

# HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## NOTICE OF AND AGENDA FOR A WORKSHOP & REGULAR MEETING

### TO BE HELD BY THE BOARD OF DIRECTORS

**DATE:** WEDNESDAY, DECEMBER 18, 2013  
**TIME:** 5:00 PM  
**PLACE:** PHARR CITY HALL  
2<sup>nd</sup> FLOOR, CITY COMMISSION CHAMBERS  
118 SOUTH CAGE BOULEVARD  
PHARR, TEXAS 78577

**PRESIDING: DENNIS BURLESON, CHAIRMAN**

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#### CALL TO ORDER FOR WORKSHOP

1. Review of proposed HCRMA Fiscal Year 2014 Operating & Capital Budget.
2. Short list firm interviews for Engineering Services for the International Bridge Trade Corridor Project.
3. Short list firm interviews for Geotechnical Services for the International Bridge Trade Corridor Project.

#### ADJOURNMENT FOR WORKSHOP

#### 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 November 20, 2013.
- B. Approval of Project & General Expense Report for the period from November 13, 2013 to December 10, 2013.
- C. Approval of Financial Report for October 2013.
- D. Resolution 2013-62 – Approval of award of contract to ProMiles Software for the issuance of Overweight Truck Permits.
- E. Resolution 2013-68 – Authorization for staff to negotiate with the single respondent to request for Statement of Qualification for Right of Way Agents for State Highway 365 and International Bridge Trade Corridor.
- F. Resolution 2013-69 – Authorization for staff to negotiate with two respondents to Statement of Qualifications for Appraisal Services for State Highway 365 and International Bridge Trade Corridor Projects.
- G. Resolution 2013-70 – Approval of award of contract for Title Report and Title Commitment Services for State Highway 365 and International Bridge Trade Corridor Projects.
- H. Resolution 2013-71 – Approval of interlocal agreement with Hidalgo County Drainage District Number 1 to develop and construct drainage outfalls for the State Highway 365 and International Bridge Trade Corridor Projects.
- I. Resolution 2013-72 – Approval of interlocal agreement with the Texas Department of Transportation to issue oversize and overweight permits, collect fees and maintenance of roadways located in oversize and overweight corridor.
- J. Resolution 2013-73 – Approval of agreement with PlainsCapital Bank for depository services for the Hidalgo County Regional Mobility Authority.

##### 3. REGULAR AGENDA

- A. Resolution 2013-61 – Approval of ranking for Engineering and Geotechnical firms for the International Bridge Trade Corridor Project and authorization for staff to negotiate with selected firms.
- B. Resolution 2013-63 – Approval of Work Authorization Number 2 to Professional Service Agreement with S&B Infrastructure for final Plans, Specifications and Estimates for State Highway 365 Project from US 281/Military Highway to McColl Road.
- C. Resolution 2013-64 – Approval of Work Authorization Number 3 to Professional Service Agreement with L&G Engineering for final Plans, Specifications and Estimates for State Highway 365 Project from McColl Road to FM 396 (Anzalduas Highway).
- D. Resolution 2013-65 – Approval of Work Authorization Number 4 to Professional Service Agreement with TEDSI Infrastructure for final Plans, Specifications and Estimates for US 281/Military Highway Overpass Project.
- E. Resolution 2013-66 – Approval of Supplemental Number 6 to Work Authorization Number 6 to Professional Service Agreement with Dannenbaum Engineering to revise scope of work with no increase to Work Authorization amount.
- F. Resolution 2013-67 – Adoption of Hidalgo County Regional Mobility Authority Fiscal Year 2014 Operating & Capital Budget.

#### 4. CHAIRMAN'S REPORT

- A. Report on upcoming Texas Transportation Forum, January 6-8, 2014, in San Antonio, Texas.

#### 5. TABLED ITEMS

- A. Resolution 2013-59 – Designation of a Hidalgo County Liaison for the Hidalgo County Regional Mobility Authority Board of Directors.

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

- A. Consultation with Board Attorney on legal issues pertaining to the proposed Kansas City Southern Railway's South Texas Class I Rail Project (Section 551.071 T.G.C.).
- 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.).
- C. Consultation with Board Attorney on legal issues pertaining to intervention on the Cross Valley Project (Section 551.071 T.G.C.).
- D. 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."

#### CERTIFICATION

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Directors is a true and correct copy and that I posted a true and correct copy of said notice on the Hidalgo County Regional Mobility Authority Web Page ([www.hcrma.net](http://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 12<sup>th</sup> day of December, 2013 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.

# Workshop

## Item 1

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  1  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u> 12/12/13 </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u> 12/18/13 </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **WORKSHOP ITEM 1 – REVIEW OF PROPOSED HCRMA FISCAL YEAR 2014 OPERATING AND CAPITAL BUDGET.**
  
2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No  
Review of proposed budget for the Hidalgo County Regional Mobility Authority fiscal year 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: **Review of proposed budget 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



## Memorandum

December 12, 2013

To: Dennis Burleson, Chairman

From: Jerry Dale, Chief Financial Officer

Subject: Adopt Budget for Year 2014

### Background

As provided by law and good business practice, the Hidalgo County Regional Mobility Authority budget for calendar year 2014 recommended by the Executive Director, which is attached, is respectfully being submitted to the Board of Directors for consideration, approval and adoption. It consists of three distinct sections (fund types)—namely, the General Fund, the Debt Service Funds and the Capital Projects Funds. In addition to the budget for 2014 a plan is presented for the succeeding five (5) years for the purpose of giving a longer-term perspective, which gives some detail as to the financial, design/construction phase and the commencement of toll operations. The 5-year plan is still in the process of development, leaving our focus on the 2014 budget.

**General Fund** – Within the General Fund, VRFs were estimated to increase by 3% over the estimate for 2013 by First Southwest Company and presented to the credit rating agencies recently—based upon actual through August 2013, assuming the same collections pattern as 2012. Spending is recommended to increase \$182K principally due to the following reasons:

- a 2 ½% pay increase has been provided
- two new positions—ROW Coordinator and Contract Compliance/Auditor

With the closing of the \$62M VRF Revenue and Refunding Bonds in December 2013, the line of credit with PlainsCapital Bank was refunded leaving \$52M in bond proceeds for design, right-of-way acquisition and construction of SH 365 and IBTC. The excess revenues from VRFs, after administrative expenses, which are expected to amount to \$1.6M have been transferred to a new capital project fund, leaving a reasonable amount of working capital intact, which has been determined to be \$750K.

At the end of the year, we estimate that working capital will amount to \$750K and the bond coverage ratio will be 1.40 X.

### **Debt Service Funds**

*LOC w/PCB* – Presented to show that bond proceeds were used to refund this debt.

*Senior Lein VRF Revenue and Refunding Bonds Series 2013*—The HCRMA will begin funding debt service from the VRF revenues, which will amount to approximately \$4M per year.

*Other Debt Service Funds*—These funds relate to debt issuances planned within the next 5-year period

### **Capital Project Funds**

*Funded by Excess Revenues from General Fund* – as previously discussed.

*Funded by Cities*—Several cities, directly affected by IBTC, has committed to an aggregate amount of \$105K per year, which as shown is budgeted to pay for ROW.

*Funded by Grants*—The Cat 10 grant as well as the \$25M for I68 are shown within this fund.

*2013 VRF Bond Construction Fund*—the \$52M in proceeds received in December 2013 is shown being spent over the next 1 ½ to 2 years.

*Other Capital Project Funds*—These funds related to proceeds anticipated from debt issuances planned within the next 5-year period.

At this point, our plan provides for 67-70% of the funding that will be need to complete SH 365 and IBTC.

We believe that this budget realistically provides the adequate funding needed to accomplish this part of the strategic plan in a manner that is both effective and efficient. We look forward to presenting this budget to you and welcome any questions, comments and recommendations to improve it.

### **Goal**

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

### **Options**

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

### **Recommendation**

**Based upon a review by this Office, it is recommended that the 2014 Budget be approved and adopted as presented.**

Hidalgo County Regional Mobility Authority  
 General Fund Budget Summary  
 For Fiscal Year Ending December 31, 2014 and Plan for the Succeeding Five (5) Years

	Actual	Adj. Budget	Estimated	Budget	Plan				
	2012	2013	2013	2014	2015	2016	2017	2018	2019
Beginning Working Capital	\$ -	\$ 3,300,000	\$ 3,192,839	\$ 1,733,711	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000
<b>Revenues</b>									
Vehicle Registration Fees	-	5,570,479	5,417,188	5,579,704	5,747,095	5,919,508	6,097,093	6,280,006	6,468,406
Interest Income	-	-	-	-	-	-	-	-	-
Tolls - SH 365	-	-	-	-	-	-	-	785,000	2,503,000
Tolls - IBTC	-	-	-	-	-	-	-	-	364,000
<b>Total Revenues</b>	<b>-</b>	<b>5,570,479</b>	<b>5,417,188</b>	<b>5,579,704</b>	<b>5,747,095</b>	<b>5,919,508</b>	<b>6,097,093</b>	<b>7,065,006</b>	<b>9,335,406</b>
<b>Expenditures</b>									
<b>Administration</b>									
Personnel Services	-	350,753	282,353	507,478	572,999	710,302	1,033,859	1,066,653	1,139,286
Supplies	-	5,000	5,000	7,500	10,000	10,000	12,500	12,500	15,000
Other Services and Charges	-	252,222	225,972	275,400	314,400	321,150	338,150	342,650	359,150
Maintenance	-	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Capital Outlay	-	175,000	5,000	175,000	3,200	6,400	3,200	-	9,000
<b>Total Administration Expenditures</b>	<b>-</b>	<b>784,975</b>	<b>520,325</b>	<b>967,378</b>	<b>902,599</b>	<b>1,049,852</b>	<b>1,389,709</b>	<b>1,423,803</b>	<b>1,524,436</b>
<b>Operatons</b>									
SH 365	-	-	-	-	-	-	-	453,721	1,212,485
IBTC	-	-	-	-	-	-	-	-	185,075
Toll Operations Expense--Net	-	-	-	-	-	-	-	453,721	1,397,560
<b>Total Expenditures</b>	<b>-</b>	<b>784,975</b>	<b>520,325</b>	<b>967,378</b>	<b>902,599</b>	<b>1,049,852</b>	<b>1,389,709</b>	<b>1,877,524</b>	<b>2,921,996</b>
Net Increase (Decrease) Before Other Financing Sources (Uses)	-	4,785,504	4,896,863	4,612,326	4,844,496	4,869,656	4,707,384	5,187,482	6,413,410
<b>Other Financing Sources (Uses):</b>									
			VRF Issue		TxDOT Reimb Issue	SIB Issue	Toll Rev Issue TIFIA Issue		
Gross VRF 13 Bond @ Par plus Prem	-	-	63,899,934	-	115,715,000	95,205,327	50,274,840	-	-
(Cost of Issuance)	-	-	(1,161,714)	-	(1,562,477)	(476,027)	(379,121)	-	-
(Underwriter Expenses)	-	-	incl	-	incl	-	-	-	-
(Refund LOC (PCB/FNB))	-	-	(10,786,349)	-	-	-	-	-	-
<b>Net Proceeds from VRF 13 Bonds</b>	<b>-</b>	<b>-</b>	<b>51,951,871</b>	<b>-</b>	<b>114,152,523</b>	<b>94,729,300</b>	<b>49,895,719</b>	<b>-</b>	<b>-</b>

Hidalgo County Regional Mobility Authority  
 General Fund Budget Summary  
 For Fiscal Year Ending December 31, 2014 and Plan for the Succeeding Five (5) Years

	Actual 2012	Adj. Budget 2013	Estimated 2013	Budget 2014	2015	2016	Plan		
							2017	2018	2019
Transfers-In (Out)									
Debt Service Fund-FNB LOC	-	-	150,000	-	-	-	-	-	-
Debt Service Fund - FNB LOC	-	(1,780,165)	(1,780,165)	-	-	-	-	-	-
Debt Service Fund - VRF 2013 Bonds	-	-	(325,248)	(3,981,899)	(3,975,829)	(3,974,411)	(3,976,183)	(3,976,753)	(3,974,782)
Debt Service Fund - TxDOT Reimb Bonds	-	-	-	-	(14,434,656)	-	-	-	-
Debt Service Fund - SIB Loan	-	-	-	-	-	-	-	(288,069)	(1,122,187)
Debt Service Fund - Toll Rev/TIFIA Bonds	-	-	-	-	-	-	(2,564,447)	(655,400)	(655,400)
Bond Reserve Fund	-	-	-	-	(2,892,867)	-	(2,527,471)	-	-
Capital Projects Fund - VRF 13 Bonds	-	-	(51,951,871)	-	-	-	-	-	-
Capital Projects Fund - TxDot R Bonds	-	-	-	-	(96,825,000)	-	-	-	-
Capital Projects Fund - SIB Loan	-	-	-	-	-	(94,729,300)	-	-	-
Capital Projects Fund - Toll Rev/TIFIA Bonds	-	-	-	-	-	-	(45,295,351)	-	-
Capital Projects Fund - VRF	-	(4,440,578)	(4,400,578)	(1,614,138)	(868,667)	(895,244)	(239,651)	(267,260)	(661,041)
Total (Transfers Out)	-	(6,220,743)	(58,307,862)	(5,596,037)	(118,997,019)	(99,598,955)	(54,603,103)	(5,187,482)	(6,413,410)
Total Other Financing Sources (Uses)	-	(6,220,743)	(6,355,991)	(5,596,037)	(4,844,496)	(4,869,655)	(4,707,384)	(5,187,482)	(6,413,410)
Net Increase (Decrease) After Other Financing Sources (Uses)	-	(1,435,239)	(1,459,128)	(983,711)	(0)	1	(0)	(0)	0
Ending Working Capital	\$ 3,192,839	\$ 1,864,761	\$ 1,733,711	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000
Operating Expenditures per Day	\$ -	\$ 2,151	\$ 1,426	\$ 2,650	\$ 2,473	\$ 2,876	\$ 3,807	\$ 3,901	\$ 4,177
No. of Days of Operating Expenditures in Working Capital	#DIV/0!	867	1,216	283	303	261	197	192	180
Bond Coverage Ratio				1.40 X	1.45 X	1.49 X	1.53 X	1.58 X	1.63



Hidalgo County Regional Mobility Authority  
 General Fund Expenditure Budget Detail  
 For Fiscal Year Ending December 31, 2014 and Plan for the Succeeding Five (5) Years

	Actual	Adj. Budget	Estimated	Budget	Plan				
	2012	2013	2013	2014	2015	2016	2017	2018	2019
Insurance - Surety	-	800	800	800	800	800	800	800	800
Training	-	7,000	7,000	11,500	16,000	13,000	15,000	17,000	19,000
Travel	-	13,000	13,000	15,000	17,000	19,000	21,000	23,000	25,000
Temporary Employees	-	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000
Printing	-	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
Postage/FedEx/Courier Services	-	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Rental - Office	-	12,000	12,000	15,000	20,000	25,000	25,000	25,000	25,000
Rental - Office Equipment	-	6,972	6,972	10,900	10,900	10,900	10,900	10,900	10,900
Contractual Adm/IT Services	-	4,860	4,860	4,860	4,860	4,860	4,860	4,860	4,860
Contractual Website Services	-	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800
*	-	165,000	138,750	172,000	197,000	197,000	207,000	207,000	217,000
Legal - Bracewell, Guilliani	-	100,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Legal - Dan Rios	-	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Financial - Jerry Dale, CFO	-	-	23,750	57,000	57,000	57,000	57,000	57,000	57,000
Audit	-	15,000	15,000	15,000	40,000	40,000	50,000	50,000	60,000
<b>Total Other Services &amp; Charges</b>	-	252,222	225,972	275,400	314,400	321,150	338,150	342,650	359,150
<b><u>MAINTENANCE</u></b>									
Equipment Repair	-	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
	-	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
<b><u>CAPITAL OUTLAY</u></b>									
Project Management Software	-	170,000	-	170,000	-	-	-	-	-
2 - Laptops & Accessories @ \$1800	-	3,600	3,600	3,600	1,800	3,600	1,800	-	9,000
Desk, Chair & Accessories	-	1,400	1,400	1,400	1,400	2,800	1,400	-	-
	-	175,000	5,000	175,000	3,200	6,400	3,200	-	9,000
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ 784,975</b>	<b>\$ 520,325</b>	<b>\$ 967,378</b>	<b>\$ 902,599</b>	<b>\$ 1,049,852</b>	<b>\$ 1,389,709</b>	<b>\$ 1,423,803</b>	<b>\$ 1,524,436</b>



Hidalgo County Regional Mobility Authority  
DEBT SERVICE FUND SUMMARY  
**Debt Service Fund Senior Lein Vehicle Registration Fee Series 2013 Revenue and Refunding Bonds**  
Fund Balance Summary  
For Fiscal Year Ending December 31, 2014 and Plan for the Succeeding Five (5) Years

	Actual 2012	Adj. Budget 2013	Estimated 2013	Budget 2014	Plan				
					2015	2016	2017	2018	2019
<b>Beginning Fund Balance</b>	\$ -	\$ -	\$ -	\$ 325,248	\$ 331,326	\$ 331,192	\$ 331,340	\$ 331,410	\$ 331,250
<b>Revenues:</b>									
Intergovernmental	-	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Expenditures:</b>									
Principal	-	-	-	1,135,000	1,085,000	1,105,000	1,140,000	1,175,000	1,220,000
Interest Expense	-	-	-	2,840,821	2,890,963	2,869,263	2,836,113	2,801,913	2,754,913
Fees	-	-	-	-	-	-	-	-	-
Total Debt Service Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,975,821</u>	<u>3,975,963</u>	<u>3,974,263</u>	<u>3,976,113</u>	<u>3,976,913</u>	<u>3,974,913</u>
<b>Total Expenditures</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,975,821</u>	<u>3,975,963</u>	<u>3,974,263</u>	<u>3,976,113</u>	<u>3,976,913</u>	<u>3,974,913</u>
<b>Other Financing Sources:</b>									
Transfers-In from Other Funds	-	-	-	-	-	-	-	-	-
General Fund	-	-	325,248	3,981,899	3,975,829	3,974,411	3,976,183	3,976,753	3,974,782
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
<b>Total Other Financing Sources</b>	<u>-</u>	<u>-</u>	<u>325,248</u>	<u>3,981,899</u>	<u>3,975,829</u>	<u>3,974,411</u>	<u>3,976,183</u>	<u>3,976,753</u>	<u>3,974,782</u>
<b>Ending Fund Balance</b>	<u>\$ -</u>	<u>-</u>	<u>\$ 325,248</u>	<u>\$ 331,326</u>	<u>\$ 331,192</u>	<u>\$ 331,340</u>	<u>\$ 331,410</u>	<u>\$ 331,250</u>	<u>\$ 331,119</u>

Hidalgo County Regional Mobility Authority  
DEBT SERVICE FUND SUMMARY  
**Debt Service Fund Series 2015 TxDOT Reimbursement Bonds**  
Fund Balance Summary

For Fiscal Year Ending December31, 2014 and Plan for the Succeeding Five (5) Years

	Actual 2012	Adj. Budget 2013	Estimated 2013	Budget 2014	Plan				
					2015	2016	2017	2018	2019
<b>Beginning Fund Balance</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,372,539	\$ 8,248,306	\$ 4,124,073	\$ (160)
<b>Revenues:</b>									
Intergovernmental	-	-	-	-	-	-	-	-	12,968,703
<b>Total Revenues</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>12,968,703</u>
<b>Expenditures:</b>									
Principal	-	-	-	-	-	-	-	-	9,030,000
Interest Expense	-	-	-	-	2,062,117	4,124,233	4,124,233	4,124,233	4,037,094
Fees	-	-	-	-	-	-	-	-	-
Total Debt Service Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,062,117</u>	<u>4,124,233</u>	<u>4,124,233</u>	<u>4,124,233</u>	<u>13,067,094</u>
<b>Total Expenditures</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,062,117</u>	<u>4,124,233</u>	<u>4,124,233</u>	<u>4,124,233</u>	<u>13,067,094</u>
<b>Other Financing Sources:</b>									
Transfers-In from Other Funds	-	-	-	-	-	-	-	-	-
General Fund	-	-	-	-	14,434,656	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
<b>Total Other Financing Sources</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>14,434,656</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Ending Fund Balance</b>	<u>\$ -</u>	<u>-</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 12,372,539</u>	<u>\$ 8,248,306</u>	<u>\$ 4,124,073</u>	<u>\$ (160)</u>	<u>\$ (98,551)</u>



Hidalgo County Regional Mobility Authority  
DEBT SERVICE FUND SUMMARY  
**Debt Service Fund Senior Lien Series 2017 Toll Revenue Bonds**  
Fund Balance Summary

For Fiscal Year Ending December 31, 2014 and Plan for the Succeeding Five (5) Years

	Actual 2012	Adj. Budget 2013	Estimated 2013	Budget 2014	Plan				
					2015	2016	2017	2018	2019
<b>Beginning Fund Balance</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,281,347	\$ 625,947
<b>Revenues:</b>									
Intergovernmental	-	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Expenditures:</b>									
Principal	-	-	-	-	-	-	491,550	655,400	655,400
Interest Expense	-	-	-	-	-	-	-	-	-
Fees	-	-	-	-	-	-	-	-	-
Total Debt Service Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>491,550</u>	<u>655,400</u>	<u>655,400</u>
<b>Total Expenditures</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>491,550</u>	<u>655,400</u>	<u>655,400</u>
<b>Other Financing Sources:</b>									
Transfers-In from Other Funds	-	-	-	-	-	-	-	-	-
General Fund	-	-	-	-	-	-	1,772,897	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
<b>Total Other Financing Sources</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,772,897</u>	<u>-</u>	<u>-</u>
<b>Ending Fund Balance</b>	<u>\$ -</u>	<u>-</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,281,347</u>	<u>\$ 625,947</u>	<u>\$ (29,453)</u>

Hidalgo County Regional Mobility Authority  
DEBT SERVICE FUND SUMMARY  
**Debt Service Fund Junior Lien Series 2017 Toll Revenue Bonds**  
Fund Balance Summary

For Fiscal Year Ending December 31, 2014 and Plan for the Succeeding Five (5) Years

	Actual 2012	Adj. Budget 2013	Estimated 2013	Budget 2014	Plan				
					2015	2016	2017	2018	2019
<b>Beginning Fund Balance</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 300,000
<b>Revenues:</b>									
Intergovernmental	-	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Expenditures:</b>									
Principal	-	-	-	-	-	-	-	-	-
Interest Expense	-	-	-	-	-	-	-	-	-
Fees	-	-	-	-	-	-	-	-	-
Total Debt Service Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Total Expenditures</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Other Financing Sources:</b>									
Transfers-In from Other Funds	-	-	-	-	-	-	-	-	-
General Fund	-	-	-	-	-	-	300,000	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
<b>Total Other Financing Sources</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>300,000</u>	<u>-</u>	<u>-</u>
<b>Ending Fund Balance</b>	<u>\$ -</u>	<u>-</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 300,000</u>	<u>\$ 300,000</u>	<u>\$ 300,000</u>







Hidalgo County Regional Mobility Authority  
 CAPITAL PROJECT FUNDS BUDGET  
**Bond Construction Fund - Senior Lein VRF Series 2013 Revenue & Refunding Bonds**  
 For Fiscal Year Ending December 31, 2014 and Plan for the Succeeding Five (5) Years

	Actual	Budget	Estimated	Budget	Plan				
	2012	2013	2013	2014	2015	2016	2017	2018	2019
<b>Beginning Fund Balance</b>	\$ -	\$ -	\$ -	\$ 48,518,464	\$ 15,755,110	\$ -	\$ -	\$ -	\$ -
<b>Revenues:</b>									
Intergovernmental	-	-	-	-	-	-	-	-	-
Interest	-	-	43,738	110,155	8,100	-	-	-	-
<b>Total Revenues</b>	-	-	43,738	110,155	8,100	-	-	-	-
<b>Expenditures:</b>									
<i>SH 365</i>									
Environmental					-	-	-	-	-
Design	-	-	-	-	-	-	-	-	-
ROW	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-	-
<b>Total SH 365</b>	-	-	-	-	-	-	-	-	-
<i>IBTC</i>									
Environmental					-	-	-	-	-
Design	-	-	-	-	-	-	-	-	-
ROW	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-	-
<b>Total IBTC</b>	-	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	-	-	3,477,145	32,873,509	15,763,210	-	-	-	-
<b>Other Financing Sources (Uses):</b>									
Transfer									
VRF 13 Bond Construction Fund Proceeds	-	-	51,951,871	-	-	-	-	-	-
<b>Total Other Financing Sources (Uses)</b>	-	-	51,951,871	-	-	-	-	-	-
<b>Ending Fund Balance</b>	\$ -	\$ -	\$ 48,518,464	\$ 15,755,110	\$ -	\$ -	\$ -	\$ -	\$ -

Hidalgo County Regional Mobility Authority  
 CAPITAL PROJECT FUNDS BUDGET  
**Bond Construction Fund - TxDOT Reimbursement Bonds**  
 Fund Balance Summary

For Fiscal Year Ending December 31, 2014 and Plan for the Succeeding Five (5) Years

	Actual 2012	Budget 2013	Estimated 2013	Budget 2014	Plan				
					2015	2016	2017	2018	2019
<b>Beginning Fund Balance</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,422,000	\$ 19,541,000	\$ -	\$ -
<b>Revenues:</b>									
Intergovernmental	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	-	-	-	-	-	-	-	-	-
<b>Expenditures:</b>									
<i>SH 365</i>									
Environmental					-	-	-	-	-
Design	-	-	-	-	-	-	-	-	-
ROW	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-	-
<b>Total SH 365</b>	-	-	-	-	17,403,000	59,881,000	19,541,000	-	-
<i>IBTC</i>									
Environmental					-	-	-	-	-
Design	-	-	-	-	-	-	-	-	-
ROW	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-	-
<b>Total IBTC</b>	-	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	-	-	-	-	17,403,000	59,881,000	19,541,000	-	-
<b>Other Financing Sources (Uses):</b>									
Transfer									
TxDOT Bond Construction Fund Proceeds	-	-	-	-	96,825,000	-	-	-	-
<b>Total Other Financing Sources (Uses)</b>	-	-	-	-	96,825,000	-	-	-	-
<b>Ending Fund Balance</b>	\$ -	\$ -	\$ -	\$ -	\$ 79,422,000	\$ 19,541,000	\$ -	\$ -	\$ -

Hidalgo County Regional Mobility Authority  
 CAPITAL PROJECT FUNDS BUDGET  
**Bond Construction Fund - SIB Loan**  
 Fund Balance Summary  
 For Fiscal Year Ending December 31, 2014 and Plan for the Succeeding Five (5) Years

	Actual 2012	Budget 2013	Estimated 2013	Budget 2014	Plan				
					2015	2016	2017	2018	2019
<b>Beginning Fund Balance</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 94,729,301	\$ 54,389,301	\$ -
<b>Revenues:</b>									
Intergovernmental	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	-	-	-	-	-	-	-	-	-
<b>Expenditures:</b>									
<i>SH 365</i>									
Environmental					-	-	-	-	-
Design	-	-	-	-	-	-	-	-	-
ROW	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-	-
<b>Total SH 365</b>	-	-	-	-	-	-	-	-	-
<i>IBTC</i>									
Environmental					-	-	-	-	-
Design	-	-	-	-	-	-	-	-	-
ROW	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-	-
<b>Total IBTC</b>	-	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	-	-	-	-	-	-	40,340,000	54,389,301	-
<b>Other Financing Sources (Uses):</b>									
Transfer									
SIB Bond Construction Fund Proceeds	-	-	-	-	-	94,729,301	-	-	-
<b>Total Other Financing Sources (Uses)</b>	-	-	-	-	1	94,729,301	-	-	-
<b>Ending Fund Balance</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 94,729,301	\$ 54,389,301	\$ -	\$ -



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# Workshop

## Item 2

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  2  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u> 11/12/13 </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u> 11/20/13 </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **WORKSHOP ITEM 2 – SHORT LIST INTERVIEW FOR ENGINEERING SERVICES FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR.**
  
2. Nature of Request: (Brief Overview) Attachments:   X   Yes     No  
  
Interview of short list candidates for Engineering Services for the International Bridge Trade Corridor Project.
  
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
  
4. Budgeted:     Yes     No   X   N/A
  
5. Staff Recommendation: **Interviews 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

Short Listed Engineering Firms for IBTC

TEDSI Infrastructure Group  
S&B Infrastructure  
Halff & Associates  
L&G Engineering  
Unitech Consulting Engineers

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# Workshop

## Item 3

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  3  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u> 11/12/13 </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u> 11/20/13 </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **WORKSHOP ITEM 3 – SHORT LIST FIRM INTERVIEWS FOR GEOTECHNICAL SERVICES FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT.**
  
2. Nature of Request: (Brief Overview) Attachments:   X   Yes     No  
Interview of short list candidates for Geotechnical Services for the International Bridge Trade Corridor Project.
  
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
  
4. Budgeted:     Yes     No   X   N/A
  
5. Staff Recommendation: **Interviews 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

Short Listed Geotechnical Firms for IBTC

L&G Engineering  
Terracon  
Raba Kistner

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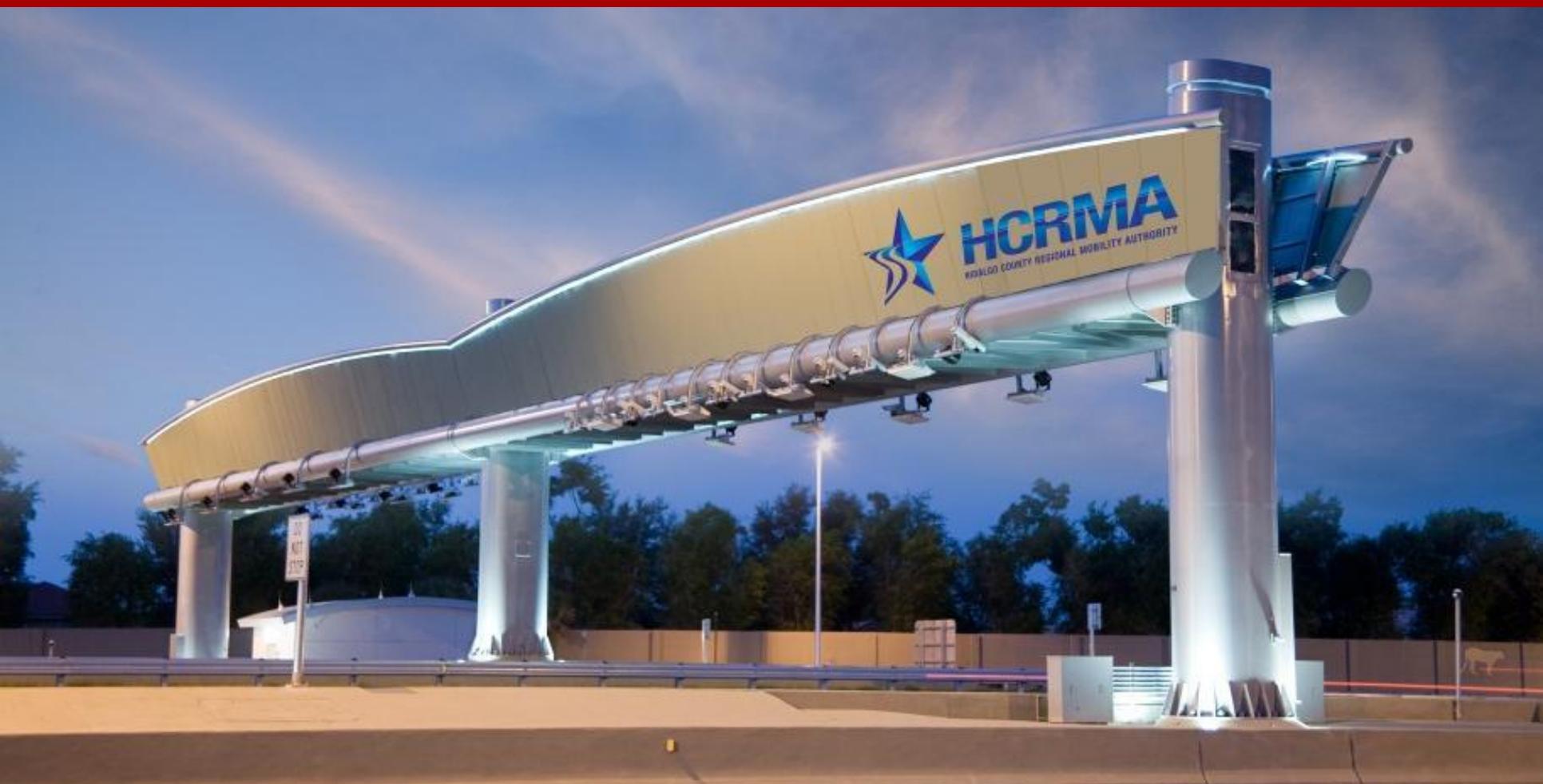
Item 1A

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  1A  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  12/12/13  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  12/18/13  </u>
TECHNICAL COMMITTEE	<u>          </u>		

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



# PMC/GEC REPORT: HCRMA PROJECT STATUS

1. Progress on SH 365
2. Progress on IBTC
3. Construction Cost Trends

1. Overweight corridor
  - Working toward a final administrative agreement with TxDOT.
2. GIS (ROW Acquisition Tool / Utility Relocation Tool)
  - ROW Acquisition Tool is complete.
  - Utility Relocation Tool is under final testing and will be complete by end of year.
3. Environmental
  - Additional fieldwork by Atkins is nearing completion: all Historic and Wetland effort is complete., and a few remaining archeological trenches remain this week.
4. Engineering
  - Schematics on all three segments are completed and being submitted to the PMC for a 100% review before sending them to TxDOT and subsequently FHWA.
5. Survey
  - ROW strip map will initiate early January now that the ROW are set in the schematics.
6. Other
  - PMC assisted in the development of the ILA with HCDD#1 for the HCRMA's contribution of drainage improvements/outfalls for HCRMA projects. The item will go before the HCDD#1 Board by end of year.
  - PMC assisted Executive Director on a potential settlement route with AEP who is the developer of the Hidalgo County portion of the Cross Valley Transmission Line Project.



## 1. Field Survey and Photogrammetry (completed)

- Right of Entry complete.
- Primary control and secondary control has been set.
- Setting of aerial targets and low level flight has been completed.
- Aerial company has completed aerotriangulation and will move onto planimetric data collection, DTM development, contours, and digital orthophotos.
- Boundary survey is complete.

## 2. Engineering (completed)

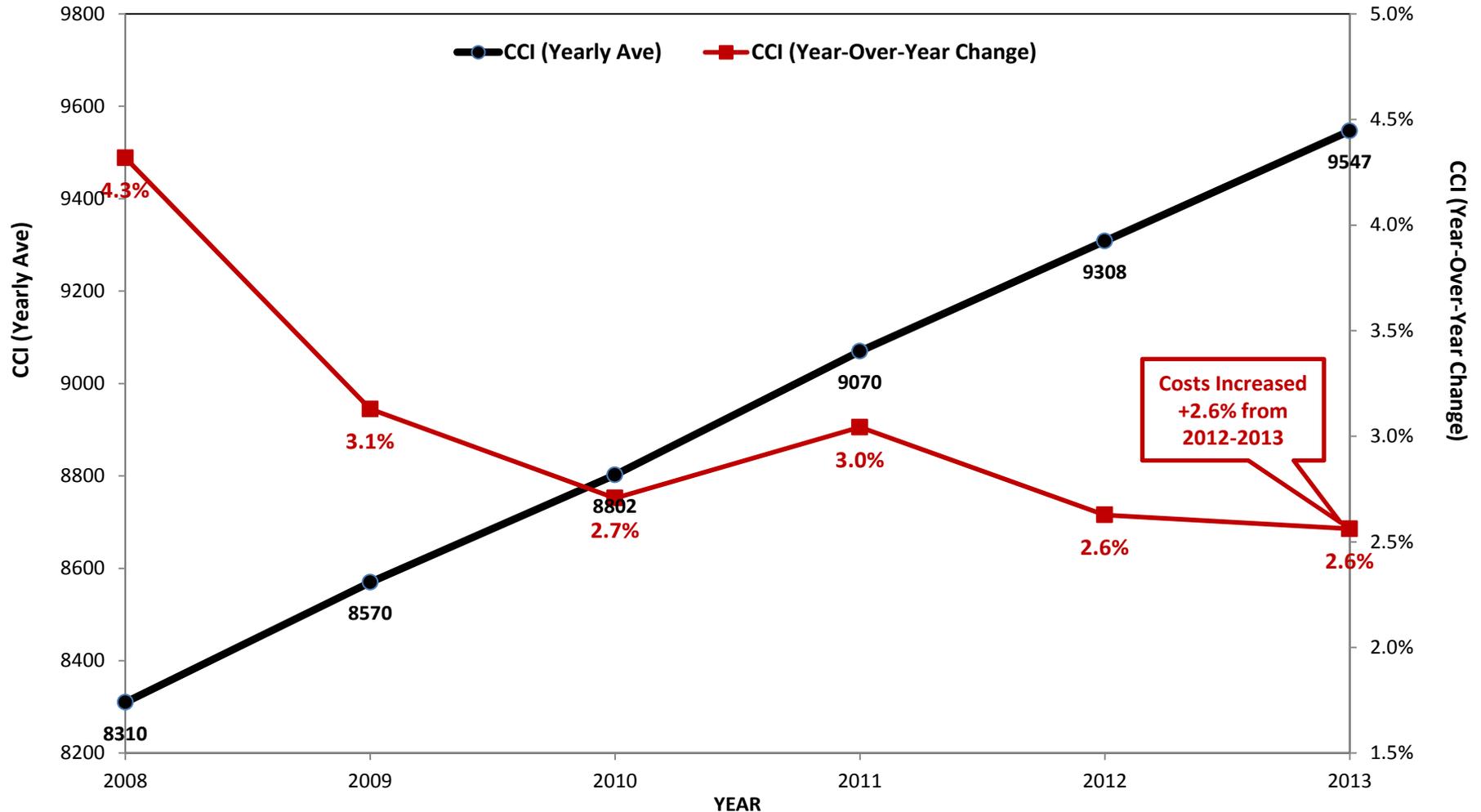
- With boundary established and low level flight complete, the GEC finalized the schematic for use on the Value Engineering Workshop.

## 3. Value Engineering Workshop (completed)

- Workshop held the week of November 11<sup>th</sup>, 2013, approximately \$50M of potential savings identified by the study group.
- Draft presentation to be shown to the Board early January.
- Currently assessing the viability of the VE items and quantifying ROW costs near I-2.

Source: ENR.com Construction Cost Index for December 2013

### Construction Cost Index (2008-2013) (as of December 2013)



# Construction Cost Trends: Asphalt Paving Prices

1. The 20-city average price for liquid asphalt has changed in 2013:

- a. +0.3% Jan
- b. -0.3% Feb
- c. +0.1% in Mar
- d. +0.1% in Apr
- e. +1.1% in May
- f. +0.7% in June
- g. +0.6% in July
- h. +0.5% in Aug
- i. +0.6% in Sept
- j. -0.6% in Oct
- k. +0.2% in Nov
- l. -0.2% in Dec

2. Asphalt paving costs decreased 0.2%, leaving ENR's 20-city average price for PG-58 liquid asphalt 3.2% above a year ago.

Source: ENR.com Material Trends for December 2013  
(Cement/Concrete/Aggregate)

20-City Average				
ITEM	UNIT	PRICE	% CHG. MO.	% CHG. YEAR
<b>ASPHALT PAVING</b>				
PG 58	ton	392.78	-0.2	+3.2
Cutback, MC800	ton	373.08	-0.2	+1.0
Emulsion, RAPID SET	ton	355.51	-0.1	+1.3
SLOW SET	ton	360.31	-0.1	+1.3
<b>PORTLAND CEMENT</b>				
Type one	ton	110.49	-0.3	+1.1
<b>MASONRY CEMENT</b>				
70-lb bag	bag	8.12	-0.4	-1.1
<b>GRAVEL</b>				
1 1/2" down to 3/4"	ton	10.52	+0.4	-1.9
3/4" down to 3/8"	ton	10.87	-1.1	+0.1
<b>CRUSHED STONE</b>				
Base course	ton	10.56	+1.2	+1.2
Concrete course	ton	11.03	+1.4	+1.3
Asphalt course	ton	11.31	+1.8	+1.4
<b>SAND</b>				
Concrete	ton	9.39	+1.9	+1.7
Masonry	ton	10.57	+2.3	+1.7
<b>CONCRETE READY-MIX</b>				
3,000 psi	cy	102.53	-0.1	+0.4
4,000 psi	cy	107.94	-0.2	0.0
5,000 psi	cy	115.67	-0.2	-0.2
<b>STANDARD MODULAR BRICK</b>				
	M	353.81	-0.1	+0.3
<b>CONCRETE BLOCK</b>				
Normal-weight: 8" x 8" x 16"	C	137.96	-0.3	+0.6
Lightweight: 8" x 8" x 16"	C	158.57	-1.8	+1.2
12" x 8" x 16"	C	175.10	-0.2	+0.7
<b>MASON'S LIME</b>				
	ton	234.42	-1.2	+3.3

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Item 2A

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  2A  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  12/12/13  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  12/18/13  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **APPROVAL OF MINUTES FOR REGULAR MEETING HELD NOVEMBER 20, 2013.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No  
Consideration and approval of minutes for the Hidalgo Count Regional Mobility Authority Board of Directors Regular Meeting held November 20, 2013.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:      Yes      No   X   N/A
5. Staff Recommendation: **Motion to approve the minutes for the Board of Director's Regular Meeting held November 20, 2013 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, November 20, 2013**, at 5:31 pm at the Pharr City Hall, City Commission Chamber, 2<sup>nd</sup> 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
	David Guerra, Director	HCRMA
	Alonzo Cantu, Director	HCRMA
	Josue Reyes, Director	HCRMA
Absent:	Forrest Runnels, 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
	Jesse Salinas	TEDSI
	Dan Rios	S&B Infrastructure
	Jacinto Garza	L&G Engineering
	Troy Madres	First Southwest
Debbie Jones	Raymond James	

**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, provided a summary update on the progress for the SH 365 an IBTC Projects.  
No action taken.*
- B. Report on US 281/Military Highway Overpass Project – Jesse Salinas, TEDSI Infrastructure  
*Jesse Salinas, TEDSI Infrastructure, provided a summary update on the progress of the US 281/Military Highway Overpass Project.*
- C. Report on SH 365 Project from US 281/Military Highway to McColl Road – Dan Rios, S&B Infrastructure  
*Dan Rios, S&B Infrastructure, provided a summary update on the progress of the SH 365 Project from US 281/Military Highway to McColl Road.*

- D. Report on SH 365 Project from McColl Road to FM 396 (Anzalduas Highway) – Jacinto Garza, L&G Engineering.

*Jacinto Garza, L&G Engineering, provided a summary update on the progress of SH 365 from McColl Road to FM 396 (Anzalduas Highway).*

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 with the exception of Item 2B which will be considered separately. Motion carried unanimously.***

- A. Approval of Minutes for Regular Meeting held October 16, 2013.

*Approved the Minutes for Regular Meeting held October 16, 2013 as presented.*

- B. Approval of Project & General Expense Report for the period from October 9, 2013 to November 12, 2013.

***Motion by Alonzo Cantu, with a second by Ricardo Perez, to approve the Project & General Expense Report for the period from October 9, 2013 to November 13, 2013 in the revised aggregate amount of \$502,899.46. Motion carried unanimously.***

- C. Approval of Financial Report for September 2013.

*Approved the Financial Report for September 2013 as presented.*

***Motion by Michael Cano, with a second by Ricardo Perez, to enter into Executive Session pursuant to Chapter 551, Texas Government Code, Section 551.071 – Consultation with Attorney for items 6A & 6B. Motion carried unanimously.***

Chairman Burleson recessed the regular meeting at 6:18 pm to go into Executive Session. Chairman Burleson reconvened the meeting at 6:43 pm with the no action taken on the Executive Session items.

### 3. REGULAR AGENDA

- A. Resolution 2013-52 – Approval of short list recommended by the Technical Committee for Engineering and Geotechnical firms to be interviewed for the International Bridge Trade Corridor Project.

***Motion by David Guerra, with a second by Ricardo Perez, to approve Resolution 2013-52 – Approval of short list recommended by the Technical Committee for Engineering and Geotechnical firms to be interviewed for the International Bridge Trade Corridor Project as presented. Motion carried unanimously.***

- B. Resolution 2013-53 – Authorization for staff to negotiate with all qualified Surveying Firms to establish a surveying pool for the International Bridge Trade Corridor Project.

***Motion by Alonzo Cantu, with a second by Josue Reyes, to approve Resolution 2013-53 – Authorization for staff to negotiate with all qualified Surveying Firms to establish a surveying pool for the International Bridge Trade Corridor Project as presented. Motion carried unanimously.***

- C. Resolution 2013-54 – Approval of the designation of Jerry Dale and Pilar Rodriguez as Investment Officers for the Hidalgo County Regional Mobility Authority.

***Motion by Alonzo Cantu, with a second by David Guerra, to approve Resolution 2013-54 – Approval of the designation of Jerry Dale and Pilar Rodriguez as Investment Officers for the Hidalgo County Regional Mobility Authority. Motion carried unanimously.***

- D. Resolution 2013-55 – Approval of post issuance compliance procedures for Hidalgo County Regional Mobility Authority Senior Lien Vehicle Registration Fee Revenue and Refunding Bond Series 2013.  
***Motion by Alonzo Cantu, with a second by Ricardo Perez, to approve Resolution 2013-55 – Approval of post issuance compliance procedures for Hidalgo County Regional Mobility Authority Senior Lien Vehicle Registration Fee Revenue and Refunding Bond Series 2013. Motion carried unanimously.***
- E. Resolution 2013-56 – Approval of a list of qualified brokers authorized to engage in investment transactions with the Hidalgo County Regional Mobility Authority.  
***Motion by Josue Reyes, with a second by Ricardo Perez, to approve Resolution 2013-56 – Approval of a list of qualified brokers authorized to engage in investment transactions with the Hidalgo County Regional Mobility Authority, which includes First Southwest, Costal Securities and Wells Fargo. Motion carried unanimously.***
- F. Resolution 2013-57 – Approval of establishment of a bank account with PlainsCapital Bank for Hidalgo County Regional Mobility Authority Vehicle Registration Fee Series 2013 Bond Construction Fund and the addition of Dennis Burleson, Michael Cano, Ricardo Perez, Forrest Runnels, R. David Guerra, Alonzo Cantu, Josue Reyes, Pilar Rodriguez and Jerry Dale as authorized signatories on all PlainsCapital Bank accounts.  
***Motion by Alonzo Cantu, with a second by Ricardo Perez, to approve Resolution 2013-57 – Approval of establishment of a bank account with PlainsCapital Bank for Hidalgo County Regional Mobility Authority Vehicle Registration Fee Series 2013 Bond Construction Fund and the addition of Dennis Burleson, Michael Cano, Ricardo Perez, Forrest Runnels, R. David Guerra, Alonzo Cantu, Josue Reyes, Pilar Rodriguez and Jerry Dale as authorized signatories on all PlainsCapital Bank accounts. Motion carried unanimously.***
- G. Resolution 2013-58 – Approval of Work Authorization Number 2 to Professional Service Agreement with L&G Engineering for State Highway 365 IBWC Floodway Bridge Layouts.  
***Motion by Alonzo Cantu, with a second by David Guerra, to approve Resolution 2013-58 – Approval of Work Authorization Number 2 to Professional Service Agreement with L&G Engineering for State Highway 365 IBWC Floodway Bridge Layouts in the amount of \$283,023.23. Motion carried unanimously.***
- H. Resolution 2013-59 – Designation of a Hidalgo County Liaison for the Hidalgo County Regional Mobility Authority Board of Directors.  
***Motion by Josue Reyes, with a second by Ricardo Perez, to table Resolution 2013-59 – Designation of a Hidalgo County Liaison for the Hidalgo County Regional Mobility Authority Board of Directors. Motion carried unanimously.***
- I. Resolution 2013-60 – Approval of Work Authorization Number 3 to Professional Service Agreement with TEDSI Infrastructure for US 281/Military Highway Overpass Right of Way Strip Map.
- J. ***Motion by Ricardo Perez, with a second by Alonzo Cantu, to approve Resolution 2013-60 – Approval of Work Authorization Number 3 to Professional Service Agreement with TEDSI Infrastructure for US 281/Military Highway Overpass Right of Way Strip Map in the amount of \$40,225.96. Motion carried unanimously.***

#### 4. CHAIRMAN'S REPORT

- A. Report on HCRMA Vehicle Registration Fee Revenue and Refunding Bond Series 2013 issuance.  
*Troy Madres, First Southwest, and Debbie Jones, Raymond James, reported on the issuance of the HCRMA Vehicle Registration Fee Revenue and Refunding Bond Series 2013 on November 14, 2013. No action taken.*

#### 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)

*The Board of Directors did not take action on any Executive Session item(s).*

- A. 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.***

- 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. 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 7:16 pm.*

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*Dennis Burleson, Chairman*

*Attest:*

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*Ricardo Perez, Secretary/Treasurer*

**Item 2B**

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  2B  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  12/12/13  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  12/18/13  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **APPROVAL OF PROJECT EXPENSE REPORT FROM NOVEMBER 13, 2013 THROUGH DECEMBER 10, 2013**

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

Consideration and approval of project expense report for the period from November 13, 2013 to December 10, 2013.

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:      Vehicle Registration Fund Balance after Expenses   \$3,059,686

General Account	\$ 25,294.99
Loop Account	\$712,710.15
Debt Service Account	\$ <u>      0.00  </u> *
<b>Total Project Expenses for Reporting Period</b>	<b>\$738,005.14</b>

\*Line of credit was paid in full on December 10, 2013.

5. Staff Recommendation: **Motion to approve the project expense report for the period from November 13, 2013 to December 10, 2013 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



# Memorandum

To: Dennis Burleson, Chairman  
From: Pilar Rodriguez, PE, Executive Director  
Date: December 12, 2013  
Re: **Expense Report for the Period from November 13, 2013 to December 10, 2013**

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Attached is the expense report for the period commencing on November 13, 2013 and ending on December 10, 2013.

Expenses for the General Account total \$25,294.99, Loop Account total \$712,710.15, and for the Debt Service Account total \$0.00. The line of credit with PlainsCapital Bank (formerly First National Bank) was paid in full on December 10, 2013 as part of the Vehicle Registration Fee Bond issuance. The aggregate expense for the reporting period is **\$738,005.14**.

Based on review by this office, **approval of expenses for the reporting period is recommended in the aggregate amount of \$738,005.14.**

This leaves a balance in the Vehicle Registration Fund after expenses of \$3,059,686.

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



**EXPENSE REPORT**

December 18, 2013

**General Account - 280003536**

	Make Check Payable to	Date	Memo:	Amount	Ck #
Salaries & Wages					
	16200.000 City of McAllen	11/26/2013	Payroll 24 11/11/13-11/24/13	\$ 9,257.67	10607
	16200.000 City of McAllen	11/15/2013	Admin 29340	\$ 124.06	10608
	16200.000 City of McAllen				
	17000.000 One Stop Staffing				
Supplies					
	17140.000 Office Depot	11/26/2013	674029128001	\$ 90.03	10614
	17140.000 Office Depot	12/10/2013	688384307-001 688385071-0001	\$ 329.27	10615
Travel & Training					
	16600.000 A Fast Delivery	11/19/2013	2013004167	\$ 219.00	10605
	16600.000 A Fast Delivery	12/2/2013	2013004358	\$ 69.75	10606
	16600.000 Flor E. Koll	12/10/2013	Reimbursement - Mileage 2013	\$ 239.21	10612
Rental Contractual					
	17150.000 City of Pharr	12/2/2013	HC120213	\$ 1,000.00	10609
	17150.000 dahill	12/1/2013	31577681-1	\$ 905.35	10610
	17150.000 dahill	1/1/2014	31577681-2	\$ 905.35	10611
	17150.000 Tierra Del Sol Golf Course	12/5/2013	VE - IBTC	\$ 4,500.00	10618
Professional Services					
	16070.000 Celia Gaona				
	17120.000 Jerry Dale	12/5/2013	Nov-13	\$ 4,750.00	ACH
	17210.000 Pena Designs	12/2/2013	18	\$ 150.00	10616
	17050.000 Salinas Allen Schmitt				
	16220.000 TML	12/1/2013	51450 Errors and Omission 13/14 FY	\$ 514.50	10619
	17100.000 Bracewell Guiliani	12/5/2013	21566157	\$ 85.50	ACH
	17310.000 PlainsCapital Bank		Visa - Closing 11/30/13	\$ 2,155.30	10617
				<b>\$ 25,294.99</b>	

**Loop Account - 280003609**

Administrative Svc					
	26400.000 Advance Publishing Company				
Engineering Services					
	28000.000 L&G Engineering	12/4/2013	11324663 SH365/Seg1/WA2	\$ 27,764.14	ACH
	28000.000 S&B Infrastructure	11/26/2013	U1695.100-09 SH365/Seg2/WA1	\$ 119,098.66	ACH
	28000.000 Teds	10/23/2013	20131689 SH365/Seg3/WA2	\$ 64,971.42	10513
	28000.000 Teds	11/20/2013	20131717 SH365/Seg3/WA2	\$ 64,283.98	10514
Surveying Services					
	28000.000 Quintanilla, Headly & Assoc				
Environmental					
	28000.000 Atkins	11/13/2013	180972 SH 365	\$ 27,643.75	ACH
Legal Services					
	27100.000 Law Office of Daniel G. Rios	12/11/2013	10538	\$ 7,250.00	10515
	27100.000 Smith Trostle & Huerta	12/1/2013	11303	\$ 27,878.02	10512
	27100.000 Bracewell Guiliani	12/5/2013	21566158.2	\$ 4,733.12	ACH
	27100.000 Lloyd Gosselink				
Program Management					
	28000.000 Dannenbaum	12/4/2013	465201/25/XV WA6	\$ 369,087.06	ACH
Acquisition Services					
Financial Services					
	28000.000 First Southwest				
				<b>\$ 712,710.15</b>	

**Total \$ 738,005.14**

**TRANSFERS**

Loop 280003609	23000.000 Hidalgo County RMA		Reimbursement to General Acct	\$ 152,708.97	10511
Vehicle 280003617	33000.000 Hidalgo County RMA		Reimbursement to General Acct	\$ 321.62	10613

Recommend Approval/Pilar Rodriguez, E.D.

Date Approved

Ricardo Perez, Secretary/Treasurer

Dennis Burleson, Chairman



## Memorandum

To: Flor E. Koll  
From: Abel Carbajal  
Interim Payroll Manager  
Date: November 26, 2013  
Re: Payroll for Pilar Rodriguez and Flor E. Koll

Please submit a check in the amount of \$ 9,257.67 to the Finance Department. This is to cover the following: payroll from 11/11/2013 through 11/24/2013

The following is a breakdown:

RA	Salary	8,480.51
RB	Overtime	0.00
RC		
RD	FICA	242.89
RE	TMRS	534.27
RF	TWC	0.00
RG	Group Term Life Ins	0.00
RH	Health Insurance Emp plus Fam	0.00
RI	Workers Compensation	0.00
Total amount invoiced for:		\$ 9,257.67

If you should have any questions, please feel free to contact me at 956-681-1041.

Thank you.

**STATEMENT**

City of McAllen  
 P O BOX 220  
 MCALLEN TX 78505-0220  
  
 (956) 681-1400 Ext. 0000

<b>Account:</b>	38883
<b>Date:</b>	11/15/2013
<b>Amount Paid:</b>	

Customer No.: 38883  
 TYPE: AGENCY ADMIN

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
 FLOR KOLL  
 ATTN: FLOR KOLL  
 118 S CAGE BLVD 4TH FLOOR  
 PHARR TX 78577**

Document No.	Date	Code	Description	Amount	Balance
000028282 <i>CF</i>	10/15/2013	SLS	Sales / Invoices	\$124.06	\$124.06
000029340 <i>pd 10589</i>	11/15/2013	SLS	Sales / Invoices	\$124.06	\$248.12
				<b>Amount Due:</b>	<b><i>124.06 FEK</i></b> <del>\$248.12</del>
<u>Current</u>		<u>31 - 60 Days</u>	<u>61 - 90 Days</u>	<u>91 and Over</u>	
\$248.12		\$0.00	\$0.00	\$0.00	

Codes: SLS = Sales / Invoices    FIN = Finance Charges    CR = Credit Memos  
 DR = Debit Memos            PMT = Payments            RTN = Returns  
 BBF = Beginning Balance

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 11/15/2013  
 CUSTOMER NO: 38883

NAME: HIDALGO COUNTY REGIONAL MOBILITY /  
 TYPE: AGENCY ADMIN

REMIT AND MAKE CHECK PAYABLE TO:

City of McAllen  
 P O BOX 220  
 MCALLEN TX 78505-0220

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
 ATTN: FLOR KOLL  
 118 S CAGE BLVD 4TH FLOOR  
 PHARR TX 78577  
 TOTAL DUE: \$248.12

Regional Mobility Authority  
PRE-BILL AGENCYACCOUNT

EMPLOYEE NAME	STATUS	HEALTH	DENTAL	VISION	BASIC	SUPP LIFE	LTD	STD	ADMIN FEES (38883)
Rodriguez, Pilar	FT	Family							\$ 62.03
Koll, Flor	FT	Self							\$ 62.03
<b>TOTALS</b>		\$ -	\$ -	\$ -	\$ -	\$ -			\$ 124.06



11/26/13

TO: HIDALGO COUNTY REGIONAL MOBILI

RE: PAST DUE NOTICE

Balance Due: \$192.86

Past Due: ~~\$192.86~~

Account Number: 52659110

Billing ID Number: 8430570

Bill to ID: BILLTO

*\$90.03*

Dear Accounts Payable:

A review of your account indicates a past due balance is outstanding. Please find a statement attached of the past due invoices. You may contact us at the phone number, fax number, or email address below in order to resolve any issues with your past due balance. Otherwise, we would appreciate you processing payment of the outstanding transactions.

If payment has been sent recently, please disregard this letter. Thank you for your business and we look forward to a continued relationship.

Regards,

Office Depot Collections Department

Phone: 1-888-412-8545

Fax: 561-438-8906

Email: [ABBillingssupport@officedepot.com](mailto:ABBillingssupport@officedepot.com)

Invoice #	Date	Purchase Order	Due Date	Balance
674029861001	2013-10-08		2013-11-10	102.83

*pd*

Invoice #	Date	Purchase Order	Due Date	Balance
674029128001	2013-10-08		2013-11-10	90.03

Amount Referenced: USD 192.86

*Amount due  
FKK*

\* Disputed amount

A-FAST DELIVERY, LLC  
 P.O. Box 530402  
 Harlingen, TX 78553  
 Phone: (956) 425-7333  
 Fax: (956) 425-3075  
 Tax I.D. 27-1584703

A FAST DELIVERY HAS NOW BECOME A FAST DELIVERY LLC AND OUR NEW FEDERAL IDENTIFICATION NUMBER IS 27-1584703 AS OF 01/01/10 .

HCRMA  
 118 S CAGE  
 PHARR, TX 78577

This Invoice includes Completed Jobs delivered on or before 11/15/2013.

ITEMIZED LISTING

JobNumber	Priority	Legs	Drop Date	Requestor	Reference	Amount Due
<b>2013028857</b>	<b>REGULAR</b>		<b>11/7/2013</b>	<b>TS/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	CITY OF SAN JUAN - 709 S NEBRASKA - SAN JUAN, TX 78589					
Released:	11/7/2013 8:57 am		Dropped Off:	11/7/2013 11:09 am		
<b>2013028858</b>	<b>REGULAR</b>		<b>11/7/2013</b>	<b>TS/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	CITY OF ALAMO - 420 N TOWER ROAD - ALAMO, TX 78516					
Released:	11/7/2013 8:58 am		Dropped Off:	11/7/2013 11:34 am		
<b>2013028859</b>	<b>REGULAR</b>		<b>11/7/2013</b>	<b>TS/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	CITY OF DONNA - 307 S. 12TH STREET - DONNA, TX 78537					
Released:	11/7/2013 8:59 am		Dropped Off:	11/7/2013 11:19 am		
<b>2013028860</b>	<b>REGULAR</b>		<b>11/7/2013</b>	<b>TS/FLOR</b>		<b>\$8.25</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	CITY OF WESLACO - 255 S KANSAS - WESLACO, TX 78596					
Released:	11/7/2013 9:00 am		Dropped Off:	11/7/2013 11:31 am		
<b>2013029594</b>	<b>REGULAR</b>		<b>11/14/2013</b>	<b>TS/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	CITY OF MCALLEN - 1300 HOUSTON - MCALLEN, TX 78501					
Released:	11/14/2013 11:31 am		Dropped Off:	11/14/2013 1:57 pm		
<b>2013029660</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>SG/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	EIA PROPERTIES - 506 E CANTON - EDINBURG, TX					
Released:	11/15/2013 8:00 am		Dropped Off:	11/15/2013 10:30 am		
<b>2013029661</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>SG/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO JUDGE RAMON GARCIA - 302 W UNIVERSITY - EDINBURG, TX 78539					
Released:	11/15/2013 8:00 am		Dropped Off:	11/15/2013 10:40 am		
<b>2013029662</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>SG/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT4 JOSEPH PALACIO - 1051 N DOOLITTLE - EDINBURG, TX					
Released:	11/15/2013 8:00 am		Dropped Off:	11/15/2013 11:21 am		
<b>2013029663</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>SG/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	LINEBERGER,GOGGAN,BLAIR & SEMP - 205 S PIN OAK AVE - EDINBURG, TX 78539					
Released:	11/15/2013 8:00 am		Dropped Off:	11/15/2013 10:52 am		

JobNumber	Priority	Legs	Drop Date	Requestor	Reference	Amount Due
<b>2013029664</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>SG/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	CANTU CONSTRUCTION - 5221 N MCCOLL - MCALLEN, TX					
Released:	11/15/2013 8:00 am		Dropped Off: 11/15/2013 10:52 am			
<b>2013029665</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>SG/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	IBC BANK - 1 S BROADWAY - MCALLEN, TX 78501					
Released:	11/15/2013 8:00 am		Dropped Off: 11/15/2013 11:10 am			
<b>2013029666</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>SG/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	CITY OF MCALLEN - 1300 HOUSTON - MCALLEN, TX 78501					
Released:	11/15/2013 8:00 am		Dropped Off: 11/15/2013 11:15 am			
<b>2013029667</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>SG/FLOR</b>		<b>\$0.00</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	DANNEN BAUM ENGINEERING - 1109 NOLANA LOOP STE 208 - MCALLEN, TX 78501					
Released:	11/15/2013 8:00 am		Dropped Off: 11/15/2013 8:53 am			
<b>2013029668</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>SG/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	LAW OFFICE OF DANIEL RIOS - 323 NOLANA - MCALLEN, TX					
Released:	11/15/2013 8:00 am		Dropped Off: 11/15/2013 11:00 am			
<b>2013029669</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>SG/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	TEXAS DEPT OF TRANSPORTATION - 600 W EXPWY 83 - PHARR, TX 78577					
Released:	11/15/2013 8:00 am		Dropped Off: 11/15/2013 9:25 am			
<b>2013029670</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>SG/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT2 TITO PALACIOS - 300 HALL ACRES - PHARR, TX					
Released:	11/15/2013 8:00 am		Dropped Off: 11/15/2013 9:12 am			
<b>2013029671</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>SG/FLOR</b>		<b>\$7.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT3 JOE FLORES - 724 N BREYFOGAL - MISSION, TX 78572					
Released:	11/15/2013 8:00 am		Dropped Off: 11/15/2013 9:52 am			
<b>2013029672</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>SG/FLOR</b>		<b>\$7.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	RIO BANK - 401 N BENTSEN PALM DRIVE - MISSION, TX					
Released:	11/15/2013 8:00 am		Dropped Off: 11/15/2013 9:48 am			
<b>2013029673</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>SG/FLOR</b>		<b>\$8.25</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT 1 - 1902 JOE STEPHENS - A C CUELLAR - WESLACO, TX 78596					
Released:	11/15/2013 8:00 am		Dropped Off: 11/15/2013 12:35 pm			
<b>2013029741</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>TS/RACHEL</b>		<b>\$8.25</b>
From:	SALINAS ALLEN & SCHMITT - 2300 W.PIKE BLVD STE 201 - WESLACO, TX 78596					
To:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
Released:	11/15/2013 11:10 am		Dropped Off: 11/15/2013 1:20 pm			
<b>2013029760</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>SG/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	EIA PROPERTIES - 506 E CANTON - EDINBURG, TX					
Released:	11/15/2013 12:42 pm		Dropped Off: 11/15/2013 2:42 pm			
<b>2013029761</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>SG/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO JUDGE RAMON GARCIA - 302 W UNIVERSITY - EDINBURG, TX 78539					
Released:	11/15/2013 12:42 pm		Dropped Off: 11/15/2013 2:22 pm			
<b>2013029762</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>SG/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT4 JOSEPH PALACIO - 1051 N DOOLITTLE - EDINBURG, TX					
Released:	11/15/2013 12:42 pm		Dropped Off: 11/15/2013 2:23 pm			

JobNumber	Priority	Legs	Drop Date	Requestor	Reference	Amount Due
<b>2013029763</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>SG/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	LINEBERGER,GOGGAN,BLAIR & SEMP - 205 S PIN OAK AVE - EDINBURG, TX 78539					
Released:	11/15/2013 12:43 pm		Dropped Off:	11/15/2013 2:18 pm		
<b>2013029764</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>SG/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	CANTU CONSTRUCTION - 5221 N MCCOLL - MCALLEN, TX					
Released:	11/15/2013 12:43 pm		Dropped Off:	11/15/2013 2:00 pm		
<b>2013029765</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>SG/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	IBC BANK - 1 S BROADWAY - MCALLEN, TX 78501					
Released:	11/15/2013 12:43 pm		Dropped Off:	11/15/2013 1:40 pm		
<b>2013029766</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>SG/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	CITY OF MCALLEN - 1300 HOUSTON - MCALLEN, TX 78501					
Released:	11/15/2013 12:43 pm		Dropped Off:	11/15/2013 1:32 pm		
<b>2013029767</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>SG/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	LAW OFFICE OF DANIEL RIOS - 323 NOLANA - MCALLEN, TX					
Released:	11/15/2013 12:44 pm		Dropped Off:	11/15/2013 1:53 pm		
<b>2013029768</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>SG/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	TEXAS DEPT OF TRANSPORTATION - 600 W EXPWY 83 - PHARR, TX 78577					
Released:	11/15/2013 12:44 pm		Dropped Off:	11/15/2013 1:21 pm		
<b>2013029769</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>SG/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT2 TITO PALACIOS - 300 HALL ACRES - PHARR, TX					
Released:	11/15/2013 12:44 pm		Dropped Off:	11/15/2013 1:09 pm		
<b>2013029770</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>SG/FLOR</b>		<b>\$7.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT3 JOE FLORES - 724 N BREYFOGAL - MISSION, TX 78572					
Released:	11/15/2013 12:45 pm		Dropped Off:	11/15/2013 3:33 pm		
<b>2013029771</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>SG/FLOR</b>		<b>\$7.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	RIO BANK - 401 N BENTSEN PALM DRIVE - MISSION, TX					
Released:	11/15/2013 12:45 pm		Dropped Off:	11/15/2013 3:40 pm		
<b>2013029772</b>	<b>REGULAR</b>		<b>11/15/2013</b>	<b>SG/FLOR</b>		<b>\$8.25</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT 1 - 1902 JOE STEPHENS - A C CUELLAR - WESLACO, TX 78596					
Released:	11/15/2013 12:45 pm		Dropped Off:	11/15/2013 2:05 pm		

<b>Number of Jobs: 33</b>	<b>Total Charges:</b>	<b>\$219.00</b>
	<b>Total Credits:</b>	<b>\$0.00</b>
	<b>Amount Due:</b>	<b>\$219.00</b>

A-FAST DELIVERY, LLC  
 P.O. Box 530402  
 Harlingen, TX 78553  
 Phone: (956) 425-7333  
 Fax: (956) 425-3075  
 Tax I.D. 27-1584703

A FAST DELIVERY HAS NOW BECOME A FAST DELIVERY LLC AND OUR NEW FEDERAL IDENTIFICATION NUMBER IS 27-1584703 AS OF 01/01/10 .

HCRMA  
 118 S CAGE  
 PHARR, TX 78577

This Invoice includes Completed Jobs delivered on or before 11/30/2013.

ITEMIZED LISTING

JobNumber	Priority	Legs	Drop Date	Requestor	Reference	Amount Due
<b>2013029853</b>	<b>REGULAR</b>		<b>11/18/2013</b>	<b>SG/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	EIA PROPERTIES - 506 E CANTON - EDINBURG, TX					
Released:	11/18/2013 8:52 am		Dropped Off: 11/18/2013 1:48 pm			
<b>2013029854</b>	<b>REGULAR</b>		<b>11/18/2013</b>	<b>SG/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	LINEBERGER,GOGGAN,BLAIR & SEMP - 205 S PIN OAK AVE - EDINBURG, TX 78539					
Released:	11/18/2013 8:52 am		Dropped Off: 11/18/2013 1:55 pm			
<b>2013029855</b>	<b>REGULAR</b>		<b>11/18/2013</b>	<b>SG/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	CANTU CONSTRUCTION - 5221 N MCCOLL - MCALLEN, TX					
Released:	11/18/2013 8:52 am		Dropped Off: 11/18/2013 1:28 pm			
<b>2013029856</b>	<b>REGULAR</b>		<b>11/18/2013</b>	<b>SG/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	IBC BANK - 1 S BROADWAY - MCALLEN, TX 78501					
Released:	11/18/2013 8:53 am		Dropped Off: 11/18/2013 12:45 pm			
<b>2013029857</b>	<b>REGULAR</b>		<b>11/18/2013</b>	<b>SG/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	DANNEN BAUM ENGINEERING - 1109 NOLANA LOOP STE 208 - MCALLEN, TX 78501					
Released:	11/18/2013 8:53 am		Dropped Off: 11/18/2013 1:00 pm			
<b>2013029858</b>	<b>REGULAR</b>		<b>11/18/2013</b>	<b>SG/FLOR</b>		<b>\$6.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	LAW OFFICE OF DANIEL RIOS - 323 NOLANA - MCALLEN, TX					
Released:	11/18/2013 8:53 am		Dropped Off: 11/18/2013 1:08 pm			
<b>2013029859</b>	<b>REGULAR</b>		<b>11/18/2013</b>	<b>SG/FLOR</b>		<b>\$7.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	RIO BANK - 401 N BENTSEN PALM DRIVE - MISSION, TX					
Released:	11/18/2013 8:54 am		Dropped Off: 11/18/2013 10:40 am			
<b>2013029894</b>	<b>REGULAR</b>		<b>11/18/2013</b>	<b>TS/RACHEL</b>		<b>\$8.25</b>
From:	SALINAS ALLEN & SCHMITT - 2300 W.PIKE BLVD STE 201 - WESLACO, TX 78596					
To:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
Released:	11/18/2013 10:33 am		Dropped Off: 11/18/2013 1:05 pm			
<b>2013030638</b>	<b>REGULAR</b>		<b>11/26/2013</b>	<b>TS/FLOR</b>		<b>\$7.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	RIO BANK - 401 N BENTSEN PALM DRIVE - MISSION, TX					
Released:	11/26/2013 8:50 am		Dropped Off: 11/26/2013 10:50 am			

JobNumber	Priority	Legs	Drop Date	Requestor	Reference	Amount Due
2013030703	REGULAR		11/26/2013	TS/BERNICE		\$7.50
From:	RIO BANK - 401 N BENTSEN PALM DRIVE - MISSION, TX					
To:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
Released:	11/26/2013 12:00 pm		Dropped Off: 11/26/2013 3:36 pm			

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<b>Number of Jobs: 10</b>	<b>Total Charges:</b>	<b>\$69.75</b>
	<b>Total Credits:</b>	<b>\$0.00</b>
	<b>Amount Due:</b>	<b>\$69.75</b>

Hidalgo County Regional Mobility Authority  
Travel Expense Report

To: Finance Department

NAME: Flor E. Koll ID#: 11572 Period Beginning: 03/19/13 Period Ending: 12/06/13

Page 1	\$ 108.78
Page 2	\$ 130.43
Page 3	\$ 9.99
<b>Total</b>	<b>\$ 239.21</b>

12/9/13  
Date

  
Traveler's Signature

12/10/2013  
Date

  
Pilar Rodriguez, Executive Director

**Hidalgo County Regional Mobility Authority  
Travel Expense Report**

**Note: Form must be typed**

**NAME:** Flor E. Koll **ID#:** 11572 **Period Beginning:** 03/19/13

**Period Ending** 09/16/13

DATE	TRAVEL DESCRIPTION	PROJECT CODE	ODOMETER		MILES @ .555 cents	Mileage Expense	HOTEL	AIRLINE		TOTAL
			Before	After				HOTEL TAX/ OTHER	DIEM	
03/19/13	From Office to Premier Awards (McAllen) to pick up plaques and back to office	HCRMA	126,724	126,732	8					\$4.44
03/19/13	From Office to FNB (Weslaco) pick up signatory paperwork and back to office	HCRMA	126,732	126,756	24					\$13.32
03/22/13	From home (shortest distance) to Rio Bank (Palmview) drop off check to office	HCRMA	126,907	126,930	23					\$12.77
03/22/13	From office to post office (Pharr) to FNB (Weslaco) drop off signatory paperwork and back to office	HCRMA	126,932	126,956	24					\$13.32
04/16/13	From Office to FNB (Weslaco) drop off RMA paperwork back to office	HCRMA	128,049	128,073	24					\$13.32
04/22/13	From office to Bank (Pharr) make loan payment to Post Office (Pharr) mail PFS and back to office	HCRMA	128,329	128,335	6					\$3.33
04/29/13	From office to Rio Bank (Palmview) for signature on Security pledges back to office	HCRMA	128,721	128,747	26					\$14.43
06/26/13	From home (shortest distance) to Rio Bank (Palmview) pick up PFS and to HCRMA Office	HCRMA	131,990	132,014	24					\$13.32
07/01/13	From Office to McAllen City Hall to drop off map to City Attorney and back to office	HCRMA	132,174	132,182	8					\$4.44
09/16/13	from Office to Rio Bank (Palmview) for signature on Check to office	HCRMA	136,100	136,129	29					\$16.10
<b>TOTAL</b>										<b>\$108.78</b>

Depart : Trip #1		Return: Trip #1	
Date	Time	Date	Time

I CERTIFY THAT THIS STATEMENT, THE AMOUNTS CLAIMED AND THE ATTACHMENTS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE BELIEF.

DATE: 04/13 SIGNATURE OF TRAVELER: Flor E. Koll DATE: 12/19/2013  
APPROVED BY DEPARTMENT HEAD

**Hidalgo County Regional Mobility Authority  
Travel Expense Report**

**Note: Form must be typed**

**NAME:** Flor E. Koll **ID#:** 11572 **Period Beginning:** 09/16/13

**Period Ending:** 12/02/13

DATE	TRAVEL DESCRIPTION	PROJECT CODE	ODOMETER		MILES @ .555 cents	Mileage Expense	HOTEL	FAIRLINE MEAL PER		TOTAL
			Before	After				HOTEL TAX/ OTHER	DIEM	
09/16/13	From Office to Linebarger (Edinburg) get signature on check from Micheal Cano and back to office	HCRMA	136,129	136,147	18					\$9.99
10/01/13	From Office to MPO (Weslaco) for TAC Meeting and back to office	HCRMA	136,425	136,458	33					\$18.32
10/17/13	From office to FedEx (Pharr) overnight Bonds and back to office	HCRMA	136,810	136,814	4					\$2.22
10/24/13	From office to Judge's Office (Edinburg) to McAllen Convention Center to Rio Bank (Palmview) to Hidalgo County Courthouse (Edinburg) to Office back to Courthouse to Judge's Office to FedEx for signature on Pledge agreement and overnight to Bracewell & Giuliani	HCRMA	137,100	137,183	83					\$46.07
11/05/13	From Office to MPO (Weslaco) for TAC Meeting and back to office	HCRMA	137,602	137,634	32					\$17.76
11/12/13	From Office to Dennis (McAllen) to FedEx (McAllen) overnight Pricing Certificate and back to office	HCRMA	137,911	137,921	10					\$5.55
11/15/13	From Office to Tierra del Sol Golf Course (Pharr) to Rio Bank (Palmview) to Office then to FedEx - signature package and AG Check	HCRMA	138,213	138,245	32					\$17.76
11/18/13	From Office to Judge's Office (Edinburg) to FedEx - Bonding Certificate	HCRMA	138,506	138,525	19					\$10.55
12/02/13	From Office to FedEx (Pharr) back to office - tax certificate	HCRMA	139,387	139,391	4					\$2.22
										<b>TOTAL</b>

Depart : Trip #1		Return: Trip #1	
Date	Time	Date	Time

I CERTIFY THAT THIS STATEMENT, THE AMOUNTS CLAIMED AND THE ATTACHMENTS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE BELIEF.

<u>12/13/13</u>	<u>Flor E. Koll</u>	<u>1</u>	<u>12/19/2013</u>
<b>DATE</b>	<b>SIGNATURE OF TRAVELER</b>	<b>DATE</b>	<b>APPROVED BY DEPARTMENT HEAD</b>





# INVOICE

City of Pharr, Texas  
Attn: Lizette Gomez, Treasury Coordinator

DATE: DECEMBER 2, 2013

P.O. Box 1729  
Pharr, Texas 78577  
Phone 956-402-4150 ext. 1908  
Fax 956-702-5318

TO HCRMA  
Attn: Pilar Rodriguez, Executive Director  
118 S. Cage Blvd., 4<sup>th</sup> Floor  
Pharr, TX 78577  
(956)607-8330

CONTACT PERSON	PAST DUE	CURRENT	AMOUNT TO PAY	DUE DATE	INVOICE NUMBER
Lizette Gomez		\$ 1,000.00	\$ 1,000.00	12/15/13	HC120213

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
1		Rent for Office and Public Meeting Space- DECEMBER 2013	\$ 1,000.00		\$ 1,000.00
TOTAL DISCOUNT				0.00	0.00
SUBTOTAL					\$ 1,000.00
SALES TAX					0.00
TOTAL					\$ 1,000.00

***Make all checks payable to: City of Pharr***

**THANK YOU!**

# DAHILL INVOICE

Schedule Number: 472 Invoice Date: 11/5/2013 Due Date: 12/1/2013  
Invoice Number: 31577681 - 1

<b>Bill To:</b>	<b>Remit To:</b>	<b>Total Payment Due:</b>
Hildalgo County Regional Mobility Authority Accounts Payable 118 S. Cage Blvd. Pharr, TX 78577	Dahill Attn: Copier Program Division PO Box 69 Manhattan, KS 66505-0069 Tax ID# 58-2481442 Invoice questions please call 1-877-291-7786 Supplies Phone: 1-800-413-3526 ext 10606	<b>\$905.35</b>

Equipment Installed At	Lease Term	PO Number
118 S. Cage Blvd, Pharr, TX 78577	48 (In Months)	N/A

<b>Lease Description:</b>	Payment Number: 1 of 48	<b>Payment Description:</b>
Payment covers the period of:  10/22/2013 — 11/21/2013	Payment Amount:  \$905.35	Payment Amount: \$905.35 Overage Total:  <b>Total Payment Due: \$905.35</b>

<b>Copier Information:</b>						
<b>Serial Number</b>		<b>Model Number</b>				
XPN547768		Xerox XC570				
<b>Meter Coverage Period</b>						
<b>Type</b>	<b>Previous Meter Read</b>	<b>Current Meter Read</b>	<b>Total Images</b>	<b>Copy Allowance</b>	<b>Overage Images</b>	<b>Overage Amount</b>

**Total Payment Due: \$905.35**

<b>Remit Payments to:</b>
Dahill Attn: Copier Program Division PO Box 69 Manhattan, KS 66505-0069

**THANK YOU FOR YOUR PROMPT PAYMENT**

# DAHILL INVOICE

Schedule Number: 472

Invoice Date: 12/3/2013

Due Date: 1/1/2014

Invoice Number: 31577681 - 2

Bill To:	Remit To:	Total Amount Due:
Hidalgo County Regional Mobility Authority Accounts Payable 118 S. Cage Blvd. Pharr, TX 78577	Dahill Attn: Copier Program Division PO Box 69 Manhattan, KS 66505-0069 Phone: 1-877-291-7786 Supplies Phone: 1-800-413-3526 ext 10606	<b>\$905.35</b> Tax ID# 58-2481442

Equipment Installed At	Lease Term	PO Number
118 S. Cage Blvd, Pharr, TX 78577	48 (In Months)	N/A

Lease Description:	Payment Number: 2 of 48	Payment Descriptio
Payment Covers Period of: 11/22/2013 — 12/21/2013	Lease Amount \$905.35	Total Payment Due: <b>\$905.35</b>

Copier Information: InstallDate: 10/22/2013		
Serial Number	Model Number	Copier Location
XPN547768	Xerox XC570	

**Total Payment Due: \$905.35**

Remit Payments to:
Dahill Attn: Copier Program Division PO Box 69 Manhattan, KS 66505-0069

**THANK YOU FOR YOUR PROMPT PAYMENT**

<b>Tierra Del Sol Golf Course</b> 700 E. Hall Acres Rd Pharr, TX 78577 Phone (956)702-2320	<b>INVOICE</b>

RMA HIDALGO COUNTY	NOVEMBER 11-15, 2013
--------------------	----------------------

<b>COMMENTS OR SPECIAL INSTRUCTIONS:</b>  <p style="text-align: center;">RMA MEETING</p>
--

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	1 WEEK RENTAL HALL		4,000.00
	1 WEEK BREAKFAST & LUNCH		500.00

Make all checks payable to Tierra Del Sol Golf Course If you have any questions concerning this invoice, contact  X _____ Thank you for your business!	<b>SUB TOTAL</b>	<b>\$4, 500.00</b>
	<b>TAX EXEMPT</b>	
	<b>TAX</b>	
	<b>TOTAL</b>	<b>\$4,500.00</b>





**Bracewell & Giuliani LLP**  
ATTORNEYS AT LAW

P. O. Box 848566  
Dallas, TX 75284-8566  
713 223-2300  
TAX ID 74-1024827

Hidalgo County Regional Mobility Authority HCRMA  
Pilar Rodriguez  
118 S. Cage Blvd, 4th Floor  
Pharr, Texas 78577

December 5, 2013  
Invoice: 21566157  
B/A: 04996

Our Matter #: 035858.000002 For Services Through November 30, 2013  
General

		Hours	Rate/Hr	Amount
11/15/13	Correspond on bylaws	0.30	285.00	85.50
	Blakely Fernandez			
		<b>Hours</b>	<b>Rate/Hr</b>	<b>Amount</b>
	Blakely Fernandez	0.30	285.00	85.50
	Total	0.30	285.00	85.50
<b>Total Fees for Professional Services</b>				<b>\$ 85.50</b>
Fees for Professional Services.....				\$ 85.50
<b>Total Current Billing for this Matter</b>				<b>\$ 85.50</b>

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
2013 PAYMENT SUMMARY

First National Bank - Visa  
Authorized cardholder - Flor E. Koll  
Account ##### 8954

Closing Date	Credit Card Statement											Total Paid to Date
1/31/2013	2/28/2013	3/31/2013	4/30/2013	5/31/2013	6/30/2013	7/31/2013	8/30/2013	9/30/2013	10/31/2013	11/29/2013		
Monthly Billing	\$328.93	\$3,452.82	\$1,688.83	\$1,277.52	\$1,317.98	\$3,080.71	\$382.13	\$4,668.95	\$495.89	\$2,071.59	\$2,155.30	\$20,920.65
											<u>\$2,155.30</u>	
											Amount Approved for Payment	



Approved for Payment  
Pilar Rodriguez  
Executive Director

12/11/2013  
Date



FLOR E KOLL  
H C R M A

Account Number: ##### 8954  
Closing Date: 11/29/13  
Credit Limit: \$7,500.00  
Available Credit: \$3,273.11  
Cash Advance Limit: \$3,700.00  
Cash Advance Available: \$3,273.11



**Account Inquiries**



Customer Service: (866) 809-8409  
Lost or Stolen Card: (866) 809-8412



Please Direct Written Inquiries to:  
CUSTOMER SERVICE  
PO BOX 30495  
TAMPA, FL 33630-3495



To pay on-line:  
www.webfnb.com

**Account Summary**

Previous Balance	\$	2,071.59
Purchases	+	2,130.25
Cash	+	0.00
Special	+	0.00
Credits	-	0.00
Payments	-	0.00
Other Debits	+	0.00
Finance Charges	+	25.05
<b>NEW BALANCE</b>	<b>\$</b>	<b>4,226.89</b>

*Score*  
Card  
Bonus Points Available  
26,789

*PAY ONLY*

*\$2,155.30*

**Payment Information**



**Total Minimum Payment Due \$227.14**  
**Payment Due Date 12/25/13**

Minimum Payment	\$	127.00
Over limit / Fees	\$	37.14
Past Due Amount	\$	63.00

Mail Payments to: PLAINSCAPITAL BANK PO BOX 31021 TAMPA FL 33631-3021

**Important News**

USE YOUR SCORECARD REWARDS CREDIT CARD TO MAKE ALL ELIGIBLE PURCHASES. WATCH YOUR POINTS ADD UP FAST! VISIT WWW.SCORECARDREWARDS.COM TO VIEW OUR COMPLETE SELECTION OF 1000+ AWARDS AND REDEEM YOUR POINTS TODAY FOR BRAND-NAME MERCHANDISE LIKE BOSE, CANON, NIKON, SAMSUNG, SONY, KEURIG, DOONEY & BOURKE, AND MORE!  
OUR RECORDS INDICATE THAT A PAYMENT HAS NOT BEEN RECEIVED AS OF THIS STATEMENT DATE. THEREFORE, YOUR ACCOUNT IS CURRENTLY PAST DUE. IN ORDER TO AVOID CANCELLATION OF YOUR CREDIT CARD PLEASE PAY TOTAL MINIMUM PAYMENT DUE. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS MAY BE REFLECTED IN YOUR CREDIT REPORT.

**Account Activity Since Your Last Statement**

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
11/06	11/07	BUS003	24692163310000788357899	VZWRLSS*PRPAY AUTOPAY 888-294-6804 CA	\$ 20.00 ✓
11/07	11/10	BUS003	24692163312000762891069	SOUTHWES 5262170095882 800-435-9792 TX BURLESON/DENNIS 111313 HRL / DAL WN K DAL / HOU WN K O HOU / HRL WN K X	475.10 ✓
11/12	11/14	BUS003	24207853317160401795276	US MAIL & MORE - 2 MCALLEN TX	24.60 ✓
11/13	11/15	BUS003	24445743318100357897175	OFFICE DEPOT #161 MCALLEN TX	18.39 ✓
11/13	11/15	BUS003	24625733318281340226046	TEXAS ANM TRANSPORTATI 979-8453334 TX	225.00 ✓
11/13	11/15	BUS003	24625733318281340226053	TEXAS ANM TRANSPORTATI 979-8453334 TX	225.00 ✓
11/13	11/15	BUS003	24625733318281340226061	TEXAS ANM TRANSPORTATI 979-8453334 TX	225.00 ✓

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW 5 DAYS FOR MAIL DELIVERY 5186

PLAINSCAPITAL BANK  
PO BOX 2049  
EDINBURG TX 78540-2049



**Account Number**  
##### 8954

Check box to indicate name/address change on back of this coupon

<b>Closing Date</b>	<b>New Balance</b>	<b>Total Minimum Payment Due</b>	<b>Payment Due Date</b>
11/29/13	\$4,226.89	\$227.14	12/25/13

AMOUNT OF PAYMENT ENCLOSED

\$ 2,155.30

FLOR E KOLL  
H C R M A  
PO BOX 1766  
PHARR TX 78577-1633



17632

MAKE CHECK PAYABLE TO:

PLAINSCAPITAL BANK  
PO BOX 31021  
TAMPA FL 33631-3021

Account Activity Since Your Last Statement... Continued					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
11/13	11/15	BUS003	24625733318281340226087	TEXAS ANM TRANSPORTATI 979-8453334 TX	325.00 ✓
11/13	11/15	BUS003	24625733318281340226095	TEXAS ANM TRANSPORTATI 979-8453334 TX	325.00 ✓
11/14	11/17	BUS003	24445743319100400192581	OFFICE DEPOT #161 MCALLEN TX	85.94 ✓
11/19	11/19	BUS003	24692163323000925171299	VZWRLLS*IVR VE 800-922-0204 NJ	147.68 ✓
11/20	11/21	BUS003	24164073324741220115577	FEDEX 804377717685 800-4633339 TN	28.05 ✓
11/20	11/22	BUS003	24427333325120001039498	CORNER STORE 1541 MCALLEN TX	5.49 ✓

**ScoreCard Bonus Points Information as of 11/28/2013**

	Beginning Balance	Points Earned	Points Adjusted	Points Redeemed	Ending Balance
	24,173	2,616	0	0	26,789

**Plan Level Information**

Plan Name	Plan Description	FCM *	Previous Balance	Average Daily Balance	Periodic Rate **	Corresponding APR	Finance Charges	Fees/Finance Charge	Effective APR	Ending Balance
<b>Purchases</b>										
BUS003 001	PURCHASE - BUSINESS	G	\$2,071.59	\$3,156.20	0.02737% (D)	9.9900% (V)	\$25.05	\$0.00	9.9893%	\$4,226.89
<b>Cash</b>										
BUSCAS 001	CASH - BUSINESS	A	\$0.00	\$0.00	0.04931% (D)	18.0000%	\$0.00	\$0.00	0.0000%	\$0.00
<b>Total</b>			\$2,071.59	\$3,156.20			\$25.05	\$0.00	9.5241%	\$4,226.89

Days In Billing Cycle: 29  
 \*See last page for explanation of Finance Charge Method (FCM)  
 (V) = Variable Rate. If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.

APR = Annual Percentage Rate  
 \*\* Periodic Rate (M)=Monthly (D)=Daily

**NAME CHANGE**

Please use blue or black ink to complete form

Last

First  Middle

**ADDRESS CHANGE**

Street

City  State  ZIP Code

Home Phone (  )  -  Business Phone (  )  -

**SIGNATURE REQUIRED TO AUTHORIZE CHANGES** Signature \_\_\_\_\_

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
PAYMENT SUMMARY

L&G Engineering - SH 365 Segment 1 - FM 1016 to McColl Road  
\$5,915,101.32 \* Maximum payable fee

Maximum fee minus approved WA \$4,317,145.92

	Approved WA	5/25/2012	7/5/2012	8/1/2012	9/4/2012	10/3/2012	10/31/2012	11/30/2012	12/31/2012	1/31/2013	2/28/2013	3/31/2013	WA Total Billed	WA Balance
Amount														
WA#1	\$998,837.67	\$111,770.62	\$114,043.63	\$110,921.36	\$108,063.46	\$114,434.74	\$102,011.62	\$47,242.33	\$31,200.52	\$35,448.02	\$41,622.86	\$37,737.61	\$752,485.15	\$246,352.52
Supp#1 WA#1	\$310,893.87							\$58,549.48	\$40,718.83	\$13,102.79	\$15,462.88	\$13,220.34	\$243,065.94	\$67,827.93
	\$1,309,731.54												\$995,551.09	\$314,180.45

	Approved WA	4/30/2013	5/30/2013	6/30/2013	12/4/2013	WA Total Billed	WA Balance
Amount							
WA#1	\$998,837.67	\$43,725.40	\$44,978.07	\$63,353.20		\$904,541.82	\$94,295.85
Supp#1 WA#1	\$310,893.87	\$16,130.53	\$7,451.25	\$20,161.95		\$286,809.67	\$24,084.20
WA#2	\$288,223.86				\$27,764.14	\$27,764.14	\$260,459.72
	\$1,597,955.40				\$27,764.14	\$1,219,115.63	\$378,839.77

Amount Approved for Payment

\*Note: Maximum payable fee and WA#1 awarded and approved on April 11, 2011 in the amount of \$5,887,542.43 and \$998,837.67 respectively.  
Supp#1 to WA#1 approved October 18, 2012 to provided preliminary engineering from FM 396 to FM 1016 as part of environmental clearance in the amount of \$310,893.87.  
Maximum payable fee revised on November 21, 2012 to the amount of \$5,915,101.32 to revise project limits and DBE reporting requirements.  
WA#2 was approved November 20, 2013 to provide US IBWC bridge layouts in the amount of \$288,223.86.

  
 Approved for Payment Date 12/11/2013

Loop Account # 280003609



**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



### REQUEST FOR RECOMMENDATION ON PAYMENT

To: Dannenbaum Engineering  
Attn: Louis Jones, HCRMA Project Manager  
1109 Nolana Loop, Suite 208  
McAllen, Texas 78504

Month and Year	November 2013
Contractor	L&G Consulting Engineers Inc.
Project/WA	SH 365/Seg1/WA2
Invoice #	11324663
Amount	\$27,764.14
Date Sent	12/04/2013

Date Received	
Received by	
Recommendation:	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Disapproval
Comments (if any):	<p><i>OK to approve</i></p> <p><i>Approved for Payment</i></p> <p><i>P. J.</i></p> <p><i>12/11/2013</i></p>
<hr/> <i>[Signature]</i>	<hr/> <i>12/5/13</i>
Louis Jones, HCRMA Program Manager	Date

Please return this form via email to [fkoll@hcrma.net](mailto:fkoll@hcrma.net)

**L & G Consulting Engineers Inc**  
**2100 W. Expressway 83**  
**Mercedes, TX 78570**  
**(956)565-9813 Fax (956)565-9018**

**INVOICE#:** 11324663  
**INVOICE DATE:** 12/4/2013

**BILL TO:**  
 Hidalgo County RMA  
 118 S. Cage Blvd, 4th Floor  
 Pharr, TX 78577

**JOB:**  
 SH365/TCC - Segment #1  
 WA#2

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of November 2013.						
Task 10- SUB-Geotechnical Laboratory	188,454.32		5,007.62	5,007.62	2.7	183,446.70
FC170.01- Bridge Layouts and Detail De	57,953.01		17,618.42	17,618.42	30.4	40,334.59
FC170.01- SUB-Bridge Layouts and Deta	36,435.90		5,138.10	5,138.10	14.1	31,297.80
Direct Expenses	180.00			0.00	0.0	180.00
<b>TOTALS:</b>	<b>283,023.23</b>	<b>0.00</b>	<b>27,764.14</b>	<b>27,764.14</b>	<b>9.8</b>	<b>255,259.09</b>

ORIGINAL CONTRACT SUM	\$	283,023.23
CHANGE BY CHANGE ORDER	\$	0.00
CONTRACT SUM TO DATE	\$	283,023.23
TOTAL COMPLETED TO DATE	\$	27,764.14
LESS PREVIOUS INVOICES	\$	0.00
<b>CURRENT PAYMENT DUE</b>	\$	<b>27,764.14</b>

  
 PROJECT MANAGER'S SIGNATURE

*PRR*  
 12/11/2013  
 Loop Account #  
 280003409  
 Pay Only ↑  
 Approved:  
  
 12/5/13

December 3, 2013

Mr. Jacinto Garza, P.E.  
L&G Consulting Engineers, Inc.  
2100 W. Expressway 83  
Mercedes, Texas 78570

**RE: Bridge Layout Development for SH365 at IBWC Floodway Crossing**

Dear Mr. Garza,

Attached for your approval is our invoice #1803 for the services rendered on the subject referenced project. My staff has been working directly with your team of designers in developing the "Preliminary Bridge Layouts" for the following structures:

- SH 365 Mainlanes over SP 115 (23rd. St)
- SH 365 Off Ramp at Main Floodway & SP 115 (23rd. St)
- SH 365 On Ramp at Main Floodway & SP 115 (23rd. St)

I would also like to point out that as per our sub-consultant contract; my staff has assisted in the effort to "Manage Bridge Layout Development for SH 365 Mainlanes over Floodway" directly with your team of roadway and bridge designers.

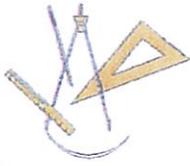
I have also attached to this submittal the 11 X 17 sheets done to date as back-up to this invoice. Please note that the bent locations are preliminary and subject to revision as we further develop these layouts.

Please advise if any additional documentation is required to process this invoice and should you have any questions regarding this submittal, please do not hesitate to call me at (956) 618-0624.

Sincerely,



Nicholas Muñoz  
Vice President



# L & G Engineering Laboratory, LLC Invoice

2100 W. Expressway 83  
 Mercedes, Texas 78570  
 (956) 565-0760 • Fax (956) 565-6746

Date	11/27/2013
Invoice #	7885

<b>Bill To</b>
L&G Engineering 2100 W. Exp 83 Mercedes, Tx 78570

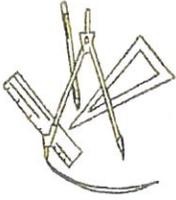
<b>Ship To</b>
SH 365 Floodway Bridge & Levee WA #2 Geotechnical Engineering Services

<b>Job #</b>	<b>Due Date</b>
GL13029	12/10/2013

Item	Description	Contract Amt	Prior Amt	Curr %	Total %	Amount
10208	Foundation Studies	75,038.92		5.73%	5.73%	4,298.48
10209	Foundation Mtls. Testing	113,415.40		0.63%	0.63%	709.14

<b>Total</b>	\$5,007.62
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$5,007.62

Highway / Civil • Structural / Bridge • Environmental • Construction Material Testing



December 4, 2013

Mr. Pilar Rodriguez, P.E. – Executive Director HCRMA  
**Attn: Mr. Louis Jones, P.E. – Program Manager HCRMA**  
 Hidalgo County Regional Mobility Authority  
 118 S. Cage Blvd., 4<sup>th</sup> Floor  
 Pharr, Texas 78577

**RE: Work Authorization #2 on SH365 Segment #1 (Floodway) - Invoice #11324663**

Dear Mr. Jones,

Attached for your review and approval is our invoice for the services rendered during the month of October 2013 on the subject referenced project. The below referenced work product deliverables have been electronically uploaded to the PM’s FTP site in a folder named “L&G Upload 12-4-13”.

The following is attached:

- L & G's Invoice #11324663
- CD w/ Electronic Files of:
  - **(1) – L&G Engineering (L&G) – (Prime Consultant)**
    - Progress Report & Invoice #11324663
    - FC170.01 – Prelim. Bridge Layouts & Typical Sections (Floodway Mainlanes Phase I & Ultimate)
  - **(2) - SUB – B2Z Engineering, LLC (B2Z)**
    - Progress Report & Invoice #1803
    - FC170.01 – Prelim. Bridge Layouts & Typical Sections (Floodway Mainlanes 23<sup>rd</sup> St. & Ramps) (Typical Sections for Ramps Only this Period)
  - **(3) - SUB – L&G Engineering Laboratory, LLC (L&G Lab)**
    - Progress Report & Invoice #7885
    - Task 10 – Geotechnical Field, Lab & Eng (Boring Log Locations Exhibit)

TASK		% COMPL
(1) – FC 170.01 (Sub-Task 170.01.01) – Brg. Layouts (ML)	L&G	30.4%
<p><b>Updated</b> – Based on field survey, the centerline alignment of SH 365 has been finalized and used for developing the EB &amp; WB ML Bridge Layouts (Phase I &amp; Ultimate Config.). Additionally, preliminary Bridge Design work has been done to establish span configurations, bent locations, and column sizes for the development of the Bridge Layouts. The WBML Bridge Layouts have been developed to accommodate two-way traffic to be constructed in Phase I. The EBML Bridge Layouts have been developed to accommodate one-way traffic to be constructed in Ultimate. Generalized Typical Sections have been developed. Close coordination with the sub consultant (B2Z Engineering) developing the 23<sup>rd</sup> St. Overpass (end section of Floodway ML Bridge) and 23<sup>rd</sup> St. Ramps is ongoing to verify connection to the ML Bridges.</p>		

(2) – FC 170.01 (Sub-Task 170.01.01) –Brg. Layouts (ML-23 <sup>rd</sup> , Ramps) (SUB)	B2Z	14.1%	
<b>Updated</b> – See Progress Report & Invoice #1803 from B2Z for a detailed explanation of the work that has been completed by the Sub-Consultant during this billing period.			✓
(3) – Special Services – Task 10 – Geotechnical Laboratory Tests (SUB)	L&G Lab	2.7%	
<b>Updated</b> – See Progress Report & Invoice #7885 from L&G Lab for a detailed explanation of the work that has been completed by the Sub-Consultant during this billing period.			✓

Should you have any questions regarding this submittal or would like clarification on any aspect of the project, please do not hesitate to call me at (956) 585-1909.

Sincerely,



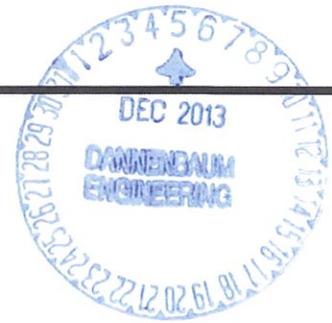
Behrooz Badiozzamani, P.E.  
 Executive VP / Project Manager  
 L&G Engineering

## Analy Diaz

---

**From:** Flor Koll <fkoll@hcrma.net>  
**Sent:** Wednesday, December 04, 2013 4:37 PM  
**To:** Louis Jones; Eric Davila  
**Cc:** Analy Diaz; Cynthia Luera  
**Subject:** HCRMA Invoicing - L&G 11324663  
**Attachments:** L&G 11324663 Payment Recommendation Form.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged



Louis,

Please review and reply. L&G has uploaded the back up to the PM's FTP site in a folder named "L&G Upload 12-4-13"

Thanks,  
Flor

SENT VIA -- GW1.PHARR-TX.GOV -- CITY OF PHARR, TEXAS

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
PAYMENT SUMMARY

S&B Infrastructure - SH 365 Segment 2 - McColl Road to US 281/Military Highway  
\$4,363,952.51 Maximum payable fee

Maximum fee minus approved WA \$3,476,665.00

Invoice Date	WA Total Billed	WA Balance
8/29/2012	\$167,442.06	\$74,917.69
10/3/2012	\$74,917.69	\$108,098.03
12/6/2012	\$108,098.03	\$88,228.68
1/29/2013	\$88,228.68	\$47,434.99
3/19/2013	\$47,434.99	\$173,602.23
6/27/2013	\$35,770.27	\$5,505.39
8/16/2013	\$5,505.39	\$119,098.66
11/26/2013	\$119,098.66	\$119,098.66
	\$820,098.00	\$67,189.51

Amount Approved for Payment

*1212*

Approved for Payment

*12/11/2013*

Date

Loop Account # 280003609

Prepared by:  
P. Rodriguez, PE  
Tx PE #85,567  
12/11/2013



**HCRMA**  
 HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



**REQUEST FOR RECOMMENDATION ON PAYMENT**

To: Dannenbaum Engineering  
 Attn: Louis Jones, HCRMA Project Manager  
 1109 Nolana Loop, Suite 208  
 McAllen, Texas 78504

Month and Year	8/11/13-11/16/13
Contractor	S&B Infrastructure
Project/WA	SH365/Seg 2 /WA1
Invoice #	U1695.100-09
Amount	\$119,098.66
Date Sent	12/04/2013

Date Received	
Received by	
Recommendation:	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Disapproval
Comments (if any):	<p style="text-align: right;"> <i>Approved For            Payment            P. J. R            12/11/2013</i> </p>
<p style="text-align: center;"><i>[Signature]</i></p>	<p style="text-align: center;"><i>[Signature]</i></p>
Louis Jones, HCRMA Program Manager	Date <i>12/5/13</i>

Please return this form via email to [fkoll@hcrma.net](mailto:fkoll@hcrma.net)



**INVOICE**

November 26, 2013

**Regional Mobility Authority**

Hidalgo County RMA  
 PO Box 1766  
 Pharr, TX 78577

Attention: Flor E. Koll

Project Description: SH365/TCC Modified Segment 2

**WORK AUTHORIZATION NO. 1 AMOUNT: \$887,287.51 TYPE: LS**

Invoice No.: U1695.100-09

Invoice Period: 08/11/13 through 11/16/13

FUNCTION CODE	AUTHORIZED LIMIT	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT THIS INVOICE
<b>PS&amp;E</b>					
110	251,248.08	90.58%	227,586.38	219,522.13	8,064.25
120	25,675.44	100.00%	25,675.44	25,675.44	-
130	133,030.69	100.00%	133,030.69	104,602.45	28,428.24
161	377,193.88	93.67%	353,330.46	285,415.86	67,914.60
162	10,260.43	100.00%	10,260.43	9,234.39	1,026.04
163	17,419.93	93.50%	16,287.53	11,148.34	5,139.19
164	72,459.06	74.42%	53,927.07	45,400.73	8,526.34
	<u>887,287.51</u>		<u>820,098.00</u>	<u>700,999.34</u>	<u>119,098.66</u>

AMOUNT DUE THIS INVOICE:

**\$ 119,098.66**

*RR*  
 12/11/2013  
 Loop Account #  
 280003409

Pay Only ↑

*Approved by*

12/5/13



*I hereby certify that the attached invoice is true and correct, and that all services indicated have been provided.*

S & B INFRASTRUCTURE, LTD.

A handwritten signature in black ink that reads 'Daniel O. Rios'. The signature is fluid and cursive, with a small star-like mark above the 'i' in 'Rios'.

Daniel O. Rios, P.E., Senior Vice President  
Project Manager

IN ACCORDANCE WITH OUR CONTRACT,  
PLEASE REMIT: **\$119,098.66**

S & B INFRASTRUCTURE, LTD.  
JP MORGAN CHASE BANK  
ABA/ROUTING NUMBER 111000614  
BANK ACCOUNT # 22900007104

Payment Due: December 26, 2013



FUNCTION CODE	DESCRIPTION from Exhibit "B"	FIRM	PERCENT COMPLETE	ESTIMATED FEE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
	Bridge Modeling within Floodway	S&B	100%	\$85,508.68	\$85,508.68	\$64,131.51	\$21,377.17
	Hydraulic Reports (Floodway and Levee Relocation)	S&B	100%	\$13,955.92	\$13,955.92	\$8,373.55	\$5,582.37
	IBWC Coordination	S&B	50%	\$18,968.56	\$9,483.28	\$0.00	\$9,483.28
	Sub Total (F.C. 161) Labor			\$377,193.88	\$353,330.46	\$285,415.86	\$67,914.80
162	<b>SIGNING, MARKINGS AND SIGNALIZATION</b>						
	Signling Layouts	S&B	100%	\$10,260.43	\$10,260.43	\$9,234.39	\$1,026.04
	Sub Total (F.C. 162) Labor			\$10,260.43	\$10,260.43	\$9,234.39	\$1,026.04
163	<b>MISCELLANEOUS ROADWAY</b>						
	Traffic Control Plan	S&B	100%	\$6,095.93	\$6,095.93	\$5,486.34	\$609.59
	Estimates for Utilities	S&B	90%	\$11,324.00	\$10,191.60	\$5,662.00	\$4,529.60
	Sub Total (F.C. 163) Labor			\$17,419.93	\$16,287.53	\$11,148.34	\$5,139.19
164	<b>GENERAL COORDINATION</b>						
	Project Manager (Proj Coord)(3 HRS/WK)	S&B	95%	\$10,688.56	\$10,154.13	\$9,016.42	\$2,137.71
	Project Manager Weekly Meeting (Proj. Rpts)	S&B	95%	\$3,485.40	\$3,311.13	\$2,614.05	\$697.08
	Proj. Meetings (30% & 100% Submittals)	S&B	95%	\$1,887.90	\$1,793.51	\$755.16	\$1,038.35
	Project Meetings and Monthly Coordination	S&B	95%	\$10,488.00	\$9,981.70	\$7,884.50	\$2,097.20
	Prepare Proj. Meetings Notes	S&B	95%	\$1,483.92	\$1,390.72	\$1,097.94	\$292.78
	Project Secretary/CLERICAL (2 hrs/week)	S&B	95%	\$11,316.08	\$10,750.28	\$8,487.06	\$2,263.22
	Sub Total (F.C. 164) Labor			\$39,327.86	\$37,361.47	\$28,835.13	\$8,526.34
	Total (F.C. 110-170) Labor			\$854,156.31	\$803,532.40	\$684,433.74	\$119,098.66
	<b>NON LABOR</b>						
	FedEx Courier	(n)	95%	\$680.00			
	Schematic Plots for Submittal	(n)	95%	\$3,000.00			
	Reimbursable Expenses	DOS	100%	\$9,000.00			
	Reimbursable Expenses	UCE	100%	\$1,300.00			
	Schematic for Public Meeting	(n)	100%	\$5,000.00			
	Outside Reproduction Reports	(n)	75%	\$2,500.00			
	Newspaper Advertisements for Bidding	(n)		\$0.00			
	Posting of Bidding Documents on Website	(n)		\$0.00			
	Paper Copies of 30% and 100% Submittals	(n)		\$0.00			
	Mylar Plots Outside reproduction (Plan Sets)	(n)		\$0.00			
	Travel-Mileage	S & B	100%	\$408.00			
	Travel to District & RMA Office-Mileage	(n)	100%	\$163.20			
	Travel-Lodging	(n)		\$1,200.00			
	Travel-Meals	(n)		\$0.00			
	Travel -Airfare 4 trips to El Paso	(n)		\$9,000.00			
	Travel-Rental Vehicle	(n)		\$900.00			
	Sub Total (F.C. 164) Non-Labor		50%	\$33,131.20	\$16,565.60	\$16,565.60	\$0.00
	<b>PROJECT TOTAL</b>			\$887,287.51	\$820,098.00	\$700,999.34	\$119,098.66



**Analy Diaz**

---

**From:** Flor Koll <fkoll@hcrma.net>  
**Sent:** Wednesday, December 04, 2013 10:18 AM  
**To:** Louis Jones; Eric Davila  
**Cc:** Analy Diaz; Cynthia Luera  
**Subject:** HCRMA Vendor Invoicing - S&B U1695.100-09  
**Attachments:** S&B U1695.100-09 Payment Recommendation Form.pdf

Louis,

Please review and reply. There was no back up with the invoice.

Thank you,

**FLOR E. KOLL**

Program Administrator  
118 S. Cage Blvd., 4<sup>th</sup> Floor  
P.O. Box 1766  
Pharr, Texas 78577  
Office: (956) 402-4762  
Fax – same as office  
Mobile: (956) 310-3766  
[www.hcrma.net](http://www.hcrma.net)



SENT VIA -- GW1.PHARR-TX.GOV -- CITY OF PHARR, TEXAS

*Gus, ched*

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
PAYMENT SUMMARY

TEDSI - SH 365 Segment 3  
\$1,430,733.00 Maximum payable fee

Maximum fee minus approved WA \$541,258.80

	8/23/2012	9/28/2012	10/19/2012	11/20/2012	12/13/2012	1/22/2013	2/27/2013	4/29/2013	5/14/2013	5/21/2013	6/24/2013	WA Total Billed	WA Balance
Approved WA Amount	\$28,547.01	\$28,547.01	\$14,273.51	\$14,273.51	\$21,516.26	\$14,273.50	\$14,167.51	\$3,621.37	\$25,928.27	\$3,515.38	\$100,378.38	\$142,735.06	\$0.00
WA#1												\$142,735.06	\$0.00
WA#2												\$126,306.65	\$620,432.49
	\$889,474.20												

MISSING 9/2013  
\$110,509.41

	7/16/2013	8/22/2013	10/23/2013	11/20/2013
Approved WA Amount	\$49,490.95	\$82,874.44	\$64,971.42	\$64,283.98
WA#1				
WA#2				
	\$889,474.20			

Amount Approved for Payment  
\$129,255.40

\$142,735.06  
\$387,927.44  
\$530,662.50  
+ 110,509.41  
641,171.91

641,171.91

Approved for Payment 12/11/2013  
Date

Loop Account # 280003609

Total Billed  
WA1 142,735.06  
WA2 498,436.85  
641,171.91



**HCRMA**  
 HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



REQUEST FOR RECOMMENDATION ON PAYMENT

To: Dannenbaum Engineering  
 Attn: Louis Jones, HCRMA Project Manager  
 1109 Nolana Loop, Suite 208  
 McAllen, Texas 78504

Month and Year	September 2013 and October 2013	
Contractor	Tedsi Infrastructure Group	
Project/WA	SH365/Seg 3/WA2	
Invoice #	20131689 and 20131717	
Amount	\$129,255.40 ✓	64,971.42 64,283.98
Date Sent	12/04/2013	

64,971.42  
 64,283.98  
 -----  
 \$ 129,255.40

Date Received	
Received by	
Recommendation:	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Disapproval
Comments (if any):	<p>Inclusion Approval for invoice No. 2012-1115-02 (#20131689) dated Oct. 23, 2013 for \$ 64,971.42 and Current invoice No. 2012-1115-02 (#20131717) dated Nov. 20, 2013 for \$ 64,283.98 for \$ 129,255.40</p> <p><i>[Signature]</i></p> <p>Date 12/5/13</p>
Louis Jones, HCRMA Program Manager	Date

Please return this form via email to [fkoll@hcrma.net](mailto:fkoll@hcrma.net)

Approved for  
 Payment  
 12/11/2013



**TEDSI INFRASTRUCTURE GROUP**

*Consulting Engineers*  
 1201 East Expressway 83 • Mission, Texas 78572  
 Tel: (956) 424-7898  
 Fax: (956) 424-7022

November 20, 2013  
 Project No: 2012-1115-02  
 Invoice No: 20131717

Mr. Pilar Rodriguez  
 Hidalgo County Regional Mobility Authority  
 P. O. Box 1766  
 Pharr, TX 78577

Project 2012-1115-02 HCRMA SH 365 Segment 3 at US 281 Military Highway - W.A. No. 2

**Work Authorization No. 2 to Professional Engineering Services Agreement  
 SH 365 Segment 0033 at US 281 Military Highway**

**Professional Services from October 01, 2013 to October 31, 2013**  
**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
FC 110 Route & Design Studies (TEDSI)	152,759.93	95.00	145,121.93	137,483.94	7,637.99
FC 120 Env and Public Involve (TEDSI)	25,167.82	10.00	2,516.78	1,258.39	1,258.39
FC 130 ROW and Utility (TEDSI)	55,749.12	85.00	47,386.75	30,662.02	16,724.73
FC 150 Design Survey (TEDSI)	7,179.56	95.0149	6,821.65	6,103.70	717.95
FC 161 H & H (TEDSI)	4,536.48	85.00	3,856.01	3,402.36	453.65
FC 162 Signing and Pavement Marking	14,671.34	100.00	14,671.34	13,204.94	1,466.40
FC 162 Traffic Signal Warrants (TEDSI)	130,303.70	29.9997	39,090.72	39,090.72	0.00
FC 163 Miscellaneous Roadway (TEDSI)	24,410.24	100.00	24,410.24	21,969.22	2,441.02
FC 163 Illumination Warrants (TEDSI)	103,786.94	50.0003	51,893.78	51,893.78	0.00
FC 170 Bridge (TEDSI)	1,512.16	100.00	1,512.16	1,058.51	453.65
FC 110 Route and Design Studies (L&G)	49,835.40	88.0399	43,875.04	22,164.54	21,710.50
FC 130 ROW and Utility (G&M)	40,766.88	0.00	0.00	0.00	0.00
FC 150 Design Survey (G&M)	65,355.86	84.9982	55,551.30	55,551.30	0.00
FC 161 H & H (Cortran)	59,830.37	85.00	50,855.81	44,872.78	5,983.03
FC 170 Bridge (Unintech)	10,873.34	100.00	10,873.34	5,436.67	5,436.67
Total Fee	746,739.14		498,436.85	434,152.87	64,283.98
			<b>Total Fee</b>		<b>64,283.98</b>

Pay Only

*PR*  
 12/11/2013

*Approved: [Signature]*

hoop Account #  
 280003409

12/15/13

Project	2012-1115-02	SH 365 Segment 3 @ US 281	Invoice	20131717
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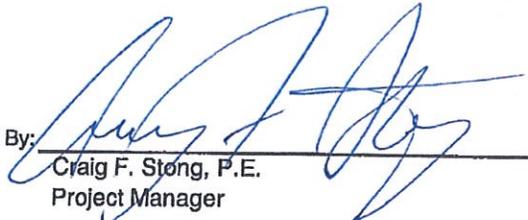
Billing Summary	Current	Prior	To-Date
Total Billings	64,283.98	434,152.87	498,436.85
Total Fee			746,739.14
Remaining Fee			248,302.29
		<b>Total this Invoice</b>	<b><u>\$64,283.98</u></b>

**Outstanding Invoices**

Number	Date	Balance	
20131689	10/24/2013	64,971.42	<i>— NOT PAID, NEVER RECEIVED FEK</i>
<b>Total</b>		<b>64,971.42</b>	
		<b>Total Now Due</b>	<b>\$129,255.40</b>

**PLEASE REMIT PAYMENT TO:**  
**TEDSI Infrastructure Group, Inc.**  
**738 Highway 6 South, Suite 430**  
**Houston, Texas 77079**

Authorized By:



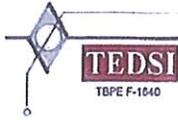
Craig F. Stong, P.E.  
 Project Manager

Date:

11/20/13

 <b>TEDSI INFRASTRUCTURE GROUP</b> <i>Consulting Engineers</i> 1201 E. Expressway 83 + Mission, Texas 78572 (956) 424-7898		<h1>Project Progress Report</h1>	
<b>TO:</b> Hidalgo County Regional Mobility Authority		<b>DATE:</b> Nov 20, 2013	
<b>FROM:</b> Mr. Craig F. Stong, P.E., Project Manager		<b>TEDSI PROJECT NO.:</b> 2012-1115-02	
<b>REFERENCE:</b> SH 365 Segment 3 at US 281 Military Highway			
Progress Report for Invoice No. 20131717, October 1 to October 31, 2013			

1. Submittal to PMC of schematic for interim review
2. Received comments from PMC and addressed and re-submitted schematic
3. Continued utility coordination
4. Review of survey information and management of survey subconsultant
5. Continued work on drainage information and management of drainage subconsultant
6. Continued work on signing and pavement markings
7. Continued work on geotechnical investigation and management of subconsultant
8. Finalized work on bridge layouts and management of subconsultant.



**TEDSI INFRASTRUCTURE GROUP**

*Consulting Engineers*  
 1201 East Expressway 83 # Mission, Texas 78572  
 Tel: (956) 424-7898  
 Fax: (956) 424-7022

October 23, 2013  
 Project No: 2012-1115-02  
 Invoice No: 20131689

Ms. Pilar Rodriguez  
 Hidalgo County Regional Mobility Authority  
 P. O. Box 1766  
 Pharr, TX 78577

Project 2012-1115-02 HCRMA SH 365 Segment 3 at US 281 Military Highway - W.A. No. 2

**Work Authorization No. 2 to Professional Engineering Services Agreement  
 SH 365 Segment 0033 at US 281 Military Highway**

Professional Services from September 01, 2013 to September 30, 2013

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
FC 110 Route & Design Studies (TEDSI)	152,759.93	90.00	137,483.94	129,845.94	7,638.00 ✓
FC 120 Env and Public Involv (TEDSI)	25,167.82	5.00	1,258.39	1,258.39	0.00 ✓
FC 130 ROW and Utility (TEDSI)	55,749.12	55.00	30,662.02	22,299.65	8,362.37 ✓
FC 150 Design Survey (TEDSI)	7,179.56	85.01	6,103.70	5,026.76	1,076.94 ✓
FC 161 H & H (TEDSI)	4,536.48	75.00	3,402.36	2,948.71	453.65 ✓
FC 162 Signing and Pavement Marking	14,671.34	90.00	13,204.94	11,737.81	1,467.13 ✓
→ FC 162 Traffic Signal Warrants (TEDSI)	130,303.70	30.00	39,090.72	39,090.72	0.00 ✓
FC 163 Miscellaneous Roadway (TEDSI)	24,410.24	90.00	21,969.22	19,528.19	2,441.03 ✓
FC 163 Illumination Warrants (TEDSI)	103,786.94	50.00	51,893.78	51,893.78	0.00 ✓
FC 170 Bridge (TEDSI)	1,512.16	70.00	1,058.51	907.30	151.21 ✓
FC 110 Route and Design Studies (L&G)	49,835.40	44.48	22,164.54	0.00	22,164.54 ✓
FC 130 ROW and Utility (G&M)	40,766.88	0.00	0.00	0.00	0.00 ✓
FC 150 Design Survey (G&M)	65,355.86	85.00	55,551.30	45,754.46	9,796.84 ✓
FC 161 H & H (Cortran)	59,830.37	75.00	44,872.78	38,889.74	5,983.04 ✓
FC 170 Bridge (Unintech)	10,873.34	50.00	5,436.67	0.00	5,436.67 ✓
<b>Total Fee</b>	<b>746,739.14</b>		<b>434,152.87</b>	<b>369,181.45</b>	<b>64,971.42</b>

✓ Pay Only

Total Fee

64,971.42

P. R.  
 12/11/2013  
 Loop Account #  
 280003609

Approved: [Signature]  
 12/13/13

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Project	2012-1115-02	SH 365 Segment 3 @ US 281	Invoice	20131689
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Billing Summary	Current	Prior	To-Date	
Total Billings	64,971.42	369,181.45	434,152.87	
Total Fee			746,739.14	
Remaining Fee			312,586.27	
		<b>Total this Invoice</b>		<b>\$64,971.42</b>

**PLEASE REMIT PAYMENT TO:**  
TEDSI Infrastructure Group, Inc.  
738 Highway 6 South, Suite 430  
Houston, Texas 77079

Authorized By:  Date: 10-23-13  
*for:* Craig F. Stong, P.E.  
Project Manager

 <b>TEDSI INFRASTRUCTURE GROUP</b> <i>Consulting Engineers</i> <b>TEDSI</b> 1201 E. Expressway 83 • Mission, Texas 78572 (956) 424-7898	<h1>Project Progress Report</h1>
<b>TO:</b> Hidalgo County Regional Mobility Authority	<b>DATE:</b> Oct 23, 2013
<b>FROM:</b> Mr. Craig F. Stong, P.E., Project Manager	<b>TEDSI PROJECT NO.:</b> 2012-1115-02
<b>REFERENCE:</b> SH 365 Segment 3 at US 281 Military Highway	
Progress Report for Invoice No. 20131717, September 1 to September 31, 2013	

1. Development of final schematic for internal review
2. Continued utility coordination
3. Review of survey information and management of survey subconsultant
4. Continued work on drainage information and management of drainage subconsultant
5. Continued work on signing and pavement markings
6. Continued work on geotechnical investigation and management of subconsultant
7. Continued work on bridge layouts and management of subconsultant.

## Analy Diaz

---

**From:** Flor Koll <fkoll@hcrma.net>  
**Sent:** Wednesday, December 04, 2013 10:47 AM  
**To:** Louis Jones; Eric Davila  
**Cc:** Analy Diaz; Cynthia Luera  
**Subject:** HCRMA Vendor Invoicing - Teds 20131717 & 20131689  
**Attachments:** Teds 20131717 & 20131689 Payment Recommendation Form.pdf

Louis,

Please review and reply with recommendation. No back up was received with this invoice.

Thank you,

**FLOR E. KOLL**

Program Administrator  
118 S. Cage Blvd., 4<sup>th</sup> Floor  
P.O. Box 1766  
Pharr, Texas 78577  
Office: (956) 402-4762  
Fax – same as office  
Mobile: (956) 310-3766  
[www.hcrma.net](http://www.hcrma.net)



SENT VIA -- GW1.PHARR-TX.GOV -- CITY OF PHARR, TEXAS

## Cynthia Luera

---

**From:** Flor Koll <fkoll@hcrma.net>  
**Sent:** Wednesday, December 04, 2013 4:09 PM  
**To:** Louis Jones; Eric Davila  
**Cc:** Analy Diaz; Cynthia Luera  
**Subject:** HCRMA Invoicing - Tedsi 20131689  
**Attachments:** Tedsi 20131689.pdf

This invoice is included in the previous invoice. I am sending it for review purposes only.

No backup was received with this invoice.

Thanks,  
Flor

SENT VIA -- GW1.PHARR-TX.GOV -- CITY OF PHARR, TEXAS



**HCRMA**  
 HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



**REQUEST FOR RECOMMENDATION ON PAYMENT**

To: Dannenbaum Engineering  
 Attn: Louis Jones, HCRMA Project Manager  
 1109 Nolana Loop, Suite 208  
 McAllen, Texas 78504

Month and Year	September 2 - November 3, 2013
Contractor	Atkins
Project/WA	SH 365
Invoice #	1180972
Amount	\$27,643.75
Date Sent	12/05/2013

Date Received	
Received by	
Recommendation:	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Disapproval
Comments (if any):	<p><i>OK to approve</i></p> <p><i>Approved for Payment</i></p> <p><i>12-12</i></p> <p><i>12/11/2013</i></p> <p><i>12/5/13</i></p>
 Louis Jones, HCRMA Program Manager	Date

Please return this form via email to [fkoll@hcrma.net](mailto:fkoll@hcrma.net)



Atkins North America, Inc.  
6504 Bridge Point Parkway, Suite 200  
Austin, Texas 78730  
Telephone: +1.512.327.6840  
Fax: +1.512.327.2453  
[www.atkinsglobal.com/northamerica](http://www.atkinsglobal.com/northamerica)

November 13, 2013

Ms. Flor Koll  
Hidalgo County Regional Mobility Authority (HCRMA)  
P.O. Box 1766  
Pharr, Texas 78577  
VIA EMAIL: [fkoll@hcrma.net](mailto:fkoll@hcrma.net)

RE: **October 2013 Invoice**  
State Highway 365 (SH 365)

(Project No. 100020726)

Dear Ms. Koll:

As you are aware, Supplemental Agreement 03 in the amount of \$217,983 was executed on 10/22/13; the new contract amount for SH 365 is \$752,075.83.

Enclosed please find the invoice and progress report for work completed for the period 09/02/2013 through 11/03/2013. The total amount due for this period is **\$27,643.75**.

If you have any questions or need additional information, please contact me directly at (512) 342-3332.

Sincerely,

Sharon Becca  
Project Manager

Enclosures

cc: Larry Cox (Cox McLain)  
Project File

  
  
12/5/13



## PROGRESS REPORT

**To** Flor Koll (HCRMA)  
**From** Sharon Becca  
**Date** November 13, 2013  
**Project** State Highway 365 (SH 365) [Atkins Project No: 100020726]  
**Reference** Environmental Progress Report (For Period: 9/2/2013 – 11/3/2013)

Task	Description	Progress Report
1.0	Project Management & Administration	<ul style="list-style-type: none"> <li>• Coordination with HCRMA's PMC and TxDOT</li> <li>• Project coordination (biweekly telecons)</li> <li>• Monthly invoicing</li> <li>• Coordination related to 9/16/13 alignment revisions</li> </ul>
2.0	Agency Coordination & Public Involvement	<ul style="list-style-type: none"> <li>• No action</li> </ul>
3.0	Right of Entry	<ul style="list-style-type: none"> <li>• ROE coordination</li> </ul>
4.0	<b>Environmental Classification Letter</b>	<b>Task complete</b>
5.0	Environmental Document	<ul style="list-style-type: none"> <li>• 9/16/13 Alignment modification coordination</li> <li>• Prepared draft letter in response to TPWD comments on Biological Evaluation</li> <li>• Revised Draft EA per District's comments received on 10/15/13</li> </ul>
6.0	Section 404 Delineation	<ul style="list-style-type: none"> <li>• Section 404 coordination related to 9/16/13 alignment</li> <li>• Section 404 coordination related to USACE Areas of Interest</li> </ul>
7.0	Cultural Resources	
7.01	Archaeology	<ul style="list-style-type: none"> <li>• Archaeological work plan coordination related to THC's recommendation for additional trenching</li> <li>• Revised research design per 9/16/13 alignment</li> </ul>
7.02	Historic Resources	<ul style="list-style-type: none"> <li>• Historic Resources coordination related to 9/16/13 alignment</li> </ul>
8.0	<b>IBWC Permit</b>	<b>No associated budget</b>
9.0	Section 4(f) Evaluation	<ul style="list-style-type: none"> <li>• No action</li> </ul>
10.0	Archaeology Survey Reports	<ul style="list-style-type: none"> <li>• Response to Archaeological survey report comments</li> <li>• Archaeological survey coordination related to 9/16/13 revised alignment</li> </ul>
15.0	Expenses	<ul style="list-style-type: none"> <li>• Expenses accrued this period</li> </ul>
16.0	Subconsultant (CMEC)	<ul style="list-style-type: none"> <li>• No action</li> </ul>

# ATKINS

Hidalgo County RMA  
Attn: Flor Koll  
P.O. Box 1766  
Pharr, TX 78577

Invoice Date: November 13, 2013  
Project #: 100020726  
Invoice #: 1180972

Project Description : HCRMA SH 365  
Invoice Comments:  
Invoicing Period : September 02, 2013 to November 03, 2013

**Basic Services**  
Lump Sum

**Current**  
27,643.75

**Total Invoice**

27,643.75

**Total Due this Invoice**

USD 27,643.75

Contract Amount : 752,075.83  
Previous Billed: 405,474.90  
Billed to Date 433,118.65  
Contract Balance : 318,957.18

*P. R.*

*12/11/2013*

*Loop Account #*

*28 000 3609*

Remit to:  
Atkins North America, Inc  
PO Box 848176  
Dallas, TX 75284-8176  
Tax ID: 59-0896138

Wire Payments: Routing No. 026009593, Acct No 005481516927  
ACH EFT Payments: ABA Routing 063100277, Acct No 005481516927

Hidalgo County RIMA  
SH 365/ENV Services726

Project Number 100020726  
Invoice Number 1180972  
Date 13-NOV-13

Task Number	Task Name	Contract Fee	Percent Complete	Total Earned	Previous Earned	Current Billing
01	Project Management &	109,426.44	79.53	87,026.85	81,905.77	5,121.08
02	Agency Coord & Publi	23,955.30	36.31	8,698.17	8,698.17	
03	Right of Entry	18,173.36	54.12	9,835.51	8,934.34	901.17
04	ENV Classification	16,636.75	92.45	15,380.68	15,235.64	145.04
05	ENV Document	128,692.17	81.15	104,438.20	94,173.30	10,264.90
06	Section 404 Delineat	53,424.09	59.52	31,796.08	31,527.27	268.81
07	Cultural Resources	255,690.49	43.93	112,322.75	102,230.68	10,092.07
08	IBWC Permit					
09	Section 4(f) Evaluat	14,696.53	42.99	6,317.32	6,317.32	
10	Archaeology Survey R	21,186.91	80.08	16,965.69	16,145.23	820.46
15	Expenses	82,128.65	18.36	15,078.82	15,048.60	30.22
16	Subconsultant	28,065.14	90	25,258.58	25,258.58	
<b>TOTAL</b>		<b>752,075.83</b>		<b>433,118.65</b>	<b>405,474.90</b>	<b>27,643.75</b>



**Analy Diaz**

---

**From:** Flor Koll <fkoll@hcrma.net>  
**Sent:** Thursday, December 05, 2013 1:05 PM  
**To:** Louis Jones; Eric Davila  
**Cc:** Analy Diaz; Cynthia Luera  
**Subject:** HCRMA Invoicing - Atkins 1180972  
**Attachments:** Atkins 1180972 Payment Recommendation Form.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Louis,

Please review and reply.

Thank you,  
Flor

SENT VIA -- GW1.PHARR-TX.GOV -- CITY OF PHARR, TEXAS

Law Office of Daniel G. Rios

Invoice submitted to:

Hidalgo County Regional Mobility Authority  
c/o Dennis Burleson  
510 S. Pleasantview Dr.  
Weslaco, TX 78596

December 11, 2013

In Reference To: HCRMA PROJECT  
Invoice #10538

Professional Services	Hrs/Rate	Amount
For professional services rendered	29.00	\$7,250.00
Previous balance		\$7,425.00
Accounts receivable transactions 9/20/2013 Payment - Thank You No. 10496		(\$7,425.00)
Total payments and adjustments		(\$7,425.00)
Balance due		\$7,250.00

**SMITH TROSTLE & HUERTA LLP**

ATTORNEYS AT LAW

*J. Kay Trostle*  
512-494-9500 ext. 105

December 4, 2013

Mr. Pilar Rodriguez, PE  
Hidalgo County Regional Mobility Authority  
118 S. Cage Blvd., 4<sup>th</sup> Floor  
Pharr, Texas 78577

RE: Statement of Legal Services

Dear Mr. Rodriguez,

Attached is an invoice for professional services rendered for the billing period of November 1, 2013 through November 30, 2013. Please feel free to contact me with any questions or concerns.

Sincerely,

  
J. Kay Trostle

*Approved*  
  
12/11/2013

**Amount Due For This Billing Period**

\$27,878.02

Amount

Total current fees and expenses

\$27,878.02

Previous balance

\$13,410.21

**Accounts receivable transactions**

11/25/2013 Payment - Thank You No. 10509

(\$13,410.21)

Total payments and adjustments

(\$13,410.21)

**Total Balance Due**

\$27,878.02

**Payments received after the last day of the month will be reflected on your next statement period.  
Please make checks payable to Smith Trostle & Huerta LLP.**

Bracewell & Giuliani LLP  
ATTORNEYS AT LAW

P. O. Box 848566  
Dallas, TX 75284-8566  
713 223-2300  
TAX ID 74-1024827

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**Remittance Page**

December 5, 2013  
035858  
INVOICE NO: 21566158.2  
04996

Client: Hidalgo County Regional Mobility Authority HCRMA  
Matter: General Counsel - Projects  
Matter No: 035858.000005

Billing Summary

<b>Balance Forward</b>	<b>\$ 2,493.75</b>
Payments/Credits Since Previous Invoice	\$ (2,208.75)
<b>Matter Balance Brought Forward</b>	<b>\$ 285.00</b>
Total Current Billing for this Matter	\$ 4,448.12
<b>Please Remit Total Balance Due</b>	<b>\$ 4,733.12</b>

**Please Return this Remittance Page with Your Payment**

WIRE TRANSFER INFORMATION

Wire to: Bank of America, 901 Main Street, Dallas, Texas  
Name on Account: Bracewell & Giuliani LLP  
Bank Account No: 001390004197  
ABA Number (For **Wire Transfers Only**): 026009593; (For **ACH'S Only**): 111000025  
*For International Wires Also Include:*  
Swift Code (**U.S. Funds**): **BOFAUS3N**; Swift Code (**Foreign Funds**): **BOFAUS6S**  
Please include the invoice number as a reference when sending the wire.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
PAYMENT SUMMARY

Dannenbaum Engineering - Program Management  
\$5,000,000 Maximum payable fee

Maximum fee minus approved WA \$2,490,563.59

Approved WA	12/12/2011	1/13/2012	2/14/2012	3/9/2012	4/9/2012	5/8/2012	6/7/2012	7/7/2012	8/6/2012	9/7/2012	10/8/2012	Pg 1 WA Billed to Date
Amount												
WA#1	\$909,960.63	\$255,645.93	\$226,404.86	\$155,211.93	\$145,740.60	\$81,955.77	\$45,001.54					\$909,960.63
WA#2	\$0.00											
WA#3	\$57,750.00											\$5,775.00
WA#4	\$694,355.85											\$694,355.85
WA#5	\$847,369.93							\$147,460.94	\$190,229.04	\$163,719.99	\$168,865.92	\$168,865.92
	\$2,509,436.41											\$1,778,957.40

\* Note:

WA #2 for the La Joya Relief Route was not necessary and cancelled.

May 8, 2012 billing for WA#1 reduced by \$5,459.01 to meet approved amount.

August 6, 2012 billing for WA#4 credited \$70.00 due to overpayment on July 7, 2012 invoice.

Balance for WA#4 was deducted from approved amount of \$891,814.61 by Supplemental 1 in the amount of \$197,458.76 and closed out

WA#5 amended and restated to add \$45,000 for public outreach for a revised WA#5 amount of \$847,369.93

Balance for WA#5 was deducted from approved amount of \$847,369.93 by supplemental 1 in the amount \$78,132.97 and closed out

Supplemental No. 1 to WA#6 added a T&R Study for Overweight Trucks on SH 365 in the amount of \$81,309.04

Supplemental No. 2 to WA#6 added a Value Engineering Study for SH 365 in the amount of \$149,120.30

Supplemental No. 3 to WA#6 added a low level aerial flight and topographic survey for IBTC in the amount of \$346,720.31

Supplemental No. 4 to WA#6 continued program management for SH 365 and IBTC in the amount of \$1,437,465.41. Professional Service Agreement to be amended prior to exceeding \$5,000,000 maximum payable amount.

Supplemental No 5 to WA#6 added non destructive utility locations for SH 365 in the amount of \$117,054.83.

  
Approved for Payment \_\_\_\_\_ Date 12/11/2013

Loop Account # 280003609

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
PAYMENT SUMMARY

Dannenbaum Engineering - Program Management  
\$5,000,000 Maximum payable fee

Maximum fee minus approved WA      -\$252,807.66

	Invoice Date										Pg 2 WA Total Billed	WA Balance	
	11/7/2012	12/3/2012	1/2/2013	1/5/2013	3/11/2013	4/2/2013	5/6/2013	6/5/2013	7/8/2013	8/8/2013			9/9/2013
Approved WA Amount	\$909,960.63											\$909,960.63	\$0.00
WA#1													
WA#2	\$0.00												\$0.00
WA#3	\$57,750.00	\$38,692.50										\$57,750.00	\$0.00
WA#4 *	\$694,355.85											\$694,355.85	\$0.00
WA#5 *	\$769,236.96	\$204,374.94	\$203,448.50									\$769,236.96	\$0.00
WA#6	\$689,834.33											\$689,834.33	\$0.00
S#1 to WA#6	\$81,309.04			\$97,110.61	\$132,811.94	\$114,994.62	\$114,995.38	\$114,926.42	\$114,995.36	\$5,691.62	\$2,439.28	\$81,309.04	\$0.00
S#2 to WA#6	\$149,120.30							\$32,523.62	\$40,654.52	\$16,112.43		\$149,120.30	\$0.00
S#3 to WA#6	\$346,720.31							\$106,700.09	\$26,307.78			\$346,720.31	\$0.00
S#4 to WA#6	\$1,437,465.41			\$97,110.61	\$132,811.94	\$114,994.62	\$114,995.38	\$114,926.42	\$114,995.36	\$5,691.62	\$2,439.28	\$1,437,465.41	\$54,029.49
								\$112,359.20	\$105,240.87	\$94,124.62	\$192,022.35	\$286,146.97	\$1,151,318.44
												\$3,930,404.90	\$1,205,347.93

	Invoice Date										Pg 2 WA Total Billed	WA Balance	
	10/7/2013	11/6/2013	12/4/2013	12/4/2013	12/4/2013	12/4/2013	12/4/2013	12/4/2013	12/4/2013	12/4/2013			
Approved WA Amount	\$909,960.63											\$909,960.63	\$0.00
WA#1													
WA#2	\$0.00												\$0.00
WA#3	\$57,750.00											\$57,750.00	\$0.00
WA#4 *	\$694,355.85											\$694,355.85	\$0.00
WA#5 *	\$769,236.96											\$769,236.96	\$0.00
WA#6	\$689,834.33											\$689,834.33	\$0.00
S#1 to WA#6	\$81,309.04											\$81,309.04	\$0.00
S#2 to WA#6	\$149,120.30											\$149,120.30	\$0.00
S#3 to WA#6	\$346,720.31											\$346,720.31	\$0.00
S#4 to WA#6	\$1,437,465.41											\$1,106,775.32	\$330,690.09
S#5 to WA#6	\$117,054.83											\$0.00	\$117,054.83
												\$4,805,062.74	\$447,744.92

Amount Approved for Payment

Prepared by:  
P. Rodriguez, PE  
Tx PE #85,567  
12/11/2013

**DANNENBAUM ENGINEERING CORPORATION**

1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

ENGINEERING  
EXCELLENCE  
SINCE  
1945

December 04, 2013

Dennis Burleson, Chairman  
HCRMA  
118 S. Cage Blvd, 4<sup>th</sup> Floor  
Pharr, Texas 78577

**Re: *Hidalgo County Regional Mobility Authority (HCRMA) –  
Invoice for Work Authorization No. 1 (4652-01/25/XV)***

Dear Mr. Burleson,

Enclosed please find Invoice 465201/25/XV for W.A. No. 6 totaling \$369,087.06.  
which includes:

- \$ 0.00 for S.W.A. No. 1 to W.A. No. 6
- \$ 0.00 for S.W.A. No. 2 to W.A. No. 6
- \$ 14,765.68 for S.W.A. No. 3 to W.A. No. 6
- \$ 354,321.38 for S.W.A. No. 4 to W.A. No.6
- \$ 0.00 for S.W.A. No. 5 to W.A. No.6

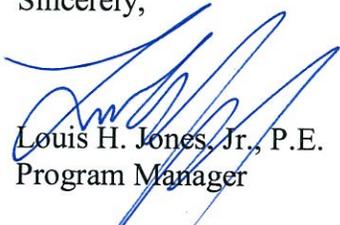
for Program Management Consultant Services performed for the Hidalgo County  
Regional Mobility Authority (HCRMA). The Progress Report will follow within  
the next few days.

The billing cycle is from November 1, 2013 through November 30, 2013.

**Total due this invoice is \$369,087.06.**

If you have any questions, please feel free to contact me at (956) 682-3677 or  
(832) 771-4904.

