HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

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

PRESIDING: DENNIS BURLESON, CHAIRMAN

CALL TO ORDER FOR WORKSHOP

1. Quarterly Investment Report for periods ending December 31, 2013 and March 31, 2014.

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 June 18, 2014.
B. Approval of Project & General Expense Report for the period from June 11, 2014 to July 11, 2014.
C. Approval of Financial Report for June 2014.
D. Approval of Quarterly Investment Report for the periods ending December 31, 2013 and March 31, 2014.
E. Resolution 2014-61 – Adoption of Records Retention Management Policy for the Hidalgo County Regional Mobility Authority.
F. Resolution 2014-62 – Approval of Supplemental Number 1 to Work Authorization Number 2 to Professional Service Agreement with DOS Land Surveying for the State Highway 365 Project from SH 336 (10th Street) to FM 1016 (Conway Avenue).
G. Resolution 2014-63 – Approval of Supplemental Number 2 to Work Authorization Number 2 to Professional Service Agreement with Quintanilla, Headley & Associates for the State Highway 365 Project from SH 336 (10th Street) to US 281/Military Highway.
H. Resolution 2014-64 – Approval of Supplemental Number 2 to Professional Service Agreement with Quintanilla, Headley & Associates to increase maximum payable amount for Supplemental Number 2 to Work Authorization Number 2 for the State Highway 365 Project from SH 336 (10th Street) to US 281/Military Highway.
I. Resolution 2014-65 – Approval of Supplemental Agreement Number 1 to Work Authorization Number 13 to Professional Service Agreement with Dannenbaum Engineering Corporation for a No-cost Scope Clarification on the Regional Toll Analysis.
J. Resolution 2014-66 – Approval of Supplemental Number 1 to Work Authorization Number 14 to Professional Service Agreement with Dannenbaum Engineering Corporation for a No-cost Scope Clarification on the Investment Grade Traffic and Revenue Study for State Highway 365 and International Bridge Trade Corridor Projects as well as Sketch Level Analysis for State Highway 68/FM 1925 (Monte Cristo Road) Project.
K. Resolution 2014-67 – Approval of Supplemental Number 1 to Professional Services Agreement with TEDSI Infrastructure Group to increase the maximum payable amount for previously approved Work Authorizations for the State Highway 365 Project.

3. REGULAR AGENDA

A. Resolution 2014-68 – Approval of Work Authorization Number 2 to Professional Service Agreement with Halff Associates to prepare plans, specifications and estimates for the relocation of the Valley View Road Lift Station as part of the International Bridge Trade Corridor Project.
B. Resolution 2014-69 - Award of Contract for Title Report and Title Policy Services to Valley Land Title Company and Land Title USA for the Hidalgo County Regional Mobility Authority.
C. Resolution 2014-70 – Approval of Interlocal Agreement with the City of Mission for participation with a waterline adjustment in conflict with the State Highway 365 Project Segment 4 from FM 396 to FM 1016.

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D. Resolution 2014-71 – Approval of Professional Service Agreements with Raba Kistner and L&G Laboratories for Geotechnical Engineering Services for the International Bridge Trade Corridor Project.
E. Resolution 2014-72 – Approval of Work Authorization Number 1 to Professional Service Agreement with Raba Kistner to provide Geotechnical Engineering Services for the International Bridge Trade Corridor Project.
F. Resolution 2014-73 – Approval of Work Authorization Number 1 to Professional Service Agreement with L&G Laboratories to provide Geotechnical Engineering Services for the International Bridge Trade Corridor Project.
G. Resolution 2014-74 – Approval of Supplemental Number 10 to Professional Service Agreement with Atkins North America, Inc. for additional archaeological investigation of 89 acres of right of way and 44 additional trenches on the International Bridge Trade Corridor Project.
H. Resolution 2014-75 – Approval of Professional Service Agreement to TEDSI Infrastructure Group for ITS & Toll Designer Services for the Hidalgo County Loop System.
I. Resolution 2014-76 – Approval of Work Authorization Number 1 to Professional Service Agreement with TEDSI Infrastructure Group for ITS & Toll Designer Services for the Hidalgo County Loop System.
J. Resolution 2014-77 – Approval of Supplemental Number 1 to Professional Service Agreement with Halff Associates to increase the maximum payable amount for Work Authorization Number 2.

4. CHAIRMAN'S REPORT

A. Report on the Hidalgo County Loop Projects.

5. TABLED ITEMS

A. Resolution 2014-49 – Approval of Work Authorization Number 4 to Professional Service Agreement with L&G Engineering to provide final plans, specifications and estimates for the State Highway 365 Project from FM 396 (Anzalduas Highway) to FM 1016 (Conway Avenue).

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 deliberation of real property for the State Highway 365 and International Bridge Trade Corridor Projects (Section 551.072 T.G.C.).
B. Consultation with Board Attorney on legal issues pertaining to Early Right of Way Acquisition for the State Highway 365 and International Bridge Trade Corridor Projects (Section 551.071 T.G.C).
C. Consultation with Board Attorney on legal issues pertaining to the environmental clearance process for the State Highway 365 and International Bridge Trade Corridor Projects (Section 551.071 T.G.C.).
D. Consultation with Board Attorney on legal issues pertaining to the proposed South Texas Class I Rail Project (Section 551.071 T.G.C.).

ADJOURNMENT OF REGULAR MEETING

PUBLIC COMMENT POLICY

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

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

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Directors is a true and correct copy and that I posted a true and correct copy of said notice on the Hidalgo County Regional Mobility Authority Web Page (www.hcrma.net) and the bulletin board in the Hidalgo County Court House (100 North Closner, Edinburg, Texas 78539), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the **17th** day of **July 2014** at **12:00 pm** and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Flor E. Koll
Program Administrator

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

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Workshop Item 1

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**1**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/14/14**
FINANCE COMMITTEE		**MEETING DATE**	**7/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **WORKSHOP ITEM 1 – QUARTERLY INVESTMENT REPORT FOR PERIODS ENDING DECEMBER 31, 2013 AND MARCH 31,2014.**

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

   Presentation of quarterly investment reports.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Quarterly Investment Report

For Quarter Ending

December 31, 2013

Hidalgo County Regional Mobility Authority
SUMMARY
QUARTERLY INVESTMENT REPORT
For Quarter Ending December 31, 2013

	Treasuries	Agencies	Local Govt Investment Pool	Money Mkt Fund	Total
COST					
Beginning Balance	$ -	$ -	$ 3,797,543	$ -	$ 3,797,543
Additions:					
Purchases	-	-	51,951,871	325,248	52,277,119
Investment Earnings	-	-	1,441	-	1,441
Transfers-In	-	-	3,250,000	-	3,250,000
Deductions:					
Withdrawals	-	-	(3,250,000)	-	(3,250,000)
Transfers-Out	-	-	(1,114,838)	-	(1,114,838)
Maturiies	-	-	-	-	-
Ending Balance	$ -	$ -	$ 54,636,017	$ 325,248	$ 54,961,265
MARKET VALUE					
Beginning Balance	$ -	$ -	$ 3,797,854	$ -	$ 3,797,854
Ending Balance	$ -	$ -	$ 54,638,749	$ 325,270	$ 54,964,019
Weighted Average Maturity			47		47
Weighted Average Yield			0.0399%	0.0100%	0.0372%

Hidalgo County Regional Mobility Authority
DETAIL - HOLDINGS BY FUND
QUARTERLY INVESTMENT REPORT
For Quarter Ending December 31, 2013

Type of Security/Fund	Description	Cusip #	Date Purchased	Date Maturity	Yield	Cost	Purchases	Accrued Interest	Transfer	Adjusted Cost	Market Value
Treasuries											
None											
Local Govt Investment Pool						Beginning					
(TexSTAR)						Balance					
General Operating Fund	As Shown	N/A			0.0399%	147,502	-	11	(68,000)	79,513	79,517
Bond Construction Fund Series2013	As Shown	N/A			0.0399%	-	51,951,871	1,080	(705,460)	51,247,491	51,250,053
Vehicle Registration Fund	As Shown	N/A			0.0399%	400,007	-	231	2,908,622	3,308,860	3,309,025
Loop Project Fund	As Shown	N/A			0.0399%	3,250,034	-	119	(3,250,000)	153	153
Total LGIP (TexSTAR)						3,797,543	51,951,871	1,441	(1,114,838)	54,636,017	54,638,749
Money Market Fund											
Government Obligations	As Shown	6093N807									
Debt Service Fund			12/24/2014		0.0100%	325,248	-	-		325,248	325,270

TexSTAR

Monthly Newsletter – December 2013

Performance

As of December 31, 2013

Current Invested Balance	$4,749,571,555.83
Weighted Average Maturity (1)	47 Days
Weighted Average Maturity (2)	60 Days
Net Asset Value	1.000050
Total Number of Participants	781
Management Fee on Invested Balance	0.05%*
Interest Distributed	$322,399.52
Management Fee Collected	$188,296.66
% of Portfolio Invested Beyond 1 Year	1.16%
Standard & Poor's Current Rating	AAAm

Rates reflect historical information and are not an indication of future performance.

December Averages

Average Invested Balance	$4,434,287,876.14
Average Monthly Yield, on a simple basis	0.0357%
Average Weighted Average Maturity (1)*	52 Days
Average Weighted Average Maturity (2)*	65 Days

Definition of Weighted Average Maturity (1) & (2)

(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.

(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

* The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

Holiday Reminder

In observance of Martin Luther King Jr. holiday, **TexSTAR will be closed Monday, January 20, 2014.** All ACH transactions initiated on Friday, January 17th will settle on Tuesday, January 21st.

In observance of Presidents' Day, **TexSTAR will be closed Monday, February 17, 2014.** All ACH transactions initiated on Friday, February 14th will settle on Tuesday, February 18th.

Investment Forums

TexSTAR and First Southwest were pleased to offer three regional investment forums in December to our participants. These events included several notable speakers who addressed current regulatory and market topics that enabled our participants to be ahead of the curve on many upcoming issues. We would like to thank our TexSTAR Board members who hosted and attended these events in the various locations – Advisory Board members Monte Mercer with the North Central Texas Council of Government who hosted our Arlington conference and Eric Cannon with the Town of Addison, Governing Board President Bill Chapman with the Central Texas Regional Mobility Authority who hosted our Austin conference and Advisory Board member Nicole Conley with Austin ISD, and Governing Board member Kenneth Huewitt with Houston ISD who hosted our Houston conference. We enjoyed seeing our participants at these 2013 events and look forward to expanding these conferences in the future to reach our participants in other areas of the State.

Economic Commentary

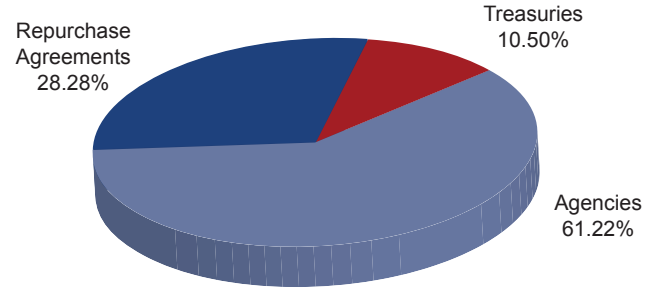
The quarter had an unpromising start, with a federal government shutdown and threats of a debt ceiling breach. Consumer confidence initially plunged; and many feared a sizable economic downturn, including the Fed, as evidenced by their reluctance to taper asset purchases in September. However, these fears proved unwarranted as the economy, led by the consumer, strengthened. Labor markets steadily improved heading into the end of the year. The unemployment rate fell to 7.0%, equity markets hit new record highs, with the S&P 500 Index gaining 30% and the Dow climbing 27% in 2013. The Fed announced on December 18th that it would start to taper its asset purchase program by $10 billion per month, $5 billion less in Treasury securities and $5 billion less in agency MBS starting in January 2014. The tapering announcement was broadly welcomed by equity investors as the decision was a positive signal about the strength of the U.S. economy and a return to more normal monetary policy. The expectations continue to be for subtrend global growth over the next three to six months, but the possibility of above-trend growth in the U.S. has grown. Consumption, investment and diminishing government restraint are leading the U.S. recovery and helping to bring down unemployment. The ongoing improvement in housing is also encouraging. The risks to bond markets have increased moderately. If growth and inflation pressures accelerate at a rate that leads the Fed to consider raising the fed funds target, then a sharp upward move in front-end yields will likely lead to larger bond losses.

This information is an excerpt from an economic report dated December 2013 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

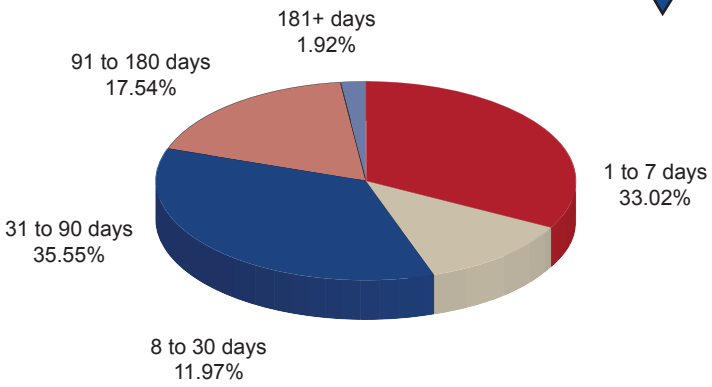
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

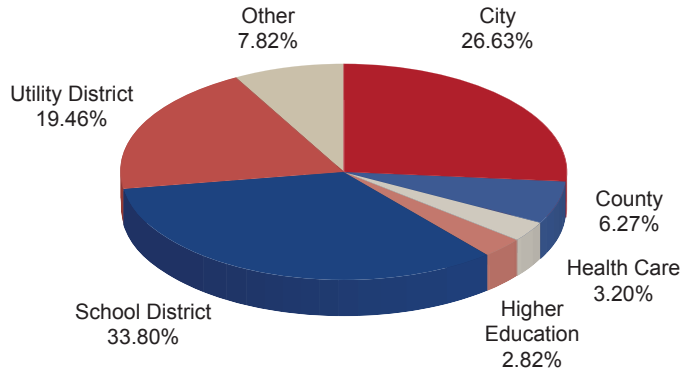
Portfolio by Type of Investment As of December 31, 2013



Portfolio by Maturity As of December 31, 2013



Distribution of Participants by Type As of December 31, 2013



Historical Program Information

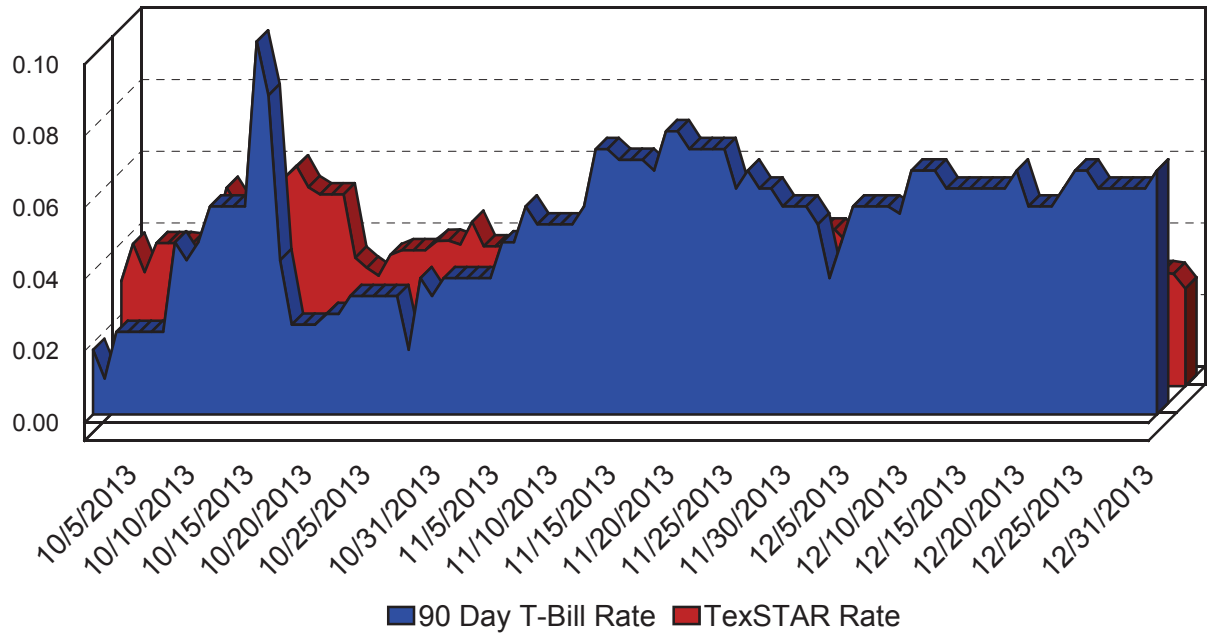
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Dec 13	0.0357%	$4,749,571,555.83	$4,749,808,699.35	1.000050	52	65	781
Nov 13	0.0405%	4,358,778,907.03	4,358,933,052.64	1.000035	52	63	781
Oct 13	0.0434%	4,549,543,382.92	4,549,816,768.31	1.000060	52	63	781
Sep 13	0.0390%	4,545,216,845.55	4,545,590,808.40	1.000082	52	64	781
Aug 13	0.0474%	4,682,919,318.35	4,683,351,916.02	1.000091	52	59	777
Jul 13	0.0487%	4,833,856,137.70	4,834,318,370.27	1.000095	52	56	776
Jun 13	0.0614%	5,173,585,142.53	5,173,948,421.52	1.000070	54	58	775
May 13	0.0723%	5,474,920,318.32	5,475,469,836.81	1.000100	54	59	773
Apr 13	0.1038%	5,496,240,712.35	5,496,953,468.88	1.000129	51	57	773
Mar 13	0.1125%	5,635,357,483.25	5,636,069,051.83	1.000126	52	60	770
Feb 13	0.0996%	6,248,843,373.19	6,249,277,988.81	1.000069	51	58	768
Jan 13	0.1103%	6,030,821,287.69	6,031,600,682.90	1.000129	48	57	767

Portfolio Asset Summary as of December 31, 2013

	Book Value	Market Value
Uninvested Balance	$ (4,175.40)	$ (4,175.40)
Accrual of Interest Income	1,478,720.33	1,478,720.33
Interest and Management Fees Payable	(348,507.47)	(348,507.47)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	1,342,648,000.00	1,342,648,000.00
Government Securities	3,405,797,518.37	3,406,034,661.89
Total	**$ 4,749,571,555.83**	**$ 4,749,808,699.35**

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact TexSTAR Participant Services.

TexSTAR versus 90-Day Treasury Bill



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at $1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill.

Daily Summary for December 2013

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
12/1/2013	0.0437%	0.000001197	$4,358,778,907.03	1.000035	52	67
12/2/2013	0.0404%	0.000001106	$4,380,243,636.05	1.000038	51	66
12/3/2013	0.0384%	0.000001052	$4,399,707,487.86	1.000040	52	66
12/4/2013	0.0356%	0.000000974	$4,355,151,531.62	1.000043	52	66
12/5/2013	0.0375%	0.000001028	$4,345,206,867.41	1.000041	53	68
12/6/2013	0.0363%	0.000000995	$4,309,338,202.94	1.000038	52	67
12/7/2013	0.0363%	0.000000995	$4,309,338,202.94	1.000038	52	67
12/8/2013	0.0363%	0.000000995	$4,309,338,202.94	1.000038	52	67
12/9/2013	0.0364%	0.000000998	$4,255,971,094.09	1.000039	53	68
12/10/2013	0.0353%	0.000000968	$4,285,747,956.42	1.000037	53	67
12/11/2013	0.0301%	0.000000825	$4,283,164,946.79	1.000023	52	67
12/12/2013	0.0284%	0.000000778	$4,275,537,153.49	1.000027	54	69
12/13/2013	0.0271%	0.000000743	$4,427,493,646.91	1.000023	50	64
12/14/2013	0.0271%	0.000000743	$4,427,493,646.91	1.000023	50	64
12/15/2013	0.0271%	0.000000743	$4,427,493,646.91	1.000023	50	64
12/16/2013	0.0408%	0.000001118	$4,380,317,624.53	1.000035	53	67
12/17/2013	0.0406%	0.000001111	$4,410,845,319.88	1.000029	54	69
12/18/2013	0.0451%	0.000001235	$4,396,630,110.83	1.000031	54	68
12/19/2013	0.0450%	0.000001232	$4,410,773,750.05	1.000037	52	66
12/20/2013	0.0424%	0.000001163	$4,418,457,892.83	1.000033	52	66
12/21/2013	0.0424%	0.000001163	$4,418,457,892.83	1.000033	52	66
12/22/2013	0.0424%	0.000001163	$4,418,457,892.83	1.000033	52	66
12/23/2013	0.0373%	0.000001022	$4,452,771,708.67	1.000031	51	64
12/24/2013	0.0342%	0.000000937	$4,575,755,281.38	1.000031	51	63
12/25/2013	0.0342%	0.000000937	$4,575,755,281.38	1.000031	51	63
12/26/2013	0.0312%	0.000000856	$4,585,914,700.93	1.000033	51	64
12/27/2013	0.0318%	0.000000870	$4,623,713,557.57	1.000038	50	63
12/28/2013	0.0318%	0.000000870	$4,623,713,557.57	1.000038	50	63
12/29/2013	0.0318%	0.000000870	$4,623,713,557.57	1.000038	50	63
12/30/2013	0.0313%	0.000000857	$4,648,069,345.33	1.000040	49	62
12/31/2013	0.0272%	0.000000746	$4,749,571,555.83	1.000050	47	60
Average	0.0357%	0.000000977	$4,434,287,876.14		52	65

TexSTAR Participant Services
First Southwest Asset Management, Inc.
325 North St. Paul Street, Suite 800
Dallas, Texas 75201

TexSTAR

TexSTAR Board Members

William Chapman	*Central Texas Regional Mobility Authority*	*Governing Board President*
Nell Lange	*City of Frisco*	*Governing Board Vice President*
Kenneth Huewitt	*Houston ISD*	*Governing Board Treasurer*
Michael Bartolotta	*First Southwest Company*	*Governing Board Secretary*
Joni Freeman	*JP Morgan Chase*	*Governing Board Asst. Sec./Treas.*
Eric Cannon	*Town of Addison*	*Advisory Board*
Nicole Conley	*Austin ISD*	*Advisory Board*
Pamela Moon	*City of Lubbock*	*Advisory Board*
Monte Mercer	*North Central TX Council of Government*	*Advisory Board*
Oscar Cardenas	*Northside ISD*	*Advisory Board*
Stephen Fortenberry	*Plano ISD*	*Advisory Board*
Becky Brooks	*Government Resource Associates, LLC*	*Advisory Board*
Len Santow	*Griggs & Santow*	*Advisory Board*

For more information contact TexSTAR Participant Services ★ 1-800-TEX-STAR ★ www.texstar.org

FirstSouthwest

J.P.Morgan
Asset Management

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Quarterly Investment Report

For Quarter Ending

March 31, 2014

Hidalgo County Regional Mobility Authority
SUMMARY
QUARTERLY INVESTMENT REPORT
For Quarter Ending March 31, 2014

	Treasuries	Agencies	Local Govt Investment Pool	Money Mkt Fund	Total
COST					
Beginning Balance	$ -	$ -	$ 54,636,017	$ 325,248	$ 54,961,265
Additions:					
Purchases	-	-	-	975,744	975,744
Investment Earnings	-	-	4,129	33	4,162
Transfers-In	-	-	-	-	-
Deductions:					
Withdrawals	-	-	(1,878,983)	-	(1,878,983)
Transfers-Out	-	-	-	-	-
Maturiies	-	-	-	-	-
Ending Balance	$ -	$ -	$ 52,761,163	$ 1,301,025	$ 54,062,188
MARKET VALUE					
Beginning Balance	$ -	$ -	$ 54,638,749	$ 325,270	$ 54,964,019
Ending Balance	$ -	$ -	$ 52,764,276	$ 1,301,012	$ 54,065,288
Weighted Average Maturity			49	47	49
Weighted Average Yield			0.0340%	0.0100%	0.0273%

Hidalgo County Regional Mobility Authority
DETAIL - HOLDINGS BY FUND
QUARTERLY INVESTMENT REPORT
For Quarter Ending March 31, 2014

Type of Security/Fund	Description	Cusip #	Date Purchased	Date Maturity	Yield	Beginning Cost	Purchases	Interest	Transfer	Adjusted Cost	Market Value
Treasuries											
None											
Local Govt Investment Pool											
(TexSTAR)											
General Operating Fund	As Shown	N/A		N/A	0.0340%	79,513	-	5	(30,000)	49,518	49,521
Bond Construction Fund Series 2013	As Shown	N/A			0.0340%	51,247,491	-	3,846	(1,848,983)	49,402,354	49,405,269
Vehicle Registration Fund	As Shown	N/A			0.0340%	3,308,860	-	278	-	3,309,138	3,309,333
Loop Project Fund	As Shown	N/A			0.0340%	153	-	-	-	153	153
Total LGIP (TexSTAR)						54,636,017	-	4,129	(1,878,983)	52,761,163	52,764,276
Money Market Fund											
(Federated Govt Obligations)											
Debt Service Fund	As Shown	N/A	Beginning Balance		0.0100%	325,248	975,744	33	-	1,301,025	1,301,012
			1/17/2014			325,248					
			2/21/2014			325,248					
			3/20/2014			325,248					
Total Purchases						975,744					

TexSTAR

Monthly Newsletter – March 2014

Performance

As of March 31, 2014

Current Invested Balance	$5,447,221,784.71
Weighted Average Maturity (1)	49 Days
Weighted Average Maturity (2)	65 Days
Net Asset Value	1.000059
Total Number of Participants	784
Management Fee on Invested Balance	0.05%*
Interest Distributed	$426,760.19
Management Fee Collected	$237,258.48
% of Portfolio Invested Beyond 1 Year	1.45%
Standard & Poor's Current Rating	AAAm

Rates reflect historical information and are not an indication of future performance.

March Averages

Average Invested Balance	$5,587,768,965.54
Average Monthly Yield, on a simple basis	0.0400%
Average Weighted Average Maturity (1)*	51 Days
Average Weighted Average Maturity (2)*	66 Days

Definition of Weighted Average Maturity (1) & (2)

(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.

(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

* The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

New Participants

We would like to welcome the following entity who joined the TexSTAR program in March:

★ City of Glen Rose

Holiday Reminder

In observance of Good Friday, **TexSTAR will be closed Friday, April 18, 2014.** All ACH transactions initiated on Thursday, April 17th will settle on Monday, April 21st. Notification of any early transaction deadlines on the business day preceding this holiday will be sent by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

Economic Commentary

Investors entered 2014 with the expectation that equity markets would continue to rally and bonds would sell-off, yet things turned out a bit different. While developed market equities posted positive returns, these were small compared to the fourth quarter 2013. Meanwhile, bonds outperformed equities and the U.S. Treasuries also strengthened. Concerns about an uneven U.S. economy, a slowdown in the emerging markets, and turmoil in Ukraine benefited U.S. Treasuries during most of the quarter, while emerging market equities and bonds suffered. The Federal Reserve's initiation of its gradual retreat from quantitative easing led to a "liquidity squeeze" in those emerging market countries with weaker current account balances that had relied on the influx of global liquidity over the last few years and a flight to quality in U.S Treasuries. At the March FOMC meeting, the Committee reiterated that the fed funds rate will remain in the current 0 to 25bps range for a considerable time, but in the press conference, Chairwoman Yellen surprised markets when she mentioned that "considerable time" could mean "six months" after asset purchases end. In addition, the Federal Reserve participants' median projections of the fed funds rate were higher than the December 2013 meeting projections for 2015 and 2016. Investors immediate responded by selling U.S. Treasuries, especially shorter maturities.

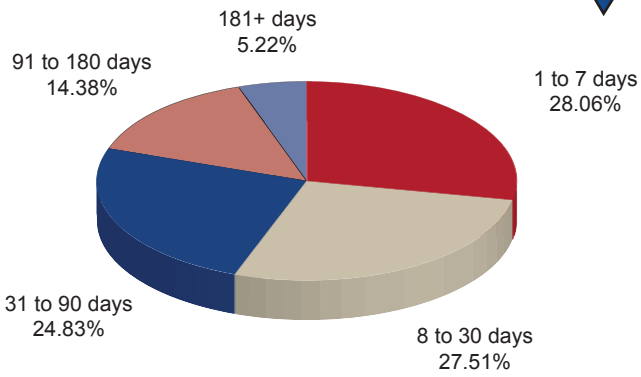
The global economy continues to recover, but not expand, with base case scenario still being sub-trend global growth through the remainder of the year. Economic recovery in the U.S. is broadening, excluding the weather impact, while Europe appears to be stabilizing. However, this optimism is offset by a generally deteriorating trade surplus in Japan and tighter credit conditions in China. Labor market slack in the U.S. remains sufficient to keep inflation at low levels. Inflation risks are to the downside, as deflation is still a very real threat in peripheral Europe, and Japan is exporting its deflation to the U.S. Central banks will remain accommodative until deleveraging is complete or inflation is evident.

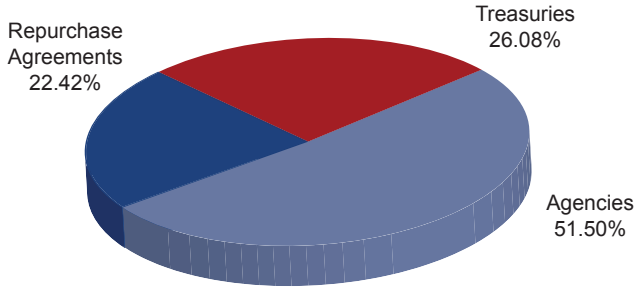
This information is an excerpt from an economic report dated March 2014 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

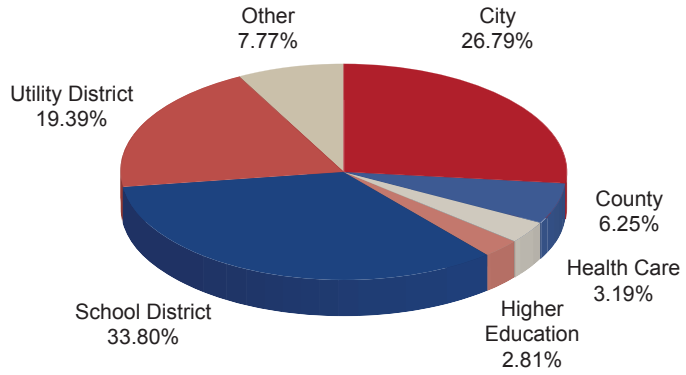
Portfolio by Type of Investment As of March 31, 2014





Portfolio by Maturity As of March 31, 2014

Distribution of Participants by Type As of March 31, 2014



Historical Program Information

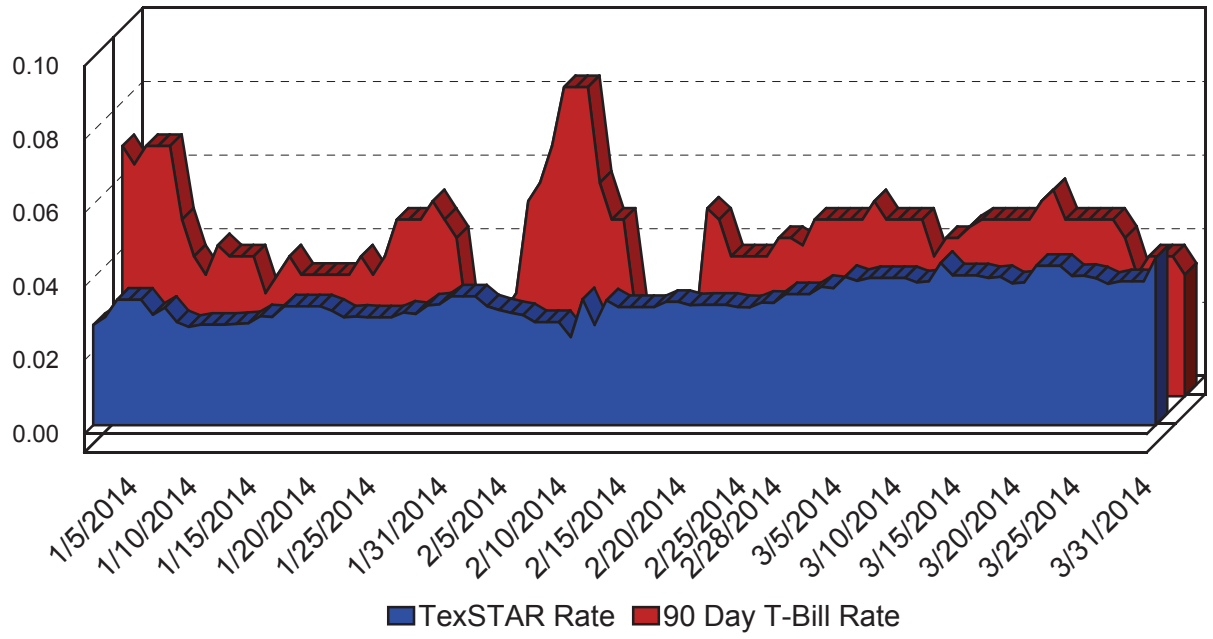
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Mar 14	0.0400%	$5,447,221,784.71	$5,447,546,676.56	1.000059	51	66	784
Feb 14	0.0318%	5,890,162,246.46	5,890,513,830.50	1.000066	49	65	783
Jan 14	0.0303%	5,518,659,649.58	5,518,895,897.21	1.000048	49	64	781
Dec 13	0.0357%	4,749,571,555.83	4,749,808,699.35	1.000050	52	65	781
Nov 13	0.0405%	4,358,778,907.03	4,358,933,052.64	1.000035	52	63	781
Oct 13	0.0434%	4,549,543,382.92	4,549,816,768.31	1.000060	52	63	781
Sep 13	0.0390%	4,545,216,845.55	4,545,590,808.40	1.000082	52	64	781
Aug 13	0.0474%	4,682,919,318.35	4,683,351,916.02	1.000091	52	59	777
Jul 13	0.0487%	4,833,856,137.70	4,834,318,370.27	1.000095	52	56	776
Jun 13	0.0614%	5,173,585,142.53	5,173,948,421.52	1.000070	54	58	775
May 13	0.0723%	5,474,920,318.32	5,475,469,836.81	1.000100	54	59	773
Apr 13	0.1038%	5,496,240,712.35	5,496,953,468.88	1.000129	51	57	773

Portfolio Asset Summary as of March 31, 2014

	Book Value	Market Value
Uninvested Balance	$ (210.76)	$ (210.76)
Accrual of Interest Income	2,330,729.87	2,330,729.87
Interest and Management Fees Payable	(529,662.01)	(529,662.01)
Payable for Investment Purchased	(55,005,555.00)	(55,005,555.00)
Repurchase Agreement	1,233,113,000.00	1,233,113,000.00
Government Securities	4,267,313,482.61	4,267,638,374.46
Total	**$ 5,447,221,784.71**	**$ 5,447,546,676.56**

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact TexSTAR Participant Services.

TexSTAR versus 90-Day Treasury Bill



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at $1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill.

Daily Summary for March 2014

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
3/1/2014	0.0356%	0.000000975	$5,890,162,246.46	1.000066	44	60
3/2/2014	0.0356%	0.000000975	$5,890,162,246.46	1.000066	44	60
3/3/2014	0.0376%	0.000001030	$5,628,872,486.03	1.000066	45	62
3/4/2014	0.0372%	0.000001020	$5,648,164,262.60	1.000060	46	62
3/5/2014	0.0403%	0.000001104	$5,629,385,290.86	1.000057	44	60
3/6/2014	0.0392%	0.000001073	$5,671,399,530.32	1.000057	49	65
3/7/2014	0.0400%	0.000001095	$5,568,571,894.09	1.000047	49	66
3/8/2014	0.0400%	0.000001095	$5,568,571,894.09	1.000047	49	66
3/9/2014	0.0400%	0.000001095	$5,568,571,894.09	1.000047	49	66
3/10/2014	0.0400%	0.000001095	$5,530,876,476.20	1.000046	48	65
3/11/2014	0.0388%	0.000001062	$5,539,755,658.67	1.000052	51	67
3/12/2014	0.0391%	0.000001071	$5,512,075,307.92	1.000051	52	68
3/13/2014	0.0441%	0.000001208	$5,539,989,889.85	1.000052	55	71
3/14/2014	0.0407%	0.000001114	$5,638,072,986.86	1.000047	52	67
3/15/2014	0.0407%	0.000001114	$5,638,072,986.86	1.000047	52	67
3/16/2014	0.0407%	0.000001114	$5,638,072,986.86	1.000047	52	67
3/17/2014	0.0400%	0.000001097	$5,654,242,986.09	1.000046	51	66
3/18/2014	0.0403%	0.000001103	$5,603,963,532.88	1.000043	53	69
3/19/2014	0.0385%	0.000001054	$5,634,928,898.54	1.000039	52	68
3/20/2014	0.0388%	0.000001062	$5,655,607,375.29	1.000042	54	69
3/21/2014	0.0433%	0.000001185	$5,579,011,724.61	1.000045	55	70
3/22/2014	0.0433%	0.000001185	$5,579,011,724.61	1.000045	55	70
3/23/2014	0.0433%	0.000001185	$5,579,011,724.61	1.000045	55	70
3/24/2014	0.0405%	0.000001109	$5,520,160,036.60	1.000036	54	70
3/25/2014	0.0406%	0.000001112	$5,544,219,452.89	1.000041	53	69
3/26/2014	0.0399%	0.000001093	$5,485,635,601.05	1.000042	53	68
3/27/2014	0.0384%	0.000001053	$5,498,305,332.40	1.000057	52	67
3/28/2014	0.0391%	0.000001070	$5,446,246,573.03	1.000052	50	65
3/29/2014	0.0391%	0.000001070	$5,446,246,573.03	1.000052	50	65
3/30/2014	0.0391%	0.000001070	$5,446,246,573.03	1.000052	50	65
3/31/2014	0.0454%	0.000001243	$5,447,221,784.71	1.000059	49	65
Average	0.0400%	0.000001095	$5,587,768,965.54		51	66

TexSTAR Participant Services
First Southwest Asset Management, Inc.
325 North St. Paul Street, Suite 800
Dallas, Texas 75201

TexSTAR

TexSTAR Board Members

William Chapman	*Central Texas Regional Mobility Authority*	*Governing Board President*
Nell Lange	*City of Frisco*	*Governing Board Vice President*
Kenneth Huewitt	*Houston ISD*	*Governing Board Treasurer*
Michael Bartolotta	*First Southwest Company*	*Governing Board Secretary*
Joni Freeman	*JP Morgan Chase*	*Governing Board Asst. Sec./Treas.*
Eric Cannon	*Town of Addison*	*Advisory Board*
Nicole Conley	*Austin ISD*	*Advisory Board*
Pamela Moon	*City of Lubbock*	*Advisory Board*
Monte Mercer	*North Central TX Council of Government*	*Advisory Board*
Oscar Cardenas	*Northside ISD*	*Advisory Board*
Stephen Fortenberry	*Plano ISD*	*Advisory Board*
Becky Brooks	*Government Resource Associates, LLC*	*Advisory Board*

For more information contact TexSTAR Participant Services ★ 1-800-TEX-STAR ★ www.texstar.org

FirstSouthwest

J.P.Morgan
Asset Management

Item 1A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**1A**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/14/14**
FINANCE COMMITTEE		**MEETING DATE**	**7/23/14**
TECHNICAL COMMITTEE			

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

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

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

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

4. Budgeted: ___ Yes ___ No X N/A

5. Staff Recommendation**: Report Only.**

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

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

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

9. Chief Financial Officer's Recommendation: ___ Approved ___ Disapproved **X** None

10. Executive Director's Recommendation: ___ Approved ___ Disapproved **X** None

Item 2A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2A**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/14/14**
FINANCE COMMITTEE		**MEETING DATE**	**7/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **APPROVAL OF MINUTES FOR REGULAR MEETING HELD JUNE 18, 2014.**

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

   Consideration and approval of minutes for the Hidalgo County Regional Mobility Authority Board of Directors Regular Meeting held June 18, 2014.

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

4. Budgeted: ___Yes ___No X N/A

5. Staff Recommendation**: Motion to approve the minutes for the Board of Director's Regular Meeting held June 18, 2014, as presented.**

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

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

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

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

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

STATE OF TEXAS
COUNTY OF HIDALGO
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

The Hidalgo County Regional Mobility Authority Board of Directors convened for a Regular Meeting on **Wednesday, June 18, 2014**, at 5:30 pm at the Pharr City Hall, City Commission Chambers, 2nd Floor, 118 South Cage Boulevard, Pharr, Texas, with the following present:

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

CALL TO ORDER FOR REGULAR MEETING

Chairman Burleson called the regular meeting to order at 5:40 pm.

PUBLIC COMMENT

Citizen Wes Clemens, resident of Quiet Village Subdivision, spoke about the International Bridge Trade Corridor Project. No action taken.

1. REPORTS

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

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

Motion by Michael Cano, with a second by Forrest Runnels, to approve the Consent Agenda with the exception of items 2B and 2F. Motion carried unanimously.

A. Approval of Minutes for Regular Meeting held May 21, 2014.
Approved the Minutes for Regular Meeting held May 21, 2014 as presented.

