HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

DATE: **WEDNESDAY, APRIL 23, 2014**
TIME: **5:30 PM**
PLACE: **PHARR CITY HALL**
2nd FLOOR, CITY COMMISSION CHAMBERS
118 SOUTH CAGE BOULEVARD
PHARR, TEXAS 78577

PRESIDING: DENNIS BURLESON, CHAIRMAN

CALL TO ORDER FOR REGULAR MEETING

PUBLIC COMMENT

1. REPORTS

A. Report on Program Manager Activity for SH 365 and IBTC – Louis Jones, Dannenbaum Engineering

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 Regular Meeting held March 19, 2014 and Special Meeting held March 31, 2014.
B. Approval of Project & General Expense Report for the period from March 12, 2014 to April 15, 2014.
C. Approval of Financial Report for March 2014.
D. Resolution 2014-32 – Approval of Public Fund Investment Act Training for Investment Officers Jerry Dale and Pilar Rodriguez.

3. REGULAR AGENDA

A. Resolution 2014-33 – Approval of a Professional Service Agreement with S&B Infrastructure for preparation of Plans, Specifications and Estimates for the International Bridge Trade Corridor Project.
B. Resolution 2014-34 - Approval of a Professional Service Agreement with TEDSI Infrastructure Group for preparation of Plans, Specifications and Estimates for the International Bridge Trade Corridor Project.
C. Resolution 2014-35 – Approval of a Professional Service Agreement with Halff & Associates for preparation of Plans, Specifications and Estimates for the International Bridge Trade Corridor Project.
D. Resolution 2014-36 – Approval of Supplemental No. 1 to Work Authorization No. 2 to the Professional Service Agreement with Quintanilla Headley and Associates to prepare ROW Strip Maps and Parcel Plats for the State Highway 365 Project from SH 336 to FM 3072.
E. Resolution 2014-37 - Approval of Supplemental No. 1 to Work Authorization No. 3 to the Professional Service Agreement with TEDSI Infrastructure Group to prepare ROW Strip Maps and Parcel Plats for the US 281/Military Highway Overpass Project.
F. Resolution 2014-38 – Approval of ranking for Construction Material Testing Services and authorization for staff to negotiate with Raba Kistner, L&G Laboratories and Terracon.
G. Resolution 2014-39 - Approval of short list recommended by the Technical Committee for ITS & Toll Designer Services to be interviewed for the Hidalgo County Loop System.
H. Resolution 2014-40 – Award of Contract for Legal Services to the Law Office of Daniel G. Rios, PC and Bracewell & Giuliani, LLP for the Hidalgo County Regional Mobility Authority.
I. Resolution 2014-41 – Approval of a Resolution of Support for Texas Infrastructure Now.

4. CHAIRMAN'S REPORT

A. Report on "Go Live" Kick Off Meeting for the Hidalgo County Regional Mobility Overweight Vehicle Permit System held April 11, 2014.
B. Appointment of Finance and Planning Committee members.

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 Early Right of Way Acquisition for the State Highway 365 and International Bridge Trade Corridor Projects (Section 551.071 T.G.C).
B. Consultation with Board Attorney on legal issues pertaining to the environmental clearance process for the State Highway 365 and International Bridge Trade Corridor Projects (Section 551.071 T.G.C.).
C. Consultation with Board Attorney on legal issues pertaining to intervention on the Cross Valley Project (Section 551.071 T.G.C.).
D. Consultation with Board Attorney on legal issues pertaining to the proposed Kansas City Southern Railway's South Texas Class I Rail Project (Section 551.071 T.G.C.).
E. Annual performance evaluation of Pilar Rodriguez, Executive Director (Section 551.074 T.G.C.).

ADJOURNMENT OF REGULAR 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."

C E R T I F I C A T I O N

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 **17th** day of **April 2014** 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.

Flor E. Koll
Program Administrator

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

`

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**1A**
PLANNING COMMITTEE		**DATE SUBMITTED**	**4/15/14**
FINANCE COMMITTEE		**MEETING DATE**	**4/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **REPORT ON PROGRAM MANAGER ACTIVITY FOR SH 365 AND IBTC PROJECTS– DANNENBAUM ENGINEERING**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Report from Program Manager on activity and progress to date on SH 365, IBTC and the Overweight Truck Corridor.

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 Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

10. Executive Director's Recommendation: ___Approved ___Disapproved **X** None

THIS ITEM WILL BE

SENT UNDER

SEPERATE COVER

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2A**
PLANNING COMMITTEE		**DATE SUBMITTED**	**4/15/14**
FINANCE COMMITTEE		**MEETING DATE**	**4/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **APPROVAL OF MINUTES FOR REGULAR MEETING HELD MARCH 19, 2014 AND SPECIAL MEETING HELD MARCH 31, 2014.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Consideration and approval of minutes for the Hidalgo County Regional Mobility Authority Board of Directors Regular Meeting held March 19, 2014 and Special Meeting held March 31, 2014.

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

4. Budgeted: ___Yes ___No X N/A

5. Staff Recommendation**: Motion to approve the minutes for the Board of Director's Regular Meeting held March 19, 2014 and Special Meeting held March 31, 2014, as presented.**

6. Program Manager's Recommendation: ___Approved ___Disapproved **X** None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: **X** Approved ___Disapproved ___None

9. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

STATE OF TEXAS
COUNTY OF HIDALGO
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

The Hidalgo County Regional Mobility Authority Board of Directors convened a Regular Meeting on **Wednesday, March 19, 2014**, at 5:32 pm at the Pharr City Hall, City Commission Chambers, 2nd Floor, 118 South Cage Boulevard, Pharr, Texas, with the following present:

Board Members:	Dennis Burleson, Chairman	HCRMA
	Michael G. Cano, Vice-Chairman	HCRMA
	Ricardo Perez, Secretary/Treasurer	HCRMA
	Forrest Runnels, Director	HCRMA
	David Guerra, Director	HCRMA
	Alonzo Cantu, Director	HCRMA
	Josue Reyes, Director	HCRMA
Staff:	Pilar Rodriguez, Executive Director	HCRMA
	Jerry Dale, Chief Financial Officer	HCRMA
	Flor E. Koll, Program Administrator	HCRMA
	Dan Rios, Legal Counsel	HCRMA
	Louis Jones, Program Manager	HCRMA

CALL TO ORDER FOR WORKSHOP

Chairman Burleson called the workshop to order.

1. Review of Scenario 3 of the Value Engineering Study Recommendations for the International Bridge Trade Corridor Project.
   Louis Jones, Program Manager, reviewed Scenario 3 of the Value Engineering Study for International Bridge Trade Corridor Project. No action taken.
2. Review of Hidalgo County Regional Mobility Authority 2015-2019 Strategic Plan.
   Pilar Rodriguez, Executive Director, reviewed the HCRMA 2015-2019 Strategic Plan. No action taken.
3. Review of Fiscal Year 2013 Financial Statement and Independent Auditor's Report.
   Ruben Moreno, Long Chilton, reviewed the Fiscal Year 2013 Financial Statement and Independent Auditor's Report. No action taken.

ADJOURNMENT FOR WORKSHOP

CALL TO ORDER FOR REGULAR MEETING

Chairman Burleson called the regular meeting to order.

PUBLIC COMMENT

None.

1. REPORTS

A. Report on Program Manager Activity for SH 365 and IBTC – Louis Jones, Dannenbaum Engineering
Louis Jones, Program Manager, reviewed progress to date for the SH 365 and IBTC Projects. No action taken.

2. **CONSENT AGENDA** (All matters listed under the 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 Meetings Act.)

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

A. Approval of Minutes for Regular Meeting held February 24, 2014.
Approved the Minutes for Regular Meeting held February 24, 2014 as presented.

B. Approval of Project & General Expense Report for the period from February 12, 2014 to March 11, 2014.
Approved the Project & General Expense Report for the period from February 12, 2014 to March 11, 2014 as presented.

C. Approval of Financial Report for January 2014.
Approved the Financial Report for January 2014 as presented.

D. Resolution 2014-25 – Authorization for Staff to negotiate with the single respondent to the Statement of Qualifications for Review Appraiser Services for the State Highway 365 and International Bridge Trade Corridor Projects.
Approved Resolution 2014-25 – Authorization for Staff to negotiate with the single respondent to the Statement of Qualifications for Review Appraiser Services for the State Highway 365 and International Bridge Trade Corridor Projects as presented.

E. Resolution 2014-26 – Authorization for Staff to negotiate with the single respondent to the Request for Proposals for Legal Services for the Hidalgo County Regional Mobility Authority.
Approved Resolution 2014-26 – Authorization for Staff to negotiate with the single respondent to the Request for Proposals for Legal Services for the Hidalgo County Regional Mobility Authority as presented.

F. Resolution 2014-27 – Approval of Interlocal Agreement with Hidalgo County for Right of Way Acquisition Services for the State Highway 365 and International Bridge Trade Corridor Projects.
Approved Resolution 2014-27 – Approval of Interlocal Agreement with Hidalgo County for Right of Way Acquisition Services for the State Highway 365 and International Bridge Trade Corridor Projects as presented.

G. Resolution 2014-28 – Approval of Fiscal Year 2013 Financial Statement and Independent Auditor's Report.
Approved Resolution 2014-28 – Approval of Fiscal Year 2013 Financial Statement and Independent Auditor's Report as presented.

3. **REGULAR AGENDA**

A. Resolution 2014-08 – Approval to Scenario 3 of the Value Engineering Study Recommendations for the International Bridge Trade Corridor Project and adoption of the 2014-2019 Strategic Plan.
Motion by David Guerra, with a second by Alonzo Cantu, to approve Resolution 2014-08 – Approval to Scenario 3 of the Value Engineering Study Recommendations for the International Bridge Trade Corridor Project and adoption of the 2014-2019 Strategic Plan. Motion carried unanimously.

B. Resolution 2014-14 - Approval of Supplemental Number 9 to Professional Service Agreement with Atkins North America to prepare a Federal Environmental Assessment Document for the International Bridge Trade Corridor Project.
Motion by David Guerra, with a second by Michael Cano, to approve Resolution 2014-14 – Approval of Supplemental Number 9 to Professional Service Agreement with Atkins North America to prepare a Federal Environmental Assessment Document for the International Bridge Trade Corridor Project in the amount of $535,820.92. Motion carried unanimously.

C. Resolution 2014-15 – Approval of Work Authorization Number 10 to Professional Service Agreement with Dannenbaum Engineering to Modify and Update Right-of-Way Strip map for the International Bridge Trade Corridor Project due to Value Engineering changes.
Motion by Alonzo Cantu, with a second by Forrest Runnels, to approve Resolution 2014-15 – Approval of Work Authorization Number 10 to Professional Service Agreement with Dannenbaum Engineering to Modify and Update Right-of-Way Strip map for the International Bridge Trade Corridor Project due to Value Engineering changes in the amount of $285,984.85. Motion carried unanimously.

D. Resolution 2014-16 – Approval of Work Authorization Number 11 to Professional Service Agreement with Dannenbaum Engineering to provide an updated Low Level Aerial Topographic Survey for the International Bridge Trade Corridor Project due to Value Engineering Changes.
Motion by Michael Cano, with a second by Forrest Runnels, to approve Resolution 2014-16 – Approval of Work Authorization Number 11 to Professional Service Agreement with Dannenbaum Engineering to provide an updated Low Level Aerial Topographic Survey for the International Bridge Trade Corridor Project due to Value Engineering Changes in the amount of $49,034.16. Motion carried unanimously.

E. Resolution 2014-17 – Approval of Work Authorization Number 12 to Professional Service Agreement with Dannenbaum Engineering to provide the Hidalgo County Regional Mobility Authority Transportation Reinvestment Zone Number 2 property ownership update for 2,215 un-coded property parcels.
Motion by Michael Cano, with a second by David Guerra, to approve Resolution 2014-17 – Approval of Work Authorization Number 12 to Professional Service Agreement with Dannenbaum Engineering to provide the Hidalgo County Regional Mobility Authority Transportation Reinvestment Zone Number 2 property ownership update for 2,215 un-coded property parcels in the amount of $180,053.72. Motion carried unanimously.

F. Resolution 2014-18 – Approval of Work Authorization Number 13 to Professional Service Agreement with Dannenbaum Engineering to provide an Environmental Assessment Regional Toll Analysis required by the Texas Department of Transportation.
Motion by Alonzo Cantu, with a second by Forrest Runnels, to approve Resolution 2014-18 – Approval of Work Authorization Number 13 to Professional Service Agreement with Dannenbaum Engineering to provide an Environmental Assessment Regional Toll Analysis required by the Texas Department of Transportation in the amount of $89,062.56. Motion carried unanimously.

G. Resolution 2014-19 – Approval of Work Authorization Number 14 to Professional Service Agreement with Dannenbaum Engineering to provide an Investment Grade Traffic & Revenue Study for State Highway 365, International Bridge Trade Corridor and State Highway 68 Projects.
Motion by Michael Cano, with a second by Ricardo Perez, to approve Resolution 2014-19 – Approval of Work Authorization Number 14 to Professional Service Agreement with Dannenbaum Engineering to provide an Investment Grade Traffic & Revenue Study for State Highway 365, International Bridge Trade Corridor and State Highway 68 Projects in the amount of $397,750.88. Motion carried unanimously.

H. Resolution 2014-20 – Approval of Work Authorization Number 15 to Professional Service Agreement with Dannenbaum Engineering to prepare a Transportation Investment Generating Economic Recovery (TIGER) grant application for the State Highway 365 Project.
Motion by Alonzo Cantu, with a second by Ricardo Perez, to approve Resolution 2014-20 – Approval of Work Authorization Number 15 to Professional Service Agreement with Dannenbaum Engineering to prepare a Transportation Investment Generating Economic Recovery (TIGER) grant application for the State Highway 365 Project in the amount of $80,256.47. Motion carried unanimously.

I. Resolution 2014-21 – Approval of Supplemental Number 3 to the Professional Service Agreement with Dannenbaum Engineering to increase the maximum payable amount for Work Authorizations Numbers 10, 11, 12, 13, 14 and 15.
Motion by Josue Reyes, with a second by Michael Cano, to approve Resolution 2014-21 – Approval of Supplemental Number 3 to the Professional Service Agreement with Dannenbaum Engineering to increase the maximum payable amount for Work Authorizations Numbers 10, 11, 12, 13, 14 and 15 in the amount of $1,617,963.56 for a revised maximum payable amount of $17,671,552.82. Motion carried unanimously.

J. Resolution 2014-22 – Approval of Award of Contract to AR\WS Texas LP for Right of Way Agent Services for the State Highway 365 and International Bridge Trade Corridor Projects.
Motion by Alonzo Cantu, with a second by Ricardo Perez, to approve Resolution 2014-22 – Approval of Award of Contract to AR\WS Texas LP for Right of Way Agent Services for the State Highway 365 and International Bridge Trade Corridor Projects. Motion carried unanimously.

K. Resolution 2014-23 – Approval of Award of Contract for Appraisal Services to Leonel Garza & Associates LLP and Professional Appraisal Services Inc. for the State Highway 365 and International Bridge Trade Corridor Project.
Motion by Michael Cano, with a second by David Guerra, to approve Resolution 2014-23 – Approval of Award of Contract for Appraisal Services to Leonel Garza & Associates LLP as the primary appraiser and Professional Appraisal Services Inc. as the secondary appraiser for the State Highway 365 and International Bridge Trade Corridor Project. Motion carried unanimously.

L. Resolution 2014-24 – Approval of Early Right of Way Acquisition for the State Highway 365 and International Bridge Trade Corridor Projects.
Motion by Michael Cano, with a second by Ricardo Perez, to approve Resolution 2014-24 – Approval of Early Right of Way Acquisition for the State Highway 365 and International Bridge Trade Corridor Projects. Motion carried unanimously.

4. CHAIRMAN'S REPORT

A. Report on Joint Meeting between the Hidalgo County Regional Mobility Authority and the Cameron County Regional Mobility Authority held on March 3, 2014.
Chairman Burleson reported on the joint meeting with the Cameron County Regional Mobility Authority to discuss the FM 1925 (Monte Cristo Road) Project from FM 491 to I69E, which was on held March 3, 2014, 5 pm at the Rio Grande Valley Partnership Office in Weslaco. No action taken.

B. Election of Vice Chairman and Secretary/Treasurer.
Motion by Forrest Runnels, with a second by Ricardo Perez, to elect Josue Reyes as Vice Chairman and Richard Perez as Secretary/Treasurer. Motion carried unanimously.

5. TABLED ITEMS

A. Resolution 2013-59 – Designation of a Hidalgo County Liaison for the Hidalgo County Regional Mobility Board of Directors.
Motion by Michael Cano, with a second by David Guerra, to remove Item 5A from the agenda. Motion carried unanimously.

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 Early Right of Way Acquisition for the State Highway 365 and International Bridge Trade Corridor Projects (Section 551.071 T.G.C.).
No action taken.

B. Consultation with Board Attorney on legal issues pertaining to the local environmental clearance process for the International Bridge Trade Corridor Project (Section 551.071 T.G.C.).
No action taken.

C. Consultation with Board Attorney on legal issues pertaining to intervention on the Cross Valley Project (Section 551.071 T.G.C.).
No action taken.

D. Consultation with Board Attorney on legal issues pertaining to the proposed Kansas City Southern Railway's South Texas Class I Rail Project (Section 551.071 T.G.C.).
No action taken.

E. Annual performance evaluation of Pilar Rodriguez, Executive Director (Section 551.074 T.G.C.).
No action taken.

ADJOURNMENT

There being no other business to come before the Board of Directors, the meeting was adjourned at 7:07 pm.

_____
Dennis Burleson, Chairman

Attest:

_____
Ricardo Perez, Secretary/Treasurer

STATE OF TEXAS
COUNTY OF HIDALGO
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

The Hidalgo County Regional Mobility Authority Board of Directors convened a Special Meeting on **Monday, March 31, 2014**, at 5:34 pm at the Pharr City Hall, City Commission Chambers, 2nd Floor, 118 South Cage Boulevard, Pharr, Texas, with the following present:

Board Members:	Dennis Burleson, Chairman	HCRMA
	Michael G. Cano, Vice-Chairman	HCRMA
	Ricardo Perez, Secretary/Treasurer	HCRMA
	Forrest Runnels, Director	HCRMA
	David Guerra, Director	HCRMA
	Josue Reyes, Director	HCRMA
Absent:	Alonzo Cantu, Director	HCRMA
Staff:	Pilar Rodriguez, Executive Director	HCRMA
	Jerry Dale, Chief Financial Officer	HCRMA
	Celia Gaona, Auditor/Compliance Officer	HCRMA
	Flor E. Koll, Program Administrator	HCRMA
	Dan Rios, Legal Counsel	HCRMA
	Louis Jones, Program Manager	HCRMA

CALL TO ORDER FOR SPECIAL MEETING

Chairman Burleson called the regular meeting to order.

PUBLIC COMMENT

None.

1. RESOLUTIONS

A. Resolution 2014-29 – Approval of amendment to the Hidalgo County Regional Mobility Authority Overweight/Oversized Vehicle Permit Corridor.
Motion by Michael Cano, with a second by Forrest Runnels, to approve Resolution 2014-29 – Approval of amendment to the Hidalgo County Regional Mobility Authority Overweight/Oversized Vehicle Permit Corridor as present and to include the segment of FM 1015 from US 281/Military Highway south to the Progresso Bridge. Motion carried unanimously.

B. Resolution 2014-30 – Approval of the Technical Committee to rate, rank and recommend a short list for the Statement of Qualifications for Construction Material Testing and ITS and Toll Integrator Services for the State Highway 365 and International Bridge Trade Corridor Projects.
Motion by Michael Cano, with a second by David Guerra, to approve Resolution 2014-30 – Approval of the Technical Committee to rate, rank and recommend a short list for the Statement of Qualifications for Construction Material Testing and ITS and Toll Integrator Services for the State Highway 365 and International Bridge Trade Corridor Projects. The Technical Committee will be comprised of Josue Reyes, Director, Pilar Rodriguez, Executive Director and Louis Jones, Program Manager. Motion carried unanimously.

C. Resolution 2014-31 – Approval of Award of Contract to HLH Appraisal Services for Review Appraisal Services for the State Highway 365 and International Bridge Trade Corridor Projects.
Motion by Ricardo Perez, with a second by Josue Reyes, to approve Resolution 2014-31 – Approval of Award of Contract to HLH Appraisal Services for Review Appraisal Services for the State Highway 365 and International Bridge Trade Corridor Projects. Motion carried unanimously.

2. 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 Hidalgo County Regional Mobility Authority Overweight/Oversized Permit Corridor (Section 551.071 T.G.C.).
No action taken.

ADJOURNMENT OF SPECIAL MEETING

There being no other business to come before the Board of Directors, the meeting was adjourned at 6:14 pm.

_____
Dennis Burleson, Chairman

Attest:

_____
Ricardo Perez, Secretary/Treasurer

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2B**
PLANNING COMMITTEE		**DATE SUBMITTED**	**4/15/14**
FINANCE COMMITTEE		**MEETING DATE**	**4/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **APPROVAL OF PROJECT AND GENERAL EXPENSE REPORT FROM MARCH 12, 2014 THROUGH APRIL 15, 2014**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Consideration and approval of project and general expense report for the period from March 12, 2014 to April 15, 2014.

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	$ 69,915.29
VRF Bond Account	$1,112,305.39
Total Project Expenses for Reporting Period	**$1,182,369.28**
Fund Balance after Expenses	$52,460,073

5. Staff Recommendation**: Motion to approve the project and general expense report for the period from March 12, 2014 to April 15, 2014, 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 Financial Officer's Recommendation: **X** Approved ___Disapproved ___None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: April 15, 2014

Re: **Expense Report for the Period from March 12, 2014 to April 15, 2014**

Attached is the expense report for the period commencing on March 12, 2014 and ending on April 15, 2014.

Expenses for the General Account total $69,915.29 and for the VRF Bond Account total $1,182,369.28. The aggregate expense for the reporting period is $**1,182,369.28**.

Based on review by this office, **approval of expenses for the reporting period is recommended in the aggregate amount of $1,182,369.28**.

This leaves a fund balance (all funds) after expenses of $52,476,073.

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

EXPENSE REPORT

April 23, 2014

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Consolidated Cash - 9008545

		Make Check Payable to	Date	Memo:			Amount	Ck #
Salaries & Wages								
	16200.000	City of McAllen	3/19/2014	Payroll 6	3/3/14-3/16/14	$	11,082.32	
	16200.000	City of McAllen	4/2/2014	Payroll 7	3/17/14-3/30/14	$	10,190.66	
	16200.000	City of McAllen	4/15/2014	Payroll 8	3/31/14-4/13/14	$	16,069.27	
	16200.000	City of McAllen	3/17/2014	Admin 12228	Apr 2014	$	124.06	
Dues & Subscriptions								
	16100.000	RGV Mobility Task Force				$	-	
Supplies								
	11210.000	Office Depot	4/2/2014	703499144001		$	2,013.41	
	11210.000	Office Depot	4/3/2014	703689250001		$	865.98	
	17140.000	Office Depot	4/3/2014	703689548001		$	98.92	
	17140.000	Office Depot	4/3/2014	703689550001		$	114.69	
	17220.000	Verizon Wireless	3/6/2014	7011876819		$	113.30	
Travel & Training								
	16600.000	A Fast Delivery	3/17/2014	2014000977	3/7/14-3/14/14	$	114.50	
	16600.000	A Fast Delivery	4/1/2014	2014001170	3/17/14-3/27/14	$	206.75	
	16600.000	Pilar Rodriguez	4/9/2014	Travel - TEXPO		$	1,076.75	
Rental Contractual								
	17150.000	City of Pharr	4/1/2014	HC040114		$	1,000.00	
	17151.000	dahill	3/26/2014	31577681-6	3/22/14-4/21/14	$	905.35	
Professional Services								
	17050.000	Long Chilton	2/28/2014	14590		$	11,000.00	
	17120.000	Jerry Dale	3/31/2014	March Services		$	4,750.00	
	17160.000	Pena Designs	4/1/2014	22		$	150.00	
	17050.000	Salinas Allen Schmitt						
	17100.000	Bracewell Guiliani	4/14/2014	21578333		$	587.05	
	17100.000	Law Office of Daniel G. Rios	4/9/2014	10545		$	1,975.00	
	17310.000	PlainsCapital Bank	3/31/2014	Visa - Closing 3/31/14		$	7,477.28	
						$	**69,915.29**	

VRF Bond - ACCT 01080720130

Engineering Services								
	88101.000	L&G Engineering	4/2/2014	11324795		$	246,122.43	
	88101.000	S&B	4/17/2014	U1695.200-02		$	290,903.16	
	88101.000	Tedsi	3/18/2014	20141844		$	67,471.25	
Surveying Services								
	88101.000	DLS						
	88101.000	Quintanilla, Headly & Assoc	4/11/2014	8623		$	18,218.75	
Environmental								
	88100.000	Atkins	4/7/2014	1191345		$	57,196.60	
	88200.000	Atkins						
Legal Services								
	87100.000	Bracewell Guiliani	4/14/2014	21578334		$	3,078.00	
	87135.000	Bracewell Guiliani	3/24/2014	21576410		$	17,500.00	
Program Management								
	88000.000	Dannenbaum	4/11/2014	465201/29/XV		$	361,618.20	
Acquisition Services	88202.000	Sierra Title of Hidalgo County	2/28/2014	4846		$	4,330.00	
	88202.000	Sierra Title of Hidalgo County	3/14/2014	4864		$	1,299.00	
	88202.000	Sierra Title of Hidalgo County	3/24/2014	4870		$	5,629.00	
	88202.000	Sierra Title of Hidalgo County	3/31/2014	4879		$	4,330.00	
	88202.000	Sierra Title of Hidalgo County	4/4/2014	4883		$	14,289.00	
	88202.000	Sierra Title of Hidalgo County	4/8/2014	4884		$	17,320.00	
Financial Services								
		First Southwest						
						$	**1,109,305.39**	
*	87100.000	Smith Trostle & Huerta	4/2/2014	11364	3/3/14-3/31/14	$	3,148.60	

Total **$ 1,182,369.28**

Recommend Approval/Pilar Rodriguez, E.D.

Date Approved

Ricardo Perez, Secretary/Treasurer

Dennis Burleson, Chairman

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2C**
PLANNING COMMITTEE		**DATE SUBMITTED**	**4/15/14**
FINANCE COMMITTEE		**MEETING DATE**	**4/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **APPROVAL OF THE FINANCIAL REPORT FOR THE MONTH OF FEBRUARY 2014.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Consideration and approval of financial report for the month of February 2014.

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 February 2014, 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 Financial Officer's Recommendation: **X** Approved ___Disapproved ___None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

THIS ITEM WILL BE

SENT UNDER

SEPERATE COVER

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2D**
PLANNING COMMITTEE		**DATE SUBMITTED**	**4/15/14**
FINANCE COMMITTEE		**MEETING DATE**	**4/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014 -32 – APPROVAL OF PUBLIC FUND INVESTMENT ACT TRAINING FOR INVESTMENT OFFICERS JERRY DALE AND PILAR RODRIGUEZ.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Approval of required Public Fund Investment Act training conducted by TEXPO on April 7-8, 2014.

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

4. Budgeted: X Yes ___No ___N/A Funding Source: VRF Bond

5. Staff Recommendation**: Motion to approve Resolution 2014 - 32 – Approval of Public Fund Investment Act Training for Investment Officers Jerry Dale and Pilar Rodriguez 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 Financial Officer's Recommendation: **X** Approved ___Disapproved ___None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: April 15, 2014

Re: **Approval of Public Fund Investment Act Training for Investment Officers Jerry Dale and Pilar Rodriguez**

Background
The Public Funds Investment, Section 2256.008 of the Government Code, requires Investment Officers to take 10 hours of training from an independent source, approved by the governing body once for every two year period, beginning the first day of a fiscal year.

Goal
On April 7-8, 2014, the Executive Director and Chief Financial Officer, both Investment Officers, attended the TEXPO Conference, which has been authorized to offer the required training. A brochure detailing the training offered is attached. The Board is being asked to approve TEXPO as a source of training.

Options
The Board of Directors could chose to not approve the training source.

Recommendation
Based on review by this office**, approval of Resolution 2014-32 – Approval of Public Fund Investment Act Training for Investment Officers Jerry Dale and Pilar Rodriguez is recommended as presented.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2014-32

APPROVAL OF PUBLIC FUND INVESTMENT ACT TRAINING FOR INVESTMENT OFFICERS JERRY DALE AND PILAR RODRIGUEZ

THIS RESOLUTION is adopted this 23rd day of April, 2014 by the Board of Director of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, the Board of Directors of the Authority has been constituted in accordance with the Act; and

WHEREAS, the prudent and legally permissible management and investment of Authority funds is responsibility of the Board of Directors and its designees; and

WHEREAS, Section 2256.008 – Public Fund Investment, of the Government Code requires 10 hours of training from an independent sources every two years, beginning the first day of the fiscal year; and

WHEREAS, on April 7-8, 2014, the Executive Director and Chief Financial Officer, both investment officers for the Authority, attended the TEXPO Conference, which has been authorized to offer the required training;

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

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

Section 2. The Board approves the TEXPO as an independent training source for the Investment Officers.

Section 3. The Board approves the training sessions taken by the Executive Director and Chief Financial Officer at the TEXPO Conference held April 7-8, 2014.

****

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 23rd day of April, 2014, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

Attest:

_____

Ricardo Perez, Secretary/Treasurer

Government Treasurers' Organization of Texas

Center for Public Management – University of North Texas

Attendance Form

TEXPO 2014 • April 6 - 8, 2014 • Houston, Texas

(Refer to instructions on reverse side.)

Name	PILAR RODRIGUEZ	GTOT Member? Yes ☐ No ☑
Title	EXECUTIVE DIRECTOR	
Organization	HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY	
Address	118 S. CAGE BOULEVARD, 4TH FLOOR, ~~PHARR, TX 78577~~	
City, State, Zip	PHARR, TEXAS 78577	
Phone	(956) 402-4762 Fax ( )	
Email	PRODRIGUEZ@HCRMA.NET	

Each of the following sessions is eligible for 1.5 hours of training on the Public Funds Investment Act.

	Session	Check Here ✓
	Monday, April 7, 2014	
Session 1	Automated Payment Solutions Evaluating, Adopting, and Implementing Treasury Workstations Liquidity Management: Beyond Quantitative Easing	☐ ☐ ☐
Session 2	Automated Data Collection and Pre-Processing: New Demons/Old Demons: Mobile Fraud, Cyber Crime, and Check Fraud So Many Projects so Little Time:	☑ ☐ ☐
Session 3	The Art of Strategic Cash Forecasting Optimal Investment Strategies for a Rising Rate Environment The Keys to Building a Strong Risk Management Culture:	☐ ☑ ☐
Session 4	Mobile Cash Management & Security: Managing the RFP Process You Ain't Seen Nothin' Yet! – Unleashing the Power of Treasury	☑ ☐ ☐
	Tuesday, April 8, 2014	
Session 5	Cyber Crime: Beware of Multi-Dimensional Attacks Public Funds Compliance Act	☐ ☑
Session 6	The Affordable Care Act Impacts: A Treasury Managers Guide to Managing the Generational Gap	☑ ☐
Session 7	Are Your Bank Relationships On Autopilot? Take 2 tablets and Call Me in the Morning Government Industry Roundtable Discussion	☐ ☐ ☑
Session 8	"Find Your Perfect Match" Project Management for Financial Professionals:	☑ ☐

I certify that I attended the entire session(s) indicated above.

Signature: P. R. Date: 4/9/2014

Keep a copy of this form for your records.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3A**
PLANNING COMMITTEE		**DATE SUBMITTED**	**4/15/14**
FINANCE COMMITTEE		**MEETING DATE**	**4/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014 -33 – APPROVAL OF A PROFESSIONAL SERVICE AGREEMENT WITH S&B INFRASTRUCTURE FOR PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Approval of a Professional Service Agreement with S&B Infrastructure for preparation of Plans, Specifications and Estimates for the International Bridge Trade Corridor Project in the amount $1,550,333.15.

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

4. Budgeted: X Yes ___No ___N/A Funding Source: VRF Bond

   Proposed Maximum Payable Amount :
   IBTC Final Plans, Specifications & Estimates **$1,550,333.15**

5. Staff Recommendation**: Motion to approve Resolution 2014 - 33 – Approval of a Professional Service Agreement with S&B Infrastructure for preparation of Plans Specifications and Estimates for the International Bridge Trade Corridor Project in the maximum payable amount of $1,550,333.15.**

6. Program Manager's Recommendation: **X** Approved ___Disapproved ___None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: April 15, 2014

Re: **Approval of a Professional Service Agreement with S&B Infrastructure**

Background
At the January 22, 2014, regular meeting, the Hidalgo County Regional Mobility Authority (HCRMA) Board of Directors authorized staff to negotiate with S&B Infrastructure for Engineering Service to prepare the final plans, specifications and estimates for the International Bridge Trade Corridor Project.

Goal
With approval of the update to the HCRMA 2015-2019 Strategic Plan, the International Bridge Trade Corridor (IBTC) Project is scheduled to bid in December of 2015. In order to meet this schedule, final plans, specifications and estimates will need to be prepared by a consulting engineer.

Staff has negotiated a scope of work and fee for the IBTC Project for a segment from approximately the intersection of State Highway 365 (SH 365) and Farm to Market 3072 (Dicker Road), eastward to Station 350+00 (See attached map). The proposed fee for the work is $1,550,333.15 or 1.49% of the estimated construction cost of $103,862,463.00.

The remaining work will be performed by Halff & Associates and TEDSI Infrastructure. The aggregate fee for the three firms (S&B + Halff + TEDSI) is proposed to equate to $5,530,202.36 or 5.31% of the estimated construction cost.

Options
The Professional Service Agreement with S&B Infrastructure may be disapproved.

Recommendation
Based on review by this office, **approval of the Professional Service agreement with S&B Infrastructure for preparation of final plans, specifications and estimates for the IBTC Project is recommended in the maximum payable amount of $1,550,333.15.**

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

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

©2014
Texas Department of Transportation

DANNENBAUM
ENGINEERING COMPANY - McALLEN, LLC
T.B.P.E. FIRM REGISTRATION #8999
1109 NOLANA LOOP, STE 280 MCALLEN, TX 78504 (956) 682-3677

IBTC OVERALL LAYOUT

DRAWING:	FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK:	6	TEXAS					SH 365
ENGINEER:	STATE DIST. NO	COUNTY	CONT	SECT	JOB		SHEET NO.
CK:	PHR	HIDALGO	0921	02	142		
REVIEW:							
CK:							

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 33

APPROVAL OF A PROFESSIOAL SERVICE AGREEMENT WITH S&B INFRASTRUCTURE FOR PREPARATION OF PLANS, SPECIFICATION AND ESTIMATES FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT

THIS RESOLUTION is adopted this 23rd day of April, 2014, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, the Authority has adopted a Strategic Plan that prioritizes the State Highway 365 (SH 365), International Bridge Trade Corridor (IBTC) and State Highway 68 (SH 68) Projects; and

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

WHEREAS, the Authority solicited Statement of Qualifications for Engineering Services for the International Bridge Trade Corridor Project; and

WHEREAS, the Technical Committee rated, ranked and recommended a short list to the Board of Directors; and

WHEREAS, on November 20, 2013 the Board of Directors short listed TEDSI Infrastructure Group, S&B Infrastructure, Halff & Associates, L&G Engineering and Unitech Consulting Engineers for Engineering Services; and

WHEREAS, on January 22, 2014, the Board of Directors interviewed the short listed firms and selected Halff & Associates, TEDSI Infrastructure Group and S&B Infrastructure for Engineering Services and authorized Authority staff to negotiate a Professional Service Agreement with each firm; and

WHEREAS, the Authority staff has negotiated a Professional Service Agreement with S&B Infrastructure for the preparation of plans, specifications and estimates for the IBTC Project in the amount of $1,550,333.15, hereto attached as Exhibit A; and

WHEREAS, the Authority has determined it is necessary to award a Professional Service Agreement to S&B Infrastructure to prepare plans, specifications and estimates for the IBTC Project in the amount of $1,550,333.15;

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 approves award of a Professional Service Agreement to S&B Infrastructure for the preparation of plans, specifications and estimates for the International Bridge Trade Corridor Project, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Professional Service Agreement with S&B Infrastructure.

*****

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 23rd day of April, 2014, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT WITH
S&B INFRASTRUCTURE
FOR
INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT
PLANS, SPECIFICATIONS & ESTIMATES

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 S&B Infrastructure, LTD (hereinafter the "Engineer"), having its principal business address at 5408 North 10th McAllen, Texas 78504 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 **INTERNATIONAL BRIDGE TRADE CORRIDOR DESIGN PROJECT FOR SEGMENT 0011 FROM INTERCHANGE WITH SH 365 TO APPROX. STA 350+00** (the "Project");

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

AGREEMENT

ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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

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

ARTICLE II
AGREEMENT PERIOD

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on July 1, 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 $ 1,550,333.15 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:**
S&B Infrastructure, Ltd. 5408 North 10th McAllen, Texas 78504 Attn: Daniel O. Rios, P.E. Senior Vice-President	Hidalgo County Regional Mobility Authority (HCRMA) 118 South Cage Boulevard, 4th Floor Pharr, Texas 78577 Attn: Pilar Rodriguez Executive Director

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

ARTICLE VIII
INCORPORATION OF PROVISIONS

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

SIGNATORIES

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

AUTHORITY	**ENGINEER**
By: _____	By: _____
Name: Pilar Rodriguez	Name: Daniel O. Rios, P.E.
Title: Executive Director	Title: Senior Vice-President
Hidalgo County Regional Mobility Authority	Company: S&B Infrastructure, LTD
Date: _____	Date: _____

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

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

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:

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.

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.

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.

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.

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 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 it's 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.

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.

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

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

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

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

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

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

SECTION 20. GRATUITIES

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

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.

(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.

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.

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 HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (AUTHORITY)

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (AUTHORITY)

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

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

PS&E P.S. & E. Development

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

ROUTE AND DESIGN STUDIES (FC 110)
The **AUTHORITY** will provide the following:

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

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

SOC, ECO AND ENVIRON STUDIES & PUBLIC INVOLVEMENT (FC 120)
The **AUTHORITY** will provide the Environmental Document and electronic Constraints map for the project for development of the Environmental Permits, Issues and Commitments (EPIC) sheets and any other compliance issues.

RIGHT-OF-WAY DATA (FC 130)
The **AUTHORITY** will provide the following:

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

FIELD SURVEYING AND PHOTOGRAMMETRY (FC 150)
The **AUTHORITY** will provide the following:
Deliverables:

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

DRAINAGE (FC 161)
The **AUTHORITY** will provide the following:

1. Timely review/approval of the Hydraulic Study.

MISCELLANEOUS ROADWAY (FC 163)
The **AUTHORITY** will provide the following:
1. Timely review and approval of TCP in coordination with TxDOT.
2. Provide Aesthetic plans and details for project.

MANAGEMENT (FC 164)
The **AUTHORITY** will provide the following:
1. Attend/participate in progress meetings as required.
2. Timely review of submittals as required.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

APPLICABILITY:

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

ABBREVIATIONS:
HCRMA / AUTHORITY shall mean Hidalgo County Regional Mobility Authority.
ENGINEER shall mean S&B Infrastructure, LTD.
TxDOT shall mean Texas Department of Transportation
FHWA shall mean Federal Highway Administration
IBWC shall mean International Boundary and Water Commission
USFWS shall mean United States Fish & Wildlife Service
THC shall mean Texas Historical Commission
SHPO shall mean State Highway Preservation Office
USACE shall mean United States Army Corps of Engineers
GSA shall mean General Services Administration
HCMPO shall mean Hidalgo County Metropolitan Planning Organization
FAA shall mean Federal Aviation Administration
MTP shall mean Metropolitan Transportation Plan
TIP shall mean Transportation Improvement Program
MUTCD shall mean Manual of Uniform Traffic Control Devices
AASHTO shall mean American Association of State Highway and Transportation Officials
LRFD shall mean Load & Resistance Factor Design
PS&E shall mean Plans, Specifications and Estimate
ACP shall mean Asphaltic Concrete Pavement
CSJ shall mean Control Section Job (highway project designation number)

PROJECT DESCRIPTION

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

County: Hidalgo County, Texas

CSJ number: 0921-02-202

Project/Description: Provide Preliminary Engineering, Route Studies, Public Involvement, Schematics, Survey, Utilities Coordination, Development Of Plans, Specifications, And Estimates (PS&E) And Shop Drawing Review.

Length: Approx 1.80 Miles

Highway: IBTC Segment 0011

Limits: From Interchange with SH 365 to Approx. STA 350+00

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

Existing Facility: New Location

Proposed Facility: 4-lane divided controlled access toll facility

Project Classification

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
___ Widen Non-Freeway
X__ New Location Toll Freeway (The design of the tolling infrastructure is not included in the scope of this proposal)
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

ROUTE AND DESIGN STUDIES
(Task 110)

Services Provided By: Engineer	Authority		
NO	YES	1.	Route Location Studies
NO	YES	2.	Level of Service Analysis
NO	YES	3.	Traffic Evaluations and Projections
YES	YES	4.	Develop Roadway Design Criteria in accordance with Pass-Through Agreement. a. Prepare design summary report (DSR). b. Conduct Design Concept Conference.
YES	YES	5.	Preliminary Cost Estimates
YES	YES	6.	Value Engineering Study The Engineer shall be responsible for attending with the Authority one Value Engineering Study (VE Study) for the project. The VE study shall incorporate several lead disciplines along with the VE moderator to participate in a week long study. The study shall consist of the Investigation Phase, Creative Phase, Evaluation Phase, Development Phase and the Presentation Phase. The Engineer shall document the complete study in a final Value Engineering Report. Representation from TxDOT and the Authority Board (Board Members) shall be in attendance.
YES	NO	7.	Design Schematic (Update Super Two and Develop 4-Lane Schematic)
YES	NO	8.	Preliminary Right-of-Way Requirements
YES	NO	9.	Soil Core Hole Drilling
YES	NO		a. Pavement
YES	NO		b. Retaining Walls
YES	NO		c. Miscellaneous Structures
YES	NO		d. Bridges
YES	NO	10.	Obtain existing facility information. Coordinate and meet with following entities to obtain preliminary design information: TxDOT, Cities, County, HCDD#1, IBWC, Irrigation Districts, and Utility Companies.
YES	NO	11.	Schematic Layout (Revisions to Existing Schematic –Update Super Two and Develop 4-Lane Schematic) a. Layout shall include the location of interchanges, main lanes, grade separations, frontage roads and ramps. b. Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking. c. For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown. All signing shall be in conformance with the Texas MUTCD. d. The tentative ROW limits.

Services Provided By: Engineer	Authority	
		1. Provide preliminary earthwork cross sections to verify ROW requirements utilizing GEOPAK.
		2. Provide a graphics file containing the approved schematic.
		e. Layout shall include the geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, bridges, and cross roads.
		f. Indicate the current and projected traffic volumes as provided by the Authority (20 year traffic projection, unless otherwise determined by the District Engineer).
		g. The control of access lines shall be shown on the proposed schematic.
		h. Direction of traffic flow on all roadways.
		i. Layout shall include the geometric of speed change (acceleration, deceleration, climbing) lanes.
		j. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above and in the TxDOT's checklist for schematic layout.
		k. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing.
		12. Agreements and Permits
YES	YES	a. Compensable Utility Agreements and exhibits for Utility Agreements
NO	NO	b. Railroad Agreements
		c. Railroad Exhibits
N/A	N/A	1. Railroad Underpasses
N/A	N/A	2. Railroad Overpasses
N/A	N/A	3. Railroad Grade Crossing (Re-planking)
N/A	N/A	4. Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A	5. Other Miscellaneous Sketches for Railroads
YES	NO	d. Traffic Signal Agreements (Pending warrant analysis) and required exhibits.
YES	NO	e. IBWC License Agreement Due to the associated impacts of the floodway levee the Engineer shall be responsible for the preparation/packaging of all documents necessary for submission to the USIBWC for the license agreement. The license agreement package should include: 1) The hydraulic model, with proposed floodway impacts due to the proposed bridge structure provided by the engineer 2) THC Concurrence letter from Authority 3) USFW Concurrence letter from Authority 4) US Army Corp of Engineers concurrence letter from Authority 5) Scour Analysis provided by the engineer
YES*	YES	f. Required Coordination for splitting the project limits (two separate CSJ's) 1) Provide all project information to HCMPO for updating the MTP and TIP. 2) Provide all project information to the environmental consultant for updating the environmental document.
YES	NO	g. Exhibit for airway/highway clearance permits for FAA
YES	NO	h. USACE exhibits and permits for structures that impact waters of the US and wetlands. (Fee based on 2 projected impacts)

(* = Task anticipated to be led and/or handled by the Authority)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Task 120)

Services Provided By: Engineer	Authority		
		1.	Public Involvement
YES	YES	a.	Technical assistance in the preparation of public meeting(s)/hearing(s), and exhibit preparation.
YES	YES	b.	Assist the Environmental Consultant to respond to technical questions received during the Public Meeting/Hearing.
YES	YES	c.	Conduct stakeholder outreach meetings and prepare summaries of said meetings to provide to Authority
YES	YES	d.	Assist the Environmental Consultant in developing the PowerPoint presentation for the Public Meeting/Hearing.
YES	YES	e.	Prepare and Present the technical presentation portion of the speech.
		2.	Preparation of Environmental Permits, Issues and Commitments
YES	NO	a.	The Engineer shall develop a plan sheet to be included in the construction plans identifying the Environmental Permits, Issues & Commitments (EPIC) sheet. This plan sheet will be based on the Environmental Document provided by the Authority. The permits if required shall be obtained by the Authority.
NO	YES	b.	Preparation & Submittal of Notice of Intent (NOI)
NO	YES	c.	Preparation & Submittal of Notice of Termination (NOT) upon completion of project
NO	NO	d.	Section 4(f) evaluation, including developing the avoidance alternatives have not been identified at this point.
YES	NO	e.	Prepare exhibits on structures that impact Waters of the US and wetlands by minimizing impacts for the further coordination and eventual securing of construction permits from the USACE (Fee based on 2 projected).

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

RIGHT-OF-WAY/UTILITY DATA
(Function Code 130)

Services Provided By: Engineer	Authority	
		1. Right-of-Way Map
YES	NO	a. ROW Map submitted by the Surveyor to the Authority shall be reviewed by the Engineer on the following items: 1. Correctness of alignment and geometry 2. Correctness of control of access lines as depicted on schematic 3. Coordinate the final centerline alignment adjustment to finalize the ROW map.
NO	YES	b. Full compliance with ROW Map requirements as specified in TxDOT ROW Manuals.
YES	YES	2. Utility Adjustments (All utilities are Compensable)
YES	NO	a. The Engineer shall prepare an initial coordination letter and a project layout which will be distributed to various utility companies to determine which utilities are in the limits of the project.
YES	NO	b. The Engineer shall schedule and conduct a Utility Kick-Off meeting with TxDOT, Authority and the utility companies.
YES	NO	c. The Engineer shall prepare a Utility Conflict Tracking Matrix table.
YES	NO	d. Upon completion of the preliminary drainage plans and Utility & Drainage (U&D) sheets and Irrigation sheets, the Engineer shall distribute these sheets to the various utility companies and request identification of their lines within the project limits.
YES	NO	e. The Engineer will coordinate with the Surveyor and the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.
YES	NO	f. The Engineer shall coordinate and approve an adjustment plan and preliminary estimates for all utilities impacting the proposed project construction.
YES	NO	g. The Engineer will be responsible for preparing any and all compensable utility agreements, in compliance with TxDOT requirements, and preparation of the final adjustment letters.
YES	NO	h. A due diligence package will be provided for the Authority for their use in processing reimbursements to utility companies.
YES	NO	i. Before a construction contract for the project is let, the Engineer shall provide a utility certification for the Authority's signature to TxDOT that all utilities have been adjusted/or a timeline of adjustment.
YES	NO	3. Design of Compensable Utilities
		a. Irrigation Structures 1) Parallel 2) Perpendicular Crossings / Siphons 3) Irrigation Canals
N/A	NO	b. Various Pipelines

(* = Task anticipated to be led and/or handled by the Authority)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

FIELD SURVEYING
(Task 150)

Services Provided By: Engineer	Authority		
		1.	Field Survey
YES*	YES	a.	Coordinate with Surveyor to obtain DTM data on voids and missing areas
YES*	YES	b.	Coordinate with Surveyor to obtain outfall design surveys
YES*	YES	c.	Coordinate with Surveyor to obtain utility company field ties
YES*	YES	d.	Coordinate with Surveyor to provide final alignment for the preparation of the ROW Map
YES*	YES	e.	Coordination with Surveyor to tie down geotechnical borings
YES*	YES	f.	Coordination with Surveyor to stake centerline of proposed mainlanes

(* = Task anticipated to be led and/or handled by the Authority)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

ROADWAY DESIGN
(Task 160)

Services Provided By: Engineer	Authority	
		1. Geometric Design
YES	NO	a. Horizontal and Vertical Alignment
YES	NO	b. Geometric Layout for Plan and Profile Sheets
		1. Layout shall include the location of interchanges, main lanes, grade separations, frontage roads and ramps.
		2. Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		3. Layout shall include the geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, bridges, and cross roads.
		4. Direction of traffic flow on all roadways.
		5. Layout shall include the geometric of speed change (acceleration, deceleration, climbing) lanes.
YES	NO	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. Copies of the four-lane freeway schematic layout shall be submitted through the TxDOT Pharr District office to the Design Division for approval and subsequent coordination with the FHWA. No geometric design is to be performed until the Authority and TxDOT have given the engineer written approval of the preliminary schematic layout.
		b. All geometric design shall be in conformance with the latest version of the TxDOT's Standard Specification for Construction and Maintenance of Highways, Streets, and Bridges, and the Special Specification and Special Provisions related thereto, and shall conform to the latest edition and revisions of the State's Roadway Design Manual, except where variances are permitted in writing by the Authority and TxDOT.
		c. Handling of traffic during construction shall be a consideration in the development of preliminary designs.
		d. The engineer shall furnish a final cross section plot for the project, which is of utmost importance since it is the basis for contractor payments and construction staking.
YES	NO	3. Grading Design
		a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
		b. Typical Sections
		c. Design Cross Sections for roadways and outfalls.
		d. Determine Cut and Fill Quantities for roadways and outfalls
		4. Pavement Design
YES	NO	a. Prior to initiating detailed plan preparations for a project, an investigation shall be made to design the proposed pavement structure. TxDOT's computer program "The Flexible Pavement Design System (FPS) will be utilized for this purpose.

Services Provided By: Engineer	Authority		
YES	NO	b.	A typical section for the proposed pavement design of main lanes, ramps, frontage roads and intersecting streets shall include pavement thicknesses as well as pavement cross slopes, lane and shoulder widths, ACP type and Asphalt binder.
		c.	Required geo-technical testing for Subgrade, salvage flexible base, recycle asphalt pavement (RAP).
YES	NO		1. Subgrade: tests will be performed for sulfate content to determine if addition of lime stabilization is a feasible method. If lime stabilization is determined to be a feasible method, a lime series test will be performed to determine the required percentage of lime. Plasticity Index (PI) of the subgrade throughout the project will also be tested to determine it's suitability of usage as embankment.
YES	NO		2. Salvage Flexible Base: Triaxial test will be performed to determine the strength of the salvage base and it's suitability to be used as a part of the proposed pavement.
YES	NO		3. Recycle Asphalt Pavement (RAP): Extraction tests will be performed on existing ACP to determine the asphalt content as well as gradations for the potential use by the contractor in the proposed ACP mix design.
NO	YES	d.	Traffic Data for Pavement Design
YES	NO	e.	Basic Pavement Design Criteria
YES	NO	f.	Life Cycle Cost Analysis (es) for flexible pavement
YES	NO	g.	Provide a full pavement design report

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

DRAINAGE
(Task 161)

Preliminary hydraulic design of all drainage structures (bridge waterways, culverts, storm sewers, channels) shall be submitted to the Authority and TxDOT for review. This preliminary submission shall include the overall drainage plan, structure layout, and hydraulic computations. No detailed design of drainage structures is to be performed, until the Authority and TxDOT have given the engineer written approval of the preliminary hydraulic design. All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the Authority and TxDOT.

Services Provided By: Engineer	Authority		
		1.	Hydrologic Studies, Discharges
YES	NO		a. Drainage area maps showing existing conditions and proposed drainage structure improvements.
YES	NO		b. Hydrologic data/discharge determination
		2.	Hydraulic Drainage Study and Documentation
			a. Hydraulic computations
YES	NO		1. Storm water detention available within the ROW
YES	NO		2. Storm water detention required outside the ROW (as per HCDD#1)
YES	NO		3. Culverts
YES	NO		4. Bridge waterways
YES	NO		5. Channels
YES	NO		6. Storm sewers/inlets
YES	NO		b. Federal Emergency Management Agency (FEMA) floodplain coordination requirements
YES	NO		c. Determine impact of proposed drainage plan on the following receiving stream(s)
			(1)Hidalgo County Drainage District Outfalls
			(2)All Irrigation District Outfalls impacted
		3.	Layout, Structural Design and Detailing of Drainage Features
			a. Culverts
YES	NO		1. New culverts
YES	NO		2. Culvert widening and/or lengthening
YES	NO		3. Culvert replacements
			b. Storm sewers
YES	NO		1. New storm sewers
YES	NO		2. Modify existing storm sewers
YES	NO		3. Inlets
YES	NO		4. Manholes
YES	NO		5. Trunk lines
YES	NO		c. Levees
YES	NO		d. Retaining Wall drainage
YES	NO		e. Outfall channel(s) within the ROW
YES	NO		f. Outfall channel(s) outside the ROW
YES	NO		g. Detention Pond(s) within the ROW (as needed)
YES	NO		h. Detention Pond(s) outside the ROW (as needed)
YES	NO		i. Summary of Quantities
YES	NO	4.	Storm Water Pollution Prevention Plan (SW3P)
YES	NO	5.	Scour Evaluation and floodway hydraulic modeling and report for TCC impacts on the IBWC floodway.
			a. Soil Properties of Floodway - D50 & D90 Sieve Analysis.

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION
(Task 162)

Services Provided By: Engineer	Authority		
YES	NO	1.	Preliminary Signing and Pavement Markings (Conducted at the Schematic Level) The schematic layout in addition to the roadway related features will show: a. The number of lanes in each section of proposed highway and the location of changes in numbers of lanes b. The projected traffic volumes as provided by the Authority (20 year traffic projection) c. Proposed ROW lines d. Arrows with direction of traffic flow on all roadways e. Location of Large Ground Mounted Signs and their message f. Location of Large Bridge Mounted Signs and their message g. Location of Trailblazer Signs (type D) and their message
YES	NO	2.	Signing and Pavement Markings Layouts (Conducted at the PS&E Level & Individual sheets for Signing and Pavement Markings are Anticipated to be Required)
YES	NO		a. Boring Logs needed for design of sign foundations
YES	NO		b. General Requirements • Prepare General Notes for Signing and Pavement Markings • Prepare governing specifications and provisions • Prepare Cost Estimate • Select TxDOT standard sheets
			c. Signing and Pavement Markings Layouts (1"=100' scale) • Legend with symbols • Center line with station numbering • ROW lines • Culverts and other structures that present a hazard to traffic • Location of utilities, if not shown on plan and profile • Existing signs to remain, to be removed, to be relocated • Proposed small signs (illustrated and numbered) • Proposed Large ground mounted signs indicating location by plan layout • Proposed large overhead mounted signs indicating location by plan layout • Proposed pavement markings (illustrated and quantified) • Quantities of existing pavement markings to be removed • Proposed delineators and object markers • Quantities table with each pavement marking type quantified
YES	NO		d. Summary of Small Signs Tabulation Sheets
YES	NO		e. Summary of Large Signs Tabulation Sheets (includes all Guide Signs)
YES	NO		f. Sign Panel Detail Sheets • All signs not covered by the Texas MUTCD • Design details for large guide signs • Dimensions of letters, shields, borders, corner radii etc. • Designation of shields attached to guide signs • Designation of arrow used on exit direction signs

Services Provided By: Engineer	Authority		
YES	NO		g. Proposed Overhead Sign Bridge Design (O.S.B.). Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures. Proposed O.S.B. elevation Sheets will show at a minimum the following: (Note: No walkways or sign lights will be used, since all sign panels will have high intensity reflective sheeting) • Span length • Tower Height • Drill Shaft size and top elevation • Soil strength used for design {indicate basis and boring(s) used} • Reference appropriate O.S.B. standard • Center line of truss elevation • Bottom of base plate elevation • Leg spacing • Design wind speed
		3.	Conduct Traffic Signal Warrant Studies (Conducted at the Schematic Level)
YES	NO		a. Location Map: Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
YES	NO		b. Photographs in the vicinity of the signal under consideration
NO	YES		c. Accident data for the past four years at the proposed interchange locations
			d. Vehicle volumes
YES	NO		Existing
NO	YES		Estimated
NO	YES		Projected
NO	NO		Pedestrian
YES	NO		e. Warrant Analysis and Assessment
YES	NO		f. Recommendations
YES	NO	4.	Traffic Signal Design (Conducted at the PS&E Level)
			a. General Requirements • Contact Local Utility Company, conduct joint field investigation, determine service drop locations, determine need for adjustment of overhead utility lines • Prepare General Notes for Traffic signal installation • Prepare governing specifications and provisions • Prepare Cost Estimate for Traffic signal installation • Select TxDOT standard sheets
			b. Basis of estimate sheet (list of materials)
			c. General notes sheet
			d. Condition diagram • Existing intersection design features • Adjacent Roadside development • Existing traffic control including illumination
			e. Proposed Signal Plan Layouts • Existing traffic control devices that will remain (signs and markings) • Existing utilities • Proposed highway improvements

- Proposed installation
- Proposed additional traffic controls devices (signs and markings)
- Proposed illumination attached to signal poles
- Proposed controller and foundation
- Proposed service drop
- Loop detector locations and connections
- Proposed signal head orientation
- Intersection signing, pavement markings and wheel chair ramps

f. Signal Phasing and Timing
- Phase sequence diagram
- Interval timing, cycle length and offsets

g. Electrical Schedule Table
- Wire and conduit sizes by cable run
- Quantities by cable run
- Loop detector cables
- Signal cables
- Pedestrian cables
- Safety lighting cables

h. TxDOT Standard Sheets
- Signal Pole Details
- Loop Detector details
- Pull Box and conduit details
- Controller Foundation details
- Signal Pole foundation details and quantities
- Mast Arm details and quantities
- Traffic control for installation of traffic signals

MISCELLANEOUS (ROADWAY)
(Task 163)

Services Provided By: Engineer	Authority		
YES	NO	1.	Preliminary Roadway Illumination Requirements (Conducted at the schematic level)
			a. Determine Safety Lighting Requirements:
			(1) At Entrance Ramps (merging areas)
			(2) At Exit Ramps (diverging areas)
			(3) At Overpasses (Underpass Lighting)
			(4) At Critical Locations where safety is an issue
			b. Calculate Preliminary Quantities and Cost Estimate for Roadway Illumination
YES	NO	2.	Final Roadway Illumination Design (Conducted at the PS&E Level) (Safety Lighting)
YES	NO		a. Geotechnical Report with Boring Logs required for foundation design
YES	NO		b. General Requirements
			1. Develop wiring connections
			2. Calculate voltage drops
			3. Contact Local Utility Company, conduct joint field investigation, determine power requirements and sources for each circuit
			4. Prepare General Notes for Roadway Illumination
			5. Prepare governing specifications and provisions
			6. Prepare Cost Estimate for Roadway Illumination
			7. Select TxDOT standard sheets
YES	NO		c. Safety Roadway Illumination layouts (1"=100' scale) showing:
			1. Pavement edges, shoulders, curbs, retaining walls, etc.
			2. Center line with station numbering.
			3. ROW lines.
			4. Symbol legend. Use TxDOT standard symbols for lighting and electrical design.
			5. Culverts and other structures that present a hazard to traffic.
			6. Location of underground utilities, if not shown on plan profile.
			7. Location of overhead electrical lines, both crossing and parallel to ROW.
			8. Existing lighting equipment to remain, to be removed, to be relocated.
			9. Location of proposed roadway lighting equipment.
			10. Lighting Equipment Table showing, station and offset of proposed lighting fixtures, light intensity, lighting pattern.
			11. Lighting Quantities Table
YES	NO		d. Circuit Diagrams, showing:
			1. Service drop details
			2. Control panel details
			3. Lighting equipment
			4. Wiring connections
			5. Proposed conductor sizes and lengths
			6. Proposed conduits
			7. Proposed Ground Boxes
YES	NO		e. Continuous Illumination and/or high-mast
YES	NO		f. Quantities Summary Table
YES	NO		g. Electrical Service Summary Sheet
NO	NO		h. Continuous Illumination Design
YES	NO		i. Continuous Illumination Design Study
		3.	Retaining Walls
			a. Structural Details
NO	NO		1. Cast-in-Place Cantilever.
NO	NO		2. Tieback Retaining Wall.
NO	NO		3. Specialized Retaining Wall.

Services Provided By: Engineer	Authority		
			b. Alternate Patented Retaining Walls at all locations. (Layouts Only)
YES	NO		1. Mechanically Stabilized Earth
NO	NO		2. Concrete Block Wall Systems
YES	NO		c. Retaining Wall Layout (PLAN)
			1. Designation of reference line
			2. Beginning and ending retaining wall stations
			3. Station of each retaining wall joint (if necessary based on wall type)
			4. Offset from reference line
			5. Horizontal curve data
			6. Number of retaining wall panels and lengths (if necessary based on wall type)
			7. Total length of wall
			8. Indicate face of wall
			9. All wall dimensions and alignment relations (alignment data as necessary)
			10. Soil core hole locations
YES	NO		d. Retaining Wall Layout (ELEVATION)
			1. Top of wall elevations at each joint or intervals
			2. Existing and finished ground line elevations
			3. Height of stem at each joint (if necessary based on wall type)
			4. Wall panel designations (if necessary based on wall type)
			5. Top of footing elevations (if necessary based on wall type)
			6. Limits of measurement for payment
			7. Type, limits and anchorage details of railing (If applicable)
			8. Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
YES	NO		e. Foundation Studies. The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments.
YES	NO		f. Slope Stability Analysis.
YES	NO		g. Embankment Foundation Stability Analysis
YES	NO		h. Embankment Settlement Analysis
YES	NO		i. Estimate
YES	NO		j. Summary of Quantities
YES	NO		k. Typical cross section.
YES	NO		l. General Guidelines for Retaining Walls
			1. The engineer shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation.
			2. The ground water level should be observed at the water strike.
			3. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
YES	NO	4.	Traffic Control Plan, Detours and Sequence of Construction
			Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:
			a. General Notes indicating the requirement and sequence of construction phasing.
			b. The sequence of construction and method of handling traffic during each phase.
			c. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.

Services Provided By: Engineer	Authority		
			d. The proposed traffic control devices (stop signs, signals, flagging, etc.) at grade intersections during each construction sequence.
			e. Where detours are provided, a plan view and typical sections shall be shown.
		5.	Miscellaneous Drafting/Standards
YES	NO		a. Erosion Control
YES	YES		b. Hardscape Development (Aesthetics for concrete structures - form liners at bridge, caps columns bents and retaining walls
YES	NO	6.	Compute and Tabulate Quantities
YES	NO	7.	Specifications, Special Provisions, Special Specifications
			a. Use the TxDOT standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the TxDOT's format and, to the extent possible, incorporate references to approved State test procedures.
YES	YES	8.	Tolling Infrastructure
			a. From the Preliminary Tolling Gantry locations identified by the Authority prepare plans that identify conduit layouts and pull boxes with respect to the pavement sections, ditch cross sections, and right of way lines. The conduit layouts within the pavement structure shall be shown to be placed within a concrete pavement section. All other Tolling appurtenances (Supports, foundations, wiring, cameras, etc.) will be provided by Authority.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

BRIDGE DESIGN
(Task 170)

Services Provided By: Engineer	Authority			NUMBER REQUIRED
		1.	Preparation of Structural Details	
			a. New Structures	
NO	NO		1. Underpass ()	0
YES	NO		2. 10TH Street; Overpasses (2 Each) Jackson Road; I Road; US 281, Dicker Road and Anaya Road (1)	11
N/A	N/A		3. Main Lanes	0
N/A	N/A		4. Direct Connector(s)	0
N/A	N/A		5. Ramp Bridge(s)	0
YES	NO		6. Waterway Structure(s) (Pharr San Juan Canal)	2
N/A	N/A		7. Pedestrian Structure(s)	0
N/A	N/A		8. Utility Structure(s)	0
N/A	N/A		9. Railroad Underpass (es)	0
N/A	N/A		10. Railroad Overpass (es) (FM 1016/UP, UP)	0
N/A	N/A		11. Bridge Classification Culvert(s)**	0
N/A	N/A		12. Alternate Structural Designs	0
N/A	N/A		13. Alternate Foundation Design	
			Total New Structures =	**13**
			b. Existing Structure(s)	0
NO	NO		1. Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	0
NO	NO		2. Bridge Replacement	0
NO	NO		3. Raising Bridge Elevation	0
NO	NO		4. Bridge Classification Culvert (s) Widening and/or Modification of Existing Structures (s)	0 0
N/A	N/A		5. Railroad Overpass (es)	0
N/A	N/A		6. Railroad Underpass (es)	0
			Total Existing Structures =	**0**

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the engineer should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: Engineer	Authority		
YES	NO	2.	Preparation of Bridge Layouts The Engineer will prepare the bridge layouts in compliance with the latest TxDOT Pharr District bridge layout checklist.
YES	NO	3.	Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
YES	NO	4.	Foundation Studies The minimum number of soil core holes shall be obtained in accordance with Chapter 2, Section 1 of the TxDOT Bridge Geotechnical Manual. Texas Cone Penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (5 foot) intervals.
YES	NO	5.	Bridge Total Quantities and Cost Estimates (each bridge)
YES	NO	6.	Bridge Special Provisions and Specifications (each bridge)
YES	NO	7.	Bearing seat elevations for each girder. Top of cap elevations for non-girder type structures.
YES	NO	8.	General Guidelines for Bridge Design a. The engineer shall prepare a bridge layout of each bridge structure for Authority and TxDOT's review and approval. The bridge layout shall be in conformance with the latest TxDOT's requirements. b. The engineer shall make final design calculations and final detail drawings in conformance with the Texas Department of Transportation Bridge Design Manual - LRFD, the current American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications, and the TxDOT Bridge Geotechnical Manual. c. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection. d. Standard drawings for beams, girders, railings, riprap, etc., shall be furnished to the engineer upon request. These standards shall not be redrawn by the engineer nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the engineer shall not be identified as standards. e. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the Engineer at no cost to the Authority.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT MANAGEMENT
(Task 164)

Services Provided By: Engineer	Authority		
YES	YES	1.	Meetings Meetings will be held with the Authority, as needed or required by the Authority. The engineer shall coordinate through the Authority for the development of this project with any local entity having jurisdiction or interest in the project (i.e. Authority, county, etc).
YES	YES	2.	Project Manager/Engineer Communication Engineer shall comply with all requirements stated in the Pass-Through Agreement between Authority and TxDOT. <u>However, no further coordination with TxDOT will be required.</u>
YES	YES	3.	Quality Assurance/ Quality Control The Engineer shall perform quality assurance and quality control (QA/QC) on all deliverables associated with this project as follows: a) The Project Manager will continually review the quality, progress and cost of the various tasks assigned to all firms within the team. Quality review will include technical requirements. b) Peer review will be provided at all levels. c) An independent engineer, within the Engineer's firm, will assure that the project constructability requirements (details, specifications, plan notes, etc.) are met.
YES	YES	4.	Submittals to Authority for review and approval a) When 30% and final design is completed the Engineer shall submit all the required design information as specified on the Pass-Through Agreement to Authority for review and approval. b) Final documents and information exchange of data, Plan Sheets, General Notes and/or Specifications provided to the Authority shall be furnished on a USB flash drives. Each flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation. General Notes and specifications shall be provided in MS Office 2007 Word format or later. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall be provided during review submittals. If required, the engineer shall provide to the Authority, an external hard drive that contains all the plan sheets for the project.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

CONSTRUCTION MANAGEMENT
(Task 320)

Services Provided By: Engineer	Authority		
NO*	YES	1.	Construction Bidding Assistance After acceptance by Authority of the Bidding Documents and upon written authorization by Authority to proceed, Engineer shall: a) Assist Authority in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued. b) Attend Pre-bid Conference c) Develop Addenda for Authority as appropriate to clarify, correct, or change the Bidding Documents. d) Provide Project design information or assistance needed by Authority in the course of the bid submittal with prospective contractors. e) Advise the Authority as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents. f) Attend the Bid opening, prepare Bid tabulation sheets, and assist Authority in evaluating Bids and recommend award of contract.
		2.	Services during Construction Upon successful completion of the Bidding, and upon concurrence from Authority, Engineer shall:
YES*	YES		a. *Pre-Construction Conference*. Participate in a Pre-Construction Conference (if required) Prior to commencement of Work at the Site. ***((Task performed by PMC GEC) assisted by Engineer)***
YES	YES		b. *Change Orders.* Provide related services such as: Preparing Engineering drawings required for change orders correcting errors and omissions on the plans.
YES	YES		c. *Review and approval of Shop Drawings:* Review and approve to take appropriate action in respect to Shop Drawings and other data which Contractor is required to submit but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. ***This task will be performed by the Engineer and review/managed by PMC (GEC).***
YES	YES		d. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute "or-equal". Materials and equipment proposed by Contractor.
YES	YES		e. *Interpretation of Intent.* The Engineer shall provide interpretation and clarification of design intent throughout the construction of the project.