Sincerely,



Louis H. Jones, Jr., P.E.  
Program Manager

Enclosure(s)

Cc: Richard D. Seitz, P.E. - Dannenbaum Engineering Corporation  
Eric Davila, EIT – Dannenbaum Engineering Corporation

Approved for  
Payment  
12/11/2013

# DANNENBAUM ENGINEERING CORPORATION

1109 NOLANA LOOP, SUITE 208 MCALLEN, TEXAS 78504 (956) 682-3677 (956) 686-1822

December 4, 2013

Dennis Burleson, Chairman  
 Hidalgo County Regional Mobility Authority  
 510 South Pleasantview Drive  
 Weslaco, Texas 78596

Project Name: HCRMA Program Management Consultant Contract  
 Work Authorization No. 1 through No. 6

Invoice Number: 465201/25/XV  
 Invoice Period: 11/01/2013 - 11/30/2013

## INVOICE SUMMARY

WORK ORDER NO.	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
1	Research Planning/Immediate Operations Phase	\$909,960.63	100.00%	\$909,960.63	\$909,960.63	\$0.00
2	Advanced Planning for La Joya Relief Route (NOT APPROVED)	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
3	Title Reports for TCC	\$57,750.00	100.00%	\$57,750.00	\$57,750.00	\$0.00
4	Engineering Management/Partial Operations Implementation/Public Outreach	\$694,355.85	100.00%	\$694,355.85	\$694,355.85	\$0.00
5	Engineering Management/Partial Operations Implementation/Public Outreach	\$769,236.96	100.00%	\$769,236.96	\$769,236.96	\$0.00
6	Engineering Management/Partial Operations Implementation/Public Outreach	\$689,834.33	100.00%	\$689,834.33	\$689,834.33	\$0.00
SWA 1 to WO 6	Sketch Level Assessment of Potential Truck Diversion from Nogales Poe to Texas	\$81,309.04	100.00%	\$81,309.04	\$81,309.04	\$0.00
SWA 2 to WO 6	Value Engineering Report for SH 365	\$149,120.30	100.00%	\$149,120.30	\$149,120.30	\$0.00
SWA 3 to WO 6	IBTC Low Level Flight	\$346,720.31	100.00%	\$346,720.31	\$331,954.63	\$14,765.68
SWA 4 to WO 6	Engineering Management/Partial Operations Implementation/Public Outreach	\$1,437,465.41	76.99%	\$1,106,775.32	\$752,453.94	\$354,321.38
SWA 5 to WO 6	SUE Services - SH 365	\$117,054.83	0.00%	\$0.00	\$0.00	\$0.00
<b>TOTALS</b>		<b>\$5,252,807.66</b>	<b>91.48%</b>	<b>\$4,805,062.74</b>	<b>\$4,435,975.68</b>	<b>\$369,087.06</b>

TOTAL DUE THIS INVOICE:

\$369,087.06

Pay Only  
 12/11/2013  
 Hoop Account #  
 280003609

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

December 4, 2013

Dennis Burleson, Chairman  
Hidalgo County Regional Mobility Authority  
510 South Pleasantview Drive  
Weslaco, Texas 78596

Work Order No. 1:  
Research Planning/Immediate Operations Phase

Invoice Number: 465201/25/XV  
Invoice Period: 11/01/2013 - 11/30/2013

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
1	Research/Analyze/Gather all documents and develop Prog. Mgt. Plan (4 Months)	\$605,919.26	100.00%	\$605,919.26	\$605,919.26	\$0.00
2	Review/Monitor/Report/Implement All TxDOT Pass Thru / Toll Agreements (4 mo)	\$11,546.14	100.00%	\$11,546.14	\$11,546.14	\$0.00
3	Rev./Analyze TRZ for the entire HCRMA Rdwy. Sys. incld. La Joya Relief Rte.	\$18,983.62	100.00%	\$18,983.62	\$18,983.62	\$0.00
4	Gen. Eng. Consult. (GEC) Mgt. including contract negotiations (4 months)	\$173,210.21	100.00%	\$173,210.21	\$173,210.21	\$0.00
5	Procurement / Negotiations of Prof. Svcs.	\$27,248.50	100.00%	\$27,248.50	\$27,248.50	\$0.00
ODC	Direct Expenses	\$73,052.90	100.00%	\$73,052.90	\$73,052.90	\$0.00
	<b>TOTALS</b>	<b>\$909,960.63</b>	<b>100.00%</b>	<b>\$909,960.63</b>	<b>\$909,960.63</b>	<b>\$0.00</b>

TOTAL DUE WORK ORDER NO. 1:

\$0.00 ✓

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 1:  
Research Planning/Immediate Operations Phase

Invoice Number: 465201/25/XV  
Invoice Period: 11/01/2013 - 11/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>TASK 1 Research/Analyze/Gather all documents and develop Prog. Mgt. Plan (4 Months)</b>					
<b>A. Research/Analyze/Gather all existing documents</b>					
1. Organize/Analyze all documents received	\$ 35,455.62	100.00%	\$35,455.62	\$35,455.62	\$0.00
2. Review/Comment all consultant contracts	\$ 3,709.14	100.00%	\$3,709.14	\$3,709.14	\$0.00
3. Review/Analyze all schematics including North of US 83	\$ 75,561.96	100.00%	\$75,561.96	\$75,561.96	\$0.00
5. Review/Analyze/Comment on all financial studies	\$ 8,122.08	100.00%	\$8,122.08	\$8,122.08	\$0.00
6. Review/Analyze/Comment on all TxDOT comments on all existing documents	\$ 6,868.84	100.00%	\$6,868.84	\$6,868.84	\$0.00
<b>B. Review Exist. Quantities/Estimates and Prep. Cursive Review of Proj. Dev. Cost Est. on all projects</b>					
1. SH 365 / TCC (All Sections)	\$ 18,708.04	100.00%	\$18,708.04	\$18,708.04	\$0.00
2. IBTC All Sections)	\$ 10,997.72	100.00%	\$10,997.72	\$10,997.72	\$0.00
3. US 281 Military Highway Overpass	\$ 10,875.76	100.00%	\$10,875.76	\$10,875.76	\$0.00
4. US 83 Connector to FM 495	\$ 6,917.40	100.00%	\$6,917.40	\$6,917.40	\$0.00
5. La Joya Relief Route Segment No. 1	\$ 11,046.28	100.00%	\$11,046.28	\$11,046.28	\$0.00
6. All Segments - North of US 83	\$ 19,838.44	100.00%	\$19,838.44	\$19,838.44	\$0.00
<b>C. Develop Program Management Plan which includes the following components:</b>					
2. Quality Control Plan	\$ 7,727.18	100.00%	\$7,727.18	\$7,727.18	\$0.00
3. Cost Control Plan	\$ 40,535.94	100.00%	\$40,535.94	\$40,535.94	\$0.00
4. Schedule Management /Tracking Plan	\$ 13,402.16	100.00%	\$13,402.16	\$13,402.16	\$0.00
5. Document Control Plan	\$ 11,459.16	100.00%	\$11,459.16	\$11,459.16	\$0.00
6. Financial Implementation Plan	\$ 74,782.58	100.00%	\$74,782.58	\$74,782.58	\$0.00
7. Right-of-way Acquisition Management Plan (Refer to Aranda & Associates)	\$ 11,098.50	100.00%	\$11,098.50	\$11,098.50	\$0.00
8. Utility Relocation Plan	\$ 8,301.76	100.00%	\$8,301.76	\$8,301.76	\$0.00
10. Environmental Document/Clearance/Permit Plan	\$ 6,502.26	100.00%	\$6,502.26	\$6,502.26	\$0.00
- SH365/TCC-Environmental-Atkins (formerly PBSJ)	\$ 20,194.80	100.00%	\$20,194.80	\$20,194.80	\$0.00
- IBTC-Environmental-Atkins (formerly PBSJ)	\$ 8,855.48	100.00%	\$8,855.48	\$8,855.48	\$0.00
- La Joya Bypass Phase I-B/TxDOT/Atkins	\$ 14,282.10	100.00%	\$14,282.10	\$14,282.10	\$0.00
12. Project Development / Capital Improvement Plan / Strategic Plan (CIP)	\$ 146,529.12	100.00%	\$146,529.12	\$146,529.12	\$0.00
13. General Engineering Consultant Plan Management (GEC Plan)	\$ 3,687.16	100.00%	\$3,687.16	\$3,687.16	\$0.00
14. Develop Budget for PMC Program for next 7 years	\$ 30,459.78	100.00%	\$30,459.78	\$30,459.78	\$0.00
<b>TASK 2 Review/Monitor/Report/Implement All TxDOT Pass Thru / Toll Agreements (4 mo)</b>					
<b>A. Review/Monitor/Report/Implement All TxDOT Pass Thru / Toll Agreements which includes:</b>					
1. SH 365 / Trade Corr. Conn. (TCC)(4.9 Mi.), includ. 1.97 mi. Anzalduas GSA Fac. Connect.	\$ 1,379.80	100.00%	\$1,379.80	\$1,379.80	\$0.00
- Review Agreement	\$ 750.62	100.00%	\$750.62	\$750.62	\$0.00
- Monitor Agreement (4 months)					
<b>2. US 281 / Military Hwy Overpass</b>					
- Review Agreement	\$ 1,379.80	100.00%	\$1,379.80	\$1,379.80	\$0.00
- Monitor Agreement	\$ 750.62	100.00%	\$750.62	\$750.62	\$0.00
<b>3. La Joya Relief Route (Phase I)(8.3 Miles)</b>					
- Review Agreement	\$ 1,379.80	100.00%	\$1,379.80	\$1,379.80	\$0.00
- Negotiate Agreement (1 meeting / 8 hrs / mtg) - Austin	\$ 5,154.88	100.00%	\$5,154.88	\$5,154.88	\$0.00
- Monitor Agreement	\$ 750.62	100.00%	\$750.62	\$750.62	\$0.00
<b>4. US 281 - Falfurrias Toll Road</b>					
- Review Agreement	\$ -	0.00%	\$0.00	\$0.00	\$0.00
- Negotiate Agreement (2 meeting / 8 hrs / mtg) - Austin	\$ -	0.00%	\$0.00	\$0.00	\$0.00
- Monitor Agreement	\$ -	0.00%	\$0.00	\$0.00	\$0.00

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 1:  
Research Planning/Immediate Operations Phase

Invoice Number: 465201/25/XV  
Invoice Period: 11/01/2013 - 11/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>TASK 3 Rev./Analyze TRZ for the entire HCRMA Rdwy. Sys. incl. La Joya Relief Rte.</b>					
A. Rev./Analyze Trans.Reinvest. Zone (TRZ) for the entire Loop Proj. incl. the La Joya Relief Rte.					
1. Meet w/ Authority / County (2 mtgs @ 4 hrs / mtg)	\$ 5,044.16	100.00%	\$5,044.16	\$5,044.16	\$0.00
2. Prepare Exhibit / Hold One Public Mtg (1 mtg @ 4 hrs / mtg)	\$ 6,344.34	100.00%	\$6,344.34	\$6,344.34	\$0.00
3. Modify Metes & Bounds for TRZ Boundary (paper only)	\$ 7,595.12	100.00%	\$7,595.12	\$7,595.12	\$0.00
<b>TASK 4 Gen. Eng. Consult. (GEC) Mgt. including contract negotiations (4 months)</b>					
A. General Project Management / Governmental Liaison (4 Months)					
1. Prepare/Review PMC Team consultant contract	\$ 9,362.32	100.00%	\$9,362.32	\$9,362.32	\$0.00
2. Prepare monthly PMC invoice	\$ 4,399.04	100.00%	\$4,399.04	\$4,399.04	\$0.00
3. Prepare monthly PMC progress reports	\$ 5,939.02	100.00%	\$5,939.02	\$5,939.02	\$0.00
4. Attend monthly HCRMA board meetings (4 hrs / mtg / mo)	\$ 7,559.36	100.00%	\$7,559.36	\$7,559.36	\$0.00
5. Attend monthly HCRMA planning meetings (2 hrs / mtg / mo)	\$ 4,265.44	100.00%	\$4,265.44	\$4,265.44	\$0.00
6. Attend monthly HCRMA exed comm meetings (2 hrs / mtg / mo)	\$ 3,779.68	100.00%	\$3,779.68	\$3,779.68	\$0.00
7. Attend monthly TxDot meetings (Austin) (8 hrs / mtg / mo)	\$ 11,329.84	100.00%	\$11,329.84	\$11,329.84	\$0.00
9. Attend various meetings (local/state) (4 per month) (2 hrs / mtg / mo)	\$ 7,195.04	100.00%	\$7,195.04	\$7,195.04	\$0.00
10. Attend meeting in Washington DC (one meeting per 4 months) (3 days / mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
11. Governmental Liaison	\$ 5,060.84	100.00%	\$5,060.84	\$5,060.84	\$0.00
12. Assis/plan/meet/negotiate with all cities in Hidalgo Co. on ordinance to increase truck usage of Toll Facilities	\$ 17,344.00	100.00%	\$17,344.00	\$17,344.00	\$0.00
<b>B. General Engineering Consultant (GEC) Management of the following (4 Months)</b>					
1. SH365/ITCC - Environmental - Atkins (formerly PBSJ)					
- Review / Analyze / Comment on Consultant Contracts	\$ 1,084.58	100.00%	\$1,084.58	\$1,084.58	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ 1,713.76	100.00%	\$1,713.76	\$1,713.76	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ 2,709.56	100.00%	\$2,709.56	\$2,709.56	\$0.00
2. IBTC - Environmental - Atkins (formerly PBSJ)					
- Review / Analyze / Comment on Consultant Contracts	\$ -	0.00%	\$0.00	\$0.00	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ -	0.00%	\$0.00	\$0.00	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ -	0.00%	\$0.00	\$0.00	\$0.00
3. SH365/ITCC (FM 1016 to E 23rd) - Survey/R.O.W. - DOS Logistics, Inc.					
- Review / Analyze / Comment on Consultant Contracts	\$ 2,311.78	100.00%	\$2,311.78	\$2,311.78	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ 7,817.78	100.00%	\$7,817.78	\$7,817.78	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ 5,761.03	100.00%	\$5,761.03	\$5,761.03	\$0.00
4. SH365/ITCC (E 23rd to IBTC) - Survey/R.O.W. - Quintanilla Headley					
- Review / Analyze / Comment on Consultant Contracts	\$ 3,364.88	100.00%	\$3,364.88	\$3,364.88	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ 4,551.21	100.00%	\$4,551.21	\$4,551.21	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ 5,035.57	100.00%	\$5,035.57	\$5,035.57	\$0.00
5. SH 365 / TCC (Toll / Pass Thru) - Seg. 1- FM1016 to Anzalduas - Eng. / Geotech - L&G Eng.					
- Review / Analyze / Comment on Consultant Contracts	\$ 1,893.58	100.00%	\$1,893.58	\$1,893.58	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ 7,559.36	100.00%	\$7,559.36	\$7,559.36	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ 3,473.54	100.00%	\$3,473.54	\$3,473.54	\$0.00
- Review / Analyze / Prepare independent construction cost estimates	\$ 1,563.16	100.00%	\$1,563.16	\$1,563.16	\$0.00

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 1:  
Research Planning/Immediate Operations Phase

Invoice Number: 465201/25/XV  
Invoice Period: 11/01/2013 - 11/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>TASK 4 Gen. Eng. Consult. (GEC) Mgt. including contract negotiations (4 months) Continued</b>					
B. General Engineering Consultant (GEC) Management of the following (4 Months)(Cont.)					
6. SH365/TCC at Anzalduas - Engineering/Geotech - L&G Engineering 1A					
- Review / Analyze / Comment on Consultant Contracts	\$ 3,381.24	100.00%	\$3,381.24	\$3,381.24	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ 3,916.50	100.00%	\$3,916.50	\$3,916.50	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ 2,359.24	100.00%	\$2,359.24	\$2,359.24	\$0.00
7. SH 365 / TCC (Toll / Pass Thru) - Seg. 1B - Anz. GSA Conn. to E. of 23rd - Eng. / Geo. - L&G Eng.					
- Review / Analyze / Comment on Consultant Contracts	\$ 2,298.96	100.00%	\$2,298.96	\$2,298.96	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ 7,775.94	100.00%	\$7,775.94	\$7,775.94	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ 2,988.42	100.00%	\$2,988.42	\$2,988.42	\$0.00
8. SH 365 / TCC (Toll / Pass Thru) - Seg. 2 - E. of 23rd to IBTC - Eng. / Geo. - S&B Infra.					
- Review / Analyze / Comment on Consultant Contracts	\$ 3,186.94	100.00%	\$3,186.94	\$3,186.94	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ 6,107.56	100.00%	\$6,107.56	\$6,107.56	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ 4,775.06	100.00%	\$4,775.06	\$4,775.06	\$0.00
9. US 281/Military Overpass - Engineering/Geotech/Survey -TEDSI Infrastructure					
- Review / Analyze / Comment on Consultant Contracts	\$ 3,186.94	100.00%	\$3,186.94	\$3,186.94	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ 2,153.24	100.00%	\$2,153.24	\$2,153.24	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ 2,226.12	100.00%	\$2,226.12	\$2,226.12	\$0.00
10. US 83 Connector to FM 495 - Eng./Geotech/Survey - S&B Infrastructure					
- Review / Analyze / Comment on Consultant Contracts	\$ -	0.00%	\$0.00	\$0.00	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ -	0.00%	\$0.00	\$0.00	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ -	0.00%	\$0.00	\$0.00	\$0.00
<b>TASK 5 Procurement / Negotiations of Prof. Svcs.</b>					
A. Procurement/Negotiations of Prof. Svcs. of the following: (4 months)					
1. SH 365 / TCC - Seg. 1 - ROW Acquisition/Title Company	\$ -	0.00%	\$0.00	\$0.00	\$0.00
2. SH 365 / TCC - Seg. 1A - ROW Acquisition/Title Company	\$ -	0.00%	\$0.00	\$0.00	\$0.00
3. SH 365 / TCC - Seg. 1B - ROW Acquisition/Title Company	\$ -	0.00%	\$0.00	\$0.00	\$0.00
4. SH 365 / TCC - Seg. 2 - ROW Acquisition/Title Company	\$ -	0.00%	\$0.00	\$0.00	\$0.00
5. IBTC Seg. 1-5 - Engineering (One Procurement up to Five(5) Firms)	\$ 10,628.66	100.00%	\$10,628.66	\$10,628.66	\$0.00
6. IBTC Seg. 1-5 - Survey (One Procurement up to Five(5) Firms)	\$ 10,628.66	100.00%	\$10,628.66	\$10,628.66	\$0.00
7. IBTC Seg. 1-5 - ROW Acquisition/Title Company	\$ -	0.00%	\$0.00	\$0.00	\$0.00
8. IBTC Geotech Total Project	\$ -	0.00%	\$0.00	\$0.00	\$0.00
9. US 83 Connector to SH 495 - ROW Acquisition/Title Company	\$ -	0.00%	\$0.00	\$0.00	\$0.00
10. US 281 (Military) Overpass at San Juan - ROW Acquisition/Title Company	\$ -	0.00%	\$0.00	\$0.00	\$0.00
11. La Joya Relief Route Corridor Seg. 1 - Environmental/Schematic (Update / Finalize)/Engineering	\$ 5,991.18	100.00%	\$5,991.18	\$5,991.18	\$0.00
12. La Joya Relief Route Corridor Seg. 1 - Geotech	\$ -	0.00%	\$0.00	\$0.00	\$0.00
13. La Joya Relief Route Corridor Seg. 1 - Survey	\$ -	0.00%	\$0.00	\$0.00	\$0.00
14. La Joya Relief Route Corridor Seg. 1 - ROW Acquisition/Title Co.	\$ -	0.00%	\$0.00	\$0.00	\$0.00
15. Toll Consultant / Traffic Management - system wide	\$ -	0.00%	\$0.00	\$0.00	\$0.00

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 1: Research Planning/Immediate Operations Phase  
 Invoice Number: 465201/25/XV  
 Invoice Period: 11/01/2013 - 11/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>DIRECT EXPENSES</b>					
Lodging / Hotel (\$100.00 / DAY)	\$ 1,235.00	100.00%	\$1,235.00	\$1,235.00	\$0.00
Meals (\$30.00 / DAY)	\$ 834.00	100.00%	\$834.00	\$834.00	\$0.00
Rental Car	\$ 1,770.00	100.00%	\$1,770.00	\$1,770.00	\$0.00
Air Travel	\$ 2,750.00	100.00%	\$2,750.00	\$2,750.00	\$0.00
Parking	\$ 154.00	100.00%	\$154.00	\$154.00	\$0.00
Overnight Mail - letter size	\$ 3,450.00	100.00%	\$3,450.00	\$3,450.00	\$0.00
Photocopies B/W (8.5 X 11)	\$ 709.90	100.00%	\$709.90	\$709.90	\$0.00
Photocopies B/W (11 X 17)	\$ 620.00	100.00%	\$620.00	\$620.00	\$0.00
Photocopies Color (8.5 X 11)	\$ 710.00	100.00%	\$710.00	\$710.00	\$0.00
Photocopies Color (11 X 17)	\$ 750.00	100.00%	\$750.00	\$750.00	\$0.00
Color Graphics on Foam Board	\$ 70.00	100.00%	\$70.00	\$70.00	\$0.00
Public Outreach Liaison	\$ 60,000.00	100.00%	\$60,000.00	\$60,000.00	\$0.00
CPA/Accounting Support Services	\$ -	0.00%	\$0.00	\$0.00	\$0.00
IT Support Services	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Appraiser	\$ -	0.00%	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$ 909,960.63</b>		<b>\$ 909,960.63</b>	<b>\$ 909,960.63</b>	<b>\$ -</b>

Amount Due This Invoice

\$ -

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

December 4, 2013

Dennis Burleson, Chairman  
Hidalgo County Regional Mobility Authority  
510 South Pleasantview Drive  
Weslaco, Texas 78596

Work Order No. 3:  
Title Report for TCC

Invoice Number: 465201/25/XV  
Invoice Period: 11/01/2013 - 11/30/2013

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
1	Provide Title Reports	\$57,750.00	100.00%	\$57,750.00	\$57,750.00	\$0.00
	<b>TOTALS</b>	<b>\$57,750.00</b>	<b>100.00%</b>	<b>\$57,750.00</b>	<b>\$57,750.00</b>	<b>\$0.00</b>

**TOTAL DUE WORK ORDER NO. 3:**

\$0.00 ✓

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

December 4, 2013

Dennis Burleson, Chairman  
Hidalgo County Regional Mobility Authority  
510 South Pleasantview Drive  
Weslaco, Texas 78596

Work Order No. 4:  
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/25/XV  
Invoice Period: 11/01/2013 - 11/30/2013

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A	Coordinate / Update / Assist Executive Director	\$8,958.03	100.00%	\$8,958.03	\$8,958.03	\$0.00
B	Attend / Prepare Data / Report on Various Meetings (4.0 Months)	\$58,185.85	100.00%	\$58,185.85	\$58,185.85	\$0.00
C	Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy	\$2,711.90	100.00%	\$2,711.90	\$2,711.90	\$0.00
D	Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications for SH 365 TCC / La Joya Relief Route / US 281	\$18,512.54	100.00%	\$18,512.54	\$18,512.54	\$0.00
E	Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System	\$22,926.32	100.00%	\$22,926.32	\$22,926.32	\$0.00
F	Organize / Develop HCRMA Files By Project (Electronic and Hardcopy) - RMA Will Provide Flor Koll and Temporary Secretaries)	\$19,183.08	100.00%	\$19,183.08	\$19,183.08	\$0.00
G	Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements	\$15,564.04	100.00%	\$15,564.04	\$15,564.04	\$0.00
H	Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others	\$20,830.08	100.00%	\$20,830.08	\$20,830.08	\$0.00
I	Public Outreach Meetings including Negotiations of Truck Restrictions with the following Cities (Including Travel and Preparation for Meeting) (4.0 Months): Oversee C&M Associates, Inc., in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.0 Months)	\$19,983.36	100.00%	\$19,983.36	\$19,983.36	\$0.00
J	IBTC (3.0 Months)	\$74,767.90	100.00%	\$74,767.90	\$74,767.90	\$0.00
K	SH 365 / TCC (Modified) (Inc. TCC at GSA Anzalduas Bridge)(4.0 Months)	\$25,337.35	100.00%	\$25,337.35	\$25,337.35	\$0.00
L	US 281 / Military (3.0 Months)	\$216,358.43	100.00%	\$216,358.43	\$216,358.43	\$0.00
M	Direct Expenses	\$24,156.47	100.00%	\$24,156.47	\$24,156.47	\$0.00
ODC		\$166,880.50	100.00%	\$166,880.50	\$166,880.50	\$0.00
	<b>TOTALS</b>	<b>\$694,355.85</b>	<b>100.00%</b>	<b>\$694,355.85</b>	<b>\$694,355.85</b>	<b>\$0.00</b>

TOTAL DUE WORK ORDER NO. 4:

\$0.00

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 4:  
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/25/XV  
Invoice Period: 11/01/2013 - 11/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>A. Coordinate / Update / Assist Executive Director</b>					
1.) Educate Executive Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Bi-Monthly Mtgs (2 hrs/WK x 9 Wks)	\$ 8,958.03	100.00%	\$8,958.03	\$8,958.03	\$0.00
<b>B. Attend / Prepare Data / Report on Various Meetings (4.0 Months)</b>					
1. HCRMA Board Meetings including Presentation (Monthly) (5 Mts @ 4 hrs/Mtg) (Inc. Prep Time)	\$ 16,401.80	100.00%	\$16,401.80	\$16,401.80	\$0.00
2. HCRMA Planning Committee Meetings (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 4,694.28	100.00%	\$4,694.28	\$4,694.28	\$0.00
3. HCRMA Finance Committee Meetings (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 4,694.28	100.00%	\$4,694.28	\$4,694.28	\$0.00
4. HCRMA MPO Policy Committee Meeting (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 4,694.28	100.00%	\$4,694.28	\$4,694.28	\$0.00
5. HCRMA MPO Tech Committee Meeting (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 4,694.28	100.00%	\$4,694.28	\$4,694.28	\$0.00
6. Various Individual HCRMA Mtgs w/ Board (3 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 2,130.42	100.00%	\$2,130.42	\$2,130.42	\$0.00
7. Hidalgo County Meetings w/Staff (2 Mts. @2 hr. / Mtg.) (Inc. Prep Time)	\$ 2,023.44	100.00%	\$2,023.44	\$2,023.44	\$0.00
8. Hidalgo County Commissioner Precinct No. 1 (2 Mts. @ 2 hrs. / Mtg.)	\$ 1,379.80	100.00%	\$1,379.80	\$1,379.80	\$0.00
9. Hidalgo County Commissioner Precinct No. 2 (2 Mts. @ 2 hrs. / Mtg.)	\$ 1,379.80	100.00%	\$1,379.80	\$1,379.80	\$0.00
10. Hidalgo County Commissioner Precinct No. 3 (2 Mts. @ 2 hrs. / Mtg.)	\$ 1,379.80	100.00%	\$1,379.80	\$1,379.80	\$0.00
11. Hidalgo County Commissioner Precinct No. 4 (2 Mts. @ 2 hrs. / Mtg.)	\$ 1,379.80	100.00%	\$1,379.80	\$1,379.80	\$0.00
12. Attend Meetings TXDOT-Pharr (3 Mts. @ 2 hrs. / Mtg.) (Inc. Prep Time)	\$ 4,371.02	100.00%	\$4,371.02	\$4,371.02	\$0.00
13. Attend Meetings TXDOT-Austin includes Travel (3 Mts. @ 10 hrs. / Mtg.)	\$ 6,777.56	100.00%	\$6,777.56	\$6,777.56	\$0.00
14. Attend Meetings With Senator Hinojosa (3 Mts. @ 2 hrs. / Mtg.)	\$ 2,185.29	100.00%	\$2,185.29	\$2,185.29	\$0.00
<b>C. Coordinate With HCMPD to Modify Short/ Long Term TIP to Account for Approved Strategy</b>	\$ 2,711.90	100.00%	\$2,711.90	\$2,711.90	\$0.00
<b>D. Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications for SH 365 TCC / La Joya Relief Route / US 281</b>					
1. Meet / Coordinate With TxDOT Pharr (2 Mts. @ 4 hrs. / Mtg.)	\$ 3,954.36	100.00%	\$3,954.36	\$3,954.36	\$0.00
2. Meet / Coordinate With TxDOT Austin (1 Mtg @ 10 hrs. / Mtg.)	\$ 4,694.28	100.00%	\$4,694.28	\$4,694.28	\$0.00
3. Finalize Pass Thru Agreements	\$ 9,863.90	100.00%	\$9,863.90	\$9,863.90	\$0.00
<b>E. Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System</b>					
1. Input Data for Development of Monthly Reports for HCRMA Board	\$ 12,042.32	100.00%	\$12,042.32	\$12,042.32	\$0.00
2. Modify Monthly Reports for HCRMA Needs	\$ 5,697.02	100.00%	\$5,697.02	\$5,697.02	\$0.00
3. Input Monthly Data and Produce Final Reports for May, June, July and August 2012	\$ 5,186.98	100.00%	\$5,186.98	\$5,186.98	\$0.00
<b>F. Organize / Develop HCRMA Files By Project (Electronic and Hardcopy) - RMA Will Provide Flor Koll and Temporary Secretaries)</b>	\$ 19,183.08	100.00%	\$19,183.08	\$19,183.08	\$0.00
<b>G. Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements</b>	\$ 15,564.04	100.00%	\$15,564.04	\$15,564.04	\$0.00
<b>H. Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others</b>	\$ 20,830.08	100.00%	\$20,830.08	\$20,830.08	\$0.00

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 4:  
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/25/XV  
Invoice Period: 11/01/2013 - 11/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>I. Public Outreach Meetings including Negotiations of Truck Restrictions with the following Cities (Including Travel and Preparation for Meeting) (4.0 Months):</b>					
1. City of Pharr (2 Migs)	\$ 3,976.32	100.00%	\$3,976.32	\$3,976.32	\$0.00
2. San Juan (1 Mig)	\$ 2,013.60	100.00%	\$2,013.60	\$2,013.60	\$0.00
3. Donna (1 Mig)	\$ 2,013.60	100.00%	\$2,013.60	\$2,013.60	\$0.00
4. Weslaco (1 Mig)	\$ 2,013.60	100.00%	\$2,013.60	\$2,013.60	\$0.00
5. City of Mercedes (1 Mig)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
6. City of Edcouch (0 Mig)	\$ 3,976.32	100.00%	\$3,976.32	\$3,976.32	\$0.00
7. City of McAllen (2 Migs.)	\$ 3,976.32	100.00%	\$3,976.32	\$3,976.32	\$0.00
8. City of Mission (2 Migs.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
9. City of Penitas (0 Mig)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
10. City of Palmview (0 Mig)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
11. City of La Joya (0 Mig)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
<b>J. Oversee C&amp;M Associates, Inc., in Developing the Update of the T&amp;R Studies / Financing Alternatives (FSW) (4.0 Months)</b>					
1. SH 365 TCC / IBTC / Segment D & La Joya Relief Route (Assisted by HDR)	\$ 60,035.90	100.00%	\$60,035.90	\$60,035.90	\$0.00
2. Update Strategic Plan for New T&R No. 1 (Work with First Southwest)	\$ 14,732.00	100.00%	\$14,732.00	\$14,732.00	\$0.00
<b>K. IBTC (3.0 Months)</b>					
1. Modify RFP and Procure Engineering Services (Including Environmental and Low Level Flight)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
2. Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (3.0 Months)	\$ 24,234.55	100.00%	\$24,234.55	\$24,234.55	\$0.00
3. Oversee IBTC Drainage Studies from 8/1/2012 to 8/31/2012 (1 Month)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
4. Oversee Low Level Flight (8/1/2012 to 8/31/2012) (1 Month) (Assisted by Aranda & Associates - Lead)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
5. QA/QC Drainage Study (60%) (Next Work Authorization)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
6. QA/QC Low Level Flight (Aranda) (1 Month)	\$ 1,102.80	100.00%	\$1,102.80	\$1,102.80	\$0.00
7. Attend Meeting with USIBWC (1) (Combined with TCC)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
8. Attend Meeting with USACOE (1) (Combined with TCC)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
9. Attend Meeting with US Fish and Wildlife (1) (Combined with TCC)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
<b>L. SH 365 / TCC (Modified) (Inc. TCC at GSA Anzalduas Bridge)(4.0 Months)</b>					
1. Oversee Environmental Clearance By Atkins (EA) (Assisted by Blanton & Assoc. - Lead)(5 Months)	\$ 60,919.52	100.00%	\$60,919.52	\$60,919.52	\$0.00
2. Oversee Drainage Studies Produced By L&G Engineering / S&B Infrastructure	\$ 17,089.64	100.00%	\$17,089.64	\$17,089.64	\$0.00
3. QA/QC Drainage Study (60%)	\$ 9,158.68	100.00%	\$9,158.68	\$9,158.68	\$0.00
4. Attend Meeting With USIBWC (1 Mig. - El Paso)	\$ 4,046.88	100.00%	\$4,046.88	\$4,046.88	\$0.00
5. Attend Meeting With USACOE (1 Mig. - HST)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
6. Attend Meeting With US Fish & Wildlife (1 Mig. - RGV)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
7. Attend Meeting With TxDOT Austin / FHWA (1 Mig. - Austin)	\$ 3,227.59	100.00%	\$3,227.59	\$3,227.59	\$0.00
8. Oversee / Development of 4-Lane Schematic and Update Super Two Schematic / Utilities / Final Design Review TCC at GSA	\$ 72,546.95	100.00%	\$72,546.95	\$72,546.95	\$0.00
9. QA/QC Schematic (60%)	\$ 4,380.10	100.00%	\$4,380.10	\$4,380.10	\$0.00
10. Prepare Decision Matrix for Environmental Consultant	\$ 1,489.67	100.00%	\$1,489.67	\$1,489.67	\$0.00
11. Oversee Surveyors (DOS Logistics / Quintanilla) (Assisted by Aranda and Associates - Lead)	\$ 36,669.24	100.00%	\$36,669.24	\$36,669.24	\$0.00
12. Hold / Lead Public Involvement Meeting (1 Mig.) Including Prepare Exhibits	\$ -	0.00%	\$0.00	\$0.00	\$0.00
13. Prepare Land Plan to Assist Hunt Development / City of McAllen to Evaluate Alternative Thru Hunt Property	\$ -	0.00%	\$0.00	\$0.00	\$0.00
14. Meet with Hunt Development (Mission - 2 Migs) (2 hrs / Mig)(Inc. Prep Time)	\$ 6,830.16	100.00%	\$6,830.16	\$6,830.16	\$0.00

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 4:  
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/25/XV  
Invoice Period: 11/01/2013 - 11/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>M. US 281 / Military (3.0 Months)</b>					
1. Oversee Environmental Clearance by Atkins (Categorical Exclusion -CE)(Assisted by Blanton & Associates) (4.0 Months)	\$ 5,034.52	100.00%	\$5,034.52	\$5,034.52	\$0.00
2. Oversee Engineer in Development of Route Studies / Schematic / Survey / PS&E Development (4.0 Months)	\$ 11,776.60	100.00%	\$11,776.60	\$11,776.60	\$0.00
3. QA/QC Route Study	\$ 1,277.95	100.00%	\$1,277.95	\$1,277.95	\$0.00
4. Meet With City of Pharr Including Development of Exhibits to Analyze US 281 / I Road / San Juan Area (2 Migs @ 2 hrs / Mtg)	\$ 6,067.40	100.00%	\$6,067.40	\$6,067.40	\$0.00
<b>DIRECT EXPENSES</b>					
Lodging / Hotel (\$100.00 / DAY)	\$ 1,537.50	100.00%	\$1,537.50	\$1,537.50	\$0.00
Meals (\$30.00 / DAY)	\$ 495.00	100.00%	\$495.00	\$495.00	\$0.00
Rental Car	\$ 675.00	100.00%	\$675.00	\$675.00	\$0.00
Air Travel	\$ 6,750.00	100.00%	\$6,750.00	\$6,750.00	\$0.00
Parking	\$ 63.00	100.00%	\$63.00	\$63.00	\$0.00
Overnight Mail - letter size	\$ 1,150.00	100.00%	\$1,150.00	\$1,150.00	\$0.00
Courier Services	\$ 1,250.00	100.00%	\$1,250.00	\$1,250.00	\$0.00
Photocopies B/W (8.5 X 11)	\$ 2,320.00	100.00%	\$2,320.00	\$2,320.00	\$0.00
Photocopies B/W (11 X 17)	\$ 915.00	100.00%	\$915.00	\$915.00	\$0.00
Photocopies Color (8.5 X 11)	\$ 700.00	100.00%	\$700.00	\$700.00	\$0.00
Photocopies Color (11 X 17)	\$ 625.00	100.00%	\$625.00	\$625.00	\$0.00
Color Graphics on Foam Board	\$ 200.00	100.00%	\$200.00	\$200.00	\$0.00
Newspaper Advertisement	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Court Reporter (Public Hearings & Transcription)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Translator (English to Spanish or Sign Language)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Public Involvement Facility Rental	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Public Outreach Liaison	\$ 75,000.00	100.00%	\$75,000.00	\$75,000.00	\$0.00
Accounting Support Services	\$ 4,000.00	100.00%	\$4,000.00	\$4,000.00	\$0.00
IT / Support Services	\$ 3,200.00	100.00%	\$3,200.00	\$3,200.00	\$0.00
Management Support Services	\$ 32,000.00	100.00%	\$32,000.00	\$32,000.00	\$0.00
Community Action Support	\$ 36,000.00	100.00%	\$36,000.00	\$36,000.00	\$0.00
<b>Totals</b>	\$ 694,355.85		\$ 694,355.85	\$ 694,355.85	\$ -

Amount Due This Invoice \$

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

December 4, 2013

Dennis Burlison, Chairman  
Hidalgo County Regional Mobility Authority  
510 South Pleasantview Drive  
Weslaco, Texas 78596

Work Order No. 5:  
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/25/XV  
Invoice Period: 11/01/2013 - 11/30/2013

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A	Coordinate / Update / Assist Executive Director	\$6,123.52	100.00%	\$6,123.52	\$6,123.52	\$0.00
B	Attend / Prepare Data / Report on Various Meetings (4.0 Months)	\$59,425.62	100.00%	\$59,425.62	\$59,425.62	\$0.00
C	Continue to Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy including Updating Strategy (Two (2) Updates)	\$8,484.08	100.00%	\$8,484.08	\$8,484.08	\$0.00
D	Continue to Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications or other TxDOT Funding Modification (availability payments-CAT12) for SH 365 Segment 1,2,3 and 4) / Segment No. 4 (US 281 / Military)	\$3,838.98	100.00%	\$3,838.98	\$3,838.98	\$0.00
E	Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System	\$20,012.60	100.00%	\$20,012.60	\$20,012.60	\$0.00
F	Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy)	\$10,314.08	100.00%	\$10,314.08	\$10,314.08	\$0.00
G	Continue to Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements and Finalize Agreements with each entity	\$13,878.78	100.00%	\$13,878.78	\$13,878.78	\$0.00
H	Continue to Finalize and Implement Public Outreach Program with Assistance from Consultant (Pathfinder) and others	\$37,776.61	100.00%	\$37,776.61	\$37,776.61	\$0.00
I	Continued Public Outreach Meetings (Formal Presentation to Council) with the Appropriate Cities (Including Travel and Preparation for Meeting) (4.0 Months):	\$11,150.84	100.00%	\$11,150.84	\$11,150.84	\$0.00
J	Continue the Oversight of C&M Associates, Inc., in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.0 Months)	\$74,552.28	100.00%	\$74,552.28	\$74,552.28	\$0.00
K	Continue to Oversee IBTC (4.0 Months)	\$1,220.88	100.00%	\$1,220.88	\$1,220.88	\$0.00
L	Continue to Oversee SH 365 (Segment 1,2 and 3) (Inc. SH 365 at GSA Anzalduas Bridge)(4.0 Months)	\$250,916.15	100.00%	\$250,916.15	\$250,916.15	\$0.00
M	SH 365 Segment No. 4 (US 281 / Military) (4.0 Months)	\$34,334.89	100.00%	\$34,334.89	\$34,334.89	\$0.00
N	Implementation of GIS Tools - Phase IA	\$20,646.28	100.00%	\$20,646.28	\$20,646.28	\$0.00
O	Implementation of Project Wise	\$46,343.58	100.00%	\$46,343.58	\$46,343.58	\$0.00
ODC	Direct Expenses	\$170,217.79	100.00%	\$170,217.79	\$170,217.79	\$0.00
	<b>TOTALS</b>	<b>\$769,236.96</b>	<b>100.00%</b>	<b>\$769,236.96</b>	<b>\$769,236.96</b>	<b>\$0.00</b>

**TOTAL DUE WORK ORDER NO. 5:**

**\$0.00**

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 5:  
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/25/XV  
Invoice Period: 11/01/2013 - 11/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>A. Coordinate / Update / Assist Executive Director</b>					
1.) Educate Executive Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Weekly Mtgs)	\$ 6,123.52	100.00%	\$6,123.52	\$6,123.52	\$0.00
<b>B. Attend / Prepare Data / Report on Various Meetings (4.0 Months)</b>					
1. HCRMA Board Meetings Including Presentation (Monthly) (4 Mtgs) (Inc. Prep Time)	\$ 16,448.84	100.00%	\$16,448.84	\$16,448.84	\$0.00
2. HCRMA Planning Committee Meetings (4 Mtgs @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 8,483.22	100.00%	\$8,483.22	\$8,483.22	\$0.00
3. HCRMA Finance Committee Meetings (4 Mtgs @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 8,483.22	100.00%	\$8,483.22	\$8,483.22	\$0.00
4. HCRMA MPO Policy Committee Meeting (4 Mtgs @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 3,939.90	100.00%	\$3,939.90	\$3,939.90	\$0.00
5. HCRMA MPO Tech Committee Meeting (4 Mtgs @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 3,418.56	100.00%	\$3,418.56	\$3,418.56	\$0.00
6. Various HCRMA Mtgs w/ Individual Board Members / Special Board Meetings (1 Mtg @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 1,849.66	100.00%	\$1,849.66	\$1,849.66	\$0.00
7. Hidalgo County Meetings w/Staff (2 Mtgs. @2 hr. / Mtg.) (Inc. Prep Time)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
8. Hidalgo County Commissioner Precinct No. 1 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
9. Hidalgo County Commissioner Precinct No. 2 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ 2,109.60	100.00%	\$2,109.60	\$2,109.60	\$0.00
10. Hidalgo County Commissioner Precinct No. 3 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ 2,109.60	100.00%	\$2,109.60	\$2,109.60	\$0.00
11. Hidalgo County Commissioner Precinct No. 4 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
12. Attend Meetings TxDOT-Pharr (2 Mtgs. @ 2 hrs. / Mtg.) (Inc. Prep Time)	\$ 3,073.90	100.00%	\$3,073.90	\$3,073.90	\$0.00
13. Attend Meetings TxDOT-Auslin includes Travel (1 Mtg. @ 10 hrs. / Mtg.)	\$ 6,534.68	100.00%	\$6,534.68	\$6,534.68	\$0.00
14. Attend Meetings With Senator Hinojosa (1 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,011.72	100.00%	\$1,011.72	\$1,011.72	\$0.00
15. Attend Meeting - 3 days in Washington to Visit Congress/TIFA (1 Mtg.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
16. Attend Hidalgo County Commissioners' Court Meeting (2 Monthly Mtgs.) (2 Mtgs. X 2 hr./Mtg.)	\$ 1,962.72	100.00%	\$1,962.72	\$1,962.72	\$0.00
<b>C. Continue to Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy, Including Updating Strategy (Two (2) Updates)</b>	\$ 8,484.08	100.00%	\$8,484.08	\$8,484.08	\$0.00
<b>D. Continue to Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications or other TxDOT Funding Modification (availability payments-CAT12) for SH 365 (Segment 1,2,3 and 4) / Segment No. 4 (US 281 / Military)</b>					
1. Meet / Coordinate With TxDOT Pharr (1 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,728.22	100.00%	\$1,728.22	\$1,728.22	\$0.00
2. Meet / Coordinate With TxDOT Auslin (0 Mtg @ 10 hrs. / Mtg.)	\$ 382.54	100.00%	\$382.54	\$382.54	\$0.00
3. Finalize Pass Thru Agreements and/or availability payments	\$ 1,728.22	100.00%	\$1,728.22	\$1,728.22	\$0.00
<b>E. Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System</b>					
1. Continue to Input Data for Development of Monthly Reports for HCRMA Board (September 1, 2012 thru December 31, 2012)	\$ 7,636.32	100.00%	\$7,636.32	\$7,636.32	\$0.00
2. Continue to Modify Monthly Reports for HCRMA Needs	\$ 5,007.12	100.00%	\$5,007.12	\$5,007.12	\$0.00
3. Continue to Input Monthly Data and Produce Final Reports for Sept., Oct., Nov. and Dec. 2012	\$ 7,369.16	100.00%	\$7,369.16	\$7,369.16	\$0.00
<b>F. Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy)</b>	\$ 10,314.08	100.00%	\$10,314.08	\$10,314.08	\$0.00
<b>G. Continue to Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements and Finalize Agreements with each entity</b>	\$ 13,878.78	100.00%	\$13,878.78	\$13,878.78	\$0.00

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 5: Invoice Number: 465201/25/XV  
Engineering Management/Partial Operations Implementation/Public Outreach Invoice Period: 11/01/2013 - 11/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>H. Continue to Finalize and Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others</b>					
1. Finalize / Implement Public Outreach	\$ 27,226.64	100.00%	\$27,226.64	\$27,226.64	\$0.00
2. Review / Update Website	-	0.00%	\$0.00	\$0.00	\$0.00
3. Develop Monthly Newsletter (Assist Subs)	-	0.00%	\$0.00	\$0.00	\$0.00
4. Begin Development of Branding Loop Project (Assist Subs)	-	0.00%	\$0.00	\$0.00	\$0.00
5. Assist / Develop Support Resolution From All Cities (Total 5 Mtgs.)	-	0.00%	\$0.00	\$0.00	\$0.00
6. Meet with Large Property Owners (SH 365)(Total 3 Mtgs. Including Preparation)	\$ 5,909.51	100.00%	\$5,909.51	\$5,909.51	\$0.00
7. Meet with EDC for the Cities of McAllen / Mission (Total 1 Mtg.)	\$ 3,173.34	100.00%	\$3,173.34	\$3,173.34	\$0.00
8. Meet with Trade Association / Civic Association (US / Mexico) (Total 1 Mtg.)	\$ 1,467.12	100.00%	\$1,467.12	\$1,467.12	\$0.00
<b>I. Continue Public Outreach Meetings (Formal Presentation to Council) with the following Cities (Including Travel and Preparation for Meeting) (4.0 Months):</b>					
1. City of Pharr (2 Mtgs)	\$ 2,742.60	100.00%	\$2,742.60	\$2,742.60	\$0.00
2. City of Granjeno (1 Mtg)	\$ 1,587.62	100.00%	\$1,587.62	\$1,587.62	\$0.00
3. City of Donna (1 Mtg)	-	0.00%	\$0.00	\$0.00	\$0.00
4. City of Weslaco (1 Mtg)	-	0.00%	\$0.00	\$0.00	\$0.00
5. City of Mercedes (1 Mtg)	-	0.00%	\$0.00	\$0.00	\$0.00
6. City of Edcouch (1 Mtg)	-	0.00%	\$0.00	\$0.00	\$0.00
7. City of McAllen (2 Mtgs.)	\$ 3,410.31	100.00%	\$3,410.31	\$3,410.31	\$0.00
8. City of Mission (2 Mtgs.)	\$ 3,410.31	100.00%	\$3,410.31	\$3,410.31	\$0.00
9. City of Penitas (1 Mtg)	-	0.00%	\$0.00	\$0.00	\$0.00
10. City of Palmview (1 Mtg)	-	0.00%	\$0.00	\$0.00	\$0.00
11. City of La Joya (1 Mtg)	-	0.00%	\$0.00	\$0.00	\$0.00
12. City of Edinburg (2 Mtgs)	-	0.00%	\$0.00	\$0.00	\$0.00
13. City of Sullivan City (1 Mtg)	-	0.00%	\$0.00	\$0.00	\$0.00
<b>J. Continue the Oversight of C&amp;M Associates, Inc., in Developing the Update of the T&amp;R Studies / Financing Alternatives (FSW) (4.0 Months)</b>					
1. SH 365 Segment 1,2,3 and 4 / IBTC / Segment D & La Joya Relief Route (Assisted by HDR)	\$ 33,936.84	100.00%	\$33,936.84	\$33,936.84	\$0.00
2. Update Strategic Plan for New Funding (Modification in Limits / Schedule / Funding Type)	\$ 19,894.84	100.00%	\$19,894.84	\$19,894.84	\$0.00
2. Update Strategic Plan after New T&R Numbers (Work with First Southwest)	\$ 20,720.60	100.00%	\$20,720.60	\$20,720.60	\$0.00
<b>K. Continue to Oversee IBTC (4.0 Months)</b>					
1. Modify RFP and Procure Engineering Services (Including Environmental and Low Level Flight)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
2. Continue to Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (4.0 Months)	\$ 1,220.88	100.00%	\$1,220.88	\$1,220.88	\$0.00
3. Oversee IBTC Drainage Studies	-	0.00%	\$0.00	\$0.00	\$0.00
4. Oversee Low Level Flight (Assisted by Aranda & Associates - Lead)	-	0.00%	\$0.00	\$0.00	\$0.00
5. QA/QC Drainage Study (60%)	-	0.00%	\$0.00	\$0.00	\$0.00
6. QA/QC Low Level Flight (Aranda)	-	0.00%	\$0.00	\$0.00	\$0.00
7. Attend Meeting with US/BWC (1) (Combined with SH 365)	-	0.00%	\$0.00	\$0.00	\$0.00
8. Attend Meeting with USACOE (1) (Combined with SH 365)	-	0.00%	\$0.00	\$0.00	\$0.00
9. Attend Meeting with US Fish and Wildlife (1)(Combined with SH 365)	-	0.00%	\$0.00	\$0.00	\$0.00

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 5:  
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 46520125/XV  
Invoice Period: 11/01/2013 - 11/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>L. Continue to Oversee SH 365 (Segment 1, 2 &amp; 3) (Inc. SH 365 at GSA Anzauidas Bridge)(4.0 Months)</b>					
1. Continue to Oversee Environmental Clearance By Atkins (EA) Includes Negotiating Limits to FM 1016 (Assisted by Blanton & Assoc. - Lead)	\$ 52,943.45	100.00%	\$52,943.45	\$52,943.45	\$0.00
2. Continue to Oversee Drainage Studies Produced By L&G Engineering / S&B Infrastructure including Segment No. 3. Also, Includes Negotiating Limits to FM 1016.	\$ 60,223.91	100.00%	\$60,223.91	\$60,223.91	\$0.00
3. Continue to QA/QC Drainage Study (90%)	\$ 7,756.42	100.00%	\$7,756.42	\$7,756.42	\$0.00
4. Attend Meeting With USBWC (1 Mig. - El Paso)	\$ 1,114.94	100.00%	\$1,114.94	\$1,114.94	\$0.00
5. Attend Meeting With USACOE ( 1 Mig. - HST)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
6. Attend Meeting With US Fish & Wildlife (1 Mig. - RGV)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
7. Attend Meeting With TxDOT Austin / FHWA (1 Mig. - Austin)	\$ 4,694.28	100.00%	\$4,694.28	\$4,694.28	\$0.00
8. Continue to Oversee / Development of 4-Lane Schematic (L&G Engineering and S&B Infrastructure) and Negotiate Limits to FM 1016	\$ 39,860.87	100.00%	\$39,860.87	\$39,860.87	\$0.00
9. QA/QC Schematic (90%)	\$ 28,128.05	100.00%	\$28,128.05	\$28,128.05	\$0.00
10. Prepare Decision Matrix for Environmental Consultant (in Work Authorization 4)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
11. Continue to Oversee Surveyors including Right of Entry Assistance for 52 Parcels (DOS Logistics / Quintanilla) (Assisted by Aranda and Associates - Lead)	\$ 48,346.44	100.00%	\$48,346.44	\$48,346.44	\$0.00
12. Hold / Lead Public Involvement Meeting (1 Additional Mig.) Including Prepare Exhibits	\$ 4,277.88	100.00%	\$4,277.88	\$4,277.88	\$0.00
13. Prepare Land Plan to Assist Hunt Development / City of McAllen to Evaluate Alternative Thru Hunt Property	\$ -	0.00%	\$0.00	\$0.00	\$0.00
14. Meet with Hunt Development (Mission - 2 Migs) (2 hrs / Mig)(Inc. Prep Time)	\$ 3,569.91	100.00%	\$3,569.91	\$3,569.91	\$0.00
15. Assist HDR in Developing TIFIA Application	\$ -	0.00%	\$0.00	\$0.00	\$0.00
<b>M. SH 365 Segment No. 4 (US 281 / Military) (4.0 Months)</b>					
1. Oversee Environmental Clearance by Atkins (Included in Item L.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
2. Oversee Engineer in Development of Route Studies / Schematic / Survey / PS&E Development (4.0 Months)	\$ 22,084.47	100.00%	\$22,084.47	\$22,084.47	\$0.00
3. Finalize QA/QC Route Study	\$ 7,390.21	100.00%	\$7,390.21	\$7,390.21	\$0.00
4. Continue to Meet With City of Pharr including Development of Exhibits to Analyze SH 365 (Segment No. 4) (US 281 / I Road / San Juan Area) (2 Migs)	\$ 4,860.21	100.00%	\$4,860.21	\$4,860.21	\$0.00
<b>N. Implementation of GIS Tools - Phase IA</b>					
1. Conduct Stakeholder and Program Management Team GIS user requirements meeting	\$ 5,256.06	100.00%	\$5,256.06	\$5,256.06	\$0.00
2. Develop GIS user requirements documentation and implementation plan	\$ 4,323.28	100.00%	\$4,323.28	\$4,323.28	\$0.00
3. Present user requirements and implementation plan to Stakeholders and Program Management Team	\$ 2,766.54	100.00%	\$2,766.54	\$2,766.54	\$0.00
4. Acquire and integrate Bing Map services	\$ 3,788.88	100.00%	\$3,788.88	\$3,788.88	\$0.00
5. Acquire and integrate existing GIS base map data from local government sources into an ArcGIS Server / SQL Server central database hosted from Dannenbaum's GIS hosting facility	\$ 4,511.52	100.00%	\$4,511.52	\$4,511.52	\$0.00
6. Tile up to three large existing GIS databases acquired from local Government sources for efficient web map rendering of large datasets (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
7. Design, load and integrate HCRMA specific GIS data into an ArcGIS Server / SQL Server central database hosted from Dannenbaum's GIS hosting facility (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
8. QA/QC existing and HCRMA specific GIS database for compliance with Task 1 - Requirements (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
9. Develop login page user interface (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
10. QA/QC login page user interface for compliance with Task 1 - Requirements (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 5:  
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/25/XV  
Invoice Period: 11/01/2013 - 11/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>N. Implementation of GIS Tools - Phase IA (Continued)</b>					
11. Develop ArcGIS Service, map services, Arc MAP, MXD projects files including map symbology (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
12. QA/QC ArcGIS Service, map services, Arc MAP, MXD projects files checking for quality of map symbology and compliance with Task 1 - Requirements (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
13. Develop GIS website map and legend tools on Dannenbaum's application development server (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
14. QA/QC / unit testing of the GIS website map and legend tools (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
15. Migrate GIS website map and legend tools from Dannenbaum's application development server to Dannenbaum's production ArcGIS Server hosting environment (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
16. Develop GIS website map and legend user manual documentation and conduct user training (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
<b>O. Implementation of Project Wise</b>					
1. Project Wise Overview Training (x1 initial kickoff meeting to go over Project Wise functionality and general use in an engineering project office environment)	\$ 2,668.23	100.00%	\$2,668.23	\$2,668.23	\$0.00
2. Project Wise Implementation (Install and configuration hardware and software onsite within DEC McAllen / HCRMA PMO)	\$ 1,803.40	100.00%	\$1,803.40	\$1,803.40	\$0.00
3. Project Wise End User Training (x4 brown bag training sessions to teach PMO users how to manage documents in a Project Wise document controlled environment)	\$ 3,638.60	100.00%	\$3,638.60	\$3,638.60	\$0.00
4. Inventory HCRMA Project Data by Type, User, Organization, Etc.	\$ 13,005.23	100.00%	\$13,005.23	\$13,005.23	\$0.00
5. Conduct Project Wise / GIS Data Maintenance Business Process Workshop (x1 Day for Project Wise / x1 Day for GIS - include lime estimate for key subcontractor participation)	\$ 10,803.64	100.00%	\$10,803.64	\$10,803.64	\$0.00
6. Develop HCRMA Project Wise and GIS data management business process documentation	\$ 10,916.43	100.00%	\$10,916.43	\$10,916.43	\$0.00
7. Data Management End User Training (x4 brown bag training sessions to teach HCRMA PMO Project Wise and GIS data management business processes)	\$ 3,508.05	100.00%	\$3,508.05	\$3,508.05	\$0.00
<b>DIRECT EXPENSES</b>					
Lodging / Hotel (\$100.00 / DAY)	\$ 770.00	100.00%	\$770.00	\$770.00	\$0.00
Meals (\$30.00 / DAY)	\$ 240.00	100.00%	\$240.00	\$240.00	\$0.00
Rental Car	\$ 360.00	100.00%	\$360.00	\$360.00	\$0.00
Air Travel	\$ 4,000.00	100.00%	\$4,000.00	\$4,000.00	\$0.00
Parking	\$ 28.00	100.00%	\$28.00	\$28.00	\$0.00
Overnight Mail - letter size	\$ 1,150.00	100.00%	\$1,150.00	\$1,150.00	\$0.00
Courier Services	\$ 900.00	100.00%	\$900.00	\$900.00	\$0.00
Photocopies B/W (8.5 X 11)	\$ 1,969.79	100.00%	\$1,969.79	\$1,969.79	\$0.00
Photocopies B/W (11 X 17)	\$ 775.00	100.00%	\$775.00	\$775.00	\$0.00
Photocopies Color (8.5 X 11)	\$ 700.00	100.00%	\$700.00	\$700.00	\$0.00
Photocopies Color (11 X 17)	\$ 625.00	100.00%	\$625.00	\$625.00	\$0.00
Color Graphics on Foam Board	\$ 200.00	100.00%	\$200.00	\$200.00	\$0.00
Newspaper Advertisement	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Court Reporter (Public Hearings & Transcription)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Translator (English to Spanish or Sign Language)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Public Involvement Facility Rental	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Public Outreach Liaison (4 Months - September, October, November & December 2012)	\$ 60,000.00	100.00%	\$60,000.00	\$60,000.00	\$0.00

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 5:  
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/25/XV  
Invoice Period: 11/01/2013 - 11/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>DIRECT EXPENSES (Continued)</b>					
Accounting Support Services	\$ 20,000.00	100.00%	\$20,000.00	\$20,000.00	\$0.00
IT / Support Services (includes time on Project Wise Implementation / Data Organization @ 55 hrs)	\$ 8,000.00	100.00%	\$8,000.00	\$8,000.00	\$0.00
Bing Maps Annual Subscription Fee	\$ 7,000.00	100.00%	\$7,000.00	\$7,000.00	\$0.00
Management Support Services	\$ 32,000.00	100.00%	\$32,000.00	\$32,000.00	\$0.00
Community Action Support	\$ 31,500.00	100.00%	\$31,500.00	\$31,500.00	\$0.00
<b>Totals</b>	\$ 769,236.96		\$ 769,236.96	\$ 769,236.96	\$ -

Amount Due This Invoice

\$ -

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

December 4, 2013

Dennis Burleson, Chairman  
Hidalgo County Regional Mobility Authority  
510 South Pleasantview Drive  
Weslaco, Texas 78596

Work Order No. 6:  
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/25/XV  
Invoice Period: 11/01/2013 - 11/30/2013

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A	Coordinate / Update / Assist Executive Director	\$6,123.52	100.00%	\$6,123.52	\$6,123.52	\$0.00
B	Attend / Prepare Data / Report on Various Meetings (6.0 Months)	\$55,067.18	100.00%	\$55,067.18	\$55,067.18	\$0.00
C	Continue to Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy including Updating Strategy (One (1) Updates)	\$2,687.60	100.00%	\$2,687.60	\$2,687.60	\$0.00
D	Continue to Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications or other TxDOT Funding Modification (availability payments-CAT12) for SH 365 Segment 1,2,3 and 4) / Segment No. 4 (US 281 / Military)	\$6,984.88	100.00%	\$6,984.88	\$6,984.88	\$0.00
E	Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System	\$17,620.24	100.00%	\$17,620.24	\$17,620.24	\$0.00
F	Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy)	\$9,684.90	100.00%	\$9,684.90	\$9,684.90	\$0.00
G	Continue to Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements and Finalize Agreements with each entity	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
H	Continue to Finalize and Implement Public Outreach Program with Assistance from Consultant (Pathfinder) and others	\$22,648.44	100.00%	\$22,648.44	\$22,648.44	\$0.00
I	Continued Public Outreach Meetings (Formal Presentation to Council) with the Appropriate Cities (Including Travel and Preparation for Meeting) (4.0 Months)	\$11,941.12	100.00%	\$11,941.12	\$11,941.12	\$0.00
J	Continue the Oversight of C&M Associates, Inc., in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.0 Months)	\$3,240.18	100.00%	\$3,240.18	\$3,240.18	\$0.00
K	Continue to Oversee IBTC (4.0 Months)	\$4,802.28	100.00%	\$4,802.28	\$4,802.28	\$0.00
L	Continue to Oversee SH 365 (Segment 1,2 and 3) (inc. SH 365 at GSA Anzalduas Bridge)(6.0 Months)	\$309,653.23	100.00%	\$309,653.23	\$309,653.23	\$0.00
M	SH 365 Segment No. 4 (US 281 / Military) (6.0 Months)	\$38,917.76	100.00%	\$38,917.76	\$38,917.76	\$0.00
N	Implementation of GIS Tools - Phase IA	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
O	Implementation of Project Wise	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
ODC	Direct Expenses	\$200,463.00	100.00%	\$200,463.00	\$200,463.00	\$0.00
	<b>TOTALS</b>	<b>\$689,834.33</b>	<b>100.00%</b>	<b>\$689,834.33</b>	<b>\$689,834.33</b>	<b>\$0.00</b>

**TOTAL DUE WORK ORDER NO. 6:**

**\$0.00**

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 6:  
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/25/XV  
Invoice Period: 11/01/2013 - 11/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>A. Coordinate / Update / Assist Executive Director</b>					
1.) Educate Executive Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Weekly Mtgs)	\$ 6,123.52	100.00%	\$6,123.52	\$6,123.52	\$0.00
<b>B. Attend / Prepare Data / Report on Various Meetings (6.0 Months)</b>					
1. HCRMA Board Meetings Including Presentation (Monthly) (6 Mtgs) (Inc. Prep Time)	\$ 11,571.60	100.00%	\$11,571.60	\$11,571.60	\$0.00
2. HCRMA Planning Committee Meetings (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 6,313.20	100.00%	\$6,313.20	\$6,313.20	\$0.00
3. HCRMA Finance Committee Meetings (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 6,313.20	100.00%	\$6,313.20	\$6,313.20	\$0.00
4. HCRMA MPO Policy Committee Meeting (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 3,939.90	100.00%	\$3,939.90	\$3,939.90	\$0.00
5. HCRMA MPO Tech Committee Meeting (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 3,108.90	100.00%	\$3,108.90	\$3,108.90	\$0.00
6. Various HCRMA Mtgs w/ Individual Board Members / Special Board Meetings (6 Mtg @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 4,540.16	100.00%	\$4,540.16	\$4,540.16	\$0.00
7. Hidalgo County Meetings w/Staff (2 Mtgs. @2 hr. / Mtg.) (Inc. Prep Time)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
8. Hidalgo County Commissioner Precinct No. 1 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,902.00	100.00%	\$1,902.00	\$1,902.00	\$0.00
9. Hidalgo County Commissioner Precinct No. 2 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,902.00	100.00%	\$1,902.00	\$1,902.00	\$0.00
10. Hidalgo County Commissioner Precinct No. 3 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,902.00	100.00%	\$1,902.00	\$1,902.00	\$0.00
11. Hidalgo County Commissioner Precinct No. 4 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,902.00	100.00%	\$1,902.00	\$1,902.00	\$0.00
12. Attend Meetings TxDOT-Pharr (2 Mtgs. @ 2 hrs. / Mtg.) (Inc. Prep Time)	\$ 1,902.00	100.00%	\$1,902.00	\$1,902.00	\$0.00
13. Attend Meetings TxDOT-Austin includes Travel (1 Mtg. @ 10 hrs. / Mtg.)	\$ 5,905.50	100.00%	\$5,905.50	\$5,905.50	\$0.00
14. Attend Meetings With Senator Hinojosa (1 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,011.72	100.00%	\$1,011.72	\$1,011.72	\$0.00
15. Attend Meeting - 3 days in Washington to Visit Congress/TIFA (1 Mtg.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
16. Attend Hidalgo County Commissioners' Court Meeting (2 Monthly Mtgs.) (3 Mtgs. X 2 hr./Mtg.)	\$ 2,853.00	100.00%	\$2,853.00	\$2,853.00	\$0.00
<b>C. Continue to Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy, Including Updating Strategy (One (1) Update)</b>	\$ 2,687.60	100.00%	\$2,687.60	\$2,687.60	\$0.00
<b>D. Continue to Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications or other TxDOT Funding Modification (availability payments-CAT12) for SH 365 (Segment 1,2,3 and 4) / Segment No. 4 (US 281 / Military)</b>					
1. Meet / Coordinate With TxDOT Pharr (1 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,728.22	100.00%	\$1,728.22	\$1,728.22	\$0.00
2. Meet / Coordinate With TxDOT Austin (1 Mtg @ 10 hrs. / Mtg.)	\$ 3,528.44	100.00%	\$3,528.44	\$3,528.44	\$0.00
3. Finalize Pass Thru Agreements and/or availability payments	\$ 1,728.22	100.00%	\$1,728.22	\$1,728.22	\$0.00
<b>E. Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System</b>					
1. Continue to Input Data for Development of Monthly Reports for HCRMA Board (January 1, 2013 thru July 1, 2013)	\$ 6,069.74	100.00%	\$6,069.74	\$6,069.74	\$0.00
2. Continue to Modify Monthly Reports for HCRMA Needs	\$ 5,826.86	100.00%	\$5,826.86	\$5,826.86	\$0.00
3. Continue to Input Monthly Data and Produce Final Reports for January 1, 2013 thru July 1, 2013	\$ 5,723.64	100.00%	\$5,723.64	\$5,723.64	\$0.00
<b>F. Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy)</b>	\$ 9,684.90	100.00%	\$9,684.90	\$9,684.90	\$0.00
<b>G. Continue to Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements and Finalize Agreements with each entity</b>	\$ -	0.00%	\$0.00	\$0.00	\$0.00

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 6:  
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/25/XV  
Invoice Period: 11/01/2013 - 11/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>H. Continue to Finalize and Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others</b>					
1. Finalize / Implement Public Outreach	\$ 15,510.90	100.00%	\$15,510.90	\$15,510.90	\$0.00
2. Review / Update Website	-	0.00%	\$0.00	\$0.00	\$0.00
3. Develop Monthly Newsletter (Assist Subs)	-	0.00%	\$0.00	\$0.00	\$0.00
4. Begin Development of Branding Loop Project (Assist Subs)	-	0.00%	\$0.00	\$0.00	\$0.00
5. Assist / Develop Support Resolution From All Cities (Total 5 Mtgs.)	\$ 3,778.26	100.00%	\$3,778.26	\$3,778.26	\$0.00
6. Meet with Large Property Owners (SH 365)(Total 2 Mtgs. Including Preparation)	\$ 1,892.16	100.00%	\$1,892.16	\$1,892.16	\$0.00
7. Meet with EDC for the Cities of McAllen / Mission (Total 1 Mtg.)	\$ 1,467.12	100.00%	\$1,467.12	\$1,467.12	\$0.00
8. Meet with Trade Association / Civic Association (US / Mexico) (Total 1 Mtg.)					
<b>I. Continue Public Outreach Meetings (Formal Presentation to Council) with the following Cities (Including Travel and Preparation for Meeting) (4.0 Months):</b>					
1. City of Pharr (2 Mtgs)	\$ 2,739.94	100.00%	\$2,739.94	\$2,739.94	\$0.00
2. City of Granjeno (1 Mtg)	\$ 1,758.58	100.00%	\$1,758.58	\$1,758.58	\$0.00
3. City of Donna (1 Mtg)	-	0.00%	\$0.00	\$0.00	\$0.00
4. City of Weslaco (1 Mtg)	-	0.00%	\$0.00	\$0.00	\$0.00
5. City of Mercedes (1 Mtg)	-	0.00%	\$0.00	\$0.00	\$0.00
6. City of Edcouch (1 Mtg)	-	0.00%	\$0.00	\$0.00	\$0.00
7. City of McAllen (2 Mtgs.)	\$ 3,721.30	100.00%	\$3,721.30	\$3,721.30	\$0.00
8. City of Mission (2 Mtgs.)	\$ 3,721.30	100.00%	\$3,721.30	\$3,721.30	\$0.00
9. City of Penitas (1 Mtg)	-	0.00%	\$0.00	\$0.00	\$0.00
10. City of Palmview (1 Mtg)	-	0.00%	\$0.00	\$0.00	\$0.00
11. City of La Joya (1 Mtg)	-	0.00%	\$0.00	\$0.00	\$0.00
12. City of Edinburg (2 Mtgs)	-	0.00%	\$0.00	\$0.00	\$0.00
13. City of Sullivan City (1 Mtg)	-	0.00%	\$0.00	\$0.00	\$0.00
<b>J. Continue the Oversight of C&amp;M Associates, Inc., in Developing the Update of the T&amp;R Studies / Financing Alternatives (FSW) (4.0 Months)</b>					
1. SH 365 Segment 1,2,3 and 4 / IBTC / Segment D & La Joya Relief Route (Assisted by HDR)	-	0.00%	\$0.00	\$0.00	\$0.00
2. Update Strategic Plan for New Funding (Modification in Limits / Schedule / Funding Type)	-	0.00%	\$0.00	\$0.00	\$0.00
3. Verify Revised Strategic Plan after New T&R Numbers (Work with First Southwest)	\$ 3,240.18	100.00%	\$3,240.18	\$3,240.18	\$0.00
<b>K. Continue to Oversee IBTC (4.0 Months)</b>					
1. Modify RFP and Procure Engineering Services (Including Environmental and Low Level Flight)	-	0.00%	\$0.00	\$0.00	\$0.00
2. Continue to Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (4.0 Months)	\$ 4,802.28	100.00%	\$4,802.28	\$4,802.28	\$0.00
3. Oversee IBTC Drainage Studies	-	0.00%	\$0.00	\$0.00	\$0.00
4. Oversee Low Level Flight (Assisted by Aranda & Associates - Lead)	-	0.00%	\$0.00	\$0.00	\$0.00
5. QA/QC Drainage Study (60%)	-	0.00%	\$0.00	\$0.00	\$0.00
6. QA/QC Low Level Flight (Aranda)	-	0.00%	\$0.00	\$0.00	\$0.00
7. Attend Meeting with USIBWC (1) (Combined with SH 365)	-	0.00%	\$0.00	\$0.00	\$0.00
8. Attend Meeting with USACOE (1) (Combined with SH 365)	-	0.00%	\$0.00	\$0.00	\$0.00
9. Attend Meeting with US Fish and Wildlife (1)(Combined with SH 365)	-	0.00%	\$0.00	\$0.00	\$0.00

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 6:

Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 46520125/XV  
Invoice Period: 11/01/2013 - 11/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>L. Continue to Oversee SH 365 (Segment 1, 2 &amp; 3) (Inc. SH 365 at GSA Anzalduas Bridge)(6.0 Months)</b>					
1. Continue to Oversee Environmental Clearance By Atkins (EA) includes Negotiating Limits to FM 1016 (Assisted by Blanton & Assoc. - Lead)	\$ 65,179.51	100.00%	\$65,179.51	\$65,179.51	\$0.00
2. Continue to Oversee Drainage Studies / Utilities Produced By L&G Engineering / S&B Infrastructure including Segment No. 3. Also, (W.A. No. 1)	\$ 64,918.66	100.00%	\$64,918.66	\$64,918.66	\$0.00
3. Continue to QA/QC Drainage Study (90%)	\$ 3,938.40	100.00%	\$3,938.40	\$3,938.40	\$0.00
4. Attend Meeting With USBWC (1 Mtg. - El Paso)	\$ 4,459.76	100.00%	\$4,459.76	\$4,459.76	\$0.00
5. Attend Meeting With USACOE ( 1 Mtg. - HST)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
6. Attend Meeting With US Fish & Wildlife (1 Mtg. - RGV)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
7. Attend Meeting With TxDOT Austin / FHWA (1 Mtg. - Austin)	\$ 4,694.28	100.00%	\$4,694.28	\$4,694.28	\$0.00
8. Continue to Oversee / Development of 4-Lane Schematic (L&G Engineering and S&B Infrastructure) (W.A. No. 1)	\$ 49,511.86	100.00%	\$49,511.86	\$49,511.86	\$0.00
9. QA/QC Schematic (100%)	\$ 32,907.94	100.00%	\$32,907.94	\$32,907.94	\$0.00
10. Prepare Decision Matrix for Environmental Consultant (in Work Authorization 4)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
11. Continue to Oversee Surveyors including Right of Entry Assistance for 52 Parcels (DOS Logistics / Quintanilla) (Assisted by Aranda and Associates - Lead)	\$ 57,702.70	100.00%	\$57,702.70	\$57,702.70	\$0.00
12. Hold / Lead Public Involvement Meeting (1 Additional Mtg.) Including Prepare Exhibits	\$ 19,200.30	100.00%	\$19,200.30	\$19,200.30	\$0.00
13. Prepare Land Plan to Assist Hunt Development / City of McAllen to Evaluate Alternative Thru Hunt Property	\$ -	0.00%	\$0.00	\$0.00	\$0.00
14. Meet with Hunt Development (Mission - 2 Mtgs) (2 hrs / Mtg)(Inc. Prep Time)	\$ 7,139.82	100.00%	\$7,139.82	\$7,139.82	\$0.00
15. Assist HDR in Developing TIFIA Application	\$ -	0.00%	\$0.00	\$0.00	\$0.00
<b>M. SH 365 Segment No. 4 (US 281 / Military) (6.0 Months)</b>					
1. Oversee Environmental Clearance by Atkins (Included in Item L.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
2. Oversee Engineer in Development of Route Studies / Schematic / Survey / PS&E Development (4.0 Months)	\$ 25,845.54	100.00%	\$25,845.54	\$25,845.54	\$0.00
3. Finalize QA/QC Route Study	\$ 6,591.94	100.00%	\$6,591.94	\$6,591.94	\$0.00
4. Continue to Meet With City of Pharr Including Development of Exhibits to Analyze SH 365 (Segment No. 4) (US 281 / I Road / San Juan Area) (2 Mtgs)	\$ 6,480.28	100.00%	\$6,480.28	\$6,480.28	\$0.00
<b>N. Implementation of GIS Tools - Phase IA</b>					
1. Conduct Stakeholder and Program Management Team GIS user requirements meeting	\$ -	0.00%	\$0.00	\$0.00	\$0.00
2. Develop GIS user requirements documentation and implementation plan	\$ -	0.00%	\$0.00	\$0.00	\$0.00
3. Present user requirements and implementation plan to Stakeholders and Program Management Team	\$ -	0.00%	\$0.00	\$0.00	\$0.00
4. Acquire and integrate Bing Map services	\$ -	0.00%	\$0.00	\$0.00	\$0.00
5. Acquire and integrate existing GIS base map data from local government sources into an ArcGIS Server / SQL Server central database hosted from Dannenbaum's GIS hosting facility	\$ -	0.00%	\$0.00	\$0.00	\$0.00
6. Title up to three large existing GIS databases acquired from local Government sources for efficient web map rendering of large datasets (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
7. Design, load and integrate HCRMA specific GIS data into an ArcGIS Server / SQL Server central database hosted from Dannenbaum's GIS hosting facility (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
8. QA/QC existing and HCRMA specific GIS database for compliance with Task 1 - Requirements (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
9. Develop login page user interface (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
10. QA/QC login page user interface for compliance with Task A - Requirements (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 6:  
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/25/XV  
Invoice Period: 11/01/2013 - 11/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>N. Implementation of GIS Tools - Phase IA (Continued)</b>					
11. Develop ArcGIS Service, map services, Arc MAP, MXD projects files including map symbology (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
12. QA/QC ArcGIS Service, map services, Arc MAP, MXD projects files checking for quality of map symbology and compliance with Task 1 - Requirements (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
13. Develop GIS website map and legend tools on Dannenbaum's application development server (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
14. QA/QC / unit testing of the GIS website map and legend tools (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
15. Migrate GIS website map and legend tools from Dannenbaum's application development server to Dannenbaum's production ArcGIS Server hosting environment (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
16. Develop GIS website map and legend user manual documentation and conduct user training (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
<b>O. Implementation of Project Wise</b>					
1. Project Wise Overview Training (x1 initial kickoff meeting to go over Project Wise functionality and general use in an engineering project office environment)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
2. Project Wise Implementation (Instial and configuration hardware and software onsite within DEC McAllen / HCRMA PMO)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
3. Project Wise End User Training (x4 brown bag training sessions to teach PMO users how to manage documents in a Project Wise document controlled environment)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
4. Inventory HCRMA Project Data by Type, User, Organization, Etc.	\$ -	0.00%	\$0.00	\$0.00	\$0.00
5. Conduct Project Wise / GIS Data Maintenance Business Process Workshop (x1 Day for Project Wise / x1 Day for GIS - include time estimate for key subcontractor participation)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
6. Develop HCRMA Project Wise and GIS data management business process documentation	\$ -	0.00%	\$0.00	\$0.00	\$0.00
7. Data Management End User Training (x4 brown bag training sessions to teach HCRMA PMO Project Wise and GIS data management business processes)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
<b>DIRECT EXPENSES</b>					
Lodging / Hotel (\$100.00 / DAY)	\$ 200.00	100.00%	\$200.00	\$200.00	\$0.00
Meals (\$30.00 / DAY)	\$ 60.00	100.00%	\$60.00	\$60.00	\$0.00
Rental Car	\$ 180.00	100.00%	\$180.00	\$180.00	\$0.00
Air Travel	\$ 1,000.00	100.00%	\$1,000.00	\$1,000.00	\$0.00
Parking	\$ 28.00	100.00%	\$28.00	\$28.00	\$0.00
Overnight Mail - letter size	\$ 1,150.00	100.00%	\$1,150.00	\$1,150.00	\$0.00
Courier Services	\$ 500.00	100.00%	\$500.00	\$500.00	\$0.00
Photocopies B/W (8.5 X 11)	\$ 2,000.00	100.00%	\$2,000.00	\$2,000.00	\$0.00
Photocopies B/W (11 X 17)	\$ 750.00	100.00%	\$750.00	\$750.00	\$0.00
Photocopies Color (8.5 X 11)	\$ 700.00	100.00%	\$700.00	\$700.00	\$0.00
Photocopies Color (11 X 17)	\$ 625.00	100.00%	\$625.00	\$625.00	\$0.00
Color Graphics on Foam Board	\$ 270.00	100.00%	\$270.00	\$270.00	\$0.00
Newspaper Advertisement	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Court Reporter (Public Hearings & Transcription)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Translator (English to Spanish or Sign Language)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Public Involvement Facility Rental	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Public Outreach Liaison (6 Months - Jan., Feb., Mar., Apr., May, June, 2013)	\$ 90,000.00	100.00%	\$90,000.00	\$90,000.00	\$0.00

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 6:  
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/25/XV  
Invoice Period: 11/01/2013 - 11/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>DIRECT EXPENSES (Continued)</b>					
Accounting Support Services	\$ 10,000.00	100.00%	\$10,000.00	\$10,000.00	\$0.00
IT / Support Services (includes time on Project Wise Implementation / Data Organization @ 55 hrs)	\$ 8,000.00	100.00%	\$8,000.00	\$8,000.00	\$0.00
Bing Maps Annual Subscription Fee	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Management Support Services	\$ 40,000.00	100.00%	\$40,000.00	\$40,000.00	\$0.00
Community Action Support	\$ 45,000.00	100.00%	\$45,000.00	\$45,000.00	\$0.00
<b>Totals</b>	<b>\$ 689,834.33</b>		<b>\$ 689,834.33</b>	<b>\$ 689,834.33</b>	<b>\$ -</b>

Amount Due This Invoice

\$ -

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 6: Supplemental Agreement No. 1 to WO 6 - Sketch Level Assessment of Potential Truck Diversion from Nogales Poe to Texas  
 Invoice Number: 465201/25/XV  
 Invoice Period: 11/01/2013 - 11/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A. Oversight of Sketch Level Assessment	\$ 5,654.52	100.00%	\$5,654.52	\$5,654.52	\$0.00
B. Review/Comment of Sketch Level Assessment	\$ 5,654.52	100.00%	\$5,654.52	\$5,654.52	\$0.00
C&M Associates, Inc. - Traffic and Revenue	\$ 70,000.00	100.00%	\$70,000.00	\$70,000.00	\$0.00
<b>Totals</b>	<b>\$ 81,309.04</b>		<b>\$81,309.04</b>	<b>\$81,309.04</b>	<b>\$0.00</b>

Amount Due This Invoice

\$ -

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 6:  
Supplemental Agreement No. 2 to WO 6 - Value Engineering Report for SH 365

Invoice Number: 465201/25/XV  
Invoice Period: 11/01/2013 - 11/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>A. Pre- and Post-Workshop</b>					
1) Project Management	\$ 3,714.78	100.00%	\$3,714.78	\$3,714.78	\$0.00
2) Pre-Workshop planning, information review, draft functional analysis	\$ 6,481.36	100.00%	\$6,481.36	\$6,481.36	\$0.00
3) Prepare Draft VE report, circulate for comment, finalize VE report	\$ 19,097.92	100.00%	\$19,097.92	\$19,097.92	\$0.00
<b>B. Value Engineering Workshop (Mon-Fri)</b>					
1) Travel time allowance	\$ 16,378.40	100.00%	\$16,378.40	\$16,378.40	\$0.00
2) VE Workshop	\$ 93,399.84	100.00%	\$93,399.84	\$93,399.84	\$0.00
<b>DIRECT EXPENSES</b>					
Lodging / Hotel (\$100.00 / DAY)	\$ 2,000.00	100.00%	\$2,000.00	\$2,000.00	\$0.00
Meals (\$30.00 / DAY)	\$ 900.00	100.00%	\$900.00	\$900.00	\$0.00
Rental Car	\$ 780.00	100.00%	\$780.00	\$780.00	\$0.00
Air Travel	\$ 4,900.00	100.00%	\$4,900.00	\$4,900.00	\$0.00
Parking	\$ 300.00	100.00%	\$300.00	\$300.00	\$0.00
Overnight Mail - letter size	\$ 163.00	100.00%	\$163.00	\$163.00	\$0.00
Courier Services	\$ 100.00	100.00%	\$100.00	\$100.00	\$0.00
Photocopies B/W (8.5 X 11)	\$ 50.00	100.00%	\$50.00	\$50.00	\$0.00
Photocopies B/W (11 X 17)	\$ 20.00	100.00%	\$20.00	\$20.00	\$0.00
Photocopies Color (8.5 X 11)	\$ 350.00	100.00%	\$350.00	\$350.00	\$0.00
Photocopies Color (11 X 17)	\$ 125.00	100.00%	\$125.00	\$125.00	\$0.00
Presentation Boards 30" x 40" Color Mounted	\$ 360.00	100.00%	\$360.00	\$360.00	\$0.00
<b>Totals</b>	\$ 149,120.30		\$149,120.30	\$149,120.30	\$ -

Amount Due This Invoice

\$ -

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 6:  
Supplemental Agreement No. 3 to WO 6 - IBTC Low Level Flight

Invoice Number: 466201/25/XV  
Invoice Period: 11/01/2013 - 11/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>FC 145 - PROJECT MANAGEMENT AND ADMINISTRATION (FC 110 TO FC 160) (5 MONTHS)</b>					
Project Management	\$ 3,218.16	100.00%	\$3,218.16	\$3,218.16	\$0.00
Coordination/Prepare Sub Contracts (1-Total)	\$ 1,396.56	100.00%	\$1,396.56	\$1,396.56	\$0.00
Manage Subconsultant Contracts (1-Total x 2-Mhrs/Mo Ea. x 5 Mos)	\$ 3,096.72	100.00%	\$3,096.72	\$3,096.72	\$0.00
Preparation of Invoices and Progress Reports (1 Per. Mo X 5 Mos = 5 EA)	\$ 2,307.36	100.00%	\$2,307.36	\$2,307.36	\$0.00
Monitor Subproviders' Schedules on Monthly Basis (1 EA FOR 4 MONTHS)	\$ 2,307.36	100.00%	\$2,307.36	\$2,307.36	\$0.00
Prepare Monthly Project Schedule Update (5 EA)	\$ 1,366.20	100.00%	\$1,366.20	\$1,366.20	\$0.00
Organize and Upload Electronic File Deliverables	\$ 3,388.16	100.00%	\$3,388.16	\$0.00	\$3,388.16
QC/QA - Revised Draft Schematic ( 1 Submittal)	\$ 6,046.04	100.00%	\$6,046.04	\$0.00	\$6,046.04
QC/QA - Final Schematic ( 1 Submittal)	\$ 5,331.48	100.00%	\$5,331.48	\$0.00	\$5,331.48
QC/QA - Survey	\$ 8,841.36	100.00%	\$8,841.36	\$8,841.36	\$0.00
<b>FC 150 - FIELD SURVEYING AND PHOTOGRAMMETRY</b>					
Remove Existing DTM from Original Flight	\$ 922.92	100.00%	\$922.92	\$922.92	\$0.00
Update and Verify New Flight DTM File	\$ 3,367.98	100.00%	\$3,367.98	\$3,367.98	\$0.00
Right of Entry - Coordination, Administration, Research and Abstracting	\$ 48,900.00	100.00%	\$48,900.00	\$48,900.00	\$0.00
Preliminary Data Acquisition - Update Ownership Information and Maps	\$ 5,783.36	100.00%	\$5,783.36	\$5,783.36	\$0.00
Establish Primary Control Network	\$ 33,502.80	100.00%	\$33,502.80	\$33,502.80	\$0.00
Establish Secondary Control Network Along Proposed Centerline	\$ 25,269.56	100.00%	\$25,269.56	\$25,269.56	\$0.00
Establish Aerial Target Network for Design Level Photogrammetry	\$ 60,902.08	100.00%	\$60,902.08	\$60,902.08	\$0.00
Alignment Control	\$ 42,585.95	100.00%	\$42,585.95	\$42,585.95	\$0.00
Aerial Survey	\$ 63,885.56	100.00%	\$63,885.56	\$63,885.56	\$0.00
<b>FC 160 - UPDATE SCHEMATIC BASED ON NEW DTM</b>					
Update Horizontal Alignment Based on New DTM	\$ 4,930.36	100.00%	\$4,930.36	\$4,930.36	\$0.00
Update Vertical Alignment Based on New DTM	\$ 4,930.36	100.00%	\$4,930.36	\$4,930.36	\$0.00
Update ROW File Based on Revised Corner Clips	\$ 3,084.52	100.00%	\$3,084.52	\$3,084.52	\$0.00
Update Roadway Master Design File	\$ 5,515.34	100.00%	\$5,515.34	\$5,515.34	\$0.00
Verify and Update Topo File	\$ 3,550.12	100.00%	\$3,550.12	\$3,550.12	\$0.00
<b>DIRECT EXPENSES</b>					
Overnight Mail - letter size	\$ 400.00	100.00%	\$400.00	\$400.00	\$0.00
Courier Services	\$ 1,000.00	100.00%	\$1,000.00	\$1,000.00	\$0.00
Photocopies Color (11 X 17)	\$ 250.00	100.00%	\$250.00	\$250.00	\$0.00
Plots (Color on Bond) (4 Plots @ 40" each)	\$ 640.00	100.00%	\$640.00	\$640.00	\$0.00
<b>Totals</b>	\$ 346,720.31		\$ 346,720.31	\$ 331,954.63	\$ 14,765.68

Amount Due This Invoice

\$ 14,765.68

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 6: Supplemental Agreement No. 4 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach Invoice Number: 465201/25/XV Invoice Period: 11/01/2013 - 11/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>A. Coordinate / Update / Assist Executive Director</b>					
1.) Continue to Educate Executive Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Weekly Mtgs) from July 1, 2013 to December 31, 2013	\$ 6,123.52	83.00%	\$5,082.52	\$3,061.76	\$2,020.76
<b>B. Attend / Prepare Data / Report on Various Meetings (6.0 Months) July 1, 2013 through December 31, 2013</b>					
1. HCRMA Board Meetings Including Presentation (Monthly) (6 Mtgs) (Inc. Prep Time)	\$ 11,571.60	83.00%	\$9,604.43	\$5,785.80	\$3,818.63
2. HCRMA Planning Committee Meetings (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 6,313.20	83.00%	\$5,239.96	\$3,156.60	\$2,083.36
3. HCRMA Finance Committee Meetings (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 3,156.60	83.00%	\$2,619.98	\$1,578.30	\$1,041.68
4. HCRMA MPO Policy Committee Meeting (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 3,939.90	83.00%	\$3,270.12	\$1,969.95	\$1,300.17
5. HCRMA MPO Tech Committee Meeting (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 3,108.90	83.00%	\$2,580.39	\$1,554.45	\$1,025.94
6. Various HCRMA Mtgs w/ Individual Board Members / Special Board Meetings (6 Mtg @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 4,540.16	83.00%	\$3,768.33	\$2,270.08	\$1,498.25
7. Hidalgo County Meetings w/Staff (2 Mtgs. @ 2 hr. / Mtg.) (Inc. Prep Time)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
8. Hidalgo County Commissioner Precinct No. 1 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,902.00	83.00%	\$1,578.66	\$1,426.50	\$152.16
9. Hidalgo County Commissioner Precinct No. 2 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,902.00	83.00%	\$1,578.66	\$1,426.50	\$152.16
10. Hidalgo County Commissioner Precinct No. 3 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,902.00	83.00%	\$1,578.66	\$951.00	\$627.66
11. Hidalgo County Commissioner Precinct No. 4 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,902.00	83.00%	\$1,578.66	\$951.00	\$627.66
12. Attend Meetings TxDOT-Pharr (2 Mtgs. @ 2 hrs. / Mtg.) (Inc. Prep Time)	\$ 1,902.00	83.00%	\$1,578.66	\$1,426.50	\$152.16
13. Attend Meetings TxDOT-Austin includes Travel (1 Mtg. @ 10 hrs. / Mtg.)	\$ 3,388.78	100.00%	\$3,388.78	\$3,388.78	\$0.00
14. Attend Meetings With Legislators (1 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,011.72	100.00%	\$1,011.72	\$1,011.72	\$0.00
15. Attend Meeting - 3 days in Washington to Visit Congress/TIFA (1 Mtg.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
16. Attend Hidalgo County Commissioners' Court Meeting (3 Mtgs. X 2 hr./Mtg.)	\$ 2,853.00	83.00%	\$2,367.99	\$1,426.50	\$941.49
<b>C. Continue to Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy, Including Updating Strategy (One (1) Update) from July 1, 2013 to December 31, 2013</b>	\$ 5,132.32	83.00%	\$4,259.83	\$2,566.16	\$1,693.67
<b>D. Continue to Negotiate / Coordinate with TxDOT on TxDOT Funding Modification (availability payments-CAT12) for SH 365 (Segment 1,2,3 and 4) / Segment No. 4 (US 281 / Military) from July 1, 2013 to December 31, 2013</b>					
1. Meet / Coordinate With TxDOT Pharr (1 Mtg. @ 2 hrs. / Mtg.)	\$ 1,728.22	83.00%	\$1,434.42	\$864.11	\$570.31
2. Meet / Coordinate With TxDOT Austin (2 Mtgs. @ 10 hrs. / Mtg.)	\$ 7,579.08	83.00%	\$6,290.84	\$3,789.54	\$2,501.10
3. Finalize Availability Payments with TxDOT	\$ 2,566.16	83.00%	\$2,129.91	\$1,283.08	\$846.83
<b>E. Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System from July 1, 2013 to December 31, 2013</b>					
1. Continue to Input Data for Development of Monthly Reports for HCRMA Board (July 1, 2013 thru December 31, 2013)	\$ 6,069.74	83.00%	\$5,037.88	\$3,034.87	\$2,003.01
2. Continue to Modify Monthly Reports for HCRMA Needs	\$ 5,826.86	83.00%	\$4,836.29	\$2,913.43	\$1,922.86
3. Continue to Input Monthly Data and Produce Final Reports for July 1, 2013 thru December 31, 2013	\$ 5,723.64	83.00%	\$4,750.62	\$2,861.82	\$1,888.80
<b>F. Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy) from July 1, 2013 through December 31, 2013</b>	\$ 9,684.90	83.00%	\$8,038.47	\$4,842.45	\$3,196.02
<b>G. Continue to Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements and Finalize Agreements with each entity</b>					
1. Research/Develop/Assist in Creating and Inputting of Data for Around 485 Parcels within TRZ to Assure Accuracy	\$ 62,661.60	40.00%	\$25,064.64	\$9,399.24	\$15,665.40

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 6:  
Supplemental Agreement No. 4 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/25/XV  
Invoice Period: 11/01/2013 - 11/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>H. Continue to Finalize and Implement Public Outreach Program Managing with Assistance from Consultants from July 1, 2013 to December 31, 2013</b>					
1. Finalize / Implement Public Outreach	\$ 15,510.90	83.00%	\$12,874.05	\$9,306.54	\$3,567.51
2. Review / Update Website	\$ -	0.00%	\$0.00	\$0.00	\$0.00
3. Develop Monthly Newsletter (Assist Subs)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
4. Begin Development of Branding Loop Project (Assist Subs)	\$ 11,580.84	83.00%	\$9,612.10	\$5,790.42	\$3,821.68
5. Assist / Develop Support Resolution From All Cities (Total 5 Mtgs.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
6. Meet with Large Property Owners (SH 365)(Total 2 Mtgs. Including Preparation)	\$ 3,778.26	100.00%	\$3,778.26	\$3,778.26	\$0.00
7. Meet with EDC for the Cities of McAllen / Mission (Total 1 Mtg.)	\$ 1,892.16	83.00%	\$1,570.49	\$1,419.12	\$151.37
8. Meet with Trade Association / Civic Association (US / Mexico)(Total 1 Mtg.)	\$ 1,467.12	83.00%	\$1,217.71	\$1,100.34	\$117.37
<b>I. Continue Public Outreach Meetings (Formal Presentation to Council) with the following Cities (Including Travel and Preparation for Meeting) (6.0 Months)(from July 1, 2013 to December 1, 2013):</b>					
1. City of Pharr (2 Mtgs)	\$ 2,739.94	100.00%	\$2,739.94	\$2,739.94	\$0.00
2. City of Granjeno (1 Mtg)	\$ 1,758.58	100.00%	\$1,758.58	\$1,758.58	\$0.00
3. City of Donna (1 Mtg)	\$ 1,728.22	100.00%	\$1,728.22	\$1,728.22	\$0.00
4. City of Weslaco (1 Mtg)	\$ 1,728.22	100.00%	\$1,728.22	\$1,728.22	\$0.00
5. City of Mercedes (1 Mtg)	\$ 1,728.22	100.00%	\$1,728.22	\$1,728.22	\$0.00
6. City of Edcouch (1 Mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
7. City of McAllen (2 Mtgs.)	\$ 3,721.30	100.00%	\$3,721.30	\$3,721.30	\$0.00
8. City of Mission (2 Mtgs.)	\$ 3,721.30	100.00%	\$3,721.30	\$3,721.30	\$0.00
9. City of Penitas (1 Mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
10. City of Palmview (1 Mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
11. City of La Joya (1 Mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
12. City of Edinburg (2 Mtgs)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
13. City of Sullivan City (1 Mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
<b>J. Continue the Oversight of C&amp;M Associates, Inc., in Developing the Overweight Corridor Study (6.0 months) from July 1, 2013 to December 31, 2013</b>					
1. Implementation of C&M Overweight Corridor Study	\$ 4,367.24	83.00%	\$3,624.81	\$3,057.07	\$567.74
2. Update Strategic Plan for Funding (Project Funding from Overweight Permits / Additional TxDOT Funding/Leverage)	\$ 8,544.84	83.00%	\$7,092.22	\$5,554.15	\$1,538.07
3. Coordinate with development of overweight corridor	\$ 7,512.56	83.00%	\$6,235.42	\$4,883.16	\$1,352.26
<b>K. Continue to Oversee IBTC (6.0 Months) from July 1, 2013 to December 1, 2013</b>					
1. Assist HCRMA E.D. to Modify RFP and Procure Engineering Services (Including Contract Negotiations for Main Contract and WA No. 1) for each Project Assumes (2 Projects)	\$ 29,862.78	83.00%	\$24,786.11	\$14,931.39	\$9,854.72
2. Assist HCRMA E.D. to Develop RFQ, Procure Surveyors for Right of Way mapping (Including Contract Negotiations for Main Contract and WA No. 1 assumes 3 Surveyors (Assist by Aranda & Associates))	\$ 12,163.78	83.00%	\$10,095.94	\$6,081.89	\$4,014.05
3. Assist HCRMA E.D. to Develop RFQ, Procure Geotechnical Consultant for Geotechnical work for all of IBTC assume one project	\$ 4,027.18	83.00%	\$3,342.56	\$2,013.59	\$1,328.97
4. Continue to Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (6.0 Months)	\$ 50,790.94	83.00%	\$42,156.48	\$25,395.47	\$16,761.01
5. Oversee IBTC Drainage Studies (Nov. 1, 2013 to Dec. 31, 2013) (2.0 Months)	\$ 8,909.12	0.00%	\$0.00	\$0.00	\$0.00
6. Oversee Low Level Flight (Assisted by Aranda & Associates - Lead) (including previous)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
7. QA/QC Drainage Study (60%)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
8. QA/QC Low Level Flight (Aranda) (Including previous)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
9. Attend Meeting with USBWC (1) (Combined with SH 365) in El Paso	\$ -	0.00%	\$0.00	\$0.00	\$0.00

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 6:  
Supplemental Agreement No. 4 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 46520125/1XV  
Invoice Period: 11/01/2013 - 11/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>K. Continue to Oversee IBTC (6.0 Months) from July 1, 2013 to December 1, 2013 (continued)</b>					
10. Attend Meeting with USACOE (1) (Combined with SH 365)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
11. Attend Meeting with US Fish and Wildlife (1)	\$ 2,812.80	0.00%	\$0.00	\$0.00	\$0.00
<b>L. Continue to Oversee SH 365 (Segment 1, 2 &amp; 3) (Inc. SH 365 at GSA Anzauldus Bridge)(6.0 Months) from July 1, 2013 to December 31, 2013</b>					
1. Continue to Oversee Environmental Clearance By Atkins (EA) includes Negotiating Limits to FM 1016 (Assisted by Blanton & Assoc. - Lead)	\$ 85,371.13	83.00%	\$70,858.04	\$56,344.95	\$14,513.09
2. Continue to Oversee Drainage Studies / Utilities / Pavement Design Produced By L&G Engineering / S&B Infrastructure including Segment No. 3. Also, (W.A. No. 1)	\$ 51,171.52	83.00%	\$42,472.36	\$33,773.20	\$8,699.16
3. Continue to QA/QC Drainage Study (90%)	\$ 12,937.22	83.00%	\$10,737.89	\$6,468.61	\$4,269.28
4. Attend Meeting With USBWC (1 Mig. - El Paso) (Including IBTC)	\$ 5,544.34	100.00%	\$5,544.34	\$5,544.34	\$0.00
5. Attend Meeting With USACOE (1 Mig. - HST)	\$ 5,544.34	0.00%	\$0.00	\$0.00	\$0.00
6. Attend Meeting With US Fish & Wildlife (1 Mig. - RGV) (Included in IBTC)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
7. Attend Meeting With TxDOT Austin / FHWA (1 Mig. - Austin)	\$ 4,694.28	83.00%	\$3,896.25	\$2,347.14	\$1,549.11
8. Continue to Oversee / Development of 4-Lane Schematic (L&G Engineering and S&B Infrastructure) (W.A. No. 1)	\$ 22,267.48	83.00%	\$18,482.01	\$14,696.54	\$3,785.47
9. QA/QC Schematic (100%)	\$ 29,264.82	83.00%	\$24,289.80	\$19,314.78	\$4,975.02
10. Prepare Decision Matrix for Environmental Consultant	\$ -	0.00%	\$0.00	\$0.00	\$0.00
11. Continue to Oversee Surveyors including Right of Entry Assistance for 100 Parcels (DOS Logistics / Quintanilla) (Assisted by Aranda and Associates - Lead)	\$ 3,968.78	83.00%	\$3,294.09	\$2,619.39	\$674.70
12. Hold / Lead Public Involvement Meeting (1 Additional Mig.) Including Prepare Exhibits	\$ 19,200.30	20.00%	\$3,840.06	\$3,840.06	\$0.00
13. Negotiate/Prepare W.A. No. 2 with L&G & S&B for PS&E Development including monitoring PS&E Development from 9/1/13 to 12/31/13 (4 Months)	\$ 42,197.02	83.00%	\$35,023.53	\$27,850.03	\$7,173.50
14. Negotiate/Prepare W.A. No. 2 for DOS and Quintanilla for SH 365 (Assist by Aranda & Associates)	\$ 71,198.50	83.00%	\$59,094.76	\$49,838.95	\$9,255.81
15. Meet with Hunt Development (Mission - 2 Migs) (2 hrs / Mig) (Inc. Prep Time)	\$ 7,139.82	83.00%	\$5,926.05	\$4,997.87	\$928.18
16. Assist HDR in Developing TIFIA Application (NOT in this supplemental)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
<b>M. Continue to Oversee SH 365 Segment No. 4 (US 281 / Military) (6.0 Months) from July 1, 2013 to December 1, 2013</b>					
1. Oversee Environmental Clearance by Atkins (Included in Item L.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
2. Oversee Engineer in Development of Drainage / Utilities / Schematic / Survey / Warrant Studies / Illumination Studies (6.0 Months)	\$ 59,802.88	83.00%	\$49,636.39	\$39,469.90	\$10,166.49
3. Negotiate / Prepare WA No. 3 for TEDSI for Preparation of PS&E and Monitor PS&E for 11/1/13 to 12/31/13 (2.0 Months)	\$ 24,628.72	60.00%	\$14,777.23	\$9,851.49	\$4,925.74
4. Continue to Meet With City of Pharr Including Development of Exhibits to Analyze SH 365 (Segment No. 4) (US 281 / Road / San Juan Area) (2 Migs)	\$ 6,480.28	90.00%	\$5,832.25	\$5,508.24	\$324.01
<b>N. Implementation of GIS Tools</b>					
<b>User Requirements</b>					
1. Conduct Stakeholder and Program Management Team GIS user requirements meeting	\$ 3,716.08	83.00%	\$3,084.35	\$2,452.61	\$631.74
2. Develop GIS user requirements documentation and implementation plan	\$ 4,323.28	83.00%	\$3,586.32	\$2,853.36	\$734.96
3. Present user requirements and implementation plan to Stakeholders and Program Management Team	\$ 621.23	83.00%	\$515.62	\$410.01	\$105.61
<b>Database</b>					
1. Design, load and integrate HCRMA specific GIS data into an ArcGIS Server / SQL Server central database with ProjectWise documents	\$ 31,428.96	83.00%	\$26,066.04	\$20,743.11	\$5,342.93
2. QA/QC existing and HCRMA specific GIS database for compliance with Requirements	\$ 4,176.43	83.00%	\$3,466.44	\$2,756.44	\$710.00

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 6: Supplemental Agreement No. 4 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach Invoice Number: 465201/25/XV Invoice Period: 11/01/2013 - 11/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>N. Implementation of GIS Tools (Continued)</b>					
<b>Information Management Tools</b>					
1. Develop GIS roadway information management tools on Dannenbaum's application development server	\$ 12,629.60	95.00%	\$11,998.12	\$8,335.54	\$3,662.58
2. Integrate document access through ArcGIS Server website application to documents being managed through ProjectWise	\$ 3,788.88	83.00%	\$3,144.77	\$2,500.66	\$644.11
3. QA/QC / unit testing of the GIS roadway information management tools	\$ 8,913.68	83.00%	\$7,398.35	\$5,883.03	\$1,515.32
4. Migrate GIS roadway information management tools from Dannenbaum's application development server to Dannenbaum's production ArcGIS Server hosting environment	\$ 1,569.60	83.00%	\$1,302.77	\$1,035.94	\$266.83
5. Develop GIS roadway information management tools user manual documentation and conduct user training	\$ 3,088.30	95.00%	\$2,933.89	\$2,038.28	\$895.61
<b>ROW Acquisition Tools</b>					
1. Develop ROW acquisition tools on Dannenbaum's application development server	\$ 3,788.88	100.00%	\$3,788.88	\$3,788.88	\$0.00
2. QA/QC / unit testing of the ROW acquisition tools	\$ 2,543.01	100.00%	\$2,543.01	\$2,543.01	\$0.00
3. Migrate ROW acquisition tools from Dannenbaum's application development server to Dannenbaum's production ArcGIS server hosting environment	\$ 1,569.60	100.00%	\$1,569.60	\$1,569.60	\$0.00
4. Develop ROW acquisition tools user manual documentation and conduct user training	\$ 2,773.71	100.00%	\$2,773.71	\$2,773.71	\$0.00
<b>Utility Adjustment Tools</b>					
1. Develop utility adjustment tools on Dannenbaum's application development server	\$ 18,944.40	95.00%	\$17,997.18	\$12,503.30	\$5,493.88
2. QA/QC / unit testing of the utility adjustment tools	\$ 9,228.27	83.00%	\$7,659.46	\$6,090.66	\$1,568.80
3. Migrate utility adjustment tools from Dannenbaum's application development server to Dannenbaum's production ArcGIS server hosting environment	\$ 1,569.60	83.00%	\$1,302.77	\$1,035.94	\$266.83
4. Develop utility adjustment tools user manual documentation and conduct user training	\$ 2,773.71	83.00%	\$2,302.18	\$1,830.65	\$471.53
<b>Helpdesk</b>					
1. Tech Support	\$ 5,993.12	83.00%	\$4,974.29	\$3,955.46	\$1,018.83
<b>Data Maintenance</b>					
1. Perform database updates and maintenance to keep information current	\$ 46,268.40	83.00%	\$38,402.77	\$30,537.14	\$7,865.63
<b>O. Implementation of Project Wise</b>					
1. PMC Training (x1 brownbag session via Web)	\$ 503.98	83.00%	\$418.30	\$332.63	\$85.67
2. On-going Support (6 months)	\$ 4,736.16	83.00%	\$3,931.01	\$3,125.87	\$805.14
3. Project Wise End User Training (x4 brown bag training sessions via Web to teach ANY End user how to manage documents in a Project Wise document controlled environment)	\$ 3,242.48	83.00%	\$2,691.26	\$2,140.04	\$551.22
4. Develop HCRMA Project Wise and GIS data management business process documentation	\$ 5,246.28	83.00%	\$4,354.41	\$3,462.54	\$891.87
<b>P. Negotiate Oversee Toll Integrator (Consultants) from July 1, 2013 to December 31, 2013</b>					
1. Finalize Previous Selection / Negotiate / Prepare Contract and WA No. 1 to Develop Overall Toll Strategy for Loop with HDR Assistance	\$ 28,540.66	10.00%	\$2,654.07	\$2,654.07	\$0.00
2. Negotiate / Prepare WA No. 2 to Prepare Preliminary Engineering for SH 365 Toll Integrator with HDR Assistance (Next WA)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
3. Oversee / Manage WA No. 1 - Toll Integrator (Consultants) (Overall Toll Strategy for Loop) (3 Months)	\$ 32,531.64	0.00%	\$0.00	\$0.00	\$0.00
4. Oversee / Manage WA No. 2 - Toll Integrator (Consultants) (Preliminary Engineering for SH 365 (Next WA)	\$ -	0.00%	\$0.00	\$0.00	\$0.00

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 6:  
Supplemental Agreement No. 4 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 46520125/XV  
Invoice Period: 11/01/2013 - 11/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>Q. Develop / Procure / Negotiate Services for various Consultants to be used on SH 365 and IBTC</b>					
1. Assist E.D. to Develop RFP, Procurement Services and Negotiate Contracts for appraisal consultants for both SH 365 and IBTC (Develop Post-Assume three (3) Appraisals)	\$ 5,933.78	83.00%	\$4,925.04	\$3,916.29	\$1,008.75
2. Assist E.D. to Develop RFP, Procurement Services and Negotiate Contracts for title company consultants for both SH 365 and IBTC (Develop Post-Assume three (3) consultants)	\$ 5,933.78	83.00%	\$4,925.04	\$3,916.29	\$1,008.75
3. Assist E.D. to Develop RFP, Procurement Services and Negotiate Contracts for Right-of-Way Agents for both SH 365 and IBTC (Develop Post-Assume three (3) Agents)	\$ 5,933.78	83.00%	\$4,925.04	\$3,916.29	\$1,008.75
<b>R. Value Engineering - IBTC Pre- and Post-Workshop</b>					
1. Project Management	\$ 3,714.78	50.00%	\$1,857.39	\$371.48	\$1,485.91
2. Pre-Workshop Planning, information review, draft functional analysis	\$ 6,481.36	100.00%	\$6,481.36	\$648.14	\$5,833.22
3. Prepare Draft VE report, circulate for comment, finalize VE report	\$ 18,642.52	30.00%	\$5,592.76	\$0.00	\$5,592.76
<b>Value Engineering Working (Mon-Fri) (IBTC)</b>					
1. Travel time allowance (IBTC)	\$ 16,378.40	100.00%	\$16,378.40	\$0.00	\$16,378.40
2. VE Workshop (IBTC)	\$ 86,113.44	100.00%	\$86,113.44	\$0.00	\$86,113.44
<b>DIRECT EXPENSES</b>					
Lodging / Hotel (\$100.00 / DAY)	\$ 3,770.00	83.00%	\$3,129.10	\$2,488.20	\$640.90
Meals (\$30.00 / DAY)	\$ 1,440.00	83.00%	\$1,195.20	\$950.40	\$244.80
Rental Car	\$ 2,040.00	83.00%	\$1,693.20	\$1,346.40	\$346.80
Air Travel	\$ 11,400.00	83.00%	\$9,462.00	\$7,524.00	\$1,938.00
Parking	\$ 426.00	83.00%	\$353.58	\$281.16	\$72.42
Mileage	\$ 215.00	83.00%	\$178.45	\$141.90	\$36.55
Overnight Mail - letter size	\$ 2,250.00	83.00%	\$1,867.50	\$1,485.00	\$382.50
Courier Services	\$ 2,600.00	83.00%	\$2,158.00	\$1,716.00	\$442.00
Photocopies B/W (8.5 X 11)	\$ 2,120.00	83.00%	\$1,759.60	\$1,399.20	\$360.40
Photocopies B/W (11 X 17)	\$ 1,065.00	83.00%	\$883.95	\$702.90	\$181.05
Photocopies Color (8.5 X 11)	\$ 590.00	83.00%	\$489.70	\$389.40	\$100.30
Photocopies Color (11 X 17)	\$ 2,000.00	83.00%	\$1,660.00	\$1,320.00	\$340.00
Color Graphics on Foam Board	\$ 1,860.00	83.00%	\$1,543.80	\$1,227.60	\$316.20
Newspaper Advertisement	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Court Reporter (Public Hearings & Transcription)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Translator (English to Spanish or Sign Language)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Public Involvement Facility Rental	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Public Outreach Liaison (6 Months - July - December, 2013)	\$ 90,000.00	83.00%	\$74,700.00	\$59,400.00	\$15,300.00
Accounting Support Services	\$ 10,000.00	83.00%	\$8,300.00	\$6,600.00	\$1,700.00
IT / Support Services (includes time on Project Wise Implementation / Data Organization @ 60 hrs)	\$ 12,800.00	83.00%	\$10,624.00	\$8,448.00	\$2,176.00
Bing Maps Annual Subscription Fee	\$ 5,000.00	83.00%	\$4,150.00	\$3,750.00	\$400.00
Management Support Services	\$ 48,000.00	83.00%	\$39,840.00	\$31,680.00	\$8,160.00
Community Action Support	\$ 54,000.00	83.00%	\$44,820.00	\$35,640.00	\$9,180.00
<b>Totals</b>	<b>\$ 1,437,465.41</b>		<b>\$ 1,106,775.32</b>	<b>\$ 752,453.94</b>	<b>\$ 354,321.38</b>

Amount Due This Invoice \$ 354,321.38

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION  
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 6:  
Supplemental Agreement No. 5 to WO 6 - SUE Services - SH 365

Invoice Number: 465201/25/XV  
Invoice Period: 11/01/2013 - 11/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>Oversight of Utility Exposures and Potholing for SH 365 from FM 1016/Conway Ave. to US 281/Military Highway (not including from 0.45 miles East of Spur 600 to FM 2557/Stewart Rd. along US 281/Military Highway)</b>					
1. Coordination with SUE Provider, Utility Companies and Surveyors	\$ 1,678.91	0.00%	\$0.00	\$0.00	\$0.00
2. Review of Utility Exposure and Potholing Data	\$ 7,925.92	0.00%	\$0.00	\$0.00	\$0.00
<b>Compensable Utility Exposures</b>					
Utility Locating Services	\$ 56,950.00	0.00%	\$0.00	\$0.00	\$0.00
Mobilization/Demobilization	\$ 2,700.00	0.00%	\$0.00	\$0.00	\$0.00
Reimbursables (Traffic Control & Per Diem)	\$ 3,740.00	0.00%	\$0.00	\$0.00	\$0.00
<b>Non-Compensable Utility Exposures (Permitted)</b>					
Utility Locating Services	\$ 38,700.00	0.00%	\$0.00	\$0.00	\$0.00
Mobilization/Demobilization	\$ 2,700.00	0.00%	\$0.00	\$0.00	\$0.00
Reimbursables (Traffic Control & Per Diem)	\$ 2,660.00	0.00%	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$ 117,054.83</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Amount Due This Invoice

\$ -

\$ 117,054.83

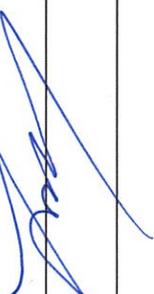
**ATTACHMENT H-3**  
**Subprovider Monitoring System for Federally Funded Contracts**  
**Progress Assessment Report for month of (Mo./Yr.) November / 2013**

Contract #: HCRMA Program Mgmt Consultant Project Original Contract Amount: \$ 5,000,000.00  
 Date of Execution: October 27, 2011 Approved Supplemental Agreements: \$ 0.00  
 Prime Provider: Dannenbaum Engineering Corporation Total Contract Amount: \$ 5,000,000.00  
 Work Authorization No. 1 Work Authorization Amount: \$ 909,960.63  
*If no subproviders are used on this contract, please indicate by placing "N/A" on the 1<sup>st</sup> 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
*	HDR Engineering, Inc.	Program Mgmt	\$ 57,705.85	6.34%	\$ 0.00	\$ 57,705.85	\$ 0.00
*	Blanton & Associates, Inc.	Program Mgmt	\$ 20,928.44	2.30%	\$ 0.00	\$ 20,928.44	\$ 0.00
*	Guzman Munoz Engineering and Surveying, Inc.	Program Mgmt	\$ 20,848.54	2.29%	\$ 0.00	\$ 20,848.54	\$ 0.00
*	Barrera Torres Infrastructure, PLLC	Program Mgmt	\$ 0.00	0%	\$ 0.00	\$ 0.00	\$ 0.00
*	Aranda & Associates, Inc.	Program Mgmt	\$ 44,620.72	4.90%	\$ 0.00	\$ 44,620.72	\$ 0.00

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 a true and correct statement of the amounts paid to the firms listed above.

Louis H. Jones, Jr., P.E.  Signature \_\_\_\_\_ Date December 3, 2013  
 Print Name - Company Official /DBE Liaison Officer \_\_\_\_\_ Phone 713-520-9570  
 shari.bricarell@dannenbaum.com \_\_\_\_\_ 713-527-6442  
 Email \_\_\_\_\_ Fax \_\_\_\_\_



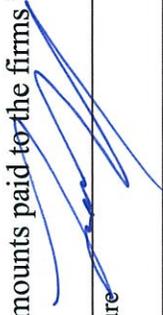
**ATTACHMENT H-3**  
**Subprovider Monitoring System for Federally Funded Contracts**  
**Progress Assessment Report for month of (Mo./Yr.) November / 2013**

Contract #: HCRMA Program Mgmt Consultant Project Original Contract Amount: \$ 5,000,000.00  
 Date of Execution: \_\_\_\_\_ Approved Supplemental Agreements: \$ 0.00  
 Prime Provider: Dannenbaum Engineering Corporation Total Contract Amount: \$ 5,000,000.00  
 Work Authorization No. 4 Work Authorization Amount: \$ 694,355.85  
*If no subproviders are used on this contract, please indicate by placing "N/A" on the 1<sup>st</sup> 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
*	HDR Engineering, Inc.	Program Mgmt	\$ 14,300.17	2.06%	\$ 0.00	\$ 14,300.17	\$ 0.00
*	Blanton & Associates, Inc.	Program Mgmt	\$ 12,024.80	1.73%	\$ 0.00	\$ 12,024.80	\$ 0.00
*	Aranda & Associates, Inc.	Program Mgmt	\$ 31,765.36	4.57%	\$ 0.00	\$ 31,765.36	\$ 0.00
*	Barrera Torres Infrastructure, PLLC	Program Mgmt	\$ 40,256.28	5.80%	\$ 0.00	\$ 40,256.28	\$ 0.00
*	Unitech Consulting Engineers	Program Mgmt	\$ 0.00	0.00%	\$ 0.00	\$ 0.00	\$ 0.00

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 a true and correct statement of the amounts paid to the firms listed above.

Louis H. Jones, Jr., P.E.  December 3, 2013  
 Print Name - Company Official / DBE Liaison Officer Date  
 shari.bricarell@dannenbaum.com 713-520-9570 Phone  
 713-527-6442 Fax



**ATTACHMENT H-3**  
**Subprovider Monitoring System for Federally Funded Contracts**  
**Progress Assessment Report for month of (Mo./Yr.) November / 2013**

Contract #: HCRMA Program Mgmt Consultant Project Original Contract Amount: \$ 5,000,000.00  
 Date of Execution: \_\_\_\_\_ Approved Supplemental Agreements: \$ 0.00  
 Prime Provider: Dannenbaum Engineering Corporation Total Contract Amount: \$ 5,000,000.00  
 Work Authorization No. 6 Work Authorization Amount: \$ 2,704,449.39  
*If no subproviders are used on this contract, please indicate by placing "N/A" on the 1<sup>st</sup> 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
*	Blanton & Associates, Inc.	Program Mgmt	\$ 130,531.88	4.83%	\$ 3,185.88	\$ 34,322.07	\$ 96,209.81
*	Aranda & Associates, Inc.	Program Mgmt	\$ 330,713.89	12.23%	\$ 11,148.34	\$ 307,695.00	\$ 23,018.89
*	Barrera Torres Infrastructure, PLLC	Program Mgmt	\$ 22,933.66	0.85%	\$ 0.00	\$ 0.00	\$ 22,933.66
*	C&M Associates, Inc.	Program Mgmt	\$ 70,000.00	2.59%	\$ 0.00	\$ 70,000.00	\$ 0.00
*	Aerial Data Service	Program Mgmt	\$ 63,885.56	2.36%	\$ 0.00	\$ 63,885.56	\$ 0.00
	HDR Engineering, Inc.	Program Mgmt	\$ 150,692.08	5.57%	\$ 0.00	\$ 56,685.17	\$ 94,006.91

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 a true and correct statement of the amounts paid to the firms listed above.

Louis H. Jones, Jr., P.E.  Signature \_\_\_\_\_ Date December 3, 2013  
 Print Name - Company Official /DBE Liaison Officer  
 shari.bricarell@dannenbaum.com Phone 713-520-9570  
 Email \_\_\_\_\_ 713-527-6442  
 \_\_\_\_\_ Fax \_\_\_\_\_

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Item 2C

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

<b>BOARD OF DIRECTORS</b>	<u>  X  </u>	<b>AGENDA ITEM</b>	<u>  2C  </u>
<b>PLANNING COMMITTEE</b>	<u>          </u>	<b>DATE SUBMITTED</b>	<u>  12/12/13  </u>
<b>FINANCE COMMITTEE</b>	<u>          </u>	<b>MEETING DATE</b>	<u>  12/18/13  </u>
<b>TECHNICAL COMMITTEE</b>	<u>          </u>		

1. Agenda Item: **APPROVAL OF THE FINANCIAL REPORT FOR THE MONTH OF OCTOBER 2013**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No  
Consideration and approval of financial report for the month of October 2013.
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 October 2013 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



## ACCOUNTANT'S COMPILATION REPORT

To the Board of Directors  
Hidalgo County Regional Mobility Authority  
Weslaco, TX

We have compiled the accompanying Statement of Net Position of Hidalgo County Regional Mobility Authority (a governmental authority) and the related Statement of Revenues, Expenses and Changes in Net Position (accrual basis) and the Statement of Revenues, Expenditures and Changes in Fund Balances (modified accrual basis) as of and for the ten months ended October 31, 2013. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Authority's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Also, management has not presented the statement of cash flows, management's discussion and analysis information or the budgetary comparison supplementary information that the Governmental Accounting Standards Board has determined is required to supplement, although not required to be a part of, the basic financial statements.

We are not independent with respect to Hidalgo County Regional Mobility Authority.

*Salinas, Allen & Schmitt, LLP*  
Salinas, Allen & Schmitt, L.L.P.

December 10, 2013

*...providing support and solutions to problems*

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY  
STATEMENT OF NET POSITION  
OCTOBER 31, 2013**

**ASSETS**

Cash - Unrestricted	\$	147,548.36
Cash - Restricted		3,734,235.88
Office Equipment, net		13,340.20
Accounts Receivable - VR Fees		425,880.00
Debt Issuance Cost		112,421.24
Capital Assets Not Being Depreciated		<u>35,240,032.67</u>
<b>TOTAL ASSETS</b>	<b>\$</b>	<b><u>39,673,458.35</u></b>

**LIABILITIES AND NET POSITION**

**LIABILITIES**

Due to LRGVDC	\$	1,027.86
Accrued Interest		111,155.80
Note Payable - Hidalgo County		200,000.00
Note Payable - First National Bank		<u>10,735,905.30</u>
<b>Total Liabilities</b>		<u>11,048,088.96</u>

**NET POSITION**

Investment in Capital Assets, Net of Related Debt		24,629,888.81
Restricted for:		
Debt Service		152,763.00
Loop Project		3,743,809.73
Unrestricted		<u>98,907.85</u>
<b>Total Net Position</b>		<u>28,625,369.39</u>

<b>TOTAL LIABILITIES AND NET POSITION</b>	<b>\$</b>	<b><u>39,673,458.35</u></b>
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**HIDALGO CO. REGIONAL MOBILITY AUTHORITY**  
**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**TEN MONTHS ENDED OCTOBER 31, 2013**

	Function/Program		Total Combined
	Administration	Capital Projects	
<b>EXPENSES:</b>			
<b>Loop Project:</b>			
Administrative	\$ 61.20	\$ -	\$ 61.20
Dues & Subscriptions	561.40	-	561.40
Postage & Delivery	10.05	-	10.05
MPO Wages & Benefits	2,051.55	-	2,051.55
Insurance & Bonding	8.00	-	8.00
Training	5.80	-	5.80
Travel	73.20	-	73.20
Printing & Publications	38.89	-	38.89
Wages	8.79	-	8.79
Bank Service Charges	1.28	-	1.28
Accounting Fees	164.75	-	164.75
Legal & Professional	53.78	-	53.78
Financial Consulting Fees	242.50	-	242.50
Office Supplies	48.54	-	48.54
Rental Expense	148.24	-	148.24
Utilities	17.29	-	17.29
Miscellaneous	167.17	-	167.17
<b>Total Expenses</b>	<b>3,662.43</b>	<b>-</b>	<b>3,662.43</b>
<b>PROGRAM REVENUES:</b>			
Operating Grants:			
Vehicle Registration Fees	-	4,751,740.00	4,751,740.00
Interest Income	7.17	184.56	191.73
<b>CHANGE IN NET POSITION</b>	<b>(3,655.26)</b>	<b>4,751,924.56</b>	<b>4,748,269.30</b>
Net Position, January 1, 2013	5,280,575.40	18,596,524.69	23,877,100.09
<b>NET POSITION, OCTOBER 31, 2013</b>	<b>\$ 5,276,920.14</b>	<b>\$ 23,348,449.25</b>	<b>\$ 28,625,369.39</b>

See accountant's compilation report.

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY  
STATEMENT OF REVENUES, EXPENDITURES, AND  
CHANGES IN FUND BALANCES  
(MODIFIED ACCRUAL)  
AS OF OCTOBER 31, 2013**

	Capital Projects				Total Combined
	<u>General Operating Fund</u>	<u>Loop Project Fund</u>	<u>Vehicle Registration Fund</u>	<u>Debt Service Fund</u>	
<b>REVENUES:</b>					
Vehicle Registration Fees	\$ 0.00	\$ 0.00	\$ 4,751,740.00	\$ 0.00	\$ 4,751,740.00
Interest Income	7.17	153.18	31.38	0.00	191.73
<b>Total Revenues</b>	<u>7.17</u>	<u>153.18</u>	<u>4,751,771.38</u>	<u>0.00</u>	<u>4,751,931.73</u>
<b>EXPENDITURES:</b>					
Administrative	301,907.95	91.69	0.00	0.00	301,999.64
Accounting Fees	16,475.00	0.00	0.00	0.00	16,475.00
Advertising	0.00	1,416.00	0.00	0.00	1,416.00
Consulting & Engineering	0.00	3,182,349.39	0.00	0.00	3,182,349.39
Financial Consulting Fees	24,250.00	0.00	0.00	0.00	24,250.00
Insurance & Bonding	800.00	0.00	0.00	0.00	800.00
Interest Expense	0.00	14,166.70	12.37	313,050.00	327,229.07
Legal & Professional	5,378.38	41,639.96	0.00	0.00	47,018.34
Loop Project	0.00	35,770.27	0.00	0.00	35,770.27
Rental Expense	14,824.46	0.00	0.00	0.00	14,824.46
Wages	879.44	0.00	0.00	0.00	879.44
<b>Total Expenditures</b>	<u>364,515.23</u>	<u>3,275,434.01</u>	<u>12.37</u>	<u>313,050.00</u>	<u>3,953,011.61</u>
<b>NET REVENUES</b>	<u>(364,508.06)</u>	<u>(3,275,280.83)</u>	<u>4,751,759.01</u>	<u>(313,050.00)</u>	<u>798,920.12</u>
<b>OTHER FINANCING SOURCES (USES)</b>					
Transfers In (Out)	0.00	1,100,000.00	(1,396,694.04)	296,694.04	0.00
<b>Total Other Financing Sources (Uses)</b>	<u>0.00</u>	<u>1,100,000.00</u>	<u>(1,396,694.04)</u>	<u>296,694.04</u>	<u>0.00</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ (364,508.06)</u>	<u>\$ (2,175,280.83)</u>	<u>\$ 3,355,064.97</u>	<u>\$ (16,355.96)</u>	<u>\$ 798,920.12</u>

See accountant's compilation report.