B. Approval of Project & General Expense Report for the period from May 14, 2014 to June 10, 2014.
Motion by Michael Cano, with a second by Josue Reyes, to approve the Project & General Expense Report for the period of May 14, 2014 to June 10, 2014 in the revised aggregate amount of $1,466,686.31 subject to review and approval from the Program Manager and HCRMA Staff.

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

D. Approval of Quarterly Investment Report for the periods ending September 30, 2013, December 31, 2013 and March 31, 2014.
Approved the Quarterly Investment Report for the period ending September 30, 2013.

E. Resolution 2014-50 – Authorizing Celia Gaona as a signatory for Hidalgo County Regional Mobility Authority Credit Card with PlainsCapital Bank and authorizing a single transaction limit of $1,500.00 and a monthly credit limit of $3,000.00.
Approved Resolution 2014-50 – Authorizing Celia Gaona as a signatory for the Hidalgo County Regional Mobility Authority Credit Card with PlainsCapital Bank and authorizing a single transaction limit of $1,500.00 and a monthly credit limit of $3,000.00.

F. Resolution 2014-51 – Approval of Supplemental Number 2 to Work Authorization Number 3 to the Professional Service Agreement with TEDSI Infrastructure Group to prepare utility easement plats for Military Highway Water Supply Corporation water line adjustment as part of the US 281/Military Highway Overpass Project.
Motion by David Guerra, with a second by Michael Cano, to approve Resolution 2014-51 – Approval of Supplemental Number 2 to Work Authorization Number 3 for to the Professional Service Agreement with TEDSI Infrastructure Group to prepare utility easement plats for Military Highway Water Supply Corporation water line adjustment as part of the US 281/Military Highway Overpass Project in the amount of $13,821.79 for a revised amount of $2,146,248.66.

G. Resolution 2014-60 – Approval of Agreement with FSC to perform post compliance services.
Approved Resolution 2014-60 – Approval of Agreement with FSC to perform post compliance services.

3. REGULAR AGENDA

A. Resolution 2014-52 – Authorization to establish the 4th Wednesday of the month as the date for the Regular Board of Directors Regular Meeting.
Motion by Forrest Runnels, with a second by Michael Cano, to approve Resolution 2014-52 – Authorization to establish the 4th Wednesday of the month as the date for the Board of Directors Regular Meeting. Motion carried unanimously.

B. Resolution 2014-53 - Award of Contract to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for Professional Service Agreements for Surveying Services for the International Bridge Trade Corridor Project.
Motion by David Guerra, with a second by Michael Cano, to approve Resolution 2014-53 – Award of Contract to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for Professional Service Agreements for Surveying Services for the International Bridge Trade Corridor Project. Motion carried unanimously.

C. Resolution 2014-54 – Approval of Work Authorization Number 1 to Professional Service Agreement with Halff Associates to prepare parcel plats and descriptions for the International Bridge Trade Corridor Project.
Motion by David Guerra, with a second by Josue Reyes, to approve Resolution 2014-54 – Approval of Work Authorization Number 1 to Professional Service Agreement with Halff Associates to prepare parcel plats and descriptions for the International Bridge Trade Corridor Project in the amount of $40,800.00. Motion carried unanimously.

D. Resolution 2014-55 – Approval of Work Authorization Number 1 to Professional Service Agreement with Quintanilla, Headley and Associates to prepare parcel plats and descriptions for the International Bridge Trade Corridor Project.
Motion by Michael Cano, with a second by Josue Reyes, to approve Resolution 2014-55 – Approval of Work Authorization Number 1 to Professional Service Agreement with Quintanilla, Headley and Associates to prepare parcel plats and descriptions for the International Bridge Trade Corridor Project in the amount of $25,111.00. Motion carried unanimously.

E. Resolution 2014-56 - Approval of Work Authorization Number 1 to Professional Service Agreement with R. Gutierrez Engineering to prepare parcel plats and descriptions for the International Bridge Trade Corridor Project.
Motion by Michael Cano, with a second by David Guerra, to approve Resolution 2014-56 – Approval of Work Authorization Number 1 to Professional Service Agreement with R. Gutierrez Engineering to prepare parcel plats and descriptions for the International Bridge Trade Corridor Project in the amount of $75,760.00. Motion carried unanimously.

F. Resolution 2014-57 - Approval of Work Authorization Number 1 to Professional Service Agreement with Melden & Hunt to prepare parcel plats and descriptions for the International Bridge Trade Corridor Project.
Motion by David Guerra, with a second by Josue Reyes, to approve Resolution 2014-57 – Approval of Work Authorization Number 1 to Professional Service Agreement with Melden & Hunt to prepare parcel plats and descriptions for the International Bridge Trade Corridor Project in the amount of $26,210.00. Motion carried unanimously.

G. Resolution 2014-58 - Approval of Work Authorization Number 17 to Professional Service Agreement with Dannenbaum Engineering to prepare traffic signal warrant projected traffic counts for the State Highway 365 and International Bridge Trade Corridor Project.
Motion by Michael Cano, with a second by Josue Reyes, to approve Resolution 2014-58 – Approval of Work Authorization Number 17 to Professional Service Agreement with Dannenbaum Engineering to prepare traffic signal warrant projected traffic counts for the State Highway 365 and International Bridge Trade Corridor Project in the amount of $110,078.54, subject to an increase in the maximum payable fee in the amount of $110,078.54. Motion carried unanimously.

H. Resolution 2014-59 - Approval of Supplemental Number 5 to Professional Service Agreement with Dannenbaum Engineering to increase the maximum payable amount for Work Authorization Number 17.
Motion by Michael Cano, with a second by Josue Reyes, to table Resolution 2014-59 – Approval of Supplemental Number 5 to Professional Service Agreement with Dannenbaum Engineering to increase the maximum payable amount for Work Authorization Number 17 in the amount of $110,078.54 for a revised maximum payable fee of $17,517,371.48. Motion carried unanimously.

4. CHAIRMAN'S REPORT

A. Report on meeting with TxDOT Officials held June 11, 2014 in Austin, Texas.
Chairman Burleson reported on the meeting with TxDOT Officials held June 11, 2014 in Austin, Texas. No action taken.

5. TABLED ITEMS

A. Resolution 2014-49 – Approval of Work Authorization Number 4 to Professional Service Agreement with L&G Engineering to provide final plans, specifications and estimates for the State Highway 365 Project from FM 396 (Anzalduas Highway) to FM 1016 (Conway Avenue). No action taken.

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 enter into Executive Session on any item(s).

A. Consultation with Board Attorney on legal issues pertaining to the deliberation of real property for the State Highway 365 and International Bridge Trade Corridor Projects (Section 551.072 T.G.C.).
No action taken.

B. Consultation with Board Attorney on legal issues pertaining to Early Right of Way Acquisition for the State Highway 365 and International Bridge Trade Corridor Projects (Section 551.071 T.G.C).
No action taken.

C. Consultation with Board Attorney on legal issues pertaining to the environmental clearance process for the State Highway 365 and International Bridge Trade Corridor Projects (Section 551.071 T.G.C.).
No action taken.

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

E. Consultation with Board Attorney on legal issues pertaining to the proposed South Texas Class I Rail Project (Section 551.071 T.G.C.).
No action taken.

F. 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 6:34 pm.

_____

Dennis Burleson, Chairman

Attest:

_____

Ricardo Perez, Secretary/Treasurer

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Item 2B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2B**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/14/14**
FINANCE COMMITTEE		**MEETING DATE**	**7/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **APPROVAL OF PROJECT AND GENERAL EXPENSE REPORT FROM JUNE 11, 2014 THROUGH JULY 11, 2014**

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

   Consideration and approval of project and general expense report for the period from June 11, 2014 to July 11, 2014.

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

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

General Account	$ 51,315.75
VRF Bond Account	$1,797,136.77
Total Project Expenses for Reporting Period	**$1,848,452.52**
Fund Balance after Expenses	$47,990,906

5. Staff Recommendation**: Motion to approve the project and general expense report for the period from June 11, 2014 to July 11, 2014, as presented.**

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

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

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

9. Chief Financial Officer's Recommendation: **X** Approved ___Disapproved ___None

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

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: July 14, 2014

Re: **Expense Report for the Period from June 11, 2014 to July 11, 2014**

Attached is the expense report for the period commencing on June 11, 2014 and ending on July 11, 2014.

Expenses for the General Account total $51,315.75 and for the VRF Bond Account total $1,797,136.77. The aggregate expense for the reporting period is $**1,848,452.52**.

Based on review by this office, **approval of expenses for the reporting period is recommended in the aggregate amount of $1,848,452.52**.

This leaves a fund balance (all funds) after expenses of $47,990,906.

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

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

EXPENSE REPORT

JULY 23, 2014

Consolidated Cash - 9008545

		Make Check Payable to	Date	Memo:	Date Work Performed	Amount	Ck #
Salaries & Wages							
	16200.000	City of McAllen	6/25/2014	Payroll 13	6/9/14-6/22/14	$ 20,653.04	1081
	16200.000	City of McAllen	7/9/2014	Payroll 14	6/3/14-7/6/14	$ 17,959.30	1082
	16200.000	City of McAllen	6/17/2014	44182/45072	May and June 2014	$ 496.24	1083
Dues & Subscriptions							
	16100.000	Jerry Dale					
Supplies							
	11210.000	Office Depot					
	17220.000	Verizon Wireless					
Travel & Training							
	16600.000	A Fast Delivery	6/17/2014	2014002115	6/13/14-6/13/14	$ 47.50	1076
	16600.000	A Fast Delivery	7/1/2014	2014002296	6/16/14-6/19/14	$ 133.75	1077
	16600.000	Carlos Moreno Jr.	5/23/2014	Travel	5/23/2014	$ 60.34	1078
	16600.000	Celia Gaona	6/13/2014	Travel	6/9/14-6/11/14	$ 319.68	1079
	16600.000	Celia Gaona	7/2/2014	Travel	6/29/14-6/30/14	$ 357.00	1080
	16600.000	Jerry Dale	7/2/2014	Travel	6/29/14-6/30/14	$ 434.25	1086
	16600.000	Jerry Dale	7/10/2014	Travel	7/7/14-7/9/14	$ 593.53	1089
Rental Contractual							
	17150.000	City of Pharr	7/1/2014	HC070114	July 2014	$ 1,000.00	1084
	17151.000	dahill	6/26/2014	31577681-9	6/22/14-7/21/14	$ 905.35	1085
Professional Services							
	17120.000	Jerry Dale			June 2014	$ 4,750.00	ACH
	17160.000	Pena Designs	6/30/2014	25	June 2014	$ 150.00	ACH
	17050.000	Salinas Allen Schmitt	7/3/2014	108165	May-14	$ 850.00	1088
	17100.000	Bracewell Guiliani	7/7/2014	21586403	June 2014	$ 420.84	ACH
	17100.000	Law Office of Daniel G. Rios	7/3/2014	10554	June 2014	$ 1,140.00	ACH
	17310.000	PlainsCapital Bank	6/30/2014		Visa Closing 6/30/2014	$ 1,044.93	1087
						$ 51,315.75	

VRF Bond - ACCT 01080720130

Engineering Services								
	88101.000	L&G Engineering	7/3/2014	11324880	WA2	6/1/14-6/30/14	$ 14,359.32	ACH
	88101.000	L&G Engineering	7/3/2014	11324858	WA3	6/1/14-6/30/14	$ 318,120.32	ACH
	88101.000	S&B	7/4/2014	5	WA2	6/1/14-6/30/14	$ 255,161.21	ACH
	88101.000	Tedsi	6/17/2014	20141942	WA4	5/1/14-5/31/14	$ 168,362.38	ACH
	88201.000	Halff	6/14/2014	M185605	WA1	5/25/14-6/19/14	$ 77,803.83	ACH
	88201.000	S&B						ACH
	88201.000	Tedsi	6/17/2014	201411943	WA1	NTP-5/31/14	$ 163,277.89	ACH
Surveying Services								
	88101.000	DLS	7/3/2014	10	WA 1	3/18/14-7/3/14	$ 32,300.00	ACH
	88101.000	Quintanilla, Headly & Assoc						ACH
Environmental								
	88100.000	Atkins	7/7/2014	1197604		6/2/14-6/29/14	$ 12,163.63	ACH
	88200.000	Atkins	7/8/2014	1197636		6/2/14-6/29/14	$ 13,861.88	ACH
Legal Services								
	87100.000	Bracewell Guiliani	7/7/2014	21586404		June 2014	$ 3,500.00	ACH
	88203.000	Law Office of Daniel G. Rios	7/3/2014	10553		June 2014	$ 3,512.50	ACH
Program Management								
	88000.000	Dannenbaum	7/9/2014	4652-01/32/XV		6/1/14-6/30/14	$ 682,440.19	ACH
Acquisition Services	88202.000	Sierra Title of Hidalgo County	6/12/2014	4945			$ 1,299.00	ACH
	88202.000	Sendero Acquisitions, LP	6/30/2014	6302014		June 2014	$ 6,650.00	ACH
ROW Services								
	88203.000	Leonel Garza Jr. & Associates	7/7/2014	2527		June 2014	$ 40,000.00	ACH
		Berntsen	7/7/2014	159478		6/27/14	$ 4,324.62	
Financial Services								
		First Southwest						
							$ 1,797,136.77	

Recommend Approval/Pilar Rodriguez, E.D.

Ricardo Perez, Secretary/Treasurer

Dennis Burleson, Chairman

Date Approved

Sub Total - General	$ 51,315.75
Sub Total - Projects	$ 1,797,136.77
Total	**$ 1,848,452.52**

City of McAllen PAYROLL 13 (2014)

Memorandum

To: Flor E. Koll

From: Abel Carbajal
Interim Payroll Manager

Date: June 25, 2014

Re: Payroll for Pilar Rodriguez, Flor E. Koll, Carlos Moreno and Celia Gaona

Please submit a check in the amount of $ 20,653.04 to the Finance Department. This is to cover the following: payroll from 6/9/2014 through 6/22/2014

The following is a breakdown:

RA	Salary	17,945.46
RB	Overtime	0.00
RC		
RD	FICA	885.70
RE	TMRS	1,191.58
RF	TWC	0.00
RG	Group Term Life Ins	9.80
RH	Health Insurance Emp plus Fam	620.50
RI	Workers Compensation	0.00
	Total amount invoiced for:	$ 20,653.04

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

Thank you.

City of McAllen

PAYROLL 14 (2014)

Memorandum

To: Flor E. Koll

From: Abel Carbajal
Interim Payroll Manager

Date: July 9, 2014

Re: Payroll for Pilar Rodriguez, Flor E. Koll, Carlos Moreno and Celia Gaona

Please submit a check in the amount of $ 17,959.30 to the Finance Department. This is to cover the following: payroll from 6/23/2014 through 7/6/2014

The following is a breakdown:

RA	Salary	15,584.28
RB	Overtime	0.00
RC		
RD	FICA	709.92
RE	TMRS	1,034.80
RF	TWC	0.00
RG	Group Term Life Ins	9.80
RH	Health Insurance Emp plus Fam	620.50
RI	Workers Compensation	0.00
	Total amount invoiced for:	$ 17,959.30

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

Account:	38883
Date:	6/17/2014

Amount Paid:

Customer No.: 38883
TYPE: Agency: Administration

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
000044182	5/15/2014	SLS	Sales / Invoices	$248.12	$248.12
000045072	6/17/2014	SLS	Sales / Invoices	$248.12	$496.24

Current	31 - 60 Days	61 - 90 Days	91 and Over
$496.24	$0.00	$0.00	$0.00

Amount Due:	$496.24

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: 6/17/2014
CUSTOMER NO: 38883

NAME: HIDALGO COUNTY REGIONAL MOBILITY A
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: $496.24

Regional Mobility Authority PRE-BILL AGENCYACCOUNT										
EMPLOYEE NAME	STATUS	HEALTH	DENTAL	VISION	BASIC	SUPP LIFE	LTD	STD	ADMIN FEES (38883)	
Rodriguez, Pilar	FT	Family	PAYROLL DEDUCTED						$	62.03
Koll, Flor	FT	Self	PAYROLL DEDUCTED						$	62.03
Gaona, Celia	FT	Self	PAYROLL DEDUCTED						$	62.03
Moreno, Carlos	FT	Self	PAYROLL DEDUCTED						$	62.03
TOTALS			$ -	$ -	$ -	$ -	$ -		$	248.12

Inv #2014002115 INVOICE 6/17/2014

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 6/15/2014.

ITEMIZED LISTING

JobNumber	Priority	Legs	Drop Date	Requestor	Reference	Amount Due
2014016225	**REGULAR**		**6/13/2014**	**TS/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	EIA PROPERTIES - 506 E CANTON - EDINBURG, TX					
Released:	6/13/2014 11:58 am	Dropped Off: 6/13/2014 12:15 pm				
2014016226	**REGULAR**		**6/13/2014**	**TS/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	LINEBERGER,GOGGAN,BLAIR & SEMP - 205 S PIN OAK AVE - EDINBURG, TX 78539					
Released:	6/13/2014 11:58 am	Dropped Off: 6/13/2014 12:25 pm				
2014016227	**REGULAR**		**6/13/2014**	**TS/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	IBC BANK - 1 S BROADWAY - MCALLEN, TX 78501					
Released:	6/13/2014 11:58 am	Dropped Off: 6/13/2014 1:04 pm				
2014016228	**REGULAR**		**6/13/2014**	**TS/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	CANTU CONSTRUCTION - 5221 N MCCOLL - MCALLEN, TX					
Released:	6/13/2014 11:58 am	Dropped Off: 6/13/2014 12:43 pm				
2014016229	**REGULAR**		**6/13/2014**	**TS/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	DANNEN BAUM ENGINEERING - 1109 NOLANA LOOP STE 208 - MCALLEN, TX 78501					
Released:	6/13/2014 11:58 am	Dropped Off: 6/13/2014 12:50 pm				
2014016230	**REGULAR**		**6/13/2014**	**TS/FLOR**		**$7.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	DENNIS BURLESON - 1504 DONS DR - MISSION, TX 78501					
Released:	6/13/2014 11:58 am	Dropped Off: 6/13/2014 1:18 pm				
2014016231	**REGULAR**		**6/13/2014**	**TS/FLOR**		**$7.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	RIO BANK - 401 N BENTSEN PALM DRIVE - MISSION, TX					
Released:	6/13/2014 11:58 am	Dropped Off: 6/13/2014 1:33 pm				

Number of Jobs: 7

Total Charges:	**$47.50**
Total Credits:	**$0.00**
Amount Due:	**$47.50**

Inv #2014002296 INVOICE 7/1/2014

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 6/30/2014.

ITEMIZED LISTING

JobNumber	Priority	Legs	Drop Date	Requestor	Reference	Amount Due
2014016295	**REGULAR**		**6/16/2014**	**SG/VALERIE**		**$8.25**
From:	SALINAS ALLEN & SCHMITT - 2300 W.PIKE BLVD STE 201 - WESLACO, TX 78596					
To:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
Released:	6/16/2014 8:13 am	Dropped Off: 6/16/2014 10:36 am				
2014016396	**REGULAR**		**6/17/2014**	**TS/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	EIA PROPERTIES - 506 E CANTON - EDINBURG, TX					
Released:	6/17/2014 8:00 am	Dropped Off: 6/17/2014 9:46 am				
2014016397	**REGULAR**		**6/17/2014**	**TS/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO JUDGE RAMON GARCIA - 302 W UNIVERSITY - EDINBURG, TX 78539					
Released:	6/17/2014 8:00 am	Dropped Off: 6/17/2014 9:38 am				
2014016398	**REGULAR**		**6/17/2014**	**TS/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT4 JOSEPH PALACIO - 1051 N DOOLITTLE - EDINBURG, TX					
Released:	6/17/2014 8:00 am	Dropped Off: 6/17/2014 10:24 am				
2014016399	**REGULAR**		**6/17/2014**	**TS/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	LINEBERGER,GOGGAN,BLAIR & SEMP - 205 S PIN OAK AVE - EDINBURG, TX 78539					
Released:	6/17/2014 8:00 am	Dropped Off: 6/17/2014 9:34 am				
2014016400	**REGULAR**		**6/17/2014**	**TS/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	CANTU CONSTRUCTION - 5221 N MCCOLL - MCALLEN, TX					
Released:	6/17/2014 8:00 am	Dropped Off: 6/17/2014 8:24 am				
2014016401	**REGULAR**		**6/17/2014**	**TS/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	IBC BANK - 1 S BROADWAY - MCALLEN, TX 78501					
Released:	6/17/2014 8:00 am	Dropped Off: 6/17/2014 9:00 am				
2014016402	**REGULAR**		**6/17/2014**	**TS/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	DANNEN BAUM ENGINEERING - 1109 NOLANA LOOP STE 208 - MCALLEN, TX 78501					
Released:	6/17/2014 8:00 am	Dropped Off: 6/17/2014 8:38 am				
2014016403	**REGULAR**		**6/17/2014**	**TS/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	LAW OFFICE OF DANIEL RIOS - 323 NOLANA - MCALLEN, TX					
Released:	6/17/2014 8:00 am	Dropped Off: 6/17/2014 8:30 am				

JobNumber	Priority	Legs	Drop Date	Requestor	Reference	Amount Due
2014016404	**REGULAR**		**6/17/2014**	**TS/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	TEXAS DEPT OF TRANSPORTATION - 600 W EXPWY 83 - PHARR, TX 78577					
Released:	6/17/2014 8:00 am	Dropped Off: 6/17/2014 8:46 am				
2014016405	**REGULAR**		**6/17/2014**	**TS/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT2 TITO PALACIOS - 300 HALL ACRES - PHARR, TX					
Released:	6/17/2014 8:00 am	Dropped Off: 6/17/2014 10:16 am				
2014016406	**REGULAR**		**6/17/2014**	**TS/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	ALL STATE INSURANCE - 810 W FERGUSON - PHARR, TX 78577					
Released:	6/17/2014 8:00 am	Dropped Off: 6/17/2014 10:03 am				
2014016407	**REGULAR**		**6/17/2014**	**TS/FLOR**		**$7.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT3 JOE FLORES - 724 N BREYFOGAL - MISSION, TX 78572					
Released:	6/17/2014 8:00 am	Dropped Off: 6/17/2014 10:19 am				
2014016408	**REGULAR**		**6/17/2014**	**TS/FLOR**		**$7.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	RIO BANK - 401 N BENTSEN PALM DRIVE - MISSION, TX					
Released:	6/17/2014 8:00 am	Dropped Off: 6/17/2014 10:12 am				
2014016409	**REGULAR**		**6/17/2014**	**TS/FLOR**		**$7.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	DENNIS BURLESON - 1504 DONS DR - MISSION, TX 78501					
Released:	6/17/2014 8:00 am	Dropped Off: 6/17/2014 9:45 am				
2014016435	**REGULAR**		**6/17/2014**	**TS/VALERIE**		**$8.25**
From:	SALINAS ALLEN & SCHMITT - 2300 W.PIKE BLVD STE 201 - WESLACO, TX 78596					
To:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
Released:	6/17/2014 8:08 am	Dropped Off: 6/17/2014 8:36 am				
2014016578	**REGULAR**		**6/18/2014**	**SG/FLOR**		**$8.25**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	COMMISSIONER AC CUELLAR - 1902 JOE STEPHENS - WESLACO, TX					
Released:	6/18/2014 8:13 am	Dropped Off: 6/18/2014 12:14 pm				
2014016710	**REGULAR**		**6/19/2014**	**TS/FLOE**		**$7.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	RIO BANK - 401 N BENTSEN PALM DRIVE - MISSION, TX					
Released:	6/19/2014 8:05 am	Dropped Off: 6/19/2014 10:02 am				
2014016809	**REGULAR**		**6/19/2014**	**TS/BERNICE**		**$7.50**
From:	RIO BANK - 401 N BENTSEN PALM DRIVE - MISSION, TX					
To:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
Released:	6/19/2014 2:06 pm	Dropped Off: 6/19/2014 4:40 pm				

Number of Jobs: 19

Total Charges:	**$133.75**
Total Credits:	**$0.00**
Amount Due:	**$133.75**

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BUSINESS MEAL INCURRED DUR

DATE: 05/23/2014

EMPLOYEE SUBMITTING REQUEST: Carlos "CJ" Moreno

CITY LOCATION: El Paso, TX

RESTAURANT: Carlos and Mickey's

AMOUNT: $60.34

BUSINESS PURPOSE/REASON:

Meeting lunch during travel for International Boundary Water Cc

INDIVIDUALS IN ATTENDANCE: (Please include name and organiza

Carlos Moreno, HCRMA; Dan Rios; Legal Consultant; Louis Jor
Dannenbaum Engineering; Jaime Arranda, Arranda & Assoc

In lieu of meal per diem, I am requesting reimbursemer

Carlos "CJ" Moreno

APPROVED: YES or **NO**

Pilar Rodriguez, PE, Executive Director

HMSHOST
CARLOS AND MICKEY'S
EL PASO INT'L AIRPORT
CHECK: 8465
TABLE: 129/1
SERVER: 239 AMANDA
DATE: MAY23'14 12:49PM
CARD TYPE: VISA AO
ACCT #: XXXXXXXXXXXX9862
EXP DATE: XX/XX
AUTH CODE: 779578
CARLOS MORENO JR

TOTAL: 59.45

TIP 10.

TOTAL 69.45

X
I AGREE TO PAY THE ABOVE AMOUNT
IN ACCORDANCE WITH THE CARD
ISSUER'S AGREEMENT.

SUBTOTAL 54.92
SALES AN 4.53 AMOUNT 59.45
******* *******

SUBTOTAL 54.92
SALES AND MB TAX 4.53
AMOUNT $59.45

HMS HOST EL PASO INT'L AIRPORT
GM, JOSE VALDEZ
PHONE: 915-772-5225
GM EMAIL JOSE.VALDEZ@HMSHOST.COM

HMSHost
Making The Travelers Day Better

HMSHost Store Code = 5945D06

HCRMA
TRAVEL EXPENSE - FINAL CLAIM

For auditing purposes, receipts for all expenses must be submitted and attached to final claim form.

Employee: **Celia Gaona** Empl. #: **6736**

Reason for Expense:

1. Seminar		5. Meeting		Dates:	**June 9-11, 2014**
2. Conference-Consultation		6. Special Hearing		City:	**Laredo, TX**
3. Convention		7. Other -	**X**	Hotel:	**Holiday Inn Express**
4. Short School				Phone:	**(956) 218-8888**

Briefly describe purpose: Local Government Project Procedures Training

I. TRANSPORTATION:		Mark if		Check if paid with Pcard
(A) *HCRMA Vehicle Unit No. / * Personal Vehicle:	https://www.mapquest.com — Cash: **337.52** Miles @ **0.560** /mile		$ 189.01	
(B) *Airline Ticket				
(C) *Bus Fare				
(D) *Taxi Fare				
(E) *Car Rental				
(F) *Other				
TOTAL TRANSPORTATION			**$189.01**	
II. LODGING, MEALS, TIPS, AND TAXES:				
(A) * Hotel Accommodations - Single/Double for	2 Night(s) @ $ 96.00		$ 192.00	X
(B) * Meals:	**7** meals @ **$18.67** per meal — http://www.gsa.gov/portal/category/100120		$ 130.67	
(C) *Other	% taxes - hotel occupancy		$ 26.88	X
TOTAL LODGING, MEALS, AND OTHER			**$349.55**	
III. INCIDENTAL EXPENSES:				
(A) *Registration Fees			$ -	
(B) *Other				
TOTAL INCIDENTAL EXPENSES			**$0.00**	

IV. BUDGETED ITEMS:

Total Cost of Final Travel **$538.56**
Less: Paid by HCRMA **$218.88**
Amount Due Employee **$319.68**

Submitted By: _____
Date: 6-13-14

Approvals: _____
Executive Director
Date 6/13/2014

Charge Account Number: 16600.000 **for** **$319.680**
Charge Account Number: _____ **for** _____

	Date	Time
Departure:	06/09/14	9:30 AM
Arrival:	06/11/14	4:00 PM

HCRMA
TRAVEL EXPENSE - FINAL CLAIM

For auditing purposes, receipts for all expenses must be submitted and attached to final claim form.

Employee: **Celia Gaona** Empl. #: **6736**

Reason for Expense:

1. Seminar		5. Meeting		Dates:	**June 29-30, 2014**
2. Conference-Consultation		6. Special Hearing		City:	**San Antonio**
3. Convention		7. Other -	**X**	Hotel:	**Home 2 Suites**
4. Short School				Phone:	**(210) 342-0400**

Briefly describe purpose: OMB 133 Audio Training at Padgett Strateman

I. TRANSPORTATION:		Mark if		Check if paid with Pcard
(A) *HCRMA Vehicle Unit No. / * Personal Vehicle:	https://www.mapquest.com — Cash: **480.35** Miles @ **0.560** /mile		$ 269.00	
(B) *Airline Ticket				
(C) *Bus Fare				
(D) *Taxi Fare				
(E) *Car Rental				
(F) *Other				
TOTAL TRANSPORTATION			**$269.00**	

II. LODGING, MEALS, TIPS, AND TAXES:				
(A) * Hotel Accommodations - Single/Double for	1 Night(s) @ $ 110.00		$ 110.00	X
(B) * Meals:	**4** meals @ **$22.00** per meal — http://www.gsa.gov/portal/category/100120		$ 88.00	
(C) *Other	% taxes - hotel occupancy		$ 18.43	X
TOTAL LODGING, MEALS, AND OTHER			**$216.43**	

III. INCIDENTAL EXPENSES:			
(A) *Registration Fees		$ -	
(B) *Other			
TOTAL INCIDENTAL EXPENSES		**$0.00**	

IV. BUDGETED ITEMS:

Total Cost of Final Travel **$485.43**
Less: Paid by HCRMA **$128.43**
Amount Due Employee **$357.00**

Submitted By: [signature]
Date: 7-2-14

Approvals: [signature]
Executive Director
Date 7/2/2014

Charge Account Number: 16600.000 **for** **$357.000**
Charge Account Number: _____ **for** _____

	Date	Time
Departure:	06/29/14	1:00 PM
Arrival:	06/30/14	7:30 PM

HCRMA
TRAVEL EXPENSE - FINAL CLAIM

For auditing purposes, receipts for all expenses must be submitted and attached to final claim form.

Employee: **Jerry Dale** Empl. #: **N/A**

Reason for Expense:

1. Seminar	X	5. Meeting		Dates:	6/29/14-6/30/14
2. Conference-Consultation		6. Special Hearing		City:	San Antonio
3. Convention		7. Other -		Hotel:	Doubletree
4. Short School				Phone:	(210) 366-2424

Briefly describe purpose: Training RE: Single Audit Act/A-133 by Padgett, Strateman, CPAs

I. TRANSPORTATION:

		Mark if		Check if paid with Pcard
(A) *HCRMA Vehicle Unit No. / * Personal Vehicle:	https://www.mapquest.com Cash: **391.08** Miles @ **0.560** /mile		$ 219.00	
(B) *Airline Ticket				
(C) *Bus Fare				
(D) *Taxi Fare				
(E) *Car Rental				
(F) *Other				
TOTAL TRANSPORTATION			**$219.00**	

II. LODGING, MEALS, TIPS, AND TAXES:

(A) * Hotel Accommodations - Single/Double for 1 Night(s) @ $ 109.00		$ 109.00	
(B) * Meals: **4.00** meals @ **$22.00** per meal	http://www.gsa.gov/portal/category/100120	$ 88.00	
(C) *Other % taxes - hotel occupancy		$ 18.25	
TOTAL LODGING, MEALS, AND OTHER		**$215.25**	

III. INCIDENTAL EXPENSES:

(A) *Registration Fees		$ -	
(B) *Other			
TOTAL INCIDENTAL EXPENSES		**$0.00**	

IV. BUDGETED ITEMS:

Total Cost of Final Travel **$434.25**
Less: Paid by HCRMA

Amount Due Employee **$434.25**

Submitted By:

Date:

Approvals:

Executive Director
Date 7/2/2014

Charge Account Number: 16600.000 for **$434.250**
Charge Account Number: for

	Date	Time
Departure:	06/29/14	11:00 AM
Arrival:	06/30/14	3:30 PM

HCRMA
TRAVEL EXPENSE - FINAL CLAIM

For auditing purposes, receipts for all expenses must be submitted and attached to final claim form.

Employee: **Jerry Dale** Empl. #: **N/A**

Reason for Expense:

1. Seminar		5. Meeting		Dates:	**7/7/14-7/9/14**
2. Conference-Consultation		6. Special Hearing		City:	**Dallas**
3. Convention		7. Other -	**x**	Hotel:	**Hilton Anatole**
4. Short School				Phone:	**(214) 748-1200**

Briefly describe purpose: Local Government Project Procedures Training/Certification

I. TRANSPORTATION:		Mark if		Check if paid with Pcard
(A) *HCRMA Vehicle Unit No. / * Personal Vehicle:	https://www.mapquest.com — Cash: **479.98** Miles @ **0.560** /mile		$ 268.79	
(B) *Airline Ticket				
(C) *Bus Fare				
(D) *Taxi Fare				
(E) *Car Rental				
(F) *Other				
TOTAL TRANSPORTATION			**$268.79**	
II. LODGING, MEALS, TIPS, AND TAXES:				
(A) * Hotel Accommodations - Single/Double for	2 Night(s) @ $ 79.00		$ 158.00	
(B) * Meals: **6.00** meals @ **$23.67** per meal	http://www.gsa.gov/portal/category/100120		$ 142.02	
(C) *Other ____ % taxes - hotel occupancy			$ 24.72	
TOTAL LODGING, MEALS, AND OTHER			**$324.74**	
III. INCIDENTAL EXPENSES:				
(A) *Registration Fees			$ -	
(B) *Other				
TOTAL INCIDENTAL EXPENSES			**$0.00**	

IV. BUDGETED ITEMS:

Total Cost of Final Travel **$593.53**
Less: Paid by HCRMA
Amount Due Employee **$593.53**

Submitted By: _____

Date: _____

Approvals: _____
Executive Director

Charge Account Number: 16600.000 **for** **$607.04**
Charge Account Number: _____ **for** _____

Date 7/11/2014

	Date	Time
Departure:	07/07/14	12:00 PM
Arrival:	07/09/14	5:00 PM

INVOICE

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

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

DATE: JULY 1, 2014

TO HCRMA
Attn: Pilar Rodriguez, Executive Director
118 S. Cage Blvd., 4th 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	07/15/14	HC070114

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
1		Rent for Office and Public Meeting Space- July 2014	$ 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: 6/26/2014 Due Date: 8/15/2014

Invoice Number: 31577681 - 9

Bill To:	Remit To:	Total Amount Due:
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 Phone: 1-877-291-7786 Supplies Phone: 1-800-413-3526 ext 10606	**$905.35** 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: 9 of 48 **Payment Descriptio**

Payment Covers Period of:	Lease Amount	Total Payment Due:
6/22/2014 — 7/21/2014	$905.35	$905.35

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

Peña Designs
P.O. Box 9572
Huntsville, TX 77340
Phone (956) 655-9790
penadesigns@gmail.com

INVOICE

Invoice #25
Date: June 30, 2014

TO:
Hidalgo County Regional Mobility Authority
P.O. Box 1766
Pharr, TX 78577

FOR:
Website Maintenance

SERVICES	AMOUNT
June 1-30, 2014 10 hours total for website maintenance – 10 hours at $15.00 per hour	$150.00
TOTAL DUE	$150.00

Make all checks payable to **Peña Designs**
Payment is due within 30 days.
If you have any questions concerning this invoice, contact
Eric Peña
(956)655-9790
penadesigns@gmail.com

Thank you for your business!

SALINAS, ALLEN & SCHMITT, LLP

Certified Public Accountants ◆ Business and Tax Consultants

ID: 108066

Invoice: 108165

Date: 07/03/2014

Due Date: 08/02/2014

Hidalgo County Regional Mobility Authority

P. O. Box 1766

Pharr, TX 78577

For professional service rendered as follows:

Monthly Bookkeeping in May, 2014. 850.00

Billed Time & Expenses	$850.00
Invoice Total	$850.00

Please include your Client ID with your payment. Thank you.

Effective January 1, 2014 amounts not paid within 30 days from the invoice date will be subject to a late payment charge of .5% per month (or at least 6% per year)

It has been said that the highest compliment you can pay any business is through client referrals. As our client, the trust you place in us is emphasized when you call us with a client referral. We welcome your referrals and treat them with extra care knowing they come directly from you. Be assured that all accounts are maintained in strict confidence. We look forward to serving your referrals.

Bracewell & Giuliani LLP
ATTORNEYS AT LAW

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

Remittance Page

July 7, 2014
035858
INVOICE NO: 21586403
04996

Client: Hidalgo County Regional Mobility Authority HCRMA
Matter: General Counsel - Administrative
Matter No: 035858.000003

Please Remit Total Balance Due **$ 420.84**

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.

Law Office of Daniel G. Rios

Invoice submitted to:

Hidalgo County Regional Mobility Authority
c/o Pilar Rodriguez
P.O. Box 1766
Pharr, Texas 78577

July 3, 2014

In Reference To: HCRMA PROJECT
Invoice #10554

	Hours	Amount
For professional services rendered	3.8 0	1140.00.
Previous balance		1080.00
Accounts receivable transactions		(1080.00)
Total payments and adjustments		**(1080.00)**
Balance due		$ 1,140.00

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
2014 PAYMENT SUMMARY

First National Bank - Visa
Authorized cardholder - Flor E. Koll
Account #### #### #### 0364

	Credit Card Statement						
Closing Date	1/31/2014	2/28/2014	3/31/2014	4/30/2014	5/30/2014	6/30/2014	Total Paid to Date
Monthly Billing	$2,045.39	$301.33	$7,477.28	$408.94	$3,470.39	$1,044.93	$14,748.26
						$1,044.93	

Amount Approved for Payment

Approved for Payment
Pilar Rodriguez
Executive Director

7/7/2014
Date

FLOR E KOLL
H C R M A

PlainsCapitalBank

VISA

Account Number: #### #### #### 0364
Closing Date: 06/30/14
Credit Limit: $7,500.00
Available Credit: $6,455.07
Cash Advance Limit: $3,700.00
Cash Advance Available: $3,700.00

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.ezcardinfo.com

Account Summary

Previous Balance	$	3,470.39
Purchases	+	1,044.93
Cash	+	0.00
Special	+	0.00
Credits	-	0.00
Payments	-	3,470.39 -
Other Debits	+	0.00
Finance Charges	+	0.00
NEW BALANCE	$	**1,044.93**

Scorecard
Bonus Points Available 6,459

1-1
7/7/2014

Payment Information

Total Minimum Payment Due $32.00
Payment Due Date 07/25/14

Pay Only ↑

Minimum Payment	$	32.00

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

Important News

SCOREMORE ALLOWS YOU TO EARN 2X,3X,4X OR MORE ADDITIONAL BONUS POINTS USING YOUR SCORECARD REWARDS CARD WHEN SHOPPING AT PARTICIPATING RETAILERS ONLINE AND IN-STORE. SHOP AT YOUR FAVORITES LIKE MACYS.COM, TARGET.COM, PIER ONE AND BANANA REPUBLIC TO SCOREMORE! VIEW ALL PARTICIPATING RETAILERS AT WWW.SCORECARDREWARDS.COM TODAY!
ATTENTION: DUE TO DATA BREACH EVENTS, WE ADVISE THAT YOU CONTINUE TO CLOSELY MONITOR YOUR CREDIT CARD ACCOUNT. PLEASE REPORT ANY SUSPICIOUS ACTIVITY IMMEDIATELY. TO CHECK RECENT ACCOUNT ACTIVITY ONLINE, LOG INTO WWW.EZCARDINFO.COM TO ACCESS OR ENROLL YOUR CREDIT CARD ACCOUNT TODAY.