(* = Task anticipated to be handled by Authority / PMC – except where identified in Attachment "D")

ATTACHMENT D

WORK AUTHORIZATION

ATTACHMENT D-1

WORK AUTHORIZATION NO. ____
AGREEMENT FOR ENGINEERING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Engineering Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and S&B Infrastructure, LTD (the Engineer).

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

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

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

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

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under "Article V of that certain Professional Services Agreement for Engineering / Design Services for SH 365 (Segment 0031) from East of McColl Road (Sta. 986+00) to US 281(Military Highway)".

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

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

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

ATTACHMENT D-2

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

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Engineering Design Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and S&B Infrastructure, LTD (the Engineer).

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

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

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

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	**(Date)**

ATTACHMENT E

FEE SCHEDULE

S B INFRASTRUCTURE, LTD

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 256+22.89 To Sta 350+00
S&B INFRASTRUCTURE, LTD

NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	PROPOSED HRS PER SHT	ACTUAL HRS PER SHT	Principal	Project Manager	Senior Engineer	Senior Structural Engineer	Project Engineer	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
		FC 145 - PROJECT MANAGEMENT (FC 160 TO FC 190) (PS&E SERVICES) (7 MONTHS)												
		PREPARE/MANAGE WORK AUTHORIZATIONS (PS&E DEVELOPMENT) (INCLUDING RECORD KEEPING, FILING, ADMINISTRATION, ETC) AND OVERALL QA/QC			16	80	16					60	172	$ 27,996.08
		SCHEDULE & ATTEND WORK AUTHORIZATION DEVELOPMENT MEETINGS **(4 MEETINGS)**			16	16	16					24	72	$ 12,479.68
		COORDINATION/PREPARE SUB WORK AUTHORIZATIONS/MANAGE SUBCONSULTANTS			10	24	8					24	66	$ 10,942.16
		PREPARATION OF INVOICES AND PROGRESS REPORTS (TOTAL = 7 EA)			7	30	14					48	99	$ 13,652.06
		SCHEDULE & ATTEND PRE-DESIGN MEETING & PREPARE MINUTES (TOTAL= 1)			8	8	8					4	28	$ 5,752.96
		SCHEDULE & ATTEND TRAF SAFETY REVIEW MEETING AND PREPARE MEETINGS (TOTAL= 1)				8	8					4	20	$ 3,190.40
		SCHEDULE, ATTEND AND PREPARE MINUTES FOR **7 MONTHLY** PROGRESS MEETINGS **(2 HRS)**			6	24	24	12	24	10	12	18	130	$ 18,947.04
		RESEARCH / REVIEW EXISTING PLANS & DATA											0	$ -
		PREPARE PROJECT SCHEDULE (UPDATE **MONTHLY 7 EA**)				18	10		12			12	52	$ 7,722.98
		MONITOR SUB-PROVIDER'S SCHEDULES ON A MONTHLY BASIS			8	24							32	$ 7,559.60
		PREPARE & ASSEMBLE PRELIMINARY COST ESTIMATES (1 @ 60% AND 1 @ 100%)				10	16		40	24			90	$ 12,120.98
		CONDUCT SITE VISIT OF PROJECT AREA (4 SITE VISITS 2 Roadway 2 Hydraulics)				8	32		32	32			104	$ 13,837.84
		ORGANIZE AND DOWNLOAD ELECTRONIC FILE DELIVERABLES				2			8	20	20	2	52	$ 4,724.66
		ASSIST PROG MGR IN DEVELOPING OF CPM SCHEDULE				8	30		4	0		2	44	$ 7,139.96
		SUB-TOTAL - FC 145 - PROJECT MANAGEMENT (FC 160 TO FC 190) (PS&E SERVICES) (7 MONTHS)			**71**	**260**	**182**	**12**	**120**	**86**	**32**	**198**	**961**	**$ 146,066.40**
		0 - FC 150 - FIELD SURVEY												
		COORDINATION AND DEVELOPMENT OF SURVEY				20			40				60	$ 9,641.80
		COORDINATION AND DEVELOPMENT OF SURVEY FOR UTILITIES				8			18				26	$ 4,130.60
		SUB-TOTAL - 0 - FC 150 - FIELD SURVEY			**0**	**28**	**0**	**0**	**58**	**0**	**0**	**0**	**86**	**$ 13,772.40**
		I. GENERAL												
		FC 163 - MISCELLANEOUS (ROADWAY)												
1	1	TITLE SHEET	**24**	**28**			4		4	16	4		28	$ 2,805.96
2	2 - 3	2 - INDEX OF SHEETS	**20**	**20**		1	2		6	6	24		39	$ 3,560.33
2	4 - 5	2 - PROJECT LAYOUT (60 STA/SHEET-DBLE BANKED)	**20**	**20**		2	5		10	10	12		39	$ 4,274.66
10	6 - 15	10 - EXISTING & PROPOSED TYPICAL SECTIONS	**10**	**11**		2	8		40		64		114	$ 11,736.58
30	16 - 45	30 - GENERAL NOTES & SPECIFICATION DATA	**4**	**5**		2	2		40	80	40	0	164	$ 15,727.54
2	46 - 47	2 - ESTIMATE & QUANTITY SHEETS	**20**	**20**		2	2		8	14	14		40	$ 3,995.96
2	48 - 49	2 - SUMMARY OF TRAFFIC CONTROL QUANTITIES	**20**	**20**					8	16	16		40	$ 3,568.32
2	50 - 51	2 - SUMMARY OF ROADWAY QUANTITIES	**20**	**20**					8	20	12		40	$ 3,616.36
2	52 - 53	2 - SUMMARY OF RETAINING WALL QUANTITIES	**20**	**20**					12	20	8		40	$ 3,879.04
2	54 - 55	2 - DRIVEWAY SUMMARY & TYPICAL LAYOUT SHEET (4 DRIVEWAYS)	**20**	**21**		2	4		4	8	24		42	$ 3,981.54
1	56 - 56	1 - SUMMARY OF CULVERT QUANTITIES	**20**	**20**					4	8	8		20	$ 1,784.16

S B INFRASTRUCTURE, LTD

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 256+22.89 To Sta 350+00
S&B INFRASTRUCTURE, LTD

0	57 - 56	0 - SUMMARY OF STORM SEWER QUANTITIES	20	#DIV/0!									0	$ -
1	57 - 57	1- SUMMARY OF BRIDGES	20	20					8	8	4		20	$ 2,046.84
0	58 - 57	0 - SUMMARY OF ILLUMINATION QUANTITIES (TO BE DONE BY ADDITIONAL WORK)	20	#DIV/0!										$ -
0	58 - 57	0 - SUMMARY OF TRAFFIC SIGNAL QUANTITIES (TO BE DONE BY ADDITIONAL WORK)	20	#DIV/0!									0	$ -
4	58 - 61	4 - SUMMARY OF EARTHWORK QUANTITIES	20	20					20	40	20		80	$ 7,495.40
1	62 - 62	1 - SUMMARY OF SMALL SIGNS	20	20					8	8	4		20	$ 2,046.84
1	63 - 63	1 - SUMMARY OF PAVEMENT MARKINGS	20	20					8	8	4		20	$ 2,046.84
1	64 - 64	1 - SUMMARY OF DELINEATION & OBJ MRKR QUANTITIES	20	20					8	8	4		20	$ 2,046.84
1	65 - 65	1 - SUMMARY OF SW3P (EROSION CONTROL)	20	20					8	8	4		20	$ 2,046.84
1	66 - 66	1- SUMMARY OF REMOVAL ITEMS	20	20					8	8	4		20	$ 2,046.84
0	67 - 66	**II. TRAFFIC CONTROL PLANS (TCP)**												
2	67 - 68	2 - SEQUENCE OF CONSTRUCTION NARRATIVE	10	11		2	4			12	4		22	$ 2,341.50
6	69 - 74	6 - TRAFFIC CONTROL PLAN TYPICAL SECTIONS (1:100)	20	20		2	8		48	24	40		122	$ 13,120.34
2	75 - 76	2 - TRAFFIC CONTROL PLAN GENERAL NOTES	4	5			1		2	2	4		9	$ 885.68
4	77 - 80	4 - TCP ADVANCE WARNING SIGNS	10	10		1			4	12	22		39	$ 3,323.27
20	81 - 100	20 - TRAFFIC CONTROL PLAN - PHASE LAYOUTS - 2 PHASES (1:100)	20	20		6	24		80	120	160		390	$ 37,445.10
3	101 - 103	3 - TRAFFIC CONTROL PLAN - DETOUR LAYOUTS	20	20		4	4		12	16	24		60	$ 6,159.72
0	104 - 103	0 - TEMPORARY TRAFFIC SIGNALS AND ILLUMINATION (TO BE DONE BY ADDITIONAL WORK)	20	#DIV/0!									0	$ -
0	104 - 103	0 - TCP CROSS SECTIONS ROLL PLOT					8		8	24	80		120	$ 10,077.12
0	104 - 103	0 - STANDARDS												
12	104 - 115	12 - BC 1 THRU 12	2	2					12		12		24	$ 2,498.52
1	116 - 116	1-WZ (TD)-03	2	2					1		1		2	$ 208.21
1	117 - 117	1-WZ (STPM)-03	2	2					1		1		2	$ 208.21
1	118 - 118	1-WZ (UL)-03	2	2					1		1		2	$ 208.21
1	119 - 119	1-WZ l(DERD)-03	2	2					1		1		2	$ 208.21
1	120 - 120	1-WZ (BTS-1)-03	2	2					1		1		2	$ 208.21
1	121 - 121	1-WZ (BTS-2)-03	2	2					1		1		2	$ 208.21
1	122 - 122	1-WZ (BRK)-03	2	2					1		1		2	$ 208.21
1	123 - 123	1-TCP (2-1)-98	2	2					1		1		2	$ 208.21
1	124 - 124	1-TCP (2-3)-03	2	2					1		1		2	$ 208.21
1	125 - 125	1-TCP (2-5)-03	2	2					1		1		2	$ 208.21
1	126 - 126	1-TCP (2-6)-98	2	2					1		1		2	$ 208.21
3	127 - 129	3 - TCP (3-1) THRU (3-3)-98	2	1					1		1		2	$ 208.21
1	130 - 130	1-TCP (7-1)-98	2	2					1		1		2	$ 208.21
130		**SUB-TOTAL - FC 163 - MISCELLANEOUS (ROADWAY)**			**0**	**26**	**76**	**0**	**391**	**496**	**629**	**0**	**1618**	**$ 157,264.87**
		III. ROADWAY DETAILS												

S B INFRASTRUCTURE, LTD

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 256+22.89 To Sta 350+00
S&B INFRASTRUCTURE, LTD

0	131 - 130	**FC 160 - ROADWAY DESIGN CONTROLS**												
6	131 - 136	6 - HORIZONTAL ALIGNMENT DATA SHEETS	**10**	**10**	0	2	4		24	18	14		62	$ 6,840.44
0	137 - 136	0 - BENCHMARK DATA SHEETS:		**#DIV/0!**										
10	137 - 146	10 - SURVEY CONTROL INDEX OF SHEETS (PROCESS ONLY - TO BE DONE BY SURVEYOR)		**2**	0		2		4	4	8		18	$ 1,771.36
8	147 - 154	8 - HORIZONTAL AND VERTICAL CONTROL DATA SHEETS (PROCESS ONLY - TO BE DONE BY SURVEYOR)		**2**	0		2		4	4	8		18	$ 1,771.36
5	155 - 159	5 - REMOVAL PLAN	**20**	**20**			10		14	36	40		100	$ 9,367.64
0	160 - 159	PLAN AND PROFILE		**#DIV/0!**										
5	160 - 164	5 - ROADWAY P & P SHEETS - EB & WB MAIN LANES TOGETHER	**30**	**30**	0	3	12		18	45	72		150	$ 13,890.51
8	165 - 172	8-ROADWAY P&P SHEETS - EB FRONTAGE ROAD	**30**	**30**	0	6	16		24	95	102		243	$ 22,279.52
9	173 - 181	9 -ROADWAY P&P SHEETS - WB FRONTAGE ROAD	**30**	**30**	0	**7**	**18**		**27**	**107**	**115**		274	$ 25,144.74
5	182 - 186	5 - ROADWAY P & P SHEETS - SH 365 WBNB DIRECT CONNECTOR	**25**	**25**	0	6	12		16	32	60		126	$ 12,303.38
12	187 - 198	12 - ROADWAY P & P SHEETS - SH 365 SBEB DIRECT CONNECTOR	**20**	**20**	0	**11**	**24**		**30**	**60**	**115**		240	$ 23,435.20
10	199 - 208	10 - ROADWAY P & P SHEETS - SH 365 WBSB DIRECT CONNECTOR	**20**	**20**	0	**12**	**16**		**24**	**50**	**98**		200	$ 19,496.10
5	209 - 213	5 - ROADWAY P & P SHEETS - SH 365 NBEB DIRECT CONNECTOR	**25**	**25**	0	6	12		16	32	60		126	$ 12,303.38
2	214 - 215	2 - ROADWAY P & P SHEETS - EB RAMP 1	**25**	**25**	0	4	4		6	12	24		50	$ 5,004.96
2	216 - 217	2 - ROADWAY P & P SHEETS - EB RAMP 2	**25**	**25**	0	4	4		6	12	24		50	$ 5,004.96
2	218 - 219	2 - ROADWAY P & P SHEETS - WB RAMP 1	**25**	**25**	0	4	4		6	12	24		50	$ 5,004.96
2	220 - 221	2 - ROADWAY P & P SHEETS - WB RAMP 2	**25**	**25**	0	4	4		6	12	24		50	$ 5,004.96
1	222 - 222	1 - INTERSECTION LAYOUT SHEETS - DICKER RD EB	**25**	**25**	0	2	2		3	6	12		25	$ 2,502.48
1	223 - 223	1 - INTERSECTION LAYOUT SHEETS - DICKER RD WB	**25**	**25**	0	2	2		3	6	12		25	$ 2,502.48
2	224 - 225	2 - INTERSECTION LAYOUT SHEETS - STEWART RD (FM 2557)	**25**	**25**	0	2	4		8	12	24		50	$ 4,862.42
4	226 - 229	4 - MISCELLANEOUS ROADWAY DETAILS	**20**	**21**			4		8	32	40		84	$ 7,251.92
0	230 - 229	0 - STANDARDS		**0**										
1	230	CCCG-01	**2**	**2**					1		1		2	$ 208.21
1	231	CRCP (1)-09	**2**	**2**					1		1		2	$ 208.21
1	232	TA (CP)-99	**2**	**2**					1		1		2	$ 208.21
1	233	JS-94	**2**	**2**					1		1		2	$ 208.21
1	234	GF(31)-11	**2**	**2**					1		1		2	$ 208.21
1	235	GF(31)DAT-11	**2**	**2**					1		1		2	$ 208.21
1	236	GF(31)LS-11	**2**	**2**					1		1		2	$ 208.21
1	237	GF(31)TR-11	**2**	**2**					1		1		2	$ 208.21
1	238	GF(31)T101-13	**2**	**2**					1		1		2	$ 208.21
1	239	SGT 7-09	**2**	**2**					1		1		2	$ 208.21
1	240	SGT 8-09	**2**	**2**					1		1		2	$ 208.21
1	241	BED-09	**2**	**2**					1		1		2	$ 208.21
1	242	SSCB (1)-99	**2**	**2**					1		1		2	$ 208.21

S B INFRASTRUCTURE, LTD

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 256+22.89 To Sta 350+00
S&B INFRASTRUCTURE, LTD

1	243	SSCB (2)-00A	2	2					1		1		2	$	208.21
1	244	SSCB (3)-02	2	2					1		1		2	$	208.21
1	245	TRACC (N)-05	2	2					1		1		2	$	208.21
1	246	REACT (N)-05	2	2					1		1		2	$	208.21
1	247	QUAD (N)-99	2	2					1		1		2	$	208.21
1	248	TE(HMAC)-11	2	2					1		1		2	$	208.21
4	249 - 252	4 - RS(1)-10	2	1					1		1		2	$	208.21
122		**SUB-TOTAL - 0 - FC 160 - ROADWAY DESIGN CONTROLS**			**0**	**75**	**156**	**0**	**267**	**587**	**896**	**0**	**1981**	**$**	**189,906.97**
		0 - IV. WALL DETAILS													
0	253 - 252	**FC 163 - MISCELLANEOUS - RETAINING WALL**													
32	253 - 284	**32** - PREPARE RETAINING WALL PLAN AND PROFILE SHEETS	30	30		64	80		160	176	480		960	$	96,915.52
2	285 - 286	2 - PREPARE RETAINING WALL MISCELLANEOUS DETAILS	20	20			4		8	12	16		40	$	3,875.84
6	287 - 292	6 - BORING LOGS	9	9			12			24	18		54	$	5,203.50
0	293 - 292	0 - STANDARDS		#DIV/0!											
1	293	RW (MSE)	2	2					1		1		2	$	208.21
1	294	RW (TRF)	2	2					1		1		2	$	208.21
1	295	RW (TEW)	2	2					1		1		2	$	208.21
1	296	EMRW-94	2	2					1		1		2	$	208.21
44		**SUB-TOTAL - 0 - FC 163 - MISCELLANEOUS - RETAINING WALL**			**0**	**64**	**96**	**0**	**172**	**212**	**518**	**0**	**1062**	**$**	**106,827.70**
		V. ROADWAY DRAINAGE DETAILS													
		FC 161 - ROADWAY DRAINAGE													
0	297 - 296	0 - DATA COLLECTION/REVIEW DATA		#DIV/0!		**2**			**10**		**16**		28	$	2,926.14
0	297 - 296	0 - FIELD TRIP TO VERIFY EXISTING CONDITIONS (TWO TRIPS)		#DIV/0!		2	6		14				22	$	3,294.54
10	297 - 306	10 - PREPARE LARGE AND SMALL DRAINAGE AREA MAPS:	20	20		3	8		32	54	106		203	$	18,339.73
8	307 - 314	8 - HYDROLOGY CALCULATIONS (~~STORM SEWER~~, CULVERTS, DITCHES):	10	9		**4**	**8**		**20**	**16**	**20**		68	$	7,610.80
6	315 - 320	6 - HYDRAULIC COMPUTATIONS SHEETS (~~STORM SEWER~~, CULVERTS, DITCHES):	10	9		3	6		16	12	16		53	$	5,916.31
6	321 - 326	6 - CULVERT LAYOUT SHEETS	20	20		**4**	**16**		**28**	**36**	**36**		120	$	12,793.52
0	327 - 326	0 - STORM SEWER P&P SHEETS	20	#DIV/0!									0	$	-
10	327 - 336	10 - UTILITIES & DRAINAGE P & P SHEETS (STORM SEWER)	10	10		2	8		24	24	44		102	$	10,118.86
10	337 - 346	10 - UTILITIES & DRAINAGE P & P SHEETS (DITCHES)	10	10		2	8		24	24	44		102	$	10,118.86
2	347 - 348	2 - PREPARE MISCELLANEOUS DETAILS	20	20		2	4		4	14	16		40	$	3,911.06
6	349 - 354	6 - PREPARE 10, 50, AND 100 YR WATER SURFACE PROFILES (CULVERTS)	20	20			12		54	54			120	$	13,813.80
5	355 - 359	5 - PREPARE IRRIGATION LAYOUTS	20	20			8		42	22	26		98	$	10,717.94
20	360 - 379	20 - PREPARE STANDARDS		2					20		20		40	$	4,164.20
83		**SUB-TOTAL - 0 - FC 161 - ROADWAY DRAINAGE**		**12**	**0**	**24**	**84**	**0**	**288**	**256**	**344**	**0**	**996**	**$**	**103,725.76**

S B INFRASTRUCTURE, LTD

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 256+22.89 To Sta 350+00
S&B INFRASTRUCTURE, LTD

		0 - FC 161 - LEVEE DESIGN												
0	380 - 379	0 - LEVEE TYPICAL SECTIONS	**20**	**#DIV/0!**									0	$ -
0	380 - 379	0 - LEVEE P & P SHEETS	**20**	**#DIV/0!**									0	$ -
0	380 - 379	0 - CROSS SECTIONS **(ROLL PLOT)**		**#DIV/0!**									0	$ -
0	380 - 379	0 - MISCELLANEOUS & FLOODGATE LEVEE DETAILS	**20**	**#DIV/0!**									0	$ -
0	380 - 379	0 -RELOCATION OF FLOODWAY LEVEE ANALYSIS	**0**	**#DIV/0!**									0	$ -
0		**SUB-TOTAL - 0 - FC 161 - LEVEE DESIGN**			**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
		VII. BRIDGES												
	380 - 379	**SH 365 WBNB DC BRIDGE: STA 271+92.88 TO STA 273+92.62**												
1	380 - 380	1 - BRIDGE LAYOUTS (2 span, straddle bent) Typical Section	**45**	**55**		**2**	**29**	**4**		**20**			**55**	$ 7,431.38
1	381 - 381	1 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	**40**	**42**		2	9	1	18		12		42	$ 5,354.20
1	382 - 382	1 - FOUNDATION LAYOUTS	**30**	**17**		1	3	2		8	3		17	$ 1,921.10
1	383 - 383	1 - FOUNDATION DETAILS- TYPE(S)	**35**	**37**		1	7	4	11	7	7		37	$ 4,622.24
4	384 - 387	4 - ABUTMENTS - 2 TYPE	**32**	**26**		2	20	4	36	20	20		102	$ 12,345.18
5	388 - 391	**4** - POST TENSION STRADDLE BENT	**300**	**30**		**3**		**72**	**25**		**50**		**150**	$ 20,296.59
1	392	STEEL SLAB SPAN - 1 Unit	**30**	**52**		1	9	2	15	15	10		52	$ 6,018.01
1	393	STEEL GIRDER ELEV - 1 UNIT	**30**	**61**		1	15	3	18	12	12		61	$ 7,458.67
1	394	STEEL FRAMING PLAN - 1 UNIT	**35**	**52**		1	8	3	15	15	10		52	$ 6,034.03
1	395	STEEL CAMBER & DEFLECTION - 1 UNIT	**25**	**52**		1	10	3	18	10	10		52	$ 6,348.77
1	396 - 396	1 - STEEL TYPICAL SECTIONS	**40**	**40**		1	8	4	10	6	11		**40**	$ 4,847.26
1	397	STEEL BEARING DETAILS	**20**	**52**		1	13	5	10	15	8		52	$ 6,359.95
2	398 - 399	2 - TYPICAL PLATE GIRDER DETAILS	**20**	**35**		**1**	**14**	**11**	**14**	**16**	**14**		**70**	$ 8,635.85
0	400 - 399	0 - MEJ DETAILS (NOT REQUIRED)	**20**	**#DIV/0!**		**0**	**0**	**0**	**0**	**0**	**0**		**0**	$ -
2	400 - 401	2 - ARCHITECTURAL TREATMENT	**20**	**20**		**1**	**8**	**12**		**12**	**7**		**40**	$ 5,101.90
1	402 - 402	1 - BRIDGE BORING LOGS	**9**	**9**		1	1		1	2	4		9	$ 956.95
24		**SUB-TOTAL SHEETS - 0 - SH 365 WBNB DC BRIDGE: STA 271+92.88 TO STA 273+92.62**			**0**	**20**	**154**	**130**	**191**	**158**	**178**	**0**	**831**	**$ 103,732.08**
	403 - 402	**SH 365 WBNB DC BRIDGE: STA 285+47.25 TO STA 287+04.67**												
1	403 - 403	1 - BRIDGE LAYOUTS	**45**	**45**		2	13	12		18			45	$ 6,111.70
1	404 - 404	1 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	**40**	**24**		2	9	1			12		24	$ 2,889.28
1	405 - 405	1 - FOUNDATION LAYOUTS	**30**	**36**		1	3	4	16	8	4		36	$ 4,535.77
1	406 - 406	1 - FOUNDATION DETAILS- 1 TYPE(S)	**35**	**25**		1	6	4		7	7		25	$ 2,955.74
4	407 - 410	4 - ABUTMENTS - 2 TYPE	**32**	**14**		2	12	6	10	12	12		54	$ 6,619.42
2	411 - 412	2- INTERIOR BENTS - 1 TYPE	**30**	**30**		2	10	4	20	12	12		60	$ 7,316.14
1	413 - 413	1 - CONC SLAB SPAN & DEFLECTION - 1 UNIT	**30**	**42**		1	5	2	20	8	6		42	$ 5,194.03
1	414 - 414	1 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT	**35**	**31**		2	5	2	8	6	8		31	$ 3,734.94
1	415 - 415	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	**25**	**31**		2	6	3	12	4	4		31	$ 4,167.40
1	416 - 416	1 - PRESTR CONC BEAMS - IGND	**28**	**23**		1	4	1	6	3	8		23	$ 2,666.67
2	417 - 418	2 - ARCHITECTURAL TREATMENT	**20**	**26**		2	6	10	11	10	12		51	$ 6,333.56
1	419 - 419	1 - BRIDGE BORING LOGS	**9**	**9**		1	1		1	2	4		9	$ 956.95
17		**SUB-TOTAL SHEETS - 0 - SH 365 WBNB DC BRIDGE: STA 285+47.25 TO STA 287+04.67**			**0**	**19**	**80**	**49**	**104**	**90**	**89**	**0**	**431**	**$ 53,481.60**
	420 - 419	**SH 365 SBEB DC BRIDGE: STA 266+97.26 TO STA 294+28.74**												
9	420 - 428	9 - BRIDGE LAYOUTS	**45**	**36**		13	225	45		45			328	$ 50,418.43
1	429 - 429	1 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	**40**	**47**		7	9	1	18		12		47	$ 6,395.25
4	430 - 433	4 - FOUNDATION LAYOUTS	**30**	**17**		4	12	8		32	12		68	$ 7,684.40
4	434 - 437	4 - FOUNDATION DETAILS- 4 TYPE(S)	**35**	**38**		7	28	16	44	28	28		151	$ 19,113.59

S B INFRASTRUCTURE, LTD

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 256+22.89 To Sta 350+00
S&B INFRASTRUCTURE, LTD

6	438 - 443	6 - ABUTMENTS - 1 TYPE	32	19		14	20	4	36	20	20		114	$	14,843.70
8	444 - 451	8- INTERIOR BENTS - 4 TYPE	30	33		14	48	16	88	48	48		262	$	32,890.62
20	452 - 471	20 - INTERIOR BENTS - POST TENSION STRADDLE BENT	30	30		12		288	100		200		600	$	81,186.36
5	472 - 476	5 - CONC SLAB SPAN & DEFLECTION - 5 UNIT	30	33		7	30	10	50	40	30		167	$	20,340.37
5	477 - 481	5 - CONC FRAMING PLAN & BENT REPORT - 5 UNIT	35	29		7	20	5	55	30	30		147	$	17,709.77
5	482 - 486	5 - CONC TYPICAL SECTIONS AND DEFLECTIONS	25	33		10	50	15	30	30	30		165	$	21,477.50
2	487 - 488	2 - PRESTR CONC BEAMS - IGND	60	30		2	9	2	24	6	17		60	$	7,208.05
2	489 - 490	2 - STEEL SLAB SPAN - 2 Unit	20	55		7	18	4	30	30	20		109	$	13,077.07
2	491 - 492	2 - STEEL GIRDER ELEV - 1 UNIT	30	64		7	30	6	36	24	24		127	$	15,958.39
2	493 - 494	2 - STEEL FRAMING PLAN - 1 UNIT	35	55		7	16	6	30	30	20		109	$	13,109.11
2	495 - 496	2 - STEEL CAMBER & DEFLECTION - 1 UNIT	32	55		7	20	6	36	20	20		109	$	13,738.59
2	497 - 498	2 - STEEL TYPICAL SECTIONS	30	56		10	20	10	26	16	30		112	$	14,078.12
1	499	STEEL BEARING DETAILS	30	58		7	13	5	10	15	8		58	$	7,609.21
2	500 - 501	2 - TYPICAL PLATE GIRDER DETAILS	35	35		1	14	11	14	16	14		70	$	8,635.85
2	502 - 503	2 - MEJ DETAILS	25	0		0	0	0	0	0	0		0	$	-
2	504 - 505	2 - ARCHITECTURAL TREATMENT	28	20		1	8	12		12	7		40	$	5,101.90
2	506 - 507	2 - DRAINAGE DETAILS	20	20		2	6	6	8	10	8		40	$	4,932.94
4	508 - 511	4 - BRIDGE BORING LOGS	9	9		4	4		4	8	16		36	$	3,827.80
92		**SUB-TOTAL SHEETS - 0 - SH 365 SBEB DC BRIDGE: STA 266+97.26 TO STA 294+28.74**			**0**	**150**	**600**	**476**	**639**	**460**	**594**	**0**	**2919**	**$**	**379,337.02**
0	512 - 511	**SH 365 WBSB DC BRIDGE: STA 270+79.73 TO STA 278+36.47**													
3	512 - 514	3 - BRIDGE LAYOUTS	45	45		5	84	15		30			134	$	19,635.59
1	515 - 515	1 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	40	42		2	9	1	18		12		42	$	5,354.20
1	516 - 516	1 - FOUNDATION LAYOUTS	30	17		1	3	2		8	3		17	$	1,921.10
3	517 - 519	3 - FOUNDATION DETAILS- 3 TYPE(S)	35	37		2	21	12	33	21	21		110	$	13,658.51
4	520 - 523	4 - ABUTMENTS - 2 TYPE	32	26		2	20	4	36	20	20		102	$	12,345.18
6	524 - 529	6- INTERIOR BENTS - 3 TYPE	30	32		6	36	12	66	36	36		192	$	23,731.02
1	530 - 530	1 - CONC SLAB SPAN & DEFLECTION - 1 UNIT	30	33		1	6	2	10	8	6		33	$	3,984.79
1	531 - 531	1 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT	35	29		1	4	1	11	6	6		29	$	3,458.67
1	532 - 532	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	25	33		2	10	3	6	6	6		33	$	4,295.50
1	533 - 533	1 - PRESTR CONC BEAMS - IGND	28	28		1	4	1	11	3	8		28	$	3,351.37
1	534 - 534	1 - STEEL SLAB SPAN - 1 Unit	20	52		1	9	2	15	15	10		52	$	6,018.01
1	535 - 535	1 - STEEL GIRDER ELEV - 1 UNIT	45	61		1	15	3	18	12	12		61	$	7,458.67
1	536 - 536	1 - STEEL FRAMING PLAN - 1 UNIT	40	52		1	8	3	15	15	10		52	$	6,034.03
1	537 - 537	1 - STEEL CAMBER & DEFLECTION - 1 UNIT	30	52		1	10	3	18	10	10		52	$	6,348.77
1	538 - 538	1 - STEEL TYPICAL SECTIONS	35	40		1	8	4	10	6	11		40	$	4,847.26
1	539	STEEL BEARING DETAILS	32	52		1	13	5	10	15	8		52	$	6,359.95
2	540 - 541	2 - TYPICAL PLATE GIRDER DETAILS	30	35		1	14	11	14	16	14		70	$	8,635.85
2	542 - 543	2 - MEJ DETAILS	30	0		0	0	0	0	0	0		0	$	-
2	544 - 545	2 - ARCHITECTURAL TREATMENT	35	20		1	8	12		12	7		40	$	5,101.90
2	546 - 547	2 - DRAINAGE DETAILS	25	20		2	6	6	8	10	8		40	$	4,932.94
1	548 - 548	1 - BRIDGE BORING LOGS	28	9		1	1		1	2	4		9	$	956.95
37		**SUB-TOTAL SHEETS - 0 - SH 365 WBSB DC BRIDGE: STA 270+79.73 TO STA 278+36.47**			**0**	**34**	**289**	**102**	**300**	**251**	**212**	**0**	**1188**	**$**	**148,430.26**
	549 - 548	**SH 365 WBSB DC BRIDGE: STA 283+00.21 TO STA 285+02.61**													
1	549 - 549	1 - BRIDGE LAYOUTS	45	45		2	13	12		18			45	$	6,111.70
1	550 - 550	1 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	40	40		2	9	1	16		12		40	$	5,080.32
1	551 - 551	1 - FOUNDATION LAYOUTS	30	20		1	3	4		8	4		20	$	2,344.73
1	552 - 552	1 - FOUNDATION DETAILS- 1 TYPE(S)	35	35		1	6	4	10	7	7		35	$	4,325.14

S B INFRASTRUCTURE, LTD

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 256+22.89 To Sta 350+00
S&B INFRASTRUCTURE, LTD

4	553 - 556	4 - ABUTMENTS - 2 TYPE	32	16		2	12	6	20	12	12		64	$	7,988.82
2	557 - 558	2- INTERIOR BENTS - 1 TYPE	30	30		2	10	4	20	12	12		60	$	7,316.14
1	559 - 559	1 - CONC SLAB SPAN & DEFLECTION - 1 UNIT	30	30		1	5	2	8	8	6		30	$	3,550.75
1	560 - 560	1 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT	35	35		2	5	2	12	6	8		35	$	4,282.70
1	561 - 561	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	25	25		2	6	3	6	4	4		25	$	3,345.76
1	562 - 562	1 - PRESTR CONC BEAMS - IGND	28	28		1	4	1	11	3	8		28	$	3,351.37
2	563 - 564	2 - ARCHITECTURAL TREATMENT	20	20		2	6	10		10	12		40	$	4,827.22
1	565 - 565	1 - BRIDGE BORING LOGS	9	9		1	1		1	2	4		9	$	956.95
17		**SUB-TOTAL SHEETS - 0 - SH 365 WBSB DC BRIDGE: STA 283+00.21 TO STA 285+02.61**			**0**	**19**	**80**	**49**	**104**	**90**	**89**	**0**	**431**	**$**	**53,481.60**
	566 - 565	**SH 365 NBEB DC BRIDGE: STA 274+56.21 TO STA 277+95.16**													
1	566 - 566	1 - BRIDGE LAYOUTS	68	55		2	29	4		20			55	$	7,431.38
1	567 - 567	1 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	42	41		1	9	1	18		12		41	$	5,145.99
1	568 - 568	1 - FOUNDATION LAYOUTS	20	17		1	3	2		8	3		17	$	1,921.10
1	569 - 569	1 - FOUNDATION DETAILS- TYPE(S)	20	37		1	7	4	11	7	7		37	$	4,622.24
4	570 - 573	4 - ABUTMENTS - 2 TYPE	39	26		2	20	4	36	20	20		102	$	12,345.18
2	574 - 575	2- INTERIOR BENTS - 2 TYPE	30	45		2	10	30	20		28		90	$	12,037.78
5	576 - 579	4 - POST TENSION STRADDLE BENT	30	30		3		72	25		50		150	$	20,296.59
1	580	STEEL GIRDER ELEV - 1 UNIT	35	61		1	15	3	18	12	12		61	$	7,458.67
1	581	STEEL FRAMING PLAN - 1 UNIT	33	52		1	8	3	15	15	10		52	$	6,034.03
1	582	STEEL CAMBER & DEFLECTION - 1 UNIT	33	52		1	10	3	18	10	10		52	$	6,348.77
1	583 - 583	1 - STEEL TYPICAL SECTIONS	40	40		1	8	4	10	6	11		40	$	4,847.26
1	584	STEEL BEARING DETAILS	34	52		1	13	5	10	15	8		52	$	6,359.95
2	585 - 586	2 - TYPICAL PLATE GIRDER DETAILS	33	35		1	14	11	14	16	14		70	$	8,635.85
2	587 - 588	2 - MEJ DETAILS	33	0		0	0	0	0	0	0		0	$	-
2	589 - 590	2 - ARCHITECTURAL TREATMENT	38	20		1	8	12		12	7		40	$	5,101.90
2	591 - 592	2 - BRIDGE BORING LOGS	18	9		1	2		2	4	8		17	$	1,705.69
28		**SUB-TOTAL SHEETS - 0 - SH 365 NBEB DC BRIDGE: STA 274+56.21 TO STA 277+95.16**			**0**	**20**	**156**	**158**	**197**	**145**	**200**	**0**	**876**	**$**	**110,292.38**
	593 - 592	**SH 365 NBEB DC BRIDGE: STA 284+01.86 TO STA 286+04.06**													
1	593 - 593	1 - BRIDGE LAYOUTS	45	45		2	13	12		18			45	$	6,111.70
1	594 - 594	1 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	40	40		2	9	1	16		12		40	$	5,080.32
1	595 - 595	1 - FOUNDATION LAYOUTS	30	20		1	3	4		8	4		20	$	2,344.73
1	596 - 596	1 - FOUNDATION DETAILS- 1 TYPE(S)	35	35		1	6	4	10	7	7		35	$	4,325.14
4	597 - 600	4 - ABUTMENTS - 2 TYPE	32	16		2	12	6	20	12	12		64	$	7,988.82
2	601 - 602	2- INTERIOR BENTS - 1 TYPE	30	30		2	10	4	20	12	12		60	$	7,316.14
1	603 - 603	1 - CONC SLAB SPAN & DEFLECTION - 1 UNIT	30	30		1	5	2	8	8	6		30	$	3,550.75
1	604 - 604	1 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT	35	35		2	5	2	12	6	8		35	$	4,282.70
1	605 - 605	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	25	25		2	6	3	6	4	4		25	$	3,345.76
1	606 - 606	1 - PRESTR CONC BEAMS - IGND	28	28		1	4	1	11	3	8		28	$	3,351.37
2	607 - 608	2 - ARCHITECTURAL TREATMENT	20	20		2	6	10		10	12		40	$	4,827.22
1	609 - 609	1 - BRIDGE BORING LOGS	9	9		1	1		1	2	4		9	$	956.95
17		**SUB-TOTAL SHEETS - 0 - SH 365 NBEB DC BRIDGE: STA 284+01.86 TO STA 286+04.06**			**0**	**19**	**80**	**49**	**104**	**90**	**89**	**0**	**431**	**$**	**53,481.60**
	610 - 609	**BRIDGE OVER STEWART ROAD (1st BRIDGE)**													
1	610 - 610	1 - BRIDGE LAYOUTS	45	45		2	13	12		18			45	$	6,111.70
1	611 - 611	1 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	40	40		2	9	1	16		12		40	$	5,080.32
1	612 - 612	1 - FOUNDATION LAYOUTS	30	20		1	3	4		8	4		20	$	2,344.73
1	613 - 613	1 - FOUNDATION DETAILS- 1 TYPE(S)	35	35		1	6	4	10	7	7		35	$	4,325.14
2	614 - 615	2 - ABUTMENTS - 1 TYPE	32	32		2	12	6	20	12	12		64	$	7,988.82

S B INFRASTRUCTURE, LTD

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 256+22.89 To Sta 350+00
S&B INFRASTRUCTURE, LTD

2	616 - 617	2- INTERIOR BENTS - 1 TYPE	30	30		2	10	4	20	12	12		60	$	7,316.14
1	618 - 618	1 - CONC SLAB SPAN & DEFLECTION - 1 UNIT	30	30		1	5	2	8	8	6		30	$	3,550.75
1	619 - 619	1 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT	35	35		2	5	2	12	6	8		35	$	4,282.70
1	620 - 620	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	25	25		2	6	3	6	4	4		25	$	3,345.76
1	621 - 621	1 - PRESTR CONC BEAMS - IGND	28	28		1	4	1	11	3	8		28	$	3,351.37
2	622 - 623	2 - ARCHITECTURAL TREATMENT	20	20		2	6	10		10	12		40	$	4,827.22
1	624 - 624	1 - BRIDGE BORING LOGS	9	9		1	1		1	2	4		9	$	956.95
	625 - 624	**BRIDGE OVER STEWART ROAD (2nd BRIDGE)**													
1	625 - 625	1 - BRIDGE LAYOUTS	45	31		2	9	8	0	12	0		31	$	4,266.66
1	626 - 626	1 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	40	28		2	6	1	11	0	8		28	$	3,630.06
1	627 - 627	1 - FOUNDATION LAYOUTS	30	15		1	2	3	0	6	3		15	$	1,770.56
1	628 - 628	1 - FOUNDATION DETAILS- 1 TYPE(S)	35	25		1	4	3	7	5	5		25	$	3,108.72
2	629 - 630	2 - ABUTMENTS - 1 TYPE	32	22		2	8	4	14	8	8		44	$	5,555.98
2	631 - 632	2- INTERIOR BENTS - 1 TYPE	30	21		2	7	3	14	8	8		42	$	5,219.64
1	633 - 633	1 - CONC SLAB SPAN & DEFLECTION - 1 UNIT	30	23		1	4	2	6	6	4		23	$	2,807.61
1	634 - 634	1 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT	35	26		2	4	2	8	4	6		26	$	3,265.68
1	635 - 635	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	25	18		2	4	2	4	3	3		18	$	2,420.83
1	636 - 636	1 - PRESTR CONC BEAMS - IGND	28	21		1	3	1	8	2	6		21	$	2,554.57
2	637 - 638	2 - ARCHITECTURAL TREATMENT	20	14		2	4	7	0	7	8		28	$	3,443.44
1	639 - 639	1 - BRIDGE BORING LOGS	9	8		1	1	0	1	2	3		8	$	885.68
30		**SUB-TOTAL SHEETS - 0 - BRIDGE OVER STEWART ROAD (1st BRIDGE)**			**0**	**38**	**136**	**85**	**177**	**153**	**151**	**0**	**740**	**$**	**92,411.03**
		0 - BRIDGE STANDARDS													
1	640 - 640	1 - BAS-C BRIDGE APPROACH SLAB	2	2				1			1		2	$	247.45
1	641	FD FOUNDATION DETAILS (1 OF 2)	2	2				1			1		2	$	247.45
1	642	FD FOUNDATION DETAILS (2 OF 2)	2	2				1			1		2	$	247.45
1	643	MEBRS MINIMUM ERECTION	2	2				1			1		2	$	247.45
1	644	ODSR OPTIONAL DRILLED SHAFT REINFORCING	2	2				1			1		2	$	247.45
1	645	PCP PRESTRESSED CONCRETE PANELS (1 OF 4)	2	2				1			1		2	$	247.45
1	646	PCP PRESTRESSED CONCRETE PANELS (2 OF 4)	2	2				1			1		2	$	247.45
1	647	PCP PRESTRESSED CONCRETE PANELS (3 OF 4)	2	2				1			1		2	$	247.45
1	648	PCP PRESTRESSED CONCRETE PANELS (4 OF 4)	2	2				1			1		2	$	247.45
1	649	PMDF PERMANENT METAL DECK FORMS (1 OF 2)	2	2				1			1		2	$	247.45
1	650	PMDF PERMANENT METAL DECK FORMS (2 OF 2)	2	2				1			1		2	$	247.45
1	651	SBTS THICKENED SLAB STEEL GIRDERS	0	2				1			1		2	$	247.45
1	652	SBMS MISCELLANEOUS SLAB DETAIL STEEL GIRDERS	0	2				1			1		2	$	247.45
1	653	SEJ-A SEALED EXPANSION JOINT	2	2				1			1		2	$	247.45
1	654	SGEB ELASTOMERIC BEARING STEEL GIRDERS (1 OF 3)	2	2				1			1		2	$	247.45
1	655	SGEB ELASTOMERIC BEARING STEEL GIRDERS (2 OF 3)	2	2				1			1		2	$	247.45
1	656	SGEB ELASTOMERIC BEARING STEEL GIRDERS (3 OF 3)	2	2				1			1		2	$	247.45
1	657	SGMD MISCELLANEOUS DETAILS STEEL GIRDERS (1 OF 3)	2	2				1			1		2	$	247.45
1	658	SGMD MISCELLANEOUS DETAILS STEEL GIRDERS (2 OF 3)	2	2				1			1		2	$	247.45
1	659	SGMD MISCELLANEOUS DETAILS STEEL GIRDERS (3 OF 3)	2	2				1			1		2	$	247.45
1	660	T551 CONCRETE SAFTEY F-SHAPE RAIL (1 OF 2)	3	2				1			1		2	$	247.45
1	661	T551 CONCRETE SAFTEY F-SHAPE RAIL (2 OF 2)	2	2				1			1		2	$	247.45
1	662	BD-1 BRIDGE DRAIN	2	20				10			10		20	$	2,474.50
1	663	IGCS CONTINUOUS SLAB DETAILS	2	2				1			1		2	$	247.45
1	664	IGD PRESTRESSED CONCRETE I-GIRDER DETAILS (1 OF 2)	2	2				1			1		2	$	247.45
1	665	IGD PRESTRESSED CONCRETE I-GIRDER DETAILS (2 OF 2)	2	2				1			1		2	$	247.45

S B INFRASTRUCTURE, LTD

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 256+22.89 To Sta 350+00
S&B INFRASTRUCTURE, LTD

1	666	IGEB ELASTOMERIC BEARING AND GRDER END (1 OF 2)	2	2				1			1		2	$ 247.45
1	667	IGEB ELASTOMERIC BEARING AND GRDER END (2 OF 2)	2	2				1			1		2	$ 247.45
1	668	IGMS MISCELLANEOUS SLAB DETAIL	2	2				1			1		2	$ 247.45
1	669	IGTS THICKEND SLAB END DETAILS	2	2				1			1		2	$ 247.45
1	670	MEBRC MINIMUM ERECTION	2	2				1			1		2	$ 247.45
1	671	BL BRIDGE LIGHTING DETAILS	2	2				1			1		2	$ 247.45
1	672	CSAB CEMENT STABILIZED ABUTMENT BACKFILL	2	2				1			1		2	$ 247.45
0	673 - 672	~~0 - CLF-RO 8 FT CHAINLINK FENCE FOR RAILROAD OVERPASS (1 OF 2)~~ **(NOT REQUIRED)**	2	#DIV/0!				0			0		0	$ -
0	673 - 672	~~0 - CLF-RO 8 FT CHAINLINK FENCE FOR RAILROAD OVERPASS (2 OF 2)~~ **(NOT REQUIRED)**	2	#DIV/0!				0			0		0	$ -
1	673	CRR CONCRETE RIP RAP (TYPE RR 8 AND RR9)	2	2				1			1		2	$ 247.45
34		**SUB-TOTAL SHEETS - 0 - BRIDGE STANDARDS**			**0**	**0**	**0**	**43**	**0**	**0**	**43**	**0**	**86**	**$ 10,640.35**
296		**SUB-TOTAL BRIDGE SHEETS**			**0**	**130**	**741**	**486**	**882**	**729**	**784**	**0**	**3752**	**$ 468,737.22**
		VIII. TRAFFIC ITEMS												
0	674 - 673	**FC 162 - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION**												
0	674 - 673	**0 - SIGNALIZATION (0 INTERSECTIONS) TO BE DONE BY ADDITIONAL WORK**												
0	674 - 673	0 - TRAFFIC SIGNAL EXISTING & PROPOSED CONDITIONS LAYOUT	**10**	#DIV/0!										$ -
0	674 - 673	0 - TRAFFIC SIGNAL NOTES & DETAILS	**10**	#DIV/0!										$ -
0	674 - 673	0 - TRAFFIC SIGNAL ESTIMATED QUANTITIES	**20**	#DIV/0!										$ -
0	674 - 673	0 - TRAFFIC SIGNAL NOTES & DETAILS	**10**	#DIV/0!										$ -
0	674 - 673	0 - TRAFFIC SIGNAL STANDARDS	**2**	#DIV/0!										$ -
	674 - 673	**0 - FC 162-PREPARE SIGNING & PAVEMENT MARKING DESIGN**												
10	674 - 683	10- SIGNING & PAVEMENT MARKINGS LAYOUT (1:100) (MAINLANES & FRTG RDS)	**15**	**0**										$ -
4	684 - 687	4 - SMALL SIGN SUMMARY	**20**	**0**										$ -
2	688 - 689	2 - LARGE SIGN SUMMARY	**20**	**0**										$ -
4	690 - 693	4 - LARGE SIGN DETAILS	**20**	**0**										$ -
0	694 - 693	SIGNING AND PAVEMENT MARKING STANDARDS:												
5	694 - 698	5 - TSR(1)-08 THRU TSR(5)-08	**2**	**0**										$ -
1	699	SMD(GEN)-08	**2**	**0**										$ -
3	700 - 702	3 - SMD(SLIP-1)-08 THRU (SLIP-3)-08	**2**	**0**										$ -
4	703 - 706	4 - SMD(2-1) THRU (2-4)-08	**2**	**0**										$ -
1	707	SMD (TY G)-08	**2**	**0**										$ -
1	708	SMD (8W1)-08	**2**	**0**										$ -
1	709	SMD (8W2)-08	**2**	**0**										$ -
1	710	BMCS	**2**	**0**										$ -
1	711	SPECIAL SIGN MOUNT DETAILS	**2**	**0**										$ -
5	712 - 716	5 - D&OM(1) THRU (5)-04	**2**	**0**										$ -
1	717	D&OM(VIA)-04	**2**	**0**										$ -
1	718	PM(1)-03	**2**	**0**										$ -
1	719	PM(2)-08	**2**	**0**										$ -
1	720	PM(4)-03	**2**	**0**										$ -
2	721 - 722	2 - PM(5) THRU (6)-01	**2**	**0**										$ -
1	723	FPM(1)-08	**2**	**0**										$ -
1	724	SIGN MNT DET,- LARGE RDSD. SIGNS: SMD(2-6)-08	**20**	**0**										$ -
2	725 - 726	2 -OVERHEAD SIGN BRIDGE DETAILS: OSB-Z1	**10**	**0**										$ -
2	727 - 728	2 - HIGH LEVEL OVERHEAD SIGN BRIDGE DETAILS: HOSB-Z1	**10**	**0**										$ -
2	729 - 730	2 - OVERHEAD SIGN BRIDGE TOWER DETAILS: OSBT	**10**	**0**										$ -
1	731	OVERHEAD SIGN BRIDGE TRUSS DETAILS: OSBC	**20**	**0**										$ -
1	732	FOUNDATION EMBEDMENT SELECTION CHARTS:OSB-FD	**20**	**0**										$ -

S B INFRASTRUCTURE, LTD

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 256+22.89 To Sta 350+00
S&B INFRASTRUCTURE, LTD

1	733	OVERHEAD SIGN BRIDGE DETAILS: COSS & OSB-SZ	20	0										$	-
1	734	CANTILEVER OVERHEAD SIGN SUPPORTS: COSS-Z1-10	20	0										$	-
1	735	HIGH LEVEL CANTILEVER OVERHEAD SIGN SUPPORTS: HCOSS-Z1-10	20	0										$	-
2	736 - 737	2 - CANTILEVER OVERHEAD SIGN SUPPORT DETAILS: COSSD	10	0										$	-
1	738	CANTILEVER OVERHEAD SIGN SUPPORT FOUNDATION: COSSF	20	0										$	-
1	739	FOUNDATION EMBEDMENT SELECTION CHARTS: COSS-FD	20	0										$	-
3	740 - 742	3 - FPM(2) THRU (4)-00A	2	0										$	-
69		**SUB-TOTAL - FC 162 - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION**			**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$**	**-**
		FC 163 - MISCELLANEOUS - HIGH MAST ILLUMINATION (TO BE DONE BY ADDITIONAL WORK)													
0	743 - 742	0 - PREPARE ILLUMINATION DESIGN:		#DIV/0!											
0	743 - 742	0 - SUMMARY OF QUANTITIES	16	#DIV/0!										$	-
0	743 - 742	0 - ILLUMINATION LAYOUT	20	#DIV/0!										$	-
0	743 - 742	0 - ILLUMINATION CIRCUIT DIAGRAM	20	#DIV/0!										$	-
0	743 - 742	0 - UNDERPASS LIGHTING	20	#DIV/0!										$	-
0	743 - 742	0 - LIGHTING CONTOUR	20	#DIV/0!										$	-
0	743 - 742	0 - MISCELLANEOUS ILLUMINATION DETAILS	10	#DIV/0!										$	-
0	743 - 742	0-ILLUMINATION STANDARDS		#DIV/0!											
0		**SUB-TOTAL - FC 163 - MISCELLANEOUS - HIGH MAST ILLUMINATION (TO BE DONE BY ADDITIONAL WORK)**			**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$**	**-**
		IX. ENVIRONMENTAL													
		FC 163 - Misc.													
0	743 - 742	0 - PREPARE SW3P :												$	-
1	743 - 743	1 - 'SW3P NARRATIVE	10	10		1	1		2	4	2		10	$	1,117.91
10	744 - 753	10 - SW3P LAYOUTS	10	10		3	8		12	22	55		100	$	9,301.20
1	754 - 754	1- MISCELLANEOUS SW3P DETAILS	10	11			1		2	4	4		11	$	1,052.24
0	755 - 754	0 - SW3P STANDARDS:													
3	755 - 757	3 - EC-(1)THRU (3)-93	2	2					3		3		6	$	624.63
0	758 - 757	0 - CONDUCT SENSITIVE AREAS INVESTIGATION				2	4		8				14	$	2,152.58
2	758 - 759	2 -EPIC SHEETS	15	15		1	2		6	12	8		29	$	2,919.69
1	760 - 760	1 - PREPARE MISCELLANEOUS DETAILS	10	11			1		2	4	4		11	$	1,052.24
18		**SUB-TOTAL - FC 163 - Misc.**			**0**	**7**	**17**	**0**	**35**	**46**	**76**	**0**	**181**	**$**	**18,220.49**
		X. MISCELLANEOUS													
		FC 163 - MISCELLANEOUS - LANDSCAPING/AESTHETICS													
0	761 - 760	**0 - LANDSCAPING/IRRIGATION (To Be Provided by ADDITIONAL WORK)**		#DIV/0!							4		4	$	285.08
0	761 - 760	**0 - AESTHETIC PLAN (To Be Provided by ADDITIONAL WORK)**	34	#DIV/0!							4		4	$	285.08
0	761 - 760	**0 - AESTHETIC DETAILS (To Be Provided by ADDITIONAL WORK)**	30	#DIV/0!							4		4	$	285.08
0		**SUB-TOTAL - FC 163 - MISCELLANEOUS - LANDSCAPING/AESTHETICS**			**0**	**0**	**0**	**0**	**0**	**0**	**12**	**0**	**12**	**$**	**855.24**
		XI. CROSS SECTIONS													
		FC 163 - MISCELLANEOUS - CROSS SECTIONS		#DIV/0!											
32	761 - 792	**32- CROSS SECTIONS (RDWY & DETENTION) (11x17 SHEETS) (3 Cross Section per Sheet) Includes Earthwork Calculations**	6	6		3	6		40	80	60		189	$	18,001.79
32		**SUB-TOTAL - FC 163 - MISCELLANEOUS - CROSS SECTIONS**			**0**	**3**	**6**	**0**	**40**	**80**	**60**	**0**	**189**	**$**	**18,001.79**
		XII. QCQA													
		FC 163 - Misc.													
		PREPARE 30% SUBMITTAL				4	4	4	12	12	24	4	64	$	6,774.76
		QC/QA - OVERALL 30% SUBMITTAL				8	60	24				1	93	$	15,564.46
		PREPARE 60% SUBMITTAL				4	4	4	12	12	24	4	64	$	6,774.76
		QC/QA - OVERALL 60% SUBMITTAL				**40**	80	80				1	201	$	35,296.46

S B INFRASTRUCTURE, LTD

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 256+22.89 To Sta 350+00
S&B INFRASTRUCTURE, LTD

		PREPARE 90% SUBMITTAL				4	4	4	12	12	24	4	64	$	6,774.76
		QC/QA - OVERALL 90% SUBMITTAL				**40**	**80**	**80**				1	201	$	35,296.46
		PREPARE 100% SUBMITTAL				4	4	4	12	12	24	4	64	$	6,774.76
		QC/QA - OVERALL 100% SUBMITTAL				8	60	60				1	129	$	21,906.94
0		**SUB-TOTAL - FC 163 - Misc.**			**0**	**112**	**296**	**260**	**48**	**48**	**96**	**20**	**880**	**$**	**135,163.36**
794		**GRAND TOTAL**			**71**	**729**	**1654**	**758**	**2301**	**2540**	**3447**	**218**	**11718**	**$**	**1,358,542.20**
		HOURS SUB-TOTALS			**71**	**729**	**1,654**	**758**	**2,301**	**2,540**	**3,447**	**218**	**11,718**		
		LABOR RATE PER HOUR			$ 320.32	$ 208.21	$ 160.16	$ 176.18	$ 136.94	$ 83.28	$ 71.27	$ 60.86			
		DIRECT LABOR COSTS			$ 22,742.72	$ 151,785.09	$ 264,904.64	$ 133,544.44	$ 315,098.94	$ 211,531.20	$ 245,667.69	$ 13,267.48	$ 1,358,542.20		
		TOTAL			**$ 22,742.72**	**$ 151,785.09**	**$ 264,904.64**	**$ 133,544.44**	**$ 315,098.94**	**$ 211,531.20**	**$ 245,667.69**	**$ 13,267.48**	**$ 1,358,542.20**		
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)			**1.67%**	**11.17%**	**19.50%**	**9.83%**	**23.19%**	**15.57%**	**18.08%**	**0.98%**	**100.00%**		
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)			**0.61%**	**6.22%**	**14.12%**	**6.47%**	**19.64%**	**21.68%**	**29.42%**	**1.86%**	**100.00%**		
BASIC SERVICES - Aldana Engineering & Traffic Design, LLC														**$**	**60,230.13**
BASIC SERVICES - Dos Land Surveying, LLC														**$**	**65,824.08**
BASIC SERVICES - Dos Logistics, Inc.														**$**	**52,662.94**
SPECIAL SERVICES -														**$**	**-**
TOTAL DIRECT EXPENSES (FROM BELOW)														**$**	**13,073.80**
GRAND TOTAL - INCLUDING DIRECT EXPENSES														**$**	**1,550,333.15**

S B INFRASTRUCTURE, LTD

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 256+22.89 To Sta 350+00
S&B INFRASTRUCTURE, LTD

		DIRECT EXPENSES												
		REPRO 794 SHEETS X $2.00 / SHEET (MYLAR) +((794 SHEETS X $0.25) X4)/ PAPER SHEET - CHECK PLOTS & REVIEW SETS)+ (794 PAPER SHEETS X 10 SUBMITTAL SETS X $0.25)												**$ 4,367.00**
		PLOTS (B/W ON BOND) $1.00/SF (30 FT/PLOT x 20 PLOTS x 3Ft Wide = 1800 SF)												**$ 1,800.00**
		PLOTS (COLOR ON BOND) $3.00/SF (30 FT/PLOT x 20 PLOTS x 3Ft Wide = 1800 SF)												**$ 5,400.00**
		COLOR GRAPHICS ON FOAM BOARD ($5.00/SF) (3'x6'x 10 Ea)												**$ 900.00**
		COURIER SERVICES - $20 / PACKAGE X 10 PACKAGES												**$ 200.00**
		MILEAGE 24 TRIP x 30 MI / TRIP @ $0.565/mile												**$ 406.80**
		TOTAL DIRECT EXPENSES												**$ 13,073.80**

S B INFRASTRUCTURE, LTD

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 256+22.89 To Sta 350+00
Aldana Engineering & Traffic Design, LLC

NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	PROPOSED HRS PER SHT	ACTUAL HRS PER SHT	Principal	Project Manager	Senior Engineer	Engineer Tech	CADD Operator	Total Labor Hrs.	Task Cost
		VIII. TRAFFIC ITEMS									
0	686 - 685	**FC 162 - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION**									
0	686 - 685	**0 - SIGNALIZATION (0 INTERSECTIONS) TO BE DONE BY ADDITIONAL WORK**									
0	686 - 685	0 - TRAFFIC SIGNAL EXISTING & PROPOSED CONDITIONS LAYOUT	**10**	**#DIV/0!**						0	$ -
0	686 - 685	0 - TRAFFIC SIGNAL NOTES & DETAILS	**10**	**#DIV/0!**						0	$ -
0	686 - 685	0 - TRAFFIC SIGNAL ESTIMATED QUANTITIES	**20**	**#DIV/0!**						0	$ -
0	686 - 685	0 - TRAFFIC SIGNAL NOTES & DETAILS	**10**	**#DIV/0!**						0	$ -
0	686 - 685	0 - TRAFFIC SIGNAL STANDARDS	**2**	**#DIV/0!**						0	$ -
	686 - 685	**0 - FC 162-PREPARE SIGNING & PAVEMENT MARKING DESIGN**									
10	686 - 695	10- SIGNING & PAVEMENT MARKINGS LAYOUT (1:100) (MAINLANES & FRTG RDS)	**15**	**15**		2	16	72	64	154	$ 12,726.12
4	696 - 699	4 - SMALL SIGN SUMMARY	**20**	**21**		2	14	28	40	84	$ 7,271.32
2	700 - 701	2 - LARGE SIGN SUMMARY	**20**	**20**		1	7	11	20	39	$ 3,393.11
4	702 - 705	4 - LARGE SIGN DETAILS	**20**	**20**		2	12	20	44	78	$ 6,613.76
0	706 - 705	SIGNING AND PAVEMENT MARKING STANDARDS:									
5	706 - 710	5 - TSR(1)-08 THRU TSR(5)-08	**2**	**0**			1		1	2	$ 207.52
1	711	SMD(GEN)-08	**2**	**2**			1		1	2	$ 207.52
3	712 - 714	3 - SMD(SLIP-1)-08 THRU (SLIP-3)-08	**2**	**1**			1		1	2	$ 207.52
4	715 - 718	4 - SMD(2-1) THRU (2-4)-08	**2**	**1**			1		1	2	$ 207.52
1	719	SMD (TY G)-08	**2**	**2**			1		1	2	$ 207.52
1	720	SMD (8W1)-08	**2**	**2**			1		1	2	$ 207.52
1	721	SMD (8W2)-08	**2**	**2**			1		1	2	$ 207.52
1	722	BMCS	**2**	**2**			1		1	2	$ 207.52
1	723	SPECIAL SIGN MOUNT DETAILS	**2**	**2**			1		1	2	$ 207.52
5	724 - 728	5 - D&OM(1) THRU (5)-04	**2**	**0**			1		1	2	$ 207.52
1	729	D&OM(VIA)-04	**2**	**2**			1		1	2	$ 207.52
1	730	PM(1)-03	**2**	**2**			1		1	2	$ 207.52
1	731	PM(2)-08	**2**	**2**			1		1	2	$ 207.52
1	732	PM(4)-03	**2**	**2**			1		1	2	$ 207.52
2	733 - 734	2 - PM(5) THRU (6)-01	**2**	**1**			1		1	2	$ 207.52
1	735	FPM(1)-08	**2**	**2**			1		1	2	$ 207.52
1	736	SIGN MNT DET,- LARGE RDSD. SIGNS: SMD(2-6)-08	**20**	**24**			5	11	8	24	$ 2,129.09
2	737 - 738	2 -OVERHEAD SIGN BRIDGE DETAILS: OSB-Z1	**10**	**12**			5	11	8	24	$ 2,129.09
2	739 - 740	2 - HIGH LEVEL OVERHEAD SIGN BRIDGE DETAILS: HOSB-Z1	**10**	**12**			5	11	8	24	$ 2,129.09
2	741 - 742	2 - OVERHEAD SIGN BRIDGE TOWER DETAILS: OSBT	**10**	**12**			5	11	8	24	$ 2,129.09
1	743	OVERHEAD SIGN BRIDGE TRUSS DETAILS: OSBC	**20**	**24**			5	11	8	24	$ 2,129.09
1	744	FOUNDATION EMBEDMENT SELECTION CHARTS:OSB-FD	**20**	**24**			5	11	8	24	$ 2,129.09
1	745	OVERHEAD SIGN BRIDGE DETAILS: COSS & OSB-SZ	**20**	**24**			5	11	8	24	$ 2,129.09
1	746	CANTILEVER OVERHEAD SIGN SUPPORTS: COSS-Z1-10	**20**	**24**			5	11	8	24	$ 2,129.09
1	747	HIGH LEVEL CANTILEVER OVERHEAD SIGN SUPPORTS: HCOSS-Z1-10	**20**	**24**			5	11	8	24	$ 2,129.09
2	748 - 749	2 - CANTILEVER OVERHEAD SIGN SUPPORT DETAILS: COSSD	**10**	**12**			5	11	8	24	$ 2,129.09
1	750	CANTILEVER OVERHEAD SIGN SUPPORT FOUNDATION: COSSF	**20**	**24**			5	11	8	24	$ 2,129.09
1	751	FOUNDATION EMBEDMENT SELECTION CHARTS: COSS-FD	**20**	**24**			5	11	8	24	$ 2,129.09
3	752 - 754	3 - FPM(2) THRU (4)-00A	**2**	**1**			1		1	2	$ 207.52

S B INFRASTRUCTURE, LTD

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 256+22.89 To Sta 350+00
Aldana Engineering & Traffic Design, LLC

69		SUB-TOTAL - FC 162 - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION			0	7	126	263	281	677	$ 59,081.23
804		GRAND TOTAL			0	7	126	263	281	677	$ 59,081.23
		HOURS SUB-TOTALS			0	7	126	263	281	677	
		LABOR RATE PER HOUR			$ -	$ 175.18	$ 140.14	$ 80.85	$ 67.38		
		DIRECT LABOR COSTS			$ -	$ 1,226.26	$ 17,657.64	$ 21,263.55	$ 18,933.78	$ 59,081.23	
		TOTAL			$ -	$ 1,226.26	$ 17,657.64	$ 21,263.55	$ 18,933.78	$ 59,081.23	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)			0.00%	2.08%	29.89%	35.99%	32.05%	100.00%	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)			0.00%	1.03%	18.61%	38.85%	41.51%	100.00%	
BASIC SERVICES -											$ -
BASIC SERVICES -											$ -
SPECIAL SERVICES - GEOTECHNICAL											$ -
SPECIAL SERVICES -											$ -
TOTAL DIRECT EXPENSES (FROM BELOW)											$ 1,148.90
GRAND TOTAL - INCLUDING DIRECT EXPENSES											$ 60,230.13

S B INFRASTRUCTURE, LTD

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 256+22.89 To Sta 350+00
Aldana Engineering & Traffic Design, LLC

		DIRECT EXPENSES									
		REPRO 804 SHEETS X $2.00 / SHEET (MYLAR) +((804 SHEETS X $0.25) X4)/ PAPER SHEET - CHECK PLOTS & REVIEW SETS)+ (804 PAPER SHEETS X 10 SUBMITTAL SETS X $0.25)									**$ 442.20**
		PLOTS (B/W ON BOND) $1.00/SF (30 FT/PLOT x 20 PLOTS x 3Ft Wide = 1800 SF)									**$ 90.00**
		PLOTS (COLOR ON BOND) $3.00/SF (30 FT/PLOT x 20 PLOTS x 3Ft Wide = 1800 SF)									**$ 270.00**
		COLOR GRAPHICS ON FOAM BOARD ($5.00/SF) (3'x6'x 10 Ea)									**$ 45.00**
		COURIER SERVICES - $20 / PACKAGE X 10 PACKAGES									**$ 200.00**
		MILEAGE 24 TRIP x 30 MI / TRIP @ $0.565/mile									**$ 101.70**
		TOTAL DIRECT EXPENSES									**$ 1,148.90**

Contract No.