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY  
STATEMENT OF REVENUES, EXPENDITURES, AND  
CHANGES IN FUND BALANCES  
FOR THE ONE MONTH ENDED OCTOBER 31, 2013**

	<u>General Operating Fund</u>	<u>Capital Projects</u>			<u>Total Combined</u>
		<u>Loop Project Fund</u>	<u>Vehicle Registration Fund</u>	<u>Debt Service Fund</u>	
<b>REVENUES:</b>					
Vehicle Registration Fees	\$ 0.00	\$ 0.00	\$ 425,880.00	\$ 0.00	\$ 425,880.00
Interest Income	<u>4.73</u>	<u>119.73</u>	<u>12.39</u>	<u>0.00</u>	<u>136.85</u>
<b>Total Revenues</b>	4.73	119.73	425,892.39	0.00	426,016.85
<b>EXPENDITURES:</b>					
Administrative	22,318.27	0.00	0.00	0.00	22,318.27
Accounting Fees	850.00	0.00	0.00	0.00	850.00
Consulting & Engineering	0.00	294,725.80	0.00	0.00	294,725.80
Financial Consulting Fees	4,750.00	0.00	0.00	0.00	4,750.00
Interest Expense	0.00	1,416.67	0.00	28,107.00	29,523.67
Legal & Professional	0.00	4,920.00	0.00	0.00	4,920.00
Rental Expense	<u>1,480.02</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,480.02</u>
<b>Total Expenditures</b>	<u>29,398.29</u>	<u>301,062.47</u>	<u>0.00</u>	<u>28,107.00</u>	<u>358,567.76</u>
<b>NET REVENUES</b>	(29,393.56)	(300,942.74)	425,892.39	(28,107.00)	67,449.09
<b>OTHER FINANCING SOURCES (USES)</b>					
<b>Total Other Financing</b>					
<b>NET CHANGE IN FUND BALANCE</b>	<u><u>(29,393.56)</u></u>	<u><u>(300,942.74)</u></u>	<u><u>425,892.39</u></u>	<u><u>(28,107.00)</u></u>	<u><u>67,449.09</u></u>

See accountant's compilation report

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY**  
**General Ledger October 2013**

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
<b>11010.000 FNB-General Operating</b>				(849.15)			
10/15/13	1		Cash Disbursements		(4,750.00)		
10/15/13	1		Cash Disbursements		(24,913.56)		
10/15/13	2.1		Nov Debits to FNB General Acct		(27.00)		
10/15/13	36.3		Transfer from Tx Star Gen to FNB Gen		33,000.00		
10/22/13	36.1		pmt from FNB Veh Reg to FNB General		1,662.27		
10/22/13	36.2		Transfer from FNB Loop to FNB Gen		32,082.36		
10/31/13	10.10	J	To correct reimbursement of debit card expense from General to VR in October		(3,163.73)		
					<u>33,890.34</u>		33,041.19
<b>11020.000 TexStar General Op</b>				147,502.44			
10/15/13	2.6		Wire from Tx Star Gen to FNB Gen		(33,000.00)		
10/31/13	2.7		Interest paid to Tx Star General Acct		4.73		
					<u>(32,995.27)</u>		114,507.17
<b>11120.000 Due from LRGVDC</b>				(1,027.86)			
					<u>0.00</u>		(1,027.86)
<b>11140.000 Interfund Receivables</b>				325,869.87			
10/31/13	10.8	J	To record interfund accounts for October allocations		29,263.52		
10/31/13	10.9	J	To correct balance in interfund receivables for incorrect postings for Mar, Apr, May, June, Jul, & Aug 2013 & Nov 2012		(202,424.42)		
					<u>(173,160.90)</u>		152,708.97
<b>11200.000 Equipment</b>				3,394.72			
					<u>0.00</u>		3,394.72
<b>11210.000 Furniture &amp; Fixtures</b>				3,425.84			
					<u>0.00</u>		3,425.84
<b>11220.000 Computer equipment/software</b>				7,603.62			
10/15/13	10581	V	New Element		238.15		
10/15/13	10582	V	New Element		54.12		
					<u>292.27</u>		7,895.89
<b>11230.000 Accumulated Depreciation</b>				(1,376.25)			
					<u>0.00</u>		(1,376.25)
<b>12135.000 Interfund Payables</b>				(1,662.27)			
10/22/13	36.1		pmt from FNB Veh Reg to FNB General		(1,662.27)		
10/31/13	10.10	J	To correct reimbursement of debit card expense from General to VR in October		3,163.73		
10/31/13	10.5	J	To record reimbursements payable to VR account for October credit card debits		(160.81)		
					<u>1,340.65</u>		(321.62)
<b>12140.000 Note Payable-Hidalgo Co</b>				(200,000.00)			
					<u>0.00</u>		(200,000.00)

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY**  
**General Ledger October 2013**

Date	Reference T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
<b>13000.000 Bank Transfers</b>			0.00			
10/15/13	2.6	Wire from Tx Star Gen to FNB Gen		33,000.00		
10/15/13	36.3	Transfer from Tx Star Gen to FNB Gen		(33,000.00)		
				<u>0.00</u>		0.00
<b>14000.000 Fund Balance</b>			(5,280,575.40)			
				<u>0.00</u>		(5,280,575.40)
<b>15060.000 Interest Income</b>			(2.44)			
10/31/13	2.7	Interest paid to Tx Star General Acct		(4.73)		
				<u>(4.73)</u>		(7.17)
<b>16070.000 Administrative</b>			6,120.00			
				<u>0.00</u>		6,120.00
<b>16100.000 Dues &amp; Subscriptions</b>			56,140.00			
				<u>0.00</u>		56,140.00
<b>16110.000 Postage &amp; Delivery</b>			1,004.75			
				<u>0.00</u>		1,004.75
<b>16200.000 MPO Wages &amp; Benefits</b>			184,811.91			
10/15/13	10574 V	City of McAllen		124.06		
10/15/13	10575 V	City of McAllen		10,565.69		
10/15/13	10576 V	City of McAllen		9,652.92		
				<u>20,342.67</u>		205,154.58
<b>16220.000 Insurance &amp; Bonding</b>			800.00			
				<u>0.00</u>		800.00
<b>16500.000 Training</b>			0.00			
10/15/13	10572 V	Center for Public Management		290.00		
10/15/13	10573 V	Center for Public Management		290.00		
				<u>580.00</u>		580.00
<b>16600.000 Travel</b>			6,571.03			
10/15/13	10570 V	A Fast Delivery		77.25		
10/15/13	10571 V	A Fast Delivery		139.25		
10/15/13	10580 V	Jerry Dale		532.90		
				<u>749.40</u>		7,320.43
<b>16620.000 Printing &amp; Publications</b>			3,889.09			
				<u>0.00</u>		3,889.09
<b>17000.000 Wages</b>			879.44			
				<u>0.00</u>		879.44
<b>17030.000 Bank Service Charges</b>			101.00			

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY**  
**General Ledger October 2013**

<u>Date</u>	<u>Reference T</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Current Amount</u>	<u>Period End Amount</u>	<u>YTD Balance</u>
<b>17030.000 Bank Service Charges (cont.)</b>						
10/15/13	2.1	10/15 Wire Transfer Fee		5.00		
10/15/13	2.1	10/15 Wire Transfer Fee		12.00		
10/15/13	2.1	10/31 Service Chg		10.00		
				<u>27.00</u>		128.00
<b>17050.000 Accounting Fees</b>			15,625.00			
10/15/13	10584 V	Salinas Allen & Schmitt		850.00		
				<u>850.00</u>		16,475.00
<b>17100.000 Legal &amp; Professional</b>			5,378.38			
				<u>0.00</u>		5,378.38
<b>17120.000 Financial Consulting Fees</b>			19,500.00			
10/15/13	109 V	Jerry Dale		4,750.00		
				<u>4,750.00</u>		24,250.00
<b>17140.000 Office Supplies</b>			4,730.73			
10/15/13	10579 V	Jerry Dale		123.31		
				<u>123.31</u>		4,854.04
<b>17150.000 Rental Expense</b>			13,344.44			
10/15/13	10577 V	City of Pharr		1,000.00		
10/15/13	10585 V	Wells Fargo		330.02		
10/31/13	2.2	10/23 Deb Card City of McAllen		150.00		
				<u>1,480.02</u>		14,824.46
<b>17210.000 Utilities</b>			1,568.65			
10/15/13	10583 V	Pena Designs		150.00		
10/31/13	2.2	10/30 Dbt Card BestBuy GS		10.81		
				<u>160.81</u>		1,729.46
<b>17310.000 Miscellaneous</b>			16,221.17			
10/15/13	10578 V	First National Bank		495.89		
				<u>495.89</u>		16,717.06
<b>21010.000 TexStar - Loop</b>			3,250,033.45			
10/31/13	36.9	Interest paid to Tex Star Loop Acct		119.73		
				<u>119.73</u>		3,250,153.18
<b>21020.000 FNB-Loop Project</b>			4,433.36			
10/15/13	1	Cash Disbursements		(184,216.39)		
10/15/13	1	Cash Disbursements		(147,511.77)		
10/16/13	36	Transfer from FNB Veh to FNB Loop		350,000.00		
				<u>18,271.84</u>		22,705.20
<b>21150.000 Debt Issuance Cost</b>			112,421.24			
				<u>0.00</u>		112,421.24

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY**  
**General Ledger October 2013**

<b>Date</b>	<b>Reference T</b>	<b>Description</b>	<b>Beginning Balance</b>	<b>Current Amount</b>	<b>Period End Amount</b>	<b>YTD Balance</b>
<b>21180.000 Loop Project</b>			31,288,752.98			
				0.00		31,288,752.98
<b>22135.000 Interfund Payables</b>			(325,869.87)			
10/31/13	10.8 J	To record interfund accounts for October allocations		(29,263.52)		
10/31/13	10.9 J	To correct balance in interfund receivables for incorrect postings for Mar, Apr, May, June, Jul, & Aug 2013 & Nov 2012		44,658.86		
10/31/13	10.9 J	To correct balance in interfund receivables for incorrect postings for Mar, Apr, May, June, Jul, & Aug 2013 & Nov 2012		52,685.20		
10/31/13	10.9 J	To correct balance in interfund receivables for incorrect postings for Mar, Apr, May, June, Jul, & Aug 2013 & Nov 2012		44,772.31		
10/31/13	10.9 J	To correct balance in interfund receivables for incorrect postings for Mar, Apr, May, June, Jul, & Aug 2013 & Nov 2012		32,082.36		
10/31/13	10.9 J	To correct balance in interfund receivables for incorrect postings for Mar, Apr, May, June, Jul, & Aug 2013 & Nov 2012		28,225.69		
				173,160.90		(152,708.97)
<b>22145.000 Accrued Expenses</b>			0.00			
				0.00		0.00
<b>22146.000 Accrued Interest</b>			(109,739.13)			
10/31/13	10.3 J	To accrue interest on Hidalgo Co note		(1,416.67)		
				(1,416.67)		(111,155.80)
<b>22150.000 Note Payable - FNB</b>			(10,856,145.32)			
10/31/13	10.4 J	To reclassify principal portion of FNB note payment made in October		120,240.02		
				120,240.02		(10,735,905.30)
<b>23000.000 Bank Transfers</b>			(1,100,000.00)			
10/15/13	10500 V	HCRMA		32,082.36		
10/22/13	36.2	Transfer from FNB Loop to FNB Gen		(32,082.36)		
				0.00		(1,100,000.00)
<b>24000.000 Fund Balance</b>			(15,165,931.74)			
				0.00		(15,165,931.74)
<b>25060.000 Interest Income</b>			(33.45)			
10/31/13	36.9	Interest paid to Tex Star Loop Acct		(119.73)		
				(119.73)		(153.18)
<b>26400.000 Advertising</b>			1,416.00			
				0.00		1,416.00
<b>26600.000 Travel</b>			86.69			

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY**  
**General Ledger October 2013**

<u>Date</u>	<u>Reference T</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Current Amount</u>	<u>Period End Amount</u>	<u>YTD Balance</u>
<b>26600.000 Travel (cont.)</b>				0.00		86.69
<b>27030.000 Bank Service Charges</b>			5.00	0.00		5.00
<b>27100.000 Legal &amp; Professional</b>			36,719.96			
10/15/13	10501 V	Lloyd Gosselink		4,920.00	4,920.00	41,639.96
<b>27110.000 Loop Project</b>			35,770.27	0.00		35,770.27
<b>27210.000 Utilities</b>			10.81	0.00		10.81
<b>27320.000 Interest Expense</b>			12,750.03			
10/31/13	10.3 J	To accrue interest on Hidalgo Co note		1,416.67	1,416.67	14,166.70
<b>28000.000 Consulting &amp; Engineering</b>			2,887,623.59			
10/15/13	112 V	Dannenbaum		184,216.39		
10/15/13	10502 V	TEDSI Infrastructure Gropu, Inc.		110,509.41	294,725.80	3,182,349.39
<b>31010.000 TexStar - Vehicle Registration</b>			400,006.62			
10/18/13	2.8	Wire Withdrawal from Tx Star Veh Reg		(148,347.02)		
10/31/13	36.10	Interest paid to Tx Star Veh Reg		12.39	(148,334.63)	251,671.99
<b>31030.000 FNB-Vehicle Registration</b>			3,848.86			
10/15/13	1	Cash Disbursements		(150,009.29)		
10/15/13	36.4	Deposit from Hidalgo County to FNB Veh		401,780.00		
10/15/13	36.5	Wire from FNB Debt- (done by mistake		148,347.02		
10/16/13	2.3	Transfer to FNB Loop from FNB Veh Reg		(350,000.00)		
10/21/13	2.4	Transfer from FNB Veh Reg to FNB Loop		(148,347.02)		
10/22/13	36.6	Deposit from FNB Debt to FNB Veh Reg		148,347.02		
10/31/13	2.2	Oct Debits to FNB Veh Reg Acct		(187.81)		
10/31/13	10.10 J	To correct reimbursement of debit card expense from General to VR in October		3,163.73	53,093.65	56,942.51
<b>31130.000 Accounts Receivable - VR Fees</b>			401,780.00			
10/31/13	10.1 J	To reverse VR fees accrued in September		(401,780.00)		
10/31/13	10.2 J	To accrue VR fees for October		425,880.00	24,100.00	425,880.00
<b>31140.000 Interfund Receivables</b>			1,662.27			
10/15/13	10095 V	HCRMA		1,662.27		
10/31/13	10.10 J	To correct reimbursement of debit card				

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY**  
**General Ledger October 2013**

Date	Reference T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
<b>31140.000 Interfund Receivables (cont.)</b>						
10/31/13	10.5 J	expense from General to VR in October To record reimbursements payable to VR account for October credit card debits		(3,163.73)		
				<u>160.81</u>		
				(1,340.65)		321.62
<b>33000.000 Bank Transfers</b>			1,396,694.04			
10/15/13	36.5	Wire from FNB Debt- (done by mistake		(148,347.02)		
10/15/13	10094 V	HCRMA		148,347.02		
10/16/13	2.3	Transfer to FNB Loop from FNB Veh Reg		350,000.00		
10/16/13	36	Transfer from FNB Veh to FNB Loop		(350,000.00)		
10/18/13	2.8	Wire Withdrawal from Tx Star Veh Reg		148,347.02		
10/21/13	2.4	Transfer from FNB Veh Reg to FNB Loop		148,347.02		
10/21/13	36.8	Transfer from FNB Veh Reg to FNB Debt		(148,347.02)		
10/22/13	2.5	Transfer from FNB Debt t- FNB Veh Reg (done by mistake)		148,347.02		
10/22/13	36.6	Deposit from FNB Debt to FNB Veh Reg		(148,347.02)		
10/22/13	36.7	Transfer from FNB Veh to FNB Debt (to correct mistake)		<u>(148,347.02)</u>		
				0.00		1,396,694.04
<b>34000.000 Fund Balance</b>			(535,892.02)			
				<u>0.00</u>		(535,892.02)
<b>35040.000 Vehicle Registration Fees</b>			(4,325,860.00)			
10/15/13	36.4	Deposit from Hidalgo County to FNB Veh		(401,780.00)		
10/31/13	10.1 J	To reverse VR fees accrued in September		401,780.00		
10/31/13	10.2 J	To accrue VR fees for October		<u>(425,880.00)</u>		
				(425,880.00)		(4,751,740.00)
<b>35060.000 Interest Income</b>			(18.99)			
10/31/13	36.10	Interest paid to Tx Star Veh Reg		<u>(12.39)</u>		
				(12.39)		(31.38)
<b>37030.000 Bank Service Charges</b>			60.00			
10/31/13	2.2	10/18 Wire transfer fee		5.00		
10/31/13	2.2	10/18 Wire transfer fee		12.00		
10/31/13	2.2	10/31 service chg		<u>10.00</u>		
				27.00		87.00
<b>37140.000 Office Supplies</b>			73.24			
				<u>0.00</u>		73.24
<b>37220.000 Telephone</b>			30.00			
				<u>0.00</u>		30.00
<b>37320.000 Interest Expense</b>			12.37			
				<u>0.00</u>		12.37
<b>41040.000 FNB- Debt Service Account</b>			152,763.00			
10/15/13	1	Cash Disbursements		(148,347.02)		

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY  
General Ledger October 2013**

<u>Date</u>	<u>Reference T</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Current Amount</u>	<u>Period End Amount</u>	<u>YTD Balance</u>
<b>41040.000 FNB- Debt Service Account (cont.)</b>						
10/21/13	36.8	Transfer from FNB Veh Reg to FNB Debt		148,347.02		
10/22/13	2.5	Transfer from FNB Debt t- FNB Veh Reg (done by mistake)		(148,347.02)		
10/22/13	36.7	Transfer from FNB Veh to FNB Debt (to correct mistake)		<u>148,347.02</u>		
				0.00		152,763.00
<b>43000.000 Bank Transfers</b>						
			(296,694.04)	<u>0.00</u>		(296,694.04)
<b>44000.000 Fund Balance</b>						
			(2,894,700.93)	<u>0.00</u>		(2,894,700.93)
<b>47320.000 Interest Expense</b>						
10/15/13	10058 V	First National Bank	284,943.00	148,347.02		
10/31/13	10.4 J	To reclassify principal portion of FNB note payment made in October		<u>(120,240.02)</u>		
				28,107.00		313,050.00
Range of Periods Specified:			Total Profit/(Loss)	<u>67,261.28</u>		
Number of Transactions			96	The General Ledger is in balance		<u>0.00</u>

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY**  
**October 2013 Trial Balance (Cash Basis)**

General Operating Fund			10 Months Ended
Account	T	Account Description	Oct 31, 2013
11010.000	A	FNB-General Operating	33,041.19
11020.000	A	TexStar General Op	114,507.17
11030.000	A	FNB-Vehicle Registration	0.00
11040.000	A	FNB- Debt Service Account	0.00
11100.000	A	Returned Checks	0.00
11120.000	A	Due from LRGVDC	(1,027.86)
11130.000	A	Accounts Receivable - VR Fees	0.00
11140.000	A	Interfund Receivables	152,708.97
11180.000	A	Loop Project	0.00
11190.000	A	Land	0.00
11200.000	A	Equipment	3,394.72
11210.000	A	Furniture & Fixtures	3,425.84
11220.000	A	Computer equipment/software	7,895.89
11230.000	A	Accumulated Depreciation	(1,376.25)
12120.000	L	FICA & WH Payable	0.00
12130.000	L	FUTA Tax Payable	0.00
12135.000	L	Interfund Payables	(321.62)
12140.000	L	Note Payable-Hidalgo Co	(200,000.00)
12145.000	L	Accrued Expenses	0.00
12146.000	L	Accrued Interest	0.00
12150.000	L	Note Payable - FNB	0.00
13000.000	R	Bank Transfers	0.00
14000.000	L	Fund Balance	(5,280,575.40)
15000.000	R	Local Contributions-Special	0.00
15010.000	R	Local Contributions	0.00
15020.000	R	Local Contribution Loan	0.00
15030.000	R	FNB Line of Credit	0.00
15040.000	R	Vehicle Registration Fees	0.00
15050.000	R	Revenue 6	0.00
15060.000	R	Interest Income	(7.17)
16070.000	E	Administrative	6,120.00
16080.000	E	Construction	0.00
16100.000	E	Dues & Subscriptions	56,140.00
16110.000	E	Postage & Delivery	1,004.75
16120.000	E	MPO Indirect Costs	0.00
16200.000	E	MPO Wages & Benefits	205,154.58
16210.000	E	Insurance-Health	0.00
16220.000	E	Insurance & Bonding	800.00
16300.000	E	Meals & Entertainment	0.00
16400.000	E	Advertising	0.00
16500.000	E	Training	580.00
16600.000	E	Travel	7,320.43
16610.000	E	Travel- Out of Region/State	0.00
16620.000	E	Printing & Publications	3,889.09
17000.000	E	Wages	879.44
17030.000	E	Bank Service Charges	128.00
17050.000	E	Accounting Fees	16,475.00
17100.000	E	Legal & Professional	5,378.38
17110.000	E	Loop Project	0.00
17120.000	E	Financial Consulting Fees	24,250.00
17130.000	E	Loan Advance Fees	0.00
17140.000	E	Office Supplies	4,854.04
17150.000	E	Rental Expense	14,824.46
17170.000	E	Repairs & Maintenance	0.00
17180.000	E	Permits & License	0.00
17190.000	E	Depreciation	0.00
17210.000	E	Utilities	1,729.46
17220.000	E	Telephone	0.00
17250.000	E	Payroll Taxes	0.00
17260.000	E	Property Taxes	0.00
17270.000	E	Penalty Fees	0.00
17310.000	E	Miscellaneous	16,717.06
17320.000	E	Interest Expense	0.00
17360.000	E	Suspense	0.00
18000.000	E	Consulting & Engineering	0.00
19990.000	E	Undistributed	0.00
		<b>Total</b>	<b>(4,802,089.83)</b>

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY**  
**October 2013 Trial Balance (Cash Basis)**

<b>General Operating Fund</b>			<b>10 Months Ended</b>
<b>Account</b>	<b>T</b>	<b>Account Description</b>	<b>Oct 31, 2013</b>
		Period Profit/(Loss)	<u>(366,237.52)</u>

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY**  
**October 2013 Trial Balance (Cash Basis)**

Loop Project Fund			10 Months Ended
Account	T	Account Description	Oct 31, 2013
21010.000	A	TexStar - Loop	3,250,153.18
21020.000	A	FNB-Loop Project	22,705.20
21030.000	A	FNB-Vehicle Registration	0.00
21040.000	A	FNB- Debt Service Account	0.00
21100.000	A	Returned Checks	0.00
21120.000	A	Due from LRGVDC	0.00
21130.000	A	Accounts Receivable - VR Fees	0.00
21140.000	A	Interfund Receivables	0.00
21150.000	A	Debt Issuance Cost	112,421.24
21180.000	A	Loop Project	31,288,752.98
21190.000	A	Land	0.00
21200.000	A	Equipment	0.00
21210.000	A	Furniture & Fixtures	0.00
21220.000	A	Computer equipment/software	0.00
21230.000	A	Accumulated Depreciation	0.00
22120.000	L	FICA & WH Payable	0.00
22130.000	L	FUTA Tax Payable	0.00
22135.000	L	Interfund Payables	(152,708.97)
22140.000	L	Note Payable-Hidalgo Co	0.00
22145.000	L	Accrued Expenses	0.00
22146.000	L	Accrued Interest	(111,155.80)
22150.000	L	Note Payable - FNB	(10,735,905.30)
23000.000	R	Bank Transfers	(1,100,000.00)
24000.000	L	Fund Balance	(15,165,931.74)
25000.000	R	Local Contributions-Special	0.00
25010.000	R	Local Contributions	0.00
25020.000	R	Local Contribution Loan	0.00
25030.000	R	FNB Line of Credit	0.00
25040.000	R	Vehicle Registration Fees	0.00
25050.000	R	Revenue 6	0.00
25060.000	R	Interest Income	(153.18)
26070.000	E	Administrative	0.00
26080.000	E	Construction	0.00
26100.000	E	Dues & Subscriptions	0.00
26110.000	E	Postage & Delivery	0.00
26120.000	E	MPO Indirect Costs	0.00
26200.000	E	MPO Wages & Benefits	0.00
26210.000	E	Insurance-Health	0.00
26220.000	E	Insurance & Bonding	0.00
26300.000	E	Meals & Entertainment	0.00
26400.000	E	Advertising	1,416.00
26500.000	E	Training	0.00
26600.000	E	Travel	86.69
26610.000	E	Travel- Out of Region/State	0.00
26620.000	E	Printing & Publications	0.00
27000.000	E	Wages	0.00
27030.000	E	Bank Service Charges	5.00
27050.000	E	Accounting Fees	0.00
27100.000	E	Legal & Professional	41,639.96
27110.000	E	Loop Project	35,770.27
27120.000	E	Financial Consulting Fees	0.00
27130.000	E	Loan Advance Fees	0.00
27140.000	E	Office Supplies	0.00
27150.000	E	Rental Expense	0.00
27170.000	E	Repairs & Maintenance	0.00
27180.000	E	Permits & License	0.00
27190.000	E	Depreciation	0.00
27195.000	E	Amortization Expense	0.00
27210.000	E	Utilities	10.81
27220.000	E	Telephone	0.00
27250.000	E	Payroll Taxes	0.00
27260.000	E	Property Taxes	0.00
27270.000	E	Penalty Fees	0.00
27310.000	E	Miscellaneous	0.00
27320.000	E	Interest Expense	14,166.70
27360.000	E	Suspense	0.00
28000.000	E	Consulting & Engineering	3,182,349.39
29990.000	E	Undistributed	0.00
		<b>Total</b>	<b>10,683,622.43</b>

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY**  
**October 2013 Trial Balance (Cash Basis)**

<u>Loop Project Fund</u>			<u>10 Months Ended</u>
<u>Account</u>	<u>T</u>	<u>Account Description</u>	<u>Oct 31, 2013</u>
		Period Profit/(Loss)	<u>(2,175,291.64)</u>

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY**  
**October 2013 Trial Balance (Cash Basis)**

Vehicle Registration Fund			10 Months Ended
Account	T	Account Description	Oct 31, 2013
31010.000	A	TexStar - Vehicle Registration	251,671.99
31020.000	A	FNB-Loop Project	0.00
31030.000	A	FNB-Vehicle Registration	56,942.51
31040.000	A	FNB- Vehicle Registration U.S T-Bill	0.00
31100.000	A	Returned Checks	0.00
31120.000	A	Due from LRGVDC	0.00
31130.000	A	Accounts Receivable - VR Fees	425,880.00
31140.000	A	Interfund Receivables	321.62
31180.000	A	Loop Project	0.00
31190.000	A	Land	0.00
31200.000	A	Equipment	0.00
31210.000	A	Furniture & Fixtures	0.00
31220.000	A	Computer equipment/software	0.00
31230.000	A	Accumulated Depreciation	0.00
32120.000	L	FICA & WH Payable	0.00
32130.000	L	FUTA Tax Payable	0.00
32135.000	L	Interfund Payables	0.00
32140.000	L	Note Payable-Hidalgo Co	0.00
32145.000	L	Accrued Expenses	0.00
32146.000	L	Accrued Interest	0.00
32150.000	L	Note Payable - FNB	0.00
33000.000	R	Bank Transfers	1,396,694.04
34000.000	L	Fund Balance	(535,892.02)
35000.000	R	Local Contributions-Special	0.00
35010.000	R	Local Contributions	0.00
35020.000	R	Local Contribution Loan	0.00
35030.000	R	FNB Line of Credit	0.00
35040.000	R	Vehicle Registration Fees	(4,751,740.00)
35050.000	R	Revenue 6	0.00
35060.000	R	Interest Income	(31.38)
36070.000	E	Administrative	0.00
36080.000	E	Construction	0.00
36100.000	E	Dues & Subscriptions	0.00
36110.000	E	Postage & Delivery	0.00
36120.000	E	MPO Indirect Costs	0.00
36200.000	E	MPO Wages & Benefits	0.00
36210.000	E	Insurance-Health	0.00
36220.000	E	Insurance & Bonding	0.00
36300.000	E	Meals & Entertainment	0.00
36400.000	E	Advertising	0.00
36500.000	E	Training	0.00
36600.000	E	Travel	0.00
36610.000	E	Travel- Out of Region/State	0.00
36620.000	E	Printing & Publications	0.00
37000.000	E	Wages	0.00
37030.000	E	Bank Service Charges	87.00
37050.000	E	Accounting Fees	0.00
37100.000	E	Legal & Professional	0.00
37110.000	E	Loop Project	0.00
37120.000	E	Financial Consulting Fees	0.00
37130.000	E	Loan Advance Fees	0.00
37140.000	E	Office Supplies	73.24
37150.000	E	Rental Expense	0.00
37170.000	E	Repairs & Maintenance	0.00
37180.000	E	Permits & License	0.00
37190.000	E	Depreciation	0.00
37210.000	E	Utilities	0.00
37220.000	E	Telephone	30.00
37250.000	E	Payroll Taxes	0.00
37260.000	E	Property Taxes	0.00
37270.000	E	Penalty Fees	0.00
37310.000	E	Miscellaneous	0.00
37320.000	E	Interest Expense	12.37
37360.000	E	Suspense	0.00
38000.000	E	Consulting & Engineering	0.00
39990.000	E	Undistributed	0.00
		<b>Total</b>	<b>(3,155,950.63)</b>

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY**  
**October 2013 Trial Balance (Cash Basis)**

<b>Vehicle Registration Fund</b>			<b>10 Months Ended</b>
<b>Account</b>	<b>T</b>	<b>Account Description</b>	<b>Oct 31, 2013</b>
		Period Profit/(Loss)	<u>3,354,874.73</u>

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY**  
**October 2013 Trial Balance (Cash Basis)**

Debt Service Fund			10 Months Ended
Account	T	Account Description	Oct 31, 2013
41010.000	A	TexStar-Debt	0.00
41020.000	A	FNB-Loop Project	0.00
41030.000	A	FNB-Vehicle Registration	0.00
41040.000	A	FNB- Debt Service Account	152,763.00
41100.000	A	Returned Checks	0.00
41120.000	A	Due from LRGVDC	0.00
41130.000	A	Accounts Receivable - VR Fees	0.00
41140.000	A	Interfund Receivables	0.00
41180.000	A	Loop Project	0.00
41190.000	A	Land	0.00
41200.000	A	Equipment	0.00
41210.000	A	Furniture & Fixtures	0.00
41220.000	A	Computer equipment/software	0.00
41230.000	A	Accumulated Depreciation	0.00
42120.000	L	FICA & WH Payable	0.00
42130.000	L	FUTA Tax Payable	0.00
42135.000	L	Interfund Payables	0.00
42140.000	L	Note Payable-Hidalgo Co	0.00
42145.000	L	Accrued Expenses	0.00
42146.000	L	Accrued Interest	0.00
42150.000	L	Note Payable - FNB	0.00
43000.000	R	Bank Transfers	(296,694.04)
44000.000	L	Fund Balance	(2,894,700.93)
45000.000	R	Local Contributions-Special	0.00
45010.000	R	Local Contributions	0.00
45020.000	R	Local Contribution Loan	0.00
45030.000	R	FNB Line of Credit	0.00
45040.000	R	Vehicle Registration Fees	0.00
45050.000	R	Revenue 6	0.00
45060.000	R	Interest Income	0.00
46070.000	E	Administrative	0.00
46080.000	E	Construction	0.00
46100.000	E	Dues & Subscriptions	0.00
46110.000	E	Postage & Delivery	0.00
46120.000	E	MPO Indirect Costs	0.00
46200.000	E	MPO Wages & Benefits	0.00
46210.000	E	Insurance-Health	0.00
46220.000	E	Insurance & Bonding	0.00
46300.000	E	Meals & Entertainment	0.00
46400.000	E	Advertising	0.00
46500.000	E	Training	0.00
46600.000	E	Travel	0.00
46610.000	E	Travel- Out of Region/State	0.00
46620.000	E	Printing & Publications	0.00
47000.000	E	Wages	0.00
47030.000	E	Bank Service Charges	0.00
47050.000	E	Accounting Fees	0.00
47100.000	E	Legal & Professional	0.00
47110.000	E	Loop Project	0.00
47120.000	E	Financial Consulting Fees	0.00
47130.000	E	Loan Advance Fees	0.00
47140.000	E	Office Supplies	0.00
47150.000	E	Rental Expense	0.00
47170.000	E	Repairs & Maintenance	0.00
47180.000	E	Permits & License	0.00
47190.000	E	Depreciation	0.00
47210.000	E	Utilities	0.00
47220.000	E	Telephone	0.00
47250.000	E	Payroll Taxes	0.00
47260.000	E	Property Taxes	0.00
47270.000	E	Penalty Fees	0.00
47310.000	E	Miscellaneous	0.00
47320.000	E	Interest Expense	313,050.00
47360.000	E	Suspense	0.00
48000.000	E	Consulting & Engineering	0.00
49990.000	E	Undistributed	0.00
		<b>Total</b>	<b>(2,725,581.97)</b>

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY**  
**October 2013 Trial Balance (Cash Basis)**

<u>Debt Service Fund</u> <u>Account</u>	<u>T</u>	<u>Account Description</u>	<u>10 Months Ended</u> <u>Oct 31, 2013</u>
		Period Profit/(Loss)	<u>(16,355.96)</u>

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY  
VENDOR ACTIVITY REPORT OCTOBER 2013**

<b>Date</b>	<b>Reference</b>	<b>Account</b>	<b>Amount</b>	<b>Reference Total</b>	<b>Period Total</b>
<b>A Fast Delivery</b>					
10/15/13	10570	16600.000	77.25	77.25	
10/15/13	10571	16600.000	139.25	139.25	216.50
				Transaction Total	<u>216.50</u>
<b>Center for Public Management</b>					
10/15/13	10572	16500.000	290.00	290.00	
10/15/13	10573	16500.000	290.00	290.00	580.00
				Transaction Total	<u>580.00</u>
<b>City of McAllen</b>					
10/15/13	10574	16200.000	124.06	124.06	
10/15/13	10575	16200.000	10,565.69	10,565.69	
10/15/13	10576	16200.000	9,652.92	9,652.92	20,342.67
				Transaction Total	<u>20,342.67</u>
<b>City of Pharr</b>					
10/15/13	10577	17150.000	1,000.00	1,000.00	1,000.00
				Transaction Total	<u>1,000.00</u>
<b>Dannenbaum</b>					
10/15/13	112	28000.000	184,216.39	184,216.39	184,216.39
				Transaction Total	<u>184,216.39</u>
<b>First National Bank</b>					
10/15/13	10058	47320.000	148,347.02	148,347.02	
10/15/13	10578	17310.000	495.89	495.89	148,842.91
				Transaction Total	<u>148,842.91</u>
<b>HCRMA</b>					
10/15/13	10094	33000.000	148,347.02	148,347.02	
10/15/13	10095	31140.000	1,662.27	1,662.27	
10/15/13	10500	23000.000	32,082.36	32,082.36	182,091.65
				Transaction Total	<u>182,091.65</u>
<b>Jerry Dale</b>					

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY  
VENDOR ACTIVITY REPORT OCTOBER 2013**

<b>Date</b>	<b>Reference</b>	<b>Account</b>	<b>Amount</b>	<b>Reference Total</b>	<b>Period Total</b>
10/15/13	109	17120.000	4,750.00	4,750.00	
10/15/13	10579	17140.000	123.31	123.31	
10/15/13	10580	16600.000	532.90	532.90	5,406.21
				<b>Transaction Total</b>	<b><u>5,406.21</u></b>
		<b>Lloyd Gosselink</b>			
10/15/13	10501	27100.000	4,920.00	4,920.00	4,920.00
				<b>Transaction Total</b>	<b><u>4,920.00</u></b>
		<b>New Element</b>			
10/15/13	10581	11220.000	238.15	238.15	
10/15/13	10582	11220.000	54.12	54.12	292.27
				<b>Transaction Total</b>	<b><u>292.27</u></b>
		<b>Pena Designs</b>			
10/15/13	10583	17210.000	150.00	150.00	150.00
				<b>Transaction Total</b>	<b><u>150.00</u></b>
		<b>Salinas Allen &amp; Schmitt</b>			
10/15/13	10584	17050.000	850.00	850.00	850.00
				<b>Transaction Total</b>	<b><u>850.00</u></b>
		<b>TEDSI Infrastructure Gropu, Inc.</b>			
10/15/13	10502	28000.000	110,509.41	110,509.41	110,509.41
				<b>Transaction Total</b>	<b><u>110,509.41</u></b>
		<b>Wells Fargo</b>			
10/15/13	10585	17150.000	330.02	330.02	330.02
				<b>Transaction Total</b>	<b><u>330.02</u></b>

Item 2D

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

<b>BOARD OF DIRECTORS</b>	<u>  X  </u>	<b>AGENDA ITEM</b>	<u>  2D  </u>
<b>PLANNING COMMITTEE</b>	<u>          </u>	<b>DATE SUBMITTED</b>	<u>  12/12/13  </u>
<b>FINANCE COMMITTEE</b>	<u>          </u>	<b>MEETING DATE</b>	<u>  12/18/13  </u>
<b>TECHNICAL COMMITTEE</b>	<u>          </u>		

1. Agenda Item: **RESOLUTION 2013-62 – APPROVAL OF AWARD OF CONTRACT TO PROMILES SOFTWARE FOR ISSUANCE OF OVERWEIGHT TRUCK PERMITS.**

2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No  
Approval of award of contract to ProMiles Software for the issuance of overweight truck permits.

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

4. Budgeted:      Yes   X   No      N/A      Funding Source: Overweight Permit Fees

Permit fee	<u>  \$80  </u>
85% to TxDOT for maintenance	<u>  \$68  </u>
15% to HCRMA for administration	<u>  \$12  </u>
ProMiles transaction fee	<u>  \$  3  </u>
<b>Net revenue to HCRMA per permit</b>	<b><u>  \$  9  </u></b>

5. Staff Recommendation: **Motion to to approve Resolution 2013-62 – Approval of award of contract to ProMiles Software for issuance of overweight truck permits as presented.**

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

7. Planning Committees Recommendation:   X   Approved      Disapproved      None

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

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

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



# Memorandum

To: Dennis Burleson, Chairman  
From: Pilar Rodriguez, PE, Executive Director  
Date: December 12, 2013  
Re: **Award of Contract to ProMiles Software for the Issuance of Overweight Truck Permits**

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## **Background**

On September 1, 2013, the Hidalgo County Regional Mobility Authority (HCRMA) was authorized by House Bill 474 to establish an overweight and oversized truck corridor, as well as, issue permits for use of the corridor. The legislation allows the HCRMA to charge up to \$80 per permit. 85% of permit fee must be reserved for construction and maintenance of the corridor, with the remaining 15% going to the HCRMA for administrative costs. Based on projections for overweight trucks, it is estimated that approximately 25,000 permits will be issued per year.

## **Goal**

In order to provide the most efficient method for issuing permits, staff is proposing to utilize ProMiles Software. ProMiles is currently utilized by the Port of Brownsville and the Port of Freeport to issue overweight/oversized permits and is the service provider to the Texas Department of Motor Vehicles for issuance of various permits statewide. ProMiles is a web based service that requires no back room infrastructure from the HCRMA.

Additionally, all transactions will be handled by ProMiles via credit card or through an escrow account established by the user of the permit system. Staff will not be required to handle transactions, which would require extensive internal controls that are not practical for the limited in-house staff.

Staff has negotiated a fee of \$3.00 per permit transaction and 3% convenience fee for credit or debit card use with ProMiles.

## **Options**

The agreement with ProMiles may be disapproved, however, issuance of overweight/oversized permits will be delayed.

## **Recommendation**

Based on review by this office, **approval of Resolution 2013-62 – Approval of award to contract to ProMiles Software for issuance of overweight permits is recommended.**

Additionally, at the December 11, 2013 meeting, the Planning Committee recommended award of contract to ProMiles Software for the issuance of overweight permits.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
BOARD RESOLUTION No. 2013-62

APPROVAL OF AWARD OF CONTRACT TO PROMILES  
SOFTWARE FOR THE ISSUANCE OF OVERWEIGHT PERMITS

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

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

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

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

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

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

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

WHEREAS, ProMiles Software Development Corporation is the Texas Department of Motor Vehicles vendor to provide various motor vehicle permits, as well as, oversized and overweight vehicle permits;

WHEREAS, the Port of Brownsville and the Port of Freeport utilize ProMiles Software for the issuance of oversized and overweight vehicle permits as authorized in the Texas Transportation Code 626 and in accordance with rules in Chapter 28 of Title 43 of the Texas Administration Code;

WHEREAS, the Board finds it advantageous and to be in the best interest of the Authority and the County to enter into an agreement with ProMiles Software for the issuance of oversize and overweight permits and the collection of permit fees;

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 waives any policy to procure this software as ProMiles Software is the sole source for a web based issuance of oversize and overweight vehicle permits.

Section 3. The Board hereby approves that certain Agreement by and between the ProMiles Software and the Authority relating to the issuance of permits of oversize and overweight vehicles and the collection of fees for the permits attached hereto as Exhibit A.

Section 4. The Board authorizes the Executive Director to execute the Agreement with ProMiles Development Corporation after the Agreement is approved by the Authority's Legal Counsel and incorporates any final revisions as approved by Authority's Legal Counsel.

\*\*\*\*\*

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 18<sup>th</sup> day of December, 2013, at which meeting a quorum was present.

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Dennis Burleson, Chairman

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Joe Olivarez, Secretary/Treasurer

EXHIBIT A

AGREEMENT

PROMILES DEVELOPMENT CORPORATION

ISSUANCE OF OVERSIZE & OVERWEIGHT VEHICLE PERMITS

AGREEMENT FOR AUTOMATED PERMITTING SYSTEM

BETWEEN

PROMILES SOFTWARE DEVELOPMENT CORPORATION

AND

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THE STATE OF TEXAS                   §  
COUNTY OF HIDALGO                 §

## **AGREEMENT FOR AUTOMATED PERMITTING SYSTEM**

THIS AGREEMENT is made and entered into on this the 18th day of December, 2013, by and among HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY , of Hidalgo County, Texas, an independent governmental agency created by the Texas Transportation Commission and the Hidalgo County Commissioners Court on November 17th, 2005, to accelerate needed transportation projects in Hidalgo County, hereinafter referred to as "HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY ," and ProMiles Software Development Corporation, a registered Texas corporation, hereinafter referred to as "PROMILES."

### **AGREEMENT**

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

#### **I. Purpose**

1.1 Purpose: The purpose of this agreement is to memorialize the agreement between **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** and **PROMILES** for **PROMILES** to provide an automated permitting system software acceptable by **TxDOT** for the overweight truck corridor in Hidalgo County.

#### **II. ProMiles' Responsibilities**

3.1 PROMILES Shall Issue Permits. **PROMILES** shall provide the Software necessary for **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** to issue permits for vehicles subject to Transportation Code, Chapter 623, Subchapter K and carrying cargo on the overweight truck corridor in Hidalgo County.

All permits shall be issued in accordance with Transportation Code, Chapter 623, Subchapter K and the terms of this agreement.

3.2 Collection of Permit Fees. **PROMILES** shall collect all permit fees and disburse same on a weekly basis to both TxDOT and **HIDALGO COUNTY REGIONAL MOBILITY**

**AUTHORITY** via electronic transfer and as specified in writing by **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**.

3.3 PROMILES Shall Utilize an Automated Permitting System Compliant with TxDOT Requirements. At all times **PROMILES** shall utilize software compliant with **TxDOT** requirements for automated permitting systems and compliant with the obligations set forth in the **TxDOT** Contract. **PROMILES** shall be responsible for ensuring that all applicable and required information necessary for the issuance of a permit is properly entered into the automated permitting system.

3.4 PROMILES Shall Collect Permit Data. **PROMILES** shall ensure that all permit data is accurately entered in the automated permitting system, and as said information is provided by the permit applicant, to enable the generation of automated management reports and to create a viable audit trail. **PROMILES** shall implement automated and electronic payment procedures and be responsible for ensuring that funds collected for the issuance of a permit are properly safeguarded and accounted for.

3.5 PROMILES Shall Provide Monthly Reports of Permits to TxDOT and HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY . **PROMILES** shall provide the **TxDOT** and **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** with monthly reports (due by the 15<sup>th</sup> of the each month) of all permits subject to this agreement in a form to be approved by the **TxDOT** and/or **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** and further provide any other information required by **TxDOT**. **PROMILES** shall maintain electronic copies of all permits issued through the automated permitting system.

3.6 Agreement for PROMILES to Comply with Existing Laws. **PROMILES**, in executing this agreement, agrees to comply with all existing laws, statutes or regulations including but not limited to those pertaining to the permitting of vehicles subject to Transportation Code, Chapter 623, Subchapter K, or any administrative rules or requirements as they currently exists or hereafter amended.

3.7 Training. **PROMILES** shall provide training to **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** and the users of the Software for the purposes of understanding and using the Software. Training shall be provided by **PROMILES** at no additional cost to **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** or users of the Software.

3.8 Support and Maintenance. **PROMILES** shall provide support and maintenance for the Software, and any updates thereof, for the term of this agreement or any renewals thereof and in order to use, maintain and enhance the Software. **PROMILES** shall provide toll free telephone or online assistance to **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** or users of the Software including but not limited to: clarification of functions and uses; guidance in operation; troubleshooting; and error verification and correction. Support

and maintenance shall be provided by **PROMILES** at no additional cost to **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** .

3.9 Additional Requirements. **PROMILES** agrees to undertake any additional and reasonable requirements and assurances required by **TxDOT** or **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** related to the Software and in fulfillment of this agreement.

3.10 Collection and Fee Disbursement: **PROMILES** shall be responsible for collecting the permit fees in the amount determined by Hidalgo County Regional Mobility Authority and TxDOT and weekly disbursements of the funds to the designated accounts for Hidalgo County Regional Mobility Authority and TxDOT. **PROMILES** fees for the software and service will be \$3 per permit issued.

**PROMILES** and **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** represent and acknowledge that the Three Dollar (\$3.00) fee includes all applicable taxes and fees associated with the performance of this agreement and shall be for the term of this agreement and any renewals thereof.

**PROMILES** and **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** represent and acknowledge that customers will have two payment options to purchase the permits.

1. Escrow Customers – Customer elects to post an escrow to purchase permits. Each time a permit is purchased the customers escrow account will be debited the fee for the permit. The customer and users with appropriate administrative rights will be able to view the customer’s escrow balance at any time. Escrows accounts will be established by the customer and deposited in a ProMiles designated escrow account. ProMiles will administer the escrow accounts as part of this agreement.
2. Credit Card Customers – Customer has the option to pay for the permits with an approved Visa, Master Card, American Express or Discover card. These customers will be charged the permit fee established by **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** and **TxDOT** plus 3% for the convenience fee.

**PROMILES** shall forward payment to **TxDOT** and **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** electronically and in the manner directed by those entities in writing.

#### **IV. Term and Termination**

4.1 Term: This agreement shall commence on the date of signing and shall be in effect for a term of three (3) years. At the end of this term, and at the end of each successive term, this

agreement shall be automatically renewed for a term of an additional thirty-six (36) months, unless terminated by either party by written notice given no less than sixty (60) days before the end of such period.

4.2 Termination Date: This agreement terminates on written notice by either party no less than sixty (60) days before the end of the primary term or any renewal term; or by mutual written agreement signed by the parties; or if the TxDOT Contract is terminated for any reason; or in the event **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** otherwise loses its authority to issue permits to vehicles subject to Subchapter K, Chapter 623, of the Texas Transportation Code; or the failure of either party to cure a breach of this agreement after ten (10) days written notice; whichever occurs first.

## V. Price and Services Provided

5.1 In return for payment, **PROMILES** shall provide **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** with the following: any requirements set forth in this agreement; Software for the automated permitting system necessary to carryout and properly perform the TxDOT Contract; accept receipt of and disburse permit fees; hardware that includes sufficient storage capacity to maintain the system; backup servers necessary to retrieve lost data; procedures to avoid interruption of the Software services for any reason, including but not limited to acts of God; initial set up of the Software and any and all updates thereof; all programming necessary for the installation and use of the Software; communicating with **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** or its agents for all troubleshooting; maintaining records of all permitting transactions; reporting monthly to **TxDOT** and **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** all permitting transaction and monies derived therefrom; providing all training necessary to utilize the Software; and any other services reasonably necessary for the utilization of the Software and proper performance of the TxDOT Contract.

## VI. License and Ownership of Software

6.1 License. **PROMILES** hereby grants to **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** , and its authorized users, the use of the Software in accordance with this agreement.

6.2 Ownership of Licensed Material: **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** acknowledges that the Software and its various modules are owned and titled exclusively to **PROMILES** and said ownership and title shall remain exclusively with **PROMILES**; **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** shall maintain ownership and title to all permitting information entered into automated permitting system by users, which information shall be provided to **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** upon demand.

## VII. Insurance and Indemnification

8.1 **PROMILES** also agrees to purchase and maintain throughout the term of this agreement and for one year following the discontinuation or non-renewal of this agreement, a policy or policies for technology/professional liability insurance and network security/data protection liability insurance (also called cyber liability) covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in connection with the services provided or in support of services provided under this agreement, and including:

- a. intellectual property infringement arising out of software and/or content (with the exception of patent infringement and misappropriation of trade secrets);
- b. violation or infringement of any right of privacy, including breach of any and all state and federal security/privacy laws or regulations;
- c. data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information in whatever form, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on third party computer systems;
- d. with a minimum limit of \$1,000,000 for each and every claim and in the aggregate, which limit is subject to reasonable increase by **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** prior the commencement of any renewal of this Agreement. Required limits to be determined based upon the scope of work to be performed by **PROMILES**.

Such insurance must explicitly address all of the foregoing without limitation if caused by an employee of **PROMILES** or an independent contractor working on behalf of **PROMILES** in performing services under this Agreement. Such insurance must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world.

Such insurance shall name **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** as an additional insured.

Data protection insurance must include contractual liability coverage for the indemnity requirement in this agreement for civil liability, regulatory investigations, and notification costs resulting from a breach of confidentiality or breach of security by or on behalf of **PROMILES**.

If **PROMILES** provides content for Internet web sites and/or any publications or media advertisements, the insurance shall include coverage for infringement of intellectual property rights, privacy infringement, advertising and content offenses, and defamation.

**TO THE FULLEST EXTENT PERMITTED BY LAW AND REGARDLESS OF ANY DEGREE OF FAULT, OMISSION OR NEGLIGENCE, STRICT LIABILITY, STRICT STATUTORY LIABILITY, STRICT PRODUCTS LIABILITY OR NEGLIGENCE PER SE OF THE PARTIES INDEMNIFIED HERUNDER, PROMILES HEREBY ASSUMES ALL**

**LIABILITY FOR, AND AGREES TO DEFEND, INDEMNIFY AND HOLD HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY , ITS OFFICERS, DIRECTORS, COMMISSIONERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “INDEMNIFIED PARTIES”), HARMLESS FROM ALL CLAIMS, FINES, DAMAGES, LIABILITIES, LOSSES, COSTS, EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS’ FEES AND COURT COSTS), PENALTIES, ASSESSMENTS, FINES, AND/OR INJUNCTIVE OBLIGATIONS RESULTING FROM PROMILES’ FAILURE TO COMPLY WITH THIS AGREEMENT AND ASSERTED BY ANY THIRD PARTY, OR ASSERTED OR COMMENCED BY TXDOT, THE STATE OF TEXAS OR ANY OTHER AGENCY OR POLITICAL SUBDIVISION THEREOF WHICH MAY BE SUFFERED OR INCURRED AT ANY TIME BY THE INDEMNIFIED PARTIES, ON ACCOUNT OF PROMILES’ INTENTIONAL OR NEGLIGENT ACTS AND RESULTING IN ANY FAILURE TO COMPLY WITH THE TERMS OF THIS CONTRACT AND/OR THE TXDOT CONTRACT AS THOSE TERMS RELATE TO OR ARISE OUT OF THE AUTOMATED PERMITTING SYSTEM AND/OR ANY VIOLATION OF ANY APPLICABLE LAW, RULE, REGULATION, OR ORDER OF ANY GOVERNMENTAL AUTHORITY.**

**THE PARTIES RECOGNIZE AND UNDERSTAND THAT THE PURPOSE OF THIS INDEMNIFICATION IS FOR PROMILES TO PROVIDE FULL AND COMPLETE INDEMNIFICATION TO THE INDEMNIFIED PARTIES EVEN THOUGH THE INDEMNIFIED PARTIES MAY HAVE BEEN NEGLIGENT, NEGLIGENT PER SE OR MAY BE LIABLE UNDER THEORIES OF STRICT LIABILITY AND/OR STRICT PRODUCTS LIABILITY, INCLUDING SOLE CAUSE OR NEGLIGENCE; AND PROMILES’S INDEMNITY OBLIGATIONS ARE INTENDED TO AND WILL PROTECT THE INDEMNIFIED PARTIES AGAINST THE CONSEQUENCES OF THEIR OWN STRICT LIABILITY, FAULT, CONCURRENT, SOLE OR CONTRIBUTORY NEGLIGENCE.**

### **VIII. Representations and Acknowledgements by ProMiles**

9.1 PROMILES makes the following representations and acknowledgements:

- a. PROMILES has substantial expertise in automated permitting systems and routing and has personnel with many years of experience in the permitting industry. This includes both development engineers and management personnel.
- b. PROMILES will provide automated permitting systems software acceptable to TxDOT and HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY ’s standards.
- c. The automated permitting system will be fully web-based with intuitive and attractive interfaces. All aspects of the system will be available 24 hours a day, 7 days a week using high-availability software and hardware.

- d. All data will be stored in secure servers and will be backed up daily. PROMILES has a tested disaster recovery system that will allow HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY and users of the automated permitting system as soon as reasonably possible in the event of a disaster.
- e. PROMILES will customize its automated permitting system for use by HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY . PROMILES shall make all modifications necessary to implement Hidalgo County Regional Mobility Authority permits, regulations, fees, and practices.
- f. PROMILES will keep clear, concise, and accurate records of all permits issued and all fees collected for said permits and provide said records to HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY or TxDOT upon reasonable notice and as required herein.
- g. PROMILES shall keep the automated permitting software made the basis of this agreement reasonably secure from theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information in whatever form, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on third party computer systems

9.2 Requests for Information. In addition to any other report required herein, **PROMILES** agrees that **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** has the right from time to time to request various information and records related to PROMILES' performance of this agreement, including but not limited to the daily backup and the disaster recovery system. **PROMILES** agrees to make available to **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** such information and records within ten (10) business days of written request. The intent of this provision is not only to allow **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** to ensure **PROMILES'** protection of data, but in the event **PROMILES** ceases to operate it will enable **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** to obtain any and all data necessary to continue performing the TxDOT Contract.

## **IX. Default**

10.1 Default: In the event of any breach of the provisions of this agreement, the non-breaching party shall give written notice of default. In the event said default is not remedied within ten (10) days from the date of written notice of default, the non-breaching party shall have the right to terminate this agreement. In the event of termination, the non-breaching party reserves the right to assert whatever remedies are available, in equity or at law, to collect any sums due hereunder, to enforce any provisions of this agreement, to collect damages for breach of contract or to effect or obtain any other available remedy.

10.2 Attorney's Fees: Should either party require the services of an attorney for the enforcement of this agreement, the breaching party agrees to pay reasonable attorney's fees and all costs of legal proceedings if it becomes necessary for the enforcement of this agreement

#### **X. Not a Joint Venture**

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** and **PROMILES** are not, and shall never be considered as, joint venturers, partners or agents of each other, and none shall have the power to bind or obligate any other, except as set forth in this agreement.

#### **XI. Conflicts of Interest**

**PROMILES** acknowledges **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** is a governmental authority and, as such, **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** is firmly committed to making business decisions based solely on the objective evaluation of offers. **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**'s business decisions can in no way be connected to or influenced by any relationship, gift or thing of value. Moreover, because **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** is a governmental entity, certain laws set forth limitations of relationships and gifts to certain governmental officers. **PROMILES** acknowledges, represents and warrants the following:

1. To the best of knowledge of the representative executing this agreement, **PROMILES** has not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or any other thing of value or benefit (including employment, contracts or subcontracts relating to its business) to any Commissioner, official or employee of Hidalgo County Regional Mobility Authority ;
2. To the best of knowledge of the representative executing this agreement, no Commissioner, official or employee of Hidalgo County Regional Mobility Authority has (directly or indirectly) solicited any such payment or contribution; and
3. **PROMILES** agrees to use best efforts to notify Hidalgo County Regional Mobility Authority should it learn of any of the following:
  - a Commissioner, official or employee of Hidalgo County Regional Mobility Authority or an affiliate of a Commissioner, official or employee of Hidalgo County Regional Mobility Authority owns ten percent (10%) of the ownership of the **PROMILES** or ownership in the **PROMILES** with a fair market value of \$15,000 or more; or
  - a. a Commissioner, official or employee of Hidalgo County Regional Mobility Authority or an affiliate of a Commissioner, official or employee of Hidalgo County Regional Mobility Authority has an employment or other business relationship with the **PROMILES** that results in taxable income or receipt of something of value by a Commissioner, official or employee of Hidalgo County Regional Mobility Authority or an affiliate of a Commissioner, official or

- employee of Hidalgo County Regional Mobility Authority of \$2,500.00 or more during a twelve month period; or
- b. a Commissioner, official or employee of Hidalgo County Regional Mobility Authority or an affiliate of a Commissioner, official or employee of Hidalgo County Regional Mobility Authority receives one or more gifts from the PROMILES that have a total value of more than \$250 in one 12-month period.

An "affiliate" of a person is (1) a family member of the person, related within the first degree by consanguinity or affinity, as defined by Subchapter B, Chapter 573 of the Texas Government Code, or (2) an entity owned in whole or in part by the person or by a family member of the person related within the first degree by consanguinity or affinity.

The representations, warranties and certifications made in this Section are ongoing and will remain in effect for the term of this agreement. Should PROMILES learn of any violation of this provision, it shall use best efforts to notify Hidalgo County Regional Mobility Authority by filing a written statement with the Secretary of the Port Commission through the office of the Executive Port Director.

## **XII. Miscellaneous**

13.1 Recitals. The "Recitals" set forth at the beginning of this Agreement are hereby acknowledged to be true and correct by the parties and are incorporated into this Agreement.

13.2 Authority to Sign. The persons executing this agreement acknowledge and represent they have authority to enter into this agreement on behalf of their principal.

13.3 OPEN RECORDS ACT: NOTWITHSTANDING ANYTHING CONTAINED HEREIN, IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY IS A GOVERNMENTAL ENTITY FORMED UNDER THE CONSTITUTION AND GENERAL LAWS OF THE STATE OF TEXAS AND WILL DISCLOSE ANY INFORMATION CONFIDENTIAL OR OTHERWISE RECEIVED BY IT AS FOLLOWS:

(1) TO THE EXTENT THAT ANY INFORMATION RECEIVED BY IT IS REQUIRED TO BE DISCLOSED UNDER ANY STATE OR FEDERAL LAW INCLUDING, BUT NOT LIMITED TO, THE "OPEN RECORDS ACT" ("PUBLIC INFORMATION ACT") AND/OR "THE OPEN MEETINGS ACT" OF THE STATE OF TEXAS.

(2) TO THE EXTENT ANY INFORMATION RECEIVED BY IT INVOLVES OR APPEARS TO INVOLVE ANY VIOLATION OR INTENDED VIOLATION OF ANY LAW OR REGULATION OF ANY LOCAL, STATE OR FEDERAL GOVERNMENT OR AGENCY THE SAME SHALL BE REPORTED TO THE APPLICABLE LAW ENFORCEMENT AGENCY FOR INVESTIGATION.

13.4 Integration: This agreement contains the entire agreement of the parties, and no representation, inducement, promise or agreement, oral or otherwise, not embodied herein, shall be of any force or effect, and cannot be altered or amended except in writing and signed by all parties hereto, unless otherwise provided herein. The parties expressly disclaim reliance on any alleged representation, inducement, promise or agreement, oral or otherwise, not embodied herein.

13.5 Binding Effect: This agreement shall be binding upon, and inure to the benefit of, the parties hereto, their successors and assigns.

13.6 Assignability: This agreement, or any interest hereunder, may not be assigned to without the written consent of the other party.

13.7 Texas Law to Apply: This agreement shall be governed by and construed in accordance with the laws of the State of Texas. If any provision of this agreement is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect the validity of any other provision of this agreement which shall continue in full force and effect. The parties hereby submit unconditionally and irrevocably to the jurisdiction of the state district courts of Hidalgo County, Texas, for the enforcement of, the interpretation of, or any dispute arising out of or in conjunction with, this agreement as this agreement is fully performable in Hidalgo County, Texas.

13.8 Rights and Remedies Cumulative: The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

13.9 Continuation of Service: In the event of any dispute arising out of this agreement PROMILES agrees it shall in good faith continue performance of this agreement unless otherwise waived in writing by HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY or the dispute has been fully and finally determined by a court of competent jurisdiction. In the event of any such dispute and continued performance by PROMILES, HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY shall be required to maintain payments of the permitting fee as set forth herein.

[remainder of page intentionally left blank]

13.10 Notices: All notices required or permitted by this agreement, unless otherwise provided, shall be given by certified mail or registered mail at the following addresses:

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

Attn: Pilar Rodriguez, PE, Executive Director  
118 S. Cage Blvd, 4th Floor  
Pharr, Texas 78577

**ProMiles Software Development Corporation**

Attn: Tim Pilcher  
1900 Texas Avenue  
Bridge City, Texas 77611

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto set their hands and seals as of the date first written above.

AUTHORITY

HIDALGO COUNTY REGIONAL MOBILITY  
OF HIDALGO COUNTY, TEXAS

By: \_\_\_\_\_ (SEAL)  
Name:

ATTEST:

By: \_\_\_\_\_  
Name:  
Title:

PROMILES SOFTWARE DEVELOPMENT CORPORATION

By: \_\_\_\_\_ (SEAL)  
Name: Michael Webb  
Title: VP Government Affairs

ATTEST:

By: \_\_\_\_\_  
Name:  
Title:

Item 2E

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  2E  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u> 12/12/13 </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u> 12/18/13 </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2013 -68 – AUTHORIZATION FOR STAFF TO NEGOTIATE WITH THE SINGLE RESPONDENT TO THE REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR RIGHT OF WAY AGENTS FOR STATE HIGHWAY 365 AND INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS.**
  
2. Nature of Request: (Brief Overview) Attachments:   X   Yes     No  
  
Authorization for staff to negotiate with the single respondent, AR\WS Texas LP, to the request for Statement of Qualifications for Right of Way Agents for SH 365 and IBTC Projects.
  
3. Policy Implication: Board Policy, Local Government, Texas Government Code, Texas Transportation Code, TxDOT Policy
  
4. Budgeted:   X   Yes     No     N/A                      Funding Source: VRF Bond
  
5. Staff Recommendation: **Motion to approve Resolution 2013 - 68 – Authorization for staff to negotiate with the single respondent, AR\WS Texas LP, to the request for Statements of Qualifications for Right of Way Agents for State Highway 365 and International Bridge Trade Corridor Projects.**
  
6. Program Manager’s Recommendation:   X   Approved     Disapproved     None
  
7. Planning Committee’s Recommendation:     Approved     Disapproved   X   None
  
8. Board Attorney’s Recommendation:     Approved     Disapproved   X   None
  
9. Chief Financial Officer’s Recommendation:     Approved     Disapproved   X   None
  
10. 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: December 12, 2013  
Re: **Authorization for Staff to Negotiate with Single Respondent to SOQ for Right of Way Agents**

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## **Background**

On September 27, 2013, the Hidalgo County Regional Mobility Authority (HCRMA) received a single response to the formal solicitation for Statements of Qualifications for Right of Way Agents for the State Highway 365 (SH 365) and International Bridge Trade Corridor (IBTC) Project.

## **Goal**

With the issuance of the Vehicle Registration Fee Bond and Environmental Clearance approval for the SH 365 in the second quarter of 2014, the HCRMA will be authorized to begin right of way acquisition for the SH 365 Project. In order to meet the deadline to begin construction of the project by August 2016, the use of contract Right of Way Agents will be necessary to assist with the acquisition of approximately 350 parcels.

Staff is requesting authorization to negotiate with the single respondent to the request for Statement of Qualifications for Right of Way Agents, which is ARWS Texas LP.

## **Options**

The Board of Directors could chose to not authorize staff to negotiate and request re-solicitation of Statement of Qualifications.

## **Recommendation**

Based on review by this office, **approval of Resolution 2013-68 – Authorization for Staff to negotiate with the single respondent, ARWS Texas LP, to the request for Statement of Qualifications for Right of Way Agents is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2013 – 68

AUTHORIZATION FOR HCRMA STAFF TO NEGOTIATE WITH  
SINGLE RESPONDENT TO STATEMENT OF QUALIFICATIONS FOR  
RIGHT OF WAY AGENTS FOR THE STATE HIGHWAY 365 AND  
INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS

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

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

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

WHEREAS, 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 Statements of Qualifications for Right of Way Agents for the SH 365 and IBTC Projects; and

WHEREAS, on September 27, 2013 the Authority received a single response to the request for Statements of Qualifications for Right of Agents for the SH 365 and IBTC Project; and

WHEREAS, staff is requesting authorization to negotiate with the single respondent, AR\WS Texas LP, for Right of Way Agent services for the Authority;

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

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

Section 2. The Board hereby authorizes HCRMA Staff to negotiate a professional service agreement for Right of Way Agents with AR\WA Texas LP for the SH 365 and IBTC Projects.

Section 3. Upon successful negotiation by HCRMA Staff, the professional service agreement for Right of Way Agents 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 18th day of December, 2013, at which meeting a quorum was present.

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Dennis Burleson, Chairman

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Ricardo Perez, Secretary/Treasurer

Item 2F

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  2F  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  12/12/13  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  12/18/13  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2013 -69 – AUTHORIZATION FOR STAFF TO NEGOTIATE WITH THE TWO RESPONDENTS TO THE REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR APPRAISAL SERVICES FOR STATE HIGHWAY 365 AND INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS.**
  
2. Nature of Request: (Brief Overview) Attachments:   X   Yes     No  
  
Authorization for staff to negotiate with the two (2) respondents, Leonel Garza & Associates LLP and Professional Appraisal Services Inc., to the request for Statement of Qualifications for Appraisal Services for SH 365 and IBTC Projects.
  
3. Policy Implication: Board Policy, Local Government, Texas Government Code, Texas Transportation Code, TxDOT Policy
  
4. Budgeted:   X   Yes     No     N/A                      Funding Source: VRF Bond
  
5. Staff Recommendation: **Motion to approve Resolution 2013 - 69 – Authorization for staff to negotiate with the two respondents, Leonel Garza & Associates LLP and Professional Appraisal Service Inc., to the request for Statements of Qualifications for Appraisal Services for State Highway 365 and International Bridge Trade Corridor Projects.**
  
6. Program Manager’s Recommendation:   X   Approved     Disapproved     None
  
7. Planning Committee’s Recommendation:     Approved     Disapproved   X   None
  
8. Board Attorney’s Recommendation:     Approved     Disapproved   X   None
  
9. Chief Financial Officer’s Recommendation:     Approved     Disapproved   X   None
  
10. Executive Director’s Recommendation:   X   Approved     Disapproved     None



# Memorandum

To: Dennis Burleson, Chairman  
From: Pilar Rodriguez, PE, Executive Director  
Date: December 12, 2013  
Re: **Authorization for Staff to Negotiate with Two Respondents to SOQ for Appraisal Services**

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## **Background**

On September 27, 2013, the Hidalgo County Regional Mobility Authority (HCRMA) received two (2) responses to the formal solicitation for Statements of Qualifications for Appraisal Services for the State Highway 365 (SH 365) and International Bridge Trade Corridor (IBTC) Project.

## **Goal**

With the issuance of the Vehicle Registration Fee Bond and Environmental Clearance approval for the SH 365 in the second quarter of 2014, the HCRMA will be authorized to begin right of way acquisition for the SH 365 Project. As part of the acquisition process, an Appraisal and Review Appraisal will be required in order to determine Fair Market Value for the right of way and any associated improvements. In order to meet the deadline to begin construction of the project by August 2016, the use of contract Appraisers will be necessary to assist with the acquisition of approximately 350 parcels.

Staff is requesting authorization to negotiate with the two (2) respondents to the request for Statement of Qualifications for Appraisal Services, which are Leonel Garza & Associates LLP and Professional Appraisal Services Inc.

## **Options**

The Board of Directors could chose to not authorize staff to negotiate and request re-solicitation of Statement of Qualifications.

## **Recommendation**

Based on review by this office, **approval of Resolution 2013-69 – Authorization for Staff to negotiate with the two respondents, Leonel Garza & Associates and Professional Appraisal Services Inc., to the request for Statement of Qualifications for Appraisal Services is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2013 – 69

AUTHORIZATION FOR HCRMA STAFF TO NEGOTIATE WITH  
THE TWO RESPONDENTS TO STATEMENT OF QUALIFICATIONS  
FOR APPRAISAL SERVICES FOR THE STATE HIGHWAY 365 AND  
INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS

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

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

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

WHEREAS, 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 Statements of Qualifications for Appraisal Services for the SH 365 and IBTC Projects; and

WHEREAS, on September 27, 2013 the Authority received a two responses to the request for Statements of Qualifications for Appraisal Services for the SH 365 and IBTC Project; and

WHEREAS, staff is requesting authorization to negotiate with the two respondents, Leonel Garza, Jr. & Associates LLC and Professional Appraisal Services Inc., for Appraisal services for the Authority;

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

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

Section 2. The Board hereby authorizes HCRMA Staff to negotiate a professional service agreement for Appraisal Services with Leonel Garza, Jr. & Associates LLC and Professional Appraisal Services Inc. for the SH 365 and IBTC Projects.

Section 3. Upon successful negotiation by HCRMA Staff, the professional service agreement for Appraisal 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 18th day of December, 2013, at which meeting a quorum was present.

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Dennis Burleson, Chairman

---

Ricardo Perez, Secretary/Treasurer

REQUEST FOR QUALIFICATIONS (SOQ)

“Appraisers Services - HCRMA - 2013”

Acceptance Date: September 27, 2013  
Acceptance Time: 4:00 PM

Submitted to Hidalgo County Regional Mobility Authority

September 27, 2013

Hidalgo County Regional Mobility Authority  
Flor Koll, Program Manager  
118 South Cage Boulevard, 4<sup>th</sup> Floor  
Pharr, Texas 78577

SUBJECT: SOQ – APPRAISAL SERVICES – HCRMA 2013

### LETTER OF TRANSMITTAL

Ms. Koll,

The offices of Leonel Garza Jr. & Associates LLC would like to present this SOQ Bid package for your consideration as requested under Statements of Qualifications For Appraisal Services 2013. If there are any questions, please contact our office at (956) 687-7295. We thank you for your consideration.

Sincerely,



---

Leonel Garza III  
Leonel Garza Jr. & Associates LLC

# Leonel Garza Jr. & Associates LLC

## *Right of Way Appraisal Services*

1419 Dove Avenue, McAllen, Texas 78504  
Phone: (956) 687-7295 Fax: (956) 687-9236  
Email: leonel3@garza-associates.com

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### **COMPANY PROFILE**

Leonel Garza Jr. & Associates, LLC located at 1419 Dove Avenue, Suite 1, McAllen, Texas provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate Appraisals, Estate Valuations, Right of Way Appraisals, and Condemnation Hearing support. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this Division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

### **RIGHT OF WAY DIVISION**

The Right-of-Way (ROW) Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. These reports conform to the Texas Department of Transportation A-5 & A-6 Formats, which are also utilized for LPA's (Local Participating Agencies). These reports also comply with the Texas Department of Transportation Appraisal & Review Manual and recently passed Senate Bill 18.

Leonel Garza III, General Certified Appraiser and President of Leonel Garza Jr. & Associates LLC has undergone extensive training in this field of work since 1998, with specialization in acquisitions concerning diminution of market value and property bi-sections. ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, drainage or irrigation easements, conservation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support.

Over the course of this company's history, the ROW Division has produced well over 1,000 reports with the single largest project being an approximately 150 parcel project covering two counties for the Texas Department of Transportation. Counties of which ROW work has been performed include, Brooks, Cameron, Hays, Hidalgo, Jim Hog, Maverick, Nueces, Starr, Webb, Willacy and Zapata County.

**SOQ Requirement No. 1, 2 & 3:**

**Bidding Firm Contact Information**

Firm Name: Leonel Garza Jr. & Associates LLC  
Address: 1419 Dove Avenue, Suite #1, McAllen, Texas 78504  
Principal & Contact Person: Leonel Garza III, President & Senior Appraiser  
Company Established: 2000 (Previously known as Leonel Garza Jr. & Associates)  
In Business: Since 1998 (15 years)  
Phone Number: (956) 687-7295  
Fax Number: (956) 687-9236  
Email Address: leonel3@garza-associates.com

This is the sole office of Leonel Garza Jr. & Associates LLC and all work to be performed as per SOQ shall be performed at this location.

**SOQ Requirement No. 4:**

The following are a list of the full time employees and staff of Leonel Garza Jr. & Associates LLC. Leonel Garza Jr. & Associates does not subcontract labor.

**Leonel Garza III**

President, Senior Appraiser, Project Manager  
State Certified General Real Estate Appraiser  
License TX-1328375-General

**Thomas M. Davis**

Associate Appraiser  
State Certified General Real Estate Appraiser  
License TX-1336454-General

**Alma Oyervides**

Personal Assistant / Co-Project Manager

**Monica Valdez-Garza**

Personal Assistant / Bookkeeper

**Dina Cantu-Vega**

Personal Assistant / Receptionist

**Mike Navarro**

Field Inspection Supervisor

**Staffing Notes:**

Staff members including, Monica Valdez-Garza, Alma Oyervides, and Dina Cantu-Vega are support staff which aid in the general office management and organization of the office of Leonel Garza Jr. & Associates LLC. In addition, each team member shall aid each appraiser in varied manners of which will facilitate the completion of said awarded project and billing.

September 27, 2013

**THE FOLLOWING PAGES INCLUDE THE RESUME AND WORK EXPERIENCE OF GENERAL CERTIFIED APPRAISER LEONEL GARZA III & THOMAS M. DAVIS BOTH OF LEONEL GARZA JR. & ASSOCIATES LLC OF WHICH CONTINUES SOQ No. 4 REQUIREMENT**

**EDUCATION & LICENSURE**  
**LEONEL GARZA III**

**Texas A&M University, College Station, Texas**  
Graduate, 1995 - Bachelor of Science in Biomedical Sciences

**State Certified General Real Estate Appraiser**  
Number TX - 1328375-General  
Licensed Since December 31, 1998  
Expires: December 31, 2014 (Active)

**State Certified Property Tax Consultant**  
Number TX - 00003181  
Licensed Since May 20, 2002  
Expires: June 16, 2014 (Active)

**Texas Appraiser Licensing and Certification Board**  
P.O. Box 12188 Austin, Texas 78711-2188  
**Certified General Real Estate Appraiser**

Number: **TX 1328375 G**  
 Issued: **01/03/2013** Expires: **12/31/2014**  
 Appraiser: **LEONEL GARZA III**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

*D. E. Oldmixon*  
Douglas E. Oldmixon  
Commissioner



Frank Denton  
Chair

Mike Arismendez  
Vice Chair

LuAnn Morgan  
Fred N. Moses  
Lillian Norman-Keeney  
Ravi Shah  
Deborah Yurco

**PROPERTY TAX CONSULTANT**

**LEONEL GARZA III**

Registration Number: 3181

The person named above is registered by the Texas Department of Licensing and Regulation

Registration Expires: JUNE 16 2014

*William H. Kuntz*  
William H. Kuntz  
Executive Director

**PUBLIC SERVICE & PROFESSIONAL AFFILIATIONS**  
**LEONEL GARZA III**

**Associate Member of the Appraisal Institute**

Taking courses toward the designation of MAI through the Appraisal Institute.

**Associate Member of the International Right of Way Association (IRWA) (Member # 7899430)**

An associate member of the IRWA and currently taking courses toward R/W-AC Certification

**National Association of Master Appraisers**

Designated as a Master Senior Appraiser in 2006 by the National Association of Master Appraisers. This designation is obtained thru educational requirements and experience.

**Disadvantaged Business Enterprise Program (DBE Certified)**

Certification through the Texas Department of Transportation that Leonel Garza Jr. & Associates LLC is certified as a DBE in accordance with Federal Regulations 49 CFR, Part 26 (Since 1998 to Present)

**Historically Underutilized Business Certification and Compliance Program (HUB Certified)**

Leonel Garza Jr. & Associates LLC has successfully met the established requirement of the State of Texas Historically Underutilized Business Program to be recognized as a HUB. Approved 08/09/2010 – Expiration Date 08/09/2014. Certificate Number: 1742948770900.

**Chairman of the City of McAllen Planning and Zoning Board (Active Member)**

This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development.

**Chairman of the Hidalgo County Subdivision Advisory Board (Active Member)**

This county board's primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances from the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. (Appointed in 1998 – Present)

**Chairman of the Hidalgo County Building Line of Adjustments (Active Member)**

This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

**Member of The McAllen Traffic Commission Board (Active Member)**

Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City.

**Member of The McAllen Palm City Lions Club (Active Member)**

Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago. In 2012, the club raised funds to provided dinners to 60 families (approximately 240 – 300 individuals) throughout the City of McAllen.

**Former Chairman of the City of McAllen Zoning Board of Adjustments and Appeals**

This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

**Former Vice Chairman of the City of McAllen Ambulance Advisory Committee**

Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

**Former Member of the City of McAllen Building Board of Adjustments and Appeals**

The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board reviews all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

## APPRAISAL WORK EXPERIENCE OF LEONEL GARZA III

### BANKING INSTITUTIONS

Appraisal services have been performed for a variety of banking institutions of which include but not limited to the following: International Bank of Commerce, Inter National Bank, Lone Star National Bank, BBVA (Former Texas State Bank), Rio Bank, South Texas Community Bank, First National Bank, Frost Bank and others in the Rio Grande Valley and several throughout Texas.

### RIGHT OF WAY AGENCIES

Appraisal services have been performed throughout South Texas for various condemning authorities and private property owners. Below is a list of areas of which appraisals have been performed and a sampling of the condemning authorities of which have hired Leonel Garza Jr. & Associates LLC to perform said appraisals. *This office was hired in 2010 by the Hidalgo County Regional Mobility Authority to provide a market study for the entire loop project for budgetary purposes only.*

Right of Way Appraisals Performed in the Following Areas					
Abram-Perezville	Elsa	Hidalgo	Los Fresnos	Penitas	San Juan
Alamo	Encino	La Blanca	Los Indios	Pharr	San Ygnacio
Alto Bonito	Escobares	La Homa	McAllen	Port of Brownsville	South Padre Island
Alton	Falcon	La Joya	McCook	Premont	Sharyland
Brownsville	Falfurrias	La Sara	Mercedes	Progresso	Sullivan City
Citrus City	Garceno	La Villa	Mercedes	Raymondville	Zapata
Corpus Christi	Garciasville	Laguna Seca	Mission	Rio Grande City	
Donna	Granjeno	Laredo	Monte Alto	Roma	
Eagle Pass	Hargill	Linn/San Manuel	Olmito	Roma	
Edcouch	Harlingen	Lopeno	Palmhurst	Salineno	
Edinburg	Havana	Los Ebanos	Palmview	San Carlos	

The following are agencies and municipalities of which Leonel Garza Jr. & Associates LLC has been contracted to perform right of way appraisals for various projects in their respective areas.

Counties	County Agencies
Hidalgo County	Hidalgo County Precinct No. 1
Cameron County	Hidalgo County Precinct No. 2
Starr County	Hidalgo County Precinct No. 3
Brooks County	Hidalgo County Precinct No. 4
Webb County	Hidalgo County Right of Way Department
Willacy County	Hidalgo County Drainage District No. 1
	Hidalgo County Purchasing Department
	Hidalgo County Urban County Program
	Hidalgo County Regional Mobility Authority (HCRMA)

Municipalities	State Agencies
Alamo	Texas Department of Transportation (TxDOT) - ROW Division
Falfurrias	Texas Attorney General Office
Pharr	Texas Parks & Wildlife
Brownsville	Texas Department of Transportation - Aviation Division
Hidalgo	
Rio Grande City	
Donna	
Laredo	
Roma	
Eagle Pass	
McAllen	
San Juan	
Edcouch	
Mercedes	
South Padre Island	
Edinburg	
Mission	
Weslaco	

Other Condemning Authorities	Federal Agencies
American Electric Power (AEP / ETT)	US Marshal Service
North Alamo Water Supply	
Sharyland Water Supply	

**EDUCATION & LICENSURE**  
**THOMAS M. DAVIS**

**Angelo State University, San Angelo, TX**

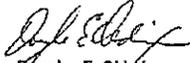
Graduate December 2002: Bachelor of Business Administration, Finance Major with Real Estate Option.

**State Certified General Real Estate Appraiser**

Number TX – 1336454-General

Licensed since December 2, 2002

Expires: October 31, 2014 (Active)

<b>Texas Appraiser Licensing and Certification Board</b> P.O. Box 12188 Austin, Texas 78711-2188 <b>Certified General Real Estate Appraiser</b>			
Number:	<b>TX 1336454 G</b>	Expires:	<b>10/31/2014</b>
Issued:	<b>10/31/2012</b>		
Appraiser:	<b>THOMAS MICHAEL DAVIS</b>		
<p>Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.</p>			
			 Douglas E. Oldmixon Commissioner

**Work Experience**

Employee of Leonel Garza Jr. and Associates since 2003 to Present

**Public Service and Professional Affiliations**

Delta Sigma Pi – Professional Business Fraternity

Supporting Member of Gladys Porter Zoo (Member #0901-DAV0269-3 A)

Associate Member of the Appraisal Institute (Not MAI Designated)

Associate Member of the International Right of Way Association (IRWA) (Member # 7898377)

**Most Recent Courses**

Practice of Real Estate Appraisal (10/20/2003-10/21/2003)

Appraisal of Residential Property (10/22/2003-10/25/2003)

Writing the Narrative Appraisal Report (10/26/2003-10/27/2003)

Farm & Land Appraisal (10/14/2004-10/15/2004)

Residential Cost Approach –Marshall & Swift (11/11/2004-11/12/2004)

Commercial Investment Appraisal (11/14/2005-11/15/2005)

Financial Analysis of Income Property (11/16/2005-11/17/2005)

Direct Capitalization of Income Property (11/15/05-11/19/2005)

Yield Capitalization of Income Property (11/20/2005-11/21/2005)

Principles of Appraisal Review (03/18/2006-03/19/2006)

**ONLINE PROGRAMS:**

Appraising Convenience Stores (10/01/20012-10/30/2012)  
What Commercial Clients Would Like Appraisers to Know (10/01/2012-10/25/2012)  
Cool Tools: New Technology for Real Estate Appraisers (10/01/2012-10/27/2012)  
Analyzing Distressed Real Estate (09/15/2012-10/08/12)  
Eminent Domain and Condemnation (10/01/2012-10/20/2012)  
The Road Less Traveled: Special Purpose Properties (03/28/2003)

**SOQ Requirement No. 5:**

List at least three related TxDOT projects with dates, number of parcels appraised, final appraisal cost and names, addresses and phone numbers of representatives of these TxDOT projects who can be contacted as references. These are the most recent completed projects for TxDOT. This office is currently working with TxDOT on multiple projects Valley-Wide. Contact Person for TxDOT is Nelda Ureste (361) 808-2293

**PROJECT No. 1 : SH358 (SPID) RAMP REVERSAL PHASE II AND MANAGED TOLL LANES**



July 22, 2013

Re: Reference Letter for TxDOT Proposal 55-3RFP7400

To Whom It May Concern:

Name of Condemning Authority (CA): Texas Department of Transportation  
South R/W Project Delivery

Representative: [Signature]  
 Nelda R. Ureste, South R/W Project Delivery Manager

Date of Verification: July 22, 2013

This letter serves as verification that Leonel Garza III completed the work task shown in the following table. The conclusion of this condemning authority is that the overall appraisal work for the work task checked below was completed on time and the work product was satisfactory. The work was completed within the past three (3) years from June 2010 to June 2013 on the widening project listed below.

COUNTY: Nueces  
 PROJECT: SH 358 (SPID) Ramp Reversal Phase II and Managed Toll Lanes  
 ROW CSJ: 0617-01-172  
 LIMITS: From Nile Drive To Ayers Street

Mo/Yr Work was Provided	Number of Parcels	Project Management	Title Services	Closing Services	Appraisal Services	Appraisal Review Services	Negotiation Services	Relocation Assistance Services	Condemnation Support Services
June 2010 to June 2013	50				X				

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The work dates provided include, condemnation and or trial work for this project. Appraisal reports were delivered on-time with a less than 5% condemnation rate.

Total Project Appraisal Cost: \$ 196,200  
 Average Appraisal Cost: \$ 3,924

**PROJECT No. 2: US Highway 83 (Veleno Bridge Expansion Project)**



**Texas Department of Transportation**

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

July 22, 2013

Re: Reference Letter for TxDOT Proposal 55-3RFP7400

To Whom It May Concern:

Name of Condemning Authority (CA): Texas Department of Transportation  
South R/W Project Delivery

Representative: Nelda R. Euresle, South R/W Project Delivery Manager

Date of Verification: July 22, 2013

This letter serves as verification that Leonel Garza III completed the work task shown in the following table. The conclusion of this condemning authority is that the overall appraisal work for the work task checked below was completed on time and the work product was satisfactory. The work was completed within the past three (3) years from June 2010 to June 2013 on the widening project listed below.

COUNTY: Zapata  
 PROJECT: US 83 (from .31 MI S of Arroyo Veleno to .44 MI N of Arroyo Veleno)  
 ROW CSJ: 0038-04-063  
 LIMITS: From .31 MI S of Arroyo Veleno To .44 MI N of Arroyo Veleno

Mo/Yr Work was Provided	Number of Parcels	Project Management	Title Services	Closing Services	Appraisal Services	Appraisal Review Services	Negotiation Services	Relocation Assistance Services	Condemnation Support Services
June 2010 to June 2013	7				X				

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The work dates provided include, condemnation and or trial work for this project. Appraisal reports were delivered on-time with a 0% condemnation rate on this project.

Total Project Appraisal Cost: \$ 31,350  
 Average Appraisal Cost: \$ 4,478

**PROJECT No. 3: Pharr – Reynosa Border Station Inspection Facility**



July 22, 2013

Re: Reference Letter for TxDOT Proposal 55-3RFP7400

To Whom It May Concern:

Name of Condemning Authority (CA): Texas Department of Transportation  
South RAW Project Delivery

Representative: Nelda R. Eüreste, South RAW Project Delivery Manager

Date of Verification: July 22, 2013

This letter serves as verification that Leonel Garza III completed the work task shown in the following table. The conclusion of this condemning authority is that the overall appraisal work for the work task checked below was completed on time and the work product was satisfactory. The work was completed within the past three (3) years from June 2010 to June 2013 on the widening project listed below.

COUNTY: Hidalgo  
 PROJECT: Pharr - Reynosa BSIF  
 ROW CSJ: 0921-02-205  
 LIMITS: Located in the Vicinity of GSA Facility

Mo/Yr Work was Provided	Number of Parcels	Project Management	Title Services	Closing Services	Appraisal Services	Appraisal Review Services	Negotiation Services	Relocation Assistance Services	Condemnation Support Services
June 2010 to June 2013	5				X				

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The work dates provided include, condemnation and or trial work for this project. This included appraisal work for (5) Border Station Inspection Facilities in Hidalgo County and Cameron County. Appraisal reports were delivered on-time with a 0% condemnation rate on this project.

Total Project Appraisal Cost: \$ 18,450  
 Average Cost Per Appraisal: \$ 3,690

**SOQ Requirement No. 6:**

The office of Leonel Garza Jr. & Associates LLC is actively working on multiple right of way projects in South Texas. A standard workload for this office is an approximate average of 30 to 50 appraisal reports per month. We are currently working on a ROW project known as the FM 493 Project under the direction of the Texas Department of Transportation (TxDOT). This appraisal assignment is a priority project for TxDOT and scheduled to be completed by November 2013. TxDOT has requested this firm and contracted acquisition providers to expedite by both the appraisal and the negotiations of said parcels due to the clients time constraints for future construction. This office is on schedule to comply with the assignment. The project consists of 133 Parcels of which Garza & Associates is the sole appraiser on the project. To date, approximately 47% of the project has been delivered to TxDOT within the first 30 days of the project. Our goal is to complete said 133 parcels within 120 days (or less) based on the agreement set forth by TxDOT. This project consists of primarily vacant land with less than 15 relocation properties. This office specializes in these types of projects of which this project includes the coordination with (4) different acquisition providers selected by TxDOT. Currently Right of Way appraisal work consists of approximately 80% of our office current appraisal assignments.

**SOQ Requirement No. 7:**

Leonel Garza Jr. & Associates LLC does not hire sub-contractors, sub-consultants for this type of work scope.

**SOQ Requirement No. 8:**

The following DBE and HUB Certification are for Leonel Garza Jr. & Associates LLC. Both are active.



**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

**LEONEL GARZA, JR. & ASSOCIATES, LLC.**

*Issuance Date: February 12, 2008*

*This Certificate is subject to suspension or revocation, and DBE information is verified annually upon the issuance month.*

*Efrem Casarez*

Efrem Casarez, Program Manager  
Business Opportunity Programs

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION & COMPLIANCE**

**State of Texas**  
**Historically Underutilized Business**  
**Certification and Compliance Program**



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

**LEONEL GARZA, JR. & ASSOCIATES, 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 14-AUG-2010, 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.

A handwritten signature in cursive script that reads "Paul A. Gibson".

Certificate/VID Number: 1742948770900  
File/Vendor Number: 14984  
Approval Date: 09-AUG-2010  
Expiration Date: 09-AUG-2014

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

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies 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/cmbi/hubonly.html>) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

**SOQ Requirement No. 9:**

Leonel Garza Jr. & Associates LLC does not have, nor has ever had any pending litigation cases with respect with any work performed.

**SOQ Requirement No. 10:**

Amount of professional liability insurance coverage carried by firm



**Texas Department of Transportation (TxDOT)**  
**CERTIFICATE OF INSURANCE**

Form 1020-C6  
Professional Provider Insurance  
(Rev. 03/13)  
Page 2 of 2  
(Previously Known As Form 1560-CSS)

This certificate of insurance is provided for informational purposes only. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the referenced policies control over the terms of this certificate.

Prior to the beginning of work, the Contractor shall obtain the minimum insurance and endorsements specified. Only the TxDOT certificate of insurance form is acceptable as proof of insurance for department contracts. Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on page one of this form. Copies of endorsements listed below are not required as attachments to this certificate.

Insured: Leonel Garza Jr. & Associates, LLC  
 Street/Mailing Address: 1419 Dove Ave Suite 1  
 City: McAllen State: TX Zip Code: 78504  
 Phone Number: 956-687-7295 Vendor ID Number (11 digits): 17429487709

Contractor/Client (if applicable): \_\_\_\_\_  
 Street/Mailing Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Vendor ID Number (11 digits): \_\_\_\_\_

**Workers' Compensation Insurance Coverage:**  
 Enclosed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: <u>Hartford Ins. Co of the Midwest</u>		Carrier Phone Number: <u>1-800-447-7649</u>		
Address: <u>P.O. Box 5556</u>		City: <u>Hartford</u>	State: <u>CT</u>	Zip: <u>06102-0556</u>
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Workers' Compensation	<u>65WBACAE17201</u>	<u>01/11/13</u>	<u>01/11/14</u>	<u>Not Less Than: Statutory - Texas</u>

**Commercial General Liability Insurance:**

Carrier Name: <u>Sentinel Ins Co, LTD - The Hartford</u>		Carrier Phone Number: <u>1-800-447-7649</u>		
Address: <u>P.O. Box 6556</u>		City: <u>Hartford</u>	State: <u>CT</u>	Zip: <u>06102-0556</u>
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Commercial General Liability Insurance Bodily Injury Property Damage <b>OR</b> Commercial General Liability Insurance	<u>65SBATE2179</u>	<u>05/18/13</u>	<u>05/18/14</u>	Not Less Than: \$500,000 each occurrence \$100,000 each occurrence \$100,000 for aggregate <b>OR</b> \$600,000 combined single limit

**Automobile Liability Insurance:**

Carrier Name: <u>State Auto Mutual Ins. Co</u>		Carrier Phone Number: <u>1-888-327-5650</u>		
Address: <u>P.O. Box 182738</u>		City: <u>Columbus</u>	State: <u>OH</u>	Zip: <u>43218-2738</u>
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Business Automobile Policy Bodily Injury  Property Damage	<u>BAP2325081-02</u>	<u>05/23/13</u>	<u>05/23/14</u>	Not Less Than: \$250,000 each person \$500,000 each occurrence \$100,000 each occurrence

**Authorized Agent name, address and zip code:**  
Shepard Insurance Agency P.O. Box 4288 McAllen, TX 78502

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect. If this form is sent by facsimile machine (fax), the sender adapts the document received by TxDOT as a duplicate original and adapts the signature produced by the receiving fax machine as the sender's original signature.

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under sections 553.021 and 553.026 of the Texas Government Code, you also are entitled to receive and review the information. Under section 559.004 of the Government Code, you are also entitled to request that we correct information about you that is incorrect.

Area Code (956) 686-3888 Original Signature of Authorized Agent [Signature] Date 07/22/13  
 Authorized Agent's Phone Number \_\_\_\_\_

**Banking Information**

International Bank of Commerce  
 1 South Broadway McAllen, TX 78501  
 Adrian Villarreal, Senior Vice President (956) 686-0263

**SOQ Requirement No. 11:**

**COUNTY OF HIDALGO REFERENCES**

**Hidalgo County Commissioner A.C. Cuellar Jr.**  
**County Precinct No. 1**  
 1902 Joe Stephens Avenue  
 Weslaco, Texas 78596  
 (956) 968-8733 (Office)

**Hidalgo County Judge Ramon Garcia**  
 302 W. University Drive  
 Edinburg, TX 78539  
 (956) 318-2600 (Office)

**Hidalgo County Commissioner Hector Tito Palacios**  
**County Precinct No. 2**  
 300 W. Hall Acres Suite G  
 Pharr, Texas 78577  
 (956) 787-1891 (Office)

**Hidalgo County Purchasing Department**  
**Martha L. Salazar - Purchasing Agent**  
 2802 S. Business Highway 281  
 (956) 318-2626

**Hidalgo County Commissioner Joseph Palacios**  
**County Precinct No. 3**  
 1051 N. Doolittle Road  
 Edinburg, Texas 78542  
 (956) 383-3112 (Office)

**Hidalgo County Planning Department**  
**Raul E. Sesin P.E.**  
 Planning Administrator  
 1304 S. 25th Street  
 Edinburg, Texas 78539  
 (956) 318-2840

**Hidalgo County Right of Way Department**  
 Jose N. Pena, Director (**Retired - 2013**)  
 517 Bluebird Avenue  
 McAllen, Texas  
 (956) 821-4755 (Mobile)

**Hidalgo County Drainage District No. 1**  
 Godfrey Garza - District Manager  
 902 Doolittle Road, Edinburg, Texas  
 (956) 292-7080

**TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) REFERENCES**

Mario Jorge	(210) 615-1110	<b>San Antonio District Engineer</b> (Former Pharr District Engineer)
Nelda Eureste	(361) 808-2293	<b>Right of Way Division</b> South Region Project Delivery Manager / Former Right of Way Administrator Corpus Christi District
Jesse Esquiredo	(956) 702-6174	<b>ROW Division - Pharr District</b> Right of Way Appraiser III
Ramon Jimenez	(956) 702-6287	<b>ROW Division - Pharr District</b> Right of Way Appraiser III
Jaime Cruz	(956) 702-6287	<b>ROW Division - Pharr District</b> Right of Way Agent V
Linda Morgan Doss	(361) 808-2268	<b>ROW Division - Corpus Christi District</b> Right of Way Agent V

**RIGHT OF WAY STATE ROWAP ACQUISITION COMPANY REFERENCES**

**AR/WS Texas, LP**  
 Charlie Davis, Partner  
 1500 Industrial Boulevard, Suite 230  
 Abilene, Texas 79602  
 (325) 672-5540 (Office)  
 www.arws.com

**Cobb Fendley & Associates, Inc.**  
 Arthur West  
 3301 Airport Freeway, Suite 320  
 Bedford, Texas 76021  
 (817) 445-1016 (Office)  
 www.cobfen.com

**Half Associate, Inc.**  
 Larry Montenegro, ROW Agents  
 1201 North Bowser Road  
 Richardson, Texas 75081  
 (214) 346-6200  
 www.half.com

**RGV Right of Way Services Inc.**  
 Oscar Garza Jr.  
 3910 West Freddy Gonzalez  
 Edinburg, Texas 79539  
 (956)467-9742

**RIGHT OF WAY LEGAL REFERENCES**

James William Kirk II	(512) 463-2004	<b>State of Texas, Office of the Attorney General</b> <i>Assistant Attorney General III</i>
Betsy Jane Johnson	(512) 475-2994	<b>State of Texas, Office of the Attorney General</b> <i>Assistant Attorney General V</i>
Greg Kasen	(956) 682-5501	<b>Atlas Hall Rodriguez</b> <i>Attorney whom handles Condemnation Cases for Hidalgo County, TX</i>
Dan Worthington	(956) 682-5501	<b>Atlas Hall Rodriguez</b> <i>Attorney whom handles Condemnation Cases for Hidalgo County, TX</i>
Stephen L. Crain	(956) 682-5501	<b>Atlas Hall Rodriguez</b> <i>Attorney of Record for Hidalgo County and oversees Condemnation Cases for Hidalgo County, TX</i>

**SAMPELING OF RIGHT OF WAY PROJECTS  
PERFORMED BY LEONEL GARZA JR. & ASSOCIATES LLC**

<b>Texas Department of Transportation</b>	<b>Parcels</b>	<b>Area</b>
Border Station Inspection Facilities (BSIF) Los Tomates, Los Indios, Pharr)	3	Hidalgo & Cameron County
Highway 281 / FM 755 Overpass	3	Brownsville
US Highway 77 @ Farm To Market 3248	3	Brownsville
Arroyo Veleno Bridge Expansion Project	7	Zapata
Las Cuatas Road Project	7	Brooks County
US Highway 281 Overpass / Bypass Project	11	Falfurrias
Farm To Market 2444 (Staples Street Road Expansion Project)	33	Corpus Christi
Farm to Market 511 & Tollway Right of Way	65	Brownsville
South Padre Island Drive (Highway) Project	69	Corpus Christi
Farm To Market 493 - Champion St. To Military Highway (On-Going Project)	130	Donna
US Highway 83 (Roma to Webb County Line)	178	Starr County & Zapata County

<b>City of Alamo</b>	<b>Parcels</b>	<b>Area</b>
Ridge Road	7	Alamo
Tower Road	13	Alamo

<b>City of Mission</b>	<b>Parcels</b>	<b>Area</b>
Mile 2 North Road	31	Mission

<b>Hidalgo County Right of Way</b>	<b>Parcels</b>	<b>Area</b>
LJ Drainage Project	19	Edinburg
North I Road Right of Way Project	121	Edinburg
Faysville Drainage Project	5	Edinburg

<b>Hidalgo County Precinct No. 1</b>	<b>Parcels</b>	<b>Area</b>
Mile 17 Project	10	Eddcouch

<b>Hidalgo County Precinct No. 2</b>	<b>Parcels</b>	<b>Area</b>
Thomas Road Expansion Project	3	Pharr
Border Road Expansion Project	7	Alamo
El Gato Road Right of Way Project	12	Alamo
El Dora Road Right of Way Project	14	Hidalgo
Minnesota Drain Project	15	San Juan
Tower Road Right of Way Project	22	Alamo
Southfork Drainage Project	26	San Juan
South McColl Road Right of Way Project	37	Hidalgo

<b>Hidalgo County Precinct No. 3</b>	<b>Parcels</b>	<b>Area</b>
La Homa Road Right of Way	70	Mission
Farm To Market 681	83	Mission

<b>Hidalgo County Precinct No. 4</b>	<b>Parcels</b>	<b>Area</b>
Alberta Drainage Project	8	Alamo
J-09 Outfall Drainage Project	13	Hidalgo
Trenton Drainage Project	17	Alamo

<b>Hidalgo County Drainage District</b>	<b>Parcels</b>	<b>Area</b>
J-09 Drainage Project	20	Hidalgo

<b>Urban County Program</b>	<b>Parcels</b>	<b>Area</b>
Delta Drain / East Lateral Drainage Project (On-going Project)	50	La Villa / Eddcouch

## HISTORY CERTIFICATION FROM TEXAS APPRAISER LICENSING & CERTIFICATION BOARD FOR LEONEL GARZA III (2013)

### National Registry Appraiser Report

First Name :	LEONEL
Middle Initial :	
Last Name :	GARZA
Name Suffix (Jr, Sr, etc.):	III
Company Name :	
Street Address :	1419 W DOVE AVE STE 1
City :	MCALLEN
State :	TX
Zip Code :	78504
County:	HIDALGO
Telephone Number :	956-687-7295
Status:	Active
Licensing State:	TX
State License Number:	1328375
License Certificate Type:	Certified General
Effective Date of License :	1/3/2013
Expiration Date of License :	12/31/2014
Conforms to AQB Criteria :	Yes
State Data Last Updated On :	9/23/2013
Current Disciplinary Actions Limiting Ability to Appraise :	None

[https://www.asc.gov/PrintAppraiserDetail.aspx?key=m7vauOPxHsoe7dufsxS2Bg\\*\\*&Standard=1](https://www.asc.gov/PrintAppraiserDetail.aspx?key=m7vauOPxHsoe7dufsxS2Bg**&Standard=1)

**Disclosure of Conflict of Interest & Non-Collusion**

The office of Leonel Garza Jr. & Associates LLC does not have a conflict of interest with the anyone associated with the Hidalgo County Regional Mobility Authority its employees or subcontractors thereof. Leonel Garza Jr. & Associates LLC and all employees are available to certify that no collusion with any other company and or temporary appraisers engaged in the same line of business or commerce has or will take place during the course of the proposed contract. No appraisers hired by Leonel Garza Jr. & Associates LLC are contract labor nor associated or employed with neither the County of Hidalgo Regional Mobility Authority, Hidalgo County, Texas Department of Transportation or any other appraisal firm.

**Non-Discrimination**

Leonel Garza Jr. & Associates LLC does not discriminate against any employee or applicant for employment based on race, religion, sex, national origin or disability.

**Davis Bacon Act**

The office of Leonel Garza Jr. & Associates LLC understands the guidelines specified by the Davis Bacon Act toward wage and hour related terms as indicated by the Act and the U.S. Department of Labor.

**General Terms and Conditions**

Issues addressed as indicated pertinent to Appraisal SOQ General Terms & Conditions are accepted and understood by Leonel Garza Jr. & Associates LLC.

**Schedule of Events**

Once the contract is awarded to Leonel Garza Jr. & Associates LLC, an inspection of the subject property shall proceed once authorization has been provided by Hidalgo County Regional Mobility Authority and or the owner of record of the subject property being appraised. The time frame for each report shall depend on the complexity of the project and the time line specified by the Hidalgo County Regional Mobility Authority.

**Ethical Standards**

The primary appraiser of Leonel Garza Jr. & Associates LLC, Leonel Garza III. He is the Chairman of the Hidalgo County Subdivision Review Board, Appointed May 1999 by the Hidalgo County Commissioner Court and Chairman of the Hidalgo Building Line of Adjustments Board, Appointed in 2005. Mr. Garza has continued in these positions being re-appointed for continued terms since 1999. These positions in no way affect the ethical standards required to perform said appraisal work for the HC-RMA and or Hidalgo County, a Municipality, State Agency nor any other condemning authority involved in the proposed project.

Quality of life is the primary goal of the review board. This ensures that all utilities available to the potential purchasers of lots are on-site and or to be constructed. In addition the Board insures that proper drainage, street access, minimum lot sizes, setbacks, septic tank installment, and variances are reviewed by the Board and Staff before submittal to the Hidalgo County Commission for final approval. No discussion of property values are discussed during these meeting. The Hidalgo County Subdivision Review Board is a voluntary commission appointed by each individual's Precinct County Commissioner for a two-year term unless otherwise noted. The appointment is based on the individuals knowledge of all aspects of real estate, right-of-ways, easements and other pertinent factors which affect raw land and or proposed subdivision development, lot re-subdivision etc.

**USPAP Compliance**

All appraisal reports shall comply with all State and Federal laws as indicated by the Texas State Licensing and Certification Board, Texas Appraisal & Licensing Board, Uniform Standard of Appraisal Practice, the National Appraisal Institute, and Texas Senate Bill 18. All services provided by Leonel Garza Jr. & Associates LLC shall comply with all State, Federal and Uniform Standards of Professional Appraisal Practice along with the Texas Department of Transportation Appraisal and Review Manual. All appraisals performed by this office are personally inspected and photographed by the primary appraiser, Leonel Garza III. Mr. Garza, as the primary appraiser, must sign the document certifying the compliance to all State, Federal and USPAP regulations.

**Employee Payment**

All appraisers and personal assistants of Leonel Garza Jr. & Associates LLC are paid on a salary basis in which all State, Federal and Social Security withholdings are applied. It is understood that no employee is entitled to benefits received by the county civil service system and or other benefits received by the Hidalgo County Regional Mobility Authority.

**Appraisal Process**

The scope of the assignment is to appraise the area as fee simple and or easement in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope shall require the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. Each property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The standard scope of the assignment for right of way appraisals requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the part to be acquired. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales shall be gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, and conversations with various owners along the project. Listings along the respective projects shall also be reviewed in order to determine the current market asking price for property along the project.

Each appraisal shall be developed on a Texas Department of Transportation Form A-5 or an Form A-6 and Form A-5s format as promulgated by the Texas Department of Transportation. Each report as of September 1, 2011 must comply with Texas State Senate Bill 18. Leonel Garza III has undergone the mandatory training thru the Texas Department of Texas Training on *Senate Bill 18 (SB-18)* and has included all changes associated with the new law in each report. Mr. Garza is fully aware of the magnitude of the Bill and the overall reporting and valuation effects of the SB-18 and most recently attended the International Right of Way Association Legal Seminar on the "2013 Eminent Domain Seminar held in San Marcos, Texas in September 2013.

The appraisal report shall indicate the current market value of the part to be acquired as per date of on-site and or off-site inspection of which will not include project influence as indicated by the Texas Attorney General Office and specified by the Texas Department of Transportation. Once the appraisal has been concluded the report shall be delivered to the client, of which four (4) original copies shall be included in

each appraisal packet. Once negotiations have begun, the appraiser shall be available to answer any questions or concerns by the property and assist the negotiator as needed. In the event a consensus cannot be made as to the market value, the appraiser shall be prepared to continue and prepare for condemnation proceedings of which will be billed at an additional hourly cost. This service shall continue until all trial and or other court proceedings are concluded in the acquisition of the subject property.

**Conclusion**

The Office of Leonel Garza Jr. & Associates LLC would like to thank you for the opportunity to submit the qualification of its staff and are available to answer any questions or concerns you may have in reviewing said document.

---

END OF DOCUMENT

# PROFESSIONAL APPRAISAL SERVICES, INC.

REAL ESTATE APPRAISERS - CONSULTANTS - ANALYSTS

P.O. BOX 3722

McALLEN, TEXAS 78502

TELEPHONE (956) 687-9535

FAX (956) 687-9539

JOHN H. MALCOM, JR, MAI, CCIM, SR/WA  
APPRAISAL INSTITUTE, CIREI, IRWA  
STATE CERTIFIED – GENERAL APPRAISER

September 27, 2013

Ms. Flor Koll, Program Director  
Hidalgo County Regional Mobility Authority  
118 South Cage Boulevard, 4<sup>th</sup> Floor  
Pharr, Texas 78577

RE: Request for Statement of Qualifications – APPRAISAL SERVICES 2013

Dear Sirs:

Thank you for the opportunity to provide information on Professional Appraisal Services, Inc. I have completed the Request for Qualifications and attached the information requested to assist in selecting an appraiser for Hidalgo County Regional Mobility Authority. I hope that the information is helpful and look forward to working with you in the near future.

Yours Truly,

A handwritten signature in blue ink, appearing to read "John H. Malcom, Jr.", is written in a cursive style.

John H. Malcom, Jr, President  
Professional Appraisal Services, Inc.

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Firm name, including address of all firm offices identifying in which office the work will be performed. ....	3
Name, position, phone and fax numbers of contact person.....	3
Names of principals in the firm; years firm has been in business.....	3
Number of staff by discipline in the office that will be working on project, copies of their resumes and appointed project manager for proposed projects. ....	4
List at least three related TxDOT projects with dates, number of parcels appraised, final appraisal cost and names, addresses and phone numbers of representatives of these TxDOT projects who can be contacted as references. ....	4
Current workload of the staff and office that would be responsible for the project(s). ....	5
Names, disciplines and resume of sub-consultants (if any) proposed for the project. ....	6
Disadvantaged Business Enterprise (DBE) and Affirmative Action status of firm and sub-consultants. ....	6
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Amount of professional liability insurance coverage carried by your firm.....	6
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**Number of staff by discipline in the office that will be working on project, copies of their resumes and appointed project manager for proposed projects.**

The office staff to assist HCRMA includes 3 persons. John Malcom is the principal and real estate appraiser; Tony Morin works in a support position, and Dottie Malcom is office manager. A resume for John Malcom is included in the addenda of the RFQ. John Malcom would be the project manager for the project.

I have reviewed the list of agencies cited in Part II of the RFQ. Over the course of more than 30 years, we have performed work for most of the agencies cited. To the best of my knowledge we have a good working relationship with all agencies active in right of way acquisition and a good reputation within the community for objective and impartial valuation services. We have provided appraisal services using both the State and Federal valuation methods.

**List at least three related TxDOT projects with dates, number of parcels appraised, final appraisal cost and names, addresses and phone numbers of representatives of these TxDOT projects who can be contacted as references.**

2013 – City of McAllen. This project included 20 parcels of land to be acquired for future Erie Avenue. The project included a mix of acquisitions and included whole and partial takings as well as acquisitions of property encumbered by access easements. It included improved properties as well as unimproved land. Seventeen parcels have been completed at an average cost of \$1,665/parcel. The appraisal reports are prepared to TxDOT standards using a modified report format. The project is on schedule. The contact person is Jeanie Backor, Land Acquisition Deputy Director for the City of McAllen. She can be reached at 1300 Houston Avenue, McAllen, Texas 78501 or by phone at 956 681-1188.

2013 – Halff & Associates for Brownsville/South Padre Island International Airport. This project has included 8 parcels in 2013. The airport is acquiring right of way for future runway expansion. The number of parcels is not defined at this time. Parcels are added when property owners indicate they will consider offers to purchase their property and depending on the acquisition budget for the airport. So far the properties have included a mix of single family residences and unimproved land. The reports have been prepared to TxDOT standards using a modified form. The project is on schedule. The average cost for appraisal reports has been \$1,275/parcel. The contact person is Larry Montenegro, SRWA. He can be reached at Halff & Associates, 1201 N. Bowser Road, Richardson, Texas 75081 or by phone at 214 217- 6647.

2013 – L&G Engineering for City of Mission. This project included 8 parcels located along Inspiration Road beginning on the north side of US Expressway 83 and extending south beyond Business Highway 83. Although the project included only 8 parcels it included commercial land along US 83, 2 convenience stores, 4 industrial properties, and one residential property. The report formats included A-5 and A-6 forms promulgated by TxDOT. The average cost per parcel was \$2,206 and the parcels were completed on schedule. Contacts for this project include the Project Manager Jacinto Garza, CEO of L&G Engineering and Luana Gonzalez and Fred Herrera, Right of Way Administrators for L&G Engineering. They can be reached at 900 S. Stewart Road, Mission, Texas 78572 or by phone at 956 585-1909.

2012 – TxDOT Aviation Department. This project included 2 parcels for extension of the runway for the Weslaco Airport. The property rights appraised included partial acquisitions from both properties. The property rights acquired included land acquired in fee simple and aviation easements extending over portions of the remainder property. The aviation easements commenced from around 33 ' to 51' above the ground level. The parcels included a residence and an agricultural tract located in the path of development. The appraisals were prepared to TxDOT standards utilizing the TxDOT long form, form A-5. The average cost per parcel was \$2,400. The contact person is T. Scott Bryan, TxDOT Aviation Division. He can be reached at 125 E. 11<sup>th</sup> Street, Austin, Texas 78701-2483 or by phone at 512 416-4538 or 800 68-PILOT.

2012 & 2013 – City of Donna. Over the last year we have worked on diverse and unusual property assignments for the City of Donna. These have included the Donna International Bridge, the land inventory around the bridge, commercial land in the City and easements for outdoor advertising signs. Assignments have included appraisal review and narrative appraisal reports. The average appraisal cost for 7 properties was \$3,471/parcel. The contact person is Fernando Flores, Planning Director. He can be reached at 312 S. 12<sup>th</sup> Street, Donna, Texas 78537 or by phone at 956 464-6917.

**Current workload of the staff and office that would be responsible for the project(s).**

Professional Appraisal Service, Inc. is currently working at full capacity and we attempt to work at that level at all times. Our current assignments include a pipeline project for the City of Brownsville Public Utilities Board. It includes approximately 70 parcels, primarily in Hidalgo County. This assignment should be completed by year end 2013 or early in 2014.

I have had discussions regarding several right of way projects but none have been awarded for late 2014 when this project is anticipated to begin. My office specializes in right of way assignments for public entities and I prioritize these types of projects. If we are awarded a contract with the RMA, and accept the

responsibility of working on the project, the resources of the office will be available to assure that the contract is completed on budget and on schedule.

At the current time and with the available staff, our workload would approximate 20-30 right of way parcels per month.

**Names, disciplines and resume of sub-consultants (if any) proposed for the project.**

At this time, no sub-consultants are anticipated for this project. If any sub-consultants were to be utilized, the specialization would be in right of way appraisal and the sub-consultants would work under my supervision.

**Disadvantaged Business Enterprise (DBE) and Affirmative Action status of firm and sub-consultants.**

Professional Appraisal Services, Inc. does not discriminate against any employee or applicant for employment because of race, religion, sex, national origin, or disability, unless those factors are bona fide occupational qualifications necessary to the normal operation of the contractor.

Professional Appraisal Services, Inc. is not classified as a Disadvantaged Business Enterprise.

**Listing of all pending litigation against or involving the firm or its agents or employees with respect to any work performed.**

There is no known litigation pending against Professional Appraisal Services, Inc. or its agents or employees.

**Amount of professional liability insurance coverage carried by your firm.**

Professional Appraisal Services, Inc. carries \$1,000,000 in Professional Liability Insurance. Certificates of insurance are available on request.

**Name and phone number of person to contact at the bank where the firm does business.**

Please contact Miles Beeching at Frost Bank, 2424 North Tenth Street, McAllen, Texas 78501. Phone 956 682-1241.

**Any other items, which the consultant deems necessary.**

The Uniform Standards of Professional Appraisal Practice requires geographic competency and well as technical competency. Over a period of more than 30 years we have attained the knowledge necessary to provide competent services for this project. Our work has encompassed all types of property and we have worked in almost every community in Hidalgo County. Our clients have included entities of the Federal Government as well as Hidalgo County and most of the cities in the County. We have experience working with local irrigation districts, public utilities and private companies involved in right of way acquisition.

Our success in working with governmental entities results from our knowledge of the area and from completing assignments on schedule. We are ready to begin work immediately after negotiating a contract for services.

**UNDERSTANDING OF THE PROJECT – POTENTIAL PROBLEMS AND CONCERNS:**

Appraisal services for Hidalgo County RMA may include the valuation of whole properties and partial acquisitions. We are thoroughly familiar with the requirements of both types of assignments.

An appraisal of a whole property will include an entire economic unit of land, together with improvements to the land. Appropriate valuation methods may include a sales comparison approach for the land and a cost approach, sales comparison approach and income approach to value the property “as improved”. The minimum requirements would be to value the property in conformance with the Uniform Standards of Professional Appraisal Practice. If any Federal funding would be included for acquisition or construction purposes it would also be necessary to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Act).

A partial acquisition occurs when only a portion of a property is acquired for public use. This could include a strip of land from a larger property or an acquisition of an easement. A partial acquisition results when only a portion of a larger property is being acquired. A partial acquisition may result when an the property is acquired for drainage, roads, pipelines, or other purposes. When this happens, it is necessary to consider the appropriate acquisition guidelines. For Hidalgo County RMA, right of way would be acquired utilizing the requirements for the State of Texas and in conformance with the Uniform Standards of Professional Appraisal Practice. Again, if any Federal funds are utilized for acquisition or construction, the appraisals would be prepared in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Act).

For a partial acquisition, the State of Texas requires the appraiser to consider the value of the whole property before the acquisition, the value of the part to be acquired, and the value of the remainder property both before and after the acquisition. The part to be acquired can be appraised as a separate economic unit or as a part of the larger property. The appropriate method depends on the highest and best use of the part to be acquired and if damages will result to the remainder property. Total compensation includes compensation for the part to be acquired plus damages to the remainder (if any). If the acquisition results in an enhancement (increased value to the remainder after the taking), the enhancement can only be used to offset damages.

When appraising property for right of way purposes, we will contact the property owners by certified mail, by regular mail or by telephone. We will offer the owner the opportunity to accompany us when we inspect the property and secure permission to visit the property. The results of our investigation and analysis will be communicated to the client in a narrative appraisal report. The report will be either a summary or self-contained appraisal report depending on the client's requirements. We are available to meet with the property owners or the County at any time in the course of the project. If corrections or changes are necessary for an appraisal report, we will complete revisions and changes within 2 days. If condemnation is necessary, we will be available for pre condemnation conferences, mediation, special commissioner's hearings or trial. We are familiar with the aspects of real estate appraisal for right of way purposes.

## **Closing**

Thank you for considering Professional Appraisal Service, Inc. for appraisal services for the Hidalgo County Regional Mobility Authority.

I believe that we can provide quality and timely valuation services for your project and hope that we will be selected as one of the firms to provide those services.

Please let me know if I can provide any additional information, I look forward to hearing from you in the near future.

Sincerely,

A handwritten signature in blue ink that reads "John H. Malcom, Jr." in a cursive style.

John H. Malcom, Jr., President  
Professional Appraisal Services, Inc.

## **Addenda**

### **QUALIFICATIONS - JOHN H. MALCOM JR, MAI, CCIM, SR/WA**

#### **EDUCATION**

##### College

University of Texas at Austin, B.B.A. Degree Finance  
Southwest Texas State University

##### American Institute of Real Estate Appraisers

Exam 1A1- Real Estate Appraisal Principles - July 23, 1982  
Exam 1A2- Basic Valuation Procedures - January 28, 1983  
Exam I410- Standards of Professional Practice, Part A - March 20, 1997  
Exam I420- Standards of Professional Practice, Part B - March 22, 1997  
Exam 430 - Standards of Professional Practice, Part C - September 17, 2002  
Exam 1B-A Capitalization Theory and Techniques Part A - June 08, 1985  
Exam 1B-B Capitalization Theory and Techniques Part B - June 15, 1985  
Exam 3 - Rural Valuation - March 17, 1986  
Exam 2-1 Case Studies - September 26, 1987  
Exam 2-2 Report Writing Valuation & Analysis - October 3, 1987  
Comprehensive Examination - Passed February 13, 1989

##### Commercial Investment Real Estate Institute

Exam CI 101 - Fundamentals Real Estate Investment & Taxation - October 4, 1991  
Exam CI 201 - Market Analysis for Commercial Real Estate - June 12, 1992  
Exam CI 301 - Decision Analysis for Commercial Real Estate - August 7, 1992  
Exam CI 402 - Essentials of Marketing Commercial Property & Services - 9/23/1995  
Comprehensive Examination - Passed January 28, 1993

##### International Right of Way Association

Course 100 - Principles of Land Acquisition - October 23, 1998  
Course 103 - Ethics and the Right of Way Profession - February 15, 2000  
Course 214 - Skills of Expert Testimony - February 18, 2000  
Course 401 - Appraisal of Partial Acquisitions - June 18, 1999  
Course 800 - Principles of Real Estate Law - March 28, 2001  
Course 803 - Eminent Domain Law Basics / Right of Way Professionals - Feb. 16, 2000  
Course 900 - Principles of Real Estate Engineering - October 19, 2000  
Course 215 - Pipeline Right of Way Agents Development Program - October 16, 2001  
Course 206 - Presentation Skills - 1/18/2002  
Course 403 - Easement Valuation - 6/04/2004  
Comprehensive Examination - Law Section - Completed March 31, 2001  
Comprehensive Examination - Negotiation Section - Completed May 26, 2001  
Comprehensive Examination - Appraisal Section - Completed June 25, 2001  
Comprehensive Examination - Engineering Section - Completed October 18, 2001

## **PROFESSIONAL AFFILIATIONS**

Member National Association of Realtors

Member Texas Association of Realtors

Member Greater McAllen Association of Realtors

Licensed Real Estate Broker State of Texas, #305134

Member Appraisal Institute, MAI Certificate #8467

Texas General Real Estate Appraiser, Certificate #TX-1320239-G

Commercial Investment Real Estate Institute, CCIM Certificate #4906

Senior Member, International Right of Way Association, SR/WA - Registration #4785

**PROFESSIONAL EXPERIENCE:** 1981 to Present - Real estate appraiser Professional Appraisal Service, Inc., Rio Grande Valley and South Texas. Experience includes appraisals of single and multi-family residential units, residential & office condominiums, office buildings, retail centers, motels, country clubs and golf courses, marinas, mobile home and recreational vehicle parks, warehouses, packing sheds, unimproved land, farms, ranches, grain elevators, residential, commercial, and industrial subdivisions, right-of-way appraisals, appraisals of partial interests (leased fee, leasehold and sub-leasehold estates). Qualified as expert witness for court testimony.

1977 - 1981 Account executive with New York Stock Exchange member of Rotan Mosle in McAllen, Texas. Responsible for investment analysis and portfolio management for individual clients.

## **CONTINUING EDUCATION - SEMINARS**

2011 What Commercial Clients Would Like Appraisers to Know - Online

2011 Real Estate Appraisal Operations - Online

2011 National USPAP Equivalent Course 7 Hours - Online

2011 Data Verification Methods - Online

2011 Cool Tools: New Technology for Real Estate Appraisers - Online

2013 National USPAP Equivalent Course – 7 hours online

2013 Comparative Analysis – 7 hours online

2013 Subdivision Valuation – 7 hours online

2013 Forecasting Revenue – 7 hours online

2013 Introduction to Green Buildings: Concepts and Principles

2013 Residential and Commercial Valuation of Solar

**John Malcom is the only State Certified General Appraiser in the Rio Grande Valley that has earned the MAI designation and the SR/WA designation. The MAI designation is the highest designation awarded by the Appraisal Institute and is the most prestigious appraisal designation in the United States. The SR/WA is the senior designation awarded by the International Right of Way Association and recognizes training, education and experience in the field of right of way.**

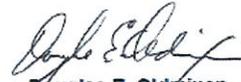
**Texas Appraiser Licensing and Certification Board**

P.O. Box 12188 Austin, Texas 78711-2188

**Certified General Real Estate Appraiser**

Number: **TX 1320239 G**  
Issued: **03/26/2013** Expires: **03/31/2015**  
Appraiser: **JOHN HOLT MALCOM JR**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

  
Douglas E. Oldmixon  
Commissioner

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Item 2G

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  2G  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  12/12/13  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  12/18/13  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2013 -70 – APPROVAL OF AWARD OF CONTRACT FOR TITLE REPORTS AND TITLE COMMITMENT SERVICES FOR STATE HIGHWAY 365 AND INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS.**
  
2. Nature of Request: (Brief Overview) Attachments:  Yes  No  
  
Award of contract to Sierra Title for Title Report and Title Commitment Services for SH 365 and IBTC Projects.
  
3. Policy Implication: Board Policy, Local Government, Texas Government Code, Texas Transportation Code, TxDOT Policy
  
4. Budgeted:  Yes  No  N/A      Funding Source: VRF Bond
  
5. Staff Recommendation: **Motion to approve Resolution 2013 - 70 – Approval of Award of Contract for Title Report and Title Commitment Services to Sierra Title for State Highway 365 and International Bridge Trade Corridor Projects.**
  
6. Program Manager’s Recommendation:  Approved  Disapproved  None
  
7. Planning Committee’s Recommendation:  Approved  Disapproved  None
  
8. Board Attorney’s Recommendation:  Approved  Disapproved  None
  
9. Chief Financial Officer’s Recommendation:  Approved  Disapproved  None
  
10. Executive Director’s Recommendation:  Approved  Disapproved  None



# Memorandum

To: Dennis Burleson, Chairman  
From: Pilar Rodriguez, PE, Executive Director  
Date: December 12, 2013  
Re: **Award of Contract for Title Report and Title Commitment Services**

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## **Background**

On September 27, 2013, the Hidalgo County Regional Mobility Authority (HCRMA) received no responses to the formal solicitation for Request for Proposals for Title Reports and Title Commitment Services for the State Highway 365 (SH 365) and International Bridge Trade Corridor (IBTC) Project. On November 1, 2013, the HCRMA received a single response to the re-advertisement for Request for Proposals for Title Reports and Title Commitment Services.

## **Goal**

With the issuance of the Vehicle Registration Fee Bond and Environmental Clearance approval for the SH 365 in the second quarter of 2014, the HCRMA will be authorized to begin right of way acquisition for the SH 365 Project. As part of the acquisition process, Title Reports and Title Commitments will be required in order to determine ownership of land and to provide insurance that the land can be legally conveyed by the owner. In order to meet the deadline to begin construction of the project by August 2016, the use of contract Title Report and Title Commitment Services will be necessary to close on the acquisition of approximately 350 parcels.

Staff is requesting award of contract to the single respondent to the Request for Proposals for Title Reports and Title Commitment Services, which is Sierra Title.

## **Options**

The Board of Directors could chose to not authorize the award of contract and request re-solicitation of Request for Proposals.

## **Recommendation**

Based on review by this office, **approval of Resolution 2013-70 – Approval of Award of Contract for Title Report and Title Commitment Services to Sierra Title is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2013 – 70

APPROVAL OF AWARD OF CONTRACT FOR TITLE REPORT AND  
TITLE COMMITMENT SERVICES FOR THE STATE HIGHWAY 365  
AND INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS

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

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

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

WHEREAS, 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 Requests for Proposals for Title Report and Title Commitment Services for the SH 365 and IBTC Projects; and

WHEREAS, on September 27, 2013, the Authority received no responses to the Request for Proposals for Title Reports and Title Commitment Services; and

WHEREAS, on November 1, 2013 the Authority received a single response after re-advertising the Request for Proposals for Title Report and Title Commitment Services for the SH 365 and IBTC Project; and

WHEREAS, staff is requesting authorization to award a professional service agreement to Sierra Title for Title Report and Title Commitment services for the Authority;

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

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

Section 2. The Board approves award of a professional service agreement to Sierra Title for Title Reports and Title Commitment Services for the SH 365 and IBTC Projects.

Section 3. The Board authorizes the Executive Director to execute the professional service agreement for Title Reports and Title Commitments with Sierra Title.

\*\*\*\*\*

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 18th day of December, 2013, at which meeting a quorum was present.

---

Dennis Burleson, Chairman

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Ricardo Perez, Secretary/Treasurer



**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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**2013**

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# REQUEST FOR PROPOSALS

Sealed Request for Proposals (RFP) addressed to Ms. Flor Koll, Program Administrator, Hidalgo County Regional Mobility Authority (HCRMA), will be received on **November 1, 2013** until **4:00 PM** at the HCRMA Office (4th Floor) (Pharr City Hall), 118 South Cage Boulevard (P. O. Box 1766 Pharr, Texas 78577) Pharr, Texas for:

## **Title Report/Title Commitment Services 2013**

RFP packets may be obtained at the office of Pilar Rodriguez, PE, Executive Director, 118 South Cage Boulevard, 4<sup>th</sup> Floor, Pharr, Texas 78577 or by email request at [fkoll@hcrma.net](mailto:fkoll@hcrma.net) or [prodriguez@hcrma.net](mailto:prodriguez@hcrma.net). Packets can also be downloaded from the HCRMA website at [www.hcrma.net](http://www.hcrma.net).

Any informational questions regarding this RFP may be directed to Pilar Rodriguez, PE, Executive Director or Louis Jones, PE, Program Manager, by calling (956) 402-4762 or (956) 682-3677 respectively.

RFP's received past the aforementioned deadline shall not be considered. The owner will evaluate the RFP of the firms on the basis of technical ability, experience, ability to perform the work and cost.

Envelopes must be clearly marked:

**RFP - TITLE REPORT/TITELCOMMITMENT SERVICES - HCRMA - 2013**

**Hidalgo County Regional Mobility Authority**  
**Request for Proposals for**  
**Title Report/Title Commitments**

**I. Purpose**

The Hidalgo County Regional Mobility Authority (HCRMA) is soliciting Requests for Proposal (RFP) for Title Report/Title Commitment Services. The Title Reports/Commitments shall be for properties located in Hidalgo County, Texas.

The HCRMA recognizes a need to construct roadway infrastructure to improve mobility in the county, as well as, the movement of goods and service from the various International Ports of Entry. The intent of the work is to conduct title searches and prepare title reports and related exhibits that are necessary for the HCRMA to acquire right of way that is necessary to bid and build a tolled roadway from approximately the Anzalduas International Bridge (FM 396), to the Pharr International Bridge (Spur 600), then to the Donna International Bridge (FM 493) and finally extending to Interstate 2/US 83 at its juncture with State Highway 68.

**II. Services Required**

The respondent(s) selected are to have adequate experienced staffing and a workload free from constraints to produce the work required by the HCRMA. Staff expertise is to include personnel who are Title Examiners and proficient in Texas Department of Transportation (TxDOT) methodologies and requirements for title reports for real property that will be acquired for use as right of way and/or easements.

The respondent(s) shall gather and review title examination materials, assemble a chain-of-title of documents that transfer ownership of real property, reviewing "links" in a chain-of-title and identify owner(s) of real property, decide if liens against property and owners are valid and designate lien holders, locate legal descriptions for property or construct descriptions when necessary, and prepare a report for each title examination that incorporates this information.

Additionally, respondent(s) shall issue title commitments for the purpose of providing the terms and conditions on which the title company will be issuing a title policy. The title commitments shall contain four (4) parts; Schedule A – specific information about the proposed transactions, Schedule B – a list of standard and specific exceptions that the title policy will not cover, Schedule C – requirements that must be met in order for the title policy to be issued and Schedule D – disclosure of ownership and office of the Underwriter, agents and any party receiving premiums for furnishing title evidence, examinations and/or closing the transaction.

The respondent(s) selected are expected to work with the following agencies: HCRMA, TxDOT, City of Mission, City of McAllen, City of Pharr, City of San Juan, City of Alamo, City of Donna, Hidalgo County Drainage District No. 1, Hidalgo County Irrigation District No. 2, Hidalgo County Irrigation District No. 3, Hidalgo County Irrigation District No. 19, Donna Irrigation District No. 1, International Boundaries & Water Commission, and utility companies such as Texas Gas Service, American Electric & Power, Time Warner Communications, Oil/Gas Exploration/Production, Sprint, MCI and ATT. This list of agencies/companies is representative and is not all inclusive.

The selected respondent(s) may also interact with private property owners while performing title reports for the acquisition of right of way and/or easements.

The selected consultant(s) will also perform the work under the supervision of the HCRMA's legal counsel for land acquisition. The Law Office of Daniel G. Rios, P.C. is the legal counsel of record for the HCRMA's land acquisition program.

**Hidalgo County Regional Mobility Authority**  
**Request for Proposals for**  
**Title Report/Title Commitments**

The HCRMA reserves the right to the right to select multiple consultants for this work.

**III. Proposal Requirements**

Each RFP must address, but is not be limited to, the following issues:

- ✓1. Firm name, including the addresses of all firm offices identifying in which office the work will be performed.
- ✓2. Name, position, phone and fax numbers of contact person.
- ✓3. Names of principals in the firm; years firm has been in business.
- ✓4. Number of staff by discipline in the office that will be working on projects, copies of their resumes and appointed project manager for proposed projects.
- ✓5. List at least three related TxDOT projects with dates, number of title reports prepared, final title report cost and names, addresses and phone numbers of representatives of these TxDOT projects who can be contacted as references.
6. Current workload of the staff that would be responsible for the work. ?
7. Names, disciplines and resume of sub-consultants (if any) proposed for the work. ?
8. Disadvantaged Business Enterprise (DBE) and Affirmative Action status of firm and sub-consultants. ?
9. Listing of all pending litigation against or involving the firm or its agents or employees with respect to any work performed. ?
10. Amount of professional liability insurance coverage carried by your firm.
11. Name and phone number of person to contact at the bank where the firm does business. ?
- 12✓ Any other items, which the consultant deems necessary.

**IV. Evaluation Process**

After the deadline for receipt of RFP's, an evaluation committee made up of the HCRMA Executive Director's designated representative(s) will review all proposals utilizing the evaluation criteria noted below.

**V. Evaluation Criteria**

The following criteria and rating points (50 points maximum) will be used to evaluate the proposal:

1. Qualification of key personnel to perform the services requested. (0-3 Points)
2. Recent experience with TxDOT projects comparable to the title report work proposed. (0-3 Points)
3. Reputation for personal and professional integrity and competence. (0-3 Points)
4. Evidence that the consultant has established and implemented an Affirmative Action Program and/or is certified as a DBE (DBE goal is for this project is 12%). (0-3 Points)
5. Current workload. (0-3 Points)
6. Demonstrate ability to meet schedules or deadlines. (0-5 Points)
7. Degree of interest shown in undertaking the work. (0-5 Points)
8. Cost to prepare title reports and title commitments (0-25 Points)

**VI. Contract Award**

It is estimated that this project will be issued and awarded once the authorization is given by the HCRMA Board of Directors and/or HCRMA Executive Director to award a contracts and/or commence title reports.

**Hidalgo County Regional Mobility Authority**  
**Request for Proposals for**  
**Title Report/Title Commitments**

The HCRMA does not guarantee that a contract(s) will be awarded as a result of the RFP. In the event that a contract(s) are awarded, but the contract(s) is not executed, the HCRMA does not guarantee that the contract(s) will be re-awarded. The HCRMA reserves the right to select multiple consultants for this work. The award date for this contract is anticipated in October 2014.

**VII. Inquiries**

Any informational questions for this request or work may be directed to Pilar Rodriguez, PE, HCRMA Executive Director or Louis Jones, PE, HCRMA PMC, by calling (956) 402-4762 or (956) 682-3677 respectively.

Respondents shall restrict all contact with the HCRMA Board of Directors and direct all questions regarding this RFP, including questions regarding terms and conditions and technical specifications, to the points of contact. Failure to comply with this procedure may result in disqualification.

**VIII. Response Deadline**

Sealed proposals must be received at the office of Flor Koll, Program Administrator, HCRMA, P.O. Box 1766, Pharr, TX 78577, or 118 S. Cage Boulevard, 4<sup>th</sup> Floor, Pharr, Texas 78577, by **4:00 PM, November 1, 2013** for consideration. Two (2) complete sets of the response must be submitted no later than this date and time in a sealed envelope indicating that its contents are in response to the Request for Proposals for **“Title Report/Commitment Services – HCRMA - 2013”**.

**Hidalgo County Regional Mobility Authority**  
**Request for Proposals for**  
**Title Report/Title Commitments**

**PROJECT NAME:** Title Report/Commitment Services - HCRMA - 2013

**PROPOSAL OPENING DATE:** November 1, 2013 at 4:00 p.m.

**TO:** Pilar Rodriguez, PE, Executive Director, HCRMA, Hidalgo County, Texas

Proposal of Sierra Title of Hidalgo County, Inc.

a corporation

(an individual/a partnership) (A corporation duly organized under the laws of the State of Texas)

The undersigned having carefully read and considered the terms and conditions of the proposal for Title Report Services the Hidalgo County Regional Mobility Authority, does hereby offer to perform such services on behalf of the Hidalgo County Regional Mobility Authority, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the RFP at the unit price, which will include any incidental costs:

Item 1 - Title Search, Report and Exhibits – Per individual property ownership.

**Cost per Title Report**            \$ \$400 plus tax

Item 2 - Title Commitment – Per fee schedule.

**Include a copy of your Company's fee schedule for Title Commitments.**

Respectfully submitted this 24th day of October, 2013

Specify number of days after staff notifies successful respondent that services are needed to complete a title report 3 days. (not to exceed 10 days)

**SIGNATURE:** \_\_\_\_\_

**TYPE/PRINT NAME:** John R. King

**TITLE:** CEO

**COMPANY:** Sierra Title of Hidalgo County, Inc.

**ADDRESS:** 3401 N. 10th McAllen, Texas 78501

**TELEPHONE NO.:** (956) 682-8321

**FAX NO.:** (956) 429-0129

**EMAIL:** mwilson@mca.sierratitle.com

## Proposal Requirements

1. Sierra Title of Hidalgo County, Inc.  
3401 N. 10<sup>th</sup> Street McAllen, Texas 78501 (performing office)  
109 N. 10<sup>th</sup> Street Edinburg, Texas 78501  
301 W. bus. HWY 83 Weslaco, Texas 78596  
7000 N. 10<sup>th</sup> St. Ste C-5 McAllen, Texas 78501
2. Matthew T. Wilson- V.P. Operations - (956) 682-8321
3. John R. King – 42 Years
4. 4-5
5. See attached list
6. N/A
7. N/A
8. N/A
9. N/A
10. See attached
11. Multiple Banks
12. Company's Capability to deliver Services  
Two to Three day turn around on regular lot & block  
Five to Seven day turn around on acreage  
Premium Rate sheet attached  
Additional fees: Escrow, Recordings, Guaranty Fee & Tax Service Fee

## Projects

April 24, 2013  
FM 493 – Champion St. to US 281  
130 Parcels

February 20, 2013  
US 83 Overpass @ Inspiration  
8 parcels

March 22, 2012  
SH 364 – La Homa Road  
1 mile line to 3 mile line  
70 Parcels

September 9, 2010  
FM681 – FM221  
Conway to La Homa  
81 Parcels

Fernando Herrera @ L & G Engineering – 900 S. Stewart Rd., Ste. 9 Mission,  
Texas 78572 (956) 585-1909

Jesus Esquierdo @ TXDOT 600 W. U. S. 83 Expressway Pharr, Texas 78577  
(956) 702-6174

# TEXAS TITLE INSURANCE BASIC PREMIUM RATES

Rates Effective May 1, 2013

Policies Up To And Including	Basic Premium	Policies Up To And Including	Basic Premium	Policies Up To And Including	Basic Premium	Policies Up To And Including	Basic Premium
\$10,000	\$238	\$32,500	\$398	\$55,000	\$556	\$77,500	\$716
10,500	\$242	33,000	\$401	55,500	\$559	78,000	\$720
11,000	\$244	33,500	\$405	56,000	\$565	78,500	\$725
11,500	\$248	34,000	\$408	56,500	\$568	79,000	\$729
12,000	\$252	34,500	\$412	57,000	\$571	79,500	\$730
12,500	\$255	35,000	\$415	57,500	\$575	80,000	\$734
13,000	\$260	35,500	\$419	58,000	\$579	80,500	\$738
13,500	\$264	36,000	\$422	58,500	\$581	81,000	\$742
14,000	\$267	36,500	\$426	59,000	\$585	81,500	\$744
14,500	\$270	37,000	\$429	59,500	\$589	82,000	\$748
15,000	\$272	37,500	\$433	60,000	\$593	82,500	\$753
15,500	\$276	38,000	\$437	60,500	\$597	83,000	\$757
16,000	\$280	38,500	\$441	61,000	\$600	83,500	\$759
16,500	\$284	39,000	\$443	61,500	\$603	84,000	\$762
17,000	\$288	39,500	\$447	62,000	\$607	84,500	\$767
17,500	\$292	40,000	\$450	62,500	\$611	85,000	\$770
18,000	\$296	40,500	\$455	63,000	\$613	85,500	\$773
18,500	\$298	41,000	\$457	63,500	\$617	86,000	\$776
19,000	\$301	41,500	\$462	64,000	\$621	86,500	\$781
19,500	\$304	42,000	\$465	64,500	\$625	87,000	\$785
20,000	\$309	42,500	\$469	65,000	\$628	87,500	\$788
20,500	\$312	43,000	\$471	65,500	\$631	88,000	\$791
21,000	\$317	43,500	\$475	66,000	\$635	88,500	\$795
21,500	\$320	44,000	\$479	66,500	\$640	89,000	\$799
22,000	\$324	44,500	\$483	67,000	\$644	89,500	\$801
22,500	\$327	45,000	\$487	67,500	\$645	90,000	\$804
23,000	\$330	45,500	\$490	68,000	\$649	90,500	\$809
23,500	\$333	46,000	\$493	68,500	\$653	91,000	\$813
24,000	\$337	46,500	\$497	69,000	\$656	91,500	\$817
24,500	\$340	47,000	\$499	69,500	\$659	92,000	\$819
25,000	\$345	47,500	\$503	70,000	\$664	92,500	\$823
25,500	\$348	48,000	\$508	70,500	\$668	93,000	\$827
26,000	\$352	48,500	\$512	71,000	\$672	93,500	\$831
26,500	\$355	49,000	\$515	71,500	\$674	94,000	\$832
27,000	\$358	49,500	\$518	72,000	\$677	94,500	\$837
27,500	\$361	50,000	\$522	72,500	\$681	95,000	\$842
28,000	\$365	50,500	\$525	73,000	\$685	95,500	\$845
28,500	\$368	51,000	\$527	73,500	\$688	96,000	\$847
29,000	\$373	51,500	\$531	74,000	\$692	96,500	\$851

Policies Up To And Including	Basic Premium	Policies Up To And Including	Basic Premium	Policies Up To And Including	Basic Premium	Policies Up To And Including	Basic Premium
29,500	\$376	52,000	\$536	74,500	\$696	97,000	\$855
30,000	\$380	52,500	\$540	75,000	\$700	97,500	\$859
30,500	\$383	53,000	\$543	75,500	\$702	98,000	\$862
31,000	\$387	53,500	\$547	76,000	\$706	98,500	\$866
31,500	\$390	54,000	\$550	76,500	\$709	99,000	\$870
32,000	\$393	54,500	\$553	77,000	\$713	99,500	\$873
						100,000	\$875

**Title Basic Premium Calculation for Policies in Excess of \$100,000**

**Using the table below, apply these steps to determine basic premium for policies above \$100,000:**

- Step 1 In column (1), find the range that includes the policy's face value.
- Step 2 Subtract the value in column (2) from the policy's face value.
- Step 3 Multiply the result in Step 2 by the value in column (3), and round to the nearest dollar.
- Step 4 Add the value in column (4) to the result of the value from Step 3.

(See examples provided following the table.)

(1) Policy Range	(2) Subtract	(3) Multiply by	(4) Add
[\$100,001 - \$1,000,000]	100,000	0.00554	\$ 875
[\$1,000,001 - \$5,000,000]	1,000,000	0.00456	\$ 5,861
[\$5,000,001 - \$15,000,000]	5,000,000	0.00376	\$ 24,101
[\$15,000,001 - \$25,000,000]	15,000,000	0.00267	\$ 61,701
[Greater than \$25,000,000]	25,000,000	0.00160	\$ 88,401



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/28/2013

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).

<b>PRODUCER</b> IBC Insurance Agency, LTD P. O. Box 39790 San Antonio, TX 78218	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (210) 646-9870		FAX (A/C, No): (210) 646-8418
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A : Liberty Surplus Insurance Corp</b>			<b>10725</b>
<b>INSURED</b>  Sierra Title Group 3409 N. 10Th Street Mc Allen, TX 78501	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

### 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.

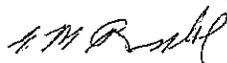
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	<b>Errors &amp; Omissions</b>			EO5NAAQVUX002	10/29/2013	10/29/2014	<b>Aggregate</b>	<b>1,000,000</b>

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

Named Insureds: Sierra Title Company, Inc., Sierra Title of Hidalgo County, Inc.  
Sierra Title of Cameron & Willacy Counties, Sierra Title of New Mexico, Inc.  
Great Western Abstract & Title Company

### CERTIFICATE HOLDER

### CANCELLATION

Insured's Copy	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 

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Item 2H

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  2H  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u> 12/12/13 </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u> 12/18/13 </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2013 -71 – APPROVAL OF INTERLOCAL AGREEMENT WITH HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE TO DEVELOP AND CONSTRUCT DRAINAGE OUTFALLS FOR STATE HIGHWAY 365 AND INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS.**
  
2. Nature of Request: (Brief Overview) Attachments:  Yes     No  
  
Approval of an Interlocal Agreement with Hidalgo County Drainage District Number 1 to develop and construct drainage outfalls for SH 365 and IBTC Projects.
  
3. Policy Implication: Board Policy, Local Government, Texas Government Code, Texas Transportation Code, TxDOT Policy
  
4. Budgeted:     Yes     No     N/A                      Funding Source: VRF Bond
  
2. Staff Recommendation: **Motion to approve Resolution 2013 - 71 – Approval of Interlocal Agreement with Hidalgo County Drainage District Number 1 to develop and construct drainage outfalls for State Highway 365 and International Bridge Trade Corridor Projects.**
  
6. Program Manager’s Recommendation:     Approved     Disapproved     None
  
7. Planning Committee’s Recommendation:     Approved     Disapproved     None
  
8. Board Attorney’s Recommendation:     Approved     Disapproved     None
  
9. Chief Financial Officer’s Recommendation:     Approved     Disapproved     None
  
10. Executive Director’s Recommendation:     Approved     Disapproved     None



# Memorandum

To: Dennis Burleson, Chairman  
From: Pilar Rodriguez, PE, Executive Director  
Date: December 12, 2013  
Re: **Approval of an Interlocal Agreement with HCDD No. 1 to Develop and Construct Drainage Outfalls for SH 365 and IBTC Projects**

---

## **Background**

On August 21, 2013, the Hidalgo County Regional Mobility Authority (HCRMA) directed staff to develop an interlocal agreement with Hidalgo County Drainage District No. 1 (HCDD1) to develop outfalls for the State Highway 365 (SH 365) and International Bridge Trade Corridor (IBTC) Projects.

## **Goal**

With the issuance of the Vehicle Registration Fee Bond and Environmental Clearance approval for the SH 365 in the second quarter of 2014, the HCRMA will require drainage outfalls to be developed and constructed for the SH 365 and IBTC Projects. In coordination with HCDD1, it has been determined that the Hidalgo County Master Drainage Plan calls for several proposed drainage outfalls along the SH 365 and IBTC routes.

Staff is requesting authorization to enter into an interlocal agreement for HCDD1 to design, acquire right of way and construct the drainage outfall infrastructure that is necessary for the SH 365 and IBTC Projects. The HCRMA would participate in its pro rata share of the design, right of way acquisition, construction and other related costs.

## **Options**

The Board of Directors could choose to not authorize the interlocal agreement and undertake the development and construction of drainage outfalls.

## **Recommendation**

Based on review by this office, **approval of Resolution 2013-71 – Approval of an interlocal agreement with Hidalgo County Drainage District Number 1 to develop and construct drainage outfalls for the SH 365 and IBTC Projects is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2013 – 71

APPROVAL OF INTERLOCAL AGREEMENT WITH HIDALGO COUNTY  
DRAINAGE DISTRICT NUMBER ONE FOR DEVELOPMENT AND  
CONSTRUCTION OF DRAINAGE OUTFALLS FOR THE STATE HIGHWAY  
365 AND THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS

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

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

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

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

WHEREAS, on March 28, 2012 the Authority approved the 2012-2017 Strategic Plan - Project Manager Strategy No. 8, which included State Highway 365 (SH 365), International Bridge Trade Corridor (IBTC) and State Highway 68 (formerly Segment D); and

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

WHEREAS, the Hidalgo County Drainage District Number 1 (HCDD1) recognizes the importance of mobility to the region’s economic vitality through the efficient movement of goods, services and people and HCDD1 has offered to help accelerate advance project development on the SH 365 and the IBTC Projects; and

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

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

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

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

Section 2. The Board hereby approves the interlocal agreement with the Hidalgo County Drainage District Number One for development and construction of drainage outfalls for the SH 365 and IBTC Projects, hereto attached as Exhibit A.

\*\*\*\*\*

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 18th day of December, 2013, at which meeting a quorum was present.

---

Dennis Burleson, Chairman

---

Ricardo Perez, Secretary/Treasurer

EXHIBIT A  
INTERLOCAL AGREEMENT WITH HIDALGO COUNTY DRAINAGE DISTRICT  
NUMBER 1 FOR THE DEVELOPMENT AND CONSTRUCTION OF DRAINAGE  
OUTFALLS FOR THE SH 365 AND IBTC PROEJCTS

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

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

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

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

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

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

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

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

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

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

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

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

**1. RMA Responsibilities.**

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

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

## **2. Drainage District Responsibilities.**

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

## **3. Payment for Services.**

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

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

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

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

4. **Term and Termination.**

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

5. **Miscellaneous.**

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



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

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

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

**[signatures to follow]**

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

**HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**

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

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

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

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: \_\_\_\_\_  
Stephen L. Crain

EXHIBIT A

Dates of Completion of Drainage Outfall Facilities

Drainage Outfall Description

Date of Completion of  
Construction

EXHIBIT B  
ENGINEERING SERVICES

EXHIBIT C  
CONSTRUCTION SERVICES

EXHIBIT D  
RMA REPRESENTATIVE

Item 21

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  2I  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  12/12/13  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  12/18/13  </u>
TECHNICAL COMMITTEE	<u>          </u>		

3. Agenda Item: **RESOLUTION 2013 -72 – APPROVAL OF INTERLOCAL AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION TO ISSUE OVERSIZE AND OVERWEIGHT PERMITS, COLLECT FEES AND MAINTENANCE OF ROADWAYS LOCATED IN THE OVERSIZED AND OVERWEIGHT CORRIDOR.**

2. Nature of Request: (Brief Overview) Attachments:   X   Yes     No  
Approval of an Interlocal Agreement with the Texas Department of Transportation to issue oversized and overweight permits.

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

4. Budgeted:     Yes     No   X   N/A                      Funding Source: Overweight Permit Fees

4. Staff Recommendation: **Motion to approve Resolution 2013 - 72 – Approval of Interlocal Agreement with Texas Department of Transportation to issue oversized and overweight permits, collect fee and maintenance of roadways located in oversized and overweight corridor.**

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



# Memorandum

To: Dennis Burleson, Chairman  
From: Pilar Rodriguez, PE, Executive Director  
Date: December 12, 2013  
Re: **Approval of an Interlocal Agreement with the Texas Department of Transportation to issue Oversized and Overweight Permits**

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## **Background**

On September 1, 2013, the Hidalgo County Regional Mobility Authority (HCRMA) was authorized by House Bill 474 to establish an overweight and oversized truck corridor, as well as, issue permits for use of the corridor. The legislation allows the HCRMA to charge up to \$80 per permit. 85% of permit fee must be reserved for construction and maintenance of the corridor, with the remaining 15% going to the HCRMA for administrative costs. Based on projections for overweight trucks, it is estimated that approximately 25,000 permits will be issued per year.

## **Goal**

In order to formally issue the overweight and oversized permits, the HCRMA must enter into an interlocal agreement with the Texas Department of Transportation (TxDOT).

The interlocal agreement formalizes the permit fee of \$80, the administrative fee of 15% for the HCRMA, maintenance of the overweight corridor by TxDOT, monthly reporting requirements for the HCRMA and other provisions required by TxDOT.

## **Options**

The Board of Directors could chose to not authorize the interlocal agreement.

## **Recommendation**

Based on review by this office, **approval of Resolution 2013-72 – Approval of an interlocal agreement with Texas Department of Transportation to issue oversized and overweight permits is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
BOARD RESOLUTION No. 2013-74

APPROVING THAT CERTAIN INTERLOCAL AGREEMENT WITH  
THE TEXAS DEPARTMENT OF TRANSPORTATION FOR  
OVERWEIGHT PERMITTING

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

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

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

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

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

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

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

WHEREAS, the Board finds it to be in the best interest of the Authority and the County to enter into a agreement with TxDOT for the issuance of oversize and overweight permits, the collection of fees, and the maintenance of the roadways located in certain oversize and overweight corridors;

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

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

Section 2. The Board hereby approves that certain Agreement by and between the Department and the Authority relating to the permitting of oversize and overweight vehicles carrying cargo on certain roadways in the County, attached hereto in substantially final form as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Agreement after the Agreement is approved by the Commission and incorporates and final revisions required by the Department as approved by Authority's counsel.

\*\*\*\*\*

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 18<sup>th</sup> day of December, 2013, at which meeting a quorum was present.

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Dennis Burleson, Chairman

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Joe Olivarez, Secretary/Treasurer

EXHIBIT A  
INTERLOCAL AGREEMENT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

### INTERLOCAL AGREEMENT

**THIS AGREEMENT** (the “Agreement”) is entered into by the Contracting Parties under the authority of Texas Government Code, Chapter 791 and Texas Transportation Code, Chapter 623, Subchapter O.

**I. CONTRACTING PARTIES:**

- a. The Texas Department of Transportation (“TxDOT”)
- b. The Hidalgo County Regional Mobility Authority (“HCRMA”)

**II. PURPOSE:** This Agreement between the Contracting Parties for authority to issue permits for the movement of vehicles subject to Transportation Code, Chapter 623, Subchapter K and carrying cargo on a designated route from each of the following locations:

- a. U.S. Highway 281 between its intersection with the Pharr-Reynosa International Bridge and its intersection with State Highway 336;
- b. State Highway 336 between its intersection with U.S. Highway 281 and its intersection with Farm-to-Market Road 1016;
- c. Farm-to-Market Road 1016 between its intersection with State Highway 336 and its intersection with Trinity Road;
- d. Trinity Road between its intersection with Farm-to-Market Road 1016 and its intersection with Farm-to-Market Road 396;
- e. Farm-to-Market Road 396 between its intersection with Trinity Road and its intersection with the Anzalduas International Bridge;
- f. Farm-to-Market Road 2061 between its intersection with Farm-to-Market Road 3072 and its intersection with U.S. Highway 281;
- g. U.S. Highway 281 between its intersection with the Pharr-Reynosa International Bridge and its intersection with Spur 29;
- h. Spur 29 between its intersection with U.S. Highway 281 and its intersection with Doffin Canal Road; and
- i. Doffin Canal Road between its intersection with the Pharr-Reynosa International Bridge and its intersection with Spur 29; or
- j. another route designated by the Texas Transportation Commission in consultation with the HCRMA.

**III. STATEMENT OF SERVICES TO BE PERFORMED:** The Contracting Parties will undertake and carry out the scope of services described in **Attachment A**, Scope of Services.

**IV. PAYMENT:** Payments shall conform to the provisions of **Attachment B**, Budget.

**V. TERM OF AGREEMENT:** This Agreement shall remain in force from the date the Agreement is signed by the State until modified by mutual agreement of the Contracting Parties or unless terminated by mutual written agreement of the Contracting Parties or either party upon failure of the other party to fulfill its obligations as set forth herein.

**VI. LEGAL AUTHORITY:** The Contracting Parties certify that the services provided under this Agreement are services that are properly within the legal authority of the Contracting Parties.

Contract No: \_\_\_\_\_.

This Agreement incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, legal authority of Contracting Parties.

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

By: \_\_\_\_\_  
Pilar Rodriguez Date \_\_\_\_\_  
Executive Director

**FOR THE STATE OF TEXAS**

Executed by the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: \_\_\_\_\_  
Phil Wilson Date \_\_\_\_\_  
Executive Director

**ATTACHMENT A**  
**Scope of Services**

House Bill 474, 83<sup>rd</sup> Legislature, Regular Session, 2013, amended Texas Transportation Code, Chapter 623 (the “Act”) by adding Subchapter Q to provide that the Texas Department of Transportation (“TxDOT”) may authorize the Hidalgo County Regional Mobility Authority (“HCRMA”) to issue permits for the movement of oversize or overweight vehicles carrying cargo on certain roads in Hidalgo County. Pursuant to the Act, the Texas Transportation Commission has previously adopted rules codified under Title 43, Texas Administrative Code, Chapter 28, prescribing procedures for the issuance of permits for the movement of oversize and overweight vehicles and loads, and has adopted new §§28.100-28.107 relating specifically to HCRMA permits (the “Rules”).

The Act provides that TxDOT may authorize the HCRMA to issue permits for the movement of oversize or overweight vehicles carrying cargo on certain roads in Hidalgo County. The Rules prescribe the procedures for the issuance of such permits.

**Article 1. TxDOT Responsibilities**

- A. TxDOT and the HCRMA shall enter into a maintenance contract providing that TxDOT will periodically maintain and repair the designated routes: (i) U.S. Highway 281 between its intersection with the Pharr-Reynosa International Bridge and its intersection with State Highway 336; (ii) State Highway 336 between its intersection with U.S. Highway 281 and its intersection with Farm-to-Market Road 1016; (iii) Farm-to-Market Road 1016 between its intersection with State Highway 336 and its intersection with Trinity Road; (iv) Trinity Road between its intersection with Farm-to-Market Road 1016 and its intersection with Farm-to-Market Road 396; (v) Farm-to-Market Road 396 between its intersection with Trinity Road and its intersection with the Anzalduas International Bridge; (vi) Farm-to-Market Road 2061 between its intersection with Farm-to-Market Road 3072 and its intersection with U.S. Highway 281; (vii) U.S. Highway 281 between its intersection with the Pharr-Reynosa International Bridge and its intersection with Spur 29; (viii) Spur 29 between its intersection with U.S. Highway 281 and its intersection with Doffin Canal Road; and (ix) Doffin Canal Road between its intersection with the Pharr-Reynosa International Bridge and its intersection with Spur 29; or (x) another route designated by the Texas Transportation Commission in consultation with the HCRMA (the “Designated Routes”).
- B. The proceeds from permits sold by the HCRMA, less administrative costs, shall be used to pay for the maintenance costs on the designated oversize or overweight corridor routes referenced above. Maintenance shall include routine maintenance, preventative maintenance, and total reconstruction of roadway and bridge structures.
- C. With regard to the Designated Routes, the responsibility for determining the extent and frequency of such maintenance and repair operations, related inspections, work schedules and traffic routing during such reconstruction, maintenance and repair operations shall rest with the TxDOT District Engineer in Pharr, Texas or his duly authorized representative (the “District Engineer”). The District Engineer will routinely, and at the beginning of each fiscal year, inspect the Designated Routes and determine the extent of repairs and maintenance required on the Designated Routes. The District Engineer shall convey the results of the route inspections to the HCRMA.
- D. TxDOT shall, at its expense, be solely responsible for the maintenance of the roadways in the Designated Routes outside of the pavement limits, including maintenance related to mowing,

roadway, drainage, traffic signals, and signage. Expenses for repairs outside the pavement limits due to damage caused by deterioration, wear and tear, and damages by other vehicles using the facility shall be the responsibility of preventive maintenance operations as determined by the District Engineer.

**Article 2. HCRMA Responsibilities**

- A. The HCRMA shall issue permits for the transport of oversize and overweight loads on the Designated Routes. All permits shall be issued in accordance with the Act, Subchapter Q, the Rules, and the terms of this Agreement. A permit issued by the HCRMA shall include all of the permit requirements contained in Subchapter Q of the Act.
- B. The HCRMA shall collect permit fees, retain up to the allowed percentage of fees for administrative costs, and disburse the remainder of the fees to TxDOT as described in **Attachment B**, Budget.
- C. The HCRMA shall utilize an automated permitting system that meets TxDOT's permitting requirements for the issuance of oversize and overweight permits. The HCRMA shall be responsible for ensuring that all applicable and required information necessary for the issuance of a permit is properly entered into the automated permitting system.
- D. The HCRMA shall ensure that all permit data are accurately entered in the automated permitting system to enable the generation of automated management reports and to create a viable audit trail. The HCRMA shall implement cash handling procedures and be responsible for ensuring that funds collected for the issuance of a permit are properly safeguarded and accounted for.
- E. The HCRMA shall provide TxDOT with monthly reports (due by the 15<sup>th</sup> day of the following month) of all permits issued and funds collected in the issuance of oversize and overweight permits in a form to be approved by TxDOT. The HCRMA shall also provide TxDOT with an annual report. The HCRMA or its agent shall maintain electronic copies of all permits issued through the automated permitting system.
- F. At TxDOT's request, the HCRMA shall execute, at its own expense, a surety bond in the minimum amount of \$500,000 for the cost of maintenance and repair of the roadways described in Article 1 above. The surety bond, if any, must be issued by a company authorized to do business in the State of Texas and shall be approved by TxDOT. A copy of the surety bond shall be kept on file with TxDOT.
- G. The HCRMA in executing this Agreement agrees to comply with all existing laws pertaining to the issuance of permits for the transport of overweight or oversized loads.

\* \* \*

## **ATTACHMENT B**

### **Budget**

#### **Permit Fee Collections and Distribution**

- A. The HCRMA shall collect a permit fee in an amount not to exceed \$80.00 per trip for each permit issued, as such amount may be adjusted from time to time as permitted under Subchapter Q, Chapter 623, Texas Transportation Code. The HCRMA may retain administrative costs not to exceed 15% of such collected permit fees. The balance of such permit fees shall be deposited in the State Highway Fund and shall be used solely for the maintenance and improvement of state highways subject to Subchapter Q, Chapter 623, Texas Transportation Code.
- B. Upon execution of the Interlocal Agreement and the commencement of permit issuance under the Interlocal Agreement, the HCRMA will deposit collected permit fees, less allowable administrative costs, to the State Highway Fund on a weekly basis.