Account Activity Since Your Last Statement

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
06/03	06/04	BUS003	24231684155206015124264	ACFE 512-478-9000 TX	$ 175.00
06/03	06/04	BUS003	24224434155103000400222	TX BD ENG LIC RENE 512-440-7723 TX	240.00
06/05	06/06	BUS003	24164074156418184899873	USPS 48702500834822486 PHARR TX	6.15
06/11	06/15	BUS003	24013394164000909254579	HOLIDAY INN EXPRESS & SUI 956-2188888 TX	218.88
06/13	06/15	BUS003	24445744165100473205198	OFFICE DEPOT #161 MCALLEN TX	41.11
06/16	06/17	BUS003	24692164167000984856969	VZWRLSS*PRPAY AUTOPAY 888-294-6804 CA	20.00
06/16	06/18	BUS003	24445744168100385793395	OFFICE DEPOT #161 MCALLEN TX	157.20
06/18	06/19	BUS003	24427334169720029043401	HEB #642 PHARR TX	34.58
06/19	06/20	BUS003	24164074170418174875844	USPS 48702500834822486 PHARR TX	149.00
06/23	06/24	BUS003	24164074174418174863838	USPS 48702500834822486 PHARR TX	3.01
			Payments, Adjustments and Others		
06/25	06/25		74447364176001170440590	PAYMENT - THANK YOU	3,470.39 -

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW 5 DAYS FOR MAIL DELIVERY 5420 -*

PLAINSCAPITAL BANK
PO BOX 2049
EDINBURG TX 78540-2049

PlainsCapitalBank

Account Number
0364

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

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
06/30/14	$1,044.93	$32.00	07/25/14

AMOUNT OF PAYMENT ENCLOSED
$

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

5337

MAKE CHECK PAYABLE TO:
PLAINSCAPITAL BANK
PO BOX 31021
TAMPA FL 33631-3021

21 4447 3600 0001 0364 00003200 00104493 2

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 $597,260.11

		Invoice Date											WA	WA
	Approved WA Amount	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	Total Billed	Balance
WA#1	$998,837.67	$111,770.62	$114,043.63	$110,921.36	$108,063.46	$114,434.74		$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						$102,011.62	$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	$111,770.62	$114,043.63	$110,921.36	$108,063.46	$114,434.74	$102,011.62	$105,791.81	$71,919.35	$48,550.81	$57,085.74	$50,957.95	$995,551.09	$314,180.45

		Invoice Date											WA	WA
	Approved WA Amount	4/30/2013	5/30/2013	6/30/2013	12/4/2013	2/5/2014	2/28/2014	3/5/2014	4/2/2014	4/30/2014	5/7/2014	6/4/2014	Total Billed	Balance
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	$15,500.56	$159,445.58			$38,904.12			$241,614.40	$46,609.46
WA#3	$3,719,885.81					$107,817.53		$187,467.05	$246,122.43		$389,972.82	$310,062.59	$1,241,442.42	$2,478,443.39
	$5,317,841.21	$59,855.93	$52,429.32	$83,515.15	$27,764.14	$123,318.09	$159,445.58	$187,467.05	$246,122.43	$38,904.12	$389,972.82	$310,062.59	$2,674,408.31	$2,643,432.90

		Invoice Date		WA	WA
	Approved WA Amount	6/4/2014	7/3/2014	Total Billed	Balance
WA#1	$998,837.67			$904,541.82	$94,295.85
Supp#1 WA#1	$310,893.87			$286,809.67	$24,084.20
WA#2	$288,223.86	$12,007.64	$14,359.32	$267,981.36	$20,242.50
WA#3	$3,719,885.81		$318,120.32	$1,559,562.74	$2,160,323.07
	$5,317,841.21	$12,007.64	**$332,479.64**	$3,018,895.59	$2,298,945.62

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.
WA#3 was approved December 18, 2013 to provide final PS&E for SH 365 in the amount of $3,719,885.21

Approved for Payment

7/11/2014
Date

VRF 2013 Bond Construction Account

Prepared by:
P. Rodriguez, PE
Tx PE #85,567
7/11/2014

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	06/01/2014-06/30/2014	
Contractor	L&G Engineering	
Project/WA	SH365/Seg2/WA3	
Invoice #	11324858	Date: 7/3/2014
Amount	$ 318,120.32	
Date Sent	7/3/2014	

Date Received	
Received by	

Recommendation: X Approval _____Disapproval
Comments:

8K to pay
6/2

Louis Jones, HCRMA Program Manager — Date 7/8/14

Recommendation: P.R Approval _____Disapproval
Comments:

P. R

Pilar Rodriguez, Executive Director — Date 7/11/2014

Please return this form via email to fkoll@hcrma.net

Analy Diaz

From: Flor Koll <fkoll@hcrma.net>
Sent: Thursday, July 03, 2014 11:45 AM
To: Louis Jones
Cc: Eric Davila; Analy Diaz; Cynthia Luera; Gustavo Lopez
Subject: HCRMA Invoicing - LG 11324858
Attachments: LG 11324858 Payment Recommendation Form.pdf

Louis,

Please review the attached invoice and reply with recommendation NLT July 11, 2014.

Thank you,

FLOR E. KOLL
PROGRAM ADMINISTRATOR
118 S. CAGE BLVD., 4TH
PHARR, TEXAS 78577
Ofc.: (956) 402-4762
Cell: (956) 310-3766

SENT VIA -- GW1.PHARR-TX.GOV -- CITY OF PHARR, TEXAS Disclaimer: If you are not the intended recipient or have received this e-mail in error, please notify me via return e-mail and telephone at 956-402-4000, and permanently delete and purge the original and any copy thereof. This e-mail, with attachments hereto, if any, is intended only for receipt and use by the addressee(s) named herein, and may contain legally privileged and/or confidential information. Regardless of address or routing, if you are not the intended recipient, then you are hereby notified that any use, copying, reproduction, dissemination, distribution, or transmission of this e-mail, and any attachments hereto, is strictly prohibited. Whereas all reasonable steps have been taken to ensure the accuracy and confidentiality of the information and data submitted herein, the City of Pharr and its employees are not liable if information or data is corrupted or does not reach its intended destination.

L&G Engineering
Transportation Consultants

INVOICE PERIOD: *06/1/14 through 6/30/14* **INVOICE AMOUNT:** *$318,120.32*

July 3, 2014

Mr. Pilar Rodriguez, P.E. – Executive Director HCRMA
ATTN: Mr. Louis H. Jones, P.E. – Program Manager HCRMA
Hidalgo County Regional Mobility Authority
118 S. Cage Blvd., 4th Floor
Pharr, Texas 78577

RE: Work Authorization #3 on SH 365 Segment 2
Invoice No. 11324858

Dear Mr. Jones:

Attached for your review and approval is our invoice for services rendered during the month of June 2014 on the subject referenced project. The below referenced work product deliverables have been uploaded via Project Wise to the following directory: 0030 SH365\01 Contract Admin\0032 L&G\06 Invoice\20140703 June Invoice\WA #3.

The following is attached:

- L&G Invoice No. 11324858
- B2Z Sub Invoice
- TEDSI Sub Invoice
- RGEC Sub Invoice
- Exhibit H-3
- Project Schedule
- Invoice Backup Uploaded to Project Wise Containing:
  - PDF's for Bridge Details (L&G & B2Z)
  - PDF's for Roadway Files (L&G & RGEC)
  - PDF's for Drainage Files (L&G & RGEC)
  - PDF's for Signing/Striping Files (TEDSI)

The following is a narrative of the progress for this period.

TASK
FC 110: SPECIAL SERVICE - SCHEMATIC REDESIGN (VE & PM Recommendations)
NO UPDATE: *See Progress Report Dated 6-4-14 for last update. We continue to await the final approval from TxDOT.*
FC 110 (Subtask 110.1): SPECIAL SERVICE - GEOTECHNICAL (Exploration & Testing)
NO UPDATE: *See Progress Report Dated 6-4-14.*
FC 145: PROJECT MANAGEMENT
UPDATED: *L&G continues to manage our sub-consultants work effort and is utilizing Project Wise for uploading the complete monthly electronic project deliverables. L&G has attended multiple design meetings at DEC's office as well as holding similar meetings with our sub consultants. L&G continues to prepare the monthly invoice (including all of the sub's invoices) and submit to DEC.*

FC 160 (Subtask 160.1): ROADWAY DESIGN CONTROLS
UPDATED: *L&G continues to develop the Removal Plan, intersection layouts and P&P Sheets (ML, Ramps, & Frontage Roads) in preparation for next month's 60% PS&E submittal. L&G is continuing to compile the needed roadway standards for this plan set.*
FC 160 (Subtask 160.2): ROADWAY DESIGN CONTROLS (RGEC)
UPDATED: *See Attached Sub-Consultant Progress Report and Invoice From RGEC.*
FC 161 (Subtask 161.1): DRAINAGE DETAILS – Drainage
UPDATED: *L&G continues to develop the large drainage area maps, the roadside ditch p&p's, the hydrologic calculations and the culvert hydraulic calculations in preparation for next month's 60% PS&E submittal. L&G is coordinating with the local Irrigation Districts and continues to update the needed Irrigation Layouts for both the plan set and coordination efforts.*
FC 161 (Subtask 161.2): DRAINAGE DETAILS - Drainage (RGEC)
UPDATED: *See Attached Sub-Consultant Progress Report and Invoice From RGEC.*
FC 161 (Subtask 161.3): DRAINAGE DETAILS – Levee Design
UPDATED: *L&G continues to develop the Levee plan sheets such as the typical sections and the preliminary levee P&P sheets in preparation for next month's 60% PS&E submittal. In addition, L&G has developed the corridor model utilized to create the cross-sections for the levee areas.*
FC 161 (Subtask 161.4): DRAINAGE DETAILS - Environmental
NO UPDATE: *See Progress Report Dated 6-4-14 for last update. We will submit these sheets with the 60% PS&E submittal next month.*
FC 161 (Subtask 161.5): DRAINAGE DETAILS – Environmental (RGEC)
UPDATED: *See Attached Sub-Consultant Progress Report and Invoice From RGEC.*
FC 162 (Subtask 162.1): TRAFFIC ITEMS – Signalization Design (ETSI)
NO UPDATE: *This task has not started. This task is pending the Warrant Analysis to be provided by the HCRMA to determine which intersections require a signal design.*
FC 162 (Subtask 162.2): TRAFFIC ITEMS – Signing Design (TEDSI)
UPDATED: *See Attached Sub-Consultant Progress Report and Invoice From TEDSI.*
FC 162 (Subtask 162.3): TRAFFIC ITEMS – Pavement Markings Design (TEDSI)
UPDATED: *See Attached Sub-Consultant Progress Report and Invoice From TEDSI.*

FC 163 (Subtask 163.1): MISCELLANEOUS (ROADWAY) - General

UPDATED: *L&G continues to develop the Estimate & Quantity Sheets and Summary Tables for the needed project quantities as well as the individual plan sheets in preparation for next month's 60% PS&E submittal.*

FC 163 (Subtask 163.3): MISCELLANEOUS (ROADWAY) – Traffic Control Plan (TCP)

NO UPDATE: *See Progress Report Dated 6-4-14.*

FC 163 (Subtask 163.4): MISCELLANEOUS (ROADWAY) – Illumination Design (ETSI)

NO UPDATE: *This task has not started. This task is pending the Warrant Analysis to be provided by the HCRMA to determine which intersections require a signal design.*

FC 163 (Subtask 163.5): MISCELLANEOUS (ROADWAY) – Retaining Wall

UPDATED: *L&G continues to develop the retaining wall P&P's, miscellaneous details and applicable standards to 50% in preparation for next month's 60% PS&E submittal.*

FC 163 (Subtask 163.6): MISCELLANEOUS (ROADWAY) – Cross Sections

UPDATED: *L&G continues to develop the roadway cross sections based on the updated PGL & Horizontal Alignment.*

FC170 (Subtask 170.1): BRIDGE DESIGN – FM 494 Bridge

UPDATED: *L&G has developed (90%) "Girder Layout" sheets including the "Beam" and "Bent" reports for both the westbound and eastbound Shary Rd Overpass structures. All information shown on these sheets has been verified against the BGS run based on the final alignment and geometrics as identified on the schematic.*

L&G has developed (90%) "Prestressed Concrete Girder Unit" sheets with typical sections for the Shary Rd Overpass Westbound and Eastbound mainlanes. These structures are proposed as three span 202.00' Prestressed Concrete Girder Unit (Span #1-#3) with an overall width of 40.000' and a 38.000' roadway. These structures are on a tangent alignment with approximately 19 degree skew. The "Typical Transverse Section" consists of 5 girders spaced at 8.5' with a 3' overhang.

L&G has developed (15%) "Prestressed Concrete Girder Design ~ IGND" sheets for this structure. Preliminary PGSuper runs have been performed and the "Girder Schedule" has been placed on the IGND Sheet. All prestressed concrete girder design has been performed with the latest version of PGSuper V2.7.3.4 and is in accordance with the latest HL-93 design guidelines.

FC170 (Subtask 170.2): BRIDGE DESIGN – Floodway Bridge

UPDATED: *L&G has developed (30%) "Girder Layout" sheets including the "Beam" and "Bent" reports for the Floodway Bridge structure. All information shown on these sheets have been verified*

against the BGS run based on the final alignment and geometrics as identified on the schematic.

L&G has developed (30%) "Prestressed Concrete Girder Unit" sheets with Typical Sections for the Floodway Bridge. This structure is proposed with twenty-eight (28) spans, eleven (11) Prestressed Concrete Girder Units with an overall width Dimension of 56.000' and a 54.000' Roadway. This bridge begins on a straight alignment and transitions to a horizontal curve with bent skews ranging between 4° ~ 45°. The "Typical Transverse Section" for this structure consists of Tx54 girders with a 3ft overhang.

L&G has developed (15%) "Prestressed Concrete Girder Design ~ IGND" sheets for this structure. Preliminary PGSuper runs have been performed and the "Girder Schedule" has been placed on the IGND Sheet. All prestressed concrete girder design has been performed with the latest version of PGSuper V2.7.3.4 and is in accordance with the latest HL-93 design guidelines.

FC170 (Subtask 170.3): BRIDGE DESIGN – West Bound 10th Street Bridge (B2Z)

UPDATED: *See Attached Sub-Consultant Progress Report and Invoice From B2Z.*

FC170 (Subtask 170.4): BRIDGE DESIGN – East Bound 10th Street Bridge (B2Z)

UPDATED: *See Attached Sub-Consultant Progress Report and Invoice From B2Z.*

FC170 (Subtask 170.5): BRIDGE DESIGN – West Bound Canal Bridge

UPDATED: *L&G has developed (90%) "Prestressed Concrete Girder Unit" sheets with Typical Sections for the West Bound Canal Bridge mainlanes. This structure is proposed as a two span 174.00' Prestressed Concrete Girder Unit (Span #1 & #2) with an overall width Dimension of 40.000' and a 38.000' Roadway. This unit is on a straight alignment with 15° bent skews. The "Typical Transverse Section" for this structure consists of 6 girders spaced at 6.8ft with a 3ft overhang.*

L&G has developed (90%) "Girder Layout" sheets with their accompanying "Beam" and "Bent" reports. All information shown on this sheet has been verified against a BGS Run based on the final alignment and geometrics as identified on the schematic.

L&G has developed (15%) "Prestressed Concrete Girder Design ~ IGND" sheets for this structure. Preliminary PGSuper runs have been performed and the "Girder Schedule" has been placed on the IGND Sheet. All prestressed concrete girder design has been performed with the latest version of PGSuper V2.7.3.4 and is in accordance with the latest HL-93 design guidelines.

FC170 (Subtask 170.6): BRIDGE DESIGN – East Bound Canal Bridge

UPDATED: *L&G has developed the same sheets for the EB Canal Bridge ML as explained in detail in the narrative for WB Canal Bridge ML.*

FC170 (Subtask 170.7): BRIDGE DESIGN – McColl Rd Underpass Bridge (B2Z)

UPDATED: *See Attached Sub-Consultant Progress Report and Invoice From B2Z.*

FC170 (Subtask 170.8): BRIDGE DESIGN – Bridge Standards
NO UPDATE: *See Progress Report Dated 4-2-2014.*
FC170 (Subtask 170.9): BRIDGE DESIGN – Scour Analysis on Canal Bridge (B2Z)
NO UPDATE: *This task has not started.*

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 585-1909.

Sincerely,

Behrooz Badiozzamani, P.E.
Exec. VP/Project Manager – L&G Engineering, Inc.

L&G Engineering
Transportation Consultants

JUNE 2014 INVOICE

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Project: SH 365 PS&E Development
Limits: From FM 396 (Anzalduas Highway) To McColl Rd
CSJ: 3627-01-001
County: Hidalgo

Bill Through: 6/1/14 TO 6/30/2014
Client: HCRMA
Invoice No.: 11324858
WA No.: 3

Func Code	TASK DESCRIPTION	FIRM	CONTRACTED FEE ($)	PREVIOUSLY INVOICED		INVOICED TO DATE		BALANCE	AMOUNT DUE THIS INVOICE
				($ AMOUNT)	(% COMPLETED)	($ AMOUNT)	(% COMPLETED)		
110	SPECIAL SERVICE - SCHEMATIC REDESIGN (VE & PM RECOMMENDATIONS)								
	FM 494 & FLOODWAY BRIDGE RECONFIGURATION (INCLUDING END SPANS)	L&G	$10,624.85	$10,093.61	95.00%	$10,093.61	95.00%	$531.24	$0.00
	REDUCE SH 336 OVERPASS END SPANS	L&G	$5,359.05	$5,091.10	95.00%	$5,091.10	95.00%	$267.95	$0.00
	REMOVE GLASSCOCK RD UNDERPASS	L&G	$1,952.15	$1,854.54	95.00%	$1,854.54	95.00%	$97.61	$0.00
	SIMPLIFY BRIDGE AESTHETICS	L&G	$1,952.15	$1,854.54	95.00%	$1,854.54	95.00%	$97.61	$0.00
	RECONFIGURE TRAFFIC LANE ASSIGNMENTS AT 23RD ST/FLOODWAY/WARE RD	L&G	$8,653.93	$8,221.23	95.00%	$8,221.23	95.00%	$432.70	$0.00
	RECONFIGURE TRAFFIC LANE ASSIGNMENTS AT FM 494/FM 396 (ANZALDUAS HWY)	L&G	$8,653.93	$8,221.23	95.00%	$8,221.23	95.00%	$432.70	$0.00
	REMOVE TURNAROUNDS AT FM 494, SP 115 & SH 336 AND ADD RETAINING WALLS	L&G	$5,607.64	$5,327.26	95.00%	$5,327.26	95.00%	$280.38	$0.00
	REMOVE RAMPS AT SP 115 & FM 494	L&G	$5,607.64	$5,327.26	95.00%	$5,327.26	95.00%	$280.38	$0.00
	ADD BRIDGE TYPICAL SECTIONS (FM 494 & FLOODWAY NEW CONFIGURATION)	L&G	$2,897.13	$2,752.27	95.00%	$2,752.27	95.00%	$144.86	$0.00
	REVISE CROSS SECTIONS (NEW TOPO DATA, BRIDGE SPAN REDUCTION & OVERWEIGHT DES)	L&G	$19,154.14	$18,196.43	95.00%	$18,196.43	95.00%	$957.71	$0.00
	REVISE PROFILE (BRIDGE SPANS & LANE RECONFIGURATIONS)	L&G	$9,051.78	$8,599.19	95.00%	$8,599.19	95.00%	$452.59	$0.00
	REVISE SCHEMATIC TO DISPLAY ULTIMATE VS. PHASE I	L&G	$2,393.56	$2,273.88	95.00%	$2,273.88	95.00%	$119.68	$0.00
	SUBTOTAL (FUNCTION 110 - SPECIAL SERVICE SCHEMATIC REDESIGN) =		$81,907.95	$77,812.55	95%	$77,812.55	95%	$4,095.40	$0.00
110	SPECIAL SERVICE - GEOTECHNICAL								
	Subtask 110.1 - Geotechnical Exploration & Laboratory Testing								
	STRUCTURAL/RETAINING WALL/EMBANKMENT	L&G LAB	$146,688.18	$113,316.62	77.25%	$113,316.62	77.25%	$33,371.56	$0.00
	MISCELLANEOUS BORINGS - OH SIGN BRIDGES/HIGH MAST LIGHTING	L&G LAB	$18,302.30	$15,337.33	83.80%	$15,337.33	83.80%	$2,964.97	$0.00
	Subtask 110.2 - Geotechnical Engineering & Report								
	DEVELOP PLAN VIEW OF BORING LOGS/BORING STRATIGRAPHY	L&G LAB	$4,127.20	$3,301.76	80.00%	$3,301.76	80.00%	$825.44	$0.00
	STRUCTURAL EVALUATION OF BORINGS/STRENGTH PROFILES	L&G LAB	$10,824.00	$8,659.20	80.00%	$8,659.20	80.00%	$2,164.80	$0.00
	DEVELOP FOUNDATION CAPACITY CURVES (VARIOUS OPTIONS)	L&G LAB	$13,471.60	$10,777.28	80.00%	$10,777.28	80.00%	$2,694.32	$0.00
	GLOBAL STABILITY MODELING OF EMBANKMENT/RETAINING WALLS	L&G LAB	$28,422.80	$0.00	0.00%	$0.00	0.00%	$28,422.80	$0.00
	SETTLEMENT ANALYSIS (APPROACH EMBANKMENT/RETAINING WALLS)	L&G LAB	$13,471.60	$0.00	0.00%	$0.00	0.00%	$13,471.60	$0.00
	FOUNDATION TYPE AND CONSTRUCTION RECOMMENDATIONS	L&G LAB	$10,590.40	$3,177.12	30.00%	$3,177.12	30.00%	$7,413.28	$0.00
	GEOTECHNICAL REPORT	L&G LAB	$23,828.40	$7,148.52	30.00%	$7,148.52	30.00%	$16,679.88	$0.00
	MEETING AND COORDINATION	L&G LAB	$8,877.20	$4,438.60	50.00%	$4,438.60	50.00%	$4,438.60	$0.00
	SUBTOTAL (FUNCTION 110 - SPECIAL SERVICE GEOTECHNICAL) =		$278,603.68	$166,156.43	60%	$166,156.43	60%	$112,447.25	$0.00
145	PROJECT MANAGEMENT								
	PREPARE/MANAGE WA (PS&E DEVELOPMENT) (INCLUDING RECORD KEEPING, FILING, ADMIN)	L&G	$24,245.96	$12,122.98	50.00%	$14,547.58	60.00%	$9,698.38	$2,424.60
	SCHEDULE & ATTEND WORK AUTHORIZATION DEVELOPMENT MEETINGS	L&G	$21,336.56	$12,801.94	60.00%	$12,801.94	60.00%	$8,534.62	$0.00
	COORDINATION/PREPARE SUB WORK AUTHORIZATIONS/MANAGE SUBCONSULTANTS	L&G	$6,415.84	$3,207.92	50.00%	$3,849.50	60.00%	$2,566.34	$641.58
	PREPARATION OF INVOICES AND PROGRESS REPORTS	L&G	$26,111.00	$10,444.40	40.00%	$13,055.50	50.00%	$13,055.50	$2,611.10
	SCHEDULE & ATTEND PRE-DESIGN MEETING	L&G	$3,282.56	$0.00	0.00%	$3,282.56	100.00%	$0.00	$3,282.56
	SCHEDULE & ATTEND TRAFFIC SAFETY REVIEW MEETING	L&G	$3,282.56	$0.00	0.00%	$0.00	0.00%	$3,282.56	$0.00
	SCHEDULE, ATTEND AND PREPARE MINUTES FOR 2 PROGRESS MEETINGS	L&G	$8,902.64	$0.00	0.00%	$0.00	0.00%	$8,902.64	$0.00
	RESEARCH / REVIEW EXISTING PLANS & DATA	L&G	$15,045.00	$15,045.00	100.00%	$15,045.00	100.00%	$0.00	$0.00
	PREPARE PROJECT SCHEDULE (UPDATE TWICE)	L&G	$4,874.08	$1,462.22	30.00%	$2,924.45	60.00%	$1,949.63	$1,462.22

L&G Engineering
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JUNE 2014 INVOICE

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Project: SH 365 PS&E Development
Limits: From FM 396 (Anzalduas Highway) To McColl Rd
CSJ: 3627-01-001
County: Hidalgo

Bill Through: 6/1/14 TO 6/30/2014
Client: HCRMA
Invoice No.: 11324858
WA No.: 3

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				($ AMOUNT)	(% COMPLETED)	($ AMOUNT)	(% COMPLETED)		
	PREPARE & ASSEMBLE PRELIMINARY COST ESTIMATES (1 @ 60% AND 1 @ 100%)	L&G	$11,439.12	$0.00	0.00%	$0.00	0.00%	$11,439.12	$0.00
	CONDUCT SITE VISIT OF PROJECT AREA (6 SITE VISITS)	L&G	$17,730.70	$13,298.03	75.00%	$17,730.70	100.00%	$0.00	$4,432.68
	QC/QA - OVERALL 30% SUBMITTAL	L&G	$13,826.44	$13,826.44	100.00%	$13,826.44	100.00%	$0.00	$0.00
	QC/QA - OVERALL 60% SUBMITTAL	L&G	$26,285.18	$0.00	0.00%	$0.00	0.00%	$26,285.18	$0.00
	QC/QA - OVERALL 90% SUBMITTAL	L&G	$29,667.20	$0.00	0.00%	$0.00	0.00%	$29,667.20	$0.00
	QC/QA - OVERALL 100% SUBMITTAL	L&G	$29,667.20	$0.00	0.00%	$0.00	0.00%	$29,667.20	$0.00
	ORGANIZE AND DOWNLOAD ELECTRONIC FILE DELIVERABLES	L&G	$1,790.48	$537.14	30.00%	$537.14	30.00%	$1,253.34	$0.00
	COMPLETION OF CPM SCHEDULE (FORMS 1823 & 1002 NOT INCLUDED)	L&G	$8,156.64	$0.00	0.00%	$0.00	0.00%	$8,156.64	$0.00
	SUBTOTAL (FUNCTION 145 - PROJECT MANAGEMENT) =		$252,059.16	$82,746.07	33%	$97,600.81	39%	$154,458.35	$14,854.74
160	ROADWAY DESIGN CONTROLS								
	Subtask 160.1 - Roadway Design Controls (L&G)								
	HORIZONTAL ALIGNMENT DATA SHEETS	L&G	$20,789.40	$16,631.52	80.00%	$16,631.52	80.00%	$4,157.88	$0.00
	SURVEY CONTROL INDEX OF SHEETS	L&G	$6,229.40	$0.00	0.00%	$0.00	0.00%	$6,229.40	$0.00
	HORIZONTAL & VERTICAL CONTROL DATA SHEETS	L&G	$6,229.40	$0.00	0.00%	$0.00	0.00%	$6,229.40	$0.00
	REMOVAL PLAN	L&G	$57,171.40	$22,868.56	40.00%	$28,585.70	50.00%	$28,585.70	$5,717.14
	ROADWAY P&P SHEETS - EB & WB MAINLANES	L&G	$87,734.24	$35,093.70	40.00%	$43,867.12	50.00%	$43,867.12	$8,773.42
	ROADWAY P&P SHEETS - RAMPS	L&G	$65,334.44	$26,133.78	40.00%	$32,667.22	50.00%	$32,667.22	$6,533.44
	ROADWAY P&P SHEETS - EB FRONTAGE ROAD	L&G	$50,133.88	$20,053.55	40.00%	$25,066.94	50.00%	$25,066.94	$5,013.39
	ROADWAY P&P SHEETS - WB FRONTAGE ROAD	L&G	$47,727.90	$19,091.16	40.00%	$23,863.95	50.00%	$23,863.95	$4,772.79
	INTERSECTING ROADS	L&G	$40,466.44	$16,186.58	40.00%	$20,233.22	50.00%	$20,233.22	$4,046.64
	INTERSECTION LAYOUTS & DETAILS	L&G	$15,001.68	$6,000.67	40.00%	$7,500.84	50.00%	$7,500.84	$1,500.17
	DRIVEWAY LAYOUTS	L&G	$10,979.22	$4,391.69	40.00%	$5,489.61	50.00%	$5,489.61	$1,097.92
	DRIVEWAY DETAILS	L&G	$1,504.52	$451.36	30.00%	$752.26	50.00%	$752.26	$300.90
	MISCELLANEOUS ROADWAY DETAILS	L&G	$6,888.44	$2,755.38	40.00%	$3,444.22	50.00%	$3,444.22	$688.84
	ROADWAY STANDARDS	L&G	$3,668.00	$1,834.00	50.00%	$1,834.00	50.00%	$1,834.00	$0.00
	PREPARE PLANS ELECTRONIC DELIVERABLES	L&G	$1,143.92	$343.18	30.00%	$571.96	50.00%	$571.96	$228.78
	Subtask 160.2 - Roadway Design Controls (RGEC)								
	HORIZONTAL ALIGNMENT DATA SHEETS	RGEC	$2,915.40	$874.62	30.00%	$1,311.93	45.00%	$1,603.47	$437.31
	SURVEY CONTROL INDEX OF SHEETS	RGEC	$499.77	$0.00	0.00%	$0.00	0.00%	$499.77	$0.00
	HORIZONTAL & VERTICAL CONTROL DATA SHEETS	RGEC	$2,915.40	$0.00	0.00%	$0.00	0.00%	$2,915.40	$0.00
	REMOVAL PLAN	RGEC	$1,499.34	$449.80	30.00%	$899.60	60.00%	$599.74	$449.80
	ROADWAY P&P SHEETS - EB & WB MAINLANES	RGEC	$49,228.04	$14,768.41	30.00%	$29,536.82	60.00%	$19,691.22	$14,768.41
	ROADWAY P&P SHEETS - RAMPS	RGEC	$11,286.62	$3,385.99	30.00%	$6,771.97	60.00%	$4,514.65	$3,385.99
	ROADWAY P&P SHEETS - EB FRONTAGE ROAD	RGEC	$11,286.62	$3,385.99	30.00%	$6,771.97	60.00%	$4,514.65	$3,385.99
	ROADWAY P&P SHEETS - WB FRONTAGE ROAD	RGEC	$11,286.62	$3,385.99	30.00%	$6,771.97	60.00%	$4,514.65	$3,385.99
	INTERSECTION LAYOUTS & DETAILS	RGEC	$5,643.31	$0.00	0.00%	$0.00	0.00%	$5,643.31	$0.00
	MISCELLANEOUS ROADWAY DETAILS	RGEC	$5,643.31	$0.00	0.00%	$0.00	0.00%	$5,643.31	$0.00
	ROADWAY STANDARDS	RGEC	$4,581.60	$1,374.48	30.00%	$2,061.72	45.00%	$2,519.88	$687.24
	PREPARE PLANS ELECTRONIC DELIVERABLES	RGEC	$2,096.46	$628.94	30.00%	$943.41	45.00%	$1,153.05	$314.47
	SUBTOTAL (FUNCTION 160 - ROADWAY DESIGN CONTROLS) =		$529,884.77	$200,089.32	38%	$265,577.96	50%	$264,306.81	$65,488.64

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JUNE 2014 INVOICE

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Project: SH 365 PS&E Development
Limits: From FM 396 (Anzalduas Highway) To McColl Rd
CSJ: 3627-01-001
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Bill Through: 6/1/14 TO 6/30/2014
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				($ AMOUNT)	(% COMPLETED)	($ AMOUNT)	(% COMPLETED)		
161	DRAINAGE DETAILS								
	Subtask 161.1 - Drainage (L&G)								
	FIELD TRIP TO VERIFY EXISTING CONDITIONS (TWO TRIPS)	L&G	$3,220.36	$3,220.36	100.00%	$3,220.36	100.00%	$0.00	$0.00
	PREPARE LARGE AND SMALL DRAINAGE AREA MAPS	L&G	$12,856.76	$3,857.03	30.00%	$6,428.38	50.00%	$6,428.38	$2,571.35
	HYDROLOGY CALCULATIONS (STORM SEWER, CULVERTS, DITCHES)	L&G	$3,674.22	$1,837.11	50.00%	$1,837.11	50.00%	$1,837.11	$0.00
	HYDRAULIC COMPUTATIONS SHEETS (STORM SEWER, CULVERTS, DITCHES)	L&G	$15,691.64	$4,707.49	30.00%	$7,845.82	50.00%	$7,845.82	$3,138.33
	IRRIGATION LAYOUT SHEETS (INCL PARALLEL LINES)	L&G	$37,022.10	$14,808.84	40.00%	$18,511.05	50.00%	$18,511.05	$3,702.21
	COORDINATE WITH IRRIGATION DISTRICTS	L&G	$16,698.68	$6,679.47	40.00%	$8,349.34	50.00%	$8,349.34	$1,669.87
	ROADSIDE DITCH P&P'S/DETENTION AREAS	L&G	$53,257.64	$21,303.06	40.00%	$26,628.82	50.00%	$26,628.82	$5,325.76
	CULVERT LAYOUT SHEETS	L&G	$12,595.58	$5,038.23	40.00%	$6,297.79	50.00%	$6,297.79	$1,259.56
	UTILITIES & DRAINAGE P&P SHEETS (STORM SEWER & DITCHES)	L&G	$23,929.16	$9,571.66	40.00%	$11,964.58	50.00%	$11,964.58	$2,392.92
	PREPARE MISCELLANEOUS DETAILS	L&G	$5,657.44	$2,262.98	40.00%	$2,828.72	50.00%	$2,828.72	$565.74
	Subtask 161.2 - Drainage (RGEC)								
	DATA COLLECTIVE/REVIEW DATA	RGEC	$8,815.50	$2,644.65	30.00%	$5,289.30	60.00%	$3,526.20	$2,644.65
	FIELD TRIP TO VERIFY EXISTING CONDITIONS (TWO TRIPS)	RGEC	$3,956.46	$1,186.94	30.00%	$2,373.88	60.00%	$1,582.58	$1,186.94
	PREPARE LARGE AND SMALL DRAINAGE AREA MAPS	RGEC	$10,564.78	$0.00	0.00%	$0.00	0.00%	$10,564.78	$0.00
	IRRIGATION LAYOUT SHEETS (INCL PARALLEL LINES)	RGEC	$30,541.80	$9,162.54	30.00%	$18,325.08	60.00%	$12,216.72	$9,162.54
	COORDINATE WITH IRRIGATION DISTRICTS	RGEC	$46,534.08	$13,960.22	30.00%	$27,920.45	60.00%	$18,613.63	$13,960.22
	OUTFALL P&P SHEETS	RGEC	$11,286.62	$0.00	0.00%	$0.00	0.00%	$11,286.62	$0.00
	CULVERT LAYOUT SHEETS	RGEC	$27,904.20	$8,371.26	30.00%	$16,742.52	60.00%	$11,161.68	$8,371.26
	DRAINAGE STANDARDS	RGEC	$4,581.60	$1,374.48	30.00%	$1,374.48	30.00%	$3,207.12	$0.00
	Subtask 161.3 - Levee Design								
	LEVEE TYPICAL SECTIONS	L&G	$2,362.46	$944.98	40.00%	$1,181.23	50.00%	$1,181.23	$236.25
	LEVEE P&P SHEETS	L&G	$10,979.22	$4,391.69	40.00%	$5,489.61	50.00%	$5,489.61	$1,097.92
	CROSS SECTIONS (11 X 17 SHEETS)	L&G	$34,802.50	$6,960.50	20.00%	$13,921.00	40.00%	$20,881.50	$6,960.50
	MISCELLANEOUS LEVEE DETAILS	L&G	$2,163.52	$865.41	40.00%	$1,081.76	50.00%	$1,081.76	$216.35
	Subtask 161.4 - Environmental (L&G)								
	SW3P NARRATIVE	L&G	$2,238.11	$1,119.06	50.00%	$1,119.06	50.00%	$1,119.06	$0.00
	SW3P LAYOUTS	L&G	$53,951.14	$26,975.57	50.00%	$26,975.57	50.00%	$26,975.57	$0.00
	MISCELLANEOUS SW3P DETAILS	L&G	$1,007.15	$503.58	50.00%	$503.58	50.00%	$503.58	$0.00
	SW3P STANDARDS	L&G	$183.40	$91.70	50.00%	$91.70	50.00%	$91.70	$0.00
	Subtask 161.5 - Environmental (RGEC)								
	SW3P NARRATIVE	RGEC	$3,248.60	$974.58	30.00%	$974.58	30.00%	$2,274.02	$0.00
	SW3P LAYOUTS	RGEC	$27,904.20	$8,371.26	30.00%	$12,556.89	45.00%	$15,347.31	$4,185.63
	MISCELLANEOUS SW3P DETAILS	RGEC	$2,998.68	$899.60	30.00%	$899.60	30.00%	$2,099.08	$0.00
	SW3P STANDARDS	RGEC	$229.08	$68.72	30.00%	$68.72	30.00%	$160.36	$0.00
	SUBTOTAL (FUNCTION 161 - DRAINAGE DETAILS) =		$470,856.68	$162,152.97	34%	$230,800.97	49%	$240,055.71	$68,648.00

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HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Project: SH 365 PS&E Development
Limits: From FM 396 (Anzalduas Highway) To McColl Rd
CSJ: 3627-01-001
County: Hidalgo

Bill Through: 6/1/14 TO 6/30/2014
Client: HCRMA
Invoice No.: 11324858
WA No.: 3

Func Code	TASK DESCRIPTION	FIRM	CONTRACTED FEE ($)	PREVIOUSLY INVOICED		INVOICED TO DATE		BALANCE	AMOUNT DUE THIS INVOICE
				($ AMOUNT)	(% COMPLETED)	($ AMOUNT)	(% COMPLETED)		
162	TRAFFIC ITEMS								
	Subtask 162.1 - Signalization Design								
	FIELD INVESTIGATION AND DATA COLLECTION	ETSI	$3,346.08	$0.00	0.00%	$0.00	0.00%	$3,346.08	$0.00
	GENERAL NOTES FOR SIGNALIZATION	ETSI	$802.46	$0.00	0.00%	$0.00	0.00%	$802.46	$0.00
	BASIS OF ESTIMATE SUMMARY	ETSI	$2,651.98	$0.00	0.00%	$0.00	0.00%	$2,651.98	$0.00
	CONDITION DIAGRAMS	ETSI	$5,367.03	$0.00	0.00%	$0.00	0.00%	$5,367.03	$0.00
	PROPOSED SIGNAL LAYOUTS	ETSI	$13,928.16	$0.00	0.00%	$0.00	0.00%	$13,928.16	$0.00
	SIGNAL PHASING AND TIMING	ETSI	$3,544.02	$0.00	0.00%	$0.00	0.00%	$3,544.02	$0.00
	ELECTRICAL SCHEDULE	ETSI	$7,162.34	$0.00	0.00%	$0.00	0.00%	$7,162.34	$0.00
	CROSS WALK AND CURB RAMP DESIGN	ETSI	$2,097.26	$0.00	0.00%	$0.00	0.00%	$2,097.26	$0.00
	STANDARD SHEETS FOR SIGNALIZATION	ETSI	$2,822.82	$0.00	0.00%	$0.00	0.00%	$2,822.82	$0.00
	SPECIFICATIONS	ETSI	$995.37	$0.00	0.00%	$0.00	0.00%	$995.37	$0.00
	COST ESTIMATE	ETSI	$4,218.50	$0.00	0.00%	$0.00	0.00%	$4,218.50	$0.00
	COORDINATION AND PROGRESS MEETINGS	ETSI	$635.40	$0.00	0.00%	$0.00	0.00%	$635.40	$0.00
	Subtask 162.2 - Signing Design								
	FIELD INVENTORY OF SIGNS	TEDSI	$2,650.56	$0.00	0.00%	$0.00	0.00%	$2,650.56	$0.00
	GENERAL NOTES FOR SIGNS	TEDSI	$1,136.36	$0.00	0.00%	$0.00	0.00%	$1,136.36	$0.00
	SUMMARY OF QUANTITIES LARGE SIGNS	TEDSI	$2,382.11	$119.11	5.00%	$119.11	5.00%	$2,263.00	$0.00
	SUMMARY OF QUANTITIES SMALL SIGNS	TEDSI	$2,382.11	$119.11	5.00%	$119.11	5.00%	$2,263.00	$0.00
	SUMMARY OF LARGE SIGNS - PROPOSED (SOLS)	TEDSI	$10,641.68	$532.08	5.00%	$532.08	5.00%	$10,109.60	$0.00
	SUMMARY OF LARGE SIGNS - EXISTING (SOLS)	TEDSI	$1,391.50	$69.58	5.00%	$69.58	5.00%	$1,321.93	$0.00
	SUMMARY OF SMALL SIGNS - PROPOSED (SOSS)	TEDSI	$13,192.80	$659.64	5.00%	$659.64	5.00%	$12,533.16	$0.00
	SUMMARY OF SMALL SIGNS - EXISTING (SOLS)	TEDSI	$4,138.06	$206.90	5.00%	$206.90	5.00%	$3,931.16	$0.00
	SIGN LAYOUTS (STA. 620+00 TO STA. 987+00)	TEDSI	$81,131.74	$32,452.70	40.00%	$40,565.87	50.00%	$40,565.87	$8,113.17
	SIGN LAYOUTS (ANZALDUAS CONNECTOR)	TEDSI	$4,764.26	$1,905.70	40.00%	$2,382.13	50.00%	$2,382.13	$476.43
	SIGN LAYOUTS (FM 494 - STA. 140+84 TO 153+74)	TEDSI	$4,764.26	$1,905.70	40.00%	$2,382.13	50.00%	$2,382.13	$476.43
	SIGN LAYOUTS (MCCOLL RD - STA. 29+85 TO 50+50)	TEDSI	$4,764.26	$1,905.70	40.00%	$2,382.13	50.00%	$2,382.13	$476.43
	SIGN LAYOUTS (10TH ST INTERSECTION)	TEDSI	$2,299.30	$919.72	40.00%	$1,149.65	50.00%	$1,149.65	$229.93
	LARGE GUIDE SIGN PANEL DETAILS	TEDSI	$19,023.90	$7,609.56	40.00%	$9,511.95	50.00%	$9,511.95	$1,902.39
	OVERHEAD SIGN STRUCTURE DETAILS	TEDSI	$35,324.52	$1,766.23	5.00%	$1,766.23	5.00%	$33,558.29	$0.00
	LARGE GROUND MOUNTED SIGN STRUCTURE DESIGN (19 GM)	TEDSI	$8,193.35	$0.00	0.00%	$0.00	0.00%	$8,193.35	$0.00
	SMALL SIGN PANEL DETAILS	TEDSI	$4,386.57	$219.33	5.00%	$219.33	5.00%	$4,167.24	$0.00
	STANDARD SHEETS	TEDSI	$10,118.29	$2,529.57	25.00%	$2,529.57	25.00%	$7,588.72	$0.00
	SPECIFICATIONS	TEDSI	$543.34	$0.00	0.00%	$0.00	0.00%	$543.34	$0.00
	COST ESTIMATE	TEDSI	$8,693.44	$0.00	0.00%	$0.00	0.00%	$8,693.44	$0.00
	COORDINATION AND PROGRESS MEETINGS	TEDSI	$9,859.68	$0.00	0.00%	$0.00	0.00%	$9,859.68	$0.00
	Subtask 162.3 - Pavement Markings Design								
	GENERAL NOTES FOR PAVEMENT MARKINGS	TEDSI	$1,136.36	$0.00	0.00%	$0.00	0.00%	$1,136.36	$0.00
	SUMMARY OF QUANTITIES	TEDSI	$2,382.11	$119.11	5.00%	$119.11	5.00%	$2,263.00	$0.00
	PAVEMENT MARKING LAYOUTS (STA. 620+00 TO 987+00)	TEDSI	$85,306.30	$21,326.58	25.00%	$42,653.15	50.00%	$42,653.15	$21,326.58