S B INFRASTRUCTURE, LTD

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 256+22.89 To Sta 350+00
DOS Land Surveying LLC

NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	PROPOSED HRS PER SHT	ACTUAL HRS PER SHT	RPLS	Survey Tech	CADD	Clerical	3 Man Crew	Total Labor Hrs.	Task Cost
		0 - FC 150 - FIELD SURVEY									
		1.2 Secondary Control									$ -
		Limits from sta 254+00 to 350+00									$ -
		1.2.1 Coordination, Admin., Research and Abstracting Tasks			8	4	10		12		$ 3,258.04
		1.2.2 Field Work Tasks			8	4	10		14		$ 3,510.56
		1.2.3 Office Work / Delivery Preparation Tasks			8	4	10		14		$ 3,510.56
											$ -
		3.2. IN-FILL Topo and Planimetrics									$ -
		Limits from sta 254+00 to 350+00									$ -
		3.2.1 Coordination, Admin., Research and Abstracting Tasks			10	16	24				$ 3,645.06
		3.2.2 Field Work Tasks			10	16	26		80		$ 13,878.74
		3.2.3 Office Work / Delivery Preparation Tasks			10	8	30				$ 3,532.90
											$ -
		Section 5 – Utility Survey									$ -
		Limits from sta 254+00 to 350+00									$ -
		5.1 Coordination, Admin., Research and Abstracting Tasks			16	16	20				$ 3,996.64
		5.2 Field Work Tasks			16	16	20		120		$ 19,147.84
		5.3 Office Work / Delivery Preparation Tasks			16	16	20				$ 3,996.64
											$ -
		Section 6 – Special or Mitigation Surveys									$ -
		6.1 Surveys for Engineering Design **(TO BE DONE BY ADDITIONAL WORK)**									$ -
		6.1.1 Bridges / Overpasses									$ -
		Limits from sta 254+00 to 350+00									$ -
		6.1.1.1 Coordination, Admin., Research and Abstracting Tasks									$ -
		6.1.1.2 Field Work Tasks									$ -
		6.1.1.3 Office Work / Delivery Preparation Tasks									$ -
		6.1.2 Cross Culverts/Bridges **(TO BE DONE BY ADDITIONAL WORK)**									$ -
		Limits from sta 254+00 to 350+00									$ -
		6.1.2.1 Coordination, Admin., Research and Abstracting Tasks									$ -
		6.1.2.2 Field Work Tasks									$ -
		6.1.2.3 Office Work / Delivery Preparation Tasks									$ -
		6.1.3 Drainage Ditch / Irrigation Canal / Flood Control Structures **(TO BE DONE BY ADDITIONAL WORK)**									$ -

Contract No.

S B INFRASTRUCTURE, LTD

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 256+22.89 To Sta 350+00
DOS Land Surveying LLC

		Limits from sta 254+00 to 350+00									$ -
		6.1.3.1 Coordination, Admin., Research and Abstracting Tasks									$ -
		6.1.3.2 Field Work Tasks									$ -
		6.1.3.3 Office Work / Delivery Preparation Tasks									$ -
		6.1.4 Utilities **(TO BE DONE BY ADDITIONAL WORK)**									$ -
		Limits from sta 254+00 to 350+00									$ -
		6.1.4.1 Coordination, Admin., Research and Abstracting Tasks									$ -
		6.1.4.2 Field Work Tasks									$ -
		6.1.4.3 Office Work / Delivery Preparation Tasks									$ -
		6.1.5 Additional Topography and/or Planimetrics **(TO BE DONE BY ADDITIONAL WORK)**									$ -
		Limits from sta 254+00 to 350+00									$ -
		6.1.5.1 Coordination, Admin., Research and Abstracting Tasks									$ -
		6.1.5.2 Field Work Tasks									$ -
		6.1.5.3 Office Work / Delivery Preparation Tasks									$ -
		6.4 Surveys for Geotechnical Studies									$ -
		Limits from sta 254+00 to 350+00									$ -
		6.4.1 Coordination, Admin., Research and Abstracting Tasks			8	4	8		8		$ 2,620.12
		6.4.2 Field Work Tasks			4	4	8		8		$ 2,208.56
		6.4.3 Office Work / Delivery Preparation Tasks			4	4	2		8		$ 1,809.92
											$ -
		SUB-TOTAL - 0 - FC 150 - FIELD SURVEY			**118**	**112**	**188**	**0**	**264**	**682**	**$ 65,115.58**
18		**GRAND TOTAL**			**118**	**112**	**188**	**0**	**264**	**682**	**$ 65,115.58**
		HOURS SUB-TOTALS			**118**	**112**	**188**	**0**	**264**	**682**	
		LABOR RATE PER HOUR			$ 102.89	$ 63.85	$ 66.44	$ 38.72	$ 126.26		
		DIRECT LABOR COSTS			$ 12,141.02	$ 7,151.20	$ 12,490.72	$ -	$ 33,332.64	$ 65,115.58	
		TOTAL			**$ 12,141.02**	**$ 7,151.20**	**$ 12,490.72**	**$ -**	**$ 33,332.64**	**$ 65,115.58**	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)			**18.65%**	**10.98%**	**19.18%**	**0.00%**	**51.19%**	**100.00%**	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)			**17.30%**	**16.42%**	**27.57%**	**0.00%**	**38.71%**	**100.00%**	

BASIC SERVICES -	**$ -**
BASIC SERVICES -	**$ -**
SPECIAL SERVICES - GEOTECHNICAL	**$ -**
SPECIAL SERVICES -	**$ -**
TOTAL DIRECT EXPENSES (FROM BELOW)	**$ 708.50**
GRAND TOTAL - INCLUDING DIRECT EXPENSES	**$ 65,824.08**

Contract No.

S B INFRASTRUCTURE, LTD

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 256+22.89 To Sta 350+00
DOS Land Surveying LLC

		DIRECT EXPENSES									
		REPRO 18 SHEETS X $2.00 / SHEET (MYLAR) +((18 SHEETS X $0.25) X4)/ PAPER SHEET - CHECK PLOTS & REVIEW SETS)+ (18 PAPER SHEETS X 10 SUBMITTAL SETS X $0.25)									
		PLOTS (B/W ON BOND) $1.00/SF (30 FT/PLOT x 20 PLOTS x 3Ft Wide = 1800 SF)									
		PLOTS (COLOR ON BOND) $3.00/SF (30 FT/PLOT x 20 PLOTS x 3Ft Wide = 1800 SF)									
		COLOR GRAPHICS ON FOAM BOARD ($5.00/SF) (3'x6'x 10 Ea)									
		COURIER SERVICES - $20 / PACKAGE X 10 PACKAGES									**$ 200.00**
		MILEAGE 30 TRIP x 30 MI / TRIP @ $0.565/mile									**$ 508.50**
		TOTAL DIRECT EXPENSES									**$ 708.50**

S B INFRASTRUCTURE, LTD

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 256+22.89 To Sta 350+00
DOS Logistics

NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	PROPOSED HRS PER SHT	ACTUAL HRS PER SHT	Principal	Project Manager	Senior Engineer	Project Engineer	EIT	Engineering Tech III	Admin/Clerical	Total Labor Hrs.	Task Cost
		FC 145 - PROJECT MANAGEMENT (FC 160 TO FC 190) (PS&E SERVICES) (7 MONTHS)											
		PREPARATION OF INVOICES AND PROGRESS REPORTS (TOTAL = **10** EA)				7	14				14	35	$ 4,344.76
		SCHEDULE & ATTEND PRE-DESIGN MEETING & PREPARE MINUTES (TOTAL= 1)				1	2				2	5	$ 620.68
		SCHEDULE & ATTEND TRAF SAFETY REVIEW MEETING AND PREPARE MEETINGS (TOTAL= 1)				1	2				2	5	$ 620.68
		SUB-TOTAL - FC 145 - PROJECT MANAGEMENT (FC 160 TO FC 190) (PS&E SERVICES) (7 MONTHS)			**0**	**9**	**18**	**0**	**0**	**0**	**18**	**45**	**$ 5,586.12**
		0 - FC 150 - FIELD SURVEY											
		Field Survey Recover Control Points										0	$ -
		Verification of DTM - Spot shots										0	$ -
		Certification Report										0	$ -
		Survey Utilities										0	$ -
		Create Survey graphics files										0	$ -
		Utility Report				2		80	80		10	172	$ 17,795.18
		SUB-TOTAL - 0 - FC 150 - FIELD SURVEY			**0**	**2**	**0**	**80**	**80**	**0**	**10**	**172**	**$ 17,795.18**
		V. ROADWAY DRAINAGE DETAILS											
		FC 161 - ROADWAY DRAINAGE											
10	19 - 28	10 - UTILITIES & DRAINAGE P & P SHEETS (STORM SEWER)	**10**	**10**		2	8	24	24	44		102	$ 10,182.92
10	29 - 38	10 - UTILITIES & DRAINAGE P & P SHEETS (DITCHES)	**10**	**10**		2	8	24	24	44		102	$ 10,182.92
20		**SUB-TOTAL - 0 - FC 161 - ROADWAY DRAINAGE**		**10**	**0**	**4**	**16**	**48**	**48**	**88**	**0**	**204**	**$ 20,365.84**
38		**GRAND TOTAL**			**0**	**15**	**34**	**128**	**128**	**88**	**28**	**421**	**$ 43,747.14**
		HOURS SUB-TOTALS			**0**	**15**	**34**	**128**	**128**	**88**	**28**	**421**	
		LABOR RATE PER HOUR			$ 231.49	$ 198.74	$ 152.88	$ 130.71	$ 79.50	$ 79.94	$ 58.09		
		DIRECT LABOR COSTS			$ -	$ 2,981.10	$ 5,197.92	$ 16,730.88	$ 10,176.00	$ 7,034.72	$ 1,626.52	$ 43,747.14	
		TOTAL			**$ -**	**$ 2,981.10**	**$ 5,197.92**	**$ 16,730.88**	**$ 10,176.00**	**$ 7,034.72**	**$ 1,626.52**	**$ 43,747.14**	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)			**0.00%**	**6.81%**	**11.88%**	**38.24%**	**23.26%**	**16.08%**	**3.72%**	**100.00%**	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)			**0.00%**	**3.56%**	**8.08%**	**30.40%**	**30.40%**	**20.90%**	**6.65%**	**100.00%**	

BASIC SERVICES -	**$ -**
BASIC SERVICES -	**$ -**
SPECIAL SERVICES - GEOTECHNICAL	**$ -**
SPECIAL SERVICES -	**$ -**
52,662.94	**$ 8,915.80**
GRAND TOTAL - INCLUDING DIRECT EXPENSES	**$ 52,662.94**

Contract No.

S B INFRASTRUCTURE, LTD

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 256+22.89 To Sta 350+00
DOS Logistics

		DIRECT EXPENSES											
		REPRO 38 SHEETS X $2.00 / SHEET (MYLAR) +((38 SHEETS X $0.25) X4)/ PAPER SHEET - CHECK PLOTS & REVIEW SETS)+ (38 PAPER SHEETS X 10 SUBMITTAL SETS X $0.25)											**$ 209.00**
		PLOTS (B/W ON BOND) $1.00/SF (30 FT/PLOT x 20 PLOTS x 3Ft Wide = 1800 SF)											**$ 1,800.00**
		PLOTS (COLOR ON BOND) $3.00/SF (30 FT/PLOT x 20 PLOTS x 3Ft Wide = 1800 SF)											**$ 5,400.00**
		COLOR GRAPHICS ON FOAM BOARD ($5.00/SF) (3'x6'x 10 Ea)											**$ 900.00**
		COURIER SERVICES - $20 / PACKAGE X 10 PACKAGES											**$ 200.00**
		MILEAGE 24 TRIP x 30 MI / TRIP @ $0.565/mile											**$ 406.80**
		TOTAL DIRECT EXPENSES											**$ 8,915.80**

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**	
_X_	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</u> to <u>total estimated labor and overhead cost in the FCP</u> or the percentage of work completed. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Engineer may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, provisional overhead rate and the fixed fee. __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**

RATE SCHEDULE

Prime: S&B Infrastructure, LTD

Subconsultant:

Direct Labor

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
Principal	$104.00	$320.32
Project Manager	$67.60	$208.21
Senior Structural Engineer	$57.20	$176.18
Senior Engineer	$52.00	$160.16
Environmental Specialist	$51.50	$158.62
Project Engineer	$44.46	$136.94
Design Engineer	$41.60	$128.13
Engineer in Training (EIT)	$27.04	$83.28
Senior Engineering Tech	$36.40	$112.11
Engineer Tech	$31.20	$96.10
Construction Inspector	$24.96	$76.88
Records Keeper	$29.12	$89.69
CADD Operator	$23.14	$71.27
Admin/Clerical	$19.76	$60.86

Negotiated Direct plus Overhead Rate:	275.00%	Contract Rates include labor, overhead, and profit All rates are negotiated rates and are not subject to change or adjustment.
Negotiated Profit Rate:	12%	
Multiplier:	3.0800	

RATE SCHEDULE

Prime: S&B Infrastructure, LTD

Subconsultant: Aldana Engineering & Traffic Design, LLC

Direct Labor

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
Senior Project Manager	$65.00	$175.18
Senior Engineer	$52.00	$140.14
Engineer Tech	$30.00	$80.85
CADD Operator	$25.00	$67.38
Traffic Tech	$20.00	$53.90
Administrative/Clerical	$18.00	$48.51

Negotiated Direct plus Overhead Rate:	245.00%	Contract Rates include labor, overhead, and profit All rates are negotiated rates and are not subject to change or adjustment.
Negotiated Profit Rate:	10%	
Multiplier:	2.6950	

RATE SCHEDULE

Prime: S&B Infrastructure, LTD

Subconsultant: Dos Land Surveying, LLC

Direct Labor

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
RPLS	$35.00	$102.90
Survey Tech	$21.72	$63.86
CADD	$22.60	$66.44
3 Man Crew	$42.95	$126.27
Clerical	$13.17	$38.72

Negotiated Direct plus Overhead Rate:	267.27%	Contract Rates include labor, overhead, and profit All rates are negotiated rates and are not subject to change or adjustment.
Negotiated Profit Rate:	10%	
Multiplier:	2.9400	

RATE SCHEDULE

Prime: S&B Infrastructure, LTD

Subconsultant: Dos Logistics, Inc.

Direct Labor

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
Principle	$78.74	$231.49
Project Manager	$67.60	$198.74
Senior Engineer	$52.00	$152.88
Project Engineer	$44.46	$130.71
Tech III	$27.19	$79.94
Clerical	$19.76	$58.09

Negotiated Direct plus Overhead Rate:	267.27%	Contract Rates include labor, overhead, and profit All rates are negotiated rates and are not subject to change or adjustment.
Negotiated Profit Rate:	10%	
Multiplier:	2.9400	

RATE SCHEDULE

Prime: S&B Infrastructure, LTD
All Team Members

Othe Direct Expenses

Type	Unit	Fixed Cost	Maximum Cost
Lodging/Hotel	day/perso		Current State Rate
Lodging/Hotel Taxes/fees	day/perso		Current State Rate
Meals	day/perso		Current State Rate
Mileage	mile	Current State Rate	
Rental Car (Includes taxes and fees; insurance costs will not be reimbursed)	day		$ 75.00
Rental Car Fuel	per gallon		$ 3.75
Air Travel - In State - Short Notice (Coach)	Rt Trip/perso		$ 900.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rt Trip/perso		$ 750.00
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rt Trip/perso		$ 750.00
Parking	day		$ 17.00
Toll Charges	each		$ 2.50
Standard Postage	letter	Current Postal Rate	
Overnight Mail - letter size	each		$ 25.00
Overnight Mail - oversized box	each		$ 40.00
Courier Services	each		$ 50.00
Photocopies B/W (8 1/2" X 11")	each	$ 0.10	
Photocopies B/W (11" X 17")	each	$ 0.20	
Photocopies Color (8 1/2" X 11")	each	$ 0.50	
Photocopies Color (11" X 17")	each	$ 1.00	
Plots/Coffee Plotting	square foot	$ 2.00	
Bond Paper Plot	linear foot		
Blueline/Blackline Prints (8 1/2" X 11")	sheet		
Blueline/Blackline Prints (11" X 17")	sheet		
Blueline/Blackline Prints (22" X 34")	sheet		
Plots (Mylar on Bond)	square foot	$ 0.50	
Plots (Color on Bond)	square foot	$ 1.00	
Plots (Color on Photographic Paper)	square foot	$ 4.00	
Vellum Plot	linear foot		
Mylar Plot	square foot	$ 1.50	
Bond (8 1/2" X 11")	sheet	$ 1.50	
Mylar (11" X 17")	sheet	$ 3.00	
Mylar (34" X 44")	sheet	$ 5.00	
Record Binding	each	$ 5.00	
Reproduction of CD/DVD	each	$ 3.00	
CDs	each	$ 3.00	
4" X 6" Digital Color Print	4x6 size	$ 0.50	
FEMA FSI Backup Data Request	each		$ 400.00
FEMA FSI Manual	each		$ 15.00
FEMA Maps	each		$ 5.00
FEMA DFIRM (County)	each		$ 10.00
Railroad Right of Entry Permit Fee	each		$ 1,000.00
Railroad Insurance Premium	each		$ 3,000.00
Railroad Flagman	hour		$ 100.00
Historical Aerial Images	unit		$ 75.00
Aerial Photographs (1" = 800' Scale)	each		$ 25.00
Backhoe Rental	day		$ 1,000.00
Traffic Control Services, Arrow Boards and Attenuator trucks - **Small Project** (Includes labor, equipment and fuel)	Day		$ 2,000.00
Traffic Control Services, Arrow Boards and Attenuator trucks - **Medium Project** (Includes labor, equipment and fuel)	Day		$ 3,000.00
Traffic Control Services, Arrow Boards and Attenuator trucks - **Large Project** (Includes labor, equipment and fuel)	Day		$ 4,000.00
Newspaper Advertisement	per publication		$ 10,000.00
Law Enforcement/Uniform Officer	hour/office r		$ 60.00
Road with Motor	day		$ 350.00
Fatigueline	day		$ 90.00
Map Records	sheet		$ 5.00
Property Record Fees (Courthouse and Courthouse Direct Recorce Fees	Per Parcel		$ 50.00
Certified Deed Copies	sheet	$ 5.00	
Tax Certificate(includes taxes & fees; insurance costs will not be reimbursed)	ctfc		$ 100.00
Mobilization Fee	each		$ 500.00
Type II/ROW Monument - Excavated/Drilled, rocks, rocky soil, 3-4 inch depth (Includes: crew time, equipment, materials, rentals, labor) - Brass Marker supplied by TxDOT	Each	$ 85.00	
Type II/ROW Monument - Pounded 2-3 Feet (Includes Crew Call, crew time, equipment, materials, rentals, labor) - Brass Marker supplied by TxDOT	Each	$ 275.00	
Reconnaissance	Per Hr PT	$ 3.75	
Test Holes = 0.01 to 4.99 Ft	each	$ 1,245.00	
Test Holes = 5.0 to 7.49 Ft	each	$ 1,700.00	
Test Holes = 8.0 to 14.99 Ft	each	$ 1,875.00	
Test Holes = 15 Ft to 19.99 Ft	each	$ 2,025.00	
Pavement Coring	each	$ 250.00	
Traffic Control Devices	day	$ 300.00	
Dessication Vehicles (Mobilization)	mi	$ 2.65	
Vacuum Excavation Vehicles (Mobilization)	mi	$ 3.82	
ATV	day	$ 150.00	
Locators (ft. Stake)	ft Crew		
Materials (Rebar, Misc.)	day	$ 75.00	
Air Travel	ft Crew		
Overnight Courier Cost	ship	$ 20.00	
GPS Equipment	day	$ 475.00	

Profit not allowed on Other Direct Expenses. Costs included in overhead will not be reimbursed as other direct expenses.

ATTACHMENT F

WORK SCHEDULE

IBTC PS&E DEVELOPMENT
From SH365 to East of FM2257
Attachment "F" - Work Schedule

ID	Task Name	Duration	2014 May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1										
2	**ADVANCE PROJECT DEVELOPMENT**	**30 days**								
3	**FC 110 - Geo-technical / Soil Testing**	30 days		**1 mo**						
4	**FC 150 - Field Surveys**	10 days		**0.5 mo**						
5	**PROJECT PLAN DEVELOPMENT**	**140 days**								
6	**FC 163 - General**	89 days				**4 mo**				
7	**FC 163 - Traffic Control Plan**	44 days				**2 mo**				
8	**FC 160 - Roadway Design Controls**	66 days			**3 mo**					
9	**FC 160 - Roadway Design**	129 days				**6 months**				
10	**FC 170 - Bridge Design**	130 days				**7 mo**				
11	**FC 161 - Roadway Drainage**	80 days				**3 mo**				
12	**FC 163 - Retaining Wall Design**	66 days					**3 mo**			
13	**FC 163 - Roadway Cross Sections**	80 days					**4 mo**			
14	**FC 162 - Traffic Signals**	1 day	**TBD**							
15	**FC 162 - Signing and Pavement Markings**	80 days					**4 months**			
16	**FC 162 - Illumination**	66 days			**3 mo**					
17	**FC 163 - SW3P / EPIC Sheets**	66 days			**3 mo**					
18	**FC 163 - Misc (Landscape, etc.) TBD**	1 day	**TBD**							
19	**PROJ. MGMT. & QUALITY CONTROL**	**255 days**								
20	**FC 145 - Project Management**	155 days				**7 months**				
21	**30% Plan Review (HCRMA)**	10 days			**0.5 mo**					
22	**60% Plan Review (HCRMA & TxDOT)**	20 days					**1 mo**			
23	**90% Plan Review (HCRMA & TxDOT)**	10 days							**0.5 mo**	
24	**Final Mylar Set (100%) revisions & submittal**	20 days								**1 mo**

Adv. Proj. Development
P.S. & E. Development
Project Management
HCRMA/ TxDOT Review

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
   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
- 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
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-MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN TXDOT AND HCRMA

ATTACHMENT H-MOU

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

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

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

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

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

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

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

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

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

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

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

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

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

and Design Projects.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY:

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

McAllen, Texas 78501-4705

With a copy to:

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

TEXAS DEPARTMENT OF TRANSPORTATION

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

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

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

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

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

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

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

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

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

ATTACHMENT H-MOU (CONTINUED)

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

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

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

TEXAS DEPARTMENT OF TRANSPORTATION

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

Date: 3/13/08

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Dennis Burleson
Chairman

Date: 2/13/2008

Attachment H-Instructions
As Per 49CFR 26.21

The following pages contain six (6) different Attachments to Attachment H covering participation of HUB and DBE providers and subproviders. The correct form to use is determined by whether the Agreement is funded in whole or part by federal funds State funds or Authority funds, and whether or not a HUB/DBE goal has been set for the Agreement. The following pages contain separate reporting forms for federally funded DBE participation and Authority funded HUB participation.

Federally Funded Contracts
Attachment H-FG, Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts ♦ This provision is applicable to federally funded contracts with assigned DBE goals. ♦ The appropriate forms for this provision are Attachments H-1, H-2, H-3 and H-4 and H-5. A copy of each form is required in the contract. ♦ Note: if the contract requires work authorizations, a completed Attachment H-2 will be required with each Work Authorization, if a DBE will be performing work. If a non-DBE subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form. ♦ Attachment H-3 must be submitted monthly to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ Attachment H-3 must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-FN, Disadvantaged Business Enterprise (DBE) for Race Neutral Professional or Technical Services Contracts ♦ This provision is applicable to federally funded contracts with no DBE goal assigned. ♦ If no subcontractors will be used, the appropriate forms for this provision are Attachments H-3 and H-5. A copy of each form is required in the contract. ♦ Note: If subcontractors are used, the required forms would be Attachments H-1, H-2, H-3, H-4 and H-5. A copy of each form is required in the contract. ♦ Attachment H-3 must be submitted monthly to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ Attachment H-3 must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-3, Texas Department of Transportation Subprovider Monitoring System for Federally Funded Contracts. This is a Monthly Progress Assessment Report. ♦ Required for all federally funded contracts. ♦ This form is required monthly and must be submitted to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ This form must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-5, Federal Subprovider and Supplier Information Required for all federally funded contracts.

State Funded Contracts
Attachment H-SG, Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts, State of Texas HUB Subcontracting Plan Required ♦ This provision is applicable to state funded contracts with a HUB goal assigned. ♦ The appropriate reporting forms for this provision are Attachments H-1, H-2, H-4, and H-6 (Texas Building and Procurement Commission [TBPC] State of Texas HUB Subcontracting Plan (HSP), Prime Contractor Assessment Report). A copy of each form is required in the contract. ♦ Note: if the contract requires work authorizations, a completed Attachment H-2 will be required with each Work Authorization, if a HUB will be performing work. If a non-HUB subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form. ♦ Attachment H-6 will be required monthly and must be submitted to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-SN, Historically Underutilized Business (HUB) Participation for State Funded Professional or Technical Services Contracts, No State of Texas HUB Subcontracting Plan Required ♦ This provision is applicable to state funded contracts with no HUB subcontracting plan required and no HUB goal assigned. If no subcontractors are used, the appropriate forms for this provision are Attachments H-1 and H-6. ♦ Note: If subcontractors are used, the required forms would be Attachments H-1, H-2, H-4 and H-6. A copy of each form is required in the contract. ♦ Attachment H-6 must be submitted monthly to the AUTHORITY Office even though there is no invoice being submitted or subcontracting to report. ♦ Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-6, HUB Subcontracting Plan (HSP) Prime Contractor Professional Assessment Report. This is a Monthly Progress Assessment Report. This is a Texas Building and Procurement Commission (TBPC) form and cannot be altered. ♦ Required for all State funded contracts. ♦ Attachment H-6 is required monthly and should be submitted to the AUTHORITY Office. This is a requirement even though there is no invoice being submitted or subcontracting to report. ♦ A copy of Attachment H-6 must be submitted when supplying an invoice to the appropriate agency contact for payment. ♦ The "Object Code" section(s) on this form should remain blank.

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

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

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

e. "Disadvantaged Business Enterprise (DBE)" means a firm certified as such by the Authority/Department in accordance with 49 CFR Part 26.

f. "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

g. "Race-neutral DBE Participation" means any participation by a DBE through customary competitive procurement procedures.

4) **PERCENTAGE GOAL.** The goal for Disadvantaged Business Enterprise (DBE) participation in the work to be performed under this Agreement is **12.2%** of the Agreement amount.

5) **PROVIDER'S RESPONSIBILITIES.** A DBE prime may receive credit toward the DBE goal for work performed by his-her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported to the Authority/Department.

a. A Provider who cannot meet the contract goal, in whole or in part, shall document the "Good Faith Efforts" taken to obtain DBE participation. The following is a list of the types of actions that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

(1) Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.

(2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Provider might otherwise prefer to perform the work items with its own forces.

(3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) Negotiating in good faith with interested DBEs by making a portion of the work available to DBE subproviders and suppliers and selecting those portions of the work or material needs consistent with the available DBE subproviders and suppliers.

(5) The ability or desire of the Provider to perform the work of a contract with its own organization does not relieve the Provider's responsibility to make a good faith effort. Additional costs involved in finding and using DBEs is not in itself sufficient reason for a Provider's failure to meet the contract DBE goal, as long as such costs are reasonable. Providers are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.

(7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Provider.

(8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

(9) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, County, State and Federal minority/women business

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

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

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

b. The preceding information shall be submitted directly to the Chair of the Hidalgo County Regional Mobility Authority (Authority) responsible for the project.

c. The Provider shall make all reasonable efforts to honor commitments to DBE subproviders named in the commitment submitted under Section 2.c. of this attachment. Where the Provider terminates or removes a DBE subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Authority/Department that the originally designated DBE was not able or willing to perform.

d. The Provider shall make a good faith effort to replace a DBE subprovider that is unable or unwilling to perform successfully with another DBE, to the extent needed to meet the contract goal. The Provider shall submit a completed Attachment H-2 Form for the substitute firm(s). Any substitution of DBEs shall be subject to prior written approval by the Authority /Department. The Authority /Department may request a statement from the firm being replaced concerning its replacement prior to approving the substitution.

e. The Provider shall designate a DBE liaison officer who will administer the DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.

f. Providers are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

6) **ELIGIBILITY OF DBEs.**

a. The Authority/Department certifies the eligibility of DBEs, DBE joint ventures and DBE truck-owner operators to perform DBE subcontract work on DOT financially assisted contracts.

b. This certification will be accomplished through the use of the appropriate certification schedule contained in this Authority/Department's DBE program.

c. The Authority/Department publishes a Directory of Disadvantaged Business Enterprises containing the names of firms that have been certified to be eligible to participate as DBEs on DOT financially assisted contracts. The directory is available from the Authority's/Department's Business Opportunity Programs Office. The Texas Unified Certification Program DBE Directory can be found on the Internet at: http://www.dot.state.tx.us/services/business_opportunity_programs/tucp_dbe_directory.htm .

d. Only DBE firms certified at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. and 5.d. above. For purposes of the DBE goal on this contract, DBEs will only be allowed to perform work in the categories of work for which they were certified.

7) **DETERMINATION OF DBE PARTICIPATION.**

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subprovider is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

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

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

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

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

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

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

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

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

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

12/06
DBE-FED.ATT

ATTACHMENT H-FN

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

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

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

DETERMINATION OF DBE PARTICIPATION.

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

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

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

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

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

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

12/06 DH-0GOAL.ATT

ATTACHMENT H-SG (NOT APPLICABLE)

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

1) **POLICY.** It is the policy of the Authority/Department to ensure that HUBs shall have an equal opportunity to participate in the performance of contracts; to create a level playing field on which HUBs can compete fairly for contracts and subcontracts; to ensure nondiscrimination on the basis of race, color, national origin, or gender in the award and administration of contracts; to help remove barriers to the participation of HUBs in department contracts; and, to assist in the development of firms that can compete successfully in the market place outside the HUB program. Consequently, the HUB requirements of the Authority/Department's HUB Program apply to this contract as follows:
   (1) The Provider agrees to insure that they shall take all necessary and reasonable steps to meet the HUB goal for this contract.
      a. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.
      b. When submitting the contract for execution by the Authority, the Provider must complete and furnish Attachment H-1 which lists the commitments made to all subproviders, including certified HUB subprovider(s) that are to meet the contract goal, and Attachment H-2 which is a commitment agreement(s) containing the original signatures of the Provider and HUB(s) that were indicated in the original submitted Authority/State of Texas HUB Subcontracting Plan (HSP) in Section 8. For Work Authorization Contracts, Attachment H-1 is required at the time of submitting the contract for execution by the Department. Attachment H-2 will be required to be completed and attach with each work authorization number that is submitted for execution, if the HUB will be performing work. If non-HUB subprovider is performing work, insert N/A (not applicable) on the line provided. A prime must allow a HUB maximum opportunity to perform the work by not creating unnecessary barriers or artificial requirements for the purpose of hindering a HUB's performance under the contract. Any substitutions or changes to the HSP, in addition to any changes to the original contract award, shall be subject to prior written approval by the Department. <u>If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.</u>
      c. Failure to carry out the requirements set forth above shall constitute a breach of contract and may result in a letter of reprimand; in termination of the contract by the Authority; in a deduction from money due or to become due to the Provider, not as a penalty but as damages to the Department's HUB Program; or such other remedy or remedies as the Department deems appropriate.
2) **DEFINITIONS.**
   g. "Authority/Department" means Hidalgo County Regional Mobility Authority (AUTHORITY) and the Texas Department of Transportation (TxDOT).
   a. "Agreement" is the agreement between the Authority and a Provider.
   b. "Provider" is any individual or company that provides professional or technical services.
   c. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit which combines their property, capital, efforts, skills and knowledge.
   d. "Historically Underutilized Business (HUB)" means any business so certified by the Texas Building and Procurement Commission.
3) **PERCENTAGE GOAL.** The goal for Historically Underutilized Business (HUB) participation in the work to be performed under this contract is **12.2 %** of the contract amount.

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

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

   b. The preceding information shall be submitted directly to the Chair of the Authority responsible for the contract.
   c. The Provider shall make all reasonable efforts to honor commitments to HUB subproviders named in the original HSP in Section 8. Where the Provider terminates or removes a HUB subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Authority/Department that the originally designated HUB was not able or willing to perform. The term "unable" includes, but is not limited to, a firm that does not have the resources and expertise to finish the work and/or a firm that substantially increases the time to complete the project.
   d. The Provider shall make all reasonable efforts to replace a HUB subprovider that is unable or unwilling to perform successfully with another HUB and must meet the HSP Good Faith Effort Requirements. Any substitution of HUBs shall be subject to prior written approval by the Authority. The Authority will request a statement from the firm being replaced concerning its replacement prior to approving the substitution. <u>If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.</u>
   e. The Provider shall designate a HUB liaison officer who will administer the Provider's HUB program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with HUBs.

5) **ELIGIBILITY OF HUBs.**
   a. The Texas Building and Procurement Commission (TBPC) certifies the eligibility of HUBs.
   b. The TBPC maintains a directory of certified HUBs. The HUB Directory is available through the TxDOT Department's Business Opportunity Programs Office and through the Internet at the TBPC's Website (http://www2.tbpc.state.tx.us/cmbl/hubonly.html).
   c. Only HUB firms certified and identified in specific categories and classes at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. above.
   d. If during the course of the contract it becomes necessary to substitute another HUB firm for a firm named in the information submitted by the Provider as required by Section 2.c. above, then only certified HUBs will be considered eligible as a substituted firm. The Provider's written request for

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

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

6) **DETERMINATION OF HUB PARTICIPATION.**

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

7) **COMPLIANCE OF PROVIDER.**

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

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

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

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

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

8) **RECORDS AND REPORTS.**

a. After submission of the initial commitment (Attachment H-1), required by Section 2.c. of this attachment, the Provider shall submit State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) at a minimum monthly, after contract work begins, on subcontracting involvement. One copy of the State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) is to be sent to the Authority/Department's Office monthly. In addition, the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) must be submitted with the Provider's invoice. All payments made to subproviders are to be reported. **The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Reports are required monthly even during months when no payments to subproviders have been made.** The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report will be required until all work on the contract has been completed. The Authority/Department may verify the amounts being reported as paid to HUBs by requesting copies of canceled checks paid to HUBs on a random basis.

b. Subproviders should be identified on the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) by name, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount.

c. All such records must be retained for a period of four years following final payment, or until an investigation, audit, examination, or other review undertaken during the four years, and shall be available at reasonable times and places for inspection by authorized representatives of the Authority/Department and other agencies.

d. Prior to receiving final payment, the Provider shall submit a Final Report (Attachment H-4), detailing the subprovider payments to the AUTHORITY Office of the Authority, and one copy to the Authority/Department with the Provider's final invoice.

12/06
HUB.ATT

ATTACHMENT H-SN (NOT APPLICABLE)

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

POLICY

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

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

DETERMINATION OF HUB PARTICIPATION.

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

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

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

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

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

REQUIRED FORMS.

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

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

ATTACHMENT H-1

Subprovider Monitoring System
Commitment Worksheet

Contract #:_____ Assigned Goal: 12.2% Federally Funded _____
County Funded _____
Prime Provider: S&B INFRASTRUCTURE, LTD Total Contract Amount: **$1,550,333.15**
Prime Provider Info: DBE____HUB ___ Both ___
Vendor ID #:___17604315279_____ DBE/HUB Expiration Date: _____
(First 11 Digits Only)

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

Subprovider(s) **(List All)**	**Type of Work**	**Vendor ID #** (First 11 Digits Only)	**D=DBE** **H=HUB**	**Expiration Date**	**$ Amount or % of Work ***
Aldana Engineering & Traffic Design, LLC	Traffic Services	12083614573	H	5/25/2015	
DOS Land Surveying, LLC	Land Surveying	26175244210	D, H	2/28/2015	
DOS Logistics, Inc.	Utility Engineering	14709461637	D, H	12/31/2014	
Subprovider(s) Contract or % of Work* Totals					

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

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

Total DBE **or** HUB Commitment Percentages of Contract 0% (DBE)
(Commitment Dollars and Percentages are for Subproviders only)

12/06 DBEH1.AT

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: _____ Assigned Goal: 12.2% Prime Provider S&B Infrastructure, LTD

Work Authorization (WA)#: _____ WA Amount: **$0** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
FC	**$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: S&B Infrastructure, LTD **Address: 5408 North 10th Street, McAllen, Texas 78504** **VID Number:** **PH: (956) 926-5000; FX: (956) 994-0427** **Email: dorios@sbinfra.com**	**Name:** Daniel O. Rios, P.E. ***(Please Print)*** **Title:** Senior Vice-President **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH: (000)000-0000; FX: (000)000-0000** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**
VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).	

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

Contract #: _____
Date of Execution: _____
Prime Provider: S&B INFRASTRUCTURE, LTD
Work Authorization No.: _____

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

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
	Aldana Engineering & Traffic Design, LLC						
	DOS Land Surveying, LLC						
	DOS Logistics, Inc.						

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: $1,550,333.15

Contract Number:

Vendor ID #	**Subprovider**	**Total $ Amount Paid to Date**
12083614573	Aldana Engineering & Traffic Design, LLC	
26175244210	DOS Land Surveying, LLC	
14709461637	DOS Logistics, Inc.	
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.

Name	**Address**	**Phone Number**
Aldana Engineering & Traffic Design, LLC	720 S. Texas, Weslaco, TX 78596	956-968-4373 / 956-968-5803
DOS Land Surveying, LLC	1002 E. Expressway 83, Weslaco, TX 78596	956-969-4183 / 956-447-8194
DOS Logistics, Inc.	1002 E. Expressway 83, Weslaco, TX 78596	956-968-8800 / 956-447-8194

The information must be provided and returned with the contract.

_____ _____

Signature Date

Daniel O. Rios, P.E., Sr. Vice-President dorios@sbinfra.com 956-926-5000

Printed Name Email Phone #

ATTACHMENT H-6

Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report

HUB Subcontracting Plan (HSP)
Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Contract/Requisition Number: _____ **Date of Award:** _____ (mm/dd/yyyy) **Object Code:** _____ (Agency Use Only)

Contracting Agency/University Name: _____

Contractor (Company) Name: _____ **State of Texas VID #:** _____

Point of Contact: _____ **Phone #:** _____

Reporting (Month) Period: _____ **Total Amount Paid this Reporting Period to** $ -

Report HUB and Non-HUB subcontractor information

Subcontractor's Name	Subcontractor's VID or HUB Certificate Number	*Texas Certified HUB? (Yes or No)	Total Contract $ Amount from HSP with Subcontractor	Total $ Amount Paid This Reporting Period to Subcontractor	Total Contract $ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
		TOTALS:	$ -	$ -	$ -	

Signature: _____ **Title:** _____ **Date:** _____

***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

State of Texas

Historically Underutilized Business Certification and Compliance Program

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

ALDANA ENGINEERING & TRAFFIC DESIGN, 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 27-MAY-2011, 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, addresses, phone and fax numbers or authorized signatures) 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.

Paul A. Gibson

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Certificate/VID Number:	1208361457300
File/Vendor Number:	50476
Approval Date:	25-MAY-2011
Expiration Date:	25-MAY-2015

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 and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement//cmbl/hubonly.html) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a **DBE** in accordance with Federal Regulations 49 CFR, Part 26

DOS LOGISTICS, INC. (VN 23031)

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month.

Current certification information will be listed in the TUCP Directory. The TUCP Directory website is www.txdot.gov

Dave R. Tovar, PHR, Interim Director
DBE & SBE Programs Section
Office of Civil Rights

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	1470946163700
File/Vendor Number:	00270
Approval Date:	01-JUN-2013
Scheduled Expiration Date:	01-JUN-2014

In accordance with the Memorandum of Agreement between the
Houston Minority Supplier Development Council (HMSDC)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

DOS LOGISTICS, INC

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 29-AUG-2013, 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, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the HMSDC's program, you must immediately (within 30 days of such changes) notify the HMSDC's 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. If your firm ceases to remain certified in the HMSDC's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

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 and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (**http://www.window.state.tx.us/procurement/cmbl/cmblhub.html**) or by contacting the HUB Program at **1-888-863-5881** or **512- 463-5872**.

Rev. 09/12

Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a **DBE** in accordance with Federal Regulations 49 CFR, Part 26

DOS LAND SURVEYING, LLC (VN 23032)

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month.

Current certification information will be listed in the TUCP Directory. The TUCP Directory website is www.txdot.gov

Tamela C. Saldana, Ph.D., Director
DBE & SBE Programs
Office of Civil Rights

Texas Historically Underutilized Business (HUB) Certificate

HUB

Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1261752442100**
File/Vendor Number:	**060708**
Approval Date:	**22-JAN-2014**
Scheduled Expiration Date:	**22-JAN-2018**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

DOS LAND SURVEYING, 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 24-JAN-2014, 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.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

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 and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (**http://www.window.state.tx.us/procurement/cmbl/cmblhub.html**) or by contacting the HUB Program at **1-888-863-5881** or **512- 463-5872**.

Rev. 09/12

ATTACHMENT I

CERTIFICATE OF INSURANCE

S&BINFR-01 SUZZANNE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/11/2014

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

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

PRODUCER
ProTECH Insurance Agency, Inc.
3120 Southwest Freeway, #100
Houston, TX 77098

CONTACT NAME:
PHONE (A/C, No, Ext): (713) 520-1090 FAX (A/C, No): (713) 529-7505
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance Co of PA	19445
INSURER B : Insurance Company of the State of PA	19429
INSURER C : Lexington Insurance Company	19437
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
S & B Infrastructure, Ltd.
Attn: Diane Larrivee
P.O. Box 266245
Houston, TX 77207-6245

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	GL 5142765	01/01/2014	01/01/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC 049342294	01/01/2014	01/01/2015	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liab			034233983	01/01/2014	01/01/2015	Ea Claim/Aggregate	2,000,000

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

RE: Project PU2236 - Engineering /Design Services

Certificate Holder is included as an Additional Insured with respect to the Commercial General Liability Policy and afforded Waivers of Subrogation with respect to the Commercial General Liability Policy and Workers Compensation Policy to the extent agreed by written contract.

CERTIFICATE HOLDER

Hidalgo County Regional Mobility Authority (HCRMA)
ATTN: Pilar Rodriquez, P.E.
118 S Cage Blvd, 4th Floor
Pharr, TX 78577

CANCELLATION

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
C. S. Madeira

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

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: S&B Infrastructure, Ltd.

BY: Daniel O. Rios, PE

DATE: April 11, 2014

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Daniel O. Rios, PE

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

None

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

April 11, 2014

Date

Adopted 06/29/2007

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: ALDANA ENGINEERING & TRAFFIC DESIGN, LLC

BY: Albert J. Aldana

DATE: 4/11/14

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Albert J. Aldana

Signature of person doing business with the governmental entity

4/11/14

Date

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: Dos Land Surveying, LLC

BY: _____ Eric C. Ybarra - President / CEO

DATE: April 11,2014

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Eric C. Ybarra

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

4/11/2014

Date

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: Dos Logistics, Inc.

BY: Eric C. Ybarra - President / CEO

DATE: April 11,2014

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Eric C. Ybarra

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

4/11/2014

Date

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 (http://www.hcrma.net/). Engineer all any subconsultants 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: S&B INFRASTRUCTURE, LTD

BY:_____

DATE:_____

ATTACHMENT K

DEBARMENT CERTIFICATION

DEBARMENT CERTIFICATION
ARCHITECTURAL, ENGINEERING AND SURVEYING
("PROVIDER") CONTRACTS

(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.

S&B Infrastructure, Ltd.
Name of Provider

Signature of Certifying Official

Senior Vice President
Title of Certifying Official

April 11, 2014
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

Texas Department of Transportation

DEBARMENT CERTIFICATION
ARCHITECTURAL, ENGINEERING AND SURVEYING
("PROVIDER") CONTRACTS

(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.

Aldana Engineering & Traffic Design, LLC
Name of Provider

Albert J. Aldana
Signature of Certifying Official

President
Title of Certifying Official

4/11/14
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

Texas Department of Transportation

DEBARMENT CERTIFICATION
ARCHITECTURAL, ENGINEERING AND SURVEYING
("PROVIDER") CONTRACTS

(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.

Dos Land Surveying, LLC
Name of Provider

Signature of Certifying Official

Eric C. Ybarra President / CEO
Title of Certifying Official

04/11/14
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

Texas Department of Transportation

DEBARMENT CERTIFICATION
ARCHITECTURAL, ENGINEERING AND SURVEYING
("PROVIDER") CONTRACTS

(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.

Dos Logistics, Inc
Name of Provider

Signature of Certifying Official

Eric C. Ybarra President / CEO
Title of Certifying Official

04/11/14
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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3B**
PLANNING COMMITTEE		**DATE SUBMITTED**	**4/15/14**
FINANCE COMMITTEE		**MEETING DATE**	**4/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014 -34 – APPROVAL OF A PROFESSIONAL SERVICE AGREEMENT WITH TEDSI INFRASTRUCTURE GROUP FOR PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Approval of a Professional Service Agreement with TEDSI Infrastructure Group for preparation of Plans, Specifications and Estimates for the International Bridge Trade Corridor Project in the amount of $1,991,194.23.

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

4. Budgeted: X Yes ___No ___N/A Funding Source: VRF Bond

   Proposed Maximum Payable Amount :
   IBTC Final Plans, Specifications & Estimates **$1,991,194.23**

5. Staff Recommendation**: Motion to approve Resolution 2014 - 34 – Approval of a Professional Service Agreement with TEDSI Infrastructure Group for preparation of Plans, Specifications and Estimates for the International Bridge Trade Corridor Project in the maximum payable amount of $1,991,194.23.**

6. Program Manager's Recommendation: **X** Approved ___Disapproved ___None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: April 15, 2014

Re: **Approval of a Professional Service Agreement with TEDSI Infrastructure**

Background
At the January 22, 2014, regular meeting, the Hidalgo County Regional Mobility Authority (HCRMA) Board of Directors authorized staff to negotiate with TEDSI Infrastructure Group for Engineering Service to prepare the final plans, specifications and estimates for the International Bridge Trade Corridor Project.

Goal
With approval of the update to the HCRMA 2015-2019 Strategic Plan, the International Bridge Trade Corridor (IBTC) Project is schedule to bid in December of 2015. In order to meet this schedule, final plans, specifications and estimates will need to be prepared by a consulting engineer.

Staff has negotiated a scope of work and fee for the IBTC Project for a segment from approximately Interstate 2 to FM 493 (See attached map). The proposed fee for the work is $1,991,194.23 or 1.91% of the estimated construction cost of $103,862,463.00.

The remaining work will be performed by S&B Infrastructure and TEDSI Infrastructure Group. The aggregate fee for the three firms (S&B + Halff + TEDSI) is proposed to equate to $5,530,202.36 or 5.31% of the estimated construction cost.

Options
The Professional Service Agreement with TEDSI may be disapproved.

Recommendation
Based on review by this office, **approval of the Professional Service agreement with TEDSI Infrastructure Group for preparation of final plans, specifications and estimates for the IBTC Project is recommended in the maximum payable amount of $1,991,194.23.**

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

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

©2014
Texas Department of Transportation

DANNENBAUM
ENGINEERING COMPANY - McALLEN, LLC
T.B.P.E. FIRM REGISTRATION #8999
1109 NOLANA LOOP, STE 280 MCALLEN, TX 78504 (956) 682-3677

IBTC OVERALL LAYOUT

DRAWING:	FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK:	6	TEXAS					SH 365
ENGINEER:	STATE DIST. NO	COUNTY	CONT	SECT	JOB		SHEET NO.
CK:	PHR	HIDALGO	0921	02	142		
REVIEW:							
CK:							

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 34

APPROVAL OF A PROFESSIONAL SERVICE AGREEMENT WITH TEDSI INFRASTRUCTURE GROUP FOR PREPARATION OF PLANS, SPECIFICATION AND ESTIMATES FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT

THIS RESOLUTION is adopted this 23rd day of April, 2014, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, the Authority has adopted a Strategic Plan that prioritizes the State Highway 365 (SH 365), International Bridge Trade Corridor (IBTC) and State Highway 68 (SH 68) Projects; and

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

WHEREAS, the Authority solicited Statement of Qualifications for Engineering Services for the International Bridge Trade Corridor Project; and

WHEREAS, the Technical Committee rated, ranked and recommended a short list to the Board of Directors; and

WHEREAS, on November 20, 2013 the Board of Directors short listed TEDSI Infrastructure Group, S&B Infrastructure, Halff & Associates, L&G Engineering and Unitech Consulting Engineers for Engineering Services; and

WHEREAS, on January 22, 2014, the Board of Directors interviewed the short listed firms and selected Halff & Associates, TEDSI Infrastructure Group and S&B Infrastructure for Engineering Services and authorized Authority staff to negotiate a Professional Service Agreement with each firm; and

WHEREAS, the Authority staff has negotiated a Professional Service Agreement with TEDSI Infrastructure Group for the preparation of plans, specifications and estimates for the IBTC Project in the amount of $1,991,194.23, hereto attached as Exhibit A; and

WHEREAS, the Authority has determined it is necessary to award a Professional Service Agreement to TEDSI Infrastructure Group to prepare plans, specifications and estimates for the IBTC Project in the amount of $1,991,194.23;

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 approves award of a Professional Service Agreement to TEDSI Infrastructure Group for the preparation of plans, specifications and estimates for the International Bridge Trade Corridor Project, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Professional Service Agreement with TEDSI Infrastructure Group.

*****

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 23rd day of April, 2014, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT WITH
TEDSI INFRASTRUCTURE GROUP
FOR
INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT
PLANS, SPECIFICATIONS & ESTIMATES

♦Contract♦

Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)

ENGINEERING / DESIGN SERVICES
IBTC Segment 0012+0013 from I-2
to FM 493

MAIN CONTRACT

April 11, 2014

TEDSI INFRASTRUCTURE GROUP, INC.

STATE OF TEXAS §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING / DESIGN SERVICES

THIS CONTRACT FOR ENGINEERING SERVICES is made by and between the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter the "Authority") and TEDSI Infrastructure Group, Inc. (hereinafter the "Engineer"), having its principal business address at 1201 E. Expressway 83 Mission, Texas 78572 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 **INTERNATIONAL BRIDGE TRADE CORRIDOR DESIGN PROJECT FOR SEGMENT 0012 AND 0013 FROM I-2 TO FM 493** (the "Project");

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

AGREEMENT

ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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

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

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

ARTICLE II
AGREEMENT PERIOD

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on July 1, 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 $1,991,194.23 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:**
TEDSI Infrastructure Group, Inc. 1201 E Expressway 83, Mission, TX 78572 Attn: Jesse Salinas, Chief Operating Officer	Hidalgo County Regional Mobility Authority (HCRMA) 118 South Cage Boulevard, 4th Floor Pharr, Texas 78577 Attn: Pilar Rodriguez, P.E., Executive Director

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

ARTICLE VIII
INCORPORATION OF PROVISIONS

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

SIGNATORIES

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

AUTHORITY	**ENGINEER**
By: _____	By: _____
Name: Pilar Rodriguez	Name: Jesse Salinas
Title: Executive Director	Title: President
Hidalgo County Regional Mobility Authority	TEDSI Infrastructure Group, Inc.
Date: _____	Date: _____

:

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

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

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.

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:

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.

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.

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.

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.

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 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.

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.

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

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

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

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

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

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

SECTION 20. GRATUITIES

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

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.

(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.

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.

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 in accordance with **the IBTC Project Development Agreement between HCRMA and TxDOT** in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule identified in Attachment F.
7. Request Project CSJ's from TxDOT.

ROUTE AND DESIGN STUDIES (FC 110)
The **AUTHORITY** will provide the following:

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

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

SOC, ECO AND ENVIRON STUDIES & PUBLIC INVOLVEMENT (FC 120)
The **AUTHORITY** will provide the Environmental Document and electronic Constraints map for the project for development of the Environmental Permits, Issues and Commitments (EPIC) sheets and any other compliance issues.

RIGHT-OF-WAY DATA (FC 130)
The **AUTHORITY** will provide the following:
1. Assist the **Engineer**, as necessary, with coordination of any utility relocations that may be required.
2. Ownership Data in a .dgn file
   a. Ownership Information shall be provided for the corridor width.
   b. All utility ownership shall be provided.
3. Parcel plats & Right-of-Way Map.
   a. A ROW map, parcel plats and field notes shall be prepared and furnished.
   b. ROW map and field notes shall be revised as required due to changes in Highway Design, Ownership Changes or Revised Parcel Numbering. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
   c. ROW map must depict all improvements affecting ROW.
   d. ROW map must meet all requirements as specified in TxDOT ROW manuals.
4. Utility Adjustments:
   AUTHORITY (TxDOT as necessary) will execute utility agreements provided by the Engineer for all required utility adjustments.
5. Survey and Stake Right-of-Way
6. Right of Entry to all affected properties located within the project limits.
7. Deliverables: Right of way Map in electronic format (.dgn).

FIELD SURVEYING AND PHOTOGRAMMETRY (FC 150)
The **AUTHORITY** will provide the following:
Deliverables:
1. Survey Control Data Sheets signed and sealed by a RPLS on mylar 11X17 sheets.
2. 2d-planimetric, 3d-digital terrain model in a Microstation (.dgn) format delivered on CD ROM media. Also to be included is the TIN file, and Geopak files utilized and/or generated by Surveyor.
3. One Hard Copy of Field Surveying Book
4. All survey information required for the development of the PS&E for the project.

DRAINAGE (FC 161)
The **AUTHORITY** will provide the following:
1. Timely review/approval of the Hydraulic Study.

MISCELLANEOUS ROADWAY (FC 163)
The **AUTHORITY** will provide the following:
1. Timely review and approval of TCP in coordination with TxDOT.
2. Provide Aesthetic plans and details for project.

MANAGEMENT (FC 164)
The **AUTHORITY** will provide the following:
1. Attend/participate in progress meetings as required.
2. Timely review of submittals as required.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

APPLICABILITY:

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

ABBREVIATIONS:

HCRMA OR AUTHORITY shall mean Hidalgo County Regional Mobility Authority
PMC (GEC) shall mean Program Management Consultant (General Engineering Consultant) (Dannenbaum Engineering Corporation)
ENGINEER shall mean TEDSI Infrastructure Group, Inc.
TxDOT shall mean Texas Department of Transportation
FHWA shall mean Federal Highway Administration
IBWC shall mean International Boundary and Water Commission
USFWS shall mean United States Fish & Wildlife Service
THC shall mean Texas Historical Commission
SHPO shall mean State Highway Preservation Office
USACE shall mean United States Army Corps of Engineers
GSA shall mean General Services Administration
HCMPO shall mean Hidalgo County Metropolitan Planning Organization
FAA shall mean Federal Aviation Administration
MTP shall mean Metropolitan Transportation Plan
TIP shall mean Transportation Improvement Program
MUTCD shall mean Manual of Uniform Traffic Control Devices
AASHTO shall mean American Association of State Highway and Transportation Officials
LRFD shall mean Load & Resistance Factor Design
PS&E shall mean Plans, Specifications and Estimate
ACP shall mean Asphaltic Concrete Pavement
CSJ shall mean Control Section Job (highway project designation number)
ADP shall mean Advance Project Development

PROJECT DESCRIPTION

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

County/HCRMA: Hidalgo County

CSJ number: 0921-02-142

Project/Description: Provide Preliminary Engineering, Route Studies, Public Involvement, Schematics, Survey, Utilities Coordination, Development Of Plans, Specifications, And Estimates (PS&E) And Shop Drawing Review..

Length: 7.72 Miles (Approx)

Highway: IBTC Segments 0012 & 0013

Limits: (See Location Map Attached)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

Existing Facility: New Location

Proposed Facility: 4-lane divided controlled access toll facility on Segment 2 and 2 lane two way roadway on Segment 3

Project Classification

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___Convert Non-Freeway to Freeway
___Widen Freeway
X__Widen Non-Freeway
X__New Location Toll Freeway (The design of the tolling infrastructure is not included in the scope of this proposal)
___ New Location Non-Freeway
X__Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 For All Tasks)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

ROUTE AND DESIGN STUDIES
(Task 110)

Services Provided By: Engineer	AUTHORITY		
YES	NO	1.	Route Location Studies
YES	NO	2.	Level of Service Analysis
NO	YES	3.	Traffic Evaluations and Projections
YES	YES	4.	Develop Roadway Design Criteria in accordance with Pass-Through Agreement. a. Prepare design summary report (DSR). b. Conduct Design Concept Conference.
YES	YES	5.	Preliminary Cost Estimates
NO	NO	6.	Value Engineering Study
YES	NO	7.	Design Schematic (Develop 4-Lane Schematic)
YES	NO	8.	Preliminary Right-of-Way Requirements
YES	NO	9.	Soil Core Hole Drilling
YES	NO		a. Pavement
YES	NO		b. Retaining Walls
YES	NO		c. Miscellaneous Structures
YES	NO		d. Bridges
YES	NO	10.	Obtain existing facility information. Coordinate and meet with following entities to obtain preliminary design information: TxDOT, Cities, County, Railroad, HCDD#1, Irrigation Districts, and Utility Companies.
YES	NO	11.	Schematic Layout a. Layout shall include the location of interchanges, main lanes, grade separations, frontage roads and ramps. b. Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking. c. For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown. All signing shall be in conformance with the Texas MUTCD. d. The tentative ROW limits.

(1) Provide preliminary earthwork cross sections to verify ROW requirements utilizing GEOPAK.
(2) Provide a graphics file containing the approved schematic.

e. Layout shall include the geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, bridges, and cross roads.
f. Indicate the current and projected traffic volumes as provided by the AUTHORITY (20 year traffic projection, unless otherwise determined by the District Engineer).
g. The control of access lines shall be shown on the proposed schematic.
h. Direction of traffic flow on all roadways.
i. Layout shall include the geometric of speed change (acceleration, deceleration, climbing) lanes.
j. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above and in the TxDOT's checklist for schematic layout.
k. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing.

12. Agreements and Permits

YES	YES	a. Compensable Utility Agreements and exhibits for Utility Agreements
NO	NO	b. Railroad Agreements
		c. Railroad Exhibits
N/A	N/A	(1) Railroad Underpasses
YES	NO	(2) Railroad Overpasses (IBTC/TCC Overpasses at RR)
N/A	N/A	(3) Railroad Grade Crossing (Re-planking)
N/A	N/A	(4) Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A	(5) Other Miscellaneous Sketches for Railroads
YES	NO	d. Traffic Signal Agreements (Pending warrant analysis) and required exhibits.
NO	NO	e. IBWC License Agreement

Due to the associated impacts of the floodway levee the Engineer shall be responsible for the preparation/packaging of all documents necessary for submission to the USIBWC for the license agreement.

The license agreement package should include:

1) The hydraulic model, with proposed floodway impacts due to the proposed bridge structure provided by the engineer
2) THC Concurrence letter from AUTHORITY
3) USFW Concurrence letter from AUTHORITY
4) US Army Corp of Engineers concurrence letter from AUTHORITY
5) Scour Analysis provided by the engineer

YES*	YES	f. Required Coordination for splitting the project limits (two separate CSJ's)

1) Provide all project information to GEC and/or HCMPO for updating the MTP and TIP.
2) Provide all project information to the GEC and/or Environmental Consultant for updating the environmental document.

NO	NO	g. Exhibit for airway/highway clearance permits for FAA
NO	NO	h. USACE exhibits and permits for structures that impact waters of the US and wetlands.

(* = Task anticipated to be led and/or handled by AUTHORITY /PMC)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Task 120)

Services Provided By: Engineer	AUTHORITY	
		1. Public Involvement
YES*	YES*	a. Technical assistance to the GEC and/or Environmental Consultant in the preparation of public meeting(s)/hearing(s), and exhibit preparation.
YES*	YES*	b. Assist the GEC and/or Environmental Consultant to respond to technical questions received during the Public Meeting/Hearing.
NO	YES*	c. Assist the GEC in conducting stakeholder outreach meetings and prepare summaries of said meetings to provide to AUTHORITY
NO	YES*	d. Assist the GEC and/or Environmental Consultant in developing the PowerPoint presentation for the Public Meeting/Hearing.
NO	YES*	e. Prepare and Present the technical presentation portion of the speech.
		2. Preparation of Environmental Permits, Issues and Commitments
YES	NO	a. The Engineer shall develop a plan sheet to be included in the construction plans identifying the Environmental Permits, Issues & Commitments (EPIC) sheet. This plan sheet will be based on the Environmental Document provided by the AUTHORITY. The permits if required shall be obtained by the AUTHORITY.
NO	YES	b. Preparation & Submittal of Notice of Intent (NOI)
NO	YES	c. Preparation & Submittal of Notice of Termination (NOT) upon completion of project
NO	NO	d. Section 4(f) evaluation, including developing the avoidance alternatives have not been identified at this point.
YES	NO	e. Prepare exhibits on structures that impact Waters of the US and wetlands by minimizing impacts for the further coordination and eventual securing of construction permits from the USACE (if needed).

(* = Task anticipated to be led and/or handled by AUTHORITY/PMC)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

RIGHT-OF-WAY/UTILITY DATA
(Function Code 130)

Services
Provided By:

Engineer	AUTHORITY		
		1.	Right-of-Way Map
YES	NO	a.	ROW Map submitted by the Surveyor to the AUTHORITY shall be reviewed by the Engineer on the following items: 1. Correctness of alignment and geometry 2. Correctness of control of access lines as depicted on schematic 3. Coordinate the final centerline alignment adjustment to finalize the ROW map.
YES	NO	b.	Full compliance with ROW Map requirements as specified in TxDOT ROW Manuals.
YES*	YES*	2.	Utility Adjustments
YES*	YES*	a.	The Engineer shall prepare an initial coordination letter and a project layout which will be distributed to various utility companies to determine which utilities are in the limits of the project.
YES*	YES*	b.	The Engineer shall schedule and conduct a Utility Kick-Off meeting with TxDOT, AUTHORITY and the utility companies.
YES*	YES*	c.	The Engineer shall prepare a Utility Conflict Tracking Matrix table.
YES	NO	d.	Upon completion of the preliminary drainage plans and Utility & Drainage (U&D) sheets and Irrigation sheets, the Engineer shall distribute these sheets to the various utility companies and request identification of their lines within the project limits.
YES	NO	e.	The Engineer will coordinate with the Surveyor and the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.
YES*	YES*	f.	The Engineer shall coordinate and approve an adjustment plan and preliminary estimates for all utilities impacting the proposed project construction.
NO	YES*	g.	The Engineer will be responsible for preparing any and all compensable utility agreements, in compliance with TxDOT requirements, and preparation of the final adjustment letters.
NO	YES	h.	A due diligence package will be provided for the AUTHORITY for their use in processing reimbursements to utility companies.
NO	YES	i.	Before a construction contract for the project is let, the Engineer shall provide a utility certification for the AUTHORITY's signature to TxDOT that all utilities have been adjusted.
NO	YES	3.	Design of Compensable Utilities
		a.	Irrigation Structures 1) Parallel 2) Perpendicular Crossings / Siphons 3) Irrigation Canals
NO	YES	b.	Various Pipelines

(* = Task anticipated to be led and/or handled by AUTHORITY/PMC)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

FIELD SURVEYING
(Task 150)

Services Provided By: Engineer	AUTHORITY	
YES*	YES	1. Field Survey
		a. Assist PMC (GEC) to coordinate with Surveyor to obtain DTM data on voids and missing areas
		b. Assist PMC (GEC) to coordinate with Surveyor to obtain outfall design surveys
		c. Assist PMC (GEC) to coordinate with Surveyor to obtain utility company field ties
		d. Assist PMC (GEC) to coordinate with Surveyor to provide final alignment for the preparation of the ROW Map
		e. Assist PMC (GEC) to coordinate with Surveyor to tie down geotechnical borings
		f. Assist PMC (GEC) to coordinate with Surveyor to stake centerline of proposed mainlanes

(* = Task anticipated to be led and/or handled by AUTHORITY/PMC)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

ROADWAY DESIGN
(Task 160)

Services Provided By: Engineer	AUTHORITY	
		1. Geometric Design
YES	NO	a. Horizontal and Vertical Alignment
YES	NO	b. Geometric Layout for Plan and Profile Sheets
		(1) Layout shall include the location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) Layout shall include the geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, bridges, and cross roads.
		(4) Direction of traffic flow on all roadways.
		(5) Layout shall include the geometric of speed change (acceleration, deceleration, climbing) lanes.
YES	NO	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. Copies of the four-lane freeway schematic layout shall be submitted through the TxDOT Pharr District office to the Design Division for approval and subsequent coordination with the FHWA. No geometric design is to be performed until the AUTHORITY and TxDOT have given the engineer written approval of the preliminary schematic layout.
		b. All geometric design shall be in conformance with the latest version of the TxDOT's Standard Specification for Construction and Maintenance of Highways, Streets, and Bridges, and the Special Specification and Special Provisions related thereto, and shall conform to the latest edition and revisions of the State's Roadway Design Manual, except where variances are permitted in writing by the AUTHORITY and TxDOT.
		c. Handling of traffic during construction shall be a consideration in the development of preliminary designs.
		d. The engineer shall furnish a final cross section plot for the project, which is of utmost importance since it is the basis for contractor payments and construction staking.
YES	NO	3. Grading Design
		a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
		b. Typical Sections
		c. Design Cross Sections for roadways and outfalls.
		d. Determine Cut and Fill Quantities for roadways and outfalls
		4. Pavement Design
YES	NO	a. Prior to initiating detailed plan preparations for a project, an investigation shall be made to design the proposed pavement structure. TxDOT's computer program "The Flexible Pavement Design System (FPS) will be utilized for this purpose.

Services Provided By: Engineer	AUTHORITY		
YES	NO	b.	A typical section for the proposed pavement design of main lanes, ramps, frontage roads and intersecting streets shall include pavement thicknesses as well as pavement cross slopes, lane and shoulder widths, ACP type and Asphalt binder.
		c.	Required geo-technical testing for Subgrade, salvage flexible base, recycle asphalt pavement (RAP). (see detailed scope from L&G Lab)
YES	NO		(1) Subgrade: tests will be performed for sulfate content to determine if addition of lime stabilization is a feasible method. If lime stabilization is determined to be a feasible method, a lime series test will be performed to determine the required percentage of lime. Plasticity Index (PI) of the subgrade throughout the project will also be tested to determine it's suitability of usage as embankment.
YES	NO		(2) Salvage Flexible Base: Triaxial test will be performed to determine the strength of the salvage base and it's suitability to be used as a part of the proposed pavement.
YES	NO		(3) Recycle Asphalt Pavement (RAP): Extraction tests will be performed on existing ACP to determine the asphalt content as well as gradations for the potential use by the contractor in the proposed ACP mix design.
NO	YES	d.	Traffic Data for Pavement Design
YES	NO	e.	Basic Pavement Design Criteria
YES	NO	f.	Life Cycle Cost Analysis (es) for flexible pavement
YES	NO	g.	Provide a full pavement design report

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

DRAINAGE
(Task 161)

Preliminary hydraulic design of all drainage structures (bridge waterways, culverts, storm sewers, channels) shall be submitted to the AUTHORITY and TxDOT for review. This preliminary submission shall include the overall drainage plan, structure layout, and hydraulic computations. No detailed design of drainage structures is to be performed, until the AUTHORITY and TxDOT have given the engineer written approval of the preliminary hydraulic design. All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the AUTHORITY and TxDOT.