**ATTACHMENT C**  
**General Terms and Conditions**

**Article 1. Additional Work**

Not Applicable

**Article 2. Amendments**

This agreement may only be amended by written amendment executed by both parties before the agreement is terminated.

**Article 3. Conflicts Between Agreements**

If the terms of this agreement conflict with the terms of any other agreement between the parties, the most recent agreement shall prevail.

**Article 4. Termination**

- A. This agreement terminates when all services and obligations contained in this agreement have been satisfactorily completed, by mutual written agreement, or thirty (30) days after either party gives notice to the other party, whichever occurs first.
- B. In the event that for any reason, the HCRMA defaults under the terms of this agreement, TxDOT will notify the HCRMA in writing with 10 days' notice that the agreement shall terminate and be of no force or effect. Upon termination of the agreement, the HCRMA agrees to reimburse the State of Texas for all costs incurred as a result of termination or default. The agreement shall not be considered as specifying the exclusive remedy for any dispute, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

**Article 5. Funding**

TxDOT shall pay for services authorized in Attachment A, Scope of Services, from permit fees collected and disbursed to TxDOT by the HCRMA. Fees collected by the HCRMA shall be credited to the appropriate account as directed by TxDOT.

**Article 6. Basis for Calculating Reimbursement Costs**

Not Applicable.

**Article 7. Gratuities**

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this agreement may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the TxDOT.

**Article 8. Conflict of Interest**

The HCRMA shall not assign an employee to a project if the employee:

- A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the state relating to the project;
- B. has a direct or indirect financial interest in the outcome of the project; or
- C. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with TxDOT; or is a current part-time or full-time employee of TxDOT.

**Article 9. HCRMA Resources**

All employees of the HCRMA shall have adequate knowledge and experience to enable them to perform the duties assigned to them, the HCRMA certifies that it currently has adequate qualified personnel in its employment to perform the work required under this agreement or will be able to obtain adequate qualified personnel from sources other than TxDOT. On receipt of written notice from TxDOT detailing supporting factors and evidence, the HCRMA shall remove from the project any employee of the HCRMA who is incompetent or whose conduct becomes detrimental to the work. Unless otherwise specified, the HCRMA shall furnish all equipment, materials, supplies, and other resources required to perform the work.

**Article 10. Assignment Subcontracts**

No subcontract will relieve the HCRMA of its responsibility under this agreement. Neither party shall assign any interest in this agreement.

**Article 11. Responsibilities of the Parties**

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

**Article 12. Disputes**

The HCRMA shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services. TxDOT shall be responsible for the settlement of any dispute concerning this agreement unless the dispute involves a subcontract.

**Article 13. Records and Ownership**

- A. The HCRMA agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs, permits issued, and fees collected at its office during the agreement period. Said records will be properly safeguarded and maintained for a retention period of four years plus the current fiscal year and for a period of four years from the date of final payment under the agreement. These materials shall be made available for inspection and copying by TxDOT, by the State Auditor's Office, and by their authorized representatives.
  
- B. After completion or termination of this agreement, all documents in the possession of the HCRMA or furnished to the HCRMA by TxDOT, which have not already been made available to TxDOT, shall be delivered to and become the property of TxDOT. These documents shall be made available, on request, to TxDOT without restriction or limitation of further use.
  
- C. The State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, 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 State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

Contract No: \_\_\_\_\_

**Article 14. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. After receiving a written request from TxDOT, the HCRMA shall furnish TxDOT with satisfactory proof of its compliance with this Article.

**Article 15. Prior Contracts 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 contracts between the parties respecting the subject matter defined herein.

**Article 16. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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Item 2J

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  2J  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  12/12/13  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  12/18/13  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2013-73 – APPROVAL OF AGREEMENT WITH PLAINSCAPITAL BANK FOR DEPOSITORY SERVICES FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.**

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

PlainsCapital Bank (PCB) was designated as HCRMA’s Bank Depository at the October 16, 2013 Board Meeting, subject to curing any deficiencies which may exist with respect to FDIC regulations under FIRREA. PCB has suggested “repapering” the agreement as a solution. HCRMA has reviewed also without exception. In addition, the new agreement commits to writing the agreement between HCRMA and PCP, as successor to First National Bank.

3. Policy Implication: Board Policy, Local Government, Texas Government Code, Texas Transportation Code, TxDOT Policy, FDIC Regulations under FIRREA

4. Budgeted:  Yes  No  N/A

6. Staff Recommendation: **Motion to approve Resolution 2013- 73 – Approval of agreement with PlainsCapital Bank for depository services for the Hidalgo County Regional Mobility Authority as presented.**

6. Program Manager’s Recommendation:  Approved  Disapproved  None

7. Finance Committee’s Recommendation:  Approved  Disapproved  None

8. Board Attorney’s Recommendation:  Approved  Disapproved  None

9. Chief Financial Officer’s Recommendation:  Approved  Disapproved  None

10. Executive Director’s Recommendation:  Approved  Disapproved  None



# Memorandum

To: Dennis Burleson, Chairman  
From: Jerry Dale, Chief Financial Officer, CPA, CGFO  
Date: December 12, 2013  
Re: **Approval of Written Bank Depository Agreement with PlainsCapital Bank (PCB)**

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## **Background**

At the October 16, 2013 regular meeting, the Hidalgo County Regional Mobility Authority (HCRMA) Board approved designating PCB as its Bank Depository, subject to curing any deficiencies which may exist with respect to FDIC regulations under FIRREA.

## **Goal**

PCB representatives have recommended “repapering” the agreement with its predecessor, First National Bank, as a cure for the above-referenced FDIC regulation issue. HCRMA Legal Counsel, Blakely Fernandez, has reviewed the written agreements, which are attached and comprise Bank Depository Agreement, without exception. The goal of this agenda item is to commit the bank depository agreement in writing, which would among other things provide assurance to the cure as noted.

## **Options**

The Board could reject and/or request changes to the agreement presented.

## **Recommendation**

Based on review by this office, **approval of Resolution 2013-73 – Approval of agreement with PlainsCapital Bank for depository services for the Hidalgo County Regional Mobility Authority is recommended as presented.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
BOARD RESOLUTION NO. 2013-73

APPROVAL OF AGREEMENT WITH PLAINSCAPITAL BANK FOR DEPOSITORY  
SERVICES FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 18<sup>th</sup> day of December, 2013 by the Board of Director of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, the Authority has established certain bank accounts with First National Bank in connection with a letter of credit agreement by and between First National Bank and the Authority; and

WHEREAS, on September 13, 2013, First National Bank failed and the Federal Deposit Insurance Corporation was appointed receiver; and

WHEREAS, the Federal Deposit Insurance Corporation selected PlainsCapital Bank as the successor to First National Bank; and

WHEREAS, on October 16, 2013, the Authority determined it was necessary and advantageous to remain with PlainsCapital Bank as the depository service provider and Trust Custodian for the Hidalgo County Regional Mobility Authority; and

WHEREAS, the Authority has requested that PlainsCapital Bank cure deficiencies with FDIC regulations as it relates to the depository agreement originally established under First National Bank; and

WHEREAS, PlainsCapital bank has prepared a new depository service agreement that addresses any deficiencies with respect to FDIC regulation under FIRREA;

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 PlainsCapital Bank depository service agreement for the Hidalgo County Regional Mobility Authority.

\*\*\*\*\*

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING, duly posted and noticed, on the 18<sup>th</sup> day of December, 2013, at which meeting a quorum was present.

---

Dennis Burleson, Chairman

Attest:

---

Ricardo Perez, Secretary/Treasurer

## PLAINSCAPITAL BANK DEPOSITORY CONTRACT

This PlainsCapital Bank Depository Contract (this “Contract”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between PlainsCapital Bank, a Texas state banking association (“Bank”) and \_\_\_\_\_, a \_\_\_\_\_ (“Customer”).

WHEREAS, pursuant to the Public Funds Collateral Act, Title 10, Chapter 2257 of the Texas Government Code (the “Act”), Customer qualifies as a Public Entity;

WHEREAS, Customer has designated Bank as a depository institution for certain of its funds and Bank has agreed to act as a depository institution for such funds in accordance with the Act, which Act requires that Bank secure such deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation (the “FDIC”), by pledging certain securities (“Eligible Securities”) of any type permitted by the Act to be held by Custodian (as defined below) as set forth herein; and

WHEREAS, Customer and Bank wish to enter into this Contract to set forth the terms applicable to the aforementioned depository relationship.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Customer hereby agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Act.
2. Designation of Depository. Customer, through action of its Board of Directors or other governing body (the “Board”), hereby designates Bank as a depository of funds for the period beginning on the Effective Date and continuing through and including \_\_\_\_\_ (the “Term”).
3. Designation of Authorized Representatives. Attached hereto as Exhibit A is a copy of Customer’s Resolution, which has been provided to Bank, containing the names and signatures of those Customer authorized representatives (each a “Customer Authorized Representative” and collectively the “Customer Authorized Representatives”), as designated by the Board, who may transact business pursuant to this Contract on behalf of Customer, which Resolution may be changed or modified from time to time at the discretion of Customer; provided, however, that any such changes or modifications shall not be effective until Bank has received notice of any such changes or modifications and has had a reasonable opportunity to incorporate the same.
4. Grant of Security Interest. Bank hereby grants to Customer a security interest in all Eligible Securities held by Custodian and reflected on Custodian’s records as being pledged to Customer (the “Collateral”). Until Customer has the right to compel sale of the Collateral under Section 9 hereof, Custodian shall act only in accordance with the joint instructions of Bank and Customer with regard to the Collateral; provided, however, that Bank shall be permitted to unilaterally substitute Eligible Securities for the Collateral in accordance with Section 7 hereof. All funds on deposit with Bank to the credit of Customer, inclusive of any applicable interest, in excess of FDIC insurance shall be secured at all times by the Collateral.
5. Custodian. Customer acknowledges and agrees that Bank shall designate from time to time, and at its sole discretion, The Federal Reserve Bank of Dallas and/or the Federal Home Loan Bank of Dallas as Custodian hereunder. Customer hereby agrees to complete each of the custodial

agreements attached hereto as Exhibit B, for the Federal Reserve Bank of Dallas and the Federal Home Loan Bank of Dallas, respectively, and to deliver such completed custodial agreements to Bank simultaneously with the delivery of its executed copy of this Contract.

6. Amount of Collateral. The aggregate market value of Eligible Securities held by Custodian at all times during the Term hereof must be in an amount not less than one hundred two percent (102%) of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the "Required Collateral Value".
7. Substitution of Collateral. Bank may substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of Bank, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value.
8. Bank's Obligations. Bank shall perform all of the duties and obligations required of a depository institution under applicable law with respect to the collateralization of the funds of Customer on deposit with Bank, including the duties and obligations required under the Act. At the expiration of the Term of this Contract, Bank shall turn over to any successor depository designated by Customer all funds held by Bank as depository. Bank with furnish to Customer a monthly statement listing a description of the Collateral, which shall specify the par value, the market value and the maturity date of each component of the Collateral. Bank shall furnish Customer with a quarterly statement of the Bank's financial condition.
9. Default and Remedies. If Bank (a) fails to perform its obligations under Section 8 hereof, (b) is declared insolvent, or (c) has a receiver is appointed for Bank (whether (a), (b) and/or (c), a "Default"), Customer shall be deemed to have vested full title to all securities pledged under this Agreement and may take possession of the collateral and/or instruct Custodian to sell the Collateral or any part thereof at public or private sale, after providing Bank not less than seven (7) business days' prior written notice of such Default with an opportunity to cure the same within such seven (7) day period, and if Bank fails to cure such Default, Custodian shall proceed to sell the specified Collateral in accordance with Customer's instructions and upon receipt of sufficient evidence from Customer showing (x) the alleged Default, (y) the giving of proper notice to Bank and (z) Bank's failure to cure such Default. The proceeds of any such sale shall be applied to satisfy any indebtedness owed by Bank to Customer, and any excess proceeds shall be returned to Bank.
10. Termination. This Contract may be terminated at any time by either party following the expiration of the Term by giving sixty (60) days' prior written notice to the other party.
11. Assignment. This Contract may not be assigned in whole or in part by either party without the prior written consent of the non-assigning party.
12. Authority. Bank represents and warrants that this Agreement is made pursuant to and is duly authorized by the Board of Directors of the Bank and recorded in the official records of the Bank.
13. Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws rules.
14. Other Agreements. Notwithstanding anything to the contrary contained herein, all deposit accounts of Customer at Bank, and all services provided to Customer by Bank, shall be subject to

that certain PlainsCapital Bank Commercial Deposit Account Agreement and those certain Treasury Management Services Terms and Conditions (together, the “Additional Account Documents”), in effect from time to time, and as modified from time to time by Bank in accordance with the provisions of such Additional Account Documents.

- 15. Severability. If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the Term hereof, such provisions shall be fully severable; this Contract shall be construed and enforced as if such severed provision had never comprised a part hereof; and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the severed provision or by its severance from this Contract.
- 16. Successors and Assigns. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 17. Waiver. No waiver of any provisions or of any right or remedy hereunder shall be effective unless in writing and signed by both parties’ authorized representatives. No delay in exercising, or no partial exercise of any right or remedy hereunder, shall constitute a waiver of any right or remedy, or future exercise thereof.
- 18. Notice. Any notice given by either party hereunder shall be deemed served, if delivered in person to the office of the representative authorized and designated in writing to act for the respective party, or upon receipt on a regular business day of recipient if via fax with an electronic confirmation; or three business days after deposit in the U.S. mail, return receipt requested, properly stamped with the required postage and addressed to the office of such representative, at the respective addresses set forth below.

If to Bank:

PlainsCapital Bank

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 19. Headings. The headings used in this Contract are for convenience and reference purposes only and may not be used in interpreting this Contract.
- 20. Entire Agreement. This Contract constitutes the entire agreement between the parties with respect to the subject matter addressed herein and may not be amended or modified except by writing signed by both parties.
- 21. Multiple Counterparts. This Contract may be executed in separate or multiple counterparts by the parties, and all such counterparts shall be considered as one and the same instrument notwithstanding the fact that various counterparts are signed by only one of the parties. An electronic or facsimile transmission of a signed counterpart of this Contract shall be sufficient to bind the party or parties whose signature(s) appear thereon.

*Remainder of Page Intentionally Left Blank. Signature Page Follows.*

IN WITNESS WHEREOF, Bank and Customer have caused this Contract to be executed by their duly authorized representatives as of the Effective Date hereof.

**BANK:**

PlainsCapital Bank,  
a Texas banking association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CUSTOMER:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**RESOLUTION**

**(Attached)**

**EXHIBIT B**

**CUSTODIAL AGREEMENTS**

**(Attached)**

# COMMERCIAL BANKING

## Commercial Deposit Account Agreement and Services Disclosure

### Locations

Arlington  
Austin  
Carrollton  
Dallas  
Fort Worth  
Frisco  
Lubbock  
Round Rock  
San Antonio  
Weatherford

PlainsCapital Bank  
Deposit Support Department  
P.O. Box 271  
Lubbock, TX 79408

Customer Service 866.762.8392  
Fax 866.580.3331  
Voice Banking 866.762.7782

[PlainsCapital.com](http://PlainsCapital.com)



Member FDIC  Equal Housing Lender

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Effective as of December 31, 2012

PLAINSCAPITAL BANK

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## Commercial Deposit Account and Services Agreement

### Agreement

This Agreement establishes the basic terms of the relationship between PlainsCapital Bank and you. This Agreement contains the terms of our Agreement with you for your account and other important information about your account. Please read this Agreement and all other PlainsCapital Bank documents carefully. Unless the context clearly requires otherwise, a singular term includes the plural and vice versa, and a word of one gender includes the other. This Commercial Deposit Account Agreement and Services Disclosures covers all commercial accounts at PlainsCapital Bank, however some of our printed documents may refer to this Agreement as either a "Deposit Agreement," "Commercial Deposit Agreement" or a "Time Deposit Account Agreement." By signing our Signature Card, requesting an account, or keeping an account open, you acknowledge that you have reviewed and understand the terms of this Agreement and you agree to be governed by these terms. We give this Agreement to you when we open your account. You may obtain additional copies of this Agreement (the most current version) at a branch location, at plainscapital.com or by calling the phone number on the back of this Agreement.

### Binding Agreement

You have read this Agreement and understand that it is binding between you and us for a deposit account, hereafter the "account."

### Changes to this Agreement

We may change this Agreement at any time. We may add new terms and conditions and we may delete or amend existing terms and conditions. We may add new accounts and services and discontinue existing accounts or services. We may convert your existing accounts and services into new accounts and services. We generally send you advance notice of an adverse change. However, we may change this Agreement without prior notice unless otherwise required by law. We do not have to notify you of changes that we believe are beneficial to you or of changes that we make for security reasons. If we change this Agreement, the newly updated (most current) version of this Agreement supersedes all prior versions and contains the terms and conditions governing your account as of the effective date of the newly updated Agreement. If you continue to use your account or keep it open, you are deemed to accept and agree to the change and are bound by the change.

### Terms

*In this Agreement, certain words have special meaning and are, therefore, defined. You will find certain terms and their definitions in this section and others in the text of this Agreement.*

#### **"You", "Your", and "Yours"**

*The terms "you", "your" and "yours" refer to the Depositor(s).*

#### **"We", "Our", "Ours", "Us" and "Bank"**

*The terms "we", "our", "ours", "us" and "Bank" refer to PlainsCapital Bank.*

#### **This Agreement**

*"This Agreement" means this Commercial Deposit Account Agreement and Services Disclosure and any subsequent disclosures and/or amendments that we give you, including disclosures such as Electronic Funds Transfer Agreements, Fee Schedules, Commercial Banking Brochures, the Signature Card and any agreement for banking services connected with your account.*

#### **Such As**

*"Such as" means the terms that follow are examples and are not intended to limit the possibilities.*

#### **Business Days**

*A "business day" is any day that we are open for banking business. Every day is a business day except Saturdays, Sundays, and federal holidays.*

#### **Item**

*An "item" is any check, draft or order for the payment of money, oral or written, in electronic or other form. Examples of an item include, but are not limited to, a check, substitute check, purported substitute check, electronic item, draft, demand draft, preauthorized draft, remotely created check, remotely created item, remotely created customer item, image replacement document, or other order or instruction for the payment, transfer, or withdrawal of funds (including a withdrawal slip or bill payment instruction), automatic transfer, and electronic transaction (including a wire transfer, ACH transfer, ATM transaction and POS transaction), any written document created or authorized in your name that would be a check or draft but*

for the fact that it has not been signed, and a cash-in ticket or a deposit adjustment or a photocopy or an image of any of the foregoing.

### **Authorized Signer**

An "authorized signer" is a person that you have authorized to transact business on your account, whether or not such person has signed the Signature Card or other documentation for your account. We may continue to recognize your authorization or the record of it until we have received and have had a reasonable time to act upon your written modification or revocation of such authorized signer.

### **Overdraft**

An "overdraft" is any event that results in a negative balance in your account.

### **Severability**

If the courts determine that any part of this Agreement is illegal or unenforceable, you agree that the remainder will be enforced and the offending provision changed to make it enforceable.

### **Law, Jurisdiction and Venue**

The laws of Texas govern this Agreement. The courts of that state have jurisdiction of any dispute in connection with this Agreement. You agree that venue will be proper in the courts in the county and city of our office where you signed or delivered this Agreement.

### **Waiver of Jury Trial**

You waive your right to a jury trial in any dispute with us. Such disputes may be tried before a judge only.

### **Arbitration**

You or we may require that any controversy or claim relating to this Agreement, or breach of it, be resolved through arbitration administered by the American Arbitration Association under its commercial rules. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction.

### **Limitation of Liability; Indemnification**

Whether in connection with your account or a service, in no event will either party to this Agreement or its respective directors, officers, employees, or agents be liable to the other party for any special, consequential, indirect or punitive damages, whether any such claim is based on contract or tort or whether the likelihood of such damages was known to either party. The foregoing limitation of liability will not apply where expressly prohibited by the laws governing your account. The Bank will not have any liability to you if there are not sufficient available funds in your account to pay your items due to actions taken by The Bank in accordance with this Agreement or Any third party.

Except to the extent that the Bank fails to exercise ordinary care or breaches this Agreement, you agree to indemnify and hold the Bank and its directors, officers, employees, and agents harmless from all claims, demands, losses, liabilities, judgments, and expenses (including their attorneys' fees and

legal expenses) arising out of or in any way connected with the Bank's performance under this Agreement. You agree that this indemnification will survive the closing of your account and the termination of any service.

### **Laws and Regulations**

We are subject to federal and state laws and regulations. You will not hold us liable for anything we do or decline to do based on a good faith belief that it is required or prohibited by law or regulation. Some laws allow parties to contract out of the law's provisions and establish their own rules. You intend this Agreement to do that whenever a term of this Agreement conflicts with such a law. You will abide by the rules of any clearinghouse or automated clearinghouse that handles any part of a transaction.

### **Force Majeure**

Neither party to this Agreement will be deemed to be in default of any of its obligations under this Agreement if its performance is delayed, hindered, or becomes impossible because of any act of God or of any public enemy, hostilities, war (declared or undeclared), guerilla or terrorist activities, act of sabotage, blockade, earthquake, flood, landslide, tremor, ground movement, hurricane, storm, explosion, fire, labor disturbance, riot, insurrection, strike, accident, civil commotion, epidemic, act of government or its agencies or officers, power interruption or transmission failure, or any cause beyond the control of either party.

### **No Waiver**

Failure to insist upon your strict performance of any obligation under this Agreement will not create any duty on our part to continue to do so. You will not claim that we waived our right to insist on proper performance.

### **Our Rights**

You agree that our rights under this Agreement are cumulative, not exclusive. We may exercise any of them without giving up the right to exercise others.

### **Legal Process**

The Bank may accept and act on any legal process that it believes is valid, and regardless of how or where the Bank was served. "Legal process" includes, but is not limited to, a levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture, seizure, or other legal process relating to your account. Any fees or expenses the Bank incurs in responding to any such legal process may be charged against any account you maintain with the Bank.

### **Expenses**

You agree to pay any expenses we incur in good faith related to this Agreement, such as fees on items sent for collection, foreign exchange charges and un-reimbursed research and copying fees incurred when a third party requires records about our relationship. You agree to pay any and all attorneys' fees and court costs we incur in good faith due to concerns about the account. You also agree to pay any expense that we

incur, including attorneys' fees, in response to any subpoena, writ, government agency or judicial order, search warrant or other order, demand or request to which we may be required to respond regarding your account or your relationship with us.

### Account Type

The account type is noted on the Signature Card. If the account is a savings or negotiable order of withdrawal (NOW) account, we reserve the right to require seven (7) days' written notice before any withdrawal. If any ineligible entity becomes an owner of a NOW account, we will convert the account into a checking or savings account. We have given you disclosures explaining applicable transaction limits, fees, interest rates and balance requirements. You agree that our fees and charges need not be based upon the cost of providing the service or administering the event to which the fee or charge is associated, but may be based on other considerations such as the expense of providing account services, similar charges of other financial institutions with which we compete, revenues to the Bank and the deterrence of abuse of an account.

### No Assignment

You understand that neither the account nor your rights under this Agreement may be assigned without our written permission. Your permitted successors and assignees are bound by this Agreement. Any actual or purported assignment of your account remains subject to our right of setoff.

### Cashing Your Checks

Before we allow a person to cash an item, we can require identification, such as a driver's license or passport. We may also require further identification by methods such as photography, fingerprinting and other biometric or technological means. If the person does not provide or permit such identification, we can decline to cash the item and you will not claim that we wrongfully dishonored it.

### Deposited Items

You understand that all deposits may be subject to verification and corrections. We can accept an item for deposit or collection, refuse it or return it. In receiving items, we are acting only as your agent. We have no responsibility beyond ordinary care. You will not hold us responsible for default or negligence of our correspondence or loss of items in transit. Each correspondent we use will be liable only for its own negligence. If we give you credit for an item, we can revoke it if the item is not paid. Items deposited by mail may not be considered received by us until we actually receive them. You will not hold us responsible for loss of any item until we have received it. If an item requiring endorsement is deposited without it, you authorize but do not require us to supply it. You will reimburse us for any loss or expense we incur because of any missing endorsement, whether yours or another's, on a deposited item. We do not have to notify you of any nonrecurring ACH credits or wire transfers to the account.

### Deposits of Non-U.S. Items

The Bank may refuse to accept for deposit or collection an item that is payable in currency other than U.S. dollars or an item that is not drawn on a financial institution chartered in the United States (each, a "non-U.S. item"). If the Bank accepts a non-U.S. item for deposit or collection to your account, you accept all risks associated with foreign currency fluctuation (exchange rate risk) and any late return of the non-U.S. item. You agree that the Bank may use our current buying and selling rate, as applicable, when processing a non-U.S. item and may recover from your account any loss Bank incurs as a result of processing such an item for you. The Bank may place longer holds than specified in the Funds Availability Disclosure on non-U.S. deposited items.

### Collection Items

At our discretion, we may process a paper item as a collection item instead of as a deposit by sending it to the issuer's bank for payment and crediting your account after we have received payment for the item.

### Checks

We may not treat a check as if it is postdated. If you write a check, we can pay the check when it reaches us regardless of the date on the check. You will use only approved checks and deposit slips. You will not attempt to create a substitute check for deposit into the account without obtaining our express written consent in advance. You will not write a check using ink of a color or type that is not legible when imaged or copied. You will not deposit any check that was written in such ink or that has any other features that would prevent it from being imaged or copied clearly and completely. You will verify your name, address, telephone number and the numbers in the magnetic ink character line across the bottom of the face of each document in each order of checks and deposit slips. If there is an error, you will not use the affected documents, and you will notify us and the printer immediately. You will not hold us responsible for any amount beyond the replacement cost of the order, provided the checks were ordered through us. If we keep safe your cancelled checks and other items, we can destroy the originals and keep electronic or other images after a reasonable time has elapsed. We can destroy the images after a reasonable time. By making your monthly statement with check images available to you, it is as though we have included cancelled checks and other items with your statement.

### Endorsements

This subsection applies if an endorsement is necessary for the transfer or negotiation of an item. You authorize the Bank to supply your endorsement on any item the Bank takes for collection, payment or deposit to your account. You also authorize the Bank to collect any unendorsed item that is made payable to you without first supplying your endorsement, provided the item was deposited to your account. The Bank may refuse to pay any item or accept any item for deposit or collection unless the Bank is able to verify to its satisfaction that all of the necessary endorsements are present on the item. For example, the Bank may require that all endorser's be present at

the time that an item is presented to the Bank for payment or accepted for deposit or collection.

### **Reconstructing Lost or Destroyed Deposited Items**

If a deposited item is lost or destroyed during processing or collection (either at the Bank or at another point in the payments system), you agree to cooperate fully with the Bank to reconstruct the deposited item by promptly: (i) providing the Bank with a copy of the front and back of the deposited item from your or the issuer's records; (ii) asking the issuer to place a stop payment on it (at the Bank's expense) and issue a replacement item to you (if the deposited item has not been paid); or (iii) reviewing your records and other information and conducting any additional research as may be reasonable to determine the issuer's identity (if you do not know the identity of the issuer of the deposited item). If you fail to cooperate with the Bank, the Bank may, at any time and without advance notice to you, reverse or otherwise adjust any credit made to your account for a lost or destroyed deposited item.

### **Material Appearing on the Back of Paper Items; Legends on Paper Items**

You are responsible for losses incurred by any person that cashes or accepts your paper items for deposit if: (i) the loss is due to a delay in the return of the item; and (ii) the delay is caused by material appearing on the back of the item when it was issued or transferred by you. This material may include, but is not limited to, carbon bands, blacked out areas and printed or written text or numbers. You are responsible for all losses, claims, damages or expenses that result from a restrictive legend or notation on your paper items.

### **Examination of Items**

You do not require us to comply with a restrictive legend on any item, such as "void if not cashed within 90 days," "paid in full," "Void over \$100," or any other impermissible marking. Permissible markings include the following: drawee bank name and location, payee name, endorser name, drawer signature and the magnetic ink characters across the bottom front of the item. We may, without inquiry or liability, pay one of your items even though the item is stale-dated (i.e., it bears a date that is more than six months in the past), even if we have knowledge of the date of the item, the item is post-dated (i.e., it bears a date in the future) or the item is not dated. You will not hold us responsible for any item's late return. You will not claim that we failed to exercise ordinary care because our procedures do not require sight examination of each item with an amount below a set figure.

### **Returned Items**

We can charge you for the amount of any deposited item that is returned unpaid. We may reprocess the item, but you may not require it. We can process a copy, electronic entry or other evidence of the returned item. You waive presentment, notice of dishonor and protest.

### **Stale Items**

We can pay an item presented to us more than six (6) months after the date on the item, but you do not require

it. If you do not want us to pay such an item, you will place a stop payment on it.

### **Incomplete Items**

If an authorized signer signs a check or authorizes any item that is not completed, you will not hold us responsible for paying it as completed by anyone unless we actually know it was completed in an unauthorized way.

### **Stop Payments**

If you want us to stop payment on an item, you will share the pertinent information about the item, such as, but not limited to, the check/draft number, date, payee name and exact amount. You understand that if any of the pertinent information you provided is not correct we may not be able to stop payment on the item. We will have a reasonable time to act on any stop payment request. You understand that a stop payment expires in six (6) months from the date of your stop payment request. You will place a new stop payment if you do not want us to pay the item after the previous one expires.

You will incur stop payment charges for any stop payment request as disclosed in this Agreement under the Schedule of Fees.

You may place a stop payment on an item in any of the following ways:

**Telephone:** If your stop payment request is made over the telephone, we may also require you to provide your request in writing within fourteen (14) days of your call.

**Internet Banking:** You may initiate a stop payment request through your account in Internet Banking.

**In Person:** You may initiate a stop payment request in person at any of our branch locations.

If you want us to stop payment on a regularly scheduled or preauthorized ACH payment that comes out of your account, you must contact us at least three (3) business days before the payment is scheduled to be made.

### **Acts and Omissions of Other Financial Institutions**

Bank is not liable for the insolvency, neglect, misconduct, mistake or default of another bank or person, or for the loss or destruction of a deposited item or of a notice of nonpayment relating thereto. If a deposited item is lost or misrouted during the collection process: (i) the Bank shall have no responsibility to you for the actions or inactions of any collecting bank; (ii) the Bank may charge your account for the amount of the deposited item (and reverse any interest that may have accrued to your account in connection with the deposited item); and (iii) you agree to cooperate with Bank in recreating the deposited item.

### **Wire Transfers**

All wire transfers to or from your account shall be governed by the PlainsCapital Bank Treasury Management Services Terms and Conditions or the PlainsCapital Bank Wire Transfer

Terms and Conditions, as applicable. Copies of the PlainsCapital Bank Treasury Management Services Terms and Conditions and the PlainsCapital Bank Wire Transfer Terms and Conditions are available at PlainsCapital Bank branch locations or from the PlainsCapital Bank Wire Transfer Department.

### Authority

You will not grant anyone authority to conduct business with us on your behalf until we have reviewed and accepted the proposed terms of authorization. This includes authority such as power of attorney, bill-paying arrangement or other method. You will not claim that we wrongfully dishonored items presented to us before we accepted the authorization. If you have not given us the proposed authorization for advance review, we may, in good faith, honor items and instructions from the person you purportedly authorized. You will not hold us responsible if someone you authorized to do business with us on your behalf misapplies your money. You assume all risk of improper acts by such person. We can consider an authorization valid until we receive written revocation of it from you and have had reasonable time to review and act upon any such revocation. If we accept an authorization, we may revoke our acceptance of that authorization at any time at our discretion. If you disclose information about the account that would permit someone to initiate a debit to the account (such as the account number, bank routing number and next unused check number), then you will be deemed to have authorized us to pay any debit to your account that person initiates.

### Signatures to Come

If you ask us to create an account for multiple owners or authorized signers, we can limit the use of the account until all owners and authorized signers have signed the Signature Card.

### Dormant and Unclaimed Accounts

Your checking, savings, money market and time deposit accounts are considered dormant if there is no customer-initiated activity for one (1) year. Your safe deposit box is dormant if the rent on the box is delinquent. If your account is dormant we may hold all statements for your account. Card privileges (including ATM, and Point-of-Sale ("POS") access) may also be blocked or terminated. If your account remains dormant and is unclaimed by you for the period of three (3) years, we are required by law to "escheat" the funds; that is, to deliver the funds in your account to the state. We may charge a fee for mailing an escheat notice. When the funds in your account are delivered to the state, your account is closed and no applicable interest accrues. To recover funds delivered to the state, you must file a claim with the state.

### Freezing Your Account

When irregular, unauthorized or unlawful activities are suspected with your account, we may place a hold on (or "freeze") the balance in your account and in other accounts you maintain with us pending an investigation of such suspected activities. We will, if required by the laws governing your account, give you notice if a hold is placed on the balance in your account.

### Account Closing

We may close the account at any time without cause. We may close it without notice to you if we reasonably believe it will prevent loss to us or you have violated this Agreement. You will pay any fees and costs for closing the account, as well as any outstanding items. Our rights and your obligations survive any closing of the account or cancellation of this Agreement. You will not claim we wrongfully dishonored items we return unpaid on or after the day the account was closed.

### Setoff

You grant us the right to apply the account balance to payment of any debt that any owner of the account owes us without notice including direct obligations, such as promissory notes and agreements (including this one), and indirect obligations, such as guarantees and endorsements.

### Disputed Authority

If anyone claims ownership over funds, and we have a good faith doubt about whether to recognize the claim, we can hold some or all of the account balance until the claim is resolved. We can pay some or all of the account balance into court in an interpleader or other action to determine ownership. You will not claim that we wrongfully dishonored items that were presented to us while such a dispute was pending.

### Deposit Reclassification of Checking Account

This account consists of a checking sub account and a savings sub account. The Bank may periodically transfer funds between these two sub accounts. On a sixth (6th) transfer during a calendar month, any funds in the savings sub account will be transferred back to the checking sub account. If your account is a plan on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub account will be non-interest bearing. The savings sub account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you earn, FDIC insurance protection or your monthly statement.

### Special Rules for Sweep Arrangements

As an insured depository institution, we are required to disclose whether swept funds are deposits within the meaning of 12 U.S.C. 1813(l), a U.S. Code statute describing those deposits eligible for FDIC Insurance. If the funds are not deposits under this statute, we must further disclose the status of such funds should the institution fail. If the Bank were to fail, the swept funds under this Agreement do not meet the FDIC deposit definition and, therefore, would not be guaranteed by the FDIC nor be eligible for FDIC insurance.

### Your Address and Change of Address

We may send notices, statements and other communications regarding your account to you at the electronic and/or street address we have in our records for your account. You agree to notify us if you change your street or electronic address. You may notify us of any change in street or electronic address at

any time. You may send us communication at the address on the back cover of this Agreement. We may act on any such instruction made on your behalf within a reasonable time after our receipt. We may destroy all articles that are sent to you and returned to us as undeliverable items. We may also stop sending communications to you until a new street or electronic address is provided to us.

### Notices

Except where this Agreement requires that something be "actually received," the date on which communication occurred is determined by the postmark or postage meter date for postal mail and by the email sent date for electronic communications.

### Change of Account Related Information

You will notify us immediately of any change in your name, mailing address, email address, telephone number, taxpayer identification number or other pertinent account information which allows us to service your account.

### Recording and Monitoring Telephone Calls

You consent to the recording or monitoring of telephone calls and electronic communications between you and us. We will remind you of this practice before each call only as required by law. If you authorize someone such as an attorney to do business with us on your behalf, you will be responsible for obtaining their permission to allow us to record their communications with us, and we may assume they have given you such consent by virtue of their doing business with us on your behalf.

### Credit Reports

You authorize us to obtain reports about you periodically from organizations such as consumer reporting agencies, check reporting services and other credit reporting entities, and to provide them information.

### Cash Bonus

A cash bonus in excess of \$9.99 will be reported on a 1099 INT Form as Interest Income.

### Other Services

Certain services offered by the Bank may be governed by terms covered outside of this Agreement. Should you elect to use other services offered by the Bank, you agree to be bound by the terms applicable to each such service, as well as the terms of this Agreement.

### Your Insurance Coverage

Many businesses carry special insurance for employee fraud/embezzlement. If you do, the Bank reserves the right to require that you file any such claim with your insurance company before making any claim against the Bank. In such event, the Bank will consider your claim only after the Bank has reviewed your insurance company's decision. The Bank's liability to you, if any, will be reduced by the amount your

insurance company pays you.

## Electronic Funds Transfers Automated Clearing House (ACH) Transactions

### Commercial ACH Credit Entries

Credit given by us to you with respect to an ACH credit is provisional until we receive final settlement from the Federal Reserve Bank. In the event we do not receive final settlement, you acknowledge and agree that we are entitled to debit your account in the amount of the ACH credit, and the originator that initiated the ACH credit shall be deemed not to have made payment to you.

You acknowledge and agree that we may rely on the representations and warranties contained in the NACHA Operating Rules and may credit your account in accordance to these rules as instructed by the originator of the ACH credit. Furthermore, we may accept an ACH credit on your behalf which is not subject to Regulation E, and your rights and responsibilities with respect to such ACH credit shall be construed in accordance with the NACHA Operating Rules and the laws of the State of Texas. Without limiting the foregoing, you acknowledge and agree that we are not required to provide you with next day notice of an ACH credit we accept on your behalf. However, we shall continue to notify you of such receipt as reflected on your periodic statement we provide to you. You may access your account details by way of our Internet Banking System and/or telephone customer service.

### Commercial ACH Debit Entries

You acknowledge and agree that we may rely on the representations and warranties contained in the NACHA Operating Rules and may debit your account in accordance to these rules as instructed by the originator of the ACH debit. Furthermore, we may accept an ACH debit on your behalf which is not subject to Regulation E, and your rights and responsibilities with respect to such ACH debit shall be construed in accordance with the NACHA Operating Rules and the laws of the State of Texas.

Without limiting the foregoing, you acknowledge and agree that upon receipt of an ACH debit, you have until the next business day to determine if such ACH debit is authentic. In the event you do not recognize an ACH debit (or ACH credit), notify us AT ONCE of the relevant facts by calling the telephone number on the back of this Agreement. You may access your account details by way of our Internet Banking System and/or telephone customer service. In the event you determine that the ACH debit is unauthorized, we will ask you to provide us with a written statement under the penalty of perjury and will return the ACH debit accordingly. You acknowledge and agree that we must receive your request to return such ACH debit by the next business day from the settlement date by our deadline at 1:30 p.m. The settlement date is the date on which the ACH debit posted to your account. Notwithstanding the foregoing, you acknowledge and agree that you lose your right to return under the NACHA Operating Rules in the event you

fail to notify us of your intent to return an unauthorized ACH debit by the next business day from the settlement date by our deadline at 1:30 p.m. Under such circumstances, we may act on your behalf to request a "permissible return" from the financial institution that sent the ACH debit, but such institution is not required to comply with our request. You agree to hold us harmless from any loss you incur as a result of the unauthorized ACH debit that is not returned by the next Business Day and deadline set forth herein and in accordance to the NACHA Operating Rules.

## Returning Unauthorized Commercial ACH Entries

Although all ACH entries (both credit and debit) may be returned in accordance to the NACHA Operating Rules, those ACH entries that are unauthorized may warrant the most concern. In the event you receive an ACH entry that is unauthorized, you acknowledge and agree that you have until the next business day from the settlement date to return it. The settlement date is the date on which the ACH entry posts to your account. In the event you discover (or reasonably should have discovered) any unauthorized ACH activity on your account, notify us AT ONCE by calling the phone on the back of this Agreement. If it is determined that the ACH entry is unauthorized, we will ask you to provide us with a written statement under the penalty of perjury and will return the ACH entry accordingly. You must notify us of your intent to return an unauthorized ACH entry by the next business day from the settlement date by our deadline at 1:30 p.m. You acknowledge and agree to hold us harmless from any loss you incur as a result of the unauthorized ACH entry that is not returned within the timeframe set forth herein and in accordance to the NACHA Operating Rules. Without limiting the foregoing, you acknowledge and agree to hold us harmless in the event it is later determined that the ACH entry was authorized; thus, the originator of such ACH entry plans to seek retribution. We strongly recommend that you review your account daily, utilize the tools described in the Fraud Prevention section of this Agreement, and consider carefully those to who you provide your account information to help minimize fraudulent activity on your account. You may access your account details by way of our Internet Banking System and/ or telephone customer service.

## Order of Payment

You understand that we will post deposits and credits to your account before we pay items presented for payment. When two or more items are presented for payment against your account on the same day, the law allows us to pay them in any order. For now, we have chosen the following order of payment:

1. First, we will post any items that resulted in an overdraft to your account from the previous business day.
2. Next, bank service charges, fees and payments you have pre-authorized the Bank to establish on your behalf, such as automatic loan payments and account-to-account trans-

fers, will post to your account in an order of smallest dollar amount to largest dollar amount. These items may overdraw your account if sufficient funds are not available; however, we will not assess a per item overdraft fee in such cases.

3. Next, payments we have authorized for you at time of purchase or order, such as wire transfers, ATM withdrawals, debit card transactions, online banking transfers, telephone banking transfers, and withdrawals at our teller counters, will be presented to post against your account in an order of smallest dollar amount to largest dollar amount. These are all (non-returnable) items that must be paid as they were authorized at the time of purchase; therefore, we post these items before ACH debits, drafts and checks (excluding checks used to withdraw funds at our teller counters). These items may overdraw your account if sufficient funds are not available. In such cases, a per item overdraft fee will be assessed for each item that paid against insufficient funds.

4. Finally, payments you have initiated that did not require an authorization by us at the time of purchase or order, such as ACH debits, drafts, bill payments and checks (excluding checks used to withdraw funds at our teller counters) will be presented to post against your account in an order of largest dollar amount to smallest dollar amount. We, in good faith, have chosen to present these items for payment against your account in an order that prioritizes important payments, such as your rent, payroll or insurance payments before other smaller items. If sufficient funds are not available in your account to pay these items, in our discretion, we may choose to pay or return the item unpaid. In cases where we pay the item against insufficient funds you may incur a per item overdraft fee. **Note: This order of payment could possibly cause multiple per item overdraft fees.**

We can, in good faith, choose a different order of payment after giving you any legally required notice.

Your account statement does not necessarily report debits and credits in the order that we posted them to your account.

## Overdraft and NSF

### Overdraft Fees

Overdraft Fees are assessed to an account when an item presented for payment against an account with an insufficient available balance to pay the item is posted against the account, creating an overdrawn balance.

### NSF Fees

NSF Fees are assessed to an account when an item presented for payment against an account with an insufficient available balance to pay the item is returned unpaid by the Bank to the payee.

### Insufficient Funds

You can avoid fees for insufficient funds and the possibility of returned items by ensuring that your account contains

sufficient available funds for all of your transactions. We offer tools to help you avoid overdrafts and returned items on your account, such as Basic Internet Banking, TreasuryHQ, Mobile Banking and Voice Banking.

If the Bank receives an item (or an authorization request) against your account and there are insufficient funds in your account to cover the item, the Bank may without prior notice to you, cover/pay/return the item pursuant to your participation in our Discretionary Overdraft Privilege Service and in conjunction with your election regarding overdrafts of ATM and one-time debit card transactions.

You agree to pay the Bank's fee for the action taken in accordance with the Schedule of Fees. Any negative balance on your account is immediately due and payable, and you agree to reimburse the Bank for the costs and expenses (including attorneys' fees and expenses) it incurs in recovering the negative balance (including Overdraft and associated fees).

### Safe Deposit

We will mail you a Safe Deposit Billing Notice ten (10) days prior to your annual rental payment due date. If you do not pay your safe deposit box rent within nine (9) months after the due date, we will drill your safe deposit box and remove its contents. At such time, your box will be officially closed, and the box contents will be inventoried pursuant to the Texas Unclaimed Property Division's written instructions and be stored at our Bank under dual control access. In order to claim the contents, you must pay all drilling expenses and delinquent rent and fees; you must also provide valid identification and your signature on the inventory sheet. If your Safe Deposit Box remains unpaid by you for the period required under the state laws governing your box (5 years), we are required by law to deliver the contents in your box to the state ("escheat"). We may charge a fee for mailing an escheat notice. You must file a claim with the Texas Unclaimed Property Division to recover property delivered to the state.

### Bank Statements

For checking and money market accounts, we will provide you with a monthly statement. For savings accounts, we will provide you with a quarterly statement. If you have an electronic fund transfer (such as a direct deposit or ATM withdrawal) to or from your account during any month, we will provide a statement for that month. You agree to promptly examine and reconcile each statement we send or make available. You will notify us immediately of any problem such as forgery, unauthorized endorsement, unauthorized debit, unauthorized transfer or alteration that you find. If you do not notify us within fourteen (14) days of the date we sent or made available the first statement that gave an indication of the problem, you will be responsible for any loss that could have been prevented by notifying us, regardless of whether or not we were appropriately careful. In the event that an item was fraudulently altered or drawn without authorization, in such way that a reasonable person could not detect the fraud, you will not hold us responsible for the loss, resulting from such fraud.

## eStatements

By signing the Commercial Application for Electronic Services, which indicates that you have chosen to receive eStatements, you affirmatively consent and agree to permit the Bank to make your statement and notices that we are required to provide to you under applicable federal and state statutes and their implementing regulations, as amended from time to time, available to you electronically through Internet Banking or via email sent to the last known email address that you provided. When your statement is ready to be viewed through Internet Banking we will send an email containing the periodic account statement or an email notification that your periodic account statement is available to be viewed through Internet Banking.

If there is more than one depositor that is a party to the account, notice to any one depositor will be effective for all. To revoke this consent or to request a paper copy of any electronic disclosure or notice provided pursuant to this consent, mail or fax your request to the address or fax number on the back of this Agreement. You may also visit any of our branch locations and speak with one of our customer service representatives for assistance. Refer to the eStatement Specifications section of this Agreement for information regarding access to and retention of electronic disclosures and/or notices.

We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in electronically delivered account statements and notices. You understand that these industry standards are dynamic and constantly developing. By signing the Commercial Application for Electronic Services, you acknowledge and understand that there are risks that are associated with the electronic delivery of account statements and notices including, but not limited to, delay or failure of delivery due to technical difficulties, weather conditions, and matters beyond our reasonable control. You have considered the historical and potential future content of your account statement(s), the risks associated with electronic delivery of account statements and our security procedures, and you find that our security measures are reasonable. If, in the future, you conclude that our security procedures cease to be reasonable, you must terminate the eStatement section of the Commercial Application for Electronic Services immediately in accordance with the "eStatement Termination" section of this Agreement.

### eStatements Specifications

You agree to notify us promptly, in writing, of any change in your email address at the address on the back of this Agreement. You may also visit any of our branch locations and speak with one of our customer service representatives for assistance. For your protection and for security purposes, we will not accept any change of email address notices via email or telephone.

You agree that any failure on your part to provide us with a good email address is a lack of ordinary care on your part. If we attempt to send you an eStatement notification email and

it is returned undeliverable twice, we will discontinue sending you email notifications until you provide us with your correct email address. Please note that this will not affect the availability of your eStatement, which will continue to be available to you when you log in to Internet Banking.

Your email address may be changed using the procedure described above by any authorized party to your account. The Bank shall have no obligation or liability to any of the owners of a multiple-party account if the email address is changed using the procedures set forth above.

If you would like to change your eStatement password, you must notify us in writing to request the password change. Please mail or fax requests to the address or fax number on the back of this Agreement. You may also visit any of our branch locations and speak with one of our customer service representatives for assistance. We will then notify you via email to verify the change to your new password. For your protection and for security purposes, we will not accept any change of password requests via email or telephone. If you have a multiple-party account, your password may be changed using the procedure described above by any authorized party to your account. The Bank shall have no obligation or liability to any of the owners of a multiple-party account if the password is changed using the procedures set forth above.

You agree that the Bank has no control over the persons who have access to your personal computer and your password. The Bank will not be liable for any authorized access to your personal computer using your password or for any losses you incur as a result thereof. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your personal computer or unauthorized use of your password.

We disclaim any and all implied warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. If you believe your eStatement is lost or that someone has obtained access to your eStatement without your permission, contact us at the address or phone numbers on the back of this Agreement. Notwithstanding any provisions to the contrary contained in this Agreement, we shall be responsible only for performing the eStatement services as expressly provided for in this Agreement.

We shall not be liable for any losses unless such losses are material losses that are incurred as a direct result of our own gross negligence or intentional misconduct in performing these services. We shall have no liability for failure to perform any eStatement services or for any disruption or delay in performing said services in the event such failure, disruption or delay is due to circumstances beyond our reasonable control (including, but not limited to, failure or disruption of electronic power, computer equipment, telecommunications systems, your Internet service provider or as a result of inclement weather conditions). We shall have no liability for any consequential, special, punitive damages or indirect loss under any circumstances.

You agree to indemnify and hold us and our directors, of-

ficers, employees and agents harmless from all claims, demands, judgments and expenses (including reasonable attorneys' fees) arising out of or in any way connected with the performance of the eStatement services. You agree that this indemnification shall survive the termination of this Agreement.

### **eStatement Termination**

The Commercial Application for Electronic Services shall remain in full force and effect until it is terminated by either party upon thirty (30) days prior written notice to the other party. Please mail or fax requests to the address or fax number on the back of this Agreement. You may also visit any of our branch locations and speak to one of our customer service representatives for assistance. We also have the right to terminate the Commercial Application for Electronic Services immediately, with or without cause, or if you fail to comply with the terms of the Commercial Application for Electronic Services or any other agreement which you may have with us or any applicable rule or regulation which may govern your account(s), including this Agreement. If we terminate the Commercial Application for Electronic Services for any of these reasons, such termination shall be effective on the effective date specified in a written notice mailed to you, and not on the date when the notice is mailed or received.

## **Fraud Protection**

### **Protection Against Unauthorized Items**

You acknowledge that there is a growing risk of losses resulting from unauthorized items. The Bank offers services that provide an effective means for controlling the risk from unauthorized items. These recommended services include:

- Positive Pay
- Positive Pay with Payee Validation
- ACH Positive Pay
- ACH Block Services

These recommended services are covered by our Treasury Management Services Terms and Conditions and are available to you upon request. You acknowledge the availability of these Services and their effectiveness for controlling the risk of unauthorized items. If you decide not to use the recommended services, or fail to use them in accordance with their applicable terms, you will be treated as having assumed the risk of any losses that could have been prevented if you had used the recommended service, or if you had used the recommended service, as applicable, in accordance with the applicable terms.

### **Preventing Misuse of Your Account**

You agree to take reasonable steps to ensure the integrity of your internal procedures with respect to your account and items drawn on your account or deposited to it. To help prevent embezzlement and protect your business assets, the Bank recommends you:

- Assign responsibilities for your account to multiple individuals. Those who reconcile statements for your account should be different from those who issue items drawn on your account
- Reconcile statements for your account as received and notify the Bank immediately of any problem
- Contact the Bank immediately if you do not receive the statement for your account when you would normally expect to
- Watch for paper items cashed out of sequence or made out to cash. These are classic red flags for embezzlement
- Secure your supply of paper items at all times. Stolen paper items are a common method of embezzlement
- Periodically reassign accounting duties such as reconciling your account or making a deposit
- Review transaction activity on your account for unexpected fluctuations. For example, compare the percentage of cash deposits to total deposit size. Most businesses will maintain a constant average. A large fluctuation might indicate embezzlement
- Destroy any paper item that you do not intend to use
- Use tamper-resistant paper items at all times
- Notify Bank immediately when an authorized signer's authority ends so that his/her name can be removed from all signature cards and online banking access, and any cards that the Bank has issued to him/her can be cancelled
- Do not sign blank paper items
- Obtain insurance coverage for these risks

## Claims of Unauthorized Transactions

### Unauthorized Claims Investigation

The Bank will investigate any transaction that you have reported to the Bank as unauthorized. You agree to:

Submit your claim of an unauthorized transaction in writing to the Bank by completing or obtaining a written statement describing your claim of unauthorized transaction (in an affidavit form approved by the Bank, if so requested).

File a police report if deemed necessary.

Complete and return to the Bank any documents requested of you. In all respects cooperate fully at your expense with the Bank in its investigation of your claim of unauthorized transactions.

The Bank will have the right to reverse any credit made to your account if you fail to: (i) sign any required affidavits and/or other necessary documents; (ii) cooperate fully with the Bank's investigation of your claim of an unauthorized transaction; (iii) cooperate fully with the Bank's efforts to recover funds related to your claim of unauthorized transaction; or, (iv) if the Bank determines that the transaction was indeed authorized.

### Lost or Stolen Paper Items;

#### Unauthorized Items

If any of your unissued paper items have been lost or stolen,

or if you learn that unauthorized items are being issued on your account, you agree to notify the Bank at once. To the extent that you fail to so notify the Bank hampers the Bank's ability to prevent loss, the Bank will be relieved of any liability for such items. Upon receipt of any such notice, the Bank may at its sole discretion and without any liability to you take one or more of the following actions: (i) close your account and open a new account for you; (ii) dishonor any paper item you or an authorized signer has indicated may have been lost or stolen (unless you or an authorized signer subsequently has instructed the Bank to honor such an item); or (iii) pay any paper item presented for payment on your account, provided you have instructed the Bank to pay such paper item and given the Bank the number of that paper item. If the Bank opens a new account for you and you have authorized a third party to automatically make regular deposits to or withdrawals from your account (such as wire or ACH transfers), the Bank shall have no liability to you if you do not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for you due to your failure to notify that third party in a timely fashion of the number of your new account.

### Standard of Care

The Bank will meet its standard of care for your account by exercising ordinary care in the transaction at issue. When the Bank takes an item for processing by automated means, "ordinary care" does not require the Bank to examine the item. In all other cases, "ordinary care" requires only that the Bank follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. The Bank's policies and procedures are general internal guidelines for the Bank's use and do not establish a higher standard of care for the Bank than is otherwise established by the laws governing your account. A mere clerical error or an honest mistake will not be considered a failure of the Bank to perform any of its obligations. If the Bank waives any of its rights as to you or your account on one or more occasions, it will not be considered a waiver of the Bank's rights on any other occasion.

### Adverse Claims

If any person or entity makes a claim against funds in your account, or if the Bank believes that conflict exists between or among the authorized signers on your account or that there is a dispute over matters such as the ownership of your account or the authority to withdraw funds from your account, the Bank may, without any liability to you, take one or more of the following actions:

Continue to rely on the Bank's records to determine the ownership of or the identity of the authorized signer(s) for your account.

Honor the claim upon receipt of evidence satisfactory to the Bank to justify such claim.

Freeze all or part of the funds in your account until the dispute is resolved to the Bank's satisfaction.

Close your account and send a check for the available balance in your account payable to you or to you and each claimant or Pay the funds into an appropriate court.

The Bank may charge your account for expenses (including attorneys' fees and expenses) and fees the Bank incurs.

## **Additional Terms for Time Deposit Accounts**

We may refer to a time deposit account as a "Time Certificate of Deposit," "Certificate of Deposit" or a "CD".

### **General**

Time deposit accounts include deposits which are payable, either on a specified date or at the expiration of a specified time, no less than seven (7) calendar days after the date of deposit.

### **Time Requirement**

You agree to keep your funds on deposit until the maturity date. You may make withdrawals from your time deposit account on the maturity date or within the grace period after the maturity date.

### **Certificate**

If your time deposit account is evidenced by a Time Certificate of Deposit, you will present it each time you request a withdrawal. If the Time Certificate of Deposit is ever lost, stolen or destroyed, you will comply with our procedures before requesting a withdrawal or other action.

### **Date of Issue**

You understand that if the time deposit account is opened after 4:00 p.m., its date of issue will be the next business day.

### **How We Calculate Interest on CDs**

We use the daily collected balance method to calculate interest. Interest is calculated using a 365-day-year (366 days in a leap year). The daily collected balance method applies a daily periodic rate to the collected balance each day.

### **Interest Accrual**

If you deposit a non-cash item, such as a check, interest begins to accrue no later than the business day we receive credit for its deposit. This may not be the same day that you deposit the non-cash item to your account.

### **Payment of Interest**

If you elected a payment of interest other than a credit to your time deposit account, we may, at our sole discretion, terminate it in favor of crediting your time deposit account. Ordinarily, we exercise such discretion when an interest payment mailed to your account address is returned undelivered or when an account to which your interest payments are automatically credited is closed.

### **Maturity Date**

Your time deposit account will mature at the end of the term stated on your Time Certificate of Deposit, receipt or disclosure, as applicable.

### **Renewals**

If noted in the Truth in Savings disclosure or Signature Card that your time deposit account is automatically renewing, we will renew the time deposit at each maturity date for the same term. The interest rate will be the one we offer on that renewal date for deposits of the same term and amount. You will have a grace period of ten (10) days after renewal in which you may withdraw funds without penalty. We can decline to renew at any renewal date by notifying you beforehand.

### **Early Withdrawal Penalty**

We do not have to permit early withdrawals. For each one, we can charge a penalty calculated as follows: for time deposit accounts with a maturity date of seven (7) days or less, seven (7) days interest on the amount withdrawn; for time deposit accounts with a maturity date of eight (8) days to three hundred sixty-four (364) days, thirty (30) days interest on the amount withdrawn; for time deposit accounts over three hundred sixty-five (365) days, ninety (90) days interest on the amount withdrawn. If there is enough accrued interest to cover the penalty, we deduct the penalty from it. If not, we deduct the remainder of the penalty from principal. If a variable-rate account, we calculate the penalty using the interest rate applicable at withdrawal. If an Individual Retirement Account, the early withdrawal penalty will be added to any penalty imposed under the Individual Retirement Account (IRA) Disclosure Statement. You understand the law requires us to charge at least seven (7) days simple interest on any amount withdrawn (a) within the first six (6) days after the account is opened, or (b) within six (6) days after a partial early withdrawal.

### **Identification**

Federal law, including the USA Patriot Act, requires all financial institutions to obtain, verify and record information that identifies any business entity, along with its owners, that opens an account with that financial institution. In addition, financial institutions are required to know and record the primary business function and/or purpose of their commercial customers. When you apply for a commercial account, we will ask for the legal name of the business entity, the address, the taxpayer identification number (TIN) and applicable documentation. We may require a TIN confirmation letter or income tax return if we are unable to verify the tax identification number. We may validate the information you provide to us to ensure we have a reasonable assurance of your identity. We may contact you for additional information. If your account is funded before we verify the information you provided, you may not have access to the funds. If we are not able to verify the identity of the business entity to our satisfaction, we will not open the account or we may close the account if it was previously funded.

## **Funds Availability Disclosure**

### **Your Ability to Withdraw Funds (Next Day Availability)**

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are

available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

### Cut-Off Times

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays.

If you make a deposit at a branch before 4:00 p.m. or at an ATM before 3:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at a branch after 4:00 p.m. or at an ATM after 3:00 p.m. or on a day that we are not open, we will consider that the deposit was made on the next business day that we are open.

Please note that some of our branches have a different cut-off time. Contact the branch where you transact business to verify the cut-off time. If you make a deposit on any day that we are not open for business, we will consider the deposit made on the next business day that we are open. We may change our cut-off times whenever we determine it to be a necessary business decision.

### Longer Delays (Case-by-Case Hold)

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit, meaning your funds would likely be delayed until the second business day after the day of your deposit. Notwithstanding the foregoing, first \$200 of your deposits may be available on the first business day at our discretion.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available.

If your deposit is not made directly to one of our employees, or if we decide to delay the availability of funds after you have left the premises, we will mail you the notice of hold by the end of the business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

### Longer Delays (Exception Hold)

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one (1) day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds may be available. They will generally be available no later than the seventh (7th) business day after the day of your deposit.

### Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first thirty (30) days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

Funds from deposits of cash, wire transfers and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, federal, state and local government checks will be available on the first (1st) business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth (9th) business day after the day of your deposit.

If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second (2nd) business day after the day of your deposit. Funds from all other check deposits will be available on the tenth (10th) business day after the day of your deposit.

### Holds on Other Account Funds

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us.

The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in the Funds Availability Disclosure for the type of check that you deposited.

## Substitute Checks and Your Rights

### What is a Substitute Check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks". These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of the substitute check states, "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or electronic debits to your account. However, you have rights under other law with respect to those transactions.

### What are my rights regarding substitute

## checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (i.e., NSF/OD check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within ten (10) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (45) calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

## How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us in writing at the address on the back of this Agreement.

You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include all of the following:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect)
- An estimate of the amount of your loss
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss
- A copy of the substitute check and/or the following information to help us identify the substitute check: identifying information (i.e., the check number), the name of the person to whom you wrote the check and/or the amount of the check.

## Debit Card Services

This section describes the Bank's debit card services and the additional terms applicable to these services. The Bank may limit the availability of these services at any time, and all of these services may not be available at each Bank location. The Bank may require you to sign a separate agreement to obtain these services. If there is a conflict between the separate agreement and this Agreement, the separate agreement will control.

### Business Debit Cards

"Card" or "Check Card" means the Bank's Business Debit Card that the Bank may issue to you.

"Cardholder" means the person to whom a Card is issued.

"POS" means point of sale transaction.

Unless otherwise provided in this Agreement, you must be an account owner or an authorized signer on at least one Bank account to be a Cardholder. If the Cardholder, gives the Card to an unauthorized individual to use, all liability, if any, will be eliminated from the Bank with the usage of the Card. You may visit any of our Bank locations to request a Card. You will provide a PIN (personal identification number) that will be used to perform withdrawal and debit (POS) transactions.

Each Cardholder agrees not to use the Card for any credit or deposit account linked to his or her Card (each a "linked account") for any transaction that is illegal under applicable law, including, but not limited to, "restricted transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder. Each Cardholder agrees to use the Card only in the manner and for the purpose described within this Agreement. If a Cardholder attempts to use the Card in any other manner or for any other purpose, the Bank may decline the transaction or, at the Bank's sole discretion, the transaction may be completed without any obligation to honor the same type of transaction on future occasions. We reserve the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or identifying themselves through the Card transactions record or otherwise as engaged in such business.

### Use of a Business Debit Card

The Business Debit Card enables the Cardholder to make the following types of transactions:

Purchases at merchants that accept Visa credit cards and at merchants in participating regional proprietary POS networks such as NYCE and Cirrus.

Cash withdrawals from, balance inquiries on, and funds transfers between your checking, money market accounts, NOW accounts, and/or savings accounts with the Bank using an ATM transaction.

Cash withdrawals from the designated primary checking account and/or primary savings account at non-PlainsCapital

Bank ATMs that participate in shared ATM networks to which the Bank belongs.

Deposits to your checking and/or savings accounts using paper currency and/or paper checks at certain Bank ATMs. Some Bank ATMs do not accept deposits. If you make the deposit prior to 3:00 p.m., the deposit will post to your account on the same business day. If you make the deposit after 3:00 p.m., the funds will post to your account the next business day.

### Termination of Card Privileges

Each Card is the property of the Bank. The Bank may terminate, or suspend a Cardholder's Card privileges at any time without notice. A Cardholder may terminate his or her Card privileges at any time by either coming into a Branch location or writing the Bank at the address provided within this Agreement. If a Cardholder's privileges are terminated for any reason, the Cardholder agrees to immediately surrender the Card to the Bank. The cancellation of Card privileges does not affect other terms of your account. If the Bank reinstates your Card privileges, this Agreement is automatically reinstated. If the Card the Bank sends you is returned undeliverable, the Bank may restrict use of any Card with the same card numbers or the Bank may close the Card for your protection. If the Cardholder has not used the Card to conduct transactions within the past twelve (12) months, the Bank may close and cancel the Card without any notice to you the Cardholder. Termination of Card privileges will not affect any rights and obligations for transactions made with a Card before the privileges were terminated.

### Protecting Your Card and PIN (Personal Identification Number)

Each Cardholder is responsible for caring for his or her card and/or PIN as he or she would care for checks and other paper items. Each Cardholder is responsible for maintaining the confidentiality of his or her PIN.

If a Cardholder gives his or her Card or PIN to another person, you will be responsible for all transactions made by that person or anyone else to whom that person gives the Card and/or PIN. Notify the Bank immediately if a Card tied to your account is lost or stolen or is no longer secure, or being used by an unauthorized person. To report a lost or stolen Card, call 1-888-765-1765 immediately so the Card can be closed quickly.

We recommend that each Cardholder:

Activate the Card within 24 hours by calling the toll free number listed on the sticker placed on the Card at the time it is issued to you.

When selecting your PIN, do not use any number or word that appears in your wallet such as birth date, name or address.

Memorize your PIN and never share it with anyone, and never write your PIN down on paper.

To protect your account, the Bank recommends that you change your PIN number every six (6) months.  
Shop with merchants you know and trust.

Regularly review your account statements as soon as you receive them to verify transactions. Contact the Bank immediately if you identify any discrepancies.

Make sure any Internet purchase activity you engage in is secured with encryption to protect your account information. Look for the "secure transaction" symbols.

Always be sure to log off from any site after a purchase transaction is made with your Card. If you cannot log off, shut down your browser to prevent unauthorized access to your account information.

Do not send your Card number through email, as it is typically not secure, and don't provide it over the phone unless you initiated the call.

If you have forgotten your PIN or would like to select a new one, please visit your nearest PlainsCapital Bank location. Sign the back of the Card immediately..

## ATM Security Disclosure

For your safety when using an ATM, please remember and advise each Cardholder of the following tips and suggestions:

Be aware of your surroundings and exercise caution when withdrawing funds.

Watch for suspicious persons or activity around the ATM. If you notice anything out of the ordinary, come back later or use an ATM elsewhere. If you observe suspicious persons or circumstances, do not use the ATM at that time. If you are in the middle of a transaction, cancel the transaction, take your Card, and leave the area and come back at another time or use an ATM at another location.

Report all crimes immediately to the operator of the ATM and local law enforcement.

Consider having someone accompany you when using an ATM after dark.

Ensure no one sees you enter your PIN.

Refrain from displaying cash, and put it away as soon as your transaction is completed. Wait to count your cash until you're in the safety of a locked enclosure, such as a car or home.

Safe-keep your ATM receipts and never leave it in the ATM. When using a drive-up ATM, keep your engine running. Aside from the driver's window keep all of your doors and windows locked. Leave enough room between cars to allow for a quick exit if necessary.

If the ATM is obstructed from view or poorly lit, go to another ATM.

or walk-up ATMs, park as closely as possible to the terminal. Minimize time spent at the ATM by having your Card out and ready to use. If the ATM is in use, give the person using the terminal the same privacy you expect. Allow them to move away from the ATM before you approach the terminal.

If anyone follows you after you have used an ATM, go immediately to a crowded well lit area and call the police.

### Account Linkage and Designation of Accounts

To open and maintain any type of Card, at least one qualified PlainsCapital Bank business deposit account must be linked to the Card. You may link deposit or credit accounts to your Card as the Bank permits from time to time. In addition, a sole proprietor may also link personal accounts maintained at the Bank to a Card so long as the personal and business accounts are established under the same tax identification number.

If only one deposit account of each type (checking, savings, etc.) is linked to a Card, the checking account is automatically designated as the "primary" account of that type for the purpose of making electronic funds transfers and displaying the accounts where available at the Bank ATM's or non-PlainsCapital Bank ATM's.

If more than one account of a single type is linked to a Card, you will be asked to designate the primary account, secondary account, and other accounts. If you do not designate one account as the primary account of a particular type of account, the first account of that type linked to a Card is considered the primary account for that type of account. Certain transactions are automatically debited from the linked account designated as primary.

### Daily Limits

If a Card is used to make ATM withdrawals or transfers or POS purchases, the following rules apply:

There is no limit on the number of times a Card may be used each day as long as the disclosed daily dollar limits are not exceeded.

The ATM daily dollar limit is the maximum U.S. Dollar amount of cash that can be withdrawn from any ATM machine within one (1) day.

The POS daily limit is the maximum U.S. Dollar amount of purchases (including cash back, if any) that can be debited from your account within one (1) day.

For the purpose of the daily limit, a "day" is generally defined as a 24-hour period beginning at midnight.

However, over the weekend, a "day" is defined as the period that begins Friday at midnight and ends Monday at midnight (which includes transactions processed on Saturday, Sunday and Monday).

The standard daily withdrawal limits for a Card are the following:

<b>ATM</b>	\$1,000
<b>PIN Transactions</b> (merchant purchases using the PIN)	\$1,500
<b>Credit Transactions</b> (merchant purchases using a signature)	\$1,500

At the Bank's discretion, the limits may be higher or lower based upon your account type, account behavior, or your total deposit relationship. In addition, upon your request, and at the discretion of the Bank, the Bank may establish a higher or lower daily limit for a temporary period and your limit will default to the standard daily limit at the end of the temporary period. If the Bank has not established or allowed another limit for you, the standard daily limits will apply.

### Documentation of Transfers and Transactions

At the time you conduct an ATM, POS, or "Credit" Card transaction, you may receive a written receipt from either the ATM machine or the merchant with the following information:

Amount  
Date  
Type of transaction  
Merchant name (if applicable)  
Account number (which is partially displayed)  
ATM code number or POS terminal code number

### Making Purchases with a Business Debit Card

Business Debit Cards can be used to make POS purchases in the three (3) ways described below. The funds used for these purchases are deducted from your primary account.

**Visa POS Purchase.** Purchases can be made at merchants or service providers that accept Visa credit cards in retail outlets, over the Internet, through mail orders, and on the phone. To do so, the Card is presented to the merchant and a receipt to authorize the purchase is signed. At merchants with PIN pads or terminals, the Card is swiped, the credit button is selected, and a receipt to authorize the purchase is signed. For Internet, phone, and mail orders, the Card number and the expiration date are provided. There is no cash back feature when making a Visa purchase.

**POS Network Purchase.** Purchases can be made at merchants that accept payment through the POS networks in which the Bank participates, which are NYCE and Cirrus. To make a purchase; the Card is presented to the merchant. When prompted, the PIN is entered to authorize the purchase. Merchants participating in these POS networks may allow cash back with the purchase amount and may limit the dollar amount allowed with the cash back.

**PINless Debit Purchases.** Purchases can be made at merchants that accept payment through the POS networks in which the Bank participates. To make a purchase the Card is presented to the merchant without requiring you to enter the PIN. These transactions are called "PINless debit transactions". PINless debit transactions are not considered Visa debit transactions.

### Overdraft Limitation

If you have opted into the Bank's Discretionary Overdraft Privilege Service, the Bank may decline your one-time debit card transaction (ATM, PIN or signature) if the linked account available balance is not sufficient to cover the transaction, or the Bank may complete the transaction and overdraw the account. If you have opted out of the Bank's Discretionary Overdraft Privilege Service we will decline the one-time debit card transaction (ATM, PIN or signature) if the linked account available balance is not sufficient to cover the transaction amount. For more information see the Discretionary Overdraft Privilege Service Disclosure section within this Agreement.

### Recurring Purchases with a Business Debit Card

A Cardholder may arrange with merchants or service providers to initiate a purchase/payment using the Card on a periodic recurring basis. If the Bank issues a new Card with a different number, you will need to contact the merchant and provide the new Card number and expiration date. The Bank will not contact the merchant on your behalf. If you need to cancel all future authorized transactions from a merchant, or the linked account tied to the card is closed, you will need to contact the merchant. If the recurring purchase varies in amount, the merchant you authorized to initiate the purchase is required to tell you ten (10) days prior to authorizing the purchase.

### Debit Card Holds

When you use a debit card for a purchase the merchant will send your card number and the purchase amount to the Bank for an approval or authorization. This authorization generally confirms that an account is open and the purchase amount is available. The funds for the purchase amount are then placed on "hold" and deducted from the available balance. When the Bank receives the actual transaction from the merchant, the hold is released and the transaction is presented for payment against the account in our stated order of payment. If the transaction has not been received by the Bank within two (2) business days, the hold expires and the available balance will increase by that amount.

There are times, for example, at restaurants, for gas purchases, car rentals or hotels, that merchants will not know the exact amount of your purchase when they request the authorization. This means the authorization could be for an amount higher or lower than your actual purchase amount. This may temporarily affect your available balance, if your hold amount is different than your actual purchase amount. Therefore, it is extremely important that you are diligent about recording the actual transaction amount in your records. Once the merchant sends the transaction and it posts on your account you can view the transaction through Internet Banking (defined below) or Mobile Banking (defined below).

Your available balance is immediately affected by authorizations we provide merchants and we pay items presented based on your available balance and in accordance with our stated order of payment.

### Stop Payments on Purchases and Refunds

Stop payments cannot be requested on one time purchases made using a Business Debit Card. You can request the merchant to refund you for a purchase made, and the merchant may refund the Business Debit Card used at the time of the original purchase. You may not receive cash refunds for the return of merchandise or services purchased using your Business Debit Card.

### Transactions Outside the United States

If a Card is used to make an ATM withdrawal or a POS purchase outside the United States, the network and/or the merchant that handles the transaction will convert the local currency amount of the transaction to U.S. dollars. If the network converts the currency, it will use either the rate selected by the network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the network itself receives, or the government mandated rate in effect for the applicable central processing date. If the merchant that handles the POS purchase converts the currency, the merchant will determine the currency conversion rate. For each purchase transaction completed outside the United States, the Bank may also charge an International Purchase Transaction Fee, which is based on the amount provided to the Bank by the network in U.S. dollars.

### Transactions at Non-PlainsCapital Bank ATMs

If a Card is used at non-PlainsCapital Bank ATMs, transactions will be limited to the linked account, withdrawal limits, and currency denominations provided by the non-PlainsCapital Bank ATM. If a non-PlainsCapital Bank ATM does not provide the option of various account types, such as checking or savings, the cash withdrawal will be from your linked account designated as "primary checking." The non-PlainsCapital Bank ATMs will normally charge an additional fee for usage of that machine, which is called a "surcharge." This fee can range from \$1.00 up to \$5.00 or more.

### ATM and POS Malfunction

You agree not to hold the Bank responsible for damages that result from or are a consequence of an ATM or POS malfunction. You agree to promptly notify the Bank if an ATM fails to dispense the correct amount of cash or provide a proper receipt, by calling or writing the Bank at the telephone number or address provided within this Agreement.

### Liability for Unauthorized Card Transactions

You are responsible for each Card linked to your accounts. You will not be liable for unauthorized transactions except as explained below.

An "unauthorized transaction" is a transaction that does not benefit you and is made by a person who does not have your actual, implied, or apparent authority to use a Card. Unauthorized transactions do not include (that is, you are liable for):

Any transaction where you furnished the Card, the Card number or other identifying information to another person or co-owner (even though that co-owner is not a Cardholder)

and expressly or implicitly give that individual authority to perform one or more transactions, and that individual exceeds the authority to transact business on your account.

Any other reason we conclude that the facts and circumstances do not reasonably support a claim of unauthorized use.

Any transaction that resulted from inadequate internal controls in your organization.  
Any transaction a merchant has processed in error, or a transaction involving goods or services with which the Cardholder is not satisfied.

If you suspect that your Card has been lost or stolen, or that an unauthorized transaction has been made with your Card or Card number, notify the Bank as soon as possible by calling 1-888-765-1765 so the Bank can close the Card quickly.

When you receive your account statement, if you have errors or questions about any Card transaction, please notify the Bank immediately by mail or telephone using the Bank contact information within this Agreement.

The Bank must hear from you no later than sixty days after we have sent the first statement on which the problem or error appeared. When you contact the Bank, we will need the following information:

Cardholder's full name and account number.

When did you first notice the error.

A description of the error or transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.

The dollar amount of the transaction in question.

You will be asked to complete documentation in support of your claim, including an Unauthorized Transaction Affidavit, EFT notification form, and may also be asked to complete a police report with the local authorities.

In evaluating your claim, the Bank will consider whether any negligence on the part of the Cardholder within your organization has contributed to the transaction in question. Some of the factors that the Bank will consider in connection with this evaluation process include:

**Timely reporting of lost Card.** Whether any loss or theft of the Card was reported to the Bank within a timely manner after the discovery of the loss or theft.

**Prompt review of statements.** Whether you promptly reviewed the statements for your linked accounts.  
**Prompt report of unauthorized transactions.** Whether, following discovery of an unauthorized use of the Card on a statement, the unauthorized transaction was reported to the Bank timely.

**Safeguard Card and PIN.** Whether the Cardholder exercised reasonable care in safeguarding his or her Card, Card number, and PIN from loss or theft.

**Multiple prior incidents.** Whether you have reported multiple incidents of unauthorized transactions to the Bank within the twelve (12) month period immediately preceding your claim and the facts and circumstances surrounding those incidents.

If you tell the Bank verbally, we may require that you send your claim or question in writing within ten (10) business days. The Bank will determine whether an error occurred within ten (10) business days after we hear from you and will attempt to correct any error promptly. If the Bank needs more time, we may take up to forty five (45) days to investigate your claim or question. If the alleged error involves a transfer resulting from a POS (using the PIN number) transaction, or a transaction initiated outside of the United States, we may take up to ninety (90) days to investigate. We may give you provisional credit within ten (10) business days (twenty (20) business days for new accounts) for the amount you think is in error, so that you will have use of the funds during the time it takes us to complete our investigation. If we ask you to put your claim or question in writing and we do not receive it within ten (10) business days, we may not provide provisional credit to your account.

The Bank will have the right to reverse any credit made to your account if you fail to (i) sign any required affidavits and/or other necessary documents; (ii) cooperate fully with the Bank's investigation of your claim of an unauthorized transaction; (iii) cooperate fully with the Bank's efforts to recover funds related to your claim of unauthorized transaction; or, (iv) if the Bank determines that the transaction was indeed authorized.

### Card Fees

If your Card is lost or stolen, you may have the Card replaced for a \$5.00 fee.

## Internet Banking System

### Terms

The following additional terms and provisions govern your electronic access to your account(s) at the Bank through PlainsCapital Bank's Internet Banking System (hereafter "System"). By using the System, you accept all the terms and conditions contained herein.

### Access

To use the System, you must have at least one (1) account at the Bank, access to the Internet and an email address or telephone number that can accept voice calls or text messages. Once you have requested Internet Banking and we have verified your account information, we will send you an email confirmation of our acceptance of your request along with your assigned login ID. The System can be used to access only the accounts which you have designated. We undertake no obligation to monitor transactions through the System to determine that they are made on behalf of the account holder.

## Your Password

For security purposes, you are required to establish your password upon your initial login to the System by selecting "FirstTime User". In order to establish your password, the System must first authenticate you by using the information that was gathered through the account opening process. Once this authentication occurs, you will then be prompted to select a password that will meet the Bank's security requirements. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password periodically. After three (3) unsuccessful attempts to use your password, your access to the System will be revoked. Once your profile has been reset, you can log into the System by selecting "Forgot Password". This selection will require that you complete the authentication process prior to establishing a new system password. Your password should not be associated with any commonly known personal identification information, such as social security number, address, date of birth or names of children.

## Security

You understand the importance of your role in preventing misuse of your accounts through the System. You agree to protect the confidentiality of your account and account number and your personal identification information. You understand that personal identification information by itself or together with information related to your account may allow unauthorized access to your account.

Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the System is encrypted in an effort to provide transmission security and the System utilizes identification technology to verify that the sender and receiver of system transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. You agree to defend, hold harmless and indemnify the Bank from and against any and all claims of any nature arising out of any such access by a person you have authorized, permitted or enabled to have access to your bank accounts via the System.

The Bank recommends that you maintain up to date anti-virus protection and operating system patches and that you only open emails from trusted senders to help protect from unauthorized access. We strongly recommend that you visit our Fraud Prevention page found at [plainscapital.com](http://plainscapital.com) to learn more about online fraud and ways you can protect yourself.

## Hours of Access

You can use the System seven days a week, 24 hours a day, although some or all System services may occasionally not be available due to emergency or scheduled system maintenance.

## Fees and Charges

You agree to pay the System services monthly fees, if applicable. You agree that all such fees and charges, if any, will be automatically deducted from your account.

You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service provider fees you incur in connection with your use of the System.

We may change any term of this Agreement at any time. If the change would result in increased fees, increased liability for you, fewer types of available electronic fund transfers or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least thirty (30) days before the effective date of any such change unless an immediate change is necessary to maintain the security of an account or our electronic funds transfer system. We reserve the right to waive, reduce or reverse charges or fees in individual situations.

## Posting of Transfers

Transfers completed through the System before 7:00 p.m. Central Standard Time on a business day are posted to your account the same day. Transfers completed after 7:00 p.m. Central Standard Time on a business day or on a Saturday, Sunday or banking holiday may not be posted until the next business day. The System identifies transfers based upon the login ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the System may not reflect transfers made by multiple users from the same account if different login IDs are used. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

## Overdrafts

In the event that electronic funds transfers initiated through the System that would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the Schedule of Fees within this Agreement.

## Limits on Amounts and Frequency of System Transactions

The number of transfers from bank accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable Truth in Savings Disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

## Internet Banking Bill Payment Service

By using the Bill Payment Service option, you agree that we can debit your account and remit funds on your behalf. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly. For more information about the Bill Pay Terms and Conditions please visit the Bill Pay website within the Internet Banking System.

## Mobile Banking Service

PlainsCapital Bank offers Mobile Banking service through its PlainsCapital Bank Mobile Banking App, a smartphone application that offers various services through certain mobile devices. Mobile Banking services allow you to access your account(s) and to perform various transactions on your account(s). For access to the Mobile Banking Service, please enroll for Mobile Banking within your Internet Banking account profile. The same login ID and password used for Internet Banking are used to access Mobile Banking. For more information about our Mobile Banking Services please visit [plainscapital.com/mobile](http://plainscapital.com/mobile).

PLEASE NOTE: While the Bank may choose not to charge a fee to use the Mobile Banking Service, you may incur charges for accessing the Internet via your cell or smartphone, depending on your carrier and the plan features to which you subscribe. PlainsCapital Bank is not responsible for any such charges.

## No Cancellation of Bill Payment Requests

Once an electronic bill payment has been debited from your account and the bill payment has been processed, you CANNOT cancel or stop the electronic bill payment.

## Disclaimer of Warranty and Limitation of Liability

We do not and cannot warrant that the System will operate without errors, or that any or all System services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this agreement or by reason of your use of or access to the System, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or based on a warranty. Further, in no event shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through the System.

## Your Right to Terminate

You may cancel your System service at any time by providing us with written notice via email or by telephone. Your access to the System will be canceled within a reasonable time after our receipt of your instructions to cancel the service. You will be responsible for all outstanding fees and charges incurred prior to the date of cancellation.

## Our Right to Terminate

You agree that we can terminate or limit your access to System services for any of the following reasons:

- Without prior notice, if you have insufficient funds in any one of your Bank accounts. System service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers and debits.
- Upon three (3) business days' notice, if you do not contact us to designate a new primary checking account immediately after you close your primary checking

account.

- Upon reasonable notice, for any other reason at our sole discretion.

## Discretionary Overdraft Privilege Service Disclosure

It is PlainsCapital Bank's policy to comply with applicable laws, rules and regulations, and to conduct business in accordance with strict safety and soundness standards. A non-sufficient funds item (overdraft/negative balance) may result from: i) the payment of checks, electronic funds transfers, or other withdrawal requests you initiate; ii) payments authorized by you; iii) the returned, unpaid items deposited by you; iv) charging your account for our applicable service charges and fees; and v) the deposit of items to your account which, according to our Funds Availability Disclosure, are treated as not yet "available" or "finally paid".

We are not obligated to pay any item initiated for payment against your account if your account does not contain sufficient collected funds. Rather than automatically returning, unpaid, all non-sufficient funds items that you may have, if your "eligible account type" has been open for at least thirty (30) days and thereafter you maintain your account in good standing, which requires that you at least: (i) continue making deposits consistent with your past practices, and deposit at least \$400 or more in your account within each thirty (30) day period, (ii) do not default on any loan obligation to us, and (iii) do not allow your account to be the subject of any legal or administrative order or levy, such as bankruptcy or a tax lien, we will consider, without obligation on our part, approving your reasonable overdrafts up to your assigned Discretionary Overdraft Privilege Service limit, including our fees.

We reserve the right to require you to pay your outstanding overdraft (negative) balance, including our fees, immediately or on demand.

Once an overdraft privilege limit has been assigned to your account, that limit may be removed from your account at any time if you do not continue to maintain your account in good standing by meeting the aforementioned criteria.

This Discretionary Overdraft Privilege Service will generally be limited to an \$800 overdraft (negative) balance for eligible personal checking account types; or a \$1,500 overdraft (negative) balance for eligible business checking account types. Our normal fees and charges including, without limitation, our non-sufficient funds (NSF) or overdraft (OD) fees currently \$35 per non-sufficient funds or overdraft item, as set forth in our Schedule of Fees, will be charged for each transaction initiated for payment from your checking account that does not have sufficient collected funds. Typically, we will charge our normal NSF/OD fee whether we approve an overdraft item for payment or return it unpaid.

Our NSF/OD and daily overdraft fees will be included in

and count against your assigned Discretionary Overdraft Privilege Service limit of \$800 or \$1,500, as applicable. Whether your overdrafts will be paid or not is at our sole discretion, and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing as described above, or if you have too many overdrafts. We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you. You will be notified by mail of any NSF items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts including our fees that you owe us shall be due and payable immediately. If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts including our fees.

We may use deposits you or others make to your account to pay overdrafts, fees and other amounts you owe us.

### **Ineligible Accounts and Limitations**

Discretionary Overdraft Privilege Service is available only for eligible checking accounts that are maintained in good standing as defined above. Savings, money market, public fund, charitable/non-profit organization accounts, accounts with restrictive hold codes (garnishment, liens, etc.), dormant, returned mail and certain trust accounts are not eligible for this service. We may, in our sole option and discretion, limit the number of your accounts eligible for Discretionary Overdraft Privilege Service to one account per household and/or one account per taxpayer identification number.

### **Eligible Account Types**

For eligible account types please contact us at the telephone number on the back of this Agreement.

### **Transactions That May Cause or Create Overdrafts**

NSF transactions initiated for payment against your checking account may be paid by us using your assigned Discretionary Overdraft Privilege Service limit, including our fees. Our NSF/OD fee may be imposed for paying, or not paying, overdrafts you create by checks, in-person (teller) withdrawals, ATM withdrawals, POS transactions, or other electronic means.

### **You May Always Opt-Out**

We will provide you with the opportunity to opt-in or opt-out of Discretionary Overdraft Privilege Service during the account opening process. The benefits and/or potential consequences of your decision will be explained to you at that time. Once you have opted-in, you may choose to opt-out of Discretionary Overdraft Privilege Service at any time by notifying one of our customer service representatives.

### **If You Need Help**

Overdrafts should not be used to pay ordinary or routine expenses, and you should not rely on overdrafts as a means to cover these expenses. If at any time you feel you need help with your financial obligations, please contact us at 1-866-762-8392.

### **Always A Discretionary Service**

Our Discretionary Overdraft Privilege Service does not constitute an actual or implied agreement between you and us, nor does it constitute an actual or implied obligation of or by us. Our Discretionary Overdraft Privilege Service represents a purely discretionary courtesy or privilege that we may provide to you from time to time, which may be withdrawn or withheld by us at any time without prior notice or reason or cause.

### **Optional Overdraft Protection Transfers**

We offer additional overdraft protection via overdraft protection transfers. You may request to establish overdraft protection for your checking account from a personal line of credit, savings account or another checking account that you have with us. If you request to establish overdraft protection transfers, once your request is fulfilled by branch personnel, you may save money on the total fees you pay us for overdrafts. If you utilize overdraft protection transfers, you will be notified on your monthly account statement.

## **Unlawful Internet Gambling Enforcement Act**

You agree to comply with applicable laws and regulations. You may not use your account or related services for any illegal transactions or activity, including those prohibited by the Unlawful Internet Gambling Enforcement Act. You agree to indemnify us from every action, proceeding, claim, loss, cost and expense (including attorneys fees) suffered or incurred by us due to any U.S. or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any account or funds in an account of yours (or ours) when purportedly caused by, or arising out of, your action or inaction. This will apply whether or not such action or inaction is ultimately determined to be authorized under the laws of the U.S. or its territories, or of any foreign jurisdiction. We are not required to inquire or determine the authority of any action taken by the U.S. or any foreign government entity prior to acceding to any legal process initiated by either.

Please note that your agreement to comply with applicable laws and regulations includes United States economic sanctions laws and regulations, including regulations issued by the Office of Foreign Assets Control.

## Fee and Charges

Your account may be subject to regular service fees as well as miscellaneous fees and charges. These fees and charges may differ based on the type of Account you have with us. A fee schedule is available upon request and is subject to change at any time. You agree to pay the fees and charges that apply to you based on your account activity. We will deduct these fees and charges automatically from your account without any specific request from you.

The fees and charges on certain types of accounts may be reduced by an earnings credit calculated on the balances in selected accounts you have with us. The earnings credit rate is set by us and may change at any time.

DDA account inactivity (after 6 months)	\$5
Telephone transfer	\$5
Stop payment order	\$25
Official check stop payment order	\$50
Closing account within 90 days of open date	\$10
Returned deposited item	\$5
Returned cashed item	\$5
Additional lock bags	\$15
Fax	\$2
Photo copies (per page)	\$2
Legal process fees	\$50
<i>includes freezes, levies, subpoenas and other requests for information from law enforcement</i>	
Writs of garnishment	\$100
<i>Plus actual legal costs and fees incurred by the Bank</i>	

## Schedule of Fees

Fees and charges applicable to all accounts:

### Overdrawn Account Fees:

Overdraft item fee (per item)	\$35
<i>Overdraft items may be created by check, in-person withdrawal, ATM withdrawal or other electronic means.</i>	
NSF item fee (per item)	\$35
<i>NSF items may be created by check, in-person withdrawal, ATM withdrawal or other electronic means.</i>	
Overdrawn account balance rate	Prime Rate+2.50%
Overdraft protection transfer fee	\$5

### Collection Fees

Incoming/outgoing domestic collection Item with documentation	\$15
<i>Examples, but not limited to: automobile drafts, oil and gas lease payments and other similar items</i>	
Incoming/outgoing domestic collection Item without documentation	\$15
<i>Examples, but not limited to: NSF item, credit card, check, and photocopy of check without original</i>	
Trust Receipt Fee (incoming collection drafts)	Prime Rate

### Non-U.S. Items

International item collection*	varies
Canadian item deposited	\$5
Canadian item returned unpaid	\$35
*Other processing fees may apply	

### Wire Transfer Fees:

Outgoing branch / phone / fax wires	\$20
Outgoing international wires	\$55
Incoming wires	\$10

### Miscellaneous Fees:

Account reconciliation (per hour)	\$25
Research (per hour)	\$25
Research (per item)	\$2
Account activity print-out	\$5
Special cut-off statement	\$5
Hold statement / "returned mail" statement	\$3



PLAINS CAPITAL BANK

**Treasury Management Services  
Terms and Conditions**

Effective as of March 1, 2013

PLAINSCAPITAL BANK

You (“Customer”, “you” or “your”), request that PlainsCapital Bank, a Texas state banking association (together with its successors and assigns, (“Bank”, “we”, “us”, or “our”) provide treasury management services (each a “Service”) in connection with your PlainsCapital Bank Commercial Deposit Account(s) or Personal Deposit Account(s), where applicable (individually and collectively, the “Account(s)”). You acknowledge receipt of our PlainsCapital Bank Commercial Deposit Account Agreement and/or our PlainsCapital Bank Personal Deposit Account Agreement where applicable (the PlainsCapital Bank Commercial Deposit Account Agreement and the PlainsCapital Bank Personal Deposit Account Agreement are referred to herein collectively as the “Deposit Agreement”). For each Service, this Agreement, the Service Description, any user documentation, and Service Application for that Service (collectively, the “Service Documentation”) together with our Deposit Agreement, as each may be modified or amended from time to time, contain the terms and conditions governing our provision of that Service to you, and any of your subsidiaries or affiliates on whose behalf you are acting. By execution of your application for Services, you and such subsidiaries and affiliates agree to be bound by such terms and conditions. The terms “Customer”, “you” or “your” as used in the Service Documentation mean you and any such subsidiary or affiliate.

#### A. Applicable Terms of All Treasury Management Services

##### 1. Representations and Warranties

Customer represents and warrants to Bank, as of the date this Agreement is entered into and at the time any Service is used or performed, that: (a) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (b) it has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement and each Service used or performed by it; (c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; and (d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement or any Service used or performed by it has been obtained.

##### 2. Change in Terms / Amendments to Service Documentation

Bank reserves the right to change these Terms and Conditions as well as the terms, conditions, fees and charges contained in the Service Documentation for any Service after sending you thirty (30) days’ prior notice of such change in writing or electronically or by printing a message on, or enclosing a message with, your bank account statement or account analysis statement. If you do not wish to be bound by any such change, you may discontinue using the affected Service before the change becomes effective. If you continue to use a Service after the change becomes effective, you will be bound by the change. Any written notice relating to a Service will be sent to you at your primary address as shown in our current system records. You agree to waive any claim or defenses that you failed to receive any such notice relating to a Service and are presumed to have received such notice.

##### 3. Authorized Officers, Signers and Users

Customer shall appoint certain Authorized Signer(s) on the PlainsCapital Bank Commercial Signature Card or in such other format or medium as may be agreed by Bank (each person so appointed, being an “Authorized Signer” and collectively “Authorized Signers”). Customer may also appoint certain Authorized Officer(s) by corporate resolution or in such other format or medium as may be agreed by Bank (each person so appointed being an “Authorized Officer” and collectively “Authorized Officers”). Customer agrees that Authorized Signers and Authorized Officers shall be authorized to act on behalf of Customer in all actions taken under the Service Documentation and may enter into all transactions contemplated therein and herein, including, without limitation, selecting Services for the benefit of Customer, appointing agents to act on behalf of Customer in the delivery of Services and signing additional documentation that may be necessary to implement Services. The Authorized Signer(s) and Authorized Officers may appoint agents to use the Services provided for the benefit of Customer (“Authorized Users”). Authorized Users may act on behalf of Customer for a particular Service in accordance with the relevant Service Documentation or other document(s) establishing the Authorized Users’ responsibilities. Customer may revoke the authority of or change the Authorized Signers, Authorized Officers or Authorized Users at any time upon prior written notice

and execution of additional documentation as may be required by Bank. Such change or revocation shall not be binding upon Bank until it has received the required written notice and has had a reasonable opportunity to act thereon. In any event, Bank may act on instructions that it believes in good faith were provided by an Authorized Signer, Authorized Officer or Authorized User, or anyone purporting to be an Authorized Signer, Authorized Officer or Authorized User.

##### 4. Inspection of Documents, Forms, and Instruments

Bank reserves the right to approve the form of Customer’s checks, drafts, deposit slips and similar documentation. Approval of such documentation does not constitute Bank’s agreement to be bound by any terms set forth on such documentation (such as required minimum number of signatures or the validity of an item after a period of time). All such terms must be expressly agreed to in writing by Bank. Prior to initiating a new account or Service, or at any other necessary time, Customer agrees to provide all information and conduct any test that Bank may reasonably request, including, without limitation, Service Documentation, signature cards, test tapes, transmissions, corporate resolutions and other documents. Bank may also request samples of Customer’s checks, drafts, deposit slips and similar items to ensure, in Bank’s sole discretion, whether such items meet Bank’s quality control and processing standards. In the event that Bank determines that any item or test does not meet its specifications, Bank will so advise Customer. Customer acknowledges that Services will not commence or continue until such time as an approved item or test is provided to Bank and determined by Bank to be satisfactory. Customer shall be responsible for initial product installation, whether or not Bank provides telephone or on-site installation support.

##### 5. Business Days

Unless otherwise expressly provided in the Service Documentation, Business Days shall mean all days except Saturdays, Sundays, and all standard holidays observed by the Federal Reserve Banks.

##### 6. Security Procedures

Bank shall provide Customer with one or more commercially reasonable security procedures that must be used by Bank and Customer in connection with certain Service(s). Customer agrees that such security procedures are commercially reasonable and waives any claim or defense that such security procedures are not commercially reasonable. Customer agrees to be bound by any payment order, transaction or service change order that is acted upon by Bank in accordance with such security procedure. Customer understands that the security procedures are not for the purpose of detecting errors in the transmission or content of information controlled by Customer. Bank reserves the right to issue new security procedures and/or to cancel or change any security procedures from time to time.

##### 7. Access

Customer shall be solely responsible for the access of Authorized Users to Services. Access to Services will be controlled through the use of Customer IDs, user IDs, passwords, private keys or other security devices (“Security Credentials”). Customer is solely responsible for maintaining its own internal security and agrees to use the utmost care in giving any Authorized User access to use one or more of the Services. Customer shall not disclose any information regarding the Services that an unauthorized user would find helpful to obtain access to all or part of any Service.

##### 8. Your Limited Liability for Unauthorized Activity

Customer acknowledges and agrees to accept Bank’s standards of security (“Standard Security”) as it relates to the operation of, or enrollment in, specific Services. You understand that Standard Security describes specific security procedures and your voluntary enrollment in certain Services designed to aid in fraud prevention. You may incur no liability for unauthorized activity on your Account related to the specific Service, provided you notify us within one (1) Business Day of the loss or theft, subject to the following terms and conditions: (a) a transaction is considered unauthorized if it is initiated by someone other than you without your actual or apparent authority and you receive no benefit from the transaction (a transaction is not considered “unauthorized” if you furnished identifying information, IDs, passwords, or other security devices to another person and expressly or implicitly give that individual authority to perform one or more

transactions, and the person then exceeds that authority, or for any other reason we conclude that the facts and circumstances do not reasonably support a claim of unauthorized use); (b) you agree to run antivirus and antimalware software as specified in Section B.3.c of this agreement before accessing a Service via the Internet; (c) you agree to fully cooperate with Bank's investigation of unauthorized activity including the discontinued use and forensic inspection of devices, computers, servers and other similar items owned by either Bank or You; (d) you expressly accept Bank's Standard Security provisions as they relate to each Service and understand that a waiver of Standard Security releases Bank from this limited liability provision as set forth in this Section; and (e) you expressly agree that the Bank's Standard Security is a commercially reasonable method of providing security against unauthorized activity on your Account.

#### 9. Waiver of Standard Security

Bank has deemed certain Services and security procedures of certain Services as Standard Security for the protection against unauthorized activity. If Customer selects certain security procedures to use in connection with a Service or waives enrollment in those Services deemed a part of Standard Security, the security procedures selected by Customer shall be deemed commercially reasonable to the same extent as the security procedures offered by Bank that provide greater protection. Customer further agrees that a waiver of Standard Security releases Bank from liability of all unauthorized activity related to those Services. The waiver of liability set forth herein is an integral inducement to Bank in the provision of the Services.

#### 10. Indemnification and Liability; Third Party Claims

Customer shall indemnify, defend and hold Bank and its officers, directors, shareholders, agents, employees, subsidiaries and affiliates, and their respective officers, directors, agents and employees harmless from and against any and all losses, claims, damages, costs and expenses (including reasonable attorneys' fees) incurred or experienced by any of them arising out of the Services. In addition to other indemnification and liability provisions elsewhere in this Agreement, Customer will be liable for, and will hold harmless and indemnify Bank, its officers, directors, shareholders, agents, employees, subsidiaries and affiliates, and their respective officers, directors, agents and employees from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by Bank arising out of Customer's failure to report required changes, transmission of incorrect data to Bank, unauthorized disclosure of the Security Credentials, or failure to maintain compliance with the Security Procedures and the Rules. Except for those losses caused directly by Bank's failure to exercise ordinary care or to act in good faith, Customer agrees to indemnify and hold Bank, its officers, directors, shareholders, agents, employees, subsidiaries and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (a) any Services performed in connection with this Agreement, (b) Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Bank to be an authorized representative of Customer, (c) Customer's breach of any of Customer's covenants, agreements, responsibilities, representations or warranties under this Agreement, and/or (d) Customer's breach of applicable Rules or the Security Procedures.

#### 11. Confidentiality

Customer and Bank represent, warrant and mutually agree that all confidential information concerning the other party or parties that comes into its possession in connection with any of the Services, including, without limitation, security procedures or any security codes, keys, personal identification numbers, digital certificates/signatures or template numbers ("Codes"), will be maintained in strictest confidence and shall not be used or divulged to any other party except as may be necessary or advisable for the due performance of any of the Services or as required by applicable law. Bank shall maintain physical, electronic, and procedural safeguards to keep Customer's confidential information secure. Customer is solely responsible for the procedures to assure the internal confidentiality of its own security procedures, security devices and codes and assumes all risk of accidental disclosure or inadvertent use of any security device by any party whatsoever, whether such disclosure or use is on account of Customer's negligent or

deliberate acts or otherwise. If Customer or its agents have reason to believe that any security procedures or Codes have or may become known by unauthorized persons (whether or not employed by Customer), Customer shall immediately notify Bank by telephone and confirm such verbal notification in writing to Bank within twenty-four (24) hours. Bank will replace the security procedures and Codes in accordance with Bank's security procedures. Customer shall be solely responsible for funds transfer instructions and other communications initiated before Bank received Customer's notice and had a reasonable time to act on such notice. Bank reserves the right to change any or all of the security procedures or codes by giving verbal or written notice to the Customer. Customer's obligation to maintain the confidentiality of all security procedures shall survive the termination of any Service or this Agreement.

#### 12. Verbal and/or Written Instructions

For some Services, and in accordance with the security provisions of such Services, Bank may choose to honor Customer's request to give Bank verbal or written instructions regarding the Services. Customer agrees that Bank may in good faith rely on such verbal or written instructions that purport to come from an Authorized Signer, an Authorized User or a Collection Authorized User of the Customer without independent verification by Bank.

#### 13. Unsecured Electronic Transmissions and Instructions

Customer acknowledges that the use of facsimile transmission, voice mail, unsecured e-mail, pager or other unsecured electronic or telephonic methods ("Electronic Transmissions") are inherently unsecure communication methods due to the possibility of error, delay and observation or receipt by unauthorized personnel. Bank may rely in good faith on Customer's instructions regarding how and to what number or e-mail address Electronic Transmissions should be sent and may rely on any Electronic Transmission that it reasonably believes to have been initiated by an Authorized Signer or Authorized User of Customer. Should Customer elect to send or receive unsecured Electronic Transmissions to or from Bank, Customer assumes all risks, and Bank shall not be liable for any loss that results from the non-receipt, disclosure, alteration or unauthorized access of any such unsecured Electronic Transmission.

#### 14. Telephone Recording

Customer acknowledges, agrees and consents on behalf of itself, and its Authorized Signers or Authorized Users, that Bank may monitor and record telephone conversations for the purpose of quality assurance, training, and wire transfer confirmation, at any time without further notice to the parties to such conversations. The decision to record any conversation shall be solely in Bank's discretion, and Bank shall have no liability for failing to do so.

#### 15. Computer Equipment and Software

Many Services require the use of computer hardware and software or other equipment. Customer is solely responsible for maintaining its computer and equipment in good working order, with the necessary compatibility and format to interface with Bank's systems, including, without limitation, the ability to support Bank's security procedures. Customer agrees to install upgrades and other system enhancements within a reasonable time of being requested to do so by Bank. License Agreements for necessary software shall either be embedded in the software or separately documented. Customer agrees to comply with all applicable software license agreements (following Customer's review of the same) whether or not such agreements have been executed by Customer. Customer has no rights or ownership in any software provided by or through Bank (other than software developed solely for the Customer) and shall not transfer, copy, alter, modify, reverse engineer, reproduce, or convey in any manner, in whole or in part, any such software. Customer shall return all software and user manuals associated with any software upon request. Customer may also incur additional related expenses for additional items, including, but not limited to, telephone service or Internet service charges related to the use of the Services. Customer is also responsible for the costs of any communication lines and any data processing charges payable to third parties. Customer agrees that it is solely responsible for the operation and maintenance of all equipment used in connection with Services and will ensure that the vendor recommended maintenance is conducted by trained personnel, whether they are employees of the Customer or third party employees. Customers shall only use hardware approved by Bank, or purchase or lease the hardware, including but not limited to image

scanners and personal computers. Bank makes no representations or warranties concerning, and has no responsibility or liability for, such equipment, software or services even if specified by Bank.

#### 16. Transactions on Non-Business Days/Deadlines

Transactions, deposits, payment orders, entries or other requests by Customer received by Bank on a non-Business Day may be treated by Bank as received on the next Business Day. Requests received after established cutoff times on the Business Day of receipt as specified in applicable Services (“Deadline(s)”) may also be treated as received on the next Business Day. Bank may make adverse changes to any Deadline only after it provides written notice to Customer as provided herein.

#### 17. Customer-initiated Transactions and Instructions

Bank will honor Customer’s transactions and instructions (including adjustments, amendments and cancellations) only when Customer has complied with this Agreement and related Service Documentation. Bank will be under no obligation to honor, either in whole or in part, any transaction or instruction that: (a) exceeds Customer’s collected or available funds on deposit with Bank; (b) Bank has reason to believe may not be authorized by Customer; (c) involves funds subject to a hold, dispute or legal process preventing their withdrawal; (d) violates any provision of any applicable regulation of the Federal Reserve Bank or any other federal, state or local regulatory authority; or (e) Bank has reasonable cause not to honor, for the protection of either Bank or Customer.

#### 18. Inconsistent Name and Account Number

If Customer, an Authorized Signer or Authorized User initiates a fund transfer instruction or payment order (“Payment Order”) to Bank that describes the person to receive the proceeds of such Payment Order (the “Beneficiary”), the Beneficiary’s bank, or an intermediary bank by name and an account or other identifying number, Bank and subsequent parties to the Payment Order may rely on and act solely on the basis of such number, even though the name and number do not agree and even though Bank and subsequent parties know or have reason to know of the inconsistency. Customer’s obligation to pay the amount of the Payment Order to Bank is not excused in such circumstances.

#### 19. Intercompany Services/Authority to Transfer or Commingle Funds

Customer hereby represents and warrants to Bank that any and all transfers and commingling of funds required or permitted by any Service or requested by the Customer, and all other aspects of the performance hereby by Bank and Customer, have been duly authorized by all necessary parties, including, without limitation, the account holder of each account, and that Customer has obtained and shall maintain in its regular business records and make available to Bank upon reasonable demand, adequate documentary evidence of such authorization from the account holder of each account, executed by the duly authorized officers, representatives, or agents of each such account holder in accordance with that account holder’s organizational documents and/or resolutions. Customer further represents and warrants that each transfer or commingling of funds authorized hereunder is presumed not to be in violation of any agreement, organizational document or resolution of Customer or any of its affiliates or subsidiaries, nor is it in violation of any applicable federal, state, local law, regulation, of any decree, judgment, order of any judicial or administrative authority. Each representation and warranty contained herein shall be continuing and shall be deemed to be repeated upon Bank’s affecting each transfer and commingling of funds authorized hereunder.

#### 20. Customer Records

This Agreement and the performance of Services by Bank shall not relieve Customer of any obligation imposed by law. Customer shall retain and provide to Bank, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry for thirty (30) days following receipt by Bank of the deposit, file, entry, transmission or other order affecting an account unless otherwise required by Service.

#### 21. Account Communications and Review Period

Customer agrees to regularly and promptly review and verify all statements, reports, check payment records, wire transfer instructions, confirmations, adjustments, charges, and other transactions (“Account Communications”). Customer may elect to receive Account Communications electronically, including without limitation, delivery by posting to a password protected

website. Customer acknowledges that Account Communications provided by Bank through electronic delivery is deemed to constitute good and effective delivery when posted by Bank, regardless of whether Customer actually or timely receives or accesses the Account Information. Customer agrees that the failure to report any such errors or unauthorized transactions shall relieve Bank of any liability for the unreported erroneous or unauthorized transaction. Customer agrees to waive and release any defense of non-receipt of Account Communications and agrees that receipt of such Account Communications shall be presumed.

#### 22. Termination

Customer or Bank may terminate Service(s) at any time, provided that Customer shall deliver the Bank with written notice to terminate Service(s) at least thirty (30) Business Days prior to the termination date. Bank reserves the right to terminate Service(s) immediately upon providing written notice of such termination to Customer. Any termination of Service(s) shall not affect any of Bank’s rights and Customer’s obligations with respect to the Service(s) including Entries initiated by Customer prior to such termination, or the payment obligations of Customer with respect to services performed by Bank prior to termination, or any other obligations that survive termination of this Agreement.

#### 23. Dispute Resolution

a. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding its conflicts of laws rules.

b. **Adverse Claims.** If Bank receives an adverse claim against any Account, and Bank reasonably believes that it will not be protected if the claim is ignored, Customer agrees that Bank may place a hold on the affected Account. Any such hold will remain in place only so long as reasonably necessary to resolve the claim or employ legal remedies to allow a court to decide such claim. Bank shall have no liability for dishonored transactions due to any hold placed on an Account in accordance with this Section, and Customer agrees to reimburse Bank all costs, including attorneys’ fees, incurred due to such adverse claim.

c. **Arbitration and Waiver of Jury Trial.** Customer and Bank agree that the transactions processed under this Agreement involve “commerce” under the Federal Arbitration Act (“FAA”). ANY CONTROVERSY OR CLAIM BETWEEN CUSTOMER AND BANK, OR BETWEEN CUSTOMER AND ANY OF BANK’S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS AGREEMENT OR ANY SERVICE AGREEMENT, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY “CLAIM”), WILL BE SETTLED BY BINDING ARBITRATION UNDER THE FAA. The arbitration will be administered by the American Arbitration Association under its Commercial Arbitration Rules (“the Arbitration Rules”). IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) CUSTOMER WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) CUSTOMER WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE RULES; (C) CUSTOMER WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; AND (D) THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL. THIS AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN CUSTOMER AND BANK. This agreement to arbitrate disputes will survive the closing of Customer’s Account and the termination of this Agreement or any Service Agreement.

#### 24. Necessary Third Party Service Providers

a. **Third Party Networks.** Some Services are provided by Bank through access to a third party network, such as SWIFT, any applicable automated clearinghouse operating network and FED Wire. Such Services are dependent upon the availability of the third party network on conditions acceptable to

Bank. Bank reserves the right to discontinue the Service or provide the Service through an alternative third party network. Bank does not warrant and shall not be responsible for Services received by Customer from any third party network chosen by the Customer.

**b. Third Party Vendors.** Some Services and/or computer equipment and software are provided to Customer by a third party vendor selected by Customer who is unaffiliated with Bank. In those cases, the third party vendor is acting as Customer's Agent rather than an agent of Bank, and Customer agrees to be bound by such third party's acts and omissions. Bank does not warrant and shall not be responsible for Services and/or computer equipment and software provided by unaffiliated third party vendors. Customer authorizes Bank to disclose to any third party vendor information concerning Customer to the extent required to deliver the requested Service.

#### 25. Disclaimer of Warranties

**NOTICE: BANK PROVIDES ALL SERVICES (INCLUDING, BUT NOT LIMITED TO INTERNET SERVICES) ON AN "AS IS," "AS AVAILABLE" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES. BANK DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, BANK DOES NOT WARRANT THAT THE OPERATION OF ANY SERVICES OR WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER IS RESPONSIBLE FOR TAKING APPROPRIATE PRECAUTIONS AGAINST DAMAGE TO ITS OPERATIONS WHICH COULD BE CAUSED BY INTERRUPTIONS OR MALFUNCTIONS OF ANY SERVICES OR WEBSITE AND ASSUMES THE RISK OF SUCH OCCURRENCES.**

#### 26. Severability

To the extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be held to be invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without rendering invalid, illegal or unenforceable the remainder of any such provision or the remaining provisions of this Agreement.

#### 27. Waiver

A waiver by Bank or Customer of any term or provision shall not be construed as a waiver of such term or provision at any other time, or of any other term or provision.

#### 28. Assignment

Except in the case of a merger or assignment arising under operation of law, neither party may assign or transfer its rights or obligations hereunder to any other person or entity without the other party's written consent, whose consent shall not be unreasonably withheld.

### B. Applicable Terms of All Internet and Mobile Based Services

#### 1. Introduction

Bank offers a number of Services over the Internet and/or over mobile devices. If requested by Customer and agreed to by Bank, Bank will grant Customer access to one or more of Bank's Internet and/or mobile Services in the manner established by Bank. Customer agrees that its use of Services from time to time offered by Bank via the Internet and/or a mobile device (collectively, the "Internet Services") shall be governed by: (a) this Section and all other relevant sections of this Agreement, including, without limitation, sections governing the specific Treasury Management Services that are offered online; and (b) the applicable Terms of Use, as defined below.

#### 2. Terms of Use

Bank may post terms or rules of use ("Terms of Use") governing Customer's use of the Internet Services on Bank's website(s) for accessing such Services. Such Terms of Use shall supplement and amend the terms set forth in this Section. In the event of a conflict between the Terms of Use and the rules set

forth in this Agreement, the Terms of Use shall govern. Customer's initial use of an Internet Service shall constitute an acceptance of the Terms of Use posted on the website. Neither Bank nor Customer will contest the validity, enforceability, or admissibility of hard copy printouts of the Terms of Use for any website or notices of changes to such Terms of Use provided in accordance with this Section. Copies of such Terms of Use or notices, if introduced as evidence in tangible form in any judicial or administrative proceeding, will be admissible to the same extent and under the same conditions as other business records originated and maintained in documentary form.

#### 3. Other Customer Responsibilities

**a. Equipment and Software.** Customer is responsible for obtaining (from Bank, in some instances), installing and maintaining the computer and communications equipment (including, without limitation, personal computers, modems and mobile devices), software, web browsers, Internet access and communications services necessary to access and use the Internet Services in accordance with this Agreement.

**b. Use of Internet Services.** Customer shall use its access to Internet Services, websites and mobile applications operated by or on behalf of Bank only to conduct its business with Bank and agrees to limit access to those agents who require access to Internet Services.

**c. Antivirus and Antimalware Protection.** Customer agrees to run antivirus and antimalware software before transmitting data to or through any website. Customer may use any commercially available, industry recognized antivirus and antimalware software of the type that detects and disinfects viruses and malicious code automatically, without the need for the Customer to execute virus and malware scanning for each file manually. Customer shall update its antivirus and antimalware software daily.

#### 4. Internet Disclaimer

The availability of Internet Services to Customer relies on the public Internet infrastructure and/or a mobile network. Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet or any mobile network. Such flow depends in large part on the performance of third parties. Actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet Services (or portions thereof). Bank disclaims any and all liability resulting from or related to such events and in no event shall Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, any mobile network, Customer's ability to connect to the Internet or any mobile network, or Bank's ability to connect to the Internet or any mobile network on Customer's behalf.

### C. Applicable Terms of Secure File Transfer System

#### 1. Introduction

Bank offers a number of Services that may require the exchange of files containing payment batches or other information reporting. Files may be delivered to or from Bank through the secure file transfer protocol (FTPS) or secure hypertext transfer protocol (HTTPS). Both methods of file transfer are supported by our secure file transfer system called SecureConnect. If requested by Customer and agreed to by Bank, Bank will grant Customer access to SecureConnect in the manner established by Bank. Customer agrees that its use of Services from time to time offered by Bank via SecureConnect shall be governed by: (a) this Section and all other relevant sections of this Agreement, including, without limitation, sections governing the specific Services including Service Documentation that are offered through SecureConnect; and (b) the applicable terms of all Internet Services.

#### 2. SecureConnect

If Customer elects and Bank agrees to offer Services via SecureConnect, Customer agrees that Bank will provide Customer with user instructions and security codes. Customer will be responsible for providing data terminal(s) or any other means of access to such Services authorized by Bank. Customer agrees to use such Services (a) only for your own proper business use in accordance with all applicable federal, state, and local laws and regulations; (b) in accordance with the conditions, rules and regulations which we may establish or specify from time to time; and (c) only to obtain the Services Bank provides, any communication elements of such Service being incidental

to and an integral part of obtaining such Service. Bank reserves the right to take all actions, including termination of such Services, which we believe necessary to comply with applicable laws, policies, regulations, and tariffs.

#### D. Applicable Terms for Information Systems

##### 1. Introduction

Reporting of transaction and balance information may be provided by Bank to Customer through TreasuryHQ or other applications or systems as may be introduced by Bank ("Information System(s)"). Information Systems may also be used by Customer to automate many of the Services offered by Bank and also may provide access to other Bank systems that initiate transactions. Customer agrees that such use of the Information Systems shall be governed by this Section and all other relevant sections of this Agreement. If requested by Customer and agreed to by Bank, Bank will grant access to Bank's Information Systems in the manner agreed to by Bank. Customer agrees to be bound by any terms of use and license agreements associated with these Information Systems.

##### 2. Information Reporting

Bank is authorized to store, process, transmit and make available information of Accounts designated by Customer ("Account Information") through the Bank's Information Systems. This authorization will extend to the Bank's agencies and third party data processing providers ("Providers"). Bank or Providers will transmit or make available for access to Customer Account Information on a periodic basis. Customer may elect to receive data through one or more delivery mechanisms, including, without limitation, the Internet, telephonic delivery, facsimile, CD-Rom or unsecured e-mail. Customer's election to receive or transmit Account Information through unsecured e-mail will require additional instructions and provisions that release the Bank from loss or damage, direct or indirect, resulting from unauthorized access. Information reporting for off balance sheet accounts, such as sweep accounts, held at other financial institutions may be made available by these financial institutions. Bank assumes no responsibility for the accuracy or timeliness of the Account Information supplied by other financial institutions.

##### 3. Transaction Services

Customer may use Information Systems to access Services offered by Bank for which Customer has enrolled. Depending on the type of product offered by Bank, access to the Services may include, but not be limited to, ACH, positive pay, wire transfer payments, book transfers, stop payments, image access and system administration. Customer agrees that use of the Information Systems for Services shall be governed by this Section and all other sections of this Agreement that are applicable to the Service being accessed.

##### 4. Customer Responsibilities

Customer will purchase (from Bank, in some cases) and provide all equipment and software necessary to use the applicable Information Systems in accordance with this Agreement. For equipment not provided by Bank, Bank shall have no responsibility and makes no warranties for such equipment or software. Customer agrees to use the Information Systems solely to conduct its business with Bank and agrees to limit access to those Authorized Signers or Authorized Users who require access to the System. Customer agrees that in addition to other limitations to Bank's liability elsewhere in this Agreement, Bank shall not be liable for any loss or damage arising directly or indirectly from the following: (a) any inaccuracy or incompleteness in the input of an order or instruction from the Customer; (b) any failure by Customer to obtain a confirmation of an order or instruction; or (c) any cancellation or attempted cancellation by Customer of an order or instruction.

##### 5. Accuracy and Timeliness of Information

Bank will use reasonable efforts to provide the information requested through the Services in a prompt fashion. Bank shall not be liable for any inaccurate or incomplete information with respect to transactions which have not been completely processed or posted to Bank's system prior to being made available pursuant to the Services.

#### E. ACH Services

##### 1. Introduction

If requested by Customer and agreed to by Bank, Customer (or any Authorized Signer or Authorized User) may initiate credit or debit Automated Clearing House (ACH) transactions (each an "Entry" and collectively "Entries") for payments ("Credit Entries") and/or collections ("Debit Entries") on Business Days to its accounts or the accounts of others ("Receivers") in accordance with Bank's security procedures and this Agreement. Bank will act as an Originating Depository Financial Institution ("ODFI") with respect to such entries. Bank may process Entries directly, through one or more clearinghouses, or through the mechanism selected by Bank. Customer's rights and obligations with respect to such Entries are governed by applicable law and the rules of the National Automated Clearing House Association ("NACHA"), as amended from time to time. Customer acknowledges that it shall be bound by the Rules and agrees not to initiate any Entry in violation of the NACHA rules or applicable federal, state or international law, regulation or clearinghouse rules, including, without limitation, Regulation E of the Board of Governors of the Federal Reserve System, regulations promulgated by the Office of Foreign Assets Control ("OFAC"), and Operating Circular 4 of the Federal Reserve Bank (collectively referred to herein as the "Rules"). Customer acknowledges that a copy of the NACHA rules is available through NACHA at current NACHA prices or by contacting the Bank.

##### 2. Entry Origination/Processing Dates/Deadlines

Customer may initiate Entries in the manner and format agreed to by Bank. Bank will establish a Deadline for the receipt of Entries from Customer. Bank may establish different Deadlines for Entries depending on the method of delivery selected by Customer and all such Deadlines are subject to change. Bank must receive Customer's Entries at or prior to the Deadline for the Entries to be processed on the Business Day of receipt. Entries received after the Deadline will be processed on the next Business Day.

##### 3. Late Entry Deadline

Bank may allow, at Bank's sole and absolute discretion, Customer to initiate Entries after business hours, but prior to any after-hours deadline established by Bank. Customer acknowledges that Bank may require additional Customer information in order to successfully process such late Entries as determined by Bank in its sole and absolute discretion. Bank may refuse to allow late Entries for any reason and at any time in its sole and absolute discretion, which refusal may result in the Entries being entered on the following Business Day or not at all.

##### 4. Content

In submitting any Entry, Customer shall be responsible for providing all information required by Bank. Customer bears sole and exclusive responsibility to verify that the information set forth in Entries submitted to Bank is authentic, accurate and conforms to the Rules. Customer shall retain data transmitted to Bank for ninety (90) days following the date of their transmittal. The Services hereunder are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Bank bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to an Entry which is inaccurate, incomplete or otherwise incorrect.

##### 5. Entry Limits and Payment

Customer shall at all times maintain a settlement account with Bank for the purpose of funding Customer's Entries ("Settlement Account"). Bank will establish a daily limit of the total dollar amount of Entries initiated by Customer on a single day ("Risk Limit"). The Risk Limit will be determined based on the typical dollar amount of Entries initiated by Customer on a single day and may be adjusted based on underwriting criteria established by Bank. Bank may require from time to time, at its sole discretion, the pre-funding of the total dollar amount of Entries initiated by Customer. Establishment of a Risk Limit should not be interpreted or construed by Customer as a commitment or agreement to provide any credit or loans to a Customer and is subject to modification or termination at any time by Bank. Customer agrees that it will not initiate Entries in excess of its Risk Limit without the written consent of Bank. Customer shall pay Bank for all Entries and authorizes Bank

to charge its Settlement Account or any other account with Bank in the amount of such Entries. Bank shall have the right to reject Entries initiated by Customer if Bank has reason to believe that there will be insufficient available funds on the relevant settlement date. Bank shall notify Customer upon such rejection. Customer will receive funds for any Debit Entry on the ACH settlement date. Bank shall credit the Settlement Account in any amount payable to the Customer, subject to Bank's right to make adjustments in accordance with this Agreement. Bank may establish, monitor and periodically review Customer's Risk Limit and Customer's compliance thereof, and may cease processing Entries based on such review, after notifying Customer in writing.

#### 6. Data Breach Notification

Customer may have gathered personal or financial information of its customers for the purpose of initiating ACH transactions. Such information may include, without limitation, the customer's bank account number together with bank routing number, or the customer's name together with the customer's social security number or tax identification number. Customer agrees to immediately report to Bank any loss, theft or unauthorized access of such information ("Data Breach") by or from Customer or an Authorized Signer or Authorized User, if circumstances indicate that the misuse of such information has occurred or is reasonably possible. Customer acknowledges that Bank may have an obligation to report any Data Breaches to NACHA and other affected parties, and agrees to establish appropriate procedures to prevent, detect, investigate and report data breaches.

#### 7. File Confirmations

Customer shall at all times comply with any applicable file confirmation procedures established by Bank and any security procedures established by Bank or Customer. Such procedures are solely for the purpose of verifying the origination of Entries by Customer or Bank's receipt of the ACH file and/or batch (but not for errors in transmission or content).

Bank shall provide Customer with a confirmation that Bank received Customer's ACH file and/or batch in a manner applicable to the Service through which Entries are made. After Customer receives the confirmation, Customer will compare the confirmation information to Customer's ACH transmission information. If the information does not match, Customer shall notify Bank before Bank's established deadline, failing which, Bank shall process Customer's ACH file and/or batch. Customer acknowledges that the confirmation is for the sole purpose of verifying Bank's receipt of the file and does not signify any validation of data. Customer bears sole responsibility for any inaccurate or incomplete information provided to Bank if Customer fails to notify Bank prior to Bank's processing of Customer's file.

#### 8. Rejected and Returned Entries, Unauthorized Entries

Bank may reject any Entry that is not initiated in accordance with this Agreement. In the event that an Entry is rejected, or returned by an ACH processor or Bank, for any reason whatsoever, it shall be Customer's responsibility to reinitiate the Entry. Bank will give Customer or its designated Agent notice of any rejected or returned Entry in the manner agreed to by the parties. Bank is authorized to debit/credit the Settlement Account for Entries that are returned to Bank. Unless the return is caused by Bank's failure to properly execute an Entry, Bank has no obligation to pay Customer interest on the amount of any returned Entry debited from the Settlement Account. A Receiver may, in some cases, have the right to have an unauthorized or erroneous Debit Entry credited to its account. Customer agrees that Bank may deduct the amount owing to the Receiver from Customer's Settlement Account upon Bank's receipt of proper notice from the Receiver's bank. Bank may charge back against Customer any Debit Entry that is returned or reversed by the Receiving Depository Financial Institution.

#### 9. Notifications of Change

Bank shall provide Customer all information, as required by the Rules, with respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry received by Bank relating to Entries transmitted by Customer. Bank must provide such information to Customer within two (2) Business Days of the date in which final settlement of funds occurs as a result of an ACH entry (the "Settlement Date") of each NOC or Corrected NOC Entry. Customer shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) Business Days of

Customer's receipt of the NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later.

#### 10. Prenotification

Customer may send a prenotification that it intends to initiate an Entry to a particular account in accordance with the procedures set forth in the Rules or by Bank. The prenotification can be returned or result in a Notification of Change ("NOC"). If the prenotification is returned, Customer shall research the problem and make any necessary corrections before transmitting another Entry. If the prenotification results in a NOC, Customer shall make the required change prior to initiating another Entry.

#### 11. Amendment of Entries

Customer does not have the right to delete or amend any Entry after it has been received by Bank unless agreed to prior by Bank. If such rights are granted, Customer may initiate an amendment to ACH Entries after receipt by Bank. Customer may initiate such amendments in accordance with the terms of this Agreement and all communications must be received by Bank prior to the established Deadline in order to be effective.

#### 12. Customer Representations and Warranties

Customer represents and warrants to Bank that each Entry complies with the terms of this Agreement and Rules, does not breach any warranty of Customer or Bank contained in this Agreement and Rules, complies with applicable state and federal laws, including, without limitation, the Electronic Funds Transfer Act, Regulation E and regulations promulgated by OFAC, is accurate, timely, and authorized and that any debit entry is for a sum that on its settlement date is due and owing from the Receiver to Customer or is a correction of a previously transmitted erroneous credit entry. With respect to each Entry (regardless of SEC Code), Customer is deemed to make to Bank any representation or warranty that Bank makes, under applicable law and Rules to any person, Receiving Depository Financial Institution ("RDFI"), or any other transferee. Receiver authorizations shall expressly authorize Bank to transmit corrective entries to Receiver's accounts to correct a prior Entry and shall authorize Customer to release to Bank all information concerning its Receivers that is required by Bank to recover such Entries. Customer shall immediately cease initiating Entries upon receiving actual or constructive notice of the termination or revocation of the Receiver's authorization. Customer will retain each authorization received by Customer for such period of time as may be required by the Rules or applicable law but for a period not less than two (2) years after the date of expiry and shall provide Bank with copies of such authorizations upon request. Bank shall not be liable for any and all fines, claims, demands, expenses, losses, liabilities, and damages, including reasonable attorney fees and court costs at trial or on appeal that arise directly or indirectly out of any Entry initiated by Customer in violation of this Agreement or applicable Rules.

#### 13. Re-presented Check Entries

The Rules allow Customer to initiate an Entry to collect certain checks that have been returned unpaid for insufficient or uncollected funds ("RCK Entry"). In the event that Customer initiates an RCK Entry to Bank for check collection purposes, Customer agrees that such RCK Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the RCK Entry on its behalf: (a) each check is eligible under the Rules to be collected via an RCK Entry; (b) Customer has no knowledge of any insolvency and it has good legal title to the returned item; (c) all signatures on the returned item are authentic and authorized, and the returned item is without alteration, not subject to claims or defenses, and will not be presented to the paying bank; (d) the RCK Entry accurately reflects the item and any information encoded after issue in magnetic ink is correct (RCK Entries cannot be used for collection fees); (e) any restrictive endorsement placed on the item is void or ineffective; (f) Customer has provided clear and conspicuous notice of its electronic check representation policy in advance of receiving the item to which the RCK Entry relates; and (g) Customer will provide to Bank immediately upon request a copy of the front and back of the returned item, provided that the request is made within seven (7) years of the settlement date of the RCK Entry.

#### 14. Internet-Initiated Entries

The Rules allow Customer to initiate a Debit Entry to a consumer Receiver's account pursuant to an authorization obtained from the Receiver via the Internet ("WEB Entry"). In the event that Customer initiates a WEB Entry to Bank, Customer agrees that such WEB Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the WEB Entry on its behalf: (a) Customer has employed a commercially reasonable fraudulent transaction detection system to screen each WEB Entry; (b) Customer has employed commercially reasonable methods of authentication to verify the identity of the Receiver; (c) Customer has taken commercially reasonable steps to verify that routing numbers are valid; (d) Customer has established a secure, by commercially reasonable standards, Internet session prior to the key entry by the Receiver of any banking information and through the transmission of the data to Customer; and (e) Customer has and will conduct an annual audit to ensure that the financial information that Customer obtains from Receivers is protected by security practices that include adequate levels of (i) physical security to protect against theft, tampering, or damage, (ii) personnel and access controls to protect against unauthorized access and use, and (iii) network security to ensure secure capture, storage and distribution of financial information. Customer will provide proof of Customer's security audits to Bank upon request. Any such information provided to Bank shall be kept confidential. Bank may cease processing Entries for Customer if Bank in its sole discretion determines that Customer's security procedures are inadequate.

#### 15. Telephone-Initiated Entries

The Rules allow Customer to initiate a Debit Entry to a consumer Receiver's account pursuant to the Receiver's oral authorization and banking information obtained via the telephone ("TEL Entry"). In the event that Customer initiates a TEL Entry to Bank, Customer agrees that such TEL Entry will comply with all provisions of this Agreement and applicable Rules, and makes the following additional representations and warranties regardless of which entity initiates the TEL Entry on its behalf:

a. **Receiver Authorization.** Customer shall obtain the Receiver's explicit authorization prior to initiating a Debit Entry to the Receiver's account. In the event that Customer obtains the Receiver's authorization verbally, Customer will either tape record the Receiver's oral authorization or provide, in advance of the settlement date of the Entry, written notice to the Receiver that confirms the oral authorization. Customer agrees that, at a minimum, the following specific information is disclosed to, and acknowledged by, the Receiver during the telephone call: (i) the date on or after which the Receiver's account will be debited; (ii) the amount of the Debit Entry to the Receiver's account; (iii) the Receiver's name; (iv) a telephone number that is available to the Receiver and answered during normal business hours for customer inquiries; (v) the date of the Receiver's oral authorization; and (vi) a statement that the authorization obtained from the Receiver will be used to originate an ACH debit to the Receiver's account. To the extent applicable, Customer shall retain either the original or a duplicate tape recording of the Receiver's oral authorization or a copy of the written notice confirming the Receiver's oral authorization for two years from the date of the authorization, and shall immediately provide same to Bank upon request. If Customer chooses to provide the Receiver with written notice confirming the Receiver's oral authorization, Customer will disclose to the Receiver during the telephone call the method by which such notice will be provided.

b. **Security Procedures.** In addition to all other representations and warranties contained herein, Customer also represents and warrants the following each time it delivers a TEL Entry to Bank that it has (i) utilized a commercially reasonable security procedure to verify the identity of the Receiver, including name, address and telephone number and (ii) further that Customer has established commercially reasonable procedures to verify the accuracy of the Receiving Depository Financial Institution's ABA routing and transit number.

#### 16. Accounts Receivable and Back Office Conversion Entries

The Rules allow Customer to utilize Entries to collect consumer check payments received via U.S. mail or at a drop box location ("ARC Entry"). The Rules also enable Customer to convert during back office processing of checks presented either at the point of purchase or a manned bill payment

location ("BOC Entry"). In the event that Customer initiates an ARC or BOC Entry to Bank, Customer agrees that such ARC or BOC Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the ARC or BOC Entry on its behalf: (a) prior to the receipt of each check, Customer has provided clear and conspicuous notice to the Receiver (i) that receipt of the check is authorization for a payment as a check transaction or for a one-time ACH debit to the Receiver's account, (ii) that funds may be withdrawn from the Receiver's account the same day payment is made, (iii) that the Receiver will not receive the check back from the Receiver's financial institution and (iv) of Customer's phone number for inquiries regarding BOC Entries; (b) Customer has established reasonable policies and practices for enabling a Receiver to opt-out of check conversion as a form of payment (c) each check is eligible as a source document under the Rules to be collected via an ARC or BOC Entry; (d) the amount of the entry, the routing number, the account number, and the check serial number are in accordance with the source document; (e) the source document to which the ARC or BOC Entry relates will not be presented for payment; (f) Customer has established policies and procedures to destroy the source document as soon as is reasonable and shall use commercially reasonable methods to securely store the source document until such destruction; (g) Customer shall use commercially reasonable methods to securely store banking information relating to the ARC or BOC Entry; (h) Customer shall retain a reproducible and legible image, microfilm or copy of the front of the Receiver's source document for two (2) years from the settlement date of each ARC or BOC Entry, and shall immediately provide same to Bank upon request, unless bank's BOC service automatically retains such image; (i) for BOC Entries, Customer has employed commercially reasonable procedures to verify the identity of each Receiver of BOC Entries; and (j) for BOC Entries, Customer maintains a working telephone number that is answered during Customer's normal business hours for Receiver inquiries regarding BOC transactions.

#### 17. Point of Purchase (POP) Entries

The Rules allow Customer to initiate a Debit Entry to a Receiver's account for in-person purchases made by check at the point-of-purchase ("POP Entry"). In the event that Customer initiates a POP Entry to Bank, Customer agrees that such POP Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the POP Entry on its behalf: (a) Customer has posted a notice in a prominent and conspicuous location at the point-of-purchase and provided Receiver with a written notice of same (i) that when a check is provided as payment, it is authorization for payment as a check transaction or for a one-time ACH debit to the Receiver's account and (ii) that funds may be withdrawn from the Receiver's account the same day payment is made; (b) each check is eligible under the Rules to be collected via a POP Entry and the Receiver has not opted out of check conversion; (c) Customer has returned the voided source document to the Receiver after capturing the necessary check information and the source document was not previously negotiated, voided, or provided by the Receiver for use in any prior POP Entry; and (d) Customer has obtained the Receiver's authorization and provided a copy of same to Receiver, which (i) is in writing and signed or similarly authenticated by the Receiver, (ii) is readily identifiable as an ACH debit authorization, (iii) clearly and conspicuously states its terms and (iv) states that the check will not be processed.

#### 18. Tax Payment Entries

If Customer elects and Bank agrees to offer the Tax Payment Module through TreasuryHQ, Customer acknowledges responsibility for enrollment in the Electronic Federal Tax Payment System ("EFTPS") through the Internal Revenue Service (IRS). Customer is also responsible for enrollment with any state taxing authorities for the purpose of making state tax payments using the Tax Payment Module. Bank will make available a number of tax payment forms through the TreasuryHQ Tax Payment Module for the purpose of assisting Customer with the payment of federal and state taxes. Bank reserves the right to update tax payment forms from time to time and makes no warranty that a specific tax payment form will be available.

a. **Requests for Payment.** Requests for payment to tax authorities must be made in accordance with forms which Bank shall provide Customer, which may be amended by Bank from time to time at its discretion, and will be considered complete only if actually received by Bank. All tax payments

must be initiated at least two (2) Business Days before the due date, otherwise payments may be subject to IRS or state penalties. Any request by Customer to make tax payments hereunder shall be submitted to Bank prior to the Deadline. Any such request received by Bank after its Deadline may be processed on the next Banking Day. In the event that an Entry is rejected or returned by an ACH processor for any reason whatsoever, it shall be Customer's responsibility to reinstate the Entry. Bank will give Customer notice of any rejected or returned Entry in the usual manner agreed to by the parties.

**b. Liability.** Bank shall not be liable for any penalties assessed by reason of failure of Customer to make any tax payments. Interruption of the Service or performance hereunder for any reason shall not relieve Customer of its obligation to make any required tax payments, and Bank shall not incur any liability to Customer for failure by Customer to make any such payment. If Customer elects to make a tax payment by any means other than through Bank, Bank shall not be liable for any penalties or interest arising from any error in due date or other calculations for payments made within the period in which such other payment was made.

#### 19. Third Party Vendors

If Customer initiates Entries through a third party vendor or processor ("Vendor"), Vendor is the agent of Customer and not of Bank. If Customer uses a Vendor, Customer shall be deemed to have authorized Bank to follow the instructions of such Vendor to the same extent and under the same conditions as would apply if the instructions came direct from Customer and Customer shall be responsible for insuring that such Vendor fully complies with the Rules and this Agreement. Bank is not responsible for the acts or omissions of Vendor. For purposes of this Agreement, each Vendor shall be deemed an Authorized User.

#### 20. Third Party Sender

If Customer is transmitting Entries as a third party vendor or processor on behalf of originators (each an "Originator" and collectively, the "Originators"), Customer agrees to be bound by the applicable terms provided in this Section E and the Rules. Customer warrants to Bank that the originator has agreed to assume the responsibilities of an Originator under the Rules and that ACH Entries shall not be initiated in violation of laws of the United States. Customer represents that it has executed an ACH agreement with each Originator and that the agreement binds the Originator to the Rules. Customer shall provide Bank with the list of Originators, copies of the agreements, and other information deemed reasonably necessary to identify the Originators within two (2) Banking Days of Bank's request. Bank reserves the right to review the list of Originators for which Customer is transmitting the Entries and to reject any in Bank's sole discretion. As Originator, Customer agrees that Bank shall not be liable for any and all claims, demands, expenses, losses, liabilities, and damages, including reasonable attorney fees and court costs at trial or on appeal that arise directly or indirectly from the failure of the Originator to perform its obligations as an Originator under the Rules. Customer further agrees to assume all applicable responsibilities, warranties and liabilities of the ODFI, as specified in the Rules. Customer shall cooperate fully and respond within five (5) Business Days to any inquiry from Bank relating to potential Rule inquiries or violations. For purposes of this Agreement, each Originator shall be deemed an Authorized User.

### F. Wire Transfer Services

#### 1. Introduction

Bank sends outgoing and receives incoming wire transfers through Fedwire (the funds transfer system owned and operated by the Federal Reserve Banks) or other third party networks as Bank considers suitable. All funds transfers are governed by this Agreement, Subpart B of Regulation J of the Federal Reserve Board, OFAC regulations, and all other applicable federal, state and local laws and regulations. Customer agrees not to initiate or receive a wire transfer payment order in violation of applicable federal, state or local law. Customer will designate to Bank Authorized Users to initiate payment orders and select advice methods, confirmation methods, and any or all authorizations and instructions that may be requested by Bank. Bank may rely on any such authorization until it has been revoked in writing by

Customer. Bank shall have a reasonable time to process any revocation received pursuant to this Section.

#### 2. Routing/ Deadlines

Bank may use means and routes that Bank thinks in its own discretion are suitable for each outgoing wire transfer. Bank will establish Deadlines after which Bank will not accept an incoming payment order to be processed on the day of receipt. Bank may establish different Deadlines depending on the method of the payment order selected by Customer and all such Deadlines are subject to change. Payment Orders received after the Deadline or on non-Business Days will be processed on the next Business Day.

#### 3. Payment Orders

**a. Content of Payment Orders.** Customer will supply to Bank any information Bank may reasonably request regarding any payment order initiated by Customer, including, without limitation, money amounts, affected accounts, dates of transfer, the beneficiary's name and account number, the routing number or bank identifier code ("BIC") of the beneficiary's financial institution, such additional information as Bank may reasonably request and, if necessary, further evidence of any Agent's authority to transfer funds or to do any other act contemplated by this Service. Customer agrees to hold Bank harmless from any loss that occurs if Customer's instructions are incomplete, ambiguous, or incorrect. Bank is not required to seek clarification from Customer regarding ambiguous instructions.

**b. Execution of Payment Orders.** Customer authorizes Bank to debit Customer's account(s) with Bank for payment orders delivered to Bank in accordance with this Agreement. Bank has no obligation to execute a payment order if the account to be debited has insufficient collected funds to cover the order.

**c. Processing Payment Orders.** The order in which Bank processes wire transfer payment orders is determined solely by Bank. Customer does not have the right to reverse, adjust or revoke any payment order after it has been received by Bank, provided, however, that Bank will make a reasonable effort to act on such a request by Customer. With respect to a payment order already transmitted to the beneficiary's financial institution, Bank shall, at Customer's request, request the financial institution to return funds previously transferred. Customer understands that the receiving institution is under no legal obligation to comply with this request.

**d. Retraction of Payment Orders.** Customer does not have the right to reverse, adjust or revoke any payment order after it has been received by Bank, provided, however that Bank will make a reasonable effort to act on such a request by Customer. With respect to a payment order already transmitted to the beneficiary's financial institution, Bank shall, at Customer's request, use its best efforts to retract a payment from the beneficiary financial institution. Customer understands and agrees that the receiving institution is under no legal obligation to comply with this request.

**e. Rejection of Payment Orders.** Bank may reject a payment order from Customer if such payment order is not initiated in accordance with the applicable security procedure, if there is any inconsistency between a payment order and information previously supplied to Bank, if Bank is unable to obtain confirmation of such payment order satisfactory to Bank, if there are insufficient collected funds in Customer's account to fund the payment order, or if Bank has other reasonable grounds not to honor the payment order. Bank will notify Customer that it has rejected a payment order. Bank may also reject an incoming payment order if it has reasonable grounds to do so.

**f. Standing Payment Orders.** If requested by Customer and agreed to by Bank, Customer may establish a standing payment order, which is one where the Customer provides specific and fixed payment instructions to the Bank for a payment order that is to be executed on a recurring frequency. Standing payment orders must have a fixed amount, beneficiary, beneficiary's financial institution, and accounts to be debited and credited. Such information remains constant for subsequent payment orders. Customer shall provide Bank with the necessary information to execute the standing payment order, including, without limitation, the dollar amount to be transferred, the frequency of the order and the day of week or month when the payment order is to be executed. Customer may terminate a standing payment order at any

time upon receipt by Bank of a written notice. Bank shall have a reasonable time to act on such notice.

**g. Batch Wire Transfers**

**(i) Service Specifications.** If requested by Customer and agreed to by Bank, Customer may initiate payment orders in batch form to Bank, subject to the provisions of this Agreement. Customer will comply with interface specifications established by Bank, including, without limitation, file formats and means of data transmission (the “Specifications”). Bank may furnish Customer with modifications to the Specifications and Customer shall implement such modifications as soon as reasonably practicable.

**(ii) Wire Transfer Software.** Customer shall be solely responsible for creating the computer programs to implement the Specifications (“Wire Transfer Software”). Customer shall implement passwords and other security devices commensurate with the highest level of security afforded by Customer to other computer programs and confidential information of Customer.

**4. Confirmation of Outgoing Wire Transfers**

**a. Confirmation Method.** Customer and Bank shall agree to the method of confirming payment orders received from Customer. Customer shall designate Authorized Users to initiate and verify payment orders. Bank recommends dual control to confirm payment orders as part of Bank’s Standard Security. Notwithstanding Bank’s recommendation, if Customer permits an Authorized User to both initiate and verify a payment order, Customer hereby authorizes Bank to process a wire initiated and verified by such Authorized User. Customer may add, change or delete the Authorized Users in accordance with this Agreement. In the event the designated Authorized Users with authority to verify are not available to verify a payment order, Customer agrees that Bank may, at its discretion, elect to process the payment order initiated by an Authorized User. Customer agrees to be bound by any such payment order processed by Bank.