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	PAVEMENT MARKING LAYOUTS (ANZALDUAS CONNECTOR)	TEDSI	$4,220.92	$1,055.23	25.00%	$2,110.46	50.00%	$2,110.46	$1,055.23
	PAVEMENT MARKING LAYOUTS (FM 494 - STA. 140+84 TO STA. 153+74)	TEDSI	$5,115.47	$1,278.87	25.00%	$2,557.74	50.00%	$2,557.74	$1,278.87
	PAVEMENT MARKING LAYOUTS (MCCOLL RD - STA. 29+85 TO STA. 50+50)	TEDSI	$5,092.23	$1,273.06	25.00%	$2,546.12	50.00%	$2,546.12	$1,273.06
	PAVEMENT MARKING LAYOUTS (10TH ST INTERSECTION)	TEDSI	$1,934.85	$483.71	25.00%	$967.43	50.00%	$967.43	$483.71
	STANDARD SHEETS	TEDSI	$2,879.09	$719.77	25.00%	$719.77	25.00%	$2,159.32	$0.00
	COST ESTIMATE	TEDSI	$8,693.44	$0.00	0.00%	$0.00	0.00%	$8,693.44	$0.00
	SUBTOTAL (FUNCTION 161 - TRAFFIC ITEMS) =		$396,114.28	$79,176.95	20%	$116,269.16	29%	$279,845.12	$37,092.21
163	MISCELLANEOUS (ROADWAY)								
	Subtask 163.1 - General (L&G)								
	TITLE SHEET	L&G	$2,772.76	$2,079.57	75.00%	$2,079.57	75.00%	$693.19	$0.00
	INDEX OF SHEETS	L&G	$12,981.14	$9,735.86	75.00%	$9,735.86	75.00%	$3,245.29	$0.00
	PROJECT LAYOUT	L&G	$12,359.32	$9,269.49	75.00%	$9,269.49	75.00%	$3,089.83	$0.00
	EXISTING TYPICAL SECTIONS	L&G	$13,608.88	$10,206.66	75.00%	$10,206.66	75.00%	$3,402.22	$0.00
	PROP TYPICAL SECTIONS	L&G	$28,834.35	$21,625.76	75.00%	$21,625.76	75.00%	$7,208.59	$0.00
	GENERAL NOTES & SPECIFICATION DATA	L&G	$18,650.86	$7,460.34	40.00%	$9,325.43	50.00%	$9,325.43	$1,865.09
	ESTIMATE & QUANTITY SHEETS	L&G	$19,521.26	$7,808.50	40.00%	$9,760.63	50.00%	$9,760.63	$1,952.13
	SUMMARY OF TRAFFIC CONTROL QUANTITIES	L&G	$2,163.52	$865.41	40.00%	$1,081.76	50.00%	$1,081.76	$216.35
	SUMMARY OF ROADWAY QUANTITIES	L&G	$10,146.08	$4,058.43	40.00%	$5,073.04	50.00%	$5,073.04	$1,014.61
	SUMMARY OF RETAINING WALL QUANTITIES	L&G	$2,760.32	$1,104.13	40.00%	$1,380.16	50.00%	$1,380.16	$276.03
	SUMMARY OF CULVERT QUANTITIES	L&G	$5,520.64	$2,208.26	40.00%	$2,760.32	50.00%	$2,760.32	$552.06
	SUMMARY OF STORM SEWER QUANTITIES	L&G	$8,280.96	$3,312.38	40.00%	$4,140.48	50.00%	$4,140.48	$828.10
	SUMMARY OF BRIDGES	L&G	$2,760.32	$1,104.13	40.00%	$1,380.16	50.00%	$1,380.16	$276.03
	SUMMARY OF ILLUMINATION QUANTITIES	L&G	$1,380.16	$552.06	40.00%	$690.08	50.00%	$690.08	$138.02
	SUMMARY OF TRAFFIC SIGNAL QUANTITIES	L&G	$1,380.16	$552.06	40.00%	$690.08	50.00%	$690.08	$138.02
	SUMMARY OF EARTHWORK QUANTITIES	L&G	$16,561.92	$6,624.77	40.00%	$8,280.96	50.00%	$8,280.96	$1,656.19
	SUMMARY OF SMALL SIGNS	L&G	$1,380.16	$552.06	40.00%	$690.08	50.00%	$690.08	$138.02
	SUMMARY OF PAVEMENT MARKINGS	L&G	$1,380.16	$552.06	40.00%	$690.08	50.00%	$690.08	$138.02
	SUMMARY OF DELINEATION & OBJ MRKR QUANTITIES	L&G	$1,380.16	$552.06	40.00%	$690.08	50.00%	$690.08	$138.02
	SUMMARY OF SW3P (EROSION CONTROL)	L&G	$1,380.16	$552.06	40.00%	$690.08	50.00%	$690.08	$138.02
	SUMMARY OF REMOVAL ITEMS	L&G	$1,380.16	$552.06	40.00%	$690.08	50.00%	$690.08	$138.02
	Subtask 163.2 - General (RGEC)								
	INDEX OF SHEETS	RGEC	$673.30	$0.00	0.00%	$0.00	0.00%	$673.30	$0.00
	EXISTING TYPICAL SECTIONS	RGEC	$1,499.34	$0.00	0.00%	$0.00	0.00%	$1,499.34	$0.00
	PROP TYPICAL SECTIONS	RGEC	$8,947.47	$0.00	0.00%	$5,368.48	60.00%	$3,578.99	$5,368.48
	ESTIMATE & QUANTITY SHEETS	RGEC	$2,998.68	$0.00	0.00%	$0.00	0.00%	$2,998.68	$0.00
	SUMMARY OF ROADWAY QUANTITIES	RGEC	$8,565.58	$0.00	0.00%	$0.00	0.00%	$8,565.58	$0.00
	SUMMARY OF CULVERT QUANTITIES	RGEC	$4,976.91	$0.00	0.00%	$0.00	0.00%	$4,976.91	$0.00
	SUMMARY OF EARTHWORK QUANTITIES	RGEC	$4,976.91	$0.00	0.00%	$0.00	0.00%	$4,976.91	$0.00
	SUMMARY OF DELINEATION & OBJ MRKR QUANTITIES	RGEC	$492.84	$0.00	0.00%	$0.00	0.00%	$492.84	$0.00
	SUMMARY OF SW3P (EROSION CONTROL)	RGEC	$4,976.91	$0.00	0.00%	$0.00	0.00%	$4,976.91	$0.00

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	SUMMARY OF REMOVAL ITEMS	RGEC	$1,166.14	$0.00	0.00%	$0.00	0.00%	$1,166.14	$0.00
	Subtask 163.3 - Traffic Control Plan (TCP)								
	SEQUENCE OF CONSTRUCTION NARRATIVE	L&G	$7,932.86	$6,346.29	80.00%	$6,346.29	80.00%	$1,586.57	$0.00
	TRAFFIC CONTROL PLAN TYPICAL SECTIONS	L&G	$31,687.67	$25,350.14	80.00%	$25,350.14	80.00%	$6,337.53	$0.00
	TRAFFIC CONTROL PLAN GENERAL NOTES	L&G	$2,014.30	$1,611.44	80.00%	$1,611.44	80.00%	$402.86	$0.00
	TCP ADVANCE WARNING SIGNS	L&G	$6,565.06	$5,252.05	80.00%	$5,252.05	80.00%	$1,313.01	$0.00
	TRAFFIC CONTROL PLAN - PHASE LAYOUTS	L&G	$92,707.32	$74,165.86	80.00%	$74,165.86	80.00%	$18,541.46	$0.00
	TEMPORARY TRAFFIC SIGNALS & ILLUMINATION	L&G	$6,565.06	$0.00	0.00%	$0.00	0.00%	$6,565.06	$0.00
	ROLL PLOT	L&G	$14,448.40	$10,836.30	75.00%	$10,836.30	75.00%	$3,612.10	$0.00
	TCP STANDARDS	L&G	$2,567.60	$2,054.08	80.00%	$2,054.08	80.00%	$513.52	$0.00
	CPM SCHEDULE	L&G	$4,476.24	$0.00	0.00%	$0.00	0.00%	$4,476.24	$0.00
	Subtask 163.4 - Illumination Design								
	GENERAL NOTES FOR ILLUMINATION	ETSI	$914.67	$0.00	0.00%	$0.00	0.00%	$914.67	$0.00
	QUANTITIES SUMMARY	ETSI	$2,873.90	$0.00	0.00%	$0.00	0.00%	$2,873.90	$0.00
	PROPOSED ILLUMINATION LAYOUTS	ETSI	$40,433.40	$0.00	0.00%	$0.00	0.00%	$40,433.40	$0.00
	VOLTAGE DROP CALCULATIONS	ETSI	$9,636.00	$0.00	0.00%	$0.00	0.00%	$9,636.00	$0.00
	WIRING DIAGRAMS	ETSI	$15,183.20	$0.00	0.00%	$0.00	0.00%	$15,183.20	$0.00
	SPECIAL MOUNTING DETAILS	ETSI	$5,882.66	$0.00	0.00%	$0.00	0.00%	$5,882.66	$0.00
	STANDARD SHEETS	ETSI	$2,822.82	$0.00	0.00%	$0.00	0.00%	$2,822.82	$0.00
	SPECIFICATIONS	ETSI	$1,990.74	$0.00	0.00%	$0.00	0.00%	$1,990.74	$0.00
	COST ESTIMATE	ETSI	$5,752.86	$0.00	0.00%	$0.00	0.00%	$5,752.86	$0.00
	COORDINATION AND PROGRESS MEETINGS	ETSI	$3,403.98	$0.00	0.00%	$0.00	0.00%	$3,403.98	$0.00
	Subtask 163.5 - Retaining Wall								
	RETAINING WALL P&P'S & BORING DATA	L&G	$56,835.56	$22,734.22	40.00%	$28,417.78	50.00%	$28,417.78	$5,683.56
	RETAINING WALL MISCELLANEOUS DETAILS	L&G	$8,622.94	$3,449.18	40.00%	$4,311.47	50.00%	$4,311.47	$862.29
	RETAINING WALL STANDARDS	L&G	$733.60	$293.44	40.00%	$366.80	50.00%	$366.80	$73.36
	Subtask 163.6 - Cross Sections								
	CROSS SECTIONS (RDWY & DETENTION) (11 X 17 SHEETS)	L&G	$75,225.44	$22,567.63	30.00%	$30,090.18	40.00%	$45,135.26	$7,522.54
	SUBTOTAL (FUNCTION 163 - MISCELLANEOUS (ROADWAY)) =		$605,133.81	$265,988.76	44%	$295,101.69	49%	$310,032.12	$29,112.94
170	**BRIDGE DESIGN**								
	Subtask 170.1 - FM 494 Bridge								
	BRIDGE LAYOUTS	L&G	$9,599.02	$8,639.12	90.00%	$8,639.12	90.00%	$959.90	$0.00
	SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	L&G	$7,939.05	$0.00	0.00%	$0.00	0.00%	$7,939.05	$0.00
	FOUNDATION LAYOUTS	L&G	$5,470.95	$0.00	0.00%	$0.00	0.00%	$5,470.95	$0.00
	FOUNDATION DETAILS - 1 TYPE(S)	L&G	$7,236.54	$0.00	0.00%	$0.00	0.00%	$7,236.54	$0.00
	ABUTMENTS - 1 TYPE	L&G	$14,062.74	$12,656.47	90.00%	$12,656.47	90.00%	$1,406.27	$0.00
	INTERIOR BENTS - 1 TYPE	L&G	$14,062.74	$0.00	0.00%	$0.00	0.00%	$14,062.74	$0.00

L&G Engineering
Transportation Consultants

JUNE 2014 INVOICE

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Project: SH 365 PS&E Development
Limits: From FM 396 (Anzalduas Highway) To McColl Rd
CSJ: 3627-01-001
County: Hidalgo

Bill Through: 6/1/14 TO 6/30/2014
Client: HCRMA
Invoice No.: 11324858
WA No.: 3

Func Code	TASK DESCRIPTION	FIRM	CONTRACTED FEE ($)	PREVIOUSLY INVOICED		INVOICED TO DATE		BALANCE	AMOUNT DUE THIS INVOICE
				($ AMOUNT)	(% COMPLETED)	($ AMOUNT)	(% COMPLETED)		
	CONC SLAB SPAN & DEFLECTION - 1 UNIT	L&G	$5,899.89	$3,539.93	60.00%	$5,309.90	90.00%	$589.99	$1,769.97
	CONC FRAMING PLAN & BENT REPORT - 1 UNIT	L&G	$5,875.01	$3,525.01	60.00%	$5,287.51	90.00%	$587.50	$1,762.50
	CONC TYPICAL SECTIONS AND DEFLECTIONS	L&G	$6,372.40	$0.00	0.00%	$5,735.16	90.00%	$637.24	$5,735.16
	PRESTR CONC BEAMS - IGNS	L&G	$7,367.09	$0.00	0.00%	$1,105.06	15.00%	$6,262.03	$1,105.06
	ARCHITECTURAL TREATMENT	L&G	$13,055.70	$0.00	0.00%	$0.00	0.00%	$13,055.70	$0.00
	DRAIN DETAILS	L&G	$10,786.44	$0.00	0.00%	$0.00	0.00%	$10,786.44	$0.00
	BRIDGE BORING LOGS	L&G	$2,381.12	$0.00	0.00%	$0.00	0.00%	$2,381.12	$0.00
	Subtask 170.2 - Floodway Bridge								
	SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	L&G	$12,312.70	$0.00	0.00%	$0.00	0.00%	$12,312.70	$0.00
	FOUNDATION LAYOUTS	L&G	$23,910.54	$0.00	0.00%	$0.00	0.00%	$23,910.54	$0.00
	FOUNDATION DETAILS - 10 TYPE(S)	L&G	$50,108.70	$0.00	0.00%	$0.00	0.00%	$50,108.70	$0.00
	ABUTMENTS	L&G	$25,912.26	$23,321.03	90.00%	$23,321.03	90.00%	$2,591.23	$0.00
	INTERIOR BENTS - 12 TYPES	L&G	$94,789.96	$0.00	0.00%	$0.00	0.00%	$94,789.96	$0.00
	CONC SLAB SPAN & DEFLECTION - 12 UNITS	L&G	$64,047.06	$9,607.06	15.00%	$19,214.12	30.00%	$44,832.94	$9,607.06
	CONC FRAMING PLAN & BENT REPORT - 12 UNITS	L&G	$63,300.90	$9,495.14	15.00%	$18,990.27	30.00%	$44,310.63	$9,495.14
	CONC TYPICAL SECTIONS AND DEFLECTIONS	L&G	$37,395.12	$0.00	0.00%	$11,218.54	30.00%	$26,176.58	$11,218.54
	PRESTR CONC BEAMS - IGNS	L&G	$15,331.02	$0.00	0.00%	$2,299.65	15.00%	$13,031.37	$2,299.65
	ARCHITECTURAL TREATMENT	L&G	$14,920.80	$0.00	0.00%	$0.00	0.00%	$14,920.80	$0.00
	DRAIN DETAILS	L&G	$12,651.54	$0.00	0.00%	$0.00	0.00%	$12,651.54	$0.00
	BRIDGE BORING LOGS	L&G	$11,905.60	$0.00	0.00%	$0.00	0.00%	$11,905.60	$0.00
	Subtask 170.3 - West Bound 10th St Bridge								
	BRIDGE LAYOUTS	B2Z	$8,716.95	$7,845.26	90.00%	$7,845.26	90.00%	$871.70	$0.00
	SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	B2Z	$7,576.47	$0.00	0.00%	$0.00	0.00%	$7,576.47	$0.00
	FOUNDATION LAYOUTS	B2Z	$5,049.00	$0.00	0.00%	$0.00	0.00%	$5,049.00	$0.00
	FOUNDATION DETAILS - 1 TYPE(S)	B2Z	$6,807.24	$0.00	0.00%	$0.00	0.00%	$6,807.24	$0.00
	ABUTMENTS - 1 TYPE	B2Z	$13,329.36	$11,996.42	90.00%	$11,996.42	90.00%	$1,332.94	$0.00
	INTERIOR BENTS - 1 TYPE	B2Z	$13,329.36	$0.00	0.00%	$0.00	0.00%	$13,329.36	$0.00
	CONC SLAB SPAN & DEFLECTION - 1 UNIT	B2Z	$5,571.72	$3,343.03	60.00%	$5,014.55	90.00%	$557.17	$1,671.52
	CONC FRAMING PLAN & BENT REPORT - 1 UNIT	B2Z	$5,601.42	$3,360.85	60.00%	$5,041.28	90.00%	$560.14	$1,680.43
	CONC TYPICAL SECTIONS AND DEFLECTIONS	B2Z	$5,910.30	$0.00	0.00%	$5,319.27	90.00%	$591.03	$5,319.27
	PRESTR CONC BEAMS - IGNS	B2Z	$7,038.90	$0.00	0.00%	$1,055.84	15.00%	$5,983.07	$1,055.84
	ARCHITECTURAL TREATMENT	B2Z	$11,880.00	$0.00	0.00%	$0.00	0.00%	$11,880.00	$0.00
	DRAIN DETAILS	B2Z	$10,080.18	$0.00	0.00%	$0.00	0.00%	$10,080.18	$0.00
	BRIDGE BORING LOGS	B2Z	$2,239.38	$0.00	0.00%	$0.00	0.00%	$2,239.38	$0.00
	Subtask 170.4 - East Bound 10th St Bridge								
	BRIDGE LAYOUTS	B2Z	$8,716.95	$7,845.26	90.00%	$7,845.26	90.00%	$871.70	$0.00
	SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	B2Z	$7,576.47	$0.00	0.00%	$0.00	0.00%	$7,576.47	$0.00
	FOUNDATION LAYOUTS	B2Z	$8,452.62	$0.00	0.00%	$0.00	0.00%	$8,452.62	$0.00
	ABUTMENTS	B2Z	$6,664.68	$5,998.21	90.00%	$5,998.21	90.00%	$666.47	$0.00
	INTERIOR BENTS	B2Z	$6,664.68	$0.00	0.00%	$0.00	0.00%	$6,664.68	$0.00

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	CONC SLAB SPAN	B2Z	$2,889.81	$1,733.89	60.00%	$2,600.83	90.00%	$288.98	$866.94
	CONC FRAMING PLAN & BENT REPORT	B2Z	$5,601.42	$3,360.85	60.00%	$5,041.28	90.00%	$560.14	$1,680.43
	CONC TYPICAL SECTIONS AND DEFLECTIONS	B2Z	$2,955.15	$0.00	0.00%	$2,659.64	90.00%	$295.52	$2,659.64
	PRESTR CONC I-GIRDER DESIGN	B2Z	$7,038.90	$0.00	0.00%	$1,055.84	15.00%	$5,983.07	$1,055.84
	ARCHITECTURAL TREATMENT	B2Z	$5,940.00	$0.00	0.00%	$0.00	0.00%	$5,940.00	$0.00
	DRAIN DETAILS	B2Z	$5,040.09	$0.00	0.00%	$0.00	0.00%	$5,040.09	$0.00
	BRIDGE BORING LOGS	B2Z	$2,239.38	$0.00	0.00%	$0.00	0.00%	$2,239.38	$0.00
	Subtask 170.5 - West Bound Canal Bridge								
	BRIDGE LAYOUTS	L&G	$9,599.02	$8,639.12	90.00%	$8,639.12	90.00%	$959.90	$0.00
	SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	L&G	$7,939.05	$0.00	0.00%	$0.00	0.00%	$7,939.05	$0.00
	FOUNDATION LAYOUTS	L&G	$12,707.49	$0.00	0.00%	$0.00	0.00%	$12,707.49	$0.00
	ABUTMENTS	L&G	$14,062.74	$12,656.47	90.00%	$12,656.47	90.00%	$1,406.27	$0.00
	INTERIOR BENTS	L&G	$9,375.16	$0.00	0.00%	$0.00	0.00%	$9,375.16	$0.00
	CONC SLAB SPAN	L&G	$5,899.89	$0.00	0.00%	$5,309.90	90.00%	$589.99	$5,309.90
	CONC FRAMING PLAN & BENT REPORT	L&G	$5,875.01	$0.00	0.00%	$5,287.51	90.00%	$587.50	$5,287.51
	CONC TYPICAL SECTIONS AND DEFLECTIONS	L&G	$6,372.40	$0.00	0.00%	$5,735.16	90.00%	$637.24	$5,735.16
	PRESTR CONC I-GIRDER DESIGN	L&G	$7,367.09	$0.00	0.00%	$1,105.06	15.00%	$6,262.03	$1,105.06
	ARCHITECTURAL TREATMENT	L&G	$13,055.70	$0.00	0.00%	$0.00	0.00%	$13,055.70	$0.00
	DRAIN DETAILS	L&G	$10,786.44	$0.00	0.00%	$0.00	0.00%	$10,786.44	$0.00
	BRIDGE BORING LOGS	L&G	$2,381.12	$0.00	0.00%	$0.00	0.00%	$2,381.12	$0.00
	Subtask 170.6 - East Bound Canal Bridge								
	BRIDGE LAYOUTS	L&G	$9,599.02	$8,639.12	90.00%	$8,639.12	90.00%	$959.90	$0.00
	SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	L&G	$7,939.05	$0.00	0.00%	$0.00	0.00%	$7,939.05	$0.00
	FOUNDATION LAYOUTS	L&G	$9,089.22	$0.00	0.00%	$0.00	0.00%	$9,089.22	$0.00
	ABUTMENTS	L&G	$7,031.37	$6,328.23	90.00%	$6,328.23	90.00%	$703.14	$0.00
	INTERIOR BENTS	L&G	$3,442.65	$0.00	0.00%	$0.00	0.00%	$3,442.65	$0.00
	CONC SLAB SPAN	L&G	$3,061.85	$0.00	0.00%	$2,755.67	90.00%	$306.19	$2,755.67
	CONC FRAMING PLAN & BENT REPORT	L&G	$5,875.01	$0.00	0.00%	$5,287.51	90.00%	$587.50	$5,287.51
	CONC TYPICAL SECTIONS AND DEFLECTIONS	L&G	$3,186.20	$0.00	0.00%	$2,867.58	90.00%	$318.62	$2,867.58
	PRESTR CONC I-GIRDER DESIGN	L&G	$7,367.09	$0.00	0.00%	$1,105.06	15.00%	$6,262.03	$1,105.06
	ARCHITECTURAL TREATMENT	L&G	$6,527.85	$0.00	0.00%	$0.00	0.00%	$6,527.85	$0.00
	DRAIN DETAILS	L&G	$5,393.22	$0.00	0.00%	$0.00	0.00%	$5,393.22	$0.00
	BRIDGE BORING LOGS	L&G	$2,381.12	$0.00	0.00%	$0.00	0.00%	$2,381.12	$0.00
	Subtask 170.7 - McColl Rd Underpass Bridge								
	BRIDGE LAYOUTS	B2Z	$13,026.42	$11,723.78	90.00%	$11,723.78	90.00%	$1,302.64	$0.00
	SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	B2Z	$9,120.87	$0.00	0.00%	$0.00	0.00%	$9,120.87	$0.00
	FOUNDATION LAYOUTS	B2Z	$9,887.13	$0.00	0.00%	$0.00	0.00%	$9,887.13	$0.00
	ABUTMENTS	B2Z	$18,137.79	$16,324.01	90.00%	$16,324.01	90.00%	$1,813.78	$0.00
	INTERIOR BENTS	B2Z	$14,734.17	$0.00	0.00%	$0.00	0.00%	$14,734.17	$0.00
	CONC SLAB SPAN	B2Z	$7,814.07	$4,688.44	60.00%	$7,032.66	90.00%	$781.41	$2,344.22

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	CONC FRAMING PLAN & BENT REPORT	B2Z	$8,633.79	$5,180.27	60.00%	$7,770.41	90.00%	$863.38	$2,590.14
	CONC TYPICAL SECTIONS AND DEFLECTIONS	B2Z	$8,823.87	$0.00	0.00%	$7,941.48	90.00%	$882.39	$7,941.48
	PRESTR CONC I-GIRDER DESIGN	B2Z	$6,483.51	$0.00	0.00%	$972.53	15.00%	$5,510.98	$972.53
	ARCHITECTURAL TREATMENT	B2Z	$11,446.38	$0.00	0.00%	$0.00	0.00%	$11,446.38	$0.00
	DRAIN DETAILS	B2Z	$6,008.31	$0.00	0.00%	$0.00	0.00%	$6,008.31	$0.00
	BRIDGE BORING LOGS	B2Z	$2,052.27	$0.00	0.00%	$0.00	0.00%	$2,052.27	$0.00
	Subtask 170.8 - Bridge Standards								
	BRIDGE STANDARDS	L&G	$9,064.44	$4,532.22	50.00%	$4,532.22	50.00%	$4,532.22	$0.00
	Subtask 170.9 - Scour Analysis On Canal Bridge								
	SCOUR ANALYSIS BASED ON HEC-18 (WB BRIDGE)	B2Z	$23,700.60	$0.00	0.00%	$0.00	0.00%	$23,700.60	$0.00
	SCOUR ANALYSIS BASED ON HEC-18 (EB BRIDGE)	B2Z	$14,743.08	$0.00	0.00%	$0.00	0.00%	$14,743.08	$0.00
	SUBTOTAL (FUNCTION 170 - BRIDGE DESIGN) =		**$1,049,596.78**	**$194,979.18**	**19%**	**$297,263.96**	**28%**	**$752,332.82**	**$102,284.78**
	DIRECT EXPENSES								
	Subtask 1 - Direct Expenses (L&G)								
	PRINTING MYLAR & PAPER SHEETS	L&G	$26,082.00	$7,824.60	30.00%	$7,824.60	30.00%	$18,257.40	$0.00
	PLOTS (BLACK & WHITE)	L&G	$1,800.00	$0.00	0.00%	$0.00	0.00%	$1,800.00	$0.00
	PLOTS (COLOR)	L&G	$5,400.00	$1,350.00	25.00%	$1,350.00	25.00%	$4,050.00	$0.00
	COLOR GRAPHICS ON FOAM BOARD	L&G	$900.00	$0.00	0.00%	$0.00	0.00%	$900.00	$0.00
	CAR RENTAL	L&G	$600.00	$0.00	0.00%	$0.00	0.00%	$600.00	$0.00
	DELIVERY SERVICES	L&G	$250.00	$0.00	0.00%	$0.00	0.00%	$250.00	$0.00
	MILEAGE	L&G	$3,775.20	$1,887.60	50.00%	$1,887.60	50.00%	$1,887.60	$0.00
	Subtask 2 - Direct Expenses (L&G Lab)								
	PRINTING REPRODUCTION	L&G LAB	$450.00	$0.00	0.00%	$0.00	0.00%	$450.00	$0.00
	Subtask 3 - Direct Expenses (RGEC)								
	MILEAGE	RGEC	$90.00	$27.00	30.00%	$40.50	45.00%	$49.50	$13.50
	PRINTING PAPER SHEETS	RGEC	$4,170.00	$1,251.00	30.00%	$1,876.50	45.00%	$2,293.50	$625.50
	PRINTING MYLAR SHEETS	RGEC	$278.00	$0.00	0.00%	$0.00	0.00%	$278.00	$0.00
	Subtask 4 - Direct Expenses (ETSI)								
	PRINTING MYLAR & PAPER SHEETS	ETSI	$1,587.00	$0.00	0.00%	$0.00	0.00%	$1,587.00	$0.00
	LODGING	ETSI	$320.00	$0.00	0.00%	$0.00	0.00%	$320.00	$0.00
	AIRFARE	ETSI	$1,600.00	$0.00	0.00%	$0.00	0.00%	$1,600.00	$0.00
	CAR RENTAL	ETSI	$240.00	$0.00	0.00%	$0.00	0.00%	$240.00	$0.00
	DELIVERY SERVICE	ETSI	$250.00	$0.00	0.00%	$0.00	0.00%	$250.00	$0.00
	MILEAGE	ETSI	$1,540.00	$0.00	0.00%	$0.00	0.00%	$1,540.00	$0.00

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County:	Hidalgo	WA No.:	3

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	Subtask 5 - Direct Expenses (TEDSI)								
	MILEAGE	*TEDSI*	*$169.50*	*$0.00*	*0.00%*	*$0.00*	*0.00%*	*$169.50*	*$0.00*
	PLOTS (8 1/2" X 11")	*TEDSI*	*$50.00*	*$0.00*	*0.00%*	*$0.00*	*0.00%*	*$50.00*	*$0.00*
	PRINTING PAPER SHEETS	*TEDSI*	*$5,724.00*	*$0.00*	*0.00%*	*$0.00*	*0.00%*	*$5,724.00*	*$0.00*
	PRINTING MYLAR SHEETS	*TEDSI*	*$318.00*	*$0.00*	*0.00%*	*$0.00*	*0.00%*	*$318.00*	*$0.00*
	OVERNIGHT MAIL (LETTER)	*TEDSI*	*$60.00*	*$0.00*	*0.00%*	*$0.00*	*0.00%*	*$60.00*	*$0.00*
	OVERNIGHT MAIL (OVERSIZED)	*TEDSI*	*$75.00*	*$0.00*	*0.00%*	*$0.00*	*0.00%*	*$75.00*	*$0.00*
	SUBTOTAL (DIRECT EXPENSES) =		$55,728.70	$12,340.20	22.14%	$12,979.20	23.28%	$42,749.50	$639.00
	CONTRACT TOTAL =		$3,719,885.81	$1,241,442.42		$1,559,562.74	41.93%	$2,160,323.07	
								TOTAL THIS INVOICE =	$318,120.32

OK for Pay Only

7/11/2014

B2Z ENGINEERING

INVOICE PERIOD: *06/01/14 through 06/30/14* **INVOICE AMOUNT:** *$29,838.25*

July 2, 2014

Mr. Behrooz Badiozzamani, P.E. – L&G Engineering
ATTN: Mr. Robert Macheska, P.E., CFM – L&G Engineering
900 South Stewart Rd., Suite 10
Mission, Texas 78572

RE: Work Authorization #3 on SH 365 Segment 2
Invoice No. 2361-14

Dear Mr. Macheska:

Attached for your review and approval is our invoice for services rendered during the month of June 2014 on the subject referenced project.

The following is attached:

- Invoice No. 2361-14
- DGN's and PDF's for 90% Concrete Slab Span & Deflection Sheets
  - West Bound 10th St. Bridge
  - East Bound 10th St. Bridge
  - McColl Rd. Underpass Bridge
- DGN's and PDF's for 90% Concrete Framing Plan & Bent Report
  - West Bound 10th St. Bridge
  - East Bound 10th St. Bridge
  - McColl Rd. Underpass Bridge
- DGN's and PDF's for 15% Prestressed Concrete Girder Design ~ IGND
  - West Bound 10th St. Bridge
  - East Bound 10th St. Bridge
  - McColl Rd. Underpass Bridge

The following is a narrative of the progress for this period.

TASK
FC170 (Subtask 170.3): BRIDGE DESIGN – Westbound 10th Street Bridge
UPDATED: *B2Z has developed (90%) "Prestressed Concrete Girder Unit" sheets with Typical Sections for the 10th St. OVERPASS WESTBOUND mainlanes. This structure is proposed as a three span 202.00' Prestressed Concrete Girder Unit (Span #1 - #3) with an overall width Dimension of 40.000' and a 38.000' Roadway. This unit is on a slight horizontal curve with bent skews ranging between 4° ~ 6°. The "Typical Transverse Section" for this structure consists of 5 girders spaced at 8.5ft with a 3ft overhang.*

B2Z has developed (90%) "Girder Layout" sheets with their accompanying "Beam" and "Bent" reports. All information shown on this sheet has been verified against a BGS Run based on the final alignment and geometrics as identified on the schematic.

B2Z has developed (15%) "Prestressed Concrete Girder Design ~ IGND" sheets for this structure. Preliminary PGSuper runs have been performed and the "Girder Schedule" has been placed on the IGND Sheet. All prestressed concrete girder design has been performed with the latest version of PGSuper V2.7.3.4 and is in accordance with the latest HL-93 design guidelines.

FC170 (Subtask 170.4): BRIDGE DESIGN – Eastbound 10th Street Bridge

UPDATED: *B2Z has developed the same sheets for the EB 10th St. Bridge ML as explained in detail in the narrative for WB 10th St. ML.*

FC170 (Subtask 170.7): BRIDGE DESIGN – McColl Rd Underpass Bridge

UPDATED:

B2Z has developed (90%) "Prestressed Concrete Girder Unit" sheets with Typical Sections for the McColl Rd. Underpass Bridge. This structure is proposed as a three span 379.00' Prestressed Concrete Girder Unit (Span #1 - #3) with an overall width Dimension of 46.000' and a 44.000' Roadway. This unit is on a slight horizontal curve with bent skews ranging between 16° ~ 19°. The "Typical Transverse Section" for this structure consists of 8 girders spaced at 5.714ft with a 3ft overhang.

B2Z has developed (90%) "Girder Layout" sheets with their accompanying "Beam" and "Bent" reports. All information shown on this sheet has been verified against a BGS Run based on the final alignment and geometrics as identified on the schematic.

B2Z has developed (15%) "Prestressed Concrete Girder Design ~ IGND" sheets for this structure. Preliminary PGSuper runs have been performed and the "Girder Schedule" has been placed on the IGND Sheet. All prestressed concrete girder design has been performed with the latest version of PGSuper V2.7.3.4 and is in accordance with the latest HL-93 design guidelines.

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 618-0624.

Sincerely,

Nicholus Muñoz
Vice President – B2Z Engineering, LLC

B2Z ENGINEERING

June 2014 INVOICE

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Project:	SH 365 PS&E Development	Bill Through:	6/1/2014 TO 6/30/2014
Limits:	From FM 396 (Anzalduas Highway) To McColl Rd	Client:	L&G Consulting Engineers, Inc
CSJ:	3627-01-001	Invoice No.:	2361-14
County:	Hidalgo		

Func Code	TASK DESCRIPTION	FIRM	CONTRACTED FEE ($)	PREVIOUSLY INVOICED		INVOICED TO DATE		BALANCE	AMOUNT DUE THIS INVOICE
				($ AMOUNT)	(% COMPLETED)	($ AMOUNT)	(% COMPLETED)		
170	BRIDGE DESIGN								
	Subtask 170.3 - West Bound 10th St Bridge								
	BRIDGE LAYOUTS	B2Z	$8,716.95	$7,845.26	90.00%	$7,845.26	90.00%	$871.70	$0.00
	SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	B2Z	$7,576.47	$0.00	0.00%	$0.00	0.00%	$7,576.47	$0.00
	FOUNDATION LAYOUTS	B2Z	$5,049.00	$0.00	0.00%	$0.00	0.00%	$5,049.00	$0.00
	FOUNDATION DETAILS- 1 TYPE(S)	B2Z	$6,807.24	$0.00	0.00%	$0.00	0.00%	$6,807.24	$0.00
	ABUTMENTS - 1 TYPE	B2Z	$13,329.36	$11,996.42	90.00%	$11,996.42	90.00%	$1,332.94	$0.00
	INTERIOR BENTS - 1 TYPE	B2Z	$13,329.36	$0.00	0.00%	$0.00	0.00%	$13,329.36	$0.00
	CONC SLAB SPAN & DEFLECTION - 1 UNIT	B2Z	$5,571.72	$3,343.03	60.00%	$5,014.55	90.00%	$557.17	$1,671.52
	CONC FRAMING PLAN & BENT REPORT - 1 UNIT	B2Z	$5,601.42	$3,360.85	60.00%	$5,041.28	90.00%	$560.14	$1,680.43
	CONC TYPICAL SECTIONS AND DEFLECTIONS	B2Z	$5,910.30	$0.00	0.00%	$5,319.27	90.00%	$591.03	$5,319.27
	PRESTR CONC BEAMS -IGNS	B2Z	$7,038.90	$0.00	0.00%	$1,055.84	15.00%	$5,983.07	$1,055.84
	ARCHITECTURAL TREATMENT	B2Z	$11,880.00	$0.00	0.00%	$0.00	0.00%	$11,880.00	$0.00
	DRAIN DETAILS	B2Z	$10,080.18	$0.00	0.00%	$0.00	0.00%	$10,080.18	$0.00
	BRIDGE BORING LOGS	B2Z	$2,239.38	$0.00	0.00%	$0.00	0.00%	$2,239.38	$0.00
	Subtask 170.4 - East Bound 10th St Bridge								
	BRIDGE LAYOUTS	B2Z	$8,716.95	$7,845.26	90.00%	$7,845.26	90.00%	$871.70	$0.00
	SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	B2Z	$7,576.47	$0.00	0.00%	$0.00	0.00%	$7,576.47	$0.00
	FOUNDATION LAYOUTS	B2Z	$8,452.62	$0.00	0.00%	$0.00	0.00%	$8,452.62	$0.00
	ABUTMENTS	B2Z	$6,664.68	$5,998.21	90.00%	$5,998.21	90.00%	$666.47	$0.00
	INTERIOR BENTS	B2Z	$6,664.68	$0.00	0.00%	$0.00	0.00%	$6,664.68	$0.00
	CONC SLAB SPAN	B2Z	$2,889.81	$1,733.89	60.00%	$2,600.83	90.00%	$288.98	$866.94
	CONC FRAMING PLAN & BENT REPORT	B2Z	$5,601.42	$3,360.85	60.00%	$5,041.28	90.00%	$560.14	$1,680.43
	CONC TYPICAL SECTIONS AND DEFLECTIONS	B2Z	$2,955.15	$0.00	0.00%	$2,659.64	90.00%	$295.52	$2,659.64
	PRESTR CONC I-GIRDER DESIGN	B2Z	$7,038.90	$0.00	0.00%	$1,055.84	15.00%	$5,983.07	$1,055.84
	ARCHITECTURAL TREATMENT	B2Z	$5,940.00	$0.00	0.00%	$0.00	0.00%	$5,940.00	$0.00
	DRAIN DETAILS	B2Z	$5,040.09	$0.00	0.00%	$0.00	0.00%	$5,040.09	$0.00
	BRIDGE BORING LOGS	B2Z	$2,239.38	$0.00	0.00%	$0.00	0.00%	$2,239.38	$0.00
	Subtask 170.7 - McColl Rd Underpass Bridge								
	BRIDGE LAYOUTS	B2Z	$13,026.42	$11,723.78	90.00%	$11,723.78	90.00%	$1,302.64	$0.00
	SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	B2Z	$9,120.87	$0.00	0.00%	$0.00	0.00%	$9,120.87	$0.00
	FOUNDATION LAYOUTS	B2Z	$9,887.13	$0.00	0.00%	$0.00	0.00%	$9,887.13	$0.00
	ABUTMENTS	B2Z	$18,137.79	$16,324.01	90.00%	$16,324.01	90.00%	$1,813.78	$0.00
	INTERIOR BENTS	B2Z	$14,734.17	$0.00	0.00%	$0.00	0.00%	$14,734.17	$0.00
	CONC SLAB SPAN	B2Z	$7,814.07	$4,688.44	60.00%	$7,032.66	90.00%	$781.41	$2,344.22
	CONC FRAMING PLAN & BENT REPORT	B2Z	$8,633.79	$5,180.27	60.00%	$7,770.41	90.00%	$863.38	$2,590.14
	CONC TYPICAL SECTIONS AND DEFLECTIONS	B2Z	$8,823.87	$0.00	0.00%	$7,941.48	90.00%	$882.39	$7,941.48
	PRESTR CONC I-GIRDER DESIGN	B2Z	$6,483.51	$0.00	0.00%	$972.53	15.00%	$5,510.98	$972.53
	ARCHITECTURAL TREATMENT	B2Z	$11,446.38	$0.00	0.00%	$0.00	0.00%	$11,446.38	$0.00
	DRAIN DETAILS	B2Z	$6,008.31	$0.00	0.00%	$0.00	0.00%	$6,008.31	$0.00
	BRIDGE BORING LOGS	B2Z	$2,052.27	$0.00	0.00%	$0.00	0.00%	$2,052.27	$0.00
	Subtask 170.9 - Scour Analysis On Canal Bridge								
	SCOUR ANALYSIS BASED ON HEC-18 (WB BRIDGE)	B2Z	$23,700.60	$0.00	0.00%	$0.00	0.00%	$23,700.60	$0.00
	SCOUR ANALYSIS BASED ON HEC-18 (EB BRIDGE)	B2Z	$14,743.08	$0.00	0.00%	$0.00	0.00%	$14,743.08	$0.00
	SUBTOTAL (FUNCTION 170 - BRIDGE DESIGN) =		$327,522.69	$83,400.27	25%	$113,238.53	35%	$214,284.16	$29,838.25

TOTAL THIS INVOICE = $29,838.25

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

INVOICE PERIOD: *06/01/2014 through 06/30/14* **INVOICE AMOUNT:** *$37,092.21*

June 26, 2014

Mr. Behrooz Badiozzamani, P.E. – L&G Engineering
ATTN: Mr. Robert Macheska, P.E., CFM – L&G Engineering
900 South Stewart Rd., Suite 10
Mission, Texas 78572

RE: SH 365 Segment 2
Invoice No. 20141968

Dear Mr. Macheska:

Attached for your review and approval is our invoice for services rendered during the month of May 2014 on the subject referenced project.