Services Provided By: Engineer	AUTHORITY	
		1. Hydrologic Studies, Discharges
YES	NO	a. Drainage area maps showing existing conditions and proposed drainage structure improvements.
YES	NO	b. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
YES	NO	(1) Storm water detention available within the ROW
YES	NO	(2) Storm water detention required outside the ROW (as per HCDD#1)
YES	NO	(3) Culverts
YES	NO	(4) Bridge waterways
YES	NO	(5) Channels
YES	NO	(6) Storm sewers/inlets
YES	NO	b. Federal Emergency Management Agency (FEMA) floodplain coordination requirements
YES	NO	c. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
YES	NO	(1) New culverts
YES	NO	(2) Culvert widening and/or lengthening
YES	NO	(3) Culvert replacements
		b. Storm sewers
YES	NO	(1) New storm sewers
YES	NO	(2) Modify existing storm sewers
YES	NO	(3) Inlets
YES	NO	(4) Manholes
YES	NO	(5) Trunk lines
YES	NO	c. Levees
YES	NO	d. Retaining Wall drainage
YES	NO	e. Outfall channel(s) within the ROW
YES	NO	f. Outfall channel(s) outside the ROW
YES	NO	g. Detention Pond(s) within the ROW (as needed)
YES	NO	h. Detention Pond(s) outside the ROW (as needed)
YES	NO	i. Summary of Quantities
YES	NO	4. Storm Water Pollution Prevention Plan (SW3P)
YES	NO	5. Scour Evaluation and floodway hydraulic modeling and report for TCC impacts on the IBWC floodway.
		a. Soil Properties of Floodway – D50 & D90 Sieve Analysis

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION
(Task 162)

Services Provided By: Engineer	AUTHORITY	
YES	NO	1. Preliminary Signing and Pavement Markings (Conducted at the Schematic Level) The schematic layout in addition to the roadway related features will show: a. The number of lanes in each section of proposed highway and the location of changes in numbers of lanes b. The projected traffic volumes as provided by the AUTHORITY (20 year traffic projection) c. Proposed ROW lines d. Arrows with direction of traffic flow on all roadways e. Location of Large Ground Mounted Signs and their message f. Location of Large Bridge Mounted Signs and their message g. Location of Trailblazer Signs (type D) and their message
YES	NO	2. Signing and Pavement Markings Layouts (Conducted at the PS&E Level & Individual Sheets for Signing and Pavement Markings are Anticipated to be Required)
YES	NO	a. Boring Logs needed for design of sign foundations
YES	NO	b. General Requirements • Prepare General Notes for Signing and Pavement Markings • Prepare governing specifications and provisions • Prepare Cost Estimate • Select TxDOT standard sheets
		c. Signing and Pavement Markings Layouts (1"=100' scale) • Legend with symbols • Center line with station numbering • ROW lines • Culverts and other structures that present a hazard to traffic • Location of utilities, if not shown on plan and profile • Existing signs to remain, to be removed, to be relocated • Proposed small signs (illustrated and numbered) • Proposed Large ground mounted signs indicating location by plan layout • Proposed large overhead mounted signs indicating location by plan layout • Proposed pavement markings (illustrated and quantified) • Quantities of existing pavement markings to be removed • Proposed delineators and object markers • Quantities table with each pavement marking type quantified
YES	NO	d. Summary of Small Signs Tabulation Sheets
YES	NO	e. Summary of Large Signs Tabulation Sheets (includes all Guide Signs)
YES	NO	f. Sign Panel Detail Sheets • All signs not covered by the Texas MUTCD • Design details for large guide signs • Dimensions of letters, shields, borders, corner radii etc. • Designation of shields attached to guide signs • Designation of arrow used on exit direction signs

Services Provided By: Engineer	AUTHORITY	
YES	NO	g. Proposed Overhead Sign Bridge Design (O.S.B.). Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures. Proposed O.S.B. elevation Sheets will show at a minimum the following: (Note: No walkways or sign lights will be used, since all sign panels will have high intensity reflective sheeting) • Span length • Tower Height • Drill Shaft size and top elevation • Soil strength used for design {indicate basis and boring(s) used} • Reference appropriate O.S.B. standard • Center line of truss elevation • Bottom of base plate elevation • Leg spacing • Design wind speed
		3. Conduct Traffic Signal Warrant Studies (Conducted at the Schematic Level)
YES	NO	a. Location Map: Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
YES	NO	b. Photographs in the vicinity of the signal under consideration
NO	YES	c. Accident data for the past four years at the proposed interchange locations
		d. Vehicle volumes
YES	NO	Existing
NO	YES	Estimated
NO	YES	Projected
NO	NO	Pedestrian
YES	NO	e. Warrant Analysis and Assessment
YES	NO	f. Recommendations
YES	NO	4. Traffic Signal Design (Conducted at the PS&E Level)
		a. General Requirements • Contact Local Utility Company, conduct joint field investigation, determine service drop locations, determine need for adjustment of overhead utility lines • Prepare General Notes for Traffic signal installation • Prepare governing specifications and provisions • Prepare Cost Estimate for Traffic signal installation • Select TxDOT standard sheets
		b. Basis of estimate sheet (list of materials)
		c. General notes sheet
		d. Condition diagram • Existing intersection design features • Adjacent Roadside development • Existing traffic control including illumination
		e. Proposed Signal Plan Layouts • Existing traffic control devices that will remain (signs and markings) • Existing utilities • Proposed highway improvements

- Proposed installation
- Proposed additional traffic controls devices (signs and markings)
- Proposed illumination attached to signal poles
- Proposed controller and foundation
- Proposed service drop
- Loop detector locations and connections
- Proposed signal head orientation
- Intersection signing, pavement markings and wheel chair ramps

f. Signal Phasing and Timing
- Phase sequence diagram
- Interval timing, cycle length and offsets

g. Electrical Schedule Table
- Wire and conduit sizes by cable run
- Quantities by cable run
- Loop detector cables
- Signal cables
- Pedestrian cables
- Safety lighting cables

h. TxDOT Standard Sheets
- Signal Pole Details
- Loop Detector details
- Pull Box and conduit details
- Controller Foundation details
- Signal Pole foundation details and quantities
- Mast Arm details and quantities
- Traffic control for installation of traffic signals

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

MISCELLANEOUS (ROADWAY)
(Task 163)

Services Provided By: Engineer	AUTHORITY	
YES	NO	1. Preliminary Roadway Illumination Requirements (Conducted at the schematic level)
		a. Determine Safety Lighting Requirements:
		(1) At Entrance Ramps (merging areas)
		(2) At Exit Ramps (diverging areas)
		(3) At Overpasses (Underpass Lighting)
		(4) At Critical Locations where safety is an issue
		b. Calculate Preliminary Quantities and Cost Estimate for Roadway Illumination
YES	NO	2. Final Roadway Illumination Design (Conducted at the PS&E Level) (Safety Lighting)
YES	NO	a. Geotechnical Report with Boring Logs required for foundation design
YES	NO	b. General Requirements
		(1) Develop wiring connections
		(2) Calculate voltage drops
		(3) Contact Local Utility Company, conduct joint field investigation, determine power requirements and sources for each circuit
		(4) Prepare General Notes for Roadway Illumination
		(5) Prepare governing specifications and provisions
		(6) Prepare Cost Estimate for Roadway Illumination
		(7) Select TxDOT standard sheets
YES	NO	c. Safety Roadway Illumination layouts (1"=100' scale) showing:
		(1) Pavement edges, shoulders, curbs, retaining walls, etc.
		(2) Center line with station numbering.
		(3) ROW lines.
		(4) Symbol legend. Use TxDOT standard symbols for lighting and electrical design.
		(5) Culverts and other structures that present a hazard to traffic.
		(6) Location of underground utilities, if not shown on plan profile.
		(7) Location of overhead electrical lines, both crossing and parallel to ROW.
		(8) Existing lighting equipment to remain, to be removed, to be relocated.
		(9) Location of proposed roadway lighting equipment.
		(10) Lighting Equipment Table showing, station and offset of proposed lighting fixtures, light intensity, lighting pattern.
		(11) Lighting Quantities Table
YES	NO	d. Circuit Diagrams, showing:
		(1) Service drop details
		(2) Control panel details
		(3) Lighting equipment
		(4) Wiring connections
		(5) Proposed conductor sizes and lengths
		(6) Proposed conduits
		(7) Proposed Ground Boxes
YES	NO	e. Continuous Illumination and/or high-mast
YES	NO	f. Quantities Summary Table
YES	NO	g. Electrical Service Summary Sheet
NO	NO	h. Continuous Illumination Design
YES	NO	I. Continuous Illumination Design Study
		3. Retaining Walls
		a. Structural Details
NO	NO	(1) Cast-in-Place Cantilever.
NO	NO	(2) Tieback Retaining Wall.
NO	NO	(3) Specialized Retaining Wall.

Services

Provided By: Engineer	AUTHORITY		
		b.	Alternate Patented Retaining Walls at all locations. (Layouts Only)
YES	NO		(1) Mechanically Stabilized Earth
NO	NO		(2) Concrete Block Wall Systems
YES	NO	c.	Retaining Wall Layout (PLAN)
			(1) Designation of reference line
			(2) Beginning and ending retaining wall stations
			(3) Station of each retaining wall joint (if necessary based on wall type)
			(4) Offset from reference line
			(5) Horizontal curve data
			(6) Number of retaining wall panels and lengths (if necessary based on wall type)
			(7) Total length of wall
			(8) Indicate face of wall
			(9) All wall dimensions and alignment relations (alignment data as necessary)
			(10) Soil core hole locations
YES	NO	d.	Retaining Wall Layout (ELEVATION)
			(1) Top of wall elevations at each joint or intervals
			(2) Existing and finished ground line elevations
			(3) Height of stem at each joint (if necessary based on wall type)
			(4) Wall panel designations (if necessary based on wall type)
			(5) Top of footing elevations (if necessary based on wall type)
			(6) Limits of measurement for payment
			(7) Type, limits and anchorage details of railing (If applicable)
			(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
YES	NO	e.	Foundation Studies. The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments.
YES	NO	f.	Slope Stability Analysis.
YES	NO	g.	Embankment Foundation Stability Analysis
YES	NO	h.	Embankment Settlement Analysis
YES	NO	i.	Estimate
YES	NO	j.	Summary of Quantities
YES	NO	k.	Typical cross section.
YES	NO	l.	General Guidelines for Retaining Walls
			(1) The engineer shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation.
			(2) The ground water level should be observed at the water strike.
			(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
YES	NO	4.	Traffic Control Plan, Detours and Sequence of Construction
			Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:
		a.	General Notes indicating the requirement and sequence of construction phasing.
		b.	The sequence of construction and method of handling traffic during each phase.

Services
Provided By:
Engineer AUTHORITY

c. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
d. The proposed traffic control devices (stop signs, signals, flagging, etc.) at grade intersections during each construction sequence.
e. Where detours are provided, a plan view and typical sections shall be shown.

5. Miscellaneous Drafting/Standards

YES NO a. Erosion Control
YES YES b. Hardscape Development (Aesthetics for concrete structures - form liners at bridge, caps columns bents and retaining walls).

YES NO 6. Compute and Tabulate Quantities

YES NO 7. Specifications, Special Provisions, Special Specifications
a. Use the TxDOT standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the TxDOT's format and, to the extent possible, incorporate references to approved State test procedures.

YES YES 8. Tolling Infrastructure
a. From the Preliminary Tolling Gantry locations identified by the AUTHORITY prepare plans that identify conduit layouts and pull boxes with respect to the pavement sections, ditch cross sections, and right of way lines. The conduit layouts within the pavement structure shall be shown to be placed within a concrete pavement section. All other Tolling appurtenances (Supports, foundations, wiring, cameras, buildings etc.) will be provided by the AUTHORITY.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

BRIDGE DESIGN
(Task 170)

Services Provided By: Engineer	AUTHORITY		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
NO	NO	(1) Underpass()	0
YES	NO	(2) CR 1821	1
N/A	N/A	(3) Main Lanes	2
N/A	NA	(4) Direct Connector(s)	
N/A	N/A	(5) Ramp Bridge(s)	0
NO	NO	(6) Waterway Structure(s)	0
N/A	N/A	(7) Pedestrian Structure(s)	
N/A	N/A	(8) Utility Structure(s)	
N/A	N/A	(9) Railroad Underpass(es)	
N/A	N/A	(10) Railroad Overpass(es)	
N/A	N/A	(11) Bridge Classification Culvert(s)**	
N/A	N/A	(12) Alternate Structural Designs	
N/A	N/A	(13) Alternate Foundation Design	
		Total New Structures =	3
		b. Existing Structure(s)	
NO	NO	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	
NO	NO	(2) Bridge Replacement	
NO	NO	(3) Raising Bridge Elevation	
NO	NO	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	
N/A	N/A	(5) Railroad Overpass(es)	
N/A	N/A	(6) Railroad Underpass(es)	
		Total Existing Structures =	0

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the engineer should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

Services
Provided By:
Engineer AUTHORITY

YES NO 2. Preparation of Bridge Layouts
The Engineer will prepare the bridge layouts in compliance with the latest TxDOT Pharr District bridge layout checklist.

YES NO 3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)

YES NO 4. Foundation Studies
The minimum number of soil core holes shall be obtained in accordance with Chapter 2, Section 1 of the TxDOT Bridge Geotechnical Manual. Texas Cone Penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (5 foot) intervals.

YES NO 5. Bridge Total Quantities and Cost Estimates (each bridge)

YES NO 6. Bridge Special Provisions and Specifications (each bridge)

YES NO 7. Bearing seat elevations for each girder. Top of cap elevations for non-girder type structures.

YES NO 8. General Guidelines for Bridge Design

a. The engineer shall prepare a bridge layout of each bridge structure for AUTHORITY and TxDOT's review and approval. The bridge layout shall be in conformance with the latest TxDOT's requirements.
b. The engineer shall make final design calculations and final detail drawings in conformance with the Texas Department of Transportation Bridge Design Manual - LRFD, the current American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications, and the TxDOT Bridge Geotechnical Manual.
c. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.
d. Standard drawings for beams, girders, railings, riprap, etc., shall be furnished to the engineer upon request. These standards shall not be redrawn by the engineer nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the engineer shall not be identified as standards.
e. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the Engineer at no cost to the AUTHORITY.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT MANAGEMENT
(Task 164)

Services Provided By: Engineer	AUTHORITY		
YES	YES	1.	Meetings Meetings will be held with the AUTHORITY, TxDOT, FHWA, State Officials, local governments, property owners, utility owners, other consulting firms, etc., as needed or required by the AUTHORITY and TxDOT. The engineer shall coordinate through the AUTHORITY for the development of this project with any local entity having jurisdiction or interest in the project (i.e. AUTHORITY, county, etc).
YES	YES	2.	Project Manager/Engineer Communication Engineer shall comply with all requirements stated in the Pass-Through Agreement between AUTHORITY and TxDOT. <u>However, no further coordination with TxDOT will be required.</u>
YES	YES	3.	Quality Assurance/ Quality Control The Engineer shall perform quality assurance and quality control (QA/QC) on all deliverables associated with this project as follows: a) The Project Manager will continually review the quality, progress and cost of the various tasks assigned to all firms within the team. Quality review will include technical requirements. b) Peer review will be provided at all levels. c) An independent engineer, within the Engineer's firm, will assure that the project constructability requirements (details, specifications, plan notes, etc.) are met.
YES	YES	4.	Submittals to AUTHORITY and TxDOT for review and approval a) When 60%; 90% and 100% (final) design is completed the Engineer shall submit all the required design information to AUTHORITY for review and approval.. b) Final documents and information exchange of data, Plan Sheets, General Notes and/or Specifications provided to the AUTHORITY shall be furnished on a USB flash drives. Each flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation. General Notes and specifications shall be provided in MS Office 2007 Word format or later. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall be provided during review submittals. If required, the engineer shall provide to the AUTHORITY, an external hard drive that contains all the plan sheets for the project.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

CONSTRUCTION MANAGEMENT
(Task 320)

Services Provided By: Engineer	AUTHORITY		
YES*	YES*	1.	Construction Bidding Assistance After acceptance by AUTHORITY of the Bidding Documents and upon written authorization by AUTHORITY to proceed, Engineer shall: a) Assist AUTHORITY in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, b) Attend pre-Bid conferences c) Develop Addenda for AUTHORITY as appropriate to clarify, correct, or change the Bidding Documents. d) Provide Project design information or assistance needed by AUTHORITY in the course of the bid submittal with prospective contractors e) Advise the AUTHORITY as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents. f) Attend the Bid opening, prepare Bid tabulation sheets, and assist AUTHORITY in evaluating Bids and recommend award of contract.
YES*	YES*	2.	Services during Construction Upon successful completion of the Bidding, and upon concurrence from AUTHORITY, Engineer shall: a.) *Pre-Construction Conference.* Participate in a Pre-Construction Conference (if required) prior to commencement of Work at the Site. ***((Task performed by PMC (GEC) assisted by Engineer)*** *b.)* *Change Orders.* Provide related services such as: Preparing Engineering drawings required for change orders correcting errors and omissions on the plans. c.) *Review and approval of Shop Drawings*. Review and approve or take other appropriate action in respect to Shop Drawings and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. ***(This task will be performed by the Engineer and reviewed/managed by PMC (GEC))*** *d.)* *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. e.) *Interpretation of Intent*. The Engineer shall provide interpretation and clarification of design intent throughout the construction of the project.

(* = Task anticipated to be handled by AUTHORITY /PMC- except

ATTACHMENT D

WORK AUTHORIZATION

ATTACHMENT D-1

WORK AUTHORIZATION NO. ____
AGREEMENT FOR ENGINEERING SERVICES

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

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

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

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

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

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under "Article V of that certain Professional Services Agreement for Engineering / Design Services IBTC Segment 0012 & 0013 from I-2 to FM 493.

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

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

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

ATTACHMENT D-2

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

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

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

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

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

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	**(Date)**

ATTACHMENT E

FEE SCHEDULE

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 557+00 To Sta 763+30.30 & Sta 551+00 To Sta 726+15 (East Leg Section)
TEDSI INFRASTRUCTURE GROUP, INC

NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	PROPOSED HRS PER SHT	ACTUAL HRS PER SHT	TOT TASK HRS	Principal	Sr Project Manager	Senior Engineer (V Civil)	Senior Structural Engineer	Project Engineer (III, IV Civil)	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
		FC 145 - PROJECT MANAGEMENT (FC 160 TO FC 190) (PS&E SERVICES) (12 MONTHS)													
		PREPARE/MANAGE WORK AUTHORIZATIONS (PS&E DEVELOPMENT) (INCLUDING RECORD KEEPING, FILING, ADMINISTRATION, ETC) AND OVERALL QA/QC				16	80	16					60	172	$ 25,670.84
		SCHEDULE & ATTEND WORK AUTHORIZATION DEVELOPMENT MEETINGS **(4 MEETINGS)**				16	16	16					24	72	$ 10,729.20
		COORDINATION/PREPARE SUB WORK AUTHORIZATIONS/MANAGE SUBCONSULTANTS				10	24	8					24	66	$ 9,685.08
		PREPARATION OF INVOICES AND PROGRESS REPORTS (TOTAL = 7 EA)				**7**	**28**	**14**					**58**	**107**	**$ 13,105.56**
		DEVELOP PDF OF WORK FOR BACKUP ON INVOICES (TOTAL =7 EA)				**7**						**56**		**63**	**$ 5,754.70**
		SCHEDULE & ATTEND PRE-DESIGN MEETING & PREPARE MINUTES (TOTAL= 1)				8	8	8					4	28	$ 4,860.52
		SCHEDULE & ATTEND TRAF SAFETY REVIEW MEETING AND PREPARE MEETINGS (TOTAL= 1)					8	8					4	20	$ 3,276.36
		SCHEDULE, ATTEND AND PREPARE MINUTES FOR **12 MONTHLY** PROGRESS MEETINGS **(2 HRS)**				6	24	24		36	10	12	18	130	$ 17,977.84
		RESEARCH / REVIEW EXISTING PLANS & DATA				**0**	**0**	**0**		**0**	**0**	**0**	**0**	**0**	**$ -**
		PREPARE PROJECT SCHEDULE (UPDATE MONTHLY 7 EA)					**10**	**6**		**7**			**7**	**30**	**$ 4,383.46**
		MONITOR SUB-PROVIDER'S SCHEDULES ON A MONTHLY BASIS (7 MONTHS)				**5**	**14**							**19**	**$ 3,762.38**
		PREPARE & ASSEMBLE PRELIMINARY COST ESTIMATES (1 @ 60% AND 1 @ 100%)					10	16		40	24			90	$ 12,565.16
		CONDUCT SITE VISIT OF PROJECT AREA (4 SITE VISITS 2 Roadway 2 Hydraulics)					8	32		32	32			104	$ 14,929.44
		PREPARE 30% SUBMITTAL					4	4		16	12	24	4	64	$ 6,984.72
		QC/QA - OVERALL 30% SUBMITTAL												0	$ -
		PREPARE 60% SUBMITTAL					4	4		16	12	24	4	64	$ 6,984.72
		QC/QA - OVERALL 60% SUBMITTAL													$ -
		PREPARE 90% SUBMITTAL					4	4		16	12	24	4	64	$ 6,984.72
		QC/QA - OVERALL 90% SUBMITTAL													$ -
		PREPARE 100% SUBMITTAL					4	4		16	12	24	4	64	$ 6,984.72
		QC/QA - OVERALL 100% SUBMITTAL													$ -
		ORGANIZE AND DOWNLOAD ELECTRONIC FILE DELIVERABLES					2			8	20	20	2	52	$ 5,310.54
		COMPLETION OF CPM SCHEDULE					16	60		8	8		2	94	$ 15,991.70
		SUB-TOTAL - FC 145 - PROJECT MANAGEMENT (FC 160 TO FC 190) (PS&E SERVICES) (12 MONTHS)			**1303**	**75**	**264**	**224**	**0**	**195**	**142**	**184**	**219**	**1303**	**$ 175,941.66**
		0 - FC 130 - UTILITY COORDINATION													
		UTILITY FEATURE INVENTORY								80		80	40	200	$ 18,842.00
		OBTAIN UTILITY RECORDS								60			30	90	$ 9,450.90
		OVERHEAD UTILITY IDENTIFICATION								20		20	10	50	$ 4,710.50
		FINALIZE UTILITY MAPPING					8			20		80		108	$ 10,345.16
		QA/QC PROJECT DATA					8	8						16	$ 3,024.32
		COORDINATE AND OBTAIN UTILITY VERIFICATION LETTERS						8					8	16	$ 1,944.24

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 557+00 To Sta 763+30.30 & Sta 551+00 To Sta 726+15 (East Leg Section)
TEDSI INFRASTRUCTURE GROUP, INC

		COORDINATION, ATTEND AND PREPARE MINUTES OF UTILITY COORDINATION 4 MTG					16			16			16	48	$ 6,192.64
		COPY AND PROVIDE PLANS AND CROSS SECTIONS TO UTILITY COMPANIES								16		24		40	$ 3,888.40
		MAINTAIN RECORD OF COMMUNICATION WITH UTILITY COMPANIES								8			16	24	$ 2,016.24
		DETERMINE AREAS OF CONFLICTS						16		16		24		56	$ 6,768.72
		IDENTIFY PRIVATE IRRIGATION/DRAINAGE SYSTEMS ON ACQUIRED ROW AND DETERMINE COST FOR MAINTAINING SYSTEM INTEGRITY					16	40		80		80	36	252	$ 28,959.08
		VERIFY AND COORDINATE WITH SURVEYOR								16		16		32	$ 3,264.32
		SUB-TOTAL - 0 - FC 130 - UTILITY COORDINATION			**932**	**0**	**48**	**72**	**0**	**332**	**0**	**324**	**156**	**932**	**$ 99,406.52**
		0 - FC 150 - FIELD SURVEY													
		COORDINATION AND DEVELOPMENT OF SURVEY					20			40				60	$ 9,000.80
		COORDINATION AND DEVELOPMENT OF SURVEY FOR UTILITIES					8			18				26	$ 3,852.34
		SUB-TOTAL - 0 - FC 150 - FIELD SURVEY			**86**	**0**	**28**	**0**	**0**	**58**	**0**	**0**	**0**	**86**	**$ 12,853.14**
		I. GENERAL													
		FC 163 - MISCELLANEOUS (ROADWAY)													
1	1	1 - TITLE SHEET	**24**	**24**	**24**			4		4	12	4		24	$ 2,868.28
2	2 - 3	2 - INDEX OF SHEETS	**20**	**20**	**39**		1	2		6	6	24		39	$ 3,852.42
3	4 - 6	**3 - PROJECT LAYOUT (Double Stacked) (1" = 1000 Ft)**	**20**	**20**	**61**		1	8		16	16	20		61	$ 6,990.70
10	7 - 16	10 - EXISTING & PROPOSED TYPICAL SECTIONS	**10**	**11**	**114**		2	8		40		64		114	$ 11,869.24
30	17 - 46	30 - GENERAL NOTES & SPECIFICATION DATA	**4**	**5**	**164**		2	2		40	80	40		164	$ 17,797.68
2	47 - 48	2 - ESTIMATE & QUANTITY SHEETS	**20**	**22**	**44**		2	2		8	16	16		44	$ 4,788.48
2	49 - 50	2 - SUMMARY OF TRAFFIC CONTROL QUANTITIES	**20**	**0**	**0**	**BY LANDTECH**								0	$ -
2	51 - 52	2 - SUMMARY OF ROADWAY QUANTITIES	**20**	**22**	**44**		2	2		8	16	16		44	$ 4,788.48
1	53 - 53	1 - SUMMARY OF RETAINING WALL QUANTITIES	**20**	**0**	**0**	**BY CORTRAN**								0	$ -
2	54 - 55	2 - DRIVEWAY SUMMARY & LAYOUT SHEETS **(Donna Leg)**	**20**	**20**	**40**		2	4		8	10	12	4	40	$ 4,422.46
1	56 - 56	1 - SUMMARY OF CULVERT & STORM SEWER QUANTITIES	**20**	**20**	**20**					4	8	8		20	$ 2,016.20
1	**57 - 57**	**1 - SUMMARY OF STORM SEWER QUANTITIES**	**20**	**0**	**0**		**0**				**0**	**0**		**0**	**$ -**
1	58 - 58	1 - SUMMARY OF BRIDGES	**20**	**0**	**0**	**BY UNINTECH**								0	$ -
1	59 - 59	1 - SUMMARY OF ILLUMINATION QUANTITIES	**20**	**0**	**0**	**BY TEDSI TO BE ADDED BY SUPPLEMENTAL AGREEMENT WHEN AND IF REQUIRED**								0	$ -
1	60 - 60	1 - SUMMARY OF TRAFFIC SIGNAL QUANTITIES	**20**	**0**	**0**	**BY TEDSI TO BE ADDED BY SUPPLEMENTAL AGREEMENT WHEN AND IF REQUIRED**								0	$ -
3	61 - 63	3 - SUMMARY OF EARTHWORK QUANTITIES	**20**	**21**	**64**					16	32	16		64	$ 6,816.64
1	64 - 64	1 - SUMMARY OF SMALL SIGNS	**20**	**20**	**20**					8	8	4		20	$ 2,208.20
1	65 - 65	1 - SUMMARY OF PAVEMENT MARKINGS	**20**	**20**	**20**					8	8	4		20	$ 2,208.20
1	66 - 66	1 - SUMMARY OF DELINEATION & OBJ MRKR QUANTITIES	**20**	**20**	**20**					8	8	4		20	$ 2,208.20
1	67 - 67	1 - SUMMARY OF SW3P (EROSION CONTROL)	**20**	**0**	**0**	**BY LANDTECH**								0	$ -
0	66 - 65	**II. TRAFFIC CONTROL PLANS (TCP)**				**TCP BY LANDTECH**									

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 557+00 To Sta 763+30.30 & Sta 551+00 To Sta 726+15 (East Leg Section)
TEDSI INFRASTRUCTURE GROUP, INC

2	66 - 67	2 - SEQUENCE OF CONSTRUCTION NARRATIVE	10	10	20											
6	68 - 73	6 - TRAFFIC CONTROL PLAN TYPICAL SECTIONS (1:100)	20	20	122											
2	74 - 75	2 - TRAFFIC CONTROL PLAN GENERAL NOTES	4	5	9											
8	76 - 83	8 - TCP ADVANCE WARNING SIGNS	10	8	64											
20	84 - 103	20 - TRAFFIC CONTROL PLAN - PHASE LAYOUTS - 2 PHASES (1:100)	20	20	390											
1	104 - 104	1 - TEMPORARY TRAFFIC SIGNALS AND ILLUMINATION	20	20	20											
0	105 - 104	0 - TCP CROSS SECTIONS ROLL PLOT			96											
0	105 - 104	0 - STANDARDS			0											
12	105 - 116	12 - BC 1 THRU 12	2	2	24											
1	117 - 117	1-WZ (TD)-03	2	2	2											
1	118 - 118	1-WZ (STPM)-03	2	2	2											
1	119 - 119	1-WZ (UL)-03	2	2	2											
1	120 - 120	1-WZ I(DERD)-03	2	2	2											
1	121 - 121	1-WZ (BTS-1)-03	2	2	2											
1	122 - 122	1-WZ (BTS-2)-03	2	2	2											
1	123 - 123	1-WZ (BRK)-03	2	2	2											
1	124 - 124	1-TCP (2-1)-98	2	2	2											
1	125 - 125	1-TCP (2-3)-03	2	2	2											
1	126 - 126	1-TCP (2-5)-03	2	2	2											
1	127 - 127	1-TCP (2-6)-98	2	2	2											
3	128 - 130	3 - TCP (3-1) THRU (3-3)-98	2	1	2											
1	131 - 131	1-TCP (7-1)-98	2	2	2											
1	131 - 131	0 - QA/QC		72	72		36	36						72	$ 13,609.44
133		**SUB-TOTAL - FC 163 - MISCELLANEOUS (ROADWAY)**			746	0	48	68	0	174	220	232	4	746	$ 86,444.62
		III. ROADWAY DETAILS													
0	132 - 131	**FC 160 - ROADWAY DESIGN CONTROLS (NO SIDEWALKS)**													
6	132 - 137	6 - HORIZONTAL ALIGNMENT DATA SHEETS	10	10	62		3	7		16	16	20		62	$ 7,206.72
	138 - 137	0 - BENCHMARK DATA SHEETS:			0										
4	138 - 141	4 - SURVEY CONTROL INDEX OF SHEETS (PROCESS ONLY - TO BE DONE BY SURVEYOR)		3	12			2		2	4	4		12	$ 1,368.14
4	142 - 145	4 - HORIZONTAL AND VERTICAL CONTROL DATA SHEETS (PROCESS ONLY - TO BE DONE BY SURVEYOR)		3	12			2		2	4	4		12	$ 1,368.14
20	146 - 165	20- REMOVAL PLAN		0	0	BY CORTRAN									$ -
0	166 - 165	0 - PLAN AND PROFILE			0										
11	166 - 176	11 - ROADWAY P & P SHEETS - MAINLANES (STA 557+00 TO STA 659+00)	30	30	332		5	27		44	92	164		332	$ 34,401.64

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 557+00 To Sta 763+30.30 & Sta 551+00 To Sta 726+15 (East Leg Section)
TEDSI INFRASTRUCTURE GROUP, INC

11	177 - 187	11 - ROADWAY P & P SHEETS - NB MAINLANES (STA 659+00 TO STA 763+30.300)	**30**	**30**	**332**		5	27		44	92	164		332	$ 34,401.64
11	188 - 198	11 - ROADWAY P & P SHEETS - SB MAINLANES (STA 659+00 TO STA 763+30.300)	**30**	**30**	**332**		5	27		44	92	164		332	$ 34,401.64
2	199 - 200	2 - ROADWAY P & P SHEETS - EB RAMP 06	**25**	**25**	**50**		4	4		6	12	24		50	$ 5,472.58
3	201 - 203	3 - ROADWAY P & P SHEETS - WB RAMP 06	**25**	**25**	**75**		6	6		9	18	36		75	$ 8,208.87
3	204 - 206	3 - ROADWAY P & P SHEETS - WB RAMP 07	**25**	**25**	**76**		2	6		10	22	36		76	$ 7,986.84
2	207 - 208	2 - ROADWAY P & P SHEETS - EB RAMP (IH 2)	**25**	**25**	**50**		4	4		6	12	24		50	$ 5,472.58
1	209 - 209	1 - ROADWAY P & P SHEETS - CR 1821	**25**	**25**	**25**		2	2		3	6	12		25	$ 2,736.29
2	210 - 211	2 - ROADWAY P & P SHEETS - VALLEY VIEW ROAD	**25**	**25**	**50**		4	4		6	12	24		50	$ 5,472.58
18	212 - 229	18-ROADWAY P&P SHEETS - WB FRONTAGE ROAD (EAST LEG)	**30**	**30**	**531**		8	34		64	210	215		531	$ 55,853.73
2	230 - 231	2-MISCELLANEOUS ACCESS ROADWAYS	**25**	**25**	**50**		4	4		6	12	24		50	$ 5,472.58
0	232	INTERSECTION LAYOUTS												0	$ -
2	233 - 234	2-CR 1821 NB IBTC	**25**	**25**	**50**		4	4		6	12	24		50	$ 5,472.58
1	235 - 235	1 - CR 1821 SB IBTC	**25**	**25**	**25**		2	2		3	6	12		25	$ 2,736.29
1	236 - 236	1 - IBTC AND FM 493	**25**	**25**	**25**		2	2		3	6	12		25	$ 2,736.29
1	237 - 237	1 - IBTC AND CR 1552	**15**	**15**	**15**		**1**	**1**		**2**	**4**	**7**		**15**	**$ 1,620.17**
1	238 - 238	1 - IBTC AND VALLEY VIEW ROAD	**15**	**15**	**15**		**1**	**1**		**2**	**4**	**7**		**15**	**$ 1,620.17**
2	239 - 240	2 - MISCELLANEOUS ROADWAY DETAILS	**20**	**25**	**50**		4	4		6	12	24		50	$ 5,472.58
0	241 - 240	0 - STANDARDS													
1	241	CCCG-12	**2**	**2**	**2**					1		1		2	$ 204.02
1	242	CRCP (1)-13	**2**	**2**	**2**					1		1		2	$ 204.02
1	243	TA (CP)-99	**2**	**2**	**2**					1		1		2	$ 204.02
1	244	JS-94	**2**	**2**	**2**					1		1		2	$ 204.02
1	245	GF(31)-11	**2**	**2**	**2**					1		1		2	$ 204.02
1	246	GF(31)DAT-11	**2**	**2**	**2**					1		1		2	$ 204.02
1	247	GF(31)LS-11	**2**	**2**	**2**					1		1		2	$ 204.02
1	248	GF(31)TR-11	**2**	**2**	**2**					1		1		2	$ 204.02
1	249	GF(31)T101-13	**2**	**2**	**2**					1		1		2	$ 204.02
1	**250**	**GF(31)MS-13**	**2**	**2**	**2**					**1**		**1**		**2**	**$ 204.02**
1	251	SGT(7)31-11	**2**	**2**	**2**					1		1		2	$ 204.02
1	252	SGT(8)31-11	**2**	**2**	**2**					1		1		2	$ 204.02
1	253	BED-11	**2**	**2**	**2**					1		1		2	$ 204.02
1	254	SSCB (1)-10	**2**	**2**	**2**					1		1		2	$ 204.02
1	**255**	**SSCB (1F)-10**	**2**	**2**	**2**					**1**		**1**		**2**	**$ 204.02**
2	256 - 257	2-SSCB (2)-10	**2**	**2**	**4**					2		2		4	$ 408.04

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 557+00 To Sta 763+30.30 & Sta 551+00 To Sta 726+15 (East Leg Section)
TEDSI INFRASTRUCTURE GROUP, INC

1	258	SSCB (3)-10	2	2	2					1		1		2	$ 204.02
1	259	TRACC (N)-13	2	2	2					1		1		2	$ 204.02
1	260	REACT (N)-13	2	2	2					1		1		2	$ 204.02
1	261	QUAD (N)-13	2	2	2					1		1		2	$ 204.02
1	262	TE(HMAC)-11	2	2	2					1		1		2	$ 204.02
4	**263 - 266**	**4 - PED-12A**	2	2	8					**4**		**4**		**8**	**$ 816.08**
4	267 - 270	4 - RS(1)-10	2	2	8					4		4		8	$ 816.08
1	**131 - 131**	**0 - QA/QC**	2	2	2		60	60						120	**$ 22,682.40**
0	**132 - 131**	**0 - PREPARE PLANS ELECTRONIC DELIVERABLES (4)**	0	0	0					0	0	0		0	**$ -**
139		**SUB-TOTAL - 0 - FC 160 - ROADWAY DESIGN CONTROLS (NO SIDEWALKS)**			**2349**	**0**	**126**	**230**	**0**	**314**	**648**	**1031**	**0**	**2349**	**$ 258,285.05**
		0 - IV. WALL DETAILS				**BY CORTRAN**									
0	255 - 254	**FC 163 - MISCELLANEOUS - RETAINING WALL**													
7	255 - 261	7 - PREPARE RETAINING WALL PLAN AND PROFILE SHEETS	30	30	208										
2	262 - 263	2 - PREPARE RETAINING WALL MISCELLANEOUS DETAILS	20	20	40										
4	264 - 267	4 - BORING LOGS	2	2	8										
0	268 - 267	0 - STANDARDS		#DIV/0!	0										
1	268	RW (MSE)	2	2	2										
1	269	RW (TRF)	2	2	2										
1	270	RW (TEW)	2	2	2										
1	271	EMRW-94	2	2	2										
1	**131 - 131**	**0 - QA/QC TCP**	2	2	2		24	24						48	**$ 9,072.96**
17		**SUB-TOTAL - 0 - FC 163 - MISCELLANEOUS - RETAINING WALL**			**264**	**0**	**24**	**24**	**0**	**0**	**0**	**0**	**0**	**48**	**$ 9,072.96**
		0 - FC 161 - ROADWAY DRAINAGE													
0	272 - 271	0 - DATA COLLECTION/REVIEW DATA			112		16			24	32	40		112	$ 12,865.28
0	272 - 271	0 - FIELD TRIP TO VERIFY EXISTING CONDITIONS (TWO TRIPS)			36		16	6		14				36	$ 6,012.58
7	272 - 278	**7 - PREPARE LARGE/SMALL DRAINAGE AREA MAPS:**	20	20	142		4	6		20	40	72		142	$ 14,449.52
2	279 - 280	2 - HYDROLOGY CALCULATIONS (STORM SEWER, CULVERTS, DITCHES):	10	10	19		2	3		4	4	6		19	$ 2,352.24
2	281 - 282	2 - HYDRAULIC COMPUTATIONS SHEETS (STORM SEWER, CULVERTS, DITCHES):	10	10	19		2	3		4	4	6		19	$ 2,352.24
26	283 - 308	26 - CULVERT LAYOUT SHEETS	20	20	521		12	71		118	160	160		521	$ 60,270.04
5	309 - 313	**5 - DITCH AND CHANNEL LAYOUTS (INSIDE ROW) SHEETS**	20	0	0		0	0		0	0	0		0	**$ -**
39	314 - 352	**39 - UTILITIES & DRAINAGE P & P SHEETS (STORM SEWER & DITCHES) (1" = 100 Ft)**	10	10	406		4	35		94	94	179		406	**$ 43,336.45**
2	353 - 354	2 - PREPARE MISCELLANEOUS DETAILS	20	20	40		2	4		4	14	16		40	$ 4,422.46
3	**355 - 357**	**3 - DETENTION POND LAYOUTS**	25	25	75		5	10	0	13	20	27		75	**$ 8,754.90**
12	**358 - 369**	**12 - Prepare 10, 50, and 100yr Water Surface Profiles (Culverts) (BY HALFF)**	20	0	0	**BY HALFF**									**$ -**

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 557+00 To Sta 763+30.30 & Sta 551+00 To Sta 726+15 (East Leg Section)
TEDSI INFRASTRUCTURE GROUP, INC

16	370 - 385	16 - PREPARE IRRIGATION LAYOUTS	**20**	**20**	**312**			30		138	72	72		312	$ 36,399.42
0	386 - 385	0 - STANDARDS													
1	386 - 386	1 - SCC-3&4	2	**2**	**2**					1		1		2	$ 204.02
1	387 - 387	1 - SCC-5&6	2	**2**	**2**					1		1		2	$ 204.02
1	388 - 388	1 - SCC-7	2	**2**	**2**					1		1		2	$ 204.02
1	389 - 389	1 - SCC-8	2	**2**	**2**					1		1		2	$ 204.02
1	390 - 390	1 - SCC-MD	2	**2**	**2**					1		1		2	$ 204.02
1	391 - 391	1 - MC-MD	2	**2**	**2**					1		1		2	$ 204.02
1	392 - 392	1 - MC-4-23	2	**2**	**2**					1		1		2	$ 204.02
1	393 - 393	1 - MC-6-20	2	**2**	**2**					1		1		2	$ 204.02
1	394 - 394	1 - MC-7-20	2	**2**	**2**					1		1		2	$ 204.02
1	395 - 395	1 - ECD	2	**2**	**2**					1		1		2	$ 204.02
1	396 - 396	1 - BCS	2	**2**	**2**					1		1		2	$ 204.02
1	397 - 397	1 - SW-0	2	**2**	**2**					1		1		2	$ 204.02
1	398 - 398	1 - FW-S	2	**2**	**2**					1		1		2	$ 204.02
1	399 - 399	1 - PW	2	**2**	**2**					1		1		2	$ 204.02
1	400 - 400	1 - SETB-SW-0	2	**2**	**2**					1		1		2	$ 204.02
1	401 - 401	1 - SETB-FW-0	2	**2**	**2**					1		1		2	$ 204.02
1	402 - 402	1 - SETB-FW-S	2	**2**	**2**					1		1		2	$ 204.02
1	403 - 403	1 - SETP-CD	2	**2**	**2**					1		1		2	$ 204.02
1	404 - 404	1 - C-6-20	2	**2**	**2**					1		1		2	$ 204.02
1	405 - 405	1 - MC-7-20	2	**2**	**2**					1		1		2	$ 204.02
1	**131 - 131**	**0 - QA/QC TCP**	**2**	**2**	**2**		**60**	**60**						120	$ 22,682.40
134		**SUB-TOTAL - 0 - FC 161 - ROADWAY DRAINAGE**		**14**	**1842**	**0**	**123**	**228**	**0**	**453**	**440**	**598**	**0**	**1842**	**$ 217,977.93**
		0 - FC 161 - LEVEE DESIGN													
0	362 - 361	0 - LEVEE TYPICAL SECTIONS	**20**	**#DIV/0!**	**0**									0	$ -
0	362 - 361	0 - LEVEE P & P SHEETS	**20**	**#DIV/0!**	**0**									0	$ -
0	362 - 361	0 - CROSS SECTIONS **(ROLL PLOT)**		**#DIV/0!**	**0**									0	$ -
0	362 - 361	0 - MISCELLANEOUS & FLOODGATE LEVEE DETAILS	**20**	**#DIV/0!**	**0**									0	$ -
0	362 - 361	0 -RELOCATION OF FLOODWAY LEVEE ANALYSIS	**0**	**#DIV/0!**	**0**									0	$ -
0		**SUB-TOTAL - 0 - FC 161 - LEVEE DESIGN**			**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
VII. BRIDGES										**BY UNINTECH**					
	362 - 361	**BRIDGE OVER CR 1821 STA 581+71.64 TO STA 583+75.98**													
1	362 - 362	1 - BRIDGE LAYOUTS	**45**												
1	363 - 363	1 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	**40**												
1	364 - 364	1 - FOUNDATION LAYOUTS	**20**												

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 557+00 To Sta 763+30.30 & Sta 551+00 To Sta 726+15 (East Leg Section)
TEDSI INFRASTRUCTURE GROUP, INC

1	365 - 365	1 - FOUNDATION DETAILS- 1 TYPE(S)	35												
4	366 - 369	4 - ABUTMENTS - 1 TYPE	32												
2	370 - 371	2- INTERIOR BENTS - 1 TYPE	30												
1	372 - 372	1 - CONC SLAB SPAN & DEFLECTION - 1 UNIT	30												
1	373 - 373	1 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT	35												
1	374 - 374	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	25												
1	375 - 375	1 - PRESTR CONC BEAMS - IGND	28												
2	376 - 377	2 - ARCHITECTURAL TREATMENT	20												
1	378 - 378	1 - BRIDGE BORING LOGS	9												
17		**SUB-TOTAL SHEETS - 0 - BRIDGE OVER CR 1821 STA 581+71.64 TO STA 583+75.98**													
		BRIDGE OVER BUS US 83 NB (STA 725+01.01 TO STA 735+77.67													
3	379 - 381	3 - BRIDGE LAYOUTS	45												
1	382 - 382	1 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	40												
2	383 - 384	2 - FOUNDATION LAYOUTS	30												
2	385 - 386	2 - FOUNDATION DETAILS- 2 TYPE(S)	35												
4	387 - 390	4 - ABUTMENTS - 2 TYPE	32												
4	391 - 394	4- INTERIOR BENTS - 2 TYPE	30												
3	395 - 397	3 - CONC SLAB SPAN & DEFLECTION - 3 UNIT	30												
3	398 - 400	3 - CONC FRAMING PLAN & BENT REPORT - 3 UNIT	35												
3	401 - 403	3 - CONC TYPICAL SECTIONS AND DEFLECTIONS	25												
3	404 - 406	3 - PRESTR CONC BEAMS - IGNS	28												
2	407 - 408	2 - ARCHITECTURAL TREATMENT	20												
2	409 - 410	2 -DRAINAGE DETAILS	20												
2	411 - 412	2 - BRIDGE BORING LOGS	9												
34		**SUB-TOTAL SHEETS - 0 - BRIDGE OVER BUS US 83 NB (STA 725+01.01 TO STA 735+77.67**													
	413 - 412	**BRIDGE OVER BUS US 83 SB (STA 724+96.89 TO STA 735+81.19**													
3	413 - 415	3 - BRIDGE LAYOUTS	45												
1	416 - 416	1 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	40												
2	417 - 418	2 - FOUNDATION LAYOUTS	30												
2	419 - 420	2 - FOUNDATION DETAILS- 2 TYPE(S)	35												
4	421 - 424	4 - ABUTMENTS - 2 TYPE	32												
4	425 - 428	4- INTERIOR BENTS - 2 TYPE	30												
3	429 - 431	3 - CONC SLAB SPAN & DEFLECTION - 3 UNIT	30												
3	432 - 434	3 - CONC FRAMING PLAN & BENT REPORT - 3 UNIT	35												
3	435 - 437	3 - CONC TYPICAL SECTIONS AND DEFLECTIONS	25												
3	438 - 440	3 - PRESTR CONC BEAMS - IGNS	28												
2	441 - 442	2 - ARCHITECTURAL TREATMENT	20												
2	443 - 444	2 -DRAINAGE DETAILS	20												
2	445 - 446	2 - BRIDGE BORING LOGS	9												
34		**SUB-TOTAL SHEETS - 0 - BRIDGE OVER BUS US 83 SB (STA 724+96.89 TO STA 735+81.19**													
		BRIDGE STANDARDS													
1	447 - 447	1 - BAS-C BRIDGE APPROACH SLAB	2												

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 557+00 To Sta 763+30.30 & Sta 551+00 To Sta 726+15 (East Leg Section)
TEDSI INFRASTRUCTURE GROUP, INC

1	448	FD FOUNDATION DETAILS (1 OF 2)	2												
1	449	FD FOUNDATION DETAILS (2 OF 2)	2												
1	450	MEBRS MINIMUM ERECTION	2												
1	451	ODSR OPTIONAL DRILLED SHAFT REINFORCING	2												
1	452	PCP PRESTRESSED CONCRETE PANELS (1 OF 4)	2												
1	453	PCP PRESTRESSED CONCRETE PANELS (2 OF 4)	2												
1	454	PCP PRESTRESSED CONCRETE PANELS (3 OF 4)	2												
1	455	PCP PRESTRESSED CONCRETE PANELS (4 OF 4)	2												
1	456	PMDF PERMANENT METAL DECK FORMS (1 OF 2)	2												
1	457	PMDF PERMANENT METAL DECK FORMS (2 OF 2)	2												
1	458	SBTS THICKENED SLAB STEEL GIRDERS	0												
1	459	SBMS MISCELLANEOUS SLAB DETAIL STEEL GIRDERS	0												
1	460	SEJ-A SEALED EXPANSION JOINT	2												
1	461	SGEB ELASTOMERIC BEARING STEEL GIRDERS (1 OF 3)	2												
1	462	SGEB ELASTOMERIC BEARING STEEL GIRDERS (2 OF 3)	2												
1	463	SGEB ELASTOMERIC BEARING STEEL GIRDERS (3 OF 3)	2												
1	464	SGMD MISCELLANEOUS DETAILS STEEL GIRDERS (1 OF 3)	2												
1	465	SGMD MISCELLANEOUS DETAILS STEEL GIRDERS (2 OF 3)	2												
1	466	SGMD MISCELLANEOUS DETAILS STEEL GIRDERS (3 OF 3)	2												
1	467	T551 CONCRETE SAFTEY F-SHAPE RAIL (1 OF 2)	3												
1	468	T551 CONCRETE SAFTEY F-SHAPE RAIL (2 OF 2)	2												
1	469	BD-1 BRIDGE DRAIN	2												
1	470	IGCS CONTINUOUS SLAB DETAILS	2												
1	471	IGD PRESTRESSED CONCRETE I-GIRDER DETAILS (1 OF 2)	2												
1	472	IGD PRESTRESSED CONCRETE I-GIRDER DETAILS (2 OF 2)	2												
1	473	IGEB ELASTOMERIC BEARING AND GRDER END (1 OF 2)	2												
1	474	IGEB ELASTOMERIC BEARING AND GRDER END (2 OF 2)	2												
1	475	IGMS MISCELLANEOUS SLAB DETAIL	2												
1	476	IGTS THICKEND SLAB END DETAILS	2												
1	477	MEBRC MINIMUM ERECTION	2												
1	478	BL BRIDGE LIGHTING DETAILS	2												
1	479	CSAB CEMENT STABILIZED ABUTMENT BACKFILL	2												
0	480 - 479	0 - CLF-RO 8 FT CHAINLINK FENCE FOR RAILROAD OVERPASS (1 OF 2)	2												
0	480 - 479	0 - CLF-RO 8 FT CHAINLINK FENCE FOR RAILROAD OVERPASS (2 OF 2)	2												
1	480	CRR CONCRETE RIP RAP (TYPE RR 8 AND RR9)	2												
1	**131 - 131**	**0 - QA/QC TCP**	**2**	**2**	**2**		**60**	**60**						120	$ 22,682.40
34		**SUB-TOTAL SHEETS - BRIDGE STANDARDS**													
102		**SUB-TOTAL BRIDGE SHEETS**				**0**	**60**	**60**	**0**	**0**	**0**	**0**	**0**	**120**	**$ 22,682.40**
		VIII. TRAFFIC ITEMS													
0	132 - 131	**0 - FC 162 - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION**													
0	132 - 131	**0- TRAFFIC SIGNAL WARRANTS (ALL OF IBTC)**													
0	132 - 131	0 - IBTC AT IH-2/SH-68 - DIAMOND INTERSECTION						0		0	0	0		0	$ -
0	132 - 131	0 - IBTC AT CR 1821 - DIAMOND INTERSECTION						16		32	48	16		112	$ 13,489.28
0	132 - 131	0 - IBTC AT FM 1423 (VALLEY VIEW RD) - DIAMOND INTERSECTION						16		32	48	16		112	$ 13,489.28
0	132 - 131	0 - IBTC AT CR 1552 - INTERSECTION						16		32	48	16		112	$ 13,489.28
0	132 - 131	0- DONNA EAST CONNECTOR AT FM 493 - T INTERSECTION						8		16	24	8		56	$ 6,744.64

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 557+00 To Sta 763+30.30 & Sta 551+00 To Sta 726+15 (East Leg Section)
TEDSI INFRASTRUCTURE GROUP, INC

0	132 - 131	0 - IBTC WB AT TOWER RD - T INTERSECTION						0		0	0	0		0	$ -
0	132 - 131	0 - IBTC EB AT TOWER RD - T INTERSECTION						0		0	0	0		0	$ -
0	132 - 131	0 - IBTC SB AT CESAR CHAVEZ - T INTERSECTION						0		0	0	0		0	$ -
0	132 - 131	0 - IBTC NB AT CESAR CHAVEZ - T INTERSECTION						0		0	0	0		0	$ -
0	132 - 131	0- IBTC AT FM 907 - DIAMOND INTERSECTION						16		32	48	16		112	$ 13,489.28
0	132 - 131	0- IBTC AT FM 2557 - DIAMOND INTERSECTION						16		32	48	16		112	$ 13,489.28
		0 - SIGNALIZATION (5 INTERSECTIONS) MAST ARMS				**TO BE DETERMINED AFTER COMPLETION OF WARRANTS - ADD AS NEEDED**									$ -
0	132 - 131	0- FIELD INVESTIGATION AND DATA COLLECTION			**0**									0	$ -
0	132 - 131	0- GENERAL NOTES FOR ILLUMINATION (90%, 100% SUBMITTALS)	**5**		**0**									0	$ -
1	132 - 132	1- SUMMARY OF QUANTITIES	**20**	**0**	**0**									0	$ -
5	133 - 137	5- EXISTING CONDITION DIAGRAMS	**10**	**0**	**0**									0	$ -
10	138 - 147	10- PROPOSED SIGNAL LAYOUTS	**20**	**0**	**0**									0	$ -
1	148 - 148	1 - ELECTRICAL SCHEDULE	**10**	**0**	**0**									0	$ -
1	149 - 149	1 - CROSS WALK AND CURB RAMP DESIGN	**20**	**0**	**0**									0	$ -
12	150 - 161	12- STANDARD SHEETS FOR SIGNALIZATION	**10**	**0**	**0**									0	$ -
0	162 - 161	0- SPECIFICATIONS (90%, 100%)	**15**		**0**									0	$ -
0	162 - 161	0- COST ESTIMATES	**15**		**0**									0	$ -
0	162 - 161	0- COORDINATION AND PROGRESS MEETINGS	**20**		**0**									0	$ -
		0 - FC 162- SIGNING DESIGN (30%, 60%, 90%, 100% SUBMITTALS UNLESS NOTED)													$ -
0	162 - 161	0- SIGN INVENTORY	**15**		**32**							32		32	$ 2,496.32
0	162 - 161	0- GENERAL NOTES FOR SIGNING (90%, 100% SUBMITTALS)	**15**		**8**		1	7						8	$ 1,458.16
1	162 - 162	1- SUMMARY OF QUANTITIES LARGE SIGNS (60%, 90%, 100% SUBMITTALS)	**16**	**17**	**17**		2	3		4	5	3		17	$ 2,229.22
1	163 - 163	1- SUMMARY OF QUANTITIES SMALL SIGNS (60%, 90%, 100% SUBMITTALS)	**16**	**17**	**17**		2	3		4	5	3		17	$ 2,229.22
1	164 - 164	1 - SUMMARY OF LARGE SIGNS - EXISTING (SOLS), 7 PANELS/SHT (60%, 90%, 100% SUBMITTALS)	**20**	**10**	**10**		1	2		2	3	2		10	$ 1,299.13
2	165 - 166	2 - SUMMARY OF LARGE SIGNS - PROPOSED (SOLS), 7 PANELS/SHT (60%, 90%, 100% SUBMITTALS)	**20**	**16**	**31**		1	6		8	10	6		31	$ 3,864.38
1	167 - 167	1 - SUMMARY OF SMALL SIGNS - EXISTING (SOSS) (60%, 90%, 100% SUBMITTALS)	**20**	**16**	**16**		1	3		4	5	3		16	$ 2,031.20
2	168 - 169	2 - SUMMARY OF SMALL SIGNS - PROPOSED (SOSS) (60%, 90%, 100% SUBMITTALS)	**20**	**20**	**40**		1	6		10	13	10		40	$ 4,761.47
		EXIST/PROP SIGNS TO BE SHOWN IN THE SAME LAYOUTS													$ -
21	167 - 187	21 - SIGNING LAYOUT (MAINLANES) STA. 557+00 TO STA. 763+00 1"=50' DBL BNK, 1000'/SHT	**15**	**20**	**420**		7	7		92	121	193		420	$ 42,727.34
19	188 - 206	19 - SIGNING LAYOUT (CONNECTOR) STA. 539+00 TO STA. 726+00, 1"=50' DBL BNK, 1000'/SHT	**15**	**20**	**374**		6	6		84	110	168		374	$ 38,169.86
3	207 - 209	3 - SIGNING LAYOUT (US 83) APPROX 3000' , 1"=50' DBL BNK, 1000'/SHT	**15**	**20**	**60**		1	1		13	17	28		60	$ 6,143.23
1	210 - 210	1 - INTERSECTION - FM 493 (60%, 90%, 100% SUBMITTALS)	**15**	**20**	**20**		1	1		4	6	8		20	$ 2,172.22
1	211 - 211	1 - INTERSECTION - VALLEY VIEW (60%, 90%, 100% SUBMITTALS)	**15**	**20**	**20**		1	1		4	6	8		20	$ 2,172.22
1	212 - 212	1 - INTERSECTION - CR 1821 (60%, 90%, 100% SUBMITTALS)	**15**	**20**	**20**		1	1		4	6	8		20	$ 2,172.22
2	213 - 214	2 - LARGE GUIDE SIGN PANEL DETAILS (14 PANELS, 9 PANELS/SHT) (60%, 90%, 100% SUBMITTALS)	**20**	**40**	**80**		4	4		15	29	28		80	$ 8,805.88
3	215 - 217	3 - OVERHEAD SIGN BRIDGE DETAILS (3 OSB, 1 STRUCTURE/SHT) (60%, 90%, 100% SUBMITTALS)	**20**	**40**	**120**		3	3		22	38	54		120	$ 12,337.26
4	218 - 221	4 - CANTILEVER OVHD SGN STRUCTURE DET (7 COSS, 2 STRUCT/SHT) (60%, 90%, 100% SUBMITTALS)	**20**	**40**	**160**		4	4		29	50	73		160	$ 16,411.68
0	222 - 221	0 - LARGE GROUND MOUNTED SIGN STRUCTURE DESIGN (3 GM) (60%, 90%, 100% SUBMITTALS)	**20**		**24**					24				24	$ 3,024.24
1	222 - 222	1 - SMALL SIGN PANEL DETAILS (60%, 90%, 100% SUBMITTALS)	**20**	**40**	**40**		1	1		8	13	17		40	$ 4,155.42
		0 -SIGNING STANDARDS (60%, 90%, 100% SUBMITTALS):													$ -
5	222 - 226	5 - TSR(1)-13 THRU TSR(5)-13	**2**	**2**	**10**					5		5		10	$ 1,020.10
1	227 - 227	1 - SMD(GEN)-08	**2**	**2**	**2**					1		1		2	$ 204.02
3	228 - 230	3 - SMD(SLIP-1)-08 THRU (SLIP-3)-08	**2**	**2**	**6**					3		3		6	$ 612.06
4	231 - 234	4 - SMD(2-1) THRU (2-4)-08	**2**	**2**	**8**					4		4		8	$ 816.08
1	235 - 235	1 - SMD (TY G)-08	**2**	**2**	**2**					1		1		2	$ 204.02

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 557+00 To Sta 763+30.30 & Sta 551+00 To Sta 726+15 (East Leg Section)
TEDSI INFRASTRUCTURE GROUP, INC

1	236 - 236	1 - SMD (8W1)-08	2	2	2					1		1		2	$ 204.02
1	237 - 237	1 - SMD (8W2)-08	2	2	2					1		1		2	$ 204.02
1	238 - 238	1 - SPECIAL SIGN MOUNT DETAILS	2	120	120			40		40		40		120	$ 15,361.60
5	239 - 243	5 - D&OM(1) THRU (5)-04	2	2	10					5		5		10	$ 1,020.10
1	244	D&OM(VIA)-04	2	2	2					1		1		2	$ 204.02
1	245 - 245	1 - SMD(2-6)-08	2	2	2					1		1		2	$ 204.02
2	246 - 247	2 - OSB-Z1	2	2	4					2		2		4	$ 408.04
2	248 - 249	2 - HOSB-Z1	2	2	4					2		2		4	$ 408.04
2	250 - 251	2 - OSBT	2	2	4					2		2		4	$ 408.04
1	252 - 252	1 - OSBC	2	4	4					2		2		4	$ 408.04
1	253 - 253	1 - OSB-FD	2	2	2					1		1		2	$ 204.02
1	254 - 254	1 - COSS & OSB-SZ	2	2	2					1		1		2	$ 204.02
1	255 - 255	1 - COSS-Z1-10	2	2	2					1		1		2	$ 204.02
1	256 - 256	1 - HCOSS-Z1-10	2	2	2					1		1		2	$ 204.02
2	257 - 258	2 - COSSD	2	2	4					2		2		4	$ 408.04
1	259 - 259	1 - COSSF	2	2	2					1		1		2	$ 204.02
1	260 - 260	1 - COSS-FD	2	2	2					1		1		2	$ 204.02
0	261 - 260	0- SPECIFICATIONS (90%, 100%)	15		3		1	1		1				3	$ 504.05
0	261 - 260	0- COST ESTIMATES	15		48		16	16		16				48	$ 8,064.80
0	261 - 260	0- COORDINATION AND PROGRESS MEETINGS	15		24		12	12						24	$ 4,536.48
		0 - FC 162- PAVEMENT MARKINGS (30%, 60%, 90%, 100% SUBMITTALS UNLESS NOTED)													$ -
0	261 - 260	0- GENERAL NOTES FOR PAVEMENT MARKINGS (90%, 100% SUBMITTALS)	15		8		1			7				8	$ 1,080.09
1	261 - 261	1- SUMMARY OF QUANTITIES (60%, 90%, 100% SUBMITTALS)	15	17	17		2	3		4	5	3		17	$ 2,229.22
21	262 - 282	21 - PAVEMENT MRK LAYOUTS (MAINLANES) STA. 557+00 TO STA. 763+00 1"=50' DBL BNK, 1000'/SHT	15	20	420		7	7		92	121	193		420	$ 42,727.34
19	283 - 301	19 - PAVEMENT MRK LAYOUT S(CONNECTOR) STA. 539+00 TO STA. 726+00, 1"=50' DBL BNK, 1000'/SHT	15	20	374		6	6		84	110	168		374	$ 38,169.86
3	302 - 304	3 - PAVEMENT MRK LAYOUTS (US 83) APPROX 3000' , 1"=50' DBL BNK, 1000'/SHT	15	20	60		1	1		13	17	28		60	$ 6,143.23
1	305 - 305	1 - INTERSECTION - FM 493 (60%, 90%, 100% SUBMITTALS)	15	20	20		1	1		4	6	8		20	$ 2,172.22
1	306 - 306	1 - INTERSECTION - VALLEY VIEW (60%, 90%, 100% SUBMITTALS)	15	20	20		1	1		4	6	8		20	$ 2,172.22
1	307 - 307	1 - INTERSECTION - CR 1821 (60%, 90%, 100% SUBMITTALS)	15	20	20		1	1		4	6	8		20	$ 2,172.22
		0 - PAVEMENT MARKING STANDARDS (60%, 90%, 100% SUBMITTALS):													$ -
1	306 - 306	1 - PM(1)-12	2	2	2					1		1		2	$ 204.02
1	307 - 307	1 - PM(2)-12	2	2	2					1		1		2	$ 204.02
1	308 - 308	1 - PM(4)-12	2	2	2					1		1		2	$ 204.02
4	309 - 312	4 - FPM(1)-12 THRU FPM((4)-12	2	2	8					4		4		8	$ 816.08
0	313 - 312	0- SPECIFICATIONS (90%, 100%)	15		3		1	1		1				3	$ 504.05
0	313 - 312	0- COST ESTIMATES	15		48		16	16		16				48	$ 8,064.80
0	313 - 312	0- COORDINATION AND PROGRESS MEETINGS	15		24		12	12						24	$ 4,536.48
1	**131 - 131**	**0 - QA/QC TCP**	**2**	**2**	**2**		**32**	**32**						**64**	**$ 12,097.28**
187		**SUB-TOTAL - FC 162 - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION**				**0**	**148**	**297**	**0**	**839**	**973**	**1234**	**0**	**3491**	**$ 392,772.58**
		FC 163 - MISCELLANEOUS - HIGH MAST ILLUMINATION													
0	132 - 131	**0- ILLUMINATION WARRANTS (ALL OF IBTC - 5 SEGMENTS)**													
0	132 - 131	0- IBTC - SH 365/IBTC INTERCHANGE TO FM 2557	N/A		40			8		8	24			40	$ 5,112.48
0	132 - 131	0- IBTC - FM 2557 TO FM 907	N/A		40			8		8	24			40	$ 5,112.48
0	132 - 131	0- IBTC - FM 907 TO DONNA INTERCHANGE	N/A		40			8		8	24			40	$ 5,112.48
0	132 - 131	0- IBTC - DONNA INTERCHANGE TO IH-2/US 83	N/A		40			8		8	24			40	$ 5,112.48

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 557+00 To Sta 763+30.30 & Sta 551+00 To Sta 726+15 (East Leg Section)
TEDSI INFRASTRUCTURE GROUP, INC