**b. Waiver of Confirmation.** Bank advises Customer not to waive confirmation. If Customer, however, chooses to waive confirmation, Customer agrees to be liable for all outgoing payment orders. Customer acknowledges that not using confirmation procedures substantially increases the Customer’s risk of liability for an unauthorized wire transfer.

**c. Confirmation of Wire Transfers Initiated through electronic Bank applications.** The confirmation of payment orders initiated by Customer through Internet Services shall be verified and approved by Customer prior to their transmission to Bank. All payment orders shall be initiated and confirmed in accordance with the security procedures established for the relevant Service.

**5. Advices**

**a. Advices by Mail.** Unless otherwise requested Bank will mail daily to Customer at the address provided to Bank notification(s) of all transfer(s) made. Customer will promptly report in writing to Bank any discrepancies between Customer’s records and the notification mailed by Bank. In no event will Bank be liable with respect to any transfer unless Bank receives Customer’s report of a discrepancy within fourteen (14) days after the day that Bank mails notification to Customer.

**b. Advices by Facsimile and/or Email.** If Customer selects advices by facsimile (“fax”) and/or email, Customer shall exercise extreme care in maintaining its own security in the receipt of fax and/or email advices. Customer acknowledges that the information to be received by fax and/or email may include confidential information, including, without limitation, names, amounts, phone numbers, originating account information, and the text of incoming wires. Customer further acknowledges that it alone assumes full responsibility for maintenance of its internal security procedures to keep such information confidential. Bank shall not be liable for any and all claims, demands, expenses, liabilities and damages, including attorney fees at trial and on any appeal or petition for review, incurred by Bank arising directly or indirectly from the transmission by fax and/or email of a wire transfer advice.

**c. Waiver of Advice.** Customer may waive its right under the Uniform Commercial Code as adopted from time to time to receive advices by so indicating on the applicable Implementation Documents or by submitting the request in writing to Bank.

**6. International Wire Transfers**

**a. General.** Wire Transfers across country borders are customarily done by Bank through a correspondent. Unless otherwise agreed upon, any fee, commission or charges assessed by the correspondent shall be passed on to the Customer or deducted from the wire transfer amount by the correspondent. Payment to a foreign country is subject to the laws of the foreign country involved. Bank assumes no liability for delays, non-delivery or other events resulting from causes beyond Bank’s control. In refunding unexecuted payment orders, Bank shall be liable to Customer only to the extent it receives payment from the correspondent financial institution processing the transfer. Cancellation of a transfer involving other than domestic currency is subject to any rate exchange loss as determined by Bank. Customer agrees to sell any canceled payment order to Bank at the then current applicable foreign currency buy rate.

**b. Automatic Conversion.** International Wire Transfers may, at Bank’s option, be automatically converted by Bank to the receiving financial institution’s national currency prior to transfer to such receiving financial institution, so long as the receiving financial institution is located in a country that, to Bank’s then-current knowledge, readily accepts such previously converted funds. Should the receiving financial institution reject the incoming Wire Transfer due solely to Bank’s automatic conversion to that financial institution’s national currency, Bank shall reimburse Customer the actual amount of any fees assessed by such financial institution that are related solely to the rejection of the Wire Transfer due to Bank’s automatic conversion.

**7. Wire Transfer Numbers**

Customer’s obligation to pay Bank the amount of the funds transfer in the event that the Fedwire message does not identify the same account or financial institution is not excused in such circumstances. When names and numbers are inconsistent, the numbers shall control. With respect to incoming wire transfers that do not indicate an account number recognizable to Bank, Bank may return the wire transfer to the sending financial institution without incurring any liability.

**8. Reverse Wire Transfers**

**a. Authorized Debits.** If requested by Customer and agreed to by Bank, Customer authorizes Bank to debit Customer’s account(s) with Bank upon receipt of a Fedwire drawdown request, and to send funds to the Requesting Bank. Each transfer will be done on the Business Day Bank receives the incoming request from the Requesting Bank if the request is received within a reasonable time to determine whether Customer’s Account has sufficient collected funds and to obtain access to the Federal Reserve network prior to the close of business.

**b. Reverse Wire Funding.** Customer agrees not to transmit any reverse wire request in excess of available collected balances on deposit in the designated account(s). Bank may reject any reverse wire request in excess of the collected and available balance. Requesting Bank will be notified if the request is rejected by Bank.

**c. Authorizations.** Customer’s authorization for reverse wire requests shall remain in effect until Customer gives written notice to Bank. Bank will have a reasonable time to act on any written notice received from Customer.

**d. Limitation on Bank’s Liability.** In consideration of Bank’s compliance with this authorization, Customer agrees that Bank’s treatment of any charge, and Bank’s rights with respect to it, shall be the same as if the entry were initiated personally by Customer. Bank shall have no liability if any charge is dishonored.

**e. Request for Credit.** Bank may, at its sole and absolute discretion, submit a non-value, request for credit message (a “Drawdown”) on behalf of Customer through Fedwire. Bank shall have no liability as to the results of any such Drawdown request.

## G. Positive Pay Services

### I. Introduction

Positive Pay Services are offered by Bank as the most effective way to minimize loss from fraudulent check issuance or payment. If Positive Pay Services are requested by Customer and agreed to by Bank, Customer and Bank agree that in the event of an inconsistency between this Agreement and applicable law, the provisions of this Agreement shall prevail to the extent permitted. Nothing in this Agreement is intended to limit Bank's right to return an item unpaid if there are insufficient available funds in the designated account.

### 2. Format Specifications

Customer shall comply at all times with Bank's format and data transmission standards for the Positive Pay Service. Customer agrees to issue checks, drafts, warrants or other items (collectively, "Items") in accordance with Bank's specifications and will change the Item format when requested to do so by Bank. Bank shall not be responsible for correcting or resolving processing problems caused by substandard quality magnetic encoding. Customer may be required to supply Bank with sample Items for testing.

### 3. Positive Pay

**a. Customer Responsibilities.** Customer shall designate to Bank all account(s) that are to be used with the Positive Pay Service ("Positive Pay Account(s)"). Customer will provide Bank with a file of all outstanding Items prior to activation of this Service. On each day that an Item is written against the Positive Pay Account, Customer shall supply Bank with all required Item issue information prior to the Deadline established by Bank. Such information shall include, without limitation, the account number, the issue date, the Item number and the face amount. Customer shall be responsible for the accuracy and completeness of all information provided to Bank.

**b. Bank's Responsibilities.** In reliance on the information provided by Customer, Bank shall create a master issue file for each designated Positive Pay Account ("Issue File"). Excluding valid stop payment orders, all Items that match by serial number and amount to Bank's Issue File will be deemed properly payable and Bank is authorized to pay all such Items.

**c. Exception Items.** Each Business Day, Bank shall report to Customer any Items that do not match the Issue File ("Exception Items") and, if requested and available, provide the front and back images of those Items for that day's presentment; provided, however, no images shall be provided in the case of electronically converted Items. Customer agrees to review and make payment decisions on the Exception Items prior to Bank's established Deadline. If Customer's requested default setup is for Bank to pay all Exception Items, then Bank is authorized to finally pay any Exception Item unless Customer has instructed Bank to return the Exception Item prior to the established Deadline. If Customer's requested default setup is for Bank to return all Exception Items, then Bank is authorized to return any Exception Item unless Customer instructs bank to pay an Exception Item prior to the established Deadline. Bank may rely on any instructions received from Customer that Bank reasonably believes to be genuine. Bank shall have no responsibility for any liability, loss or damage resulting from: (i) payment in accordance with this Section of any Exception Item that is altered or unsigned or which bears the forged or unauthorized signature of Customer; (ii) the return of any Exception Item to the depository bank in accordance with this Section; or (iii) Customer's failure to meet Bank's established Deadlines. Customer may be required to place a stop payment order on any returned Exception Item, which shall be subject to Bank's customary stop payment fee. Bank's failure to report a discrepancy will not discharge Customer's obligation with regard to any Item, and shall not obligate Bank to return any Item if it is otherwise properly payable.

**d. Teller Positive Pay.** All Positive Pay Accounts will interface with Bank's teller system unless otherwise agreed by Bank. Bank will compare Items presented for cash at a branch of Bank with Customer's Issue File if available. Customer agrees that Bank may refuse to cash any Item and such refusal will not be deemed to be a wrongful dishonor. In the event of dishonor, Bank will refer the presenter to Customer. Customer acknowledges that under some circumstances issuance information submitted by Customer may not be reflected in Customer's Issue File until the opening of the following Business

Day. Customer agrees to follow established procedures should it need to manually add an Item to the Issue File. Bank will make reasonable efforts to assist Customer, but Customer acknowledges that Bank may be unable to process such requests on a same day basis. In the event that Customer requests Bank not activate or temporarily deactivate teller positive pay, Customer agrees to assume all risk of loss for any Bank teller-cashed Item that would have been identified as an Exception Item prior to acceptance.

**e. Payee Positive Pay.** If Customer selects this option, Customer's Item stock shall first be tested to ensure it meets Bank's payee name readability rate. Customer shall designate to Bank all Positive Pay Accounts that shall use Payee Positive Pay. In addition to the Item issue information provided by Customer for the positive pay service, Customer shall supply Bank with the payee name(s) for each Item issued by Customer. Customer shall be responsible for the accuracy and completeness of the payee information provided to Bank. In reliance on the payee information provided by Customer, Bank will compare the payee information on the Item with Customer's Issue File for Items presented in the back office and at the teller line. Customer acknowledges that Bank will not be able to validate payee information for electronically converted Items presented to Bank for payment. Bank may, in its sole discretion, impose variable parameters for which the payee information will not be reviewed for certain Items processed through the back office. If such parameters are imposed, Bank agrees to assume the risk of loss for an Item that would have been identified as an Exception Item solely on the basis of the payee information. Customer agrees to cooperate fully with Bank for the purpose of investigation and collection of such Item.

**f. Teller Payee Positive Pay.** If Customer selects this option, Customer shall designate to Bank all Positive Pay Accounts that shall use Teller Payee Positive Pay. In addition to the Item issue information provided by Customer for the positive pay service, Customer shall supply Bank with the payee name(s) for each Item issued by Customer. Customer shall be responsible for the accuracy and completeness of the payee information provided to Bank. In reliance on the payee information provided by Customer, Bank will compare the payee information on the Item presented for cash at a branch of Bank with Customer's Issue File. Customer agrees that Bank may refuse to cash any Item where the payee name is not an exact match and such refusal will not be deemed to be a wrongful dishonor. In the event of dishonor, Bank will refer the presenter to Customer. Customer acknowledges that under some circumstances issuance information submitted by Customer may not be reflected in Customer's Issue File until the opening of the following Business Day.

### 4. Reverse Positive Pay

**a. The Paid File.** Customer shall identify all accounts subject to Reverse Positive Pay. When an Item is presented for payment against an identified Positive Pay Account, Bank shall notify Customer prior to the designated time, and in no case later than the Business Day following the day of presentment, of the Account number, Item number and amount of the presented Item (the "Paid File") and, if requested and available, shall provide Customer with the front and back images of the Items. By electing Reverse Positive Pay, Customer assumes all fraudulent and other risks associated with teller-cashed Items unless Customer provides standing instructions to Bank to disallow encashment at the teller line.

**b. Payment Instructions.** Customer shall compare the information provided by Bank with Customer's Item issuance records. Customer shall notify Bank prior to the Deadline established by Bank of Customer's decision on any reported Items that should be dishonored. Bank may rely on any instructions received from Customer that it reasonably believes to be genuine. Bank is authorized to finally pay any Item listed on the Paid File unless the Customer instructs Bank to return the Item prior to the established Deadline. Bank shall have no responsibility for any liability, loss or damage resulting from (a) a payment in accordance with this Section of any Item that is altered or unsigned or which bears the forged or unauthorized signature of Customer or (b) return of any Item to the depository bank in accordance with this Section. Bank reserves the right to require Customer to place a stop payment order on any Item to be returned. Any such orders will be subject to Bank's customary stop payment fee. Customer shall notify Bank by the designated Deadline if the Paid File has not been received from Bank. Bank will make reasonable efforts to provide the Paid File to Customer and honor Customer's

instructions. Bank's failure to provide a Paid File will not discharge Customer's obligation with regard to any Item that was otherwise properly payable at the time of presentment.

#### 5. Positive Pay – ACH Service

Positive Pay – ACH Service assists Customer in detecting fraud by electronically matching incoming ACH transactions to authorizations that Customer can create and manage online. If ACH Positive Pay Service is selected by Customer, Customer shall designate the account(s) maintained at Bank that are to be used with the ACH Positive Pay Service. Customer shall create authorizations for incoming ACH Credit and/or Debit Entries that it desires to post to the Positive Pay Account. Customer shall be responsible for the accuracy and completeness of all information provided to Bank. Bank will allow incoming ACH Entries that match Customer's authorizations to post to Customer's Positive Pay Account. Incoming ACH transactions that do not match Customer's authorizations will be treated as Exception Items, and Customer agrees to monitor, review and make payment decisions on the Exception Items prior to Bank's established Deadline. If Customer's requested default setup is for Bank to pay all Exception Items, then such Exception Items shall remain paid unless Customer has instructed Bank to return one or more Exception Items prior to the established Deadline. If Customer's requested default setup is for Bank to return all Exception Items, then Bank is authorized to return all Exception Items unless Customer instructs bank to pay one or more Exception Items prior to the established Deadline. Bank shall have no responsibility for any liability, loss or damage resulting from: (a) payment in accordance with this Section of any exception item that is unauthorized; (b) the return of any exception item to the Originator in accordance with this Section; or (c) Customer's failure to meet Bank's established Deadlines. Bank's failure to report a discrepancy will not discharge Customer's obligation with regard to any item, and shall not obligate Bank to return any item if it is otherwise authorized.

#### 6. Recommended Standard Security

Bank deems Positive Pay Services as Standard Security for protection of fraudulent activity against your Positive Pay Account(s). By waiving enrollment in Positive Pay Services, Customer agrees that Bank has exercised ordinary care in the payment of Items drawn against Customer's Positive Pay Account as provided by Articles 3 and 4 of the Uniform Commercial Code.

### H. ACH Block Maintenance

If Customer elects and Bank agrees to offer the ACH Block Maintenance Service, Bank will return each ACH debit and/or credit entry Bank receives for payment from or credit to Account(s) except for those debit or credit entries specifically authorized by Customer as indicated on the Service Documentation. Customer waives any claim of wrongful dishonor or return associated with any debit or credit entry that is so returned, and agrees that Bank will not provide other notice of the receipt or return of any such debit or credit entry. Customer further requests Bank to allow only debit and/or credit entries indicated on applicable Service Documentation as it may be modified from time to time. Such modifications shall not be binding upon Bank until it has received the required written notice and has had a reasonable opportunity to act on such instructions.

### I. Remote Deposit Services

#### 1. Introduction

Customer subscribes to, and Bank agrees to provide, as part of the Services, Remote Deposit Services. The Remote Deposit Service enables Customer to submit to Bank, for deposit to Customer's account(s), electronic check images and associated information ("Check Image(s)") in lieu of the original checks from which such Check Images were obtained.

#### 2. Laws, Rules and Regulations

Customer agrees to comply with all existing and future operating procedures used by Bank for processing of transactions. Customer further agrees to comply with, and to be bound by, all applicable state or federal laws, rules and regulations affecting the use Check Images, including but not limited to, rules and procedural guidelines established by the Texas Department of Banking, the Federal Deposit Insurance Corporation ("FDIC"), Federal Trade Commission ("FTC"), the Federal Reserve, National Check Exchange ("NCE"), Small Value Payments

Company ("SVPCo"), Viewpointe, Endpoint Exchange, Electronic Check Clearing House Organization ("ECCHO") and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound or is bound by operation of law.

#### 3. Equipment and Software

Bank is not responsible for, and shall not be liable with respect to any loss or damage to Customer with respect to, any failure of the equipment, software or services or any failure in the transmission of any Check Image to Bank. Notwithstanding anything in this Agreement to the contrary, if Bank provides any software in connection with the Service, Customer may use that software on only one machine. The software may not be provided to an agent without Bank's prior written consent, which may be conditioned upon the agent's agreement to contractual terms that are acceptable to Bank. Bank is not responsible for any computer virus or related problems that may be associated with using electronic mail or the Internet to deliver Services. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of Customer's computer hardware or software. Bank advises Customer to scan its computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses.

#### 4. Images and Deposit Deadlines

Customer shall submit Check Images to Bank in such format, and with such associated check information, as Bank may specify from time to time. Check Images will be deemed to have been accepted by Bank for deposit on the date that the deposit is acknowledged by Bank's systems. Unless otherwise specified, acknowledgement of deposits will be in the Central Time Zone. The Deadline for same day credit is communicated via the Service Documentation. Deposits made after the Deadline will be posted the following Business Day. Availability of deposits is based on Bank's normal availability schedule as in effect from time to time unless Bank and the Customer have agreed on a different availability schedule. Bank reserves the right to reject any single Check Image or group of Check Images for any reason, before or after confirmation.

#### 5. Transmission of Deposits

To ensure accuracy, Customer shall balance the deposit dollar amount to the sum of the Items ("Balanced Deposit") prior to transmitting the Deposit in accordance with the procedures. Customer may send multiple deposits to Bank throughout the day unless otherwise specified by Bank. Bank may establish a daily limit of the total dollar amount of deposits transmitted by Customer on a single day ("Deposit Limit"). The Deposit Limit will be determined based on the typical dollar amount of deposits transmitted by Customer on a single day and may be adjusted based on underwriting criteria established by Bank. If the total dollar value of the deposit exceeds the Deposit Limit, Bank may, at its option, refuse to accept the deposit that exceeds the Deposit Limit, or Bank may accept and process the deposit. Customer agrees not to exceed the Deposit Limit. Bank reserves the right to change the Deposit Limit. These modifications are effective immediately and may be implemented prior to Customer's receipt of the newly established Deposit Limit. Customer may contact Bank at any time to verify the current Deposit Limit.

#### 6. Representations and Warranties

Customer warrants and represents, with respect to each Check Image submitted to Bank, that: (a) Customer is authorized to deposit each Check Image; (b) the Check Image accurately represents all of the information on the front and back of the original check, and that all such information is legible on the Check Image; (c) no person will receive presentment of the original check, a substitute check based on the original check, or a paper or electronic representation of the original check or a substitute check, such that that person will be asked to make a payment based on a check that it has already paid; (d) each Check Image meets the ANSI X9.37 standards for image quality (or such additional standard as may be adopted from time to time); (e) both the Customer and the clients with whom it does business are reputable and are not using Bank as a conduit for money laundering or other illicit purposes; and (f) transactions processed by Bank are not prohibited by any applicable law, regulation, rule, order or judgments.

**7. Physical Check Retention and Internal Controls**

Customer shall assume all responsibility for destroying the imaged physical checks with a minimum retention of sixty (60) days after processing. Physical checks shall be stored in a secure manner during the retention period and shall be properly shredded in accordance with industry standards after the retention period has expired. Upon request, Customer shall allow Bank to review Customer's controls with respect to the storage and destruction of the physical checks and adhere to Bank provided best practices and procedures. Customer shall provide written notice to Bank of any changes to the information provided by Customer to Bank, including but not limited to: additional locations, any change in business, any new business, the identity of principals and/or owners, the form of business organization, type of goods and services provided, and method of conducting sales. Such notice must be received by Bank within five (5) Business Days of the change. Further, upon Bank's request, Customer shall provide updated information within five (5) days of such request. Bank retains the right to (a) review Customer's Item and business activity from time to time to confirm Customer is conducting business as stated by Customer at the time of the execution of this Agreement, and (b) re-price or terminate Bank's services based on changes to the facts previously stated by Customer.

**8. Foreign Deposited Items**

Customer shall not scan any foreign Items for deposit, even if they are in U.S. Dollars. Bank cannot allow any Item drawn on a foreign bank to be scanned and sent via electronic image. Examples of items that would not be accepted are those drawn on Banks in Canada, Mexico, or Europe, among others.

**9. Endorsements**

Customer is responsible for proper endorsement of checks prior to submitting it to Bank for deposit. Customer may request that Bank endorse checks electronically in lieu of physical endorsement if transmitted to Bank through DepositDirect software. In such case that Customer directs Bank to make an electronic endorsement, Customer shall indemnify and hold Bank harmless for any endorsement made on Customer's behalf.

**10. Substitute Checks**

Customer shall not scan any substitute checks for deposit. Substitute checks are printed representations of the original check that were converted to paper from an electronic image.

**11. Contingency Plan**

Customer agrees that in the event that Customer is not able to capture, balance, process, or otherwise transmit a deposit to Bank for any reason, including but not limited to communications, equipment or software outages, interruptions or failures, Customer will transport the physical checks and deposits to the closest office of Bank and deposit the original checks with Bank until such time that the outage or other interruption can be identified and resolved.

**J. Lockbox Services****1. Lockbox Service Requirements**

Bank provides retail and wholesale lockbox services ("Lockbox Services") in house or through third party vendors to assist Customers in expediting receipt of their remittances. As it relates to Lockbox Services, "Bank" shall have the meaning of Bank and / or third party vendor where applicable. Customer agrees to terms of this entire Agreement where applicable to third party vendors. Customer will have its customers forward their payments to the location designated by Bank ("Lockbox"). Prior to initiation of Lockbox Services, Customer must maintain a demand deposit account with Bank.

**2. Access to Mail**

Customer authorizes Bank to pick up mail at the appropriate postal facility, to have custody of the keys or combinations and unrestricted and exclusive access to such box, and to collect the mail therein to be processed by Bank as agreed by the parties. Bank shall process remittances in accordance with its standard procedures or in accordance with prior instructions received from Customer and agreed to by Bank. Upon termination of Customer's Lockbox Service, mail will be marked "Return to Sender" unless otherwise instructed by Customer.

**3. Proprietary Rights**

Bank possesses all proprietary rights to written material, including, without limitation, all computer programs written for Bank's Lockbox processing system, portable media, listings, and other documentation originated and prepared by Bank. Customer shall not duplicate, sell, or use in any manner such programs or documentation without the prior written consent of Bank.

**4. Collections/Availability**

Unless otherwise agreed, while Customer receives Lockbox Services, all collected funds held in the account shall be deemed to be Customer's funds for all purposes, including adjustment, attachment, execution, garnishment and other forms of legal process. The crediting and collection of items will be handled under the same agreement as applied to other commercial deposits and shall be subject to Bank's then current funds availability schedule.

**5. Transmission of Information**

Bank shall transmit to Customer remittance information or other information received at the lockbox ("Lockbox Information") via secure electronic transmission. Customer acknowledges that the Lockbox Information may include consumer information that is confidential and may be subject to privacy laws and regulations, including unauthorized access or breach notification regulations. Customer further acknowledges that Bank has a duty to protect Lockbox Information and ensure that it is safely delivered to Customer and that Bank has deemed secure electronic transmissions to be the safest mechanism for delivery. If Customer elects to receive the Lockbox Information using other delivery means including paper reports, CDs, DVDs, or other portable electronic media, Customer acknowledges that such delivery means are susceptible to risk and agrees that Bank shall not be liable for any obligations, liability or losses that results from the non-receipt, disclosure, dissemination, alteration or unauthorized access of the Lockbox Information.

**6. Retail Lockbox Processing**

Bank is authorized to open each envelope and remove the contents, disregarding all notations and other marks on the envelopes. Bank shall not examine checks or other items with respect to payee names, check dates and check signatures. Bank is not required to retain remittance envelopes or forward them to the Customer. Bank will disregard any restrictive notation on any check, including but not limited to "paid in full", whether preprinted or handwritten, and shall treat any such check as though such language did not appear thereon. Bank will process, endorse and deposit remittances in accordance with its standard procedures. If Bank is unable to determine the amount of a check, such check will be forwarded to Customer as non-processable. Bank will deliver miscellaneous enclosures, non-processable transactions and remittance data in accordance with the Implementation Documents. Payment coupons and envelopes submitted to Bank for processing must meet the specifications designated by Bank from time to time. All changes in coupon and return envelope design are subject to prior testing and approval by Bank. Bank may adjust the price for processing Customer's payments if changes are made to Customer's coupons and/or envelopes (including coupon scan line configuration) without such prior approval.

**7. Wholesale Lockbox Processing**

Bank is authorized to remove and examine the contents of each envelope in accordance with Bank's wholesale lockbox servicing guidelines and shall observe the following guidelines provided in this Section unless otherwise dictated by Customer in accordance with the Service Documentation. Bank shall capture, format and send remittance data to Customer via information reporting or data transmission in accordance with the Service Documentation. Customer shall not use any form of prepaid business reply mail envelopes for its lockbox remittances and shall review any proposed envelope changes with Bank prior to use.

**a. Check Date.** Bank will not examine any checks or other items with respect to check dates.

**b. Check Amount.** If Bank is unable to determine the amount of a check, such check will be forwarded unprocessed to Customer as an exception.

c. **Payee.** Checks made payable to the acceptable payees listed in the Service Documentation or any reasonable derivation thereof are acceptable for deposit. Checks made payable to others will be returned by Bank as exceptions.

d. **Missing Signature.** In the absence of a signature, Bank will process the check.

e. **Exceptions.** If a check is treated as an exception, it will be forwarded by Bank to Customer with the remittance data, and not deposited or otherwise reflected in the account of Customer.

f. **Correspondence.** Any correspondence, invoices and miscellaneous enclosures which are included with a payment, as well as any envelope that does not contain a check, will be returned to Customer.

g. **Notation.** Customer agrees that Bank shall disregard any notation on a check containing “paid in full” or other restrictive notation, whether preprinted or handwritten, and treat any such check as though such notation did not appear thereon.

### 8. Imaging Services

If Customer elects and Bank agrees to provide imaging services for all Customer remittance, correspondence, and checks, Customer agrees that Bank shall destroy all original documentation in a period not to exceed thirty (30) days unless otherwise requested by Customer. Customer also agrees that if document retention services are requested beyond thirty (30) days, additional fees may apply.

## K. Controlled Disbursement Services

### 1. Disbursement Account

If requested by Customer and agreed to by Bank, Customer will open and maintain a demand deposit account (“Disbursement Account”) and a primary funding account (“Funding Account”) in accordance with Bank’s Deposit Agreement. Bank reserves the right to require customer to use Bank’s positive pay service in conjunction with the use of Disbursement Account(s). Customer hereby authorizes and directs Bank to act on its behalf and as its agent, as Bank in its sole discretion deems necessary or advisable, in performing any of the Controlled Disbursement Services and related Services.

### 2. Funding Procedures

On each Business Day, Bank shall electronically provide Customer with a report of the total aggregate amount of all presented disbursement checks to the Disbursement Account (the “Total Clearings”). Customer agrees to maintain sufficient collected balances in the Funding Account by the established deadline to fund the Total Clearings. Bank is hereby authorized to debit the Funding Account in an amount equal to the actual or estimated Total Clearings and to transfer funds in said amount for credit to the Disbursement Account. Bank reserves the right to convert the Disbursement Account into a standard prepaid checking account at any time upon notice to Customer. If Customer elects and Bank agrees to allow ACH disbursements drawn on the Disbursement Account, Customer agrees to utilize Bank’s primary Routing Number (111322994) for those ACH disbursements. Customer also acknowledges that the Total Clearings report will only reflect total disbursement checks drawn on the Disbursement Account and agrees to fund the entire amount of ACH disbursements in addition to Total Clearings.

### 3. Special Circumstances

Customer acknowledges that Bank, under some circumstances beyond its control, may at times be unable to provide a report of the total amount of its Total Clearings early enough for Customer to make a complete and acceptable funding of the accounts. Customer nevertheless agrees to fund the Funding Account completely by using an estimate of the Total Clearings.

### 4. Return of Items Unpaid

Bank reserves the right, with reasonable notification, to return unpaid any or all Items presented for payment against the Disbursement Account in the event that: (a) there are insufficient collected and available balances on deposit in the Funding Account by the established deadline to fund the Total Clearings; (b) debits cannot be posted because the Disbursement Account or

Funding Account is frozen, blocked, closed or because of any other condition; or (c) any communications failure or other condition prevents Bank from monitoring Customer’s Items presented for payment.

### 5. Stop Payment Orders

Customer may issue stop payment orders on Items drawn on the Disbursement Account in accordance with Bank’s procedures.

## L. Cash Vault Services

### 1. U.S. Currency

The Terms “cash”, “coin”, “note” and “currency” as used herein shall refer to coin and currency of the United States. Customer shall not deposit coin or currency of any other country.

### 2. Account

All deposits of currency, coin, and checks will be credited to, and all withdrawals of currency, coin and checks will be debited against, Customer’s deposit account at Bank which Customer has designated as being covered by the Services described herein.

### 3. Deposits

a. Customer shall supply and maintain clear, disposable, and tamper proof plastic bags for deposits. Plastic bags shall be sealed according to manufacturers’ instructions. Customer will prepare deposits in good order as follows: (i) currency will be batched separately with each accompanied by a deposit ticket fully completed by Customer; (ii) currency will be banded with one hundred (100) notes of the same denomination whenever possible; (iii) deposits will be delivered by Customer’s certified armored carrier to the secured facility specified by Bank; and (iv) to receive same date credit, deposits must be made prior to the daily cut-off time established by Bank from time to time, and any deposits received by Bank after its daily cutoff time may be considered to have been received on the next Business Day.

b. Bank will process Customer’s deposits as follows: (i) deposits will be receipted and conditional (subject to verification) credit assigned based on the amount identified on the deposit ticket; (ii) deposit tickets that are missing, blank or do not contain legible “declared balances are subject to delayed ledger credit of one Business Day; and (iii) coins and currency will be counted and Bank’s count will be the valid and controlling count.

c. If there is a currency and coin variance from the declared amount on Customer’s deposit ticket, Bank shall adjust Customer’s currency and coin deposits through a separate debit or credit to Customer’s account. Any such adjustment shall not be reflected on Customer’s deposit ticket. Deposit tickets containing a declared total that includes check deposits, may require a separate and additional adjustment for any variances to Customer’s check deposits. Bank will notify Customer by means deemed appropriate by Bank of any deposit for which Bank’s count varies from Customer’s count. Upon request, Bank will provide Customer with any available information which may assist Customer in reconciliation of the difference.

d. Deposited items will be deemed received on the day of delivery if Bank receives the deposit prior to Bank’s established Deadline. Deposits will be processed in accordance with normal Bank procedure and any applicable availability schedules. All deposits made by Customer shall be subject to verification and adjustment by Bank. Bank’s verification shall be deemed correct and binding upon Customer for all purposes, absent manifest error.

### 4. Withdrawals

a. Bank may provide Customer with United States currency and coin in designated denominations from time to time as requested by Customer (“Change Orders”). All Change Orders will be charged to the account designated by Customer and must be picked up by Customer’s agent. Only armored couriers may pick up Change Orders directly from a cash vault operated by Bank. Bank may release any Change Order to any individual that Bank reasonably believes to be Customer’s agent. Customer shall be responsible for any Change Order after receipt thereof by the agent. Bank may specify a daily Change Order limit and Customer agrees that it will not initiate a Change Order in excess of the designated limit. In no event shall

Customer initiate a Change Order in excess of the immediately available funds in the designated account.

b. Customer may order currency and coin from Bank as follows: (i) the preferred order for currency is in standard full strap quantities only; (ii) coin may be ordered in standard full box units (50 rolls), individual rolls or loose standard bags only; (iii) a charge for the face value of the monies ordered will be made to the Account on the day the order is processed by Bank; (iv) orders for coin and currency may be placed no later than the Deadline established by Bank from time to time for delivery on the next Business Day (depending on Customer's location, select cash vault sites may require a minimum two-day lead time for coin and currency orders); and (v) Bank must be notified of any discrepancies pertaining to currency or coin orders within two Business Days of receipt by Customer of such currency or coin. Customer must return documentation to back-up outages such as strap, coin, wrapper and/or box.

#### 5. Carrier Service

Any carrier service utilized to deliver or secure coin, currency or other property to or from Bank will act as the agent of Customer and not of Bank. Customer and carrier shall agree upon the delivery days and times. Customer will bear the entire risk of loss of coins, currency or other property of Customer when in the custody or control of Customer's carrier service.

#### 6. Representations

Customer represents and warrants to Bank that (a) all funds deposited with Bank will be the proceeds of, and all funds ordered and withdrawn from Bank will be intended for use in, Customer's lawful activities and (b) all of Customer's transactions hereunder will be conducted solely on Customer's behalf and not on behalf of any other person or entity.

#### 7. Regulatory Compliance

Customer shall provide Bank immediately upon request with any information, and otherwise shall cooperate with Bank in every way necessary in order to enable Bank to fulfill its obligations with respect to the reporting of transactions in coin and currency or any other regulatory requirement.

#### 8. Cash Vault Agents

Bank from time to time may use any third party or agent to receive Customer's deposits, to deliver Customer's coin and currency orders, or to perform any other services of Bank hereunder. Bank will provide Customer with all necessary instructions for contact with such third party or agent. Bank's use of such a third party or agent shall not relieve Bank of its obligations or liabilities hereunder.

### M. Collection Items

#### 1. Introduction

If requested by Customer and agreed to by Bank, Customer may initiate and receive collection items regarding automobile drafts ("Automobile Drafts"), oil and gas lease drafts ("Lease Drafts"), insufficient funds checks ("NSF Checks") and foreign dollar checks ("Foreign Checks") (Automobile Drafts, Lease Drafts, NSF Checks and Foreign Checks are sometimes referred to herein individually as a "Collection Item" and collectively as "Collection Items") through Bank, pursuant to the additional terms and conditions contained in this Section.

#### 2. Compliance with Codes/Law

In addition to all other laws and regulations applicable to this Agreement, this Section is specifically and additionally subject to all applicable provisions of the Uniform Rules for Collections 522 ("URC 522") (together with applicable provisions of the Uniform Commercial Code as adopted in the State of Texas, the "Codes"), the sanctions, laws, regulations and orders administered by Office of Foreign Assets Control, and all other applicable federal, state and local laws.

#### 3. Preparation of Collection Items

a. **Incoming Collection Items.** Bank shall prepare all incoming Collection Items and related trust receipts.

b. **Outgoing Collection Items.** Customer shall prepare and deliver to Bank all outgoing Collection Items in accordance with the terms hereof, including the additional collection requirements set forth in the Service Documentation (the "Additional Collection Requirements"). Bank shall transmit outgoing Collection Items in accordance with the terms hereof, including the Additional Collection Requirements.

#### 4. Processing and Settling Collection Items

Bank shall process and settle Collection Items in accordance with the terms hereof and the requirements of the Codes. Collection Items shall be deemed received by Bank when actually received at one of Bank's collection locations (each, a "Collection Location" and collectively, the "Collection Locations") set forth in the Additional Collection Requirements. Bank is under no requirement to process any Collection Item that does not conform to the terms of this Agreement. Bank shall notify Customer of the receipt of any nonconforming or returned Collection Item within one (1) Business Day of Bank's receipt thereof; provided, however, that Bank shall have no obligation to resubmit a returned Collection Item.

#### 5. Credit for Outgoing Collection Items

Customer may receive immediate ledger credit for deposited Automobile Drafts only, so long as Customer's Account with Bank is subject to negative collected balance assessments. Credit to Customer for Collection Items other than those subject to the terms of the preceding sentence shall be given upon Bank's receipt of funds from the collecting bank.

#### 6. Payment for Collection Items

a. **Incoming Collection Items.** Customer shall pay all incoming Collection Items identified as "Site Collection" within three (3) Business Days of receipt thereof. Customer shall pay all other Collection Items within the time prescribed for each specific Collection Item. If payment from Customer for a Collection Item is not received by Bank on or before the Bank's due date, Bank may either return such Collection Item to Customer or debit Customer's Account for payment.

b. **Outgoing Collection Items.** Bank shall debit Customer's Account (i) for any outgoing Collection Item for which Customer received credit and for which payment in full has not been received by Bank on or before thirty (30) calendar days from the date that such Collection Item was processed by Bank, and (ii) for any outgoing Collection Item that is returned to Bank without payment.

#### 7. Customer Account

Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting Customer's accounts identified in the Collections Authorization Form to be provided by Bank upon request. Customer shall at all times maintain a balance of available funds in such accounts sufficient to cover its payment obligations under this Agreement. In the event that there are not sufficient available funds in such accounts to cover Customer's obligations under this Agreement, Customer agrees that Bank may debit any Account maintained by Customer with Bank in order to obtain payment of Customer's obligations under this Agreement. Upon request of Bank, Customer agrees to promptly provide to Bank such information pertaining to Customer's financial condition as Bank may reasonably request.

#### 8. Account Reconciliation

Collection Items processed by Bank or credited to Customer's Account maintained with Bank will be reflected on Customer's periodic statements issued by Bank with respect to the Account pursuant to the Deposit Agreement. Customer agrees to notify Bank promptly of any discrepancy between Customer's records and the information shown on any periodic statement in accordance with the Deposit Agreement.

#### 9. Data Retention

Customer acknowledges that it is bound by, and agrees to comply with, all applicable provisions of the Codes, and the State of Texas Retention Guide, with regard to Customer's responsibilities to retain Collection Items and related source documents. Customer agrees to provide Bank with copies of any such documents upon request by Bank.

**10. Exposure Limits**

Customer agrees that the ability to deposit Collection Items is subject to and limited by Exposure Limits determined by Bank in its sole and absolute discretion, which Exposure Limits may be adjusted by Bank from time to time upon fifteen (15) days' written notice to Customer. For purposes hereof, Exposure Limits are limits to the total deposited amount of Collection Items for which a corresponding Collection Item payment has yet to have been received.

**11. Collection Authorized Users**

a. Customer may designate authorized agents or individuals (each, a "Collection Authorized User" and collectively, "Collection Authorized Users") by completing the Collections Authorization Form, to act on behalf of Customer with regard to Collection Items. Customer may change Collection Authorized Users at any time by completing and delivering to Bank a new Collections Authorization Form; provided, however, that any such changes will not be effective upon Bank until Bank's Central Collection Department has received such Collections Authorization Form and has had a reasonable opportunity to act thereon.

b. If Customer believes or suspects any Collection Items to have been obtained from Bank by unauthorized persons, Customer agrees to immediately notify Bank. Notwithstanding the foregoing, no such notice shall affect the good faith Collection Services of Bank made prior to receipt of any such notification and Customer shall remain liable for the same.

c. Any Collection Item (or any request for cancellation, return or amendment of a Collection Item) received by Bank in good faith, which purports to have been authorized by Customer in accordance with the terms of this Agreement, shall be deemed a valid Collection Item or request and a valid obligation of Customer.

d. Bank may rely, and shall in no event incur any liability with respect to any action taken or omitted to be taken in reliance, upon any representation by an individual purporting to be a Collections Authorized User and having the reasonable appearance of one who is authorized to act as such pursuant to the Collections Authorization Form, and Bank shall not be responsible nor liable in any respect for any lack of actual authority of any such person.

**12. Verbal Instructions**

From time to time, Bank may choose, as an accommodation to Customer, to honor Customer's request to give Bank verbal instructions regarding Collection Items. Customer agrees that Bank may, in good faith, rely on such verbal instructions that purport to come from Customer or its Collection Authorized Users and Customer shall hold Bank harmless from and against any and all losses, claims, liabilities, damages, costs and expenses incurred or experienced as a result of Bank's reliance on such verbal instructions.

**13. Rejection of Collection Items/Instructions**

Bank is under no obligation to honor, either in whole or in part, and may reject, any Collection Item, or any instruction related thereto, which does not comply with the terms and conditions of this Agreement, or which violates any provision of the Codes or other federal, state or local law. Additionally, Bank may, at its sole and absolute discretion, reject any Collection Item that is not transmitted between financial institutions.

**14. Cancellation or Amendment by Customer**

Customer shall have no right to cancel or amend any Collection Item after its receipt by Bank. Notwithstanding the foregoing, Bank shall use reasonable efforts to act on a request by Customer for cancellation of or amendment to any Collection Item prior to Bank processing such item. Customer shall reimburse Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to effect the cancellation or amendment of a Collection Item.

**15. Responsibility for Content**

In the performance of Bank's services with regard to Collection Items, Bank shall be entitled to rely solely upon the information, and the representations and warranties provided by Customer pursuant to this Agreement and shall not be responsible for the accuracy or completeness thereof. Customer shall at all times remain liable for the content and accuracy of each Collection Item.

**N. Cash Management Sweep Services****1. Definitions**

For purposes of this Section, the following definitions shall apply: (a) "Sub Account" means Customer's Account that initiates Transactions for Zero Balance Sweep; (b) "Master Account" means Customer's Account that is affected by Sub Account Transactions; (c) "Available Funds" means the total of the collected funds in the Account as of the close of business on any Business Day, determined in accordance with the manner in which Bank generally provides credit for deposited checks and other Items; (d) "Credit" means any loan arrangement which is designated as a line of credit where Bank has agreed will be subject to the Services described herein; (e) "Credit Agreement" means any loan agreement, promissory note, guaranty or other agreement, instrument or document which evidences, secures or guarantees the Credit; (f) "Deficiency Amount" means the amount by which the Target Balance exceeds the amount of available funds as of the close of business on any Business Day; (g) "Excess Funds" means the amount of Available Funds as of the close of business on any Business Day which exceeds the Target Balance; (h) "Guarantor" means any guarantor, surety, accommodation party or joint obligor of the obligations of Customer under the Credit; (i) "Target Balance" means that amount of funds which Customer desires to maintain in the Account and which is mutually agreeable to Bank and Customer from time to time; and (j) "Transaction" means a Loan Transaction, Repayment Transaction, or Book Transfer between Account(s) at Bank.

**2. Overdrafts**

Bank may debit the Account(s) as set forth below, even though, subsequent to such debit, and as a result of additional transfers or withdrawals from the Account, the return of checks unpaid, or any other cause, the Account becomes overdrawn. In such event, Customer will be assessed Bank's then prevailing charges for overdrafts.

**3. Zero Balance Sweep Option**

a. As of the close of business on each Business Day, Bank will determine the amount of Excess Funds, if any. If Bank determines that there are Excess Funds, Bank will debit the Sub Account and credit the Master Account in an amount equal to the amount of Excess Funds.

b. As of the close of business on each Business Day, Bank will determine the Deficiency Amount, if any. If Bank determines that there is a Deficiency Amount, Bank will debit the Master Account in an amount equal to the amount by which such available balance is less than the Target Balance.

c. If Bank has agreed to provide any other service to Customer pursuant to which Bank is authorized to transfer Excess Funds from the Account, (i) these Terms and Conditions shall prevail over the terms and conditions of such other service, and (ii) Bank shall not be in default as to such other service solely by reason of not initiating the transfer of Excess Funds under such other service.

**4. Credit Sweep Option**

a. As of the close of business on each Business Day, Bank will determine the amount of Excess Funds, if any. If Bank determines that there are Excess Funds, Bank will debit the Account and credit the Credit in an amount equal to the lesser of (i) the amount of Excess Funds or (ii) the outstanding principal balance of the Credit (a "Repayment Transaction"); provided, however, that Bank will not be required to initiate any Repayment Transaction in an amount less than a minimum sum mutually agreeable to Bank and Customer. Customer grants Bank a security interest in and right of set-off with respect to the Account for purposes of effecting Repayment Transactions.

b. As of the close of business on each Business Day, Bank will determine the Deficiency Amount, if any. If Bank determines that there is a Deficiency Amount, Bank will charge the Credit in an amount equal to the lesser of (i) the amount by which such available balance is less than the Target Balance or (ii) the amount which is available to be borrowed under the Credit (the lesser of such amounts being referred to as the "Loan Amount"), plus the amount of any fees and charges under the Credit, and credit the Account in an amount equal to the Loan Amount (a "Loan Transaction"); provided, however, that Bank will not be required to initiate any Loan Transaction in an amount less

than a minimum sum mutually established by Bank, and Bank will not be required to initiate any Loan Transaction if any default exists under any Credit Agreement or these Terms and Conditions or Bank is otherwise excused or prohibited under any Credit Agreement or applicable law from making an advance to Customer. In addition, Bank will not be required to initiate any Loan Transaction, and the Services hereunder shall immediately and automatically terminate without notice, if: (1) the Credit has matured or been terminated by Bank; (2) Customer has cancelled the Credit; or (3) Bank has demanded payment under the Credit.

c. If Bank has agreed to provide any other service to Customer pursuant to which Bank is authorized to transfer Excess Funds from the Account, (i) these Terms and Conditions shall prevail over the terms and conditions of such other service, (ii) Bank may initiate a Repayment Transaction or Loan Transaction under these Terms and Conditions in lieu of or prior to initiating the transfer of Excess Funds under such other service and (iii) Bank shall not be in default as to such other service solely by reason of not initiating the transfer of Excess Funds under such other service.

#### 5. General Terms Applicable to All Investment Options

a. If an Investment Sweep Option has been requested and agreed to by Bank, Customer authorizes Bank to transfer funds on a manual or automated basis to and from the demand deposit account ("DDA") and investment device selected by Customer. Funds will be transferred between the accounts so that: (i) to the extent funds are available in either account, Customer's DDA maintains an average collected balance equal to a pre-established balance ("Peg Balance"); and (ii) any collected funds in the DDA that exceed the Peg Balance are invested by Bank as directed by Customer in accordance with this Agreement. Amounts invested in money market mutual funds, including investment income, will be liquidated and credited back to the DDA as needed so that the average collected balance of Customer's DDA equals the Peg Balance. Amounts invested in other investment options, including interest or other investment income, will be credited back to the Investment Option account. Bank may limit the amount of excess collected funds that it will invest on behalf of Customer on any particular Business Day. Bank may also impose a maximum redemption amount to bring the DDA to the Peg Balance on a particular Business Day. If Customer's Investment Option is not available on a given Business Day, then all excess funds will remain in the DDA until the next Business Day.

b. Bank is authorized to execute as Agent for Customer all certificates of ownership and other instruments required by law or by contract. Bank shall not be accountable for errors in judgment but only for gross negligence or willful misconduct. Bank shall not be required to comply with any direction of Customer which in Bank's judgment, may subject it to liability or to defend or prosecute any suit or action unless indemnified in a manner and amount satisfactory to it.

c. Customer may, by written instrument executed by Customer and delivered to Bank, terminate this Service and withdraw from the account the principal and accumulated income upon paying all sums due to Bank and indemnifying Bank to its satisfaction against liabilities incurred in the administration of the account. (d) Bank will act as agent to invest on the order and for the benefit of Customer. The Services described herein are provided by Bank to Customer solely as bona fide treasury management services. Bank does not undertake any fiduciary obligation to Customer with respect to these services. Bank's duties to act for Customer hereunder are solely mechanical and administrative in nature.

#### 6. DDA Sweep

a. **Terms.** If Customer chooses to invest excess funds in a DDA Sweep Account, Customer and Bank agree that such DDA Sweep Account shall be governed by the terms of the PlainsCapital Bank DDA Sweep Agreement, to be entered into by and between Customer and Bank.

#### b. IMPORTANT DISCLOSURES REGARDING DDA SWEEP ACCOUNTS.

DEPOSITS IN DDA SWEEP ACCOUNTS ARE UNCONDITIONAL OBLIGATIONS AND DEPOSITS OF PLAINSCAPITAL BANK. DEPOSITS IN DDA SWEEP ACCOUNTS ARE INSURED BY THE FDIC UP TO APPLICABLE LIMITS.

#### 7. Repurchase Agreement Sweep

a. **Terms.** If Customer chooses to invest excess funds in repurchase agreements, Customer and Bank agree to be bound by the Master Repurchase Agreement with Bank. If Customer's investments in repurchase agreements exceed its typical investment amount on a given Business Day, Customer agrees to notify Bank by providing sufficient advance notice to allow Bank to adequately collateralize the investments. Bank will exercise reasonable efforts to invest the entire amount but cannot guarantee full investment under these circumstances. If Customer fails to notify Bank in advance or if Bank is unable to invest any or all of the additional funds in repurchase agreements, Customer agrees that Bank may be required to withhold or withdraw any interest that may have been previously paid.

#### b. IMPORTANT DISCLOSURES REGARDING REPURCHASE AGREEMENTS.

PLAINSCAPITAL BANK REPURCHASE AGREEMENTS ARE UNCONDITIONAL OBLIGATIONS OF PLAINSCAPITAL BANK. PLEASE NOTE THAT ONCE FUNDS ARE TRANSFERRED FROM YOUR ACCOUNT TO YOUR REPURCHASE AGREEMENT ACCOUNT, THEY ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION. THESE FUNDS ARE SECURED BY U.S. TREASURY, FEDERAL AGENCY, AND GOVERNMENT SPONSORED ENTERPRISE SECURITIES.

#### 8. PlainsCapital Bank Sweep

a. **Terms.** If Customer chooses to invest excess funds in a PlainsCapital Bank Sweep Account, Customer and Bank agree to be bound by the terms of the PlainsCapital Bank Sweep Agreement with Bank. Bank is authorized to sweep excess funds from Customer's DDA into overnight Eurodollar time deposits at the Cayman Islands branch of Bank. The minimum amount that may be swept pursuant to this option is \$100,000. Excess funds less than \$100,000 in a given Business Day will not be invested unless otherwise agreed by Bank. Earnings in Eurodollar investments shall be credited to Customer's PlainsCapital Bank Sweep Account on a monthly basis.

#### b. IMPORTANT DISCLOSURES REGARDING CAYMAN ISLAND DEPOSITS.

CAYMAN ISLAND DEPOSITS ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION. IN THE EVENT OF THE FAILURE AND LIQUIDATION OF BANK, THE PROCEEDS OF SUCH LIQUIDATION WILL BE APPLIED TO THE CAYMAN DEPOSIT, IF AT ALL, ONLY AFTER PAYMENT OF ALL INSURED AND UNINSURED DOMESTIC DEPOSITS OF BANK, AND THE CAYMAN DEPOSIT WILL SHARE IN ANY REMAINING PROCEEDS OF LIQUIDATION WITH OTHER NON-DOMESTIC DEPOSITS AND CERTAIN GENERAL CREDITORS OF BANK. CUSTOMER ASSUMES ALL RISK OF LOSS ARISING FROM ANY ACTION TAKEN WITH RESPECT TO THE CAYMAN DEPOSIT OR ANY SOVEREIGN OR MILITARY POWER (DE FACTO OR DE JURE).

#### 9. Mutual Fund Sweep

a. **Terms.** If Customer chooses the Mutual Fund sweep option, excess funds will be invested in the INVESCO AIM fund offered for this service. INVESCOAIM or related parties serve as investment advisor, custodian, transfer agent, and accounting services agent and receive compensation for such services as disclosed in the prospectus for the selected fund.

#### b. IMPORTANT DISCLOSURES REGARDING MUTUAL FUND SWEEPS.

FUNDS INVESTED IN THE MUTUAL FUND OPTION OFFERED BY PLAINSCAPITAL SECURITIES ARE NOT DEPOSITS, ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION, ARE NOT OBLIGATIONS OF, OR GUARANTEED BY, THE UNITED STATES GOVERNMENT OR ANY AGENCY OR INSTRUMENTALITY THEREOF, PLAINSCAPITAL BANK, OR ANY OF ITS AFFILIATES, AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING LOSS OF PRINCIPAL OF THE AMOUNT INVESTED. IN ADDITION, AN INVESTMENT IN A MONEY MARKET MUTUAL FUND IS NEITHER INSURED NOR GUARANTEED BY THE U.S.

GOVERNMENT AND THERE IS NO ASSURANCE THAT THE FUND WILL BE ABLE TO MAINTAIN A STABLE NET ASSET VALUE OF \$1.00 PER SHARE.

c. CUSTOMER ACKNOWLEDGMENTS.

BY ACCEPTING THIS SERVICE, CUSTOMER HEREBY ACKNOWLEDGES THAT IT HAS RECEIVED A COPY OF THE PROSPECTUS OF ANY DESIGNATED FUND AS WELL AS A COPY OF PLAINSCAPITAL SECURITIES BUSINESS CONTINUITY PLAN DISCLOSURE. CUSTOMER FURTHER ACKNOWLEDGES THAT THE MUTUAL FUND SWEEP IS OFFERED BY PLAINSCAPITAL SECURITIES LP, A WHOLLY OWED SUBSIDIARY OF BANK. PLAINSCAPITAL SECURITIES AND BANK ARE NOT PROVIDING ANY INVESTMENT ADVICE HEREIN TO CUSTOMER AND MAKES NO REPRESENTATION OR WARRANTY AS TO THE SUITABILITY OR SAFETY OF THE INVESTMENTS IN ANY FUND OFFERED UNDER THIS SERVICE.

## Instructions for Completing a Pledgee Agreement & Authorization List

Please retain a blank copy of the Pledgee Agreement for future use and a copy of the completed form for your records.

Please type or print in ink the following information in the appropriate sections of the form

- **Please list the name of your entity**, as it appears on your statements, on the blank line in the first sentence. (e.g. We, the “Town of Plainville”)
- **Pledgee number** is the four-character identifier that begins with an alpha character, is assigned by the Federal Reserve Bank, and can be found on your statement as the Institution ID. If this is a request to open a new account, please write “NEW”.
- **To allow substitution of collateral**, check the box **YES** to permit financial institutions that pledge collateral to you to replace or substitute collateral at the same or greater current value (par for par) without your having to approve each transaction:
  - Replacement collateral must be deposited the same day that the request to release the collateral is made. At no time are you at risk of being under-collateralized. No collateral will be released without a qualifying substitution or your approval.
  - FRB staff will calculate the current book value of the replacement collateral and ensure that it is of equal or greater value to the collateral it is replacing.
  - A Pledgee Activity statement will be sent to you as notification that a substitution has been completed.
- Select **NO** to approve each and every individual transaction.
- **Call-back procedure** refers to the number of Authorized Individuals who must approve a release of collateral. By checking the box for three-party call-back, you are indicating that one individual from your organization can initiate a collateral transaction and that same person can also verify the transaction. By checking the box for four-party call-back, you are indicating that two individuals from your organization are required for every approval: one individual can initiate the transaction but a second must verify it. (In both cases, the other two parties are Federal Reserve individuals.)
- **Name, title, signature, fax and telephone numbers** of each individual authorized to release securities pledged to this public entity and held in a joint custody account at the Federal Reserve Bank. This list will be used to verify the authenticity of instructions to release pledged securities. Please provide at least three names and as many additional people as you need to accommodate vacations, illness, turnover, etc. Please list them in the order you prefer they be contacted.

## Instructions for Completing a Pledgee Agreement

(page 2 of 2)

- **Signature, name, and title of the officer who is authorized** to designate the listed individuals. We recommend that the officer not be included on this list as one of the persons authorized to release securities. By signing this form, the officer authorizes the individuals listed to release pledged securities. This signature must be notarized.
- **Notary Information with seal** must be obtained to validate the authenticity of the signature of the approving officer.
- **Please Return the completed Pledgee Agreement to:**

Federal Reserve Bank of Boston  
600 Atlantic Avenue  
Boston, MA 02210  
Attn: Wholesale Operations/Joint Custody

Or fax toll-free to: 877-973-8972

If you have questions or require assistance, please call a customer support representative: 800-327-0147, option 4.

You can view Operating Circular 7 at the following web address:  
[www.frb services.org/OperatingCirculars/pdf/Oc7.pdf](http://www.frb services.org/OperatingCirculars/pdf/Oc7.pdf)

# Pledgee Agreement Form

To: **Federal Reserve Bank of Boston**  
600 Atlantic Avenue  
Boston, MA 02210  
Attn: **Wholesale Operations/Joint Custody**

Tel: 800-327-0147, Option #4  
Fax: 877-973-8972

Date: \_\_\_\_\_

We, the \_\_\_\_\_ agree to the terms of **Appendix C** of your *Operating Circular 7*, dated August 19, 2005, as it may be amended from time to time with respect to the account on your books designated \_\_\_\_\_ (4 digit alpha-numeric account number)

We further agree that you may accept par for par substitutions: securities from the Pledgor as a replacement of, or in substitution for, those securities presently held (please check one):

NO (Instructions required for each withdrawal)

YES (Standing approval)

Provided that the replacement or substitution does not reduce the aggregate par amount of securities held in custody for us. (See *Operating Circular 7, Appendix C, Section 4.3.*)

We authorize you to use the following call-back procedure for securities transactions pertaining to this account (please check one):

Three-party call-back

Four-party call-back

We certify that the individuals listed below may take authoritative action on our behalf with respect to the account, including a direction to release collateral from the account. You may rely on the authority of these individuals with respect to the account until we otherwise notify you.

Telephone: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Fax: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Fax: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Fax: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Pledgee Agreement  
(page 2 of 2)

Telephone: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Fax: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The Undersigned hereby certifies that he/she is the present lawful incumbent of the designated public office.

**Pledgee**

\_\_\_\_\_  
Name of governmental unit

\_\_\_\_\_  
Street Address or P.O Box Number

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Official Signature/ **Date**

\_\_\_\_\_  
Printed Name and Title

**Notary**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally appeared \_\_\_\_\_, to me personally known or satisfactorily proven, who by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, in the City of \_\_\_\_\_, in the State of \_\_\_\_\_, that he/she is the \_\_\_\_\_ [Title] of \_\_\_\_\_ and that he/she executed this document on behalf of \_\_\_\_\_ before me.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print name of Notary)

My commission expires on \_\_\_\_\_ [Date]

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Item 3A

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  3A  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  12/12/13  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  12/18/13  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2013 -61 – APPROVAL OF RANKING FOR ENGINEERING AND GEOTECHNICAL FIRMS FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT AND AUTHORIZATION FOR STAFF TO NEGOTIATE WITH SELECTED FIRMS.**
  
2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No  
  
Approval of the ranking for Engineering and Geotechnical firms the International Bridge Trade Corridor Project and authorization for staff to negotiate with the selected firms.
  
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 2013 - 61 – Approval of ranking for Engineering and Geotechnical firms for the International Bridge Trade Corridor Project and authorization for staff to negotiate with selectd firms.**
  
6. Program Manager’s Recommendation:      Approved      Disapproved   X   None
  
7. Technical 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



# Memorandum

To: Dennis Burleson, Chairman  
From: Pilar Rodriguez, PE, Executive Director  
Date: December 12, 2013  
Re: **Approval of ranking for Engineering and Geotechnical Services for the IBTC Project**

---

## **Background**

At the October 16, 2013 regular meeting, the Hidalgo County Regional Mobility Authority (HCRMA) Board of Directors approved the use and members of the Technical Committee to rate, rank and recommend a short list for Engineering, Surveying and Geotechnical services for the International Bridge Trade Corridor (IBTC) Project. On November 20, 2013, the HCRMA Board of Directors short listed the follow firms in the disciplines noted:

### Engineering

- TEDSI Infrastructure Group
- S&B Infrastructure
- Halff & Associates
- L&G Engineering
- Unitech Consulting Engineers

### Geotechnical Engineers

- L&G Engineering
- Terracon
- Raba Kistner

## **Goal**

The Board of Director has directed staff to schedule formal interviews of the noted firms. As a result of the formal interviews, staff is requesting that the Board of Directors rank and select firms to negotiate with for Engineering and Geotechnical Services for the IBTC Project.

A ranking matrix score sheet is attached for each Board member to rank the Engineering and Geotechnical firms. The individual score sheets will be tallied together to determine the final ranking.

## **Options**

The Board of Directors could chose to not select firms and defer action to a future agenda.

## **Recommendation**

Based on review by this office, **approval of Resolution 2013-61– Approval of ranking for Engineering and Geotechnical firms for the International Bridge Trade Corridor Project is recommended as determined by the Board of Directors.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2013 – 61

APPROVAL OF RANKING FOR ENGINEERING AND  
GEOTECHNICAL FIRMS FOR THE INTERNATIONAL BRIDGE  
TRADE CORRIDOR PROJECT AND AUTHORIZATION FOR STAFF  
TO NEGOTIATE WITH SELECTED FIRMS

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

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

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

WHEREAS, 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, Resolution 2013-41 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 the International Bride Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Engineering and Geotechnical Services and has recommended a short list of firms to be interviewed by 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 L&G Laboratories, Terracon and Raba Kistner for Geotechnical Services; and

WHEREAS, the Board of Directors will formally interview all the short listed firms for Engineering and Geotechnical Services for the International Bridge Trade Corridor Project, determine a final ranking and authorize HCRMA Staff to negotiate with the top ranked firm(s);

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 Engineering and Geotechnical firms for the International Bridge Trade Corridor Project, which are firms ranked as 1 through 5 for Engineering Services, firms ranked 1 through 3 for Geotechnical Service and hereto attached as Exhibit A.

Section 3. The Board authorizes HCRMA staff to negotiate with \_\_\_\_\_ for Engineering Services and \_\_\_\_\_ for Geotechnical Services.

Section 4. Upon successful negotiation by HCRMA Staff, the professional service agreement for Engineering and Geotechnical 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 18th day of December, 2013, at which meeting a quorum was present.

---

Dennis Burleson, Chairman

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Ricardo Perez, Secretary/Treasurer

Exhibit A

Final Engineering and Geotechnical  
Ranking  
For  
International Bridge Trade Corridor  
Project

FINAL RANKING FOR ENGINEERING SERVICE FOR THE  
INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT

December 18, 2013

Instructions: Please rank firms from highest to lowest, with a ranking of 1 being the highest and 5 being the lowest.

**RANKING**

TEDSI Infrastructure Group \_\_\_\_\_

S&B Infrastructure \_\_\_\_\_

Halff & Associates \_\_\_\_\_

L&G Engineering \_\_\_\_\_

Unitech Consulting Engineers \_\_\_\_\_

FINAL RANKING FOR GEOTECHNICAL SERVICE FOR  
THE INTERNATIONAL BRIDGE TRADE CORRIDOR  
PROJECT

December 18, 2013

Instructions: Please rank firms from highest to lowest, with a ranking of 1 being the highest and 3 being the lowest.

**RANKING**

L&G Engineering

\_\_\_\_\_

Terracon

\_\_\_\_\_

Raba Kistner

\_\_\_\_\_

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**Item 3B**

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  3B  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u> 12/12/13 </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u> 12/18/13 </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2013-63 – APPROVAL OF WORK AUTHORIZATION NUMBER 2 TO PROFESSIONAL SERVICE AGREEMENT WITH S&B INFRASTRUCTURE FOR FINAL PLANS, SPECIFICATIONS AND ESTIMATES FOR STATE HIGHWAY 365 PROJECT FROM US 281/MILITARY HIGHWAY TO MCCOLL ROAD.**

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

Approval of Work Authorization No. 2 to Professional Service Agreement with S&B Infrastructure to provide final plans, specifications and estimates for the State Highway 365 Project from US 281/Military Highway to McColl Road in the amount of \$3,611,450.16.

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

Approved maximum payable fee	\$4,714,339.28
<u>Approved Work Authorizations 1</u>	<u>\$ 887,287.51</u>
Maximum fee balance	\$3,830,051.77
Total authorized for WA 1	\$ 887,287.51
<u>Payments to date for WA 1</u>	<u>(\$ 700,999.34)</u>
Work Authorization balance	\$ 186,288.17

Proposed Work Authorization No. 2:

<b>SH 365 Final PS&amp;E McColl to US 281/Military Highway</b>	<b><u>\$3,611,450.28</u></b>
<b>Total Proposed Work Authorization No. 2</b>	<b><u>\$3,611,450.28</u></b>

Maximum Payable Fee Balance after WA 1 & 2 \$ 218,601.49

5. Staff Recommendation: **Motion to approve Resolution 2013-63 - Approval of Work Authorization Number 2 to the Professional Service Agreement with S&B Infrastructure for final PS&E for SH 365 from McColl Road to US 281/Military Highway in the amount of \$3,611,450.28.**

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

7. Planning Committee's Recommendation:   X   Approved      Disapproved      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



# Memorandum

To: Dennis Burleson, Chairman  
From: Pilar Rodriguez, PE, Executive Director  
Date: December 12, 2013  
Re: **Approval of Work Authorization Number 2 to Professional Service Agreement with S&B for final PS&E for SH 365 from McColl Road to US 281/Military Highway**

---

## **Background**

On October 27, 2011, the Hidalgo County Regional Mobility Authority (HCRMA) Board of Directors awarded a professional serviced agreement to S&B Infrastructure in the maximum payable amount of \$4,363,952.78. The design services awarded are to provide plans, specifications and estimates for SH365 SH 336 (10th Street) to FM 3072 (Dicker Road). Subsequently, the HCRMA has awarded Work Authorization No. 1 in the amount of \$887,287.51. On November 21, 2012, the HCRMA Board of Directors amended and restated S&B's professional service agreement to amend the project limits from McColl Road to US 281/Military Highway, add DBE/HUB reporting requirements and increased the maximum to payable amount to \$4,714,339.28.

## **Goal**

As part of the State Highway 365 Project, final plans, specifications and estimates will need to be prepared to meet the Texas Department of Transportation (TxDOT) August 2016 deadline to begin construction for the project.

Staff is proposing Work Authorization No. 2 to the Professional Service Agreement with S&B Infrastructure to provide the final plans, specifications and estimates for the project. Staff has negotiated a fee of \$3,611,450.28 to perform the work. The work is proposed to be completed by December 2014.

## **Options**

Work Authorization No. 2 may be disapproved and the work deferred to a later date, however, the required construction deadline of August 2016 will not be achieved.

## **Recommendation**

Based on review by this office, **approval of Resolution 2013-63 – Approval of Work Authorization Number 2 to the Professional Service agreement with S&B Infrastructure in the amount of \$3,611,450.28 is recommended.**

Additionally, at the December 11, 2013 meeting, the Planning Committee recommended approval of Work Authorization Number 2 in the amount of \$3,611,450.28.

With approval of Work Authorization Number 2, the final design work will be completed with a fee balance of \$218,601.49 under the maximum payable amount awarded.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2013 – 63

APPROVAL OF WORK AUTHORIZATION NUMBER 2 TO  
PROFESSIONAL SERVICES AGREEMENT WITH S&B INFRASTRUCTURE  
FOR FINAL PLANS, SPECIFICATIONS AND ESTIMATES FOR STATE  
HIGHWAY 365 PROJECT FROM McCOLL ROAD TO US 281/MILITARY  
HIGHWAY

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

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

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

WHEREAS, on April 13, 2011, the Authority awarded a professional service agreement for engineering services to S&B Infrastructure (the “Consultant”) for design work, including plans, specifications, and estimates, for the Trade Corridor Connector (“SH 365 TCC”) and on May 2, 2012, by Resolution 2012-11, the Authority amended and restated that agreement (the “Amended and Restated Agreement”) in the maximum payable amount of \$4,363,952.78; and

WHEREAS, pursuant to Resolution 2012-11, the Authority approved Work Authorization Number 1 under the Amended and Restated Agreement in the amount of \$887,287.51; and

WHEREAS, on November 21, 2012, the Authority Amended and Restated the professional service agreement with the Consultant to perform plans, specifications and estimates for the revised State Highway 365 (SH 365) project limits from East of McColl Road (Project Station 986+00) to US 281/Military Highway and to revise the DBE/HUB reporting requirements in the amount of \$350,386.28. The Consultants maximum payable amount was revised from \$4,363,952.78 to \$4,714,339.28 and Work Authorization Number 1 remained in the amount of \$887,287.51; and

WHEREAS, HCRMA Staff has negotiated Work Authorization Number 2 to the Professional Service Agreement with S&B Infrastructure in the amount of \$3,611,450.28 for final plans, specifications and estimates for the SH 365 Project from McColl Road to US 281/Military Highway; and

WHEREAS, the Authority has determined it is necessary to approve Work Authorization Number 2 to the Professional Service Agreement with S&B Infrastructure in the amount of \$3,611,450.28;

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

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

Section 2. The Board hereby approves Work Authorization Number 2 attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Work Authorization Number 2 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 18<sup>th</sup> day of December, 2013, at which meeting a quorum was present.

---

Dennis Burleson, Chairman

---

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION NUMBER 2  
TO  
AMENDED AND RESTATED PROFESSIONAL SERVICE AGREEMENT WITH  
S&B INFRASTRUCTURE DATED APRIL 13, 2011 AND MAY 2, 2012

**WORK AUTHORIZATION NO. 2**

**WORK AUTHORIZATION NO. 2**

**ATTACHMENT D-1  
WORK AUTHORIZATION NO. 2  
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 preliminary 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 **\$3,611,450.16** and the method of payment is **Lump Sum** as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer’s estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

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

**PART IV.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2014, 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”.

**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

**WORK AUTHORIZATION NO. 2**

**EXHIBIT A**

**SERVICES TO BE PROVIDED BY THE  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)**

**WORK AUTHORIZATION NO. 2**  
**EXHIBIT A**  
**SERVICES TO BE PROVIDED BY THE HIDALGO COUNTY REGIONAL MOBILITY**  
**AUTHORITY (HCRMA)**

**GENERAL**

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

**PS&E**      P.S. & E. Development

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

1. Authorization to begin work.
2. Timely payment for work performed by the **Engineer** and accepted by the **HCRMA** 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 **HCRMA** 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 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.

**ROUTE AND DESIGN STUDIES (FC 110)**

The **HCRMA** will provide the following:

1. Survey of the final borehole locations and provide files to the **Engineer**.
2. Approval of the Geotechnical Study.

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

The **HCRMA** will provide the Final Environmental Document and all mitigation requirements 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 **HCRMA** 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:  
**HCRMA/TxDOT** 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 **HCRMA** will provide the following:

Deliverables:

1. Survey Control Data Sheets signed and sealed by a RPLS on mylar 11X17 sheets.
2. One Hard Copy of Field Surveying Book
3. All survey information required for the development of the PS&E for the project.

#### **DRAINAGE (FC 161)**

The **HCRMA** will provide the following:

1. Timely review/approval of the Hydraulic Study.
2. IBWC License agreement for the Main floodway improvements and levee relocations.

#### **MISCELLANEOUS ROADWAY (FC 163)**

The **HCRMA** 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 **HCRMA** will provide the following:

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

**WORK AUTHORIZATION NO. 2**  
**Exhibit “B”**  
**SCOPE OF SERVICES TO BE PROVIDED**  
**BY THE ENGINEER**

**WORK AUTHORIZATION NO. 2**  
**Exhibit “B”**  
**SCOPE OF 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 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/HCRMA: Hidalgo County

CSJ number: 3627-01-001 (currently assigned from FM 1016 to Fm 3072)

Project/Description: PS&E Design for SH365 – From McColl Road to US 281 Military Highway

Length: 5.86 Miles Sta 987+00 to Sta 1296+50

Highway: SH365- Trade Corridor Connector (TCC) (Segment # 2)

Limits: (See Location Map Attached Labeled Attachment B-1)

**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
- 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)

## ROUTE AND DESIGN STUDIES

(Task 110)

Services

Provided By:

Engineer HCRMA

- ~~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 coordinating 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 HCRMA Board (Board Members) shall be in attendance.
- ~~YES~~ ~~YES~~ 7. ~~Design Schematic (2 lane to 4 lane modification)~~
- ~~YES~~ ~~NO~~ 8. ~~Preliminary Right of Way Requirements~~
- ~~YES~~ ~~NO~~ 9. ~~Soil Core Hole Drilling~~  
a. ~~Pavement~~  
b. ~~Retaining Walls~~  
c. ~~Miscellaneous Structures~~  
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 - Modify for 4 Lane Facility)~~  
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 HCRMA

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 HCRMA (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

- |                |                |    |   |
|----------------|----------------|----|---|
| <del>YES</del> | <del>NO</del>  | a. | Compensable Utility Agreements and exhibits for Utility Agreements  |
| <del>NO</del>  | <del>NO</del>  | b. | Railroad Agreements   |
|                |                | c. | Railroad Exhibits   |
| <del>N/A</del> | <del>N/A</del> | 1. | Railroad Underpasses  |
| <del>N/A</del> | <del>N/A</del> | 2. | Railroad Overpasses   |
| <del>N/A</del> | <del>N/A</del> | 3. | Railroad Grade Crossing (Re planking)   |
| <del>N/A</del> | <del>N/A</del> | 4. | Railroad Grade Crossing Warning Systems (Signals)   |
| <del>N/A</del> | <del>N/A</del> | 5. | Other Miscellaneous Sketches for Railroads  |
| <del>YES</del> | <del>NO</del>  | d. | Traffic Signal Agreements (Pending warrant analysis) and required exhibits.   |
| <del>YES</del> | <del>NO</del>  | 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 USBWC 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 HCRMA   |
|                |                | 3. | USFW Concurrence letter from HCRMA  |
|                |                | 4. | US Army Corp of Engineers concurrence letter from HCRMA   |
|                |                | 5. | Scour Analysis provided by the engineer   |
| <del>NO</del>  | <del>YES</del> | 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.  |
| <del>YES</del> | <del>NO</del>  | g. | Exhibit for airway/highway clearance permits for FAA  |
| <del>YES</del> | <del>NO</del>  | h. | USACE exhibits and permits for structures that impact waters of the US and wetlands. (Fee based on 2 projected impacts)   |

**SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT**

(Task 120)

Services

Provided By:

Engineer HCRMA

1. **Public Involvement**

- ~~YES~~ ~~NO~~ a. ~~Technical assistance in the preparation of public meeting(s)/hearing(s), and exhibit preparation.~~
- ~~YES~~ ~~NO~~ b. ~~Assist the Environmental Consultant to respond to technical questions received during the Public Meeting/Hearing.~~
- ~~YES~~ ~~NO~~ c. ~~Conduct stakeholder outreach meetings and prepare summaries of said meetings to provide to HCRMA~~
- ~~YES~~ ~~NO~~ d. ~~Assist the Environmental Consultant in developing the PowerPoint presentation for the Public Meeting/Hearing.~~
- ~~YES~~ ~~NO~~ 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 HCRMA. The permits if required shall be obtained by the HCRMA.
- ~~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).~~

## RIGHT-OF-WAY/UTILITY DATA

(Function Code 130)

Services  
Provided By:  
Engineer HCRMA

1. ~~Right of Way Map~~
  - ~~YES~~ ~~NO~~ a. ROW Map submitted by the Surveyor to the HCRMA 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.
2. ~~Utility Adjustments (All utilities are Compensable 100% for Non Permitted and 50% for Permitted)~~
  - ~~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, HCRMA 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 HCRMA 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 HCRMA's signature to TxDOT that all utilities have been adjusted/or a timeline of adjustment.
3. ~~Design of Compensable Utilities~~
  - a. ~~Irrigation Structures~~
    - ~~1. Parallel~~
    - ~~2. Perpendicular Crossings / Siphons~~
    - ~~3. Irrigation Canals~~
  - ~~N/A~~ ~~NO~~ b. ~~Various Pipelines~~

## FIELD SURVEYING

(Task 150)

Services

Provided By:

Engineer HCRMA

### 1. ~~Field Survey~~

- ~~YES~~ ~~NO~~ a. ~~Coordinate with Surveyor to obtain DTM data on voids and missing areas~~
- ~~YES~~ ~~NO~~ b. ~~Coordinate with Surveyor to obtain outfall design surveys~~
- ~~YES~~ ~~NO~~ c. ~~Coordinate with Surveyor to obtain utility company field ties~~
- ~~YES~~ ~~NO~~ d. ~~Coordinate with Surveyor to provide final alignment for the preparation of the ROW Map~~
- ~~YES~~ ~~NO~~ e. ~~Coordination with Surveyor to tie down geotechnical borings~~
- ~~YES~~ ~~NO~~ f. ~~Coordination with Surveyor to stake centerline of proposed mainlanes~~

## ROADWAY DESIGN

(Task 160)

Services

Provided By:

Engineer HCRMA

- YES    NO
- YES    NO
1. Geometric Design
- a. Horizontal and Vertical Alignment
- 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 HCRMA 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 HCRMA 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
- YES    NO
4. ~~Pavement Design~~
- ~~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 HCRMA

- ~~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.
- ~~YES~~ ~~NO~~ e. 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

## DRAINAGE

(Task 161)

Preliminary hydraulic design of all drainage structures (bridge waterways, culverts, storm sewers, channels) shall be submitted to the HCRMA 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 HCRMA 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 HCRMA and TxDOT.

Services  
Provided By:  
Engineer HCRMA

- |            |           |    |  |
|------------|-----------|----|--|
| <u>YES</u> | <u>NO</u> | 1. | Hydrologic Studies, Discharges   |
|            |           | a. | Drainage area maps showing existing conditions and proposed drainage structure improvements.         |
| <u>YES</u> | <u>NO</u> | b. | Hydrologic data/discharge determination  |
|            |           | 2. | Hydraulic Drainage Study and Documentation   |
|            |           | a. | Hydraulic computations   |
| <u>YES</u> | <u>NO</u> | 1. | Storm water detention available within the ROW   |
| <u>YES</u> | <u>NO</u> | 2. | Storm water detention required outside the ROW (as per HCDD#1)                                       |
| <u>YES</u> | <u>NO</u> | 3. | Culverts   |
| <u>YES</u> | <u>NO</u> | 4. | Bridge waterways   |
| <u>YES</u> | <u>NO</u> | 5. | Channels   |
| <u>YES</u> | <u>NO</u> | 6. | Storm sewers/inlets  |
| <u>YES</u> | <u>NO</u> | b. | Federal Emergency Management Agency (FEMA) floodplain coordination requirements                      |
| <u>YES</u> | <u>NO</u> | 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 (6 Cross-Drainage Culverts)   |
| <u>YES</u> | <u>NO</u> | 1. | New culverts   |
| <u>YES</u> | <u>NO</u> | 2. | Culvert widening and/or lengthening  |
| <u>YES</u> | <u>NO</u> | 3. | Culvert replacements   |
|            |           | b. | Storm sewers   |
| <u>YES</u> | <u>NO</u> | 1. | New storm sewers   |
| <u>YES</u> | <u>NO</u> | 2. | Modify existing storm sewers   |
| <u>YES</u> | <u>NO</u> | 3. | Inlets   |
| <u>YES</u> | <u>NO</u> | 4. | Manholes   |
| <u>YES</u> | <u>NO</u> | 5. | Trunk lines  |
| <u>YES</u> | <u>NO</u> | c. | Levees   |
| <u>YES</u> | <u>NO</u> | d. | Retaining Wall drainage  |
| <u>YES</u> | <u>NO</u> | e. | Outfall channel(s) within the ROW  |
| <u>YES</u> | <u>NO</u> | f. | Outfall channel(s) outside the ROW   |
| <u>YES</u> | <u>NO</u> | g. | Detention Pond(s) within the ROW (as needed)   |
| <u>YES</u> | <u>NO</u> | h. | Detention Pond(s) outside the ROW (as needed)  |
| <u>YES</u> | <u>NO</u> | i. | Summary of Quantities  |
| <u>YES</u> | <u>NO</u> | 4. | Storm Water Pollution Prevention Plan (SW3P)   |
| <u>YES</u> | <u>NO</u> | 5. | Scour Evaluation and floodway hydraulic modeling and report for SH 365 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 HCRMA

- |            |           |    |   |
|------------|-----------|----|---|
| <u>YES</u> | <u>NO</u> | 1. | <del>Preliminary Signing and Pavement Markings (Conducted at the Schematic Level)<br/>The schematic layout in addition to the roadway related features will show:<br/>a. The number of lanes in each section of proposed highway and the location of changes in numbers of lanes<br/>b. The projected traffic volumes as provided by the HCRMA (20 year traffic projection)<br/>c. Proposed ROW lines<br/>d. Arrows with direction of traffic flow on all roadways<br/>e. Location of Large Ground Mounted Signs and their message<br/>f. Location of Large Bridge Mounted Signs and their message<br/>g. Location of Trailblazer Signs (type D) and their message</del>  |
| <u>YES</u> | <u>NO</u> | 2. | Signing and Pavement Markings Layouts (Conducted at the PS&E Level & Individual sheets for Signing and Pavement Markings are Anticipated to be Required)  |
| <u>YES</u> | <u>NO</u> | a. | Boring Logs needed for design of sign foundations   |
| <u>YES</u> | <u>NO</u> | b. | General Requirements <ul style="list-style-type: none"><li>• Prepare General Notes for Signing and Pavement Markings</li><li>• Prepare governing specifications and provisions</li><li>• Prepare Cost Estimate</li><li>• Select TxDOT standard sheets</li></ul>   |
|            |           | c. | Signing and Pavement Markings Layouts (1"=100' scale) <ul style="list-style-type: none"><li>• Legend with symbols</li><li>• Center line with station numbering</li><li>• ROW lines</li><li>• Culverts and other structures that present a hazard to traffic</li><li>• Location of utilities, if not shown on plan and profile</li><li>• Existing signs to remain, to be removed, to be relocated</li><li>• Proposed small signs (illustrated and numbered)</li><li>• Proposed Large ground mounted signs indicating location by plan layout</li><li>• Proposed large overhead mounted signs indicating location by plan layout</li><li>• Proposed pavement markings (illustrated and quantified)</li><li>• Quantities of existing pavement markings to be removed</li><li>• Proposed delineators and object markers</li><li>• Quantities table with each pavement marking type quantified</li></ul> |
| <u>YES</u> | <u>NO</u> | d. | Summary of Small Signs Tabulation Sheets  |
| <u>YES</u> | <u>NO</u> | e. | Summary of Large Signs Tabulation Sheets (includes all Guide Signs)   |
| <u>YES</u> | <u>NO</u> | f. | Sign Panel Detail Sheets <ul style="list-style-type: none"><li>• All signs not covered by the Texas MUTCD</li><li>• Design details for large guide signs</li><li>• Dimensions of letters, shields, borders, corner radii etc.</li><li>• Designation of shields attached to guide signs</li><li>• Designation of arrow used on exit direction signs</li></ul>  |

Services  
 Provided By:  
Engineer HCRMA

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

YES      NO

3. Conduct Traffic Signal Warrant Studies (5 Locations)

- a. Location Map: Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
- b. Photographs in the vicinity of the signal under consideration
- c. Accident data for the past four years at the proposed interchange locations
- d. Vehicle volumes
- Existing
  - Estimated
  - Projected
  - Pedestrian
- e. Warrant Analysis and Assessment
- f. Recommendations

YES      NO  
NO      YES

YES      NO  
NO      YES  
NO      YES  
NO      NO  
YES      NO  
YES      NO

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 HCRMA

<u>YES</u>	<u>NO</u>	1.	Preliminary Roadway Illumination Requirements
		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
<u>YES</u>	<u>NO</u>	2.	Final Roadway Illumination Design (Safety Lighting)
<u>YES</u>	<u>NO</u>	a.	Geotechnical Report with Boring Logs required for foundation design
<u>YES</u>	<u>NO</u>	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
<u>YES</u>	<u>NO</u>	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
<u>YES</u>	<u>NO</u>	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
<u>YES</u>	<u>NO</u>	e.	Continuous Illumination and/or high-mast
<u>YES</u>	<u>NO</u>	f.	Quantities Summary Table
<u>YES</u>	<u>NO</u>	g.	Electrical Service Summary Sheet
<u>NO</u>	<u>NO</u>	h.	Continuous Illumination Design
<u>YES</u>	<u>NO</u>	i.	Continuous Illumination Design Study
		3.	Retaining Walls
		a.	Structural Details
<u>NO</u>	<u>NO</u>	1.	Cast-in-Place Cantilever.
<u>NO</u>	<u>NO</u>	2.	Tieback Retaining Wall.
<u>NO</u>	<u>NO</u>	3.	Specialized Retaining Wall.

Services  
 Provided By:  
 Engineer HCRMA

- |            |           |    |   |
|------------|-----------|----|---|
| <u>YES</u> | <u>NO</u> | b. | Alternate Patented Retaining Walls at <u>all</u> locations. (Layouts Only)  |
| <u>NO</u>  | <u>NO</u> |    | 1. Mechanically Stabilized Earth  |
|            |           |    | 2. Concrete Block Wall Systems  |
| <u>YES</u> | <u>NO</u> | 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  |
| <u>YES</u> | <u>NO</u> | 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.  |
| <u>YES</u> | <u>NO</u> | e. | Foundation Studies. The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments.  |
| <u>YES</u> | <u>NO</u> | f. | Slope Stability Analysis.   |
| <u>YES</u> | <u>NO</u> | g. | Embankment Foundation Stability Analysis  |
| <u>YES</u> | <u>NO</u> | h. | Embankment Settlement Analysis  |
| <u>YES</u> | <u>NO</u> | i. | Estimate  |
| <u>YES</u> | <u>NO</u> | j. | Summary of Quantities   |
| <u>YES</u> | <u>NO</u> | k. | Typical cross section.  |
| <u>YES</u> | <u>NO</u> | 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.   |
| <u>YES</u> | <u>NO</u> | 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  
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Engineer HCRMA

- 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
- a. Erosion Control
  - b. Hardscape Development (Aesthetics for concrete structures - form liners at bridge, caps columns bents and retaining walls)
  - c. Levee Relocation and Design – Provide typical sections, plan and profile sheets, and quantity calculations
6. Compute and Tabulate Quantities along with Preliminary Cost Estimate
- a. Submit Preliminary Cost Estimates at 60% and 100%.
7. Specifications, Special Provisions, Special Specifications, Construction Time Shedule
- 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.
  - b. Prepare a Construction Time Schedule
- ~~8. Tolling Infrastructure~~
- ~~a. From the Preliminary Tolling Gantry locations identified by the HCRMA 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 HCRMA.~~

## BRIDGE DESIGN

(Task 170)

Services  
 Provided By:  
 Engineer HCRMA

			<u>NUMBER REQUIRED</u>
		1. Preparation of Structural Details	
		a. New Structures	
<u>NO</u>	<u>NO</u>	1. Underpass	<u>0</u>
<u>YES</u>	<u>NO</u>	2. Overpasses (Jackson Rd, I Rd, US 281, Dicker Rd, Anaya Rd, Hi Line Rd)	<u>12</u>
<u>N/A</u>	<u>N/A</u>	3. Main Lanes	<u>0</u>
<u>N/A</u>	<u>N/A</u>	4. Direct Connector(s)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	5. Ramp Bridge(s)	<u>0</u>
<u>YES</u>	<u>NO</u>	6. Waterway Structure(s) (Pharr San Juan Canal)	<u>3</u>
<u>N/A</u>	<u>N/A</u>	7. Pedestrian Structure(s)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	8. Utility Structure(s)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	9. Railroad Underpass (es)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	10. Railroad Overpass (es) (FM 1016/UP, UP)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	11. Bridge Classification Culvert(s)**	<u>0</u>
<u>N/A</u>	<u>N/A</u>	12. Alternate Structural Designs	<u>0</u>
<u>N/A</u>	<u>N/A</u>	13. Alternate Foundation Design	<u>0</u>
		<b>Total New Structures =</b>	<b><u>15</u></b>
		b. Existing Structure(s)	<u>0</u>
<u>NO</u>	<u>NO</u>	1. Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	<u>0</u>
<u>NO</u>	<u>NO</u>	2. Bridge Replacement	<u>0</u>
<u>NO</u>	<u>NO</u>	3. Raising Bridge Elevation	<u>0</u>
<u>NO</u>	<u>NO</u>	4. Bridge Classification Culvert (s) Widening and/or Modification of Existing Structures (s)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	5. Railroad Overpass (es)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	6. Railroad Underpass (es)	<u>0</u>
		<b>Total Existing Structures =</b>	<b><u>0</u></b>

\*\* 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.

Services  
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Engineer HCRMA

- |                       |                      |               |  |
|-----------------------|----------------------|---------------|--|
| <u>YES</u>            | <u>NO</u>            | 2.            | Preparation of Bridge Layouts<br>The Engineer will prepare the bridge layouts in compliance with the latest TxDOT Pharr District bridge layout checklist.  |
| <del><u>YES</u></del> | <del><u>NO</u></del> | <del>3.</del> | <del>Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)</del>   |
| <u>YES</u>            | <u>NO</u>            | 4.            | Foundation Studies<br>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.  |
| <u>YES</u>            | <u>NO</u>            | 5.            | Bridge Total Quantities and Cost Estimates (each bridge)   |
| <u>YES</u>            | <u>NO</u>            | 6.            | Bridge Special Provisions and Specifications (each bridge)   |
| <u>YES</u>            | <u>NO</u>            | 7.            | Bearing seat elevations for each girder. Top of cap elevations for non-girder type structures.   |
| <u>YES</u>            | <u>NO</u>            | 8.            | General Guidelines for Bridge Design<br>a. The engineer shall prepare a bridge layout of each bridge structure for HCRMA and TxDOT's review and approval. The bridge layout shall be in conformance with the latest TxDOT's requirements.<br>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.<br>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.<br>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.<br>e. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the Engineer at no cost to the HCRMA. |

## PROJECT MANAGEMENT

(Task 164)

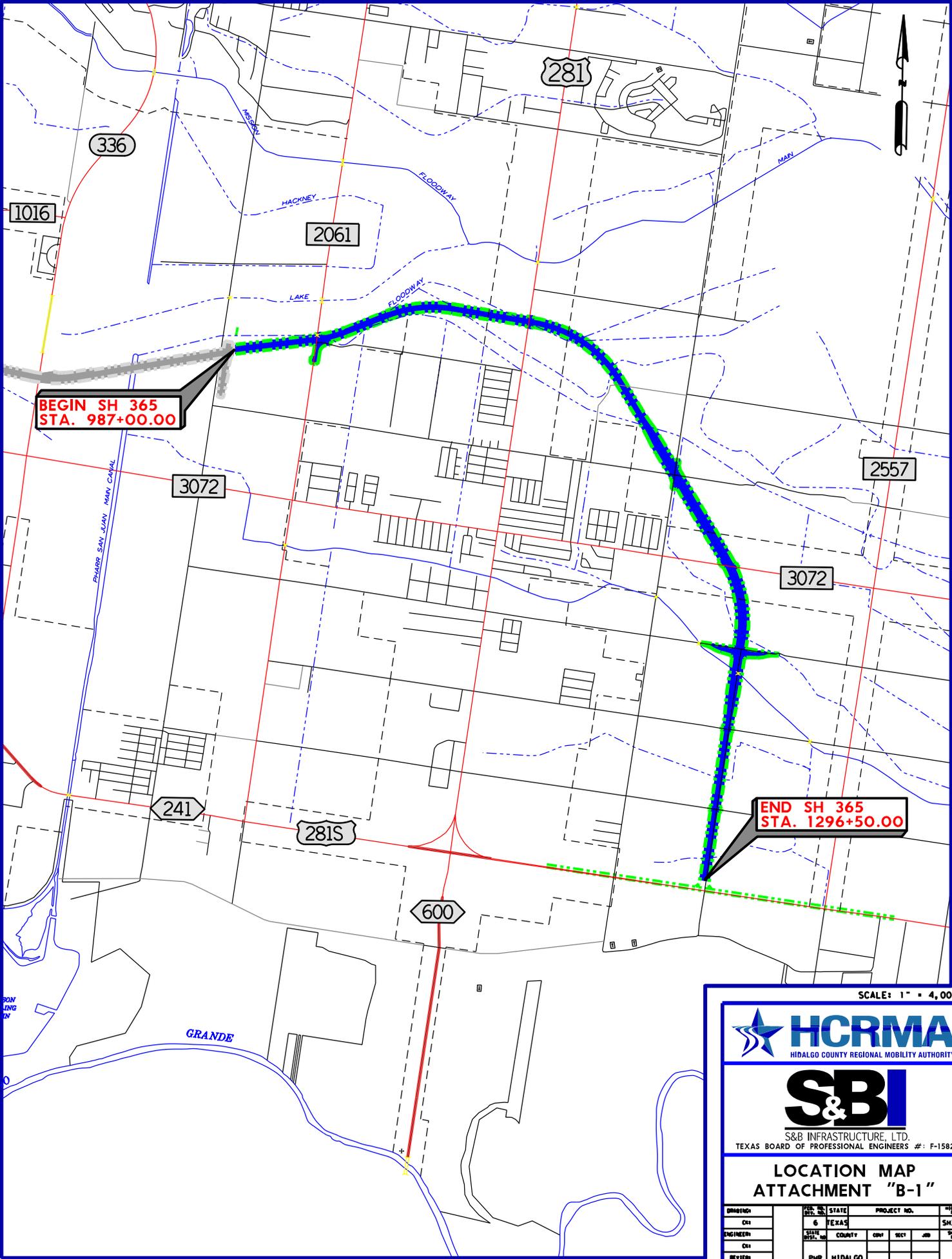
Services  
Provided By:  
Engineer HCRMA

- |            |            |    |  |
|------------|------------|----|--|
| <u>YES</u> | <u>YES</u> | 1. | <p>Meetings<br/>Meetings will be held with the HCRMA, as needed or required by the HCRMA (4 meetings identified). The engineer shall coordinate through the HCRMA for the development of this project with any local entity having jurisdiction or interest in the project (i.e. HCRMA, county, etc).</p>  |
| <u>YES</u> | <u>YES</u> | 2. | <p>Project Manager/Engineer Communication<br/>Engineer shall comply with all requirements as stated by HCRMA and to TxDOT guidelines. Engineer shall provide a monthly progress schedule to HCRMA</p>  |
| <u>YES</u> | <u>YES</u> | 3. | <p>Quality Assurance/ Quality Control<br/>The Engineer shall perform quality assurance and quality control (QA/QC) on all deliverables associated with this project as follows:</p> <ul style="list-style-type: none"><li>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.</li><li>b. Peer review will be provided at all levels.</li><li>c. An independent engineer, within the Engineer's firm, will assure that the project constructability requirements (details, specifications, plan notes, etc.) are met.</li></ul>   |
| <u>YES</u> | <u>YES</u> | 4. | <p>Submittals to HCRMA for review and approval</p> <ul style="list-style-type: none"><li>a. When 30%, 60%, 90% and 100% design is completed the Engineer shall submit all the required design information with appropriate number of copies (2 copies for interim submittal and 4 copies of mylars) to HCRMA for review and approval.</li><li>b. Final documents and information exchange of data, Plan Sheets, General Notes and/or Specifications provided to the HCRMA 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 HCRMA, an external hard drive that contains all the plan sheets for the project.</li></ul> |

**CONSTRUCTION MANAGEMENT**  
(Task 320)

Services  
Provided By:  
Engineer HCRMA

- NO      YES      1.      ~~Construction Bidding Assistance~~  
~~After acceptance by HCRMA of the Bidding Documents and upon written authorization by HCRMA to proceed, Engineer shall:~~
- ~~a. Assist HCRMA 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, attend pre Bid conferences, if any.~~
  - ~~b. Develop Addenda for HCRMA as appropriate to clarify, correct, or change the Bidding Documents.~~
  - ~~c. Provide Project design information or assistance needed by HCRMA in the course of the bid submittal with prospective contractors.~~
  - ~~d. Advise the HCRMA 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.~~
  - ~~e. Attend the Bid opening, prepare Bid tabulation sheets, and assist HCRMA in evaluating Bids and recommend award of contract.~~
2.      ~~Services during Construction~~  
~~Upon successful completion of the Bidding, and upon concurrence from HCRMA, Engineer shall:~~
- YES      YES      a.      ~~Pre Construction Conference. Participate in a Pre Construction Conference (if required)~~  
~~Prior to commencement of Work at the Site~~
  - YES      NO      b.      ~~Review and approval of Shop Drawings. Other data which Constructor 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.~~
  - NO      YES      c.      ~~Substitutes and "or equal." Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor.~~
  - YES      NO      d.      ~~Interpretation of Intent. The Engineer shall provide interpretation and clarification of design intent throughout the construction of the project.~~



**BEGIN SH 365  
STA. 987+00.00**

**END SH 365  
STA. 1296+50.00**

SCALE: 1" = 4,000'



**LOCATION MAP  
ATTACHMENT "B-1"**

DRAWING NO.	6	STATE	TEXAS	PROJECT NO.	SH365
CITY		COUNTY	HIDALGO	SECTION	
ENGINEER		CONTRACT		DATE	
CHECKED		DATE			
REVIEWER					
DATE					

**WORK AUTHORIZATION NO. 2  
EXHIBIT C  
WORK SCHEDULE**

**Attachment D**  
**SH 365 Segment # 2 Work Schedule**

ID	Task Name	Duration	Start	Predecessors	Finish	2013												2014		
						Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
1	<b>SH 365 PROJECT SCHEDULE</b>	<b>262 days</b>	<b>Wed 1/1/14</b>			<b>Thu 1/1/15</b>	[Gantt bar from Dec 2013 to Jan 2014]													
2	<b>Notice to Proceed</b>	<b>0 days</b>	<b>Wed 1/1/14</b>			<b>Wed 1/1/14</b>	[Gantt bar from Dec 2013 to Jan 2014]													
3	Notice to Proceed	0 days	Wed 1/1/14			Wed 1/1/14	[Gantt bar from Dec 2013 to Jan 2014]													
4	<b>Project Management</b>	<b>262 days</b>	<b>Wed 1/1/14</b>			<b>Thu 1/1/15</b>	[Gantt bar from Dec 2013 to Jan 2014]													
5	Overall Project Management	262 days	Wed 1/1/14	3		Thu 1/1/15	[Gantt bar from Dec 2013 to Jan 2014]													
6	Schedule and Attend Pre-Design Meeting	1 day	Wed 1/1/14	3		Wed 1/1/14	[Gantt bar from Dec 2013 to Jan 2014]													
7	<b>Field Survey</b>	<b>10 days</b>	<b>Wed 1/1/14</b>			<b>Tue 1/14/14</b>	[Gantt bar from Dec 2013 to Jan 2014]													
8	Field Survey	10 days	Wed 1/1/14	3		Tue 1/14/14	[Gantt bar from Dec 2013 to Jan 2014]													
9	<b>Geotechnical Report</b>	<b>81 days</b>	<b>Wed 1/1/14</b>			<b>Wed 4/23/14</b>	[Gantt bar from Dec 2013 to Jan 2014]													
10	Prepare Boring Layout	1 day	Wed 1/1/14	3		Wed 1/1/14	[Gantt bar from Dec 2013 to Jan 2014]													
11	Field Exploration (Bridges, Retaining Walls, and Levees)	30 days	Thu 1/2/14	10		Wed 2/12/14	[Gantt bar from Dec 2013 to Jan 2014]													
12	Interim Bridge Boring Submittal	20 days	Thu 2/13/14	11		Wed 3/12/14	[Gantt bar from Dec 2013 to Jan 2014]													
13	Final Geotechnical Report	30 days	Thu 3/13/14	12		Wed 4/23/14	[Gantt bar from Dec 2013 to Jan 2014]													
14	<b>30% Submittal</b>	<b>105 days</b>	<b>Wed 1/1/14</b>			<b>Tue 5/27/14</b>	[Gantt bar from Dec 2013 to Jan 2014]													
15	Title Sheet	3 days	Wed 1/1/14	3		Fri 1/3/14	[Gantt bar from Dec 2013 to Jan 2014]													
16	Index of Sheets	10 days	Mon 1/6/14	15		Fri 1/17/14	[Gantt bar from Dec 2013 to Jan 2014]													
17	Project Layouts	15 days	Mon 1/20/14	16		Fri 2/7/14	[Gantt bar from Dec 2013 to Jan 2014]													
18	Existing Typical Sections	12 days	Mon 2/10/14	17		Tue 2/25/14	[Gantt bar from Dec 2013 to Jan 2014]													
19	Prop Typical Sections (Pavement Design provided by L&G)	20 days	Wed 2/26/14	18		Tue 3/25/14	[Gantt bar from Dec 2013 to Jan 2014]													
20	Sequence of Construction Narrative	7 days	Wed 1/1/14	3		Thu 1/9/14	[Gantt bar from Dec 2013 to Jan 2014]													
21	Traffic Control Plan Typical Sections	20 days	Fri 1/10/14	20		Thu 2/6/14	[Gantt bar from Dec 2013 to Jan 2014]													
22	TCP Advance Warning Signs Layout	8 days	Fri 2/7/14	21		Tue 2/18/14	[Gantt bar from Dec 2013 to Jan 2014]													
23	TCP Phasing Roll Plots	10 days	Wed 2/19/14	22		Tue 3/4/14	[Gantt bar from Dec 2013 to Jan 2014]													
24	Horizontal Alignment Data Sheets	15 days	Wed 1/1/14	3		Tue 1/21/14	[Gantt bar from Dec 2013 to Jan 2014]													
25	Survey Control Index of Sheets	5 days	Wed 1/22/14	24		Tue 1/28/14	[Gantt bar from Dec 2013 to Jan 2014]													
26	Roadway Plan and Profile Sheets	70 days	Wed 1/22/14	24		Tue 4/29/14	[Gantt bar from Dec 2013 to Jan 2014]													
27	Offsite Drainage Area Maps	1 day	Wed 1/1/14	3		Wed 1/1/14	[Gantt bar from Dec 2013 to Jan 2014]													
28	FEMA Map	1 day	Wed 1/1/14	3		Wed 1/1/14	[Gantt bar from Dec 2013 to Jan 2014]													
29	Bridge Upstream Cross Section Map	1 day	Wed 1/1/14	3		Wed 1/1/14	[Gantt bar from Dec 2013 to Jan 2014]													
30	Roadway System Drainage Area Maps	30 days	Wed 1/1/14	3		Tue 2/11/14	[Gantt bar from Dec 2013 to Jan 2014]													
31	Hydraulic Calculations	15 days	Wed 2/12/14	30		Tue 3/4/14	[Gantt bar from Dec 2013 to Jan 2014]													
32	Culvert Layouts	20 days	Wed 3/5/14	31		Tue 4/1/14	[Gantt bar from Dec 2013 to Jan 2014]													
33	Outfall Transition Layouts	7 days	Wed 4/2/14	32		Thu 4/10/14	[Gantt bar from Dec 2013 to Jan 2014]													
34	Levee Typical Sections	3 days	Wed 1/1/14	3		Fri 1/3/14	[Gantt bar from Dec 2013 to Jan 2014]													
35	Levee Plan and Profile Sheets	12 days	Mon 1/6/14	34		Tue 1/21/14	[Gantt bar from Dec 2013 to Jan 2014]													
36	Levee Cross Sections (Roll Plot)	8 days	Wed 1/22/14	35		Fri 1/31/14	[Gantt bar from Dec 2013 to Jan 2014]													
37	Bridge Typical Sections	3 days	Wed 1/1/14	3		Fri 1/3/14	[Gantt bar from Dec 2013 to Jan 2014]													
38	Bridge Layouts	35 days	Mon 1/6/14	37		Fri 2/21/14	[Gantt bar from Dec 2013 to Jan 2014]													
39	Bridge Boring Logs	10 days	Mon 2/24/14	38		Fri 3/7/14	[Gantt bar from Dec 2013 to Jan 2014]													
40	30% Quality Control Review	5 days	Wed 4/30/14	26,33,36,39		Tue 5/6/14	[Gantt bar from Dec 2013 to Jan 2014]													
41	Revisions based on QC Review	5 days	Wed 5/7/14	40		Tue 5/13/14	[Gantt bar from Dec 2013 to Jan 2014]													
42	30% Submittal	0 days	Tue 5/13/14	41		Tue 5/13/14	[Gantt bar from Dec 2013 to Jan 2014]													
43	RMA Review	10 days	Wed 5/14/14	42		Tue 5/27/14	[Gantt bar from Dec 2013 to Jan 2014]													
44	<b>60% Submittal</b>	<b>129 days</b>	<b>Thu 3/13/14</b>			<b>Tue 9/9/14</b>	[Gantt bar from Dec 2013 to Jan 2014]													
45	Revised 30% sheets	5 days	Wed 5/28/14	43		Tue 6/3/14	[Gantt bar from Dec 2013 to Jan 2014]													
46	Traffic Control Plan General Notes	2 days	Wed 5/14/14	42		Thu 5/15/14	[Gantt bar from Dec 2013 to Jan 2014]													
47	Traffic Control Plan Phase Layouts	50 days	Fri 5/16/14	46		Thu 7/24/14	[Gantt bar from Dec 2013 to Jan 2014]													
48	Temporary Traffic Signals and Illumination	5 days	Fri 7/25/14	47		Thu 7/31/14	[Gantt bar from Dec 2013 to Jan 2014]													
49	Summary of Traffic Control Quantities	3 days	Fri 8/1/14	48		Tue 8/5/14	[Gantt bar from Dec 2013 to Jan 2014]													
50	Roadway Removal Plan	18 days	Wed 5/14/14	42		Fri 6/6/14	[Gantt bar from Dec 2013 to Jan 2014]													
51	Intersecting Layout and Details	15 days	Mon 6/9/14	50		Fri 6/27/14	[Gantt bar from Dec 2013 to Jan 2014]													
52	Driveway Layouts	4 days	Mon 6/30/14	51		Thu 7/3/14	[Gantt bar from Dec 2013 to Jan 2014]													
53	Driveway Details	2 days	Fri 7/4/14	52		Mon 7/7/14	[Gantt bar from Dec 2013 to Jan 2014]													
54	Miscellaneous Roadway Details	5 days	Tue 7/8/14	53		Mon 7/14/14	[Gantt bar from Dec 2013 to Jan 2014]													
55	Summary of Roadway Quantities	1 day	Tue 7/15/14	54		Tue 7/15/14	[Gantt bar from Dec 2013 to Jan 2014]													
56	Retaining Wall Layouts	35 days	Wed 5/14/14	42		Tue 7/1/14	[Gantt bar from Dec 2013 to Jan 2014]													
57	Retaining Wall Miscellaneous Details	5 days	Wed 7/2/14	56		Tue 7/8/14	[Gantt bar from Dec 2013 to Jan 2014]													
58	Retaining Wall Boring Logs	2 days	Wed 7/9/14	57		Thu 7/10/14	[Gantt bar from Dec 2013 to Jan 2014]													
59	Summary of Retaining Wall Quantities	1 day	Fri 7/11/14	58		Fri 7/11/14	[Gantt bar from Dec 2013 to Jan 2014]													
60	Drainage Layouts / Plan and Profile	40 days	Wed 5/14/14	42		Tue 7/8/14	[Gantt bar from Dec 2013 to Jan 2014]													
61	Drainage Calculations	15 days	Wed 7/9/14	60		Tue 7/29/14	[Gantt bar from Dec 2013 to Jan 2014]													
62	Drainage Details	5 days	Wed 7/30/14	61		Tue 8/5/14	[Gantt bar from Dec 2013 to Jan 2014]													
63	Drainage Summaries	2 days	Wed 8/6/14	62		Thu 8/7/14	[Gantt bar from Dec 2013 to Jan 2014]													
64	Miscellaneous & Floodgate Levee Details	10 days	Wed 5/14/14	42		Tue 5/27/14	[Gantt bar from Dec 2013 to Jan 2014]													
65	Relocation of Floodway Levee Analysis	8 days	Wed 5/28/14	64		Fri 6/6/14	[Gantt bar from Dec 2013 to Jan 2014]													
66	Bridge Details	105 days	Thu 3/13/14	39,12		Wed 8/6/14	[Gantt bar from Dec 2013 to Jan 2014]													
67	Bridge Summaries	4 days	Thu 8/7/14	66		Tue 8/12/14	[Gantt bar from Dec 2013 to Jan 2014]													
68	Signalization Layouts	18 days	Wed 5/14/14	42		Fri 6/6/14	[Gantt bar from Dec 2013 to Jan 2014]													
69	Signalization Details	20 days	Mon 6/9/14	68		Fri 7/4/14	[Gantt bar from Dec 2013 to Jan 2014]													
70	Signalization Summaries	2 days	Mon 7/7/14	69		Tue 7/8/14	[Gantt bar from Dec 2013 to Jan 2014]													
71	Signing Layout	15 days	Wed 5/14/14	42		Tue 6/3/14	[Gantt bar from Dec 2013 to Jan 2014]													
72	Pavement Marking Layout	15 days	Wed 6/4/14	71		Tue 6/24/14	[Gantt bar from Dec 2013 to Jan 2014]													
73	Overhead Sign Bridge Layouts and Details	10 days	Wed 6/25/14	72		Tue 7/8/14	[Gantt bar from Dec 2013 to Jan 2014]													
74	Sign Details	8 days	Wed 7/9/14	73		Fri 7/18/14	[Gantt bar from Dec 2013 to Jan 2014]													
75	Signing and Pavement Marking Summaries	4 days	Mon 7/21/14	74		Thu 7/24/14	[Gantt bar from Dec 2013 to Jan 2014]													
76	Illumination Layout	10 days	Wed 5/14/14	42		Tue 5/27/14	[Gantt bar from Dec 2013 to Jan 2014]													
77	Illumination Details	17 days	Wed 5/28/14	76		Thu 6/19/14	[Gantt bar from Dec 2013 to Jan 2014]													
78	Illumination Summaries	3 days	Fri 6/20/14	77		Tue 6/24/14	[Gantt bar from Dec 2013 to Jan 2014]													
79	SW3P Layouts	20 days	Wed 5/14/14	42		Tue 6/10/14	[Gantt bar from Dec 2013 to Jan 2014]													
80	SW3P Details	2 days	Wed 6/11/14	79		Thu 6/12/14	[Gantt bar from Dec 2013 to Jan 2014]													
81	SW3P Narrative	2 days	Fri 6/13/14	80		Mon 6/16/14	[Gantt bar from Dec 2013 to Jan 2014]													
82	SW3P Summaries	1 day	Tue 6/17/14	81		Tue 6/17/14	[Gantt bar from Dec 2013 to Jan 2014]													
83	EPIC Sheets	5 days	Wed 5/14/14	42		Tue 5/20/14	[Gantt bar from Dec 2013 to Jan 2014]													
84	60% Quality Control Review	5 days	Wed 8/13/14	75,78,82,83		Tue 8/19/14	[Gantt bar from Dec 2013 to Jan 2014]													
85	Revisions based on QC Review	5 days	Wed 8/20/14	84		Tue 8/26/14	[Gantt bar from Dec 2013 to Jan 2014]													
86	60% Submittal	0 days	Tue 8/26/14	85		Tue 8/26/14	[Gantt bar from Dec 2013 to Jan 2014]													
87	RMA Review	10 days	Wed 8/27/14	86		Tue 9/9/14	[Gantt bar from Dec 2013 to Jan 2014]													
88	<b>90% Submittal</b>	<b>40 days</b>	<b>Wed 9/10/14</b>			<b>Tue 11/4/14</b>	[Gantt bar from Dec 2013 to Jan 2014]													
89	Revised 60% Sheets	10 days	Wed 9/10/14	87		Tue 9/23/14	[Gantt bar from Dec 2013 to Jan 2014]													
90	Standards	3 days	Wed 9/24/14	89		Fri 9/26/14	[Gantt bar from Dec 2013 to Jan 2014]													
91	CPM Schedule	3 days	Wed 9/24/14	89		Fri 9/26/14	[Gantt bar from Dec 2013 to Jan 2014]													
92	Finalize Cross Sections	10 days	Wed 9/24/14	89		Tue 10/7/14	[Gantt bar from Dec 2013 to Jan 2014]													
93	90% Quality Control Review	5 days	Wed 10/8/14	89,90,91,92		Tue 10/14/14	[Gantt bar from Dec 2013 to Jan 2014]													
94	Revisions based on QC Review	5 days	Wed 10/15/14	93		Tue 10/21/14	[Gantt bar from Dec 2013 to Jan 2014]													
95	90% Submittal	0 days	Tue 10/21/14	94		Tue 10/21/14	[Gantt bar from Dec 2013 to Jan 2014]													
96	RMA Review	10 days	Wed 10/22/14	95		Tue 11/4/14	[Gantt bar from Dec 2013 to Jan 2014]													
97	<b>100% Submittal</b>	<b>20 days</b>	<b>Wed 11/5/14</b>			<b>Tue 12/2/14</b>	[Gantt bar from Dec 2013 to Jan 2014]													
98	Revised 100 % Sheets	10 days	Wed 11/5/14	96		Tue 11/18/14	[Gantt bar from Dec 2013 to Jan 2014]													
99	100% Quality Control Review	10 days	Wed 11/19/14	98		Tue 12/2/14	[Gantt bar from Dec 2013 to Jan 2014]													
100	100 % Submittal	0 days	Tue 12/2/14	99		Tue 12/2/14	[Gantt bar from Dec 2013 to Jan 2014]													

RESOURCE LEGEND -- SEE ORGANIZATIONAL

Task		Rolled Up Milestone		Inactive Task		Manual Summary	
Critical Task		Rolled Up Progress		Inactive Milestone		Start-only	
Milestone		Split		Inactive Summary		Finish-only	
Summary		External Tasks		Manual Task		Progress	
Rolled Up Task							



TEXAS BOARD OF PROFESSIONAL ENGINEERS #: F-1582

# SH 365 PLAN DEVELOPMENT From McColl Rd. to GSA Connector Attachment "D" - W.A. # 2 - Work Schedule



ID	Task Name	Duration	2014												Jan	Feb		
			Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov			Dec	
1	Notice to Proceed	0 days	◆															
2	<b>ADVANCE PROJECT DEVELOPMENT</b>	<b>83 days</b>																
3	FC 110 - Geo-technical / Soil Testing	83 days			4 mo													
4	FC 150 - Field Surveys	12 days		1 mo														
5	<b>PROJECT PLAN DEVELOPMENT</b>	<b>243 days</b>																
6	FC 163 - General	89 days		4 mo														
7	FC 163 - Traffic Control Plan	243 days		11 mo														
8	FC 160 - Roadway Design Controls	243 days		11 mo														
9	FC 160 - Roadway Design	243 days		11 months														
10	FC 170 - Bridge Design	243 days		11 mo														
11	FC 161 - Levee Design	243 days		11 mo														
12	FC 163 - Retaining Wall Design	145 days										7 mo						
13	FC 163 - Roadway Cross Sections	243 days		11 mo														
14	FC 162 - Traffic Signals	145 days										7 mo						
15	FC 162 - Signing and Pavement Markings	145 days										7 mo						
16	FC 162 - Illumination	145 days										7 mo						
17	FC 163 - SW3P / EPIC Sheets	145 days										7 mo						
18	FC 163 - Misc (Landscape, etc.)	145 days										7 mo						
19	<b>PROJ. MGMT. &amp; QUALITY CONTROL</b>	<b>266 days</b>																
20	FC 145 - Project Management	262 days		12 months														
21	30% Submittal	0 days																
22	30% Plan Review (HCRMA)	23 days																
23	60% Submittal	0 days																
24	60% Plan Review (HCRMA & TxDOT)	23 days																
25	90% Submittal	0 days																
26	90% Plan Review (HCRMA & TxDOT)	23 days																
27	100% Submittal	0 days																
28	Final Mylar Set (100%) revisions & submittal	23 days																

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

**WORK AUTHORIZATION NO. 2**  
**EXHIBIT D**  
**FEE SCHEDULE/BUDGET**

EXHIBIT B  
 DETAILED FEE SCHEDULE FOR SH 365 PHASE I (PS + E SERVICES)  
 FROM MCCOLL TO GSA CONNECTOR  
 S B INFRASTRUCTURE, LTD PHASE I

Contract No.  
0032

MAXIMUM AMOUNT PAYABLE  
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 Develop PS&E for Proposed SH 365 Project  
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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
		<b>FC 145 - PROJECT MANAGEMENT (FC 160 TO FC 190) (PS&amp;E SERVICES) (12 MONTHS)</b>												
		PREPARE/MANAGE WORK AUTHORIZATIONS (PS&E DEVELOPMENT) (INCLUDING RECORD KEEPING, FILING, ADMINISTRATION, ETC) AND OVERALL QA/QC			16	80	16	0	0	0	0	60	172	\$ 29,335.72
		SCHEDULE & ATTEND WORK AUTHORIZATION DEVELOPMENT MEETINGS (4 MEETINGS)			16	16	16	0	0	0	0	24	72	\$ 12,477.84
		COORDINATION/PREPARE SUB WORK AUTHORIZATIONS/MANAGE SUBCONSULTANTS (3 SUBS)			10	24	8	0	0	0	0	24	66	\$ 11,199.86
		PREPARATION OF INVOICES AND PROGRESS REPORTS (TOTAL = 12 EA)			12	48	20	0	0	0	0	80	160	\$ 22,539.28
		SCHEDULE & ATTEND PRE-DESIGN MEETING & PREPARE MINUTES (TOTAL= 1)			8	8	8	0	0	0	0	4	28	\$ 5,797.40
		SCHEDULE & ATTEND TRAF SAFETY REVIEW MEETING AND PREPARE MEETINGS (TOTAL= 1)			0	8	8	0	0	0	0	4	20	\$ 3,473.80
		SCHEDULE, ATTEND AND PREPARE MINUTES FOR 12 MONTHLY PROGRESS MEETINGS (2 HRS)			6	24	24	12	24	10	12	18	130	\$ 18,923.08
		RESEARCH / REVIEW EXISTING PLANS & DATA (CONDUCTED IN WA#1)			0	0	0	0	0	0	0	0	0	\$ -
		PREPARE PROJECT SCHEDULE (UPDATE MONTHLY 12 EA)			0	18	10	0	12	0	0	12	52	\$ 8,077.50
		MONITOR SUB-PROVIDER'S SCHEDULES ON A MONTHLY BASIS			8	24	0	0	0	0	0	0	32	\$ 7,900.24
		PREPARE & ASSEMBLE PRELIMINARY COST ESTIMATES (1 @ 60% AND 1 @ 100%)			0	10	16	0	40	24	0	0	90	\$ 11,891.20
		CONDUCT SITE VISIT OF PROJECT AREA (4 SITE VISITS 2 Roadway 2 Hydraulics)			0	8	32	0	32	32	0	0	104	\$ 13,825.60
		<b>PREPARE 30% SUBMITTAL</b>			0	4	4	4	12	12	24	4	64	\$ 6,433.68
1255		QC/QA - OVERALL 30% SUBMITTAL (1255 sheets without standards (0.25 Hrs/sheet 1 SUBMITTAL)			0	8	60	24	0	0	0	1	93	\$ 16,204.27
		<b>PREPARE 60% SUBMITTAL</b>			0	4	4	4	12	12	24	4	64	\$ 6,433.68
1255		QC/QA - OVERALL 60% SUBMITTAL (1255 sheets without standards (0.25 Hrs/sheet 1 SUBMITTAL)			0	160	80	80	0	0	0	1	321	\$ 63,954.39
		<b>PREPARE 90% SUBMITTAL</b>			0	4	4	4	12	12	24	4	64	\$ 6,433.68
1255		QC/QA - OVERALL 90% SUBMITTAL (1255 sheets without standards (0.25 Hrs/sheet 1 SUBMITTAL)			0	160	60	60	0	0	0	1	281	\$ 57,273.99
		<b>PREPARE 100% SUBMITTAL</b>			0	4	4	4	12	12	24	4	64	\$ 6,433.68
1255		QC/QA - OVERALL 100% SUBMITTAL (1255 sheets without standards (0.25 Hrs/sheet 1 SUBMITTAL)			0	8	60	60	0	0	0	1	129	\$ 21,955.27
		ORGANIZE AND DOWNLOAD ELECTRONIC FILE DELIVERABLES			0	2	0	0	8	20	20	2	52	\$ 4,371.46
		COMPLETION OF CPM SCHEDULE (FORMS 1823 & 1002 NOT INCLUDED)			0	16	60	0	8	8	0	2	94	\$ 15,881.86
													0	\$ -
		<b>SUB-TOTAL - FC 145 - PROJECT MANAGEMENT (FC 160 TO FC 190) (PS&amp;E SERVICES) (12 MONTHS)</b>			76	638	494	252	172	142	128	250	2152	\$ 350,817.48
		<b>FC 150 - FIELD SURVEY</b>												
		COORDINATION AND DEVELOPMENT OF SURVEY				4	10		60		60		134	\$ 14,000.14
		COORDINATION AND DEVELOPMENT OF SURVEY FOR UTILITIES (DOS)											0	\$ -
		VERIFY FIELD DATA			4	10			80		60		154	\$ 16,483.54
		<b>SUB-TOTAL - 0 - FC 150 - FIELD SURVEY</b>			0	8	20	0	140	0	120	0	288	\$ 30,483.68
		<b>I. GENERAL</b>												
		<b>FC 163 - MISCELLANEOUS (ROADWAY)</b>												
1	1	TITLE SHEET	24	28			4		4	16	4		28	\$ 2,660.60
4	2 - 5	4 - INDEX OF SHEETS	20	19	0	1	4		12	12	48		77	\$ 6,427.96

EXHIBIT B  
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6	6 - 11	6 - PROJECT LAYOUT	20	21	0	2	14		32	36	40	124	\$	12,181.86
0	12 - 11	0-TYPICAL SECTIONS - CONFIGURATION (LANES/SHOULDERS/CUT/FILL/ETC) (PAVEMENT DESIGN):												
9	12 - 20	9 - EXISTING TYPICAL SECTIONS	10	11	0	2	4		58		38	102	\$	10,819.60
19	21 - 39	19 - PROP TYPICAL SECTIONS	10	11	0	2	8		77		115	202	\$	18,852.42
30	40 - 69	30 - GENERAL NOTES & SPECIFICATION DATA	4	5	0	2	2		40	80	40	164	\$	14,406.86
10	70 - 79	10 - ESTIMATE & QUANTITY SHEETS	20	21	0	2	2		48	80	80	212	\$	17,985.42
2	80 - 81	2 - SUMMARY OF TRAFFIC CONTROL QUANTITIES	20	14					4	8	16	28	\$	2,134.92
8	82 - 89	8 - SUMMARY OF ROADWAY QUANTITIES	20	16					20	64	40	124	\$	9,901.88
2	90 - 91	2 - SUMMARY OF RETAINING WALL QUANTITIES	20	16					8	16	8	32	\$	2,718.72
2	92 - 93	2 - SUMMARY OF CULVERT QUANTITIES	20	16					8	16	8	32	\$	2,718.72
1	94 - 94	1 - SUMMARY OF STORM SEWER QUANTITIES	20	16					4	8	4	16	\$	1,359.36
2	95 - 96	2- SUMMARY OF BRIDGES	20	16					8	16	8	32	\$	2,718.72
1	97 - 97	1 - SUMMARY OF ILLUMINATION QUANTITIES	20	16					4	8	4	16	\$	1,359.36
2	98 - 99	2 - SUMMARY OF TRAFFIC SIGNAL QUANTITIES	20	8					4	8	4	16	\$	1,359.36
6	100 - 105	6 - SUMMARY OF EARTHWORK QUANTITIES	20	16					24	48	24	96	\$	8,156.16
1	106 - 106	1 - SUMMARY OF SMALL SIGNS	20	16					4	8	4	16	\$	1,359.36
1	107 - 107	1 - SUMMARY OF PAVEMENT MARKINGS	20	16					4	8	4	16	\$	1,359.36
1	108 - 108	1 - SUMMARY OF DELINEATION & OBJ MRKR QUANTITIES	20	16					4	8	4	16	\$	1,359.36
1	109 - 109	1 - SUMMARY OF SW3P (EROSION CONTROL)	20	16					4	8	4	16	\$	1,359.36
1	110 - 110	1- SUMMARY OF REMOVAL ITEMS	20	16					4	8	4	16	\$	1,359.36
0	111 - 110	<b>II. TRAFFIC CONTROL PLANS (TCP)</b>												
4	111 - 114	4 - SEQUENCE OF CONSTRUCTION NARRATIVE	10	15	0	2	18			35	6	61	\$	6,632.56
10	115 - 124	10 - TRAFFIC CONTROL PLAN TYPICAL SECTIONS (1:100)	20	19	0	2	8		89	35	53	187	\$	18,978.60
2	125 - 126	2 - TRAFFIC CONTROL PLAN GENERAL NOTES	20	11			2		4	7	8	21	\$	1,890.90
4	127 - 130	4 - TCP ADVANCE WARNING SIGNS	20	16	0	2			18	35	7	62	\$	5,795.39
60	131 - 190	60 - TRAFFIC CONTROL PLAN - PHASE LAYOUTS (1:100)	30	16	0	10	70		230	300	325	935	\$	86,742.35
10	191 - 200	10 - TEMPORARY TRAFFIC SIGNALS AND ILLUMINATION		6	0	2			18	35	8	63	\$	5,860.02
0	201 - 200	0 - ROLL PLOT					7		14	35	106	162	\$	12,452.25
0	201 - 200	0 - STANDARDS												
12	201 - 212	12 - BC 1 THRU 12	2	2					12		12	24	\$	2,265.60
1	213 - 213	1-WZ (TD)-03	2	2					1		1	2	\$	188.80
1	214 - 214	1-WZ (STPM)-03	2	2					1		1	2	\$	188.80
1	215 - 215	1-WZ (UL)-03	2	2					1		1	2	\$	188.80
1	216 - 216	1-WZ (DERD)-03	2	2					1		1	2	\$	188.80
1	217 - 217	1-WZ (BTS-1)-03	2	2					1		1	2	\$	188.80
1	218 - 218	1-WZ (BTS-2)-03	2	2					1		1	2	\$	188.80

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1	219 - 219	1-WZ (BRK)-03	2	2					1		1	2	\$	188.80	
1	220 - 220	1-TCP (2-1)-98	2	2					1		1	2	\$	188.80	
1	221 - 221	1-TCP (2-3)-03	2	2					1		1	2	\$	188.80	
1	222 - 222	1-TCP (2-5)-03	2	2					1		1	2	\$	188.80	
1	223 - 223	1-TCP (2-6)-98	2	2					1		1	2	\$	188.80	
3	224 - 226	3 - TCP (3-1) THRU (3-3)-98	2	1					1		1	2	\$	188.80	
1	227 - 227	1-TCP (7-1)-98	2	2					1		1	2	\$	188.80	
0	228 - 227	0 - CPM SCHEDULE					24					24	\$	4,182.48	
227		<b>SUB-TOTAL - FC 163 - MISCELLANEOUS (ROADWAY)</b>			0	29	167	0	773	938	1039	0	2946	\$	269,813.27
		<b>III. ROADWAY DETAILS</b>													
0	228 - 227	<b>FC 160 - ROADWAY DESIGN CONTROLS</b>													
19	228 - 246	19 - HORIZONTAL ALIGNMENT DATA SHEETS	10	7	0	4	10		24	57	38	133	\$	12,412.80	
0	247 - 246	0 - BENCHMARK DATA SHEETS:													
10	247 - 256	10 - SURVEY CONTROL INDEX OF SHEETS	10	6	0	2	6		12	24	20	64	\$	6,105.46	
8	257 - 264	<b>8 - HORIZONTAL AND VERTICAL CONTROL DATA SHEETS Process Only</b>	10	2	0	2	2		4	4	8	18	\$	1,664.34	
29	265 - 293	29 - REMOVAL PLAN	20	21			40		80	240	240	600	\$	50,540.40	
0	294 - 293	0 - PLAN AND PROFILE													
27	294 - 320	27 - ROADWAY P & P SHEETS - EB & WB MAIN LANES TOGETHER	30	30	0	8	76		110	240	380	814	\$	71,446.30	
34	321 - 354	34 - ROADWAY P & P SHEETS - RAMPS	27	25	0	8	85		120	240	400	853	\$	75,549.03	
13	355 - 367	13-ROADWAY P&P SHEETS - EB FRONTAGE ROAD	30	27	0	4	25		38	140	150	357	\$	30,271.95	
11	368 - 378	11-ROADWAY P&P SHEETS - WB FRONTAGE ROAD	30	32	0	4	25		38	120	160	347	\$	29,407.85	
18	379 - 396	<b>18 - INTERSECTING LAYOUT AND DETAILS</b>	30	25	0	4	34		80	140	200	458	\$	40,287.02	
6	397 - 402	<b>6 - INTERSECTION LAYOUTS AND DETAILS (NOT REQUIRED)</b>	30	0	0	0	0		0	0	0	0	\$	-	
4	403 - 406	4 - DRIVEWAY LAYOUTS	30	32	0	2	8		16	40	60	126	\$	10,744.20	
1	407	DRIVEWAY DETAILS	20	20					2	6	12	20	\$	1,477.02	
4	408 - 411	4 - MISCELLANEOUS ROADWAY DETAILS	20	21			4		8	32	40	84	\$	6,692.28	
0	412 - 411	0 - BUS BAYS <b>(NO BUS BAYS)</b>	20	0								0	\$	-	
0	412 - 411	0 - PARKING AREAS <b>(NO PARKING AREAS)</b>	20	0								0	\$	-	
0	412 - 411	0 - STANDARDS													
1	412	CCCG-01	2	2					1		1	2	\$	188.80	
1	413	CRCP (1)-09	2	2					1		1	2	\$	188.80	
1	414	TA (CP)-99	2	2					1		1	2	\$	188.80	
1	415	JS-94	2	2					1		1	2	\$	188.80	
1	416	GF(31)-11	2	2					1		1	2	\$	188.80	
1	417	GF(31)DAT-11	2	2					1		1	2	\$	188.80	
1	418	GF(31)LS-11	2	2					1		1	2	\$	188.80	

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1	419	GF(31)TR-11	2	2					1		1	2	\$	188.80	
1	420	GF(31)T101-13	2	2					1		1	2	\$	188.80	
1	421	SGT 7-09	2	2					1		1	2	\$	188.80	
1	422	SGT 8-09	2	2					1		1	2	\$	188.80	
1	423	BED-09	2	2					1		1	2	\$	188.80	
1	424	SSCB (1)-99	2	2					1		1	2	\$	188.80	
1	425	SSCB (2)-00A	2	2					1		1	2	\$	188.80	
1	426	SSCB (3)-02	2	2					1		1	2	\$	188.80	
1	427	TRACC (N)-05	2	2					1		1	2	\$	188.80	
1	428	REACT (N)-05	2	2					1		1	2	\$	188.80	
1	429	QUAD (N)-99	2	2					1		1	2	\$	188.80	
1	430	TE(HMAC)-11	2	2					1		1	2	\$	188.80	
4	431 - 434	4 - RS(1)-10	2	1					1		1	2	\$	188.80	
0	435 - 434	0 - PREPARE PLANS ELECTRONIC DELIVERABLES	0						2	8	4	14	\$	1,111.02	
207		<b>SUB-TOTAL - 0 - FC 160 - ROADWAY DESIGN CONTROLS</b>			0	36	315	0	554	1291	1732	0	3928	\$	341,485.67
		<b>0 - IV. WALL DETAILS</b>													
0	435 - 434	<b>FC 163 - MISCELLANEOUS - RETAINING WALL</b>													
24	435 - 458	24 - PREPARE RETAINING WALL PLAN AND PROFILE SHEETS/SLOPE STABILITY BY TERRACON	30	32	0	8	68		140	140	414	770	\$	68,422.66	
4	459 - 462	4 - PREPARE RETAINING WALL MISCELLANEOUS DETAILS	20	13	2		6		12	12	20	52	\$	5,315.40	
9	463 - 471	9 - BORING LOGS	2	2			2			4	10	16	\$	1,296.92	
0	472 - 471	0 - STANDARDS													
1	472	RW (MSE)	2	2					1		1	2	\$	188.80	
1	473	RW (TRF)	2	2					1		1	2	\$	188.80	
1	474	RW (TEW)	2	2					1		1	2	\$	188.80	
1	475	EMRW-94	2	2					1		1	2	\$	188.80	
41		<b>SUB-TOTAL - 0 - FC 163 - MISCELLANEOUS - RETAINING WALL</b>			2	8	76	0	156	156	448	0	846	\$	75,790.18
		<b>V. ROADWAY/LEEVE DRAINAGE DETAILS</b>													
		<b>FC 161 - ROADWAY DRAINAGE</b>													
0	476 - 475	0 - Off-site Drainage Area Maps- Aerial, Offsite, Downstream Aerial (Includes Individual Area Discharges)										0	\$	-	
0	476 - 475	0 - Off-site Drainage Calculation Tables ( Hydrologic Parameters, Rainfall and Evaporation Data, Soil Rates, Individual Drainage Summary, Routed Drainage Areas for Culvert and Bridge Crossings and For Maps)										0	\$	-	
0	476 - 475	0 - FEMA Map										0	\$	-	
0	476 - 475	0 - Bridge Upstream Cross section Map with Pre- and Post- WSE Summary (South Floodwater Channel Bridge Crossing)										0	\$	-	
0	476 - 475	0 -Hydrology Points of Interest/Cross Section Map and Structure Locations (Includes routed Drainage Area Summaries for Culvert and Bridge Crossings, Routing Methods etc.)										0	\$	-	
		<b>BRIDGE PRE AND POST CALCULATIONS AND SHEETS SOUTH FLOODWATER CHANNEL</b>					20		20			40	\$	5,968.80	
0	476 - 475	0 - Bridge Scour Calculations					4		8			12	\$	1,690.44	
1	476	Bridge Scour Calculation Sheets (1 Bridge at South Floodwater Channel)	10	12			4		8			12	\$	1,690.44	

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Item No.	Sheet No.	Description	Quantity	Unit	Rate	Amount	Quantity	Unit	Rate	Amount	Quantity	Unit	Rate	Amount
1	477	Culvert Pre- and Post Calculations and Sheets (7 Crossings at 2 Per Sheet)	40			8			16	16	40			\$ 4,589.20
7	478 - 484	7 - Culvert Stream Crossing Layouts (7 Culverts A-H, Tribs to South Floodwater Channel)	45			78			80	100	60			\$ 34,956.46
1	485	Scour Calculations (7 Culvert Stream Crossings)	0			0			0		0			\$ -
0	486 - 485	0 - Scour Calculation Sheets (7 Culvert Stream Crossings at 2 Per Sheet)								0	0			\$ -
1	486	Culvert, Headwall, and Wingwall Details (4 Culvert and 4 Wingwalls Details)								8				\$ 604.16
4	487 - 490	4 - Outfall Transition Layout and Details (7 Stream Crossings at 2 Per Sheet) No dissipators required, velocity is low	20	26		20			32	32	20			\$ 11,168.08
29	491 - 519	29 - Roadway System Drainage Area Maps (32 Systems)(Ditches, Ramp Culverts and Driveway Culverts)	20	16		80			125	100	160			\$ 47,355.65
16	520 - 535	16 - Roadway System Drainage Area Calculation Sheets (32 Systems at 2 Systems Per Sheet)	10	8						50	78			\$ 8,817.14
1	536	Storm Sewer/Culvert Cross Streets (5 Intersections) Calculation Sheets	10	80						40	40			\$ 5,606.00
10	537 - 546	10 - Storm Sewer/Culvert Plan and Profiles at Intersecting Cross Streets (5 Streets, McColl, Jackson, Cage, Dicker, I RD.) (1 Plan and Profile Sheet Per Street)	30	24		40			40	80	80			\$ 23,149.60
1	547	Driveway and Ramp Storm Sewer/Culvert Calculation Sheets	10	56		10			20	20	6			\$ 6,124.28
14	548 - 561	14 - Ramp and Driveway Storm Sewer/ Culvert Layouts and Profiles (Las Milpas, Thomas, Anaya, Highland, Military etc.) (8 Streets/20 ramps ) (4 Per Plan and 4 Per Profile Sheet) Individual sheets not needed to be shown in drainage ditch profiles	30	28		48			94	125	125			\$ 37,555.69
1	562	Storm Sewer System and Culvert Detail Sheets (Culverts, Inlets, Manholes, Headwalls, SETP-PD, SETP-CD)	20	10						10				\$ 755.20
7	563 - 569	7 - Retaining Wall and Bridge Deck Spacing For Bridge Sheets and Calculations (Tabulated on Special Detail Sheet) Not Required		14		15			70	12				\$ 12,212.19
1	570	Retaining Wall Drains and Deck Drain SPL Details (1 Ret Wall, 3 Deck Drains)	20	8						8				\$ 604.16
1	571 - 571	1 - Channel Special Plan and Profiles (South Floodwater Channel)(Includes Bank Stabilization, Location and Type)	20	32		4			20	8				\$ 3,784.64
1	572 - 572	1 - Channel Typical Sections and Details (South Floodwater Channel)	20	16					8	8				\$ 1,597.52
8	573 - 580	8 - Roadside Ditch Denton Area and Outfall Calculations (32 at 4 Per Sheet)	10	16		40			50	38				\$ 16,049.06
8	581 - 588	8 - Roadside Ditch Denton Area Outfall Layouts and Weir Special Details (32 at 4 Per Sheet)	30	30		40			96	100	4			\$ 26,701.64
9	589 - 597	9 - Frontage Road Cross Pipe Layouts and Profile Fmtg Rd. to Fmtg Rd. (9)	30	33		60			100	100	40			\$ 33,010.40
0	598 - 597	0 - Temporary Drainage Plan and Profile Sheets Why temporary? Don't need							0	0	0			\$ -
0	598 - 597	0 - Temporary Drainage Special Detail Sheets Why temporary? Don't need							0	0	0			\$ -
4	598 - 601	4 - Storm Drainage Quantity Summaries (Sheet by Sheet)	20	24					80	16				\$ 11,141.92
4	602 - 605	4 - Storm Drainage Quantity Summaries (Permanent Totals)	20	16		24			20	20				\$ 8,176.28
0	606 - 605	0 - MODIFY EXIST FEMA REPORT PREVIOUSLY PREPARED				20						20		\$ 3,485.40
2	606 - 607	2 - Prepare 10, 50, and 100yr Water Surface Profiles (1 Bridge) (IF REQUIRED BY CFM, WILL BE DONE AS SEPARATE WA)	30	0		0			0	0				\$ -
0	608 - 607	0 - Prepare 100 yr Area of Inundation Map (1 Bridge) (Transfer PH I Data into Plans) (IF REQUIRED BY CFM, WILL BE DONE AS SEPARATE WA)	38	#DIV/0!		0			0	0				\$ -
0	608 - 607	0 - Prepare Fema Report and MT-2 Form (7 Culverts) Already done on drainage report	38	#DIV/0!		20						20		\$ 3,485.40
2	608 - 609	2 - Prepare 10, 50, and 100yr Water Surface Profiles (7 Culverts) Do not need 500 Yr. (Transfer PH I Data into Plans)	30	20		4			18	18				\$ 4,291.50
2	610 - 611	2 - Prepare 100 Yr Area of Inundation Map (7 Culverts) Do not need 500 Yr. (Transfer PH I Data into Plans)	30	20		4			18	18				\$ 4,291.50
136		<b>SUB-TOTAL - 0 - FC 161 - ROADWAY DRAINAGE</b>			0	0	543	0	923	927	613	0	3006	\$ 318,862.75
		<b>FC 161 - LEVEE DESIGN</b>												
1	612 - 612	1 - LEVEE TYPICAL SECTIONS	30	26		2			8		16		26	\$ 2,375.98
8	613 - 620	8 - LEVEE P & P SHEETS	30	25	0	2	16		24	80	80		202	\$ 17,445.12
0	621 - 620	0 - CROSS SECTIONS (ROLL PLOT)				2			8	24	40		74	\$ 5,739.58

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3	621 - 623	<b>3 - MISCELLANEOUS &amp; FLOODGATE LEVEE DETAILS</b>	20	68		8	16	80	20	40	40		204	\$	25,516.60
0	624 - 623	0 -RELOCATION OF FLOODWAY LEVEE ANALYSIS	0			16	80				40		136	\$	20,244.56
<b>12</b>		<b>SUB-TOTAL - 0 - FC 161 - LEVEE DESIGN</b>			0	26	116	80	60	144	216	0	642	\$	71,321.84
<b>VII. BRIDGES</b>															
	624 - 623	<b>WEST BOUND MAIN LANE BRIDGE OVER JACKSON</b>													
1	624 - 624	1 - BRIDGE LAYOUTS	68	66		1	23	16		26			66	\$	8,760.09
1	625 - 625	1 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	42	66		1	14	2	29		20		66	\$	7,885.17
1	626 - 626	1 - FOUNDATION LAYOUTS	20	50			10	5	0	25	10		50	\$	5,075.75
1	627 - 627	1 - FOUNDATION DETAILS- 1 TYPE(S)	20	60			12	6	18	12	12		60	\$	6,966.60
4	628 - 631	4 - ABUTMENTS - 1 TYPE	39	30			24	6	42	24	24		120	\$	13,719.72
4	632 - 635	4- INTERIOR BENTS - 1 TYPE	34	30			24	6	42	24	24		120	\$	13,719.72
1	636 - 636	1 - CONC SLAB SPAN & DEFLECTION - 1 UNIT	35	51			10	3	15	13	10		51	\$	5,712.56
1	637 - 637	1 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT	33	51			8	3	20	10	10		51	\$	5,758.31
1	638 - 638	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	33	50			15	5	10	10	10		50	\$	6,056.00
1	639 - 639	1 - PRESTR CONC BEAMS - IGNS	38	66			10	3	26	7	20		66	\$	7,271.61
2	640 - 641	2 - ARCHITECTURAL TREATMENT	34	50			20	30		30	20		100	\$	11,836.10
2	642 - 643	2 - DRAIN DETAILS	20	46			14	14	18	28	18		92	\$	10,189.24
1	644 - 644	1 - BRIDGE BORING LOGS	18	26			4		2	6	14		26	\$	2,303.36
<b>21</b>		<b>SUB-TOTAL SHEETS - 0 - WEST BOUND MAIN LANE BRIDGE OVER JACKSON</b>			0	2	188	99	222	215	192	0	918	\$	105,254.23
		<b>EAST BOUND MAIN LANE BRIDGE OVER JACKSON</b>													
1	645 - 645	1 - BRIDGE LAYOUTS	68	66		1	23	16	0	26	0		66	\$	8,760.09
1	646 - 646	1 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	42	66		1	14	2	29	0	20		66	\$	7,885.17
2	647 - 648	2 - FOUNDATION LAYOUTS	20	40			16	8	9	31	16		80	\$	8,559.05
3	649 - 651	3 - ABUTMENTS	39	20			12	3	21	12	12		60	\$	6,859.86
2	652 - 653	2- INTERIOR BENTS	34	30			12	3	21	12	12		60	\$	6,859.86
2	654 - 655	2 - CONC SLAB SPAN	35	13			5	2	8	6	5		26	\$	2,960.48
1	656 - 656	1 - CONC FRAMING PLAN & BENT REPORT	33	51			8	3	20	10	10		51	\$	5,758.31
1	657 - 657	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	33	25			8	2	5	5	5		25	\$	3,035.26
1	658 - 658	1 - PRESTR CONC I-GIRDER DESIGN	38	66			10	3	26	7	20		66	\$	7,271.61
2	659 - 660	2 - ARCHITECTURAL TREATMENT	34	25			10	15	0	15	10		50	\$	5,918.05
1	661 - 661	1 - DRAIN DETAILS	20	46			7	7	9	14	9		46	\$	5,094.62
1	662 - 662	1 - BRIDGE BORING LOGS	18	26			4	0	2	6	14		26	\$	2,303.36
<b>18</b>		<b>SUB-TOTAL SHEETS - EAST BOUND MAIN LANE BRIDGE OVER JACKSON</b>			0	2	129	64	150	144	133	0	622	\$	71,265.72
		<b>WEST BOUND MAIN LANE BRIDGE OVER CAGE (US 281) (BY UNINTECH)</b>													
0	663 - 662	0 - BRIDGE LAYOUTS	68											\$	-
0	663 - 662	0 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	42											\$	-
0	663 - 662	0 - FOUNDATION LAYOUTS	20											\$	-
0	663 - 662	0 - FOUNDATION DETAILS- 1 TYPE(S)	20											\$	-
0	663 - 662	0 - ABUTMENTS - 1 TYPE	39											\$	-
0	663 - 662	0- INTERIOR BENTS - 1 TYPE	34											\$	-
0	663 - 662	0 - CONC SLAB SPAN & DEFLECTION - 1 UNIT	35											\$	-
0	663 - 662	0 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT	33											\$	-
0	663 - 662	0 - CONC TYPICAL SECTIONS AND DEFLECTIONS	33											\$	-
0	663 - 662	0 - PRESTR CONC BEAMS - IGNS	38											\$	-
0	663 - 662	0 - ARCHITECTURAL TREATMENT	34											\$	-
0	663 - 662	0 - DRAIN DETAILS	20											\$	-
0	663 - 662	0 - BRIDGE BORING LOGS												\$	-