The following is attached:

- Invoice No. 20141968
- June 2014 Invoice Breakdown
- PS&E Checklist
- Backup –Signing
- Backup - Pavement Markings

The following is a narrative of the progress for this period.

TASK
FC 162 (Subtask 162.2): TRAFFIC ITEMS – Signing Design
Continued developing sign layouts
FC 163 (Subtask 162.3): TRAFFIC ITEMS – Pavement Marking Design
Continued developing pavement markings layouts

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 424-7898.

Sincerely,

Jose A. Sanchez, P.E.
Project Manager – TEDSI Infrastructure Group, Inc.

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 East Expressway 83 • Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022
TBPE F-1640

June 26, 2014
Project No: 2010-1078-02
Invoice No: 20141968

Robert Macheska, P.E., CFM
L&G Engineering
900 South Stewart Road
Suite 9
Mission, TX 78572

Project 2010-1078-02 SH 365-FM 396 to McColl Road

SH 365 PS&E Development
From FM 396 (Anzalduas Highway) to McColl Road
CSJ 3627-01-001

Professional Services from June 01, 2014 to June 30, 2014

Phase 162.2 Signing Design
Fee

Total Fee	64,595.40		
	Total Earned	64,595.40	
	Previous Fee Billing	52,920.63	
	Current Fee Billing	11,674.77	
	Total Fee		**11,674.77**
		Total this Phase	**$11,674.77**

Phase 162.3 Pavement Markings Design
Fee

Total Fee	51,673.76		
	Total Earned	51,673.76	
	Previous Fee Billing	26,256.32	
	Current Fee Billing	25,417.44	
	Total Fee		**25,417.44**
		Total this Phase	**$25,417.44**

Billing Summary	**Current**	**Prior**	**To-Date**
Total Billings	37,092.21	79,176.95	116,269.16
Total Fee			354,939.36
Remaining Fee			238,670.20

Total this Invoice **$37,092.21**

Outstanding Invoices

Number	**Date**	**Balance**
20141928	5/23/2014	34,318.09
Total		**34,318.09**

Total Now Due **$71,410.30**

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

Authorized By: _____ Date: **06-26-2014**
Jose A. Sanchez, P.E.
Project Manager

SH365/TCC - Segment #2
Invoice #: 20141895
Work Authorization #3

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1643
Consulting Engineers
1201 East Expressway 83 • Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

JUNE 2014 INVOICE

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Project:	SH 365 PS&E Development	Bill Through:	THRU 06/30/2014
Limits:	From FM 396 (Anzalduas Highway) To McColl Rd	Client:	HCRMA
CSJ:	3627-01-001	Contract:	
County:	Hidalgo	WA No.:	

Func Code	TASK DESCRIPTION	FIRM	CONTRACTED FEE ($)	PREVIOUSLY INVOICED		INVOICED TO DATE		BALANCE	AMOUNT DUE THIS INVOICE
				($ AMOUNT)	(% COMPLETED)	($ AMOUNT)	(% COMPLETED)		
162	**TRAFFIC ITEMS**								
	Subtask 162.2 - Signing Design								
	FIELD INVENTORY OF SIGNS	TEDSI	$2,650.56	$0.00	0.00%	$0.00	0.00%	$2,650.56	$0.00
	GENERAL NOTES FOR SIGNS	TEDSI	$1,136.36	$0.00	0.00%	$0.00	0.00%	$1,136.36	$0.00
	SUMMARY OF QUANTITIES LARGE SIGNS	TEDSI	$2,382.11	$119.11	5.00%	$119.11	5.00%	$2,263.00	$0.00
	SUMMARY OF QUANTITIES SMALL SIGNS	TEDSI	$2,382.11	$119.11	5.00%	$119.11	5.00%	$2,263.00	$0.00
	SUMMARY OF LARGE SIGNS - PROPOSED (SOLS)	TEDSI	$10,641.68	$532.08	5.00%	$532.08	5.00%	$10,109.60	$0.00
	SUMMARY OF LARGE SIGNS - EXISTING (SOLS)	TEDSI	$1,391.50	$69.58	5.00%	$69.58	5.00%	$1,321.93	$0.00
	SUMMARY OF SMALL SIGNS - PROPOSED (SOSS)	TEDSI	$13,192.80	$659.64	5.00%	$659.64	5.00%	$12,533.16	$0.00
	SUMMARY OF SMALL SIGNS - EXISTING (SOLS)	TEDSI	$4,138.06	$206.90	5.00%	$206.90	5.00%	$3,931.16	$0.00
	SIGN LAYOUTS (STA. 620+00 TO STA. 987+00)	TEDSI	$81,131.74	$32,452.70	40.00%	$40,565.87	50.00%	$40,565.87	$8,113.17
	SIGN LAYOUTS (ANZALDUAS CONNECTOR)	TEDSI	$4,764.26	$1,905.70	40.00%	$2,382.13	50.00%	$2,382.13	$476.43
	SIGN LAYOUTS (FM 494 - STA. 140+84 TO 153+74)	TEDSI	$4,764.26	$1,905.70	40.00%	$2,382.13	50.00%	$2,382.13	$476.43
	SIGN LAYOUTS (MCCOLL RD - STA. 29+85 TO 50+50)	TEDSI	$4,764.26	$1,905.70	40.00%	$2,382.13	50.00%	$2,382.13	$476.43
	SIGN LAYOUTS (10TH ST INTERSECTION)	TEDSI	$2,299.30	$919.72	40.00%	$1,149.65	50.00%	$1,149.65	$229.93
	LARGE GUIDE SIGN PANEL DETAILS	TEDSI	$19,023.90	$7,609.56	40.00%	$9,511.95	50.00%	$9,511.95	$1,902.39
	OVERHEAD SIGN STRUCTURE DETAILS	TEDSI	$35,324.52	$1,766.23	5.00%	$1,766.23	5.00%	$33,558.29	$0.00
	LARGE GROUND MOUNTED SIGN STRUCTURE DESIGN (19 GM)	TEDSI	$8,193.35	$0.00	0.00%	$0.00	0.00%	$8,193.35	$0.00
	SMALL SIGN PANEL DETAILS	TEDSI	$4,386.57	$219.33	5.00%	$219.33	5.00%	$4,167.24	$0.00
	STANDARD SHEETS	TEDSI	$10,118.29	$2,529.57	25.00%	$2,529.57	25.00%	$7,588.72	$0.00
	SPECIFICATIONS	TEDSI	$543.34	$0.00	0.00%	$0.00	0.00%	$543.34	$0.00
	COST ESTIMATE	TEDSI	$8,693.44	$0.00	0.00%	$0.00	0.00%	$8,693.44	$0.00
	COORDINATION AND PROGRESS MEETINGS	TEDSI	$9,859.68	$0.00	0.00%	$0.00	0.00%	$9,859.68	$0.00
	Subtask 162.3 - Pavement Markings Design								
	GENERAL NOTES FOR PAVEMENT MARKINGS	TEDSI	$1,136.36	$0.00	0.00%	$0.00	0.00%	$1,136.36	$0.00
	SUMMARY OF QUANTITIES	TEDSI	$2,382.11	$119.11	5.00%	$119.11	5.00%	$2,263.00	$0.00
	PAVEMENT MARKING LAYOUTS (STA. 620+00 TO 987+00)	TEDSI	$85,306.30	$21,326.58	25.00%	$42,653.15	50.00%	$42,653.15	$21,326.58
	PAVEMENT MARKING LAYOUTS (ANZALDUAS CONNECTOR)	TEDSI	$4,220.92	$1,055.23	25.00%	$2,110.46	50.00%	$2,110.46	$1,055.23
	PAVEMENT MARKING LAYOUTS (FM 494 - STA. 140+84 TO STA. 153+74)	TEDSI	$5,115.47	$1,278.87	25.00%	$2,557.74	50.00%	$2,557.74	$1,278.87
	PAVEMENT MARKING LAYOUTS (MCCOLL RD - STA. 29+85 TO STA. 50+50)	TEDSI	$5,092.23	$1,273.06	25.00%	$2,546.12	50.00%	$2,546.12	$1,273.06
	PAVEMENT MARKING LAYOUTS (10TH ST INTERSECTION)	TEDSI	$1,934.85	$483.71	25.00%	$967.43	50.00%	$967.43	$483.71
	STANDARD SHEETS	TEDSI	$2,879.09	$719.77	25.00%	$719.77	25.00%	$2,159.32	$0.00
	COST ESTIMATE	TEDSI	$8,693.44	$0.00	0.00%	$0.00	0.00%	$8,693.44	$0.00
	SUBTOTAL (FUNCTION 161 - TRAFFIC ITEMS) =		**$348,542.86**	**$79,176.95**	**22.72%**	**$116,269.16**	**33.36%**	**$232,273.70**	**$37,092.21**
	DIRECT EXPENSES								
	Subtask 5 - Direct Expenses (TEDSI)								
	MILEAGE	TEDSI	$169.50	$0.00	0.00%	$0.00	0.00%	$169.50	$0.00
	PLOTS (8 1/2" X 11")	TEDSI	$50.00	$0.00	0.00%	$0.00	0.00%	$50.00	$0.00
	PRINTING PAPER SHEETS	TEDSI	$5,724.00	$0.00	0.00%	$0.00	0.00%	$5,724.00	$0.00
	PRINTING MYLAR SHEETS	TEDSI	$318.00	$0.00	0.00%	$0.00	0.00%	$318.00	$0.00
	OVERNIGHT MAIL (LETTER)	TEDSI	$60.00	$0.00	0.00%	$0.00	0.00%	$60.00	$0.00
	OVERNIGHT MAIL (OVERSIZED)	TEDSI	$75.00	$0.00	0.00%	$0.00	0.00%	$75.00	$0.00
	SUBTOTAL (DIRECT EXPENSES) =		**$6,396.50**	**$0.00**	**0.00%**	**$0.00**	**0.00%**	**$6,396.50**	**$0.00**

TOTAL THIS INVOICE = $37,092.21

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956-782-2557 • (FAX) 956-782-2558
Engineering Firm F-469 • Surveying Firm #101650-00

INVOICE PERIOD: *04/29/14 through 6/26/14* **INVOICE AMOUNT:** *$ 72,333.92*

June 26, 2014

Mr. Behrooz Badiozzamani, P.E. – L&G Engineering
ATTN: Mr. Robert Macheska, P.E., CFM – L&G Engineering
900 South Stewart Rd., Suite 10
Mission, Texas 78572

RE: SH 365 Segment 2
Invoice No. 3

Dear Mr. Macheska:

Attached for your review and approval is our invoice for services rendered during the month of May & June 2014 on the subject referenced project.

The following is attached:

- Invoice No. 3

The following is a narrative of the progress for this period.

TASK
FC 160 (Subtask 160.2): ROADWAY DESIGN CONTROLS
UPDATED: Horizontal Alignment Data Sheets and roadway standards to the 45% stage, Removal Plan, Plan & Profile sheets for main lanes, frontage roads and ramps to the 60% stage.
FC 161 (Subtask 161.2): DRAINAGE DETAILS - Drainage
UPDATED: Collect/review data, irrigation layout sheets, coordinate with irrigation districts, culvert layout sheets and field trip to verify existing conditions to the 60% stage.
FC 161 (Subtask 161.5): DRAINAGE DETAILS - Environmental
UPDATED: SW3P layouts to the 45% stage.
FC 163 (Subtask 163.2): MISCELLANEOUS (ROADWAY) - General
UPDATED: Typical Sections to the 60% stage

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 782-2557.

Sincerely,

Ramiro Gutierrez, P.E.
President – R. Gutierrez Engineering Corporation

JUNE 2014 INVOICE

Project: SH 365 PS&E Development
Limits: From FM 396 (Anzalduas Highway) To McColl Rd
CSJ: 3627-01-001
County: Hidalgo

Bill Through: 6/26/2014
Client: HCRMA
Contract:
WA No.:

Func Code	TASK DESCRIPTION	FIRM	CONTRACTED FEE ($)	PREVIOUSLY INVOICED		INVOICED TO DATE		BALANCE	AMOUNT DUE THIS INVOICE
				($ AMOUNT)	(% COMPLETED)	($ AMOUNT)	(% COMPLETED)		
160	ROADWAY DESIGN CONTROLS								
	Subtask 160.2 - Roadway Design Controls (RGEC)								
	HORIZONTAL ALIGNMENT DATA SHEETS	RGEC	$2,915.40	$874.62	30.00%	$1,311.93	45.00%	$1,603.47	$437.31
	SURVEY CONTROL INDEX OF SHEETS	RGEC	$499.77	$0.00	0.00%	$0.00	0.00%	$499.77	$0.00
	HORIZONTAL & VERTICAL CONTROL DATA SHEETS	RGEC	$2,915.40	$0.00	0.00%	$0.00	0.00%	$2,915.40	$0.00
	REMOVAL PLAN	RGEC	$1,499.34	$449.80	30.00%	$899.60	60.00%	$599.74	$449.80
	ROADWAY P&P SHEETS - EB & WB MAINLANES	RGEC	$49,228.04	$14,768.41	30.00%	$29,536.82	60.00%	$19,691.22	$14,768.41
	ROADWAY P&P SHEETS - RAMPS	RGEC	$11,286.62	$3,385.99	30.00%	$6,771.97	60.00%	$4,514.65	$3,385.99
	ROADWAY P&P SHEETS - EB FRONTAGE ROAD	RGEC	$11,286.62	$3,385.99	30.00%	$6,771.97	60.00%	$4,514.65	$3,385.99
	ROADWAY P&P SHEETS - WB FRONTAGE ROAD	RGEC	$11,286.62	$3,385.99	30.00%	$6,771.97	60.00%	$4,514.65	$3,385.99
	INTERSECTION LAYOUTS & DETAILS	RGEC	$5,643.31	$0.00	0.00%	$0.00	0.00%	$5,643.31	$0.00
	MISCELLANEOUS ROADWAY DETAILS	RGEC	$5,643.31	$0.00	0.00%	$0.00	0.00%	$5,643.31	$0.00
	ROADWAY STANDARDS	RGEC	$4,581.60	$1,374.48	30.00%	$2,061.72	45.00%	$2,519.88	$687.24
	PREPARE PLANS ELECTRONIC DELIVERABLES	RGEC	$2,096.46	$628.94	30.00%	$943.41	45.00%	$1,153.05	$314.47
	SUBTOTAL (FUNCTION 160 - ROADWAY DESIGN CONTROLS) =		$108,882.49	$28,254.21	25.95%	$55,069.40	50.58%	$53,813.09	$26,815.19
161	DRAINAGE DETAILS								
	Subtask 161.2 - Drainage (RGEC)								
	DATA COLLECTIVE/REVIEW DATA	RGEC	$8,815.50	$2,644.65	30.00%	$5,289.30	60.00%	$3,526.20	$2,644.65
	FIELD TRIP TO VERIFY EXISTING CONDITIONS (TWO TRIPS)	RGEC	$3,956.46	$1,186.94	30.00%	$2,373.88	60.00%	$1,582.58	$1,186.94
	PREPARE LARGE AND SMALL DRAINAGE AREA MAPS	RGEC	$10,564.78	$0.00	0.00%	$0.00	0.00%	$10,564.78	$0.00
	IRRIGATION LAYOUT SHEETS (INCL PARALLEL LINES)	RGEC	$30,541.80	$9,162.54	30.00%	$18,325.08	60.00%	$12,216.72	$9,162.54
	COORDINATE WITH IRRIGATION DISTRICTS	RGEC	$46,534.08	$13,960.22	30.00%	$27,920.45	60.00%	$18,613.63	$13,960.22
	OUTFALL P&P SHEETS	RGEC	$11,286.62	$0.00	0.00%	$0.00	0.00%	$11,286.62	$0.00
	CULVERT LAYOUT SHEETS	RGEC	$27,904.20	$8,371.26	30.00%	$16,742.52	60.00%	$11,161.68	$8,371.26
	DRAINAGE STANDARDS	RGEC	$4,581.60	$1,374.48	30.00%	$1,374.48	30.00%	$3,207.12	$0.00
	Subtask 161.5 - Environmental (RGEC)								
	SW3P NARRATIVE	RGEC	$3,248.50	$974.58	30.00%	$974.58	30.00%	$2,274.02	$0.00
	SW3P LAYOUTS	RGEC	$27,904.20	$8,371.26	30.00%	$12,556.89	45.00%	$15,347.31	$4,185.63
	MISCELLANEOUS SW3P DETAILS	RGEC	$2,998.68	$899.60	30.00%	$899.60	30.00%	$2,099.08	$0.00
	SW3P STANDARDS	RGEC	$229.08	$68.72	30.00%	$68.72	30.00%	$160.36	$0.00
	SUBTOTAL (FUNCTION 161 - DRAINAGE DETAILS) =		$178,565.60	$47,014.26	26%	$86,525.50	48%	$92,040.10	$39,511.24
163	MISCELLANEOUS (ROADWAY)								
	Subtask 163.2 - General (RGEC)								
	INDEX OF SHEETS	RGEC	$673.30	$0.00	0.00%	$0.00	0.00%	$673.30	$0.00
	EXISTING TYPICAL SECTIONS	RGEC	$1,499.34	$0.00	0.00%	$0.00	0.00%	$1,499.34	$0.00
	PROP TYPICAL SECTIONS	RGEC	$8,947.47	$0.00	0.00%	$5,368.48	60.00%	$3,578.99	$5,368.48
	ESTIMATE & QUANTITY SHEETS	RGEC	$2,998.68	$0.00	0.00%	$0.00	0.00%	$2,998.68	$0.00
	SUMMARY OF ROADWAY QUANTITIES	RGEC	$8,565.58	$0.00	0.00%	$0.00	0.00%	$8,565.58	$0.00
	SUMMARY OF CULVERT QUANTITIES	RGEC	$4,976.91	$0.00	0.00%	$0.00	0.00%	$4,976.91	$0.00
	SUMMARY OF EARTHWORK QUANTITIES	RGEC	$4,976.91	$0.00	0.00%	$0.00	0.00%	$4,976.91	$0.00
	SUMMARY OF DELINEATION & OBJ MRKR QUANTITIES	RGEC	$492.84	$0.00	0.00%	$0.00	0.00%	$492.84	$0.00
	SUMMARY OF SW3P (EROSION CONTROL)	RGEC	$4,976.91	$0.00	0.00%	$0.00	0.00%	$4,976.91	$0.00
	SUMMARY OF REMOVAL ITEMS	RGEC	$1,166.14	$0.00	0.00%	$0.00	0.00%	$1,166.14	$0.00
	SUBTOTAL (FUNCTION 163 - MISCELLANEOUS (ROADWAY)) =		$39,274.08	$0.00	0%	$5,368.48	14%	$33,905.60	$5,368.48
	DIRECT EXPENSES								
	Subtask 3 - Direct Expenses (RGEC)								
	MILEAGE	RGEC	$90.00	$27.00	30.00%	$40.50	45.00%	$49.50	$13.50
	PRINTING PAPER SHEETS	RGEC	$4,170.00	$1,251.00	30.00%	$1,876.50	45.00%	$2,293.50	$625.50
	PRINTING MYLAR SHEETS	RGEC	$278.00	$0.00	0.00%	$0.00	0.00%	$278.00	$0.00
	SUBTOTAL (DIRECT EXPENSES) =		$4,538.00	$1,278.00	28.16%	$1,917.00	42.24%	$2,621.00	$639.00
							TOTAL THIS INVOICE =		$72,333.92

EXHIBIT H-3

Sub-provider Monitoring System for Federally Funded Contracts

Progress Assessment Report for month of (Mo./Yr.) 7/14 Invoice # 11324858

Contract #: _____ Original Contract Amount: $5,915,101.32

Date of Contract Execution: 05/04/2012 Approved Contract Supplemental Agreements: $_____

Prime Provider: L&G Consulting Engineers, Inc. Total Contract Amount: $ 5,915,101.32

Work Authorization No. 3 Work Authorization Amount: $ 3,719,885.81

If Prime Provider is NOT DBE Certified and no sub-providers are used on this work authorization, please indicate by placing "N/A" on the 1st line under Sub-providers.

DBE Y/N	Prime Provider (if DBE Certified) and All DBE Sub-providers	Category of Work	Total Sub-provider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
Y	B2Z Engineering	Bridge	$ 327,522.69	5.5%	$ 29,838.25	$ 113,238.53	$ 214,284.16
Y	R. Gutierrez Engineering	Roadway	$ 331,260.17	5.6%	$ 72,333.92	$ 148,880.39	$ 182,379.79

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.

Arturo Garcia — Print Name - Company Official /DBE Liaison Officer

Signature

(956) 565- 9813 — Phone

7/1/2014 — Date

agarcia@lgengineers.com — Email

(956) 565-9018 — Fax

L&G Engineering
Transportation Consultants

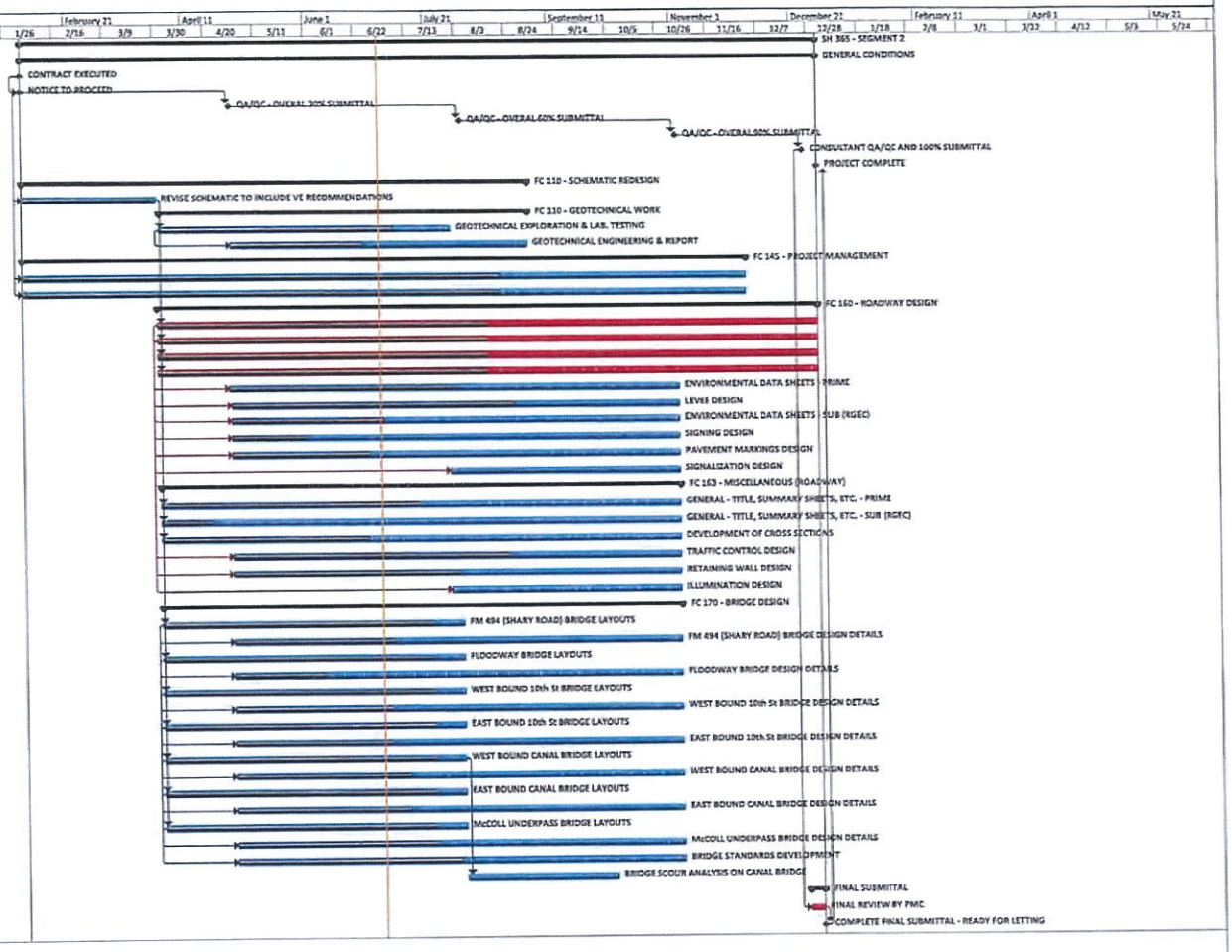
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

L&G ENGINEERING

SH 365 / SEGMENT 2

HCRMA

ID	Task Name	Duration	Start	Finish	Predecessors
1	SH 365 - SEGMENT 2	332 days	Mon 2/3/14	Wed 12/31/14	
2	GENERAL CONDITIONS	332 days	Mon 2/3/14	Wed 12/31/14	
3	CONTRACT EXECUTED	0 days	Mon 2/3/14	Mon 2/3/14	
4	NOTICE TO PROCEED	0 days	Mon 2/3/14	Mon 2/3/14	3SS
6	QA/QC - OVERAL 30% SUBMITTAL	0 days	Thu 5/1/14	Thu 5/1/14	4
7	QA/QC - OVERAL 60% SUBMITTAL	0 days	Mon 8/4/14	Mon 8/4/14	6
8	QA/QC - OVERAL 90% SUBMITTAL	0 days	Mon 11/3/14	Mon 11/3/14	7
9	CONSULTANT QA/QC AND 100% SUBMITTAL	0 days	Fri 12/26/14	Fri 12/26/14	8
5	PROJECT COMPLETE	0 days	Wed 12/31/14	Wed 12/31/14	5S
10	FC 110 - SCHEMATIC REDESIGN	211 days	Mon 2/3/14	Mon 9/1/14	
11	REVISE SCHEMATIC TO INCLUDE VE RECOMMENDATIONS	56 days	Mon 2/3/14	Sun 3/30/14	4SS
12	FC 110 - GEOTECHNICAL WORK	154 days	Tue 4/1/14	Mon 9/1/14	
13	GEOTECHNICAL EXPLORATION & LAB. TESTING	122 days	Tue 4/1/14	Thu 7/31/14	11
14	GEOTECHNICAL ENGINEERING & REPORT	123.4 days	Thu 5/1/14	Mon 9/1/14	13SS+57 days
15	FC 145 - PROJECT MANAGEMENT	302 days	Mon 2/3/14	Mon 12/1/14	
16	MANAGE WA AND ATTEND DEVELOPMENT MEETINGS	302 days	Mon 2/3/14	Mon 12/1/14	4SS
17	COORDINATE AND MANAGE SUBCONSULTANTS	302 days	Mon 2/3/14	Mon 12/1/14	4SS
18	FC 160 - ROADWAY DESIGN	276 days	Mon 3/31/14	Wed 12/31/14	
19	ROADWAY DESIGN - PRIME	276 days	Mon 3/31/14	Wed 12/31/14	11
20	ROADWAY DESIGN - SUB (RGEC)	276 days	Mon 3/31/14	Wed 12/31/14	11
21	DRAINAGE DESIGN - PRIME	276 days	Mon 3/31/14	Wed 12/31/14	11
22	DRAINAGE - SUB (RGEC)	276 days	Mon 3/31/14	Wed 12/31/14	11
24	ENVIRONMENTAL DATA SHEETS - PRIME	188 days	Wed 4/30/14	Mon 11/3/14	19SS+30 days
23	LEVEE DESIGN	187 days	Thu 5/1/14	Mon 11/3/14	19SS+30 days
25	ENVIRONMENTAL DATA SHEETS - SUB (RGEC)	187 days	Thu 5/1/14	Mon 11/3/14	20SS+30 days
27	SIGNING DESIGN	187 days	Thu 5/1/14	Mon 11/3/14	19SS+30 days
28	PAVEMENT MARKINGS DESIGN	187 days	Thu 5/1/14	Mon 11/3/14	19SS+30 days
26	SIGNALIZATION DESIGN	96 days	Thu 7/31/14	Mon 11/3/14	19SS+122 days
29	FC 163 - MISCELLANEOUS (ROADWAY)	217 days	Tue 4/1/14	Mon 11/3/14	
30	GENERAL - TITLE, SUMMARY SHEETS, ETC. - PRIME	217 days	Tue 4/1/14	Mon 11/3/14	11
31	GENERAL - TITLE, SUMMARY SHEETS, ETC. - SUB (RGEC)	217 days	Tue 4/1/14	Mon 11/3/14	11
35	DEVELOPMENT OF CROSS SECTIONS	217 days	Tue 4/1/14	Mon 11/3/14	11
32	TRAFFIC CONTROL DESIGN	187 days	Thu 5/1/14	Mon 11/3/14	19SS+30 days
34	RETAINING WALL DESIGN	187 days	Thu 5/1/14	Mon 11/3/14	19SS+30 days
33	ILLUMINATION DESIGN	96 days	Thu 7/31/14	Mon 11/3/14	19SS+122 days
36	FC 170 - BRIDGE DESIGN	217 days	Tue 4/1/14	Mon 11/3/14	
37	FM 494 (SHARY ROAD) BRIDGE LAYOUTS	126 days	Tue 4/1/14	Mon 8/4/14	11
38	FM 494 (SHARY ROAD) BRIDGE DESIGN DETAILS	187 days	Thu 5/1/14	Mon 11/3/14	37SS+30 days
39	FLOODWAY BRIDGE LAYOUTS	126 days	Tue 4/1/14	Mon 8/4/14	11
40	FLOODWAY BRIDGE DESIGN DETAILS	187 days	Thu 5/1/14	Mon 11/3/14	39SS+30 days
41	WEST BOUND 10th St BRIDGE LAYOUTS	126 days	Tue 4/1/14	Mon 8/4/14	11
42	WEST BOUND 10th St BRIDGE DESIGN DETAILS	187 days	Thu 5/1/14	Mon 11/3/14	41SS+30 days
43	EAST BOUND 10th St BRIDGE LAYOUTS	126 days	Tue 4/1/14	Mon 8/4/14	11
44	EAST BOUND 10th St BRIDGE DESIGN DETAILS	187 days	Thu 5/1/14	Mon 11/3/14	43SS+30 days
45	WEST BOUND CANAL BRIDGE LAYOUTS	126 days	Tue 4/1/14	Mon 8/4/14	11
46	WEST BOUND CANAL BRIDGE DESIGN DETAILS	187 days	Thu 5/1/14	Mon 11/3/14	45SS+30 days
47	EAST BOUND CANAL BRIDGE LAYOUTS	126 days	Tue 4/1/14	Mon 8/4/14	11
48	EAST BOUND CANAL BRIDGE DESIGN DETAILS	187 days	Thu 5/1/14	Mon 11/3/14	47SS+30 days
49	McCOLL UNDERPASS BRIDGE LAYOUTS	126 days	Tue 4/1/14	Mon 8/4/14	11
50	McCOLL UNDERPASS BRIDGE DESIGN DETAILS	187 days	Thu 5/1/14	Mon 11/3/14	49SS+30 days
51	BRIDGE STANDARDS DEVELOPMENT	187 days	Thu 5/1/14	Mon 11/3/14	37SS+30 days
52	BRIDGE SCOUR ANALYSIS ON CANAL BRIDGE	63 days	Tue 8/5/14	Mon 10/6/14	45
53	FINAL SUBMITTAL	6 days	Fri 12/26/14	Wed 12/31/14	
54	FINAL REVIEW BY PMC	6 days	Fri 12/26/14	Wed 12/31/14	9SS
55	COMPLETE FINAL SUBMITTAL - READY FOR LETTING	0 days	Wed 12/31/14	Wed 12/31/14	54



Project: SH 365 - SEGMENT 2 PS&
Date: Wed 7/2/14

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | Deadline | Critical | Critical Split | Progress

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	6/1/2014-6/30/2014	
Contractor	L&G Engineering	
Project/WA	SH365/Seg2/WA2	
Invoice #	11324880	Date: 7/3/2014
Amount	$ 14,359.32	
Date Sent	7/3/2014	

Date Received	
Received by	

Recommendation: X Approval _____Disapproval
Comments:

Louis Jones, HCRMA Program Manager — Date 7/8/14

Recommendation: P.R Approval _____Disapproval
Comments:

Pilar Rodriguez, Executive Director — Date 7/11/2014

Please return this form via email to fkoll@hcrma.net

Analy Diaz

From: Flor Koll <fkoll@hcrma.net>
Sent: Thursday, July 03, 2014 9:31 AM
To: Louis Jones
Cc: Eric Davila; Analy Diaz; Cynthia Luera; Gustavo Lopez
Subject: HCRMA Invoicing - L&G 11324880
Attachments: LG 11324880 Payment Recommendation Form.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Louis,

Please review the attached invoice and reply with recommendation NLT July 11, 2014.

Thank you,
Flor E. Koll

SENT VIA -- GW1.PHARR-TX.GOV -- CITY OF PHARR, TEXAS Disclaimer: If you are not the intended recipient or have received this e-mail in error, please notify me via return e-mail and telephone at 956-402-4000, and permanently delete and purge the original and any copy thereof. This e-mail, with attachments hereto, if any, is intended only for receipt and use by the addressee(s) named herein, and may contain legally privileged and/or confidential information. Regardless of address or routing, if you are not the intended recipient, then you are hereby notified that any use, copying, reproduction, dissemination, distribution, or transmission of this e-mail, and any attachments hereto, is strictly prohibited. Whereas all reasonable steps have been taken to ensure the accuracy and confidentiality of the information and data submitted herein, the City of Pharr and its employees are not liable if information or data is corrupted or does not reach its intended destination.

L&G Engineering
Transportation Consultants

July 3, 2014

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., 4th Floor
Pharr, Texas 78577

INVOICE PERIOD: *06/1/14 through 06/30/14*
INVOICE AMOUNT: *$14,359.32*

RE: Work Authorization #2 on SH365 Segment #2 (Floodway) - Invoice #11324880

Dear Mr. Jones,

Attached for your review and approval is our invoice for services rendered during the month of June 2014 on the subject referenced project. The below referenced work product deliverables have been uploaded via Project Wise to the following directory: 0030 SH365\01 Contract Admin\0032 L&G\06 Invoice\20140703 June Invoice\WA #2.

The following is attached:
- L & G's Invoice #11324880
- Invoice Backup Uploaded to Project Wise Containing:
  - (1) – L&G Engineering (L&G) – (Prime Consultant)
    - No Update This Period – No Attachments
  - (2) - SUB – B2Z Engineering, LLC (B2Z)
    - No Update This Period – No Attachments
  - (3) - SUB – L&G Engineering Laboratory, LLC (L&G Lab)
    - Progress Report & Invoice #7959
    - Task 10 – Geotechnical Field, Lab & Eng
      - ✓ 90% Complete Draft Geo Report (For Review & Comment – PMC & USIBWC)

TASK		% COMPL
(1) – FC 170.01 (Sub-Task 170.01.01) – Bridge Layouts (ML) (Phase I & Ultimate)	L&G	90.0%
No Update – See Progress Report & Invoice dated 3-4-2014.		
(2) – FC 170.01 (Sub-Task 170.01.01) –Bridge Layouts (ML-23rd, Ramps) (SUB)	B2Z	90.1%
No Update – See Progress Report & Invoice dated 3-4-2014.		
(3) – Special Services – Task 10 – Geotechnical Laboratory Tests (SUB)	L&G Lab	97.1%
Updated – See Progress Report & Invoice #7959 from L&G Lab for a detailed explanation of the work that has been completed during this billing period.		

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

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

INVOICE#: 11324880
INVOICE DATE: 6/30/2014

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

JOB: 120302
SH365/TCC - Segment #1
WA#2

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of June 2014.						
Task 10- SUB-Geotechnical Laboratory T	188,454.32	168,628.28	14,359.32	182,987.60	97.1	5,466.72
FC170.01- Bridge Layouts and Detail De	57,953.01	52,177.60		52,177.60	90.0	5,775.41
FC170.01- SUB-Bridge Layouts and Deta	36,435.90	32,816.16		32,816.16	90.1	3,619.74
Direct Expenses	180.00			0.00	0.0	180.00
TOTALS:	283,023.23	253,622.04	14,359.32	267,981.36	94.7	15,041.87

ORIGINAL CONTRACT SUM	$	283,023.23
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	283,023.23
TOTAL COMPLETED TO DATE	$	267,981.36
LESS PREVIOUS INVOICES	$	253,622.04
CURRENT PAYMENT DUE	$	14,359.32

PROJECT MANAGER'S SIGNATURE

EXHIBIT H-3

Sub-provider Monitoring System for Federally Funded Contracts

Progress Assessment Report for month of (Mo./Yr.) 06/14 Invoice # 11324880

Contract #: _____ Original Contract Amount: $5,915,101.32

Date of Contract Execution: 05/04/2012 Approved Contract Supplemental Agreements: $_____

Prime Provider: L&G Consulting Engineers, Inc. Total Contract Amount: $ 5,915,101.32

Work Authorization No. 2 Work Authorization Amount: $ 283,023.23

If Prime Provider is NOT DBE Certified and no sub-providers are used on this work authorization, please indicate by placing "N/A" on the 1st line under Sub-providers.

DBE Y/N	Prime Provider (if DBE Certified) and All DBE Sub-providers	Category of Work	Total Sub-provider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
Y	B2Z Engineering	Bridge	$ 36,435.90	0.6%	$ 0.00	$32,816.16	$ 3,619.74

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.

Arturo Garcia — Print Name - Company Official /DBE Liaison Officer

Signature

(956) 565- 9813 — Phone

7/2/2014 — Date

agarcia@lgengineers.com — Email

Fax

12/10 DBE-H3.ATT

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

June 30, 2014

Mr. Behrooz Badiozzamani, P.E.
Exec. VP/Project Manager - L&G Engineering
2100 W. Expressway 83
Mercedes, Texas 78570

RE: Geotechnical Drilling, Testing, & Engineering for SH 365 Floodway Bridge & Levee (WA #2)

Dear Mr. Badiozzamani,

Attached for your review and approval is our invoice for the services rendered this billing period on the subject referenced project.

The following is attached:

- L&G Laboratory Invoice #7959
- 90% Complete Draft Geotechnical Report (for review & comment – PMC & USIBWC)

TASK		% COMPL
FC10208 – FOUNDATION STUDIES	L&G Lab	92.72%
Update – All Geotechnical analysis have been completed and a 90% complete draft Geotechnical Report has been provided (uploaded to PW) for use in USIBWC & PMC review and comment. Once all review and comments have been completed, a final report will be uploaded (anticipated timeframe - next invoice period).		
FC10209 – FOUNDATION MATERIAL TESTING	L&G Lab	100.0%
Complete – L&G Engineering Laboratory has completed this task.		

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) 565-0760.