0	132 - 131	0- DONNA CONNECTOR FROM DONNA INTERCHANGE TO FM 493	N/A		**40**			8		8	24			40	$ 5,112.48
0	132 - 131	0- LIGHTING CONTOUR ANALYSIS (13 MILES - 25 HRS/MI)	N/A		**296**			**100**		**0**	**196**			**296**	**$ 39,759.96**
		0 - FC 163- ILLUMINATION DESIGN (30%, 60%, 90%, 100% SUBMITTALS UNLESS NOTED)				**TO BE DETERMINED AFTER COMPLETION OF WARRANTS - ADD AS NEEDED**									$ -
0	132 - 131	0- GENERAL NOTES FOR ILLUMINATION (90%, 100% SUBMITTALS)	**15**		**0**										$ -
1	132 - 132	1- SUMMARY OF QUANTITIES (60%, 90%, 100% SUBMITTALS)	**16**	**0**	**0**										$ -
21	133 - 153	21- ILLUMINATION LAYOUT (MAINLANES) STA. 557+00 TO STA. 763+00, 1"=50' DBL BNK, 1000'/SHT	**20**	**0**	**0**										$ -
19	154 - 172	19- ILLUMINATION LAYOUT (CONNECTOR) STA. 539+00 TO STA. 726+00, 1"=50' DBL BNK, 1000'/SHT	**20**	**0**	**0**										$ -
1	173 - 173	1 - UNDERPASS LIGHTING (CR 1821) (60%, 90%, 100% SUBMITTALS)	**20**	**0**	**0**										$ -
1	174 - 174	1 - ELECTRICAL SCHEDULE (60%, 90%, 100% SUBMITTALS)	**20**	**0**	**0**										$ -
0	175 - 174	0 - VOLTAGE DROP CALCULATIONS (90%, 100% SUBMITTALS)	**20**		**0**										$ -
3	175 - 177	3 - WIRING DIAGRAMS (60%, 90%, 100% SUBMITTALS)	**20**	**0**	**0**										$ -
		0-ILLUMINATION STANDARDS (60%, 90%, 100% SUBMITTALS):													$ -
7	175 - 181	7 - ED(1) THRU ED(7)-03	**2**	**0**	**0**										$ -
2	182 - 183	2 - RID(LUM 1) THRU (LUM2)-07	**2**	**0**	**0**										$ -
1	184 - 184	1 - RID(FND)-11	**2**	**0**	**0**										$ -
1	185 - 185	1 - RID (UP)-07	**2**	**0**	**0**										$ -
1	186 - 186	1 - RID (1F)-07	**2**	**0**	**0**										$ -
4	187 - 190	4 - RID(1)-11 THRU RID(4)-11	**2**	**0**	**0**										$ -
9	191 - 199	9 - HMID(1) -03 THRU HMID(9)-03	**2**	**0**	**0**										$ -
2	200 - 201	2 - HMIP(1) -98 THRU HMIP(2)-98	**2**	**0**	**0**										$ -
2	202 - 203	2 - HMIF(1) -98 THRU HMIF(2)-98	**2**	**0**	**0**										$ -
0	204 - 203	0- SPECIFICATIONS (90%, 100%)	**15**		**0**										$ -
0	204 - 203	0- COST ESTIMATES	**15**		**0**										$ -
0	204 - 203	0- COORDINATION AND PROGRESS MEETINGS	**15**		**0**										$ -
75		**SUB-TOTAL - FC 163 - MISCELLANEOUS - HIGH MAST ILLUMINATION**				**0**	**0**	**140**	**0**	**40**	**316**	**0**	**0**	**496**	**$ 65,322.36**
		IX. ENVIRONMENTAL				**BY LANDTECH**									
		FC 163 - Misc.													
0	719 - 718	0 - PREPARE SW3P :													
1	719 - 719	1 - 'SW3P NARRATIVE	**10**		**10**										
20	720 - 739	20 - SW3P LAYOUTS	**10**		**197**										
1	740 - 740	1- MISCELLANEOUS SW3P DETAILS	**10**		**11**										
0	741 - 740	0 - SW3P STANDARDS:													
3	741 - 743	3 - EC-(1)THRU (3)-93	**2**		**6**										
0	744 - 743	0 - CONDUCT SENSITIVE AREAS INVESTIGATION													
2	744 - 745	2 -EPIC SHEETS	**15**		**29**										
0	746 - 745	0 - PREPARE WETLAND MITIGATION PLAN	**15**		**0**										
1	746 - 746	1 - PREPARE MISCELLANEOUS DETAILS	**10**		**11**										
1	**131 - 131**	**0 - QA/QC TCP**	**2**	**2**	**2**		**32**	**32**						**64**	**$ 12,097.28**
28		**SUB-TOTAL - FC 163 - Misc.**				**0**	**32**	**32**	**0**	**0**	**0**	**0**	**0**	**64**	**$ 12,097.28**
		FC 163 - MISCELLANEOUS - LANDSCAPING/AESTHETICS													
0	747 - 746	**0 - LANDSCAPING/IRRIGATION (To Be Provided by HCRMA)**			**4**							4		4	$ 312.04
0	747 - 746	**0 - AESTHETIC PLAN (To Be Provided by HCRMA)**	34		**4**							4		4	$ 312.04
0	747 - 746	**0 - AESTHETIC DETAILS (To Be Provided by HCRMA)**	30		**4**							4		4	$ 312.04
0		**SUB-TOTAL - FC 163 - MISCELLANEOUS - LANDSCAPING/AESTHETICS**				**0**	**0**	**0**	**0**	**0**	**0**	**12**	**0**	**12**	**$ 936.12**
		XI. CROSS SECTIONS													
		FC 163 - MISCELLANEOUS - CROSS SECTIONS		**#DIV/0!**	**0**										

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 557+00 To Sta 763+30.30 & Sta 551+00 To Sta 726+15 (East Leg Section)
TEDSI INFRASTRUCTURE GROUP, INC

130	747 - 876	**130 - CROSS SECTIONS (RDWY & DETENTION) (11x17 SHEETS)(100' Interval) (3 Cross Section per Sheet)**	**6**	**6**	**835**		9	18		120	288	400		835	$ 83,318.62
130		**SUB-TOTAL - FC 163 - MISCELLANEOUS - CROSS SECTIONS**				**0**	**9**	**18**	**0**	**120**	**288**	**400**	**0**	**835**	**$ 83,318.62**
846		**GRAND TOTAL**				**75**	**910**	**1393**	**0**	**2525**	**3027**	**4015**	**379**	**12324**	**$ 1,437,111.24**
		HOURS SUB-TOTALS			**0**	**75**	**910**	**1,393**	**0**	**2,525**	**3,027**	**4,015**	**379**	**12,324**	
		LABOR RATE PER HOUR				$ 198.02	$ 198.02	$ 180.02		$ 126.01	$ 111.01	$ 78.01	$ 63.01		
		DIRECT LABOR COSTS				$ 14,851.50	$ 180,194.05	$ 250,764.09	$ -	$ 318,224.07	$ 335,986.59	$ 313,210.15	$ 23,880.79	$ 1,437,111.24	
		TOTAL				**$ 14,851.50**	**$ 180,194.05**	**$ 250,764.09**	**$ -**	**$ 318,224.07**	**$ 335,986.59**	**$ 313,210.15**	**$ 23,880.79**	**$ 1,437,111.24**	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)				**1.03%**	**12.54%**	**17.45%**	**0.00%**	**22.14%**	**23.38%**	**21.79%**	**1.66%**	**100.00%**	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)				**0.61%**	**7.38%**	**11.30%**	**0.00%**	**20.49%**	**24.56%**	**32.58%**	**3.08%**	**100.00%**	
SUB-CONSULTANTS SUMMARY															
TOTAL CORTRAN															**$ 76,930.72**
TOTAL LANDTECH															**$ 105,379.83**
TOTAL UNINTECH															**$ 358,415.39**
TOTAL SUBCONSULTANTS												**DBE PARTICIPATION % 27%**			**$ 540,725.94**
TOTAL DIRECT EXPENSES (FROM BELOW)															**$ 13,357.05**
GRAND TOTAL - INCLUDING DIRECT EXPENSES															**$ 1,991,194.23**
		DIRECT EXPENSES													
		REPRO 845.5 SHEETS X $2.00 / SHEET (MYLAR) +((845.5 SHEETS X $0.25) X4)/ PAPER SHEET - CHECK PLOTS & REVIEW SETS)+ (845.5 PAPER SHEETS X 10 SUBMITTAL SETS X $0.25)													**$ 4,650.25**
		PLOTS (B/W ON BOND) $1.00/SF (30 FT/PLOT x 20 PLOTS x 3Ft Wide = 1800 SF)													**$ 1,800.00**
		PLOTS (COLOR ON BOND) $3.00/SF (30 FT/PLOT x 20 PLOTS x 3Ft Wide = 1800 SF)													**$ 5,400.00**
		COLOR GRAPHICS ON FOAM BOARD ($5.00/SF) (3'x6'x 10 Ea)													**$ 900.00**
		COURIER SERVICES - $20 / PACKAGE X 10 PACKAGES													**$ 200.00**
		MILEAGE 24 TRIP x 30 MI / TRIP @ $0.565/mile													**$ 406.80**
		TOTAL DIRECT EXPENSES													**$ 13,357.05**

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 557+00 To Sta 763+30.30 & Sta 551+00 To Sta 726+15 (East Leg Section)
CORTRAN ENGINEERING, PLLC

NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	SCALE	FIRM	PROPOSED HRS PER SHT	ACTUAL HRS PER SHT	Principal	Sr Project Manager	Senior Engineer (V Civil)	Project Engineer (III, IV Civil)	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
		I. GENERAL		CORTRAN											
0	65 - 65	1- SUMMARY OF REMOVAL ITEMS		CORTRAN	20	#DIV/0!				8	8	4		20	$ 1,995.60
0	146 - 165	20 - REMOVAL PLAN		CORTRAN	20	#DIV/0!			36	46	162	162		406	$ 36,122.08
0	255 - 261	12 - PREPARE RETAINING WALL PLAN AND PROFILE SHEETS		CORTRAN	30	#DIV/0!		24	30	60	70	180		364	$ 33,633.48
0	262 - 263	2 - PREPARE RETAINING WALL MISCELLANEOUS DETAILS		CORTRAN	20	#DIV/0!			4	8	12	16		40	$ 3,699.68
0	264 - 267	4 - BORING LOGS		CORTRAN	2	#DIV/0!			2		2	4		8	$ 728.72
0	268 - 267	0 - STANDARDS		CORTRAN		#DIV/0!									
0	268	RW (MSE)		CORTRAN	2	#DIV/0!				1		1		2	$ 187.79
0	269	RW (TRF)		CORTRAN	2	#DIV/0!				1		1		2	$ 187.79
0	270	RW (TEW)		CORTRAN	2	#DIV/0!				1		1		2	$ 187.79
0	271	EMRW-94		CORTRAN	2	#DIV/0!				1		1		2	$ 187.79
		GRAND TOTAL					**0**	**24**	**72**	**126**	**254**	**370**	**0**	**846**	**$ 76,930.72**
		HOURS SUB-TOTALS					**0**	**24**	**72**	**126**	**254**	**370**	**0**	**846**	
		LABOR RATE PER HOUR						$ 168.17	$ 148.55	$ 126.13	$ 92.49	$ 61.66	$ 56.06		
		DIRECT LABOR COSTS					$ -	$ 4,036.08	$ 10,695.60	$ 15,892.38	$ 23,492.46	$ 22,814.20	$ -	$ 76,930.72	
		TOTAL					**$ -**	**$ 4,036.08**	**$ 10,695.60**	**$ 15,892.38**	**$ 23,492.46**	**$ 22,814.20**	**$ -**	**$ 76,930.72**	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)					**0.00%**	**5.25%**	**13.90%**	**20.66%**	**30.54%**	**29.66%**	**0.00%**	**100.00%**	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)					**0.00%**	**2.84%**	**8.51%**	**14.89%**	**30.02%**	**43.74%**	**0.00%**	**100.00%**	
BASIC SERVICES -															**$ -**
BASIC SERVICES -															**$ -**
SPECIAL SERVICES - GEOTECHNICAL															**$ -**
SPECIAL SERVICES -															**$ -**
TOTAL DIRECT EXPENSES (FROM BELOW)															**$ -**
GRAND TOTAL - INCLUDING DIRECT EXPENSES															**$ 76,930.72**
		DIRECT EXPENSES													
		REPRODUCTION SHEETS													**$ -**
		PLOTS (B/W ON BOND) $1.00/SF													
		PLOTS (COLOR ON BOND) $3.00/SF													
		COLOR GRAPHICS ON FOAM BOARD ($5.00/SF)													
		COURIER SERVICES - $20 / PACKAGE													
		MILEAGE													
		TOTAL DIRECT EXPENSES													**$ -**

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 557+00 To Sta 763+30.30 & Sta 551+00 To Sta 726+15 (East Leg Section)
LANDTECH CONSULTANT, INC

NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	PROPOSED HRS PER SHT	ACTUAL HRS PER SHT	Principal	Sr Project Manager	Senior Engineer (V Civil)	Project Engineer (III, IV Civil)	Engineer Technician	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
1	2	2 - SUMMARY OF TRAFFIC CONTROL QUANTITIES	20	40				8	20	12		40	$ 3,530.28
1	3 - 3	1 - SUMMARY OF SW3P (EROSION CONTROL)	20	20				8	8	4		20	$ 1,938.96
4	4 - 5	2 - SEQUENCE OF CONSTRUCTION NARRATIVE (1:200)	10	10		2	4	4	20	10		40	$ 3,965.40
4	6 - 11	6 - TRAFFIC CONTROL PLAN TYPICAL SECTIONS (1:100)	20	31		2	8	48	24	40		122	$ 12,884.64
2	12 - 13	2 - TRAFFIC CONTROL PLAN GENERAL NOTES	4	5			1	2	2	4		9	**$ 908.10**
8	14 - 21	8 - TCP ADVANCE WARNING SIGNS	10	8		4		18	35	7		64	$ 6,295.59
20	22 - 41	20 - TRAFFIC CONTROL PLAN (1:100)	20	20		10		40	120	220		390	$ 34,317.60
1	42 - 42	1 - TEMPORARY TRAFFIC SIGNALS AND ILLUMINATION	20	20				8	8	4		20	$ 1,938.96
0	43 - 42	0 - TCP CROSS SECTIONS ROLL PLOT					4	8	24	60		96	$ 8,498.16
0	43 - 42	0 - STANDARDS											
12	43 - 54	12 - BC 1 THRU 12	2	2				12		12		24	$ 2,469.60
1	55 - 55	1-WZ (TD)-03	2	2				1		1		2	$ 205.80
1	56 - 56	1-WZ (STPM)-03	2	2				1		1		2	$ 205.80
1	57 - 57	1-WZ (UL)-03	2	2				1		1		2	$ 205.80
1	58 - 58	1-WZ I(DERD)-03	2	2				1		1		2	$ 205.80
1	59 - 59	1-WZ (BTS-1)-03	2	2				1		1		2	$ 205.80
1	60 - 60	1-WZ (BTS-2)-03	2	2				1		1		2	$ 205.80
1	61 - 61	1-WZ (BRK)-03	2	2				1		1		2	$ 205.80
1	62 - 62	1-TCP (2-1)-98	2	2				1		1		2	$ 205.80
1	63 - 63	1-TCP (2-3)-03	2	2				1		1		2	$ 205.80
1	64 - 64	1-TCP (2-5)-03	2	2				1		1		2	$ 205.80
1	65 - 65	1-TCP (2-6)-98	2	2				1		1		2	$ 205.80
3	66 - 68	3 - TCP (3-1) THRU (3-3)-98	2	1				1		1		2	$ 205.80
1	69 - 69	1-TCP (7-1)-98	2	2				1		1		2	$ 205.80
0	70 - 69	0 - PREPARE SW3P :											$ -
1	70 - 70	1 - 'SW3P NARRATIVE	10	10		1	1	2	4	2		10	$ 1,092.96
20	71 - 90	20 - SW3P LAYOUTS	10	10		5	16	28	42	106		197	$ 19,240.62
1	91 - 91	1- MISCELLANEOUS SW3P DETAILS	10	11			1	2	4	4		11	$ 1,063.56
0	92 - 91	0 - SW3P STANDARDS:											
3	92 - 94	3 - EC-(1)THRU (3)-93	2	2				3		3		6	$ 617.40
2	95 - 96	2 -EPIC SHEETS	15	15		1	2	6	12	8		29	$ 2,879.04
1	97 - 97	1 - PREPARE MISCELLANEOUS DETAILS	10	11			1	2	4	4		11	$ 1,063.56

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 557+00 To Sta 763+30.30 & Sta 551+00 To Sta 726+15 (East Leg Section)
LANDTECH CONSULTANT, INC

		HOURS SUB-TOTALS			**0**	**25**	**38**	**212**	**327**	**513**	**0**	**1,115**	
		LABOR RATE PER HOUR				$ 194.04	$ 176.40	$ 123.48	$ 77.73	$ 82.32	$ 60.21		
		DIRECT LABOR COSTS			$ -	$ 4,851.00	$ 6,703.20	$ 26,177.76	$ 25,417.71	$ 42,230.16	$ -	$ 105,379.83	
		TOTAL			**$ -**	**$ 4,851.00**	**$ 6,703.20**	**$ 26,177.76**	**$ 25,417.71**	**$ 42,230.16**	**$ -**	**$ 105,379.83**	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)			**0.00%**	**4.60%**	**6.36%**	**24.84%**	**24.12%**	**40.07%**	**0.00%**	**100.00%**	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)			**0.00%**	**2.24%**	**3.41%**	**19.01%**	**29.33%**	**46.01%**	**0.00%**	**100.00%**	
BASIC SERVICES -													**$ 105,379.83**
BASIC SERVICES -													**$ -**
SPECIAL SERVICES - GEOTECHNICAL													**$ -**
SPECIAL SERVICES -													**$ -**
TOTAL DIRECT EXPENSES (FROM BELOW)													
		DIRECT EXPENSES											
		REPRODUCTION SHEETS											
		PLOTS (B/W ON BOND) $1.00/SF											
		PLOTS (COLOR ON BOND) $3.00/SF											
		COLOR GRAPHICS ON FOAM BOARD ($5.00/SF)											
		COURIER SERVICES - $20 / PACKAGE											
		MILEAGE											
		TOTAL DIRECT EXPENSES											**$ -**

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 557+00 To Sta 763+30.30 & Sta 551+00 To Sta 726+15 (East Leg Section)
UNINTECH CONSULTING ENGINEERS, INC.

NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	PROPOSED HRS PER SHT	ACTUAL HRS PER SHT	Principal	Sr Project Manager	Senior Engineer (V Civil)	Senior Structural Engineer	Project Engineer (III, IV Civil)	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
		VII. BRIDGES												
		BRIDGE OVER CR 1821 STA 581+71.64 TO STA 583+75.98												
1	362 - 362	1 - BRIDGE LAYOUTS	45	50		2	15		15	18			50	$ 6,607.05
1	363 - 363	1 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	40	40		2	9		17		12		40	$ 4,938.77
1	364 - 364	1 - FOUNDATION LAYOUTS	20	20		1	3		4	8	4		20	$ 2,264.59
1	365 - 365	1 - FOUNDATION DETAILS- 1 TYPE(S)	35	35		1	6		14	7	7		35	$ 4,226.54
4	366 - 369	4 - ABUTMENTS - 1 TYPE	32	36		4	27		55	28	28		142	$ 17,234.95
2	370 - 371	2- INTERIOR BENTS - 1 TYPE	30	30		2	10		24	12	12		60	$ 7,256.50
1	372 - 372	1 - CONC SLAB SPAN & DEFLECTION - 1 UNIT	30	30		1	5		10	8	6		30	$ 3,544.71
1	373 - 373	1 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT	35	35		2	5		14	6	8		35	$ 4,230.01
1	374 - 374	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	25	25		2	6		9	4	4		25	$ 3,235.56
1	375 - 375	1 - PRESTR CONC BEAMS - IGND	28	28		1	4		12	3	8		28	$ 3,303.49
2	376 - 377	2 - ARCHITECTURAL TREATMENT	20	20		2	6		10	10	12		40	$ 4,472.56
1	378 - 378	1 - BRIDGE BORING LOGS	9	9		1	1		1	2	4		9	$ 941.33
17		**SUB-TOTAL SHEETS - 0 - BRIDGE OVER CR 1821 STA 581+71.64 TO STA 583+75.98**			**0**	**21**	**97**	**0**	**185**	**106**	**105**	**0**	**514**	**$ 62,256.06**
		BRIDGE OVER BUS US 83 NB (STA 725+01.01 TO STA 735+77.67												
3	379 - 381	3 - BRIDGE LAYOUTS	45	47		6	65		26	45			142	$ 19,399.36
1	382 - 382	1 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	40	46		6	9		19		12		46	$ 5,998.33
2	383 - 384	2 - FOUNDATION LAYOUTS	30	35		6	12		8	32	12		70	$ 8,073.56
2	385 - 386	2 - FOUNDATION DETAILS- 2 TYPE(S)	35	38		3	14		30	14	14		75	$ 9,240.80
4	387 - 390	4 - ABUTMENTS - 2 TYPE	32	26		2	20		40	20	20		102	$ 12,355.44
4	391 - 394	4- INTERIOR BENTS - 2 TYPE	30	32		4	24		52	24	24		128	$ 15,698.80
3	395 - 397	3 - CONC SLAB SPAN & DEFLECTION - 3 UNIT	30	33		3	18		36	24	18		99	$ 11,943.90
3	398 - 400	3 - CONC FRAMING PLAN & BENT REPORT - 3 UNIT	35	35		6	15		40	24	20		105	$ 12,746.65
3	401 - 403	3 - CONC TYPICAL SECTIONS AND DEFLECTIONS	25	33		6	30		27	18	18		99	$ 12,552.60
3	404 - 406	3 - PRESTR CONC BEAMS - IGNS	28	28		3	12		36	9	24		84	$ 9,910.47
2	407 - 408	2 - ARCHITECTURAL TREATMENT	20	53		6	20		30	30	20		106	$ 12,717.02
2	409 - 410	2 -DRAINAGE DETAILS	20	48		4	14		32	28	18		96	$ 11,346.40
2	411 - 412	2 - BRIDGE BORING LOGS	9	10		3	2		2	4	8		19	$ 2,077.48
34		**SUB-TOTAL SHEETS - 0 - BRIDGE OVER BUS US 83 NB (STA 725+01.01 TO STA 735+77.67**			**0**	**58**	**255**	**0**	**378**	**272**	**208**	**0**	**1171**	**$ 144,060.81**
	413 - 412	**BRIDGE OVER BUS US 83 SB (STA 724+96.89 TO STA 735+81.19**												
3	413 - 415	3 - BRIDGE LAYOUTS	45	47		6	65		26	45			142	$ 19,399.36
1	416 - 416	1 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	40	46		6	9		19		12		46	$ 5,998.33
2	417 - 418	2 - FOUNDATION LAYOUTS	30	30		3	9		8	32	8		60	$ 6,766.85
2	419 - 420	2 - FOUNDATION DETAILS- 2 TYPE(S)	35	38		3	14		30	14	14		75	$ 9,240.80
4	421 - 424	4 - ABUTMENTS - 2 TYPE	32	26		2	20		40	20	20		102	$ 12,355.44
4	425 - 428	4- INTERIOR BENTS - 2 TYPE	30	32		4	24		52	24	24		128	$ 15,698.80
3	429 - 431	3 - CONC SLAB SPAN & DEFLECTION - 3 UNIT	30	33		3	18		36	24	18		99	$ 11,943.90
3	432 - 434	3 - CONC FRAMING PLAN & BENT REPORT - 3 UNIT	35	35		6	15		40	24	20		105	$ 12,746.65
3	435 - 437	3 - CONC TYPICAL SECTIONS AND DEFLECTIONS	25	33		6	30		27	18	18		99	$ 12,552.60
3	438 - 440	3 - PRESTR CONC BEAMS - IGNS	28	28		3	12		36	9	24		84	$ 9,910.47
2	441 - 442	2 - ARCHITECTURAL TREATMENT	20	53		6	20		30	30	20		106	$ 12,717.02
2	443 - 444	2 -DRAINAGE DETAILS	20	48		4	14		32	28	18		96	$ 11,346.40
2	445 - 446	2 - BRIDGE BORING LOGS	9	10		3	2		2	4	8		19	$ 2,077.48

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 557+00 To Sta 763+30.30 & Sta 551+00 To Sta 726+15 (East Leg Section)
UNINTECH CONSULTING ENGINEERS, INC.

34		**SUB-TOTAL SHEETS - 0 - BRIDGE OVER BUS US 83 SB (STA 724+96.89 TO STA 735+81.19**			**0**	**55**	**252**	**0**	**378**	**272**	**204**	**0**	**1161**	**$**	**142,754.10**
		BRIDGE STANDARDS													
1	447 - 447	1 - BAS-C BRIDGE APPROACH SLAB	2	**2**					1		1		2	$	203.47
1	448	FD FOUNDATION DETAILS (1 OF 2)	2	**2**					1		1		2	$	203.47
1	449	FD FOUNDATION DETAILS (2 OF 2)	2	**2**					1		1		2	$	203.47
1	450	MEBRS MINIMUM ERECTION	2	**2**					1		1		2	$	203.47
1	451	ODSR OPTIONAL DRILLED SHAFT REINFORCING	2	**2**					1		1		2	$	203.47
1	452	PCP PRESTRESSED CONCRETE PANELS (1 OF 4)	2	**2**					1		1		2	$	203.47
1	453	PCP PRESTRESSED CONCRETE PANELS (2 OF 4)	2	**2**					1		1		2	$	203.47
1	454	PCP PRESTRESSED CONCRETE PANELS (3 OF 4)	2	**2**					1		1		2	$	203.47
1	455	PCP PRESTRESSED CONCRETE PANELS (4 OF 4)	2	**2**					1		1		2	$	203.47
1	456	PMDF PERMANENT METAL DECK FORMS (1 OF 2)	2	**2**					1		1		2	$	203.47
1	457	PMDF PERMANENT METAL DECK FORMS (2 OF 2)	2	**2**					1		1		2	$	203.47
1	458	SBTS THICKENED SLAB STEEL GIRDERS	0	**2**					1		1		2	$	203.47
1	459	SBMS MISCELLANEOUS SLAB DETAIL STEEL GIRDERS	0	**2**					1		1		2	$	203.47
1	460	SEJ-A SEALED EXPANSION JOINT	2	**2**					1		1		2	$	203.47
1	461	SGEB ELASTOMERIC BEARING STEEL GIRDERS (1 OF 3)	2	**2**					1		1		2	$	203.47
1	462	SGEB ELASTOMERIC BEARING STEEL GIRDERS (2 OF 3)	2	**2**					1		1		2	$	203.47
1	463	SGEB ELASTOMERIC BEARING STEEL GIRDERS (3 OF 3)	2	**2**					1		1		2	$	203.47
1	464	SGMD MISCELLANEOUS DETAILS STEEL GIRDERS (1 OF 3)	2	**2**					1		1		2	$	203.47
1	465	SGMD MISCELLANEOUS DETAILS STEEL GIRDERS (2 OF 3)	2	**2**					1		1		2	$	203.47
1	466	SGMD MISCELLANEOUS DETAILS STEEL GIRDERS (3 OF 3)	2	**2**					1		1		2	$	203.47
1	467	T551 CONCRETE SAFTEY F-SHAPE RAIL (1 OF 2)	3	**2**					1		1		2	$	203.47
1	468	T551 CONCRETE SAFTEY F-SHAPE RAIL (2 OF 2)	2	**2**					1		1		2	$	203.47
1	469	BD-1 BRIDGE DRAIN	2	**2**					1		1		2	$	203.47
1	470	IGCS CONTINUOUS SLAB DETAILS	2	**2**					1		1		2	$	203.47
1	471	IGD PRESTRESSED CONCRETE I-GIRDER DETAILS (1 OF 2)	2	**2**					1		1		2	$	203.47
1	472	IGD PRESTRESSED CONCRETE I-GIRDER DETAILS (2 OF 2)	2	**2**					1		1		2	$	203.47
1	473	IGEB ELASTOMERIC BEARING AND GRDER END (1 OF 2)	2	**2**					1		1		2	$	203.47
1	474	IGEB ELASTOMERIC BEARING AND GRDER END (2 OF 2)	2	**2**					1		1		2	$	203.47
1	475	IGMS MISCELLANEOUS SLAB DETAIL	2	**2**					1		1		2	$	203.47
1	476	IGTS THICKEND SLAB END DETAILS	2	**2**					1		1		2	$	203.47
1	477	MEBRC MINIMUM ERECTION	2	**2**					1		1		2	$	203.47
1	478	BL BRIDGE LIGHTING DETAILS	2	**2**					1		1		2	$	203.47
1	479	CSAB CEMENT STABILIZED ABUTMENT BACKFILL	2	**2**					1		1		2	$	203.47
1	480 - 479	0 - CLF-RO 8 FT CHAINLINK FENCE FOR RAILROAD OVERPASS (1 OF 2)	2	**2**					1		1		2	$	203.47
1	480 - 479	0 - CLF-RO 8 FT CHAINLINK FENCE FOR RAILROAD OVERPASS (2 OF 2)	2	**2**					1		1		2	$	203.47
1	480	CRR CONCRETE RIP RAP (TYPE RR 8 AND RR9)	2	**2**					1		1		2	$	203.47
36		**SUB-TOTAL SHEETS - BRIDGE STANDARDS**			**0**	**0**	**0**	**0**	**36**	**0**	**36**	**0**	**72**	**$**	**7,324.92**
		GRAND TOTAL			**0**	**134**	**604**	**0**	**977**	**650**	**553**	**0**	**2918**	**$**	**356,395.89**
		HOURS SUB-TOTALS			**0**	**134**	**604**	**0**	**977**	**650**	**553**	**0**	**2,918**		
		LABOR RATE PER HOUR				$ 194.82	$ 156.31	$ 156.31	$ 140.14	$ 98.37	$ 63.33	$ 53.90			
		DIRECT LABOR COSTS			$ -	$ 26,105.88	$ 94,411.24	$ -	$ 136,916.78	$ 63,940.50	$ 35,021.49	$ -	$ 356,395.89		
		TOTAL			**$ -**	**$ 26,105.88**	**$ 94,411.24**	**$ -**	**$ 136,916.78**	**$ 63,940.50**	**$ 35,021.49**	**$ -**	**$ 356,395.89**		
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)			**0.00%**	**7.32%**	**26.49%**	**0.00%**	**38.42%**	**17.94%**	**9.83%**	**0.00%**	**100.00%**		
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)			**0.00%**	**4.59%**	**20.70%**	**0.00%**	**33.48%**	**22.28%**	**18.95%**	**0.00%**	**100.00%**		
BASIC SERVICES -														**$**	**-**
BASIC SERVICES -														**$**	**-**

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-142 & 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 557+00 To Sta 763+30.30 & Sta 551+00 To Sta 726+15 (East Leg Section)
UNINTECH CONSULTING ENGINEERS, INC.

SPECIAL SERVICES - GEOTECHNICAL	**$ -**
SPECIAL SERVICES -	**$ -**
TOTAL DIRECT EXPENSES (FROM BELOW)	**$ 2,019.50**
GRAND TOTAL - INCLUDING DIRECT EXPENSES	**$ 358,415.39**

		DIRECT EXPENSES												
		REPRODUCTION SHEETS (11x17)			SHEETS:	1,210.00	PER SHEET =	$ 0.25						**$ 302.50**
		Mylar (11"X17")			SHEETS:	121.00	PER SHEET =	$ 2.00						**$ 242.00**
		PLOTS (COLOR ON BOND) $3.00/SF												
		COLOR GRAPHICS ON FOAM BOARD ($5.00/SF)												
		COURIER SERVICES - $20 / PACKAGE			PACKAGE:	5.00	PER PACKAGE=	$ 20.00						**$ 100.00**
		MILEAGE			MILES:	2,500.00	PER MILE =	$ 0.55						**$ 1,375.00**
		TOTAL DIRECT EXPENSES												**$ 2,019.50**

Assumptions:

1. Standard structural design, including beams, bents, foundations will be used.
2. Structures will not be phased construction.
3. Railroad exhibits will be prepared and coordinated by others
4. All design parameters will be finalized in the schematics stage by TEDSI, including horizontal and vertical alignments. No modifications may occur after providing the schematic to Unintech.
5. Aesthetics will be finalized and provided by TEDSI to be incorporated into the design.
6. No crash wall at the bents on either side of the railroad tracks will be required.
7. No changes to the bridge length, width, or number of spans will be made.
8. No changes to the design will be made after submitting the bridge layout.
9. Comments/Redlines will be addressed one time per submittal after compiled by TEDSI from the RMA and TxDOT.

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**	
__X__	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</u> to <u>total estimated labor and overhead cost in the FCP</u> or the percentage of work completed. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Engineer may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, provisional overhead rate and the fixed fee. __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**

TEDSI INFRASTRUCURE GROUP, INC.

FUNCTIONAL CLASSIFICATION	BASE RATE	HOURLY CONTRACT RATE
SR PROJECT MANAGER/QAQC MANAGER	$ 66.00	$ 198.02
Senior Engineer (V Civil)	$ 60.00	$ 180.02
Project Engineer (V Civil)	$ 47.00	$ 141.01
Project Engineer (III,IV Civil)	$ 42.00	$ 126.01
Engineering in Training	$ 37.00	$ 111.01
Sr Engineering Technician	$ 32.00	$ 96.01
CADD Operator	$ 26.00	$ 78.01
Admin/Clerical	$ 21.00	$ 63.01

OVERHEAD RATE	167.88%
PROFIT RATE	12%

CORTRAN ENGINEERING, PLLC

FUNCTIONAL CLASSIFICATION	BASE RATE	HOURLY CONTRACT RATE
SR PROJECT MANAGER/QAQC	$ 62.40	$ 168.17
PROJECT MANAGER	$ 59.28	$ 159.76
SENIOR ENGINEER	$ 55.12	$ 148.55
PROJECT ENGINEER	$ 46.80	$ 126.13
ENGINEER IN TRAINING	$ 34.32	$ 92.49
SENIOR ENGINEERING TECHNICIAN	$ 28.08	$ 75.68
ENGINEERING TECHNICIAN	$ 26.00	$ 70.07
CADD OPERATOR	$ 22.88	$ 61.66
ADIM/CLERICAL	$ 20.80	$ 56.06

FAR AUDIT OVERHEAD RATE	145%
PROFIT RATE	10%

NO OVERHEAD AUDITED RATE AVAILABLE. TxDOT MINIMUM RATE OF 145% USED

ATTACHMENT E-2
HOURLY FEE SCHEUDLE

UNINTECH CONSULTING ENGINEERS, INC.

FUNCTIONAL CLASSIFICATION	BASE RATE	HOURLY CONTRACT RATE
SR PROJECT MANAGER/QAQC	$ 66.00	$ 177.87
SENIOR ENGINEER	$ 60.32	$ 162.56
PROJECT ENGINEER	$ 54.08	$ 145.75
ENGINEER IN TRAINING	$ 33.28	$ 89.69
SENIOR ENGINEERING TECHNICIAN	$ 33.28	$ 89.69
ENGINEERING TECHNICIAN	$ 22.88	$ 61.66
CADD OPERATOR	$ 24.44	$ 65.87
ADIM/CLERICAL	$ 20.80	$ 56.06

FAR AUDIT OVERHEAD RATE	145%
PROFIT RATE	10%

NO OVERHEAD AUDITED RATE AVAILABLE. TxDOT MINIMUM RATE OF 145% USED

LANDTECH CONSULTANTS, INC.

FUNCTIONAL CLASSIFICATION	BASE RATE	HOURLY CONTRACT RATE
Sr. Engineering Project	$ 66.00	$ 194.04
Sr. Surveying Project Manager	$ 66.00	$ 194.04
Senior Engineer	$ 60.00	$ 176.40
Engineering Project Manager	$ 54.14	$ 159.17
Surveying Project Manager	$ 46.88	$ 137.81
Project Engineer	$ 42.00	$ 123.48
Project Surveyor	$ 41.51	$ 122.05
Engineer Technician	$ 26.44	$ 77.73
Senior Survey Technician	$ 32.00	$ 94.08
Survey Technician	$ 27.75	$ 81.59
CADD Technician	$ 28.00	$ 82.32
Drafter	$ 20.67	$ 60.76
Clerical	$ 20.48	$ 60.21
Flag Person	$ 10.50	$ 30.87
Abstractor	$ 29.84	$ 87.73
1 Man Crew		$ 79.00
2 Man Crew		$ 143.00
3 Man Crew		$ 170.00
4 Man Crew		$ 200.00

FAR AUDIT OVERHEAD RATE	167.27%
PROFIT RATE	10%

FEE SCHEDULE

R. GUTIERREZ ENGINEERING CORPORATION

FUNCTIONAL CLASSIFICATION	HOURLY CONTRACT RATE
RPLS	$ 160.47
SIT	$ 91.51
SURVEY TECHNICIAN	$ 79.30
CADD OPERATOR	$ 63.44
ADIM/CLERICAL	$ 57.96
2 PERSON SURVEY CREW	$ 114.40
3 PERSON SURVEY CREW	$ 135.20
4 PERSON SURVEY CREW	$ 156.00

CIVIL SYSTEMS ENGINEERING, INC

FUNCTIONAL CLASSIFICATION	BASE RATE	HOURLY CONTRACT RATE
PRINCIPAL/QAQC	$ 70.00	$ 188.65
PROJECT MANAGER	$ 66.00	$ 177.87
SENIOR PROJECT	$ 47.00	$ 126.67
PROJECT ENGINEER	$ 42.00	$ 113.19
GIS SPECIALIST	$ 34.00	$ 91.63
ENGINEERING TECHNICIAN	$ 25.00	$ 67.38
ADIM/CLERICAL	$ 21.00	$ 56.60

FAR AUDIT OVERHEAD RATE 145%
PROFIT RATE 10%

NO OVERHEAD AUDITED RATE AVAILABLE. TxDOT MINIMUM RATE OF 145% USED

DIRECT EXPENSES

Other Direct Expenses:	Cost
Lodging	Allowable State Rate
Meals	Allowable State Rate
Mileage	Allowable State Rate
Car Rental	$90.00/Day
Air Travel (Coach/Business Class)	At Cost
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Mylar Plot (22" x 34")	$3.50/page
Plots	$4.00/sq ft.
Official Real Property Records	$1.00/page
Certified Real Property Records	$5.00/page
Title Company Real Property Records	$1.60/page
Property Record Fees (Courthouse and Courhouse Direct Record Fees)	$24.00/per parcel
Map Records	$2.00/page
Terrestrial Laser Scanner	$125.00/hr
Robotic Total Station	$30.00/hr
GPS Receiver (Static)	$31.35/hr
GPS Receiver (RTK)	$31.35/hr
Sub-bottom Profiler	$100.00/day
Hydro Jet Probe	$2,500.00/day
Fathometer	$90.00/day
Electronic Pipeline Locator	$35.00/day
Flashing Arrow Board	$35.00/hr
(Includes labor, equipment and fuel)	$800.00/day
(Includes labor, equipment and fuel)	$1,000.00/day
(Includes labor, equipment and fuel)	$1,350.00/day
Law Enforcement/Uniform Officer	$50.00/hour/officer
(Includes crew time, equipment, materials, rentals, & labor.) Brass Marker supplied by TxDOT.	$60.00/ea
materials, rentals, labor.) Brass Marker supplied by TxDOT.	$170.00/ea
Boat with Motor	$200.00/day
24' Crew Boat	$400.00/day
All Terrain Vehicle	$200.00/day
Standard Truck	$100/day
High Mileage Truck	$100/day
Overnight Mail - Letter Size	$15/EACH
Overnight Mail - Oversized Box	$25/EACH
Third Party Cost	Cost plus 12%
Abstract Work	Cost plus 12%
Other Expenses	Cost plus 12%

ATTACHMENT F

WORK SCHEDULE

IBTC SEGMENT 0012 & 0013
Attachment F - Work Schedule

ID	Task Name	Duration	Start
1			
2	**PROJECT PLAN DEVELOPMENT**	**156 days**	**Thu 5/1/14**
3	NOTICE TO PROCEED	0 days	Thu 5/1/14
4	**FC 160 - Roadway Design Controls**	21 days	Fri 5/2/14
5	**FC 160 - Roadway Design**	75 days	Mon 6/2/14
6	**FC 160 - Roadway Detailing**	60 days	Mon 9/15/14
7	**FC 161 - Drainage Design**	60 days	Mon 9/15/14
8	**FC 162 - Traffic Signals**	60 days	Mon 9/15/14
9	**FC 162 - Signing and Pavement Markings**	60 days	Mon 9/15/14
10	**FC 162 - Illumination**	60 days	Mon 9/15/14
11	**FC 163 - General**	60 days	Mon 9/15/14
12	**FC 163 - Retaining Wall Design**	60 days	Mon 9/15/14
13	**FC 163 - Roadway Cross Sections**	60 days	Mon 9/15/14
14	**FC 163 - Traffic Control Plan**	60 days	Mon 9/15/14
15	**FC 163 - SW3P / EPIC Sheets**	60 days	Mon 9/15/14
16	**FC 170 - Bridge Design**	115 days	Mon 6/30/14
17	**PROJ. MGMT. & QUALITY CONTROL**	**173 days**	**Mon 5/5/14**
18	**FC 145 - Project Management**	160 days	Mon 5/5/14
19	**30% Plan Review (HCRMA)**	7 days	Mon 8/4/14
20	**60% Plan Review (HCRMA & TxDOT)**	7 days	Wed 10/8/14
21	**90% Plan Review (HCRMA & TxDOT)**	7 days	Mon 12/8/14
22	**Final Mylar Set (100%) revisions & submittal**	8 days	Mon 12/22/14

Task | Progress | Project Management | HCRMA/ TxDOT Review | Milestone | Summary | Rolled Up Task | Rolled Up Milestone | Rolled Up Progress | Split | External Tasks | Project Summary | Group By Summary | Deadline

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
   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
- 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
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-MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN TXDOT AND HCRMA

ATTACHMENT H-MOU

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

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

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

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

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

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

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

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

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

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

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

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

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

and Design Projects.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY:

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

McAllen, Texas 78501-4705

With a copy to:

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

TEXAS DEPARTMENT OF TRANSPORTATION

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

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

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

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

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

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

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

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

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

ATTACHMENT H-MOU (CONTINUED)

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

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

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

TEXAS DEPARTMENT OF TRANSPORTATION

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

Date: 3/13/08

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Dennis Burleson
Chairman

Date: 2/13/2008

Attachment H-Instructions
As Per 49CFR 26.21

The following pages contain six (6) different Attachments to Attachment H covering participation of HUB and DBE providers and subproviders. The correct form to use is determined by whether the Agreement is funded in whole or part by federal funds State funds or Authority funds, and whether or not a HUB/DBE goal has been set for the Agreement. The following pages contain separate reporting forms for federally funded DBE participation and Authority funded HUB participation.

Federally Funded Contracts
Attachment H-FG, Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts ♦ This provision is applicable to federally funded contracts with assigned DBE goals. ♦ The appropriate forms for this provision are Attachments H-1, H-2, H-3 and H-4 and H-5. A copy of each form is required in the contract. ♦ Note: if the contract requires work authorizations, a completed Attachment H-2 will be required with each Work Authorization, if a DBE will be performing work. If a non-DBE subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form. ♦ Attachment H-3 must be submitted monthly to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ Attachment H-3 must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-FN, Disadvantaged Business Enterprise (DBE) for Race Neutral Professional or Technical Services Contracts ♦ This provision is applicable to federally funded contracts with no DBE goal assigned. ♦ If no subcontractors will be used, the appropriate forms for this provision are Attachments H-3 and H-5. A copy of each form is required in the contract. ♦ Note: If subcontractors are used, the required forms would be Attachments H-1, H-2, H-3, H-4 and H-5. A copy of each form is required in the contract. ♦ Attachment H-3 must be submitted monthly to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ Attachment H-3 must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-3, Texas Department of Transportation Subprovider Monitoring System for Federally Funded Contracts. This is a Monthly Progress Assessment Report. ♦ Required for all federally funded contracts. ♦ This form is required monthly and must be submitted to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ This form must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-5, Federal Subprovider and Supplier Information Required for all federally funded contracts.

State Funded Contracts
Attachment H-SG, Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts, State of Texas HUB Subcontracting Plan Required ♦ This provision is applicable to state funded contracts with a HUB goal assigned. ♦ The appropriate reporting forms for this provision are Attachments H-1, H-2, H-4, and H-6 (Texas Building and Procurement Commission [TBPC] State of Texas HUB Subcontracting Plan (HSP), Prime Contractor Assessment Report). A copy of each form is required in the contract. ♦ Note: if the contract requires work authorizations, a completed Attachment H-2 will be required with each Work Authorization, if a HUB will be performing work. If a non-HUB subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form. ♦ Attachment H-6 will be required monthly and must be submitted to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-SN, Historically Underutilized Business (HUB) Participation for State Funded Professional or Technical Services Contracts, No State of Texas HUB Subcontracting Plan Required ♦ This provision is applicable to state funded contracts with no HUB subcontracting plan required and no HUB goal assigned. If no subcontractors are used, the appropriate forms for this provision are Attachments H-1 and H-6. ♦ Note: If subcontractors are used, the required forms would be Attachments H-1, H-2, H-4 and H-6. A copy of each form is required in the contract. ♦ Attachment H-6 must be submitted monthly to the AUTHORITY Office even though there is no invoice being submitted or subcontracting to report. ♦ Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-6, HUB Subcontracting Plan (HSP) Prime Contractor Professional Assessment Report. This is a Monthly Progress Assessment Report. This is a Texas Building and Procurement Commission (TBPC) form and cannot be altered. ♦ Required for all State funded contracts. ♦ Attachment H-6 is required monthly and should be submitted to the AUTHORITY Office. This is a requirement even though there is no invoice being submitted or subcontracting to report. ♦ A copy of Attachment H-6 must be submitted when supplying an invoice to the appropriate agency contact for payment. ♦ The "Object Code" section(s) on this form should remain blank.

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

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

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

e. "Disadvantaged Business Enterprise (DBE)" means a firm certified as such by the Authority/Department in accordance with 49 CFR Part 26.

f. "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

g. "Race-neutral DBE Participation" means any participation by a DBE through customary competitive procurement procedures.

4) **PERCENTAGE GOAL.** The goal for Disadvantaged Business Enterprise (DBE) participation in the work to be performed under this Agreement is **12.2%** of the Agreement amount.

5) **PROVIDER'S RESPONSIBILITIES.** A DBE prime may receive credit toward the DBE goal for work performed by his-her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported to the Authority/Department.

a. A Provider who cannot meet the contract goal, in whole or in part, shall document the "Good Faith Efforts" taken to obtain DBE participation. The following is a list of the types of actions that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

(1) Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.

(2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Provider might otherwise prefer to perform the work items with its own forces.

(3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) Negotiating in good faith with interested DBEs by making a portion of the work available to DBE subproviders and suppliers and selecting those portions of the work or material needs consistent with the available DBE subproviders and suppliers.

(5) The ability or desire of the Provider to perform the work of a contract with its own organization does not relieve the Provider's responsibility to make a good faith effort. Additional costs involved in finding and using DBEs is not in itself sufficient reason for a Provider's failure to meet the contract DBE goal, as long as such costs are reasonable. Providers are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.

(7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Provider.

(8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

(9) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, County, State and Federal minority/women business

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

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

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

b. The preceding information shall be submitted directly to the Chair of the Hidalgo County Regional Mobility Authority (Authority) responsible for the project.

c. The Provider shall make all reasonable efforts to honor commitments to DBE subproviders named in the commitment submitted under Section 2.c. of this attachment. Where the Provider terminates or removes a DBE subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Authority/Department that the originally designated DBE was not able or willing to perform.

d. The Provider shall make a good faith effort to replace a DBE subprovider that is unable or unwilling to perform successfully with another DBE, to the extent needed to meet the contract goal. The Provider shall submit a completed Attachment H-2 Form for the substitute firm(s). Any substitution of DBEs shall be subject to prior written approval by the Authority /Department. The Authority /Department may request a statement from the firm being replaced concerning its replacement prior to approving the substitution.

e. The Provider shall designate a DBE liaison officer who will administer the DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.

f. Providers are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

6) **ELIGIBILITY OF DBEs.**

a. The Authority/Department certifies the eligibility of DBEs, DBE joint ventures and DBE truck-owner operators to perform DBE subcontract work on DOT financially assisted contracts.

b. This certification will be accomplished through the use of the appropriate certification schedule contained in this Authority/Department's DBE program.

c. The Authority/Department publishes a Directory of Disadvantaged Business Enterprises containing the names of firms that have been certified to be eligible to participate as DBEs on DOT financially assisted contracts. The directory is available from the Authority's/Department's Business Opportunity Programs Office. The Texas Unified Certification Program DBE Directory can be found on the Internet at: http://www.dot.state.tx.us/services/business_opportunity_programs/tucp_dbe_directory.htm .

d. Only DBE firms certified at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. and 5.d. above. For purposes of the DBE goal on this contract, DBEs will only be allowed to perform work in the categories of work for which they were certified.

7) **DETERMINATION OF DBE PARTICIPATION.**

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subprovider is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

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

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

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

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

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

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

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

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

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

12/06
DBE-FED.ATT

ATTACHMENT H-1

Subprovider Monitoring System
Commitment Worksheet

Contract #:_____ Assigned Goal: 12.2% Federally Funded _____
County Funded _____
Prime Provider: TEDSI Infrastructure Group, Inc. Total Contract Amount: $1,991,194.23
Prime Provider Info: DBE____HUB X Both ___
Vendor ID #: 17601280146 DBE/HUB Expiration Date: 5/22/2016
(First 11 Digits Only)

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

Subprovider(s) **(List All)**	**Type of Work**	**Vendor ID #** (First 11 Digits Only)	**D=DBE** **H=HUB**	**Expiration Date**	**$ Amount or % of Work ***
Cortran Engineering, PLLC	Roadway Support	12743722469	D	5/31/2014	TBD
Unintech Consulting Engineers, Inc.	Structural Design	17428644532	D	8/31/2014	TBD
Landtech Consultants, Inc.	Roadway Support and Survey	17604210165	D	11/30/2014	TBD
R. Gutierrez Engineering Corporation	Survey	17422884551	D	5/31/2016	TBD
Civil Systems Engineering, Inc.	Hydrology	13310307643	D	1/31/2015	TBD
Subprovider(s) Contract or % of Work* Totals					

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

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

Total DBE **or** HUB Commitment Percentages of Contract 12.2% (DBE)
(Commitment Dollars and Percentages are for Subproviders only)

12/06 DBEH1.AT

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: _____ Assigned Goal: 12.2% Prime Provider TEDSI Infrastructure Group, Inc.

Work Authorization (WA)#: _____ WA Amount: **$0** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
FC	**$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: TEDSI Infrastructure Group, Inc. **Address:** 1201 E. Expressway 83, Mission, TX 78572 **VID Number:** 17601280146 **PH:** (956) 424-7898; **& FAX:** (956) 424-7022 **Email:** jsalinas@tedsi.com	**Name:** Jesus Salinas. ***(Please Print)*** **Title:** President **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**

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

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

Contract #: _____
Date of Execution: _____
Prime Provider: TEDSI Infrastructure Group, Inc.
Work Authorization No. : _____

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

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
	Unintech Consulting Engineering, Inc.						
	Guzman & Muñoz Engineering and Surveying, Inc.						
	Barrera-Torres Infrastructure, Inc.						
	L&G Engineering Laboratory						
	Cortran Engineering, PLLC						

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: $1,991,194.23

Contract Number:

Vendor ID #	**Subprovider**	**Total $ Amount Paid to Date**
	Unintech Consulting Engineering, Inc.	
	Guzman & Muñoz Engineering and Surveying, Inc.	
	Barrera-Torres Infrastructure, Inc.	
	L&G Engineering Laboratory	
	Cortran Engineering, PLLC	
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.

Name	**Address**	**Phone Number**
None		
Unintech Consulting Engineering, Inc.		
Guzman & Muñoz Engineering and Surveying, Inc.		
Barrera-Torres Infrastructure, Inc.		
L&G Engineering Laboratory		
Cortran Engineering, PLLC		

The information must be provided and returned with the contract.

_____ _____
Signature Date

Jesus Salinas, President jsalinas@tedsi.com (956) 424-7898
Printed Name Email Phone #

ATTACHMENT H-6

Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report

HUB Subcontracting Plan (HSP)
Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Contract/Requisition Number: _____ **Date of Award:** _____ (mm/dd/yyyy) **Object Code:** _____ (Agency Use Only)

Contracting Agency/University Name: _____

Contractor (Company) Name: _____ **State of Texas VID #:** _____

Point of Contact: _____ **Phone #:** _____

Reporting (Month) Period: _____ **Total Amount Paid this Reporting Period to** $ _____ -

Report HUB and Non-HUB subcontractor information

Subcontractor's Name	Subcontractor's VID or HUB Certificate Number	*Texas Certified HUB? (Yes or No)	Total Contract $ Amount from HSP with Subcontractor	Total $ Amount Paid This Reporting Period to Subcontractor	Total Contract $ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
		TOTALS:	$ -	$ -	$ -	

Signature: _____ **Title:** _____ **Date:** _____

***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

Annise D. Parker,
Mayor

CITY OF HOUSTON

Office of Business Opportunity

Texas Unified Certification Program
TUCP

Civil Systems Engineering, Inc.

is duly certified as a

Disadvantaged Business Enterprise (DBE)

Certified Categories:

NAICS-541330: ENGINEERING SERVICES

Certification Number: 13-01-9213

Anniversary Date: January 31, 2014

Carlecia D. Wright

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program. This certificate is renewed annually.

Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a **DBE** in accordance with Federal Regulations 49 CFR, Part 26

CORTRAN ENGINEERING, PLLC (VN 23311)

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month.

Current certification information will be listed in the TUCP Directory. The TUCP Directory website is www.txdot.gov

Tamela C. Saldana, Ph.D., Director
DBE & SBE Programs
Office of Civil Rights

© 2009 Masterpiece Studios, Inc.

Annise D. Parker,
Mayor

CITY OF HOUSTON

Office of Business Opportunity

Landtech Consultants, Inc.

is duly certified as a

Disadvantaged Business Enterprise (DBE)

Certified Categories:

Certification Number: 12-11-1499

NAICS-541370: LAND SURVEYING SERVICES

Anniversary Date: November 30, 2013

Carlecia D. Wright

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program. This certificate is renewed annually.

Texas Department of Transportation

THE STATE OF TEXAS

Texas Unified Certification Program
TUCP

Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a **DBE** in accordance with Federal Regulations 49 CFR, Part 26

R. GUTIERREZ ENGINEERING CORPORATION (06212)

Issuance Date: January 3, 2007

This Certificate is subject to suspension or revocation, and DBE information is verified annually upon the issuance month.

Director, Business Opportunity Programs Office

South Central Texas Regional Certification Agency

Your unified certification source
www.sctrca.org

Texas Unified Certification Program
TUCP

August 5, 2013

Wan-Yu Elisa Chan
Unintech Consulting Engineers, Inc.
2431 E. Evans Rd.
San Antonio, TX 78259

Dear Wan-Yu Elisa Chan:

We are pleased to inform you that your application for certification in our Disadvantaged Business Enterprise Program has been approved. Your firm met the requirements of 49 CFR Part 26 and/or 23 and the SCTRCA Policies and Procedures and is currently certified as a:

Disadvantaged Business Enterprise (DBE)

Certification Number: **211088900**
Certification Expiration: **August 31, 2014**

Providing the following products or services:
NAICS-541330: ENGINEERING SERVICES
NAICS-541370: SURVEYING AND MAPPING SERVICES (EXCEPT GEOPHYSICAL)

It is your obligation to provide an annual update to maintain your eligibility in our DBE program. The SCTRCA will send a reminder notice **sixty (60) days** prior to your expiration. You must complete and submit to this office, on or before your anniversary date, an Annual Update Affidavit along with all additional information (as noted on the Annual Update Affidavit application). Please realize that the SCTRCA reserves the right to request any other documentation that may be necessary to make a certification determination.

Please notify this office immediately of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Failure to comply with this requirement may result in decertification. Thank you in advance.

Sincerely,

Blaine R. Mitchell
Executive Director

ATTACHMENT I

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/8/2014

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

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

PRODUCER
Higginbotham Insurance Agency, Inc.
1500 Citywest Blvd., Suite 500
Houston TX 77042

CONTACT NAME: Nicole Schlueter
PHONE (A/C, No, Ext): 713-965-7406 FAX (A/C, No): 713-952-9939
E-MAIL ADDRESS: nschlueter@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Casualty Co of Reading PA	20427
INSURER B : Continental Casualty Company	20443
INSURER C : Continental Insurance Company	35289
INSURER D :	
INSURER E :	
INSURER F :	

INSURED TEDSI
TEDSI Infrastructure Group, Inc.
1201 East Expressway 83
Mission TX 78572

COVERAGES **CERTIFICATE NUMBER:** 1007922432 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			B1075066054	9/11/2013	9/11/2014	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
C	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			B2097261054	9/11/2013	9/11/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			B2090503299	9/11/2013	9/11/2014	EACH OCCURRENCE	$2,000,000
							AGGREGATE	$2,000,000
								$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC268980107	9/11/2013	9/11/2014	X WC STATU-TORY LIMITS X 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
B	Professional Liability			AEH113771047	9/11/2013	9/11/2014	Each Claim Aggregate	$2,000,000 $2,000,000

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

Project: HCRMA IBTC
The General Liability and Automobile Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status and General Liability, Automobile Liability and Workers' Compensation policy includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

Hidalgo County Regional Mobility Authority
118 South Cage Boulevard
Pharr TX 78577

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ATTACHMENT J

CONFLICTS CERTIFICATION

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

TEDSI Infrastructure Group, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

NONE

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

04/07/14

Date

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: Craig F. Stong

DATE: April 7, 2014

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Unintech Consulting Engineers, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

NONE

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

4/7/2014

Date

Adopted 06/29/2007

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: Unintech Consulting Engineers, Inc.

BY: _____

DATE: April 8, 2014

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Ramiro Gutierrez, P.E.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

April 7, 2014

Date

Adopted 06/29/2007

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 as well as any and all 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: R. Gutierrez Engineering Corporation

BY: Rain

DATE: April 7, 2014

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: TEDSI INFRASTRUCTURE GROUP, INC.

BY:_____

DATE: _____

ATTACHMENT K
DEBARMENT CERTIFICATION

DEBARMENT CERTIFICATION
ARCHITECTURAL, ENGINEERING AND SURVEYING
(“PROVIDER”) CONTRACTS

(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.

TEDSI Infrastructure Group, Inc.
Name of Provider

Signature of Certifying Official

Vice President
Title of Certifying Official

April 10, 2014
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

LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION (ARCHITECTURAL, ENGINEERING AND SURVEYING CONTRACTS)

This certification is to be used by providers pursuant to 49CFR29 when any of the following occur:

- Any transaction between the provider and a subprovider (other than a procurement contract for goods and services), regardless of type, under a primary covered transaction;
- Any procurement contract for goods or services when the estimated cost is $25,000 or more;
- Any procurement contract for goods or services between a provider and a subprovider, regardless of the amount, under which the subprovider will have a critical influence on or substantive control over that covered transaction. Such subproviders include principal investigators and providers of federally required audit services.

A "procurement transaction" is the process of acquiring goods and services.

A "nonprocurement transaction" is the granting of financial assistance to entities to assist in meeting objectives that are mutually beneficial to the provider and subprovider.

A copy of this certification is to be furnished to authorized representatives of the State or the U.S. Department of Transportation upon request.

(1) Min Chow (Clifford) Hew, being duly sworn or under penalty of
Name of Subprovider Representative

perjury under the laws of the United States, certifies that neither Unintech Consulting Engineers, Inc.
Name of Subprovider

nor its principals are presently

- debarred, suspended, proposed for debarment
- declared ineligible
- voluntarily excluded from participating in this transaction by any federal department or agency

Unintech Consulting Engineers, Inc.
Name of Subprovider

Signature of Certifying Official

CEO & Co-owner
Title of Certifying Official

04/07/14
Date

(2) Where the Subprovider, _____, is unable to certify to any of
Name of Subprovider

the above statements in this certification, this prospective subprovider shall attach a signed explanation to this certification indicating to whom the exception applies.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION (ARCHITECTURAL, ENGINEERING AND SURVEYING CONTRACTS)

This certification is to be used by providers pursuant to 49CFR29 when any of the following occur:

- Any transaction between the provider and a subprovider (other than a procurement contract for goods and services), regardless of type, under a primary covered transaction;
- Any procurement contract for goods or services when the estimated cost is $25,000 or more;
- Any procurement contract for goods or services between a provider and a subprovider, regardless of the amount, under which the subprovider will have a critical influence on or substantive control over that covered transaction. Such subproviders include principal investigators and providers of federally required audit services.

A "procurement transaction" is the process of acquiring goods and services.

A "nonprocurement transaction" is the granting of financial assistance to entities to assist in meeting objectives that are mutually beneficial to the provider and subprovider.

A copy of this certification is to be furnished to authorized representatives of the State or the U.S. Department of Transportation upon request.

(1) Ramiro Gutierrez, being duly sworn or under penalty of
Name of Subprovider Representative

perjury under the laws of the United States, certifies that neither R. Gutierrez Engineering Corporation
Name of Subprovider

nor its principals are presently

- debarred, suspended, proposed for debarment
- declared ineligible
- voluntarily excluded from participating in this transaction by any federal department or agency

R. Gutierrez Engineering Corporation
Name of Subprovider

Signature of Certifying Official

President
Title of Certifying Official

04/07/14
Date

(2) Where the Subprovider, R. Gutierrez Engineering Corporation, is unable to certify to any of
Name of Subprovider

the above statements in this certification, this prospective subprovider shall attach a signed explanation to this certification indicating to whom the exception applies.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3C**
PLANNING COMMITTEE		**DATE SUBMITTED**	**4/15/14**
FINANCE COMMITTEE		**MEETING DATE**	**4/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014-35 - APPROVAL OF A PROFESSIONAL SERVICE AGREEMENT WITH HALFF & ASSOCIATIONS FOR PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Approval of a Professional Service Agreement with Halff & Associations for preparation of Plans, Specifications and Estimates for the International Bridge Trade Corridor Project in the amount of $1,988,674.23.

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

4. Budgeted: X Yes ___No ___N/A Funding Source: VRF Bond

   Proposed Maximum Payable Amount :
   IBTC Final Plans, Specifications & Estimates **$1,988,674.23**

5. Staff Recommendation**: Motion to approve Resolution 2014-35 – Approval of a Professional Service Agreement with Halff & Associations for preparation of Plans, Specifications and Estimates for the International Bridge Trade Corridor Project in the maximum payable amount of $1,988,674.23.**

6. Program Manager's Recommendation: **X** Approved ___Disapproved ___None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: April 15, 2014

Re: **Approval of a Professional Service Agreement with Halff & Associates**

Background
At the January 22, 2014, regular meeting, the Hidalgo County Regional Mobility Authority (HCRMA) Board of Directors authorized staff to negotiate with Halff & Associates for Engineering Service to prepare the final plans, specifications and estimates for the International Bridge Trade Corridor Project.

Goal
With approval of the update to the HCRMA 2015-2019 Strategic Plan, the International Bridge Trade Corridor (IBTC) Project is schedule to bid in December of 2015. In order to meet this schedule, final plans, specifications and estimates will need to be prepared by a consulting engineer.

Staff has negotiated a scope of work and fee for the IBTC Project for a segment from approximately Station 350+00 to east of the Valley View Road (See attached map). The proposed fee for the work is $1,988,674.98 or 1.91% of the estimated construction cost of $103,862,463.00.

The remaining work will be performed by S&B Infrastructure and TEDSI Infrastructure Group. The aggregate fee for the three firms (S&B + Halff + TEDSI) is proposed to equate to $5,530,202.36 or 5.31% of the estimated construction cost.

Options
The Professional Service Agreement with Halff & Associates may be disapproved.

Recommendation
Based on review by this office, **approval of the Professional Service agreement with Halff & Associates for preparation of final plans, specifications and estimates for the IBTC Project is recommended in the maximum payable amount of $1,988,674.23.**

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

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

©2014
Texas Department of Transportation

DANNENBAUM
ENGINEERING COMPANY - McALLEN, LLC
T.B.P.E. FIRM REGISTRATION #8999
1109 NOLANA LOOP, STE 280 MCALLEN, TX 78504 (956) 682-3677

IBTC OVERALL LAYOUT

DRAWING:	FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK:	6	TEXAS					SH 365
ENGINEER:	STATE DIST. NO	COUNTY	CONT	SECT	JOB		SHEET NO.
CK:	PHR	HIDALGO	0921	02	142		
REVIEW:							
CK:							

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 35

APPROVAL OF A PROFESSIONAL SERVICE AGREEMENT WITH HALFF & ASSOCIATES FOR PREPARATION OF PLANS, SPECIFICATION AND ESTIMATES FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT

THIS RESOLUTION is adopted this 23rd day of April, 2014, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, the Authority has adopted a Strategic Plan that prioritizes the State Highway 365 (SH 365), International Bridge Trade Corridor (IBTC) and State Highway 68 (SH 68) Projects; and

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

WHEREAS, the Authority solicited Statement of Qualifications for Engineering Services for the International Bridge Trade Corridor Project; and

WHEREAS, the Technical Committee rated, ranked and recommended a short list to the Board of Directors; and

WHEREAS, on November 20, 2013 the Board of Directors short listed TEDSI Infrastructure Group, S&B Infrastructure, Halff & Associates, L&G Engineering and Unitech Consulting Engineers for Engineering Services; and

WHEREAS, on January 22, 2014, the Board of Directors interviewed the short listed firms and selected Halff & Associates, TEDSI Infrastructure Group and S&B Infrastructure for Engineering Services and authorized Authority staff to negotiate a Professional Service Agreement with each firm; and

WHEREAS, the Authority staff has negotiated a Professional Service Agreement with Halff & Associates for the preparation of plans, specifications and estimates for the IBTC Project in the amount of $1,988,674.98, hereto attached as Exhibit A; and

WHEREAS, the Authority has determined it is necessary to award a Professional Service Agreement to Halff & Associates to prepare plans, specifications and estimates for the IBTC Project in the amount of $1,988,674.98;

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 approves award of a Professional Service Agreement to Halff & Associates for the preparation of plans, specifications and estimates for the International Bridge Trade Corridor Project, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Professional Service Agreement with Halff & Associates.

*****

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 23rd day of April, 2014, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT WITH
HALFF & ASSOCIATES
FOR
INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT
PLANS, SPECIFICATIONS & ESTIMATES

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 Halff Associates, Inc. (hereinafter the "Engineer"), having its principal business address at 5000 West Military Highway, Suite 100, McAllen, TX 78503 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 **IBTC SEGMENT 0011 FROM APPROX. STA 350+00 TO EAST VALLEY VIEW INTERCHANGE** (the "Project");

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

AGREEMENT

ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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

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

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

ARTICLE II
AGREEMENT PERIOD

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on July 1, 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 $1,988,674.98 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:**
Halff Associates, Inc. 5000 West Military Highway, Suite 100 McAllen, TX 78503 Attn: Robert L. Saenz, P.E. Senior-Project Manager	Hidalgo County Regional Mobility Authority (HCRMA) 118 South Cage Boulevard, 4th Floor Pharr, Texas 78577 Attn: Pilar Rodriguez, P.E., Executive Director

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

ARTICLE VIII
INCORPORATION OF PROVISIONS

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

SIGNATORIES

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

AUTHORITY	**ENGINEER**
By: _____	By: _____
Name: Pilar Rodriguez	Name: Robert L. Saenz
Title: Executive Director	Title: Senior Project Manager
Hidalgo County Regional Mobility Authority	Halff Associates, Inc.
Date: _____	Date: _____

:

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

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

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.

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:

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.

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.

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.

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.

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 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.

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.

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

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

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

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

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

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

SECTION 20. GRATUITIES

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

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.

(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.

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.

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 in accordance with **TxDOT's Advanced Funding Agreement for SH365** in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule identified in Attachment F.
7. Request Project CSJ's from TxDOT.

ROUTE AND DESIGN STUDIES (FC 110)
The **AUTHORITY** will provide the following:

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

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

SOC, ECO AND ENVIRON STUDIES & PUBLIC INVOLVEMENT (FC 120)
The **AUTHORITY** will provide the Environmental Document and electronic Constraints map for the project for development of the Environmental Permits, Issues and Commitments (EPIC) sheets and any other compliance issues.

RIGHT-OF-WAY DATA (FC 130)
The **AUTHORITY** will provide the following:

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

FIELD SURVEYING AND PHOTOGRAMMETRY (FC 150)
The **AUTHORITY** will provide the following:
Deliverables:

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

DRAINAGE (FC 161)
The **AUTHORITY** will provide the following:

1. Timely review/approval of the Hydraulic Study.

MISCELLANEOUS ROADWAY (FC 163)
The **AUTHORITY** will provide the following:
1. Timely review and approval of TCP in coordination with TxDOT.
2. Provide Aesthetic plans and details for project.

MANAGEMENT (FC 164)
The **AUTHORITY** will provide the following:
1. Attend/participate in progress meetings as required.
2. Timely review of submittals as required.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

APPLICABILITY:

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

ABBREVIATIONS:

HCRMA OR AUTHORITY shall mean Hidalgo County Regional Mobility Authority
PMC (GEC) shall mean Program Management Consultant (General Engineering Consultant) (Dannenbaum Engineering Corporation)
ENGINEER shall mean Halff Associates, Inc.
TxDOT shall mean Texas Department of Transportation
FHWA shall mean Federal Highway Administration
IBWC shall mean International Boundary and Water Commission
USFWS shall mean United States Fish & Wildlife Service
THC shall mean Texas Historical Commission
SHPO shall mean State Highway Preservation Office
USACE shall mean United States Army Corps of Engineers
GSA shall mean General Services Administration
HCMPO shall mean Hidalgo County Metropolitan Planning Organization
FAA shall mean Federal Aviation Administration
MTP shall mean Metropolitan Transportation Plan
TIP shall mean Transportation Improvement Program
MUTCD shall mean Manual of Uniform Traffic Control Devices
AASHTO shall mean American Association of State Highway and Transportation Officials
LRFD shall mean Load & Resistance Factor Design
PS&E shall mean Plans, Specifications and Estimate
ACP shall mean Asphaltic Concrete Pavement
CSJ shall mean Control Section Job (highway project designation number)
ADP shall mean Advance Project Development

PROJECT DESCRIPTION

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

County/HCRMA: Hidalgo County

CSJ number: 0921-02-202

Project/Description: Provide Preliminary Engineering, Route Studies, Public Involvement, Schematics, Survey, Utilities Coordination, Development Of Plans, Specifications, And Estimates (PS&E) And Shop Drawing Review.