EXHIBIT B  
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MAXIMUM AMOUNT PAYABLE SH 365 PROJECT (CSJ: 3627-01-001) Develop PS&E for Proposed SH 365 Project From McColl Rd To GSA Connector S&B INFRASTRUCTURE, LTD															
0		SUB-TOTAL SHEETS - WEST BOUND MAIN LANE BRIDGE OVER CAGE (US 281) (BY UNINTECH)				0	0	0	0	0	0	0	0	0	\$ -
		EAST BOUND MAIN LANE BRIDGE OVER CAGE (US 281) (BY UNINTECH)													
0	663 - 662	0 - BRIDGE LAYOUTS	68												\$ -
0	663 - 662	0 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	42												\$ -
0	663 - 662	0 - FOUNDATION LAYOUTS	20												\$ -
0	663 - 662	0 - ABUTMENTS	39												\$ -
0	663 - 662	0- INTERIOR BENTS	34												\$ -
0	663 - 662	0 - CONC SLAB SPAN	35												\$ -
0	663 - 662	0 - CONC FRAMING PLAN & BENT REPORT	33												\$ -
0	663 - 662	0 - CONC TYPICAL SECTIONS AND DEFLECTIONS	33												\$ -
0	663 - 662	0 - PRESTR CONC I-GIRDER DESIGN	38												\$ -
0	663 - 662	0 - ARCHITECTURAL TREATMENT	34												\$ -
0	663 - 662	0 - DRAIN DETAILS	20												\$ -
0	663 - 662	0 - BRIDGE BORING LOGS	18												\$ -
0		SUB-TOTAL SHEETS - EAST BOUND MAIN LANE BRIDGE OVER CAGE (US 281) (BY UNINTECH)				0	0	0	0	0	0	0	0	0	\$ -
		WEST BOUND MAIN LANE BRIDGE OVER I ROAD (ONLY BR LAYOUT INCLUDED: FINAL DESIGN WILL BE DONE AS A SEPARATE WA)													
1	663 - 663	1 - BRIDGE LAYOUTS	68	66		1	23	16		26			66		\$ 8,760.09
0	664 - 663	0 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	42										0		\$ -
0	664 - 663	0 - FOUNDATION LAYOUTS	20										0		\$ -
0	664 - 663	0 - FOUNDATION DETAILS- 1 TYPE(S)	20										0		\$ -
0	664 - 663	0 - ABUTMENTS - 1 TYPE	39										0		\$ -
0	664 - 663	0- INTERIOR BENTS - 1 TYPE	34										0		\$ -
0	664 - 663	0 - CONC SLAB SPAN & DEFLECTION - 1 UNIT	35										0		\$ -
0	664 - 663	0 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT	33										0		\$ -
0	664 - 663	0 - CONC TYPICAL SECTIONS AND DEFLECTIONS	33										0		\$ -
0	664 - 663	0 - PRESTR CONC BEAMS - IGNS	38										0		\$ -
0	664 - 663	0 - STEEL GIRDERS	34										0		\$ -
0	664 - 663	0 - ARCHITECTURAL TREATMENT	34										0		\$ -
0	664 - 663	0 - DRAIN DETAILS	20										0		\$ -
0	664 - 663	0 - BRIDGE BORING LOGS	18										0		\$ -
1		SUB-TOTAL SHEETS - WEST BOUND MAIN LANE BRIDGE OVER I ROAD (ONLY BR LAYOUT INCLUDED: FINAL DESIGN WILL BE DONE AS A SEPARATE WA)				0	1	23	16	0	26	0	0	66	\$ 8,760.09
		EAST BOUND MAIN LANE BRIDGE OVER I ROAD (ONLY BR LAYOUT INCLUDED: FINAL DESIGN WILL BE DONE AS A SEPARATE WA)													
1	664 - 664	1 - BRIDGE LAYOUTS	68	66		1	23	16		0	26	0	66		\$ 8,760.09
0	665 - 664	0 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	42										0		\$ -
0	665 - 664	0 - FOUNDATION LAYOUTS	20										0		\$ -
0	665 - 664	0 - ABUTMENTS	39										0		\$ -
0	665 - 664	0- INTERIOR BENTS	34										0		\$ -
0	665 - 664	0 - CONC SLAB SPAN	35										0		\$ -
0	665 - 664	0 - CONC FRAMING PLAN & BENT REPORT	33										0		\$ -
0	665 - 664	0 - CONC TYPICAL SECTIONS AND DEFLECTIONS	33										0		\$ -
0	665 - 664	0 - PRESTR CONC I-GIRDER DESIGN	38										0		\$ -
0	665 - 664	0 - STEEL GIRDERS	34										0		\$ -
0	665 - 664	0 - ARCHITECTURAL TREATMENT	34										0		\$ -

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0	665 - 664	0 - DRAIN DETAILS	20									0	\$ -	
0	665 - 664	0 - BRIDGE BORING LOGS	18									0	\$ -	
1		SUB-TOTAL SHEETS - EAST BOUND MAIN LANE BRIDGE OVER I ROAD (ONLY BR LAYOUT INCLUDED: FINAL DESIGN WILL BE DONE AS A SEPARATE WA)			0	1	23	16	0	26	0	0	66	\$ 8,760.09
		<b>WEST BOUND MAIN LANE BRIDGE OVER DICKER ROAD (BY UNINTECH)</b>												
0	665 - 664	0 - BRIDGE LAYOUTS	68											\$ -
0	665 - 664	0 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	42											\$ -
0	665 - 664	0 - FOUNDATION LAYOUTS	20											\$ -
0	665 - 664	0 - FOUNDATION DETAILS- 1 TYPE(S)	20											\$ -
0	665 - 664	0 - ABUTMENTS - 1 TYPE	39											\$ -
0	665 - 664	0- INTERIOR BENTS - 1 TYPE	34											\$ -
0	665 - 664	0 - CONC SLAB SPAN & DEFLECTION - 1 UNIT	35											\$ -
0	665 - 664	0 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT	33											\$ -
0	665 - 664	0 - CONC TYPICAL SECTIONS AND DEFLECTIONS	33											\$ -
0	665 - 664	0 - PRESTR CONC BEAMS - IGNS	38											\$ -
0	665 - 664	0 - ARCHITECTURAL TREATMENT	34											\$ -
0	665 - 664	0 - DRAIN DETAILS	20											\$ -
0	665 - 664	0 - BRIDGE BORING LOGS	18											\$ -
0		SUB-TOTAL SHEETS - WEST BOUND MAIN LANE BRIDGE OVER DICKER ROAD (BY UNINTECH)			0	0	0	0	0	0	0	0	0	\$ -
		<b>EAST BOUND MAIN LANE BRIDGE OVER DICKER ROAD (BY UNINTECH)</b>												
0	665 - 664	0 - BRIDGE LAYOUTS	68											\$ -
0	665 - 664	0 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	42											\$ -
0	665 - 664	0 - FOUNDATION LAYOUTS	20											\$ -
0	665 - 664	0 - ABUTMENTS	39											\$ -
0	665 - 664	0- INTERIOR BENTS	34											\$ -
0	665 - 664	0 - CONC SLAB SPAN	35											\$ -
0	665 - 664	0 - CONC FRAMING PLAN & BENT REPORT	33											\$ -
0	665 - 664	0 - CONC TYPICAL SECTIONS AND DEFLECTIONS	33											\$ -
0	665 - 664	0 - PRESTR CONC I-GIRDER DESIGN	38											\$ -
0	665 - 664	0 - ARCHITECTURAL TREATMENT	34											\$ -
0	665 - 664	0 - DRAIN DETAILS	20											\$ -
0	1665 - 664	0 - BRIDGE BORING LOGS	18											\$ -
0		SUB-TOTAL SHEETS - EAST BOUND MAIN LANE BRIDGE OVER DICKER ROAD (BY UNINTECH)			0	0	0	0	0	0	0	0	0	\$ -
		<b>CANAL BRIDGES (MAINLANES &amp; FRONTAGE RDS)</b>												
4	665 - 668	4 - BRIDGE LAYOUTS	68	38		9		72		72			153	\$ 19,030.68
3	669 - 671	3 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	42	39		2		27	60	3	24		116	\$ 14,005.85
2	672 - 673	2 - FOUNDATION LAYOUTS	20	72		2		48		48	45		143	\$ 14,666.03
4	674 - 677	4 - ABUTMENTS	39	62		2		72	48	90	36		248	\$ 27,050.36
8	678 - 685	8 - INTERIOR BENTS	34	24		2		72	36	38	42		190	\$ 22,021.06
2	686 - 687	2 - CONC SLAB SPAN	35	57		2		30	12	45	24		113	\$ 11,696.78
3	688 - 690	3 - CONC FRAMING PLAN & BENT REPORT	33	39		2		30	36	24	24		116	\$ 13,090.94
3	691 - 693	3 - CONC TYPICAL SECTIONS AND DEFLECTIONS	33	39		2		36	30	24	24		116	\$ 13,304.42
2	694 - 695	2 - PRESTR CONC I-GIRDER DESIGN	38	43		2		15	42	15	12		86	\$ 9,984.47
4	696 - 699	4 - ARCHITECTURAL TREATMENT	34	41		6		36	30	45	45		162	\$ 17,177.01
2	700 - 701	2 - DRAIN DETAILS	20	43		2		24	12	18	30		86	\$ 9,087.02
3	702 - 704	3 - BRIDGE BORING LOGS	18	11		2		3	6	15	6		32	\$ 3,209.57

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40	SUB-TOTAL SHEETS - CANAL BRIDGES (MAINLANES & FRONTAGE RDS)			0	35	0	465	312	437	312	0	1561	\$ 174,324.19
<b>WEST BOUND MAIN LANE BRIDGE OVER ANAYA (BY UNINTECH)</b>													
0	705 - 704	0 - BRIDGE LAYOUTS	68										\$ -
0	705 - 704	0 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	42										\$ -
0	705 - 704	0 - FOUNDATION LAYOUTS	20										\$ -
0	705 - 704	0 - FOUNDATION DETAILS- 1 TYPE(S)	20										\$ -
0	705 - 704	0 - ABUTMENTS - 1 TYPE	39										\$ -
0	705 - 704	0- INTERIOR BENTS - 1 TYPE	34										\$ -
0	705 - 704	0 - CONC SLAB SPAN & DEFLECTION - 1 UNIT	35										\$ -
0	705 - 704	0 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT	33										\$ -
0	705 - 704	0 - CONC TYPICAL SECTIONS AND DEFLECTIONS	33										\$ -
0	705 - 704	0 - PRESTR CONC BEAMS - IGNS	38										\$ -
0	705 - 704	0 - ARCHITECTURAL TREATMENT	34										\$ -
0	705 - 704	0 - DRAIN DETAILS	20										\$ -
0	705 - 704	0 - BRIDGE BORING LOGS	18										\$ -
0	SUB-TOTAL SHEETS - WEST BOUND MAIN LANE BRIDGE OVER ANAYA (BY UNINTECH)			0	0	0	0	0	0	0	0	0	\$ -
<b>EAST BOUND MAIN LANE BRIDGE OVER ANAYA (BY UNINTECH)</b>													
0	705 - 704	0 - BRIDGE LAYOUTS	68										\$ -
0	705 - 704	0 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	42										\$ -
0	705 - 704	0 - FOUNDATION LAYOUTS	20										\$ -
0	705 - 704	0 - ABUTMENTS	39										\$ -
0	705 - 704	0- INTERIOR BENTS	34										\$ -
0	705 - 704	0 - CONC SLAB SPAN	35										\$ -
0	705 - 704	0 - CONC FRAMING PLAN & BENT REPORT	33										\$ -
0	705 - 704	0 - CONC TYPICAL SECTIONS AND DEFLECTIONS	33										\$ -
0	705 - 704	0 - PRESTR CONC I-GIRDER DESIGN	38										\$ -
0	705 - 704	0 - ARCHITECTURAL TREATMENT	34										\$ -
0	705 - 704	0 - DRAIN DETAILS	20										\$ -
0	705 - 704	0 - BRIDGE BORING LOGS	18										\$ -
0	SUB-TOTAL SHEETS - EAST BOUND MAIN LANE BRIDGE OVER ANAYA (BY UNINTECH)			0	0	0	0	0	0	0	0	0	\$ -
<b>WEST BOUND MAIN LANE BRIDGE OVER HIGHLINE</b>													
1	705 - 705	1 - BRIDGE LAYOUTS	68	66	1	23	16		26			66	\$ 8,760.09
1	706 - 706	1 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	42	66	1	14	2	29		20		66	\$ 7,885.17
1	707 - 707	1 - FOUNDATION LAYOUTS	20	50		10	5	0	25	10		50	\$ 5,075.75
1	708 - 708	1 - FOUNDATION DETAILS- 1 TYPE(S)	20	60		12	6	18	12	12		60	\$ 6,966.60
4	709 - 712	4 - ABUTMENTS - 1 TYPE	39	30		24	6	42	24	24		120	\$ 13,719.72
4	713 - 716	4- INTERIOR BENTS - 1 TYPE	34	30		24	6	42	24	24		120	\$ 13,719.72
1	717 - 717	1 - CONC SLAB SPAN & DEFLECTION - 1 UNIT	35	51		10	3	15	13	10		51	\$ 5,712.56
1	718 - 718	1 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT	33	51		8	3	20	10	10		51	\$ 5,758.31
1	719 - 719	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	33	50		15	5	10	10	10		50	\$ 6,056.00
1	720 - 720	1 - PRESTR CONC BEAMS - IGNS	38	66		10	3	26	7	20		66	\$ 7,271.61
2	721 - 722	2 - ARCHITECTURAL TREATMENT	34	50		20	30		30	20		100	\$ 11,836.10
2	723 - 724	2 - DRAIN DETAILS	20	46		14	14	18	28	18		92	\$ 10,189.24
1	725 - 725	1 - BRIDGE BORING LOGS	18	26		4		2	6	14		26	\$ 2,303.36
21	SUB-TOTAL SHEETS - WEST BOUND MAIN LANE BRIDGE OVER HIGHLINE			0	2	188	99	222	215	192	0	918	\$ 105,254.23
<b>EAST BOUND MAIN LANE BRIDGE OVER HIGHLINE</b>													
1	726 - 726	1 - BRIDGE LAYOUTS	68	66	1	23	16	0	26	0		66	\$ 8,760.09
1	727 - 727	1 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	42	66	1	14	2	29	0	20		66	\$ 7,885.17

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2	728 - 729	2 - FOUNDATION LAYOUTS	20	40			16	8	9	31	16		80	\$	8,559.05
3	730 - 732	3 - ABUTMENTS	39	20			12	3	21	12	12		60	\$	6,859.86
2	733 - 734	2- INTERIOR BENTS	34	30			12	3	21	12	12		60	\$	6,859.86
2	735 - 736	2 - CONC SLAB SPAN	35	13			5	2	8	6	5		26	\$	2,960.48
1	737 - 737	1 - CONC FRAMING PLAN & BENT REPORT	33	51			8	3	20	10	10		51	\$	5,758.31
1	738 - 738	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	33	25			8	2	5	5	5		25	\$	3,035.26
1	739 - 739	1 - PRESTR CONC I-GIRDER DESIGN	38	66			10	3	26	7	20		66	\$	7,271.61
2	740 - 741	2 - ARCHITECTURAL TREATMENT	34	25			10	15	0	15	10		50	\$	5,918.05
1	742 - 742	1 - DRAIN DETAILS	20	46			7	7	9	14	9		46	\$	5,094.62
1	743 - 743	1 - BRIDGE BORING LOGS	18	26			4	0	2	6	14		26	\$	2,303.36
18		<b>SUB-TOTAL SHEETS - EAST BOUND MAIN LANE BRIDGE OVER HIGHLINE</b>			0	2	129	64	150	144	133	0	622	\$	71,265.72
		<b>BRIDGE STANDARDS (FOR BOTH S&amp;B AND UNINTECH)</b>													
1	744 - 744	1 - BAS-C BRIDGE APPROACH SLAB	2	2				1			1		2	\$	224.38
1	745	FD FOUNDATION DETAILS (1 OF 2)	2	2				1			1		2	\$	224.38
1	746	FD FOUNDATION DETAILS (2 OF 2)	2	2				1			1		2	\$	224.38
1	747	MEBRS MINIMUM ERECTION	2	2				1			1		2	\$	224.38
1	748	ODSR OPTIONAL DRILLED SHAFT REINFORCING	2	2				1			1		2	\$	224.38
1	749	PCP PRESTRESSED CONCRETE PANELS (1 OF 4)	2	2				1			1		2	\$	224.38
1	750	PCP PRESTRESSED CONCRETE PANELS (2 OF 4)	2	2				1			1		2	\$	224.38
1	751	PCP PRESTRESSED CONCRETE PANELS (3 OF 4)	2	2				1			1		2	\$	224.38
1	752	PCP PRESTRESSED CONCRETE PANELS (4 OF 4)	2	2				1			1		2	\$	224.38
1	753	PMDF PERMANENT METAL DECK FORMS (1 OF 2)	2	2				1			1		2	\$	224.38
1	754	PMDF PERMANENT METAL DECK FORMS (2 OF 2)	2	2				1			1		2	\$	224.38
1	755	SBTS THICKENED SLAB STEEL GIRDERS	0	2				1			1		2	\$	224.38
1	756	SBMS MISCELLANEOUS SLAB DETAIL STEEL GIRDERS	0	2				1			1		2	\$	224.38
1	757	SEJ-A SEALED EXPANSION JOINT	2	2				1			1		2	\$	224.38
1	758	SGEB ELASTOMERIC BEARING STEEL GIRDERS (1 OF 3)	2	2				1			1		2	\$	224.38
1	759	SGEB ELASTOMERIC BEARING STEEL GIRDERS (2 OF 3)	2	2				1			1		2	\$	224.38
1	760	SGEB ELASTOMERIC BEARING STEEL GIRDERS (3 OF 3)	2	2				1			1		2	\$	224.38
1	761	SGMD MISCELLANEOUS DETAILS STEEL GIRDERS (1 OF 3)	2	2				1			1		2	\$	224.38
1	762	SGMD MISCELLANEOUS DETAILS STEEL GIRDERS (2 OF 3)	2	2				1			1		2	\$	224.38
1	763	SGMD MISCELLANEOUS DETAILS STEEL GIRDERS (3 OF 3)	2	2				1			1		2	\$	224.38
1	764	T551 CONCRETE SAFTEY F-SHAPE RAIL (1 OF 2)	3	2				1			1		2	\$	224.38
1	765	T551 CONCRETE SAFTEY F-SHAPE RAIL (2 OF 2)	2	2				1			1		2	\$	224.38
1	766	BD-1 BRIDGE DRAIN	2	2				1			1		2	\$	224.38
1	767	IGCS CONTINUOUS SLAB DETAILS	2	2				1			1		2	\$	224.38
1	768	IGD PRESTRESSED CONCRETE I-GIRDER DETAILS (1 OF 2)	2	2				1			1		2	\$	224.38
1	769	IGD PRESTRESSED CONCRETE I-GIRDER DETAILS (2 OF 2)	2	2				1			1		2	\$	224.38
1	770	IGEB ELASTOMERIC BEARING AND GRDER END (1 OF 2)	2	2				1			1		2	\$	224.38
1	771	IGEB ELASTOMERIC BEARING AND GRDER END (2 OF 2)	2	2				1			1		2	\$	224.38
1	772	IGMS MISCELLANEOUS SLAB DETAIL	2	2				1			1		2	\$	224.38
1	773	IGTS THICKEND SLAB END DETAILS	2	2				1			1		2	\$	224.38
1	774	MEBRC MINIMUM ERECTION	2	2				1			1		2	\$	224.38
1	775	BL BRIDGE LIGHTING DETAILS	2	2				1			1		2	\$	224.38
1	776	CSAB CEMENT STABILIZED ABUTMENT BACKFILL	2	2				1			1		2	\$	224.38
0	777 - 776	0-CLF-RQ 8 FT CHAINLINK FENCE FOR RAILROAD OVERPASS (1 OF 2) (NOT REQUIRED)	2					0			0		0	\$	-
0	777 - 776	0-CLF-RQ 8 FT CHAINLINK FENCE FOR RAILROAD OVERPASS (2 OF 2) (NOT REQUIRED)	2					0			0		0	\$	-
1	777	CRR CONCRETE RIP RAP (TYPE RR 8 AND RR9)	2	2				1			1		2	\$	224.38
34		<b>SUB-TOTAL SHEETS - 0 - BRIDGE STANDARDS (FOR BOTH S&amp;B AND UNINTECH)</b>			0	0	0	34	0	0	34	0	68	\$	7,628.92

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154		SUB-TOTAL BRIDGE SHEETS			0	45	680	857	1056	1207	996	0	4841	\$	552,513.19
		VIII. TRAFFIC ITEMS													
0	778 - 777	FC 162 - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION													
0	778 - 777	SIGNALIZATION (5 INTERSECTIONS)													
6	778 - 783	6 - TRAFFIC SIGNAL EXISTING CONDITIONS LAYOUT	10	15			4		16	32	40		92	\$	7,685.64
6	784 - 789	6 - TRAFFIC SIGNAL PROPOSED LAYOUT	20	33	0	4	16		16	60	100		196	\$	16,698.68
8	790 - 797	8 - TRAFFIC SIGNAL ELECTRICAL DETAILS	20	24			16		16	60	100		192	\$	15,769.24
8	798 - 805	8 - TRAFFIC SIGNAL WIRING DIAGRAM	20	24			16		16	60	100		192	\$	15,769.24
8	806 - 813	8 - PROPOSED LEDs	20	24			16		16	60	100		192	\$	15,769.24
2	814 - 815	2 - TRAFFIC SIGNAL NOTES & DETAILS	10	18					4	16	16		36	\$	2,739.08
2	816 - 817	2 - TRAFFIC SIGNAL ESTIMATED QUANTITIES	20	10					4	12	4		20	\$	1,661.44
17	818 - 834	17 - TRAFFIC SIGNAL STANDARDS	2	2					17		17		34	\$	3,209.60
	835 - 834	FC 162-PREPARE SIGNING & PAVEMENT MARKING DESIGN													
30	835 - 864	30- SIGNING LAYOUT (1:100) (MAINLANES & FRTG RDS)	15	13	0	5			60	160	160		385	\$	31,036.00
30	865 - 894	30- PAVEMENT MARKING LAYOUT (1:100) (MAINLANES & FRTG RDS)	15	14	0	8			40	120	240		408	\$	31,399.28
6	895 - 900	6- SIGNING LAYOUT (1:100) (INTERSECTING ROADS)	15	16	0	1			14	40	40		95	\$	7,576.74
6	901 - 906	6- PAVEMENT MARKING LAYOUT (1:100) (INTERSECTING ROADS)	15	16	0	1			14	40	40		95	\$	7,576.74
4	907 - 910	4 - SMALL SIGN SUMMARY	20	21	0	2	6		12	24	40		84	\$	7,398.06
2	911 - 912	2 - LARGE SIGN SUMMARY	20	24	0	1	3		8	12	24		48	\$	4,205.89
8	913 - 920	8 - LARGE SIGN DETAILS	20	18	0	4	4		24	32	80		144	\$	12,193.64
0	921 - 920	SIGNING AND PAVEMENT MARKING STANDARDS:													
5	921 - 925	5 - TSR(1)-08 THRU TSR(5)-08	2	0					1		1		2	\$	188.80
1	926	SMD(GEN)-08	2	2					1		1		2	\$	188.80
3	927 - 929	3 - SMD(SLIP-1)-08 THRU (SLIP-3)-08	2	1					1		1		2	\$	188.80
4	930 - 933	4 - SMD(2-1) THRU (2-4)-08	2	1					1		1		2	\$	188.80
1	934	SMD (TY G)-08	2	2					1		1		2	\$	188.80
1	935	SMD (8W1)-08	2	2					1		1		2	\$	188.80
1	936	SMD (8W2)-08	2	2					1		1		2	\$	188.80
1	937	BMCS	2	2					1		1		2	\$	188.80
1	938	SPECIAL SIGN MOUNT DETAILS	2	2					1		1		2	\$	188.80
5	939 - 943	5 - D&OM(1) THRU (5)-04	2	0					1		1		2	\$	188.80
1	944	D&OM(VIA)-04	2	2					1		1		2	\$	188.80
1	945	PM(1)-03	2	2					1		1		2	\$	188.80
1	946	PM(2)-08	2	2					1		1		2	\$	188.80
1	947	PM(4)-03	2	2					1		1		2	\$	188.80
2	948 - 949	2 - PM(5) THRU (6)-01	2	1					1		1		2	\$	188.80
1	950	FPM(1)-08	2	2					1		1		2	\$	188.80
1	951	SIGN MNT DET,- LARGE RDS. SIGNS: SMD(2-6)-08	20	24					8	8	8		24	\$	2,114.56
2	952 - 953	2 - OVERHEAD SIGN BRIDGE DETAILS: OSB-Z1	10	12					8	8	8		24	\$	2,114.56
2	954 - 955	2 - HIGH LEVEL OVERHEAD SIGN BRIDGE DETAILS: HOSB-Z1	10	12					8	8	8		24	\$	2,114.56
2	956 - 957	2 - OVERHEAD SIGN BRIDGE TOWER DETAILS: OSBT	10	12					8	8	8		24	\$	2,114.56
1	958	OVERHEAD SIGN BRIDGE TRUSS DETAILS: OSBC	20	24					8	8	8		24	\$	2,114.56
1	959	FOUNDATION EMBEDMENT SELECTION CHARTS:OSB-FD	20	24					8	8	8		24	\$	2,114.56
1	960	OVERHEAD SIGN BRIDGE DETAILS: COSS & OSB-SZ	20	24					8	8	8		24	\$	2,114.56
1	961	CANTILEVER OVERHEAD SIGN SUPPORTS: COSS-Z1-10	20	24					8	8	8		24	\$	2,114.56
1	962	HIGH LEVEL CANTILEVER OVERHEAD SIGN SUPPORTS: HCOSS-Z1-10	20	24					8	8	8		24	\$	2,114.56
2	963 - 964	2 - CANTILEVER OVERHEAD SIGN SUPPORT DETAILS: COSSD	10	12					8	8	8		24	\$	2,114.56
1	965	CANTILEVER OVERHEAD SIGN SUPPORT FOUNDATION: COSSF	20	24					8	8	8		24	\$	2,114.56

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Item No.	Code	Description	Est. Hrs	Actual Hrs	Est. \$	Actual \$	Est. \$	Actual \$	Est. \$	Actual \$	Est. \$	Actual \$	Est. \$	Actual \$	
1	966	FOUNDATION EMBEDMENT SELECTION CHARTS: COSS-FD	20	24				8	8	8		24	\$	2,114.56	
3	967 - 969	3 - FPM(2) THRU (4)-00A	2	1				1		1		2	\$	188.80	
192		<b>SUB-TOTAL - FC 162 - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION</b>			0	26	81	0	390	824	1214	0	2535	\$	209,272.83
		<b>FC 163 - MISCELLANEOUS - HIGH MAST ILLUMINATION</b>													
0	970 - 969	0-PREPARE ILLUMINATION DESIGN:													
1	970	SUMMARY OF QUANTITIES	16	25	0	1			8	10	6	25	\$	2,368.70	
10	971 - 980	10 - ILLUMINATION LAYOUT	30	22	0	19			30	86	80	215	\$	19,805.06	
10	981 - 990	10 - ILLUMINATION CIRCUIT DIAGRAM	30	21	0	18			30	86	80	214	\$	19,572.70	
7	991 - 997	7 - UNDERPASS LIGHTING	30	14	0	10			24	24	40	98	\$	9,701.36	
10	998 - 1007	10 - LIGHTING CONTOUR	30	9	0	9	16		4	28	32	89	\$	9,558.96	
6	8 - 13	6 - MISCELLANEOUS ILLUMINATION DETAILS	10	2					3	4	5	12	\$	997.74	
0	14 - 13	0-ILLUMINATION STANDARDS													
7	14 - 20	7 - ED(1) THRU ED(7)-03	2	1					2		2	4	\$	377.60	
2	21 - 22	2 - RID(LUM 1) THRU (LUM2)-07	2	2					2		2	4	\$	377.60	
2	23 - 24	2 - SP-80 (1) THRU (2)	2	2					2		2	4	\$	377.60	
1	25	TS-FD-99	2	2					1		1	2	\$	188.80	
1	26	LUM-A-99	2	2					1		1	2	\$	188.80	
1	27	RID (UP)-07	2	2					1		1	2	\$	188.80	
58		<b>SUB-TOTAL - FC 163 - MISCELLANEOUS - HIGH MAST ILLUMINATION</b>			0	57	16	0	108	238	252	0	671	\$	63,703.72
		<b>IX. ENVIRONMENTAL</b>													
		<b>FC 163 - Misc.</b>													
0	28 - 27	PREPARE SW3P :													
0	28 - 27	0 - SW3P NARRATIVE (BY DOS)	10										\$	-	
0	28 - 27	0 - SW3P LAYOUTS (BY DOS)	20										\$	-	
0	28 - 27	0 - MISCELLANEOUS SW3P DETAILS (BY DOS)	10										\$	-	
0	28 - 27	SW3P STANDARDS:													
0	28 - 27	0 - EC-(1 )THRU (3)-93 (BY DOS)	2										\$	-	
0	28 - 27	0 - CONDUCT SENSITIVE AREAS INVESTIGATION													
2	28 - 29	2-EPIC SHEETS	30	34		4			40		24	68	\$	7,447.36	
0	30 - 29	0 - PREPARE WETLAND MITIGATION PLAN (BY DOS)	30									0	\$	-	
0	30 - 29	0 - PREPARE MISCELLANEOUS DETAILS (BY DOS)	10									0	\$	-	
2		<b>SUB-TOTAL - FC 163 - Misc.</b>			0	4	0	0	40	0	24	0	68	\$	7,447.36
		<b>X. MISCELLANEOUS</b>													
		<b>FC 163 - MISCELLANEOUS - LANDSCAPING/AESTHETICS</b>													
0	30 - 29	0 - LANDSCAPING/IRRIGATION (To Be Provided by HCRMA)									4	4	\$	258.52	
0	30 - 29	0 - AESTHETIC PLAN (To Be Provided by HCRMA)	34								4	4	\$	258.52	
0	30 - 29	0 - AESTHETIC DETAILS (To Be Provided by HCRMA)	30								4	4	\$	258.52	
0		<b>SUB-TOTAL - FC 163 - MISCELLANEOUS - LANDSCAPING/AESTHETICS</b>			0	0	0	0	0	0	12	0	12	\$	775.56
		<b>XI. CROSS SECTIONS</b>													
		<b>FC 163 - MISCELLANEOUS - CROSS SECTIONS</b>													
150	30 - 179	150 - CROSS SECTIONS (RDWY & DETENTION) (11x17 SHEETS) Includes Earthwork Calculations			4	20			40	480	120	664	\$	53,619.20	
150		<b>SUB-TOTAL - FC 163 - MISCELLANEOUS - CROSS SECTIONS</b>			4	20	0	0	40	480	120	0	664	\$	53,619.20
1179		<b>GRAND TOTAL</b>			82	877	2528	1189	4412	6347	6914	250	22599	\$	2,345,906.73
		<b>HOURS SUB-TOTALS</b>			82	877	2,528	1,189	4,412	6,347	6,914	250	22,599		
		LABOR RATE PER HOUR			\$ 290.45	\$ 232.36	\$ 174.27	\$ 159.75	\$ 124.17	\$ 75.52	\$ 64.63	\$ 55.19			
		DIRECT LABOR COSTS			\$ 23,816.90	\$ 203,779.72	\$ 440,554.56	\$ 189,942.75	\$ 547,838.04	\$ 479,325.44	\$ 446,851.82	\$ 13,797.50	\$ 2,345,906.73		
		<b>TOTAL</b>			\$ 23,816.90	\$ 203,779.72	\$ 440,554.56	\$ 189,942.75	\$ 547,838.04	\$ 479,325.44	\$ 446,851.82	\$ 13,797.50	\$ 2,345,906.73		

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MAXIMUM AMOUNT PAYABLE  
 SH 365 PROJECT (CSJ: 3627-01-001)  
 Develop PS&E for Proposed SH 365 Project  
 From McColl Rd To GSA Connector  
**S&B INFRASTRUCTURE, LTD**

	PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)				1.02%	8.69%	18.78%	8.10%	23.35%	20.43%	19.05%	0.59%	100.00%	
	PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)				0.36%	3.88%	11.19%	5.26%	19.52%	28.09%	30.59%	1.11%	100.00%	
BASIC SERVICES - BRIDGE AND RETAINING WALL DESIGN - UNINTECH													\$ 652,595.00	
BASIC SERVICES - SW3P AND IRRIGATION - DOS LOGISTICS													\$ 69,170.30	
SPECIAL SERVICES -- SEE SPECIAL SERVICES SHEET TAB (MOVED S&B TASKS TO MAIN TAB AND PREPARED SEPARATE TAB FOR TERRACON)													\$ -	
SPECIAL SERVICES - GEOTECHNICAL - TERRACON													\$ 440,142.79	
SPECIAL SERVICES - PUBLIC AND VE CHANGES - S&B													\$ 88,444.04	
TOTAL DIRECT EXPENSES (FROM BELOW)													\$ 15,191.30	
<b>GRAND TOTAL - INCLUDING DIRECT EXPENSES</b>													<b>\$ 3,611,450.16</b>	

DIRECT EXPENSES														
	REPRO 1179 SHEETS X \$2.00 / SHEET (MYLAR) +((1179 SHEETS X \$0.25) X4)/ PAPER SHEET - CHECK PLOTS & REVIEW SETS)+ (1179 PAPER SHEETS X 10 SUBMITTAL SETS X \$0.25)													\$ 6,484.50
	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
<b>TOTAL DIRECT EXPENSES</b>													<b>\$ 15,191.30</b>	

	% / CONSTRUCTION	AMOUNT
BASIC SERVICES	4.85%	\$ 3,067,672.03
SPECIAL SERVICES	0.86%	\$ 543,778.13
<b>TOTAL</b>		<b>\$ 3,611,450.16</b>
CONSTRUCTION AMOUNT WITHOUT TOLL EQUIP		63.257 MILLION

TEAM SUMMARY			
	TERRACON	12%	\$ 440,142.79
DBE	UNINTECH	18%	\$ 652,595.00
DBE	DOS LOGISTICS	2%	\$ 69,170.30
	S&B	68%	\$ 2,449,542.07
<b>TOTAL</b>			<b>\$ 3,611,450.16</b>

**ASSUMPTIONS:**  
 1. This WA does not include design for relocations of utilities, irrigation lines, siphons, or channels and it will be considered as a separate supplemental to this WA.

EXHIBIT B  
 DETAILED FEE SCHEDULE FOR SH 365 PHASE I (PS + E SERVICES)  
 FROM MCCOLL TO GSA CONNECTOR  
**S B INFRASTRUCTURE, LTD PHASE I**

Contract No.  
0032

MAXIMUM AMOUNT PAYABLE  
 SH 365 PROJECT (CSJ: 3627-01-001)  
 Develop PS&E for Proposed SH 365 Project  
 From McColl Rd To GSA Connector  
**UNINTECH CONSULTING ENGINEERS, INC.**

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.
					\$ 195.00	\$ 165.00	\$ 165.00	\$ 165.00	\$ 130.00	\$ 100.00	\$ 65.00		
0		FC 163 - MISCELLANEOUS - RETAINING WALL											
44	44	44 - PREPARE RETAINING WALL PLAN AND PROFILE SHEETS/ <del>BORING DATA</del> (SLOPE STABILITY BY TERRACON)	30	32	4		60		200	300	840		1404
4	45 - 48	4 - PREPARE RETAINING WALL MISCELLANEOUS DETAILS (BY S&B)	20	0	0		0		0	0	0		0
9	49 - 57	9 - Boring Data	2	2			2			4	10		16
0	58 - 57	0 - STANDARDS (BY S&B)	2										0
0	58 - 57	0 - RW (MSE)	2						0		0		0
0	58 - 57	0 - RW (TRF)	2						0		0		0
0	58 - 57	0 - RW (TEW)	2						0		0		0
0	58 - 57	0 - EMRW-94	2						0		0		0
57					4	0	62	0	200	304	850	0	1420
		<b>TOTAL RETAINING WALL FEE</b>			\$ 780.00	\$ -	\$ 10,230.00	\$ -	\$ 26,000.00	\$ 30,400.00	\$ 55,250.00	\$ -	\$ 122,660.00
<b>VII. BRIDGES</b>													
	58 - 57	<b>WEST BOUND MAIN LANE BRIDGE OVER CAGE (US 281)</b>											
1	58 - 58	1 - BRIDGE LAYOUTS	68	60		1	23	16		20			60
1	59 - 59	1 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	42	66		1	14	2	29		20		66
1	60 - 60	1 - FOUNDATION LAYOUTS	20	44			10	5	0	19	10		44
1	61 - 61	1 - FOUNDATION DETAILS- 1 TYPE(S)	20	57			12	6	18	9	12		57
4	62 - 65	4 - ABUTMENTS - 1 TYPE	39	29			24	6	42	18	24		114
4	66 - 69	4- INTERIOR BENTS - 1 TYPE	34	29			24	6	42	18	24		114
1	70 - 70	1 - CONC SLAB SPAN & DEFLECTION - 1 UNIT	35	47			10	3	15	9	10		47
1	71 - 71	1 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT	33	49			8	3	20	8	10		49
1	72 - 72	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	33	48			15	5	10	8	10		48
1	73 - 73	1 - PRESTR CONC BEAMS - IGNS	38	64			10	3	26	5	20		64
2	74 - 75	2 - ARCHITECTURAL TREATMENT	34	47			20	30		23	20		93
2	76 - 77	2 - DRAIN DETAILS	20	43			14	14	18	21	18		85
1	78 - 78	1 - BRIDGE BORING LOGS	18	25			4		2	5	14		25
21		<b>SUB-TOTAL SHEETS - 0 - WEST BOUND MAIN LANE BRIDGE OVER CAGE (US 281)</b>			0	2	188	99	222	163	192	0	866
		<b>SUB-TOTAL FEE FOR - 0 - WEST BOUND MAIN LANE BRIDGE OVER CAGE (US 281)</b>			\$ -	\$ 330.00	\$ 31,020.00	\$ 16,335.00	\$ 28,860.00	\$ 16,300.00	\$ 12,480.00	\$ -	\$ 105,325.00
		<b>EAST BOUND MAIN LANE BRIDGE OVER CAGE (US 281)</b>											
1	79 - 79	1 - BRIDGE LAYOUTS	68	60		1	23	16	0	20	0		60
1	80 - 80	1 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	42	66		1	14	2	29	0	20		66
2	81 - 82	2 - FOUNDATION LAYOUTS	20	37			16	8	9	24	16		73

EXHIBIT B  
 DETAILED FEE SCHEDULE FOR SH 365 PHASE I (PS + E SERVICES)  
 FROM MCCOLL TO GSA CONNECTOR  
**S B INFRASTRUCTURE, LTD PHASE I**

Contract No.  
0032

MAXIMUM AMOUNT PAYABLE  
 SH 365 PROJECT (CSJ: 3627-01-001)  
 Develop PS&E for Proposed SH 365 Project  
 From McColl Rd To GSA Connector  
**UNINTECH CONSULTING ENGINEERS, INC.**

No.	Sheet No.	Description	Est. No.	Est. No.	Est. No.	Est. No.	Est. No.	Est. No.	Est. No.	Est. No.	Est. No.	Est. No.	
3	83 - 85	3 - ABUTMENTS	39	19			12	3	21	9	12	57	
2	86 - 87	2- INTERIOR BENTS	34	29			12	3	21	9	12	57	
2	88 - 89	2 - CONC SLAB SPAN	35	12			5	2	8	4	5	24	
1	90 - 90	1 - CONC FRAMING PLAN & BENT REPORT	33	49			8	3	20	8	10	49	
1	91 - 91	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	33	24			8	2	5	4	5	24	
1	92 - 92	1 - PRESTR CONC I-GIRDER DESIGN	38	64			10	3	26	5	20	64	
2	93 - 94	2 - ARCHITECTURAL TREATMENT	34	23			10	15	0	11	10	46	
1	95 - 95	1 - DRAIN DETAILS	20	43			7	7	9	11	9	43	
1	96 - 96	1 - BRIDGE BORING LOGS	18	25			4	0	2	5	14	25	
<b>18</b>		<b>SUB-TOTAL SHEETS - EAST BOUND MAIN LANE BRIDGE OVER CAGE (US 281)</b>			<b>0</b>	<b>2</b>	<b>129</b>	<b>64</b>	<b>150</b>	<b>110</b>	<b>133</b>	<b>0</b>	<b>588</b>
		<b>SUB-TOTAL FEE FOR - EAST BOUND MAIN LANE BRIDGE OVER CAGE (US 281)</b>			<b>\$ -</b>	<b>\$ 330.00</b>	<b>\$ 21,285.00</b>	<b>\$ 10,560.00</b>	<b>\$ 19,500.00</b>	<b>\$ 11,000.00</b>	<b>\$ 8,645.00</b>	<b>\$ -</b>	<b>\$ 71,320.00</b>
		<b>WEST BOUND MAIN LANE BRIDGE OVER DICKER ROAD</b>											
1	97 - 97	1 - BRIDGE LAYOUTS	68	60		1	23	16		20		60	
1	98 - 98	1-SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	42	66		1	14	2	29		20	66	
1	99 - 99	1 - FOUNDATION LAYOUTS	20	44			10	5	0	19	10	44	
1	100 - 100	1 - FOUNDATION DETAILS- 1 TYPE(S)	20	57			12	6	18	9	12	57	
4	101 - 104	4 - ABUTMENTS - 1 TYPE	39	29			24	6	42	18	24	114	
4	105 - 108	4- INTERIOR BENTS - 1 TYPE	34	29			24	6	42	18	24	114	
1	109 - 109	1 - CONC SLAB SPAN & DEFLECTION - 1 UNIT	35	47			10	3	15	9	10	47	
1	110 - 110	1 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT	33	49			8	3	20	8	10	49	
1	111 - 111	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	33	48			15	5	10	8	10	48	
1	112 - 112	1 - PRESTR CONC BEAMS - IGNS	38	64			10	3	26	5	20	64	
2	113 - 114	2 - ARCHITECTURAL TREATMENT	34	47			20	30		23	20	93	
2	115 - 116	2 - DRAIN DETAILS	20	43			14	14	18	21	18	85	
1	117 - 117	1 - BRIDGE BORING LOGS	18	25			4		2	5	14	25	
<b>21</b>		<b>SUB-TOTAL SHEETS - WEST BOUND MAIN LANE BRIDGE OVER DICKER ROAD</b>			<b>0</b>	<b>2</b>	<b>188</b>	<b>99</b>	<b>222</b>	<b>163</b>	<b>192</b>	<b>0</b>	<b>866</b>
		<b>SUB-TOTAL FEE FOR - WEST BOUND MAIN LANE BRIDGE OVER DICKER ROAD</b>			<b>\$ -</b>	<b>\$ 330.00</b>	<b>\$ 31,020.00</b>	<b>\$ 16,335.00</b>	<b>\$ 28,860.00</b>	<b>\$ 16,300.00</b>	<b>\$ 12,480.00</b>	<b>\$ -</b>	<b>\$ 105,325.00</b>
		<b>EAST BOUND MAIN LANE BRIDGE OVER DICKER ROAD</b>											
1	118 - 118	1 - BRIDGE LAYOUTS	68	60		1	23	16	0	20	0	60	
1	119 - 119	1-SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	42	66		1	14	2	29	0	20	66	
2	120 - 121	2 - FOUNDATION LAYOUTS	20	37			16	8	9	24	16	73	
3	122 - 124	3 - ABUTMENTS	39	19			12	3	21	9	12	57	
2	125 - 126	2- INTERIOR BENTS	34	29			12	3	21	9	12	57	
2	127 - 128	2 - CONC SLAB SPAN	35	12			5	2	8	4	5	24	
1	129 - 129	1 - CONC FRAMING PLAN & BENT REPORT	33	49			8	3	20	8	10	49	
1	130 - 130	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	33	24			8	2	5	4	5	24	
1	131 - 131	1 - PRESTR CONC I-GIRDER DESIGN	38	64			10	3	26	5	20	64	
2	132 - 133	2 - ARCHITECTURAL TREATMENT	34	23			10	15	0	11	10	46	
1	134 - 134	1 - DRAIN DETAILS	20	43			7	7	9	11	9	43	
1	135 - 135	1 - BRIDGE BORING LOGS	18	25			4	0	2	5	14	25	
<b>18</b>		<b>SUB-TOTAL SHEETS - EAST BOUND MAIN LANE BRIDGE OVER DICKER ROAD</b>			<b>0</b>	<b>2</b>	<b>129</b>	<b>64</b>	<b>150</b>	<b>110</b>	<b>133</b>	<b>0</b>	<b>588</b>

EXHIBIT B  
 DETAILED FEE SCHEDULE FOR SH 365 PHASE I (PS + E SERVICES)  
 FROM MCCOLL TO GSA CONNECTOR  
**S B INFRASTRUCTURE, LTD PHASE I**

Contract No.  
0032

MAXIMUM AMOUNT PAYABLE  
 SH 365 PROJECT (CSJ: 3627-01-001)  
 Develop PS&E for Proposed SH 365 Project  
 From McColl Rd To GSA Connector  
**UNINTECH CONSULTING ENGINEERS, INC.**

SUB-TOTAL FEE FOR - EAST BOUND MAIN LANE BRIDGE OVER DICKER ROAD													
					\$ -	\$ 330.00	\$ 21,285.00	\$ 10,560.00	\$ 19,500.00	\$ 11,000.00	\$ 8,645.00	\$ -	\$ 71,320.00
WEST BOUND MAIN LANE BRIDGE OVER ANAYA													
1	136 - 136	1 - BRIDGE LAYOUTS	68	60		1	23	16		20			60
1	137 - 137	1 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	42	66		1	14	2	29		20		66
1	138 - 138	1 - FOUNDATION LAYOUTS	20	44			10	5	0	19	10		44
1	139 - 139	1 - FOUNDATION DETAILS- 1 TYPE(S)	20	57			12	6	18	9	12		57
4	140 - 143	4 - ABUTMENTS - 1 TYPE	39	29			24	6	42	18	24		114
4	144 - 147	4- INTERIOR BENTS - 1 TYPE	34	29			24	6	42	18	24		114
1	148 - 148	1 - CONC SLAB SPAN & DEFLECTION - 1 UNIT	35	47			10	3	15	9	10		47
1	149 - 149	1 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT	33	49			8	3	20	8	10		49
1	150 - 150	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	33	48			15	5	10	8	10		48
1	151 - 151	1 - PRESTR CONC BEAMS - IGNS	38	64			10	3	26	5	20		64
2	152 - 153	2 - ARCHITECTURAL TREATMENT	34	47			20	30		23	20		93
2	154 - 155	2 - DRAIN DETAILS	20	43			14	14	18	21	18		85
1	156 - 156	1 - BRIDGE BORING LOGS	18	25			4		2	5	14		25
21		<b>SUB-TOTAL SHEETS - WEST BOUND MAIN LANE BRIDGE OVER ANAYA</b>			0	2	188	99	222	163	192	0	866
SUB-TOTAL FEE FOR - WEST BOUND MAIN LANE BRIDGE OVER ANAYA													
					\$ -	\$ 330.00	\$ 31,020.00	\$ 16,335.00	\$ 28,860.00	\$ 16,300.00	\$ 12,480.00	\$ -	\$ 105,325.00
EAST BOUND MAIN LANE BRIDGE OVER ANAYA													
1	157 - 157	1 - BRIDGE LAYOUTS	68	60		1	23	16	0	20	0		60
1	158 - 158	1 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	42	66		1	14	2	29	0	20		66
2	159 - 160	2 - FOUNDATION LAYOUTS	20	37			16	8	9	24	16		73
3	161 - 163	3 - ABUTMENTS	39	19			12	3	21	9	12		57
2	164 - 165	2- INTERIOR BENTS	34	29			12	3	21	9	12		57
2	166 - 167	2 - CONC SLAB SPAN	35	12			5	2	8	4	5		24
1	168 - 168	1 - CONC FRAMING PLAN & BENT REPORT	33	49			8	3	20	8	10		49
1	169 - 169	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	33	24			8	2	5	4	5		24
1	170 - 170	1 - PRESTR CONC I-GIRDER DESIGN	38	64			10	3	26	5	20		64
2	171 - 172	2 - ARCHITECTURAL TREATMENT	34	23			10	15	0	11	10		46
1	173 - 173	1 - DRAIN DETAILS	20	43			7	7	9	11	9		43
1	174 - 174	1 - BRIDGE BORING LOGS	18	25			4	0	2	5	14		25
18		<b>SUB-TOTAL SHEETS - EAST BOUND MAIN LANE BRIDGE OVER ANAYA</b>			0	2	129	64	150	110	133	0	588
SUB-TOTAL FEE FOR - EAST BOUND MAIN LANE BRIDGE OVER ANAYA													
					\$ -	\$ 330.00	\$ 21,285.00	\$ 10,560.00	\$ 19,500.00	\$ 11,000.00	\$ 8,645.00	\$ -	\$ 71,320.00
107.5		<b>TOTAL BRIDGE SHEETS</b>			0	12	951	489	1116	819	975	0	4362 BRDG HRS
107.5		<b>GRAND TOTAL BRIDGE FEE</b>			\$ -	\$ 1,980.00	\$ 156,915.00	\$ 80,685.00	\$ 145,080.00	\$ 81,900.00	\$ 63,375.00	\$ -	\$ 529,935.00
117		<b>GRAND TOTAL ALL SHEETS</b>			4	12	1013	489	1316	1123	1825	0	5782 TOT HRS
174		<b>GRAND TOTAL FEE</b>			\$ 780.00	\$ 1,980.00	\$ 167,145.00	\$ 80,685.00	\$ 171,080.00	\$ 112,300.00	\$ 118,625.00	\$ -	\$ 652,595.00

EXHIBIT B  
 DETAILED FEE SCHEDULE FOR SH 365 PHASE I (PS + E SERVICES)  
 FROM MCCOLL TO GSA CONNECTOR  
**S B INFRASTRUCTURE, LTD PHASE I**

Contract No.  
0032

MAXIMUM AMOUNT PAYABLE SH 365 PROJECT (CSJ: 3627-01-001) Develop PS&E for Proposed SH 365 Project From McColl Rd To GSA Connector <b>TERRACON CONSULTANTS, INC.</b>										
SPECIAL SERVICES - GEOTECHNICAL DESCRIPTION	Project Manager	Project Manager/Level 3 Quality Reviewer	Project Engineer	Staff Engineer	Field Coordinator	Project Administrator	Engineering Tech / Field Technician	CADD Tech/Graphics Designer	Total Labor Hrs.	Task Cost
<b>FC 110 - ROUTE &amp; DESIGN STUDIES</b>										
<b>BRIDGES</b>										
<b>BRIDGE TASKS:</b> DEVELOP CROSS SECTIONS; EVALUATE LABORATORY RESULTS; SELECT SOIL PROFILES AND PROPERTIES FOR DESIGN; PREPARE DESIGN EVALUATIONS FOR AXIAL AND LATERAL LOADING; EVALUATE EMBANKMENT SETTLEMENT; EVALUATE DOWNDRAW ON FOUNDATIONS; DEVELOP DESIGN OPTIONS; REVIEW DESIGN WITH ENGINEER; PREPARE DRAFT DESIGN RECOMMENDATIONS AND TABLES; INTERIM DESIGN REVIEW (INTERNAL); INTERIM DESIGN REVIEW (ENGINEER)										
<b>BRIDGES</b>										
JACKSON RD OVERPASS	10	4	32	21		4		2	73	\$ 7,495.14
US 281 OVERPASS	10	4	32	21		4		2	73	\$ 7,495.14
"I" ROAD OVERPASS	10	4	32	21		4		2	73	\$ 7,495.14
DICKER RD OVERPASS	10	4	32	21		4		2	73	\$ 7,495.14
LAS MILPAS RD UNDERPASS	10	4	32	21		4		2	73	\$ 7,495.14
DRAINAGE DITCH BRIDGES	10	4	32	21		4		2	73	\$ 7,495.14
ANAYA ROAD OVERPASS	10	4	32	21		4		2	73	\$ 7,495.14
HIGHLINE ROAD OVERPASS	10	4	32	21		4		2	73	\$ 7,495.14
<b>SUB-TOTAL - BRIDGES</b>	<b>80</b>	<b>32</b>	<b>256</b>	<b>168</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>16</b>	<b>584</b>	<b>\$ 59,961.12</b>
<b>RETAINING WALLS</b>										
<b>RW TASKS:</b> DEVELOP CROSS SECTIONS (TO BE DONE BY S&B); EVALUATE LABORATORY RESULTS; SELECT SOIL PROFILES AND PROPERTIES FOR DESIGN; PREPARE CROSS SECTIONS FOR ANALYSIS; EVALUATE EMBANKMENT SETTLEMENT; EVALUATE SLIDING, GLOBAL STABILITY, OVERTURNING; REVIEW DESIGN WITH ENGINEER; PREPARE DRAFT DESIGN RECOMMENDATIONS; INTERIM DESIGN REVIEW (INTERNAL); INTERIM DESIGN REVIEW (ENGINEER)										
RETAINING WALLS (5 DESIGNS)	60	20	180	120		20		10	410	\$ 42,270.60
<b>SUB-TOTAL - RETAINING WALLS</b>	<b>60</b>	<b>20</b>	<b>180</b>	<b>120</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>10</b>	<b>410</b>	<b>\$ 42,270.60</b>
<b>LEVEES</b>										
<b>LEVEE TASKS:</b> DEVELOP CROSS SECTIONS (TO BE DONE BY S&B); EVALUATE LABORATORY RESULTS; SELECT SOIL PROFILES AND PROPERTIES FOR DESIGN; PREPARE CROSS SECTIONS FOR ANALYSIS; EVALUATE EMBANKMENT SETTLEMENT; EVALUATE SLIDING, GLOBAL STABILITY, OVERTURNING; EVALUATE SEEPAGE; PREPARE DRAFT DESIGN RECOMMENDATIONS; INTERIM DESIGN REVIEW (INTERNAL); INTERIM DESIGN REVIEW (ENGINEER)										
LEVEES - EVALUATIONS AND SEPARATE REPORT	40	12	120	80		8		40	300	\$ 29,132.40
<b>SUB-TOTAL - LEVEES</b>	<b>40</b>	<b>12</b>	<b>120</b>	<b>80</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>40</b>	<b>300</b>	<b>\$ 29,132.40</b>
<b>PAVEMENT</b>										
PAVEMENT DESIGN AND REPORT (NOT REQUIRED DONE BY L&G)	0	0	0	0		0		0	0	\$ -
<b>SUB-TOTAL - PAVEMENT</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
<b>FINAL REPORT</b>										
GEOTECHNICAL DESIGN REPORT	16	3	80	100		16		4	219	\$ 21,034.90
<b>SUB-TOTAL - FINAL REPORT</b>	<b>16</b>	<b>3</b>	<b>80</b>	<b>100</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>4</b>	<b>219</b>	<b>\$ 21,034.90</b>
<b>FIELD EXPLORATION</b>										
BOREHOLE LOGGING FIELD (81 BORINGS)							703		703	\$ 32,176.31
LOGS (3980 FT OF BORINGS) IN GINT						27		53	80	\$ 4,206.79

EXHIBIT B  
 DETAILED FEE SCHEDULE FOR SH 365 PHASE I (PS + E SERVICES)  
 FROM MCCOLL TO GSA CONNECTOR  
**S B INFRASTRUCTURE, LTD PHASE I**

Contract No.  
0032

MAXIMUM AMOUNT PAYABLE SH 365 PROJECT (CSJ: 3627-01-001) Develop PS&E for Proposed SH 365 Project From McColl Rd To GSA Connector <b>TERRACON CONSULTANTS, INC.</b>										
BORING QC IN LAB (81 BORINGS), ASSIGN LAB, QC LOGS	4	4	20	81		41			150	\$ 13,047.61
CPTS (REVIEW FIELD DATA, PREPARE PLOTS QC RESULTS)	4	4		25					33	\$ 3,282.06
<b>SUB-TOTAL - FIELD EXPLORATION</b>	<b>8</b>	<b>8</b>	<b>20</b>	<b>106</b>	<b>0</b>	<b>68</b>	<b>703</b>	<b>53</b>	<b>966</b>	<b>\$ 52,712.77</b>
<b>FIELD MANAGEMENT</b>										
SURVEY COORD, UTILITY COORD, SCHEDULE, ARRANGE TRAFFIC CONTROL, MANAGE FIELD CREWS & DRILLING/CPT SUBS)	8	2	80			40			130	\$ 12,521.00
<b>SUB-TOTAL - FIELD MANAGEMENT</b>	<b>8</b>	<b>2</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>130</b>	<b>\$ 12,521.00</b>
<b>GRAND TOTAL</b>	<b>212</b>	<b>77</b>	<b>736</b>	<b>574</b>	<b>0</b>	<b>184</b>	<b>703</b>	<b>123</b>	<b>2609</b>	<b>\$ 217,632.79</b>
<b>HOURS SUB-TOTALS</b>	<b>212</b>	<b>77</b>	<b>736</b>	<b>574</b>	<b>0</b>	<b>184</b>	<b>703</b>	<b>123</b>	<b>2,609</b>	
LABOR RATE PER HOUR	\$ 137.82	\$ 137.82	\$ 105.45	\$ 87.18	\$ 70.36	\$ 67.67	\$ 45.77	\$ 44.90		
DIRECT LABOR COSTS	\$ 29,217.84	\$ 10,612.14	\$ 77,611.20	\$ 50,041.32	\$ -	\$ 12,451.28	\$ 32,176.31	\$ 5,522.70	\$ 217,632.79	
<b>TOTAL</b>	<b>\$ 29,217.84</b>	<b>\$ 10,612.14</b>	<b>\$ 77,611.20</b>	<b>\$ 50,041.32</b>	<b>\$ -</b>	<b>\$ 12,451.28</b>	<b>\$ 32,176.31</b>	<b>\$ 5,522.70</b>	<b>\$ 217,632.79</b>	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)										
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)										
										\$ 222,510.00
<b>GRAND TOTAL</b>										<b>\$ 440,142.79</b>
<b>DIRECT EXPENSES</b>										
DETAIL	QUANTITY	UNIT COST								TOTAL
AIRFARE	12.00	350.00								\$ 4,200.00
CAR RENTAL	60.00	75.00								\$ 4,500.00
DAILY PER DIEM	60.00	150.00								\$ 9,000.00
MILEAGE (LOCAL)	4.00	1,500.00								\$ 6,000.00
MOBILIZATION (PER RIG PER WEEK)	17.00	500.00								\$ 8,500.00
DRILLING, SAMPLING, BACKFILLING (PER HOUR)	648.00	145.00								\$ 93,960.00
CPT MOBILIZATION (PER RIG PER WEEK)	2.00	500.00								\$ 1,000.00
CPTs (RIG HOURS)	77.00	215.00								\$ 16,555.00
<b>FIELD SUPPLIES:</b>										
SOIL STORAGE BOXES (EA)	265.00	9.00								\$ 2,385.00
BACKFILL/GROUT BORINGS (BENTONITE CHIPS) PER FOOT	3,980.00	5.00								\$ 19,900.00
TRAFFIC CONTROL (SIGNS & CONES) (25% OFBORINGS)	20.00	35.00								\$ 700.00
<b>GEOTECHNICAL LABORATOR SERVICES (NON PAVEMENT TESTING)</b>										
LIQUID AND PLASTIC LIMITS, (EA)	160.00	60.00								\$ 9,600.00
MOISTURE CONTENTS	800.00	6.00								\$ 4,800.00
SIEVE ANALYSIS (GRADATION)	160.00	75.00								\$ 12,000.00
UNCONFINED COMPRESSION ON SOIL (EA)	50.00	45.00								\$ 2,250.00
HYDROMETER	27.00	75.00								\$ 2,025.00
SOIL DRY UNIT WEIGHT (EA)	200.00	10.00								\$ 2,000.00
PERCENT FINES DETERMINATION (# 200 SIEVE) (EA)	81.00	35.00								\$ 2,835.00
CONSOLIDATED, UNDRAINED (EA)	7.00	250.00								\$ 1,750.00
CONSOLIDATED, DRAINED (EA)	14.00	450.00								\$ 6,300.00



EXHIBIT B  
 DETAILED FEE SCHEDULE FOR SH 365 PHASE I (PS + E SERVICES)  
 FROM MCCOLL TO GSA CONNECTOR  
**S B INFRASTRUCTURE, LTD PHASE I**

Contract No.  
0032

MAXIMUM AMOUNT PAYABLE  
 SH 365 PROJECT (CSJ: 3627-01-001)  
 Develop PS&E for Proposed SH 365 Project  
 From McColl Rd To GSA Connector  
**S&B INFRASTRUCTURE, LTD**

SPECIAL SERVICES - SCHEMATIC MODIFICATIONS DUE TO PUBLIC MEETING / VE STUDY CHANGES DESCRIPTION	Principal/PM	PROJECT MANAGER	Senior Engineer	Senior Structural Engineer	Project Engineer	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
SCHEMATIC MODIFICATIONS DUE TO VE ANALYSIS / PUBLIC MEETINGS										
TWO ADDITIONAL SUBMITTALS TO IBWC FOR FLOODWAY IMPACTS AND ASSESS FREEBOARD		10	80		160		40		290	\$ 38,717.60
ANAYA INTERCHANGE		6	10		40		40		96	\$ 10,688.86
HIGHLINE INTERCHANGE		6	10		40		40		96	\$ 10,688.86
I ROAD/THOMAS ROAD INTERCHANGE REDSIGN		6	10	20	60		60		156	\$ 17,659.86
SCHEMATIC RECONFIGURATION TO ILLUSTRATE ULTIMATE VS INTERIM		6	10		40		40		96	\$ 10,688.86
	0	34	120	20	340	0	220	0	734	\$ 88,444.04
<b>GRAND TOTAL</b>	0	34	120	20	340	0	220	0	734	\$ 88,444.04
<b>HOURS SUB-TOTALS</b>	0	34	120	20	340	0	220	0	734	
LABOR RATE PER HOUR	\$ 290.45	\$ 232.36	\$ 174.27	\$ 159.75	\$ 124.17	\$ 75.52	\$ 64.63	\$ 55.19		
DIRECT LABOR COSTS	\$ -	\$ 7,900.24	\$ 20,912.40	\$ 3,195.00	\$ 42,217.80	\$ -	\$ 14,218.60	\$ -	\$ 88,444.04	
<b>TOTAL</b>	\$ -	\$ 7,900.24	\$ 20,912.40	\$ 3,195.00	\$ 42,217.80	\$ -	\$ 14,218.60	\$ -	\$ 88,444.04	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	0.00%	8.93%	23.64%	3.61%	47.73%	0.00%	16.08%	0.00%	100.00%	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	0.00%	4.63%	16.35%	2.72%	46.32%	0.00%	29.97%	0.00%	100.00%	

EXHIBIT B  
 DETAILED FEE SCHEDULE FOR SH 365 PHASE I (PS + E SERVICES)  
 FROM MCCOLL TO GSA CONNECTOR  
**S B INFRASTRUCTURE, LTD PHASE I**

Contract No.  
0032

MAXIMUM AMOUNT PAYABLE SH 365 PROJECT (CSJ: 3627-01-001) Develop PS&E for Proposed SH 365 Project From McColl Rd To GSA Connector <b>DOS LOGISTICS, INC.</b>										
NO. OF DWGS	BASIC SERVICES DESCRIPTION	Principal	Project Manager	Senior Engineer	Project Engineer	Senior Designer	Tech III	Clerical	Total Labor Hrs.	Task Cost
<b>IX. ENVIRONMENTAL - SW3P</b>										
	<b>FC 163 - Misc.</b>									
0	PREPARE SW3P :									
2	2 - 'SW3P NARRATIVE	1		2	4	8	8		23	\$ 3,217.00
30	30 - SW3P LAYOUTS	8		40	80	80	320		528	\$ 63,192.00
1	1 - MISCELLANEOUS SW3P DETAILS			1	2	4	4		11	\$ 1,484.00
0	SW3P STANDARDS:								0	\$ -
3	3 - EC-(1 )THRU (3)-93				1		1		2	\$ 258.00
0	0 - CONDUCT SENSITIVE AREAS INVESTIGATION								0	\$ -
4	4 - PREPARE WETLAND MITIGATION PLAN								0	\$ -
4	4 - PREPARE MISCELLANEOUS DETAILS								0	\$ -
<b>44</b>	<b>SUB-TOTAL - FC 163 - Misc.</b>	<b>9</b>	<b>0</b>	<b>43</b>	<b>87</b>	<b>92</b>	<b>333</b>	<b>0</b>	<b>564</b>	<b>\$ 68,151.00</b>
<b>X. MISCELLANEOUS</b>										
	<b>FC 163 - MISCELLANEOUS - IRRIGATION (NOT INCLUDED IN THIS WORK AUTHORIZATION)</b>									
1	1 - IRRIGATION LAYOUTS (SIPHON AND CHANNEL RELOCATE)	0		0	0	0	0		0	\$ -
30	30 - IRRIGATION SPECIAL DETAILS (SIPHON AND CHANNEL)	0		0	0	0	0		0	\$ -
<b>31</b>	<b>SUB-TOTAL - FC 163 - MISCELLANEOUS - IRRIGATION (NOT INCLUDED IN THIS WORK AUTHORIZATION)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
<b>75</b>	<b>GRAND TOTAL</b>	<b>9</b>	<b>0</b>	<b>43</b>	<b>87</b>	<b>92</b>	<b>333</b>	<b>0</b>	<b>564</b>	<b>\$ 68,151.00</b>
	<b>HOURS SUB-TOTALS</b>	9	0	43	87	92	333	0	564	
	LABOR RATE PER HOUR	\$ 249.00	\$ 220.00	\$ 200.00	\$ 172.00	\$ 149.00	\$ 86.00	\$ 72.00		
	DIRECT LABOR COSTS	\$ 2,241.00	\$ -	\$ 8,600.00	\$ 14,964.00	\$ 13,708.00	\$ 28,638.00	\$ -	\$ 68,151.00	
	<b>TOTAL</b>	<b>\$ 2,241.00</b>	<b>\$ -</b>	<b>\$ 8,600.00</b>	<b>\$ 14,964.00</b>	<b>\$ 13,708.00</b>	<b>\$ 28,638.00</b>	<b>\$ -</b>	<b>\$ 68,151.00</b>	
	PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	3.29%	0.00%	12.62%	21.96%	20.11%	42.02%	0.00%	100.00%	
	PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	1.60%	0.00%	7.62%	15.43%	16.31%	59.04%	0.00%	100.00%	
TOTAL DIRECT EXPENSES (FROM BELOW)										\$ 1,019.30
<b>GRAND TOTAL - INCLUDING DIRECT EXPENSES</b>										<b>\$ 69,170.30</b>
	<b>DIRECT EXPENSES</b>									
	REPRO 75 SHEETS X \$2.00 / SHEET (MYLAR) +((75 SHEETS X \$0.25) X4)/ PAPER SHEET - CHECK PLOTS & REVIEW SETS) X (75PAPER SHEETS X 10 SUBMITTAL SETS X \$0.25)									\$ 412.50
	COURIER SERVICES - \$20 / PACKAGE X 10 PACKAGES									\$ 200.00
	MILEAGE 24 TRIP x 30 MI / TRIP @ \$0.565/mile									\$ 406.80
	<b>TOTAL DIRECT EXPENSES</b>									<b>\$ 1,019.30</b>

**ASSUMPTIONS:**

1. This WA does not include design for relocations of utilities, irrigation lines, siphons, or channels and it will be considered as a separate supplemental to this WA.

**WORK AUTHORIZATION NO. 2**

**EXHIBIT H-2**

**SUPROVIDER 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: 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: N/A and attach with the work authorization or supplemental work authorization.**

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

Work Authorization (WA)#: 2 WA Amount: \$3,611,450.16 Date: \_\_\_\_\_

Supplemental Work Authorization (SWA) #: \_\_\_\_\_ to WA #: \_\_\_\_\_ SWA Amount: \_\_\_\_\_

Revised WA Amount: \_\_\_\_\_

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
FC 110 Route & Design Studies	\$440,142.79
	\$0
<b>Total Commitment Amount</b> <i>(Including all additional pages.)</i>	\$0

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

<b>Provider Name: S&amp;B Infrastructure, LTD</b> <b>Address: 5408 North 10<sup>th</sup> Street, McAllen, Texas 78504</b> <b>VID Number:</b> <b>PH: (956) 926-5000; FX: (956) 994-0427</b> <b>Email: dorios@sbinfra.com</b>	<b>Name:</b> <u>Daniel O. Rios, P.E.</u> <i>(Please Print)</i> <b>Title:</b> <u>Senior Vice-President</u>  <b>Signature</b> _____ <b>Date</b> _____
<b>DBE/HUB Sub Provider: Terracon Consultants, Inc.</b> <b>Subprovider Name: Terracon Consultants, Inc.</b> <b>VID Number: <u>42-1249917</u></b> <b>Address: 1506 Mid Cities Drive</b> <b>PH: 956-283-8254; FX: 956-283-8279</b> <b>Email: jaflores@terracon.com</b>	<b>Name:</b> <u>Jorge A. Flores, P.G.</u> <i>(Please Print)</i> <b>Title:</b> <u>Principal</u>  <b>Signature</b> <u>J.A.F.</u> <b>Date</b> <u>12/6/13</u>
<b>Second Tier Sub Provider</b> <b>Subprovider Name:</b> <b>VID Number:</b> <b>Address:</b> <b>Phone #&amp; Fax #:</b> <b>Email:</b>	<b>Name:</b> _____ <i>(Please Print)</i> <b>Title:</b> _____  <b>Signature</b> _____ <b>Date</b> _____

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  
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Contract #: \_\_\_\_\_ Assigned Goal: 12.2% Prime Provider S&B Infrastructure, LTD  
 Work Authorization (WA)#: 2 WA Amount: \$3,611,450.16 Date: \_\_\_\_\_  
 Supplemental Work Authorization (SWA) #: \_\_\_\_\_ to WA #: \_\_\_\_\_ SWA Amount: \_\_\_\_\_  
 Revised WA Amount: \_\_\_\_\_

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
FC 163 Miscellaneous – Retaining Wall	\$122,660.00
FC 170 Bridges	\$529,935.00
<b>Total Commitment Amount</b> <i>(Including all additional pages.)</i>	<b>\$652,595.00</b>

**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.

<b>Provider Name: S&amp;B Infrastructure, LTD</b> <b>Address: 5408 North 10<sup>th</sup> Street, McAllen, Texas 78504</b> <b>VID Number:</b> <b>PH: (956) 926-5000; FX: (956) 994-0427</b> <b>Email: dorios@sbinfra.com</b>	<b>Name:</b> <u>Daniel O. Rios, P.E.</u> <i>(Please Print)</i> <b>Title:</b> <u>Senior Vice-President</u>  _____ <b>Signature</b> <span style="float: right;"><b>Date</b></span>
<b>DBE/HUB Sub Provider: Unintech Consulting Engineers, Inc.</b> <b>Subprovider Name: Unintech Consulting Engineers, Inc.</b> <b>VID Number: 74-2864453</b> <b>Address: 2341 E. Evans Road, San Antonio, TX 78259</b> <b>PH: 210-641-6003 ; FX: 210-641-8279</b> <b>Email: chew@unintech.com</b>	<b>Name:</b> <u>MIN CHOW (CLIFFORD) HEW</u> <i>(Please Print)</i> <b>Title:</b> <u>C.E.O.</u>  <u></u> <u>12-9-13</u> <b>Signature</b> <span style="float: right;"><b>Date</b></span>
<b>Second Tier Sub Provider</b> <b>Subprovider Name:</b> <b>VID Number:</b> <b>Address:</b> <b>Phone # &amp; Fax #:</b> <b>Email:</b>	<b>Name:</b> _____ <i>(Please Print)</i> <b>Title:</b> _____  _____ <b>Signature</b> <span style="float: right;"><b>Date</b></span>

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Subprovider Monitoring System Commitment Agreement**

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

Work Authorization (WA)#: 2 WA Amount: \$3,611,450.16 Date: \_\_\_\_\_

Supplemental Work Authorization (SWA) #: \_\_\_\_\_ to WA #: \_\_\_\_\_ SWA Amount: \_\_\_\_\_

Revised WA Amount: \_\_\_\_\_

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
FC 163 – Miscellaneous	\$69,170.30
	\$0
<b>Total Commitment Amount</b> <i>(Including all additional pages.)</i>	<b>\$0</b>

**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.

<b>Provider Name:</b> S&B Infrastructure, LTD <b>Address:</b> 5408 North 10 <sup>th</sup> Street, McAllen, Texas 78504 <b>VID Number:</b> <b>PH:</b> (956) 926-5000; <b>FX:</b> (956) 994-0427 <b>Email:</b> <a href="mailto:dorios@sbinfra.com">dorios@sbinfra.com</a>	<b>Name:</b> <u>Daniel O. Rios, P.E.</u> <i>(Please Print)</i> <b>Title:</b> <u>Senior Vice-President</u>  <b>Signature</b> <span style="float: right;"><b>Date</b></span>
<b>DBE/HUB Sub Provider DOS Logistics, Inc.</b> <b>Subprovider Name:</b> DOS Logistics, Inc. <b>Address:</b> 1002 E. Expressway 83, Weslaco, TX 78596 <b>VID Number:</b> 47-0946163 <b>PH:</b> 956-968-8800 <b>FX:</b> 956-447-8194 <b>Email:</b> ericybarra@doslogistics.com	<b>Name:</b> <u>Eric C. Ybarra</u> <i>(Please Print)</i> <b>Title:</b> <u>President / CEO</u>  <b>Signature</b> <span style="float: right;"><b>Date</b></span>
<b>Second Tier Sub Provider</b> <b>Subprovider Name:</b> <b>VID Number:</b> <b>Address:</b> <b>Phone # &amp; Fax #:</b> <b>Email:</b>	<b>Name:</b> _____ <i>(Please Print)</i> <b>Title:</b> _____  <b>Signature</b> <span style="float: right;"><b>Date</b></span>

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Item 3C

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>    X    </u>	AGENDA ITEM	<u>    3C    </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  12/12/13  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  12/18/13  </u>
TECHNICAL COMMITTEE	<u>          </u>		

2. Agenda Item: **RESOLUTION 2013-64 – APPROVAL OF WORK AUTHORIZATION NUMBER 3 TO PROFESSIONAL SERVICE AGREEMENT WITH L&G ENGINEERING FOR FINAL PLANS, SPECIFICATIONS AND ESTIMATES FOR STATE HIGHWAY 365 PROJECT FROM McCOLL ROAD TO FM 396 (ANZALDUAS HIGHWAY)**

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

Approval of Work Authorization No. 3 to Professional Service Agreement with L&G Engineering to provide final plans, specifications and estimates for the State Highway 365 Project from McColl Road to FM 396 (Anzalduas Highway) in the amount of \$3,719,885.81.

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

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

Approved maximum payable fee	\$5,915,101.32
<u>Approved Work Authorization 1, Sup1 WA1 &amp; WA2</u>	<u>\$1,597,955.40</u>
Maximum fee balance	\$4,317,145.92
Total authorized for WA 1, Sup1 to WA1 & WA 2	\$1,597,955.40
<u>Payments to date for WA 1, Sup1 to WA1 &amp; WA2</u>	<u>(\$1,191,351.49)</u>
Work Authorization balance	\$ 406,603.91

Proposed Work Authorization No. 3:

<b>SH 365 Final PS&amp;E McColl to FM 396</b>	<b><u>\$3,719,885.81</u></b>
<b>Total Proposed Work Authorization No. 3</b>	<b><u>\$3,719,885.81</u></b>

Maximum Payable Fee Balance after WA 1, Sup1 to WA1, WA2 & WA3 \$ 597,260.11

6. Staff Recommendation: **Motion to approve Resolution 2013-64 - Approval of Work Authorization Number 3 to the Professional Service Agreement with L&G Engineering for final PS&E for SH 365 from McColl Road to FM 396 in the amount of \$3,719,885.81.**

6. Program Manager's Recommendation:  Approved  Disapproved  None

7. Planning Committee's Recommendation:  Approved  Disapproved  None

8. Board Attorney's Recommendation:  Approved  Disapproved  None

9. Chief Financial Officer's Recommendation:  Approved  Disapproved  None

10. Executive Director's Recommendation:  Approved  Disapproved  None



# Memorandum

To: Dennis Burleson, Chairman  
From: Pilar Rodriguez, PE, Executive Director  
Date: December 12, 2013  
Re: **Approval of Work Authorization Number 3 to Professional Service Agreement with L&G for final PS&E for SH 365 from McColl Road to FM 396**

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## **Background**

On April 13, 2011, the Hidalgo County Regional Mobility Authority (HCRMA) Board of Directors awarded a professional service agreement for engineering services to L&G Engineering for design work, including plans, specifications, and estimates for SH 365 in the amount of \$5,887,542.43. On May 2, 2012, the Board of Directors amended and restated the Professional Service Agreement with L&G in the maximum payable amount of \$5,887,542.43. On October 18, 2012, the Board of Directors approved Supplemental Number 1 to Work Authorization Number 1 of the Amended and Restated Agreement to perform preliminary engineering for SH 365 from FM 396 to FM 1016 in the amount of \$310,893.87. On November 21, 2012, the HCRMA Board of Directors amended and restated the agreement in the revised maximum payable amount of \$5,915,101.32 to include revised project limits from McColl Road to FM 396 and DBE reporting requirements. On November 20, 2013, the HCRMA Board of Directors approved Work Authorization Number 2 for US IBWC Bridge Layouts in the amount of \$288,223.86.

## **Goal**

As part of the State Highway 365 Project, final plans, specifications and estimates will need to be prepared to meet the Texas Department of Transportation (TxDOT) August 2016 deadline to begin construction for the project.

Staff is proposing Work Authorization No. 3 to the Professional Service Agreement with L&G Engineering to provide the final plans, specifications and estimates for the project. Staff has negotiated a fee of \$3,719,885.81 to perform the work. The work is proposed to be completed by December 2014.

## **Options**

Work Authorization No. 3 may be disapproved and the work deferred to a later date, however, the required construction deadline of August 2016 will not be achieved.

## **Recommendation**

Based on review by this office, **approval of Resolution 2013-64 – Approval of Work Authorization No. 3 to the Professional Service agreement with L&G Engineering in the amount of \$3,719,885.81 is recommended.**

Additionally, at the December 11, 2013 meeting, the Planning Committee recommended approval of Work Authorization Number 3 in the amount of \$3,719,885.81.

With approval of Work Authorization Number 3, the final design work will be completed with a fee balance of \$597,260.11 under the maximum payable amount awarded.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2013 – 64

APPROVAL OF WORK AUTHORIZATION NUMBER 3 TO  
PROFESSIONAL SERVICE AGREEMENT WITH L&G ENGINEERING FOR  
FINAL PLANS, SPECIFICATIONS AND ESTIMATES FOR STATE  
HIGHWAY 365 PROJECT FROM McCOLL ROAD TO FM 396

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

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

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

WHEREAS, on April 13, 2011, the Authority awarded a professional service agreement for engineering services to L&G Engineering (the “Consultant”) for design work, including plans, specifications, and estimates, for the Trade Corridor Connector (“SH 365/TCC”) and on May 2, 2012, by Resolution 2012-10, the Authority amended and restated that agreement (the “Amended and Restated Agreement”) in the maximum payable amount of \$5,887,542.43; and

WHEREAS, pursuant to Resolution 2012-10, the Authority approved Work Authorization Number 1 under the Amended and Restated Agreement in the amount of \$998,837.67; and

WHEREAS, on October 18, 2012, the Authority approved Supplemental Number 1 to Work Authorization Number 1 of the Amended and Restated Agreement to perform preliminary engineering for SH 365 from FM 396 to FM 1016 in the amount of \$310,893.87; and

WHEREAS, on November 21, 2012, the Authority approved the Amended and Restated professional service agreement with the Consultant to prepare plans, specifications and estimates for the revised SH 365 project limits from FM 1016 to East of McColl Road (Project Station 986+00) and to revise the DBE/HUB reporting requirements in the amount of \$27,558.89 for a revised maximum payable amount of \$5,915,101.32; and

WHEREAS, on November 20, 2013, the Authority approved Work Authorization Number 2 to the professional service agreement with the Consultant to provide bridge layouts and geotechnical investigation for the proposed structure over the International Boundaries and Water Commission Interior Floodway in the amounts of \$288,223.86; and

WHEREAS, HCRMA Staff has negotiated Work Authorization Number 3 to the Professional Service Agreement with L&G Engineering in the amount of \$3,719,885.81 for final plans, specifications and estimates for the SH 365 Project from McColl Road to FM 396; and

WHEREAS, the Authority has determined it is necessary to approve Work Authorization Number 3 to the Professional Service Agreement with L&G Engineering in the amount of \$3,719,885.81;

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

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

Section 2. The Board hereby approves Work Authorization Number 3 to the Amended and Restated Agreement attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization Number 3 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 18<sup>th</sup> day of December, 2013, at which meeting a quorum was present.

---

Dennis Burleson, Chairman

---

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION NUMBER 3

TO

AMENDED AND RESTATED PROFESSIONAL SERVICE AGREEMENT WITH  
L&G ENGINEERING DATED APRIL 13, 2011, MAY 2, 2012

AND

NOVEMBER 21, 2012

**WORK AUTHORIZATION NO. 3**

**WORK AUTHORIZATION NO. 3**

**EXHIBIT D-1  
WORK AUTHORIZATION NO. 3  
AGREEMENT FOR ENGINEERING SERVICES**

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

**PART I.** The Engineer will perform preliminary 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 **\$3,719,885.81** and the method of payment is **Lump Sum** as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer’s estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

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

**PART IV.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on January 31, 2015, 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 Segments 0032/0034 from just West of FM 1016 to Just East of McColl Road (Sta. 986+00)”.

**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 |

**WORK AUTHORIZATION NO. 3**

**EXHIBIT A**

**SERVICES TO BE PROVIDED BY THE HIDALGO COUNTY REGIONAL MOBILITY  
AUTHORITY (HCRMA)**

**WORK AUTHORIZATION NO. 3**  
**EXHIBIT A**  
**SERVICES TO BE PROVIDED BY THE HIDALGO COUNTY REGIONAL MOBILITY**  
**AUTHORITY (HCRMA)**

**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 (Preliminary)

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 Exhibit C.
7. Provide Pavement Design.

**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** 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 ~~HCRMA~~ 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.

**WORK AUTHORIZATION NO. 3**

**EXHIBIT B**

**SCOPE OF SERVICES TO BE PROVIDED  
BY THE ENGINEER**

**WORK AUTHORIZATION NO. 2**  
**Exhibit “B”**  
**SCOPE OF 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 L&G Consulting Engineers

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)

— Items with lines drawn through descriptions mean that this item is not part of this Work Authorization

**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, Texas

CSJ number: 3627-01-001

Project/Description: Schematic Modifications (Due to Value Engineering Recommendations), PS&E Design, Geotechnical Drilling/Testing/Engineering and Review of Shop Drawings

Length: 6.17 Miles

Highway: SH365 from just west of FM 396 to just east of McColl Road near Sta. 986+00

Limits: (See Location Map Attached)

**Existing Facility:** New Location

**Proposed Facility:** 2-lane divided controlled access toll facility & a 4-lane divided controlled access toll facility as identified by Value Engineering Report

**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
- 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)

**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. ~~Attend Design Concept Conference. (Conducted by HCRMA GEC)~~
- 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 Authority shall document the complete study in a final Value Engineering report. Representation from TxDOT and the Authority shall be in attendance. PMC will provide moderator and cost of facilities.~~
- 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 (Levee)~~~~  
~~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, IBWC, Irrigation Districts, and Utility Companies.~~
- YES ~~NO~~ 11. ~~Schematic Layout(s) (Revisions to existing schematic – modify for 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.~~

- (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~~
- ~~YES~~ ~~NO~~ b. ~~Railroad Agreements~~
- ~~YES~~ ~~NO~~ c. ~~Railroad Exhibits~~
  - ~~N/A~~ ~~N/A~~ (1) ~~Railroad Underpasses~~
  - ~~YES~~ ~~NO~~ (2) ~~Railroad Overpasses (SH365/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.~~
- ~~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 HCRMA~~
  - ~~3) USFW Concurrence letter from HCRMA~~
  - ~~4) US Army Corp of Engineers concurrence letter from HCRMA~~
  - ~~5) Scour Analysis provided by the engineer~~
- ~~YES~~ ~~NO~~ 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.~~
- ~~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.~~

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

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

Services  
Provided By:  
Engineer AUTHORITY

1. ~~Public Involvement~~
- ~~YES\*~~ ~~NO~~ a. ~~Technical assistance to the GEC and/or Environmental Consultant in the preparation of public meeting(s)/hearing(s), and exhibit preparation.~~
- ~~YES\*~~ ~~NO~~ b. ~~Assist the GEC and/or Environmental Consultant to respond to technical questions received during the Public Meeting/Hearing.~~
- ~~YES\*~~ ~~NO~~ c. ~~Assist the GEC in conducting stakeholder outreach meetings and prepare summaries of said meetings to provide to Authority~~
- ~~YES\*~~ ~~NO~~ d. ~~Assist the GEC and/or Environmental Consultant in developing the PowerPoint presentation for the Public Meeting/Hearing.~~
- ~~YES\*~~ ~~NO~~ 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)

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

Services  
Provided By:  
Engineer AUTHORITY

- YES   ~~NO~~   1. ~~Right of Way Map~~
- 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~~   ~~NO~~   b. ~~Full compliance with ROW Map requirements as specified in TxDOT ROW Manuals.~~

YES\*   YES 2. Utility Adjustments

- ~~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.~~
- ~~b. The Engineer shall attend a Utility Kick Off meeting with TxDOT, AUTHORITY and the utility companies.~~
- ~~c. The Engineer shall prepare a Utility Conflict Tracking Matrix table.~~
- ~~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.~~
- ~~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.~~
- ~~f. The Engineer shall coordinate and approve an adjustment plan and preliminary estimates for all utilities impacting the proposed project construction.~~
- ~~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.~~
- ~~h. A due diligence package will be provided for the AUTHORITY for their use in processing reimbursements to utility companies.~~
- 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.

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 AUTHORITY/PMC)

**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)

**ROADWAY DESIGN**  
(Task 160)

Services  
Provided By:  
Engineer AUTHORITY

1. Geometric Design
- |            |           |   |
|------------|-----------|---|
| <u>YES</u> | <u>NO</u> | a. Horizontal and Vertical Alignment            |
| <u>YES</u> | <u>NO</u> | 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~~
- |                       |                      |  |
|-----------------------|----------------------|--|
| <del><u>YES</u></del> | <del><u>NO</u></del> | <del>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.</del> |
|-----------------------|----------------------|--|

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.
- ~~YES~~ ~~NO~~ e. 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

**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
  - c. Levees
  - d. Retaining Wall drainage
  - e. Outfall channel(s) within the ROW
  - f. Outfall channel(s) outside the ROW
  - g. Detention Pond(s) within the ROW (as needed)
  - h. Detention Pond(s) outside the ROW (as needed)
  - 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 SH 365 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

YES    NO

3. Conduct Traffic Signal Warrant Studies (~~Conducted at the Schematic Level~~)

- a. Location Map: Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
- b. Photographs in the vicinity of the signal under consideration
- ~~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 YES 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

Services Provided By:  
Engineer AUTHORITY

- YES    NO    b. Alternate Patented Retaining Walls at all locations. (Layouts Only)
- ~~NO    NO    (1) Mechanically Stabilized Earth~~  
~~(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    NO    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.~~

**BRIDGE DESIGN**  
(Task 170)

Services  
Provided By:  
Engineer AUTHORITY

		<u>NUMBER REQUIRED</u>
1. Preparation of Structural Details		
a. New Structure(s)		
<u>NO</u>	<u>NO</u>	(1) Underpass(es) (McColl Rd) <u>1</u>
<u>YES</u>	<u>NO</u>	(2) Overpasses (2 Each) (FM 494-Shary Rd, SP 115-23 <sup>rd</sup> ) <u>2</u>
<u>N/A</u>	<u>N/A</u>	(3) Main Lanes (SH 336 – 10 <sup>th</sup> Street) <u>2</u>
<u>N/A</u>	<u>NA</u>	(4) <del>Direct Connector(s)</del> _____
<u>YES</u>	<u>NO</u>	(5) <del>Ramp Bridge(s) (Ware Rd exit, SP115 exit/entr)</del> <u>3</u>
<u>YES</u>	<u>NO</u>	(6) Waterway Structure(s) (Floodway) USIBWC Floodway between SP 115 (23 <sup>rd</sup> Street) and Ware Rd; Pharr/San Juan Irrigation Canal <u>3</u>
<u>N/A</u>	<u>N/A</u>	(7) <del>Pedestrian Structure(s)</del> _____
<u>N/A</u>	<u>N/A</u>	(8) <del>Utility Structure(s)</del> _____
<u>N/A</u>	<u>N/A</u>	(9) <del>Railroad Underpass(es)</del> _____
<u>YES</u>	<u>NO</u>	(10) <del>Railroad Overpass(es) (FM 1016/UP, UP)</del> _____
<u>N/A</u>	<u>N/A</u>	(11) <del>Bridge Classification Culvert(s)**</del> _____
<u>N/A</u>	<u>N/A</u>	(12) <del>Alternate Structural Designs</del> _____
<u>N/A</u>	<u>N/A</u>	(13) <del>Alternate Foundation Design</del> _____
Total New Structures =		<u>8</u>
b. Existing Structure(s)		
<u>NO</u>	<u>NO</u>	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s) _____
<u>NO</u>	<u>NO</u>	(2) Bridge Replacement _____
<u>NO</u>	<u>NO</u>	(3) Raising Bridge Elevation _____
<u>NO</u>	<u>NO</u>	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s) _____
<u>N/A</u>	<u>N/A</u>	(5) Railroad Overpass(es) _____
<u>N/A</u>	<u>N/A</u>	(6) Railroad Underpass(es) _____
Total Existing Structures =		<u>0</u>

\*\* 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.

\*\* Above bridge structures identified above occur in SH 365 Segment 0031 from FM 396 to East of McColl Road (Sta.986+00)

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.

**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    NO    2. Project Manager/Engineer Communication  
Engineer shall comply with all requirements stated in the ~~Pass Through~~ Agreement between AUTHORITY and TxDOT. However, no further coordination with TxDOT will be required.
- 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 30% and final design is completed the Engineer shall submit all the required design information as specified on the ~~Pass Through~~ Agreement to AUTHORITY and TxDOT 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.

**CONSTRUCTION MANAGEMENT**  
(Task 320)

Services  
Provided By:  
Engineer HCRMA

- ~~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,~~
  - ~~i. Attend pre Bid conferences~~
  - ~~b) Develop Addenda for AUTHORITY as appropriate to clarify, correct, or change the Bidding Documents. (Task performed by the PMC (GEC) assisted by Engineer)~~
  - ~~c) Provide Project design information or assistance needed by AUTHORITY in the course of the bid submittal with prospective contractors. (Task performed by the PMC (GEC) assisted by Engineer)~~
  - ~~d) 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.~~
  - ~~e) 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 HCRMA, 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 where identified in Attachment "D")

**WORK AUTHORIZATION NO. 3**

**EXHIBIT C**

**WORK SCHEDULE**

## SH 365 PLAN DEVELOPMENT

### From West of FM 396 (Bryan Rd.) to East of McColl Rd

### Exhibit "C" - W.A. #3 - Work Schedule

ID	Task Name	Duration	2014												Jan	Feb	
			Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov			Dec
1																	
2	<b>ADVANCE PROJECT DEVELOPMENT</b>	131 days															
3	FC 110 - Schematic Modifications	23 days		1 mo													
4	FC 110 - Geo-technical & Soil Testing	44 days					2 months										
5	FC 110 - Geo-technical Engineering & Report	43 days						2 months									
6	<b>PROJECT PLAN DEVELOPMENT</b>	263 days															
7	FC 163 - General	130 days								6 months							
8	FC 163 - Traffic Control Plan	86 days					4 months										
9	FC 160 - Roadway Design Controls	66 days		3 months													
10	FC 160 - Roadway Design	197 days								9 months							
11	FC 170 - Bridge Design	261 days								12 months							
12	FC 161 - Levee Design	65 days					3 months										
13	FC 163 - Retaining Wall Design	44 days								2 months							
14	FC 163 - Roadway Cross Sections	86 days										4 months					
15	FC 162 - Traffic Signals	43 days									2 months						
16	FC 162 - Signing and Pavement Markings	86 days										4 months					
17	FC 162 - Illumination	86 days										4 months					
18	FC 163 - SW3P / EPIC Sheets	88 days											4 months				
19	FC 161 - Drainage	238 days								11 months							
20	<b>PROJ. MGMT. &amp; QUALITY CONTROL</b>	285 days															
21	FC 145 - Project Management	262 days								12 months							
22	30% Plan Review (HCRMA)	22 days						1 mo									
23	60% Plan Review (HCRMA & TxDOT)	21 days									1 mo						
24	90% Plan Review (HCRMA & TxDOT)	20 days												1 mo			
25	Final Mylar Set (100%) revisions & submittal	22 days														1 mo	

Adv. Proj. Development

P.S. & E. Development

Project Management

HCRMA/ TxDOT Review

**WORK AUTHORIZATION NO. 3**

**EXHIBIT D**

**FEE SCHEDULE/BUDGET**

EXHIBIT D  
 FEE SCHEDULE FOR SH 365 (PS + E) SERVICES  
 LIMITS: FROM WEST OF FM 396 (BRYAN RD) TO EAST OF MCCOLL RD  
 L G CONSULTING ENGINEERS, INC.

MAXIMUM AMOUNT PAYABLE SH 365 PROJECT (CSJ: 3627-01-001) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed SH 365 Project L&G CONSULTING ENGINEERS, INC.												
NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	ACTUAL HRS PER SHT	Target Hrs per Sheet	SR PM	Senior Engineer	Design Engineer	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
		<b>FC 145 - PROJECT MANAGEMENT (FC 160 TO FC 190) (PS&amp;E SERVICES)</b>										
		PREPARE/MANAGE WORK AUTHORIZATIONS (PS&E DEVELOPMENT) (INCLUDING RECORD KEEPING, FILING, ADMINISTRATION, ETC) AND OVERALL QA/QC			80	16	0	0	0	60	156	\$ 24,245.96
		SCHEDULE & ATTEND WORK AUTHORIZATION DEVELOPMENT MEETINGS			80	16	0	0	0	8	104	\$ 21,336.56
		COORDINATION/PREPARE SUB WORK AUTHORIZATIONS/MANAGE SUBCONSULTANTS			16	8	0	0	0	24	48	\$ 6,415.84
		PREPARATION OF INVOICES AND PROGRESS REPORTS (TOTAL = 12 EA)			80	20	0	0	0	80	180	\$ 26,111.00
		SCHEDULE & ATTEND PRE-DESIGN MEETING (TOTAL= 1 )			8	8	0	0	0	0	16	\$ 3,282.56
		SCHEDULE & ATTEND TRAF SAFETY REVIEW MEETING (TOTAL= 1 )			8	8	0	0	0	0	16	\$ 3,282.56
		SCHEDULE, ATTEND AND PREPARE MINUTES FOR 2 PROGRESS MEETINGS			16	16	16	0	0	8	56	\$ 8,902.64
		RESEARCH / REVIEW EXISTING PLANS & DATA			40	20	20	0	0	0	80	\$ 15,045.00
		PREPARE PROJECT SCHEDULE (UPDATE TWICE)			12	8	4	0	0	4	28	\$ 4,874.08
		MONITOR SUB-PROVIDER'S SCHEDULES ON MONTHLY BASIS (NOT REQUIRED)			0	0	0	0	0	0	0	\$ -
		PREPARE & ASSEMBLE PRELIMINARY COST ESTIMATES (1 @ 60% AND 1 @ 100%)			8	16	40	24	0	0	88	\$ 11,439.12
		CONDUCT SITE VISIT OF PROJECT AREA (6 SITE VISITS)			24	30	34	34	0	0	122	\$ 17,730.70
		QC/QA - OVERALL 30% SUBMITTAL (1 SUBMITTAL)			40	4	24	16	0	0	84	\$ 13,826.44
		QC/QA - OVERALL 60% SUBMITTAL ( 1 SUBMITTAL)			80	14	36	16	0	4	150	\$ 26,285.18
		QC/QA - OVERALL 90% SUBMITTAL ( 1 SUBMITTAL)			80	28	48	8	0	4	168	\$ 29,667.20
		QC/QA - OVERALL 100% SUBMITTAL ( 1 SUBMITTAL)			80	28	48	8	0	4	168	\$ 29,667.20
		ORGANIZE AND DOWNLOAD ELECTRONIC FILE DELIVERABLES			0	0	8	4	8	0	20	\$ 1,790.48
		COMPLETION OF CPM SCHEDULE (FORMS 1823 & 1002 NOT INCLUDED)			16	16	8	8	0	0	48	\$ 8,156.64
												\$ -
		<b>SUB-TOTAL - FC 145 - PROJECT MANAGEMENT (FC 160 TO FC 190) (PS&amp;E SERVICES)</b>			<b>668</b>	<b>256</b>	<b>286</b>	<b>118</b>	<b>8</b>	<b>196</b>	<b>1532</b>	<b>\$ 252,059.16</b>
		<b>I. GENERAL</b>										
		<b>FC 163 - MISCELLANEOUS (ROADWAY)</b>										
1	1	TITLE SHEET	28	26		4	4	16	4		28	\$ 2,772.76

EXHIBIT D  
 FEE SCHEDULE FOR SH 365 (PS + E) SERVICES  
 LIMITS: FROM WEST OF FM 396 (BRYAN RD) TO EAST OF MCCOLL RD  
 L G CONSULTING ENGINEERS, INC.

MAXIMUM AMOUNT PAYABLE SH 365 PROJECT (CSJ: 3627-01-001) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed SH 365 Project L&G CONSULTING ENGINEERS, INC.												
NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	ACTUAL HRS PER SHT	Target Hrs per Sheet	SR PM	Senior Engineer	Design Engineer	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
8	2 - 9	8 - INDEX OF SHEETS	19	20	2	8	24	24	96		154	\$ 12,981.14
6	10 - 15	6 - PROJECT LAYOUT	21	20	2	14	32	36	40		124	\$ 12,359.32
	16 - 15	0-TYPICAL SECTIONS - CONFIGURATION (LANES/SHOULDERS/CUT/FILL/ETC) (PAVEMENT DESIGN):										
10	16 - 25	10 - EXISTING TYPICAL SECTIONS	13	15	2	10	68		50		130	\$ 13,608.88
30	26 - 55	30 - PROP TYPICAL SECTIONS	11	15	3	12	120		180		315	\$ 28,834.35
30	56 - 85	30 - GENERAL NOTES & SPECIFICATION DATA	6	8	6	16	40	80	48		190	\$ 18,650.86
10	86 - 95	10 - ESTIMATE & QUANTITY SHEETS	22	22	8	2	48	80	80		218	\$ 19,521.26
2	96 - 97	2 - SUMMARY OF TRAFFIC CONTROL QUANTITIES	14	16			4	8	16		28	\$ 2,163.52
8	98 - 105	8 - SUMMARY OF ROADWAY QUANTITIES	16	16			20	64	40		124	\$ 10,146.08
2	106 - 107	2 - SUMMARY OF RETAINING WALL QUANTITIES	16	16			8	16	8		32	\$ 2,760.32
4	108 - 111	4 - SUMMARY OF CULVERT QUANTITIES	16	16				32	16		64	\$ 5,520.64
4	112 - 115	4 - SUMMARY OF STORM SEWER QUANTITIES	24	16			24	48	24		96	\$ 8,280.96
2	116 - 117	2- SUMMARY OF BRIDGES	16	26			8	16	8		32	\$ 2,760.32
1	118 - 118	1 - SUMMARY OF ILLUMINATION QUANTITIES	16	16			4	8	4		16	\$ 1,380.16
2	119 - 120	2 - SUMMARY OF TRAFFIC SIGNAL QUANTITIES	8	16			4	8	4		16	\$ 1,380.16
12	121 - 132	12 - SUMMARY OF EARTHWORK QUANTITIES (INCORPORATE GEOPAK EARTHWORK RUN INTO PLAN SHEETS)	16	8			48	96	48		192	\$ 16,561.92
1	133 - 133	1 - SUMMARY OF SMALL SIGNS	16	16			4	8	4		16	\$ 1,380.16
1	134 - 134	1 - SUMMARY OF PAVEMENT MARKINGS	16	16			4	8	4		16	\$ 1,380.16
1	135 - 135	1 - SUMMARY OF DELINEATION & OBJ MRKR QUANTITIES	16	16			4	8	4		16	\$ 1,380.16
1	136 - 136	1 - SUMMARY OF SW3P (EROSION CONTROL)	16	16			4	8	4		16	\$ 1,380.16
1	137 - 137	1- SUMMARY OF REMOVAL ITEMS	16	16			4	8	4		16	\$ 1,380.16
0	138 - 137	<b>II. TRAFFIC CONTROL PLANS (TCP)</b>										
4	138 - 141	4 - SEQUENCE OF CONSTRUCTION NARRATIVE	18	20	2	20		40	8		70	\$ 7,932.86
15	142 - 156	15 - TRAFFIC CONTROL PLAN TYPICAL SECTIONS (1:100)	21	20	2	15	150	60	90		317	\$ 31,687.67

EXHIBIT D  
 FEE SCHEDULE FOR SH 365 (PS + E) SERVICES  
 LIMITS: FROM WEST OF FM 396 (BRYAN RD) TO EAST OF MCCOLL RD  
 L G CONSULTING ENGINEERS, INC.

MAXIMUM AMOUNT PAYABLE SH 365 PROJECT (CSJ: 3627-01-001) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed SH 365 Project L&G CONSULTING ENGINEERS, INC.												
NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	ACTUAL HRS PER SHT	Target Hrs per Sheet	SR PM	Senior Engineer	Design Engineer	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
2	157 - 158	2 - TRAFFIC CONTROL PLAN GENERAL NOTES	11	10		2	4	8	8		22	\$ 2,014.30
4	159 - 162	4 - TCP ADVANCE WARNING SIGNS	18	20	2		20	40	8		70	\$ 6,565.06
40	163 - 202	40 - TRAFFIC CONTROL PLAN - PHASE LAYOUTS (1:100)	24	30	12	80	240	320	320		972	\$ 92,707.32
4	203 - 206	4 - TEMPORARY TRAFFIC SIGNALS AND ILLUMINATION	18	20	2		20	40	8		70	\$ 6,565.06
0	207 - 206	0 - ROLL PLOT				8	16	40	120		184	\$ 14,448.40
0	207 - 206	0 - STANDARDS										
1	207 - 207	1 - BC 1 THRU 12	2	2			1		1		2	\$ 183.40
1	208 - 208	1-WZ (TD)-03	2	2			1		1		2	\$ 183.40
1	209 - 209	1-WZ (STPM)-03	2	2			1		1		2	\$ 183.40
1	210 - 210	1-WZ (UL)-03	2	2			1		1		2	\$ 183.40
1	211 - 211	1-WZ I(DERD)-03	2	2			1		1		2	\$ 183.40
1	212 - 212	1-WZ (BTS-1)-03	2	2			1		1		2	\$ 183.40
1	213 - 213	1-WZ (BTS-2)-03	2	2			1		1		2	\$ 183.40
1	214 - 214	1-WZ (BRK)-03	2	2			1		1		2	\$ 183.40
1	215 - 215	1-TCP (2-1)-98	2	2			1		1		2	\$ 183.40
1	216 - 216	1-TCP (2-3)-03	2	2			1		1		2	\$ 183.40
1	217 - 217	1-TCP (2-5)-03	2	2			1		1		2	\$ 183.40
1	218 - 218	1-TCP (2-6)-98	2	2			1		1		2	\$ 183.40
3	219 - 221	3 - TCP (3-1) THRU (3-3)-98	1	2			1		1		2	\$ 183.40
1	222 - 222	1-TCP (7-1)-98	2	2			1		1		2	\$ 183.40
0	223 - 222	0 - CPM SCHEDULE				24					24	\$ 4,476.24
<b>222</b>		<b>SUB-TOTAL - FC 163 - MISCELLANEOUS (ROADWAY) (L&amp;G ENGINEERING)</b>			<b>43</b>	<b>215</b>	<b>956</b>	<b>1120</b>	<b>1262</b>	<b>0</b>	<b>3596</b>	<b>\$ 335,547.96</b>
0	222 - 221	<b>III. ROADWAY DETAILS</b>										
0	222 - 221	<b>FC 160 - ROADWAY DESIGN CONTROLS</b>										

EXHIBIT D  
 FEE SCHEDULE FOR SH 365 (PS + E) SERVICES  
 LIMITS: FROM WEST OF FM 396 (BRYAN RD) TO EAST OF MCCOLL RD  
 L G CONSULTING ENGINEERS, INC.

MAXIMUM AMOUNT PAYABLE SH 365 PROJECT (CSJ: 3627-01-001) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed SH 365 Project L&G CONSULTING ENGINEERS, INC.												
NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	ACTUAL HRS PER SHT	Target Hrs per Sheet	SR PM	Senior Engineer	Design Engineer	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
22	222 - 243	22 - HORIZONTAL ALIGNMENT DATA SHEETS	9	6	4	16	80	60	40		200	\$ 20,789.40
0	244 - 243	0 - BENCHMARK DATA SHEETS:										
10	244 - 253	10 - SURVEY CONTROL INDEX OF SHEETS	6	6	2	6	12	24	20		64	\$ 6,229.40
8	254 - 261	8 - HORIZONTAL AND VERTICAL CONTROL DATA SHEETS	8	6	2	6	12	24	20		64	\$ 6,229.40
34	262 - 295	34 - REMOVAL PLAN	19	20		44	88	264	264		660	\$ 57,171.40
1	296	PLAN AND PROFILE										
34	297 - 330	34 - ROADWAY P & P SHEETS - EB & WB MAIN LANES TOGETHER	29	30	8	88	132	312	440		980	\$ 87,734.24
24	331 - 354	24 - ROADWAY P & P SHEETS - RAMPS	30	30	4	80	100	200	330		714	\$ 65,334.44
20	355 - 374	20-ROADWAY P&P SHEETS - EB FRONTAGE ROAD	29	30	4	44	66	198	264		576	\$ 50,133.88
20	375 - 394	20-ROADWAY P&P SHEETS - WB FRONTAGE ROAD	27	30	4	42	62	190	250		548	\$ 47,727.90
15	395 - 409	15 - INTERSECTING ROADS	30	30	4	40	60	140	210		454	\$ 40,466.44
6	410 - 415	6 - INTERSECTION LAYOUTS AND DETAILS	30	30	4	8	14	50	106		182	\$ 15,001.68
4	416 - 419	4 - DRIVEWAY LAYOUTS	32	30	2	8	16	40	60		126	\$ 10,979.22
1	420	DRIVEWAY DETAILS	20	20			2	6	12		20	\$ 1,504.52
4	421 - 424	4 - MISCELLANEOUS ROADWAY DETAILS	21	20		4	8	32	40		84	\$ 6,888.44
0	425 - 424	0 - STANDARDS										
1	425	CCCG-01	2	2			1		1		2	\$ 183.40
1	426	CRCP (1)-09	2	2			1		1		2	\$ 183.40
1	427	TA (CP)-99	2	2			1		1		2	\$ 183.40
1	428	JS-94	2	2			1		1		2	\$ 183.40
1	429	GF(31)-11	2	2			1		1		2	\$ 183.40
1	430	GF(31)DAT-11	2	2			1		1		2	\$ 183.40
1	431	GF(31)LS-11	2	2			1		1		2	\$ 183.40
1	432	GF(31)TR-11	2	2			1		1		2	\$ 183.40

EXHIBIT D  
 FEE SCHEDULE FOR SH 365 (PS + E) SERVICES  
 LIMITS: FROM WEST OF FM 396 (BRYAN RD) TO EAST OF MCCOLL RD  
 L G CONSULTING ENGINEERS, INC.

MAXIMUM AMOUNT PAYABLE SH 365 PROJECT (CSJ: 3627-01-001) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed SH 365 Project L&G CONSULTING ENGINEERS, INC.												
NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	ACTUAL HRS PER SHT	Target Hrs per Sheet	SR PM	Senior Engineer	Design Engineer	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
1	433	GF(31)T101-13	2	2			1		1		2	\$ 183.40
1	434	SGT 7-09	2	2			1		1		2	\$ 183.40
1	435	SGT 8-09	2	2			1		1		2	\$ 183.40
1	436	BED-09	2	2			1		1		2	\$ 183.40
1	437	SSCB (1)-99	2	2			1		1		2	\$ 183.40
1	438	SSCB (2)-00A	2	2			1		1		2	\$ 183.40
1	439	SSCB (3)-02	2	2			1		1		2	\$ 183.40
1	440	TRACC (N)-05	2	2			1		1		2	\$ 183.40
1	441	REACT (N)-05	2	2			1		1		2	\$ 183.40
1	442	QUAD (N)-99	2	2			1		1		2	\$ 183.40
1	443	TE(HMAC)-11	2	2			1		1		2	\$ 183.40
4	444 - 447	4 - RS(1)-10	1	2			1		1		2	\$ 183.40
0	448 - 447	0 - PREPARE PLANS ELECTRONIC DELIVERABLES					2	8	4		14	\$ 1,143.92
226		<b>SUB-TOTAL - FC 160 - ROADWAY DESIGN CONTROLS (L&amp;G ENGINEERING)</b>			38	386	674	1548	2080	0	4726	\$ 421,002.28
0	448 - 447	<b>IV. WALL DETAILS</b>										
0	448 - 447	<b>FC 163 - MISCELLANEOUS - RETAINING WALL</b>										
19	448 - 466	19 - PREPARE RETAINING WALL PLAN AND PROFILE SHEETS/BORING DATA/REVIEW EXT SLOPE STABILITY (SHARY, WARE RD, SP 115, & SH 336)	30	30	12	72	122	164	200		570	\$ 56,835.56
4	467 - 470	4 - PREPARE RETAINING WALL MISCELLANEOUS DETAILS	21	20	6	8	16	24	30		84	\$ 8,622.94
0	471 - 470	0 - STANDARDS										
1	471	RW (MSE)	2	2			1		1		2	\$ 183.40
1	472	RW (TRF)	2	2			1		1		2	\$ 183.40
1	473	RW (TEW)	2	2			1		1		2	\$ 183.40
1	474	EMRW-94	2	2			1		1		2	\$ 183.40
27		<b>SUB-TOTAL - 0 - FC 163 - MISCELLANEOUS - RETAINING WALL</b>			18	80	142	188	234	0	662	\$ 66,192.10

EXHIBIT D  
 FEE SCHEDULE FOR SH 365 (PS + E) SERVICES  
 LIMITS: FROM WEST OF FM 396 (BRYAN RD) TO EAST OF MCCOLL RD  
 L G CONSULTING ENGINEERS, INC.

MAXIMUM AMOUNT PAYABLE SH 365 PROJECT (CSJ: 3627-01-001) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed SH 365 Project L&G CONSULTING ENGINEERS, INC.												
NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	ACTUAL HRS PER SHT	Target Hrs per Sheet	SR PM	Senior Engineer	Design Engineer	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
<b>V. DRAINAGE DETAILS</b>												
<b>FC 161 - DRAINAGE</b>												
0	475 - 474	0 - DATA COLLECTION/REVIEW DATA									0	\$ -
0	475 - 474	0 - FIELD TRIP TO VERIFY EXISTING CONDITIONS (TWO TRIPS)			2	6	14				22	\$ 3,220.36
36	475 - 510	36 - PREPARE LARGE AND SMALL DRAINAGE AREA MAPS:	4	20	2	6	24	40	80		152	\$ 12,856.76
10	511 - 520	10 - HYDROLOGY CALCULATIONS (STORM SEWER, CULVERTS, DITCHES):	3	10	2	4	10	8	10		34	\$ 3,674.22
16	521 - 536	16 - HYDRAULIC COMPUTATIONS SHEETS (STORM SEWER, CULVERTS, DITCHES):	10	10	4	16	40	36	64		160	\$ 15,691.64
27	537 - 563	27 - IRRIGATION LAYOUT SHEETS (INCL PARALLEL LINES) (ALL INCLUSIVE NO FURTHER SUPPLEMENTALS REQUIRED)	14	30	6	48	90	78	150		372	\$ 37,022.10
1	564	COORDINATE WITH IRRIGATION DISTRICTS			4	24	52	48	20		148	\$ 16,698.68
44	565 - 608	44 - ROADSIDE DITCH P&P'S (34 SHEETS)/DETENTION AREAS (10 SHEETS)	14	30	24	0	110	250	225		609	\$ 53,257.64
16	609 - 624	16 - CULVERT LAYOUT SHEETS	8	30	2	12	30	40	48		132	\$ 12,595.58
34	625 - 658	34 - UTILITIES & DRAINAGE P & P SHEETS (STORM SEWER & DITCHES)	8	30	2	22	60	60	114		258	\$ 23,929.16
4	659 - 662	4 - PREPARE MISCELLANEOUS DETAILS	14	20	4	4	12	16	20		56	\$ 5,657.44
0	663 - 662	STANDARDS										
188		<b>SUB-TOTAL - FC 161 - DRAINAGE (L&amp;G ENGINEERING)</b>			52	142	442	576	731	0	1943	\$ 184,603.58
<b>LEVEE DESIGN</b>												
0	663 - 662	LEVEE DESIGN										
1	663 - 663	1 - LEVEE TYPICAL SECTIONS	26	30		2	8		16		26	\$ 2,362.46
9	664 - 672	9 - LEVEE P & P SHEETS	14	20	2	8	16	40	60		126	\$ 10,979.22
23	673 - 695	23 - CROSS SECTIONS (11x17 SHEETS)			10	40	144	0	124		318	\$ 34,802.50
1	696 - 696	1 - MISCELLANEOUS LEVEE DETAILS	28	20			4	8	16		28	\$ 2,163.52
34		<b>SUB-TOTAL - 0 - LEVEE DESIGN</b>			12	50	172	48	216	0	498	\$ 50,307.70
<b>VII. BRIDGES</b>												
<b>FC 170 - BRIDGE DESIGN</b>												
0	697 - 696	FM 494 SHARY ROAD										

EXHIBIT D  
 FEE SCHEDULE FOR SH 365 (PS + E) SERVICES  
 LIMITS: FROM WEST OF FM 396 (BRYAN RD) TO EAST OF MCCOLL RD  
 L G CONSULTING ENGINEERS, INC.

MAXIMUM AMOUNT PAYABLE SH 365 PROJECT (CSJ: 3627-01-001) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed SH 365 Project L&G CONSULTING ENGINEERS, INC.												
NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	ACTUAL HRS PER SHT	Target Hrs per Sheet	SR PM	Senior Engineer	Design Engineer	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
1	697 - 697	1 - BRIDGE LAYOUTS	66		1	39		26			66	\$ 9,599.02
1	698 - 698	1 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	66		1	16	29		20		66	\$ 7,939.05
1	699 - 699	1 - FOUNDATION LAYOUTS	50			15	0	25	10		50	\$ 5,470.95
1	700 - 700	1 - FOUNDATION DETAILS- 1 TYPE(S)	60			18	18	12	12		60	\$ 7,236.54
4	701 - 704	4 - ABUTMENTS - 1 TYPE	30			30	42	24	24		120	\$ 14,062.74
4	705 - 708	4- INTERIOR BENTS - 1 TYPE	30			30	42	24	24		120	\$ 14,062.74
1	709 - 709	1 - CONC SLAB SPAN & DEFLECTION - 1 UNIT	51			13	15	13	10		51	\$ 5,899.89
1	710 - 710	1 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT	51			11	20	10	10		51	\$ 5,875.01
1	711 - 711	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	50			20	10	10	10		50	\$ 6,372.40
1	712 - 712	1 - PRESTR CONC BEAMS -IGNS	66			13	26	7	20		66	\$ 7,367.09
2	713 - 714	2 - ARCHITECTURAL TREATMENT	50			50		30	20		100	\$ 13,055.70
2	715 - 716	2 - DRAIN DETAILS	46			28	18	28	18		92	\$ 10,786.44
1	717 - 717	1 - BRIDGE BORING LOGS	26			4	2	6	14		26	\$ 2,381.12
<b>21</b>		<b>SUB-TOTAL SHEETS - 0 - FM 494 SHARY ROAD</b>			<b>2</b>	<b>287</b>	<b>222</b>	<b>215</b>	<b>192</b>	<b>0</b>	<b>918</b>	<b>\$ 110,108.69</b>
		<b>FLOODWAY BRIDGE</b>										
9	717 - 725	9 - BRIDGE LAYOUTS			Hours have been redistributed to other tasks - Bridge Layout Hours can be found in WA#2 of this Contract							\$ -
1	726 - 726	1 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	91		2	36	32		21		91	\$ 12,312.70
5	727 - 731	5 - FOUNDATION LAYOUTS	42			70	0	102	40		212	\$ 23,910.54
10	732 - 741	10 - FOUNDATION DETAILS - 10 TYPES	41			130	120	80	80		410	\$ 50,108.70
4	742 - 745	4 - ABUTMENTS	54			62	72	40	40		214	\$ 25,912.26
68	746 - 813	68- INTERIOR BENTS - 12 TYPES	10			322	136	231	0		689	\$ 94,789.96
12	814 - 825	12 - CONC SLAB SPAN & DEFLECTION - 12 UNITS	46			142	168	132	108		550	\$ 64,047.06
12	826 - 837	12 - CONC FRAMING PLAN & BENT REPORT - 12 UNITS	46			118	216	108	108		550	\$ 63,300.90
12	838 - 849	12 - CONC TYPICAL SECTIONS AND DEFLECTIONS	24			124	54	54	54		286	\$ 37,395.12

EXHIBIT D  
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 L G CONSULTING ENGINEERS, INC.

MAXIMUM AMOUNT PAYABLE SH 365 PROJECT (CSJ: 3627-01-001) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed SH 365 Project L&G CONSULTING ENGINEERS, INC.												
NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	ACTUAL HRS PER SHT	Target Hrs per Sheet	SR PM	Senior Engineer	Design Engineer	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
1	850 - 850	1 - PRESTR CONC BEAMS -IGNS	130			34	48	12	36		130	\$ 15,331.02
2	851 - 852	2 - ARCHITECTURAL TREATMENT	55			60		30	20		110	\$ 14,920.80
2	853 - 854	2 - DRAIN DETAILS	51			38	18	28	18		102	\$ 12,651.54
10	855 - 864	10 - BRIDGE BORING LOGS	13			20	10	30	70		130	\$ 11,905.60
0	865 - 864	0 - PERFORM SCOUR ANALYSIS BASED ON HEC-18 FOR FLOODWAY CROSSING (NOT INCLUDED, IF NEEDED WILL BE DONE AS A SEPARATE WA)	#DIV/0!		0	0	0				0	\$ -
0	865 - 864	0 - PREPARE SCOUR REPORT BASED ON HEC-18 ANALYSIS FOR FLOODWAY CROSSING (NOT INCLUDED, DONE BY S&b)	#DIV/0!		0	0	0				0	\$ -
148		<b>SUB-TOTAL SHEETS - 0 - FLOODWAY BRIDGE</b>			2	1156	874	847	595	0	3474	\$ 426,586.20
<b>WEST BOUND MAIN LANE CANAL BRIDGE</b>												
1	715	1 - BRIDGE LAYOUTS	66		1	39		26			66	\$ 9,599.02
1	716 - 716	1 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	66		1	16	29		20		66	\$ 7,939.05
2	717 - 718	2 - FOUNDATION LAYOUTS	55			33	18	37	22		110	\$ 12,707.49
4	719 - 722	4 - ABUTMENTS	30			30	42	24	24		120	\$ 14,062.74
2	723 - 724	2- INTERIOR BENTS	40			20	28	16	16		80	\$ 9,375.16
2	725 - 726	2 - CONC SLAB SPAN	26			13	15	13	10		51	\$ 5,899.89
1	727 - 727	1 - CONC FRAMING PLAN & BENT REPORT	51			11	20	10	10		51	\$ 5,875.01
1	728 - 728	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	50			20	10	10	10		50	\$ 6,372.40
1	729 - 729	1 - PRESTR CONC I-GIRDER DESIGN	66			13	26	7	20		66	\$ 7,367.09
2	730 - 731	2 - ARCHITECTURAL TREATMENT	50			50		30	20		100	\$ 13,055.70
1	732 - 732	1 - DRAIN DETAILS	92			28	18	28	18		92	\$ 10,786.44
1	733 - 733	1 - BRIDGE BORING LOGS	26			4	2	6	14		26	\$ 2,381.12
19		<b>SUB-TOTAL SHEETS - WEST BOUND MAIN LANE CANAL BRIDGE</b>			2	277	208	207	184	0	878	\$ 105,421.11
<b>EAST BOUND MAIN LANE CANAL BRIDGE</b>												
1	733 - 733	1 - BRIDGE LAYOUTS	66		1	39	0	26	0		66	\$ 9,599.02
1	734 - 734	1 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	66		1	16	29	0	20		66	\$ 7,939.05

EXHIBIT D  
 FEE SCHEDULE FOR SH 365 (PS + E) SERVICES  
 LIMITS: FROM WEST OF FM 396 (BRYAN RD) TO EAST OF MCCOLL RD  
 L G CONSULTING ENGINEERS, INC.

MAXIMUM AMOUNT PAYABLE  
 SH 365 PROJECT (CSJ: 3627-01-001)  
 PLANS, SPECIFICATIONS AND ESTIMATE SERVICES  
 Develop PS&E for Proposed SH 365 Project  
 L&G CONSULTING ENGINEERS, INC.

NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	ACTUAL HRS PER SHT	Target Hrs per Sheet	SR PM	Senior Engineer	Design Engineer	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
2	735 - 736	2 - FOUNDATION LAYOUTS	40			24	9	31	16		80	\$ 9,089.22
4	737 - 740	4 - ABUTMENTS	15			15	21	12	12		60	\$ 7,031.37
2	741 - 742	2- INTERIOR BENTS	14			11	4.5	7	4.5		27	\$ 3,442.65
2	743 - 744	2 - CONC SLAB SPAN	13			7	8	6	5		26	\$ 3,061.85
1	745 - 745	1 - CONC FRAMING PLAN & BENT REPORT	51			11	20	10	10		51	\$ 5,875.01
1	746 - 746	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	25			10	5	5	5		25	\$ 3,186.20
1	747 - 747	1 - PRESTR CONC I-GIRDER DESIGN	66			13	26	7	20		66	\$ 7,367.09
2	748 - 749	2 - ARCHITECTURAL TREATMENT	25			25	0	15	10		50	\$ 6,527.85
1	750 - 750	1 - DRAIN DETAILS	46			14	9	14	9		46	\$ 5,393.22
1	751 - 751	1 - BRIDGE BORING LOGS	26			4	2	6	14		26	\$ 2,381.12
<b>19</b>		<b>SUB-TOTAL SHEETS - EAST BOUND MAIN LANE CANAL BRIDGE</b>			<b>2</b>	<b>189</b>	<b>133.5</b>	<b>139</b>	<b>125.5</b>	<b>0</b>	<b>589</b>	<b>\$ 70,893.65</b>
		<b>BRIDGE STANDARDS (FOR BOTH L&amp;G AND B2Z)</b>										
1	757	BAS-C BRIDGE APPROACH SLAB	2			1			1		2	\$ 251.79
1	758	FD FOUNDATION DETAILS (1 OF 2)	2			1			1		2	\$ 251.79
1	759	FD FOUNDATION DETAILS (2 OF 2)	2			1			1		2	\$ 251.79
1	760	MEBRS MINIMUM ERECTION	2			1			1		2	\$ 251.79
1	761	ODSR OPTIONAL DRILLED SHAFT REINFORCING	2			1			1		2	\$ 251.79
1	762	PCP PRESTRESSED CONCRETE PANELS (1 OF 4)	2			1			1		2	\$ 251.79
1	763	PCP PRESTRESSED CONCRETE PANELS (2 OF 4)	2			1			1		2	\$ 251.79
1	764	PCP PRESTRESSED CONCRETE PANELS (3 OF 4)	2			1			1		2	\$ 251.79
1	765	PCP PRESTRESSED CONCRETE PANELS (4 OF 4)	2			1			1		2	\$ 251.79
1	766	PMDF PERMANENT METAL DECK FORMS (1 OF 2)	2			1			1		2	\$ 251.79
1	767	PMDF PERMANENT METAL DECK FORMS (2 OF 2)	2			1			1		2	\$ 251.79
1	768	SBTS THICKENED SLAB STEEL GIRDERS	2			1			1		2	\$ 251.79

EXHIBIT D  
 FEE SCHEDULE FOR SH 365 (PS + E) SERVICES  
 LIMITS: FROM WEST OF FM 396 (BRYAN RD) TO EAST OF MCCOLL RD  
 L G CONSULTING ENGINEERS, INC.

MAXIMUM AMOUNT PAYABLE SH 365 PROJECT (CSJ: 3627-01-001) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed SH 365 Project L&G CONSULTING ENGINEERS, INC.												
NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	ACTUAL HRS PER SHT	Target Hrs per Sheet	SR PM	Senior Engineer	Design Engineer	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
1	769	SBMS MISCELLANEOUS SLAB DETAIL STEEL GIRDERS	2			1			1		2	\$ 251.79
1	770	SEJ-A SEALED EXPANSION JOINT	2			1			1		2	\$ 251.79
1	771	SGEB ELASTOMERIC BEARING STEEL GIRDERS (1 OF 3)	2			1			1		2	\$ 251.79
1	772	SGEB ELASTOMERIC BEARING STEEL GIRDERS (2 OF 3)	2			1			1		2	\$ 251.79
1	773	SGEB ELASTOMERIC BEARING STEEL GIRDERS (3 OF 3)	2			1			1		2	\$ 251.79
1	774	SGMD MISCELLANEOUS DETAILS STEEL GIRDERS (1 OF 3)	2			1			1		2	\$ 251.79
1	775	SGMD MISCELLANEOUS DETAILS STEEL GIRDERS (2 OF 3)	2			1			1		2	\$ 251.79
1	776	SGMD MISCELLANEOUS DETAILS STEEL GIRDERS (3 OF 3)	2			1			1		2	\$ 251.79
1	777	T551 CONCRETE SAFTEY F-SHAPE RAIL (1 OF 2)	2			1			1		2	\$ 251.79
1	778	T551 CONCRETE SAFTEY F-SHAPE RAIL (2 OF 2)	2			1			1		2	\$ 251.79
1	779	BD-1 BRIDGE DRAIN	2			1			1		2	\$ 251.79
1	780	IGCS CONTINUOUS SLAB DETAILS	2			1			1		2	\$ 251.79
1	781	IGD PRESTRESSED CONCRETE I-GIRDER DETAILS (1 OF 2)	2			1			1		2	\$ 251.79
1	782	IGD PRESTRESSED CONCRETE I-GIRDER DETAILS (2 OF 2)	2			1			1		2	\$ 251.79
1	783	IGEB ELASTOMERIC BEARING AND GRDER END (1 OF 2)	2			1			1		2	\$ 251.79
1	784	IGEB ELASTOMERIC BEARING AND GRDER END (2 OF 2)	2			1			1		2	\$ 251.79
1	785	IGMS MISCELLANEOUS SLAB DETAIL	2			1			1		2	\$ 251.79
1	786	IGTS THICKEND SLAB END DETAILS	2			1			1		2	\$ 251.79
1	787	MEBRC MINIMUM ERECTION	2			1			1		2	\$ 251.79
1	788	BL BRIDGE LIGHTING DETAILS	2			1			1		2	\$ 251.79
1	789	CSAB CEMENT STABILIZED ABUTMENT BACKFILL	2			1			1		2	\$ 251.79
1	790	CLF-RO 8 FT CHAINLINK FENCE FOR RAILROAD OVERPASS (1 OF 2)	2			1			1		2	\$ 251.79
1	791	CLF-RO 8 FT CHAINLINK FENCE FOR RAILROAD OVERPASS (2 OF 2)	2			1			1		2	\$ 251.79
1	792	CRR CONCRETE RIP RAP (TYPE RR 8 AND RR9)	2			1			1		2	\$ 251.79

EXHIBIT D  
 FEE SCHEDULE FOR SH 365 (PS + E) SERVICES  
 LIMITS: FROM WEST OF FM 396 (BRYAN RD) TO EAST OF MCCOLL RD  
 L G CONSULTING ENGINEERS, INC.

MAXIMUM AMOUNT PAYABLE SH 365 PROJECT (CSJ: 3627-01-001) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed SH 365 Project L&G CONSULTING ENGINEERS, INC.												
NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	ACTUAL HRS PER SHT	Target Hrs per Sheet	SR PM	Senior Engineer	Design Engineer	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
36		SUB-TOTAL SHEETS - BRIDGE STANDARDS (FOR BOTH L&G AND B2Z)			0	36	0	0	36	0	72	\$ 9,064.44
243		SUB-TOTAL BRIDGE SHEETS			8	1945	1437.5	1408	1132.5	0	5931	\$ 722,074.09
VIII. TRAFFIC ITEMS												
0	793 - 792	FC 162 - SIGNING, PAVEMENT MARKINGS, SIGNALIZATION, AND ILLUMINATION (TO BE DONE BY TEDSI AND ETSI)										
IX. ENVIRONMENTAL												
FC 161 - DRAINAGE												
0	793 - 792	0 PREPARE SW3P & EPIC :										
2	793 - 794	2 - 'SW3P NARRATIVE	12	10	1	2	4	8	8		23	\$ 2,238.11
34	795 - 828	34 - SW3P LAYOUTS	18	20	14	40	98	138	316		606	\$ 53,951.14
1	829 - 829	1 - MISCELLANEOUS SW3P DETAILS	11	10		1	2	4	4		11	\$ 1,007.15
0	830 - 829	0 SW3P STANDARDS:										
3	830 - 832	3 - EC-(1 )THRU (3)-93	1	2			1		1		2	\$ 183.40
0	833 - 832	0 CONDUCT SENSITIVE AREAS INVESTIGATION									0	\$ -
0	833 - 832	0 - PREPARE WETLAND MITIGATION PLAN	#DIV/0!	30							0	\$ -
0	833 - 832	0 - PREPARE MISCELLANEOUS DETAILS	#DIV/0!	10							0	\$ -
40		SUB-TOTAL - FC 161 - DRAINAGE (L&G ENGINEERING)			15	43	105	150	329	0	642	\$ 57,379.80
X. MISCELLANEOUS												
FC 163 - MISCELLANEOUS - LANDSCAPING/AESTHETICS (NOT INCLUDED IN THIS WA)												
0		SUB-TOTAL - FC 163 - MISCELLANEOUS - LANDSCAPING/AESTHETICS (NOT INCLUDED IN THIS WA)			0	0	0	0	0	0	0	\$ -
XI. CROSS SECTIONS												
FC 163 - MISCELLANEOUS - CROSS SECTIONS												
154	833 - 986	154 - CROSS SECTIONS (RDWY & DETENTION) (11X17 SHEETS) (INCLUDES GEOPAK WORK WITH EARTHWORK CALCULATIONS)			28	60	268	0	400		756	\$ 75,225.44
154		SUB-TOTAL - FC 163 - MISCELLANEOUS - CROSS SECTIONS (L&G ENGINEERING)			28	60	268	0		0	356	\$ 75,225.44

EXHIBIT D  
 FEE SCHEDULE FOR SH 365 (PS + E) SERVICES  
 LIMITS: FROM WEST OF FM 396 (BRYAN RD) TO EAST OF MCCOLL RD  
 L G CONSULTING ENGINEERS, INC.

MAXIMUM AMOUNT PAYABLE SH 365 PROJECT (CSJ: 3627-01-001) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed SH 365 Project L&G CONSULTING ENGINEERS, INC.												
NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	ACTUAL HRS PER SHT	Target Hrs per Sheet	SR PM	Senior Engineer	Design Engineer	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
1134		<b>GRAND TOTAL</b>			882	3177	4482.5	5156	6192.5	196	20086	\$ 2,164,392.11
		HOURS SUB-TOTALS			882	3,177	4,483	5,156	6,193	196	20,086	
		LABOR RATE PER HOUR			\$ 223.81	\$ 186.51	\$ 118.12	\$ 80.82	\$ 65.28	\$ 55.95		
		DIRECT LABOR COSTS			\$ 197,400.42	\$ 592,542.27	\$ 529,472.90	\$ 416,707.92	\$ 404,246.40	\$ 10,966.20	\$ 2,151,336.11	
		<b>TOTAL</b>			\$ 197,400.42	\$ 592,542.27	\$ 529,472.90	\$ 416,707.92	\$ 404,246.40	\$ 10,966.20	\$ 2,151,336.11	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)			9.18%	27.54%	24.61%	19.37%	18.79%	0.51%	100.00%	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)			4.39%	15.82%	22.32%	25.67%	30.83%	0.98%	100.00%	
<b>SUB-CONSULTANTS SUMMARY</b>												
RGEC (FC 163) (ROADWAY ITEMS)											\$ 331,260.17	
B2Z (FC 170) (BRIDGE DESIGN)											\$ 327,522.69	
TEDSI (FC 162) (SIGNING & PAVEMENT MARKINGS)											\$ 354,939.36	
ETSI (FC 162&163) (SIGNALIZATION & ILLUMINATION)											\$ 142,002.65	
<b>L&amp;G SPECIAL SERVICES AND DIRECT EXPENSES</b>												
TOTAL SPL SRVCS-L&G LABORATORY (GEOTECHNICAL)											\$ 279,053.68	
TOTAL SPL SRVCS-L&G ENGINEERING (SCHEMATIC RE-DESIGN)											\$ 81,907.95	
TOTAL DIRECT EXPENSES (FROM BELOW)											\$ 38,807.20	
<b>GRAND TOTAL - INCLUDING DIRECT EXPENSES</b>											<b>\$ 3,719,885.81</b>	
<b>DIRECT EXPENSES</b>												
		REPRO 1134 SHEETS X \$2.00 / SHEET (MYLAR) +((1134 SHEETS X \$1.50) X4)/ PAPER SHEET - CHECK PLOTS & REVIEW SETS) X (1134 PAPER SHEETS X 10 SUBMITTAL SETS X \$1.50)									\$ 26,082.00	
		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	
		CAR RENTAL - \$60 / TRIP X 10 TRIP									\$ 600.00	
		DELIVERY SERVICES - \$25 / PACKAGE X 10 PACKAGES									\$ 250.00	
		MILEAGE 24 TRIP x 286 MI / TRIP @ \$0.55/mile									\$ 3,775.20	
		<b>TOTAL DIRECT EXPENSES</b>									<b>\$ 38,807.20</b>	

EXHIBIT D  
 FEE SCHEDULE FOR SH 365 (PS + E) SERVICES  
 LIMITS: FROM WEST OF FM 396 (BRYAN RD) TO EAST OF MCCOLL RD  
 L G CONSULTING ENGINEERS, INC.

MAXIMUM AMOUNT PAYABLE SH 365 PROJECT (CSJ: 3627-01-001) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed SH 365 Project L&G ENGINEERING LABORATORY, LLC								
SPECIAL SERVICES (GEOTECHNICAL) DESCRIPTION	SR PM	Geotechnical Engineer	Design Engineer	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
<b>FC 110 - GEOTECHNICAL</b>								
<b>GEOTECHNICAL EXPLORATION &amp; LABORATORY TESTING</b>								
STRUCTURAL/RETAINING WALL/EMBANKMENT								\$ 146,688.18
MISCELLANEOUS BORINGS - OH SIGN BRIDGES/HIGH MAST LIGHTING								\$ 18,302.30
<b>SUB-TOTAL - GEOTECHNICAL EXPLORATION &amp; LABORATORY TESTING</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 164,990.48</b>
<b>FC 110 - GEOTECHNICAL</b>								
<b>GEOTECHNICAL ENGINEERING &amp; REPORT</b>								
DEVELOP PLAN VIEW OF BORING LOGS/BORING STRATIGRAPHY			20		20		40	\$ 4,127.20
STRUCTURAL EVALUATION OF BORINGS/STRENGTH PROFILES		20	60				80	\$ 10,824.00
DEVELOP FOUNDATION CAPACITY CURVES (VARIOUS OPTIONS)		20	80				100	\$ 13,471.60
GLOBAL STABILITY MODELING OF EMBANKMENT/RETAINING WALLS		40	160		20		220	\$ 28,422.80
SETTLEMENT ANALYSIS (APPROACH EMBANKMENT/RETAINING WALLS)		20	80				100	\$ 13,471.60
FOUNDATION TYPE AND CONSTRUCTION RECOMMENDATIONS	20	20	20				60	\$ 10,590.40
GEOTECHNICAL REPORT	20	40	80		20	20	180	\$ 23,828.40
MEETING AND COORDINATION	20	20				20	60	\$ 8,877.20
<b>SUB-TOTAL - GEOTECHNICAL ENGINEERING &amp; REPORT</b>	<b>60</b>	<b>180</b>	<b>500</b>	<b>0</b>	<b>60</b>	<b>40</b>	<b>840</b>	<b>\$ 113,613.20</b>
<b>SUB-TOTAL WITHOUT DIRECT EXPENSES</b>	<b>60</b>	<b>180</b>	<b>500</b>	<b>0</b>	<b>60</b>	<b>40</b>	<b>840</b>	<b>\$ 278,603.68</b>
<b>HOURS SUB-TOTALS</b>	<b>60</b>	<b>180</b>	<b>500</b>	<b>0</b>	<b>60</b>	<b>40</b>	<b>840</b>	
LABOR RATE PER HOUR	\$ 253.08	\$ 144.06	\$ 132.38	\$ 109.02	\$ 73.98	\$ 46.72		
DIRECT LABOR COSTS	\$ 15,184.80	\$ 25,930.80	\$ 66,190.00	\$ -	\$ 4,438.80	\$ 1,868.80	\$ 113,613.20	
<b>TOTAL</b>	<b>\$ 15,184.80</b>	<b>\$ 25,930.80</b>	<b>\$ 66,190.00</b>	<b>\$ -</b>	<b>\$ 4,438.80</b>	<b>\$ 1,868.80</b>	<b>\$ 113,613.20</b>	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	13.37%	22.82%	58.26%	0.00%	3.91%	1.64%	100.00%	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	7.14%	21.43%	59.52%	0.00%	7.14%	4.76%	100.00%	
<b>DIRECT EXPENSES</b>								
PRINTING REPRODUCTION (ASSUME 150 PAGES X 3 COPIES PROVIDED X \$1.00 PER SHEET)								\$ 450.00
<b>SUB-TOTAL L&amp;G LAB DIRECT EXPENSES</b>								<b>\$ 450.00</b>
<b>GRAND TOTAL - INCLUDING DIRECT EXPENSES</b>								<b>\$ 279,053.68</b>

EXHIBIT D  
 FEE SCHEDULE FOR SH 365 (PS + E) SERVICES  
 LIMITS: FROM WEST OF FM 396 (BRYAN RD) TO EAST OF MCCOLL RD  
 L G CONSULTING ENGINEERS, INC.

MAXIMUM AMOUNT PAYABLE  
 SH 365 PROJECT (CSJ: 3627-01-001)  
 PLANS, SPECIFICATIONS AND ESTIMATE SERVICES  
 Develop PS&E for Proposed SH 365 Project  
 L&G CONSULTING ENGINEERS, INC.

Attachment I  
 Geotechnical Field and Laboratory Services  
 SH 365 Project (FM 396 Anzalduas to East of McColl Rd.)  
 Prepared for L&G Engineering (FY2013 Rates)

{Structural/Retaining Wall/Embank}

	SERVICES	UNITS	UNITS	UNIT COST	TOTAL COST
<b>I.</b>	<b>Project Management / Review</b>				
	A. Principal / Project Manager / Review	Hours			
	B. Senior Project Engineer (Staff)	Hours	13	\$ 132.38	\$ 1,720.94
	C. Typing and Clerical (Report)	Hours			
	D. Lodging	Day			
	E. Mileage	Mile			
	F. Air Travel	Trip			
<b>II.</b>	<b>Utility Clearances / Boring Locates</b>				
	A. Technician (Locate Borings)(Util Clr)	Hours	40	\$ 46.72	\$ 1,868.80
	B. Staff Engineer/Geologist/Scientist	Hours			
	C. Rebar (stakes with impalement covers)	Cost +12.5%			
	D. Vehicle Charge	Mile			
	E. Mileage	Mile	450	\$ 0.55	\$ 247.50
	F. Survey Locate Borings (X,Y,Z)	LS			\$ -
<b>III.</b>	<b>Field Exploration</b>				
	A Mobilization/Demobilization	Day	25	\$ 250.00	\$ 6,250.00
	B Field Exploration				
	1. TxDOT Drilling / Solid Auger / Wet Rotary	Feet	2250	\$ 27.00	\$ 60,750.00
	2. Texas Cone Penetration Tests	Ea.	450	\$ 15.00	\$ 6,750.00
	2a. Vane Shear Testing (Ret. Walls)	Ea.		\$ 35.00	\$ -
	3. Field Logger / Engineering Tech	Hour	250	\$ 46.72	\$ 11,680.00
	4. 24 Hr. Water Level Observations	Hour	25	\$ 46.72	\$ 1,168.00
	5. Piezometers	Each			
	6. Supp. Vehicle-Trailer, Tools Water Supply	Mile	2250	\$ 2.00	\$ 4,500.00
	7. Vehicle Charge	Mile	2250	\$ 0.55	\$ 1,237.50
<b>IV</b>	<b>Engineering Data Analysis / Report</b>				
	1. Staff Engineer	Hours			
	2. Engineering Spec. (Soil Classification)	Hours	33	\$ 124.59	\$ 4,111.47
	3. Engineering Spec. (Logs & Summaries)	Hours	33	\$ 124.59	\$ 4,111.47
	4. Moisture Content	Ea.	225	\$ 8.50	\$ 1,912.50
	5. Atterberg Limits	Ea.	225	\$ 65.00	\$ 14,625.00
	6. -200 Determination	Ea.	225	\$ 60.00	\$ 13,500.00
	7. Consolidation Tests	Ea.	24	\$ 475.00	\$ 11,400.00
	8. Unconfined Compression Testing	Ea.			\$ -
	9. Dry Unit Weight	Ea.			
	10. Soils Sulfate Content (Bridge)	Ea.	9	\$ 95.00	\$ 855.00
	<b>Project Total</b>				<b>\$ 146,688.18</b>

Attachment I  
 Geotechnical Field and Laboratory Services  
 SH 365 Project (FM 396 Anzalduas to East of McColl Rd.)  
 Prepared for L&G Engineering (FY2013 Rates)

{Misc. Borings - OH Sign Brgs/High Mast Lights}

	SERVICES	UNITS	UNITS	UNIT COST	TOTAL COST
<b>I.</b>	<b>Project Management / Review</b>				
	A. Principal / Project Manager / Review	Hours			
	B. Senior Project Engineer (Staff)	Hours	2	\$ 132.38	\$ 264.76
	C. Typing and Clerical (Report)	Hours			
	D. Lodging	Day			
	E. Mileage	Mile			
	F. Air Travel	Trip			
<b>II.</b>	<b>Utility Clearances / Boring Locates</b>				
	A. Technician (Locate Borings)(Util Clr)	Hours	4	\$ 46.72	\$ 186.88
	B. Staff Engineer/Geologist/Scientist	Hours			
	C. Rebar (stakes with impalement covers)	Cost +12.5%			
	D. Vehicle Charge	Mile			
	E. Mileage	Mile	90	\$ 0.55	\$ 49.50
	F. Survey Locate Borings (X,Y,Z)	LS			\$ -
<b>III.</b>	<b>Field Exploration</b>				
	A Mobilization/Demobilization	Day	3	\$ 250.00	\$ 750.00
	B Field Exploration				
	1. TxDOT Drilling / Solid Auger / Wet Rotary	Feet	300	\$ 27.00	\$ 8,100.00
	2. Texas Cone Penetration Tests	Ea.	60	\$ 15.00	\$ 900.00
	2a. Vane Shear Testing (Ret. Walls)	Ea.		\$ 35.00	\$ -
	3. Field Logger / Engineering Tech	Hour	30	\$ 46.72	\$ 1,401.60
	4. 24 Hr. Water Level Observations	Hour	3	\$ 46.72	\$ 140.16
	5. Piezometers	Each			
	6. Supp. Vehicle-Trailer, Tools Water Supply	Mile	270	\$ 2.00	\$ 540.00
	7. Vehicle Charge	Mile	270	\$ 0.55	\$ 148.50
<b>IV</b>	<b>Engineering Data Analysis / Report</b>				
	1. Staff Engineer	Hours			
	2. Engineering Spec. (Soil Classification)	Hours	5	\$ 124.59	\$ 622.95
	3. Engineering Spec. (Logs & Summaries)	Hours	5	\$ 124.59	\$ 622.95
	4. Moisture Content	Ea.	30	\$ 8.50	\$ 255.00
	5. Atterberg Limits	Ea.	30	\$ 65.00	\$ 1,950.00
	6. -200 Determination	Ea.	30	\$ 60.00	\$ 1,800.00
	7. Consolidation Tests	Ea.		\$ 475.00	\$ -
	8. Unconfined Compression Testing	Ea.			\$ -
	9. Dry Unit Weight	Ea.			
	10. Soils Sulfate Content (Bridge)	Ea.	6	\$ 95.00	\$ 570.00
	<b>Project Total</b>				<b>\$ 18,302.30</b>

EXHIBIT D  
 FEE SCHEDULE FOR SH 365 (PS + E) SERVICES  
 LIMITS: FROM WEST OF FM 396 (BRYAN RD) TO EAST OF MCCOLL RD  
 L G CONSULTING ENGINEERS, INC.