Sincerely,

Ricardo A. Gil
General Manager
L&G Engineering Laboratory, LLC

L & G Engineering Laboratory, LLC

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

Invoice

Date	Invoice #
6/30/2014	7959

Bill To/Ship To

L&G Engineering
2100 W. Exp 83
Mercedes, Tx 78570

Project

SH 365 Floodway Bridge & Levee (WA #2)
Geotechnical Engineering Services

Due Date	Job #
7/10/2014	GL13029

Description	Contract Amo...	Prior Billed	Curr %	Total %	Amount Due
Foundation Studies	75,036.28	55,210.24	19.14%	92.72%	14,359.32
Foundation Mtls. Testing	113,418.04	113,418.04	0.00%	100.00%	0.00

Total $14,359.32

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PAYMENT SUMMARY

S&B Infrastructure - SH 365 Segment 2 - McColl Road to US 281/Military Highway
$4,714,339.28 Maximum payable fee*

Maximum fee minus approved WA $215,601.49

		Invoice Date										WA	WA
	Approved WA Amount	8/29/2012	10/3/2012	12/6/2012	1/29/2013	3/19/2013	5/15/2013	6/27/2013	8/16/2013	11/26/2013	1/21/2014	Total Billed	Balance
WA#1	$887,287.51	$167,442.06	$74,917.69	$108,098.03	$88,228.68	$47,434.99	$173,602.23	$35,770.27	$5,505.39	$119,098.66	$46,903.65	$867,001.65	$20,285.86
WA#2	$3,611,450.28											$0.00	$3,611,450.28
	$4,498,737.79											$867,001.65	$3,631,736.14

		Invoice Date					WA	WA
	Approved WA Amount	3/3/2014	4/3/2013	5/5/2014	6/5/2014	7/4/2014	Total Billed	Balance
WA#1	$887,287.51						$867,001.65	$20,285.86
WA#2	$3,611,450.28	$110,055.34	$290,903.16	$363,320.04	$274,020.77	$255,161.21	$1,293,460.52	$2,317,989.76
	$4,498,737.79	$110,055.34	$290,903.16	$363,320.04	$274,020.77	**$255,161.21**	$2,160,462.17	$2,338,275.62

Amount Approved for Payment

* Resolution 2012-37 - Amended and restated professsional service agreement with S&B to revise project limits, DBE requirement and increased maximum payable amount from $4,363,952.78 to $4,714,339.28
WA#2 was approved December 18, 2013 for final PS&E for SH 365 in the amount of $3,611,450.28

P. R. R.
Approved for Payment

7/11/2014
Date

VRF 2013 Bond Construction Account # 01080720130

Prepared by:
P. Rodriguez, PE
Tx PE #85,567
7/11/2014

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	6/2/2014-6/30/2014	
Contractor	S&B Infrastructure, LTD	
Project/WA	SH365/Seg1/WA2	
Invoice #	5	Date: 07/04/2014
Amount	$ 255,161.21	
Date Sent	07/03/2014	

Date Received	
Received by	

Recommendation: X Approval _____Disapproval
Comments:

Louis Jones, HCRMA Program Manager — Date 7/8/14

Recommendation: 7.12 Approval _____Disapproval
Comments:

Pilar Rodriguez, Executive Director — Date 7/11/2014

Please return this form via email to fkoll@hcrma.net

Analy Diaz

From: Flor Koll <fkoll@hcrma.net>
Sent: Thursday, July 03, 2014 11:22 AM
To: Louis Jones
Cc: Eric Davila; Analy Diaz; Cynthia Luera; Gustavo Lopez
Subject: HCRMA Invoicing - S&B Invoice #5
Attachments: SB Invoice 5 Payment Recommendation Form.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Louis,

Please review the attached invoice and reply NLT July 11, 2014.

Thank you,

FLOR E. KOLL
PROGRAM ADMINISTRATOR
118 S. CAGE BLVD., 4TH
PHARR, TEXAS 78577
Ofc.: (956) 402-4762
Cell: (956) 310-3766

SENT VIA -- GW1.PHARR-TX.GOV -- CITY OF PHARR, TEXAS Disclaimer: If you are not the intended recipient or have received this e-mail in error, please notify me via return e-mail and telephone at 956-402-4000, and permanently delete and purge the original and any copy thereof. This e-mail, with attachments hereto, if any, is intended only for receipt and use by the addressee(s) named herein, and may contain legally privileged and/or confidential information. Regardless of address or routing, if you are not the intended recipient, then you are hereby notified that any use, copying, reproduction, dissemination, distribution, or transmission of this e-mail, and any attachments hereto, is strictly prohibited. Whereas all reasonable steps have been taken to ensure the accuracy and confidentiality of the information and data submitted herein, the City of Pharr and its employees are not liable if information or data is corrupted or does not reach its intended destination.

S&B INFRASTRUCTURE, LTD.

INVOICE PERIOD: *06/02/14 through 06/30/14* **INVOICE AMOUNT:** *$ 255,161.21*

July 04, 2014

Mr. Pilar Rodriguez, P.E. – Executive Director HCRMA
ATTN: Mr. Louis H. Jones, P.E. – Program Manager HCRMA
Hidalgo County Regional Mobility Authority
118 S. Cage Blvd., 4th Floor
Pharr, Texas 78577

RE: Work Authorization #2 on SH 365 Segment 1
Invoice No. 5

Dear Mr. Jones:

Attached for your review approval is our invoice for services rendered during the month of June 2014 on the subject referenced project. The below referenced work product deliverables have been uploaded via GroupWise to the following directory The following is attached: 2014-07-04-June Inv Backup

- Invoice No. 5
- Plan Set Back up link:2014-07-04 June Inv Backup

The following is a narrative of the progress for this period.

TASK
FC145 : PROJECT MANAGEMENT(FC 160 TO FC 190) (P S & E SERVICES)
***UPDATED**: Prepare Invoice # 5,and plan set submittal*
FC150 : FIELD SURVEY
***UPDATED**: Coordination and development of survey and utilities.*
FC160 ROADWAY DESIGN
***UPDATED**:58% completed; Removal of Items Sheets, Plan and Profile Sheets for Main Lanes, Ramps Frontages Roads and Intersection Streets. Revised PGL and Alignment.*
FC 161: LEVEE DESIGN
58% completed; Existing and Proposed Typical Sections, Plan and Profile for Levee Relocation.

FC161: ROADWAY DRAIANGE
UPDATED:58% completed; Drainage Area Maps and Culverts.
FC161: MISCELLANEOUS BRIDGES
80% completed; Bridge Layouts at Jackson Road, Proposed Option at the Intersection of "I" Roads and Thomas Road, Bridge Layout at Dicker Road, Existing Drain Ditch and Highline Road.
FC162 : SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION
***UPDATED:** 58% plan set of Pavement Marking Details and Illumination Layouts, Signing Layouts, Large Sign Details and Summaries. Traffic Signals Existing Condition.*
FC163 : MISCELLANEOUS ROADWAY
***UPDATED:** 58% completed; Title Sheet, Project Layout, Existing and Proposed Typical Sections, Traffic Control General Notes, TCP Typical Sections and TCP Plan sheets.*

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 926-5041.

Sincerely,

Guillermo A. Arratia, P.E.
Project Manager – S & B INFRASTRUCTURE, LTD.

cc: Gustavo Lopez, P.E.
Hyperlinks: 2014-07-04-June Inv Backup

JUNE 2014 INVOICE

S&B INFRASTRUCTURE, LTD

HCRMAVIA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY/MOBILITY AUTHORITY

Project: SH 365 PS&E Development
Limits:
CSJ: 3627-01-001
County: Hidalgo County

Bill Through: 6/30/2014
Client: HCRMA
Contract:
WA No.: 2

Func Code	TASK DESCRIPTION	FIRM	CONTRACTED FEE ($)	PREVIOUSLY INVOICED ($ AMOUNT)	PREVIOUSLY INVOICED (% COMPLETED)	INVOICED TO DATE ($ AMOUNT)	INVOICED TO DATE (% COMPLETED)	BALANCE	AMOUNT DUE THIS INVOICE
145	PROJECT MANAGEMENT (FC 160 TO FC 190) (PS&E SERVICES) (12 MONTHS)								
	PREPARE/MANAGE WORK AUTHORIZATIONS (PS&E DEVELOPMENT) (INCLUDING RECORD KEEPING, FILING, ADMINISTRATION, ETC) AND OVERALL QA/QC	S&BI	$ 29,335.72	$14,667.86	50.00%	$17,601.43	60.00%	$11,734.29	$2,933.57
	SCHEDULE & ATTEND WORK AUTHORIZATION DEVELOPMENT MEETINGS (4 MEETINGS)	S&BI	$ 12,477.84	$12,477.84	100.00%	$12,477.84	100.00%	$0.00	$0.00
	COORDINATION/PREPARE SUB WORK AUTHORIZATIONS/MANAGE SUBCONSULTANTS (3 SUBS)	S&BI	$ 11,199.86	$11,199.86	100.00%	$11,199.86	100.00%	$0.00	$0.00
	PREPARATION OF INVOICES AND PROGRESS REPORTS (TOTAL = 12 EA)	S&BI	$ 22,539.28	$7,212.57	32.00%	$9,015.71	40.00%	$13,523.57	$1,803.14
	SCHEDULE & ATTEND PRE-DESIGN MEETING & PREPARE MINUTES (TOTAL= 1)	S&BI	$ 5,797.40	$5,797.40	100.00%	$5,797.40	100.00%	$0.00	$0.00
	SCHEDULE & ATTEND TRAF SAFETY REVIEW MEETING AND PREPARE MEETINGS (TOTAL= 1)	S&BI	$ 3,473.80	$3,473.80	100.00%	$3,473.80	100.00%	$0.00	$0.00
	SCHEDULE, ATTEND AND PREPARE MINUTES FOR 12 MONTHLY PROGRESS MEETINGS (2 HRS)	S&BI	$ 18,923.08	$7,569.23	40.00%	$9,083.08	48.00%	$9,840.00	$1,513.85
	RESEARCH / REVIEW EXISTING PLANS & DATA (CONDUCTED IN WA#1)		$ -	$0.00	0.00%	$0.00		$0.00	$0.00
	PREPARE PROJECT SCHEDULE (UPDATE MONTHLY 12 EA)	S&BI	$ 8,077.50	$3,231.00	40.00%	$3,877.20	48.00%	$4,200.30	$646.20
	MONITOR SUB-PROVIDER'S SCHEDULES ON A MONTHLY BASIS	S&BI	$ 7,900.24	$3,160.10	40.00%	$3,792.12	48.00%	$4,108.12	$632.02
	PREPARE & ASSEMBLE PRELIMINARY COST ESTIMATES (1 @ 60% AND 1 @ 100%)	S&BI	$ 11,891.20	$0.00	0.00%	$0.00		$11,891.20	$0.00
	CONDUCT SITE VISIT OF PROJECT AREA (4 SITE VISITS 2 Roadway 2 Hydraulics)	S&BI	$ 13,825.60	$6,912.80	50.00%	$10,369.20	75.00%	$3,456.40	$3,456.40
	PREPARE 30% SUBMITTAL	S&BI	$ 6,433.68	$6,433.68	100.00%	$6,433.68	100.00%	$0.00	$0.00
	QC/QA - OVERALL 30% SUBMITTAL (1255 sheets without standrards (0.25 Hrs/sheet 1 SUBMITTAL)	S&BI	$ 16,204.27	$16,204.27	100.00%	$16,204.27	100.00%	$0.00	$0.00
	PREPARE 60% SUBMITTAL	S&BI	$ 6,433.68	$0.00	0.00%	$0.00	0.00%	$6,433.68	$0.00
	QC/QA - OVERALL 60% SUBMITTAL (1255 sheets without standrards (0.25 Hrs/sheet 1 SUBMITTAL)	S&BI	$ 63,954.39	$0.00	0.00%	$0.00	0.00%	$63,954.39	$0.00
	PREPARE 90% SUBMITTAL	S&BI	$ 6,433.68	$0.00	0.00%	$0.00	0.00%	$6,433.68	$0.00
	QC/QA - OVERALL 90% SUBMITTAL (1255 sheets without standrards (0.25 Hrs/sheet 1 SUBMITTAL)	S&BI	$ 57,273.99	$0.00	0.00%	$0.00	0.00%	$57,273.99	$0.00
	PREPARE 100% SUBMITTAL	S&BI	$ 6,433.68	$0.00	0.00%	$0.00	0.00%	$6,433.68	$0.00
	QC/QA - OVERALL 100% SUBMITTAL (1255 sheets without standrards (0.25 Hrs/sheet 1 SUBMITTAL)	S&BI	$ 21,955.27	$0.00	0.00%	$0.00	0.00%	$21,955.27	$0.00
	ORGANIZE AND DOWNLOAD ELECTRONIC FILE DELIVERABLES	S&BI	$ 4,371.46	$1,748.58	40.00%	$2,098.30	48.00%	$2,273.16	$349.72
	COMPLETION OF CPM SCHEDULE (FORMS 1823 & 1002 NOT INCLUDED)	S&BI	$ 15,881.86	$0.00	0.00%	$0.00	0.00%	$15,881.86	$0.00
	TASK 1 - SUBTOTAL (FUNCTION 145 - PROJECT MANAGEMENT)		$ 350,617.48	$100,088.99	28.53%	$111,423.89	31.76%		$11,334.90
150	FIELD SURVEY								
	COORDINATION AND DEVELOPMENT OF SURVEY	S&BI	$ 14,000.14	$9,800.10	70%	$9,800.10	70%	$4,200.04	$0.00
	COORDINATION AND DEVELOPMENT OF SURVEY FOR UTILITIES (DOS)	S&BI	$ -	$0.00		$0.00		$0.00	$0.00
	VERIFY FIELD DATA	S&BI	$ 16,483.54	$9,890.12	60%	$9,890.12	60%	$6,593.42	$0.00
				$0.00		$0.00		$0.00	$0.00
	SUBTOTAL (FUNCTION 150 FIELD SURVEY)		$ 30,483.68	$19,690.22	65%	$19,690.22	65%		$0.00
163	MISCELLANEOUS ROADWAY								
	TITLE SHEET	S&BI	$ 2,660.60	$1,330.30	50%	$1,543.15	58%	$1,117.45	$212.85
	4 - INDEX OF SHEETS	S&BI	$ 6,427.96	$3,213.98	50%	$3,728.22	58%	$2,699.74	$514.24
	6 - PROJECT LAYOUT	S&BI	$ 12,181.86	$6,090.93	50%	$7,065.48	58%	$5,116.38	$974.55
	0-TYPICAL SECTIONS - CONFIGURATION (LANES/SHOULDERS/CUT/FILL/ETC) (PAVEMENT DESIGN):	S&BI							
	9 - EXISTING TYPICAL SECTIONS	S&BI	$ 10,819.60	$5,409.80	50%	$6,275.37	58%	$4,544.23	$865.57
	19 - PROP TYPICAL SECTIONS	S&BI	$ 18,852.42	$9,426.21	50%	$10,934.40	58%	$7,918.02	$1,508.19
	30 - GENERAL NOTES & SPECIFICATION DATA	S&BI	$ 14,406.86	$0.00	0%	$8,355.98	58%	$6,050.88	$8,355.98
	10 - ESTIMATE & QUANTITY SHEETS	S&BI	$ 17,985.42	$8,992.71	50%	$10,431.54	58%	$7,553.88	$1,438.83
	2 - SUMMARY OF TRAFFIC CONTROL QUANTITIES	S&BI	$ 2,134.92	$1,067.46	50%	$1,238.25	58%	$896.67	$170.79
	8 - SUMMARY OF ROADWAY QUANTITIES	S&BI	$ 9,901.88	$4,950.94	50%	$5,743.09	58%	$4,158.79	$792.15
	2 - SUMMARY OF RETAINING WALL QUANTITIES	S&BI	$ 2,718.72	$0.00	0%	$0.00	0%	$2,718.72	$0.00
	2 - SUMMARY OF CULVERT QUANTITIES	S&BI	$ 2,718.72	$1,359.36	50%	$1,359.36	50%	$1,359.36	$0.00
	1 - SUMMARY OF STORM SEWER QUANTITIES	S&BI	$ 1,359.36	$679.68	50%	$679.68	50%	$679.68	$0.00
	2- SUMMARY OF BRIDGES	S&BI	$ 2,718.72	$0.00	0%	$0.00	0%	$2,718.72	$0.00
	1 - SUMMARY OF ILLUMINATION QUANTITIES	S&BI	$ 1,359.36	$0.00	0%	$0.00	0%	$1,359.36	$0.00
	2 - SUMMARY OF TRAFFIC SIGNAL QUANTITIES	S&BI	$ 1,359.36	$0.00	0%	$0.00	0%	$1,359.36	$0.00
	6 - SUMMARY OF EARTHWORK QUANTITIES	S&BI	$ 8,156.16	$0.00	0%	$0.00	0%	$8,156.16	$0.00
	1 - SUMMARY OF SMALL SIGNS	S&BI	$ 1,359.36	$679.68	50%	$679.68	50%	$679.68	$0.00
	1 - SUMMARY OF PAVEMENT MARKINGS	S&BI	$ 1,359.36	$0.00	0%	$0.00	0%	$1,359.36	$0.00
	1 - SUMMARY OF DELINEATION & OBJ MRKR QUANTITIES	S&BI	$ 1,359.36	$679.68	50%	$788.43	58%	$570.93	$108.75
	1 - SUMMARY OF SW3P (EROSION CONTROL)	S&BI	$ 1,359.36	$0.00	0%	$0.00	0%	$1,359.36	$0.00

	1- SUMMARY OF REMOVAL ITEMS	S&BI	$ 1,359.36	$679.68	50%	$788.43	58%	$570.93	$108.75
	II. TRAFFIC CONTROL PLANS (TCP)								
	4 - SEQUENCE OF CONSTRUCTION NARRATIVE	S&BI	$ 6,632.56	$3,316.28	50%	$3,846.88	58%	$2,785.68	$530.60
	10 - TRAFFIC CONTROL PLAN TYPICAL SECTIONS (1:100)	S&BI	$ 18,978.60	$9,489.30	50%	$11,007.59	58%	$7,971.01	$1,518.29
	2 - TRAFFIC CONTROL PLAN GENERAL NOTES	S&BI	$ 1,890.90	$945.45	50%	$1,096.72	58%	$794.18	$151.27
	4 - TCP ADVANCE WARNING SIGNS	S&BI	$ 5,795.39	$2,897.70	50%	$3,361.33	58%	$2,434.06	$463.63
	60 - TRAFFIC CONTROL PLAN - PHASE LAYOUTS (1:100)	S&BI	$ 86,742.35	$43,371.18	50%	$50,310.56	58%	$36,431.79	$6,939.39
	10 - TEMPORARY TRAFFIC SIGNALS AND ILLUMINATION	S&BI	$ 5,860.02	$2,930.01	50%	$4,981.02	85%	$879.00	$2,051.01
	0 - ROLL PLOT	S&BI	$ 12,452.25	$9,961.80	80%	$11,207.03	90%	$1,245.23	$1,245.23
	0 - STANDARDS	S&BI							
	12 - BC 1 THRU 12	S&BI	$ 2,265.60	$0.00	0%	$2,265.60	100%	$0.00	$2,265.60
	1-WZ (TD)-03	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	1-WZ (STPM)-03	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	1-WZ (UL)-03	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	1-WZ I(DERD)-03	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	1-WZ (BTS-1)-03	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	1-WZ (BTS-2)-03	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	1-WZ (BRK)-03	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	1-TCP (2-1)-98	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	1-TCP (2-3)-03	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	1-TCP (2-5)-03	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	1-TCP (2-6)-98	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	3 - TCP (3-1) THRU (3-3)-98	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	1-TCP (7-1)-98	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	0 - CPM SCHEDULE	S&BI	$ 4,182.48	$0.00	0%	$4,182.48	100%	$0.00	$4,182.48
	TASK 2-SUBTOTAL (FC 163-MISCELLANEOUS ROADWAY)		$ 289,813.27	$117,472.14	44%	$154,324.69	57%		$36,852.55
	III. ROADWAY DETAILS								
160	ROADWAY DESIGN CONTROLS								
	19 - HORIZONTAL ALIGNMENT DATA SHEETS	S&BI	$ 12,412.80	$6,206.40	50%	$7,199.42	58%	$5,213.38	$993.02
	0 - BENCHMARK DATA SHEETS:								
	10 - SURVEY CONTROL INDEX OF SHEETS	S&BI	$ 6,105.46	$0.00	0%	$0.00	0%	$6,105.46	$0.00
	8 - HORIZONTAL AND VERTICAL CONTROL DATA SHEETS Process Only	S&BI	$ 1,664.34	$832.17	50%	$965.32	58%	$699.02	$133.15
	29 - REMOVAL PLAN	S&BI	$ 50,540.40	$25,270.20	50%	$29,313.43	58%	$21,226.97	$4,043.23
	0 - PLAN AND PROFILE	S&BI							
	27 - ROADWAY P & P SHEETS - EB & WB MAIN LANES TOGETHER	S&BI	$ 71,446.30	$35,723.15	50%	$41,438.85	58%	$30,007.45	$5,715.70
	34 - ROADWAY P & P SHEETS - RAMPS	S&BI	$ 75,549.03	$37,774.52	50%	$43,818.44	58%	$31,730.59	$6,043.92
	13-ROADWAY P&P SHEETS - EB FRONTAGE ROAD	S&BI	$ 30,271.95	$15,135.98	50%	$17,557.73	58%	$12,714.22	$2,421.76
	11-ROADWAY P&P SHEETS - WB FRONTAGE ROAD	S&BI	$ 29,407.85	$14,703.93	50%	$17,056.55	58%	$12,351.30	$2,352.63
	18 - INTERSECTING LAYOUT AND DETAILS	S&BI	$ 40,287.02	$20,143.51	50%	$23,366.47	58%	$16,920.55	$3,222.96
	6 - INTERSECTION LAYOUTS AND DETAILS (NOT REQUIRED)	S&BI	$ -						
	4 - DRIVEWAY LAYOUTS	S&BI	$ 10,744.20	$5,372.10	50%	$6,231.64	58%	$4,512.56	$859.54
	DRIVEWAY DETAILS	S&BI	$ 1,477.02	$738.51	50%	$856.67	58%	$620.35	$118.16
	4 - MISCELLANEOUS ROADWAY DETAILS	S&BI	$ 6,692.28	$3,346.14	50%	$3,881.52	58%	$2,810.76	$535.38
	0 - BUS BAYS (NO BUS BAYS)	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - PARKING AREAS (NO PARKING AREAS)	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - STANDARDS								
	CCCG-01	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	CRCP (1)-09	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	TA (CP)-99	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	JS-94	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	GF(31)-11	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	GF(31)DAT-11	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	GF(31)LS-11	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	GF(31)TR-11	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	GF(31)T101-13	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	SGT 7-09	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	SGT 8-09	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	BED-09	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	SSCB (1)-99	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	SSCB (2)-00A	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	SSCB (3)-02	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	TRACC (N)-05	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	REACT (N)-05	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	QUAD (N)-99	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	TE(HMAC)-11	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	4 - RS(1)-10	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	0 - PREPARE PLANS ELECTRONIC DELIVERABLES	S&BI	$ 1,111.02	$0.00	0%	$1,111.02	100%	$0.00	$1,111.02
	TASK 3 - SUBTOTAL (FUNCTION 160-ROADWAY DESIGN CONTROLS)		$ 341,485.67	$155,246.61	45%	$196,573.08	58%		$31,326.48
	IV. WALL DETAILS								
163	MISCELLANEOUS-RETAINING WALL								

	24 - PREPARE RETAINING WALL PLAN AND PROFILE SHEETS/SLOPE STABILITY BY TERRACON	S&BI	$ 68,422.66	$0.00	0%	$0.00	0%	$68,422.66	$0.00
	4 - PREPARE RETAINING WALL MISCELLANEOUS DETAILS	S&BI	$ 5,315.40	$0.00	0%	$0.00	0%	$5,315.40	$0.00
	9 - BORING LOGS	S&BI	$ 1,296.92	$0.00	0%	$0.00	0%	$1,296.92	$0.00
	0 - STANDARDS				0%				
	RW (MSE)	S&BI	$ 188.80	$0.00	0%	$0.00	0%	$188.80	$0.00
	RW (TRF)	S&BI	$ 188.80	$0.00	0%	$0.00	0%	$188.80	$0.00
	RW (TEW)	S&BI	$ 188.80	$0.00	0%	$0.00	0%	$188.80	$0.00
	EMRW-94	S&BI	$ 188.80	$0.00	0%	$0.00	0%	$188.80	$0.00
	TASK 4 - SUBTOTAL (FUNCTION 163-MISCELLANEOUS-RETAINING WALL)		$ 75,790.18	$0.00	0%	$0.00	0%		$0.00
	V. ROADWAY/LEVEE DRAINAGE DETAILS								
161	ROADWAY DRAINAGE								
	0 - Off-site Drainage Area Maps- Aerial, Offsite, Downstream Aerial (Includes Individual Area Discharges)	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	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)	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - FEMA Map	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - Bridge Upstream Cross section Map with Pre- and Post- WSE Summary (South Floodwater Channel Bridge Crossing)	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 -Hydrology Points of Interest/Cross Section Map and Structure Locations (Includes routed Drainage Area Summaries for Culvert and Bridge Crossings, Routing Methods etc.)	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	BRIDGE PRE AND POST CALCULATIONS AND SHEETS SOUTH FLOODWATER CHANNEL	S&BI	$ 5,968.80	$4,775.04	80%	$4,775.04	80%	$1,193.76	$0.00
	0 - Bridge Scour Calculations	S&BI	$ 1,690.44	$1,352.35	80%	$1,352.35	80%	$338.09	$0.00
	Bridge Scour Calculation Sheets (1 Bridge at South Floodwater Channel)	S&BI	$ 1,690.44	$845.22	50%	$980.46	58%	$709.98	$135.24
	Culvert Pre- and Post Calculations and Sheets (7 Crossings at 2 Per Sheet)	S&BI	$ 4,589.20	$2,294.60	50%	$2,661.74	58%	$1,927.46	$367.14
	7 - Culvert Stream Crossing Layouts (7 Culverts A-H, Tribs to South Floodwater Channel)	S&BI	$ 34,956.46	$17,478.23	50%	$29,712.99	85%	$5,243.47	$12,234.76
	Scour Calculations (7 Culvert Stream Crossings)	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - Scour Calculation Sheets (7 Culvert Stream Crossings at 2 Per Sheet)	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	Culvert, Headwall, and Wingwall Details (4 Culvert and 4 Wingwalls Details)	S&BI	$ 604.16	$302.08	50%	$350.41	58%	$253.75	$48.33
	4 - Outfall Transition Layout and Details (7 Stream Crossings at 2 Per Sheet) No dissipators required, velocity is low	S&BI	$ 11,168.08	$0.00	0%	$0.00	0%	$11,168.08	$0.00
	29 - Roadway System Drainage Area Maps (32 Systems)(Ditches, Ramp Culverts and Driveway Culverts)	S&BI	$ 47,355.65	$23,677.83	50%	$27,466.28	58%	$19,889.37	$3,788.45
	16 - Roadway System Drainage Area Calculation Sheets (32 Systems at 2 Systems Per Sheet)	S&BI	$ 8,817.14	$2,645.14	30%	$5,113.94	58%	$3,703.20	$2,468.80
	Storm Sewer/Culvert Cross Streets (5 Intersections) Calculation Sheets	S&BI	$ 5,606.00	$1,681.80	30%	$1,681.80	30%	$3,924.20	$0.00
	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)	S&BI	$ 23,149.60	$11,574.80	50%	$11,574.80	50%	$11,574.80	$0.00
	Driveway and Ramp Storm Sewer/Culvert Calculation Sheets	S&BI	$ 6,124.28	$0.00	0%	$0.00	0%	$6,124.28	$0.00
	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	S&BI	$ 37,555.69	$0.00	0%	$0.00	0%	$37,555.69	$0.00
	Storm Sewer System and Culvert Detail Sheets (Culverts, Inlets, Manholes, Headwalls, SETP-PD, SETP-CD)	S&BI	$ 755.20	$377.60	50%	$377.60	50%	$377.60	$0.00
	7 - Retaining Wall and Bridge Deck Spacing For Bridge Sheets and Calculations (Tabulated on Special Detail Sheet) Not Required	S&BI	$ 12,212.19	$0.00	0%	$0.00	0%	$12,212.19	$0.00
	Retaining Wall Drains and Deck Drain SPL Details (1 Ret Wall, 3 Deck Drains)	S&BI	$ 604.16	$0.00	0%	$0.00	0%	$604.16	$0.00
	1 - Channel Special Plan and Profiles (South Floodwater Channel)(Includes Bank Stabilization, Location and Type)	S&BI	$ 3,784.64	$3,027.71	80%	$3,027.71	80%	$756.93	$0.00
	1 - Channel Typical Sections and Details (South Floodwater Channel)	S&BI	$ 1,597.52	$0.00	0%	$0.00	0%	$1,597.52	$0.00
	8 - Roadside Ditch Dention Area and Outfall Calculations (32 at 4 Per Sheet)	S&BI	$ 16,049.06	$0.00	0%	$0.00	0%	$16,049.06	$0.00
	8 - Roadside Ditch Dention Area Outfall Layouts and Weir Special Details (32 at 4 Per Sheet)	S&BI	$ 26,701.64	$0.00	0%	$0.00	0%	$26,701.64	$0.00
	9 - Frontage Road Cross Pipe Layouts and Profile Fmtg Rd. to Fmtg Rd. (9)	S&BI	$ 33,010.40	$0.00	0%	$0.00	0%	$33,010.40	$0.00
	0 - Temporary Drainage Plan and Profile Sheets Why temporary? Don't need	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - Temporary Drainage Special Detail Sheets Why temporary? Don't need	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	4 - Storm Drainage Quantity Summaries (Sheet by Sheet)	S&BI	$ 11,141.92	$5,570.96	50%	$5,570.96	50%	$5,570.96	$0.00
	4 - Storm Drainage Quantity Summaries (Permanent Totals)	S&BI	$ 8,176.28	$4,088.14	50%	$4,088.14	50%	$4,088.14	$0.00
	0 - MODIFY EXIST FEMA REPORT PREVIOUSLY PREPARED	S&BI	$ 3,485.40	$2,788.32	80%	$2,788.32	80%	$697.08	$0.00
	2 - Prepare 10, 50, and 100yr Water Surface Profiles (1 Bridge) (IF REQUIRED BY CFM, WILL BE DONE AS SEPARATE WA)	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	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)	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - Prepare Fema Report and MT-2 Form (7 Culverts) Already done on drainage report	S&BI	$ 3,485.40	$2,788.32	80%	$2,788.32	80%	$697.08	$0.00
	2 - Prepare 10, 50, and 100yr Water Surface Profiles (7 Culverts) Do not need 500 Yr. (Transfer PH I Data into Plans)	S&BI	$ 4,291.50	$2,145.75	50%	$2,145.75	50%	$2,145.75	$0.00
	2 - Prepare 100 Yr Area of Inundation Map (7 Culverts) Do not need 500 Yr. (Transfer PH I Data into Plans)	S&BI	$ 4,291.50	$3,433.20	80%	$3,433.20	80%	$858.30	$0.00
	SUB-TOTAL (F.C. 161-ROADWAY DRAINAGE)		$ 316,662.75	$90,847.10	28%	$109,889.82	34%		$19,042.72
161	**FC 161 - LEVEE DESIGN**								
	1 - LEVEE TYPICAL SECTIONS	S&BI	$ 2,375.98	$1,187.99	50%	$1,378.07	58%	$997.91	$190.08
	8 - LEVEE P & P SHEETS	S&BI	$ 17,445.12	$8,722.56	50%	$10,118.17	58%	$7,326.95	$1,395.61
	0 - CROSS SECTIONS (ROLL PLOT)	S&BI	$ 5,739.58	$0.00	0%	$0.00	0%	$5,739.58	$0.00
	3 - MISCELLANEOUS & FLOODGATE LEVEE DETAILS	S&BI	$ 25,516.60	$12,758.30	50%	$14,799.63	58%	$10,716.97	$2,041.33

	0 -RELOCATION OF FLOODWAY LEVEE ANALYSIS	S&BI	$ 20,244.56	$16,195.65	80%	$16,195.65	80%	$4,048.91	$0.00
	SUB-TOTAL (F.C. 161 LEVEE DESIGN)		$ 71,321.84	$38,864.50	54%	$42,491.51	60%		$3,827.02
	VII. BRIDGES								
	WEST BOUND MAIN LANE BRIDGE OVER JACKSON								
	1 - BRIDGE LAYOUTS	S&BI	$ 8,760.09	$7,008.07	80%	$7,008.07	80%	$1,752.02	$0.00
	1 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	S&BI	$ 7,885.17	$0.00	0%	$0.00	0%	$7,885.17	$0.00
	1 - FOUNDATION LAYOUTS	S&BI	$ 5,075.75	$0.00	0%	$0.00	0%	$5,075.75	$0.00
	1 - FOUNDATION DETAILS- 1 TYPE(S)	S&BI	$ 6,966.60	$0.00	0%	$0.00	0%	$6,966.60	$0.00
	4 - ABUTMENTS - 1 TYPE	S&BI	$ 13,719.72	$0.00	0%	$0.00	0%	$13,719.72	$0.00
	4- INTERIOR BENTS - 1 TYPE	S&BI	$ 13,719.72	$0.00	0%	$0.00	0%	$13,719.72	$0.00
	1 - CONC SLAB SPAN & DEFLECTION - 1 UNIT	S&BI	$ 5,712.56	$0.00	0%	$0.00	0%	$5,712.56	$0.00
	1 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT	S&BI	$ 5,758.31	$0.00	0%	$0.00	0%	$5,758.31	$0.00
	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	S&BI	$ 6,056.00	$4,844.80	80%	$4,844.80	80%	$1,211.20	$0.00
	1 - PRESTR CONC BEAMS - IGNS	S&BI	$ 7,271.61	$0.00	0%	$0.00	0%	$7,271.61	$0.00
	2 - ARCHITECTURAL TREATMENT	S&BI	$ 11,836.10	$0.00	0%	$0.00	0%	$11,836.10	$0.00
	2 - DRAIN DETAILS	S&BI	$ 10,189.24	$0.00	0%	$0.00	0%	$10,189.24	$0.00
	1 - BRIDGE BORING LOGS	S&BI	$ 2,303.36	$0.00	0%	$0.00	0%	$2,303.36	$0.00
	SUB-TOTAL SHEETS (WEST BOUND MAIN LANE BRIDGE OVER JACKSON)		$ 106,254.23	$11,852.87	11%	$11,852.87	11%		$0.00
	EAST BOUND MAIN LANE BRIDGE OVER JACKSON								
	1 - BRIDGE LAYOUTS	S&BI	$ 8,760.09	$7,008.07	80%	$7,008.07	80%	$1,752.02	$0.00
	1 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	S&BI	$ 7,885.17	$0.00	0%	$0.00	0%	$7,885.17	$0.00
	2 - FOUNDATION LAYOUTS	S&BI	$ 8,559.05	$0.00	0%	$0.00	0%	$8,559.05	$0.00
	3 - ABUTMENTS	S&BI	$ 6,859.86	$0.00	0%	$0.00	0%	$6,859.86	$0.00
	2- INTERIOR BENTS	S&BI	$ 6,859.86	$0.00	0%	$0.00	0%	$6,859.86	$0.00
	2 - CONC SLAB SPAN	S&BI	$ 2,960.48	$0.00	0%	$0.00	0%	$2,960.48	$0.00
	1 - CONC FRAMING PLAN & BENT REPORT	S&BI	$ 5,758.31	$0.00	0%	$0.00	0%	$5,758.31	$0.00
	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	S&BI	$ 3,035.26	$2,428.21	80%	$2,428.21	80%	$607.05	$0.00
	1 - PRESTR CONC I-GIRDER DESIGN	S&BI	$ 7,271.61	$0.00	0%	$0.00	0%	$7,271.61	$0.00
	2 - ARCHITECTURAL TREATMENT	S&BI	$ 5,918.05	$0.00	0%	$0.00	0%	$5,918.05	$0.00
	1 - DRAIN DETAILS	S&BI	$ 5,094.62	$0.00	0%	$0.00	0%	$5,094.62	$0.00
	1 - BRIDGE BORING LOGS	S&BI	$ 2,303.36	$0.00	0%	$0.00	0%	$2,303.36	$0.00
	SUB-TOTAL SHEETS (EAST BOUND MAIN LANE BRIDGE OVER JACKSON)		$ 71,265.72	$9,436.28	13%	$9,436.28	13%		$0.00
	WEST BOUND MAIN LANE BRIDGE OVER CAGE (US 281) (BY UNINTECH)								
	0 - BRIDGE LAYOUTS		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - FOUNDATION LAYOUTS		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - FOUNDATION DETAILS- 1 TYPE(S)		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - ABUTMENTS - 1 TYPE		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0- INTERIOR BENTS - 1 TYPE		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - CONC SLAB SPAN & DEFLECTION - 1 UNIT		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - CONC TYPICAL SECTIONS AND DEFLECTIONS		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - PRESTR CONC BEAMS - IGNS		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - ARCHITECTURAL TREATMENT		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - DRAIN DETAILS		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - BRIDGE BORING LOGS		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	SUB-TOTAL SHEETS (WEST BOUND MAIN LANE BRIDGE OVER CAGE (US 281) (BY UNINTECH)		$ -	$0.00		$0.00			$0.00
	EAST BOUND MAIN LANE BRIDGE OVER CAGE (US 281) (BY UNINTECH)								
	0 - BRIDGE LAYOUTS		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - FOUNDATION LAYOUTS		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - ABUTMENTS		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0- INTERIOR BENTS		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - CONC SLAB SPAN		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - CONC FRAMING PLAN & BENT REPORT		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - CONC TYPICAL SECTIONS AND DEFLECTIONS		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - PRESTR CONC I-GIRDER DESIGN		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - ARCHITECTURAL TREATMENT		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - DRAIN DETAILS		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - BRIDGE BORING LOGS		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	SUB-TOTAL SHEETS-EAST BOUND MAIN LANE BRIDGE OVER CAGE (US 281) (BY UNINTECH)		$ -	$0.00		$0.00			$0.00
	WEST BOUND MAIN LANE BRIDGE OVER I ROAD (ONLY BR LAYOUT INLUDED FINAL DESIGN WILL BE DONE AS A SEPARATE WA)								
	1 - BRIDGE LAYOUTS	S&BI	$ 8,760.09	$7,008.07	80%	$7,008.07	80%	$1,752.02	$0.00
	0 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - FOUNDATION LAYOUTS		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - FOUNDATION DETAILS- 1 TYPE(S)		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - ABUTMENTS - 1 TYPE		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0- INTERIOR BENTS - 1 TYPE		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - CONC SLAB SPAN & DEFLECTION - 1 UNIT		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00

	0 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - CONC TYPICAL SECTIONS AND DEFLECTIONS		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - PRESTR CONC BEAMS - IGNS		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - STEEL GIRDERS		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - ARCHITECTURAL TREATMENT		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - DRAIN DETAILS		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - BRIDGE BORING LOGS		$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	SUB-TOTAL SHEETS-WEST BOUND LANE BRIDGE OVER I ROAD (ONLY BR LAYOUT INCLUDED: FINAL DESIGN WILL BE DONE AS A SEPARATE WA)		$ 8,760.09	$7,008.07		$7,008.07			$0.00
	EAST BOUND MAIN LANE BRIDGE OVER I ROAD (ONLY BR LAYOUT INCLUDED: FINAL DESIGN WILL BE DONE AS A SEPARATE WA)								
	1 - BRIDGE LAYOUTS	S&BI	$ 8,760.09	$7,008.07	80%	$7,008.07	80%	$1,752.02	$0.00
	0 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - FOUNDATION LAYOUTS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - ABUTMENTS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0- INTERIOR BENTS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - CONC SLAB SPAN	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - CONC FRAMING PLAN & BENT REPORT	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - CONC TYPICAL SECTIONS AND DEFLECTIONS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - PRESTR CONC I-GIRDER DESIGN	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - STEEL GIRDERS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - ARCHITECTURAL TREATMENT	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - DRAIN DETAILS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - BRIDGE BORING LOGS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	SUB-TOTAL SHEETS-EAST BOUND MAIN LANE BRIDGE OVER I ROAD (ONLY BR LAYOUT INCLUDED: FINAL DESIGN WILL BE DONE AS A SEPARATE WA)		$ 8,760.09	$7,008.07		$7,008.07			$0.00
	WEST BOUND MAIN LANE BRIDGE OVER DICKER ROAD (BY UNINTECH)								
	0 - BRIDGE LAYOUTS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - FOUNDATION LAYOUTS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - FOUNDATION DETAILS- 1 TYPE(S)	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - ABUTMENTS - 1 TYPE	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0- INTERIOR BENTS - 1 TYPE	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - CONC SLAB SPAN & DEFLECTION - 1 UNIT	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - CONC TYPICAL SECTIONS AND DEFLECTIONS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - PRESTR CONC BEAMS - IGNS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - ARCHITECTURAL TREATMENT	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - DRAIN DETAILS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - BRIDGE BORING LOGS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	SUB-TOTAL-WEST BOUND MAIN LANE BRIDGE OVER DICKER ROAD (BY UNINTECH)		$ -	$0.00		$0.00			$0.00
	EAST BOUND MAIN LANE BRIDGE OVER DICKER ROAD (BY UNINTECH)								
	0 - BRIDGE LAYOUTS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - FOUNDATION LAYOUTS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - ABUTMENTS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0- INTERIOR BENTS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - CONC SLAB SPAN	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - CONC FRAMING PLAN & BENT REPORT	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - CONC TYPICAL SECTIONS AND DEFLECTIONS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - PRESTR CONC I-GIRDER DESIGN	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - ARCHITECTURAL TREATMENT	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - DRAIN DETAILS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - BRIDGE BORING LOGS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	SUB-TOTAL-EAST BOUND MAIN LANE BRIDGE OVER DICKER ROAD (BY UNINTECH)		$ -	$0.00		$0.00			$0.00
	CANAL BRIDGES (MAINLANES & FRONTAGE RDS)								
	4 - BRIDGE LAYOUTS	S&BI	$ 19,030.68	$15,224.54	80%	$15,224.54	80%	$3,806.14	$0.00
	3 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	S&BI	$ 14,005.85	$0.00	0%	$0.00	0%	$14,005.85	$0.00
	2 - FOUNDATION LAYOUTS	S&BI	$ 14,666.03	$0.00	0%	$0.00	0%	$14,666.03	$0.00
	4 - ABUTMENTS	S&BI	$ 27,050.36	$0.00	0%	$0.00	0%	$27,050.36	$0.00
	8 - INTERIOR BENTS	S&BI	$ 22,021.06	$0.00	0%	$0.00	0%	$22,021.06	$0.00
	2 - CONC SLAB SPAN	S&BI	$ 11,696.78	$0.00	0%	$0.00	0%	$11,696.78	$0.00
	3 - CONC FRAMING PLAN & BENT REPORT	S&BI	$ 13,090.94	$0.00	0%	$0.00	0%	$13,090.94	$0.00
	3 - CONC TYPICAL SECTIONS AND DEFLECTIONS	S&BI	$ 13,304.42	$10,643.54	80%	$10,643.54	80%	$2,660.88	$0.00
	2 - PRESTR CONC I-GIRDER DESIGN	S&BI	$ 9,984.47	$0.00	0%	$0.00	0%	$9,984.47	$0.00
	4 - ARCHITECTURAL TREATMENT	S&BI	$ 17,177.01	$0.00	0%	$0.00	0%	$17,177.01	$0.00
	2 - DRAIN DETAILS	S&BI	$ 9,087.02	$0.00	0%	$0.00	0%	$9,087.02	$0.00
	3 - BRIDGE BORING LOGS	S&BI	$ 3,209.57	$0.00	0%	$0.00	0%	$3,209.57	$0.00
	SUB-TOTAL SHEETS-CANAL BRIDGES (MAINLANES & FRONTAGE RDS)		$ 174,324.19	$25,868.08		$25,868.08			$0.00
	WEST BOUND MAIN LANE BRIDGE OVER ANAYA (BY UNINTECH)								
	0 - BRIDGE LAYOUTS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - FOUNDATION LAYOUTS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - FOUNDATION DETAILS- 1 TYPE(S)	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00