Length: 3.92 Miles (Approx)

Highway: IBTC / Segment 0011

Limits: (See Location Map Attached)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

Existing Facility: New Location

Proposed Facility: 4-lane divided controlled access toll facility

Project Classification

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___Convert Non-Freeway to Freeway
___Widen Freeway
X__Widen Non-Freeway
X__New Location Toll Freeway (The design of the tolling infrastructure is not included in the scope of this proposal)
___ New Location Non-Freeway
X__Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 For All Tasks)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

The work to be performed by **Halff Associates, Inc.** hereafter called "Engineer" shall consist of providing engineering services required for the preparation of plans, specifications and estimates (PS&E) and related documents for the IBTC from Sta. 350+00 to Sta. 557+00 located in southern Hidalgo County. These services may include preparing roadway, bridge, hydrologic and hydraulic design.

Project Assumptions/Clarifications/Exclusions – The scope of services for this proposal has been established using the following assumptions, clarifications and exclusions provided by the Hidalgo County Regional Mobility Authority (HCRMA) as a basis for its preparation:

1. The schematic used for developing this scope was provided by the Hidalgo County Regional Mobility Authority (Dannenbaum Engineers, Project Representative). The 95% schematic is dated March 17, 2014 under the direction of Gustavo O. Lopez, P.E., "INTERNATIONAL BRIDGE CORRIDOR", rolls 1 thru 5.

2. Scope budget was developed with 7 month timeline as directed by the Project Representative.

3. The development of the ultimate design to a thirty (30) percent level will not be required as part of this scope. The PS&E will be based on 100% schematic, which will be provided prior to notice to proceed, and will not significantly differ from the 95% schematic used to establish the fee.

4. Changes to the schematic after notice to proceed will be evaluated and determined if there is any time or cost impact. Should this occur Engineer will provide a supplemental request for the HCRMA's consideration.

5. Engineer will provide the Drainage Hydraulic & Hydrology Report for the entire IBTC corridor which includes the 3 segments identified in item 1 above.

6. Wetland mitigation is not included in this scope.

7. Illumination and Traffic Lighting is not included in this scope.

8. Noise walls are not included as part of this scope.

9. It is understood that value engineering measures have been incorporated in the schematic listed above.

10. No user cost analyses will be provided as part of this scope.

11. No traffic operation analyses will be provided as part of this scope.

12. Traffic control will be designed in 2 phases.

13. Engineer will utilize existing International Bridge and Water Commission (IBWC) Floodway model that will be obtained from the IBWC agency.

14. Engineer will incorporate flood study/model for Banker Floodway developed by S&B Infrastructure to develop Banker Floodway Hydraulic Report to include SH365 and IBTC Floodway Bridge

improvements. An executive summary will be developed by the Engineer for permitting purposes and used by the HCRMA.

15. All geotechnical information/design/analyses needed to develop final PS&E will be provided by the HCRMA and not part of this scope.

16. All survey information/data needed to develop final PS&E will be provided by the HCRMA and not part of this scope.

17. Permit document preparation for the floodway will be part of this scope and actual permitting process for the IBTC thru the IBWC will be provided by the HCRMA and not part of this scope.

18. Coordination with the HCDD NO. 1 by the HCRMA will be required to obtain additional storage volume if needed.

19. The following are excluded from Drainage Report scope of services:
    a. Individual reports for crossing and drainage/irrigation districts.
    b. Preparation of detailed design plans
    c. Conditional or Final Letter of Map Revisions
    d. Environmental permitting at crossing outfalls
    e. Modeling of environmental mitigation improvements
    f. Permit fees and coordination with drainage and/or irrigation districts
    g. H & H modeling of off-site drainage systems not in the immediate area of the IBTC.
    h. Permitting process for new floodway bridge.
    i. Geotechnical investigations
    j. Utility investigations and relocation designs
    k. Storm sewer system design, beyond the outlet structures for detention facilities
    l. Roadway ditch designs other than areas designed for detention.
    m. Parallel ditch design and determining roadway ditch capacities.

20. Engineer will provide the Emergency Action Plan required by the IBWC.

21. No drainage system or utility lines will be attached to the floodway bridge structure.

22. No storm sewer system is shown on the schematic therefore the design of storm sewer systems is not included in this scope.

23. The scope of the bridge structures at Alamo Road and the Floodway are based on the Phase 1 configuration with ultimate Floodway plan layout only for the IBWC hydraulic report. PS&E for construction documents or details for the ultimate configuration (except for the abutments) will require a supplemental agreement.

24. Retaining walls to be designed as part of this scope are those shown in schematic referenced above.

25. Architectural treatment of columns is not included as part of this scope.

26. Monument signs or structures are not included as part of this scope.

27. Design or coordination of Intelligent Transportation and Tolling systems are not part of this scope.

28. Utility relocation/adjustments and Subsurface Utility Engineering is not part of this scope.

29. Design of Irrigation canal/line lowering and or adjustments will be included in this scope.

GENERAL REQUIREMENTS

1.1. Design Criteria. The Engineer shall prepare all work in accordance with the latest version of applicable TxDOT's procedures, specifications, manuals, guidelines, standard drawings, standard specifications or previously approved special provisions and special specifications to include: the *PS&E Preparation Manual*, *Roadway Design Manual*, *Hydraulic Design Manual*, the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD), *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, 2004*, and other HCRMA approved manuals. When design criteria are not identified in TxDOT manuals, the Engineer shall notify the TxDOT and refer to the American Association of State Highway and Transportation Officials (AASHTO), *A Policy on Geometric Design of Highways and Streets,* (latest Edition). In addition, the Engineer shall follow the guidelines provided by the Hidalgo County Regional Mobility Authority (HCRMA) which the Engineer will implement as part of his design. The Engineer shall prepare the Plan, Specification, and Estimate (PS&E) package in a form suitable for letting through the HCRMA's construction contract bidding and awarding process.

The Engineer shall identify, prepare exhibits and complete all necessary forms for each Design Exception and Waiver required within project limits prior to the 30% project completion submittal. The Engineer shall submit each exception and waiver to the HCRMA for coordination and processing of approvals. If subsequent changes require additional exceptions, the Engineer shall notify the HCRMA in writing as soon as possible after identification of each condition that may warrant a design exception or waiver.

1.2. Right-of-Entry and Coordination. The Engineer shall notify the HCRMA to secure permission to enter private property to perform any engineering activities needed off HCRMA right-of-way. In pursuance of the HCRMA's policy with the general public, the Engineer shall not commit acts which would result in damages to private property, and the Engineer shall make every effort to comply with the wishes and address the concerns of affected private property owners. The Engineer shall contact the HCRMA prior to any entry onto the owner's property.

The Engineer shall notify the HCRMA and coordinate with adjacent engineers on all controls at project interfaces. The Engineer shall document the coordination effort, and each engineer shall provide written concurrence regarding the agreed project controls and interfaces. In the event the Engineer and the other adjacent engineers are unable to agree, the Engineer and each adjacent engineer shall meet jointly with the HCRMA for resolution. The HCRMA shall have authority over the Engineer's disagreements and the HCRMA's decision shall be final.

The Engineer shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by the HCRMA. The Engineer shall notify the HCRMA in writing prior to beginning any work on any outside agency's exhibit.

1.3. Progress Reporting and Invoicing. The Engineer shall invoice according to the Contract for Engineering Services and Attachment "E" - *Fee Schedule* for this Work Authorization. The Engineer shall submit each invoice in a format acceptable to the HCRMA.

With each invoice, the Engineer shall include a completed Projected vs. Actual Contract Invoices form. The Engineer shall submit a monthly written progress report to the HCRMA's Project Manager regardless of whether the Engineer is invoicing for that month. The Engineer's written progress report shall describe activities during the reporting period; activities planned for the following period; problems encountered and actions taken to remedy them; list of meetings attended; and overall status, including a percent complete by task.

The Engineer shall prepare both a design time schedule, and an estimated construction contract time schedule, in accordance with the TxDOT's *Administrative Circular No. 17-93*. The schedules shall indicate tasks, subtasks, critical dates, milestones, deliverables and review requirements in a format that depicts the interdependence of the various items. The Engineer shall provide assistance to HCRMA personnel in interpreting the schedules. The Engineer shall schedule milestone submittals at 30%, 60%, 90%, and final project completion phases. The Engineer shall advise the HCRMA in writing at least two weeks in advance if the Engineer is not able to meet the scheduled milestone review dates.

All electronic files shall be delivered to Dannenbaum who will be responsible for hosting project data using Projectwise software. The Engineer should utilize Projectwise to work directly on all active project files.

Final payment is contingent upon the HCRMA's receipt and confirmation by the HCRMA's project representative that the electronic files run and are formatted in accordance with HCRMA's standards.

The Engineer shall prepare a letter of transmittal to accompany each document submittal to the HCRMA.

1.4. Traffic Control Plans. The Engineer shall develop traffic control plans (TCP) and comply with the requirements of the most recent edition of the TMUTCD. The TCP shall provide necessary phasing and traffic control measures needed to implement the new improvements.

1.5. Coordination. The Engineer shall coordinate issues and communications with HCRMA's project representative. The HCRMA project representative will communicate the resolution of issues and provide the Engineer direction.

1.6. Level of Effort. For this contract, the Engineer shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study. As directed by the HCRMA, the Engineer shall provide written justification regarding whether or not additional or repeated level of effort of earlier completed work is warranted, or if additional detail will be better addressed at a later stage in the project development.

1.7. Quality Assurance and Quality Control. The Engineer shall have a process in place and provide peer review at all levels. The Engineer shall have performed their internal review prior to submittal of work product to the HCRMA.

1.8. Use of the TxDOT's Standards. The Engineer shall identify and insert the applicable, current TxDOT's Standard Details, District Standard Details, or miscellaneous details that have been approved for use as frequently as is feasible. The Engineer shall sign, seal, and date each modified District Standard and miscellaneous detail selected for use and is dependent upon the project's location, if the District Standard selected has not been adopted for use in a District. The Engineer shall obtain approval for use of these details during the early stages of design from the HCRMA's project representative. In addition, these details shall be accompanied by the appropriate general notes, special specifications, special provisions, and method of payment. The Engineer shall retain the responsibility for the appropriate selection of each Standard identified for use within their design.

1.9. Organization of Plan Sheets. The PS&E shall be complete and organized in accordance with the HCRMA "PS&E Development Guide". The PS&E package shall be suitable for the bidding and awarding of a construction contract, and in accordance with the latest HCRMA's policies and procedures, and the HCRMA's PS&E Checklist.

TASK DESCRIPTIONS AND FUNCTION CODES

The Engineer shall categorize each task performed to correspond with the Function Codes (FC) and Task Descriptions.

FC 110 - Preliminary Project Information

110.1. Data Collection and Field Reconnaissance. The Engineer shall collect, review and evaluate data described below. The Engineer shall notify the HCRMA in writing whenever the Engineer finds disagreement with the information or documents:

1. Data, if available, from the HCRMA, including "as-built plans", existing schematics, right-of-way maps, Subsurface Utility Engineering (SUE) mapping, existing cross sections, existing planimetric mapping, environmental documents, existing channel and drainage easement data, existing traffic counts, accident data, Bridge Inspection records, Project Management Information system (PMIS) data, identified endangered species, identified hazardous material sites, current unit bid price information, current special provisions, special specifications, and standard drawings.
2. Documents for existing and proposed development along proposed route from local municipalities and local ordinances related to project development.
3. Utility plans and documents from appropriate municipalities and agencies.
4. Readily available flood plain information and studies from the Federal Emergency Management Agency (FEMA), the U. S. Army Corps of Engineers (USACE), local municipalities and other governmental agencies in addition to that provided by the HCRMA.
5. The Engineer shall conduct field reconnaissance and collect data including a photographic record (to be maintained in Engineer's office) of notable existing features.

110.2. Design Criteria. The Engineer shall develop the roadway design criteria based on the controlling factors specified by the HCRMA, by use of the funding categories, design speed, functional classification, roadway class and any other set criteria as set forth in *PS&E Plan development*

Guide, *Roadway Design Manual*, *Bridge Design Manual*, *Hydraulic Design Manual*, and other deemed necessary Texas Department of Transportation (TxDOT) approved manuals. In addition, the Engineer shall utilize the Design Summary Report (DSR) provided by the HCRMA. The Engineer shall obtain written concurrence from the HCRMA prior to proceeding with a design if any questions arise during the design process regarding the applicability of HCRMA's design criteria.

110.3. **Preliminary Cost Estimates.** The Engineer shall develop a preliminary cost estimate using the Average Low Bid Unit Price from similar type projects. The Engineer shall estimate the total project cost including preliminary engineering and final engineering.

110.4. **Design Concept Conference.** The Engineer, in cooperation with the HCRMA, shall plan, attend and document a Design Concept Conference (DCC) to be held prior to the 30 percent milestone submittal. In preparation for the DCC, the Engineer shall use the TxDOT's Design Summary Report to serve as a checklist for the minimum required design considerations. The conference will provide for a brainstorming session in which decision makers, stakeholders and technical personnel may discuss and agree on:

1. Roadway and drainage design parameters
2. Engineering and environmental constraints
3. Project development schedule
4. Other issues as identified by the HCRMA
5. Identify any Design Exceptions and waivers, if applicable.
6. Preliminary Construction Cost Estimate

110.5. **Geotechnical Borings and Investigations**: **(This task is not in Engineer's scope.)** The Engineer shall be provided with Geotechnical information needed to complete the design process for all phases of the project not limited to roadway, bridge, levee, and drainage improvements. The information to be provided to the engineer shall include the following:

1. All geotechnical work should be performed in accordance with the latest version of the TxDOT's Geotechnical Manual. All testing shall be performed in accordance with the latest version of the TxDOT's Manual of Test Procedures. ASTM International test procedures may be used only in the absence of the TxDOT's procedures. All soil classification should be done in accordance with the Unified Soil Classification System.

2. Geotechnical information shall provide any retaining wall analyses to include the settlement analysis. This analysis should include the computation of the factor of safety for bearing capacity, global stability, overturning and sliding. In addition, the information shall include allowable bearing pressure, passive earth pressure, friction factor, settlement analysis (consolidation report) and lateral earth pressure for the retaining walls.

3. If applicable, the Geotechnical information shall perform soil borings, piezometric readings, testing and analysis needed for slope stability analysis, settlement analysis, and foundation design recommendations along storm sewer alignment, retaining walls,

overhead sign structures, bridges, embankments and any temporary soil retaining systems.

4. The HCRMA shall provide a signed, sealed and dated geotechnical report which contains, but is not limited to, soil boring locations, boring logs, laboratory test results, generalized subsurface conditions, ground water conditions, piezometer data, analyses and recommendations for settlement and slope stability of the earthen embankments, skin friction tables and design capacity curves including skin friction and point bearing. The skin friction tables and design capacity curves should be presented for piling or drilled shaft foundations.

5. If applicable, the HCRMA shall provide scour analysis to include Grain Size distribution curves with D50 value.

6. Engineer will develop soil boring drawings and submit to the HCRMA. The HCRMA shall provide sign, seal and date soil boring mylar sheets to be used in the PS&E package.

7. Foundation Studies: The HCRMA shall provide information showing the location of soil borings to be drilled along the retaining wall alignments. The soil borings shall extend a minimum of 35 feet below the footing elevation or deeper as soil conditions warrant. Spacing of soil borings shall not exceed 500 feet.

8. The Engineer shall incorporate soil boring data sheets prepared, signed, sealed, and dated by the Geotechnical Engineer. The soil boring sheets shall be in accordance with the State's WINCORE software as can be found on the Texas Department of Transportation website.

FC 120 – Social, Economic and Environmental Studies and Public Involvement

120.1. Environmental Permits Issues and Commitments (EPIC) Sheets. The Engineer shall complete the latest version of the EPIC sheets per information provided by the HCRMA. These sheets shall be signed, sealed and dated by the Engineer as indicated in signature block. The final sheets shall be submitted for the HCRMA's signature.

120.2. Environmental Study Review. The HCRMA will provide the draft and final environmental study to the Engineer for review and implementation into the PS&E package. The Engineer shall consider the constructability issues as they relate to the environmental impacts.

FC 130 – Right-of-Way/Utility Access Management
(Right of way acquisition and documents will be provided by the HCRMA and is not part of Engineer's scope.)
All standards, procedures and equipment used by the Surveyor shall be such that the results of the survey will be in accordance with Board Rule 663.15, as promulgated by the Texas Board of Professional Land Surveyors.

The Engineer shall graphically reconstruct existing right of way limits based on record right of way maps. **Solving/correcting discrepancies in existing right of way lines and reestablishing precise right of way limits is not part of Engineer's scope and will be provided by the HCRMA.**

130.1. **Right-of-Way Map (Not Part of Engineer's Scope).** The Engineer shall review and evaluate the provided right-of-way map by the HCRMA to verify that all construction staging and alignment considerations have been taken into account. The Engineer shall make every effort to prevent detours and utility relocations from extending beyond the proposed right-of-way lines. The Engineer shall notify the HCRMA in writing if it is necessary to obtain additional construction easements or rights-of-entry and shall provide justification for such action. The Engineer shall be responsible for identifying and delineating any temporary construction easements in areas outside the HCRMA's Right of Way. The HCRMA will secure the necessary legal instruments.

130.2. **Utility Locations and Layouts. (This task does not include any subsurface utility engineering but can be provided upon request. Engineer will use best available information to develop the "Utility Report".)** The Engineer shall coordinate with the HCRMA to determine the location of each existing and proposed utility and attend meetings with the various utility companies to discuss potential conflicts. The Engineer shall identify and coordinate with each utility company for relocations required within each construction easement or right-of entry. A "Utility Report" will be developed and presented to the HCRMA.

130.3. **Access Management**. The Engineer shall coordinate and evaluate access management within the project limits in accordance with the latest TXDOT'se Access Management Manual or as directed by the HCRMA.

FC 145 – Project Management and Administration

The Engineer shall:

- Prepare monthly written progress reports for this project.
- Develop and maintain a detailed project schedule to track project. The schedule submittals shall be hard copy and electronic format.
- Meet on a scheduled basis with the HCRMA to review project progress.
- Prepare, distribute, and file both written and electronic correspondence.
- Document phone calls and conference calls as required during the project to coordinate the work for various team members.
- Provide Quality Assurance and Quality Control prior to submittal of design packages to HCRMA.

FC 150 – Field Surveying and Photogrammetry

The HCRMA shall provide the Engineer with design surveys as defined below:

Design survey – The combined performance of research, field work, analysis, computation and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to, cross-sections, horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

150.1. Field Surveying. **(This task is not included in Engineer's Scope.)** The Engineer shall be provided benchmark coordinates and established horizontal and vertical control for the project by the HCRMA. The Engineer shall be provided with field surveying data to include the Digital Terrain Model (DTM), produce topographic maps, establish the project baseline on the ground, locate and tie existing utilities to the project baseline, tie the soil boring locations. Coordinate geometry shall be based on and tied into State plane surface coordinate system. The HCRMA shall provide the Engineer with the following information:

1. Determine Project Baseline: The project base line must be coincidental with, or parallel to, the stationed "Design Center Line." Base line control points shall be established using 15M(ASTM) (5/8 inch) iron rods, 36 inches long, at Points of Curvature (P.C.'s), Points of Intersection (P.I.'s) and Points of Tangency (P.T.'s) of horizontal curves and at 1000 feet maximum intervals on tangents. Baseline control points shall be offset with set iron rods on one side near the existing ROW line at a measured distance.

2. Horizontal and Vertical Control Surveys (Project Control):

The maximum distance between control points shall not exceed 1500 feet. The coordinate location and elevation of control points or center panel points based on GPS surveys conducted by the Surveyor shall meet standards of accuracy as set forth below. Reference may be made to standards of accuracy for First Authorization surveys as described in the Federal Geodetic Control Committee publication entitled Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques.

The accuracy standard at the 95 percent confidence level for First Authorization Surveys

may be calculated using the formula

$s = \sqrt{e^2 + (0.1pd)^2}$ where,

s= maximum allowable error in centimeters
d= distance in kilometers between any two stations
p= the minimum geometric relative position accuracy standard in parts per million (10 ppm)
e= base error in centimeters (1.0 cm.)

DATUM. All coordinates shall be based on the North American datum (NAD) 83 (1993 Adjustment). All elevations shall be based on the North American vertical datum (NAVD) of 1988.

All traverses conducted by the Surveyor shall be tied to the National Geodetic Survey system, either directly or indirectly as follows:

The Surveyor shall make sufficient measurements to existing National Geodetic Survey monuments to assess the angular, horizontal and vertical closure of each traverse.

The Surveyor shall make sufficient measurements to monuments established by the HCRMA to assess the angular, horizontal and vertical closure of each traverse. All monuments established by the HCRMA for purposes of aerial photography control shall be based on the National Geodetic Survey system.

HORIZONTAL GROUND CONTROL

The coordinate location of the control or traverse points shall be based on traverses conducted by the Surveyor meeting standards of accuracy as set forth below.

Reference may be made to standards of accuracy for Second Order, Class II, horizontal control traverses as described in the latest edition Federal Geodetic Control Committee publication entitled Standards and Specifications for Geodetic Control Networks.

- Azimuth closure shall not exceed 4.5 seconds times the square root of the number of traverse segments.
- Position closure after azimuth adjustment shall not exceed 1 in 20,000.
- The HCRMA will make a determination as to the acceptability of the traverse as an exception to the standard and notify the Surveyor accordingly.

VERTICAL GROUND CONTROL

Elevations established on the control and benchmarks shall be conducted by the Surveyor meeting standards of accuracy as set forth below. Reference may be made to standards of accuracy for third order vertical control traverses as described in the latest edition of the Federal Geodetic Control Committee publication entitled Standards and Specifications for Geodetic Control Networks.

- Vertical closure shall not exceed 0.05 feet times the square root of the distance in miles.

- The HCRMA will make a determination as to the acceptability of the traverse as an exception to the standard, and the HCRMA will notify the Surveyor accordingly.

Provide 8½" x 11" location sketches for all control points and benchmarks. These sketches shall be signed, sealed and dated by a Registered Professional Land Surveyor (RPLS).

3. Survey Control Index Sheets. The HCRMA's Surveyor shall prepare a Survey Control Index Sheet and a Horizontal and Vertical Control Sheet, signed, sealed and dated by the professional engineer in direct responsible charge of the surveying and the responsible RPLS for insertion into the plan set. The Survey Control Index Sheet shows an overall view of the project control and the relationship of primary monumentation and control

used in the preparation of the project; whereas, the Horizontal and Vertical Control sheet identifies the primary survey control and the survey control monumentation used in the preparation of the project. Both the Survey Control Index Sheet and the Horizontal and Vertical Control Sheet should be used in conjunction with each other.

The following information should be shown on the Survey Control Index Sheet:

- Overall view of the project and primary control monuments set for control of the project.
- Identification of the control points.
- Baseline and centerline.
- Graphic (Bar) Scale.
- North Arrow.
- Placement of note "The survey control information has been accepted and incorporated into this PS&E" which is signed, sealed, and dated by the HCRMA Project Representative.
- RPLS signature, seal and date.

The following information should be shown on the Horizontal and Vertical Control Sheet:

- Location for each control point, showing baseline and centerline alignment and North arrow.
- Station and offset (with respect to the baseline or centerline alignments) of each identified control point.
- Basis of Datum for horizontal control (base control monument, benchmark name and number, datum).
- Basis of Datum for the vertical control (base control monument, benchmark name, number, datum).
- Date of current adjustment of the datum.
- Monumentation set for Control (Description, District name/number and Location ties).
- Surface Adjustment Factor and unit of measurement.
- Coordinates (SPC Zone and surface or grid).
- Relevant metadata.
- Graphic (Bar) Scale.
- Placement of note "The survey control information has been accepted and incorporated into this PS&E" which is signed, sealed and dated by the HCRMA project representative.
- RPLS signature, seal and date.

4. The HCRMA Surveyor shall profile and cross section intersecting streets and driveways (to 50 feet outside ROW for driveways, and 200 feet for intersecting streets and 500 feet for intersecting streets greater than two lanes wide) for tie into project.

5. Cross section drainage channels for a distance of 200 feet each way outside the ROW lines. Cross sections shall not exceed 100 feet intervals and shall be taken at right angles to the channels. The width of the cross sections shall cover the top of the channel over

bank extending at least 50 feet beyond. Cross section data shall include flow line of the channel.

6. Tie to existing underground and overhead utilities (location, elevation, size and direction). Exposing existing underground utilities will not be required.

7. Determine any changes in topography from outdated maps due to development, erosion, etc.

8. Determine type of existing material, existing pavements, etc. based on visual observation of pavement surface.

9. Obtain profiles of existing drainage & irrigation facilities (location, elevation, size, material description).

10. Obtain top of manhole and flowline elevations, type and size, etc. of manholes, inlets, and valves of utilities.

11. Provide temporary signs, traffic control, flags, safety equipment, etc. and obtain necessary permits.

12. Obtain ties to existing bridges or culverts that may conflict with new construction.

13. Digital Terrain Model (DTM) and planimetric mapping (DGN). Obtain additional existing ground cross sections if necessary to supplement the DTM files.

14. Obtain line (PGL) and the edges of slab at bent location.

15. Tie down soil boring locations by station, offset and surface elevation.

16. The Surveyor shall control traffic in and near surveying operations adequately to comply with the latest edition of the TMUTCD. In the event field personnel must divert traffic or close travel lanes, a Traffic Control Plan shall be prepared by the HCRMA's surveyor and approved by the HCRMA prior to commencement of field work. A copy of the approved plans shall be in the possession of field personnel on the job site at all times and shall be made available to HCRMA personnel upon request.

17. If at any time during the contract period, the Surveyor encounters unforeseen circumstances which may materially affect the scope, complexity or character of the work authorized by the HCRMA, the Surveyor shall notify the HCRMA in writing immediately with a complete description of the circumstances encountered.

18. The following definitions shall apply:

    - DGN-Two dimensional digital map containing natural ground features and improvements plotted in a horizontal plane along the X and Y axes. A

planimetric map does not include relief elements such as spot elevations, cross-sections, or contours.

- DTM-Three dimensional digital model of the ground containing those features necessary to define surface relief. A three dimensional model does not normally contain those planimetric features not necessary to define relief.

- Horizontal and vertical ground control-Survey control points for which the X and Y coordinate and elevation have been determined by on the ground surveys.

19. Obtain description and location of all existing roadway signs.

21. Locate and inventory mailboxes.

150.2. Low Altitude Aerial Photography. (<u>This task is not part of Engineer's Scope but will be provided by HCRMA to the Engineer.)</u>

Generally flown at 1,500 feet above mean terrain to obtain a 1:3,000 photo scale.

1. The Surveyor shall provide aerial photography in black and white for low altitude aerial mapping appropriate for detailed design.
2. Film negatives shall be provided and labeled as to county, highway, date of flight, photograph panel number and photograph scale.
3. Provide two (2) copies of black white contact prints and negatives.
4. Provide certification, signed by the airplane pilot or aerial photographer, that the photographs were taken on the date indicated.

150.3. Digital Planimetric Mapping (DGN) and Digital Terrain Modeling (DTM). <u>(This task is not part of Engineer's Scope but will be provided by HCRMA to the Engineer.)</u>

1. The Surveyor shall prepare DGN files covering the specific work location, meeting the State's standards and specifications. All areas obscured by vegetation or other obstructions resulting in voids shall be surveyed on the ground.
2. The Surveyor shall prepare DTM files covering the specific work location, meeting the HCRMA's standards and specifications. All areas obscured by vegetation or other obstructions resulting in voids shall be surveyed on the ground.
3. The Surveyor shall provide DGN and DTM files on a medium and in a format acceptable to the HCRMA.
4. Provide scanned photography (scanned negative aerial film) delivered on CD.
5. Orthophotography (created using the DTM) delivered on CD (tif format with world file)
6. The HCRMA's Photogrammetry Mapping Legend as supplemented by the Surveyor

150.4. Survey Technical Requirements. The HCRMA shall provide the Engineer the following technical requirements:

1. Each design survey and construction survey shall be performed under the direct supervision of a registered professional land surveyor currently registered with the Texas Board of Professional Land Surveying.

2. Horizontal and Vertical ground control established by conventional methods conducted by the Surveyor shall meet standards of accuracy as set forth in the Texas Society of Professional Surveyors (TSPS) *Manual of Practice for Land Surveying in the State of Texas* to the category and condition delineated in this contract. The HCRMA shall run vertical control using digital levels and approved by the HCRMA.

3. Horizontal and vertical ground control used for design surveys and construction surveys based on Global Positioning system (GPS) surveys conducted by the Surveyor shall meet standards of accuracy as set forth in the Federal Geodetic Control Committee publication entitled *Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques*, reprinted with corrections August 1, 1989, or the State's *GPS Manual of Practice*, latest edition, as specified in this contract.

4. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:
   Side shots or short traverses shall begin and end on horizontal and vertical ground control as described in the TSPS *Manual of Practice for Land Surveying in the State of Texas* to the category and condition delineated in this contract.

   - The HCRMA shall use standards, procedures and equipment such that horizontal locations relative to the control may be reported within the following limits:

     - Bridges and other roadway structures less than 0.1 of one foot.
     - Utilities and improvements less than 0.2 of one foot
     - Cross-sections and profiles less than 1 foot.
     - Bore holes less than 3 feet.

   - The HCRMA shall use standards, procedures and equipment such that vertical locations relative to the control may be reported within the following limits:

     - Bridges and other roadway structures less than 0.02 of one foot.
     - Utilities and improvements less than 0.03 of one foot.
     - Cross-sections and profiles less than 0.1 of one foot.
     - Bore holes less than 0.5 of one foot.

FC 160 – Roadway Design Controls

The Engineer shall inform the HCRMA of changes made from previous initial meetings regarding each exception, waiver, and variance that may affect the design. The Engineer shall cease all work under this task until the exceptions, waivers, and variances have been resolved between the Engineer and the HCRMA unless otherwise directed by the HCRMA to proceed. The Engineer shall identify, prepare exhibits and complete all necessary forms for Design Exceptions and Waivers within project limits prior to the 30% Submittal. These exceptions shall be provided to the HCRMA for coordination and processing of approvals.

160.1. Geometric Design. The Engineer shall:

A. HCRMA Schematic. **(Formal update and resubmittal of schematic will not be required and is not part of Engineer's scope.)**
The Engineer shall use the schematic provided by the HCRMA to confirm their understanding of the project and to commence design. The Engineer shall use the HCRMA schematic to design the horizontal and vertical alignment. The design schematic is shown in English units for main lanes, ramps, frontage roads, cross streets, including grade separation structures. The Engineer shall determine vertical clearances at grade separations and overpasses, taking into account the appropriate percent grade and super-elevation rate. Minor modifications in the alignment will be considered to provide optimal design. Modifications must be coordinated with the HCRMA. TxDOT will approve the HCRMA schematic prior to the Engineer proceeding to the 30 % milestone submittal, and prior to starting on the bridge layouts.

B. Preliminary Geometric Project Layout. The Engineer shall develop a preliminary geometric project layout (Layout) for the full length of the project to be reviewed and approved by the HCRMA prior to the Engineer proceeding with the 30 percent milestone submittal package.

The Layout shall consist of a planimetric file of existing features and the proposed improvements within the proposed ROW. The Layout shall also include the following features: existing/proposed ROW, existing/proposed horizontal and vertical alignment and profile grade line, cross culverts, lane widths, cross slopes, ditch slopes, pavement structure, clear zone, dedicated right turn lanes, corner clips, retaining walls (if applicable), and guard rail (if applicable), etc. Existing major subsurface and surface utilities shall be shown. The proposed alignment shall avoid as much as possible the relocation of existing utilities. The Engineer shall consider Americans with Disabilities Act (ADA) requirements when developing the layout. The Layout shall be prepared in accordance with the current Roadway Design Manual. The Engineer shall provide horizontal and vertical alignment of the project layout in English units for main lanes and cross streets. Minor alignment alternatives will be considered to provide for an optimal design. The project layout must be coordinated with the HCRMA. The Engineer shall also provide proposed and existing typical sections with the profile grade line (PGL), lane widths, cross slopes, ROW lines, ditch shapes, pavement structures and clear zones, etc. depicted.

160.2. Roadway Design.

The Engineer shall provide roadway plan and profile drawings using CADD standards as required by the HCRMA. The drawings shall consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map shall contain line work that depicts existing surface features obtained from the schematic drawing. Existing major subsurface and surface utilities shall be shown. Existing right-of-way lines shall be shown. Plan and Profile to be shown on separate or same sheets (this depends upon width of pavement) for main lanes, frontage roads, ramps, and cross streets.
The plan view shall contain the following design elements:

1. Calculated roadway centerlines for mainlanes, ramps, cross streets and frontage roads. Horizontal control points shall be shown. The alignments shall be calculated using GEOPAK.
2. Pavement edges for all improvements (mainlanes, ramps, cross streets, driveways and frontage roads).
3. Lane and pavement width dimensions.
4. The geometrics of ramps.
5. Proposed structure locations, lengths and widths.
6. Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes shall also be shown.
7. Drawing scale shall be 1”=100’.
8. ROW lines and easements.
9. Begin/end superelevation transitions and cross slope changes.
10. Limits of rip rap, block sod, and seeding.
11. Existing utilities and structures.
12. Benchmark information.
13. Radii call outs, curb location, Concrete Traffic Barrier (CTB), guard fence, crash safety items and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.

The profile view shall contain the following design elements:

1. Calculated profile grade for proposed mainlanes (cite direction), ramps, cross streets and frontage roads. Vertical curve data, including “K” values shall be shown.
2. Existing and proposed profiles along the proposed centerline of the northbound and southbound mainlanes, the outside lane line of ramps, and the centerline of the northbound and southbound frontage roads.
3. Calculated vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate, superstructure depth and required clearance.
4. The location of interchanges, mainlanes, grade separations and ramps (shall include cross sections of any proposed or existing roadway, structure, or utility crossing).
5. Drawing vertical scale to be 1”=10’.

160.3. **Typical Sections**:

Typical sections shall be required for all proposed and existing roadways and structures. Typical sections shall include width of travel lanes, shoulders, outer separations, border widths, curb offsets, and ROW. The typical section shall also include PGL, centerline, pavement design, longitudinal joints, side slopes, sodding/seeding limits, concrete traffic barriers and sidewalks, if required, station limits, common proposed and existing structures including retaining walls, existing pavement removal, riprap, limits of embankment and excavation, etc. The typical sections shall also reference Pay Schedule for Item of work “Ride Quality of Pavement Surface”.

160.4. **Mainlane and Frontage Road Design**: The Engineer shall provide the design of mainlanes with full shoulders, frontage roads, and entrance and exit ramps. The design shall be consistent with the approved schematic or refined schematic and the current Roadway Design Manual.

160.5. **Cross Streets.** The Engineer shall provide an intersection layout detailing the pavement design and drainage design at the intersection of the cross street. The layout shall include the curb returns, geometrics, transition length, stationing, pavement and drainage details. The Engineer shall design for full pavement width to the ROW and provide a transition to the existing roadway.

160.6. **Cut and Fill Quantities**. The Engineer shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 100 feet intervals, as well as intersecting cross-streets. Cross sections shall be delivered in standard GEOPAK format on 11"x17" sheets or roll plots and electronic files. The Engineer shall provide all criteria and input files used to generate the design cross sections. Cross sections and quantities shall consider existing pavement removals. Annotation shall include at a minimum existing right of way, side slopes (front & back), profiles, etc.

Two sets of drawings shall be submitted by the Engineer at the 30%, 60%, and 90%, and final submittals, respectively.

160.7. **Plan Preparation.** The Engineer shall prepare roadway plans, profiles and typical sections for the proposed improvements. Prior to the 30% submittal the Engineer shall schedule a workshop to review profiles and cross-sections with the HCRMA. The HCRMA will approve the proposed profiles and cross sections before the Engineer continues with the subsequent submittals. This scope of services and the corresponding cost proposal are based on the Engineer preparing plans to construct freeway main lanes, ramps, frontage roads, and cross streets at intersections. The roadway plans shall consist of the types and be organized in the sequence as described in HCRMA's "PS&E Development Guide".

160.8. **Pavement Design.** The Engineer shall incorporate the pavement design developed by the HCRMA for this project. The Engineer shall implement flexible or concrete pavement structures for the mainlane and frontage road pavement as specified by the HCRMA.

160.9. **Pedestrian and Bicycle Facilities (Not included in Engineer's scope)**. The Engineer shall coordinate with the State to incorporate pedestrian and bicycle facilities as required or shown on the project's schematic. All pedestrian/bicycle facilities must be designed in accordance with the latest Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Texas Accessibility Standards (TAS), and the AASHTO Guide for the Development of Bicycle Facilities.

FC 161 – Drainage

161.1. **Drainage Report.**

1. The Engineer shall prepare a single comprehensive hydraulic and hydrologic drainage study and report for all three segments of the International Bridge Trade Corridor. The report shall conform to the TxDOT's current Hydraulic Design Manual and the standards and criteria stipulated by the Hidalgo County RMA, Hidalgo County Drainage District #1, and various Irrigation Districts along the alignment. The Engineer will be required to

coordinate with the other segment Engineers on the design of crossing culverts and detention facilities. The Engineer shall perform the following:

A. Data Collection

1) The Engineer will obtain all available data, as-builts, existing models, and studies for the roadway crossings, drainage ways, and irrigation canals intersected by IBTC alignment.
2) The Engineer will obtain survey and topographic data provided by the segment Engineers and HCRMA.
3) The Engineer will obtain all criteria and standards from the HCDD#1 and the Irrigation Districts for culverts, siphons, and channel improvements.

B. Existing Condition Analysis of Outfalls

1) The Engineer will evaluate the viability of each outfall and coordinate with the various agencies on the allowable discharges into the outfall channels and storm sewer systems proposed for the IBTC. The proposed culvert crossings and outfalls identified from the schematic are the following:
   a) 17 Drainage Canals with 7 requiring new or improved channels
   b) 3 Detention Ponds within the ROW of the IBTC
   c) 4 Irrigation Canals
   d) 6 Equalizer culverts within an irrigation storage pond
   e) 6 Irrigation Siphons
   f) 2 Cross Street drainage systems not identified on schematic
2) For outfall canals or systems that do not have stipulated discharges allowable or discharge rating curves provided by the drainage districts, the Engineer will perform hydrologic analysis to determine existing discharges to these outfall locations. Analysis will be performed using Rational Method for drainage basins less than 200 acres and HEC-HMS for larger basins to determine the 2, 5, 10, 25, 50, 100, and 500 year storm frequency discharges.
3) The Engineer will coordinate with the segment Engineers and HCRMA on the viability and constraints of each outfall to plan for the storm drainage systems and required detention.

C. H & H Analysis and Design of Culverts and Channels

1) The Engineer will perform H&H analysis of each culvert crossing to appropriately size the culvert to accommodate the following:
   a) Serve as adequate outfalls for the closed and open storm sewer systems developed by the segment Engineers.
   b) Designed in conformance with the drainage and irrigation district's standards and discharge requirements.
   c) Accommodate the improved channel sections and detention design for the outfalls.
   d) Designed to not cause adverse impacts to adjacent properties, including impacts to the 100 year design storm water surface elevations.
   e) Designed to minimize velocities to not cause erosion problems for downstream canals.
2) The Engineer will model each culvert in HEC-RAS or HY-8, as appropriate, to provide segment Engineers(S&B, TEDSI, HALFF) the culvert sizes, erosion control measures,

and necessary H&H information to prepare the culvert layout design sheets and hydraulic data sheets.

3) The Engineer will coordinate with the drainage and irrigation districts on the appropriate channel improvements at the outfalls to ensure the channels are sized to convey the culvert discharges with acceptable velocities and water surface elevations.
4) The Engineer will provide all segment Engineers (S&B, TEDSI, HALFF) and/or drainage/irrigation districts with appropriate channel dimensions and grades to prepare channel plan and profile sheets. (There are 7 off-site channels and 2 channels within the ROW to be designed.)
5) The scope of the above tasks does not include the preparation of detailed design plans.

D. Detention Analysis and Design

1) The Engineer will coordinate with all segment Engineers(S&B, TEDSI, HALFF) to obtain the proposed storm sewer designs, including drainage area maps and all calculations.
2) The Engineer will evaluate and determine the need for detention at the various outfalls, considering the existing condition or maximum allowable discharges for each receiving outfall system.
3) The Engineer will perform hydrologic analysis using HEC-HMS to determine the appropriate amount of required detention storage at each outfall. The Engineer will refine the size of the 3 detention facilities shown on the schematic and the outlet culvert systems.
4) The Engineer will coordinate with the segment Engineers(S&B, TEDSI, HALFF) on the location and design of the detention facilities, not including the three facilities already located in the schematic phase. These detention facilities will either be located within the roadway ditches in the ROW of the IBTC or in the immediate downstream channel outfall segments.
5) In-line Detention in the downstream channel outfalls will be coordinated with the drainage districts to determine the improvements (channel widening) required. As appropriate, the Engineer will also coordinate on developing the outfall control structure for the detention facilities, such as a smaller culverts or in-line weirs.
6) The Engineer will provide all H&H models, data, detention storage requirements, and outfall structure requirements for the preparation of designing the layouts, grading and details for the detention facilities. This scope does not include the preparation of detail design plans.

E. Drainage Report

The Engineer will prepare a comprehensive hydraulic and hydrologic drainage report detailing all the methods, assumptions, and conclusions of the analysis described above. The report will contain all models, mapping, criteria data, exhibits, and results in conformance with the TxDOT Hydraulic Manual and requirements of the HCRMA. Individual reports or memorandums to the drainage and irrigation districts are not included in this scope of services.

F. H&H Report for the Banker Floodway Bridge

The Engineer will prepare a separate H&H Report for the bridge opening proposed to span the Banker Floodway. This report will conform to the requirements of the International Boundary & Water Commission (IBWC), as well as the HCRMA and TxDOT Hydraulic Manual criteria. This

report will be incorporated into the comprehensive Drainage Report as an appendix. The report tasks include the following:

1) The Engineer will obtain the current IBWC floodway model and criteria required by the IBWC for the crossing impacts. This scope assumes the IBWC will provide an existing conditions model and all discharges necessary to perform the hydraulic analysis.
2) The Engineer will develop a proposed conditions model using the IBWC model as the basis of comparison. The proposed bridge structure, including all abutments, piers and foundation designs to be located in the floodway.
3) The Engineer may need to develop a pre-project model by supplementing the IBWC model with addition or revised cross sections, as necessary to properly model the proposed bridge. Additional cross section will be developed from survey or topographic data provided by the HCRMA and segment Engineers.
4) The Engineer will model the proposed bridge opening and compare results with the existing and pre-project models. It is understood that there can be major impacts to water surface elevations or velocities within the existing floodway.
5) If impacts are determined, the Engineer will model possible mitigation alternatives to mitigate the impacts. These mitigation alternatives will be provided to the IBWC and HCRMA for review and approval of a preferred alternative. This scope does not include the preparation of detail design plans for mitigation alternative.
6) The Engineer will perform a scour analysis of the proposed bridge abutments and piers and make recommendations for erosion control measures to the design engineers. The Engineer will be provided (by others) all necessary geotechnical information to perform the HEC-18 Scour Analysis.
7) The Engineer will incorporate all analysis, results, and conclusions into a detailed H&H report to be reviewed by the IBWC and HCRMA.
8) The Engineer will prepare and provide permit documentation for the HCRMA use. Permitting efforts of the new floodway bridge through the IBWC will be provided by the HCRMA.
9) Engineer will prepare sealed 11”x17” large drainage area map layouts for all other segments under the hydraulic and hydrologic report.

161.2. **Culvert and Storm Drain Design**. The Engineer shall develop design details that minimize the interference with the passage of traffic or incur damage to the highway and local property. The Engineer shall provide layouts, drainage area maps, and design of all drainage components. The Engineer shall design all conventional storm drainage and cross drainage in conformance with the latest edition of TxDOT’s Hydraulic Manual, District’s criteria, and any specific guidance provided by the HCRMA. Storm drain design shall be performed using GEOPAK Drainage. Cross drainage design shall be performed using, HY 8 or HEC RAS. The Engineer shall coordinate with the HCRMA to check that all proposed drainage systems accommodate the proposed construction phasing plan.

The Engineer shall perform the following:

1. Prepare culvert cross sections. (The Engineer should list station locations)
2. Identify areas requiring trench protection, excavation, shoring and de-watering.
3. Prepare drainage area maps.
4. If applicable, prepare plan/profile sheets for storm drain systems and drainage swales.

5. Select standard details from HCRMA, TxDOT or District's list of standards for items such as inlets, manholes, junction boxes and end treatment, etc.
6. Prepare details for non-standard inlets, manholes and junction boxes.
7. Prepare drainage details for outlet protection, outlet structures and utility accommodation structures.
8. Identify pipe strength requirements.
9. Prepare drainage facility quantity summaries.
10. Identify potential utility conflicts and design around them, wherever possible.
11. Take into consideration pedestrian facilities, utility impacts, driveway grades, retaining wall and concrete traffic barrier drainage impacts.
12. Identify existing ground elevation profiles at the ROW lines on storm sewer plan and profile sheets.

161.3. **Temporary Drainage Facilities**. The Engineer shall develop plans for all temporary drainage facilities necessary to allow staged construction of the project without significant impact to the hydraulic capacity of the area. Drainage area maps are not required for temporary drainage.

161.4. **Layout, Structural Design and Detailing of Drainage & Irrigation Features.**

The Engineer shall develop layouts for the following:

1. Culverts: New culverts; culvert replacements.
2. Storm Sewers: New or modified storm sewers; inlets; manholes; trunk lines. **(This item is not included in ENGINEER's Scope.)**
3. Subsurface drainage at retaining walls.
4. Drainage swales within existing ROW.
5. Linear Detention swales within right of way.

The Engineer shall use standard details where practical.

FC 162 – Signing, Pavement Markings and Signalization (Permanent)

162.1. **Signing.** The Engineer shall prepare drawings, specifications and details for all signs. The Engineer shall coordinate with the HCRMA for overall temporary, interim and final signing strategies and placement of signs outside contract limits. The Engineer shall:

- Prepare sign detail sheets for large guide signs showing dimensions, lettering, shields, borders, corner radii, etc., and shall provide a summary of large and small signs.
- Designate the shields to be attached to guide signs.
- Illustrate and number the proposed signs on plan sheets.
- Select each sign foundation from TxDOT Standards.

162.2. **Pavement Marking**. The Engineer shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The Engineer shall coordinate with the HCRMA for overall temporary, interim, and final pavement marking strategies. The Engineer shall select Pavement markings from the latest TxDOT standards.

The Engineer shall provide the following information on sign/pavement marking layouts:

- Roadway layout.
- Center line with station numbering.
- Designation of arrow used on exit direction signs.
- Culverts and other structures that present a hazard to traffic.
- Location of utilities.
- Existing signs to remain, to be removed, or to be relocated.
- Proposed signs (illustrated, numbered and size).
- Proposed overhead sign bridges to remain, to be revised, removed or relocated.
- Proposed overhead sign bridges, indicating location by plan.
- Proposed markings (illustrated and quantified) which include pavement markings, object markers and delineation.
- Quantities of existing pavement markings to be removed.
- Proposed delineators and object markers.
- The location of interchanges, mainlanes, grade separations, frontage roads and ramps.
- The number of lanes in each section of proposed highway and the location of changes in numbers of lanes.
- Right-of-way limits.
- Direction of traffic flow on all roadways.

162.3. Traffic Signals/Flashing Beacons. **(This task is not included in Engineer's Scope.)** Based upon the results of the Traffic Warrant Studies, the Engineer shall identify and prepare Traffic Signal (Flashing Beacon). The Engineer shall confirm the power source for the flashing beacons and coordinate with the appropriate utility agency. Traffic Signal (Flashing Beacon) Plans shall be signed and sealed by a Texas Registered Professional Engineer. The Engineer shall develop all quantities, general notes, specifications and incorporate the appropriate agency standards required to complete construction. Flashing beacon poles, fixtures, signs, and lighting shall be designed per the Green Ribbon Report recommendations and standards.

FC 163 – Miscellaneous (Roadway)

The Engineer shall provide the following services:

163.1. Retaining Walls and Miscellaneous Structures. The Engineer shall develop each retaining wall design and determine the location of each soil boring needed for the foundation design of each retaining wall in accordance with the *Geotechnical Manual*. The Engineer shall incorporate all necessary information from above referenced manual and respective checklists into the retaining wall layouts.

The approximate limits of each retaining wall shall be based on Station or length. The Engineer shall notify the HCRMA the type of retaining walls that will be used for Fill locations. Retaining wall types shall include:

- Mechanically Stabilized Earth (MSE) Walls. The Engineer shall prepare the retaining wall layouts showing plan and profile for retaining walls for design by a HCRMA approved vendor. The Engineer is responsible for design of geometry and wall stability.

The Engineer shall incorporate a slope of 4:1 or flatter from the existing and finished ground line elevation to the face of the retaining wall.

- Temporary MSE Walls.

The Engineer shall provide layouts (scale 1"=100'), elevations, quantity estimate, summary of quantities, typical cross sections and structural details of all retaining walls within the project. Approximate lengths of the permanent retaining walls are shown on the schematic. The Engineer shall determine if any additional walls are required and verify the need for and length of the retaining walls as shown on the schematic.

If applicable, architectural standard drawings will be provided by the HCRMA and shall be incorporated into design details. The specific requirements for each item are as follows:

1. Layout Plan
   (a) Designation of reference line
   (b) Beginning and ending retaining wall stations
   (c) Offset from reference line
   (d) Horizontal curve data
   (e) Total length of wall
   (f) Indicate face of wall
   (g) All wall dimensions and alignment relations (alignment data as necessary)
   (h) Soil boring locations
   (i) Drainage, signing, lighting, etc. that is mounted on or passing through the wall.
   (j) Subsurface drainage structures or utilities which could be impacted by wall construction.

2. Elevation:
   (a) Top of wall elevations
   (b) Existing and finished ground line elevations
   (c) Vertical limits of measurement for payment
   (d) Type, limits and anchorage details of railing (only if Traffic Railing foundation standard is not being used on this project)
   (e) Top and bottom of wall profiles plotted at correct station & elevation.
   (f) Underdrains
   (g) Any soil improvement, if applicable.
   (h) Drainage, signing, lighting etc. as noted above
   (i) Drainage structures and utilities as noted above

3. Sectional View:
   (a) Reinforced volume
   (b) Underdrain location
   (c) Soil improvements, if applicable.

4. General Guidelines for Retaining Walls
   (a) The Engineer shall perform design calculations to check the external stability of the walls including slope stability, bearing, sliding and overturning and detail drawings in accordance with the standard requirements of the HCRMA.

(b) For retaining wall submittals, the Engineer shall look at TxDOT's Bridge Division website for current requirements.

163.2. Traffic Control Plan, Detours, Sequence of Construction. The Engineer shall prepare Traffic Control Plans (TCP) for the project. The Engineer is to complete Form 2229-Significant Project Procedures along with Page 4 of Form 1002, specifically titled Accelerated Construction Procedures. A detailed TCP shall be developed in accordance with the latest edition of the TMUTCD. The Engineer is to implement the current Barricade and Construction (BC) standards as applicable.

1. The Engineer shall provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, etc.) to be used to handle traffic during each construction sequence. The Engineer shall show proposed traffic control devices at grade intersections during each construction phase (stop signs, flagperson, signals, etc.). The Engineer shall show temporary roadways, ramps, structures and detours required to maintain lane continuity throughout the construction phasing. If temporary retaining walls are required, show the limits on the applicable TCP.
2. Coordinate with the HCRMA in scheduling a Traffic Control Workshop and submittal of the TCP for approval. Prior to the 30% submittal the Engineer shall assist the HCRMA in coordinating mitigation of impacts to emergency vehicles, pedestrians, and bicyclists.
3. Develop each TCP to provide continuous, safe access to each adjacent property during all phases of construction and to preserve existing access. The Engineer shall notify the HCRMA in the event existing access must be eliminated, and must receive approval from the HCRMA prior to any elimination of existing access.
4. Design temporary drainage to replace existing drainage disturbed by construction activities or to drain detour pavement. The Engineer shall show horizontal and vertical location of culverts and required cross sectional area of culverts.
5. Prepare each TCP in coordination with the HCRMA. The TCP shall include interim signing for every phase of construction. Interim signing shall include regulatory, warning, construction, route, and guide signs.
6. Maintain continuous access to abutting properties during all phases of the TCP. The Engineer shall develop a list of each abutting property along its alignment. The Engineer shall prepare exhibits for and attend meetings with the public, as requested by the HCRMA.
7. Make every effort to prevent detours and utility relocations from extending beyond the proposed Right-of-way lines. If it is necessary to obtain additional permanent or temporary easements and Right-of-Entry, the Engineer shall notify the HCRMA in writing of the need and justification for such action. The Engineer shall identify and coordinate with all utility companies for relocations required.
8. Describe the type of work to be performed for each phase or sequence of construction and any special instructions (e.g. storm sewer, culverts, bridges, railing, illumination, flashing beacons, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
9. Include the work limits, the location of channelizing devices, positive barrier, location and direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of construction.

10. Delineate areas of wetlands on traffic control plans.

163.3. Illumination. (This task is not included in Engineer's Scope.)

The Engineer shall refer to TxDOT's *Highway Illumination Manual* and other deemed necessary State approved manuals for design of safety lighting and underpass lighting. The Engineer shall include safety lighting as part of the design on the flashing beacons. The Engineer shall provide a preliminary layout for initial review and approval by the State. The Engineer shall prepare circuit wiring diagrams showing the number of luminaires on each circuit, electrical conductors, length of runs, and service pole assemblies. Underpass lighting shall be used on all roadway overpass structures within the project. The Engineer shall integrate existing illumination within the project limits into the proposed design. The Engineer shall coordinate with the State to determine the location of proposed safety and underpass lighting.

163.4. StormWater Pollution Prevention Plans (SW3P). The Engineer shall develop SW3P, on separate sheets from (but in conformance with) the TCP, to minimize potential impact to receiving waterways. The SW3P shall include text describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control.

163.5. Compute and Tabulate Quantities. The Engineer shall provide the summaries and quantities within all formal submittals.

163.6. Miscellaneous Structural Details. The Engineer shall provide necessary details required to supplement standard details.

163.7. Estimate. The Engineer shall independently develop and report quantities necessary to construct contract in standard HCRMA bid format at the specified milestones and Final PS&E submittals. The Engineer shall prepare and input each construction estimate using excel format at the 30%, 60%, 90% and Final PS&E submittals.

163.8. Specifications and General Notes. The Engineer shall identify necessary standard specifications, special specifications, special provisions and the appropriate reference items. The Engineer shall prepare General Notes from the District's *Master List of General Notes*, Special Specifications and Special Provisions for inclusion in the plans and bidding documents. The Engineer shall provide General Notes, Special Specifications and Special Provisions in the required format.

FC 170 – Bridge Design

170.1. Bridge Layout. The Engineer shall prepare the bridge layout plan sheets. The Engineer shall determine and coordinate with the HCRMA the location of each soil boring needed for foundation design in accordance with the *Geotechnical Manual*.

The Engineer shall submit each bridge layout early in the plan preparation process to obtain approval from the HCRMA. The Engineer shall comply with all relevant sections of the latest edition of the TxDOT's LRFD Bridge Design Manual, Bridge Project Development Manual, Bridge Detailing Manual, and AASHTO LRFD Bridge Design Specifications and respective checklists. Each bridge layout sheet shall include bridge typical sections, structural dimensions, abutment locations, superstructure and substructure types. The Engineer shall locate and plot all

soil borings and utilities, show proposed retaining walls, and, for staged construction, indicate limits of proposed bridge construction within each construction phase.

170.2. **Bridge Detail Summary.** The Engineer shall prepare bridge quantities, estimates and specifications in accordance to the above-listed manuals.

170.3. **Bridge Structural Details.** The Engineer shall prepare each structural design and develop detailed structural drawings of all required details in compliance with above-listed manuals.

Additionally, the Engineer shall perform the following tasks:

- Perform calculations for design of bridge abutments.
- Perform calculations for bridge slab design.
- Perform calculations to determine elevations of bridge substructure and super structure elements.
- Prepare necessary foundation details and plan sheets.
- Prepare plan sheets for abutment design.
- Prepare plan sheets for additional abutment details.
- Prepare framing plan and slab plan sheets.
- Compute and prepare tables for slab and bearing seat elevations, dead load deflections, etc.
- Design beams and prepare beam design tables.
- Prepare Bridge Summary Sheet.

Deliverables

Plans

The Engineer shall provide the following information at each submittal:

1. 30% Plans Submittal

    1.1. 2 sets of 11" x 17" plan sheets for the HCRMA Review.
    1.2. Estimate of construction cost.
    1.3. DSR Form 1002.
    1.4. TxDOT PS&E checklist
    1.5. HCRMA Bridge Review (2 sets of Bridge Layouts)

2. 60% Plans Submittal:

    2.1. 2 sets of 11" x 17" plan sets for the HCRMA review.
    2.2. Estimate of construction cost.
    2.3. 1 set of a roll format TCP phasing layouts, 1 .pdf of plans sheets for TCP concept, and significant project procedures form (State Form 2229) to present to the DSRT for the HCRMA review.
    2.4. TxDOT PS&E checklist

3. HCRMA Review Submittal (90%):

    3.1. 2 sets of 11" x 17" plan sheets for the HCRMA review.
    3.2. List of governing Specifications and Special Provisions.
    3.3. Marked up general notes.
    3.4. Plans estimate.
    3.5. New Special Specifications and Special Provisions with Form 1814, if applicable.
    3.6. Triple Zero Special Provisions.
    3.7. Engineer sign, seal and date supplemental sheets (8 ½" x 11").
    3.8. Contract time determination summary.
    3.9. Significant project procedures form.
    3.10. Right-of-Way and utilities certification.
    3.11. Temporary road closure letters.
    3.12. Construction speed zone request.
    3.13. Engineer's internal QA/QC marked-up set.
    3.14. Other supporting documents.
    3.15. TxDOT PS&E checklist

4. Final submittal (100%).

    4.1. Address HRMCA Review Comments.

4.2. Mylar set (1 copy) and electronic copy.
4.3. Revised supporting documents from 95% review.
4.4. TxDOT PS&E checklist

Electronic Copies

The Engineer shall furnish the HCRMA with the final plans.

The Engineer shall also provide separate CD/DVD containing cross section information (in dgn, XLR & ASCII formats) for the contractor's use.

Microsoft Project file or the latest scheduling program used by the HCRMA for construction time estimate.

Calculations

The Engineer shall provide a 3-ring binder with all quantity and non-structural design calculations.

Provide a bound copy of all engineering calculations, analysis, input calculations, quantities, geometric designs (GEOPAK GPK files), etc. relating to the project's structural elements. Project structural elements include, but are not limited to: bridges, retaining walls, overhead sign foundations, non-standard culverts, custom headwalls and drainage appurtenances.

Provide working copies of all spreadsheets and output from any programs.

ATTACHMENT D

WORK AUTHORIZATION

ATTACHMENT D-1

WORK AUTHORIZATION NO. ____
AGREEMENT FOR ENGINEERING SERVICES

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

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

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

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

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

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under "Article V of that certain Professional Services Agreement for Engineering / Design Services Segment 0011.

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

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

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

ATTACHMENT D-2

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

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

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

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

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

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	**(Date)**

ATTACHMENT E

FEE SCHEDULE

HALFF ASSOCIATES, INC.

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 350+00 To Sta 557+00
HALFF ASSOCIATES, INC

NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	PROPOSED HRS PER SHT	ACTUAL HRS PER SHT	Principal	Project Manager	Senior Engineer	Project Engineer	EIT	SR CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
		FC 145 - PROJECT MANAGEMENT (FC 160 TO FC 190) (PS&E SERVICES) (7 MONTHS)											
		PREPARE/MANAGE WORK AUTHORIZATIONS (PS&E DEVELOPMENT) (INCLUDING RECORD KEEPING, FILING, ADMINISTRATION, ETC) AND OVERALL QA/QC			16	80	16				60	172	$ 28,649.76
		SCHEDULE & ATTEND WORK AUTHORIZATION DEVELOPMENT MEETINGS **(4 MEETINGS)**			16	16	16				24	72	$ 11,801.28
		COORDINATION/PREPARE SUB WORK AUTHORIZATIONS/MANAGE SUBCONSULTANTS			10	24	8				24	66	$ 10,772.24
		PREPARATION OF INVOICES AND PROGRESS REPORTS (TOTAL = 7 EA)			10	40	16				68	134	$ 18,566.32
		SCHEDULE & ATTEND PRE-DESIGN MEETING & PREPARE MINUTES (TOTAL= 1)			8	8	8				4	28	$ 5,409.44
		SCHEDULE & ATTEND TRAF SAFETY REVIEW MEETING AND PREPARE MEETINGS (TOTAL= 1)				8	8				4	20	$ 3,508.32
		SCHEDULE, ATTEND AND PREPARE MINUTES FOR **7 MONTHLY** PROGRESS MEETINGS **(2 HRS)**			6	24	24	24	10	12	18	118	$ 17,971.10
		RESEARCH / REVIEW EXISTING PLANS & DATA										0	$ -
		PREPARE PROJECT SCHEDULE (UPDATE **MONTHLY 7 EA**)				18	10	12			12	52	$ 8,423.84
		MONITOR SUB-PROVIDER'S SCHEDULES ON A MONTHLY BASIS			8	24						32	$ 7,390.40
		PREPARE & ASSEMBLE PRELIMINARY COST ESTIMATES (1 @ 60% AND 1 @ 100%)				10	16	40	24			90	$ 13,290.00
		CONDUCT SITE VISIT OF PROJECT AREA (4 SITE VISITS 2 Roadway 2 Hydraulics)				8	32	32	32			104	$ 15,248.32
		PREPARE 30% SUBMITTAL				4	4	12	12	24	4	60	$ 7,108.36
		QC/QA - OVERALL 30% SUBMITTAL				8	40				1	49	$ 9,055.96
		PREPARE 60% SUBMITTAL				4	4	12	12	24	4	60	$ 7,108.36
		QC/QA - OVERALL 60% SUBMITTAL				40	80				1	121	$ 23,539.80
		PREPARE 90% SUBMITTAL				4	4	12	12	24	4	60	$ 7,108.36
		QC/QA - OVERALL 90% SUBMITTAL				40	80				1	121	$ 23,539.80
		PREPARE 100% SUBMITTAL				4	4	12	12	24	4	60	$ 7,108.36
		QC/QA - OVERALL 100% SUBMITTAL				8	40				1	49	$ 9,055.96
		ORGANIZE AND DOWNLOAD ELECTRONIC FILE DELIVERABLES				2		8	20	20	2	52	$ 5,562.96
		ASSIST HCRMA IN DEVELOPMENT OF CPM SCHEDULE				16	40	0	0		0	56	$ 10,824.32
		SUB-TOTAL - FC 145 - PROJECT MANAGEMENT (FC 160 TO FC 190) (PS&E SERVICES) (7 MONTHS)			**74**	**390**	**450**	**164**	**134**	**128**	**236**	**1576**	**$ 251,043.26**
		0 - FC 150 - FIELD SURVEY											
		COORDINATION AND DEVELOPMENT OF SURVEY				20		40				60	$ 10,504.00
		COORDINATION AND DEVELOPMENT OF SURVEY FOR UTILITIES				8		18				26	$ 4,498.08
		SUB-TOTAL - 0 - FC 150 - FIELD SURVEY			**0**	**28**	**0**	**58**	**0**	**0**	**0**	**86**	**$ 15,002.08**

HALFF ASSOCIATES, INC.

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 350+00 To Sta 557+00
HALFF ASSOCIATES, INC

		I. GENERAL											
		FC 163 - MISCELLANEOUS (ROADWAY)											
1	1	TITLE SHEET	**24**	**28**			4	4	16	4		28	$ 3,172.44
4	2 - 5	4 - INDEX OF SHEETS	**20**	**19**		1	4	12	12	48		77	$ 8,525.48
2	6 - 7	2 - PROJECT LAYOUT (60 STA/SHEET-DBLE BANKED)	**20**	**20**		2	4	10	12	12		40	$ 4,934.40
10	8 - 17	10 - EXISTING & PROPOSED TYPICAL SECTIONS	**10**	**11**		2	8	40		64		114	$ 14,083.68
30	18 - 47	30 - GENERAL NOTES & SPECIFICATION DATA	**4**	**5**		2	2	40	80	40		164	$ 18,017.68
2	48 - 49	2 - ESTIMATE & QUANTITY SHEETS	**20**	**20**		2	2	8	14	14		40	$ 4,659.36
2	50 - 51	2 - SUMMARY OF TRAFFIC CONTROL QUANTITIES	**20**	**21**		1		8	16	16		41	$ 4,452.08
2	52 - 53	2 - SUMMARY OF ROADWAY QUANTITIES	**20**	**21**		1		8	20	12		41	$ 4,428.48
2	54 - 55	2 - SUMMARY OF RETAINING WALL QUANTITIES	**20**	**21**		1		12	20	8		41	$ 4,629.96
2	56 - 57	2 - DRIVEWAY SUMMARY & TYPICAL LAYOUT SHEET (10 DRIVEWAYS)	**20**	**21**		2	4	4	8	24		42	$ 4,851.52
0	58 - 57	0 - SUMMARY OF CULVERT QUANTITIES	**20**									0	$ -
0	58 - 57	0 - SUMMARY OF STORM SEWER QUANTITIES	**20**									0	$ -
1	58 - 58	1- SUMMARY OF BRIDGES	**20**			1		8	8	4		21	$ 2,541.88
0	59 - 58	0 - SUMMARY OF ILLUMINATION QUANTITIES (TO BE DETERMINED)	**20**									0	$ -
0	59 - 58	0 - SUMMARY OF TRAFFIC SIGNAL QUANTITIES (TO BE DETERMINED)	**20**									0	$ -
0	59 - 58	0 - SUMMARY OF EARTHWORK QUANTITIES	**20**									0	$ -
0	59 - 58	0 - SUMMARY OF SMALL SIGNS	**20**									0	$ -
0	59 - 58	0 - SUMMARY OF PAVEMENT MARKINGS	**20**									0	$ -
0	59 - 58	0 - SUMMARY OF DELINEATION & OBJ MRKR QUANTITIES	**20**									0	$ -
0	59 - 58	0 - SUMMARY OF SW3P (EROSION CONTROL)	**20**									0	$ -
0	59 - 58	0- SUMMARY OF REMOVAL ITEMS	**20**									0	$ -
0	59 - 58	**II. TRAFFIC CONTROL PLANS (TCP)**										0	$ -
2	59 - 60	2 - SEQUENCE OF CONSTRUCTION NARRATIVE	**10**	**11**		2	4		12	4		22	$ 2,669.04
6	61 - 66	6 - TRAFFIC CONTROL PLAN TYPICAL SECTIONS (1:100)	**20**	**20**		2	8	48	24	40		122	$ 15,128.00
2	67 - 68	2 - TRAFFIC CONTROL PLAN GENERAL NOTES	**4**	**5**			1	2	2	4		9	$ 1,051.02
8	69 - 76	8 - TCP ADVANCE WARNING SIGNS	**10**	**8**		4		18	35	7		64	$ 7,487.24
40	77 - 116	40 - TRAFFIC CONTROL PLAN - PHASE LAYOUTS - 2 PHASES (1:100)	**20**	**21**		10	70	200	248	304		832	$ 97,034.64
0	117 - 116	0 - TEMPORARY TRAFFIC SIGNALS AND ILLUMINATION (TO BE DETERMINED)	**20**									0	$ -
0	117 - 116	0 - TCP CROSS SECTIONS ROLL PLOT					8	8	24	80		120	$ 12,655.76

HALFF ASSOCIATES, INC.