MAXIMUM AMOUNT PAYABLE SH 365 PROJECT (CSJ: 3627-01-001) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed SH 365 Project L&G CONSULTING ENGINEERS, INC.									
SPECIAL SERVICES (SCHEMATIC RE-DESIGN : VE & PM RECOMMENDATIONS) DESCRIPTION	SR PM	Sr Engineer	Project Engineer	Sr Engineering Tech	Engineering Tech	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
<b>FC 160 - SCHEMATIC REDESIGN (VE &amp; PM RECOMMENDATIONS)</b>									
FM 494 & FLOODWAY BRIDGE RECONFIGURATION (INCLUDING END SPANS)	1	16		40		66		123	\$ 10,624.85
REDUCE SH 336 OVERPASS END SPANS	1	8		20		32		61	\$ 5,359.05
REMOVE GLASSCOCK RD UNDERPASS	1	2		4		16		23	\$ 1,952.15
SIMPLIFY BRIDGE AESTHETICS	1	2		4		16		23	\$ 1,952.15
RECONFIGURE TRAFFIC LANE ASSIGNMENTS AT 23RD ST/FLOODWAY/WARE RD	1	12		24	30	32		99	\$ 8,653.93
RECONFIGURE TRAFFIC LANE ASSIGNMENTS AT FM 494/FM 396 (ANZALDUAS HWY)	1	12		24	30	32		99	\$ 8,653.93
REMOVE TURNAROUNDS AT FM 494, SP 115 & SH 336 AND ADD RETAINING WALLS		4		16	24	28		72	\$ 5,607.64
REMOVE RAMPS AT SP 115 & FM 494		4		16	24	28		72	\$ 5,607.64
ADD BRIDGE TYPICAL SECTIONS (FM 494 & FLOODWAY NEW CONFIGURATION)	1	4		8		20		33	\$ 2,897.13
REVISE CROSS SECTIONS (NEW TOPO DATA, BRIDGE SPAN REDUCTION & OVERWEIGHT DES)	4	28		66	78	32		208	\$ 19,154.14
REVISE PROFILE (BRIDGE SPANS & LANE RECONFIGURATIONS)	2	16		32	28	16		94	\$ 9,051.78
REVISE SCHEMATIC TO DISPLAY ULTIMATE VS. PHASE I		2		2	4	24		32	\$ 2,393.56
<b>SUB-TOTAL - FC 160 - SCHEMATIC REDESIGN (VE &amp; PM RECOMMENDATIONS)</b>	<b>13</b>	<b>110</b>	<b>0</b>	<b>256</b>	<b>218</b>	<b>342</b>	<b>0</b>	<b>939</b>	<b>\$ 81,907.95</b>
<b>APPROVAL OF SHOP DRAWING FOR COMPLIANCE WITH DESIGN REQUIREMENTS (TO BE INCLUDED ON FUTURE WA)</b>									
REVIEW AND APPROVE RETAINING WALL SHOP DRAWINGS (MSE WALLS)		0	0					0	\$ -
REVIEW AND APPROVE PRE-STRESSED BRIDGE DECK PANELS (7 STRUCTURES)		0	0					0	\$ -
REVIEW AND APPROVE FORM LINER MOLDS FOR COMPLIANCE WITH SURFACE TREATMENTS (7 STRUCTURES)		0	0					0	\$ -
REVIEW AND APPROVE PRE-STRESSED BRIDGE GIRDERS (7 STRUCTURES)		0	0					0	\$ -
REVIEW AND APPROVE BRIDGE RAILING ELEMENTS (7 STRUCTURES)		0	0					0	\$ -
<b>SUB-TOTAL - APPROVAL OF SHOP DRAWING FOR COMPLIANCE WITH DESIGN REQUIREMENTS (TO BE INCLUDED ON FUTURE WA)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
<b>GRAND TOTAL</b>	<b>13</b>	<b>110</b>	<b>0</b>	<b>256</b>	<b>218</b>	<b>342</b>	<b>0</b>	<b>0</b>	<b>\$ 81,907.95</b>
<b>HOURS SUB-TOTALS</b>	<b>13</b>	<b>110</b>	<b>0</b>	<b>256</b>	<b>218</b>	<b>342</b>	<b>0</b>	<b>939</b>	
LABOR RATE PER HOUR	\$ 223.81	\$ 186.51	\$ 133.66	\$ 77.71	\$ 74.60	\$ 65.28	\$ 55.95		
DIRECT LABOR COSTS	\$ 2,909.53	\$ 20,516.10	\$ -	\$ 19,893.76	\$ 16,262.80	\$ 22,325.76	\$ -	\$ 81,907.95	
<b>TOTAL</b>	<b>\$ 2,909.53</b>	<b>\$ 20,516.10</b>	<b>\$ -</b>	<b>\$ 19,893.76</b>	<b>\$ 16,262.80</b>	<b>\$ 22,325.76</b>	<b>\$ -</b>	<b>\$ 81,907.95</b>	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	3.55%	25.05%	0.00%	24.29%	19.85%	27.26%	0.00%	100.00%	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	1.38%	11.71%	0.00%	27.26%	23.22%	36.42%	0.00%	100.00%	
<b>GRAND TOTAL</b>									<b>\$ 81,907.95</b>

EXHIBIT D  
 FEE SCHEDULE FOR SH 365 (PS + E) SERVICES  
 LIMITS: FROM FROM WEST OF FM 396 (BRYAN RD) TO EAST OF MCCOLL RD  
 L G CONSULTING ENGINEERS, INC.

MAXIMUM AMOUNT PAYABLE SH 365 PROJECT (CSJ: 3627-01-001) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed SH 365 Project Limits: From East of FM 494 to Bentsen Rd R GUTIERREZ ENGINEERING CORPORATION												
NO. OF DWGS	SHEET	BASIC SERVICES (ROADWAY) DESCRIPTION	ACTUAL HRS PER SHT	Target Hrs per Sheet	Principal	Project Manager	Project Engineer	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
<b>I. GENERAL</b>												
<b>FC 163 - MISCELLANEOUS (ROADWAY)</b>												
1	1	1 - INDEX OF SHEETS	6	20		1	1	2	2		6	\$ 673.30
0	2 - 1	0 - TYPICAL SECTIONS - CONFIGURATION (LANES/SHOULDERS/CUT/FILL/ETC) (PAVEMENT DESIGN):									0	
2	2 - 3	2 - EXISTING TYPICAL SECTIONS	8	15		1	2	4	8		15	\$ 1,499.34
4	4 - 7	4 - PROP TYPICAL SECTIONS	22	15	1	4	12	24	48		89	\$ 8,947.47
2	8 - 9	2 - ESTIMATE & QUANTITY SHEETS	15	22		2	4	8	16		30	\$ 2,998.68
4	10 - 13	4 - SUMMARY OF ROADWAY QUANTITIES	19	16	2	8	16	24	24		74	\$ 8,565.58
0	14 - 13	0 - SUMMARY OF RETAINING WALL QUANTITIES		16							0	\$ -
2	14 - 15	2 - SUMMARY OF CULVERT QUANTITIES	23	16	1	4	8	16	16		45	\$ 4,976.91
0	16 - 15	0 - SUMMARY OF STORM SEWER QUANTITIES		16							0	\$ -
0	16 - 15	0 - SUMMARY OF BRIDGES		26							0	\$ -
0	16 - 15	0 - SUMMARY OF ILLUMINATION QUANTITIES		16							0	\$ -
0	16 - 15	0 - SUMMARY OF TRAFFIC SIGNAL QUANTITIES		16							0	\$ -
6	16 - 21	6 - SUMMARY OF EARTHWORK QUANTITIES	8	16	1	4	8	16	16		45	\$ 4,976.91
0	22 - 21	0 - SUMMARY OF SMALL SIGNS		16							0	\$ -
0	22 - 21	0 - SUMMARY OF PAVEMENT MARKINGS		16							0	\$ -
1	22 - 22	1 - SUMMARY OF DELINEATION & OBJ MRKR QUANTITIES	5	16			1	2	2		5	\$ 492.84
1	23 - 23	1 - SUMMARY OF SW3P (EROSION CONTROL)	45	16	1	4	8	16	16		45	\$ 4,976.91
1	24 - 24	1 - SUMMARY OF REMOVAL ITEMS	11	16		1	2	4	4		11	\$ 1,166.14
24		<b>SUB-TOTAL - FC 163 - MISCELLANEOUS (ROADWAY)</b>			6	29	62	116	152	0	365	\$ 39,274.08
<b>III. ROADWAY DETAILS</b>												
0	25 - 24	0 - FC 160 - ROADWAY DESIGN CONTROLS										
4	25 - 28	4 - HORIZONTAL ALIGNMENT DATA SHEETS	7	6		2	8	8	8		26	\$ 2,915.40
0	29 - 28	0 - BENCHMARK DATA SHEETS:									0	
1	29 - 29	1 - SURVEY CONTROL INDEX OF SHEETS	4	6		1	1	1	1		4	\$ 499.77
8	30 - 37	8 - HORIZONTAL AND VERTICAL CONTROL DATA SHEETS	3	6		2	8	8	8		26	\$ 2,915.40
1	38 - 38	1 - REMOVAL PLAN	15	20		1	2	4	8		15	\$ 1,499.34
0	39 - 38	0 - PLAN AND PROFILE									0	
9	39 - 47	9 - ROADWAY P & P SHEETS - EB & WB MAIN LANES TOGETHER (9 PLAN SHEETS)	52	30	4	36	72	144	216		472	\$ 49,228.04
2	48 - 49	2 - ROADWAY P & P SHEETS - RAMPS (2 PLAN SHEETS)	53	30	2	8	16	32	48		106	\$ 11,286.62

EXHIBIT D  
 FEE SCHEDULE FOR SH 365 (PS + E) SERVICES  
 LIMITS: FROM FROM WEST OF FM 396 (BRYAN RD) TO EAST OF MCCOLL RD  
 L G CONSULTING ENGINEERS, INC.

MAXIMUM AMOUNT PAYABLE SH 365 PROJECT (CSJ: 3627-01-001) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed SH 365 Project Limits: From East of FM 494 to Bentsen Rd <b>R GUTIERREZ ENGINEERING CORPORATION</b>												
NO. OF DWGS	SHEET	BASIC SERVICES (ROADWAY) DESCRIPTION	ACTUAL HRS PER SHT	Target Hrs per Sheet	Principal	Project Manager	Project Engineer	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
2	50 - 51	2-ROADWAY P&P SHEETS - EB FRONTAGE ROAD (2 PLAN SHEETS)	53	30	2	8	16	32	48		106	\$ 11,286.62
2	52 - 53	2 - ROADWAY P&P SHEETS - WB FRONTAGE ROAD (2 PLAN SHEETS)	53	30	2	8	16	32	48		106	\$ 11,286.62
0	54 - 53	0 - INTERSECTING ROADS		30							0	\$ -
1	54 - 54	1 - INTERSECTION LAYOUTS AND DETAILS (1 PLAN SHEET)	53	30	1	4	8	16	24		53	\$ 5,643.31
0	55 - 54	0 - DRIVEWAY LAYOUTS		30							0	\$ -
0	55 - 54	0 - DRIVEWAY DETAILS		20							0	\$ -
4	55 - 58	4 - MISCELLANEOUS ROADWAY DETAILS	13	20	1	4	8	16	24		53	\$ 5,643.31
0	59 - 58	0 - BUS BAYS (NO BUS BAYS)		30							0	\$ -
0	59 - 58	0 - PARKING AREAS (NO PARKING AREAS)		30							0	\$ -
0	59 - 58	0 - STANDARDS									0	
1	59	CCCG-01	2	2			1		1		2	\$ 229.08
1	60	CRCP (1)-09	2	2			1		1		2	\$ 229.08
1	61	TA (CP)-99	2	2			1		1		2	\$ 229.08
1	62	JS-94	2	2			1		1		2	\$ 229.08
1	63	GF(31)-11	2	2			1		1		2	\$ 229.08
1	64	GF(31)DAT-11	2	2			1		1		2	\$ 229.08
1	65	GF(31)LS-11	2	2			1		1		2	\$ 229.08
1	66	GF(31)TR-11	2	2			1		1		2	\$ 229.08
1	67	GF(31)T101-13	2	2			1		1		2	\$ 229.08
1	68	SGT 7-09	2	2			1		1		2	\$ 229.08
1	69	SGT 8-09	2	2			1		1		2	\$ 229.08
1	70	BED-09	2	2			1		1		2	\$ 229.08
1	71	SSCB (1)-99	2	2			1		1		2	\$ 229.08
1	72	SSCB (2)-00A	2	2			1		1		2	\$ 229.08
1	73	SSCB (3)-02	2	2			1		1		2	\$ 229.08
1	74	TRACC (N)-05	2	2			1		1		2	\$ 229.08
1	75	REACT (N)-05	2	2			1		1		2	\$ 229.08
1	76	QUAD (N)-99	2	2			1		1		2	\$ 229.08
1	77	TE(HMAC)-11	2	2			1		1		2	\$ 229.08
4	78 - 81	4 - RS(1)-10	1	2			1		1		2	\$ 229.08
0	82 - 81	0 - PREPARE PLANS ELECTRONIC DELIVERABLES				1	4		4	16		\$ 2,096.46
57		<b>SUB-TOTAL - 0 - FC 160 - ROADWAY DESIGN CONTROLS</b>			12	75	179	293	457	16	1032	\$ 108,882.49

EXHIBIT D  
 FEE SCHEDULE FOR SH 365 (PS + E) SERVICES  
 LIMITS: FROM FROM WEST OF FM 396 (BRYAN RD) TO EAST OF MCCOLL RD  
 L G CONSULTING ENGINEERS, INC.

MAXIMUM AMOUNT PAYABLE SH 365 PROJECT (CSJ: 3627-01-001) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed SH 365 Project Limits: From East of FM 494 to Bentsen Rd <b>R GUTIERREZ ENGINEERING CORPORATION</b>												
NO. OF DWGS	SHEET	BASIC SERVICES (ROADWAY) DESCRIPTION	ACTUAL HRS PER SHT	Target Hrs per Sheet	Principal	Project Manager	Project Engineer	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
<b>V. DRAINAGE DETAILS</b>												
<b>FC 161 - DRAINAGE</b>												
0	82 - 81	0 - DATA COLLECTION/REVIEW DATA			2	8	16	24	24	4	78	\$ 8,815.50
0	82 - 81	0 - FIELD TRIP TO VERIFY EXISTING CONDITIONS (TWO TRIPS)			2	8	8	8			26	\$ 3,956.46
5	82 - 86	5 - PREPARE LARGE AND SMALL DRAINAGE AREA MAPS:	20	20	2	8	16	24	48		98	\$ 10,564.78
0	87 - 86	0 - HYDROLOGY CALCULATIONS (STORM SEWER, CULVERTS, DITCHES):									0	\$ -
0	87 - 86	0 - HYDRAULIC COMPUTATIONS SHEETS (STORM SEWER, CULVERTS, DITCHES):									0	\$ -
14	87 - 100	14 - IRRIGATION LAYOUT SHEETS (14 PLAN SHEETS) (ALL INCLUSIVE, NO FURTHER SUPPLEMENTAL REQUIRED)	19	30	8	30	60	80	80		270	\$ 30,541.80
0	101 - 100	0 - COORDINATE WITH IRRIGATION DISTRICTS			40	60	80	80	40	16	316	\$ 46,534.08
2	101 - 102	2 - OUTFALL P&P SHEETS (2 PLAN SHEETS)	53	30	2	8	16	32	48		106	\$ 11,286.62
5	103 - 107	5 - CULVERT LAYOUT SHEETS (5 PLAN SHEETS)	53	30	4	20	40	80	120		264	\$ 27,904.20
0	108 - 107	0 - STORM SEWER & UTILITIES P & P SHEETS									0	\$ -
0	108 - 107	0 - PREPARE MISCELLANEOUS DETAILS (DETENTION PONDS) (8 PLAN SHEETS) (NOT INCLUDED - THIS WORK TO BE DONE BY HCDD NO 1, OUTSIDE OF ROW. IF WITHIN ROW, SHOULD BE PART OF ROADWAY P&P SHEETS)			0	0	0	0	0		0	\$ -
0	108 - 107	STANDARDS										
1	108 - 108	1 - SCC-3&4	2	2			1		1		2	\$ 229.08
1	109 - 109	1 - SCC-5&6	2	2			1		1		2	\$ 229.08
1	110 - 110	1 - SCC-7	2	2			1		1		2	\$ 229.08
1	111 - 111	1 - SCC-8	2	2			1		1		2	\$ 229.08
1	112 - 112	1 - SCC-MD	2	2			1		1		2	\$ 229.08
1	113 - 113	1 - MC-MD	2	2			1		1		2	\$ 229.08
1	114 - 114	1 - MC-4-23	2	2			1		1		2	\$ 229.08
1	115 - 115	1 - MC-6-20	2	2			1		1		2	\$ 229.08
1	116 - 116	1 - MC-7-20	2	2			1		1		2	\$ 229.08
1	117 - 117	1 - ECD	2	2			1		1		2	\$ 229.08
1	118 - 118	1 - BCS	2	2			1		1		2	\$ 229.08
1	119 - 119	1 - SW-0	2	2			1		1		2	\$ 229.08
1	120 - 120	1 - FW-S	2	2			1		1		2	\$ 229.08
1	121 - 121	1 - PW	2	2			1		1		2	\$ 229.08
1	122 - 122	1 - SETB-SW-0	2	2			1		1		2	\$ 229.08
1	123 - 123	1 - SETB-FW-0	2	2			1		1		2	\$ 229.08
1	124 - 124	1 - SETB-FW-S	2	2			1		1		2	\$ 229.08

EXHIBIT D  
 FEE SCHEDULE FOR SH 365 (PS + E) SERVICES  
 LIMITS: FROM FROM WEST OF FM 396 (BRYAN RD) TO EAST OF MCCOLL RD  
 L G CONSULTING ENGINEERS, INC.

MAXIMUM AMOUNT PAYABLE SH 365 PROJECT (CSJ: 3627-01-001) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed SH 365 Project Limits: From East of FM 494 to Bentsen Rd <b>R GUTIERREZ ENGINEERING CORPORATION</b>												
NO. OF DWGS	SHEET	BASIC SERVICES (ROADWAY) DESCRIPTION	ACTUAL HRS PER SHT	Target Hrs per Sheet	Principal	Project Manager	Project Engineer	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
1	125 - 125	1 - SETP-CD	2	2			1		1		2	\$ 229.08
1	126 - 126	1 - C-6-20	2	2			1		1		2	\$ 229.08
1	127 - 127	1 - MC-7-20	2	2			1		1		2	\$ 229.08
<b>46</b>		<b>SUB-TOTAL - FC 161 - DRAINAGE</b>			<b>60</b>	<b>142</b>	<b>256</b>	<b>328</b>	<b>380</b>	<b>20</b>	<b>1198</b>	<b>\$ 144,185.04</b>
		<b>VIII. ENVIRONMENTAL</b>										
		<b>FC 161 - DRAINAGE</b>										
0	128 - 127	0 - PREPARE SW3P & EPIC:									0	
2	128 - 129	2 - 'SW3P NARRATIVE	17	10		2	4	8	16	4	34	\$ 3,248.60
5	130 - 134	5 - SW3P LAYOUTS (5 PLAN SHEETS)	53	20	4	20	40	80	120		264	\$ 27,904.20
2	135 - 136	2 - MISCELLANEOUS SW3P DETAILS	15	10		2	4	8	16		30	\$ 2,998.68
0	137 - 136	SW3P STANDARDS:									0	
3	137 - 139	3 - EC-(1 )THRU (3)-93	1	2			1		1		2	\$ 229.08
<b>12</b>		<b>SUB-TOTAL - FC 161 - DRAINAGE</b>			<b>4</b>	<b>24</b>	<b>49</b>	<b>96</b>	<b>153</b>	<b>4</b>	<b>330</b>	<b>\$ 34,380.56</b>
		<b>IX. MISCELLANEOUS</b>										
		<b>FC 163 - MISCELLANEOUS - LANDSCAPING/AESTHETICS</b>										
0	140 - 139	0 - LANDSCAPING/IRRIGATION		30							0	\$ -
0	140 - 139	0 - AESTHETIC PLAN		30							0	\$ -
0	140 - 139	0 - AESTHETIC DETAILS		10							0	\$ -
<b>0</b>		<b>SUB-TOTAL - FC 163 - MISCELLANEOUS - LANDSCAPING/AESTHETICS</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
		<b>IX. CROSS SECTIONS</b>										
		<b>FC 163 - MISCELLANEOUS - CROSS SECTIONS</b>										
0	140 - 139	0 - CROSS SECTIONS (RDWY & OUTFALL) (NOT INCLUDED: ALL CROSS SECTIONS TO BE DONE BY I&G)				0	0	0	0		0	\$ -
<b>0</b>		<b>SUB-TOTAL - FC 163 - MISCELLANEOUS - CROSS SECTIONS</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
<b>139</b>		<b>TOTAL PS&amp;E</b>			<b>82</b>	<b>270</b>	<b>546</b>	<b>833</b>	<b>1142</b>	<b>40</b>	<b>2925</b>	<b>\$ 326,722.17</b>
<b>HOURS SUB-TOTALS</b>					<b>82</b>	<b>270</b>	<b>546</b>	<b>833</b>	<b>1,142</b>	<b>40</b>	<b>2,925</b>	
LABOR RATE PER HOUR					\$ 312.35	\$ 180.46	\$ 145.78	\$ 90.23	\$ 83.30	\$ 62.48		
DIRECT LABOR COSTS					\$ 25,612.70	\$ 48,724.20	\$ 79,595.88	\$ 75,161.59	\$ 95,128.60	\$ 2,499.20	\$ 326,722.17	
<b>TOTAL</b>					<b>\$ 25,612.70</b>	<b>\$ 48,724.20</b>	<b>\$ 79,595.88</b>	<b>\$ 75,161.59</b>	<b>\$ 95,128.60</b>	<b>\$ 2,499.20</b>		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)					7.84%	14.91%	24.36%	23.00%	29.12%	0.76%	100.00%	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)					2.80%	9.23%	18.67%	28.48%	39.04%	1.37%	100.00%	
<b>DIRECT EXPENSES</b>												

EXHIBIT D  
 FEE SCHEDULE FOR SH 365 (PS + E) SERVICES  
 LIMITS: FROM FROM WEST OF FM 396 (BRYAN RD) TO EAST OF MCCOLL RD  
 L G CONSULTING ENGINEERS, INC.

MAXIMUM AMOUNT PAYABLE  
 SH 365 PROJECT (CSJ: 3627-01-001)  
 PLANS, SPECIFICATIONS AND ESTIMATE SERVICES  
 Develop PS&E for Proposed SH 365 Project  
 Limits: From East of FM 494 to Bentsen Rd  
 R GUTIERREZ ENGINEERING CORPORATION

NO. OF DWGS	SHEET	BASIC SERVICES (ROADWAY) DESCRIPTION	ACTUAL HRS PER SHT	Target Hrs per Sheet	Principal	Project Manager	Project Engineer	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
		DESCRIPTION			QUANTITY	RATE						\$ -
		MILEAGE (PROJECT SITE VISITS) (150 MILES)			150	\$0.60						\$ 90.00
		11 X 17 COPIES (139 PLAN SHEETS @ 20 COPIES EACH)			2,780	\$1.50						\$ 4,170.00
		11 X 17 MYLARS (139 PLAN SHEETS)			139	\$2.00						\$ 278.00
<b>TOTAL DIRECT EXPENSES</b>											\$ 4,538.00	
<b>GRAND TOTAL - PS&amp;E, SPECIAL SERVICES &amp; DIRECT EXPENSES</b>											\$ 331,260.17	

EXHIBIT D  
 FEE SCHEDULE FOR SH 365 (PS + E) SERVICES  
 LIMITS: OVERPASS AT 10TH ST (WB-EB) AND UNDERPASS AT McCOLL  
 LG CONSULTING ENGINEERS, INC.

MAXIMUM AMOUNT PAYABLE SH 365 PROJECT (CSJ: 3627-01-001) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Limits: Overpass at 10th St (WB & EB) And Underpass at McColl Rd Develop PS&E for Proposed SH 365 Project B2Z ENGINEERING, LLC										
NO. OF DWGS	SHEET	BASIC SERVICES (BRIDGE DESIGN) DESCRIPTION	SR PM	Senior Engineer	Design Engineer	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
<b>VI. BRIDGES</b>										
<b>FC 170 - BRIDGE DESIGN</b>										
<b>WEST BOUND MAIN LANE BRIDGE OVER 10TH STREET</b>										
1	1	1 - BRIDGE LAYOUTS	1	39		26			66	\$ 8,716.95
1	2 - 2	1 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	1	16	29		20		66	\$ 7,576.47
1	3 - 3	1 - FOUNDATION LAYOUTS		15	0	25	10		50	\$ 5,049.00
1	4 - 4	1 - FOUNDATION DETAILS- 1 TYPE(S)		18	18	12	12		60	\$ 6,807.24
4	5 - 8	4 - ABUTMENTS - 1 TYPE		30	42	24	24		120	\$ 13,329.36
4	9 - 12	4 - INTERIOR BENTS - 1 TYPE		30	42	24	24		120	\$ 13,329.36
1	13 - 13	1 - CONC SLAB SPAN & DEFLECTION - 1 UNIT		13	15	13	10		51	\$ 5,571.72
1	14 - 14	1 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT		11	20	10	10		51	\$ 5,601.42
1	15 - 15	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS		20	10	10	10		50	\$ 5,910.30
1	16 - 16	1 - PRESTR CONC BEAMS -IGNS		13	26	7	20		66	\$ 7,038.90
2	17 - 18	2 - ARCHITECTURAL TREATMENT		50		30	20		100	\$ 11,880.00
2	19 - 20	2 - DRAIN DETAILS		28	18	28	18		92	\$ 10,080.18
1	21 - 21	1 - BRIDGE BORING LOGS		4	2	6	14		26	\$ 2,239.38
<b>21</b>		<b>SUB-TOTAL - WEST BOUND MAIN LANE BRIDGE OVER 10TH STREET</b>	<b>2</b>	<b>287</b>	<b>222</b>	<b>215</b>	<b>192</b>	<b>0</b>	<b>918</b>	<b>\$ 103,130.28</b>
<b>EAST BOUND MAIN LANE BRIDGE OVER 10TH STREET</b>										
1	21 - 21	1 - BRIDGE LAYOUTS	1	39	0	26	0		66	\$ 8,716.95
1	22 - 22	1 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	1	16	29	0	20		66	\$ 7,576.47
2	23 - 24	2 - FOUNDATION LAYOUTS		24	9	31	16		80	\$ 8,452.62
3	25 - 27	3 - ABUTMENTS		15	21	12	12		60	\$ 6,664.68
2	28 - 29	2- INTERIOR BENTS		15	21	12	12		60	\$ 6,664.68
2	30 - 31	2 - CONC SLAB SPAN		7	8	6	5		26	\$ 2,889.81
1	32 - 32	1 - CONC FRAMING PLAN & BENT REPORT		11	20	10	10		51	\$ 5,601.42
1	33 - 33	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS		10	5	5	5		25	\$ 2,955.15
1	34 - 34	1 - PRESTR CONC I-GIRDER DESIGN		13	26	7	20		66	\$ 7,038.90

EXHIBIT D  
 FEE SCHEDULE FOR SH 365 (PS + E) SERVICES  
 LIMITS: OVERPASS AT 10TH ST (WB-EB) AND UNDERPASS AT MCCOLL  
 LG CONSULTING ENGINEERS, INC.

MAXIMUM AMOUNT PAYABLE SH 365 PROJECT (CSJ: 3627-01-001) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES <i>Limits: Overpass at 10th St (WB &amp; EB) And Underpass at McColl Rd</i> <i>Develop PS&amp;E for Proposed SH 365 Project</i> <b>B2Z ENGINEERING, LLC</b>										
NO. OF DWGS	SHEET	BASIC SERVICES (BRIDGE DESIGN) DESCRIPTION	SR PM	Senior Engineer	Design Engineer	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
2	35 - 36	2 - ARCHITECTURAL TREATMENT		25	0	15	10		50	\$ 5,940.00
1	37 - 37	1 - DRAIN DETAILS		14	9	14	9		46	\$ 5,040.09
1	38 - 38	1 - BRIDGE BORING LOGS		4	2	6	14		26	\$ 2,239.38
<b>18</b>		<b>SUB-TOTAL - 0 - EAST BOUND MAIN LANE BRIDGE OVER 10TH STREET</b>	<b>2</b>	<b>193</b>	<b>150</b>	<b>144</b>	<b>133</b>	<b>0</b>	<b>622</b>	<b>\$ 69,780.15</b>
		<b>MCCOLL UNDERPASS BRIDGE</b>								
1	38 - 38	1 - BRIDGE LAYOUTS	6	48		48			102	\$ 13,026.42
1	39 - 39	1 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	1	18	40	2	16		77	\$ 9,120.87
2	40 - 41	2 - FOUNDATION LAYOUTS	1	32		32	30		95	\$ 9,887.13
3	42 - 44	3 - ABUTMENTS	1	48	32	60	24		165	\$ 18,137.79
2	45 - 46	2 - INTERIOR BENTS	1	48	24	25	28		126	\$ 14,734.17
2	47 - 48	2 - CONC SLAB SPAN	1	20	8	30	16		75	\$ 7,814.07
1	49 - 49	1 - CONC FRAMING PLAN & BENT REPORT	1	20	24	16	16		77	\$ 8,633.79
1	50 - 50	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	1	24	20	16	16		77	\$ 8,823.87
1	51 - 51	1 - PRESTR CONC I-GIRDER DESIGN	1	10	28	10	8		57	\$ 6,483.51
2	52 - 53	2 - ARCHITECTURAL TREATMENT	4	24	20	30	30		108	\$ 11,446.38
1	54 - 54	1 - DRAIN DETAILS	1	16	8	12	20		57	\$ 6,008.31
1	55 - 55	1 - BRIDGE BORING LOGS	1	2	4	10	4		21	\$ 2,052.27
<b>18</b>		<b>SUB-TOTAL - MCCOLL UNDERPASS BRIDGE</b>	<b>20</b>	<b>310</b>	<b>208</b>	<b>291</b>	<b>208</b>	<b>0</b>	<b>1037</b>	<b>\$ 116,168.58</b>
		<b>WEST BOUND MAIN LANE CANAL BRIDGE</b>								
<b>0</b>	55 - 54	<b>0 - PERFORM SCOUR ANALYSIS BASED ON HEC-18 FOR SAN JUAN IRRIGATION CANAL BRIDGE</b>	<b>4</b>	<b>40</b>	<b>136</b>				<b>180</b>	<b>\$ 23,700.60</b>
<b>0</b>	55 - 54	<b>0 - PREPARE SCOUR REPORT BASED ON HEC-18 ANALYSIS FOR SJ IRRIGATION CANAL BRIDGE</b>	<b>12</b>	<b>44</b>	<b>40</b>				<b>96</b>	<b>\$ 14,743.08</b>
		<b>SUB-TOTAL BRIDGE</b>	<b>24</b>	<b>790</b>	<b>580</b>	<b>650</b>	<b>533</b>	<b>0</b>	<b>2577</b>	<b>\$ 327,522.69</b>
<b>57</b>		<b>TOTAL PS&amp;E</b>	<b>24</b>	<b>790</b>	<b>580</b>	<b>650</b>	<b>533</b>	<b>0</b>	<b>2577</b>	<b>\$ 327,522.69</b>
		<b>HOURS SUB-TOTALS</b>	<b>24</b>	<b>790</b>	<b>580</b>	<b>650</b>	<b>533</b>	<b>0</b>	<b>2,577</b>	
		LABOR RATE PER HOUR	\$ 222.75	\$ 166.32	\$ 118.80	\$ 77.22	\$ 62.37	\$ 53.46		
		DIRECT LABOR COSTS	\$ 5,346.00	\$ 131,392.80	\$ 68,904.00	\$ 50,193.00	\$ 33,243.21	\$ -	\$ 289,079.01	
		<b>TOTAL</b>	<b>\$ 5,346.00</b>	<b>\$ 131,392.80</b>	<b>\$ 68,904.00</b>	<b>\$ 50,193.00</b>	<b>\$ 33,243.21</b>	<b>\$ -</b>	<b>\$ 289,079.01</b>	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	1.85%	45.45%	23.84%	17.36%	11.50%	0.00%	100.00%	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	0.93%	30.66%	22.51%	25.22%	20.68%	0.00%	100.00%	
<b>GRAND TOTAL - PS&amp;E</b>										<b>\$ 327,522.69</b>

EXHIBIT D  
 FEE SCHEDULE FOR SH 365 (PS + E) SERVICES  
 LIMITS: FROM WEST OF FM 396 (BRYAN RD) TO EAST OF MCCOLL RD  
 LG CONSULTING ENGINEERS, INC.

MAXIMUM AMOUNT PAYABLE SH 365 PROJECT (CSJ: 3627-01-001) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Limits: From West of FM 396 (Bryan Rd) to East of McColl Rd Develop PS&E for Proposed SH 365 Project TEDSI INFRASTRUCTURE GROUP, INC.													
NO. OF DWGS	BASIC SERVICES (SIGNING & PAVEMENT MARKINGS) DESCRIPTION	TARGET HRS PER SHT	ACTUAL HRS PER SHT	PM	Sr Engineer (V)	Project Engineer (V)	Project Engineer (III, IV)	EIT	Sr Engineering Technician	Cadd Operator	Admin/ Clerical	Total Labor Hrs.	Task Cost
	VII. TRAFFIC ITEMS												
	FC 162 - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION												
	<b>SIGNING DESIGN (30%, 60%, 90%, 100% SUBMITTALS UNLESS OTHERWISE NOTED)</b>												
	FIELD INVENTORY OF SIGNS									32		32	\$2,650.56
	GENERAL NOTES FOR SIGNS (90%, 100%)			1			7					8	\$1,136.36
1	SUMMARY OF QUANTITIES LARGE SIGNS, 1 SHT	16	17	2	3		4	5		3		17	\$2,382.11
1	SUMMARY OF QUANTITIES SMALL SIGNS, 1 SHT	16	17	2	3		4	5		3		17	\$2,382.11
5	SUMMARY OF LARGE SIGNS - PROPOSED (SOLS), 7 PANELS/SHT, 5 SHT	16	16	2	16		20	26		16		80	\$10,641.68
1	SUMMARY OF LARGE SIGNS - EXISTING (SOLS), 1 SHT	16	10	1	2		2	3		2		10	\$1,391.50
5	SUMMARY OF SMALL SIGNS - PROPOSED (SOSS), 5 SHT	20	21	2	16		24	32		32		106	\$13,192.80
2	SUMMARY OF SMALL SIGNS - EXISTING (SOLS), 2 SHT	16	16	1	6		8	10		6		31	\$4,138.06
	SIGN LAYOUTS (EXIST/PROP LARGE AND SMALL SIGNS TO BE SHOWN IN THE SAME SHTS)												
37	SH 365 - STA. 620+00 TO STA. 987+00 1"=100' SINGLE BANK, 1000'/SHT, 37 SHT	20	21	12	12		160	210		370		764	\$81,131.74
0	FM 494 FTG TO SH 365 - STA 120613+16 TO STA 20635+00 (2284' = 0.43 miles) 1"=100' SINGLE BANK, 1000'/SHT, 3 SHT (NOT REQUIRED CAN BE SHOWN ON ABOVE SHEETS)	20	#DIV/0!	0	0		0	0		0		0	\$0.00
2	ANZALDUAS CONNECTOR - STA 101+20 TO STA 116+81.5 (1561.5' = 0.30 miles) 1"=100' SINGLE BANK, 1000'/SHT, 2 SHT	20	21	2	2		8	12		18		42	\$4,764.26
0	GLASSCOCK RD - (NOT REQUIRED)	20	#DIV/0!	0	0		0	0		0		0	\$0.00
2	FM 494 - STA 140+84 TO STA 153+74 (1290' = 0.25 miles) 1"=100' SINGLE BANK, 1000'/SHT, 2 SHT	20	21	2	2		8	12		18		42	\$4,764.26
0	SP 115 (NOT REQUIRED)	20	#DIV/0!	0	0		0	0		0		0	\$0.00
2	MCCOLL RD - STA 29+85 TO STA 50+50 (2065' = 0.39 miles) 1"=100' SINGLE BANK, 1000'/SHT, 2 SHT	20	21	2	2		8	12		18		42	\$4,764.26
0	INTERSECTION - CONWAY AVE (NOT REQUIRED)	20	#DIV/0!	0	0		0	0		0		0	\$0.00
1	INTERSECTION - 10TH ST 1"=100' SINGLE BANK, 1 SHT	20	20	1	1		4	6		8		20	\$2,299.30
4	LARGE GUIDE SIGN PANEL DETAILS (34 PANELS, 9 PANELS/SHT), 4 SHT	40	41	8	8		30	60		58		164	\$19,023.90
8	OVERHEAD SIGN STRUCTURE DETAILS (15 COSS, 2 STRUCTURES/SHT), 8 SHT	40	41	8	8		60	102		148		326	\$35,324.52
	LARGE GROUND MOUNTED SIGN STRUCTURE DESIGN (19 GM)			2	2		14	24		33		75	\$8,193.35
1	SMALL SIGN PANEL DETAILS, 1 SHT	40	40	1	1		8	13		17		40	\$4,386.57
32	STANDARD SHEETS, 32 SHT	2	3	1	1		18	31		45		96	\$10,118.29
	SPECIFICATIONS (90%, 100%)			1	1		1					3	\$543.34
	COST ESTIMATE (30%, 60%, 90%, 100% SUBMITTALS)			16	16		16					48	\$8,693.44
	COORDINATION AND PROGRESS MEETINGS			24	24							48	\$9,859.68
	<b>PAVEMENT MARKINGS DESIGN (30%, 60%, 90%, 100% SUBMITTALS UNLESS OTHERWISE NOTED)</b>												
	GENERAL NOTES FOR PAVEMENT MARKINGS (90%, 100%)			1			7					8	\$1,136.36
1	SUMMARY OF QUANTITIES, 1 SHT	16	17	2	3		4	5		3		17	\$2,382.11
	PAVEMENT MARKING LAYOUTS												
37	SH 365 - STA. 620+00 TO STA. 987+00 1"=100' SINGLE BANK, 1000'/SHT, 37 SHT	20	22	12	12		160	246		370		800	\$85,306.30

EXHIBIT D  
 FEE SCHEDULE FOR SH 365 (PS + E) SERVICES  
 LIMITS: FROM WEST OF FM 396 (BRYAN RD) TO EAST OF MCCOLL RD  
 LG CONSULTING ENGINEERS, INC.

MAXIMUM AMOUNT PAYABLE  
 SH 365 PROJECT (CSJ: 3627-01-001)  
 PLANS, SPECIFICATIONS AND ESTIMATE SERVICES  
 Limits: From West of FM 396 (Bryan Rd) to East of McColl Rd  
 Develop PS&E for Proposed SH 365 Project  
 TEDSI INFRASTRUCTURE GROUP, INC.

NO. OF DWGS	BASIC SERVICES (SIGNING & PAVEMENT MARKINGS) DESCRIPTION	TARGET	ACTUAL	PM	Sr Engineer (V)	Project Engineer (V)	Project Engineer (III, IV)	EIT	Sr Engineering Technician	Cadd Operator	Admin/ Clerical	Total Labor Hrs.	Task Cost
		HRS PER SHT	HRS PER SHT										
0	FM 494 FTG TO SH 365 - STA 120613+16 TO STA 20635+00 (2284' = 0.43 miles) 1"=100' SINGLE BANK, 1000'/SHT, 3 SHT (NOT REQUIRED CAN BE SHOWN ON ABOVE SHEETS)	20	#DIV/0!		0		0	0		0		0	\$0.00
2	ANZALDUAS CONNECTOR - STA 101+20 TO STA 116+81.5 (1561.5' = 0.30 miles) 1"=100' SINGLE BANK, 1000'/SHT, 2 SHT	20	20	1	1		7	12		18		39	\$4,220.92
0	GLASSCOCK RD - (NOT REQUIRED)	20	#DIV/0!	0	0		0	0		0		0	\$0.00
2	FM 494 - STA 140+84 TO STA 153+74 (1290' = 0.25 miles) 1"=100' SINGLE BANK, 1000'/SHT, 2 SHT	20	24	1	1		8	15		23		48	\$5,115.47
0	SP 115 (NOT REQUIRED)	20	#DIV/0!	0	0		0	0		0		0	\$0.00
2	MCCOLL RD - STA 29+85 TO STA 50+50 (2065' = 0.39 miles) 1"=100' SINGLE BANK, 1000'/SHT, 2 SHT	20	20	2	6		10	12		9		39	\$5,092.23
0	INTERSECTION - CONWAY AVE (NOT REQUIRED)	20	#DIV/0!	0	0		0	0		0		0	\$0.00
1	INTERSECTION - 10TH ST 1"=100' SINGLE BANK, 1 SHT	20	16	1	1		4	5		5		16	\$1,934.85
10	STANDARD SHEETS, 10 SHT	2	3	1	1		6	8		9		25	\$2,879.09
	COST ESTIMATE (30%, 60%, 90%, 100% SUBMITTALS)			16	16		16					48	\$8,693.44
159	<b>SUB-TOTAL - FC 162 - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION</b>			128	167	0	626	866	0	1264	0	3051	\$348,542.86
	<b>HOURS SUB-TOTALS</b>			128	167	0	626	866	0	1,264	0	3,051	
	<b>LABOR RATE PER HOUR</b>			\$208.72	\$202.10	\$149.09	\$132.52	\$115.96	\$99.39	\$82.83	\$66.26		
	<b>DIRECT LABOR COSTS</b>			\$ 26,716.16	\$ 33,750.70	\$ -	\$ 82,957.52	\$ 100,421.36	\$ -	\$ 104,697.12	\$ -	\$ 348,542.86	
	<b>TOTAL</b>			\$ 26,716.16	\$ 33,750.70	\$ -	\$ 82,957.52	\$ 100,421.36	\$ -	\$ 104,697.12	\$ -		
	<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)</b>			7.67%	9.68%	0.00%	23.80%	28.81%	0.00%	30.04%	0.00%	100.00%	
	<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)</b>			4.20%	5.47%	0.00%	20.52%	28.38%	0.00%	41.43%	0.00%	100.00%	
	<b>DIRECT EXPENSES</b>												
	Mileage			mile	\$0.565	300							\$169.50
	8.5" x 11" copies			sheet	\$1.00	50							\$50.00
	11"x17" copies (4-30%, 4-60%, 4-90%, 12-100%)			sheet	\$1.50	3816							\$5,724.00
	11"x17" Mylar (1 SET)			sheet	\$2.00	159							\$318.00
	Color Plots			sq ft	\$4.00								
	Overnight Mail - Letter Size			each	\$15.00	4							\$60.00
	Overnight Mail - Oversized Box			each	\$25.00	3							\$75.00
	<b>TOTAL DIRECT EXPENSES</b>												\$6,396.50
	<b>GRAND TOTAL - TRAFFIC &amp; DIRECT EXPENSES</b>												\$354,939.36

EXHIBIT D  
 FEE SCHEDULE FOR SH 365 (PS + E) SERVICES  
 LIMITS: FROM WEST OF FM 396 (BRYAN RD) TO EAST OF MCCOLL RD  
 LG CONSULTING ENGINEERS, INC.

MAXIMUM AMOUNT PAYABLE SH 365 PROJECT (CSJ: 3627-01-001) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed SH 365 Project ERGONOMIC TRANSPORTATION SOLUTIONS, INC.										
NO. OF DWGS	SHEET	BASIC SERVICES (SIGNALIZATION & ILLUMINATION) DESCRIPTION	SR PM	Senior Engineer	Design Engineer	Trans Engineer	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
		VIII. TRAFFIC ITEMS								
		0 - FC 162 - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION								
		0 - SIGNALIZATION (3 INTERCHANGES)								
0		FIELD INVESTIGATION AND DATA COLLECTION		16		16			32	\$ 3,346.08
0		GENERAL NOTES FOR SIGNALIZATION	1	4			2	1	8	\$ 802.46
1		BASIS OF ESTIMATE SUMMARY	2	4		8	16		30	\$ 2,651.98
3		CONDITION DIAGRAMS	3	8		24	24		59	\$ 5,367.03
3		PROPOSED SIGNAL LAYOUTS	12	36		48	48		144	\$ 13,928.16
3		SIGNAL PHASING AND TIMING	2	8		24			34	\$ 3,544.02
3		ELECTRICAL SCHEDULE	10	24		24	8		66	\$ 7,162.34
0		CROSS WALK AND CURB RAMP DESIGN	2	4		8	8		22	\$ 2,097.26
12		STANDARD SHEETS FOR SIGNALIZATION	2	8		8	12		30	\$ 2,822.82
0		SPECIFICATIONS	1	4		4			9	\$ 995.37
0		COST ESTIMATE	2	16		16	8		42	\$ 4,218.50
0		COORDINATION AND PROGRESS MEETINGS	4						4	\$ 635.40
25		<b>SUB-TOTAL - FC 162 - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION</b>	<b>41</b>	<b>132</b>	<b>0</b>	<b>180</b>	<b>126</b>	<b>1</b>	<b>480</b>	<b>\$ 47,571.42</b>
		FC 163 - MISCELLANEOUS - ILLUMINATION								
		0- ILLUMINATION DESIGN:								
0		GENERAL NOTES FOR ILLUMINATION	1	4		2		2	9	\$ 914.67
1		QUANTITIES SUMMARY	2	4		16	8		30	\$ 2,873.90
24		PROPOSED ILLUMINATION LAYOUTS	60	104		104	132		400	\$ 40,433.40
0		VOLTAGE DROP CALCULATIONS	8	40		40			88	\$ 9,636.00
5		WIRING DIAGRAMS	8	40		40	80		168	\$ 15,183.20
2		SPECIAL MOUNTING DETAILS	2	16		16	32		66	\$ 5,882.66
12		STANDARD SHEETS	2	8		8	12		30	\$ 2,822.82
0		SPECIFICATIONS	2	8		8			18	\$ 1,990.74

EXHIBIT D  
 FEE SCHEDULE FOR SH 365 (PS + E) SERVICES  
 LIMITS: FROM WEST OF FM 396 (BRYAN RD) TO EAST OF MCCOLL RD  
 LG CONSULTING ENGINEERS, INC.

MAXIMUM AMOUNT PAYABLE SH 365 PROJECT (CSJ: 3627-01-001) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed SH 365 Project ERGONOMIC TRANSPORTATION SOLUTIONS, INC.										
NO. OF DWGS	SHEET	BASIC SERVICES (SIGNALIZATION & ILLUMINATION) DESCRIPTION	SR PM	Senior Engineer	Design Engineer	Trans Engineer	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
0		COST ESTIMATE	2	24		24	6		56	\$ 5,752.86
0		COORDINATION AND PROGRESS MEETINGS	8	16				6	30	\$ 3,403.98
44		<b>SUBTOTAL FC 163 - ILLUMINATION</b>	<b>95</b>	<b>264</b>	<b>0</b>	<b>258</b>	<b>270</b>	<b>8</b>	<b>895</b>	<b>\$ 88,894.23</b>
		FC 163 - MISCELLANEOUS - TRAFFIC SIGNAL WARRANT STUDIES (NOT REQUIRED ON THIS WA, TO BE DONE BY TEDSI ON THE US 281 PROJECT)								
0		FIELD INVESTIGATION AND DATA COLLECTION	0	0		0	0		0	\$ -
0		ASSESSMENT OF COUNTS AND SPOT SPEED DATA	0	0		0			0	\$ -
0		ACCIDENT DATA AND ANALYSIS	0	0		0			0	\$ -
0		COLLISION DIAGRAMS	0	0		0	0		0	\$ -
0		TRAFFIC ANALYSIS AND PROJECTIONS	0	0		0			0	\$ -
0		WARRANT ANALYSES	0	0		0			0	\$ -
0		PHOTO ALBUM				0		0	0	\$ -
0		WARRANT STUDY REPORT	0	0		0	0	0	0	\$ -
0		PROJECT COORDINATION	0						0	\$ -
0		<b>SUB-TOTAL - FC 163 - MISCELLANEOUS - TRAFFIC SIGNAL WARRANT STUDIES (NOT REQUIRED ON THIS WA, TO BE DONE BY TEDSI ON THE US 281 PROJECT)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
69		<b>GRAND TOTAL</b>	<b>136</b>	<b>396</b>	<b>0</b>	<b>430</b>	<b>396</b>	<b>9</b>	<b>1367</b>	<b>\$ 136,465.65</b>
		HOURS SUB-TOTALS	136	396	0	430	396	9	1,367	
		LABOR RATE PER HOUR	\$ 158.85	\$ 112.05		\$ 97.08	\$ 69.34	\$ 56.73		
		DIRECT LABOR COSTS	\$ 21,603.60	\$ 44,371.80	\$ -	\$ 41,744.40	\$ 27,458.64	\$ 510.57	\$ 135,689.01	
		<b>TOTAL</b>	<b>\$ 21,603.60</b>	<b>\$ 44,371.80</b>	<b>\$ -</b>	<b>\$ 41,744.40</b>	<b>\$ 27,458.64</b>	<b>\$ 510.57</b>	<b>\$ 135,689.01</b>	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	15.92%	32.70%	0.00%	30.76%	20.24%	0.38%	100.00%	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	9.95%	28.97%	0.00%	31.46%	28.97%	0.66%	100.00%	
<b>TOTAL DIRECT EXPENSES (FROM BELOW)</b>										<b>\$ 5,537.00</b>
<b>GRAND TOTAL - INCLUDING DIRECT EXPENSES</b>										<b>\$ 142,002.65</b>

EXHIBIT D  
 FEE SCHEDULE FOR SH 365 (PS + E) SERVICES  
 LIMITS: FROM WEST OF FM 396 (BRYAN RD) TO EAST OF MCCOLL RD  
 LG CONSULTING ENGINEERS, INC.

MAXIMUM AMOUNT PAYABLE  
 SH 365 PROJECT (CSJ: 3627-01-001)  
 PLANS, SPECIFICATIONS AND ESTIMATE SERVICES  
 Develop PS&E for Proposed SH 365 Project  
 ERGONOMIC TRANSPORTATION SOLUTIONS, INC.

NO. OF DWGS	SHEET	BASIC SERVICES (SIGNALIZATION & ILLUMINATION) DESCRIPTION	SR PM	Senior Engineer	Design Engineer	Trans Engineer	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
		<b>DIRECT EXPENSES</b>								
		REPRO 69 SHEETS X \$2.00 / SHEET (MYLAR) +((69 SHEETS X \$1.50) X4)/ PAPER SHEET - CHECK PLOTS & REVIEW SETS) + (69 PAPER SHEETS X 10 SUBMITTAL SETS X \$1.50)								\$ 1,587.00
		TRAFFIC COUNTS 6 LOCATIONS AT \$350 EACH (NOT REQUIRED)								\$ -
		LODGING (4 NIGHTS AT \$80 EA)								\$ 320.00
		AIRFARE (4 TRIPS AT \$400 EA)								\$ 1,600.00
		CAR RENTAL - \$60 / TRIP X 4 TRIP								\$ 240.00
		DELIVERY SERVICES - \$25 / PACKAGE X 10 PACKAGES								\$ 250.00
		MILEAGE 4 TRIPS x 700 MI / TRIP @ \$0.55/mile								\$ 1,540.00
		<b>TOTAL DIRECT EXPENSES</b>								<b>\$ 5,537.00</b>

**WORK AUTHORIZATION NO. 3**

**EXHIBIT H-2**

**SUPROVIDER MONITORING SYSTEM COMMITMENT AGREEMENT**

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

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Contract #: \_\_\_\_\_ Assigned Goal: 12.2 % Prime Provider L&G Consulting Engineers, Inc.

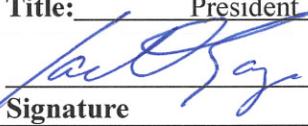
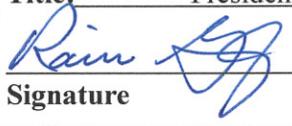
Work Authorization (WA)#: 3 WA Amount: \$3,719,885.81 Date: 12/6/13

Supplemental Work Authorization (SWA) #: \_\_\_\_\_ to WA #: \_\_\_\_\_ SWA Amount: \_\_\_\_\_

Revised WA Amount: \_\_\_\_\_

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
FC160, FC161, and FC163	\$331,260.17
<b>Total Commitment Amount (Including all additional pages.)</b>	<b>\$331,260.17</b>

**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.

<b>Provider Name: L&amp;G Consulting Engineers, Inc.</b> Address: 2100 W. Expressway 83, Mercedes, TX 78570 VID Number: 1743007928900 PH: (956) 565-9813 FX: 956-565-9018 Email: <a href="mailto:Jacinto@LGEngineers.com">Jacinto@LGEngineers.com</a>	Name: <u>Jacinto Garza, P.E</u> <i>(Please Print)</i> Title: <u>President</u>  Signature _____ Date <u>12-9-2013</u>
<b>DBE/HUB Sub Provider</b> <b>Subprovider Name: R. Gutierrez Engineering Corp.</b> VID Number: 1742884551900 Address: 130 E. Park Ave., Pharr, Tx. 78577 PH:(956) 782-2557; FX:(956) 782-2558 Email: <a href="mailto:RGutierrez@rgec.net">RGutierrez@rgec.net</a>	Name: <u>Ramiro Gutierrez, P.E.</u> <i>(Please Print)</i> Title: <u>President</u>  Signature _____ Date <u>12/6/13</u>
<b>Second Tier Sub Provider</b> Subprovider Name: VID Number: Address: Phone # & Fax #: Email:	Name: _____ <i>(Please Print)</i> Title: _____ Signature _____ Date _____

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Contract #: \_\_\_\_\_ Assigned Goal: 12.2% Prime Provider L&G Consulting Engineers, Inc.

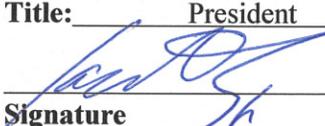
Work Authorization (WA)#: 3 WA Amount: \$3,719,885.81 Date: 12/6/13

Supplemental Work Authorization (SWA) #: \_\_\_\_\_ to WA #: \_\_\_\_\_ SWA Amount: \_\_\_\_\_

Revised WA Amount: \_\_\_\_\_

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
FC 170	\$327,522.69
<b>Total Commitment Amount (Including all additional pages.)</b>	<b>\$327,522.69</b>

**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.

<b>Provider Name: L&amp;G Consulting Engineers, Inc.</b> <b>Address: 2100 W. Expressway 83, Mercedes, TX 78570</b> <b>VID Number: 1743007928900</b> <b>PH: (956) 565-9813 FX: 956-565-9018</b> <b>Email: <a href="mailto:Jacinto@LGEngineers.com">Jacinto@LGEngineers.com</a></b>	<b>Name: Jacinto Garza, P.E</b> <i>(Please Print)</i> <b>Title: President</b>  <b>Signature</b> <span style="float: right;"><b>Date</b> <u>12-9-2013</u></span>
<b>DBE/HUB Sub Provider</b> <b>Subprovider Name: B2Z Engineering, LLC</b> <b>VID Number: 1371580878100</b> <b>Address: P.O. Box 5265, McAllen, Tx. 78502</b> <b>PH: (956) 618-0624; FX: (956) 630-9588</b> <b>Email: <a href="mailto:Nick.Munoz@B2ZEng.com">Nick.Munoz@B2ZEng.com</a></b>	<b>Name: Nicholus Muñoz</b> <i>(Please Print)</i> <b>Title: Vice President</b>  <b>Signature</b> <span style="float: right;"><b>Date</b> <u>12-6-13</u></span>
<b>Second Tier Sub Provider</b> <b>Subprovider Name:</b> <b>VID Number:</b> <b>Address:</b> <b>Phone # &amp; Fax #:</b> <b>Email:</b>	<b>Name: _____</b> <i>(Please Print)</i> <b>Title: _____</b>  <b>Signature</b> <span style="float: right;"><b>Date</b> _____</span>

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Contract #: \_\_\_\_\_ Assigned Goal: 12.2% Prime Provider L&G Consulting Engineers, Inc.

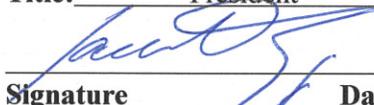
Work Authorization (WA)#: 3 WA Amount: \$3,719,885.81 Date: 12/6/13

Supplemental Work Authorization (SWA) #: \_\_\_\_\_ to WA #: \_\_\_\_\_ SWA Amount: \_\_\_\_\_

Revised WA Amount: \_\_\_\_\_

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
<b>Special Services (Geotechnical)</b>	<b>\$279,053.68</b>
<b>Total Commitment Amount (Including all additional pages.)</b>	<b>\$279,053.68</b>

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<b>DBE/HUB Sub Provider</b> <b>Subprovider Name: L&amp;G Engineering Laboratory</b> <b>VID Number: 1743089440600</b> <b>Address: 900 S. Stewart Rd. Ste 6 Mission Tx. 78572</b> <b>PH: (956) 583-7117; FX: (956) 583-7116</b> <b>Email: <a href="mailto:ASandoval@LGEngineers.com">ASandoval@LGEngineers.com</a></b>	<b>Name: Armando J. Sandoval</b> <i>(Please Print)</i> <b>Title: Vice President</b>  <b>Signature</b> <span style="float: right;"><b>Date</b> <u>12-6-2013</u></span>
<b>Second Tier Sub Provider</b> <b>Subprovider Name:</b> <b>VID Number:</b> <b>Address:</b> <b>Phone # &amp; Fax #:</b> <b>Email:</b>	<b>Name: _____</b> <i>(Please Print)</i> <b>Title: _____</b>  <b>Signature</b> <span style="float: right;"><b>Date</b></span>

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Contract #: \_\_\_\_\_ Assigned Goal: 12.2% Prime Provider L&G Consulting Engineers, Inc.

Work Authorization (WA)#: 3 WA Amount: \$3,719,885.81 Date: 12/6/13

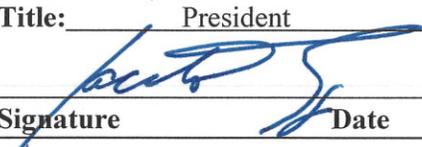
Supplemental Work Authorization (SWA) #: \_\_\_\_\_ to WA #: \_\_\_\_\_ SWA Amount: \_\_\_\_\_

Revised WA Amount: \_\_\_\_\_

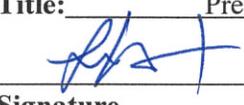
Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
FC 162	\$142,002.65
<b>Total Commitment Amount</b> <i>(Including all additional pages.)</i>	<b>\$142,002.65</b>

**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:** L&G Consulting Engineers, Inc.  
**Address:** 2100 W. Expressway 83, Mercedes, TX 78570  
**VID Number:** 1743007928900  
**PH:** (956) 565-9813 **FX:** 956-565-9018  
**Email:** [Jacinto@LGEngineers.com](mailto:Jacinto@LGEngineers.com)

**Name:** Jacinto Garza, P.E.  
*(Please Print)*  
**Title:** President  
 12-9-2013  
**Signature** **Date**

**Subprovider Name:** Ergonomic Trans Solutions, Inc.  
**VID Number:** N/A  
**Address:** 11500 Northwest Freeway, Ste 491 Houston, Tx. 77092  
**PH:** (713) 956-9601; **FX:** (713) 956-9667  
**Email:** [HSimeon@ETSITeam.com](mailto:HSimeon@ETSITeam.com)

**Name:** Harry C. Simeonidis, P.E.  
*(Please Print)*  
**Title:** President  
 12-6-2013  
**Signature** **Date**

**Second Tier Sub Provider**  
**Subprovider Name:**  
**VID Number:**  
**Address:**  
**Phone #& Fax #:**  
**Email:**

**Name:** \_\_\_\_\_  
*(Please Print)*  
**Title:** \_\_\_\_\_  
  
**Signature** **Date**

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Contract #: \_\_\_\_\_ Assigned Goal: 12.2% Prime Provider L&G Consulting Engineers, Inc.

Work Authorization (WA)#: 3 WA Amount: \$3,719,885.81 Date: \_\_\_\_\_

Supplemental Work Authorization (SWA) #: \_\_\_\_\_ to WA #: \_\_\_\_\_ SWA Amount: \_\_\_\_\_

Revised WA Amount: \_\_\_\_\_

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
FC 162 Signing & Pavement Markings	\$354,939.36
FC	\$0
<b>Total Commitment Amount</b> <i>(Including all additional pages.)</i>	<b>\$354,939.36</b>

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<b>DBE/HUB Sub Provider</b> <b>Subprovider Name: TEDSI Infrastructure Group, Inc.</b> <b>VID Number: 17601280146</b> <b>Address: 1201 E. Expressway 83 Mission, TX 78572</b> <b>PH: (956) 424-7898; FX: (956) 424-7022</b> <b>Email: <a href="mailto:jsalinas@tedsi.com">jsalinas@tedsi.com</a></b>	<b>Name:</b> <u>Jesse Salinas</u> <i>(Please Print)</i> <b>Title:</b> <u>President</u>  <b>Signature</b> <span style="float:right"><b>Date</b></span>
<b>Second Tier Sub Provider</b> <b>Subprovider Name:</b> <b>VID Number:</b> <b>Address:</b> <b>Phone #&amp; Fax #:</b> <b>Email:</b>	<b>Name:</b> _____ <i>(Please Print)</i> <b>Title:</b> _____  <b>Signature</b> <span style="float:right"><b>Date</b></span>

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Item 3D

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  3D  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  12/12/13  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  12/18/13  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2013-65 – APPROVAL OF WORK AUTHORIZATION NUMBER 4 TO PROFESSIONAL SERVICE AGREEMENT WITH TEDSI INFRASTRUCTURE FOR FINAL PLANS, SPECIFICATIONS AND ESTIMATES FOR US 281/MILITARY HIGHWAY OVERPASS PROJECT.**

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

Approval of Work Authorization No. 4 to Professional Service Agreement with TEDSI Infrastructure to provide final plans, specifications and estimates for US 281/Military Highway Overpass in the amount of \$1,132,626.71.

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

Approved maximum payable fee	\$1,430,733.00
<u>Approved Work Authorization 1, WA2 &amp; WA3</u>	<u>\$ 929,700.16</u>
Maximum fee balance	\$ 501,032.84
Total authorized for WA1, WA2 & WA3	\$ 929,700.16
<u>Payments to date for WA1, WA2 &amp; WA3</u>	<u>(\$ 401,407.10)</u>
Work Authorization balance	\$ 528,293.06

Proposed Work Authorization No. 4:

<b>US 281/Military Highway Overpass Final PS&amp;E</b>	<b><u>\$1,132,626.71</u></b>
<b>Total Proposed Work Authorization No. 4</b>	<b><u>\$1,132,626.71</u></b>

\*Maximum Payable Fee Balance after WA 1, WA2, WA3 & WA4 (\$ 631,593.81)

\*Requires and increase to the maximum payable amount

2. Staff Recommendation: **Motion to approve Resolution 2013-65 - Approval of Work Authorization Number 4 to the Professional Service Agreement with TEDSI Infrastructure for final PS&E for US 281/Military Highway Overpass in the amount of \$3,719,885.81 and subject to an increase to the maximum payable amount of \$631,593.81.**

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

7. Program Manager's Recommendation:   X   Approved      Disapproved      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



# Memorandum

To: Dennis Burleson, Chairman  
From: Pilar Rodriguez, PE, Executive Director  
Date: December 12, 2013  
Re: **Approval of Work Authorization Number 4 to Professional Service Agreement with TEDSI for final PS&E for US 281/Military Highway Overpass**

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## **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 for Right of Way Strip Maps for the project.

## **Goal**

As part of the State Highway 365 Project, final plans, specifications and estimates will need to be prepared for the US 281/Military Highway Overpass to meet the Texas Department of Transportation (TxDOT) August 2016 deadline to begin construction for the project.

Staff is proposing Work Authorization No. 4 to the Professional Service Agreement with TEDSI Infrastructure to provide the final plans, specifications and estimates for the project. Staff has negotiated a fee of \$1,132,626.71 to perform the work. The work is proposed to be completed by December 2014.

## **Options**

Work Authorization No. 4 may be disapproved and the work deferred to a later date, however, the required construction deadline of August 2016 will not be achieved.

## **Recommendation**

Based on review by this office, **approval of Resolution 2013-65 – Approval of Work Authorization No. 4 to the Professional Service agreement with TEDSI Infrastructure in the amount of \$1,132,626.71 is recommended, subject to an increase in the maximum payable amount of \$631,593.81.**

Additionally, at the December 11, 2013 meeting, the Planning Committee recommended approval of Work Authorization Number 4 in the amount of \$1,132,626.81.

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



**Memorandum Date:** 12/12/2013  
**Subject:** WA#4 for TEDSI for Plans, Specifications, and Estimate (PS&E) on SH 365 Segment 3 (0033) and SA #1 to Main Contract  
**Project Limits:** From 0.45 Mi East of Spur 600 to FM 2557/Stewart Road including the Connector to the Pharr International Bridge BSIF  
**Prepared by:** Eric Davila, PE, CFM  
**Recipients:** Pilar Rodriguez, PE

**This is a follow up memo from the one issued for the Planning Committee Board Packet for which the PMC was requested additional information on the reason to increase TEDSI's Maximum Amount Payable by \$631,594.90. The following memo also incorporates a breakout of the additional scope/fee which TEDSI was tasked to perform after the original contract was executed in mid-2012.**

- All contracts are subject to final work authorization negotiations in which scope may be reduced, negotiated, or increased relative to the maximum amount set when the contracts are initiated.
- The PMC used industry percentages to set the maximum amount in the contract document which did not cover some of the additional scope items (as they were not known tasks at the time) that contribute to an overall contract scope/fee increase.
- In order to quantify the points above, the approximate amounts are broken out as follows (source: TEDSI and TEDSI's contract documents):

WA No.	Description	Amount	Notes
1	Route Study	\$ 143,000.00	Total Cost of WA
2	Traffic Signal Warrants for SH365 Corridor, Seg 1, 2 & 3	\$ 130,000.00	Hours and pro-rated direct expense for FC 162
2	Illumination Warrants for SH365 Corridor, Seg 1, 2, & 3	\$ 103,000.00	Hours and pro-rated direct expense for FC 163
2	Survey for 5 Lane section from SP 600 to proposed overpass and from FM 2557 to proposed overpass	\$ 42,000.00	Original budget included work for immediate overpass area only. TxDOT is requiring that the roadway be rebuilt from SP 600 to FM 2557
2	Schematic for 5 Lane section from SP 600 to proposed overpass and from FM 2557 to proposed overpass	\$ 208,000.00	Original budget included work for immediate overpass area only. TxDOT is requiring that the roadway be rebuilt from SP 600 to FM 2557
3	ROW Parcels	\$ 12,000.00	Four Additional Parcels over originally budgeted number
4	PS&E for 5 Lane section from SP 600 to proposed overpass and from FM 2557 to proposed overpass	\$ 104,000.00	Original budget included work for immediate overpass area only. TxDOT is requiring that the roadway be rebuilt from SP 600 to FM 2557

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2013 – 65

APPROVAL OF WORK AUTHORIZATION NUMBER 5 TO  
PROFESSIONAL SERVICE AGREEMENT WITH TEDSI  
INFRASTRUCTURE GROUP FOR FINAL PLANS, SPECIFICATIONS AND  
ESTIMATES FOR US 281/MILITARY HIGHWAY OVERPASS PROJECT

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

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”); 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 overpass at US 281/Military Highway and San Juan Road; and

WHEREAS, HCRMA Staff has negotiated Work Authorization Number 4 to the Professional Service Agreement with TEDSI Infrastructure Group in the amount of \$1,132,626.71 for final plans, specifications and estimates for the US 281/Military Highway Overpass Project; and

WHEREAS, the Authority has determined it is necessary to approve Work Authorization Number 4 to the Professional Service Agreement with TEDSI Infrastructure Group in the amount of \$1,132,626.71;

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

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

Section 2. The Board hereby approves Work Authorization Number 4 to the Agreement attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization Number 4 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 18<sup>th</sup> day of December, 2013, at which meeting a quorum was present.

---

Dennis Burleson, Chairman

---

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION NUMBER 4  
TO  
PROFESSIONAL SERVICE AGREEMENT WITH TEDSI INFRASTRUCTURE  
GROUP DATED JUNE 20, 2012

**WORK AUTHORIZATION NO. 4**

**WORK AUTHORIZATION NO. 4**

**WORK AUTHORIZATION NO. 4  
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 \$1,132,626.71 and the method of payment is Lump Sum as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer’s estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

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

**PART IV.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2014, 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 0033 US 281 (Military Highway) To TxDOT Pharr International Bridge Truck Inspection Station.

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

**THE ENGINEER**

**THE AUTHORITY**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**LIST OF EXHIBITS**

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

**EXHIBIT A**  
**SERVICES TO BE PROVIDED BY THE AUTHORITY**

**EXHIBIT A**  
**SERVICES TO BE PROVIDED BY THE AUTHORITY**

**GENERAL**

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

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

**PS&E** P. S. & E. Development (Preliminary)

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 Pass Through Agreement 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.

**ROUTE AND DESIGN STUDIES (FC110)**

The **AUTHORITY** will provide the following:

**Design Criteria**

1. Attend Design Concept Conference to approve design criteria.
2. Review/approve Design Summary Report.

**Route 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.

**MANAGEMENT (FC164)**

The **AUTHORITY** will provide the following:

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

**WORK AUTHORIZATION NO. 4**

**EXHIBIT B**

**SCOPE OF SERVICES TO BE PROVIDED  
BY THE ENGINEER**

**WORK AUTHORIZATION NO. 1**  
**EXHIBIT “B”**  
**DETAILED SCOPE OF SERVICES**

**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 shall mean Hidalgo County Regional Mobility Authority

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)

PM shall mean HCRMA Program Manager

## 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 Regional Mobility Authority

CSJ number: Unknown

Project/Description: Perform route studies for US 281 Military Highway at San Juan Rd.

Length: 2.87 Miles

Highway: US 281 Military Highway

Limits: (See Location Map Attached Labeled Exhibit B-1)

**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
- 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)

**ROUTE AND DESIGN STUDIES**  
(Task 110)

Services  
Provided By:  
Engineer HCRMA

- ~~YES~~ ~~NO~~ 1. ~~Route Location Studies US 281 Military Highway (three (3) options)~~
- ~~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~~
- ~~NO~~ ~~NO~~ 6. ~~Value Engineering Study~~  
The Engineer shall be responsible for participating in one Value Engineering Study (VE Study) for the project. The VE study shall incorporate several lead disciplines along with the VE moderator and PM 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 HCRMA Board and PM shall be in attendance. S&B: “(Update 2 lane with passing lanes and a 4 lane divided)”
- ~~NO~~ ~~NO~~ 7. ~~Design Schematic (2 lane to 4 lane modification and verification of Super 2 schematic)~~
- ~~NO~~ ~~NO~~ 8. ~~Preliminary Right of Way Requirements based on the proposed 4 lane Schematic~~
- ~~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~~ e. ~~Levees~~
- ~~YES~~ ~~NO~~ 10. ~~Obtain existing facility information.~~  
Coordinate and meet with following entities to obtain readily available information/documents illustrating topo or existing improvements: TxDOT, Cities, County, HCDD#1, IBWC, Irrigation Districts, and Utility Companies.
- ~~YES~~ ~~NO~~ 11. ~~Schematic Layout (Revisions to Existing Schematic – Modify for 4 Lane Facility from McColl Road to Dicker Road and revise schematic as per Route Study from Dicker Rd to US 281)~~  
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.~~

- e. 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 HCRMA (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

- |                |                |    |   |
|----------------|----------------|----|---|
| <del>YES</del> | <del>NO</del>  | a. | Compensable Utility Agreements and exhibits for Utility Agreements  |
| <del>NO</del>  | <del>NO</del>  | b. | Railroad Agreements   |
|                |                | c. | Railroad Exhibits   |
| <del>N/A</del> | <del>N/A</del> | 1. | Railroad Underpasses  |
| <del>N/A</del> | <del>N/A</del> | 2. | Railroad Overpasses   |
| <del>N/A</del> | <del>N/A</del> | 3. | Railroad Grade Crossing (Re planking)   |
| <del>N/A</del> | <del>N/A</del> | 4. | Railroad Grade Crossing Warning Systems (Signals)   |
| <del>N/A</del> | <del>N/A</del> | 5. | Other Miscellaneous Sketches for Railroads  |
| <del>YES</del> | <del>NO</del>  | d. | Traffic Signal Agreements (Pending warrant analysis) and required exhibits.   |
| <del>YES</del> | <del>NO</del>  | e. | IBWC Coordination   |
|                |                |    | Due to the associated impacts of the floodway levee the Engineer shall be responsible for the preparation/packaging of a hydraulic report with associated hydraulic model for submission to the USIBWC for preliminary approval. The License Agreement is not part of this work order since all necessary documents required for agreement are not part of this work order. |
|                |                |    | The package should include:   |
|                |                | 1. | The hydraulic model, with proposed floodway impacts due to the proposed bridge structure and the Levee relocations provided by the engineer   |
|                |                | 2. | THC Concurrence letter from HCRMA   |
|                |                | 3. | USFW Concurrence letter from HCRMA  |
|                |                | 4. | US Army Corp of Engineers concurrence letter from HCRMA   |
|                |                | 5. | Scour Analysis provided by the engineer   |
| <del>NO</del>  | <del>YES</del> | 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.  |
| <del>YES</del> | <del>NO</del>  | g. | Exhibit for airway/highway clearance permits for FAA  |
| <del>YES</del> | <del>NO</del>  | h. | USACE exhibits and permits for structures that impact waters of the US and wetlands. (Fee based on 2 projected impacts)   |

**SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT**

(Task 120)

~~Services~~

~~Provided By:~~

~~Engineer HCRMA~~

~~1. Public Involvement~~

- ~~YES NO a. Technical assistance as requested by PM in the preparation of public meeting(s)/hearing(s), and exhibit preparation.~~
- ~~YES NO b. Assist the Environmental Consultant to respond to technical questions received during the Public Meeting/Hearing.~~
- ~~YES YES c. Assist the PM in coordinating stakeholder outreach meetings and prepare summaries of said meetings to provide to HCRMA.~~
- ~~YES NO d. Assist the Environmental Consultant in developing the PowerPoint presentation for the Public Meeting/Hearing.~~
- ~~YES NO e. Prepare and present the technical presentation portion of the speech.~~
- ~~YES YES f. Attend the public meeting and public hearing. PM to handle exhibits and technical presentation.~~

~~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 HCRMA. The permits if required shall be obtained by the HCRMA.~~
- ~~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).~~

**RIGHT-OF-WAY/UTILITY DATA**

(Function Code 130)

Services

Provided By:

Engineer HCRMA

- 1. ~~Right of Way Map~~
  - ~~YES YES a. ROW Map submitted by the Surveyor to the HCRMA 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.~~
- 2. ~~Utility Adjustments (All utilities are Compensable)~~
  - ~~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 attend a Utility Kick Off meeting with TxDOT, HCRMA and the utility companies.~~
  - ~~YES NO c. The Engineer shall prepare a Utility Conflict Tracking Matrix table.~~
  - ~~YES YES 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 YES 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.~~
  - ~~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 HCRMA 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 HCRMA's signature to TxDOT that all utilities have been adjusted/or a timeline of adjustment.~~
- 3. ~~Design of Compensable Utilities~~
  - ~~a. Irrigation Structures
    - ~~1. Parallel~~
    - ~~2. Perpendicular Crossings / Siphons~~
    - ~~3. Irrigation Canals~~~~
  - ~~N/A NO b. Various Pipelines~~

**FIELD SURVEYING**  
(Task 150)

— Services  
— Provided By:  
Engineer HCRMA

1. ~~Field Survey~~

- ~~YES~~    ~~YES~~    a.    Coordinate with PMC to obtain DTM data on voids and missing areas
- ~~YES~~    ~~YES~~    b.    Coordinate with PMC to obtain outfall design surveys
- ~~YES~~    ~~YES~~    c.    Coordinate with PMC to obtain utility company field ties
- ~~YES~~    ~~YES~~    d.    Coordinate with PMC and/or Surveyor to provide final alignment for the preparation of the ROW Map
- ~~YES~~    ~~YES~~    e.    Coordination with PMC and/or Surveyor to tie down geotechnical borings
- ~~YES~~    ~~YES~~    f.    Coordination with PMC and/or Surveyor to stake centerline of proposed mainlanes

**ROADWAY DESIGN**  
(Task 160)

Services  
Provided By:  
Engineer HCRMA

- |            |           |  |
|------------|-----------|--|
| <u>YES</u> | <u>NO</u> | 1. Geometric Design  |
| <u>YES</u> | <u>NO</u> | a. Horizontal and Vertical Alignment   |
|            |           | 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.  |
| <u>YES</u> | <u>NO</u> | 2. General Guidelines for Project Development  |
|            |           | a. <del>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 HCRMA and TxDOT have given the engineer written approval of the preliminary schematic layout.</del> |
|            |           | 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 HCRMA 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.  |
| <u>YES</u> | <u>NO</u> | 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   |
| <u>YES</u> | <u>NO</u> | 4. Pavement Design   |
|            |           | 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 HCRMA

- 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.
- ~~YES NO      e. ~~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
- NO YES      e. Basic Pavement Design Criteria
- NO YES      f. Life Cycle Cost Analysis (es) for flexible pavement
- YES NO      g. Provide a full pavement design report

**DRAINAGE**  
(Task 161)

Preliminary hydraulic design of all drainage structures (bridge waterways, culverts, storm sewers, channels) shall be submitted to the HCRMA 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 HCRMA 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 HCRMA and TxDOT.

Services  
Provided By:  
Engineer HCRMA

- |                       |                      |    |  |
|-----------------------|----------------------|----|--|
|                       |                      | 1. | Hydrologic Studies, Discharges   |
| <u>YES</u>            | <u>NO</u>            | a. | Drainage area maps showing existing conditions and proposed drainage structure improvements.                 |
| <u>YES</u>            | <u>NO</u>            | b. | Hydrologic data/discharge determination for existing and proposed  |
|                       |                      | 2. | Hydraulic Drainage Study and Documentation   |
| <u>YES</u>            | <u>NO</u>            | a. | Hydraulic computations   |
| <u>YES</u>            | <u>NO</u>            | 1. | Storm water detention available within the ROW   |
| <u>YES</u>            | <u>NO</u>            | 2. | Storm water detention required outside the ROW (as per HCDD#1)   |
| <u>YES</u>            | <u>NO</u>            | 3. | Culverts   |
| <u>YES</u>            | <u>NO</u>            | 4. | Bridge waterways   |
| <u>YES</u>            | <u>NO</u>            | 5. | Channels/Control Structures for Proposed Storm Water increases   |
| <u>YES</u>            | <u>NO</u>            | 6. | Storm sewers/inlets  |
| <u>YES</u>            | <u>NO</u>            | b. | Federal Emergency Management Agency (FEMA) floodplain coordination requirements                              |
| <u>YES</u>            | <u>NO</u>            | 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   |
| <u>YES</u>            | <u>NO</u>            | a. | Culverts   |
| <u>YES</u>            | <u>NO</u>            | 1. | New culverts   |
| <u>YES</u>            | <u>NO</u>            | 2. | Culvert widening and/or lengthening  |
| <u>YES</u>            | <u>NO</u>            | 3. | Culvert replacements   |
| <u>YES</u>            | <u>NO</u>            | b. | Storm sewers   |
| <u>YES</u>            | <u>NO</u>            | 1. | New storm sewers   |
| <u>YES</u>            | <u>NO</u>            | 2. | Modify existing storm sewers   |
| <u>YES</u>            | <u>NO</u>            | 3. | Inlets   |
| <u>YES</u>            | <u>NO</u>            | 4. | Manholes   |
| <u>YES</u>            | <u>NO</u>            | 5. | Trunk lines  |
| <del><u>YES</u></del> | <del><u>NO</u></del> | c. | <del>Levees</del>  |
| <del><u>YES</u></del> | <del><u>NO</u></del> | d. | <del>Retaining Wall drainage</del>   |
| <del><u>YES</u></del> | <del><u>NO</u></del> | e. | <del>Outfall channel(s) within the ROW</del>   |
| <del><u>YES</u></del> | <del><u>NO</u></del> | f. | <del>Outfall channel(s) outside the ROW</del>  |
| <del><u>YES</u></del> | <del><u>NO</u></del> | g. | <del>Detention Pond(s) within the ROW (as needed)</del>  |
| <del><u>YES</u></del> | <del><u>NO</u></del> | h. | <del>Detention Pond(s) outside the ROW (as needed)</del>   |
| <u>YES</u>            | <u>NO</u>            | i. | Summary of Quantities  |
| <u>YES</u>            | <u>NO</u>            | 4. | Storm Water Pollution Prevention Plan (SW3P)   |
| <del><u>YES</u></del> | <del><u>NO</u></del> | 5. | <del>Scour Evaluation and floodway hydraulic modeling and report for TCC impacts on the IBWC floodway.</del> |
|                       |                      | a. | <del>Soil Properties of Floodway D50 &amp; D90 Sieve Analysis.</del>   |

**SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION**  
(Task 162)

Services

Provided By:

Engineer HCRMA

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 HCRMA (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 HCRMA

- |                |                |               |  |
|----------------|----------------|---------------|--|
| <u>YES</u>     | <u>NO</u>      | 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)  |
|                |                |               | <ul style="list-style-type: none"> <li>• Span length</li> <li>• Tower Height</li> <li>• Drill Shaft size and top elevation</li> <li>• Soil strength used for design {indicate basis and boring(s) used}</li> <li>• Reference appropriate O.S.B. standard</li> <li>• Center line of truss elevation</li> <li>• Bottom of base plate elevation</li> <li>• Leg spacing</li> <li>• Design wind speed</li> </ul>  |
| <br>           |                |               |  |
|                |                | 3.            | <del>Conduct Traffic Signal Warrant Studies (Conducted at the Schematic Level)</del>   |
| <del>YES</del> | <del>NO</del>  | <del>a.</del> | <del>Location Map: Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators</del>   |
| <del>YES</del> | <del>NO</del>  | <del>b.</del> | <del>Photographs in the vicinity of the signal under consideration</del>   |
| <del>NO</del>  | <del>YES</del> | <del>c.</del> | <del>Accident data for the past four years at the proposed interchange locations</del>   |
|                |                | <del>d.</del> | <del>Vehicle volumes</del>   |
| <del>YES</del> | <del>NO</del>  |               | <del>Existing</del>  |
| <del>NO</del>  | <del>YES</del> |               | <del>Estimated</del>   |
| <del>NO</del>  | <del>YES</del> |               | <del>Projected</del>   |
| <del>NO</del>  | <del>NO</del>  |               | <del>Pedestrian</del>  |
| <del>YES</del> | <del>NO</del>  | <del>e.</del> | <del>Warrant Analysis and Assessment</del>   |
| <del>YES</del> | <del>NO</del>  | <del>f.</del> | <del>Recommendations</del>   |
| <br>           |                |               |  |
| <u>YES</u>     | <u>NO</u>      | 4.            | Traffic Signal Design (Conducted at the PS&E Level)  |
|                |                | a.            | General Requirements   |
|                |                |               | <ul style="list-style-type: none"> <li>• Contact Local Utility Company, conduct joint field investigation, determine service drop locations, determine need for adjustment of overhead utility lines</li> <li>• Prepare General Notes for Traffic signal installation</li> <li>• Prepare governing specifications and provisions</li> <li>• Prepare Cost Estimate for Traffic signal installation</li> <li>• Select TxDOT standard sheets</li> </ul> |
|                |                | b.            | Basis of estimate sheet (list of materials)  |
|                |                | c.            | General notes sheet  |
|                |                | d.            | Condition diagram  |
|                |                |               | <ul style="list-style-type: none"> <li>• Existing intersection design features</li> <li>• Adjacent Roadside development</li> <li>• Existing traffic control including illumination</li> </ul>  |
|                |                | e.            | Proposed Signal Plan Layouts   |
|                |                |               | <ul style="list-style-type: none"> <li>• Existing traffic control devices that will remain (signs and markings)</li> <li>• Existing utilities</li> <li>• Proposed highway improvements</li> </ul>  |

- 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 HCRMA

- |                |               |     |   |
|----------------|---------------|-----|---|
| <del>YES</del> | <del>NO</del> | 1.  | <del>Preliminary Roadway Illumination Requirements (Conducted at the schematic level)</del>                                 |
|                |               | a.  | <del>Determine Safety Lighting Requirements:</del>  |
|                |               | 1.  | <del>At Entrance Ramps (merging areas)</del>  |
|                |               | 2.  | <del>At Exit Ramps (diverging areas)</del>  |
|                |               | 3.  | <del>At Overpasses (Underpass Lighting)</del>   |
|                |               | 4.  | <del>At Critical Locations where safety is an issue</del>   |
|                |               | b.  | <del>Calculate Preliminary Quantities and Cost Estimate for Roadway Illumination</del>                                      |
| <u>YES</u>     | <u>NO</u>     | 2.  | Final Roadway Illumination Design (Conducted at the PS&E Level) (Safety Lighting)   |
| <u>YES</u>     | <u>NO</u>     | a.  | <del>Geotechnical Report with Boring Logs required for foundation design</del>  |
| <u>YES</u>     | <u>NO</u>     | 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  |
| <u>YES</u>     | <u>NO</u>     | c.  | Safety Roadway Illumination layouts ( <del>1"=100' scale</del> ) 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   |
| <u>YES</u>     | <u>NO</u>     | 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   |
| <u>YES</u>     | <u>NO</u>     | e.  | <del>Continuous Illumination and/or high mast</del>   |
| <u>YES</u>     | <u>NO</u>     | f.  | Quantities Summary Table  |
| <u>YES</u>     | <u>NO</u>     | g.  | Electrical Service Summary Sheet  |
| <u>NO</u>      | <u>NO</u>     | h.  | <del>Continuous Illumination Design</del>   |
| <u>YES</u>     | <u>NO</u>     | i.  | <del>Continuous Illumination Design Study</del>   |
|                |               | 3.  | Retaining Walls   |
|                |               | a.  | Structural Details  |
| <u>NO</u>      | <u>NO</u>     | 1.  | <del>Cast in Place Cantilever.</del>  |
| <u>NO</u>      | <u>NO</u>     | 2.  | <del>Tieback Retaining Wall.</del>  |
| <u>NO</u>      | <u>NO</u>     | 3.  | <del>Specialized Retaining Wall.</del>  |

- ~~YES~~ ~~NO~~ ~~b.~~ ~~Alternate Patented Retaining Walls at all locations. (Layouts Only)~~
- ~~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.

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Engineer HCRMA

- 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 HCRMA 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 HCRMA.~~

**BRIDGE DESIGN**  
(Task 170)

Services  
Provided By:  
Engineer HCRMA

				<u>NUMBER REQUIRED</u>
		1.	Preparation of Structural Details	
		a.	New Structures	
<u>YES</u>	<u>NO</u>	1.	Underpass	<u>0</u>
<u>YES</u>	<u>NO</u>	2.	Overpasses (San Juan Rd)	2
<u>N/A</u>	<u>N/A</u>	3.	Main Lanes	<u>0</u>
<u>N/A</u>	<u>N/A</u>	4.	Direct Connector(s)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	5.	Ramp Bridge(s)	<u>0</u>
<u>YES</u>	<u>NO</u>	6.	Waterway Structure(s) (Pharr San Juan Canal)	<u>2</u>
<u>N/A</u>	<u>N/A</u>	7.	Pedestrian Structure(s)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	8.	Utility Structure(s)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	9.	Railroad Underpass (es)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	10.	Railroad Overpass (es) (FM 1016/UP, UP)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	11.	Bridge Classification Culvert(s)**	<u>0</u>
<u>N/A</u>	<u>N/A</u>	12.	Alternate Structural Designs	<u>0</u>
<u>N/A</u>	<u>N/A</u>	13.	Alternate Foundation Design	<u>0</u>
		<b>Total New Structures =</b>		<b><u>12</u></b>
		b.	Existing Structure(s)	<u>0</u>
<u>NO</u>	<u>NO</u>	1.	Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	<u>0</u>
<u>NO</u>	<u>NO</u>	2.	Bridge Replacement	<u>0</u>
<u>NO</u>	<u>NO</u>	3.	Raising Bridge Elevation	<u>0</u>
<u>NO</u>	<u>NO</u>	4.	Bridge Classification Culvert (s) Widening and/or Modification of Existing Structures (s)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	5.	Railroad Overpass (es)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	6.	Railroad Underpass (es)	<u>0</u>
		<b>Total Existing Structures =</b>		<b><u>0</u></b>

Services  
Provided By:  
Engineer HCRMA

- |                       |                      |               |  |
|-----------------------|----------------------|---------------|--|
| <u>YES</u>            | <u>NO</u>            | 2.            | Preparation of Bridge Layouts<br>The Engineer will prepare the bridge layouts in compliance with the latest TxDOT Pharr District bridge layout checklist.  |
| <u>YES</u>            | <u>NO</u>            | 3.            | Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)  |
| <del><u>YES</u></del> | <del><u>NO</u></del> | <del>4.</del> | <del>Foundation Studies<br/>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.</del>  |
| <u>YES</u>            | <u>NO</u>            | 5.            | Bridge Total Quantities and Cost Estimates (each bridge)   |
| <u>YES</u>            | <u>NO</u>            | 6.            | Bridge Special Provisions and Specifications (each bridge)   |
| <u>YES</u>            | <u>NO</u>            | 7.            | Bearing seat elevations for each girder. Top of cap elevations for non-girder type structures.   |
| <u>YES</u>            | <u>NO</u>            | 8.            | General Guidelines for Bridge Design<br>a. The engineer shall prepare a bridge layout of each bridge structure for HCRMA and TxDOT's review and approval. The bridge layout shall be in conformance with the latest TxDOT's requirements.<br>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.<br>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.<br>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.<br>e. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the Engineer at no cost to the HCRMA. |

\* Bridge Layouts will be performed in future Work Authorizations to meet TxDOT Pass-Thru Agreements

**PROJECT MANAGEMENT**  
(Task 164)

Services  
Provided By:  
Engineer HCRMA

- |            |            |    |  |
|------------|------------|----|--|
| <u>YES</u> | <u>YES</u> | 1. | <p>Meetings</p> <p>Meetings will be held with the HCRMA, as needed or required by the HCRMA. The engineer shall coordinate through the HCRMA for the development of this project with any local entity having jurisdiction or interest in the project (i.e. HCRMA, county, etc).</p>   |
| <u>YES</u> | <u>YES</u> | 2. | <p>Project Manager/Engineer Communication</p> <p>Engineer shall comply with all requirements stated in the Pass-Through Agreement between HCRMA and TxDOT. However no further coordination with TxDOT will be required.</p>  |
| <u>YES</u> | <u>YES</u> | 3. | <p>Quality Assurance/ Quality Control</p> <p>The Engineer shall perform quality assurance and quality control (QA/QC) on all deliverables associated with this project as follows:</p> <ul style="list-style-type: none"><li>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.</li><li>b. Peer review will be provided at all levels.</li><li>c. An independent engineer, within the Engineer's firm, will assure that the project constructability requirements (details, specifications, plan notes, etc.) are met.</li></ul>  |
| <u>YES</u> | <u>YES</u> | 4. | <p>Submittals to HCRMA for review and approval</p> <ul style="list-style-type: none"><li>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 HCRMA for review and approval.</li><li>b. Final documents and information exchange of data, Plan Sheets, General Notes and/or Specifications provided to the HCRMA 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 HCRMA, an external hard drive that contains all the plan sheets for the project.</li></ul> |

## CONSTRUCTION MANAGEMENT

(Task 320)

Services

Provided By:

Engineer HCRMA

- ~~NO~~    YES    1.    ~~Construction Bidding Assistance~~  
~~After acceptance by HCRMA of the Bidding Documents and upon written authorization by HCRMA to proceed, Engineer shall:~~
- ~~a.    Assist HCRMA 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, attend pre Bid conferences, if any.~~
  - ~~b.    Develop Addenda for HCRMA as appropriate to clarify, correct, or change the Bidding Documents.~~
  - ~~c.    Provide Project design information or assistance needed by HCRMA in the course of the bid submittal with prospective contractors.~~
  - ~~d.    Advise the HCRMA 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.~~
  - ~~e.    Attend the Bid opening, prepare Bid tabulation sheets, and assist HCRMA in evaluating Bids and recommend award of contract.~~
2.    ~~Services during Construction~~  
~~Upon successful completion of the Bidding, and upon concurrence from HCRMA, Engineer shall:~~
- ~~YES    YES    a.    Pre Construction Conference. Participate in a Pre Construction Conference (if required)  
Prior to commencement of Work at the Site~~
  - ~~YES    NO    b.    Review and approval of Shop Drawings. Other data which Constructor 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.~~
  - ~~NO    YES    c.    Substitutes and "or equal." Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor.~~
  - ~~YES    NO    d.    Interpretation of Intent. The Engineer shall provide interpretation and clarification of design intent throughout the construction of the project.~~

**EXHIBIT C  
WORK SCHEDULE**

EXHIBIT C  
WORK SCHEDULE

Work Authorization No. 4

TEDSI INFRASTRUCTURE GROUP, INC.

HCRMA				2014											
Task Description	Start Date	End Date	Duration	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Pavement, Specifications and Estimates	1/1/2014	12/31/2014	12 Months												

**EXHIBIT D**  
**FEE SCHEDULE**

EXHIBIT D  
 FEE SCHEDULE FOR US 281 (PS + E) SERVICES  
 LIMITS: FROM SPUR 600 TO FM 2557  
 TEDSI INFRASTRUCTURE GROUP, INC.

MAXIMUM AMOUNT PAYABLE US 281 PROJECT (CSJ: XXXX-XX-XXX) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed US 281 Project TEDSI INFRASTRUCTURE GROUP, INC.													
NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	ACTUAL HRS PER SHT	TOT TASK HRS	Target Hrs per Sheet	Sr PM	Senior Engineer (V Civil)	Project Engineer (III, IV Civil)	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
		<b>FC 145 - PROJECT MANAGEMENT (FC 160 TO FC 190) (PS&amp;E SERVICES)</b>											
		PREPARE/MANAGE WORK AUTHORIZATIONS (PS&E DEVELOPMENT) (INCLUDING RECORD KEEPING, FILING, ADMINISTRATION, ETC) AND OVERALL QA/QC				40	8	0		0	40	88	\$ 11,329.28
		SCHEDULE & ATTEND WORK AUTHORIZATION DEVELOPMENT MEETINGS				40	8	0		0	4	52	\$ 9,168.92
		COORDINATION/PREPARE SUB WORK AUTHORIZATIONS/MANAGE SUBCONSULTANTS				16	8	0		0	24	48	\$ 5,832.64
		PREPARATION OF INVOICES AND PROGRESS REPORTS (TOTAL = 5 EA)				20	10	0		0	20	50	\$ 6,690.70
		SCHEDULE & ATTEND PRE-DESIGN MEETING (TOTAL= 1 )				8	8	0		0	16	32	\$ 3,840.40
		SCHEDULE & ATTEND TRAF SAFETY REVIEW MEETING (TOTAL= 1 )				8	8	0		0	16	32	\$ 3,840.40
		SCHEDULE, ATTEND AND PREPARE MINUTES FOR 2 PROGRESS MEETINGS				16	16	16		0	8	56	\$ 8,160.72
		RESEARCH / REVIEW EXISTING PLANS & DATA				40	20	20		0		80	\$ 13,381.20
		PREPARE PROJECT SCHEDULE (UPDATE TWICE)				12	8	4		0	4	28	\$ 4,356.40
		MONITOR SUB-PROVIDER'S SCHEDULES ON MONTHLY BASIS (NOT REQUIRED)				0	0	0	0	0	0	0	\$ -
		PREPARE & ASSEMBLE PRELIMINARY COST ESTIMATES (1 @ 60% AND 1 @ 100%)				8	16	40	24	0		88	\$ 11,568.96
		CONDUCT SITE VISIT OF PROJECT AREA (3 SITE VISITS)				12	16	16	16	0		60	\$ 8,604.72
		QC/QA - OVERALL 30% SUBMITTAL (1 SUBMITTAL)				16	4	12	8	0		40	\$ 5,988.56
		QC/QA - OVERALL 60% SUBMITTAL ( 1 SUBMITTAL)				30	8	18	8	0		64	\$ 10,038.94
		QC/QA - OVERALL 90% SUBMITTAL ( 1 SUBMITTAL)				30	14	24	4	0		72	\$ 11,365.02
		QC/QA - OVERALL 100% SUBMITTAL ( 1 SUBMITTAL)				30	14	24	4	0		72	\$ 11,365.02
		ORGANIZE AND DOWNLOAD ELECTRONIC FILE DELIVERABLES					8	4	8	8		28	\$ 3,288.28
		COMPLETION OF CPM SCHEDULE (FORMS 1823 & 1002 NOT INCLUDED)				8	8	4	4	0		24	\$ 3,780.32
													\$ -
		<b>SUB-TOTAL - FC 145 - PROJECT MANAGEMENT (FC 160 TO FC 190) (PS&amp;E SERVICES)</b>		<b>914</b>		<b>334</b>	<b>182</b>	<b>182</b>	<b>76</b>	<b>8</b>	<b>132</b>	<b>914</b>	<b>\$ 132,600.48</b>
		<b>I. GENERAL</b>											

EXHIBIT D  
 FEE SCHEDULE FOR US 281 (PS + E) SERVICES  
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NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	ACTUAL HRS PER SHT	TOT TASK HRS	Target Hrs per Sheet	Sr PM	Senior Engineer (V Civil)	Project Engineer (III, IV Civil)	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
		<b>FC 163 - MISCELLANEOUS (ROADWAY)</b>											
1	1	TITLE SHEET	26	26	26		2	2	14	8		26	\$ 2,652.26
2	2 - 3	2 - INDEX OF SHEETS	21	42	20	2	2	8	6	24		42	\$ 4,110.44
2	4 - 5	2 - PROJECT LAYOUT	20	40	20	2	4	8	10	16		40	\$ 4,272.42
0	6 - 5	0-TYPICAL SECTIONS - CONFIGURATION (LANES/SHOULDERS/CUT/FILL/ETC) (PAVEMENT DESIGN):											
4	6 - 9	4 - EXISTING TYPICAL SECTIONS	15	58	15	2	4	24		28		58	\$ 6,042.60
8	10 - 17	8 - PROP TYPICAL SECTIONS	12	96	15	8	8	32		48		96	\$ 10,321.04
20	18 - 37	20 - GENERAL NOTES & SPECIFICATION DATA	8	156	8	4	16	40	48	48		156	\$ 16,933.60
4	38 - 41	4 - ESTIMATE & QUANTITY SHEETS	23	90	22	4	2	20	32	32		90	\$ 9,258.94
2	42 - 43	2 - SUMMARY OF TRAFFIC CONTROL QUANTITIES	14	28	16			4	8	16		28	\$ 2,520.28
4	44 - 47	4 - SUMMARY OF ROADWAY QUANTITIES	18	72	16			20	32	20		72	\$ 7,260.72
1	48 - 48	1 - SUMMARY OF RETAINING WALL QUANTITIES	16	16	16			4	8	4		16	\$ 1,620.16
1	49 - 49	1 - SUMMARY OF CULVERT QUANTITIES	16	16	16			4	8	4		16	\$ 1,620.16
1	50 - 50	1 - SUMMARY OF STORM SEWER QUANTITIES	16	16	16			4	8	4		16	\$ 1,620.16
1	51 - 51	1- SUMMARY OF BRIDGES	26	26	26			8	12	6		26	\$ 2,670.26
1	52 - 52	1 - SUMMARY OF ILLUMINATION QUANTITIES	16	16	16			4	8	4		16	\$ 1,620.16
1	53 - 53	1 - SUMMARY OF TRAFFIC SIGNAL QUANTITIES	16	16	16			4	8	4		16	\$ 1,620.16
6	54 - 59	6 - SUMMARY OF EARTHWORK QUANTITIES (INCORPORATE GEOPAK EARTHWORK RUN INTO PLAN SHEETS)	16	96	16			24	48	24		96	\$ 9,720.96
1	60 - 60	1 - SUMMARY OF SMALL SIGNS	16	16	16			4	8	4		16	\$ 1,620.16
1	61 - 61	1 - SUMMARY OF PAVEMENT MARKINGS	16	16	16			4	8	4		16	\$ 1,620.16
1	62 - 62	1 - SUMMARY OF DELINEATION & OBJ MRKR QUANTITIES	16	16	16			4	8	4		16	\$ 1,620.16
1	63 - 63	1 - SUMMARY OF SW3P (EROSION CONTROL)	16	16	16			4	8	4		16	\$ 1,620.16

EXHIBIT D  
 FEE SCHEDULE FOR US 281 (PS + E) SERVICES  
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MAXIMUM AMOUNT PAYABLE US 281 PROJECT (CSJ: XXXX-XX-XXX) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed US 281 Project TEDSI INFRASTRUCTURE GROUP, INC.													
NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	ACTUAL HRS PER SHT	TOT TASK HRS	Target Hrs per Sheet	Sr PM	Senior Engineer (V Civil)	Project Engineer (III, IV Civil)	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
1	64 - 64	1- SUMMARY OF REMOVAL ITEMS	16	16	16			4	8	4		16	\$ 1,620.16
0	65 - 64	II. TRAFFIC CONTROL PLANS (TCP)											
4	65 - 68	4 - SEQUENCE OF CONSTRUCTION NARRATIVE	18	70	20	2	20		40	8		70	\$ 8,598.72
4	69 - 72	4 - TRAFFIC CONTROL PLAN TYPICAL SECTIONS (1:100)	21	84	20	2	4	38	16	24		84	\$ 9,102.86
2	73 - 74	2 - TRAFFIC CONTROL PLAN GENERAL NOTES	12	23	10	1	2	4	8	8		23	\$ 2,451.24
4	75 - 78	4 - TCP ADVANCE WARNING SIGNS	20	78	20	2	4	20	40	12		78	\$ 8,562.80
28	79 - 106	28 - TRAFFIC CONTROL PLAN - PHASE LAYOUTS (1"=50')	21	584	24	28	56	120	180	200		584	\$ 63,174.12
4	107 - 110	4 - TEMPORARY TRAFFIC SIGNALS AND ILLUMINATION	18	70	20	2		20	40	8		70	\$ 7,578.72
0	111 - 110	0 - TCP ROLL PLOT					8	8	20	80		116	\$ 10,429.16
0	111 - 110	0 - STANDARDS											
1	111 - 111	1 - BC 1 THRU 12	2	2	2			1		1		2	\$ 195.02
1	112 - 112	1-WZ (TD)-03	2	2	2			1		1		2	\$ 195.02
1	113 - 113	1-WZ (STPM)-03	2	2	2			1		1		2	\$ 195.02
1	114 - 114	1-WZ (UL)-03	2	2	2			1		1		2	\$ 195.02
1	115 - 115	1-WZ I(DERD)-03	2	2	2			1		1		2	\$ 195.02
1	116 - 116	1-WZ (BTS-1)-03	2	2	2			1		1		2	\$ 195.02
1	117 - 117	1-WZ (BTS-2)-03	2	2	2			1		1		2	\$ 195.02
1	118 - 118	1-WZ (BRK)-03	2	2	2			1		1		2	\$ 195.02
1	119 - 119	1-TCP (2-1)-98	2	2	2			1		1		2	\$ 195.02
1	120 - 120	1-TCP (2-3)-03	2	2	2			1		1		2	\$ 195.02
1	121 - 121	1-TCP (2-5)-03	2	2	2			1		1		2	\$ 195.02
1	122 - 122	1-TCP (2-6)-98	2	2	2			1		1		2	\$ 195.02

EXHIBIT D  
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NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	ACTUAL HRS PER SHT	TOT TASK HRS	Target Hrs per Sheet	Sr PM	Senior Engineer (V Civil)	Project Engineer (III, IV Civil)	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
3	123 - 125	3 - TCP (3-1) THRU (3-3)-98	1	2	2			1		1		2	\$ 195.02
1	126 - 126	1-TCP (7-1)-98	2	2	2			1		1		2	\$ 195.02
0	127 - 126	0 - CPM SCHEDULE					24					24	\$ 4,104.24
<b>126</b>		<b>SUB-TOTAL - FC 163 - MISCELLANEOUS (ROADWAY)</b>		<b>1967</b>		<b>59</b>	<b>156</b>	<b>454</b>	<b>634</b>	<b>664</b>	<b>0</b>	<b>1967</b>	<b>\$ 208,697.26</b>
<b>III. ROADWAY DETAILS</b>													
0	127 - 126	<b>FC 160 - ROADWAY DESIGN CONTROLS</b>											
4	127 - 130	4 - HORIZONTAL ALIGNMENT DATA SHEETS	8	31	6	2	4	8	12	5		31	\$ 3,657.33
0	131 - 130	0 - BENCHMARK DATA SHEETS:											
4	131 - 134	4 - SURVEY CONTROL INDEX OF SHEETS	7	26	6	2	2	4	10	8		26	\$ 2,850.28
4	135 - 138	4 - HORIZONTAL AND VERTICAL CONTROL DATA SHEETS	7	26	6	2	2	4	10	8		26	\$ 2,850.28
10	139 - 148	10 - REMOVAL PLAN (1"=50" Double Stacked)	20	204	20	4	10	30	80	80		204	\$ 20,468.08
1	149	PLAN AND PROFILE (1"=50')											
14	150 - 163	14 - ROADWAY PLAN VIEW SHEETS - EB & WB MAIN LANES TOGETHER	30	416	30	8	40	60	128	180		416	\$ 42,496.24
16	164 - 179	16 - ROADWAY P & P SHEETS - RAMPS & FRTG RDS	20	323	20	6	33	44	88	152		323	\$ 32,700.29
8	180 - 187	8 - ROADWAY P & P SHEETS - BSIF CONNECTOR	18	146	18	3	15	20	40	68		146	\$ 14,833.49
0	188 - 187	0-ROADWAY P&P SHEETS - EB FRONTAGE ROAD	#DIV/0!	0	30	0	0	0	0	0		0	\$ -
0	188 - 187	0-ROADWAY P&P SHEETS - WB FRONTAGE ROAD	#DIV/0!	0	30	0	0	0	0	0		0	\$ -
4	188 - 191	4 - INTERSECTION LAYOUTS AND DETAILS	30	120	30	4	4	16	32	64		120	\$ 11,521.24
12	192 - 203	12 - DRIVEWAY LAYOUTS	30	360	30	4	16	40	120	180		360	\$ 34,395.64
1	204	DRIVEWAY DETAILS	20	20	20			2	6	12		20	\$ 1,770.20
4	205 - 208	4 - MISCELLANEOUS ROADWAY DETAILS	21	84	20		4	8	32	40		84	\$ 8,004.84
0	209 - 208	0 - STANDARDS											

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NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	ACTUAL HRS PER SHT	TOT TASK HRS	Target Hrs per Sheet	Sr PM	Senior Engineer (V Civil)	Project Engineer (III, IV Civil)	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
1	209	CCCG-01	2	2	2			1		1		2	\$ 195.02
1	210	CRCP (1)-09	2	2	2			1		1		2	\$ 195.02
1	211	TA (CP)-99	2	2	2			1		1		2	\$ 195.02
1	212	JS-94	2	2	2			1		1		2	\$ 195.02
1	213	GF(31)-11	2	2	2			1		1		2	\$ 195.02
1	214	GF(31)DAT-11	2	2	2			1		1		2	\$ 195.02
1	215	GF(31)LS-11	2	2	2			1		1		2	\$ 195.02
1	216	GF(31)TR-11	2	2	2			1		1		2	\$ 195.02
1	217	GF(31)T101-13	2	2	2			1		1		2	\$ 195.02
1	218	SGT 7-09	2	2	2			1		1		2	\$ 195.02
1	219	SGT 8-09	2	2	2			1		1		2	\$ 195.02
1	220	BED-09	2	2	2			1		1		2	\$ 195.02
1	221	SSCB (1)-99	2	2	2			1		1		2	\$ 195.02
1	222	SSCB (2)-00A	2	2	2			1		1		2	\$ 195.02
1	223	SSCB (3)-02	2	2	2			1		1		2	\$ 195.02
1	224	TRACC (N)-05	2	2	2			1		1		2	\$ 195.02
1	225	REACT (N)-05	2	2	2			1		1		2	\$ 195.02
1	226	QUAD (N)-99	2	2	2			1		1		2	\$ 195.02
1	227	TE(HMAC)-11	2	2	2			1		1		2	\$ 195.02
4	228 - 231	4 - RS(1)-10	1	2	2			1		1		2	\$ 195.02
0	232 - 231	0 - PREPARE PLANS ELECTRONIC DELIVERABLES						2	8	4		14	\$ 1,380.14
105		SUB-TOTAL - FC 160 - ROADWAY DESIGN CONTROLS		1810		35	130	258	566	821	0	1810	\$ 180,828.45

EXHIBIT D  
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NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	ACTUAL HRS PER SHT	TOT TASK HRS	Target Hrs per Sheet	Sr PM	Senior Engineer (V Civil)	Project Engineer (III, IV Civil)	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
<b>IV. WALL DETAILS</b>													
0	232 - 231	FC 163 - MISCELLANEOUS - RETAINING WALL											
0	232 - 231	0 - PREPARE RETAINING WALL PLAN AND PROFILE SHEETS/BORING DATA/REVIEW EXT SLOPE STABILITY	#DIV/0!	0	30	0	0	0	0	0		0	\$ -
0	232 - 231	0 - PREPARE RETAINING WALL MISCELLANEOUS DETAILS	#DIV/0!	0	20	0	0	0	0	0		0	\$ -
0	232 - 231	0 - STANDARDS											
0	232 - 231	0-RW (MSE)	#DIV/0!	0	2			0		0		0	\$ -
0	232 - 231	0-RW (TRF)	#DIV/0!	0	2			0		0		0	\$ -
0	232 - 231	0-RW (TEW)	#DIV/0!	0	2			0		0		0	\$ -
0	232 - 231	0-EMRW-94	#DIV/0!	0	2			0		0		0	\$ -
0		<b>SUB-TOTAL - 0 - FC 163 - MISCELLANEOUS - RETAINING WALL</b>		0		0	0	0	0	0	0	0	\$ -
<b>V. DRAINAGE DETAILS</b>													
0	232 - 231	FC 161 - DRAINAGE (DESIGNED BY CORTRAN ENGINEERING)											
0		<b>SUB-TOTAL - 0 - STANDARDS</b>		0		0	0	0	0	0	0	0	\$ -
<b>LEVEE DESIGN</b>													
0	232 - 231	0 - LEVEE TYPICAL SECTIONS	#DIV/0!	0	30		0	0		0		0	\$ -
0	232 - 231	0 - LEVEE P & P SHEETS	#DIV/0!	0	20	0	0	0	0	0		0	\$ -
0	232 - 231	0 - CROSS SECTIONS (11x17 SHEETS)				0	0	0	0	0		0	\$ -
0	232 - 231	0 - MISCELLANEOUS LEVEE DETAILS	#DIV/0!	0	20			0	0	0		0	\$ -
0		<b>SUB-TOTAL - 0 - LEVEE DESIGN</b>		0		0	0	0	0	0	0	0	\$ -
<b>VII. BRIDGES</b>													
		FC 170 - BRIDGE DESIGN (DESIGNED BY UNINTECH)											
0	232 - 231	US 281 BRIDGE											
0		<b>SUB-TOTAL SHEETS - 0 - US 281 BRIDGE</b>		0		0	0	0	0	0	0	0	\$ -

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NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	ACTUAL HRS PER SHT	TOT TASK HRS	Target Hrs per Sheet	Sr PM	Senior Engineer (V Civil)	Project Engineer (III, IV Civil)	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
0	232 - 231	0-BRIDGE STANDARDS (UNINTECH)											
0		SUB-TOTAL SHEETS - 0-BRIDGE STANDARDS (UNINTECH)		0		0	0	0	0	0	0	0	\$ -
0		SUB-TOTAL BRIDGE SHEETS		0		0	0	0	0	0	0	0	\$ -
0	232 - 231	VIII. TRAFFIC ITEMS											
0	232 - 231	FC 162 - SIGNING, PAVEMENT MARKINGS, SIGNALIZATION, AND ILLUMINATION											
0	232 - 231	0-SIGNING&PAVMENT MARKING DESIGN (30%, 60%, 90%,100% SUBMITTALS UNLESS OTHERWISE NOTED)	#DIV/0!	0									
1	232	FIELD INVENTORY OF SIGNS	32	32						32		32	\$ 2,400.32
2	233 - 234	2- GENERAL NOTES FOR SIGNS&PAVMENT MARKINGS (90%,100%)	8	16		2		14				16	\$ 2,058.18
1	235	SUMMARY OF QUANTITIES LARGE SIGNS, 1 SHT	17	17		2	3	4	5	3		17	\$ 2,121.19
1	236	SUMMARY OF QUANTITIES SMALL SIGNS, 1 SHT	17	17		2	3	4	5	3		17	\$ 2,121.19
2	237 - 238	2- SUMMARY OF LARGE SIGNS - PROPOSED (SOLS), 7 PANELS/SHT, 2 SHT	21	42		2	8	12	12	8		42	\$ 5,046.44
1	239	SUMMARY OF LARGE SIGNS - EXISTING (SOLS), 1 SHT	10	10		1	2	2	3	2		10	\$ 1,236.11
3	240 - 242	3- SUMMARY OF SMALL SIGNS - PROPOSED (SOSS), 3 SHT	22	66		2	10	14	20	20		66	\$ 7,368.68
1	243	SUMMARY OF SMALL SIGNS - EXISTING (SOLS), 1 SHT	19	19		1	4	6	4	4		19	\$ 2,313.20
1	244	SUMMARY OF PAVMNT MARKING QUANTITIES, 1 SHT	17	17		2	3	4	5	3		17	\$ 2,121.19
0	245 - 244	0- SIGN LAYOUTS (EXIST/PROP LARGE AND SMALL SIGNS TO BE SHOWN IN THE S	#DIV/0!	0								0	\$ -
14	245 - 258	14- US 281 1"=100' SINGLE BANK, 1000'/SHT, 14 SHT	26	357		5	14	56	134	148		357	\$ 35,232.62
4	259 - 262	4- BSIF CONNECTOR 1"=100' SINGLE BANK, 1000'/SHT, 4 SHT	26	102		2	4	16	38	42		102	\$ 10,123.04
4	263 - 266	4- INTERSECTIONS	26	102		2	4	16	32	48		102	\$ 9,943.04
1	267 - 267	1- LARGE GUIDE SIGN PANEL DETAILS (9 PANELS, 9 PANELS/SHT), 1 SHT	42	42		2	2	8	15	15		42	\$ 4,380.44
4	268 - 271	4- OVERHEAD SIGN STRUCTURE DETAILS (7 COSS, 2 STRUCTURES/SHT), 4 SHT	40	160		4	4	32	48	72		160	\$ 15,721.64
0	272 - 271	0- LARGE GROUND MOUNTED STRUCTURE DESIGN	#DIV/0!	24			2	4	8	10		24	\$ 2,412.24
1	272	SMALL SIGN PANEL DETAILS, 1 SHT	40	40		1	1	8	13	17		40	\$ 3,960.41
32	273 - 304	32- SIGN STANDARD SHEETS, 32 SHT	3	96		1	1	18	31	45		96	\$ 9,150.97
1	305	PAVEMENT MARKING LAYOUTS	0	0								0	\$ -
14	306 - 319	14- US 281 1"=100' SINGLE BANK, 1000'/SHT, 14 SHT	26	357		5	14	56	134	148		357	\$ 35,232.62
4	320 - 323	4- BSIF CONNECTOR 1"=100' SINGLE BANK, 1000'/SHT, 4 SHT	26	102		2	4	16	38	42		102	\$ 10,123.04
4	324 - 327	4- INTERSECTIONS	26	102		2	4	16	38	42		102	\$ 10,123.04

EXHIBIT D  
 FEE SCHEDULE FOR US 281 (PS + E) SERVICES  
 LIMITS: FROM SPUR 600 TO FM 2557  
 TEDSI INFRASTRUCTURE GROUP, INC.

MAXIMUM AMOUNT PAYABLE US 281 PROJECT (CSJ: XXXX-XX-XXX) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed US 281 Project TEDSI INFRASTRUCTURE GROUP, INC.													
NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	ACTUAL HRS PER SHT	TOT TASK HRS	Target Hrs per Sheet	Sr PM	Senior Engineer (V Civil)	Project Engineer (III, IV Civil)	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
10	328 - 337	10- PAVMNT MARKING STANDARD SHEETS, 10 SHT	3	25		1	1	6	8	9		25	\$ 2,595.26
1	338	SPECIFICATIONS (90%,100%)	3	3		1	1	1				3	\$ 480.04
1	339	COORDINATION AND PROGRESS MEETINGS	48	48		24	24					48	\$ 8,640.72
1	340	COST ESTIMATE (30%, 60%, 90%, 100% SUBMITTALS)	48	48		16	16	16				48	\$ 7,680.64
<b>109</b>		<b>SUB-TOTAL SHEETS - 0-SIGNING&amp;PAVMENT MARKING DESIGN (30%, 60%, 90%,100% SUBMITTALS UN</b>		<b>1844</b>		<b>82</b>	<b>129</b>	<b>329</b>	<b>591</b>	<b>713</b>	<b>0</b>	<b>1844</b>	<b>\$ 192,586.26</b>
0	340 - 339	0- FC 162 - SIGNALIZATION	#DIV/0!	0								0	\$ -
0	340 - 339	0- SIGNALIZATION (1 INTERSECTIONS) MAST ARMS WITH FLASHING BEACONS	#DIV/0!	0								0	\$ -
0	340 - 339	0- FIELD INVESTIGATION AND DATA COLLECTION	#DIV/0!	16			8	8				16	\$ 2,328.16
0	340 - 339	0- GENERAL NOTES FOR SIGNALIZATION	#DIV/0!	6		1	2		1		1	6	\$ 771.07
1	340	BASIS OF ESTIMATE SUMMARY	24	24		2	2	4	8	8		24	\$ 2,640.26
1	341 - 341	1- CONDITION DIAGRAMS	36	36		2	4	8	10	12		36	\$ 3,972.38
2	342 - 343	2- PROPOSED SIGNAL LAYOUTS	48	96		6	18	24	24	24		96	\$ 11,413.02
1	344 - 344	1- SIGNAL PHASING	0	0								0	\$ -
1	345 - 345	1- ELECTRICAL SCHEDULE	16	16		1	3		6	6		16	\$ 1,782.17
1	346	CROSS WALK AND CURB RAMP DESIGN	16	16		2	2	4	4	4		16	\$ 1,920.18
12	347 - 358	12- STANDARD SHEETS FOR SIGNALIZATION	2	22		2	4	4	6	6		22	\$ 2,622.24
1	359	SPECIFICATIONS	5	5		1	2	2				5	\$ 771.06
1	360	COST ESTIMATE	25	25		1	8	8	4	4		25	\$ 3,237.26
1	361	COORDINATION AND PROGRESS MEETINGS	4	4		4						4	\$ 756.08
<b>22</b>		<b>SUB-TOTAL SHEETS - 0 - FC 162 - SIGNALIZATION</b>		<b>266</b>		<b>22</b>	<b>53</b>	<b>62</b>	<b>63</b>	<b>65</b>	<b>1</b>	<b>266</b>	<b>\$ 32,213.88</b>
		0-FC 163 - MISCELLANEOUS - ILLUMINATION	#DIV/0!	0								0	\$ -
		0- ILLUMINATION DESIGN:	#DIV/0!	0								0	\$ -
0	362 - 361	0- GENERAL NOTES FOR ILLUMINATION	#DIV/0!	9		1	4	2			2	9	\$ 1,233.10
1	362	QUANTITIES SUMMARY	38	38		2	4	16	8	8		38	\$ 4,422.40
8	341 - 348	8- PROPOSED ILLUMINATION LAYOUTS	23	180		20	32	32	48	48		180	\$ 21,734.00
0	349 - 348	0- VOLTAGE DROP CALCULATIONS	#DIV/0!	44		4	20	20				44	\$ 6,576.48
3	349 - 351	3- WIRING DIAGRAMS	41	124		4	20	20	40	40		124	\$ 13,777.28
1	352 - 352	1- SPECIAL MOUNTING DETAILS	32	32		2	4	6	12	8		32	\$ 3,642.34

EXHIBIT D  
 FEE SCHEDULE FOR US 281 (PS + E) SERVICES  
 LIMITS: FROM SPUR 600 TO FM 2557  
 TEDSI INFRASTRUCTURE GROUP, INC.

MAXIMUM AMOUNT PAYABLE US 281 PROJECT (CSJ: XXXX-XX-XXX) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed US 281 Project TEDSI INFRASTRUCTURE GROUP, INC.													
NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	ACTUAL HRS PER SHT	TOT TASK HRS	Target Hrs per Sheet	Sr PM	Senior Engineer (V Civil)	Project Engineer (III, IV Civil)	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
20	353 - 372	20- STANDARD SHEETS	1	26		1	1	12	0	12		26	\$ 2,700.27
0	373 - 372	0- SPECIFICATIONS	#DIV/0!	18		2	8	8				18	\$ 2,706.20
0	373 - 372	0- COST ESTIMATE	#DIV/0!	38		2	12	12	6	6		38	\$ 4,950.40
0	373 - 372	0- COORDINATION AND PROGRESS MEETINGS	#DIV/0!	20		8	8				4	20	\$ 3,120.28
33		SUB-TOTAL SHEETS - 0-FC 163 - MISCELLANEOUS - ILLUMINATION		529		46	113	128	114	122	6	529	\$ 64,862.75
1	373	FC 163 - MISCELLANEOUS - TRAFFIC SIGNAL WARRANT STUDIES	0	0								0	\$ -
1	374	FIELD INVESTIGATION AND DATA COLLECTION	0	0								0	\$ -
1	375	ASSESSMENT OF COUNTS AND SPOT SPEED DATA	0	0								0	\$ -
1	376	ACCIDENT DATA AND ANALYSIS	0	0								0	\$ -
1	377	COLLISION DIAGRAMS	0	0								0	\$ -
1	378	TRAFFIC ANALYSIS AND PROJECTIONS	0	0								0	\$ -
1	379	WARRANT ANALYSES	0	0								0	\$ -
1	380	PHOTO ALBUM	0	0								0	\$ -
1	381	WARRANT STUDY REPORT	0	0								0	\$ -
1	382	PROJECT COORDINATION	0	0								0	\$ -
10		SUB-TOTAL SHEETS - FC 163 - MISCELLANEOUS - TRAFFIC SIGNAL WARRANT STUDIES		0		0	0	0	0	0	0	0	\$ -
IX. ENVIRONMENTAL													
0	383 - 382	0-FC 161 - DRAINAGE											
2	383 - 384	2 - PREPARE SW3P & EPIC :	10	19	10		1	4	6	8		19	\$ 1,881.19
2	385 - 386	2 - 'SW3P NARRATIVE	10	20	10	1	2	5	6	6		20	\$ 2,211.21
28	387 - 414	28 - SW3P LAYOUTS	15	414	20	14	40	80	120	160		414	\$ 43,690.28
1	415 - 415	1 - MISCELLANEOUS SW3P DETAILS	7	7	10		1	2	4			7	\$ 831.07
0	416 - 415	0 - SW3P STANDARDS:											
3	416 - 418	3 - EC-(1 )THRU (3)-93	0	1	2			1				1	\$ 120.01
0	419 - 418	0 - CONDUCT SENSITIVE AREAS INVESTIGATION										0	\$ -
0	419 - 418	0 - PREPARE WETLAND MITIGATION PLAN	#DIV/0!	0	30							0	\$ -
0	419 - 418	0 - PREPARE MISCELLANEOUS DETAILS	#DIV/0!	0	10							0	\$ -
36		SUB-TOTAL - FC 161 - DRAINAGE		461		15	44	92	136	174	0	461	\$ 48,733.76

THIS WORK IS CURRENTLY UNDER WORK

EXHIBIT D  
 FEE SCHEDULE FOR US 281 (PS + E) SERVICES  
 LIMITS: FROM SPUR 600 TO FM 2557  
 TEDSI INFRASTRUCTURE GROUP, INC.

MAXIMUM AMOUNT PAYABLE US 281 PROJECT (CSJ: XXXX-XX-XXX) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed US 281 Project TEDSI INFRASTRUCTURE GROUP, INC.													
NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	ACTUAL HRS PER SHT	TOT TASK HRS	Target Hrs per Sheet	Sr PM	Senior Engineer (V Civil)	Project Engineer (III, IV Civil)	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
<b>X. MISCELLANEOUS</b>													
<b>FC 163 - MISCELLANEOUS - LANDSCAPING/AESTHETICS (NOT INCLUDED IN THIS WA)</b>													
0	419 - 418	0 - LANDSCAPING/IRRIGATION	#DIV/0!	0	30							0	\$ -
0	419 - 418	0 - AESTHETIC PLAN	#DIV/0!	0	30							0	\$ -
0	419 - 418	0 - AESTHETIC DETAILS	#DIV/0!	0	10							0	\$ -
<b>0</b>		<b>SUB-TOTAL - FC 163 - MISCELLANEOUS - LANDSCAPING/AESTHETICS (NOT INCLUDED IN THIS WA)</b>		<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
<b>XI. CROSS SECTIONS</b>													
<b>FC 163 - MISCELLANEOUS - CROSS SECTIONS</b>													
50	419 - 468	50 - CROSS SECTIONS (RDWY & DETENTION) (11X17 SHEETS) (INCLUDES GEOPAK WORK WITH EARTHWORK CALCULATIONS)	6	280	2	10	20	90	0	160		280	\$ 28,112.90
<b>50</b>		<b>SUB-TOTAL - FC 163 - MISCELLANEOUS - CROSS SECTIONS</b>		<b>280</b>		<b>10</b>	<b>20</b>	<b>90</b>	<b>0</b>	<b>160</b>	<b>0</b>	<b>280</b>	<b>\$ 28,112.90</b>
<b>491</b>		<b>GRAND TOTAL</b>		<b>8071</b>		<b>603</b>	<b>827</b>	<b>1595</b>	<b>2180</b>	<b>2727</b>	<b>139</b>	<b>8071</b>	<b>\$ 888,635.74</b>
<b>HOURS SUB-TOTALS</b>				8,071		603	827	1,595	2,180	2,727	139	8,071	
LABOR RATE PER HOUR						\$ 189.02	\$ 171.01	\$ 120.01	\$ 105.01	\$ 75.01	\$ 60.01		
DIRECT LABOR COSTS						\$ 113,979.06	\$ 141,425.27	\$ 191,415.95	#####	\$ 204,552.27	\$ 8,341.39	\$ 888,635.74	
<b>TOTAL</b>						<b>\$ 113,979.06</b>	<b>\$ 141,425.27</b>	<b>\$ 191,415.95</b>	<b>#####</b>	<b>\$ 204,552.27</b>	<b>\$ 8,341.39</b>	<b>\$ 888,635.74</b>	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)						12.83%	15.91%	21.54%	25.76%	23.02%	0.94%	100.00%	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)						7.47%	10.25%	19.76%	27.01%	33.79%	1.72%	100.00%	
<b>SUB-CONSULTANTS SUMMARY</b>													
TOTAL L&G LAB (FC 110) (FPS 21 PAVEMENT DESIGN)												\$ 10,210.84	
TOTAL UNINTECH CONSULTING ENGINEERS (FC 170) (BRIDGE)												\$ 113,063.23	
TOTAL CORTRAN ENGINEERING, PLLC (FC 161 DRAINAGE)												\$ 99,575.50	
												\$ -	
<b>TEDSI SPECIAL SERVICES AND DIRECT EXPENSES</b>													
TOTAL DIRECT EXPENSES (FROM BELOW)												\$ 21,141.40	
<b>GRAND TOTAL - INCLUDING PRIME, SUB CONSULTANTS, SPECIAL SERVICES &amp; DIRECT EXPENSES</b>												<b>\$ 1,132,626.71</b>	

EXHIBIT D  
 FEE SCHEDULE FOR US 281 (PS + E) SERVICES  
 LIMITS: FROM SPUR 600 TO FM 2557  
 TEDSI INFRASTRUCTURE GROUP, INC.

MAXIMUM AMOUNT PAYABLE US 281 PROJECT (CSJ: XXXX-XX-XXX) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed US 281 Project TEDSI INFRASTRUCTURE GROUP, INC.													
NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	ACTUAL HRS PER SHT	TOT TASK HRS	Target Hrs per Sheet	Sr PM	Senior Engineer (V Civil)	Project Engineer (III, IV Civil)	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
		<b>DIRECT EXPENSES</b>											
		REPRO 491 SHEETS X \$2.00 / SHEET (MYLAR) +((491 SHEETS X \$1.50) X4)/ PAPER SHEET - CHECK PLOTS & REVIEW SETS) X (491 PAPER SHEETS X 10 SUBMITTAL SETS X \$1.50)											\$ 11,293.00
		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
		CAR RENTAL - \$60 / TRIP X 4 TRIP											\$ 240.00
		DELIVERY SERVICES - \$25 / PACKAGE X 10 PACKAGES											\$ 250.00
		MILEAGE 8 TRIP x 286 MI / TRIP @ \$0.55/mile											\$ 1,258.40
		<b>TOTAL DIRECT EXPENSES</b>											<b>\$ 21,141.40</b>

EXHIBIT D  
 FEE SCHEDULE FOR US 281 (PS + E) SERVICES  
 LIMITS: FROM SPUR 600 TO FM 2557  
 TEDSI INFRASTRUCTURE GROUP, INC.

MAXIMUM AMOUNT PAYABLE SH 365 PROJECT (CSJ: 3627-01-001) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed SH 365 Project L&G CONSULTING ENGINEERS, INC.								
SPECIAL SERVICES (GEOTECHNICAL) DESCRIPTION	SR PM	Geotechnical Engineer	Design Engineer	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
FC 110 - GEOTECHNICAL								
FC 110 - GEOTECHNICAL								
GEOTECHNICAL ENGINEERING & REPORT								
FPS 21 PAVEMENT DESIGN & PAVEMENT DESIGN REPORT	4	16	32				52	\$ 7,553.44
MEETING AND COORDINATION	4	4	2			14	24	\$ 2,507.40
<b>SUB-TOTAL - GEOTECHNICAL ENGINEERING &amp; REPORT</b>	<b>8</b>	<b>20</b>	<b>34</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>76</b>	<b>\$ 10,060.84</b>
<b>SUB-TOTAL WITHOUT DIRECT EXPENSES</b>	<b>8</b>	<b>20</b>	<b>34</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>76</b>	<b>\$ 10,060.84</b>
<b>HOURS SUB-TOTALS</b>	<b>8</b>	<b>20</b>	<b>34</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>76</b>	
LABOR RATE PER HOUR	\$ 253.08	\$ 144.06	\$ 132.38	\$ 109.02	\$ 73.97	\$ 46.72		
DIRECT LABOR COSTS	\$ 2,024.64	\$ 2,881.20	\$ 4,500.92	\$ -	\$ -	\$ 654.08	\$ 10,060.84	
<b>TOTAL</b>	<b>\$ 2,024.64</b>	<b>\$ 2,881.20</b>	<b>\$ 4,500.92</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 654.08</b>	<b>\$ 10,060.84</b>	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	20.12%	28.64%	44.74%	0.00%	0.00%	6.50%	100.00%	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	10.53%	26.32%	44.74%	0.00%	0.00%	18.42%	100.00%	
<b>SUB-TOTAL L&amp;G LAB DIRECT EXPENSES</b>								<b>\$ 10,210.84</b>
<b>DIRECT EXPENSES</b>								
PRINTING REPRODUCTION (EST. 50 ~ 8.5 x 11 Sheets x 3 Copies x \$1.00 per Sheet)								\$ 150.00

EXHIBIT B  
 DETAILED FEE SCHEDULE FOR SH 365 PHASE I (PS + E SERVICES)  
 FROM MCCOLL TO GSA CONNECTOR  
**S B INFRASTRUCTURE, LTD PHASE I**

Contract No.  
0032

MAXIMUM AMOUNT PAYABLE US 281 PROJECT (CSJ: XXXX-XX-XXX) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed US 281 Project <b>UNINTECH CONSULTING ENGINEERS, INC.</b>												
NO. OF DWGS	SHEET	SPECIAL SERVICES DESCRIPTION	PROPOSED HRS PER SHT	ACTUAL HRS PER SHT	Project Manager	Senior Engineer	Project Engineer	EIT	CADD Operator	Admin/ Clerical	Total Labor Hrs.	Task Cost
		FC 170 BRIDGE			\$ 164.40	\$ 156.31	\$ 140.14	\$ 86.24	\$ 63.33	\$ 53.90		
<b>VII. BRIDGES</b>												
		US 281 BRIDGE		#DIV/0!								
1	1	1 - BRIDGE LAYOUTS	68	64	1	39		24			64	\$ 8,330.25
1	2 - 2	1 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	42	66	1	16	29		20		66	\$ 7,996.02
1	3 - 3	1 - FOUNDATION LAYOUTS	20	47		15	0	22	10		47	\$ 4,875.23
1	4 - 4	1 - FOUNDATION DETAILS- 1 TYPE(S)	20	58		18	18	10	12		58	\$ 6,958.46
4	5 - 8	4 - ABUTMENTS - 1 TYPE	39	30		30	42	22	24		118	\$ 13,992.38
4	9 - 12	4 - INTERIOR BENTS - 1 TYPE	34	30		30	42	22	24		118	\$ 13,992.38
1	13 - 13	1 - CONC SLAB SPAN & DEFLECTION - 1 UNIT	35	48		13	15	10	10		48	\$ 5,629.83
1	14 - 14	1 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT	33	51		11	20	10	10		51	\$ 6,017.91
1	15 - 15	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	33	50		20	10	10	10		50	\$ 6,023.30
1	16 - 16	1 - PRESTR CONC BEAMS -IGNS	38	66		13	26	7	20		66	\$ 7,545.95
2	17 - 18	2 - ARCHITECTURAL TREATMENT	34	50		50		30	20		100	\$ 11,669.30
2	19 - 20	2 - DRAIN DETAILS	20	44		28	18	23	18		87	\$ 10,022.66
1	21 - 21	1 - BRIDGE BORING LOGS	18	26		4	2	6	14		26	\$ 2,309.58
<b>21</b>		<b>SUB-TOTAL SHEETS - 0 - US 281 BRIDGE</b>			<b>2</b>	<b>287</b>	<b>222</b>	<b>196</b>	<b>192</b>	<b>0</b>	<b>899</b>	<b>\$ 105,363.25</b>
0	19 - 18	BRIDGE STANDARDS		#DIV/0!								
1	19	BAS-C BRIDGE APPROACH SLAB	2	2			1		1		2	\$ 203.47
1	20	FD FOUNDATION DETAILS (1 OF 2)	2	2			1		1		2	\$ 203.47
1	21	FD FOUNDATION DETAILS (2 OF 2)	2	2			1		1		2	\$ 203.47
1	22	MEBRS MINIMUM ERECTION	2	2			1		1		2	\$ 203.47
1	23	ODSR OPTIONAL DRILLED SHAFT REINFORCING	2	2			1		1		2	\$ 203.47
1	24	PCP PRESTRESSED CONCRETE PANELS (1 OF 4)	2	2			1		1		2	\$ 203.47
1	25	PCP PRESTRESSED CONCRETE PANELS (2 OF 4)	2	2			1		1		2	\$ 203.47
1	26	PCP PRESTRESSED CONCRETE PANELS (3 OF 4)	2	2			1		1		2	\$ 203.47
1	27	PCP PRESTRESSED CONCRETE PANELS (4 OF 4)	2	2			1		1		2	\$ 203.47
1	28	PMDF PERMANENT METAL DECK FORMS (1 OF 2)	2	2			1		1		2	\$ 203.47
1	29	PMDF PERMANENT METAL DECK FORMS (2 OF 2)	2	2			1		1		2	\$ 203.47
1	30	SBTS THICKENED SLAB STEEL GIRDERS	2	2			1		1		2	\$ 203.47
1	31	SBMS MISCELLANEOUS SLAB DETAIL STEEL GIRDERS	2	2			1		1		2	\$ 203.47
1	32	SEJ-A SEALED EXPANSION JOINT	2	2			1		1		2	\$ 203.47
1	33	SGEB ELASTOMERIC BEARING STEEL GIRDERS (1 OF 3)	2	2			1		1		2	\$ 203.47
1	34	SGEB ELASTOMERIC BEARING STEEL GIRDERS (2 OF 3)	2	2			1		1		2	\$ 203.47
1	35	SGEB ELASTOMERIC BEARING STEEL GIRDERS (3 OF 3)	2	2			1		1		2	\$ 203.47
1	36	SGMD MISCELLANEOUS DETAILS STEEL GIRDERS (1 OF 3)	2	2			1		1		2	\$ 203.47

EXHIBIT B  
 DETAILED FEE SCHEDULE FOR SH 365 PHASE I (PS + E SERVICES)  
 FROM MCCOLL TO GSA CONNECTOR  
**S B INFRASTRUCTURE, LTD PHASE I**

Contract No.  
0032

MAXIMUM AMOUNT PAYABLE US 281 PROJECT (CSJ: XXXX-XX-XXX) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed US 281 Project <b>UNINTECH CONSULTING ENGINEERS, INC.</b>												
1	37	SGMD MISCELLANEOUS DETAILS STEEL GIRDERS (2 OF 3)	2	2			1		1		2	\$ 203.47
1	38	SGMD MISCELLANEOUS DETAILS STEEL GIRDERS (3 OF 3)	2	2			1		1		2	\$ 203.47
1	39	T551 CONCRETE SAFTEY F-SHAPE RAIL (1 OF 2)	2	2			1		1		2	\$ 203.47
1	40	T551 CONCRETE SAFTEY F-SHAPE RAIL (2 OF 2)	2	2			1		1		2	\$ 203.47
1	41	BD-1 BRIDGE DRAIN	2	2			1		1		2	\$ 203.47
1	42	IGCS CONTINUOUS SLAB DETAILS	2	2			1		1		2	\$ 203.47
1	43	IGD PRESTRESSED CONCRETE I-GIRDER DETAILS (1 OF 2)	2	2			1		1		2	\$ 203.47
1	44	IGD PRESTRESSED CONCRETE I-GIRDER DETAILS (2 OF 2)	2	2			1		1		2	\$ 203.47
1	45	IGEB ELASTOMERIC BEARING AND GRDER END (1 OF 2)	2	2			1		1		2	\$ 203.47
1	46	IGEB ELASTOMERIC BEARING AND GRDER END (2 OF 2)	2	2			1		1		2	\$ 203.47
1	47	IGMS MISCELLANEOUS SLAB DETAIL	2	2			1		1		2	\$ 203.47
1	48	IGTS THICKEND SLAB END DETAILS	2	2			1		1		2	\$ 203.47
1	49	MEBRC MINIMUM ERECTION	2	2			1		1		2	\$ 203.47
1	50	BL BRIDGE LIGHTING DETAILS	2	2			1		1		2	\$ 203.47
1	51	CSAB CEMENT STABILIZED ABUTMENT BACKFILL	2	2			1		1		2	\$ 203.47
1	52	CRR CONCRETE RIP RAP (TYPE RR 8 AND RR9)	2	2			1		1		2	\$ 203.47
34		<b>SUB-TOTAL SHEETS - 0 - BRIDGE STANDARDS</b>			0	0	34	0	34	0	68	\$ 6,917.98
		<b>HOURS SUB-TOTALS</b>			2	287	256	196	226	0	967	
		LABOR RATE PER HOUR			\$ 164.40	\$ 156.31	\$ 140.14	\$ 86.24	\$ 63.33	\$ 53.90		
		DIRECT LABOR COSTS			\$ 328.80	\$ 44,860.97	\$ 35,875.84	\$ 16,903.04	\$ 14,312.58	\$ -	\$ 112,281.23	
		<b>TOTAL</b>			\$ 328.80	\$ 44,860.97	\$ 35,875.84	\$ 16,903.04	\$ 14,312.58	\$ -	\$ 112,281.23	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)			0.29%	39.95%	31.95%	15.05%	12.75%	0.00%	100.00%	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)			0.21%	29.68%	26.47%	20.27%	23.37%	0.00%	100.00%	
34		<b>GRAND TOTAL BRIDGE FEE AND DIRECT EXPENSES</b>									967	\$ 113,063.23
		<b>DIRECT EXPENSES</b>										
		REPRO 34 SHEETS X \$2.00 / SHEET (MYLAR) +((34 SHEETS X \$1.50) X4)/ PAPER SHEET - CHECK PLOTS & REVIEW SETS) X (34 PAPER SHEETS X 10 SUBMITTAL SETS X \$1.50)										\$ 782.00
												\$ -
		<b>TOTAL DIRECT EXPENSES</b>										\$ 782.00

EXHIBIT D  
 FEE SCHEDULE FOR US 281 (PS + E) SERVICES  
 LIMITS: FROM SPUR 600 TO FM 2557  
 TEDSI INFRASTRUCTURE GROUP, INC.