	0 - ABUTMENTS - 1 TYPE	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0- INTERIOR BENTS - 1 TYPE	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - CONC SLAB SPAN & DEFLECTION - 1 UNIT	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - CONC TYPICAL SECTIONS AND DEFLECTIONS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - PRESTR CONC BEAMS - IGNS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - ARCHITECTURAL TREATMENT	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - DRAIN DETAILS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - BRIDGE BORING LOGS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	SUB-TOTAL WEST BOUND MAIN LANE BRIDGE OVER ANAYA (BY UNINTECH)		$ -	$0.00		$0.00			$0.00
	EAST BOUND MAIN LANE BRIDGE OVER ANAYA (BY UNINTECH)								
	0 - BRIDGE LAYOUTS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - FOUNDATION LAYOUTS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - ABUTMENTS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0- INTERIOR BENTS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - CONC SLAB SPAN	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - CONC FRAMING PLAN & BENT REPORT	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - CONC TYPICAL SECTIONS AND DEFLECTIONS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - PRESTR CONC I-GIRDER DESIGN	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - ARCHITECTURAL TREATMENT	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - DRAIN DETAILS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	0 - BRIDGE BORING LOGS	S&BI	$ -	$0.00	0%	$0.00	0%	$0.00	$0.00
	SUB-TOTAL EAST BOUND MAIN LANE BRIDGE OVER ANAYA (BY UNINTECH)		$ -	$0.00		$0.00			$0.00
	WEST BOUND MAIN LANE BRIDGE OVER HIGHLINE								
	1 - BRIDGE LAYOUTS	S&BI	$ 8,760.09	$7,008.07	80%	$7,008.07	80%	$1,752.02	$0.00
	1 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	S&BI	$ 7,885.17	$0.00	0%	$0.00	0%	$7,885.17	$0.00
	1 - FOUNDATION LAYOUTS	S&BI	$ 5,075.75	$0.00	0%	$0.00	0%	$5,075.75	$0.00
	1 - FOUNDATION DETAILS- 1 TYPE(S)	S&BI	$ 6,966.60	$0.00	0%	$0.00	0%	$6,966.60	$0.00
	4 - ABUTMENTS - 1 TYPE	S&BI	$ 13,719.72	$0.00	0%	$0.00	0%	$13,719.72	$0.00
	4- INTERIOR BENTS - 1 TYPE	S&BI	$ 13,719.72	$0.00	0%	$0.00	0%	$13,719.72	$0.00
	1 - CONC SLAB SPAN & DEFLECTION - 1 UNIT	S&BI	$ 5,712.56	$0.00	0%	$0.00	0%	$5,712.56	$0.00
	1 - CONC FRAMING PLAN & BENT REPORT - 1 UNIT	S&BI	$ 5,758.31	$0.00	0%	$0.00	0%	$5,758.31	$0.00
	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	S&BI	$ 6,056.00	$4,844.80	80%	$4,844.80	80%	$1,211.20	$0.00
	1 - PRESTR CONC BEAMS - IGNS	S&BI	$ 7,271.61	$0.00	0%	$0.00	0%	$7,271.61	$0.00
	2 - ARCHITECTURAL TREATMENT	S&BI	$ 11,836.10	$0.00	0%	$0.00	0%	$11,836.10	$0.00
	2 - DRAIN DETAILS	S&BI	$ 10,189.24	$0.00	0%	$0.00	0%	$10,189.24	$0.00
	1 - BRIDGE BORING LOGS	S&BI	$ 2,303.36	$0.00	0%	$0.00	0%	$2,303.36	$0.00
	SUB-TOTAL SHEETS-WEST BOUND MAIN LANE BRIDGE OVER HIGHLINE		$ 105,254.23	$11,852.87		$11,852.87			$0.00
	EAST BOUND MAIN LANE BRIDGE OVER HIGHLINE								
	1 - BRIDGE LAYOUTS	S&BI	$ 8,760.09	$7,008.07	80%	$7,008.07	80%	$1,752.02	$0.00
	1 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	S&BI	$ 7,885.17	$0.00	0%	$0.00	0%	$7,885.17	$0.00
	2 - FOUNDATION LAYOUTS	S&BI	$ 8,559.05	$0.00	0%	$0.00	0%	$8,559.05	$0.00
	3 - ABUTMENTS	S&BI	$ 6,859.86	$0.00	0%	$0.00	0%	$6,859.86	$0.00
	2- INTERIOR BENTS	S&BI	$ 6,859.86	$0.00	0%	$0.00	0%	$6,859.86	$0.00
	2 - CONC SLAB SPAN	S&BI	$ 2,960.48	$0.00	0%	$0.00	0%	$2,960.48	$0.00
	1 - CONC FRAMING PLAN & BENT REPORT	S&BI	$ 5,758.31	$0.00	0%	$0.00	0%	$5,758.31	$0.00
	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	S&BI	$ 3,035.26	$2,428.21	80%	$2,428.21	80%	$607.05	$0.00
	1 - PRESTR CONC I-GIRDER DESIGN	S&BI	$ 7,271.61	$0.00	0%	$0.00	0%	$7,271.61	$0.00
	2 - ARCHITECTURAL TREATMENT	S&BI	$ 5,918.05	$0.00	0%	$0.00	0%	$5,918.05	$0.00
	1 - DRAIN DETAILS	S&BI	$ 5,094.62	$0.00	0%	$0.00	0%	$5,094.62	$0.00
	1 - BRIDGE BORING LOGS	S&BI	$ 2,303.36	$0.00	0%	$0.00	0%	$2,303.36	$0.00
	SUB-TOTAL SHEETS-EAST BOUND MAIN LANE BRIDGE OVER HIGHLINE		$ 71,265.72	$9,436.28		$9,436.28			$0.00
	BRIDGE STANDARDS (FOR BOTH S&B AND UNINTECH)								
	1 - BAS-C BRIDGE APPROACH SLAB	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	FD FOUNDATION DETAILS (1 OF 2)	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	FD FOUNDATION DETAILS (2 OF 2)	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	MEBRS MINIMUM ERECTION	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	ODSR OPTIONAL DRILLED SHAFT REINFORCING	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	PCP PRESTRESSED CONCRETE PANELS (1 OF 4)	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	PCP PRESTRESSED CONCRETE PANELS (2 OF 4)	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	PCP PRESTRESSED CONCRETE PANELS (3 OF 4)	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	PCP PRESTRESSED CONCRETE PANELS (4 OF 4)	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	PMDF PERMANENT METAL DECK FORMS (1 OF 2)	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	PMDF PERMANENT METAL DECK FORMS (2 OF 2)	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	SBTS THICKENED SLAB STEEL GIRDERS	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	SBMS MISCELLANEOUS SLAB DETAIL STEEL GIRDERS	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	SEJ-A SEALED EXPANSION JOINT	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	SGEB ELASTOMERIC BEARING STEEL GIRDERS (1 OF 3)	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00

	SGEB ELASTOMERIC BEARING STEEL GIRDERS (2 OF 3)	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	SGEB ELASTOMERIC BEARING STEEL GIRDERS (3 OF 3)	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	SGMD MISCELLANEOUS DETAILS STEEL GIRDERS (1 OF 3)	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	SGMD MISCELLANEOUS DETAILS STEEL GIRDERS (2 OF 3)	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	SGMD MISCELLANEOUS DETAILS STEEL GIRDERS (3 OF 3)	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	T551 CONCRETE SAFTEY F-SHAPE RAIL (1 OF 2)	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	T551 CONCRETE SAFTEY F-SHAPE RAIL (2 OF 2)	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	BD-1 BRIDGE DRAIN	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	IGCS CONTINUOUS SLAB DETAILS	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	IGD PRESTRESSED CONCRETE I-GIRDER DETAILS (1 OF 2)	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	IGD PRESTRESSED CONCRETE I-GIRDER DETAILS (2 OF 2)	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	IGEB ELASTOMERIC BEARING AND GRDER END (1 OF 2)	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	IGEB ELASTOMERIC BEARING AND GRDER END (2 OF 2)	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	IGMS MISCELLANEOUS SLAB DETAIL	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	IGTS THICKEND SLAB END DETAILS	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	MEBRC MINIMUM ERECTION	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	BL BRIDGE LIGHTING DETAILS	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	CSAB CEMENT STABILIZED ABUTMENT BACKFILL	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	CRR CONCRETE RIP RAP (TYPE RR 8 AND RR9)	S&BI	$ 224.38	$0.00	0%	$0.00	0%	$224.38	$0.00
	SUB-TOTAL SHEETS BRIDGE STANDARDS (FOR BOTH S&B AND UNINTECH)		$ 7,628.92	$0.00		$0.00			$0.00
	SUB-TOTAL BRIDGE SHEETS		$ 552,513.19	$82,462.55		$82,462.55			$0.00
	BASIC SERVICES-BRIDGE AND RETAINING WALL DESIGN-UNINTECH	UDE	$ 652,595.00	$173,514.50	27%	$265,727.00	41%	$386,868.00	$92,212.50
	BASIC SERVICES SWSP AND IRRIGATION-DOS LOGISTICS	DOS	$ 69,170.30	$0.00	0%	$0.00	0%	$69,170.30	$0.00
	SPECIAL SERVICES-TERRACON	TERR	$ 440,142.79	$179,947.22	41%	$184,698.44	42%	$255,444.35	$4,751.22
		DOS	$ 49,726.44	$0.00	0%	$0.00	0%	$49,726.44	$0.00
	TOTAL SUBS (UNINTECH, TERRACON AND DOS LOGISTICS)		$ 1,211,634.53	$353,461.72		$450,425.44			$96,963.72
	VIII. TRAFFIC ITEMS								
162	0 - FC 162 - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION								
	0 - SIGNALIZATION (5 INTERSECTIONS)								
	6 - TRAFFIC SIGNAL EXISTING CONDITIONS LAYOUT	S&BI	$ 7,685.64	$3,842.82	50%	$4,457.67	58%	$3,227.97	$614.85
	6 - TRAFFIC SIGNAL PROPOSED LAYOUT	S&BI	$ 16,698.68	$0.00	0%	$8,349.34	50%	$8,349.34	$8,349.34
	8 - TRAFFIC SIGNAL ELETRICAL DETAILS	S&BI	$ 15,769.24	$0.00	0%	$7,884.62	50%	$7,884.62	$7,884.62
	8 - TRAFFIC SIGNAL WIRING DIAGRAM	S&BI	$ 15,769.24	$0.00	0%	$7,884.62	50%	$7,884.62	$7,884.62
	8 - PROPOSED LEDs	S&BI	$ 15,769.24	$0.00	0%	$7,884.62	50%	$7,884.62	$7,884.62
	2 - TRAFFIC SIGNAL NOTES & DETAILS	S&BI	$ 2,739.08	$0.00	0%	$1,369.54	50%	$1,369.54	$1,369.54
	2 - TRAFFIC SIGNAL ESTIMATED QUANTITIES	S&BI	$ 1,661.44	$0.00	0%	$830.72	50%	$830.72	$830.72
	17 - TRAFFIC SIGNAL STANDARDS	S&BI	$ 3,209.60	$0.00	0%	$1,604.80	50%	$1,604.80	$1,604.80
	0 - FC 162-PREPARE SIGNING & PAVEMENT MARKING DESIGN	S&BI							
	30- SIGNING LAYOUT (1:100) (MAINLANES & FRTG RDS)	S&BI	$ 31,036.00	$15,518.00	50%	$18,000.88	58%	$13,035.12	$2,482.88
	30- PAVEMENT MARKING LAYOUT (1:100) (MAINLANES & FRTG RDS)	S&BI	$ 31,399.28	$15,699.64	50%	$18,211.58	58%	$13,187.70	$2,511.94
	6- SIGNING LAYOUT (1:100) (INTERSECTING ROADS)	S&BI	$ 7,576.74	$3,788.37	50%	$4,394.51	58%	$3,182.23	$606.14
	6- PAVEMENT MARKING LAYOUT (1:100) (INTERSECTING ROADS)	S&BI	$ 7,576.74	$3,788.37	50%	$4,394.51	58%	$3,182.23	$606.14
	4 - SMALL SIGN SUMMARY	S&BI	$ 7,398.06	$3,699.03	50%	$4,290.87	58%	$3,107.19	$591.84
	2 - LARGE SIGN SUMMARY	S&BI	$ 4,205.89	$2,102.95	50%	$2,439.42	58%	$1,766.47	$336.47
	8 - LARGE SIGN DETAILS	S&BI	$ 12,193.64	$6,096.82	50%	$7,072.31	58%	$5,121.33	$975.49
	0 -SIGNING AND PAVEMENT MARKING STANDARDS:	S&BI							
	5 - TSR(1)-08 THRU TSR(5)-08	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	SMD(GEN)-08	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	3 - SMD(SLIP-1)-08 THRU (SLIP-3)-08	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	4 - SMD(2-1) THRU (2-4)-08	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	SMD (TY G)-08	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	SMD (8W1)-08	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	SMD (8W2)-08	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	BMCS	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	SPECIAL SIGN MOUNT DETAILS	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	5 - D&OM(1) THRU (5)-04	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	D&OM(VIA)-04	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	PM(1)-03	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	PM(2)-08	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	PM(4)-03	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	2 - PM(5) THRU (6)-01	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	FPM(1)-08	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	SIGN MNT DET,- LARGE RDSD. SIGNS: SMD(2-6)-08	S&BI	$ 2,114.56	$0.00	0%	$2,114.56	100%	$0.00	$2,114.56
	2 -OVERHEAD SIGN BRIDGE DETAILS: OSB-Z1	S&BI	$ 2,114.56	$0.00	0%	$0.00	0%	$2,114.56	$0.00
	2 - HIGH LEVEL OVERHEAD SIGN BRIDGE DETAILS: HOSB-Z1	S&BI	$ 2,114.56	$0.00	0%	$0.00	0%	$2,114.56	$0.00
	2 - OVERHEAD SIGN BRIDGE TOWER DETAILS: OSBT	S&BI	$ 2,114.56	$0.00	0%	$0.00	0%	$2,114.56	$0.00
	OVERHEAD SIGN BRIDGE TRUSS DETAILS: OSBC	S&BI	$ 2,114.56	$0.00	0%	$0.00	0%	$2,114.56	$0.00
	FOUNDATION EMBEDMENT SELECTION CHARTS:OSB-FD	S&BI	$ 2,114.56	$0.00	0%	$0.00	0%	$2,114.56	$0.00
	OVERHEAD SIGN BRIDGE DETAILS: COSS & OSB-SZ	S&BI	$ 2,114.56	$0.00	0%	$0.00	0%	$2,114.56	$0.00
	CANTILEVER OVERHEAD SIGN SUPPORTS: COSS-Z1-10	S&BI	$ 2,114.56	$0.00	0%	$0.00	0%	$2,114.56	$0.00
	HIGH LEVEL CANTILEVER OVERHEAD SIGN SUPPORTS: HCOSS-Z1-10	S&BI	$ 2,114.56	$0.00	0%	$0.00	0%	$2,114.56	$0.00
	2 - CANTILEVER OVERHEAD SIGN SUPPORT DETAILS: COSSD	S&BI	$ 2,114.56	$0.00	0%	$0.00	0%	$2,114.56	$0.00
	CANTILEVER OVERHEAD SIGN SUPPORT FOUNDATION: COSSF	S&BI	$ 2,114.56	$0.00	0%	$0.00	0%	$2,114.56	$0.00
	FOUNDATION EMBEDMENT SELECTION CHARTS: COSS-FD	S&BI	$ 2,114.56	$0.00	0%	$0.00	0%	$2,114.56	$0.00

	3 - FPM(2) THRU (4)-00A	S&BI	$ 188.80	$0.00	0%	$0.00	0%	$188.80	$0.00
	SUB-TOTAL (F.C. 162-SIGNING, PAVEMENT, MARKINGS AND SIGNALIZATION)		$ 209,272.63	$54,536.99		$104,205.36			$49,669.38
163	FC 163 - MISCELLANEOUS - HIGH MAST ILLUMINATION								
	0-PREPARE ILLUMINATION DESIGN:	S&BI							
	SUMMARY OF QUANTITIES	S&BI	$ 2,368.70	$947.48	40%	$947.48	40%	$1,421.22	$0.00
	10 - ILLUMINATION LAYOUT	S&BI	$ 19,805.06	$9,902.53	40%	$9,902.53	50%	$9,902.53	$0.00
	10 - ILLUMINATION CIRCUIT DIAGRAM	S&BI	$ 19,572.70	$0.00	0%	$0.00	0%	$19,572.70	$0.00
	7 - UNDERPASS LIGHTING	S&BI	$ 9,701.36	$0.00	0%	$3,880.54	40%	$5,820.82	$3,880.54
	10 - LIGHTING CONTOUR	S&BI	$ 9,558.96	$4,779.48	40%	$5,544.20	58%	$4,014.76	$764.72
	6 - MISCELLANEOUS ILLUMINATION DETAILS	S&BI	$ 997.74	$0.00	0%	$0.00	0%	$997.74	$0.00
	0-ILLUMINATION STANDARDS	S&BI							
	7 - ED(1) THRU ED(7)-03	S&BI	$ 377.60	$0.00	0%	$377.60	100%	$0.00	$377.60
	2 - RID(LUM 1) THRU (LUM2)-07	S&BI	$ 377.60	$0.00	0%	$377.60	100%	$0.00	$377.60
	2 - SP-80 (1) THRU (2)	S&BI	$ 377.60	$0.00	0%	$377.60	100%	$0.00	$377.60
	TS-FD-99	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	LUM-A-99	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	RID (UP)-07	S&BI	$ 188.80	$0.00	0%	$188.80	100%	$0.00	$188.80
	SUB TOTAL (F.C. 163-MISCELLANEOUS-HIGH MAST ILLUMINATION		$ 63,703.72	$15,629.49		$21,973.95			$6,384.46
	IX. ENVIRONMENTAL								
163	FC 163 - Misc.								
	0 - PREPARE SW3P :	S&BI							
	0 - 'SW3P NARRATIVE (BY DOS)	S&BI							
	0 - SW3P LAYOUTS (BY DOS)	S&BI							
	0 - MISCELLANEOUS SW3P DETAILS (BY DOS)	S&BI							
	0 - SW3P STANDARDS:	S&BI							
	0 - EC-(1)THRU (3)-93 (BY DOS)	S&BI							
	0 - CONDUCT SENSITIVE AREAS INVESTIGATION	S&BI							
	2 -EPIC SHEETS	S&BI	$ 7,447.36	$0.00	0%	$0.00	0%	$7,447.36	$0.00
	0 - PREPARE WETLAND MITIGATION PLAN (BY DOS)	S&BI							
	0 - PREPARE MISCELLANEOUS DETAILS (BY DOS)	S&BI							
	SUB-TOTAL FC 163-MISC		$ 7,447.36	$0.00		$0.00			$0.00
	X. MISCELLANEOUS								
163	FC 163 - MISCELLANEOUS - LANDSCAPING/AESTHETICS								
	0 - LANDSCAPING/IRRIGATION (To Be Provided by HCRMA)	S&BI	$ 258.52	$0.00	0%	$0.00	0%	$258.52	$0.00
	0 - AESTHETIC PLAN (To Be Provided by HCRMA)	S&BI	$ 258.52	$0.00	0%	$0.00	0%	$258.52	$0.00
	0 - AESTHETIC DETAILS (To Be Provided by HCRMA)	S&BI	$ 258.52	$0.00	0%	$0.00	0%	$258.52	$0.00
	SUB-TOTAL FC 163-MISCELLANEOUS-LANDSCAPING/AESTHETICS		$ 775.56	$0.00		$0.00			$0.00
	XI. CROSS SECTIONS								
163	FC 163 - MISCELLANEOUS - CROSS SECTIONS								
	150 - CROSS SECTIONS (RDWY & DETENTION) (11x17 SHEETS) Includes Earthwork Calculations	S&BI	$ 53,619.20	$0.00	0%	$0.00	0%	$53,619.20	$0.00
	SUB-TOTAL FC 163-MISCELLANEOUS CROSS SECTIONS		$ 53,619.20	$0.00		$0.00			$0.00
	GRAND TOTAL		$ 2,945,906.73	$884,897.59		$843,035.08			$255,161.21
	NON LABOR								
164	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)	S&BI	$6,484.50						
	PLOTS (B/W ON BOND) $1.00/SF (30 FT/PLOT x 20 PLOTS x 3Ft Wide = 1800 SF)	S&BI	$1,800.00						
	PLOTS (COLOR ON BOND) $3.00/SF (30 FT/PLOT x 20 PLOTS x 3Ft Wide = 1800 SF)	S&BI	$5,400.00						
	COLOR GRAPHICS ON FOAM BOARD ($5.00/SF) (3'x6'x 10 Ea)	S&BI	$900.00						
	COURIER SERVICES - $20 / PACKAGE X 10 PACKAGES	S&BI	$200.00						
	MILEAGE 24 TRIP x 30 MI / TRIP @ $0.565/mile	S&BI	$406.80						
	Sub Total (F.C. 164) Non-Labor		$ 15,191.30	$0.00		$0.00			$0.00
	Special Services (Addt Submittals to BWC for Floodway Impacts)		$ 38,717.60	$0.00		$0.00			$0.00
	PROJECT TOTAL		$ 3,611,450.16	$1,038,299.31		$1,293,460.52			$255,161.21

P.T.P. 7/11/2014

Pay Only

Terracon

INVOICE PERIOD: *05/11/14 through 6/07/14* **INVOICE AMOUNT:** *$4,751.22*

June 24, 2014

Mr. Pilar Rodriguez, P.E. – Executive Director HCRMA
ATTN: Mr. Louis H. Jones, P.E. – Program Manager HCRMA
Hidalgo County Regional Mobility Authority
118 S. Cage Blvd., 4th Floor
Pharr, Texas 78577

RE: Work Authorization #1 on SH 365 Segment 1
Invoice No. T531771

Dear Mr. Jones:

Attached for your review approval is our invoice for services rendered during the months of April and May 2014 on the subject referenced project. The below referenced work product deliverables have been uploaded via GroupWise to the following directory:
2014-07-04 June INV backup

The following is attached:

- Invoice No. T531771
- Borings Logs (performed to date)
- Lab Test Results (performed to date)

The following is a narrative of the progress for this period.

TASK
UPDATED BORING AND CPT LOGS - LEVEES
Boring and CPT logs along with field and laboratory geotechnical engineering test results performed to date are attached to this report.
UPDATED BORING AND CPT LOGS – RETAINING WALL AND SIGNS
Boring and CPT logs along with field and laboratory geotechnical engineering test results performed to date are attached to this report.
UPDATED BORING AND CPT LOGS - BRIDGES
Boring and CPT logs along with field and laboratory geotechnical engineering test results performed to date are attached to this report.

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 588-2480.

Sincerely,

Alfonso A. Soto, P.E.
Project Manager – Terracon Consultants, Inc.

cc: Gustavo Lopez, P.E.

Hyperlinks: 2014-07-04 June INV backup

Contract No.
0032

SH 365 PROJECT (CSJ: 3627-01-001)
Develop PS&E for Proposed SH 365 Project
From McColl Rd to GSA Connector
TERRACON CONSULTANTS, INC.

SPECIAL SERVICES - GEOTECHNICAL DESCRIPTION	Contract Amount	% Complete	Invoice Amount
FC 110 - ROUTE & DESIGN STUDIES			
BRIDGES			
BRIDGE TASKS: 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 DOWNDRAG ON FOUNDATIONS; DEVELOP DESIGN OPTIONS; REVIEW DESIGN WIH ENGINEER; PREPARE DRAFT DESIGN RECOMMENDATIONS AND TABLES; INTERIM DESIGN REVIEW (INTERNAL); INTERIM DESIGN REVIEW (ENGINEER)			
BRIDGES			
JACKSON RD OVERPASS	$7,495.14	0.0%	
US 281 OVERPASS	$7,495.14	0.0%	
"I" ROAD OVERPASS	$7,495.14	0.0%	
DICKER RD OVERPASS	$7,495.14	0.0%	
LAS MILPAS RD UNDERPASS	$7,495.14	0.0%	
DRAINAGE DITCH BRIDGES	$7,495.14	0.0%	
ANAYA ROAD OVERPASS	$7,495.14	0.0%	
HIGHLINE ROAD OVERPASS	$7,495.14	0.0%	
SUB-TOTAL - BRIDGES	$59,961.12	0.0%	$0.00
RETAINING WALLS			
RW TASKS: 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 WIH ENGINEER; PREPARE DRAFT DESIGN RECOMMENDATIONS; INTERIM DESIGN REVIEW (INTERNAL); INTERIM DESIGN REVIEW (ENGINEER)			
RETAINING WALLS (5 DESIGNS)	$42,270.60	0.3%	$137.62
SUB-TOTAL - RETAINING WALLS	$42,270.60	0.3%	$137.62
LEVEES			
LEVEE TASKS: 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	$29,132.40	7.3%	$2,127.37
SUB-TOTAL - LEVEES	$29,132.40	7.3%	$2,127.37
FINAL REPORT			
GEOTECHNICAL DESIGN REPORT	$21,034.90	0.0%	$0.00
SUB-TOTAL - FINAL REPORT	$21,034.90	0.0%	$0.00
FIELD EXPLORATION			
BOREHOLE LOGGING FIELD (81 BORINGS),			
LOGS (3980 FT OF BORINGS) IN GINT			
BORING QC IN LAB (81 BORINGS), ASSIGN LAB, QC LOGS			
CPTS (REVIEW FIELD DATA, PREPARE PLOTS QC RESULTS)	$52,712.77	0.2%	$80.26
SUB-TOTAL - FIELD EXPLORATION	$52,712.77	0.2%	$80.26
FIELD MANAGEMENT			
SURVEY COORD, UTILITY COOORD, SCHEDULE, ARRANGE TRAFFIC CONTROL, MANAGE FIELD CREWS & DRILLING/CPT SUBS)	$12,521.00	1.0%	$130.77
SUB-TOTAL - FIELD MANAGEMENT	$12,521.00	1.0%	$130.77
DIRECT EXPENSES	$222,618.00	1.0%	$2,276.00
GRAND TOTAL	$440,142.79	1%	$4,751.22

UNINTECH CONSULTING ENGINEERS, INC.
STRUCTURAL CIVIL SURVEYING

Invoice Period: June 1st, 2014 to June 30th, 2014 **Invoice Amount:** $92,212.50

June 30, 2014

Mr. Pilar Rodriguez, PE – Executive Director HCRMA
ATTN: Mr. Louis H. Jones, P.E. – Program Manager HCRMA
Hidalgo County Regional Mobility Authority
118 S. Cage Blvd., 4th Floor
Pharr, Texas 78577

RE: Work Authorization #2 on SH 365 Segment 1
Invoice No. 3

Dear Mr. Jones:

Attached for your review and approval is our invoice for services rendered from June 1st, 2014 to the end of June, 2014 for the above referenced project. The below referenced work product deliverables have been uploaded via ProjectWise to the following directory: 2014-06-05 June INV backup

Attached is following item:

- Invoice No. 3

The following is a narrative of the progress of overpass bridges at Cage Blvd., Dicker Drive and Anaya Road for this period.

FC 170 (Task #1) – Bridge Layouts
1. 30% Submittal

FC 170 (Task #2) – Summary of Quantities (Bridge) & Bearing Seat Elevation
2. Updated Bridge Items, Quantities and Estimate

FC 170 (Task #3) – Foundation Layouts
3. Updated Foundation Type and Spacing

FC 170 (Task #5) – Abutments – 1 type
1. Updated Abutment Configuration

FC 170 (Task #7) – Conc Slab Span & Deflection – 1 unit
1. Updated Span, Camber and Deflection Diagram

2431 East Evans Road, San Antonio, TX 78249
p: 210.641.6003 f:210.641.8279 www.unintech.com

FC 170 (Task 8) –Conc. Framing Plan & Bent Report – 1 unit
1. Updated Framing and Girder Spacing

FC 170 (Task #9) –Conc Typical Sections and Deflections
1. Updated Bridge Typical Sections

FC 170 (Task #10) – Prestr Conc Beams - IGNS
1. Updated Girder Designs

FC 170 (Task #11) – Architectural Treatment
1. Preliminary Column Aesthetic Treatment

FC 163 (Task #1) – Miscellaneous Design (Retaining Walls)
1. Preliminary Retaining Walls Horizontal & Vertical Alignments

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Jerome A. Quintero, P.E.
Senior Project Manager – Unintech Consulting Engineers, Inc.

Cc: Gustavo Lopez, P.E.
Hiperlinks: 2014-06-05 June INV backup

2431 East Evans Road, San Antonio, TX 78249
p: 210.641.6003 f:210.641.8279 www.unintech.com

UNINTECH CONSULTING ENGINEERS, INC.

2431 EAST EVANS ROAD
SAN ANTONIO, TEXAS 78259
(210) 641-6003 FAX: (210) 641-8279

INVOICE

To: **S & B Infrastructure, LTD**
5408 North 10th Street
McAllen, Texas 78504

Invoice Number: 3
INV-14-004C
Invoice Date: 6/30/14

DESCRIPTION

Project: SH 365 Segment 1
Work Authorization No.: 2
Contract Amount: $652,595.00
Billing Period: June 1st to June 30th, 2014

Task No.	SPECIAL SERVICES DESCRIPTION	Contract Amount	Percentage Finished	Earned Amount Invoice
	FC 170 BRIDGE DESIGN			
	VII. BRIDGES			
	Cage Blvd (US 281) Overpass (Northbound and Southbound)			
1	BRIDGE LAYOUTS	$ 17,200.00	90%	$ 15,480.00
2	SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	$ 15,750.00	20%	$ 3,150.00
3	FOUNDATION LAYOUTS	$ 13,595.00	20%	$ 2,719.00
4	FOUNDATION DETAILS- 1 TYPE(S)	$ 6,990.00	30%	$ 2,097.00
5	ABUTMENTS - 1 TYPE	$ 20,655.00	50%	$ 10,327.50
6	INTERIOR BENTS - 1 TYPE	$ 20,655.00	50%	$ 10,327.50
7	CONC SLAB SPAN & DEFLECTION - 1 UNIT	$ 8,565.00	60%	$ 5,139.00
8	CONC FRAMING PLAN & BENT REPORT - 1 UNIT	$ 11,730.00	80%	$ 9,384.00
9	CONC TYPICAL SECTIONS AND DEFLECTIONS	$ 9,075.00	70%	$ 6,352.50
10	PRESTR CONC BEAMS -IGNS	$ 14,650.00	80%	$ 11,720.00
11	ARCHITECTURAL TREATMENT	$ 17,725.00	10%	$ 1,772.50
12	DRAIN DETAILS	$ 15,395.00	0%	$ -
13	BRIDGE BORING LOGS	$ 4,660.00	0%	$ -
	SUBTOTAL=	$ 176,645.00	44.4%	$ 78,469.00
	Dicker Drive Overpass (Northbound and Southbound)			
1	BRIDGE LAYOUTS	$ 17,200.00	90%	$ 15,480.00
2	SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	$ 15,750.00	20%	$ 3,150.00
3	FOUNDATION LAYOUTS	$ 13,595.00	20%	$ 2,719.00
4	FOUNDATION DETAILS- 1 TYPE(S)	$ 6,990.00	30%	$ 2,097.00
5	ABUTMENTS - 1 TYPE	$ 20,655.00	50%	$ 10,327.50
6	INTERIOR BENTS - 1 TYPE	$ 20,655.00	50%	$ 10,327.50
7	CONC SLAB SPAN & DEFLECTION - 1 UNIT	$ 8,565.00	60%	$ 5,139.00
8	CONC FRAMING PLAN & BENT REPORT - 1 UNIT	$ 11,730.00	80%	$ 9,384.00
9	CONC TYPICAL SECTIONS AND DEFLECTIONS	$ 9,075.00	70%	$ 6,352.50
10	PRESTR CONC BEAMS -IGNS	$ 14,650.00	80%	$ 11,720.00
11	ARCHITECTURAL TREATMENT	$ 17,725.00	10%	$ 1,772.50
12	DRAIN DETAILS	$ 15,395.00	0%	$ -
13	BRIDGE BORING LOGS	$ 4,660.00	0%	$ -
	SUBTOTAL=	$ 176,645.00	44.4%	$ 78,469.00

	Anaya Road Overpass (Northbound and Southbound)			
1	BRIDGE LAYOUTS	$ 17,200.00	90%	$ 15,480.00
2	SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	$ 15,750.00	20%	$ 3,150.00
3	FOUNDATION LAYOUTS	$ 13,595.00	20%	$ 2,719.00
4	FOUNDATION DETAILS- 1 TYPE(S)	$ 6,990.00	30%	$ 2,097.00
5	ABUTMENTS - 1 TYPE	$ 20,655.00	50%	$ 10,327.50
6	INTERIOR BENTS - 1 TYPE	$ 20,655.00	50%	$ 10,327.50
7	CONC SLAB SPAN & DEFLECTION - 1 UNIT	$ 8,565.00	60%	$ 5,139.00
8	CONC FRAMING PLAN & BENT REPORT - 1 UNIT	$ 11,730.00	80%	$ 9,384.00
9	CONC TYPICAL SECTIONS AND DEFLECTIONS	$ 9,075.00	70%	$ 6,352.50
10	PRESTR CONC BEAMS -IGNS	$ 14,650.00	80%	$ 11,720.00
11	ARCHITECTURAL TREATMENT	$ 17,725.00	10%	$ 1,772.50
12	DRAIN DETAILS	$ 15,395.00	0%	$ -
13	BRIDGE BORING LOGS	$ 4,550.00	0%	$ -
	SUBTOTAL=	$ 176,845.00	44.4%	$ 78,469.00
	FC 163 MISCELLANEOUS DESIGN			
	VII. Retaining Walls			
1	PREPARE RETAINING WALL PLAN AND PROFILE SHEETS	$ 121,280.00	25%	$ 30,320.00
2	BORING DATA	$ 1,380.00	0%	$ -
	SUBTOTAL=	$ 122,660.00	24.7%	$ 30,320.00

Less Previous Billing:	$ 173,514.50
Total Earned todate:	$ 265,727.00
Total Invoice Amount =	$ 92,212.50

Unintech Consulting Engineers, Inc.

Jerome A. Quintero

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

		Invoice Date											WA	WA
	Approved WA Amount	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	Total Billed	Balance
WA#1	$142,735.06	$28,547.01	$28,547.01	$14,273.51	$14,273.51	$21,516.26	$14,273.50	$14,167.51	$3,621.37		$3,515.38		$142,735.06	$0.00
WA#2	$746,739.14									$25,928.27		$100,378.38	$126,306.65	$620,432.49
	$889,474.20												$269,041.71	$620,432.49

		Invoice Date											WA	WA
	Approved WA Amount	7/16/2013	8/22/2013	9/30/2013	10/23/2013	11/20/2013	12/9/2013	1/31/204	2/27/2014	3/18/2014	4/29/2014	5/9/2014	Total Billed	Balance
WA#1	$142,735.06												$142,735.06	$0.00
WA#2	$746,739.14	$49,490.95	$82,874.44	$110,509.41	$64,971.42	$64,283.98	$51,700.10	$53,496.05					$603,633.00	$143,106.14
WA#3	$45,225.96								$13,757.26			$31,468.70	$45,225.96	$0.00
S#1 to WA#3	$65,100.00											$60,100.00	$60,100.00	$5,000.00
WA#4	$1,132,626.71								$8,000.00	$67,471.25	$143,512.05		$218,983.30	$913,643.41
	$2,132,426.87	$49,490.95	$82,874.44	$110,509.41	$64,971.42	$64,283.98	$51,700.10	$53,496.05	$21,757.26	$67,471.25	$143,512.05	$91,568.70	$1,070,677.32	$1,061,749.55

WA#2 approved April 17, 2013 to provide schematics for US 281/Military Highway Overpass in the amount of $746,739.14
WA#3 approved November 20, 2013 to provide a ROW Stip Map for US 281/Military Highway Overpass in the amount of $45,225.96
WA#4 approved December 18, 2013 to provide final PS&E for US 281/Military Highway Overpass in the amount of $1,132,626.71
Supplemental Number 1 to WA#3 approved April 23, 2014 to prepare a right of way strip map for 13 additional parcels for US 281/Military Highway Overpass in the amount of $65,100.00.

Approved for Payment

7/11/2014
Date

VRF 2013 Bond Construction Account

Prepared by:
P. Rodriguez, PE
Tx PE #85,567
7/11/2014

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PAYMENT SUMMARY

		Invoice Date		WA	WA
	Approved WA Amount	5/13/2014	6/17/2014	Total Billed	Balance
WA#1	$142,735.06			$142,735.06	$0.00
WA#2	$746,739.14			$603,633.00	$143,106.14
WA#3	$45,225.96			$45,225.96	$0.00
S#1 to WA#3	$65,100.00			$60,100.00	$5,000.00
WA#4	$1,132,626.71	$117,741.46	$168,362.38	$505,087.14	$627,539.57
	$2,132,426.87	$117,741.46	**$168,362.38**	$1,356,781.16	$775,645.71
			Amount Approved for Payment		

Prepared by:
P. Rodriguez, PE
Tx PE #85,567
7/11/2014

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	5/1/2014-5/31/2014	
Contractor	Tedsi	
Project/WA	SH365/Seg3/WA4	
Invoice #	201411942	Date: 6/17/2014
Amount	$ 168,362.38	
Date Sent	6/23/2014	

Date Received	
Received by	

Recommendation: X Approval _____Disapproval
Comments: OK to pay 6/25

Louis Jones, HCRMA Program Manager — Date 7/8/14

Recommendation: P.R. Approval _____Disapproval
Comments:

Pilar Rodriguez, Executive Director — Date 7/11/2014

Please return this form via email to fkoll@hcrma.net

TEDSI

INVOICE PERIOD: *5/1/2014 through 5/31/14* **INVOICE AMOUNT:** *$ 168,362.38*

June 17, 2014

Mr. Pilar Rodriguez, P.E. – Executive Director HCRMA
ATTN: Mr. Louis H. Jones, P.E. – Program Manager HCRMA
Hidalgo County Regional Mobility Authority
118 S. Cage Blvd., 4th Floor
Pharr, Texas 78577

RE: Work Authorization #4 on SH 365 Segment 3
Invoice No. 201411942

Dear Mr. Jones:

Attached for your review approval is our invoice for services rendered during the month of May 2014 on the subject referenced project. The below referenced work product deliverables have not been uploaded. The below referenced work product deliverables have been uploaded via Projectwise, see hyperlink below.

The following is attached:

- Invoice No. 2014XXXX

The following is a narrative of the progress for this period.

TASK
FC145 Project Management
UPDATED: *Management of subconsultant's, attendance to various meetings and contract accounting and management to 45% submittal*
FC110 Pavement Design
UPDATED: *Not work completed this period… ……*
FC160 Roadway Design
UPDATED: Continued work on plans. Incorporating 30% comments and working to development of 60% submittal. Plans at 45% in Projectwise and work being completed actively in Projectwise.
FC161 Drainage
UPDATED: Continued work on plans. Incorporating 30% comments and working to development of 60% submittal. Plans at 45% in Projectwise and work being completed actively in Projectwise

FC162 Traffic
UPDATED: Continued work on plans. Incorporating 30% comments and working to development of 60% submittal. Plans at 45% in Projectwise and work being completed actively in Projectwise
FC163 Miscellaneous Roadway
UPDATED Continued work on plans. Incorporating 30% comments and working to development of 60% submittal. Plans at 45% in Projectwise and work being completed actively in Projectwise
FC170 Bridge Design
UPDATED: This month we worked on all the plan sheets for the 60% submittal. We modified the bridge layout and foundation layout. For the interior bents, we designed the substructure as regular rectangular bent cap supported by the multiple circular columns. We run the beam design and developed framing plan and I-Girder design sheet. We also design the slab unit plan and details sheets. We prepared the bearing seat elevations sheet and estimated quantities sheet as well.