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 350+00 To Sta 557+00
HALFF ASSOCIATES, INC

0	117 - 116	0 - STANDARDS						14	35	106		155	$ 15,668.53
0	117 - 116	0 - BC 1 THRU 12	2									0	$ -
1	117 - 117	1-WZ (TD)-03	2	24				12		12		24	$ 2,953.32
1	118 - 118	1-WZ (STPM)-03	2	2				1		1		2	$ 246.11
1	119 - 119	1-WZ (UL)-03	2	2				1		1		2	$ 246.11
1	120 - 120	1-WZ I(DERD)-03	2	2				1		1		2	$ 246.11
1	121 - 121	1-WZ (BTS-1)-03	2	2				1		1		2	$ 246.11
1	122 - 122	1-WZ (BTS-2)-03	2	2				1		1		2	$ 246.11
1	123 - 123	1-WZ (BRK)-03	2	2				1		1		2	$ 246.11
1	124 - 124	1-TCP (2-1)-98	2	2				1		1		2	$ 246.11
1	125 - 125	1-TCP (2-3)-03	2	2				1		1		2	$ 246.11
1	126 - 126	1-TCP (2-5)-03	2	2				1		1		2	$ 246.11
1	127 - 127	1-TCP (2-6)-98	2	2				1		1		2	$ 246.11
3	128 - 130	3 - TCP (3-1) THRU (3-3)-98	2	1				1		1		2	$ 246.11
1	131 - 131	1-TCP (7-1)-98	2	2				1		1		2	$ 246.11
131		**SUB-TOTAL - FC 163 - MISCELLANEOUS (ROADWAY)**			**0**	**33**	**119**	**468**	**586**	**815**	**0**	**2021**	**$ 231,897.83**
		III. ROADWAY DETAILS											
0	132 - 131	**FC 160 - ROADWAY DESIGN CONTROLS**											
4	132 - 135	4 - HORIZONTAL ALIGNMENT DATA SHEETS	10	10		2	4	10	12	12		40	$ 4,934.40
0	136 - 135	0 - BENCHMARK DATA SHEETS:											
8	136 - 143	8 - SURVEY CONTROL INDEX OF SHEETS (PROCESS ONLY - TO BE DONE BY SURVEYOR)		2			2	2	4	4		12	$ 1,414.08
6	144 - 149	6 - HORIZONTAL AND VERTICAL CONTROL DATA SHEETS (PROCESS ONLY - TO BE DONE BY SURVEYOR)		2			2	2	4	4		12	$ 1,414.08
0	150 - 149	0 - REMOVAL PLAN	20									0	$ -
0	150 - 149	0 - PLAN AND PROFILE											
21	150 - 170	21 - ROADWAY P & P SHEETS - EB & WB (STA 350+00 TO STA 557+00) MAIN LANES TOGETHER	30	30		24	55	74	184	300		637	$ 72,594.12
16	171 - 186	16-ROADWAY P&P SHEETS - EB FRONTAGE ROAD (STA 350 TO 509)	30	31		16	32	55	196	196		495	$ 54,753.20
16	187 - 202	16-ROADWAY P&P SHEETS - WB FRONTAGE ROAD (STA 350 TO 509)	30	31		16	32	55	196	196		495	$ 54,753.20
7	203 - 209	7-ROADWAY P&P SHEETS - WB FRONTAGE ROAD (STA 546 TO 615)	30	31		8	14	24	84	86		216	$ 24,037.50
2	210 - 211	2 - ROADWAY P & P SHEETS - EB RAMP 3	25	30	0	2	2	4	12	40		60	$ 6,427.08
2	212 - 213	2 - ROADWAY P & P SHEETS - EB RAMP 4	25	30	0	2	2	4	12	40		60	$ 6,427.08
2	214 - 215	2 - ROADWAY P & P SHEETS - EB RAMP 5	25	30	0	2	2	4	12	40		60	$ 6,427.08

HALFF ASSOCIATES, INC.

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 350+00 To Sta 557+00
HALFF ASSOCIATES, INC

2	216 - 217	2 - ROADWAY P & P SHEETS - WB RAMP 3	**25**	**30**	0	2	2	4	12	40		60	$ 6,427.08
2	218 - 219	2 - ROADWAY P & P SHEETS - WB RAMP 4	**25**	**30**	0	2	2	4	12	40		60	$ 6,427.08
2	220 - 221	2 - ROADWAY P & P SHEETS - WB RAMP 5	**25**	**30**	0	2	2	4	12	40		60	$ 6,427.08
4	222 - 225	4 - ROADWAY P & P SHEETS - FM 907 (ALAMO ROAD)	**25**	**29**	0	4	8	16	40	48		116	$ 13,096.24
0	226 - 225	0 - ROADWAY P & P SHEETS - (TOWER ROAD)	**25**		0	0	0	0	0	0		0	$ -
2	226 - 227	2 - ROADWAY P & P SHEETS - (BORDER ROAD)	**25**	**31**	0	4	4	6	16	32		62	$ 7,124.16
2	228 - 229	2 - MISCELLANEOUS ROADWAY DETAILS	**20**	**42**			4	8	32	40		84	$ 8,760.24
2	230 - 231	2 - MISCELLANEOUS ROADWAY STRUCTURAL DETAILS	**20**	**26**			4	8	16	24		52	$ 5,722.80
0	232 - 231	0 - STANDARDS		**0**									
1	232	CCCG-01	**2**	**2**				1		1		2	$ 246.11
1	233	CRCP (1)-09	**2**	**2**				1		1		2	$ 246.11
1	234	TA (CP)-99	**2**	**2**				1		1		2	$ 246.11
1	235	JS-94	**2**	**2**				1		1		2	$ 246.11
1	236	GF(31)-11	**2**	**2**				1		1		2	$ 246.11
1	237	GF(31)DAT-11	**2**	**2**				1		1		2	$ 246.11
1	238	GF(31)LS-11	**2**	**2**				1		1		2	$ 246.11
1	239	GF(31)TR-11	**2**	**2**				1		1		2	$ 246.11
1	240	GF(31)T101-13	**2**	**2**				1		1		2	$ 246.11
1	241	SGT 7-09	**2**	**2**				1		1		2	$ 246.11
1	242	SGT 8-09	**2**	**2**				1		1		2	$ 246.11
1	243	BED-09	**2**	**2**				1		1		2	$ 246.11
1	244	SSCB (1)-99	**2**	**2**				1		1		2	$ 246.11
1	245	SSCB (2)-00A	**2**	**2**				1		1		2	$ 246.11
1	246	SSCB (3)-02	**2**	**2**				1		1		2	$ 246.11
1	247	TRACC (N)-05	**2**	**2**				1		1		2	$ 246.11
1	248	REACT (N)-05	**2**	**2**				1		1		2	$ 246.11
1	249	QUAD (N)-99	**2**	**2**				1		1		2	$ 246.11
1	250	TE(HMAC)-11	**2**	**2**				1		1		2	$ 246.11
4	251 - 254	4 - RS(1)-10	**2**	**1**				1		1		2	$ 246.11
123		**SUB-TOTAL - 0 - FC 160 - ROADWAY DESIGN CONTROLS**			**0**	**86**	**173**	**304**	**856**	**1202**	**0**	**2621**	**$ 292,088.70**
		0 - IV. WALL DETAILS											

HALFF ASSOCIATES, INC.

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 350+00 To Sta 557+00
HALFF ASSOCIATES, INC

0	255 - 254	**FC 163 - MISCELLANEOUS - RETAINING WALL**											
14	255 - 268	14 - PREPARE RETAINING WALL PLAN AND PROFILE SHEETS	**30**	**30**		28	34	70	76	212		420	$ 50,609.20
2	269 - 270	2 - PREPARE RETAINING WALL MISCELLANEOUS DETAILS	**20**	**20**			4	8	12	16		40	$ 4,571.96
6	271 - 276	6 - BORING LOGS	**9**	**9**			12		24	18		54	$ 6,118.38
0	277 - 276	0 - STANDARDS											
1	277	RW (MSE)	**2**	**2**				1		1		2	$ 246.11
1	278	RW (TRF)	**2**	**2**				1		1		2	$ 246.11
1	279	RW (TEW)	**2**	**2**				1		1		2	$ 246.11
1	280	EMRW-94	**2**	**2**				1		1		2	$ 246.11
26		**SUB-TOTAL - 0 - FC 163 - MISCELLANEOUS - RETAINING WALL**			**0**	**28**	**50**	**82**	**112**	**250**	**0**	**522**	**$ 62,283.98**
		V. ROADWAY DRAINAGE DETAILS											
		FC 161 - ROADWAY DRAINAGE											
0	281 - 280	0 - DATA COLLECTION/REVIEW DATA										0	$ -
0	281 - 280	0 - FIELD TRIP TO VERIFY EXISTING CONDITIONS (TWO TRIPS)										0	$ -
0	281 - 280	0 - PREPARE LARGE AND SMALL DRAINAGE AREA MAPS:	**20**									0	$ -
0	281 - 280	0 - HYDROLOGY CALCULATIONS (STORM SEWER, CULVERTS, DITCHES):	**10**									0	$ -
0	281 - 280	0 - HYDRAULIC COMPUTATIONS SHEETS (STORM SEWER, CULVERTS, DITCHES):	**10**									0	$ -
0	281 - 280	0 - STORM SEWER P&P SHEETS	**20**									0	$ -
0	281 - 280	0 - CULVERT LAYOUT SHEETS	**20**									0	$ -
0	281 - 280	0 - UTILITIES & DRAINAGE P & P SHEETS (STORM SEWER & DITCHES)	**10**									0	$ -
0	281 - 280	0 - PREPARE MISCELLANEOUS DETAILS	**20**									0	$ -
0	281 - 280	0 - Prepare 10, 50, and 100yr Water Surface Profiles (Culverts)	**20**									0	$ -
0	281 - 280	0 - PREPARE IRRIGATION LAYOUTS	**20**									0	$ -
0	281 - 280	0 - MISCELLANEOUS DRAINAGE STRUCTURAL DETAILS	**20**									0	$ -
0	281 - 280	0 - PREPARE STANDARDS	**2**									0	$ -
0	281 - 280	0 - Emergency Action Plan For IBWC				0	0	0	0	0		0	$ -
0	281 - 280	**Drainage Report**										0	$ -
0	281 - 280	0 - Develop proposed water surface elevations											$ -
0	281 - 280	0 - Update Drainage Area computations to reflect proposed condition flow rates											$ -
0	281 - 280	0 - Update Hydraulics Analysis of Outfalls & Creeks (HEC-RAS) (Proposed Flowrates)											$ -
0	281 - 280	0 - Update Hydraulics Analysis of Bridge Class Structures (8 structures) (HEC-RAS) (Proposed Flowrates)											$ -

HALFF ASSOCIATES, INC.

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 350+00 To Sta 557+00
HALFF ASSOCIATES, INC

0	281 - 280	0 - Update Hydraulic Analysis of Parallel and Cross Culverts (Proposed Flow Rates)											$ -
0	281 - 280	0 - Update Hydraulic Analysis of Ditches (Proposed Flowrates)											$ -
0	281 - 280	0 - Determine WSE at bayous, creeks for 2, 5, 10, 25, 50, 100 and 500-Year											$ -
0	281 - 280	0 - Plot WSE on an overall view of the roadway/existing ground elevations to develop design roadway profiles											$ -
0	281 - 280	0 - Update storage/detention computations to reflect proposed conditions flow rates											$ -
0	281 - 280	0 - Prepare conceptual 100 year sheet flow analysis for existing and proposed conditions											$ -
0	281 - 280	0 - Recommend detention pond sizing for flow impact mitigation											$ -
0	281 - 280	0 - Prepare Final Drainage Report											$ -
0	281 - 280	0 - DATA COLLECTION OF DATA FOR OUTFALLS				2	8	20	20			50	$ 6,694.60
0		0 - EVALUATE OUTFALLS AND COORDINATE WITH DRAINAGE AND IRRIGATION DISTRICTS (23 OUTFALLS)				4	8	40	50			102	$ 12,875.94
0	281 - 280	0 - PERFORM HYDROLOGIC ANALYSIS OF EXISTING OUTFALLS (ASSUME 17, NON IRRIGATION OUTFALLS)				4	24	120	160			308	$ 37,717.76
0	281 - 280	0 - H&H ANALYSIS AND DESGIN OF CROSSING CULVERTS (21 CULVERTS)				4	24	120	160			308	$ 37,717.76
0	281 - 280	0 - HYDRAULIC ANALYSIS AND DESIGN OF CHANNELS (7 OFF-SITE AND 2 INTERNAL)				4	16	60	120			200	$ 23,711.60
0	281 - 280	0 - EVALUATE PROPOSED STORM SEWER DESIGNS TO NEED OF DETENTION AT OUTFALLS				4	16	80	120			220	$ 26,676.40
0	281 - 280	0 - PERFORM HYDROLOGIC ANALYSIS TO DETERMINE DETENTION VOLUME REQUIREMENTS				4	24	80	180			288	$ 33,627.56
0	281 - 280	0 - COORDINATE WITH SEGMENT ENGINEERS ON DETENTION DESIGNS IN ROW				8	12	20	40			80	$ 10,622.80
0	281 - 280	0 - COORDINATE WITH DRAINAGE AND IRRIGATION DISTRICTS ON OFF-SITE DETENTION DESIGNS				8	16	20	40			84	$ 11,339.28
0	281 - 280	0 - COMPILE COMPREHENSIVE DRAINAGE REPORT				8	24	40	40			112	$ 15,737.04
0	281 - 280	0 - PERFORM H&H ANALYSIS OF PROPOSED FLOODWAY BRIDGE, INCLUDING SCOUR AND REPORT				4	24	60	40			128	$ 17,786.96
0	281 - 280	0 - DEVELOPMENT AND MODELING OF MITIGATION ALTERNATIVES FOR THE FLOODWAY BRIDGE IMPACTS				4	32	60	60			156	$ 21,059.32
0		**SUB-TOTAL - 0 - FC 161 - ROADWAY DRAINAGE**			**0**	**58**	**228**	**720**	**1030**	**0**	**0**	**2036**	**$ 255,567.02**
		0 - FC 161 - LEVEE DESIGN											
0	281 - 280	0 - LEVEE TYPICAL SECTIONS	**20**									0	$ -
0	281 - 280	0 - LEVEE P & P SHEETS	**20**									0	$ -
0	281 - 280	0 - CROSS SECTIONS **(ROLL PLOT)**										0	$ -
0	281 - 280	0 - MISCELLANEOUS & FLOODGATE LEVEE DETAILS	**20**									0	$ -
0	281 - 280	0 -RELOCATION OF FLOODWAY LEVEE ANALYSIS	**0**									0	$ -
0		**SUB-TOTAL - 0 - FC 161 - LEVEE DESIGN**			**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
VII. BRIDGES													
	281 - 280	**BRIDGE OVER ALAMO ROAD**											

HALFF ASSOCIATES, INC.

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 350+00 To Sta 557+00
HALFF ASSOCIATES, INC

1	281 - 281	1 - BRIDGE LAYOUTS	45	51		8	25		18			51	$	7,963.22
1	282 - 282	1 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	40	40		2	10	16		12		40	$	5,794.92
1	283 - 283	1- GENERAL NOTES	40	24			8	8		8		24	$	3,401.84
1	284 - 284	1 - TYPICAL BRIDEGE SECTION	40	41		4	9		12	16		41	$	5,196.52
1	285 - 285	1 - FOUNDATION LAYOUTS	20	20		1	7		8	4		20	$	2,609.80
1	286 - 286	1 - FOUNDATION DETAILS- 1 TYPE(S)	35	35		1	10	10	7	7		35	$	4,831.20
4	287 - 290	4 - ABUTMENTS - 1 TYPE	32	32		4	36	40	24	24		128	$	17,848.96
2	291 - 292	2- INTERIOR BENTS - 1 TYPE	30	30		2	14	20	12	12		60	$	8,208.00
1	293 - 293	1 - CONC SLAB SPAN & DEFLECTION - 1 UNIT	30	30		1	7	8	8	6		30	$	3,991.46
1	294 - 294	1 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT	35	35		2	7	12	6	8		35	$	4,824.94
1	295 - 295	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	25	25		2	9	6	4	4		25	$	3,718.32
1	296 - 296	1 - PRESTR CONC BEAMS - IGND	28	28		1	5	11	3	8		28	$	3,813.83
2	297 - 298	2 - ARCHITECTURAL TREATMENT	20	20		2	16		10	12		40	$	5,417.50
1	299 - 299	1 - BRIDGE BORING LOGS	9	9		1	1	1	2	4		9	$	1,131.50
19		**SUB-TOTAL SHEETS - 0 - BRIDGE OVER ALAMO ROAD**			**0**	**31**	**164**	**132**	**114**	**125**	**0**	**566**	**$**	**78,752.01**
	300 - 299	**BRIDGE OVER FLOODWAY (STA 507+84.35 TO STA 540+65.84**												
14	300 - 313	14 - BRIDGE LAYOUTS	45	39		40	320	0	160	24		544	$	83,531.28
2	314 - 315	2 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	40	42		36	16	16	0	16		84	$	15,037.60
5	316 - 320	5 - FOUNDATION LAYOUTS	20	18		8	25		40	15		88	$	11,454.61
3	321 - 323	3 - FOUNDATION DETAILS- 3 TYPE(S)	35	39		8	33	33	21	21		116	$	16,619.28
6	324 - 329	6 - ABUTMENTS - 1 TYPE	32	17		2	24	36	20	20		102	$	13,889.76
8	330 - 337	8- INTERIOR BENTS - 3 TYPES	30	29		9	64	88	36	36		233	$	33,401.52
14	338 - 351	14 - CONC SLAB SPAN & DEFLECTION - 1 UNIT	30	27		14	105	120	80	60		379	$	53,028.28
14	352 - 365	14 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT	35	26		36	84	120	60	60		360	$	52,459.20
14	366 - 379	14 - CONC TYPICAL SECTIONS AND DEFLECTIONS	25	21		18	117	54	54	54		297	$	43,330.32
14	380 - 393	14 - PRESTR CONC BEAMS - IGND	28	24		14	72	120	24	100		330	$	45,881.80
2	394 - 395	2 - ARCHITECTURAL TREATMENT	20	15		2	14		8	6		30	$	4,288.10
2	396 - 397	2 - DRAINAGE DETAILS	20	26		4	16	9	14	9		52	$	7,283.37
4	398 - 401	4 - BRIDGE BORING LOGS	9	10		9	4	4	8	16		41	$	5,669.60
102		**SUB-TOTAL SHEETS - 0 - BRIDGE OVER FLOODWAY (STA 507+84.35 TO STA 540+65.84**			**0**	**200**	**894**	**600**	**525**	**437**	**0**	**2656**	**$**	**385,874.72**
		BRIDGE STANDARDS												
1	402 - 402	1 - BAS-C BRIDGE APPROACH SLAB	2	2				1		1		2	$	246.11
1	403	FD FOUNDATION DETAILS (1 OF 2)	2	2				1		1		2	$	246.11
1	404	FD FOUNDATION DETAILS (2 OF 2)	2	2				1		1		2	$	246.11
1	405	MEBRS MINIMUM ERECTION	2	2				1		1		2	$	246.11
1	406	ODSR OPTIONAL DRILLED SHAFT REINFORCING	2	2				1		1		2	$	246.11
1	407	PCP PRESTRESSED CONCRETE PANELS (1 OF 4)	2	2				1		1		2	$	246.11
1	408	PCP PRESTRESSED CONCRETE PANELS (2 OF 4)	2	2				1		1		2	$	246.11
1	409	PCP PRESTRESSED CONCRETE PANELS (3 OF 4)	2	2				1		1		2	$	246.11
1	410	PCP PRESTRESSED CONCRETE PANELS (4 OF 4)	2	2				1		1		2	$	246.11
1	411	PMDF PERMANENT METAL DECK FORMS (1 OF 2)	2	2				1		1		2	$	246.11

HALFF ASSOCIATES, INC.

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 350+00 To Sta 557+00
HALFF ASSOCIATES, INC

1	412	PMDF PERMANENT METAL DECK FORMS (2 OF 2)	2	2				1		1		2	$ 246.11
1	413	SBTS THICKENED SLAB STEEL GIRDERS	0	2				1		1		2	$ 246.11
1	414	SBMS MISCELLANEOUS SLAB DETAIL STEEL GIRDERS	0	2				1		1		2	$ 246.11
1	415	SEJ-A SEALED EXPANSION JOINT	2	2				1		1		2	$ 246.11
1	416	SGEB ELASTOMERIC BEARING STEEL GIRDERS (1 OF 3)	2	2				1		1		2	$ 246.11
1	417	SGEB ELASTOMERIC BEARING STEEL GIRDERS (2 OF 3)	2	2				1		1		2	$ 246.11
1	418	SGEB ELASTOMERIC BEARING STEEL GIRDERS (3 OF 3)	2	2				1		1		2	$ 246.11
1	419	SGMD MISCELLANEOUS DETAILS STEEL GIRDERS (1 OF 3)	2	2				1		1		2	$ 246.11
1	420	SGMD MISCELLANEOUS DETAILS STEEL GIRDERS (2 OF 3)	2	2				1		1		2	$ 246.11
1	421	SGMD MISCELLANEOUS DETAILS STEEL GIRDERS (3 OF 3)	2	2				1		1		2	$ 246.11
1	422	T551 CONCRETE SAFTEY F-SHAPE RAIL (1 OF 2)	3	2				1		1		2	$ 246.11
1	423	T551 CONCRETE SAFTEY F-SHAPE RAIL (2 OF 2)	2	2				1		1		2	$ 246.11
1	424	BD-1 BRIDGE DRAIN	2	2				1		1		2	$ 246.11
1	425	IGCS CONTINUOUS SLAB DETAILS	2	2				1		1		2	$ 246.11
1	426	IGD PRESTRESSED CONCRETE I-GIRDER DETAILS (1 OF 2)	2	2				1		1		2	$ 246.11
1	427	IGD PRESTRESSED CONCRETE I-GIRDER DETAILS (2 OF 2)	2	2				1		1		2	$ 246.11
1	428	IGEB ELASTOMERIC BEARING AND GRDER END (1 OF 2)	2	2				1		1		2	$ 246.11
1	429	IGEB ELASTOMERIC BEARING AND GRDER END (2 OF 2)	2	2				1		1		2	$ 246.11
1	430	IGMS MISCELLANEOUS SLAB DETAIL	2	2				1		1		2	$ 246.11
1	431	IGTS THICKEND SLAB END DETAILS	2	2				1		1		2	$ 246.11
1	432	MEBRC MINIMUM ERECTION	2	2				1		1		2	$ 246.11
1	433	BL BRIDGE LIGHTING DETAILS	2	2				1		1		2	$ 246.11
1	434	CSAB CEMENT STABILIZED ABUTMENT BACKFILL	2	2				1		1		2	$ 246.11
0	435 - 434	~~0 - CLF-RO 8 FT CHAINLINK FENCE FOR RAILROAD OVERPASS (1 OF 2)~~ **(NOT REQUIRED)**	2	#DIV/0!				0		0		0	$ -
0	435 - 434	~~0 - CLF-RO 8 FT CHAINLINK FENCE FOR RAILROAD OVERPASS (2 OF 2)~~ **(NOT REQUIRED)**	2	#DIV/0!				0		0		0	$ -
1	435	CRR CONCRETE RIP RAP (TYPE RR 8 AND RR9)	2	2				1		1		2	$ 246.11
34		**SUB-TOTAL SHEETS - BRIDGE STANDARDS**			**0**	**0**	**0**	**34**	**0**	**34**	**0**	**68**	**$ 8,367.74**
155		**SUB-TOTAL BRIDGE SHEETS**			**0**	**231**	**1058**	**766**	**639**	**596**	**0**	**3290**	**$ 472,994.47**
		VIII. TRAFFIC ITEMS											
0	436 - 435	**FC 162 - SIGNING, PAVEMENT MARKINGS**											
0	436 - 435	**0 - SIGNALIZATION (0 INTERSECTIONS) (TO BE DETERMINED)**											
0	436 - 435	0 - TRAFFIC SIGNAL EXISTING & PROPOSED CONDITIONS LAYOUT	**10**									0	$ -
0	436 - 435	0 - TRAFFIC SIGNAL NOTES & DETAILS	**10**									0	$ -
0	436 - 435	0 - TRAFFIC SIGNAL ESTIMATED QUANTITIES	**20**									0	$ -
0	436 - 435	0 - TRAFFIC SIGNAL NOTES & DETAILS	**10**									0	$ -
0	436 - 435	0 - TRAFFIC SIGNAL STANDARDS	**2**									0	$ -
	436 - 435	**0 - FC 162-PREPARE SIGNING & PAVEMENT MARKING DESIGN**											$ -
0	436 - 435	0- SIGNING & PAVEMENT MARKINGS LAYOUT (1:100)	**20**									0	$ -
0	436 - 435	0 - SMALL SIGN SUMMARY	**20**									0	$ -
0	436 - 435	0- LARGE SIGN SUMMARY	**20**									0	$ -
0	436 - 435	0 - LARGE SIGN DETAILS	**20**									0	$ -

HALFF ASSOCIATES, INC.

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 350+00 To Sta 557+00
HALFF ASSOCIATES, INC

0	436 - 435	SIGNING AND PAVEMENT MARKING STANDARDS:											
0	436 - 435	0 - TSR(1)-08 THRU TSR(5)-08	2									0	$ -
0	436 - 435	0 - SMD(GEN)-08	2									0	$ -
0	436 - 435	0 - SMD(SLIP-1)-08 THRU (SLIP-3)-08	2									0	$ -
0	436 - 435	0 - SMD(2-1) THRU (2-4)-08	2									0	$ -
0	436 - 435	0 - SMD (TY G)-08	2									0	$ -
0	436 - 435	0 - SMD (8W1)-08	2									0	$ -
0	436 - 435	0 - SMD (8W2)-08	2									0	$ -
0	436 - 435	0 - BMCS	2									0	$ -
0	436 - 435	0 - SPECIAL SIGN MOUNT DETAILS	2									0	$ -
0	436 - 435	0 - D&OM(1) THRU (5)-04	2									0	$ -
0	436 - 435	0 - D&OM(VIA)-04	2									0	$ -
0	436 - 435	0 - PM(1)-03	2									0	$ -
0	436 - 435	0 - PM(2)-08	2									0	$ -
0	436 - 435	0 - PM(4)-03	2									0	$ -
0	436 - 435	0 - - PM(5) THRU (6)-01	2									0	$ -
0	436 - 435	0 - FPM(1)-08	2									0	$ -
0	436 - 435	0 - SIGN MNT DET,- LARGE RDSD. SIGNS: SMD(2-6)-08	20									0	$ -
0	436 - 435	0 - OVERHEAD SIGN BRIDGE DETAILS: OSB-Z1	10									0	$ -
0	436 - 435	0 - - HIGH LEVEL OVERHEAD SIGN BRIDGE DETAILS: HOSB-Z1	10									0	$ -
0	436 - 435	0 - OVERHEAD SIGN BRIDGE TOWER DETAILS: OSBT	10									0	$ -
0	436 - 435	0 - OVERHEAD SIGN BRIDGE TRUSS DETAILS: OSBC	20									0	$ -
0	436 - 435	0 - FOUNDATION EMBEDMENT SELECTION CHARTS:OSB-FD	20									0	$ -
0	436 - 435	0 - OVERHEAD SIGN BRIDGE DETAILS: COSS & OSB-SZ	20									0	$ -
0	436 - 435	0 - CANTILEVER OVERHEAD SIGN SUPPORTS: COSS-Z1-10	20									0	$ -
0	436 - 435	0 - HIGH LEVEL CANTILEVER OVERHEAD SIGN SUPPORTS: HCOSS-Z1-10	20									0	$ -
0	436 - 435	0 - CANTILEVER OVERHEAD SIGN SUPPORT DETAILS: COSSD	10									0	$ -
0	436 - 435	0 - CANTILEVER OVERHEAD SIGN SUPPORT FOUNDATION: COSSF	20									0	$ -
0	436 - 435	0 - FOUNDATION EMBEDMENT SELECTION CHARTS: COSS-FD	20									0	$ -
0	436 - 435	0 - FPM(2) THRU (4)-00A	2									0	$ -
0		**SUB-TOTAL - FC 162 - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION**			**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
		FC 163 - MISCELLANEOUS - HIGH MAST ILLUMINATION (TO BE DETERMINED)											
0	436 - 435	0-PREPARE ILLUMINATION DESIGN:											
0	436 - 435	0 - SUMMARY OF QUANTITIES	16									0	$ -
0	436 - 435	0 - ILLUMINATION LAYOUT	20									0	$ -
0	436 - 435	0 - ILLUMINATION CIRCUIT DIAGRAM	20									0	$ -
0	436 - 435	0 - UNDERPASS LIGHTING	20									0	$ -
0	436 - 435	0 - LIGHTING CONTOUR	20									0	$ -
0	436 - 435	0 - MISCELLANEOUS ILLUMINATION DETAILS	10									0	$ -
0	436 - 435	0-ILLUMINATION STANDARDS											

HALFF ASSOCIATES, INC.

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 350+00 To Sta 557+00
HALFF ASSOCIATES, INC

0		**SUB-TOTAL - FC 163 - MISCELLANEOUS - HIGH MAST ILLUMINATION (TO BE DETERMINED)**			**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
		IX. ENVIRONMENTAL											
		FC 163 - Misc.											
0	436 - 435	0 - PREPARE SW3P :											$ -
0	436 - 435	0 - 'SW3P NARRATIVE	**10**									0	$ -
0	436 - 435	0 - SW3P LAYOUTS	**10**									0	$ -
0	436 - 435	0- MISCELLANEOUS SW3P DETAILS	**10**									0	$ -
0	436 - 435	0 - SW3P STANDARDS:											
0	436 - 435	0 - EC-(1)THRU (3)-93	**2**									0	$ -
0	436 - 435	0 - CONDUCT SENSITIVE AREAS INVESTIGATION										0	$ -
0	436 - 435	0 -EPIC SHEETS	**15**									0	$ -
0	436 - 435	0 - PREPARE WETLAND MITIGATION PLAN	**15**									0	$ -
0	436 - 435	0 - PREPARE MISCELLANEOUS DETAILS	**10**									0	$ -
0		**SUB-TOTAL - FC 163 - Misc.**			**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
		X. MISCELLANEOUS											
		FC 163 - MISCELLANEOUS - LANDSCAPING/AESTHETICS											
0	436 - 435	**0 - LANDSCAPING/IRRIGATION (To Be Provided by HCRMA)**								4		4	$ 391.48
0	436 - 435	**0 - AESTHETIC PLAN (To Be Provided by HCRMA)**	34							4		4	$ 391.48
0	436 - 435	**0 - AESTHETIC DETAILS (To Be Provided by HCRMA)**	30							4		4	$ 391.48
0		**SUB-TOTAL - FC 163 - MISCELLANEOUS - LANDSCAPING/AESTHETICS**			**0**	**0**	**0**	**0**	**0**	**12**	**0**	**12**	**$ 1,174.44**
		XI. CROSS SECTIONS											
		FC 163 - MISCELLANEOUS - CROSS SECTIONS											
0	436 - 435	**0 - CROSS SECTIONS (RDWY & DETENTION) (11x17 SHEETS) (3 Cross Sections per Sheet) Includes Earthwork Calculations**	**6**									0	$ -
0		**SUB-TOTAL - FC 163 - MISCELLANEOUS - CROSS SECTIONS**			**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
435		**GRAND TOTAL**			**74**	**854**	**2078**	**2562**	**3357**	**3003**	**236**	**12164**	**$ 1,582,051.78**
		HOURS SUB-TOTALS			**74**	**854**	**2,078**	**2,562**	**3,357**	**3,003**	**236**	**12,164**	
		LABOR RATE PER HOUR			$ 237.64	$ 228.72	$ 179.12	$ 148.24	$ 91.97	$ 97.87	$ 61.40		
		DIRECT LABOR COSTS			$ 17,585.36	$ 195,326.88	$ 372,211.36	$ 379,790.88	$ 308,743.29	$ 293,903.61	$ 14,490.40	$ 1,582,051.78	
		TOTAL			**$ 17,585.36**	**$ 195,326.88**	**$ 372,211.36**	**$ 379,790.88**	**$ 308,743.29**	**$ 293,903.61**	**$ 14,490.40**	**$ 1,582,051.78**	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)			**1.11%**	**12.35%**	**23.53%**	**24.01%**	**19.52%**	**18.58%**	**0.92%**	**100.00%**	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)			**0.61%**	**7.02%**	**17.08%**	**21.06%**	**27.60%**	**24.69%**	**1.94%**	**100.00%**	

TOTAL SUB CONSULTANTS (FROM BELOW)	**$ 382,639.95**
TOTAL DIRECT EXPENSES (FROM BELOW)	**$ 23,983.25**
GRAND TOTAL - INCLUDING DIRECT EXPENSES	**$ 1,988,674.98**
SUB-CONSULTANTS (SEE THE ATTACHED):	
CORTRAN ENGINEERING	**$ 43,753.62**
R GUTIERREZ ENGINEERING CORP	**$ 300,987.23**
CHANIN ENGINEERING, LLC	**$ 37,899.10**
TOTAL SUB CONSULTANTS	**$ 382,639.95**

DIRECT EXPENSES

HALFF ASSOCIATES, INC.

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 350+00 To Sta 557+00
HALFF ASSOCIATES, INC

		REPRO 435 SHEETS X $2.00 / SHEET (MYLAR) +((435 SHEETS X $0.25) X4)/ PAPER SHEET - CHECK PLOTS & REVIEW SETS)+ (435 PAPER SHEETS X 10 SUBMITTAL SETS X $0.25)											$ 4,785.00
		PLOTS (B/W ON BOND) $1.00/SF (30 FT/PLOT x 20 PLOTS x 3Ft Wide = 1800 SF)											$ 1,800.00
		PLOTS (COLOR ON BOND) $3.00/SF (30 FT/PLOT x 20 PLOTS x 3Ft Wide = 1800 SF)											$ 5,400.00
		COLOR GRAPHICS ON FOAM BOARD ($5.00/SF) (3'x6'x 10 Ea)											$ 900.00
		Meals ($51 Day/person) x 20 days											$ 1,020.00
		Hotel($84 Day/Person) x 10 days											$ 840.00
		Rental Car ($55 day x 20 days											$ 1,100.00
		Fuel for Rental Car ($65 per trip x 10 Trips)											$ 650.00
		Air Travel ($400/round trip * 10 trips)											$ 4,000.00
		COURIER SERVICES - $20 / PACKAGE X 60 PACKAGES											$ 1,200.00
		MILEAGE 5000 miles @ $0.565/mile											$ 2,288.25
		TOTAL DIRECT EXPENSES											$ 23,983.25

HALFF ASSOCIATES, INC.

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 350+00 To Sta 557+00
CORTRAN ENGINEERING

NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	PROPOSED HRS PER SHT	ACTUAL HRS PER SHT	Principal	Project Manager	Senior Engineer	Project Engineer	EIT	Design Engineer	SR CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
		VIII. TRAFFIC ITEMS												
		0 - FC 162-PREPARE SIGNING & PAVEMENT MARKING DESIGN												$ -
21	21	21- SIGNING & PAVEMENT MARKINGS LAYOUT (1:100)	20	20	8	16	72	90	90	40	100		416	$ 43,466.12
21		**SUB-TOTAL - FC 162 - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION**			**8**	**16**	**72**	**90**	**90**	**40**	**100**	**0**	**416**	**$ 43,466.12**
21		**GRAND TOTAL**			**8**	**16**	**72**	**90**	**90**	**40**	**100**	**0**	**416**	**$ 43,466.12**
		HOURS SUB-TOTALS			**8**	**16**	**72**	**90**	**90**	**40**	**100**	**0**	**416**	
		LABOR RATE PER HOUR			$ 168.17	$ 159.76	$ 148.55	$ 126.13	$ 92.49	$ 75.68	$ 61.66	$ 56.06		
		DIRECT LABOR COSTS			$ 1,345.36	$ 2,556.16	$ 10,695.60	$ 11,351.70	$ 8,324.10	$ 3,027.20	$ 6,166.00	$ -	$ 43,466.12	
		TOTAL			**$ 1,345.36**	**$ 2,556.16**	**$ 10,695.60**	**$ 11,351.70**	**$ 8,324.10**	**$ 3,027.20**	**$ 6,166.00**	**$ -**	**$ 43,466.12**	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)			**3.10%**	**5.88%**	**24.61%**	**26.12%**	**19.15%**	**6.96%**	**14.19%**	**0.00%**	**100.00%**	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)			**1.92%**	**3.85%**	**17.31%**	**21.63%**	**21.63%**	**9.62%**	**24.04%**	**0.00%**	**100.00%**	
BASIC SERVICES -														**$ -**
BASIC SERVICES -														**$ -**
SPECIAL SERVICES - GEOTECHNICAL														**$ -**
SPECIAL SERVICES -														**$ -**
TOTAL DIRECT EXPENSES (FROM BELOW)														**$ 287.50**
GRAND TOTAL - INCLUDING DIRECT EXPENSES														**$ 43,753.62**
		DIRECT EXPENSES												
		REPRO 21 SHEETS X $2.00 / SHEET (MYLAR) +((21 SHEETS X $0.25) X4)/ PAPER SHEET - CHECK PLOTS & REVIEW SETS)+ (21 PAPER SHEETS X 10 SUBMITTAL SETS X $0.25)												**$ 231.00**
		PLOTS (B/W ON BOND) $1.00/SF (30 FT/PLOT x 20 PLOTS x 3Ft Wide = 1800 SF)												
		PLOTS (COLOR ON BOND) $3.00/SF (30 FT/PLOT x 20 PLOTS x 3Ft Wide = 1800 SF)												
		COLOR GRAPHICS ON FOAM BOARD ($5.00/SF) (3'x6'x 10 Ea)												
		Meals ($51 Day/person) x 48 days												
		Hotel($84 Day/Person) x 48 days												
		Rental Car ($55 day x 48 days												
		Fuel for Rental Car ($65 per trip x 10 Trips)												
		Air Travel ($400/round trip * 10 trips)												
		COURIER SERVICES - $20 / PACKAGE X 60 PACKAGES												
		MILEAGE 5000 miles @ $0.565/mile												**$ 56.50**
		TOTAL DIRECT EXPENSES												**$ 287.50**

HALFF ASSOCIATES, INC.

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 350+00 To Sta 557+00
R GUTIERREZ ENGINEERING CORPORATION

NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	PROPOSED HRS PER SHT	ACTUAL HRS PER SHT	Principal	Project Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	SR CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
		I. GENERAL												
		FC 163 - MISCELLANEOUS (ROADWAY)												
1	1	1 - SUMMARY OF CULVERT QUANTITIES	20	21		1		4	8	8			21	$ 2,481.65
6	2 - 7	6 - SUMMARY OF EARTHWORK QUANTITIES	20	21		8		30	60	30			128	$ 15,939.14
1	8 - 8	1 - SUMMARY OF SW3P (EROSION CONTROL)	20	21		1		8	8	4			21	$ 2,708.57
1	9 - 9	1- SUMMARY OF REMOVAL ITEMS	20	21		1		8	8	4			21	$ 2,708.57
9		**SUB-TOTAL - FC 163 - MISCELLANEOUS (ROADWAY)**			**0**	**11**	**0**	**50**	**84**	**46**	**0**	**0**	**191**	**$ 23,837.93**
		III. ROADWAY DETAILS												
0	10 - 9	**FC 160 - ROADWAY DESIGN CONTROLS**												
10	10 - 19	10 - REMOVAL PLAN	20	21	4	4	20	20	40	60	60		208	$ 23,427.24
0	20 - 19	0 - PLAN AND PROFILE												
10		**SUB-TOTAL - 0 - FC 160 - ROADWAY DESIGN CONTROLS**			**4**	**4**	**20**	**20**	**40**	**60**	**60**	**0**	**208**	**$ 23,427.24**
		V. ROADWAY DRAINAGE DETAILS												
		FC 161 - ROADWAY DRAINAGE												
0	0	0 - FIELD TRIP TO VERIFY EXISTING CONDITIONS (TWO TRIPS)			4	8	8	8					28	$ 5,133.32
1	21	21 - PREPARE LARGE AND SMALL DRAINAGE AREA MAPS:	20	232	6	6	24	40	68	44	44		232	$ 28,546.32
4	22 - 25	4 - HYDROLOGY CALCULATIONS (STORM SEWER, CULVERTS, DITCHES):	10	10	4	4	8	8	8	8			40	$ 6,097.68
6	26 - 31	6 - HYDRAULIC COMPUTATIONS SHEETS (STORM SEWER, CULVERTS, DITCHES):	10	10	4	4	8	8	8	10	16		58	$ 7,643.48
0	32 - 31	0 - STORM SEWER P&P SHEETS	20										0	$ -
4	32 - 35	4 - CULVERT LAYOUT SHEETS	20	31	2	16	24	30	30		20		122	$ 16,946.18
21	36 - 56	21 - UTILITIES & DRAINAGE P & P SHEETS (STORM SEWER & DITCHES)	10	20	6	12	40	80	80	100	110		428	$ 50,215.64
2	57 - 58	2 - PREPARE MISCELLANEOUS DETAILS	20	20	2	2	4	4	4	8	16		40	$ 4,779.00
2	59 - 60	2 - Prepare 10, 50, and 100yr Water Surface Profiles (Culverts)	20	21	1	1	4	16		20			42	$ 5,325.16
4	61 - 64	4 - PREPARE IRRIGATION LAYOUTS	20	28	2	2	8	24	36		40		112	$ 13,514.52
2	65	MISCELLANEOUS DRAINAGE STRUCTURAL DETAILS	20	0									0	$ -
20	66 - 85	20 - PREPARE STANDARDS	2	2	1	1	4	10			24		40	$ 4,630.26
66		**SUB-TOTAL - 0 - FC 161 - ROADWAY DRAINAGE**		**17**	**32**	**56**	**132**	**228**	**234**	**190**	**270**	**0**	**1142**	**$ 142,831.56**
		IX. ENVIRONMENTAL												
		FC 163 - Misc.												
0	86 - 85	0 - PREPARE SW3P :												$ -
1	86 - 86	1 - 'SW3P NARRATIVE	10	11		2	1	2	4	2			11	$ 1,481.87

HALFF ASSOCIATES, INC.

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 350+00 To Sta 557+00
R GUTIERREZ ENGINEERING CORPORATION

21	87 - 107	21 - SW3P LAYOUTS	10	10		8	16	30	40	50	60		204	$ 22,860.10
1	108 - 108	1- MISCELLANEOUS SW3P DETAILS	10	11			1	2	4	4			11	$ 1,297.57
0	109 - 108	0 - SW3P STANDARDS:												
3	109 - 111	3 - EC-(1)THRU (3)-93	2	2			3			3			6	$ 723.27
0	112 - 111	0 - CONDUCT SENSITIVE AREAS INVESTIGATION				2	4	8					14	$ 2,155.58
2	112 - 113	2 -EPIC SHEETS	15	15	1	1	1	6	12	4	4		29	$ 3,701.17
0	114 - 113	0 - PREPARE WETLAND MITIGATION PLAN	15										0	$ -
1	114 - 114	1 - PREPARE MISCELLANEOUS DETAILS	10	11		1	2	4	2	2			11	$ 1,503.21
29		**SUB-TOTAL - FC 163 - Misc.**			**1**	**14**	**28**	**52**	**62**	**65**	**64**	**0**	**286**	**$ 33,722.77**
		XI. CROSS SECTIONS												
		FC 163 - MISCELLANEOUS - CROSS SECTIONS												
70	115 - 184	**70 - CROSS SECTIONS (RDWY & DETENTION) (11x17 SHEETS) (3 Cross Sections per Sheet) Includes Earthwork Calculations**	6	9	8	8	50	120	200	120	120		626	$ 74,719.98
70		**SUB-TOTAL - FC 163 - MISCELLANEOUS - CROSS SECTIONS**			**8**	**8**	**50**	**120**	**200**	**120**	**120**	**0**	**626**	**$ 74,719.98**
184		**GRAND TOTAL**			**45**	**93**	**230**	**470**	**620**	**481**	**514**	**0**	**2453**	**$ 298,539.48**
		HOURS SUB-TOTALS			**45**	**93**	**230**	**470**	**620**	**481**	**514**	**0**	**2,453**	
		LABOR RATE PER HOUR			$ 319.03	$ 184.33	$ 148.91	$ 148.91	$ 120.53	$ 92.18	$ 85.09	$ 57.96		
		DIRECT LABOR COSTS			$ 14,356.35	$ 17,142.69	$ 34,249.30	$ 69,987.70	$ 74,728.60	$ 44,338.58	$ 43,736.26	$ -	$ 298,539.48	
		TOTAL			**$ 14,356.35**	**$ 17,142.69**	**$ 34,249.30**	**$ 69,987.70**	**$ 74,728.60**	**$ 44,338.58**	**$ 43,736.26**	**$ -**	**$ 298,539.48**	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)			**4.81%**	**5.74%**	**11.47%**	**23.44%**	**25.03%**	**14.85%**	**14.65%**	**0.00%**	**100.00%**	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)			**1.83%**	**3.79%**	**9.38%**	**19.16%**	**25.28%**	**19.61%**	**20.95%**	**0.00%**	**100.00%**	
BASIC SERVICES -														**$ -**
BASIC SERVICES -														**$ -**
SPECIAL SERVICES - GEOTECHNICAL														**$ -**
SPECIAL SERVICES -														**$ -**
TOTAL DIRECT EXPENSES (FROM BELOW)														**$ 2,447.75**
GRAND TOTAL - INCLUDING DIRECT EXPENSES														**$ 300,987.23**
		DIRECT EXPENSES												
		REPRO 184 SHEETS X $2.00 / SHEET (MYLAR) +((184 SHEETS X $0.25) X4)/ PAPER SHEET - CHECK PLOTS & REVIEW SETS)+ (184 PAPER SHEETS X 10 SUBMITTAL SETS X $0.25)												**$ 2,024.00**
		PLOTS (B/W ON BOND) $1.00/SF (30 FT/PLOT x 20 PLOTS x 3Ft Wide = 1800 SF)												
		PLOTS (COLOR ON BOND) $3.00/SF (30 FT/PLOT x 20 PLOTS x 3Ft Wide = 1800 SF)												
		COLOR GRAPHICS ON FOAM BOARD ($5.00/SF) (3'x6'x 10 Ea)												
		Meals ($51 Day/person) x 48 days												
		Hotel($84 Day/Person) x 48 days												
		Rental Car ($55 day x 48 days												
		Fuel for Rental Car ($65 per trip x 10 Trips)												
		Air Travel ($400/round trip * 10 trips)												
		COURIER SERVICES - $20 / PACKAGE X 60 PACKAGES												
		MILEAGE 5000 miles @ $0.565/mile												**$ 423.75**
		TOTAL DIRECT EXPENSES												**$ 2,447.75**

HALFF ASSOCIATES, INC.

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 350+00 To Sta 557+00
CHANIN ENGINEERING, LLC

NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	PROPOSED HRS PER SHT	ACTUAL HRS PER SHT	Principal	Project Manager	Project Engineer	Design Engineer	SR CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
		I. GENERAL										
		FC 163 - MISCELLANEOUS (ROADWAY)										
1	1	1 - SUMMARY OF SMALL SIGNS	20	21		1	8	8	4		21	$ 1,266.24
1	2 - 2	1 - SUMMARY OF PAVEMENT MARKINGS	20	21		1	8	8	4		21	$ 1,266.24
1	3 - 3	1 - SUMMARY OF DELINEATION & OBJ MRKR QUANTITIES	20	21		1	8	8	4		21	$ 1,266.24
3		**SUB-TOTAL - FC 163 - MISCELLANEOUS (ROADWAY)**			**0**	**3**	**24**	**24**	**12**	**0**	**63**	**$ 3,798.72**
		V. ROADWAY DRAINAGE DETAILS										
		FC 161 - ROADWAY DRAINAGE										
1	4	MISCELLANEOUS DRAINAGE STRUCTURAL DETAILS	20	52	2	2	16	8	24		52	$ 3,015.36
1		**SUB-TOTAL - 0 - FC 161 - ROADWAY DRAINAGE**		**52**	**2**	**2**	**16**	**8**	**24**	**0**	**52**	**$ 3,015.36**
		VIII. TRAFFIC ITEMS										
		FC 162 - SIGNING, PAVEMENT MARKINGS										
0	5 - 4	**0 - FC 162-PREPARE SIGNING & PAVEMENT MARKING DESIGN**										$ -
4	5 - 8	4 - SMALL SIGN SUMMARY	20	21	4	4	12	24	40		84	$ 4,479.28
2	9 - 10	2 - LARGE SIGN SUMMARY	20	20	1	2	8	8	20		39	$ 2,123.68
4	11 - 14	4 - LARGE SIGN DETAILS	20	20	2	4	12	16	44		78	$ 4,106.08
0	15 - 14	SIGNING AND PAVEMENT MARKING STANDARDS:										
5	15 - 19	5 - TSR(1)-08 THRU TSR(5)-08	2	0			1		1		2	$ 123.12
1	20	SMD(GEN)-08	2	2			1		1		2	$ 123.12
3	21 - 23	3 - SMD(SLIP-1)-08 THRU (SLIP-3)-08	2	1			1		1		2	$ 123.12
4	24 - 27	4 - SMD(2-1) THRU (2-4)-08	2	1			1		1		2	$ 123.12
1	28	SMD (TY G)-08	2	2			1		1		2	$ 123.12
1	29	SMD (8W1)-08	2	2			1		1		2	$ 123.12
1	30	SMD (8W2)-08	2	2			1		1		2	$ 123.12
1	31	BMCS	2	2			1		1		2	$ 123.12
1	32	SPECIAL SIGN MOUNT DETAILS	2	2			1		1		2	$ 123.12
5	33 - 37	5 - D&OM(1) THRU (5)-04	2	0			1		1		2	$ 123.12
1	38	D&OM(VIA)-04	2	2			1		1		2	$ 123.12
1	39	PM(1)-03	2	2			1		1		2	$ 123.12
1	40	PM(2)-08	2	2			1		1		2	$ 123.12
1	41	PM(4)-03	2	2			1		1		2	$ 123.12

HALFF ASSOCIATES, INC.

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 350+00 To Sta 557+00
CHANIN ENGINEERING, LLC

2	42 - 43	2 - PM(5) THRU (6)-01	2	1			1		1		2	$ 123.12
1	44	FPM(1)-08	2	2			1		1		2	$ 123.12
1	45	SIGN MNT DET,- LARGE RDSD. SIGNS: SMD(2-6)-08	20	24	2	6	4	4	8		24	$ 1,461.12
2	46 - 47	2 -OVERHEAD SIGN BRIDGE DETAILS: OSB-Z1	10	12	2	6	4	4	8		24	$ 1,461.12
2	48 - 49	2 - HIGH LEVEL OVERHEAD SIGN BRIDGE DETAILS: HOSB-Z1	10	12	2	6	4	4	8		24	$ 1,461.12
2	50 - 51	2 - OVERHEAD SIGN BRIDGE TOWER DETAILS: OSBT	10	12	2	6	4	4	8		24	$ 1,461.12
1	52	OVERHEAD SIGN BRIDGE TRUSS DETAILS: OSBC	20	24	2	6	4	4	8		24	$ 1,461.12
1	53	FOUNDATION EMBEDMENT SELECTION CHARTS:OSB-FD	20	24	2	6	4	4	8		24	$ 1,461.12
1	54	OVERHEAD SIGN BRIDGE DETAILS: COSS & OSB-SZ	20	24	2	6	4	4	8		24	$ 1,461.12
1	55	CANTILEVER OVERHEAD SIGN SUPPORTS: COSS-Z1-10	20	24	2	6	4	4	8		24	$ 1,461.12
1	56	HIGH LEVEL CANTILEVER OVERHEAD SIGN SUPPORTS: HCOSS-Z1-10	20	24	2	6	4	4	8		24	$ 1,461.12
2	57 - 58	2 - CANTILEVER OVERHEAD SIGN SUPPORT DETAILS: COSSD	10	12	2	6	4	4	8		24	$ 1,461.12
1	59	CANTILEVER OVERHEAD SIGN SUPPORT FOUNDATION: COSSF	20	24	2	6	4	4	8		24	$ 1,461.12
1	60	FOUNDATION EMBEDMENT SELECTION CHARTS: COSS-FD	20	24	2	6	4	4	8		24	$ 1,461.12
3	61 - 63	3 - FPM(2) THRU (4)-00A	2	1			1		1		2	$ 123.12
59		**SUB-TOTAL - FC 162 - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION**			**31**	**82**	**97**	**96**	**217**	**0**	**523**	**$ 30,335.52**
63		**GRAND TOTAL**			**33**	**87**	**137**	**128**	**253**	**0**	**638**	**$ 37,149.60**
		HOURS SUB-TOTALS			**33**	**87**	**137**	**128**	**253**	**0**	**638**	
		LABOR RATE PER HOUR			$ 82.32	$ 72.72	$ 79.22	$ 48.02	$ 43.90	$ 24.70		
		DIRECT LABOR COSTS			$ 2,716.56	$ 6,326.64	$ 10,853.14	$ 6,146.56	$ 11,106.70	$ -	$ 37,149.60	
		TOTAL			**$ 2,716.56**	**$ 6,326.64**	**$ 10,853.14**	**$ 6,146.56**	**$ 11,106.70**	**$ -**	**$ 37,149.60**	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)			**7.31%**	**17.03%**	**29.21%**	**16.55%**	**29.90%**	**0.00%**	**100.00%**	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)			**5.17%**	**13.64%**	**21.47%**	**20.06%**	**39.66%**	**0.00%**	**100.00%**	
BASIC SERVICES -												**$ -**
BASIC SERVICES -												**$ -**
SPECIAL SERVICES - GEOTECHNICAL												**$ -**
SPECIAL SERVICES -												**$ -**
TOTAL DIRECT EXPENSES (FROM BELOW)												**$ 749.50**
GRAND TOTAL - INCLUDING DIRECT EXPENSES												**$ 37,899.10**
		DIRECT EXPENSES										
		REPRO 63 SHEETS X $2.00 / SHEET (MYLAR) +((63 SHEETS X $0.25) X4)/ PAPER SHEET - CHECK PLOTS & REVIEW SETS)+ (63 PAPER SHEETS X 10 SUBMITTAL SETS X $0.25)										**$ 693.00**
		PLOTS (B/W ON BOND) $1.00/SF (30 FT/PLOT x 20 PLOTS x 3Ft Wide = 1800 SF)										
		PLOTS (COLOR ON BOND) $3.00/SF (30 FT/PLOT x 20 PLOTS x 3Ft Wide = 1800 SF)										
		COLOR GRAPHICS ON FOAM BOARD ($5.00/SF) (3'x6'x 10 Ea)										
		Meals ($51 Day/person) x 48 days										
		Hotel($84 Day/Person) x 48 days										
		Rental Car ($55 day x 48 days										

HALFF ASSOCIATES, INC.

ATTACHMENT E - FEE SCHEDULE
IBTC PROJECT (CSJ: 0921-02-202)
Develop PS&E for Proposed IBTC Project
From Sta 350+00 To Sta 557+00
CHANIN ENGINEERING, LLC

		Fuel for Rental Car ($65 per trip x 10 Trips)											
		Air Travel ($400/round trip * 10 trips)											
		COURIER SERVICES - $20 / PACKAGE X 60 PACKAGES											
		MILEAGE 5000 miles @ $0.565/mile											$ 56.50
		TOTAL DIRECT EXPENSES											**$ 749.50**

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**	
__X__	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</u> to <u>total estimated labor and overhead cost in the FCP</u> or the percentage of work completed. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Engineer may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, provisional overhead rate and the fixed fee. __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**

PRIME OR SUBPROVIDER NAME: Halff Associates, Inc

Direct Labor

Labor/Staff Classification	Hourly Base Rate	Contract Rate
Principal	$76.95	$237.64
Project Manager	$74.06	$228.72
Quality Manager	$76.95	$237.64
Senior Engineer	$58.00	$179.12
Project Engineer	$48.00	$148.24
Design Engineer	$35.00	$108.09
EIT	$29.78	$91.97
Senior CADD Operator	$31.69	$97.87
CADD Operator	$22.46	$69.36
Survey Manager - RPLS	$47.29	$146.05
Survey Technician - SIT	$30.00	$92.65
Two Person Survey Crew	$45.40	$140.21
Three Person Survey Crew	$61.84	$190.98
Abstractor	$26.75	$82.61
Senior Enviromental Specialist	$57.41	$177.30
Mid Level Env Specialist	$42.87	$132.39
Junior Enviromental Specialist	$27.56	$85.11
Senior GIS Operator	$33.41	$103.18
GIS Operator	$22.73	$70.20
SUE Project Manager	$45.67	$141.04
Utility Coordinator	$50.60	$156.27
QL "B" SUE Field Crew	$38.65	$119.36
QL "A" SUE Field Crew	$54.85	$169.39
Admin/Clerical	$19.88	$61.40
Sr. Computer Visuzlization Specialist	$48.49	$149.75
Jr. Computer Visualization Specialist	$30.71	$94.84
Public Involvement Specialist	$42.21	$130.36
Audited OH Rate	175.74%	
Profit	12%	

Contract Rates include labor, overhead, and profit. Hourly and Contract Rates are valid through December 2016

PRIME OR SUBPROVIDER NAME: CHANIN ENGINEERING, LLC

Direct Labor

Labor/Staff Classification	Hourly Base Rate	Contract Rate
Principal	$30.00	$82.32
Project Engineer	$28.87	$79.22
Design Engineer	$17.50	$48.02
Project Manager	$26.50	$72.72
Senior CADD Operator	$16.00	$43.90
CADD Operator	$13.25	$36.36
Junion CADD Operator	$10.50	$28.81
Admin/Clerical	$9.00	$24.70

PRIME OR SUBPROVIDER NAME: CORTRAN ENGINEERING, PLLC

Direct Labor

Labor/Staff Classification	Hourly Base Rate	Contract Rate
Senior Project Manager/QAQC MGR	$62.40	$168.17
Project Manager	$59.28	$159.76
Senior Engineer	$55.12	$148.55
Project Engineer	$46.80	$126.13
EIT	$34.32	$92.49
Senior Engineering Tech	$28.08	$75.68
Engineering Tech	$26.00	$70.07
Cadd Operator	$22.88	$61.66
Admin/Clerical	$20.80	$56.06
Audited OH Rate	145.00%	
Profit	10%	

PRIME OR SUBPROVIDER NAME: R.GUTIERREZ ENGINEERING CORP.

Direct Labor

Labor/Staff Classification	Hourly Base Rate	Contract Rate
Principal	$121.86	$319.03
Project Manager	$70.41	$184.33
Quality Manager	$56.88	$148.91
Senior Engineer	$56.88	$148.91
Project Engineer	$56.88	$148.91
Design Engineer	$46.04	$120.53
EIT	$35.21	$92.18
Senior CADD Operator	$32.50	$85.09
CADD Operator	$24.23	$63.44
Survey Manager - RPLS	$60.20	$157.60
Survey Technician - SIT	$34.33	$89.88
Two Person Survey Crew	$42.92	$112.36
Three Person Survey Crew	$50.72	$132.78
Admin/Clerical	$22.14	$57.96
Audited OH Rate	138.00%	
Profit	10%	

ATTACHMENT F

WORK SCHEDULE

INTERNATIONAL BRIDGE TRADE CORRIDOR (IBTC) PLAN DEVELOPMENT
From STA. 350+00 to STA. 557+00
Attachment F - Work Schedule

ID	Task Name	Duration
1	**ADVANCE PROJECT DEVELOPMENT**	**23 days**
2	**FC 110 - Schematic Modifications (Not in Scope)**	23 days
3	**FC 110 - Geo-technical / Soil Testing (Not in Scope)**	23 days
4	**FC 150 - Field Surveys (Not in Scope)**	23 days
5	**PROJECT PLAN DEVELOPMENT**	**230 days**
6	**FC 163 - General**	6 mons
7	**FC 163 - Traffic Control Plan**	6 mons
8	**FC 160 - Roadway Design Controls**	6 mons
9	**FC 160 - Roadway Design**	6 mons
10	**FC 170 - Bridge Design**	6 mons
11	**FC 161 - Levee Design (Not in Scope)**	0 days
12	**FC 163 - Retaining Wall Design**	3 mons
13	**FC 163 - Roadway Cross Sections**	6 mons
14	**FC 162 - Traffic Signals (Not in Scope)**	0 days
15	**FC 162 - Signing and Pavement Markings**	3 mons
16	**FC 162 - Illumination (Not in Scope)**	0 days
17	**FC 163 - SW3P / EPIC Sheets**	3 mons
18	**FC 163 - Misc (Landscape, etc.)**	3 mons
19	**PROJ. MGMT. & QUALITY CONTROL**	**160 days**
20	**FC 145 - Project Management**	8 mons
21	**30% Plan Review (HCRMA)**	1 mon
22	**60% Plan Review (HCRMA & TxDOT)**	1 mon
23	**90% Plan Review (HCRMA & TxDOT)**	1 mon
24	**Final Mylar Set (100%) revisions & submittal**	1 mon

Adv. Proj. Development P.S. & E. Development Project Management HCRMA/ TxDOT Review

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
- 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
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-MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN TXDOT AND HCRMA

ATTACHMENT H-MOU

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

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

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

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

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

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

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

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

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

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

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

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

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

and Design Projects.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY:

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

McAllen, Texas 78501-4705

With a copy to:

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

TEXAS DEPARTMENT OF TRANSPORTATION

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

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

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

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

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

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

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

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

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

ATTACHMENT H-MOU (CONTINUED)

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

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

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

TEXAS DEPARTMENT OF TRANSPORTATION

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

Date: 3/13/08

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Dennis Burleson
Chairman

Date: 2/13/2008

Attachment H-Instructions
As Per 49CFR 26.21

The following pages contain six (6) different Attachments to Attachment H covering participation of HUB and DBE providers and subproviders. The correct form to use is determined by whether the Agreement is funded in whole or part by federal funds State funds or Authority funds, and whether or not a HUB/DBE goal has been set for the Agreement. The following pages contain separate reporting forms for federally funded DBE participation and Authority funded HUB participation.

Federally Funded Contracts
Attachment H-FG, Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts ♦ This provision is applicable to federally funded contracts with assigned DBE goals. ♦ The appropriate forms for this provision are Attachments H-1, H-2, H-3 and H-4 and H-5. A copy of each form is required in the contract. ♦ Note: if the contract requires work authorizations, a completed Attachment H-2 will be required with each Work Authorization, if a DBE will be performing work. If a non-DBE subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form. ♦ Attachment H-3 must be submitted monthly to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ Attachment H-3 must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-FN, Disadvantaged Business Enterprise (DBE) for Race Neutral Professional or Technical Services Contracts ♦ This provision is applicable to federally funded contracts with no DBE goal assigned. ♦ If no subcontractors will be used, the appropriate forms for this provision are Attachments H-3 and H-5. A copy of each form is required in the contract. ♦ Note: If subcontractors are used, the required forms would be Attachments H-1, H-2, H-3, H-4 and H-5. A copy of each form is required in the contract. ♦ Attachment H-3 must be submitted monthly to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ Attachment H-3 must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-3, Texas Department of Transportation Subprovider Monitoring System for Federally Funded Contracts. This is a Monthly Progress Assessment Report. ♦ Required for all federally funded contracts. ♦ This form is required monthly and must be submitted to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ This form must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-5, Federal Subprovider and Supplier Information Required for all federally funded contracts.

State Funded Contracts
Attachment H-SG, Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts, State of Texas HUB Subcontracting Plan Required ♦ This provision is applicable to state funded contracts with a HUB goal assigned. ♦ The appropriate reporting forms for this provision are Attachments H-1, H-2, H-4, and H-6 (Texas Building and Procurement Commission [TBPC] State of Texas HUB Subcontracting Plan (HSP), Prime Contractor Assessment Report). A copy of each form is required in the contract. ♦ Note: if the contract requires work authorizations, a completed Attachment H-2 will be required with each Work Authorization, if a HUB will be performing work. If a non-HUB subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form. ♦ Attachment H-6 will be required monthly and must be submitted to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-SN, Historically Underutilized Business (HUB) Participation for State Funded Professional or Technical Services Contracts, No State of Texas HUB Subcontracting Plan Required ♦ This provision is applicable to state funded contracts with no HUB subcontracting plan required and no HUB goal assigned. If no subcontractors are used, the appropriate forms for this provision are Attachments H-1 and H-6. ♦ Note: If subcontractors are used, the required forms would be Attachments H-1, H-2, H-4 and H-6. A copy of each form is required in the contract. ♦ Attachment H-6 must be submitted monthly to the AUTHORITY Office even though there is no invoice being submitted or subcontracting to report. ♦ Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-6, HUB Subcontracting Plan (HSP) Prime Contractor Professional Assessment Report. This is a Monthly Progress Assessment Report. This is a Texas Building and Procurement Commission (TBPC) form and cannot be altered. ♦ Required for all State funded contracts. ♦ Attachment H-6 is required monthly and should be submitted to the AUTHORITY Office. This is a requirement even though there is no invoice being submitted or subcontracting to report. ♦ A copy of Attachment H-6 must be submitted when supplying an invoice to the appropriate agency contact for payment. ♦ The "Object Code" section(s) on this form should remain blank.

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

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

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

e. "Disadvantaged Business Enterprise (DBE)" means a firm certified as such by the Authority/Department in accordance with 49 CFR Part 26.

f. "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

g. "Race-neutral DBE Participation" means any participation by a DBE through customary competitive procurement procedures.

4) **PERCENTAGE GOAL.** The goal for Disadvantaged Business Enterprise (DBE) participation in the work to be performed under this Agreement is **12.2%** of the Agreement amount.

5) **PROVIDER'S RESPONSIBILITIES.** A DBE prime may receive credit toward the DBE goal for work performed by his-her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported to the Authority/Department.

a. A Provider who cannot meet the contract goal, in whole or in part, shall document the "Good Faith Efforts" taken to obtain DBE participation. The following is a list of the types of actions that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

(1) Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.

(2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Provider might otherwise prefer to perform the work items with its own forces.

(3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) Negotiating in good faith with interested DBEs by making a portion of the work available to DBE subproviders and suppliers and selecting those portions of the work or material needs consistent with the available DBE subproviders and suppliers.

(5) The ability or desire of the Provider to perform the work of a contract with its own organization does not relieve the Provider's responsibility to make a good faith effort. Additional costs involved in finding and using DBEs is not in itself sufficient reason for a Provider's failure to meet the contract DBE goal, as long as such costs are reasonable. Providers are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.

(7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Provider.

(8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

(9) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, County, State and Federal minority/women business

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

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

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

b. The preceding information shall be submitted directly to the Chair of the Hidalgo County Regional Mobility Authority (Authority) responsible for the project.

c. The Provider shall make all reasonable efforts to honor commitments to DBE subproviders named in the commitment submitted under Section 2.c. of this attachment. Where the Provider terminates or removes a DBE subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Authority/Department that the originally designated DBE was not able or willing to perform.

d. The Provider shall make a good faith effort to replace a DBE subprovider that is unable or unwilling to perform successfully with another DBE, to the extent needed to meet the contract goal. The Provider shall submit a completed Attachment H-2 Form for the substitute firm(s). Any substitution of DBEs shall be subject to prior written approval by the Authority /Department. The Authority /Department may request a statement from the firm being replaced concerning its replacement prior to approving the substitution.

e. The Provider shall designate a DBE liaison officer who will administer the DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.

f. Providers are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

6) **ELIGIBILITY OF DBEs.**

a. The Authority/Department certifies the eligibility of DBEs, DBE joint ventures and DBE truck-owner operators to perform DBE subcontract work on DOT financially assisted contracts.

b. This certification will be accomplished through the use of the appropriate certification schedule contained in this Authority/Department's DBE program.

c. The Authority/Department publishes a Directory of Disadvantaged Business Enterprises containing the names of firms that have been certified to be eligible to participate as DBEs on DOT financially assisted contracts. The directory is available from the Authority's/Department's Business Opportunity Programs Office. The Texas Unified Certification Program DBE Directory can be found on the Internet at: http://www.dot.state.tx.us/services/business_opportunity_programs/tucp_dbe_directory.htm .

d. Only DBE firms certified at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. and 5.d. above. For purposes of the DBE goal on this contract, DBEs will only be allowed to perform work in the categories of work for which they were certified.