MAXIMUM AMOUNT PAYABLE US 281 PROJECT (CSJ: XXXX-XX-XXX) PLANS, SPECIFICATIONS AND ESTIMATE SERVICES Develop PS&E for Proposed US 281 Project Cortran Engineering, PLLC													
NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	Principal Engineer	Sr PM	PM	Sr Engineer	Project Engineer	EIT	Sr Designer	Engineer Tech/CADD	Admin Assistant	Total Labor Hrs.	Task Cost
V. DRAINAGE DETAILS													
FC 161 - DRAINAGE													
1	1	0 - DATA COLLECTION/REVIEW DATA											
0	2 - 1	0 - FIELD TRIP TO VERIFY EXISTING CONDITIONS (TWO TRIPS)		2		6	14					22	\$ 2,829.82
6	2 - 7	6 - PREPARE LARGE AND SMALL DRAINAGE AREA MAPS:		2		8	8	40		60		118	\$ 9,378.64
2	8 - 9	2 - HYDROLOGY CALCULATIONS (STORM SEWER, CULVERTS, DITCHES):		2		2	8	6		4		22	\$ 2,317.74
4	10 - 13	4 - HYDRAULIC COMPUTATIONS SHEETS (STORM SEWER, CULVERTS, DITCHES):		4		4	12	16		8		44	\$ 4,495.32
2	14 - 15	2 - Proposed Outfall Hydrologic and Hydraulic Calculations		2		2	12	16		8		40	\$ 3,902.42
6	16 - 21	6 - IRRIGATION LAYOUT SHEETS (INCL PARALLEL LINES) (ALL INCLUSIVE NO FURTHER SUPPLEMENTALS REQUIRED)		4		12	24	16		32		88	\$ 8,451.64
0	22 - 21	0- COORDINATE WITH IRRIGATION DISTRICTS		4		24	32	24		20		104	\$ 11,017.32
14	22 - 35	14 - ROADSIDE DITCH P&P'S (34 SHEETS)/DETENTION AREAS (10 SHEETS)		8			32	80		80		200	\$ 16,816.96
4	36 - 39	4 - CULVERT LAYOUT SHEETS		2		12	32	24		48		118	\$ 10,737.04
14	40 - 53	14 - UTILITIES & DRAINAGE P & P SHEETS (STORM SEWER & DITCHES)		2		12	40	48		112		214	\$ 17,571.60
3	54 - 56	3 - Proposed Outfall Plan & Profile Sheets		2		4	8	32		40		86	\$ 6,963.92
1	57 - 57	1 - PREPARE MISCELLANEOUS DETAILS				2	4	6		8		20	\$ 1,746.38
10	58 - 67	10 - STANDARDS					10			10		20	\$ 1,805.70
67		SUB-TOTAL - 0 - FC 161 - DRAINAGE	0	34	0	88	236	308	0	430	0	1096	\$ 98,034.50
67		GRAND TOTAL	0	34	0	88	236	308	0	430	0	1096	\$ 98,034.50
		HOURS SUB-TOTALS	0	34	0	88	236	308	0	430	0	1,096	
		LABOR RATE PER HOUR	\$ 175.18	\$ 161.70	\$ 148.23	\$ 134.75	\$ 121.28	\$ 86.24	\$ 86.24	\$ 59.29	\$ 53.90		
		DIRECT LABOR COSTS	\$ -	\$ 5,497.80	\$ -	\$ 11,858.00	\$ 28,622.08	\$ 26,561.92	\$ -	\$ 25,494.70	\$ -	\$ 98,034.50	
		TOTAL	\$ -	\$ 5,497.80	\$ -	\$ 11,858.00	\$ 28,622.08	\$ 26,561.92	\$ -	\$ 25,494.70	\$ -	\$ 98,034.50	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	0.00%	5.61%	0.00%	12.10%	29.20%	27.09%	0.00%	26.01%	0.00%	100.00%	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	0.00%	3.10%	0.00%	8.03%	21.53%	28.10%	0.00%	39.23%	0.00%	100.00%	
GRAND TOTAL - INCLUDING PRIME, SUB CONSULTANTS, SPECIAL SERVICES & DIRECT EXPENSES													
\$ 99,575.50													
		DIRECT EXPENSES											

EXHIBIT D  
 FEE SCHEDULE FOR US 281 (PS + E) SERVICES  
 LIMITS: FROM SPUR 600 TO FM 2557  
 TEDSI INFRASTRUCTURE GROUP, INC.

MAXIMUM AMOUNT PAYABLE  
 US 281 PROJECT (CSJ: XXXX-XX-XXX)  
 PLANS, SPECIFICATIONS AND ESTIMATE SERVICES  
 Develop PS&E for Proposed US 281 Project  
 Cortran Engineering, PLLC

NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	Principal Engineer	Sr PM	PM	Sr Engineer	Project Engineer	EIT	Sr Designer	Engineer Tech/CADD	Admin Assistant	Total Labor Hrs.	Task Cost
		REPRO 67 SHEETS X \$2.00 / SHEET (MYLAR) +((67 SHEETS X \$1.50) X4)/ PAPER SHEET - CHECK PLOTS & REVIEW SETS) X (67 PAPER SHEETS X 10 SUBMITTAL SETS X \$1.50)											\$ 1,541.00
													\$ -
													\$ -
													\$ -
													\$ -
													\$ -
													\$ -
		<b>TOTAL DIRECT EXPENSES</b>											\$ 1,541.00

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

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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)#: 4 WA Amount: \$1,132,626.71 Date: \_\_\_\_\_

Supplemental Work Authorization (SWA) #: \_\_\_\_\_ to WA #: \_\_\_\_\_ SWA Amount: \_\_\_\_\_

Revised WA Amount: \_\_\_\_\_

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
<b>FC 160</b>	<b>\$10,210.84</b>
<b>Total Commitment Amount</b> <i>(Including all additional pages.)</i>	<b>\$10,210.84</b>

**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.

<b>Provider Name: TEDSI Infrastructure Group, Inc.</b> <b>Address: 1201 E. Expressway 83 Mission, TX 78572</b>  <b>VID Number: 17601280146</b> <b>PH: (956) 424-7898 FX: (956) 424-7022</b> <b>Email: <a href="mailto:jsalinas@tedsi.com">jsalinas@tedsi.com</a></b>	<b>Name: <u>Craig F. Stong</u></b> <i>(Please Print)</i> <b>Title: <u>Vice President</u></b>  <hr/> <b>Signature _____ Date _____</b>
<b>DBE/HUB Sub Provider</b> <b>Subprovider Name: L &amp; G Engineering &amp; Laboratory, LLC</b> <b>VID Number: 1743089440600</b> <b>Address: 900 S. Stewart Rd, Suite 6 Mission, TX 78572</b> <b>PH: (956) 583-7117; FX: N/A</b> <b>Email: <a href="mailto:jacinto@lgengineers.com">jacinto@lgengineers.com</a></b>	<b>Name: <u>Jacinto Garza</u></b> <i>(Please Print)</i> <b>Title: <u>President</u></b>  <hr/> <b>Signature _____ Date _____</b>
<b>Second Tier Sub Provider</b> <b>Subprovider Name:</b> <b>VID Number:</b> <b>Address:</b> <b>Phone #&amp; Fax #:</b> <b>Email:</b>	<b>Name: _____</b> <i>(Please Print)</i> <b>Title: _____</b>  <hr/> <b>Signature _____ Date _____</b>
<b>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).</b>	

**EXHIBIT H-2**  
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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)#: 4 WA Amount: \$1,132,626.71 Date: \_\_\_\_\_

Supplemental Work Authorization (SWA) #: \_\_\_\_\_ to WA #: \_\_\_\_\_ SWA Amount: \_\_\_\_\_

Revised WA Amount: \_\_\_\_\_

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
<b>FC 161</b>	<b>\$99,575.50</b>
<b>Total Commitment Amount</b> <i>(Including all additional pages.)</i>	<b>\$99,575.50</b>

**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.

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<b>DBE/HUB Sub Provider</b> <b>Subprovider Name: Cortran Engineering, PLLC</b> <b>VID Number: 1274372246900</b> <b>Address: 3149 Center Point Dr.</b> <b>Edinburg, TX 78539</b> <b>PH: (956) 971-0289; FX: N/A</b> <b>Email: <a href="mailto:yara@cortranengineering.com">yara@cortranengineering.com</a></b>	<b>Name: <u>Yara Corbitt</u></b> <i>(Please Print)</i> <b>Title: <u>President</u></b>  <hr/> <b>Signature _____ Date _____</b>
<b>Second Tier Sub Provider</b> <b>Subprovider Name:</b> <b>VID Number:</b> <b>Address:</b> <b>Phone # &amp; Fax #:</b> <b>Email:</b>	<b>Name: _____</b> <i>(Please Print)</i> <b>Title: _____</b>  <hr/> <b>Signature _____ Date _____</b>
<b>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).</b>	

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Contract #: \_\_\_\_\_ Assigned Goal: 12.2% Prime Provider TEDSI Infrastructure Group, Inc.

Work Authorization (WA)#: 4 WA Amount: \$1,132,626.71 Date: \_\_\_\_\_

Supplemental Work Authorization (SWA) #: \_\_\_\_\_ to WA #: \_\_\_\_\_ SWA Amount: \_\_\_\_\_

Revised WA Amount: \_\_\_\_\_

<b>Description of Work</b> <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	<b>Dollar Amount</b> <i>(For each category of work or task description shown.)</i>
<b>FC 160</b>	<b>\$113,063.23</b>
<b>Total Commitment Amount</b> <i>(Including all additional pages.)</i>	<b>\$113,063.23</b>

**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.

<b>Provider Name: TEDSI Infrastructure Group, Inc.</b> <b>Address: 1201 E. Expressway 83 Mission, TX 78572</b>  <b>VID Number: 17601280146</b> <b>PH: (956) 424-7898 FX: (956) 424-7022</b> <b>Email: <a href="mailto:cstong@tedsi.com">cstong@tedsi.com</a></b>	<b>Name: <u>Craig F. Stong</u></b> <i>(Please Print)</i> <b>Title: <u>Vice President</u></b>  <hr/> <b>Signature _____ Date _____</b>
<b>DBE/HUB Sub Provider</b> <b>Subprovider Name: Unintech Consulting Engineers, Inc.</b> <b>VID Number: 17428644532</b> <b>Address: 2431 E. Evans Road</b> <b>San Antonio, Tx 78259</b> <b>PH: (210) 641-6003; FX: (210) 641-8279</b> <b>Email: <a href="mailto:chew@unintech.com">chew@unintech.com</a></b>	<b>Name: <u>Clifford Hew</u></b> <i>(Please Print)</i> <b>Title: <u>Chief Operation Officer</u></b>  <hr/> <b>Signature _____ Date _____</b>
<b>Second Tier Sub Provider</b> <b>Subprovider Name:</b> <b>VID Number:</b> <b>Address:</b> <b>Phone #&amp; Fax #:</b> <b>Email:</b>	<b>Name: _____</b> <i>(Please Print)</i> <b>Title: _____</b>  <hr/> <b>Signature _____ Date _____</b>
<b>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).</b>	

Item 3E

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  3E  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  12/12/13  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  12/18/13  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2013-66 – APPROVAL OF SUPPLEMENTAL NUMBER 6 TO WORK AUTHORIZATION NUMBER 6 TO PROFESSIONAL SERVICE AGREEMENT WITH DANNENBAUM ENGINEERING FOR PROGRAM MANAGEMENT OF THE STATE HIGHWAY 365, INTERNATIONAL BRIDGE TRADE CORRIDOR AND OVERWEIGHT TRUCK CORRIDOR PROJECTS.**

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

Approval of Supplemental No. 6 to Work Authorization No. 6 to Professional Service Agreement with Dannanbaum Engineering to revise the scope of services for Work Authorization No. 6 with no change in the approved Work Authorization amount.

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

Approved maximum payable fee	\$5,000,000.00
<u>Approved Work Authorizations 1, 3, 4, 5 &amp; 6 w/ S1-5</u>	<u>\$5,252,807.66</u>
Maximum fee balance	(\$ 252,807.66)
Total authorized for WA 1, 3, 4, 5 & 6 w/ S1-5	\$5,252,807.66
<u>Payments to date for WA 1, 3, 4, 5 &amp; 6 w/ S1-5</u>	<u>(\$4,435,975.68)</u>
Work Authorization balance	\$ 816,831.98

Proposed Supplemental 6 to Work Authorization No. 6:

<b>Revised Scope</b>	<b>\$ 0.00</b>
<b>Total Proposed Work Authorization No. 4</b>	<b>\$ 0.00</b>

\*Maximum Payable Fee Balance after WA 1, 3, 4, 5 & 6 w/ S1-5 (\$ 252,807.66)

\*Requires and increase to the maximum payable amount

5. Staff Recommendation: **Motion to approve Resolution 2013-66 - Approval of Supplemental Number 6 to Work Authorization Number 6 to the Professional Service Agreement with Dannenbaum Engineering for revision to the scope of work with no change in the Work Authorization amount.**

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

7. Planning Committee's Recommendation:   X   Approved      Disapproved      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



# Memorandum

To: Dennis Burleson, Chairman  
From: Pilar Rodriguez, PE, Executive Director  
Date: December 12, 2013  
Re: **Approval of Supplemental Number 6 to Work Authorization Number 6 to Professional Service Agreement with Dannenbaum Engineering**

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## **Background**

At the October 27, 2011, regular meeting, the Board of Directors awarded a professional service agreement for general engineering and program management services to Dannenbaum Engineering for a maximum payable amount of \$5,000,000. Subsequently, the Board approved Work Authorizations No. 1, 3, 4, 5, 6 and Supplemental 1, 2, 3, 4 & 5 to Work Authorization No. 6 in the amounts of \$909,960.63, \$57,750.00, \$891,814.61, \$832,369.93, \$689,834.33, \$81,309.04, \$149,120.30, \$346,720.31, \$1,437,465.41 and \$117,054.83 respectively as discussed below.

Work Authorization No. 1 - was to review prior engineering, surveying, environmental and permitting work provided to the Hidalgo County Regional Mobility Authority (HCRMA).

Work Authorization No. 2 - was cancelled by the HCRMA Board.

Work Authorization No. 3 - was to provide title reports for the SH 365 Project.

Work Authorization No. 4 - was to update the new Executive Director, oversee the update of the Traffic & Revenue study, oversee environmental clearance/preliminary design of SH 365 and oversee various other tasks related to SH 365 and IBTC Projects.

Work Authorizations No. 5 & 6 - are to continue Program Management for SH 365 and IBTC Projects.

Supplemental No. 1 to Work Authorization No. 6 - was to provide a sketch level Traffic & Revenue Study for overweight trucks at the Pharr International Bridge and SH 365.

Supplemental No. 2 to Work Authorization No. 6 - was to provide a Value Engineering Study for the SH 365 Project.

Supplemental No. 3 to Work Authorization No. 6 - was to provide a low level aerial flight and topographic survey for the IBTC Project.

Supplemental No. 4 to Work Authorization No. 6 - was to provide updated TRZ parcels, implementation of overweight truck corridor, manage Engineers/Surveyors/Geotech for IBTC, local environment clearance of IBTC, negotiate final PS&E for SH 365, implement ProjectWise, evaluate Toll Integrator, manage Appraisers/Title Companies/ROW Agents, implement GIS for ROW Acquisition and perform value engineering for IBTC.

Supplemental No. 5 to Work Authorization No. 6 - was to provide non-destructive vertical utility locations for design of final PS&E for the SH 365 Project.

## **Goal**

Staff is proposing Supplemental No. 6 to Work Authorization No. 6 to the Professional Service Agreement with Dannenbaum Engineering to revise the scope of services to Work Authorization No. 6. The scope revision deletes several coordination meetings as part of the environmental review that is not required at this time and adds field effort due to TxDOT's environmental requirements, as well as, exhibits & estimates for the intervention in the Cross Valley Project and for the HCRMA Vehicle Registration Fee Series 2013 Bond issuance. The change in scope does not require additional monies to be appropriated for the work.

**Options**

Supplemental No. 6 to Work Authorization No. 6 may be disapproved, however, no additional cost was incurred as part of this change in scope.

**Recommendation**

Based on review by this office, **approval of Resolution 2013-66 – Approval of Supplemental No. 6 to Work Authorization No. 6 to the Professional Service agreement with Dannenbaum Engineering for a revised scope and no increase in the Work Authorization amount of is recommended.**

Additionally, at the December 11, 2013 meeting, the Planning Committee recommended approval of Supplemental Number 6 to Work Authorization Number 6 with the change in scope and no increase in the Work Authorization amount.

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



**Memorandum Date:** 12/10/2013

**Subject:** SA#6 to WA#6 for Dannenbaum Engineering Corporation for a no-cost time extension for Program Management / General Engineering Consultant Services for the HCRMA System (0000)

**Project Limits:** All HCRMA Segments

**Prepared by:** Eric Davila, PE, CFM

**Recipients:** Pilar Rodriguez, PE

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**The following are the reasons for bringing this item before the Planning Committee:**

- To adjust the scope of services for additional scope conducted during WA 6 which includes:
  - Additional field effort based on TxDOT Pharr District Comment to Draft EA
  - ETT Sharyland Utility / AEP Transmission Project
  - VRF Bond sale documentation
- The HCRMA opted to conduct selection and negotiation of Toll Integrator at a later time which led to the removal of that item from the scope of services:
  - Negotiate Oversee Toll Integrator (Consultants) (to be included in future Work Authorization)
- To adjust the time needed to complete all scope under WA 6 which includes:
  - Subsurface utility exposures for SH 365, which will be completed in January 2014

The aforementioned do not require in change in fee, although it requires a change in scope to properly document the activity in addition to extending the schedule into early 2014.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2013 – 66

APPROVAL OF SUPPLEMENTAL NUMBER 6 TO WORK  
AUTHORIZATION NUMBER 6 OF PROFESSIONAL SERVICES  
AGREEMENT WITH DANNENBAUM ENGINEERING CORPORATION TO  
REVISE SCOPE WITH NO INCREASE TO WORK AUTHORIZATION  
AMOUNT

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

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

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

WHEREAS, on October 27, 2011 the Authority awarded a professional service agreement for general engineering and program management services to Dannenbaum Engineering Corporation in the maximum payable amount of \$5,000,000; and

WHEREAS, the Authority has subsequently approved Work Authorizations Numbers 1, 3, 4, 5 and 6, including Supplemental Number 1 to Work Authorization Number 4, Supplemental Numbers 1 & 2 to Work Authorization Number 5, and Supplemental Numbers 1, 2, 3 & 4 to Work Authorization Number 6, in the amounts of \$909,960.63, \$57,750.00, \$694,355.85, \$769,236.96, \$920,263.67, \$346,720.31 and \$1,437,465.41 respectively; and

WHEREAS, on October 16, 2013, the Authority approved Supplemental Number 5 to Work Authorization Number 6 to provide the necessary utility field data for the final design of the State Highway 365 Project in the amount of \$117,054.83;

WHEREAS, HCRMA Staff has requested Supplemental Number 6 to Work Authorization Number 6 to revise the scope of service with no increase to the Work Authorization 6 amount; and

WHEREAS, the Authority has determined it is necessary to approve Supplemental Number 6 to Work Authorization Number 6 to the Professional Service Agreement with Dannenbaum Engineering to revise the scope of service with not increase in the Work Authorization Number 6 amount;

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 No. 6 to Work Authorization Number 6 to the Professional Services Agreement with Dannenbaum Engineering Corporation hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Supplemental No. 6 to Work Authorization Number 6 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 18<sup>th</sup> day of December, 2013, at which meeting a quorum was present.

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Dennis Burleson, Chairman

---

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

SUPPLEMENTAL NUMBER 6 TO WORK AUTHORIZATION NUMBER 6  
OF  
PROFESSIONAL SERVICE AGREEMENT WITH DANNENBAUM ENGINEERING  
CORPORATION DATED OCTOBER 27, 2011

**SUPPLEMENTAL WORK AUTHORIZATION NO. 6  
TO WORK AUTHORIZATION NO. 6**

**SUPPLEMENTAL WORK AUTHORIZATION NO. 6  
TO WORK AUTHORIZATION NO. 6**

**ATTACHMENT D-2  
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 Program Management Engineering Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Dannenbaum Engineering Corporation (the Engineer).

The following terms and conditions of Work Authorization No. 6 are hereby amended as follows:

**Part I.** The scope of services as outlined in Work Authorization No. 6 will be supplemented with additional scope as well as delete certain scope which will performed in future Work Authorization as shown and included in Exhibit “B” Additional Scope of Services/Deleted Scope of Services to be Provided By The Engineer (Supplemental Work Authorization No. 6 to Work Authorization No. 6).

**Part II.** Entire Exhibit B shall be in Supplemental Agreement No. 4 to Work Authorization No. 6 shall be replaced. The schedule as outlined in Work Authorization No. 6 will be amended to incorporate Exhibit ‘C-Amended’ Work schedule (Supplemental Work Authorization No. 6 to Work Authorization No. 6).

**Part III.** The maximum amount payable under this Work Authorization No. 6 will remain at \$2,704,449.39. Fee will not be modified. The Engineer’s Estimated Work Authorization No. 6 tasks have been modified with no increase in fee in accordance with the attached Exhibit 'D' (Modified Fee Schedule / Budget for Supplemental Work Authorization No. 6 to Work Authorization No. 6).

**Part IV.** This Supplemental Work Authorization No. 6 shall become effective on the date of final acceptance of the parties hereto and shall terminate on 03/01/2014. This Supplemental Work Authorization No. 6, also, extends Work Authorization No. 6 termination date to 03/01/2014 to allow Supplemental No. 5 to Work Authorization No. 6 to be completed.

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. 6 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.

**SUPPLEMENTAL WORK AUTHORIZATION NO. 6  
TO WORK AUTHORIZATION NO. 6**

**THE ENGINEER**

\_\_\_\_\_  
(Signature)  
Louis H. Jones, Jr., P.E.  
\_\_\_\_\_  
(Printed Name)  
Principal  
\_\_\_\_\_  
(Title)  
12/8/13  
\_\_\_\_\_  
(Date)

**THE AUTHORITY**

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

**List of Exhibits**

- |           |   |
|-----------|---|
| Exhibit B | Services to be provided by the Engineer |
| Exhibit C | Work Schedule                           |
| Exhibit D | Fee Schedule/Budget                     |

**EXHIBIT B**  
**ADDITIONAL SCOPE OF SERVICES**  
**FOR SA NO. 6 TO WA NO. 6**

**EXHIBIT B  
 ADDITIONAL SCOPE OF SERVICES  
 TO BE PROVIDED BY THE ENGINEER  
 FOR SA NO. 6 TO WA NO. 6**

<b>CONTINUATION OF CORE PROGRAM MANAGEMENT CONSULTANT / GENERAL ENGINEERING CONSULTANT SERVICES</b>
<b>**Items highlighted in yellow are to be conducted as additional services for non-recurring events</b>
<b>A. Coordinate / Update / Assist Executive Director</b>
1. Continue Educating Executive Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Weekly Mtgs.) from July 1, 2013 to December 31, 2013
<b>B. Attend / Prepare Data / Report on Various Meetings (6.0 Months) (Additional from July 1, 2013 to December 31, 2013)</b>
1. HCRMA Board Meetings Including Presentation (Monthly)(6 Mtgs) (Inc. Prep Time)
2. HCRMA Planning Committee Meetings (6 Mtgs @ 2 hrs./Mtgs) (Inc. Prep Time)
3. HCRMA Finance Committee Meetings (6 Mtgs @ 2 hrs./Mtgs) (Inc. Prep Time)
4. HCRMA MPO Policy Committee Meeting (6 Mtgs @ 2 hrs./Mtgs) (Inc. Prep Time)
5. HCRMA MPO Tech Committee Meeting (6 Mtgs @ 2 hrs./Mtgs) (Inc. Prep Time)
6. Various HCRMA Mtgs w/ Individual Board Members / Special Board Meetings (6 Mtgs @ 2 hrs./Mtgs) (Inc. Prep Time)
7. Hidalgo County Meetings w/Staff (2 Mtgs. @2 hr. / Mtg.) (Inc. Prep Time)
8. Hidalgo County Commissioner Precinct No. 1 (2 Mtgs. @ 2 hrs. / Individual Mtg.)
9. Hidalgo County Commissioner Precinct No. 2 (2 Mtgs. @ 2 hrs. / Individual Mtg.)
10. Hidalgo County Commissioner Precinct No. 3 (2 Mtgs. @ 2 hrs. / Individual Mtg.)
11. Hidalgo County Commissioner Precinct No. 4 (2 Mtgs. @ 2 hrs. / Individual Mtg.)
12. Attend Meetings TxDOT-Pharr (2 Mtgs. @ 2 hrs. / Mtg.)(Inc. Prep Time)
13. Attend Meetings TxDOT-Austin includes Travel (1 Mtgs. @ 10 hrs. / Mtg.)
14. Attend Meetings With Legislators (1 Mtgs. @ 2 hrs. / Mtg.)
15. Attend Meeting-3 Days in Washington to Visit Congress/TIFA (1 Mtg.)
16. Attend Hidalgo County Commissioners' Court Meeting (3 Monthly Mtgs.) (3 Mtgs. x 2hr. / Mtg.)
<b>C. Continue to Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy Including Updating Strategy (One (1) Updates) from July 1, 2013 to December 31, 2013</b>

**EXHIBIT B  
 ADDITIONAL SCOPE OF SERVICES  
 TO BE PROVIDED BY THE ENGINEER  
 FOR SA NO. 6 TO WA NO. 6**

<b>D. Continue to Negotiate / Coordinate with TxDOT on TxDOT Funding Modification (availability payments-CAT12) for SH 365 (Segment 1,2,3 and 4) / Segment No. 4 (US 281 / Military) from July 1, 2013 to December 31, 2013</b>
1. Meet / Coordinate With TxDOT Pharr (1 Mtgs. @ 2 hrs. / Mtg.)
2. Meet / Coordinate With TxDOT Austin (2 Mtgs @ 10 hrs. / Mtg.)
3. Finalize Availability Payments with TxDOT
<b>E. Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System from July 1, 2013 to December 31, 2013</b>
1. Continue to Input Data for Development of Monthly Reports for HCRMA Board (July 1, 2013 thru December 31, 2013)
2. Continue to Modify Monthly Reports for HCRMA Needs
3. Continue to Input Monthly Data and Produce Final Reports for July 1, 2013 thru June 1, 2014
<b>F. Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy) from July 1, 2013 to December 31, 2013</b>
<b>G. Continue to Coordinate and assist with Hidalgo County Appraisal District on TRZ Inputs and Agreements and Finalize Agreements with each entity (SEE "INPUT DATA FOR 485 PARCELS-TRZ (SECT. A (WEST), SH 365, and IBTC)-DANNENBAUM") from July 1, 2013 to December 31, 2013</b>
<b>H. Continue to Finalize and Implement Public Outreach Program with Assistance from Consultant (Pathfinder) and others from July 1, 2013 to December 31, 2013</b>
1. Finalize / Implement Public Outreach
2. Review / Update Website
3. Develop Monthly Newsletter (Assist Subs)
4. Begin Development of Branding Loop Project (Assist Subs)
5. Assist / Develop Support Resolution From All Cities (Total 5 Mtgs.)
6. Meet With Large Property Owners (SH 365) (Total 2 Mtgs. Including Preparation)

**EXHIBIT B  
 ADDITIONAL SCOPE OF SERVICES  
 TO BE PROVIDED BY THE ENGINEER  
 FOR SA NO. 6 TO WA NO. 6**

7. Meet With EDC for the Cities of McAllen / Mission (Total 1 Mtg.)
8. Meet With Trade Association / Civic Association (US / Mexico) (Total 1 Mtg.)
<b>I. Continue Public Outreach Meetings (Formal Presentation to Council) with the following Cities (Including Travel and Preparation for Meeting) (6.0 Months) from July 1, 2013 to December 31, 2013:</b>
1. City of Pharr (2 Mtgs)
2. City of Granjeno (1 Mtgs)
3. City of Donna (1 Mtgs)
4. City of Weslaco (1 Mtgs)
5. City of Mercedes (1 Mtgs)
6. City of Edcouch (1 Mtgs)
7. City of McAllen (2 Mtgs.)
8. City of Mission (2 Mtgs.)
9. City of Penitas (1 Mtgs)
10. City of Palmview (1 Mtgs)
11. City of La Joya (1 Mtgs)
12. City of Edinburg (2 Mtgs.)
13. City of Sullivan City (1 Mtg.)
<b>J. Continue the Oversight of C&amp;M Associates, Inc., in Developing the Overweight Corridor Study (6.0 Months) (SEE "OVERWEIGHT CORRIDOR-DANNENBAUM") from July 1, 2013 to December 31, 2013</b>
<b>K. Continue to Oversee IBTC (6.0 Months) (ITEMS 1,2, and 3 BELOW SEE "PROCURE/NEGOTIATE/DEVELOP CONSULTANT CONTRACTS FOR IBTC (ENG./ROW SURVEYORS/GEOTECH)-DANNENBAUM/ARANDA") (ITEMS 4, 5, and 11 SEE "LOCAL ENVIRONMENTAL CLEARANCE (EA)/OVERSEE ENG. IBTC-DANNENBAUM/BLANTON") from July 1, 2013 to December 31, 2013</b>
1. Assist HCRMA E.D. to Modify RFP and Procure Engineering Services (Including Contract Negotiations for Main Contract and WA No. 1) For each Project Assumes (3 Projects)

**EXHIBIT B**  
**ADDITIONAL SCOPE OF SERVICES**  
**TO BE PROVIDED BY THE ENGINEER**  
**FOR SA NO. 6 TO WA NO. 6**

2. Assist HCRMA E.D. to Develop RFQ; Procure Surveyors for Right of Way mapping (Including Contract Negotiations for Main Contract and WA No. 1 assumes 3 Surveyors (Assist by Aranda & Associates))
3. Assist HCRMA E.D. to Develop RFQ; Procure Geotechnical Consultant for Geotechnical work for all of IBTC assume one project
4. Continue to Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (6.0 Months)
5. Oversee IBTC Drainage Studies (Nov. 1, 2013 to Dec. 31, 2013) (2.0 Months)
6. Oversee Low Level Flight (Assisted by Aranda & Associates - Lead) (including previous)
7. QA/QC Drainage Study (60%)
8. QA/QC Low Level Flight (Aranda) (Including in Previous)
9. Attend Meeting with USIBWC (1) (Combined with SH 365) In El Paso
10. Attend Meeting with USACOE (1) (Combined with SH 365)
11. Attend Meeting with US Fish and Wildlife (1) Deleted (Future WA)
<b>L. Continue to Oversee SH 365 (Segment 1, 2, &amp; 3) (Incl. SH 365 at GSA Anzalduas Bridge) (6.0 Months) (ITEMS 4, 5, 10, 13, and 14 SEE "NEGOTIATE/OVERSEE W.A. NO. 2 FOR ENG PS&amp;E (L&amp;G/S&amp;B)-DANNENBAUM") from July 1, 2013 to December 31, 2013</b>
1. Continue to Oversee Environmental Clearance By Atkins (EA) Includes Negotiating Limits to FM 1016 (Assisted by Blanton & Assoc. - Lead)
2. Continue to Oversee Drainage Studies/Utilities/Pavement Design Produced By L&G Engineering / S&B Infrastructure Including Segment No. 3. Also, (W.A. No. 1)
3. Continue to QA/QC Drainage Study (90%/100%)
4. Attend Meeting With USIBWC (1 Mtg. - El Paso) (Including IBTC)
5. Attend Meeting With USAOE ( 1 Mtg. - HST)
6. Attend Meeting With US Fish & Wildlife (1 Mtg. - RGV) (Included in IBTC)
7. Attend Meeting With TxDOT Austin / FHWA (1 Mtg. - Austin)
8. Continue to Oversee / Development of 4-Lane Schematic L&G Engineering and S&B Infrastructure (W.A. No.1)
9. QA/QC Schematic (100%)
10. Prepare Decision Matrix for Environmental Consultant
11. Continue to Oversee Surveyors Including Right of Entry Assistance for 100 Parcels (DOS Logistics / Quintanilla) (Assisted by Aranda and Associates - Lead)
12. Hold / Lead Final Public Involvement Meeting (1 Additional Mtg.) Including Prepare Exhibits (Partial

**EXHIBIT B  
 ADDITIONAL SCOPE OF SERVICES  
 TO BE PROVIDED BY THE ENGINEER  
 FOR SA NO. 6 TO WA NO. 6**

<b>Deletion. Actual meeting in Future WA)</b>
13. Negotiate/Prepare W.A. No. 2 with L&G and S&B For PS&E Development including monitoring PS&E Development From 9/1/13 to 12/31/13 (4.0 Months)
14. Negotiate/Prepare WA No. 2 for DOS and Quintanilla for SH 365 (Assist By Aranda & Associates)
15. Meet with Hunt Development (Mission - 2 Mtgs) (2 hrs. / Mtgs)((Inc. Prep Time)
16. Assist HDR in Developing TIFIA Application (NOT in this Supplemental)
<b>M. Continue to oversee SH 365 Segment No. 4 (US 281 / Military) (6.0 Months) from July 1, 2013 to December 31, 2013</b>
1. Oversee Environmental Clearance by Atkins (Included in Item L)
2. Oversee Engineer in Development of Drainage / Utilities/ Schematic / Survey / Warrant Studies / Illumination Studies (6.0 Months)
3. Negotiate/ Prepare WA No. 3 For TEDSI for Preparation of PS&E and Monitor PS&E for 11/1/13 To 12/31/13 (2.0 Months)
4. Continue to Meet With City of Pharr Including Development of Exhibits to Analyze SH 365 (Segment No. 4) (US 281 / I Road / San Juan Area) (2 Mtgs)
<b>N. Implementation of GIS Tools (SEE "GIS DANNENBAUM")</b>
<b>O. Implementation Of Project Wise (SEE "IMPLEMENT PROJECTWISE-DANNENBAUM")</b>
<b>P. Negotiate Oversee Toll Integrator (Consultants) from July 1, 2013 to December 31, 2013 (SEE "'NEGOTIATE/OVERSEE TOLL INTEGRATOR (CONSULTANTS)-DANNENBAUM/HDR")</b>
<b>Q. Develop/Procure/Negotiate Services for various Consultants to be used on SH 365 and IBTC (SEE "PROCURE/NEGOTIATE VARIOUS CONSULTANTS SH 365 AND IBTC (Appraisal Consultants/Title Companies/ROW Agents)-DANNENBAUM")</b>
<b>R. Additional Tasks Required from September 1, 2013 to December 31, 2013.</b>
1. Additional field effort based on TxDOT Pharr District Comment to Draft EA
2. ETT Sharyland Utility / AEP Transmission Project
3. VRF Bond sale documentation

**EXHIBIT B  
 ADDITIONAL SCOPE OF SERVICES  
 TO BE PROVIDED BY THE ENGINEER  
 FOR SA NO. 6 TO WA NO. 6**

ADDITIONAL SERVICES FOR NON-RECURRING EVENTS
A. INPUT DATA FOR 485 PARCELS-TRZ (SECT. A (WEST), SH 365, and IBTC)-DANNENBAUM
B. OVERWEIGHT CORRIDOR-DANNENBAUM
C. ASSIST HCRMA E.D. TO PROCURE/NEGOTIATE/DEVELOP/OVERSEE CONSULTANT CONTRACTS FOR IBTC (ENG./ROW SURVEYORS/GEOTECH)-DANNENBAUM/ARANDA
D. LOCAL ENVIRONMENTAL CLEARANCE (EA) /OVERSEE ENG. IBTC-DANNENBAUM/BLANTON
E. NEGOTIATE/DEVELOP/OVERSEE W.A. NO. 2 FOR ENG PS&E (L&G/S&B) & W.A. NO. 3 FOR ENG PS&E (TEDSI)-DANNENBAUM
F. IMPLEMENT PROJECTWISE-DANNENBAUM
G. NEGOTIATE/DEVELOP/OVERSEE TOLL INTEGRATOR (CONSULTANTS)-DANNENBAUM/HDR
H. ASSIST HCRMA E.D. TO PROCURE/NEGOTIATE VARIOUS CONSULTANTS SH 365 AND IBTC (Appraisal Consultants/Title Companies/ROW Agents)-DANNENBAUM
I. GIS-DANNENBAUM
J. VALUE ENGINEERING-IBTC-DANNENBAUM/HDR

**EXHIBIT C  
WORK SCHEDULE  
FOR SA NO. 6 TO WA NO. 6**

**EXHIBIT C WORK SCHEDULE FOR  
(Supplemental Agreement No. 6 to Work Authorization No. 6)**

DANNENBAUM ENGINEERING CORPORATION											
HCRMA - SA 6 to WA 6											
Task Description	Start Date	End Date	Duration	2013					2014		
				AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
<b>CONTINUATION OF CORE PROGRAM MANAGEMENT CONSULTANT / GENERAL ENGINEERING CONSULTANT SERVICES (Additional Schedule)</b>											
<b>N. Additional Tasks Required from September 1, 2013 to December 31, 2013</b>											
1. Additional field effort based on TxDOT Pharr District Comment to Draft EA											
2. ETT Sharyland Utility / AEP Transmission Project											
3. VRF Bond sale documentation											
<b>HCRMA -SA 5 to WA 6</b>											
<b>A. Coordination with SUE Provider, Utility Companies, and Surveyors</b>	9/1/2013	3/1/2014	6 Months								
<b>B. Review of Utility Exposure and Potholing Data</b>	9/1/2013	3/1/2014	6 Months								

**EXHIBIT D MODIFIED  
FEE SCHEDULE / BUDGET  
FOR SA NO. 6 TO WA NO. 6  
(Items Deleted/Added in Red)**

**DANNENBAUM ENGINEERING CORPORATION**  
**Program Management Services for the HCRMA Roadway System**

SA No. 6 to WA No. 6  
 Schedule Duration: (July 1, 2013 to December 31, 2013)  
 All Deletions/Additions in Red

**EXHIBIT 'D'-Modified Fee Schedule Budget**  
**for SA NO. 6 TO WA NO. 6**  
 Hidalgo County Regional Mobility Authority (HCRMA)  
 Program Management Consultant  
 Supplemental No. 6 to Work Authorization No. 6  
 (Modifying Exhibit D from S.A. No. 4 to W.A. No. 6)

**ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH FOR TASKS ASSOCIATED WITH THE SH 365 (SEGMENTS 1, 2, 3 AND 4) FROM ANZALDUAS ROAD TO SPUR 600 TXDOT INSPECTION STATION AT PHARR BRIDGE AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE SH 365 (SEGMENTS 1, 2, 3 AND 4) AND IBTC INCLUDING ENVIRONMENTAL TASKS ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE RIGHT OF WAY MAPPING ENGINEERING OF THE IBTC**

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager	QA/QC Officer/ Independent Engineer Officer	Deputy Program Manager (Engineer VI)	Senior Engineer (Engineer V)	Project Engineer (Engineer IV)	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
<b>A. Coordinate / Update / Assist Executive Director</b>												
1. Continue Educate Executive Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Weekly Mtgs.) from July 1, 2013 to December 31, 2013	8		4			16			10	38		\$ 6,123.52
<b>Subtotal</b>	<b>8</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>38</b>		<b>\$ 6,123.52</b>
<b>B. Attend / Prepare Data / Report on Various Meetings (6.0 Months) (Additional from July 1, 2013 to December 31, 2013)</b>												
1. HCRMA Board Meetings Including Presentation (Monthly)(6 Mtgs) (Inc. Prep Time)	12		0			48		12	12	84		\$ 11,571.60
2. HCRMA Planning Committee Meetings (6 Mtgs @ 2 hrs./Mtgs) (Inc. Prep Time)	12		0			12			16	40		\$ 6,313.20
3. HCRMA Finance Committee Meetings (6 Mtgs @ 2 hrs./Mtgs) (Inc. Prep Time)	6		0			6			8	20		\$ 3,156.60
4. HCRMA MPO Policy Committee Meeting (6 Mtgs @ 2 hrs./Mtgs) (Inc. Prep Time)	6					12			8	26		\$ 3,939.90
5. HCRMA MPO Tech Committee Meeting (6 Mtgs @ 2 hrs./Mtgs) (Inc. Prep Time)			0	6		12			8	26		\$ 3,108.90
6. Various HCRMA Mtgs w/ Individual Board Members / Special Board Meetings (6 Mtgs @ 2 hrs./Mtgs) (Inc. Prep Time)	12		0			4			4	20		\$ 4,540.16
7. Hidalgo County Meetings w/Staff (2 Mtgs. @2 hr. / Mtg.) (Inc. Prep Time)										0		\$ -
8. Hidalgo County Commissioner Precinct No. 1 (2 Mtgs. @ 2 hrs. / Individual Mtg.)	4					4		8	2	18		\$ 2,436.32
9. Hidalgo County Commissioner Precinct No. 2 (2 Mtgs. @ 2 hrs. / Individual Mtg.)	4		0			4			2	10		\$ 1,902.00
10. Hidalgo County Commissioner Precinct No. 3 (2 Mtgs. @ 2 hrs. / Individual Mtg.)	4		0			4			2	10		\$ 1,902.00
11. Hidalgo County Commissioner Precinct No. 4 (2 Mtgs. @ 2 hrs. / Individual Mtg.)	4					4			2	10		\$ 1,902.00
12. Attend Meetings TxDOT-Pharr (2 Mtgs. @ 2 hrs. / Mtg.)(Inc. Prep Time)	4		0			4			2	10		\$ 1,902.00
13. Attend Meetings TxDOT-Austin includes Travel (1 Mtgs. @ 10 hrs. / Mtg.)	10								4	14		\$ 3,388.78
14. Attend Meetings With Legislators (1 Mtgs. @ 2 hrs. / Mtg.)	2					2			2	6		\$ 1,011.72
15. Attend Meeting-3 Days in Washington to Visit Congress/TIFA (1 Mtg.)										0		\$ -
16. Attend Hidalgo County Commissioners' Court Meeting (3 Monthly Mtgs.) (3 Mtgs. x 2hr. / Mtg.)	6					6			3	15		\$ 2,853.00
<b>Subtotal</b>	<b>86</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>122</b>	<b>0</b>	<b>20</b>	<b>75</b>	<b>309</b>	<b>0.0</b>	<b>\$ 49,928.18</b>
<b>C. Continue to Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy Including Updating Strategy (One (1) Updates) from July 1, 2013 to December 31, 2013</b>												
	4		8			12			8	32		\$ 5,132.32
<b>Subtotal</b>	<b>4</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>32</b>	<b>0</b>	<b>\$ 5,132.32</b>
<b>D. Continue to Negotiate / Coordinate with TxDOT on TxDOT Funding Modification (availability payments-CAT12) for SH 365 (Segment 1,2,3 and 4) / Segment No. 4 (US 281 / Military) from July 1, 2013 to December 31, 2013</b>												
1. Meet / Coordinate With TxDOT Pharr (1 Mtgs. @ 2 hrs. / Mtg.)	2		2			4			2	10		\$ 1,728.22
2. Meet / Coordinate With TxDOT Austin (2 Mtgs @ 10 hrs. / Mtg.)	20					8			4	32		\$ 7,579.08
3. Finalize Availability Payments with TxDOT	2		4			6			4	16		\$ 2,566.16
<b>Subtotal</b>	<b>24</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>58</b>	<b>0</b>	<b>\$ 11,873.46</b>
<b>E. Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System from July 1, 2013 to December 31, 2013</b>												
1. Continue to Input Data for Development of Monthly Reports for HCRMA Board (July 1, 2013 thru December 31, 2013)	2		4	4		20			20	50		\$ 6,069.74
2. Continue to Modify Monthly Reports for HCRMA Needs	2		4	4		20			16	46		\$ 5,826.86
3. Continue to Input Monthly Data and Produce Final Reports for July 1, 2013 thru December 31, 2013	2		2	6		20			16	46		\$ 5,723.64
<b>Subtotal</b>	<b>6</b>	<b>0</b>	<b>10</b>	<b>14</b>	<b>0</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>52</b>	<b>142</b>	<b>0</b>	<b>\$ 17,620.24</b>
<b>F. Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy) from July 1, 2013 to December 31, 2013</b>												
	0		4			30			80	114		\$ 9,684.90
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>80</b>	<b>114</b>	<b>0</b>	<b>\$ 9,684.90</b>
<b>G. Continue to Coordinate and assist with Hidalgo County Appraisal District on TRZ Inputs and Agreements and Finalize Agreements with each entity (SEE "INPUT DATA FOR 485 PARCELS-TRZ (SECT. A (WEST), SH 365, and IBTC)-DANNENBAUM")</b>												
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>

**DANNENBAUM ENGINEERING CORPORATION**  
**Program Management Services for the HCRMA Roadway System**

**SA No. 6 to WA No. 6**  
**Schedule Duration: (July 1, 2013 to December 31, 2013)**  
■ **All Deletions/Additions in Red**

**EXHIBIT 'D'-Modified Fee Schedule Budget**  
**for SA NO. 6 TO WA NO. 6**  
**Hidalgo County Regional Mobility Authority (HCRMA)**  
**Program Management Consultant**  
**Supplemental No. 6 to Work Authorization No. 6**  
(Modifying Exhibit D from S.A. No. 4 to W.A. No. 6)

**ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH FOR TASKS ASSOCIATED WITH THE SH 365 (SEGMENTS 1, 2, 3 AND 4) FROM ANZALDUAS ROAD TO SPUR 600 TXDOT INSPECTION STATION AT PHARR BRIDGE AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE SH 365 (SEGMENTS 1, 2, 3 AND 4) AND IBTC INCLUDING ENVIRONMENTAL TASKS ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE RIGHT OF WAY MAPPING ENGINEERING OF THE IBTC**

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager	QA/QC Officer/ Independent Engineer Officer	Deputy Program Manager (Engineer VI)	Senior Engineer (Engineer V)	Project Engineer (Engineer IV)	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
<b>H. Continue to Finalize and Implement Public Outreach Program with Assistance from Consultant Consultants from July 1, 2013 to December 31, 2013</b>												
1. Finalize / Implement Public Outreach	8		8	20		40	10		24	110		\$ 15,510.90
2. Review / Update Website										0		\$ -
3. Develop Monthly Newsletter (Assist Subs)										0		\$ -
4. Begin Development of Branding Loop Project (Assist Subs)	4		16			40			24	84		\$ 11,580.84
5. Assist / Develop Support Resolution From All Cities (Total 5 Mtgs.)										0		\$ -
6. Meet With Large Property Owners (SH 365) (Total 2 Mtgs. Including Preparation)	4		0	4		10	0	4	4	26		\$ 3,778.26
7. Meet With EDC for the Cities of McAllen / Mission (Total 1 Mtgs.)	2		0	2		4	0	4	2	14		\$ 1,892.16
8. Meet With Trade Association / Civic Association (US / Mexico) (Total 1 Mtgs.)	2		2			2			2	8		\$ 1,467.12
<b>Subtotal</b>	<b>20</b>	<b>0</b>	<b>26</b>	<b>26</b>	<b>0</b>	<b>96</b>	<b>10</b>	<b>8</b>	<b>56</b>	<b>242</b>	<b>0.0</b>	<b>\$ 34,229.28</b>
<b>I. Continue Public Outreach Meetings (Formal Presentation to Council) with the following Cities (Including Travel and Preparation for Meeting) (6.0 Months) (from July 1, 2013 to December 31, 2013):</b>												
1. City of Pharr (2 Mtgs)	4		0	4		4		2	2	16		\$ 2,739.94
2. City of Granjeno (1 Mtgs)	2		0	2		4		2	2	12		\$ 1,758.58
3. City of Donna (1 Mtgs)	2		2			4		2	2	10		\$ 1,728.22
4. City of Weslaco (1 Mtgs)	2		2			4		2	2	10		\$ 1,728.22
5. City of Mercedes (1 Mtgs)	2		2			4		2	2	10		\$ 1,728.22
6. City of Edcouch (1 Mtgs)										0		\$ -
7. City of McAllen (2 Mtgs.)	6		0	6		4		2	2	20		\$ 3,721.30
8. City of Mission (2 Mtgs.)	6		0	6		4		2	2	20		\$ 3,721.30
9. City of Penitas (1 Mtgs)										0		\$ -
10. City of Palmview (1 Mtgs)										0		\$ -
11. City of La Joya (1 Mtgs)										0		\$ -
12. City of Edinburg (2 Mtgs.)										0		\$ -
13. City of Sullivan City (1 Mtg.)										0		\$ -
<b>Subtotal</b>	<b>24</b>	<b>0</b>	<b>6</b>	<b>18</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>8</b>	<b>14</b>	<b>98</b>	<b>\$ -</b>	<b>\$ 17,125.78</b>
<b>J. Continue the Oversight of C&amp;M Associates, Inc., in Developing the Overweight Corridor Study (6.0 Months) (SEE "OVERWEIGHT CORRIDOR-DANNENBAUM") from July 1, 2013 to December 31, 2013</b>												
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
<b>K. Continue to Oversee IBTC (6.0 Months) (ITEMS 1, 2, and 3 BELOW SEE "PROCURE/NEGOTIATE/DEVELOP CONSULTANT CONTRACTS FOR IBTC (ENG./ROW SURVEYORS/GEOTECH)-DANNENBAUM/ARANDA") (ITEMS 4, 5, and 11 SEE "LOCAL ENVIRONMENTAL CLEARANCE (EA)/OVERSEE ENG. IBTC-DANNENBAUM/BLANTON") from July 1, 2013 to December 31, 2013</b>												
1. Assist HCRMA E.D. to Modify RFP and Procure Engineering Services (Including Contract Negotiations for Main Contract and WA No. 1) For each Project Assumes (2 Projects)										0		\$ -
2. Assist HCRMA E.D. to Develop RFQ; Procure Surveyors for Right of Way mapping (Including Contract Negotiations for Main Contract and WA No. 1 assumes 3 Surveyors (Assist by Aranda & Associates))										0		\$ -
3. Assist HCRMA E.D. to Develop RFQ; Procure Geotechnical Consultant for Geotechnical work for all of IBTC assume one project										0		\$ -
4. Continue to Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (6.0 Months)										0		\$ -
5. Oversee IBTC Drainage Studies (Nov. 1, 2013 to Dec. 31, 2013) (2.0 Months)										0		\$ -
6. Oversee Low Level Flight (Assisted by Aranda & Associates - Lead) (including previous)	0	0	0	0	0	0	0	0	0	0		\$ -
7. QA/QC Drainage Study (60%)	0	0	0	0	0	0	0	0	0	0		\$ -
8. QA/QC Low Level Flight (Aranda) (Including in Previous)	0	0	0	0	0	0	0	0	0	0		\$ -
9. Attend Meeting with USIBWC (1) (Combined with SH 365) In El Paso	0		0			0			0	0		\$ -
10. Attend Meeting with USACOE (1) (Combined with SH 365)	0		0						0	0		\$ -
11. Attend Meeting with US Fish and Wildlife (1) Deleted (Future WA)										0		\$ -
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>

DANNENBAUM ENGINEERING CORPORATION  
 Program Management Services for the HCRMA Roadway System

SA No. 6 to WA No. 6  
 Schedule Duration: (July 1, 2013 to December 31, 2013)  
 All Deletions/Additions in Red

EXHIBIT 'D'-Modified Fee Schedule Budget  
 for SA NO. 6 TO WA NO. 6  
 Hidalgo County Regional Mobility Authority (HCRMA)  
 Program Management Consultant  
 Supplemental No. 6 to Work Authorization No. 6  
 (Modifying Exhibit D from S.A. No. 4 to W.A. No. 6)

ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH FOR TASKS ASSOCIATED WITH THE SH 365 (SEGMENTS 1, 2, 3 AND 4) FROM ANZALDUAS ROAD TO SPUR 600 TXDOT INSPECTION STATION AT PHARR BRIDGE AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE SH 365 (SEGMENTS 1, 2, 3 AND 4) AND IBTC INCLUDING ENVIRONMENTAL TASKS ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE RIGHT OF WAY MAPPING ENGINEERING OF THE IBTC

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager	QA/QC Officer/ Independent Engineer Officer	Deputy Program Manager (Engineer VI)	Senior Engineer (Engineer V)	Project Engineer (Engineer IV)	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
<b>L. Continue to Oversee SH 365 (Segment 1,2, &amp; 3)(Incl. SH 365 at GSA Anzalduas Bridge)(6.0 Months) from July 1, 2013 to December 31, 2013 (ITEMS 4, 5, 10, 13, and 14 SEE "NEGOTIATE/OVERSEE W.A. NO. 2 FOR ENG PS&amp;E (L&amp;G/S&amp;B)- DANNENBAUM")</b>												
1. Continue to Oversee Environmental Clearance by Atkins (EA) Includes Negotiating Limits to FM 1016 (Assisted by Blanton & Assoc. - Lead)	28		0	36		100			36	200		\$ 30,388.68
2. Continue to Oversee Drainage Studies/Utilities/Pavement Design Produced By L&G Engineering / S&B Infrastructure Including Segment No. 3. Also, (W.A. No. 1)	24		80	40		80	40	24	40	328		\$ 51,171.52
3. Continue to QA/QC Drainage Study (90%/100%)	2	0	10	40		16	4	4	4	80		\$ 12,937.22
4. Attend Meeting With USIBWC (1 Mtg. - El Paso) (Including IBTC)										0		\$ -
5. Attend Meeting With USAOE ( 1 Mtg. - HST)										0		\$ -
6. Attend Meeting With US Fish & Wildlife (1 Mtg. - RGV) (Included in IBTC)	0		0						0	0		\$ -
7. Attend Meeting With TxDOT Austin / FHWA (1 Mtg. - Austin)	10					10			4	24		\$ 4,694.28
8. Continue to Oversee / Development of 4-Lane Schematic L&G Engineering and S&B Infrastructure (W.A. No.1)	4		16	24		40	40	24	40	188		\$ 22,267.48
9. QA/QC Schematic (100%)	2	0	40	60		24	24	16	40	206		\$ 29,264.82
10. Prepare Decision Matrix for Environmental Consultant										0		\$ -
11. Continue to Oversee Surveyors Including Right of Entry Assistance for 100 Parcels (DOS Logistics / Quintanilla) (Assisted by Aranda and Associates - Lead)	2		2	0		10	10		10	34		\$ 3,968.78
12. Hold / Lead Final Public Involvement Meeting (1 Additional Mtg.) Including Prepare Exhibits (Partial Deletion, Actual meeting in future WA)	10		3.05	0		0	0	0	0	13		\$ 3,840.39
13. Negotiate/Prepare W.A. No. 2 with L&G and S&B For PS&E Development including monitoring PS&E Development From 9/1/13 to 12/31/13 (4.0 Months)										0		\$ -
14. Negotiate/Prepare WA No. 2 for DOS and Quintanilla for SH 365 (Assist By Aranda & Associates)										0		\$ -
15. Meet with Hunt Development (Mission - 2 Mtgs) (2 hrs. / Mtgs)(Inc. Prep Time)	6		6			16	16		4	48		\$ 7,139.82
16. Assist HDR in Developing TIFIA Application (NOT in this Supplemental)	0	0	0	0		0	0	0	0	0		\$ -
<b>Subtotal</b>	<b>88</b>	<b>0</b>	<b>157.05</b>	<b>200</b>	<b>0</b>	<b>296</b>	<b>134</b>	<b>68</b>	<b>178</b>	<b>1121</b>	<b>0</b>	<b>\$ 165,672.99</b>
<b>M. Continue to Oversee SH 365 Segment No. 4 (US 281 / Military) (6.0 Months) from July 1, 2013 to December 31, 2013</b>												
1. Oversee Environmental Clearance by Atkins (Included in Item L)										0		\$ -
2. Oversee Engineer in Development of Drainage / Utilities/ Schematic / Survey / Warrant Studies / Illumination Studies (6.0 Months)	16		80	60	40	80	60	40	12	388		\$ 59,802.88
3. Negotiate/ Prepare WA No. 3 For TEDSI for Preparation of PS&E and Monitor PS&E for 11/1/13 To 12/31/13 (2.0 Months)										0		\$ -
4. Continue to Meet With City of Pharr Including Development of Exhibits to Analyze SH 365 (Segment No. 4) (US 281 / Road / San Juan Area) (2 Mtgs)	4		8			16		16	4	48		\$ 6,480.28
<b>Subtotal</b>	<b>20</b>	<b>0</b>	<b>88</b>	<b>60</b>	<b>40</b>	<b>96</b>	<b>60</b>	<b>56</b>	<b>16</b>	<b>436</b>	<b>0</b>	<b>\$ 66,283.16</b>
<b>N. Implementation of GIS Tools (SEE "GIS DANNENBAUM")</b>												
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
<b>O. Implementation Of Project Wise (SEE "IMPLEMENT PROJECTWISE-DANNENBAUM")</b>												
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
<b>P. Negotiate Oversee Toll Integrator (Consultants) (Delete future Work Authorization) (SEE "NEGOTIATE/OVERSEE TOLL INTEGRATOR (CONSULTANTS)-DANNENBAUM/HDR") from July 1, 2013 to December 31, 2013</b>												
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
<b>Q. Develop/Procure/Negotiate Services for various Consultants to be used on SH 365 and IBTC (SEE "PROCURE/NEGOTIATE VARIOUS CONSULTANTS SH 365 AND IBTC (Appraisal Consultants/Title Companies/ROW Agents)- DANNENBAUM")</b>												
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
<b>R. Additional Tasks Required From September 1, 2013 to December 31, 2013</b>												
1. Additional field effort based on TxDOT Pharr District Comment to Draft EA			24			53			9	86		\$ 12,930.43
2. ETT Sharyland Utility / AEP Transmission Project	20		80			80	152	80		412		\$ 55,061.80
3. VRF Bond sale documentation	15		18			60				93		\$ 16,650.45
<b>Subtotal</b>	<b>35</b>	<b>0</b>	<b>122</b>	<b>0</b>	<b>0</b>	<b>193</b>	<b>152</b>	<b>80</b>	<b>9</b>	<b>591</b>	<b>0</b>	<b>\$ 84,642.68</b>

DANNENBAUM ENGINEERING CORPORATION  
 Program Management Services for the HCRMA Roadway System

SA No. 6 to WA No. 6  
 Schedule Duration: (July 1, 2013 to December 31, 2013)  
 All Deletions/Additions in Red

EXHIBIT 'D'-Modified Fee Schedule Budget  
 for SA NO. 6 TO WA NO. 6  
 Hidalgo County Regional Mobility Authority (HCRMA)  
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PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/Program Manager	QA/QC Officer/Independent Engineer Officer	Deputy Program Manager (Engineer VI)	Senior Engineer (Engineer V)	Project Engineer (Engineer IV)	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
<b>LABOR MANHOURS TOTAL</b>	315	0	431	324	40	967	356	240	508	3,181	CHECK (MHRs):	
LABOR RATE PER HOUR	\$ 314.59	\$ 292.49	\$ 227.70	\$ 176.09	\$ 157.87	\$ 130.55	\$ 97.15	\$ 66.79	\$ 60.72		3,181	
TOTAL DIRECT LABOR COSTS	\$ 99,095.85	\$ -	\$ 98,150.09	\$ 57,053.16	\$ 6,314.80	\$ 126,241.85	\$ 34,585.40	\$ 16,029.60	\$ 30,845.76	\$ 468,316.51		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	21.16%	0.00%	20.96%	12.18%	1.35%	26.96%	7.39%	3.42%	6.59%	100.00%	CHECK (LABOR):	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	9.90%	0.00%	13.55%	10.19%	1.26%	30.40%	11.19%	7.54%	15.97%	100.00%	\$ 468,316.51	
PERCENT LABOR UTILIZATION PER MONTH @ 170 MHR/MO (LABOR HOURS / 6.0 MO / 170 MHR/MO)	30.88%	0.00%	42.26%	31.76%	3.92%	94.80%	34.90%	23.53%	49.80%			
<b>TOTAL DIRECT LABOR COST</b>											\$ 468,316.51	
<b>DIRECT EXPENSES</b>	Rate	Unit	Amount	Total								
Lodging / Hotel (\$100.00 / DAY)	\$ 100.00	Each	6	\$ 600.00							\$ 600.00	
Meals (\$30.00 / DAY)	\$ 30.00	Each	6	\$ 180.00							\$ 180.00	
Rental Car	\$ 90.00	Each	6	\$ 540.00							\$ 540.00	
Air Travel	\$ 500.00	Each	4	\$ 2,000.00							\$ 2,000.00	
Parking	\$ 14.00	Each	4	\$ 56.00							\$ 56.00	
Overnight Mail - letter size	\$ 50.00	Each	40	\$ 2,000.00							\$ 2,000.00	
Courier Services	\$ 50.00	Each	40	\$ 2,000.00							\$ 2,000.00	
Photocopies B/W (8.5 X 11)	\$ 0.10	Each	20,000	\$ 2,000.00							\$ 2,000.00	
Photocopies B/W (11 X 17)	\$ 0.20	Each	4,616.50	\$ 923.30							\$ 923.30	
Photocopies Color (8.5 X 11)	\$ 0.70	Each	200	\$ 140.00							\$ 140.00	
Photocopies Color (11 X 17)	\$ 1.25	Each	1,000	\$ 1,250.00							\$ 1,250.00	
Color Graphics on Foam Board	\$ 5.00	Each	300	\$ 1,500.00							\$ 1,500.00	
Newspaper Advertisement	\$ 3,000.00	Each		\$ -							\$ -	
Court Reporter (Public Hearings & Transcription)	\$ 100.00	Each		\$ -							\$ -	
Translator (English to Spanish or Sign Language)	\$ 150.00	Each		\$ -							\$ -	
Public Involvement Facility Rental	\$ 500.00	Each		\$ -							\$ -	
Public Outreach Liaison - (6 Months - July, Aug., Sept., Oct., Nov., Dec. 2013)	\$ 15,000.00	Month	6	\$ 90,000.00							\$ 90,000.00	
Accounting Support Services	\$ 100.00	Each	100	\$ 10,000.00							\$ 10,000.00	
IT / Support Services (includes time on ProjectWise Implementation/Data Organization @ 60 hrs)	\$ 80.00	Each	160	\$ 12,800.00							\$ 12,800.00	
Management Support Services	\$ 80.00	Each	600	\$ 48,000.00							\$ 48,000.00	
Community Action Support	\$ 90.00	Each	600	\$ 54,000.00							\$ 54,000.00	
<b>TOTAL DIRECT EXPENSES</b>											\$ 227,989.30	\$ 227,989.30
<b>CONTINUATION OF CORE PROGRAM MANAGEMENT CONSULTANT / GENERAL ENGINEERING CONSULTANT SERVICES (SUBCONSULTANTS) (6.0 Months)</b>												<b>DBE Participation</b>
BLANTON & ASSOCIATES, INC. - FC 120 (DBE)	ENVIRONMENTAL SERVICES OVERSIGHT										\$ 58,537.45	4.07%
ARANDA & ASSOCIATES, INC. - FC 130 (DBE)	SURVEY/UTILITY OVERSIGHT										\$ 67,193.06	4.67%
GUZMAN & MUNOZ ENGINEERING AND SURVEYING, INC. (DBE)											\$ -	N/A
HDR ENGINEERING, INC.	ASSIST IN REVIEW AND OVERSIGHT OF OVERWEIGHT CORRIDOR STUDY; TOLL CONSULTANT WA. NO. 1 & WA NO. 2										\$ -	N/A
UNINTECH CONSULTING ENGINEERS (DBE)											\$ -	N/A
<b>SUBTOTAL - CONTINUATION OF CORE PROGRAM MANAGEMENT CONSULTANT / GENERAL ENGINEERING CONSULTANT SERVICES (SUBCONSULTANTS) (6.0 Months)</b>											\$ 125,730.51	\$ 125,730.51
<b>TOTAL - CONTINUATION OF CORE PROGRAM MANAGEMENT CONSULTANT / GENERAL ENGINEERING CONSULTANT SERVICES (PRIME+SUBCONSULTANTS) (6.0 Months)</b>												\$ 822,036.32
<b>ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (PRIME+SUBCONSULTANTS) (6.0 Months)</b>												<b>DBE Participation</b>
A. INPUT DATA FOR 485 PARCELS-TRZ (SECT. A (WEST), SH 365, and IBTC)-DANNENBAUM	Prime: \$ 62,661.60 Subconsultant: \$ -										\$ 62,661.60	N/A
B. OVERWEIGHT CORRIDOR-DANNENBAUM	Prime: \$ 20,424.64 Subconsultant: \$ -										\$ 20,424.64	N/A
C. ASSIST HCRMA E.D. WITH PROCURE/NEGOTIATE/DEVELOP/OVERSEE CONSULTANT CONTRACTS FOR IBTC (ENG./ROW SURVEYORS/GEOTECH)-DANNENBAUM/ARANDA	Prime: \$ 44,118.14 Subconsultant: \$ 1,935.60										\$ 46,053.74	0.13%
D. LOCAL ENVIRONMENTAL CLEARANCE (EA) /OVERSEE ENG. IBTC-DANNENBAUM/BLANTON	Prime: \$ 16,206.00 Subconsultant: \$ 34,584.94										\$ 50,790.94	2.41%
E. E. NEGOTIATE/DEVELOP/OVERSEE W.A. NO. 2 FOR ENG PS&E (L&G/S&B) & W.A. NO. 3 FOR ENG PS&E (TEDSI)-DANNENBAUM	Prime: \$ 82,214.86 Subconsultant: \$ -										\$ 82,214.86	N/A
F. IMPLEMENT PROJECTWISE-DANNENBAUM	Prime: \$ 13,728.90 Subconsultant: \$ -										\$ 13,728.90	N/A
G. NEGOTIATE/DEVELOP/OVERSEE TOLL INTEGRATOR (CONSULTANTS)-DANNENBAUM/HDR	Prime: \$ 2,653.83 Subconsultant: \$ -										\$ 2,653.83	N/A
H. ASSIST HCRMA E.D. TO PROCURE/NEGOTIATE VARIOUS CONSULTANTS SH 365 AND IBTC (Appraisal Consultants/Title Companies/ROW Agents)-DANNENBAUM	Prime: \$ 17,801.34 Subconsultant: \$ -										\$ 17,801.34	N/A
I. GIS-DANNENBAUM	Prime: \$ 177,720.74 Subconsultant: \$ -										\$ 177,720.74	N/A
J. VALUE ENGINEERING-IBTC-DANNENBAUM/HDR	Prime: \$ 79,162.12 Subconsultant: \$ 62,216.38										\$ 141,378.50	N/A
<b>SUBTOTAL - ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (PRIME+SUBCONSULTANTS) (6.0 Months)</b>											\$ 615,429.09	\$ 615,429.09
<b>TOTAL - ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (PRIME+SUBCONSULTANTS) (6.0 Months)</b>												\$ 615,429.09
<b>GRAND TOTAL</b>												\$ 1,437,465.41
											DBE PARTICIPATION: \$ 162,251.05	11.29%

DANNENBAUM ENGINEERING CORPORATION  
 Program Management Services for the HCRMA Roadway System  
 SA No. 4 to WA No. 6 (Revision No. 2 06/24/2013)  
 Subconsultant: Blanton and Associates, Inc.  
 Schedule Duration: (July 1, 2013 to December 31, 2013)  
 All Deletions/Additions in Red

EXHIBIT 'D'-Modified Fee Schedule Budget  
 for SA NO. 6 TO WA NO. 6 (Revision No. 2)  
 Hidalgo County Regional Mobility Authority (HCRMA)  
 Program Management Consultant  
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 (Modifying Exhibit D from S.A. No. 4 to W.A. No. 6)

ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH FOR TASKS ASSOCIATED WITH  
 THE SH 365 (SEGMENTS 1, 2, 3 AND 4) FROM ANZALDUAS ROAD TO SPUR 600 TXDOT INSPECTION STATION AT PHARR BRIDGE AND FEDERAL ENVIRONMENTAL CLEARANCE OF  
 THE SH 365 (SEGMENTS 1, 2, 3 AND 4) AND IBTC INCLUDING ENVIRONMENTAL TASKS ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE RIGHT OF WAY MAPPING  
 ENGINEERING OF THE IBTC

PROGRAM MANAGEMENT SERVICES	Project Principal	Sr. Project Manager	Project Manager	Sr. Env. Specialist	Env. Specialist III	Env. Planner II	Env. Specialist II	Env. Specialist I	Env. Tech II	Env. Tech I	GIS	GIS Tech	Clerical	Total Labor Hrs.	Remarks	Task Cost	
DESCRIPTION																	
<b>K. IBTC (6.0 Months) (SEE "LOCAL ENVIRONMENTAL CLEARANCE/OVERSEE ENG. IBTC-DANNENBAUM/BLANTON LOCAL CLEARANCE/OVERSEE ENG IBTC") from July 1, 2013 to December 31, 2013</b>																	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	
<b>L. SH 365 (Segment No. 1,2,3 and 4) (Incl. TCC at GSA Anzalduas Bridge) Include Negotiations of Limit Change to FM 1016 (6.0 Months) from July 1, 2013 to December 31, 2013</b>																	
1. Continue to Oversee Development by Atkins of Environmental Assessment (EA) (6.0 Months)	40	80			0	0							20	140		\$ 22,678.80	
2. Continue to Attend Monthly Meetings and Report to HCRMA Board on Environmental With Atkins Assisting (2 Months @ 10 Hrs./Mtg. with Travel)	10	10						0					4	24		\$ 3,860.80	
3. Continue to Revise Develop Classification Letter to TxDOT /FHWA With Atkins Assistance (6.0 Months)	0	0											0	0		\$ -	
4. Continue to Attend Meetings With TxDOT (Pharr District) (2 Mtgs - 5 hrs/ Mtg.) (6.0 Months)	5	10											4	19		\$ 2,915.85	
5. Continue to Attend Meetings With TxDOT (Austin) (1 Mtgs - 5 hrs/ Mtg.) (6.0 Months)	5	5											4	14		\$ 2,038.40	
6. QA/QC (60%;90% Final) Submittal of EA	40	60		0	40								10	150		\$ 23,488.60	
	100	165	0	0	40	0	0	0	0	0	0	0	42	347	0	\$ 54,982.45	
<b>M. Conitnue to Oversee SH 365 (Segment 4) at (US 281 / Military) (6.0 Months)-Included in Segment 1 and 2 from July 1, 2013 to December 31, 2013</b>																	
1. QA/QC of SH 365 EA (Included in Segments 1 and 2)	0	0			0								0	0		\$ -	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	
<b>HOURS TOTAL</b>	100	165	0	0	40	0	0	0	0	0	0	0	42	347		\$ 54,982.45	
<b>LABOR RATE PER HOUR</b>	\$188.99	\$175.49	\$148.49	\$134.99	\$121.49	\$107.99	\$94.49	\$81.00	\$67.50	\$62.10	\$94.49	\$54.00					
<b>TOTAL DIRECT LABOR COSTS</b>	\$ 18,899.00	\$ 28,955.85	\$ -	\$ -	\$ 4,859.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,268.00	\$ 54,982.45			
<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)</b>	34.37%	52.66%	0.00%	0.00%	8.84%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	4.12%	100.00%	CHECK		
<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)</b>	28.82%	47.55%	0.00%	0.00%	11.53%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	12.10%	100.00%	\$ 54,982.45		
<b>TOTAL DIRECT LABOR COST</b>																\$ 54,982.45	
<b>DIRECT EXPENSES</b>	<b>Rate</b>	<b>Unit</b>	<b>Amount</b>	<b>Total</b>													
Lodging / Hotel (\$85 / DAY)	\$ 85.00	Each	2	\$ 170.00													
Meals (\$30.00 / DAY)	\$ 30.00	Each	2	\$ 60.00													
Mileage	\$ 0.510	Each	200	\$ 102.00													
Air Travel	\$ 500.00	Each	4	\$ 2,000.00													
Parking	\$ 14.00	Each	2	\$ 28.00													
Express Mail (Fed Ex)	\$ 25.00	Each	0	\$ -													
Courier Services	\$ 50.00	Each	6	\$ 300.00													
Photocopies B/W (8.5 X 11)	\$ 0.10	Each	500	\$ 50.00													
Photocopies B/W (11 X 17)	\$ 0.20	Each	100	\$ 20.00													
Photocopies Color (11 X 17)	\$ 1.25	Each	500	\$ 625.00													
Plots (B/W on Bond)	\$ 1.00	Each	200	\$ 200.00													
Plots (Color on Bond)	\$ 2.00	Each		\$ -													
Plots (Color on Photographic Paper)	\$ 2.00	Each	0	\$ -													
Color Graphics on Foam Board	\$ 5.00	Each	0	\$ -													
Newspaper Advertisement	\$ 3,000.00	Each	0	\$ -													
<b>TOTAL DIRECT EXPENSES</b>					\$ 3,555.00												
<b>GRAND TOTAL</b>																\$ 58,537.45	
<b>ASSUMPTIONS</b>	NONE																

ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH FOR TASKS ASSOCIATED WITH  
 THE SH 365 (SEGMENTS 1, 2, 3 AND 4) FROM ANZALDUAS ROAD TO SPUR 600 TXDOT INSPECTION STATION AT PHARR BRIDGE AND FEDERAL ENVIRONMENTAL  
 CLEARANCE OF THE SH 365 (SEGMENTS 1, 2, 3 AND 4) AND IBTC INCLUDING ENVIRONMENTAL TASKS ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE  
 RIGHT OF WAY MAPPING ENGINEERING OF THE IBTC

PROGRAM MANAGEMENT SERVICES	Principal/ Sr. Manager	Surveyor (RPLS)/Engineer	Abstractor/ Researcher	Survey / CADD Tech	GIS Tech	CAD Operator	Microstation CAD Station	ESRI ArcInfo / Arcview Station	Clerical / Admin	Sr. Field Survey Tech (Party Chief)	2-person Field Crew	3-Person Field Crew	Total Labor Hrs.	Remarks	Task Cost
DESCRIPTION															
<b>K. IBTC (6.0 Months) (FOR ITEM 3 SEE "PROCURE/NEGOTIATE/DEVELOP CONSULTANT CONTRACTS FOR IBTC (ENG./ROW SURVEYORS/GEOTECH)-DANNENBAUM/ARANDA") from July 1, 2013 to December 31, 2013</b>															
1.) Continue to Coordinate / Manage Low Level Flight (By Dannenbaum)	0	0	0	0	0	0	0	0	0	0	0	0	0		\$ -
2.) QA/QC Low Level Flight (Next Work Authorization) (By Dannenbaum)													0		\$ -
3.) Assist Procuring/Negotiating Right of Way Mapping Contracts (3 Contracts)															\$ -
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
<b>L. SH 365 (Segment 1,2,3 and 4)-(DLS, QHA, TEDSI) (6.0 Months) from July 1, 2013 to December 31, 2013</b>															
1.) Coordinate / Manage Surveyors (Topo)	80	24		24					24				152		\$ 21,748.24
2.) Coordinate Manage Surveyors (R.O.W)	80	24		24					24				152		\$ 21,748.24
3.) Obtain Right of Entry from Old TCC Connection with IBTC to US 281 (Approx. 52 Parcels)	0	0	0	0					0				0		\$ -
4.) Prepare Information / Hold Monthly Utility Meetings	40	10	10						16				76		\$ 10,789.58
5.) Review Utility Maps (90%)	60	0											60		\$ 12,612.00
<b>Subtotal</b>	<b>260</b>	<b>58</b>	<b>10</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>376</b>	<b>64</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>440</b>	<b>0</b>	<b>\$ 66,898.06</b>
<b>HOURS TOTAL</b>	<b>260</b>	<b>58</b>	<b>10</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>376</b>	<b>64</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>440</b>		
<b>LABOR RATE PER HOUR</b>	<b>\$ 210.20</b>	<b>\$ 112.23</b>	<b>\$ 69.96</b>	<b>\$ 58.30</b>	<b>\$ 58.30</b>	<b>\$ 52.47</b>	<b>\$ 10.20</b>	<b>\$ 10.20</b>	<b>\$ 34.98</b>	<b>\$ 69.96</b>	<b>\$ 129.72</b>	<b>\$ 161.78</b>			
<b>TOTAL DIRECT LABOR COSTS</b>	<b>\$ 54,652.00</b>	<b>\$ 6,509.34</b>	<b>\$ 699.60</b>	<b>\$ 2,798.40</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,835.20</b>	<b>\$ 2,238.72</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 70,733.26</b>		
<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)</b>	<b>77.26%</b>	<b>9.20%</b>	<b>0.99%</b>	<b>3.96%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>5.42%</b>	<b>3.17%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>100.00%</b>	<b>CHECK</b>	
<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)</b>	<b>59.09%</b>	<b>13.18%</b>	<b>2.27%</b>	<b>10.91%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>85.45%</b>	<b>14.55%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>100.00%</b>	<b>\$ 70,733.26</b>	
<b>TOTAL DIRECT LABOR COST</b>															<b>\$ 66,898.06</b>
<b>DIRECT EXPENSES</b>	<b>Rate</b>	<b>Unit</b>	<b>Amount</b>	<b>Total</b>											<b>\$ -</b>
Overnight Mail - Letter size	\$ 50.00	Each		\$ -											\$ -
Courier Services	\$ 50.00	Each	5	\$ 250.00											\$ 250.00
Photocopies B/W (8.5 X 11)	\$ 0.10	Each	200	\$ 20.00											\$ 20.00
Photocopies B/W (11 X 17)	\$ 0.20	Each	125	\$ 25.00											\$ 25.00
Photocopies Color (8.5 X 11)	\$ 0.70	Each		\$ -											\$ -
Photocopies Color (11 X 17)	\$ 1.25	Each		\$ -											\$ -
Plots (Color on Bond)	\$ 2.00	Linear Foot		\$ -											\$ -
<b>TOTAL DIRECT EXPENSES</b>				<b>\$ 295.00</b>											<b>\$ 295.00</b>
<b>GRAND TOTAL</b>															<b>\$ 67,193.06</b>
<b>ASSUMPTIONS</b>															
NONE															

Subconsultant: **Guzman & Munoz Engineering and Surveying, Inc.**

Schedule Duration: (July 1, 2013 to December 31, 2013)

**■**: All Deletions/Additions in Red

Supplemental No. 6 to Work Authorization No. 6

(Modifying Exhibit D from S.A. No. 4 to W.A. No. 6)

ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH FOR TASKS ASSOCIATED WITH  
 THE SH 365 (SEGMENTS 1, 2, 3 AND 4) FROM ANZALDUAS ROAD TO SPUR 600 TXDOT INSPECTION STATION AT PHARR BRIDGE AND FEDERAL ENVIRONMENTAL  
 CLEARANCE OF THE SH 365 (SEGMENTS 1, 2, 3 AND 4) AND IBTC INCLUDING ENVIRONMENTAL TASKS ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE RIGHT OF  
 WAY MAPPING ENGINEERING OF THE IBTC

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal Engineer	QA/QC Manager	Project Manager	Senior Engineer	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
K. Continue IBTC (6.0 Months) from July 1, 2013 to December 31, 2013										
Assist in Negotiating Engineering Contracts (Utilities)	0	0	0	0	0	0	0	0		\$ -
<i>Subtotal</i>	0	0	0	0	0	0	0	0	0	\$ -
General Administration								0		
F. Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy) from July 1, 2013 to December 31, 2013								0		\$ -
<i>Subtotal</i>	0	0	0	0	0	0	0	0	0	\$ -
HOURS TOTAL	0	0	0	0	0	0	0	0		
LABOR RATE PER HOUR	\$ 188.65	\$ 134.75	\$ 134.75	\$ 156.31	\$ 86.24	\$ 59.29	\$ 40.43			
TOTAL DIRECT LABOR COSTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	CHECK	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	
<b>TOTAL DIRECT LABOR COST</b>										<b>\$ -</b>
<b>DIRECT EXPENSES</b>	Rate	Unit	Amount	Total						
Overnight Mail - letter size	\$ 50.00	Each		\$ -						\$ -
Courier Services	\$ 50.00	Each		\$ -						\$ -
Photocopies B/W (8.5 X 11)	\$ 0.10	Each		\$ -						\$ -
Photocopies B/W (11 X 17)	\$ 0.20	Each		\$ -						\$ -
Photocopies Color (8.5 X 11)	\$ 0.70	Each		\$ -						\$ -
Photocopies Color (11 X 17)	\$ 1.25	Each		\$ -						\$ -
Plots (Color on Bond)	\$ 2.00	Linear Foot		\$ -						\$ -
<b>TOTAL DIRECT EXPENSES</b>										<b>\$ -</b>
<b>GRAND TOTAL</b>										<b>\$ -</b>
<b>ASSUMPTIONS</b>										
NONE										

DANNENBAUM ENGINEERING CORPORATION  
 Program Management Services for the HCRMA Roadway System  
 SA No. to WA No. 6

Subconsultant: HDR Engineering

Schedule Duration: (July 1, 2013 to December 31, 2013)

All Deletions/Additions in Red

EXHIBIT 'D'-Modified Fee Schedule Budget  
 for SA NO. 6 TO WA NO. 6 (Revision 2)  
 Hidalgo County Regional Mobility Authority (HCRMA)  
 Program Management Consultant  
 Supplemental No. 6 to Work Authorization No. 6  
 (Modifying Exhibit D from S.A. No. 4 to W.A. No. 6)

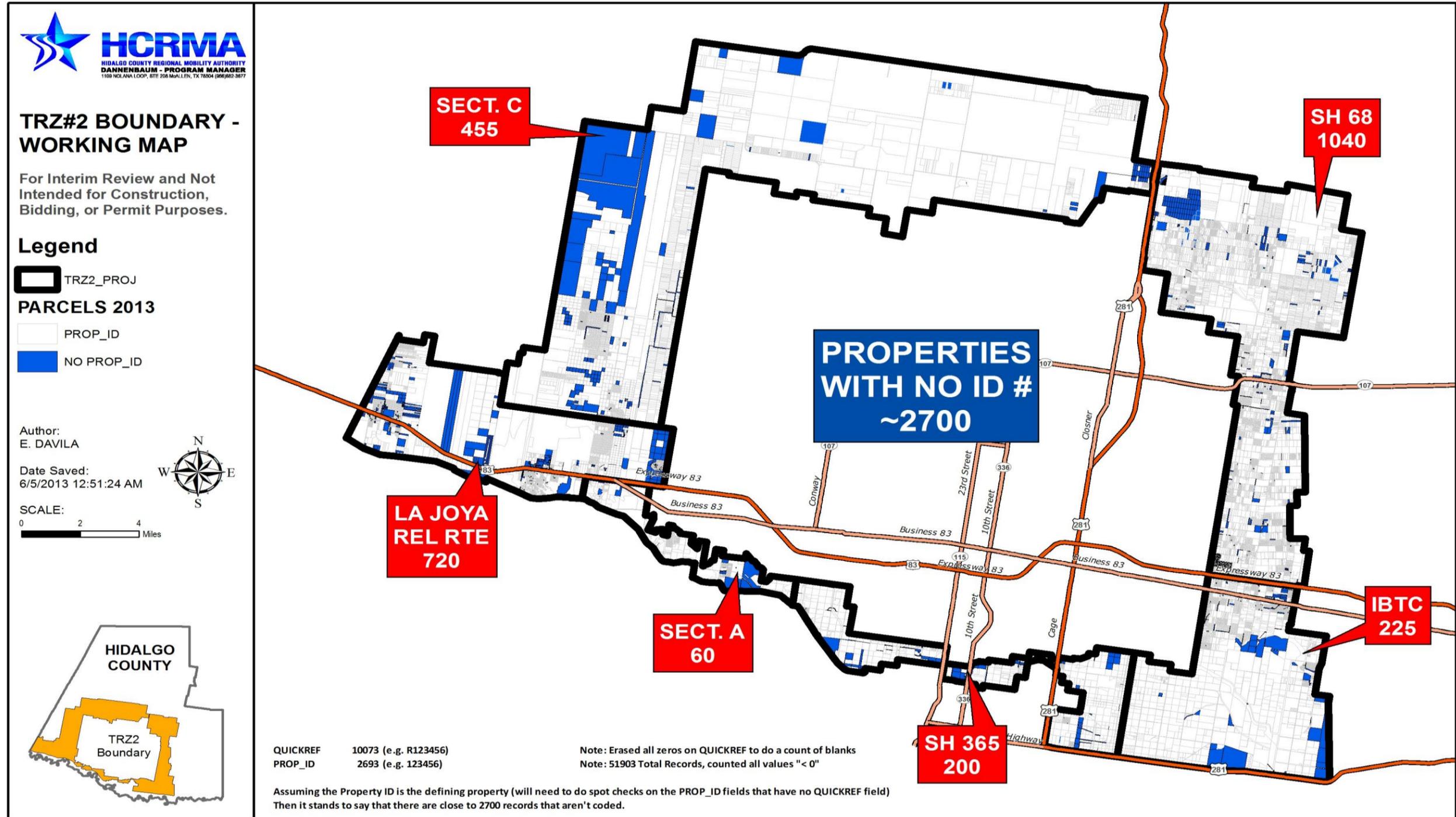
ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH FOR TASKS ASSOCIATED WITH  
 THE SH 365 (SEGMENTS 1, 2, 3 AND 4) FROM ANZALDUAS ROAD TO SPUR 600 TXDOT INSPECTION STATION AT PHARR BRIDGE AND FEDERAL ENVIRONMENTAL CLEARANCE OF  
 THE SH 365 (SEGMENTS 1, 2, 3 AND 4) AND IBTC INCLUDING ENVIRONMENTAL TASKS ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE RIGHT OF WAY MAPPING  
 ENGINEERING OF THE IBTC

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Funding Revenue Specialist	Procurement Specialist	Budgets / Contracts / Controls	Senior Engineer (V)	Project Engineer (IV)	Senior Designer	Document Control Specialist	Admin Assistant	Total Labor Hrs.	Remarks	Task Cost
Q. Oversee Toll Integrator (Consultants) (SEE "NEGOTIATE/OVERSEE TOLL INTEGRATOR (CONSULTANTS)-DANNENBAUM/HDR") (Delete Future WA)											
1. Finalize Previous Solution / Negotiate / Prepare Contract and WA No. 1 to Develop Overall Toll Strategy with HDR Assistance									0		\$ -
2. Negotiate / Prepare WA No. 2 To Prepare Preliminary Engineering For SH 365 Toll Integrator with HDR Assistance									0		\$ -
3. Oversee / Manage WA No. 1-Toll Integrator (Consultants)									0		\$ -
4. Oversee / Manage WA No. 2-Toll Integrator (Consultants)									0		\$ -
	0	0	0	0	0	0	0	0	0	0	\$ -
HOURS TOTAL	0	0	0	0	0	0	0	0	0		
LABOR RATE PER HOUR	\$ 254.62	\$ 266.20	\$ 202.54	\$ 167.82	\$ 150.46	\$ 92.59	\$ 72.34	\$ 57.87			
TOTAL DIRECT LABOR COSTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	CHECK	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	
TOTAL DIRECT LABOR COST											\$ -
DIRECT EXPENSES	Rate	Unit	Amount	Total							
Lodging / Hotel (\$100.00 / DAY)	\$ 100.00	Each		\$ -							\$ -
Meals (\$30.00 / DAY)	\$ 30.00	Each		\$ -							\$ -
Rental Car	\$ 90.00	Each		\$ -							\$ -
Air Travel	\$ 500.00	Each		\$ -							\$ -
Overnight Mail - letter size	\$ 50.00	Each		\$ -							\$ -
Courier Services	\$ 50.00	Each		\$ -							\$ -
Photocopies B/W (8.5 X 11)	\$ 0.10	Each		\$ -							\$ -
Photocopies B/W (11 X 17)	\$ 0.20	Each		\$ -							\$ -
Photocopies Color (8.5 X 11)	\$ 0.70	Each		\$ -							\$ -
Photocopies Color (11 X 17)	\$ 1.25	Each		\$ -							\$ -
Plots (Color on Bond)	\$ 2.00	Linear Foot		\$ -							\$ -
TOTAL DIRECT EXPENSES											\$ -
GRAND TOTAL											\$ -
ASSUMPTIONS	NONE										

ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH FOR TASKS ASSOCIATED WITH  
 THE SH 365 (SEGMENTS 1, 2, 3 AND 4) FROM ANZALDUAS ROAD TO SPUR 600 TXDOT INSPECTION STATION AT PHARR BRIDGE AND FEDERAL ENVIRONMENTAL CLEARANCE  
 OF THE SH 365 (SEGMENTS 1, 2, 3 AND 4) AND IBTC INCLUDING ENVIRONMENTAL TASKS ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE RIGHT OF WAY MAPPING  
 ENGINEERING OF THE IBTC

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Senior Project Manager	QA/QC Officer	Project Manager	Senior Engineer	Project Engineer	Engineering Intern (EIT)	Senior Designer	Engineering Tech/CADD	Total Labor Hrs.	Remarks	Task Cost
L. SH 365/Segment 1,2,3 and 4)(Inc. TCC at GSA Anzalduas Bridge)(6.0 Months) (In SA No. 4 To WA No. 6) from July 1, 2013 to December 31, 2013									0		\$ -
	0	0	0	0	0	0	0	0	0	0	\$ -
HOURS TOTAL	0	0	0	0	0	0	0	0	0		
LABOR RATE PER HOUR	\$ 188.99	\$ 175.49	\$ 148.49	\$ 134.99	\$ 121.49	\$ 107.99	\$ 94.49	\$ 81.00			
TOTAL DIRECT LABOR COSTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	CHECK	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		\$ -
TOTAL DIRECT LABOR COST											\$ -
DIRECT EXPENSES	Rate	Unit	Amount	Total							
Lodging / Hotel (\$100.00 / DAY)	\$ 100.00	Each	0	\$ -							\$ -
Meals (\$30.00 / DAY)	\$ 30.00	Each	0	\$ -							\$ -
Rental Car	\$ 90.00	Each	0	\$ -							\$ -
Air Travel	\$ 500.00	Each	0	\$ -							\$ -
Overnight Mail - letter size	\$ 50.00	Each	0	\$ -							\$ -
Courier Services	\$ 50.00	Each		\$ -							\$ -
Photocopies B/W (8.5 X 11)	\$ 0.10	Each		\$ -							\$ -
Photocopies B/W (11 X 17)	\$ 0.20	Each	0	\$ -							\$ -
Photocopies Color (8.5 X 11)	\$ 0.70	Each		\$ -							\$ -
Photocopies Color (11 X 17)	\$ 1.25	Each		\$ -							\$ -
Plots (Color on Bond)	\$ 2.00	Linear Foot		\$ -							\$ -
TOTAL DIRECT EXPENSES											\$ -
GRAND TOTAL											\$ -
ASSUMPTIONS	NONE										

A. INPUT DATA FOR 485 PARCELS-TRZ (SECT. A (WEST), SH 365, and IBTC)-DANNENBAUM









C. PROCURE/NEGOTIATE/DEVELOP/OVERSEE CONSULTANT CONTRACTS FOR IBTC (ENG./ROW SURVEYORS/GEOTECH)-ARANDA

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Sr. Manager	Surveyor (RPLS)/Engineer	Abstractor/ Researcher	Survey / CADD Tech	GIS Tech	CAD Operator	Microstation CAD Station	ESRI ArcInfo / Arcview Station	Clerical / Admin	Sr. Field Survey Tech (Party Chief)	2-person Field Crew	3-Person Field Crew	Total Labor Hrs.	Remarks	Task Cost
K. IBTC (6.0 Months) from July 1, 2013 to December 31, 2013															
1.) Assist Procuring/Negotiating Right of Way Mapping Contracts (3 Contracts)		16							4				20		\$ 1,935.60
<b>Subtotal</b>	0	16	0	0	0	0	0	0	4	0	0	0	20	0	\$ 1,935.60
<b>HOURS TOTAL</b>	0	16	0	0	0	0	0	0	4	0	0	0	20		
<b>LABOR RATE PER HOUR</b>	\$ 210.20	\$ 112.23	\$ 69.96	\$ 58.30	\$ 58.30	\$ 52.47	\$ 10.20	\$ 10.20	\$ 34.98	\$ 69.96	\$ 129.72	\$ 161.78			
<b>TOTAL DIRECT LABOR COSTS</b>	\$ -	\$ 1,795.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 139.92	\$ -	\$ -	\$ -	\$ 1,935.60		
<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)</b>	0.00%	92.77%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	7.23%	0.00%	0.00%	0.00%	100.00%	CHECK	
<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)</b>	0.00%	80.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	20.00%	0.00%	0.00%	0.00%	100.00%	\$ 1,935.60	
<b>TOTAL DIRECT LABOR COST</b>															\$ 1,935.60
<b>DIRECT EXPENSES</b>	Rate	Unit	Amount	Total											\$ -
															\$ -
															\$ -
															\$ -
<b>TOTAL DIRECT EXPENSES</b>															\$ -
<b>GRAND TOTAL</b>															\$ 1,935.60
<b>ASSUMPTIONS</b>															
NONE															



DANNENBAUM ENGINEERING CORPORATION  
 Program Management Services for the HCRMA Roadway System  
 SA No. 4 to WA No. 6

Subconsultant: Blanton and Associates, Inc.  
 Schedule Duration: (July 1, 2013 to December 31, 2013)  
 = All Deletions/Additions in Red

EXHIBIT 'D-Modified Fee Schedule Budget  
 for SA NO. 6 TO WA NO. 6  
 Hidalgo County Regional Mobility Authority (HCRMA)  
 Program Management Consultant  
 Supplemental No. 6 to Work Authorization No. 6  
 (Modifying Exhibit D from S.A. No. 4 to W.A. No. 6)

D. LOCAL ENVIRONMENTAL CLEARANCE (EA)/OVERSEE ENG. IBTC-BLANTON

PROGRAM MANAGEMENT SERVICES	Project Principal	Sr. Project Manager	Project Manager	Sr. Env. Specialist	Env. Specialist III	Env. Planner II	Env. Specialist II	Env. Specialist I	Env. Tech II	Env. Tech I	GIS	GIS Tech	Clerical	Total Labor Hrs.	Remarks	Task Cost	
DESCRIPTION																	
<b>K. IBTC (6.0 Months) from July 1, 2013 to December 31, 2013</b>																	
1. Continue to Assist in Overseeing Local Environmental Clearance (6 Months)	8	24			24									56		\$ 8,639.44	
2. Continue to Attend / Report at HCRMA Monthly Board Meetings for Environmental (Included with SH 365 Board Meetings) (1 Mtgs) (4 hrs / Mtg with Travel)														0		\$ -	
3. Continue to Coordinate / Attend Agency Meetings / Obtain Approval of Following Resource Agencies																	
* USIBWC	4	12			10								8	34		\$ 4,508.74	
* USACOE	4	12			10								8	34		\$ 4,508.74	
* US Fish and Wildlife (Delete Future WA)	0	0			0								0	0		\$ -	
4. Continue to QA/QC of Final Local Environmental Clearance Document and Assist in Recommending Local Clearance to HCRMA Board	16	40			16								8	80		\$ 12,419.28	
5. Additional review of ATKINS ENV. Archeology due to additional excavation required by TxDOT	4	12			10								8	34		\$ 4,508.74	
<i>Subtotal</i>	36	100	0	0	70	0	0	0	0	0	0	0	32	238	0	\$ 34,584.94	
<b>HOURS TOTAL</b>	36	100	0	0	70	0	0	0	0	0	0	0	32	238		\$ 34,584.94	
<b>LABOR RATE PER HOUR</b>	\$188.99	\$175.49	\$148.49	\$134.99	\$121.49	\$107.99	\$94.49	\$81.00	\$67.50	\$62.10	\$94.49	\$54.00					
<b>TOTAL DIRECT LABOR COSTS</b>	\$ 6,803.64	\$ 17,549.00	\$ -	\$ -	\$ 8,504.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,728.00	\$ 34,584.94			
<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)</b>	19.67%	50.74%	0.00%	0.00%	24.59%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	5.00%	100.00%	CHECK		
<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)</b>	15.13%	42.02%	0.00%	0.00%	29.41%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	13.45%	100.00%	\$ 34,584.94		
<b>TOTAL DIRECT LABOR COST</b>																\$ 34,584.94	
<b>DIRECT EXPENSES</b>	Rate	Unit	Amount	Total													
																	\$ -
																	\$ -
																	\$ -
																	\$ -
<b>TOTAL DIRECT EXPENSES</b>																\$ -	
<b>GRAND TOTAL</b>																\$ 34,584.94	
<b>ASSUMPTIONS</b>	NONE																







DANNENBAUM ENGINEERING CORPORATION  
 Program Management Services for the HCRMA Roadway System  
 SA No. 4 to WA No. 6

Subconsultant: HDR Engineering

Schedule Duration: (July 1, 2013 to December 31, 2013)

     = All Deletions/Additions in Red

EXHIBIT 'D-Modified Fee Schedule/Budget'  
 for SA NO. 4 TO WA NO. 6 SA NO. 6 TO WA NO. 6  
 Hidalgo County Regional Mobility Authority (HCRMA)  
 Program Management Consultant  
 Supplemental No. 6 to Work Authorization No. 6  
 (Modifying Exhibit D from S.A. No. 4 to W.A. No. 6)

G. NEGOTIATE/DEVELOP/OVERSEE TOLL INTEGRATOR (CONSULTANTS)-HDR

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Funding Revenue Specialist	Procurement Specialist	Budgets / Contracts / Controls	Senior Engineer (V)	Project Engineer (IV)	Senior Designer	Document Control Specialist	Admin Assistant	Total Labor Hrs.	Remarks	Task Cost
<b>Q. Oversee Toll Integrator (Consultants) (Delete future WA)</b>											
1. Finalize Previous Selection / Negotiate / Prepare Contract and WA No. 1 to Develop Overall Toll Strategy for Loop	0					0		0	0		\$ -
2. Negotiate / Prepare WA No. 2 To Prepare Preliminary Engineering For SH 365 Toll Integrator with HDR Assistance (Next W.A.)									0		\$ -
3. Oversee / Manage WA No. 1-Toll Integrator (Consultants) (Overall Toll Strategy for Loop) (3months)	0					0		0	0		\$ -
4. Oversee / Manage WA No. 2-Toll Integrator (Consultants) (Preliminary Engineering For SH 365) (Next W.A.)									0		\$ -
	0	0	0	0	0	0	0	0	0	0	\$ -
<b>HOURS TOTAL</b>	0	0	0	0	0	0	0	0	0		
<b>LABOR RATE PER HOUR</b>	\$ 254.62	\$ 266.20	\$ 202.54	\$ 167.82	\$ 150.46	\$ 92.59	\$ 72.34	\$ 57.87			
<b>TOTAL DIRECT LABOR COSTS</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)</b>	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	CHECK	
<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)</b>	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	
<b>TOTAL DIRECT LABOR COST</b>											\$ -
<b>DIRECT EXPENSES</b>	Rate	Unit	Amount	Total							
Lodging / Hotel (\$100.00 / DAY)	\$ 100.00	Each	0	\$ -							\$ -
Meals (\$30.00 / DAY)	\$ 30.00	Each	0	\$ -							\$ -
Rental Car	\$ 90.00	Each	0	\$ -							\$ -
Air Travel	\$ 500.00	Each	0	\$ -							\$ -
Overnight Mail - letter size	\$ 50.00	Each		\$ -							\$ -
Courier Services	\$ 50.00	Each		\$ -							\$ -
Photocopies B/W (8.5 X 11)	\$ 0.10	Each		\$ -							\$ -
Photocopies B/W (11 X 17)	\$ 0.20	Each		\$ -							\$ -
Photocopies Color (8.5 X 11)	\$ 0.70	Each		\$ -							\$ -
Photocopies Color (11 X 17)	\$ 1.25	Each		\$ -							\$ -
Plots (Color on Bond)	\$ 2.00	Linear Foot		\$ -							\$ -
<b>TOTAL DIRECT EXPENSES</b>											\$ -
<b>GRAND TOTAL</b>											\$ -
<b>ASSUMPTIONS</b>											
NONE											



**GIS-DANNENBAUM**

Schedule Duration: (July 1, 2013 to December 31, 2013)

**■** = All Deletions/Additions in Red

I. GIS-DANNENBAUM

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager	Senior Engineer (Engineer V) / GIS Implementation Manager	Project Engineer (Engineer IV) / Senior Programmer	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
<b>User Requirements</b>										
1. Conduct Stakeholder and Program Management Team GIS user requirements meeting ----> (Includes: x1 Workshop Meeting for 8 hour duration)		8	8	8				24		\$ 3,716.08
2. Develop GIS user requirements documentation and implementation plan ----> (Includes: Database, ProjectWise Implementation and Integration, Roadway Information Management Tools, ROW Acquisition Tools, Utility Adjustment Tools)		16	8				4	28		\$ 4,323.28
3. Present user requirements and implementation plan to Stakeholders and Program Management Team ----> (Includes: x1 Presentation Meeting for 1 hours)	1	1		1				3		\$ 621.23
<b>Subtotal</b>	<b>1</b>	<b>25</b>	<b>16</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>55</b>		<b>\$ 8,660.59</b>
<b>Database</b>										
1. Design, load and integrate HCRMA specific GIS data in ArcGIS Server / SQL Server central database with ProjectWise documents ----> (Potentially includes: Planned and Constructed Roadways, Facilities and Structures, ROW, Utility Adjustment, NEPA related Environmental Data such as Wetlands, Cultural Resources, Threatened and Endangered Species Habitat, Regulatory Database Review Data, Contract Specific Data, and Linked Documents such as Design/As-Built P&P Drawings, Various Specifications, Photos, etc.)		24	40	160				224		\$ 31,428.96
2. QAQC existing and HCRMA specific GIS database for compliance with Requirements	1	16		8				25		\$ 4,176.43
<b>Subtotal</b>	<b>1</b>	<b>40</b>	<b>40</b>	<b>168</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>249</b>		<b>\$ 35,605.39</b>
<b>Information Management Tools</b>										
1. Develop GIS roadway information management tools on Dannenbaum's application development server ----> (Includes: Data Identification Tool to access various Roadway feature types including ROW and Utility Adjustment database attributes using in the Map Interface and one click access to documents associated with Design / As-Built P&P Drawings, feature specifications, ROW descriptions, Survey Description, Bridges, Storm Water Inlets, Outfalls, Guard Rails, Toll Facilities, Utilities, etc.; also, includes access to contractual information associated with various Roadway related projects and Maintenance records)			80					80		\$ 12,629.60
2. Integrate document access through ArcGIS Server website application to documents being managed through Project Wise			24					24		\$ 3,788.88
3. QAQC / unit testing of the GIS roadway information management tools ----> (Includes: Test No. 1 by reviewer, Recovery of Test No. 1 by programmer, Test No. 2 of recovery by reviewer, Recovery of Test No. 2 by Programmer, and final Test by reviewer)		16	32	8				56		\$ 8,913.68
4. Migrate GIS roadway information management tools from Dannenbaum's application development server to Dannenbaum's production ArcGIS Server hosting environment ----> (Includes: Migration of software code and component pieces from the development environment to a live secure Internet production environment, loading of all users with password protected logins, final testing of the component piece and then release to the user community)		1	8	1				10		\$ 1,569.60
5. Develop GIS roadway information management tools user manual documentation and conduct user training ----> (Includes: Draft and final user manual documentation, training material documentation and x1 two hour training session)	2	2		2		24	4	34		\$ 3,088.30
<b>Subtotal</b>	<b>2</b>	<b>19</b>	<b>144</b>	<b>11</b>	<b>0</b>	<b>24</b>	<b>4</b>	<b>204</b>		<b>\$ 29,990.06</b>

**DANNENBAUM ENGINEERING CORPORATION**  
**Program Management Services for the HCRMA Roadway System**  
**SA No. 6 to WA No. 6**

**GIS-DANNENBAUM**

Schedule Duration: (July 1, 2013 to December 31, 2013)

**■ = All Deletions/Additions in Red**

**EXHIBIT 'D'-Modified Fee Schedule Budget**  
**for SA NO. 6 TO WA NO. 6**  
**Hidalgo County Regional Mobility Authority (HCRMA)**  
**Program Management Consultant**  
**Supplemental No. 6 to Work Authorization No. 6**  
**(Modifying Exhibit D from S.A. No. 4 to W.A. No. 6)**

**I. GIS-DANNENBAUM**

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager	Senior Engineer (Engineer V) / GIS Implementation Manager	Project Engineer (Engineer IV) / Senior Programmer	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
<b>ROW Acquisition Tools</b>										
1. Develop ROW acquisition tools on Dannenbaum's application development server ----> (Includes: Manage Data application with Grid, Add Record, Edit Record, Delete Record... The grid will include Identification, ROW Owner, Site Address, Comments, Survey, Abstracting, Appraisal, Acquisition Offer, Counter Offer, and Condemnation management components; Reports will include a ROW Detail Report and a ROW Overdue Report with same functionality as other Dannenbaum ROW client specific applications including Map-It functionality)			24					24		\$ 3,788.88
2. QAQC / unit testing of the ROW acquisition tools ----> (Includes: Test No. 1 by reviewer, Recovery of Test No. 1 by programmer, Test No. 2 of recovery by reviewer, Recovery of Test No. 2 by Programmer, and final Test by reviewer)	1	4	8	2				15		\$ 2,543.01
3. Migrate ROW acquisition tools from Dannenbaum's application development server to Dannenbaum's production ArcGIS Server hosting environment ----> (Includes: Migration of software code and component pieces from the development environment to a live secure Internet production environment, loading of all users with password protected logins, final testing of the component piece and then release to the user community)		1	8	1				10		\$ 1,569.60
4. Develop ROW acquisition tools user manual documentation and conduct user training ----> (Includes: Draft and final user manual documentation, training material documentation and x1 two hour training session)	1	2		2		24	4	33		\$ 2,773.71
<b>Subtotal</b>	<b>2</b>	<b>7</b>	<b>40</b>	<b>5</b>	<b>0</b>	<b>24</b>	<b>4</b>	<b>82</b>		<b>\$ 10,675.20</b>
<b>Utility Adjustment Tools</b>										
1. Develop utility adjustment tools on Dannenbaum's application development server ----> (Includes: Manage Data application with Grid, Add Record, Edit Record, Delete Record... The grid will include Identification, Utility Owner, Site Address, Comments, various Adjustment components; Reports will include a Utility Adjustment Detail Report and a Utility Adjustment Overdue Report)			120					120		\$ 18,944.40
2. QAQC / unit testing of the utility adjustment tools ----> (Includes: Test No. 1 by reviewer, Recovery of Test No. 1 by programmer, Test No. 2 of recovery by reviewer, Recovery of Test No. 2 by Programmer, and final Test by reviewer)	1	16	32	8				57		\$ 9,228.27
3. Migrate utility adjustment tools from Dannenbaum's application development server to Dannenbaum's production ArcGIS Server hosting environment ----> (Includes: Migration of software code and component pieces from the development environment to a live secure Internet production environment, loading of all users with password protected logins, final testing of the component piece and then release to the user community)		1	8	1				10		\$ 1,569.60
4. Develop utility acquisition tools user manual documentation and conduct user training ----> (Includes: Draft and final user manual documentation, training material documentation and x1 two hour training session)	1	2		2		24	4	33		\$ 2,773.71
<b>Subtotal</b>	<b>2</b>	<b>19</b>	<b>160</b>	<b>11</b>	<b>0</b>	<b>24</b>	<b>4</b>	<b>220</b>		<b>\$ 32,515.98</b>
<b>Helpdesk</b>										
1. Tech support ----> (Includes: Hands-on and phone tech support estimated at approximately 1 hour per week for an Eng. III and 1 hour per month for an Eng IV and 1 hour per month for an Eng V all for 7 months of support ----> June - December 2013)		7	7	28				42		\$ 5,993.12
<b>Subtotal</b>	<b>0</b>	<b>7</b>	<b>7</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>42</b>		<b>\$ 5,993.12</b>
<b>Data Maintenance</b>										
1. Perform database updates and maintenance to keep information current ----> (Includes: x1 Technician at 25% and x1 Engineer III at 10% and x1 GIS Manager at 5% for 7 months)		60		120		300		480		\$ 46,268.40
<b>Subtotal</b>	<b>0</b>	<b>60</b>	<b>0</b>	<b>120</b>	<b>0</b>	<b>300</b>	<b>0</b>	<b>480</b>		<b>\$ 46,268.40</b>



**DANNENBAUM ENGINEERING CORPORATION**  
**Program Management Services for the HCRMA Roadway System**  
**SA No. 6 to WA No. 6**  
*Prime: Dannenbaum Engineering Corporation*  
*Schedule Duration: VE Report finalized four weeks after end of VE*  
*(assumes one week comment period on draft VE report)*  
■ = All Deletions/Additions in Red

**EXHIBIT 'D'-Modified Fee Schedule Budget**  
**for SA NO. 6 TO WA NO. 6**  
**Hidalgo County Regional Mobility Authority (HCRMA)**  
**Program Management Consultant**  
**Supplemental No. 6 to Work Authorization No. 6**  
**(Modifying Exhibit D from S.A. No. 4 to W.A. No. 6)**  
**J. VALUE ENGINEERING-IBTC-DANNENBAUM**

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager, Louis Jones, Dannenbaum	Advance Planning Norma Garza, TxDOT	Advance Planning Gus Lopez, Dannenbaum	Complex Design David Milner, Dannenbaum	Soils/Pavement Design Carlos Peralez, TxDOT	Bridge/ Ret. Walls Michel Maksoud, PhD., Dannenbaum	Traffic Engineering Tom Darnold, Dannenbaum	Drainage Alejandro Flores, Dannenbaum	Project Dev./ Cost Analysis David Galindo/Eric Davila, Dannenbaum	Total Labor Hrs.	Remarks	Task Cost
<b>A. Pre- and Post-Workshop</b>												
1) Project Management	4								8	12		\$ 2,302.76
2) Pre-Workshop planning, information review, draft functional analysis										0		\$ -
3) Prepare Draft VE report, circulate for comment, finalize VE report	2		6	2		2	2	2	2	18		\$ 4,337.24
<i>Subtotal</i>	6	0	6	2	0	2	2	2	10	30		\$ 6,640.00
<b>B. Value Engineering Workshop (Mon-Fri)</b>												
1) Travel time allowance				8		8	8	8		32		\$ 8,323.04
2) VE Workshop	24		40	36		32	32	36	60	260		\$ 59,864.08
<i>Subtotal</i>	24	0	40	44	0	40	40	44	60	292	0.0	\$ 68,187.12
<b>LABOR MANHOURS TOTAL</b>	<b>30</b>	<b>0</b>	<b>46</b>	<b>46</b>	<b>0</b>	<b>42</b>	<b>42</b>	<b>46</b>	<b>70</b>	<b>322</b>	<b>CHECK (MHRs):</b>	
LABOR RATE PER HOUR	\$ 314.59	\$ -	\$ 227.70	\$ 292.49	\$ -	\$ 227.70	\$ 292.49	\$ 227.70	\$ 130.55		<b>322</b>	
<b>TOTAL DIRECT LABOR COSTS</b>	<b>\$ 9,437.70</b>	<b>\$ -</b>	<b>\$ 10,474.20</b>	<b>\$ 13,454.54</b>	<b>\$ -</b>	<b>\$ 9,563.40</b>	<b>\$ 12,284.58</b>	<b>\$ 10,474.20</b>	<b>\$ 9,138.50</b>	<b>\$ 74,827.12</b>	<b>CHECK (LABOR):</b>	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	12.61%	0.00%	14.00%	17.98%	0.00%	12.78%	16.42%	14.00%	12.21%	100.00%		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	9.32%	0.00%	14.29%	14.29%	0.00%	13.04%	13.04%	14.29%	21.74%	100.00%		\$ 74,827.12
<b>TOTAL DIRECT LABOR COST</b>												<b>\$ 74,827.12</b>
<b>DIRECT EXPENSES</b>	<b>Rate</b>	<b>Unit</b>	<b>Amount</b>	<b>Total</b>								
Lodging / Hotel (\$100.00 / DAY)	\$ 100.00	Each	5	\$ 500.00								\$ 500.00
Meals (\$30.00 / DAY)	\$ 30.00	Each	5	\$ 150.00								\$ 150.00
Rental Car	\$ 90.00	Each	2	\$ 180.00								\$ 180.00
Air Travel	\$ 500.00	Each	5	\$ 2,500.00								\$ 2,500.00
Parking	\$ 14.00	Each	0	\$ -								\$ -
Overnight Mail - letter size	\$ 50.00	Each	1	\$ 50.00								\$ 50.00
Courier Services	\$ 50.00	Each	1	\$ 50.00								\$ 50.00
Photocopies B/W (8.5 X 11)	\$ 0.10	Each	500	\$ 50.00								\$ 50.00
Photocopies B/W (11 X 17)	\$ 0.20	Each	100	\$ 20.00								\$ 20.00
Photocopies Color (8.5 X 11)	\$ 0.70	Each	500	\$ 350.00								\$ 350.00
Photocopies Color (11 X 17)	\$ 1.25	Each	100	\$ 125.00								\$ 125.00
Presentation Boards 30" X 40" Color Mounted	\$ 30.00	Each	12	\$ 360.00								\$ 360.00
<b>TOTAL DIRECT EXPENSES</b>												<b>\$ 4,335.00</b>
<b>ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (SUBCONSULTANTS) (6.0 Months)</b>												<b>DBE Participation</b>
												<b>0.00%</b>
<b>J. VALUE ENGINEERING-IBTC-HDR</b>											\$ 62,216.38	N/A
<b>SUBTOTAL - ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (SUBCONSULTANTS) (6.0 Months)</b>											<b>\$ 62,216.38</b>	<b>\$ 62,216.38</b>
<b>TOTAL - ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (SUBCONSULTANTS) (6.0 Months)</b>												<b>\$ 62,216.38</b>
<b>GRAND TOTAL</b>												<b>\$ 141,378.50</b>
<b>ASSUMPTIONS</b>												
NONE												

**DANNENBAUM ENGINEERING CORPORATION**  
**Program Management Services for the HCRMA Roadway System**  
**SA No. 6 to WA No. 6**  
**Subconsultant: HDR Engineering**  
**Schedule Duration: VE Report finalized four weeks after end of VE**  
**(assumes one week comment period on draft VE report)**  
■ = All Deletions/Additions in Red

**EXHIBIT 'D'-Modified Fee Schedule Budget**  
**for SA NO. 6 TO WA NO. 6**  
**Hidalgo County Regional Mobility Authority (HCRMA)**  
**Program Management Consultant**  
**Supplemental No. 6 to Work Authorization No. 6**  
**(Modifying Exhibit D from S.A. No. 4 to W.A. No. 6)**  
**J. VALUE ENGINEERING-IBTC-HDR**

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Funding Revenue Specialist	Procurement Specialist	Budgets / Contracts / Controls	Senior Engineer (V)	Project Engineer (IV)	Senior Designer	Document Control Specialist	Admin Assistant	Total Labor Hrs.	Remarks	Task Cost
<b>A. Pre- and Post-Workshop</b>											
1) Project Management	0	4	0	0	0	0	0	6	10		\$ 1,412.02
2) Pre-Workshop planning, information review, draft functional analysis	4	16	0	0	8	0	0	0	28		\$ 6,481.36
3) Prepare Draft VE report, circulate for comment, finalize VE report	8	24	0	0	36	0	0	8	76		\$ 14,305.28
	12	44	0	0	44	0	0	14	114	0	\$ 22,198.66
<b>B. Value Engineering Workshop (Mon-Fri)</b>											
1) Travel time allowance	12	12	0	0	12	0	0	0	36		\$ 8,055.36
2) VE Workshop	40	40	0	0	36	0	0	0	116		\$ 26,249.36
	52	52	0	0	48	0	0	0	152	0	\$ 34,304.72
<b>HOURS TOTAL</b>	<b>64</b>	<b>96</b>	<b>0</b>	<b>0</b>	<b>92</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>266</b>		
<b>LABOR RATE PER HOUR</b>	\$ 254.62	\$ 266.20	\$ 202.54	\$ 167.82	\$ 150.46	\$ 92.59	\$ 72.34	\$ 57.87			
<b>TOTAL DIRECT LABOR COSTS</b>	\$ 16,295.68	\$ 25,555.20	\$ -	\$ -	\$ 13,842.32	\$ -	\$ -	\$ 810.18	\$ 56,503.38		
<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)</b>	28.84%	45.23%	0.00%	0.00%	24.50%	0.00%	0.00%	1.43%	100.00%	CHECK	
<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)</b>	24.06%	36.09%	0.00%	0.00%	34.59%	0.00%	0.00%	5.26%	100.00%	\$ 56,503.38	
<b>TOTAL DIRECT LABOR COST</b>											\$ 56,503.38
<b>DIRECT EXPENSES</b>	<b>Rate</b>	<b>Unit</b>	<b>Amount</b>	<b>Total</b>							
Lodging / Hotel (\$100.00 / DAY)	\$ 100.00	Each	15	\$ 1,500.00							
Meals (\$50.00 / DAY)	\$ 50.00	Each	15	\$ 750.00							
Rental Car & Fuel (per day)	\$ 60.00	Each	10	\$ 600.00							
Air Travel	\$ 800.00	Each	3	\$ 2,400.00							
Airport Parking (per day)	\$ 20.00	Each	15	\$ 300.00							
Mileage	\$ 0.565	per mile	200	\$ 113.00							
Overnight Mail - letter size	\$ 50.00	Each	1	\$ 50.00							
Courier Services	\$ 50.00	Each	0	\$ -							
Photocopies B/W (8.5 X 11)	\$ 0.10	Each	0	\$ -							
Photocopies B/W (11 X 17)	\$ 0.20	Each	0	\$ -							
Photocopies Color (8.5 X 11)	\$ 0.70	Each	0	\$ -							
Photocopies Color (11 X 17)	\$ 1.25	Each	0	\$ -							
Plots (Color on Bond)	\$ 2.00	Linear Foot	0	\$ -							
<b>TOTAL DIRECT EXPENSES</b>					\$ 5,713.00						
<b>GRAND TOTAL</b>											\$ 62,216.38
<b>ASSUMPTIONS</b>											
NONE											

Item 3F

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

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

1. Agenda Item: **RESOLUTION 2013-73 – ADOPTION OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY FISCAL YEAR 2014 OPERATING AND CAPITAL BUDGET**
  
2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No  
  
Consideration and adoption of Fiscal Year 2014 Budget. The HCRMA's fiscal year begins January 1, 2014 and ends December 31, 2014.
  
3. Policy Implication: Board Policy, Local Government Code, Transportation Code
  
4. Budgeted:      Yes      No   X   N/A  
  
Funding Source: VRF Bond
  
5. Staff Recommendation: **Motion to approve Resolution 2013-73 - Adopt the Hidalgo County Regional Mobility Authority Fiscal Year 2014 Operating and Capital Budget.**
  
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



## Memorandum

December 12, 2013

To: Dennis Burleson, Chairman

From: Jerry Dale, Chief Financial Officer

Subject: Adopt Budget for Year 2014

### Background

As provided by law and good business practice, the Hidalgo County Regional Mobility Authority budget for calendar year 2014 recommended by the Executive Director, which is attached, is respectfully being submitted to the Board of Directors for consideration, approval and adoption. It consists of three distinct sections (fund types)—namely, the General Fund, the Debt Service Funds and the Capital Projects Funds. In addition to the budget for 2014 a plan is presented for the succeeding five (5) years for the purpose of giving a longer-term perspective, which gives some detail as to the financial, design/construction phase and the commencement of toll operations. The 5-year plan is still in the process of development, leaving our focus on the 2014 budget.

**General Fund** – Within the General Fund, VRFs were estimated to increase by 3% over the estimate for 2013 by First Southwest Company and presented to the credit rating agencies recently—based upon actual through August 2013, assuming the same collections pattern as 2012. Spending is recommended to increase \$182K principally due to the following reasons:

- a 2 ½% pay increase has been provided
- two new positions—ROW Coordinator and Contract Compliance/Auditor

With the closing of the \$62M VRF Revenue and Refunding Bonds in December 2013, the line of credit with PlainsCapital Bank was refunded leaving \$52M in bond proceeds for design, right-of-way acquisition and construction of SH 365 and IBTC. The excess revenues from VRFs, after administrative expenses, which are expected to amount to \$1.6M have been transferred to a new capital project fund, leaving a reasonable amount of working capital intact, which has been determined to be \$750K.

At the end of the year, we estimate that working capital will amount to \$750K and the bond coverage ratio will be 1.40 X.

### **Debt Service Funds**

*LOC w/PCB* – Presented to show that bond proceeds were used to refund this debt.

*Senior Lein VRF Revenue and Refunding Bonds Series 2013*—The HCRMA will begin funding debt service from the VRF revenues, which will amount to approximately \$4M per year.

*Other Debt Service Funds*—These funds relate to debt issuances planned within the next 5-year period

### **Capital Project Funds**

*Funded by Excess Revenues from General Fund* – as previously discussed.

*Funded by Cities*—Several cities, directly affected by IBTC, has committed to an aggregate amount of \$105K per year, which as shown is budgeted to pay for ROW.

*Funded by Grants*—The Cat 10 grant as well as the \$25M for I68 are shown within this fund.

*2013 VRF Bond Construction Fund*—the \$52M in proceeds received in December 2013 is shown being spent over the next 1 ½ to 2 years.

*Other Capital Project Funds*—These funds related to proceeds anticipated from debt issuances planned within the next 5-year period.

At this point, our plan provides for 67-70% of the funding that will be need to complete SH 365 and IBTC.

We believe that this budget realistically provides the adequate funding needed to accomplish this part of the strategic plan in a manner that is both effective and efficient. We look forward to presenting this budget to you and welcome any questions, comments and recommendations to improve it.

### **Goal**

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

### **Options**

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

### **Recommendation**

**Based upon a review by this Office, it is recommended that the 2014 Budget be approved and adopted as presented.**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
BOARD RESOLUTION NO. 2013-67

ADOPTION OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
FISCAL YEAR 2014 OPERATING AND CAPITAL BUDGET

THIS RESOLUTION is adopted this 18<sup>TH</sup> day of December, 2013 by the Board of Director of the Hidalgo County Regional Mobility Authority.

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

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

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

WHEREAS, the Authority's fiscal year commences on January 1, 2014 and ends on December 31, 2014; and

WHEREAS, the Authority has reviewed the proposed Fiscal Year 2014 Budget for the necessary operating and capital expenses;

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

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

Section 2. The Board adopts the Fiscal Year 2014 Operating and Capital Budget, hereto attached as Exhibit A.

Section 3. The Board of Directors authorize the Executive Director to manage and administer the Fiscal Year 2014 Operating and Capital Budget.

\*\*\*\*\*

Passed and Approved as to be effective immediately this 18<sup>th</sup> day of December 2013, at a regular meeting of the Board of Directors of the Hidalgo County Regional Mobility Authority at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.

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Dennis Burleson, Chairman

Attest:

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Ricardo Perez, Secretary/Treasurer

EXHIBIT A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
FISCAL YEAR 2014  
OPERATING AND CAPITAL BUDGET

Hidalgo County Regional Mobility Authority  
 General Fund Budget Summary  
 For Fiscal Year Ending December 31, 2014 and Plan for the Succeeding Five (5) Years

	Actual	Adj. Budget	Estimated	Budget	Plan				
	2012	2013	2013	2014	2015	2016	2017	2018	2019
Beginning Working Capital	\$ -	\$ 3,300,000	\$ 3,192,839	\$ 1,733,711	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000
<b>Revenues</b>									
Vehicle Registration Fees	-	5,570,479	5,417,188	5,579,704	5,747,095	5,919,508	6,097,093	6,280,006	6,468,406
Interest Income	-	-	-	-	-	-	-	-	-
Tolls - SH 365	-	-	-	-	-	-	-	785,000	2,503,000
Tolls - IBTC	-	-	-	-	-	-	-	-	364,000
<b>Total Revenues</b>	<b>-</b>	<b>5,570,479</b>	<b>5,417,188</b>	<b>5,579,704</b>	<b>5,747,095</b>	<b>5,919,508</b>	<b>6,097,093</b>	<b>7,065,006</b>	<b>9,335,406</b>
<b>Expenditures</b>									
<b>Administration</b>									
Personnel Services	-	350,753	282,353	507,478	572,999	710,302	1,033,859	1,066,653	1,139,286
Supplies	-	5,000	5,000	7,500	10,000	10,000	12,500	12,500	15,000
Other Services and Charges	-	252,222	225,972	275,400	314,400	321,150	338,150	342,650	359,150
Maintenance	-	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Capital Outlay	-	175,000	5,000	175,000	3,200	6,400	3,200	-	9,000
<b>Total Administration Expenditures</b>	<b>-</b>	<b>784,975</b>	<b>520,325</b>	<b>967,378</b>	<b>902,599</b>	<b>1,049,852</b>	<b>1,389,709</b>	<b>1,423,803</b>	<b>1,524,436</b>
<b>Operatons</b>									
SH 365	-	-	-	-	-	-	-	453,721	1,212,485
IBTC	-	-	-	-	-	-	-	-	185,075
Toll Operations Expense--Net	-	-	-	-	-	-	-	453,721	1,397,560
<b>Total Expenditures</b>	<b>-</b>	<b>784,975</b>	<b>520,325</b>	<b>967,378</b>	<b>902,599</b>	<b>1,049,852</b>	<b>1,389,709</b>	<b>1,877,524</b>	<b>2,921,996</b>
<b>Net Increase (Decrease) Before Other Financing Sources (Uses)</b>	<b>-</b>	<b>4,785,504</b>	<b>4,896,863</b>	<b>4,612,326</b>	<b>4,844,496</b>	<b>4,869,656</b>	<b>4,707,384</b>	<b>5,187,482</b>	<b>6,413,410</b>
<b>Other Financing Sources (Uses):</b>									
			<u>VRF Issue</u>		<u>TxDOT Reimb Issue</u>	<u>SIB Issue</u>	<u>Toll Rev Issue TIFIA Issue</u>		
Gross VRF 13 Bond @ Par plus Prem	-	-	63,899,934	-	115,715,000	95,205,327	50,274,840	-	-
(Cost of Issuance)	-	-	(1,161,714)	-	(1,562,477)	(476,027)	(379,121)	-	-
(Underwriter Expenses)	-	-	incl	-	incl	-	-	-	-
(Refund LOC (PCB/FNB))	-	-	(10,786,349)	-	-	-	-	-	-
<b>Net Proceeds from VRF 13 Bonds</b>	<b>-</b>	<b>-</b>	<b>51,951,871</b>	<b>-</b>	<b>114,152,523</b>	<b>94,729,300</b>	<b>49,895,719</b>	<b>-</b>	<b>-</b>

Hidalgo County Regional Mobility Authority  
 General Fund Budget Summary  
 For Fiscal Year Ending December 31, 2014 and Plan for the Succeeding Five (5) Years

	Actual 2012	Adj. Budget 2013	Estimated 2013	Budget 2014	2015	2016	Plan		
							2017	2018	2019
Transfers-In (Out)									
Debt Service Fund-FNB LOC	-	-	150,000	-	-	-	-	-	-
Debt Service Fund - FNB LOC	-	(1,780,165)	(1,780,165)	-	-	-	-	-	-
Debt Service Fund - VRF 2013 Bonds	-	-	(325,248)	(3,981,899)	(3,975,829)	(3,974,411)	(3,976,183)	(3,976,753)	(3,974,782)
Debt Service Fund - TxDOT Reimb Bonds	-	-	-	-	(14,434,656)	-	-	-	-
Debt Service Fund - SIB Loan	-	-	-	-	-	-	-	(288,069)	(1,122,187)
Debt Service Fund - Toll Rev/TIFIA Bonds	-	-	-	-	-	-	(2,564,447)	(655,400)	(655,400)
Bond Reserve Fund	-	-	-	-	(2,892,867)	-	(2,527,471)	-	-
Capital Projects Fund - VRF 13 Bonds	-	-	(51,951,871)	-	-	-	-	-	-
Capital Projects Fund - TxDot R Bonds	-	-	-	-	(96,825,000)	-	-	-	-
Capital Projects Fund - SIB Loan	-	-	-	-	-	(94,729,300)	-	-	-
Capital Projects Fund - Toll Rev/TIFIA Bonds	-	-	-	-	-	-	(45,295,351)	-	-
Capital Projects Fund - VRF	-	(4,440,578)	(4,400,578)	(1,614,138)	(868,667)	(895,244)	(239,651)	(267,260)	(661,041)
<b>Total (Transfers Out)</b>	<b>-</b>	<b>(6,220,743)</b>	<b>(58,307,862)</b>	<b>(5,596,037)</b>	<b>(118,997,019)</b>	<b>(99,598,955)</b>	<b>(54,603,103)</b>	<b>(5,187,482)</b>	<b>(6,413,410)</b>
<b>Total Other Financing Sources (Uses)</b>	<b>-</b>	<b>(6,220,743)</b>	<b>(6,355,991)</b>	<b>(5,596,037)</b>	<b>(4,844,496)</b>	<b>(4,869,655)</b>	<b>(4,707,384)</b>	<b>(5,187,482)</b>	<b>(6,413,410)</b>
<b>Net Increase (Decrease) After Other Financing Sources (Uses)</b>	<b>-</b>	<b>(1,435,239)</b>	<b>(1,459,128)</b>	<b>(983,711)</b>	<b>(0)</b>	<b>1</b>	<b>(0)</b>	<b>(0)</b>	<b>0</b>
<b>Ending Working Capital</b>	<b>\$ 3,192,839</b>	<b>\$ 1,864,761</b>	<b>\$ 1,733,711</b>	<b>\$ 750,000</b>	<b>\$ 750,000</b>	<b>\$ 750,000</b>	<b>\$ 750,000</b>	<b>\$ 750,000</b>	<b>\$ 750,000</b>
<b>Operating Expenditures per Day</b>	<b>\$ -</b>	<b>\$ 2,151</b>	<b>\$ 1,426</b>	<b>\$ 2,650</b>	<b>\$ 2,473</b>	<b>\$ 2,876</b>	<b>\$ 3,807</b>	<b>\$ 3,901</b>	<b>\$ 4,177</b>
<b>No. of Days of Operating Expenditures in Working Capital</b>	<b>#DIV/0!</b>	<b>867</b>	<b>1,216</b>	<b>283</b>	<b>303</b>	<b>261</b>	<b>197</b>	<b>192</b>	<b>180</b>
<b>Bond Coverage Ratio</b>				<b>1.40 X</b>	<b>1.45 X</b>	<b>1.49 X</b>	<b>1.53 X</b>	<b>1.58 X</b>	<b>1.63</b>



Hidalgo County Regional Mobility Authority  
 General Fund Expenditure Budget Detail  
 For Fiscal Year Ending December 31, 2014 and Plan for the Succeeding Five (5) Years

	Actual	Adj. Budget	Estimated	Budget	Plan				
	2012	2013	2013	2014	2015	2016	2017	2018	2019
Insurance - Surety	-	800	800	800	800	800	800	800	800
Training	-	7,000	7,000	11,500	16,000	13,000	15,000	17,000	19,000
Travel	-	13,000	13,000	15,000	17,000	19,000	21,000	23,000	25,000
Temporary Employees	-	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000
Printing	-	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
Postage/FedEx/Courier Services	-	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Rental - Office	-	12,000	12,000	15,000	20,000	25,000	25,000	25,000	25,000
Rental - Office Equipment	-	6,972	6,972	10,900	10,900	10,900	10,900	10,900	10,900
Contractual Adm/IT Services	-	4,860	4,860	4,860	4,860	4,860	4,860	4,860	4,860
Contractual Website Services	-	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800
*	-	165,000	138,750	172,000	197,000	197,000	207,000	207,000	217,000
Legal - Bracewell, Guillian	-	100,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Legal - Dan Rios	-	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Financial - Jerry Dale, CFO	-	-	23,750	57,000	57,000	57,000	57,000	57,000	57,000
Audit	-	15,000	15,000	15,000	40,000	40,000	50,000	50,000	60,000
<b>Total Other Services &amp; Charges</b>	-	252,222	225,972	275,400	314,400	321,150	338,150	342,650	359,150
<b><u>MAINTENANCE</u></b>									
Equipment Repair	-	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
	-	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
<b><u>CAPITAL OUTLAY</u></b>									
Project Management Software	-	170,000	-	170,000	-	-	-	-	-
2 - Laptops & Accessories @ \$1800	-	3,600	3,600	3,600	1,800	3,600	1,800	-	9,000
Desk, Chair & Accessories	-	1,400	1,400	1,400	1,400	2,800	1,400	-	-
	-	175,000	5,000	175,000	3,200	6,400	3,200	-	9,000
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ 784,975</b>	<b>\$ 520,325</b>	<b>\$ 967,378</b>	<b>\$ 902,599</b>	<b>\$ 1,049,852</b>	<b>\$ 1,389,709</b>	<b>\$ 1,423,803</b>	<b>\$ 1,524,436</b>



Hidalgo County Regional Mobility Authority  
DEBT SERVICE FUND SUMMARY  
**Debt Service Fund Senior Lein Vehicle Registration Fee Series 2013 Revenue and Refunding Bonds**  
Fund Balance Summary  
For Fiscal Year Ending December 31, 2014 and Plan for the Succeeding Five (5) Years

	Actual 2012	Adj. Budget 2013	Estimated 2013	Budget 2014	Plan				
					2015	2016	2017	2018	2019
<b>Beginning Fund Balance</b>	\$ -	\$ -	\$ -	\$ 325,248	\$ 331,326	\$ 331,192	\$ 331,340	\$ 331,410	\$ 331,250
<b>Revenues:</b>									
Intergovernmental	-	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Expenditures:</b>									
Principal	-	-	-	1,135,000	1,085,000	1,105,000	1,140,000	1,175,000	1,220,000
Interest Expense	-	-	-	2,840,821	2,890,963	2,869,263	2,836,113	2,801,913	2,754,913
Fees	-	-	-	-	-	-	-	-	-
Total Debt Service Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,975,821</u>	<u>3,975,963</u>	<u>3,974,263</u>	<u>3,976,113</u>	<u>3,976,913</u>	<u>3,974,913</u>
<b>Total Expenditures</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,975,821</u>	<u>3,975,963</u>	<u>3,974,263</u>	<u>3,976,113</u>	<u>3,976,913</u>	<u>3,974,913</u>
<b>Other Financing Sources:</b>									
Transfers-In from Other Funds	-	-	-	-	-	-	-	-	-
General Fund	-	-	325,248	3,981,899	3,975,829	3,974,411	3,976,183	3,976,753	3,974,782
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
<b>Total Other Financing Sources</b>	<u>-</u>	<u>-</u>	<u>325,248</u>	<u>3,981,899</u>	<u>3,975,829</u>	<u>3,974,411</u>	<u>3,976,183</u>	<u>3,976,753</u>	<u>3,974,782</u>
<b>Ending Fund Balance</b>	<u>\$ -</u>	<u>-</u>	<u>\$ 325,248</u>	<u>\$ 331,326</u>	<u>\$ 331,192</u>	<u>\$ 331,340</u>	<u>\$ 331,410</u>	<u>\$ 331,250</u>	<u>\$ 331,119</u>

Hidalgo County Regional Mobility Authority  
DEBT SERVICE FUND SUMMARY  
**Debt Service Fund Series 2015 TxDOT Reimbursement Bonds**  
Fund Balance Summary

For Fiscal Year Ending December31, 2014 and Plan for the Succeeding Five (5) Years

	Actual 2012	Adj. Budget 2013	Estimated 2013	Budget 2014	Plan				
					2015	2016	2017	2018	2019
<b>Beginning Fund Balance</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,372,539	\$ 8,248,306	\$ 4,124,073	\$ (160)
<b>Revenues:</b>									
Intergovernmental	-	-	-	-	-	-	-	-	12,968,703
<b>Total Revenues</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>12,968,703</u>
<b>Expenditures:</b>									
Principal	-	-	-	-	-	-	-	-	9,030,000
Interest Expense	-	-	-	-	2,062,117	4,124,233	4,124,233	4,124,233	4,037,094
Fees	-	-	-	-	-	-	-	-	-
Total Debt Service Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,062,117</u>	<u>4,124,233</u>	<u>4,124,233</u>	<u>4,124,233</u>	<u>13,067,094</u>
<b>Total Expenditures</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,062,117</u>	<u>4,124,233</u>	<u>4,124,233</u>	<u>4,124,233</u>	<u>13,067,094</u>
<b>Other Financing Sources:</b>									
Transfers-In from Other Funds	-	-	-	-	-	-	-	-	-
General Fund	-	-	-	-	14,434,656	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
<b>Total Other Financing Sources</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>14,434,656</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Ending Fund Balance</b>	<u>\$ -</u>	<u>-</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 12,372,539</u>	<u>\$ 8,248,306</u>	<u>\$ 4,124,073</u>	<u>\$ (160)</u>	<u>\$ (98,551)</u>



Hidalgo County Regional Mobility Authority  
DEBT SERVICE FUND SUMMARY  
**Debt Service Fund Senior Lien Series 2017 Toll Revenue Bonds**  
Fund Balance Summary

For Fiscal Year Ending December 31, 2014 and Plan for the Succeeding Five (5) Years

	Actual 2012	Adj. Budget 2013	Estimated 2013	Budget 2014	Plan				
					2015	2016	2017	2018	2019
<b>Beginning Fund Balance</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,281,347	\$ 625,947
<b>Revenues:</b>									
Intergovernmental	-	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Expenditures:</b>									
Principal	-	-	-	-	-	-	491,550	655,400	655,400
Interest Expense	-	-	-	-	-	-	-	-	-
Fees	-	-	-	-	-	-	-	-	-
Total Debt Service Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>491,550</u>	<u>655,400</u>	<u>655,400</u>
<b>Total Expenditures</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>491,550</u>	<u>655,400</u>	<u>655,400</u>
<b>Other Financing Sources:</b>									
Transfers-In from Other Funds	-	-	-	-	-	-	-	-	-
General Fund	-	-	-	-	-	-	1,772,897	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
<b>Total Other Financing Sources</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,772,897</u>	<u>-</u>	<u>-</u>
<b>Ending Fund Balance</b>	<u>\$ -</u>	<u>-</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,281,347</u>	<u>\$ 625,947</u>	<u>\$ (29,453)</u>

Hidalgo County Regional Mobility Authority  
DEBT SERVICE FUND SUMMARY  
**Debt Service Fund Junior Lien Series 2017 Toll Revenue Bonds**  
Fund Balance Summary

For Fiscal Year Ending December 31, 2014 and Plan for the Succeeding Five (5) Years

	Actual 2012	Adj. Budget 2013	Estimated 2013	Budget 2014	Plan				
					2015	2016	2017	2018	2019
<b>Beginning Fund Balance</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 300,000
<b>Revenues:</b>									
Intergovernmental	-	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Expenditures:</b>									
Principal	-	-	-	-	-	-	-	-	-
Interest Expense	-	-	-	-	-	-	-	-	-
Fees	-	-	-	-	-	-	-	-	-
Total Debt Service Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Total Expenditures</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Other Financing Sources:</b>									
Transfers-In from Other Funds	-	-	-	-	-	-	-	-	-
General Fund	-	-	-	-	-	-	300,000	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
<b>Total Other Financing Sources</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>300,000</u>	<u>-</u>	<u>-</u>
<b>Ending Fund Balance</b>	<u>\$ -</u>	<u>-</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 300,000</u>	<u>\$ 300,000</u>	<u>\$ 300,000</u>







Hidalgo County Regional Mobility Authority  
 CAPITAL PROJECT FUNDS BUDGET  
**Bond Construction Fund - Senior Lein VRF Series 2013 Revenue & Refunding Bonds**  
 For Fiscal Year Ending December 31, 2014 and Plan for the Succeeding Five (5) Years

	Actual	Budget	Estimated	Budget	Plan				
	2012	2013	2013	2014	2015	2016	2017	2018	2019
<b>Beginning Fund Balance</b>	\$ -	\$ -	\$ -	\$ 48,518,464	\$ 15,755,110	\$ -	\$ -	\$ -	\$ -
<b>Revenues:</b>									
Intergovernmental	-	-	-	-	-	-	-	-	-
Interest	-	-	43,738	110,155	8,100	-	-	-	-
<b>Total Revenues</b>	-	-	43,738	110,155	8,100	-	-	-	-
<b>Expenditures:</b>									
<i>SH 365</i>									
Environmental					-	-	-	-	-
Design	-	-	-	-	-	-	-	-	-
ROW	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-	-
<b>Total SH 365</b>	-	-	-	-	-	-	-	-	-
<i>IBTC</i>									
Environmental					-	-	-	-	-
Design	-	-	-	-	-	-	-	-	-
ROW	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-	-
<b>Total IBTC</b>	-	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	-	-	3,477,145	32,873,509	15,763,210	-	-	-	-
<b>Other Financing Sources (Uses):</b>									
Transfer									
VRF 13 Bond Construction Fund Proceeds	-	-	51,951,871	-	-	-	-	-	-
<b>Total Other Financing Sources (Uses)</b>	-	-	51,951,871	-	-	-	-	-	-
<b>Ending Fund Balance</b>	\$ -	\$ -	\$ 48,518,464	\$ 15,755,110	\$ -	\$ -	\$ -	\$ -	\$ -

Hidalgo County Regional Mobility Authority  
 CAPITAL PROJECT FUNDS BUDGET  
**Bond Construction Fund - TxDOT Reimbursement Bonds**  
 Fund Balance Summary

For Fiscal Year Ending December 31, 2014 and Plan for the Succeeding Five (5) Years

	Actual 2012	Budget 2013	Estimated 2013	Budget 2014	Plan				
					2015	2016	2017	2018	2019
<b>Beginning Fund Balance</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,422,000	\$ 19,541,000	\$ -	\$ -
<b>Revenues:</b>									
Intergovernmental	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	-	-	-	-	-	-	-	-	-
<b>Expenditures:</b>									
<i>SH 365</i>									
Environmental					-	-	-	-	-
Design	-	-	-	-	-	-	-	-	-
ROW	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-	-
<b>Total SH 365</b>	-	-	-	-	17,403,000	59,881,000	19,541,000	-	-
<i>IBTC</i>									
Environmental					-	-	-	-	-
Design	-	-	-	-	-	-	-	-	-
ROW	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-	-
<b>Total IBTC</b>	-	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	-	-	-	-	17,403,000	59,881,000	19,541,000	-	-
<b>Other Financing Sources (Uses):</b>									
Transfer									
TxDOT Bond Construction Fund Proceeds	-	-	-	-	96,825,000	-	-	-	-
<b>Total Other Financing Sources (Uses)</b>	-	-	-	-	96,825,000	-	-	-	-
<b>Ending Fund Balance</b>	\$ -	\$ -	\$ -	\$ -	\$ 79,422,000	\$ 19,541,000	\$ -	\$ -	\$ -

Hidalgo County Regional Mobility Authority  
 CAPITAL PROJECT FUNDS BUDGET  
**Bond Construction Fund - SIB Loan**  
 Fund Balance Summary  
 For Fiscal Year Ending December 31, 2014 and Plan for the Succeeding Five (5) Years

	Actual 2012	Budget 2013	Estimated 2013	Budget 2014	Plan				
					2015	2016	2017	2018	2019
<b>Beginning Fund Balance</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 94,729,301	\$ 54,389,301	\$ -
<b>Revenues:</b>									
Intergovernmental	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	-	-	-	-	-	-	-	-	-
<b>Expenditures:</b>									
<i>SH 365</i>									
Environmental					-	-	-	-	-
Design	-	-	-	-	-	-	-	-	-
ROW	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-	-
<b>Total SH 365</b>	-	-	-	-	-	-	-	-	-
<i>IBTC</i>									
Environmental					-	-	-	-	-
Design	-	-	-	-	-	-	-	-	-
ROW	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-	-
<b>Total IBTC</b>	-	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	-	-	-	-	-	-	40,340,000	54,389,301	-
<b>Other Financing Sources (Uses):</b>									
Transfer									
SIB Bond Construction Fund Proceeds	-	-	-	-	-	94,729,301	-	-	-
<b>Total Other Financing Sources (Uses)</b>	-	-	-	-	1	94,729,301	-	-	-
<b>Ending Fund Balance</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 94,729,301	\$ 54,389,301	\$ -	\$ -



Item 5A

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  5A  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u> 12/12/13 </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u> 12/18/13 </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **TABLED ITEM - RESOLUTION 2013 – 59 – DESIGNATION OF A HIDALGO COUNTY LIAISON FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No  
Designation of an HCRMA Board of Director to serve as the liaison to the Hidalgo County Commissioners Court.

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 2013-59 – Designation of a Hidalgo County liaison 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:      Approved      Disapproved   X   None

**\*\*\*This item was tabled at the November 20, 2013, HCRMA Board of Directors Meeting\*\*\***