7) **DETERMINATION OF DBE PARTICIPATION.**

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subprovider is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

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

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

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

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

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

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

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

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

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

12/06
DBE-FED.ATT

ATTACHMENT H-FN

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

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

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

DETERMINATION OF DBE PARTICIPATION.

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

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

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

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

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

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

12/06 DH-0GOAL.ATT

ATTACHMENT H-SG (NOT APPLICABLE)

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

1) **POLICY.** It is the policy of the Authority/Department to ensure that HUBs shall have an equal opportunity to participate in the performance of contracts; to create a level playing field on which HUBs can compete fairly for contracts and subcontracts; to ensure nondiscrimination on the basis of race, color, national origin, or gender in the award and administration of contracts; to help remove barriers to the participation of HUBs in department contracts; and, to assist in the development of firms that can compete successfully in the market place outside the HUB program. Consequently, the HUB requirements of the Authority/Department's HUB Program apply to this contract as follows:
   (1) The Provider agrees to insure that they shall take all necessary and reasonable steps to meet the HUB goal for this contract.
      a. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.
      b. When submitting the contract for execution by the Authority, the Provider must complete and furnish Attachment H-1 which lists the commitments made to all subproviders, including certified HUB subprovider(s) that are to meet the contract goal, and Attachment H-2 which is a commitment agreement(s) containing the original signatures of the Provider and HUB(s) that were indicated in the original submitted Authority/State of Texas HUB Subcontracting Plan (HSP) in Section 8. For Work Authorization Contracts, Attachment H-1 is required at the time of submitting the contract for execution by the Department. Attachment H-2 will be required to be completed and attach with each work authorization number that is submitted for execution, if the HUB will be performing work. If non-HUB subprovider is performing work, insert N/A (not applicable) on the line provided. A prime must allow a HUB maximum opportunity to perform the work by not creating unnecessary barriers or artificial requirements for the purpose of hindering a HUB's performance under the contract. Any substitutions or changes to the HSP, in addition to any changes to the original contract award, shall be subject to prior written approval by the Department. <u>If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.</u>
      c. Failure to carry out the requirements set forth above shall constitute a breach of contract and may result in a letter of reprimand; in termination of the contract by the Authority; in a deduction from money due or to become due to the Provider, not as a penalty but as damages to the Department's HUB Program; or such other remedy or remedies as the Department deems appropriate.
2) **DEFINITIONS.**
   g. "Authority/Department" means Hidalgo County Regional Mobility Authority (HCRMA) and the Texas Department of Transportation (TxDOT).
   a. "Agreement" is the agreement between the Authority and a Provider.
   b. "Provider" is any individual or company that provides professional or technical services.
   c. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit which combines their property, capital, efforts, skills and knowledge.
   d. "Historically Underutilized Business (HUB)" means any business so certified by the Texas Building and Procurement Commission.
3) **PERCENTAGE GOAL.** The goal for Historically Underutilized Business (HUB) participation in the work to be performed under this contract is **12.2 %** of the contract amount.

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

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

   b. The preceding information shall be submitted directly to the Chair of the Authority responsible for the contract.
   c. The Provider shall make all reasonable efforts to honor commitments to HUB subproviders named in the original HSP in Section 8. Where the Provider terminates or removes a HUB subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Authority/Department that the originally designated HUB was not able or willing to perform. The term "unable" includes, but is not limited to, a firm that does not have the resources and expertise to finish the work and/or a firm that substantially increases the time to complete the project.
   d. The Provider shall make all reasonable efforts to replace a HUB subprovider that is unable or unwilling to perform successfully with another HUB and must meet the HSP Good Faith Effort Requirements. Any substitution of HUBs shall be subject to prior written approval by the Authority. The Authority will request a statement from the firm being replaced concerning its replacement prior to approving the substitution. <u>If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.</u>
   e. The Provider shall designate a HUB liaison officer who will administer the Provider's HUB program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with HUBs.

5) **ELIGIBILITY OF HUBs.**
   a. The Texas Building and Procurement Commission (TBPC) certifies the eligibility of HUBs.
   b. The TBPC maintains a directory of certified HUBs. The HUB Directory is available through the TxDOT Department's Business Opportunity Programs Office and through the Internet at the TBPC's Website (http://www2.tbpc.state.tx.us/cmbl/hubonly.html).
   c. Only HUB firms certified and identified in specific categories and classes at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. above.
   d. If during the course of the contract it becomes necessary to substitute another HUB firm for a firm named in the information submitted by the Provider as required by Section 2.c. above, then only certified HUBs will be considered eligible as a substituted firm. The Provider's written request for

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

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

6) **DETERMINATION OF HUB PARTICIPATION.**

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

7) **COMPLIANCE OF PROVIDER.**

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

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

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

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

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

8) **RECORDS AND REPORTS.**

a. After submission of the initial commitment (Attachment H-1), required by Section 2.c. of this attachment, the Provider shall submit State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) at a minimum monthly, after contract work begins, on subcontracting involvement. One copy of the State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) is to be sent to the Authority/Department's Office monthly. In addition, the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) must be submitted with the Provider's invoice. All payments made to subproviders are to be reported. **The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Reports are required monthly even during months when no payments to subproviders have been made.** The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report will be required until all work on the contract has been completed. The Authority/Department may verify the amounts being reported as paid to HUBs by requesting copies of canceled checks paid to HUBs on a random basis.

b. Subproviders should be identified on the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) by name, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount.

c. All such records must be retained for a period of four years following final payment, or until an investigation, audit, examination, or other review undertaken during the four years, and shall be available at reasonable times and places for inspection by authorized representatives of the Authority/Department and other agencies.

d. Prior to receiving final payment, the Provider shall submit a Final Report (Attachment H-4), detailing the subprovider payments to the AUTHORITY Office of the Authority, and one copy to the Authority/Department with the Provider's final invoice.

12/06
HUB.ATT

ATTACHMENT H-SN (NOT APPLICABLE)

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

POLICY

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

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

DETERMINATION OF HUB PARTICIPATION.

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

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

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

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

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

REQUIRED FORMS.

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

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

ATTACHMENT H-1

Subprovider Monitoring System
Commitment Worksheet

Contract #:_____ Assigned Goal: 12.2% Federally Funded _____
County Funded _____
Prime Provider: Halff Associates, Inc. Total Contract Amount: $1,988,674.98
Prime Provider Info: DBE____HUB ___ Both ___
Vendor ID #: 17513086995 DBE/HUB Expiration Date: _____
(First 11 Digits Only)

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

Subprovider(s) (List All)	**Type of Work**	**Vendor ID #** (First 11 Digits Only)	**D=DBE H=HUB**	**Expiration Date**	**$ Amount or % of Work ***
Cortran Engineering, PLLC	Signing, Striping, TCP	12743722469	D	05/31/2014	TBD
Chanin Engineering	Structural Design	12052966277	H	05/25/2016	TBD
R. Gutierrez Engineering	Roadway Design & Drainage	17428845519	D	05/31/2016	TBD
Subprovider(s) Contract or % of Work* Totals					

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

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

Total DBE **or** HUB Commitment Percentages of Contract 12.2% (DBE)
(Commitment Dollars and Percentages are for Subproviders only)

12/06 DBEH1.AT

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: _____ Assigned Goal: 12.2% Prime Provider Halff Associates, Inc.

Work Authorization (WA)#: _____ WA Amount: **$0** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
FC	**$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: Halff Associates, Inc. **Address:** 5000 West Military Highway, Ste 100 McAllen, Tx 78503 **VID Number:** 17513086995 **PH: ; & FAX:** (956)664-0286; (956)664-0282 **Email:** rsaenz@halff.com	**Name:** Robert L. Saenz, P.E. ***(Please Print)*** **Title:**_____ _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:**_____ _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:**_____ _____ **Signature** **Date**

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

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

Contract #: _____ Original Contract Amount: **$0**
Date of Execution: _____ Approved Supplemental Agreements: **$0**
Prime Provider: Halff Associates, Inc. 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
	Cortran Engineering, PLLC						
	Chanin Engineering						
	R. Gutierrez Engineering						

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: $1,988,674.98

Contract Number:

Vendor ID #	**Subprovider**	**Total $ Amount Paid to Date**
12743722469	Cortran Engineering, PLLC	
12052966277	Chanin Engineering	
17428845519	R. Gutierrez Engineering	
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.

Name	Address	Phone Number
Cortran Engineering, PLLC	219A Center Point Drive, Edinburg Tx 78539	(956)971-0289
Chanin Engineering	4000 Nolana Avenue, Ste N2 McAllen, Tx 78504	(956)687-9421
R. Gutierrez Engineering	130 E. Park Avenue, Pharr, Tx 78577	(956)782-2557

The information must be provided and returned with the contract.

_____ _____
Signature Date

Robert L. Saenz, P.E. rsaenz@halff.com (956)664-0286
Printed Name Email Phone #

ATTACHMENT H-6

Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report

HUB Subcontracting Plan (HSP)
Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Contract/Requisition Number: _____ **Date of Award:** _____ (mm/dd/yyyy) **Object Code:** _____ (Agency Use Only)

Contracting Agency/University Name: _____

Contractor (Company) Name: _____ **State of Texas VID #:** _____

Point of Contact: _____ **Phone #:** _____

Reporting (Month) Period: _____ **Total Amount Paid this Reporting Period to** $ _____ -

Report HUB and Non-HUB subcontractor information

Subcontractor's Name	Subcontractor's VID or HUB Certificate Number	*Texas Certified HUB? (Yes or No)	Total Contract $ Amount from HSP with Subcontractor	Total $ Amount Paid This Reporting Period to Subcontractor	Total Contract $ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
		TOTALS:	$ -	$ -	$ -	

Signature: _____ **Title:** _____ **Date:** _____

***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

Texas Department of Transportation

THE STATE OF TEXAS

Texas Unified Certification Program
TUCP

Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a **DBE** in accordance with Federal Regulations 49 CFR, Part 26

R. GUTIERREZ ENGINEERING CORPORATION (06212)

Issuance Date: January 3, 2007

This Certificate is subject to suspension or revocation, and DBE information is verified annually upon the issuance month.

James Dassett

Director, Business Opportunity Programs Office

Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a **DBE** in accordance with Federal Regulations 49 CFR, Part 26

CORTRAN ENGINEERING, PLLC (VN 23311)

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month.

Current certification information will be listed in the TUCP Directory. The TUCP Directory website is www.txdot.gov

Tamela C. Saldana, Ph.D., Director
DBE & SBE Programs
Office of Civil Rights

State of Texas

Historically Underutilized Business Certification and Compliance Program

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

CHANIN ENGINEERING, 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-MAY-2012, 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, addresses, phone and fax numbers or authorized signatures) 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.

Paul A. Gibson

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Certificate/VID Number:	1205296627700
File/Vendor Number:	055201
Approval Date:	25-MAY-2012
Expiration Date:	25-MAY-2016

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 and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement//cmbl/hubonly.html) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

ATTACHMENT I

CERTIFICATE OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/07/2014

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

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

PRODUCER
Bell Insurance Agency
16980 Dallas Parkway
Dallas, TX 75248

CONTACT NAME: Candy Goehring
PHONE (A/C, No, Ext): 972.581.4915 FAX (A/C, No): 972.581.4916
E-MAIL ADDRESS: cgoehring@bellgroup.com

INSURED Halff Associates, Inc.
1201 N. Bowser
Richardson, TX 75081

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Massachusetts Bay	22306
INSURER B:	Allmerica Financial Benefit	41840
INSURER C:	The Hanover Ins. Co.	22292
INSURER D:	ACE American Ins. Co.	22667
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 13/14 Master 2MIL Prof 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			ZDDA051278	07/12/2013	07/12/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			AWDA051300	07/12/2013	07/12/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UHDA051287	07/12/2013	07/12/2014	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	W2DA028649	07/12/2013	07/12/2014	X WC STATU-TORY LIMITS / 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
D	Professional Liability Claims Made Policy			EONG21673845	07/12/2013	07/12/2014	$2,000,000 Per Claim Limit $2,000,000 Aggregate Limit	

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

Re: International Bridge Trade Corridor
Certificate Holder is included as additional insured with respects to the General Liability. Waiver of Subrogation applies.

CERTIFICATE HOLDER

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

CANCELLATION

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

Thomas J. Ashley/CANDY

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

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: Halff Associates, Inc. _____.

BY:_____

DATE: _____

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 as well as any and all 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: Chanin Engineering, LLC

BY: _____

DATE: 4/7/14

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 as well as any and all 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: Yara M. Corbitt

BY: Y Corbitt, PE

DATE: 04/10/14

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 as well as any and all 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: R. Gutierrez Engineering Corporation

BY: Rain

DATE: April 7, 2014

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

4/7/14

Date

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

70 2013 02470695

Instrument Number: 2013-2470695

As

Recorded On: December 10, 2013 **Recording**

Parties: **Billable Pages: 1**

To **Number of Pages: 2**

Comment: CONFLICT OF INTEREST

**** Examined and Charged as Follows: ****

Recording	26.00
Total Recording:	**26.00**

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2013-2470695
Receipt Number: 1405783
Recorded Date/Time: December 10, 2013 03:55P

User / Station: M Cantu - Cash Station 03

Record and Return To:

YARA M CORBITT
RETURN TO CUSTOMER
TX

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Cortran Engineering, PLLC - Yara M. Corbitt, PE

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

12/11/2013

Date

Adopted 06/29/2007

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

THERE NO KNOWN BUSINESS RELATIONSHIPS BETWEEN HALFF ASSOCIATES, INC. OR ANY OF ITS EMPLOYEES OR PRINCIPALS WITH THE LOCAL GOVERNMENTAL ENTITY

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

NONE

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☑ No **and, NOT APPLICABLE**

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No **and, NOT APPLICABLE**

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No **and, NOT APPLICABLE**

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

4·08·2014

Date

Adopted 06/29/2007

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Ramiro Gutierrez, P.E.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Ram , P.E.

Signature of person doing business with the governmental entity

April 7, 2014

Date

Adopted 06/29/2007

ATTACHMENT K
DEBARMENT CERTIFICATION

Texas Department of Transportation

DEBARMENT CERTIFICATION
ARCHITECTURAL, ENGINEERING AND SURVEYING
("PROVIDER") CONTRACTS

(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.

Halff Associates, Inc.
Name of Provider

Signature of Certifying Official

Vice President
Title of Certifying Official

04/09/14
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

Texas Department of Transportation

DEBARMENT CERTIFICATION
ARCHITECTURAL, ENGINEERING AND SURVEYING
("PROVIDER") CONTRACTS

(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.

Miguel Chanin, P.E.
Name of Provider

Signature of Certifying Official

President
Title of Certifying Official

04/07/14
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

DEBARMENT CERTIFICATION
ARCHITECTURAL, ENGINEERING AND SURVEYING
("PROVIDER") CONTRACTS

(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.

Yara M. Corbitt
Name of Provider

Corbitt, PE
Signature of Certifying Official

President
Title of Certifying Official

04/10/14
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

DEBARMENT CERTIFICATION
ARCHITECTURAL, ENGINEERING AND SURVEYING
("PROVIDER") CONTRACTS

(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.

R. Gutierrez Engineering Corporation
Name of Provider

Signature of Certifying Official

President
Title of Certifying Official

04/07/14
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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3D**
PLANNING COMMITTEE		**DATE SUBMITTED**	**4/15/14**
FINANCE COMMITTEE		**MEETING DATE**	**4/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014 -36 – APPROVAL OF SUPPLEMENTAL NUMBER 1 TO WORK AUTHORIZATION NUMBER 2 TO THE PROFESSIONAL SERVICE AGREEMENT WITH QUINTANILLA HEADLEY AND ASSOCIATES TO PREPARE ROW STRIP MAPS AND PARCEL PLATS FOR THE STATE HIGHWAY 365 PROJECT F.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Recommendation on Supplemental Number 1 to Work Authorization No. 2 to Professional Service Agreement with Quintanilla, Headley & Associates for right of way mapping and parcel tract platting for SH 365 to include 48 additional parcels from FM 396 to SH 336.

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

4. Budgeted: X Yes ___No ___N/A Funding Source: Loop Fund

Approved maximum payable fee	$794,192.50
Approved Work Authorizations 1 & 2	$732,496.25
Maximum fee balance	$ 61,696.25
Total authorized for WA 1 & 2	$732,496.25
Payments to date for WA 1 & 2	($500,516.25)
Work Authorization balance	$231,980.00

   Proposed Supplemental No. 1 to Work Authorization No. 2:

Right of Way Mapping and Parcel Tract Platting for 48 additional parcels	**$148,800.00**
Total Proposed Supplemental No. 1 Work Authorization No. 2	**$148,800.00**

5. Staff Recommendation**: Motion to approve Resolution 2014-37 - Approval of Supplemental No. 1 to Work Authorization No. 2 to Professional Service Agreement with Quintanilla, Headley & Associates in the amount of $148,800.00 for a revised amount of $881,296.25.**

6. Program Manager's Recommendation: **X** Approved ___Disapproved ___None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: April 15, 2014

Re: **Approval of Supplemental No. 1 to Work Authorization No. 2 to the Professional Service Agreement with Quintanilla Headley and Associates**

Background
On October 27, 2011, the Hidalgo County Regional Authority (HCRMA) awarded a professional surveying service agreement to Quintanilla, Headley & Associates (QHA) to perform surveying work for the SH 365 Project from SH 336 to FM 3072 in the maximum payable amount of $440,438.75.

On November 15, 2011, the HCRMA Board of Directors approved Supplemental Number 1 to the professional surveying service agreement with QHA in the amount $25,000.00 for a revised maximum payable amount of $440,438.75 and also approved Work Authorization Number 1 and Work Authorization Number 2 with Consultant in the amounts of $415,438.75 and $25,000.00 respectively.

On November 21, 2012, the HCRMA Board of Directors Amended and Restated the professional surveying service agreement with the QHA to revise the Scope of Service, Work Authorization requirement and DBE/HUB reporting requirement. The maximum payable amount remained at $440,438.75 and Work Authorizations Numbers 1 and 2 were consolidated into Work Authorization Number 1, with the aggregate amount remaining at $440,438.75.

On March 20, 2013, the HCRMA Board of Directors approved Supplemental Number 1 to the Amended and Restate agreement with the QHA to revise the Scope of Service and Work Authorization Number 1 for SH 365 from SH 336 to FM 3072 for an increase in the amount of $353,753.75, for a revised maximum payable amount of $794,192.50. Work Authorization Number 1 was revised to the amount of $422,496.25.

On October 16, 2013, the HCRMA Board of Directors approved Work Authorization Number 2 for a right of way strip map and parcel plats for SH 365 from FM 1016 to SH 336 in the amount of $310,000.00

Goal
While preparing the right of way strip map and parcel plats, the consultant discovered 48 additional parcel splits along the designated limits. It will be necessary to prepare maps, plats and legal descriptions for the additional parcels in order to finalize right of way acquisition from SH 336 to FM 3072.

Options

The task listed above may be deferred or dis-approved, however, completing the work in a timely manner may be placed at risk due to the time constraints and aggressive schedule for the SH 365 Project.

Recommendation

Based on review by this office, **approval of Supplemental No. 1 to Work Authorization No. 2 of Professional Service Agreement with Quintanilla, Headley & Associates is recommended in the amount of $148,800.00 for a revised amount of $881,296.25**.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 36

APPROVAL OF SUPPLEMENTAL NUMBER 1 TO WORK AUTHORIZATION NUMBER 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH QUINTANILLA, HEADLEY AND ASSOCIATES TO PREPARE RIGHT OF WAY STRIP MAPS AND PARCEL PLATS FOR THE STATE HIGHWAY 365 PROJECT FROM SH 336 TO FM 3072

THIS RESOLUTION is adopted this 23rd day of April, 2014, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on October 27, 2011, the Authority awarded a professional surveying service agreement to Quintanilla, Headley and Associates (the "Consultant") to perform surveying work for the SH 365 Project from SH 336 to FM 3072 in the maximum payable amount of $415,438.75;

WHEREAS, on November 15, 2011, the Authority approved Supplemental Number 1 to the professional surveying service agreement with Consultant in the amount $25,000.00 for a revised maximum payable amount of $440,438.75;

WHEREAS, on November 15, 2011, the Authority also approved Work Authorization Number 1 and Work Authorization Number 2 with Consultant in the amounts of $415,438.75 and $25,000.00 respectively;

WHEREAS, on November 21, 2012, the Authority Amended and Restated the professional surveying service agreement with the Consultant to revise the Scope of Service, Work Authorization requirement and DBE/HUB reporting requirement. The Consultants maximum payable amount remained at $440,438.75 and Work Authorizations Numbers 1 and 2 were consolidated into Work Authorization 1, with the aggregate amount remaining at $440,438.75;

WHEREAS, on March 20, 2013 the Authority approved Supplemental Number 1 to the Amended and Restate agreement with the Consultant to revise the Scope of Service and Work Authorization Number 1 for SH 365 from SH 336 (10th Street) to US 281/Military Highway for an increase in the amount of $353,753.75, for a revised maximum payable amount of $794,192.50. Work Authorization Number 1 was revised to the amount of $422,496.25;

WHEREAS, on October 16, 2013, the Authority approved Work Authorization No. 2 to the Amended and Restated agreement with the Consultant to provide Right of Way Strip Maps and Parcel Plats for SH 365 from SH 336 to FM 3072 in the amount of $310,000.00;

WHEREAS, the Authority has determined it is necessary to approve Supplemental No. 1 to Work Authorization No. 2 to the Amended and Restated agreement with the Consultant to provide Right of Way Strip Maps and Parcel Plats for 48 additional parcels in the amount of $148,800.00;

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

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

Section 2. The Board hereby approves Supplemental Number 1 to Work Authorization Number 2 to the Amended and Restated Agreement attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Supplemental Number 1 to Work Authorization Number 2 to the Amended and Restated Agreement 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 23rd day of April, 2014, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

SUPPLEMENTAL NUMBER 1 TO WORK AUTHORIZATRION NUMBER 2
TO
PROFESSIONAL SURVEYING SERVICE AGREEMENT WITH QUINTANILLA, HEADLEY AND ASSOCIATES DATED OCTOBER 27, 2011
AND
AMENDED AND RESTATED ON NOVEMBER 21, 2012

♦Contract♦

Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)

SURVEYING SERVICES
For SH 365 Segment 0031
From SH 336 (10th Street)
To FM 3072 (near Sta. 1218+65)

SWA No. 1 to WA No. 2

November 21, 2012

QUINTANILLA, HEADLEY & ASSOCIATES, INC.

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 2

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 2

EXHIBIT D-3
SUPPLEMENTAL WORK AUTHORIZATION NO. __1__
TO WORK AUTHORIZATION NO. _2_
AGREEMENT FOR SURVEYING SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Surveying Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Quintanilla, Headley & Associates Inc. (the Surveyor).

Exhibit C

Work Schedule is amended as noted on Exhibit C and will terminate on June 30. 2014.

Exhibit D

Fee Schedule/Budget is amended as noted in Exhibit D for a total amount of $148,800.00.

Exhibit H-2

Subprovider Monitoring System Commitment Agreement is amended as noted in Exhibit H-2.

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

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

List of Exhibits:
Exhibit D Fee Schedule/Budget
Exhibit H-2 Subprovider Monitoring System Commitment Agreement

EXHIBIT D
FEE SCHEDULE/BUDGET

Quintanilla, Headley and Associates, Inc.
Survey Services for the HCRMA
Supplemental Work Authorization No. 1 to Work Authorization No.2
Schedule Duration: August 1, 2013 to June 30, 2014

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Supplemental Work Authorization No. 1 to Work Authorization No. 2
SH 365 Surveying Services

SURVEY SERVICES DESCRIPTION	Registered Professional Land Surveyor	Survey Tech	CAAD Tech	CADD Workstation with Plotter	3 Person Field Party					Total Labor Hrs.	Remarks	Task Cost
Section 7 – Right of Way Mapping and Parcel Tract Platting												
LUMP SUM FEE FOR ADDITIONAL 48 PARCELS AT $3,100 PER PARCEL											**Lump Sum**	
Limits for this service: 50 parcels estimated… final number of parcels has not been determined.											**$ 148,800**	$ 148,800.00
7.1 Coordination, Admin., Research and Abstracting Tasks												
7.2 Field Work Tasks												
7.3 Office Work / Delivery Preparation Tasks												
Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**$ 148,800.00**
Total Manhours by Classification	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		
Contract Hourly Rate by Classification	$ 165.00	$ 68.75	$ 55.00	$ 55.00	$ 151.25	$ -	$ -	$ -	$ -			
Total Fee by Classification	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
											CHECK (MHRs):	
% Utilization by Over 6 months	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**		**0**	
% of Total Labor Hours	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**CHECK (LABOR):**	
% of Total Labor Cost	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**$ -**	
TOTAL DIRECT LABOR COST												**$ 148,800.00**
DIRECT EXPENSES	**Rate**	**Unit**	**Amount**	**Total**								
		LS	1	$ -							**$ -**	
				$ -							**$ -**	
				$ -							**$ -**	
				$ -							**$ -**	
				$ -							**$ -**	
				$ -							**$ -**	
				$ -							**$ -**	
				$ -							**$ -**	
				$ -							**$ -**	
				$ -							**$ -**	
TOTAL DIRECT EXPENSES				$ -								**$ -**
SPECIAL SERVICES FEE (SUBCONSULTANTS)												**DBE Participation 0.00%**
Name	**Task(s) Summary**											
TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)												**$ -**
GRAND TOTAL												**$ 148,800.00**

EXHIBIT H-2
SUBPROVIDER MONITORING SYSTEM COMMITMENT AGREEMENT

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: Exhibit H-2 is required to be attached to each contract that does not include work authorizations. Exhibit H-2 is required to be attached with each work authorization. Exhibit 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 Quintanilla, Headley & Associates Inc.

Work Authorization (WA)#: 2 WA Amount: **$310,000.00** Date: _____
Supplemental Work Authorization (SWA) #: 1 to WA #: 2 SWA Amount: $148,800.00
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Survey	**$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: Quintanilla, Headley & Associates Inc. **Address: 124 E. Stubbs Edinburg, Texas 78539** **VID Number: 17426481671** **PH: (956) 381-6480; FX: (956) 381-0527** **Email: alfonsoq@qhaengineering.com**	**Name:** Alfonso Quintanilla ***(Please Print)*** **Title:** President **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name: CVQ Land Surveyors** **VID Number: 12601525863** **Address: 517 Beaumont McAllen, TX 78501** **PH: (956) 618-1551; FX: (956) 618-1547** **Email: cvq@cvqls.com**	**Name:** Carlos Vasquez ***(Please Print)*** **Title:** President **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **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).

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: Exhibit H-2 is required to be attached to each contract that does not include work authorizations. Exhibit H-2 is required to be attached with each work authorization. Exhibit 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 Quintanilla, Headley & Associates Inc.

Work Authorization (WA)#: 2 WA Amount: **$310,000.00** Date: _____
Supplemental Work Authorization (SWA) #: 1 to WA #: 2 SWA Amount: $148,800.00
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Survey	**$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: Quintanilla, Headley & Associates Inc. **Address: 124 E. Stubbs Edinburg, Texas 78539** **VID Number: 17426481671** **PH: (956) 381-6480; FX: (956) 381-0527** **Email: alfonsoq@qhaengineering.com**	**Name:** Alfonso Quintanilla ***(Please Print)*** **Title:** President **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **R. Gutierrez Engineering Corporation** **VID Number: 17428845519** **Address: 130 E. Park Pharr, TX 78577** **PH: (956) 782-2557; FX: (956) 782-2558** **Email: rgutierrez@rgec.net**	**Name:** Ramiro Gutierrez ***(Please Print)*** **Title:** President **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **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).

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: Exhibit H-2 is required to be attached to each contract that does not include work authorizations. Exhibit H-2 is required to be attached with each work authorization. Exhibit 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 Quintanilla, Headley & Associates Inc.

Work Authorization (WA)#: 2 WA Amount: **$310,000.00** Date: _____
Supplemental Work Authorization (SWA) #: 1 to WA #: 2 SWA Amount: $148,800.00
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Engineering-Related Tasks	**$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: Quintanilla, Headley & Associates Inc. **Address: 124 E. Stubbs Edinburg, Texas 78539** **VID Number: 17426481671** **PH: (956) 381-6480; FX: (956) 381-0527** **Email: alfonsoq@qhaengineering.com**	**Name:** Alfonso Quintanilla ***(Please Print)*** **Title:** President **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **Javier Hinojosa Engineering** **VID Number: 74-2865301 (Federal I.D.)** **Address: 416 E. Dove Avenue McAllen, TX 78504** **PH: (956) 668-1588; FX: (956) 994-8102** **Email: javhin@rgv.rr.com**	**Name:** Javier Hinojosa ***(Please Print)*** **Title:** President **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **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).

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3E**
PLANNING COMMITTEE		**DATE SUBMITTED**	**4/15/14**
FINANCE COMMITTEE		**MEETING DATE**	**4/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014 -37 – APPROVAL OF SUPPLEMENTAL NUMBER 1 TO WORK AUTHORIZATION NUMBER 3 TO THE PROFESSIONAL SERVICE AGREEMENT WITH TEDSI INFRASTRUCTURE GROUP TO PREPARE ROW STRIP MAPS AND PARCEL PLATS FOR THE US 281/MILITARY HIGHWAY OVERPASS PROJECT.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Recommendation on approval of Supplemental No. 1 to Work Authorization No. 3 to Professional Service Agreement with TEDSI Infrastructure to provide right of way strip map for 13 additional parcels along US 281/Military Highway from Spur 600 to FM 2557 in the amount of $65,100.00.

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

4. Budgeted: ___Yes ___No X N/A Funding Source: Loop Fund

Approved maximum payable fee	$2,067,326.87
Approved Work Authorization 1, 2 3 & 4	$2,067,326.87
Maximum fee balance	$ 0.00
Total authorized for WA 1, 2, 3 & 4	$2,067,326.87
Payments to date for WA 1, 2, 3 & 4	($ 760,125.32)
Work Authorization balance	$1,307,201.55

Proposed Supplemental No. 1 to Work Authorization No. 3:

Right of Way Mapping and Parcel Tract Platting for 13 additional parcels	**$65,100.00**
Total Proposed Supplemental No. 1 to Work Authorization No. 3	**$65,100.00**

5. Staff Recommendation**: Motion to recommend approval of Supplemental Number 1 to Work Authorization Number 3 to the Professional Service Agreement with TEDSI Infrastructure in the amount of $65,100.00 for a revised amount of $2,132,426.87.**

6. Program Manager's Recommendation: **X** Approved ___Disapproved ___None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: April 15, 2014

Re: **Approval of Supplemental Agreement No. 1 to Work Authorization No. 3 to the Professional Service Agreement with TEDSI Infrastructure**

Background
On June 20, 2012, the Hidalgo County Regional Mobility Authority (HCRMA) Board of Directors awarded a professional service agreement for engineering services to TEDSI Infrastructure Group for design work, including plans, specifications, and estimates, for the US 281/Military Highway Overpass at SH 365 in the maximum payable amount of $1,430,733.00.

On June 20, 2012, the HCRMA Board of Directors also approved Work Authorization Number 1 in the amount $142,735.06 for route analysis.

On November 21, 2012, the HCRMA Board of Directors Amended and Restated the professional service agreement with the Consultant to revise the DBE/HUB reporting requirements with no change in the contract amount.

On April 17, 2013, the HCRMA Board of Directors approved Work Authorization Number 2 in the amount of $746,739.14 to develop schematics, drainage studies, utility research and partial geotechnical services for the overpass at US 281/Military Highway and San Juan Road.

On November 20, 2013, the HCRMA Board of Directors approved Work Authorization Number 3 in the amount of $40,225.96 to prepare right of way strip maps and parcel plats for the US 281/Military Highway Overpass Project.

On December 18, 2013, the HCRMA Board of Directors approved Work Authorization Number 4 in the amount of $1,132,626.71 to prepare final plans, specifications and estimates for the US 281/Military Highway Overpass Project.

Goal
While preparing the right of way strip map and parcel plats, the consultant discovered 13 additional parcel splits along the designated limits. It will be necessary to prepare maps, plats and legal descriptions for the additional parcels in order to finalize right of way acquisition for the US 281/Military Highway Overpass Project.

Options
Supplemental No. 1 to Work Authorization No. 3 may be disapproved and the work deferred to a later date, however, the proposed accelerated letting schedule in the late fall of 2014 will not be achieved.

Recommendation
Based on review by this office, **approval of Supplemental No. 1 to Work Authorization No. 3 to the Professional Service agreement with TEDSI Infrastructure is recommended in the amount of $65,100.00 for a revised amount of $2,132,426.87.**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 37

APPROVAL OF SUPPLEMENTAL NUMBER 1 TO WORK AUTHORIZATION NUMBER 3 TO PROFESSIONAL SERVICE AGREEMENT WITH TEDSI INFRASTRUCTURE GROUP TO PREPARE RIGHT OF WAY STRIP MAPS AND PARCEL PLATS FOR THE US 281/MILITARY HIGHWAY OVERPASS PROJECT

THIS RESOLUTION is adopted this 23rd day of April, 2014, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on June 20, 2012, the Authority awarded a professional service agreement for engineering services to TEDSI Infrastructure Group (the "Consultant") for design work, including plans, specifications, and estimates, for the US 281/Military Highway Overpass at SH 365 in the maximum payable amount of $1,430,733.00; and

WHEREAS, on June 20, 2012, the Authority also approved Work Authorization Number 1 in the amount $142,735.06 for route analysis; and

WHEREAS, on November 21, 2012, the Authority Amended and Restated the professional service agreement with the Consultant to revise the DBE/HUB reporting requirements; and

WHEREAS, on April 17, 2013, the Authority approved Work Authorization Number 2 with the Consultant in the amount of $746,739.14 to develop schematics, drainage studies, utility research and partial geotechnical services for the overpass at US 281/Military Highway and San Juan Road; and

WHEREAS, on November 20, 2013, the Authority approved Work Authorization Number 3 with the Consultant in the amount of $40,225.96 to prepare right of way strip maps for the US 281/Military Highway Overpass Project; and

WHEREAS, the Authority has determined it is necessary to approve Supplemental Number 1 to Work Authorization Number 3 with the Consultant to prepare right of way strip maps for 13 additional parcels for the overpass project at US 281/Military Highway and San Juan Road in the amount of $65,100.00;

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

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

Section 2. The Board hereby approves Supplemental Number 1 to Work Authorization Number 3 to the Agreement attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Supplemental Number 1 to Work Authorization Number 3 to the Agreement 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 23rd day of April, 2014, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

SUPPLEMENTAL NUMBER 1 TO WORK AUTHORIZATION NUMBER 3
TO
PROFESSIONAL SERVICE AGREEMENT WITH TEDSI INFRASTRUCTURE GROUP DATED JUNE 20, 2012

♦Contract♦

Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)

ENGINEERING / DESIGN SERVICES
For SH 365 Segment 0033
At US 281 (Military Highway)
To TxDOT Pharr International
Bridge Truck Inspection Station

SWA No. 1 to WA No. 3

TEDSI INFRASTRUCTURE GROUP, INC.

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 3

ATTACHMENT D-2

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO WORK AUTHORIZATION NO. __3__
AGREEMENT FOR ENGINEERING SERVICES

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

The following terms and conditions of Work Authorization No. _3_ are hereby amended as follows:

Exhibit D

Fee Schedule/Budget is amended as noted in Exhibit D for a total amount of $65,100.00.

Exhibit H-2

Subprovider Monitoring System Commitment Agreement is amended as noted in Exhibit H-2

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. __3__ not hereby amended are to remain in full force and effect.

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

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

List of Exhibits:
Exhibit D - Fee Schedule/Budget
Exhibit H-2 – Subprovider Monitoring System Commitment Agreement

EXHIBIT D
FEE SCHEDULE/BUDGET

TEDSI INFRASTRUCTURE GROUP
Engineering Services for the HCRMA
Supplemental No. 1 to Work Authorization No. 3

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Scope of Services
SH 365 and US 281

FC 130 - RIGHT OF WAY/UTILITY DATA DESCRIPTION	Sr. Project Manager	Project Manager	Senior Engineer (V Civil)	Project Engineer (V Civil)	Project Engineer (III,IV Civil)	EIT	Senior Engineering Tech.	CADD Operator	Admin/Clerical	2 Party Survey Crew	Total Labor Hrs.	Remarks	Task Cost
Section 7 – Right of Way Mapping and Parcel Tract Platting													$ -
Lump Sum Fee for additional 21 parcels at $3,100 per parcel													
Limits for this service: Along US 281 from 0.45 Mi East of Spur 600 to FM 2557 and along SH 365 at approx. 200-ft North of US 281 to BSIF Connector at Spur 29												**Lump Sum**	
7.1 Coordination, Admin., Research and Abstracting Tasks											0	$ 6,300.00	$ 6,300.00
7.2 Field Work Tasks											0		$ -
7.3 Office Work / Delivery Preparation Tasks											0		$ -
Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**0**		**$ 6,300.00**
Total Manhours by Classification	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**0**		
Contract Hourly Rate by Classification	$ 189.02	$ 183.02	$ 171.01	$ 135.01	$ 120.01	$ 105.01	$ 90.01	$ 75.01	$ 60.01				
Total Fee by Classification	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 323.40	$ -		
												CHECK (MHRs):	
% of Total Labor Hours	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**		**#DIV/0!**	**CHECK (LABOR):**	
% of Total Labor Cost	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**		**#DIV/0!**	**$ -**	
TOTAL DIRECT LABOR COST													**$ 6,300.00**
DIRECT EXPENSES	**Rate**	**Unit**	**Amount**	**Total**									
8 1/2" X 11" copies	$ 1.00	each	0	$ -								**$ -**	
11" x 17" copies	$ 1.50	each	0	$ -								**$ -**	
Plots	$ 4.00	square foot	0	$ -								**$ -**	
Mileage	$ 0.565	mile	0	$ -								**$ -**	
Shipping	$ 25.00	each	0	$ -								**$ -**	
Photos	$ 25.00	set	0	$ -								**$ -**	
Property Document copies from County Clerk				$ -								**$ -**	
				$ -								**$ -**	
				$ -								**$ -**	
TOTAL DIRECT EXPENSES				$ -								**$ -**	**$ -**
SPECIAL SERVICES FEE (SUBCONSULTANTS) (DBE SUBCONSULTANTS INDICATED IN BOLD)													**DBE Participation 90.32%**
Name	**Task(s) Summary**											**$ -**	
Ramiro Gutierrez Engineering												**$ 58,800.00**	
												$ -	
												$ -	
TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)													**$ 58,800.00**
GRAND TOTAL													**$ 65,100.00**

ASSUMPTIONS:

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

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: Exhibit H-2 is required to be attached to each contract that does not include work authorizations. Exhibit H-2 is required to be attached with each work authorization. Exhibit 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 TEDSI Infrastructure Group, Inc.

Work Authorization (WA) #: 3 WA Amount: **$40,225.96** Date: _____
Supplemental Work Authorization (SWA) #: 1 to WA #: 3 SWA Amount: **$65,100.00**
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
FC 130 (21 parcels at $2,800.00)	**$58,800.00**
Total Commitment Amount *(Including all additional pages.)*	

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: TEDSI Infrastructure Group, Inc. **Address: 1201 E. Expressway 83 Mission, TX 78572** **VID Number: 17601280146** **PH: (956) 424-7898 FX: (956) 424-7022** **Email: jsalinas@tedsi.com**	**Name:** Jesus Salinas ***(Please Print)*** **Title:** President _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name: Ramiro Gutierrez Engineering** **VID Number: 17422884551900** **Address: 130 E. Park Avenue** **Pharr, Texas 78577** **PH: (956) 782-2557; FX: (956) 782-2558** **Email: rgutierrez@rgec.net**	**Name:** Ramiro Gutierrez ***(Please Print)*** **Title:** President _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **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).

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3F**
PLANNING COMMITTEE		**DATE SUBMITTED**	**4/15/14**
FINANCE COMMITTEE		**MEETING DATE**	**4/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014-38 – APPROVAL OF RANKING FOR CONSTRUCTION MATERIAL TESTING SERVICES AND AUTHORIZATION FOR STAFF TO NEGOTIATE WITH RABA KISTNER, L&G LABORATORIES AND TERRACON.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Approval of ranking for Construction Material Testing Services and authorization to negotiate with Raba Kistner, L&G Laboratories and Terracon is required.

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

4. Budgeted: X Yes ___No ___N/A Funding Source: VRF Bond

5. Staff Recommendation**: Motion to approve Resolution 2014-38 - Approval of ranking for Construction Material Testing Services and authorization for staff to negotiate with Raba Kistner, L&G Laboratories and Terracon.**

6. Program Manager's Recommendation: **X** Approved ___Disapproved ___None

7. Technical Committee's Recommendation: **X** Approved ___Disapproved ___None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: April 15, 2014

Re: **Approval of ranking for Construction Material Testing Services and authorization to negotiate with Raba Kistner, L&G Laboratories and Terracon**

Background
On March 31, 2014, the Hidalgo County Regional Mobility Authority (HCRMA) Board of Directors authorized the Technical Committee to rate, rank and recommend a short list for Construction Material Testing Services for the State Highway 365 (SH 365) and International Bridge Trade Corridor (IBTC) Projects.

Goal
In order to establish the services that are necessary to provide material quality control/quality assurance for the project, professional service agreements will be required with three (3) firms due to the anticipated work load expected during construction of SH 365 and IBTC Projects.

The Technical Committee has rated and ranked the firms that submitted Statements of Qualifications in the following order:

1. Raba Kistner
2. L&G Laboratories
3. Terracon
4. PSI Industries

Additionally, based on the ranking, the Technical Committee is recommending interviews be dispensed with and that staff be authorized to negotiate with the top three firms, which are Raba Kistner, L&G Laboratories and Terracon.

Options
The proposed recommendation may be disapproved by the Board.

Recommendation
Based on review by this office, **approval of Resolution 2014-38 – Approval of ranking for Construction Material Testing Services and authorization for staff to negotiate with Raba Kistner, L&G Laboratories and Terracon is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 38

APPROVAL OF RANKING FOR CONSTRUCTION MATERIAL TESTING SERVICES AND AUTHORIZATION FOR STAFF TO NEGOTIATE WITH RABA KISTNER, L&G LABORATORIES AND TERRACON

THIS RESOLUTION is adopted this 23rd day of April, 2014, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

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

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on March 31, 2014, the Board of Directors authorized the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for Construction Material Testing Services; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the Construction Material Testing Services and recommends interviews be dispensed with and that staff be authorized to negotiate with the top three ranked firms; Raba Kistner, L&G Laboratories and Terracon;

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 determines the final ranking for Construction Material Testing Services, which are firms ranked 1 through 4, hereto attached as Exhibit A.

Section 3. The Board authorizes Authority staff to negotiate with the top three firms of Raba Kistner, L&G Laboratories and Terracon for Construction Material Testing Services.

Section 4. Upon successful negotiation by Authority Staff, the Professional Service Agreements for Construction Material Testing Services will considered by the Board of Directors for formal award at the first available regular meeting.

*****

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 23rd day of April, 2014, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

FINAL RANKING
FOR
CONSTRUCTION MATERIAL TESTING SERVICES
2014

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
SOQ RANKING MATRIX

PROJECT NAME: **CONSTUCTION MATERIAL TESTING SERVICES - 2014**

DATE: **April 15, 2014**

COMPANY NAME	EVALUATOR 1	EVALUATOR 2	EVALUATOR 3					TOTAL	RANKING
Raba Kistner	95	97	96					288	1
L&G Laboratories	93	91	97					281	2
Terracon	81	90	78					249	3
PSI Industries	67	86	66					219	4

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3G**
PLANNING COMMITTEE		**DATE SUBMITTED**	**4/15/14**
FINANCE COMMITTEE		**MEETING DATE**	**4/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014-39 – APPROVAL OF SHORT LIST RECOMMENDED BY THE TECHNICAL COMMITTEE FOR ITS & TOLL DESIGNER SERVICES TO BE INTERVIEWED FOR THE HIDALGO COUNTY LOOP SYSTEM.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Approval of short list recommended by the Technical Committee for ITS & Toll Designer Services to be interviewed for the Hidalgo County Loop System is required.

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

4. Budgeted: X Yes ___No ___N/A Funding Source: VRF Bond

5. Staff Recommendation**: Motion to approve Resolution 2014-39 - Approval of short list recommended by the Technical Committee for ITS & Toll Designer Services to be interviewed for the Hidalgo County Loop System 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 Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: April 15, 2014

Re: **Approval of short list recommended by the Technical Committee for ITS & Toll Designer Services to be interviewed for the Hidalgo County Loop System**

Background
On March 31, 2014, the HCRMA Board of Directors approved the Technical Committee to rate, rank and recommend a short list to the Board.

Goal
Two firms submitted Statements of Qualifications and the Technical Committee has completed the rating and ranking for the following firms:

1. TEDSI Infrastructure Group
2. Maldonado-Burkett

The Technical Committee recommends that the Board of Directors interview both firms at the next available regular meeting.

Options
The Board may chose to not interview both firms and select the qualified firm based on the ranking.

Recommendation
Based on review by this office, **approval of Resolution 2014-30 – Approval of the short list recommended by the Technical Committee for ITS & Toll Designer Services is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 39

APPROVAL OF SHORT LIST RECOMMENDED BY THE TECHNICAL COMMITTEE FOR ITS & TOLL DESIGNER SERVICES TO BE INTERVIEWED FOR THE HIGALGO COUNTY LOOP SYSTEM

THIS RESOLUTION is adopted this 23rd day of April, 2014, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

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

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on March 31, 2014, the Board of Directors authorized the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for ITS & Toll Designer Services; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the ITS & Toll Designer Services and recommends that the top two firms TEDSI Infrastructure Group and Maldonado-Burkett be interviewed by the Board of Directors;

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 determines the final ranking for ITS & Toll Designer Services, which are firms ranked 1 through 2, hereto attached as Exhibit A.

Section 3. The Board authorizes Authority staff to schedule formal interviews with the top two firms at the first available regular meeting.

*****

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 23rd day of April, 2014, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

FINAL RANKING
FOR
ITS & TOLL DESIGNER SERVICES

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
SOQ RANKING MATRIX

PROJECT NAME: **ITS & Toll Designer Services**
DATE: **April 15, 2014**

COMPANY NAME	EVALUATOR 1	EVALUATOR 2	EVALUATOR 3					TOTAL	RANKING
Maldonado-Burkett	47	75	80					202	2
TEDSI Infrastructure	90	96	100					286	1

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3H**
PLANNING COMMITTEE		**DATE SUBMITTED**	**4/15/14**
FINANCE COMMITTEE		**MEETING DATE**	**4/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014 - 40 – AWARD OF CONTRACT FOR LEGAL SERVICES TO THE LAW OFFICE OF DANIEL G. RIOS, PC AND BRACEWELL & GIULIANI FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Approval of award of contract for legal services to the Law Office of Daniel G. Rios, PC and Bracewell & Giuliani, LLP, for Legal Services for the Hidalgo County Regional Mobility Authority.

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

4. Budgeted: X Yes ___No ___N/A Funding Source: VRF Bond

5. Staff Recommendation**: Motion to approve Resolution 2014 - 40 – Award of Contract for Legal Services to the Law Office of Daniel G. Rios, PC and Bracewell & Giuliani, LLP, for the Hidalgo County Regional Mobility Authority.**

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 Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: April 15, 2014

Re: **Award of Contract for Legal Services**

Background
On February 21, 2014, the Hidalgo County Regional Mobility Authority (HCRMA) received a single response to the formal solicitation for Request for Proposals for Legal Services.

On March 31, 2012, the HCRMA Board of Directors authorized staff to negotiate a professional service agreement with the Law Office of Daniel G. Rios, PC and Bracewell & Giuliani, LLP.

Goal
In order for the Authority to conduct business, general counsel legal services are required from time to time. Counsel services may be provided in the areas of administrative law, public law, transportation law, real estate law, contract law, employment law, and litigation.

Staff has negotiated a fee (see attachment) for legal services with the Law Office of Daniel G. Rios, PC and Bracewell & Giuliani, LLP. The term of the proposed agreement is three (3) years, with two (2) optional one (1) year extensions.

Options
The Board of Directors could chose to not award a contract and re-solicit Request for Proposals.

Recommendation
Based on review by this office, **approval of Resolution 2014-40 – Award of Contract for Legal Services to the Law Office of Daniel G. Rios, PC and Bracewell & Giuliani, LLP, as presented is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 40

AWARD OF CONTRACT FOR LEGAL SERVICES TO THE LAW OFFICE OF DANIEL G. RIOS, PC AND BRACEWELL & GIULIANI, LLP FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 23rd day of April, 2014 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 requires general legal counsel services to conduct day to day business and provide legal advice to the Board of Directors and staff; and

WHEREAS, the Authority solicited Request for Proposals for Legal Services; and

WHEREAS, on February 21, 2014, the Authority received a single response to the Request for Proposals for Legal Services; and

WHEREAS, on March 19, 2014, the Board of Directors authorized Authority staff to negotiate a Professional Service Agreement with the Law Office of Daniel G. Rios, PC and Bracewell & Giuliani, for Legal Services; and

WHEREAS, Authority staff has negotiated a Professional Service Agreement for Legal Services with the Law Office of Daniel G. Rios and Bracewell & Giuliani, hereto attached as Exhibit A;

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 approves award of a Professional Service Agreement for Legal Services to the Law Office of Daniel G. Rios, PC and Bracewell & Giuliani, LLP, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Professional Service Agreement for Legal Services with the Law Office of Daniel G. Rios and Bracewell & Giuliani.

*****

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 23rd day of April, 2014, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT
FOR
LEGAL SERVICES
WITH
LAW OFFICE OF DANIEL G. RIOS, PC
AND
BRACEWELL & GIULIANI, LLP

STATE OF TEXAS	§	
	§	**PROFESSIONAL**
	§	**SERVICES AGREEMENT**
HIDALGO COUNTY	§	
REGIONAL MOBILITY	§	
AUTHORITY	§	

This is a Professional Services Agreement ("AGREEMENT") entered into by and between the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, a political subdivision of the State of Texas ("RMA") and THE LAW OFFICES OF DANIEL G. RIOS ("RIOS") and BRACEWELL & GIULIANI LLP ("BRACEWELL," and collectively with RIOS, the "FIRMS"), pursuant to the RMA's authority under the Texas Transportation Code, Chapter 370 ("Regional Mobility Authority Act").

Section 1. PURPOSE

The purpose of this AGREEMENT is to engage RIOS and BRACEWELL to serve as Co-General Counsel for the RMA.

Section 2. DESCRIPTION OF SERVICES

2.01 RIOS and BRACEWELL agree to serve as Co-General Counsel for the RMA and to provide reasonable and necessary legal services when requested by the RMA Board of Directors and/or its Executive Director, if any.

2.02 The FIRMS agree to submit a work plan to the RMA to define the distribution of services between RIOS and BRACEWELL and provide for a plan of communication between the FIRMS, the RMA, and the RMA's consultant team.

2.03 RIOS and BRACEWELL, as Co-General Counsel agree to work cooperatively and efficiently and to always be conscious of minimizing costs and legal expenses whenever reasonably possible. To this end, the FIRMS agree to use associate attorneys, paralegals, and other lower cost personnel when warranted to save legal costs, but they will always work under the supervision of lead attorneys Daniel Rios and Blakely Fernandez, who will serve as primary counsel to the RMA.

2.04 RIOS and FERNANDEZ agree to immediately notify the RMA if any conflict or potential conflict of interest in accordance with the Texas Rules of Disciplinary Procedure may arise after the execution of this AGREEMENT.

Section 3. CONSIDERATION

3.01 In consideration of the legal services rendered by the FIRMS as described above, the RMA agrees to pay RIOS and BRACEWELL on an hourly basis for the work and time expended at the rates set forth on Exhibit A. Rates shall not be increased without the prior written consent of the RMA.

3.02 The FIRMS shall be entitled to reimbursement for out-of-pocket expenses which are reasonable and necessary and incurred incident to the performance of legal services requested hereunder, including sub-contracted services provided by specialized counsel or professionals or other approved services, photocopying, delivery charges, travel expenses, long-distance telephone calls, computer aided legal research applications, facsimile transmissions, and filing fees. The FIRMS agree that they will bill for such out-of-pocket expense at direct cost with no added profit. Any individual out-of-pocket expense exceeding $1,000.00 must have prior approval of the Executive Director of the RMA in order to be eligible for reimbursement. BRACEWELL is not entitled to reimbursement for long distance phone charges incurred because its offices or attorneys are located outside of Hidalgo County.

3.03 Billing statements for legal services rendered, as well as reimbursement requests for out-of-pocket expenses incurred by the FIRMS, shall be independently forwarded for review and approval to the RMA. Thereafter, the approved invoices shall be forwarded for payment to the respective firm within 30 days.

Section 4. INSURANCE

The FIRMS are each required to maintain professional liability insurance of not less than $2,000,000. The coverage must extend a minimum of three years beyond the completion of the services.

Section 5. TERM

The term of this AGREEMENT is three years, beginning on April 13, 2014, with an option to extend for two one year terms; provided that the FIRMS or the Board of Directors of the RMA may give 10 days' written notice to the other party of termination of the AGREEMENT prior to the end of the term.

Section 6. INSPECTION OF BOOKS AND RECORDS

The RMA, or any duly authorized representative of the RMA, may at all reasonable times inspect and examine the books and records of the FIRMS for the purpose of (a) checking the costs and other expenses described and/or contemplated in the AGREEMENT, or (b) otherwise confirming the Firm's compliance with the terms of the AGREEMENT. The FIRMS shall maintain said books and records and other evidence pertaining to costs and shall make such materials available at their respective offices, during the term of the AGREEMENT and for a period of three years after the date of final payment for legal services.

Section 7. OWNERSHIP OF DOCUMENTS

At the conclusion of the FIRMS' services (or earlier, if appropriate), it is the RMA's obligation to advise the FIRMS as to which, if any, of the documents in RIOS' or BRACEWELL's files the RMA wishes returned. The FIRMS may keep copies of all documents. Any remaining documents not requested by the RMA may ultimately be destroyed in accordance with the FIRMS' respective record retention schedule only after reasonable notice to the RMA.

Section 8. ENTIRE AGREEMENT

This AGREEMENT supersedes any and all other agreements, either oral or in writing, between the parties hereto, and no other agreement, statement, or promise which is not contained herein shall be valid or binding.

Section 9. ASSIGNMENT

The FIRMS may assign this AGREEMENT or certain duties or obligations hereunder with the written consent of the RMA.

Section 10. AMENDMENTS

This AGREEMENT may be amended by the mutual agreement of the parties in writing to be attached to and incorporated into this AGREEMENT.

Section 11. LEGAL CONSTRUCTION

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

Section 12. ATTORNEY'S FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this AGREEMENT, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which they may be entitled.

Section 13. GOVERNING LAW

The validity of this AGREEMENT and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas and venue for any disputes arising hereunder shall be in Hidalgo County, Texas.

Section 14. NOTICES

All notices to either party shall be deemed given when either delivered in person or deposited in the U.S. mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party as follows:

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

If to RIOS:	Daniel Rios Law Offices of Daniel G. Rios, P.C. 323 Nolana McAllen, Texas 78504
If to BRACEWELL:	Blakely Fernandez Bracewell & Giuliani LLP 300 Convent Street, Suite 1500 San Antonio, Texas 78205

This AGREEMENT is executed in duplicate originals, each of which shall have the full force and effect of an original, this ____ day of April, 2014.

[Remainder of page intentionally left blank]

HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY

By: _____
Pilar Rodriguez, Executive Director

LAW OFFICE OF DANIEL G. RIOS, P.C.

By: _____
Daniel G. Rios, Proprietor

BRACEWELL & GIULIANI LLP

By: _____
Blakely L. Fernandez, Partner

EXHIBIT A

GENERAL COUNSEL DISCOUNTED HOURLY RATES

Attorney	Government Rate
Daniel G. Rios	$300.00 for local counsel services $250.00 for land acquisition services
Blakely L. Fernandez	$350.00 for general counsel services
Shelby Gutierrez	$250.00 for general counsel services

Note: The attorneys listed above are those whom the FIRMS believe will be involved in RMA work as of the date of this AGREEMENT. Additional attorneys may be utilized as the need arises. In such event, the FIRMS will use their respective best efforts to notify the Board of Directors in advance of such attorney's involvement, and hourly rates will be discounted in the same manner as reflected above.

EXHIBIT B

BRACEWELL TERMS AND CONDITIONS

Introduction

These are the Terms of Engagement adopted by Bracewell & Giuliani LLP ("B&G") and the addressee of the preceding Engagement Letter ("Client") and referred to in our Engagement Letter as the basis for our representation. Because they are an integral part of our agreement to provide representation, we ask that you review this document carefully and retain it for your files. If you have any questions after reading it, please promptly inform your principal contact at the Firm.

Client of the Firm

Because B&G has been engaged to represent the Client only, the engagement does not include the Client's family members, affiliated or related entities, or their respective individual officers, directors, partners, equity owners or employees.

Unless otherwise specifically stated in the Engagement Letter, our representation does not include any parent, subsidiary, or affiliated entity; employee, officer, director, shareholder, member or partner of an entity; or, any commonly owned entity. For any trade association, our representation does not include any member of the trade association; and for individuals, our representation does not include any employer, partner, spouse, sibling, or other family member. In the event we are asked to undertake representation of any other entity in connection with this engagement, we will do so only by agreement defined in the Engagement Letter. By execution of the Engagement Letter, Client consents to B&G's use of the name and a generic description of the transaction in B&G marketing materials. Confidential Client information will not be included in such materials.

Our Relationship with Others and Conflicts of Interest

Conflict of Interest is a concern for B&G and its clients. We attempt to identify actual and potential conflicts at the outset of each engagement. Unfortunately, conflicts sometimes arise or become apparent after work begins on an engagement. When that happens, we will do our best to address and resolve the situation in the manner that best serves the interests of all of our affected clients.

Client and B&G agree that matters relating to legal ethics and professionalism, including Conflicts of Interest, will be resolved by the Texas Disciplinary Rules of Professional Conduct.

B&G accepts this engagement on the understanding that our representation of you will not preclude us from accepting another engagement from a new or existing client provided that (1) such engagement is not substantially related to the subject matter of services we provide to you and (2) such other engagement would not impair the confidentiality of related client information.

Staffing the Project

In most cases, one attorney will be your primary contact. In order to provide you with the expertise of our firm, and to provide services on a cost effective basis, that attorney will delegate parts of your work to other lawyers, paralegals and professionals.

Billing Arrangements and Terms of Payment

Fees for professional services and expenses are not contingent on the outcome of the project, unless expressly stated in the Engagement Letter. Unless expressly stated in the Engagement Letter, B&G issues invoices on a periodic basis, normally each month, for fees and expenses. Invoices are due on receipt and are considered past due 30 days after receipt.

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. Any estimate is based on professional judgment and facts and circumstances that appear at the time. As such, any estimate is subject to the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

It may be necessary for us to retain third parties, such as consultants, experts and investigators, in order to represent you adequately. In that event, you will be responsible for the prompt payment of the invoices of those third parties. Although we may advance third-party disbursements in reasonable amounts, we will ask you to pay larger third-party invoices (usually those over $500) directly to the third party providing the services.

If the representation will require a concentrated period of activity, such as a trial, arbitration, or hearing, we reserve the right to require the payment of all amounts owed and the prepayment of the estimated fees and expenses to be incurred in completing the trial, arbitration, or hearing, as well as arbitration fees likely to be assessed. If you fail to pay timely the estimated fees and expenses, we will have the right to cease performing further work and the right to withdraw from the representation, subject to any applicable rules of court or other applicable tribunal.

Although an insurer's payment of defense costs may be applied to billings of the firm, the payment obligation remains with you. Failure of any insurer to pay all or part of the billings for this project does not relieve you from the obligation to pay billings in full and in a timely manner.

Taxes

The Client agrees that all payments under the Engagement Letter shall be payable to B&G in U.S. Dollars, free and clear of any and all present and future taxes, levies, imposts, duties, deductions, withholdings, fees, liabilities and similar charges (the "Taxes"). If any Taxes are required to be withheld or deducted from any amount payable under the Engagement Letter, then the amount payable under the Engagement Letter shall be increased to the amount which, after deduction from such increased amount of all Taxes required to be withheld or deducted therefrom, will yield to B&G the amounts stated to be payable to B&G under the Engagement Letter.

Termination

Because B&G has been engaged to provide services in connection with the representation specifically defined in our Engagement Letter, the attorney-client relationship terminates upon our completion of those services.

You may terminate the engagement at any time, with or without cause, by notifying us in writing. The firm also can terminate the engagement before the completion of its representation of you in the specified matter if (a) the continued representation would result in a violation of the applicable rules of professional conduct or other law; (b) the termination can be accomplished without material adverse effect on your interests; (c) you persist in a course of action that B&G reasonably believes is criminal or fraudulent, or you have used our services to perpetrate a crime or fraud, (d) the firm has a fundamental disagreement with the objective or tactics in this engagement; (e) you deliberately and substantially fail to discharge an obligation regarding this engagement, including the payment of fees and expenses and the duty of cooperation as provided in the Terms of Engagement; or (f) other good cause for termination exist. In the event that the firm intends to terminate the engagement, the firm will give reasonable notice and allow you access to your files relating to this engagement.

For purposes of this Engagement Letter, this engagement terminates upon written notice of termination by Client or by B&G.

The termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the project.

After completion of the representation, however, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the matter. B&G has no continuing obligation to give advice with respect to any future legal developments that may relate to the project.

Retention of Client Files

Client files are limited to: materials supplied by Client; final contracts; estate planning documents, deeds and corporate records; and, routine correspondence related to this engagement. At the close of any matter, Client files may be returned to you, sent to a private storage facility, archived for a limited time or destroyed. The attorney closing the file will determine, at his or her discretion, the disposition of Client files, unless you make a specific written request that they be returned.

Your request for return of Client files must be delivered to B&G no later than 120 days after the last substantive service relating to the closed matter. A substantive service does not include audit letter research and preparation, or any other service that does not directly relate to the substantive discharge of a Client engagement. Your request must be specific and designate your representative to receive the files. Client is responsible for paying the reasonable cost to retrieve, duplicate and deliver the Client files.

B&G adopted a program of document retention and management of electronically stored information, including regular deletion of outdated, corrupt or useless files. Such program may change from time-to-time.

It is important for Client to alert B&G in advance of special treatment, sensitive information, retention requirements and other unique conditions pertaining to Client files. Client agrees that it will notify B&G in a timely, written and specific manner, concerning any requirement for special or unusual handling or attention of its Client files. This includes any statutory or regulatory requirements relating to confidentiality and retention of Client files.

B&G Files

You agree that B&G will own and retain its own files and any related electronically stored information pertaining to the engagement. You will not have the right or ability to require us to deliver such files and records (or copies thereof) to you. Examples of B&G files and records are: firm administrative records, financial files and documents, time and expense reports, personnel and staffing materials, credit and accounting records, electronic mail correspondence (other than such correspondence which was sent to you by a member of our firm) and internal lawyer's work product, such as drafts, notes, memoranda and legal and factual research, including investigative reports prepared by or for the internal use of lawyers. Further, at the discretion of the responsible partner for the project in question, we may destroy any such documentation which is the property of B&G or any documentation which such partner determines to be duplicative or unnecessary in all cases without having to obtain your consent.

Choice of Law

Because B&G performs legal services in a number of jurisdictions, for consistency and predictability, the Client and B&G agrees that the Texas Disciplinary Rules of Professional Conduct (found at www.texasbar.com or www.txethics.org) will govern all issues of legal ethics and professionalism.

Disclaimer

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Either at the commencement or during the course of the representation, we may express opinions or beliefs about the matter or various courses of action and the results that might be anticipated. Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees.

By signing the Engagement Letter or otherwise indicating your acceptance of the Engagement Letter, you acknowledge that B&G has made no promises or guarantees to you about the outcome of the representation, and nothing in these Terms of Engagement shall be construed as such a promise or guarantee.

Your Cooperation

To enable us to provide effective representation, you agree to: (1) disclose to us fully, accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; (4) provide updated information for conflicts purposes, if necessary; and (5) cooperate fully with us in all matters relating to the engagement.

Modification of Our Agreement

The Terms of Engagement reflect our agreement on the terms of all engagements, and are not subject to any oral agreements, modifications, or understandings. Any change in these Terms of Engagement must be made in writing signed by both B&G and Client.

In Conclusion

If you have questions or concerns, at any time, relating to the terms and conditions of this engagement, the services or advice provided by B&G, or the fees and expenses reflected in the invoices, please bring them to the attention of your principal contact at our firm, or B&G's General Counsel or Managing Partner.

***

EXHIBIT C

NOTICE TO CLIENTS

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you information about how to file a complaint.

Please call 1-800-932-1900 for more information.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3I**
PLANNING COMMITTEE		**DATE SUBMITTED**	**4/15/14**
FINANCE COMMITTEE		**MEETING DATE**	**4/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **APPROVAL OF A RESOLUTION OF SUPPORT FOR TEXAS INFRASTRUCTURE NOW.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Consideration and approval of a Resolution of Support for Texas Infrastructure Now.

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

4. Budgeted: ___Yes ___No X N/A

5. Staff Recommendation**: Motion to approve Resolution of Support for Texas Infrastructure Now.**

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 Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

RESOLUTION IN SUPPORT OF A CONSTITUTIONAL AMENDMENT FOR INCREASED STATE FUNDING FOR TRANSPORTATION

WHEREAS the 83rd Texas Legislature passed historic legislation proposing a constitutional amendment on the November 4, 2014 state ballot affecting the state's roads, highways, and bridges; and

WHEREAS this is "A constitutional amendment to provide for the transfer of certain general revenue to the economic stabilization fund and to the state highway fund and for the dedication of the revenue transferred to the state highway fund"; and

WHEREAS this proposal will allow revenue transferred to the state highway fund to be used only for developing public roadways, other than toll roads; and

WHEREAS this would require that any funds transferred to the state highway fund be allocated by the Texas Department of Transportation consistent with existing formulas to ensure the entire state benefits from this additional funding; and

WHEREAS the proposed amendment will aid in maintaining the current infrastructure and will ease congestion by funding new projects for added capacity without any new or increased taxes or fees; and

WHEREAS a strong transportation system is fundamental to Texas' quality of life and economic vitality, attracting new businesses and generating new jobs; and

WHEREAS state transportation funding over the past several years has been supplemented by bond programs and those bond programs are now exhausted and have resulted in a significant level of debt for Texas; and

WHEREAS the current state budget includes approximately $5 billion per year in construction funding and will, based on current revenue projections, drop to only $2.5 billion the available funds for construction for the next biennium; and

WHEREAS according to the latest report of the 2030 Commission, approximately $6.1 billion per year in construction funding is needed to achieve "worst possible" conditions and $9.5 billion per year is needed to achieve "minimally competitive" conditions; and

WHEREAS the proposed amendment would result in an estimated $1.4 billion per year for the state highway fund; and

WHEREAS while the proposed amendment would not fully fund the state's overall transportation needs, it would be a key step toward securing critical funding for transportation projects in Texas;

THEREFORE BE IT RESOLVED, that the (INSERT NAME OF SUPPORTING ORGANIZATION) supports the proposed amendment to address Texas' transportation infrastructure needs on the November 4, 2014 ballot.

ADOPTED THIS (INSERT DATE) DAY OF (INSERT MONTH) 2014 BY THE GOVERNING BODY OF THE (INSERT NAME OF SUPPORTING ORGANIZATION).

_____	_____
(INSERT NAME)	(INSERT NAME)
2014 (INSERT TITLE)	2014 (INSERT TITLE)