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 424-7898.

Sincerely,

Craig F. Stong, P.E.
Project Manager – TEDSI Infrastructure Group, Inc.

Hyperlinks: WA4 Invoice Backup

TEDSI

May 2014 INVOICE

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Project:	SH 365 PS&E Development	Bill Through:	5/31/2014
Limits:	SP 600 TO FM 1957	Client:	HCRMA
CSJ:	0220-01-023	Contract:	SH 365 Segment 0033
County:	HIDALGO	WA No.:	4
Invoice Date	6/17/2014	Invoice Number	20141942

Func Code	TASK DESCRIPTION	FIRM	CONTRACTED FEE ($)	PREVIOUSLY INVOICED		INVOICED TO DATE		BALANCE	AMOUNT DUE THIS INVOICE
				($ AMOUNT)	(% COMPLETED)	($ AMOUNT)	(% COMPLETED)		
145	**Project Management**								
	Manage work, administration, etc.	*TEDSI*	*$18,019.98*	*$5,405.99*	*30.00%*	*$8,108.99*	*45.00%*	*$9,910.99*	***$2,703.00***
	Schedule and attend meeting	*TEDSI*	*$25,010.44*	*$7,503.13*	*30.00%*	*$11,254.70*	*45.00%*	*$13,755.74*	***$3,751.57***
	Coordinate work and subconsultants	*TEDSI*	*$50,812.52*	*$15,243.76*	*30.00%*	*$22,865.63*	*45.00%*	*$27,946.89*	***$7,621.87***
	QC/QA Work	*TEDSI*	*$38,757.54*	*$11,627.26*	*30.00%*	*$17,440.89*	*45.00%*	*$21,316.65*	***$5,813.63***
	SUBTOTAL (FUNCTION 145) =		**$132,600.48**	**$39,780.14**	**30.00%**	**$59,670.21**	**45.00%**	**$72,930.27**	**$19,890.07**
110	**Pavement Design**								
	Pavement Design for BSIF Connector Roadway	*L&G*	*$10,210.84*	*$0.00*	*0.00%*	*$0.00*	*0.00%*	*$10,210.84*	***$0.00***
	SUBTOTAL (FUNCTION 110) =		**$10,210.84**	**$0.00**	**0%**	**$0.00**	**0%**	**$10,210.84**	**$0.00**
160	**Roadway Design**								
	Removal Plans	*TEDSI*	*$20,468.08*	*$6,140.42*	*30.00%*	*$9,210.64*	*45.00%*	*$11,257.44*	***$3,070.22***
	Horizontal Data and Control Sheets	*TEDSI*	*$9,357.89*	*$2,807.37*	*30.00%*	*$4,211.05*	*45.00%*	*$5,146.84*	***$1,403.68***
	Plan and Profile Sheets	*TEDSI*	*$101,551.26*	*$30,465.38*	*30.00%*	*$45,698.07*	*45.00%*	*$55,853.19*	***$15,232.69***
	Driveway Layouts	*TEDSI*	*$36,165.84*	*$10,849.75*	*30.00%*	*$16,274.63*	*45.00%*	*$19,891.21*	***$5,424.88***
	Miscellaneous Details and Standards	*TEDSI*	*$13,285.38*	*$3,985.61*	*30.00%*	*$5,978.42*	*45.00%*	*$7,306.96*	***$1,992.81***
	SUBTOTAL (FUNCTION 160) =		**$180,828.45**	**$54,248.53**	**30%**	**$81,372.81**	**45%**	**$99,455.64**	**$27,124.28**
161	**Drainage**								
	SW3P & EPIC	*TEDSI*	*$48,733.76*	*$14,620.13*	*30.00%*	*$21,930.19*	*45.00%*	*$26,803.57*	***$7,310.06***
	Drainage Plan Sheets	*CORTRAN*	*$99,575.50*	*$29,872.65*	*30.00%*	*$44,808.98*	*45.00%*	*$54,766.52*	***$14,936.33***
	SUBTOTAL (FUNCTION 161) =		**$148,309.26**	**$44,492.78**	**30%**	**$66,739.17**	**45%**	**$81,570.09**	**$22,246.39**
162	**Traffic**								
	Sign Layouts	*TEDSI*	*$104,317.65*	*$31,295.30*	*30.00%*	*$46,942.94*	*45.00%*	*$57,374.71*	***$15,647.64***
	Pavement Marking Layouts	*TEDSI*	*$88,268.61*	*$26,480.58*	*30.00%*	*$39,720.87*	*45.00%*	*$48,547.74*	***$13,240.29***
	Signalization	*TEDSI*	*$32,213.88*	*$9,664.16*	*30.00%*	*$14,496.25*	*45.00%*	*$17,717.63*	***$4,832.09***
	Illumination	*TEDSI*	*$64,862.75*	*$19,458.83*	*30.00%*	*$29,188.24*	*45.00%*	*$35,674.51*	***$9,729.41***
	SUBTOTAL (FUNCTION 162) =		**$289,662.89**	**$86,898.87**	**30%**	**$130,348.30**	**45%**	**$159,314.59**	**$43,449.43**
163	**Miscellaneous Roadway**								
	Title Sheets, Summary, General Notes, etc.	*TEDSI*	*$91,965.12*	*$27,589.54*	*30.00%*	*$41,384.30*	*45.00%*	*$50,580.82*	***$13,794.76***
	TCP Plan	*TEDSI*	*$116,732.14*	*$35,019.64*	*30.00%*	*$52,529.46*	*45.00%*	*$64,202.68*	***$17,509.82***
	Cross Sections	*TEDSI*	*$28,112.90*	*$8,433.87*	*30.00%*	*$12,650.81*	*45.00%*	*$15,462.09*	***$4,216.94***
	SUBTOTAL (FUNCTION 163) =		**$236,810.16**	**$71,043.05**	**30%**	**$106,564.57**	**45%**	**$130,245.59**	**$35,521.52**
170	**Bridge Design**								
	Bridge Design	*UNINTECH*	*$113,063.23*	*$33,918.97*	*30.00%*	*$50,878.45*	*45.00%*	*$62,184.78*	***$16,959.48***
	SUBTOTAL (FUNCTION 170) =		**$113,063.23**	**$33,918.97**	**30%**	**$50,878.45**	**45%**	**$62,184.78**	**$16,959.48**
	Direct Expenses								
	Direct Expenses	*TEDSI*	*$21,141.40*	*$6,342.42*	*30.00%*	*$9,513.63*	*45.00%*	*$11,627.77*	***$3,171.21***
	SUBTOTAL (FUNCTION 170) =		**$21,141.40**	**$6,342.42**	**30%**	**$9,513.63**	**45%**	**$11,627.77**	**$3,171.21**
	Totals		**$1,132,626.71**	**$336,724.76**		**$505,087.14**		**$627,539.57**	
							TOTAL THIS INVOICE =		**$168,362.38**

44.6%

OK

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
1201 East Expressway 83 • Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

Mr. Pilar Rodriguez
Hidalgo County Regional Mobility Authority
118 South Cage Boulevard
Pharr, Texas 78577

Invoice Date:	June 17, 2014
Project No.:	2012-1115-04
Project Name:	HCRMA SH - 365 Seg 3 at US 281 Military Highway PS&E
Client:	Hidalgo County Regional Mobility Authority
Contract Amount	$1,132,626.71
Invoice No.:	20141942
Billing Period:	May 1 to May 31, 2014

Billing Phase	Posting	Amount Earned	Previous Invoice	Invoiced Amount	Percent Complete	Contract Amount	Amount Remaining
100	FC 145 PROJECT MANAGEMENT (TEDSI)	$ 59,670.21	$ 39,780.14	$ 19,890.07	45%	132,600.48	$ 72,930.27
110	FC 160 ROADWAY DESIGN (TEDSI)	$ 81,372.81	$ 54,248.53	$ 27,124.28	45%	180,828.45	$ 99,455.64
120	FC 161 DRAINAGE SW3P (TEDSI)	$ 21,930.19	$ 14,620.13	$ 7,310.06	45%	48,733.76	$ 26,803.57
130	FC 162 SIGNING AND PM (TEDSI)	$ 86,663.81	$ 57,775.88	$ 28,887.93	45%	192,586.26	$ 105,922.45
140	FC 162 TRAF SIGNAL (TEDSI)	$ 14,496.25	$ 9,664.16	$ 4,832.09	45%	32,213.88	$ 17,717.63
150	FC 163 MISC ROADWAY (TEDSI)	$ 93,913.76	$ 62,609.18	$ 31,304.58	45%	208,697.26	$ 114,783.50
160	FC 163 ILLUMINATION (TEDSI)	$ 29,188.24	$ 19,458.83	$ 9,729.41	45%	64,862.75	$ 35,674.51
170	FC 163 MISC ROADWAY XSEC (TEDSI)	$ 12,650.81	$ 8,433.87	$ 4,216.94	45%	28,112.90	$ 15,462.09
180	FC 161 H & H (CORTRAN)	$ 44,808.98	$ 29,872.65	$ 14,936.33	45%	99,575.50	$ 54,766.52
190	FC 163 PAVEMENT DESIGN (L&G)		$ -	$ -	0%	10,210.84	$ 10,210.84
200	FC 170 BRIDGE (UNINTECH)	$ 50,878.45	$ 33,918.97	$ 16,959.48	45%	113,063.23	$ 62,184.78
210	DIRECT EXPENSES (TEDSI)	$ 9,513.63	$ 6,342.42	$ 3,171.21	45%	21,141.40	$ 11,627.77
	TOTALS	$ 505,087.14	$ 336,724.76	$ 168,362.38		$ 1,132,626.71	$ 627,539.57

Total Amount Earned	$ 505,087.14
Less Previously Invoiced	$ 336,724.76
Total Amount Due this Invoice	$ 168,362.38

Pay Only

Authorized by: _____
Craig F. Stong, P.E.
Project Manager

Date: June 17, 2014

P. R
7/11/2014

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PAYMENT SUMMARY

Halff - International Bridge Trade Corridor
$1,988,674.98 Maximum payable fee

Maximum fee minus approved WA $0.00

	Approved WA Amount	Invoice Date 6/19/2014	WA Total Billed	WA Balance
WA#1	$1,988,674.98	$77,803.83	$77,803.83	$1,910,871.15
	$1,988,674.98	**$77,803.83**	$77,803.83	$1,910,871.15
		Amount Approved for Payment		

WA#1 approved April 23, 2014 to provide final plans, specifications and estimates for the International Bridge Trade Corridor Project in the amount of $1,988,674.98.

Approved for Payment

7/11/2014
Date

VRF 2013 Bond Construction Account

Prepared by:
P. Rodriguez, PE
Tx PE #85,567
7/11/2014

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	5/25/14-6/19/14	
Contractor	Halff	
Project/WA	IBTC/Seg0011/WA1	
Invoice #	M185605	Date: 6/14/2014
Amount	$ 77,803.83	
Date Sent	6/25/2014	

Date Received	
Received by	

Recommendation: ____Approval ____Disapproval
Comments:

Louis Jones, HCRMA Program Manager — Date 7/8/14

Recommendation: ____Approval ____Disapproval
Comments:

Pilar Rodriguez, Executive Director — Date 7/11/2014

Please return this form via email to fkoll@hcrma.net

HALFF

INVOICE PERIOD: *05/25/14 through 6/19/14* **INVOICE AMOUNT:** *$ 77,803.83*

June 24, 2014

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

Mr. Pilar Rodriguez, P.E. – Executive Director HCRMA
ATTN: Mr. Louis H. Jones, P.E. – Program Manager HCRMA

RE: Work Authorization #1 on IBTC Segment 0011
Project Segment Limits Sta. 385+00 to Sta. 557+00
Invoice No. M185605

Dear Mr. Jones:

Attached for your review approval is our invoice for services rendered during the month of June 2014 on the subject referenced project. The below referenced work product deliverables have been uploaded via GroupWise to the following directory: 2014-06-24 Invoice

The following is attached:

- Invoice No. M185590
- Preliminary Mainlane Plan and Profile sheets from Sta. 385+00 to Sta. 507+00
- Preliminary Frontage Roads Plan and Profile sheets Sta. 385+00 to Sta. 507+00
- Preliminary Ramp Plan and Profile Sheets Sta. 385+00 to Sta. 507+00
- Utility coordination letters.

The following is a narrative of the progress for this period.

TASK
FC145: PROJECT MANAGEMENT
UPDATED: *We have set up the project and commenced on-going coordination. All sub consultants have been engaged and have enacted weekly design team coordination meetings. All team members involved have successfully logged in and been able to use/upload files to projectwise. Conducted site visit of the project limits. Coordination/kickoff meeting with H&H engineers for the HCCID No. 1 proposed outfalls.*
FC150: FIELD SURVEY COORDINATION
UPDATED: *Commenced utility research and developed utility coordination letters, submitted to Dannenbaum.*

FC160: ROADWAY DESIGN
UPDATED: *We have developed preliminary plan and profile sheets for the mainlanes, frontage roads and ramps. We have developed preliminary profiles for the roadside swales. Design criteria have been verified and we are in the process of verifying elements of the schematic to approve criteria. Commenced with Utility coordination letters.*
FC161: DRAINAGE DESIGN
UPDATED: *A HEC-HMS model is being developed to prepare a drainage area maps for areas outside of the right of way draining to and thru the IBTC corridor. Commenced with development of utility coordination letters and submitted to Dannenbaum.*
FC162 – TRAFFIC
NOT UPDATED: *This task has not commenced.*
FC163 – MISCELLANEOUS ROADWAYS
NOT UPDATED: *This task has not commenced.*
FC170 – BRIDGE DESIGN
UPDATED: *Commenced laying out floodway bridge and Alamo Bridge structures.*

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 664-0286.

Sincerely,

Robert L. Saenz, P.E., C.F.M.
Project Manager – HALFF ASSOCIATES, Inc.

Hyperlinks: Preliminary Plan and Profile Sheets from 2004-06-24 June Progress Set
Utility Coordination Letters 2014-06-05 Utility Coordination Letters

INVOICE

HALFF

ENGINEERS ARCHITECTS SCIENTISTS PLANNERS SURVEYORS

REMITTANCE ADDRESS:
P.O. Box 910259
Dallas, TX 75391-0259
www.halff.com

Hidalgo Co Regional Mobility Autho
118 South Cage Boulevard, 4th Floor
Pharr, TX. 78577

Attention: Mr. Pilar Rodriguez, P.E.

Invoice Date : 06/19/2014
Invoice # : M185605
Project : 30194
Invoice Group : **
Client Code : HCRMA1

Project Name : HCRMA\IBTC Segment WA No. 1

For Professional Services Rendered through: 6/15/2014
Re:Engineering Services
HCRMA - IBTC Segment 001 from Approx. STA 350+00 to
East Valley View Interchange, between
Pharr and Donna, Texas
IBTC Segment 0011
Work Authorization No. 1
CSJ: 0921-02-202

** Please contact Maribel Martinez (956-664-0286)
with any questions regarding this invoice.

Phase / Task / Name	Fee	Previous Amount	% Complete	Current Amount	Total Fee Earned
PH01 -- FC145-Project Managemnt (FC160-190)	251,043.26	0.00	5.87	14,742.53	14,742.53
PH02 -- FC150 - Field Survey	15,002.08	0.00	38.62	5,794.12	5,794.12
PH03 -- FC160 - Roadway Design Controls	315,515.94	0.00	8.97	28,296.58	28,296.58
PH04 -- FC161- Roadway Drainage	401,413.94	0.00	5.01	20,114.24	20,114.24
PH05 -- FC162 - Signing Payment Marketings	73,801.64	0.00	0.00	0.00	0.00
PH06 -- FC163 - Miscellaneous	33,722.77	0.00	0.00	0.00	0.00
PH07 -- FC163 - Miscellaneous Cross Section	74,719.98	0.00	0.00	0.00	0.00
PH08 -- FC163 - Miscellaneous Landscaping A	1,174.44	0.00	0.00	0.00	0.00
PH09 -- FC163 -Miscellaneous Retaining Wall	62,283.98	0.00	0.00	0.00	0.00
PH10 -- FC163 - Miscellaneous Roadways	259,534.48	0.00	0.00	0.00	0.00
PH11 -- FC170 - Bridge Over Alamo Road	78,752.01	0.00	0.00	0.00	0.00
PH12 -- FC170 - Bridge Over Floodway	385,874.72	0.00	2.30	8,856.36	8,856.36
PH13 -- FC170 - Bridge Standards	8,367.74	0.00	0.00	0.00	0.00
PH14 -- Total Direct Expenses	27,468.00	0.00	0.00	0.00	0.00
Totals:	**1,988,674.98**	**0.00**	**3.91**	**77,803.83**	**77,803.83**

Total Fee Earned To Date	77,803.83
Less Previous Billings	0.00
Amount Due this Invoice	**77,803.83**

Thank You
Robert Saenz

Pay Only

7/11/2014

TERMS: DUE UPON RECEIPT
ORIGINAL

(214) 346-6200 (214) 739-0108 Fax

HALFF

JUNE 2014 INVOICE

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Project: WORK AUTHORIZATION NO. 1 IBTC SEGMENT 0011
Limits: IBTC SEGMENT 0011 FROM APPROX. STA350+00 TO EAST VALLEY VIEW INTERCHANGE
CSJ: 0921-02-202
County: HIDALGO COUNTY

Bill Through: 6/15/2014
Client: HCRMA
Contract: IBTC SEGMENT 0011 (PS&E)
WA No.: 1

Func Code	TASK DESCRIPTION	FIRM	CONTRACTED FEE ($)	PREVIOUSLY INVOICED ($ AMOUNT)	PREVIOUSLY INVOICED (% COMPLETED)	INVOICED TO DATE ($ AMOUNT)	INVOICED TO DATE (% COMPLETED)	BALANCE	AMOUNT DUE THIS INVOICE
145	PROJECT MANAGEMENT								
	MANAGE WORK, ADMINSTRATION, ETC	HALFF	$166,474.26	$0.00	0.00%	$14,742.53	5.87%	$151,731.73	$14,742.53
	PREPARE SUBMITTALS	HALFF	$84,569.00	$0.00	0.00%	$0.00	0%	$0.00	$0.00
	SUBTOTAL (FUNCTION 145 - PROJECT MANAGEMENT) =		$251,043.26	$0.00	0%	$14,742.53	6%	$151,731.73	$14,742.53
150	FIELD SURVEY								
	COORDINATION OF SURVEY & UTILITY LOCATIONS	HALFF	$15,002.08	$0.00	0.00%	$5,794.12	38.62%	$9,207.96	$5,794.12
	SUBTOTAL (FUNCTION 150 - FIELD SURVEY =		$15,002.08	$0.00	0%	$5,794.12	39%	$9,207.96	$5,794.12
160	ROADWAY DESIGN								
	ROADWAY DETAILS	HALFF	$27,167.80	$0.00	0.00%	$0.00	0.00%	$27,167.80	$0.00
	PLAN & PROFILE SHEETS	HALFF	$264,920.90	$0.00	0.00%	$28,296.58	8.97%	$236,624.32	$28,296.58
	REMOVAL PLAN	R. GUTIERREZ	$23,427.24	$0.00	0.00%	$0.00	0%	$23,427.24	$0.00
	SUBTOTAL (FUNCTION 160 - ROADWAY DESIGN) =		$315,515.94	$0.00	0%	$28,296.58	9%	$287,219.36	$28,296.58
161	DRAINAGE DESIGN								
	DRAINAGE REPORT & MAIN STRUCTURE SIZING	HALFF	$255,567.02	$0.00	0.00%	$20,114.24	5.01%	$235,452.78	$20,114.24
	DRAINAGE PLANS & DETAILS	R. GUTIERREZ	$142,831.56	$0.00	0.00%	$0.00	0.00%	$142,831.56	$0.00
	MISCELLANEOUS STRUCTURE DETAIL	CHANNIN	$3,015.36	$0.00	0.00%	$0.00	0.00%	$3,015.36	$0.00
	SUBTOTAL (FUNCTION 161 - DRAINAGE DESIGN) =		$401,413.94	$0.00	0%	$20,114.24	5%	$381,299.70	$20,114.24
162	TRAFFIC								
	SIGN & PAVING LAYOT	CORTRAN	$43,466.12	$0.00	0.00%	$0.00	0.00%	$43,466.12	$0.00
	SUMMARY & DETAIL SHEETS	CHANNIN	$30,335.52	$0.00	0.00%	$0.00	0.00%	$30,335.52	$0.00
	SUBTOTAL (FUNCTION 162 - TRAFFIC) =		$73,801.64	$0.00	$0.00	$0.00	0%	$73,801.64	$0.00
163	MISCELLANEOUS ROADWAYS								
	SUMMARY SHEETS	HALFF	$74,296.96	$0.00	0.00%	$0.00	0.00%	$74,296.96	$0.00
	TRAFIC CONTROL PLANS	HALFF	$157,600.87	$0.00	0.00%	$0.00	0.00%	$157,600.87	$0.00
	RETAINING WALLS	HALFF	$62,283.98	$0.00	0.00%	$0.00	0.00%	$62,283.98	$0.00
	LANDSCAPING	HALFF	$1,174.44	$0.00	0.00%	$0.00	0.00%	$1,174.44	$0.00
	DRAINAGE QUANTITIES	R. GUTIERERZ	$2,481.65	$0.00	0.00%	$0.00	0.00%	$2,481.65	$0.00
	EARTHWORK QUANTITIES	R. GUTIERERZ	$15,939.14	$0.00	0.00%	$0.00	0.00%	$15,939.14	$0.00
	SUMMARY OF EROSION CONTROL	R. GUTIERERZ	$2,708.57	$0.00	0.00%	$0.00	0.00%	$2,708.57	$0.00
	SUMMAY OF REMOVAL ITEMS	R. GUTIERERZ	$2,708.57	$0.00	0.00%	$0.00	0.00%	$2,708.57	$0.00
	CROSS SECTIONS	R. GUTIERERZ	$74,719.98	$0.00	0.00%	$0.00	0.00%	$74,719.98	$0.00
	SW3P\EPIC	R. GUTIERERZ	$33,722.77	$0.00	0.00%	$0.00	0.00%	$33,722.77	$0.00
	SUMMARY OF SIGNS	CHANINN	$3,798.72	$0.00	0.00%	$0.00	0.00%	$3,798.72	$0.00
	SUBTOTAL (FUNCTION 163 - MISCELLANEOUS ROADWAYS) =		$431,435.65	$0.00	0%	$0.00	0%	$431,435.65	$0.00
170	BRIDGE DESIGN								
	BRIDGE DESIGN	HALFF	$472,994.47	$0.00	0.00%	$8,856.36	2.00%	$464,138.11	$8,856.36
	SUBTOTAL (FUNCTION 170 - BRIDGE) =		$472,994.47	$0.00	0%	$8,856.36	2%	$464,138.11	$8,856.36
	DIRECT EXPENSES								
	DIRECT EXPENSES	HALFF	$23,983.26	$0.00	0.00%	$0.00	0.00%	$23,983.26	$0.00
	DIRECT EXPENSES	R. GUTIERREZ	$2,447.74	$0.00	0.00%	$0.00	0.00%	$2,447.74	$0.00
	DIRECT EXPENSES	CHANINN	$749.50	$0.00	0.00%	$0.00	0.00%	$749.50	$0.00
	DIRECT EXPENSES	CORTRAN	$287.50	$0.00	0.00%	$0.00	0.00%	$287.50	$0.00
	SUBTOTAL (TOTAL DIRECT EXPENSES) =		$27,468.00	$0.00	0%	$0.00	0%	$27,468.00	$0.00
	GRAND TOTAL -INCLUDING DIRECT EXPENSES		$1,988,674.98	$0.00	0%	$77,803.83	4%	$1,826,302.15	$77,803.83
							TOTAL THIS INVOICE =		$77,803.83

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PAYMENT SUMMARY

TEDSI - International Bridge Trade Corridor
$1,991,194.23 Maximum payable fee

Maximum fee minus approved WA $0.00

	Approved WA Amount	Invoice Date 6/17/2014	WA Total Billed	WA Balance
WA#1	$1,991,194.23	$163,277.89	$163,277.89	$1,827,916.34
	$1,991,194.23	**$163,277.89**	$163,277.89	$1,827,916.34
		Amount Approved for Payment		

WA#1 approved April 23, 2014 to provide final plans, specifications and estimates for the International Bridge Trade Corridor Project in the amount of $1,991,194.23.

Approved for Payment

7/11/2014
Date

VRF 2013 Bond Construction Account

Prepared by:
P. Rodriguez, PE
Tx PE #85,567
7/11/2014

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

IBTC

Month and Year	?-5/31/14	
Contractor	Tedsi	
Project/WA	~~SH365/Seg3~~/WA1 IBTC P.R.	
Invoice #	201411943	Date: 06/17/2014
Amount	$ 163,277.89	
Date Sent	06/23/2014	

Date Received	
Received by	

Recommendation: X Approval _____Disapproval
Comments: Ok to pay
6

Louis Jones, HCRMA Program Manager — Date 7/8/14

Recommendation: P.R. Approval _____Disapproval
Comments:

P. R.
Pilar Rodriguez, Executive Director — Date 7/11/2014

Please return this form via email to fkoll@hcrma.net

TEDSI

INVOICE PERIOD: *NTP through 5/31/14*

INVOICE AMOUNT: *$ 163,277.89*

June 17, 2014

Mr. Pilar Rodriguez, P.E. – Executive Director HCRMA
ATTN: Mr. Louis H. Jones, P.E. – Program Manager HCRMA
Hidalgo County Regional Mobility Authority
118 S. Cage Blvd., 4th Floor
Pharr, Texas 78577

RE: Work Authorization #1 on IBTC Segments 0012 & 0013
Invoice No. 201411943

Dear Mr. Jones:

Attached for your review approval is our invoice for services rendered during the month of May 2014 on the subject referenced project. The below referenced work product deliverables have not been uploaded. The below referenced work product deliverables have been uploaded via Projectwise, see hyperlink below.

The following is attached:

- Invoice No. 2014XXXX

The following is a narrative of the progress for this period.

TASK
FC145 Project Management
UPDATED: *Initiate all subconsultant contracts, schedule and held project kick-off meeting with project team, coordinated all team members access to Projectwise and initiate design development.*
FC130 Utility Coordination
UPDATED: *Develop preliminary list of potential utility companies within project area, develop standard utility coordination letter for HCRMA and coordinate with HCRMA utility coordinator*
FC150 Field Survey
UPDATED: *Open HCRMA provided project survey and begin initial determination of additional survey requirements.*
FC160 Roadway Design
UPDATED: Access roadway design files on Projectwise and begin development of design files and plans

FC161 Drainage
UPDATED: Access drainage design files on Projectwise and begin development of design files and plans
FC162 Traffic
UPDATED: Access traffic design files on Projectwise and begin development of design files and plans
FC163 Miscellaneous Roadway
UPDATED Access roadway design files on Projectwise and begin development of design files and plans
FC170 Bridge Design
UPDATED: No activity this month.

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 424-7898.

Sincerely,

Craig F. Stong, P.E.
Project Manager – TEDSI Infrastructure Group, Inc.

Hyperlinks: WA1 Invoice Backup

TEDSI

May 2014 INVOICE

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Project:	IBTC SEGMENTS 0012 & 0013	Bill Through:	5/31/2014
Limits:	IH-2 TO FM-493	Client:	HCRMA
CSJ:		Contract:	IBTC SEGMENTS 0012 & 0013
County:	HIDALGO	WA No.:	1
Invoice Date	June 17, 2014	Invoice No.	20141943

Func Code	TASK DESCRIPTION	FIRM	CONTRACTED FEE ($)	PREVIOUSLY INVOICED		INVOICED TO DATE		BALANCE	AMOUNT DUE THIS INVOICE
				($ AMOUNT)	(% COMPLETED)	($ AMOUNT)	(% COMPLETED)		
145	**Project Management**								
	Manage work, administration, etc.	*TEDSI*	*$81,233.80*	*$0.00*	*0.00%*	*$8,123.38*	*10.00%*	*$73,110.42*	***$8,123.38***
	Schedule and attend meeting	*TEDSI*	*$51,773.36*	*$0.00*	*0.00%*	*$5,177.34*	*10.00%*	*$46,596.02*	***$5,177.34***
	Coordinate work and subconsultants	*TEDSI*	*$9,685.08*	*$0.00*	*0.00%*	*$968.51*	*10.00%*	*$8,716.57*	***$968.51***
	Prepare and Upload Submittals	*TEDSI*	*$33,249.42*	*$0.00*	*0.00%*	*$3,324.94*	*10.00%*	*$29,924.48*	***$3,324.94***
	SUBTOTAL (FUNCTION 145) =		**$175,941.66**	**$0.00**	**0.00%**	**$17,594.17**	**10.00%**	**$158,347.49**	**$17,594.17**
130	**Utility Coordination**								
	Utility Coordination	*TEDSI*	*$99,406.52*	*$0.00*	*0.00%*	*$9,940.65*	*10.00%*	*$89,465.87*	***$9,940.65***
	SUBTOTAL (FUNCTION 110) =		**$99,406.52**	**$0.00**	**0.00%**	**$9,940.65**	**10.00%**	**$89,465.87**	**$9,940.65**
150	**Field Survey**								
	Coordination of Survey	*TEDSI*	*$12,853.14*	*$0.00*	*0.00%*	*$1,285.31*	*10.00%*	*$11,567.83*	***$1,285.31***
	SUBTOTAL (FUNCTION 110) =		**$12,853.14**	**$0.00**	**0.00%**	**$1,285.31**	**10.00%**	**$11,567.83**	**$1,285.31**
160	**Roadway Design**								
	Removal Plans	*CORTRAN*	*$37,119.88*	*$0.00*	*0.00%*	*$3,711.99*	*10.00%*	*$33,407.89*	***$3,711.99***
	Horizontal Data and Control Sheets	*TEDSI*	*$9,943.00*	*$0.00*	*0.00%*	*$994.30*	*10.00%*	*$8,948.70*	***$994.30***
	Plan and Profile Sheets	*TEDSI*	*$199,880.97*	*$0.00*	*0.00%*	*$19,988.10*	*10.00%*	*$179,892.87*	***$19,988.10***
	Intersection Layouts	*TEDSI*	*$14,185.50*	*$0.00*	*0.00%*	*$1,418.55*	*10.00%*	*$12,766.95*	***$1,418.55***
	Miscellaneous Details and Standards	*TEDSI*	*$11,593.18*	*$0.00*	*0.00%*	*$1,159.32*	*10.00%*	*$10,433.86*	***$1,159.32***
	QA/QC of Roadway Design	*TEDSI*	*$22,682.40*	*$0.00*	*0.00%*	*$2,268.24*	*10.00%*	*$20,414.16*	***$2,268.24***
	SUBTOTAL (FUNCTION 160) =		**$295,404.93**	**$0.00**	**0.00%**	**$29,540.50**	**10.00%**	**$265,864.43**	**$29,540.50**
161	**Drainage**								
	SW3P & EPIC	*LANDTECH*	*$27,896.10*	*$0.00*	*0.00%*	*$2,789.61*	*10.00%*	*$25,106.49*	***$2,789.61***
	QA/QC SW3P & EPIC	*TEDSI*	*$12,097.28*	*$0.00*	*0.00%*	*$1,209.73*	*10.00%*	*$10,887.55*	***$1,209.73***
	Drainage Plan Sheets	*TEDSI*	*$195,295.53*	*$0.00*	*0.00%*	*$19,529.55*	*10.00%*	*$175,765.98*	***$19,529.55***
	QA/QC of Drainage Design	*TEDSI*	*$22,682.40*	*$0.00*	*0.00%*	*$2,268.24*	*10.00%*	*$20,414.16*	***$2,268.24***
	SUBTOTAL (FUNCTION 161) =		**$257,971.31**	**$0.00**	**0.00%**	**$25,797.13**	**10.00%**	**$232,174.18**	**$25,797.13**
162	**Traffic**								
	Traffic Signal Warrants	*TEDSI*	*$74,191.04*	*$0.00*	*0.00%*	*$7,419.10*	*10.00%*	*$66,771.94*	***$7,419.10***
	Sign Layouts	*TEDSI*	*$195,084.38*	*$0.00*	*0.00%*	*$19,508.44*	*10.00%*	*$175,575.94*	***$19,508.44***
	Pavement Marking Layouts	*TEDSI*	*$111,399.88*	*$0.00*	*0.00%*	*$11,139.99*	*10.00%*	*$100,259.89*	***$11,139.99***
	Illumination Warrants	*TEDSI*	*$65,322.36*	*$0.00*	*0.00%*	*$6,532.24*	*10.00%*	*$58,790.12*	***$6,532.24***
	QA/QC of Traffic	*TEDSI*	*$12,097.28*	*$0.00*	*0.00%*	*$1,209.73*	*10.00%*	*$10,887.55*	***$1,209.73***
	SUBTOTAL (FUNCTION 162) =		**$458,094.94**	**$0.00**	**0.00%**	**$45,809.50**	**10.00%**	**$412,285.44**	**$45,809.50**
163	**Miscellaneous Roadway**								
	Title Sheets, Summary, General Notes, etc.	*TEDSI*	*$73,771.30*	*$0.00*	*0.00%*	*$7,377.13*	*10.00%*	*$66,394.17*	***$7,377.13***
	Retaining Walls	*CORTRAN*	*$39,810.84*	*$0.00*	*0.00%*	*$3,981.08*	*10.00%*	*$35,829.76*	***$3,981.08***
	TCP Plan	*LANDTECH*	*$77,483.73*	*$0.00*	*0.00%*	*$7,748.37*	*10.00%*	*$69,735.36*	***$7,748.37***
	Cross Sections	*TEDSI*	*$83,318.62*	*$0.00*	*0.00%*	*$8,331.86*	*10.00%*	*$74,986.76*	***$8,331.86***
	QA/QC of Misc Rdwy	*TEDSI*	*$22,682.40*	*$0.00*	*0.00%*	*$2,268.24*	*10.00%*	*$20,414.16*	***$2,268.24***
	SUBTOTAL (FUNCTION 163) =		**$297,066.89**	**$0.00**	**0.00%**	**$29,706.68**	**10.00%**	**$267,360.21**	**$29,706.68**
170	**Bridge Design**								
	Bridge Design	*UNINTECH*	*$358,415.39*	*$0.00*	*0.00%*	*$0.00*	*0.00%*	*$358,415.39*	***$0.00***
	QA/QC of Misc Bridge	*TEDSI*	*$22,682.40*	*$0.00*	*0.00%*	*$2,268.24*	*10.00%*	*$20,414.16*	***$2,268.24***
	SUBTOTAL (FUNCTION 170) =		**$381,097.79**	**$0.00**	**0.00%**	**$2,268.24**	**0.60%**	**$378,829.55**	**$2,268.24**
	Direct Expenses								
	Direct Expenses	*TEDSI*	*$13,357.05*	*$0.00*	*0.00%*	*$1,335.71*	*10.00%*	*$12,021.34*	***$1,335.71***
	SUBTOTAL (FUNCTION 170) =		**$13,357.05**	**$0.00**	**0.00%**	**$1,335.71**	**10.00%**	**$12,021.34**	**$1,335.71**
	Totals		**$1,991,194.23**	**$0.00**	**0.00%**	**$163,277.89**	**8.20%**	**$1,827,916.34**	**$163,277.89**
							TOTAL THIS INVOICE =		**$163,277.89**

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
1201 East Expressway 83 • Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

Mr. Pilar Rodriguez
Hidalgo County Regional Mobility Authority
118 South Cage Boulevard
Pharr, Texas 78577

Invoice Date:	June 17, 2014
Project No.:	2014-1158-01
Project Name:	HCRMA SH - IBTC Segments 0012 & 0013 PS&E
Client:	Hidalgo County Regional Mobility Authority
Contract Amount	$1,991,194.23
Invoice No.:	20141943
Billing Period:	NTP to May 31, 2014

Billing Phase	Posting	Amount Earned	Previous Invoice	Invoiced Amount	Percent Complete	Contract Amount	Amount Remaining
100	FC 145 PROJECT MANAGEMENT (TEDSI)	$ 17,594.17	$ -	$ 17,594.17	10%	$ 175,941.66	$ 158,347.49
110	FC 130 UTILITY COORDINATION (TEDSI)	$ 9,940.65	$ -	$ 9,940.65	10%	$ 99,406.52	$ 89,465.87
120	FC 150 DESIGN SURVEY	$ 1,285.31	$ -	$ 1,285.31	10%	$ 12,853.14	$ 11,567.83
130	FC 160 ROADWAY DESIGN (TEDSI)	$ 25,828.51	$ -	$ 25,828.51	10%	$ 258,285.05	$ 232,456.54
140	FC 161 DRAINAGE (TEDSI)	$ 21,797.79	$ -	$ 21,797.79	10%	$ 217,977.93	$ 196,180.14
150	FC 162 SIGNING, PM & SIGNALS (TEDSI)	$ 39,277.26	$ -	$ 39,277.26	10%	$ 392,772.58	$ 353,495.32
160	FC 163 MISC ROADWAY (TEDSI)	$ 10,855.10	$ -	$ 10,855.10	10%	$ 108,550.98	$ 97,695.88
170	FC 163 ILLUMINATION (TEDSI)	$ 6,532.24	$ -	$ 6,532.24	10%	$ 65,322.36	$ 58,790.12
180	FC 163 MISC ROADWAY XSEC (TEDSI)	$ 8,331.86	$ -	$ 8,331.86	10%	$ 83,318.62	$ 74,986.76
190	FC 170 BRIDGE DESIGN (TEDSI)	$ 2,268.24	$ -	$ 2,268.24	10%	$ 22,682.40	$ 20,414.16
200	DIRECT EXPENSE (TEDSI)	$ 1,335.71	$ -	$ 1,335.71	10%	$ 13,357.05	$ 12,021.34
210	CORTRAN	$ 7,693.07	$ -	$ 7,693.07	10%	$ 76,930.72	$ 69,237.65
220	LANDTECH	$ 10,537.98	$ -	$ 10,537.98	10%	$ 105,379.83	$ 94,841.85
230	UNINTECH	$ -	$ -	$ -	0%	$ 358,415.39	$ 358,415.39
		$ 163,277.89	**$ -**	**$ 163,277.89**		**$ 1,991,194.23**	**$ 1,827,916.34**

Total Amount Earned	**$ 163,277.89**
Less Previously Invoiced	**$**
Total Amount Due this Invoice	**$ 163,277.89**

Pay Only

Authorized by: _____
Craig F. Stong, P.E.
Project Manager

Date: June 17, 2014

7/11/2014

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PAYMENT SUMMARY

DOS Land Surveying - SH 365 from FM 1016 to SH 336
$653,264.75 Maximum payable fee

Maximum fee minus approved WA $0.00

		Invoice Date					WA	WA
	Approved WA Amount	12/7/2011	1/26/2012	10/31/2012	12/6/2012	*	Total Billed	Balance
WA#1	$603,264.75		$75,789.31	$171,756.57	$71,504.72	*	$319,050.60	$284,214.15
WA#2	$50,000.00	$40,000.00				*	$40,000.00	$10,000.00
							$359,050.60	$294,214.15

DOS Land Surveying - SH 365 from FM 1016 to SH 336
$774,772.17 Revised Maximum payable fee approved March 20, 2013 - Resolution 2013-10
$418,108.36 Revised Work Authorizatio No. 1 approved March 20, 2013 -Resolution 2013-10
$310,000.00 Work Authorization No. 2 approved October 16, 2013 - Resolution 2013-43
Maximum fee minus approved WA $46,663.81

		Invoice Date				WA	WA
	Approved WA Amount	3/22/2013	6/4/2013	3/18/2014	7/3/2014	Total Billed	Balance
WA#1	$418,108.36	$48,152.50	$34,623.21	$17,965.13	$32,300.00	$492,091.44	-$73,983.08
WA#2	$310,000.00			$11,198.31		$11,198.31	$298,801.69
	$728,108.36	$48,152.50	$34,623.21	$29,163.44	**$32,300.00**	$503,289.75	$224,818.61
					Amount Approved for Payment		

Approved for Payment

7/14/2014
Date

* Resolution 2012-39 amend and restate Professional Surveying Service Agreement with DOS Land Surveying with no change to maximum payable amount of $653,263.00 and consolidated WA # 1 & 2 into WA #1 in the amount of $653,263.
* Resolution 2013-10 approved Supplemental # 1 to Professional Surveying Service Agreement with DOS Land Surveying with an revised to the maximum payable amount of $774,772.17 and a revised WA # 1 in the amount of $418,108.36 (deduct).

Prepared by:
P. Rodriguez, PE
Tx PE #85,567
7/14/2014

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	03/18/14-07/03/14	
Contractor	DLS	
Project/WA	SH365/Seg 0032&0034/WA1	
Invoice #	10	Date: 7/3/2014
Amount	$ 32,300.00	
Date Sent	7/3/2014	

Date Received	
Received by	

Recommendation: X Approval _____Disapproval
Comments:

Louis Jones, HCRMA Program Manager — Date 7/11/14

Recommendation: P.R Approval _____Disapproval
Comments:

Pilar Rodriguez, Executive Director — Date 7/14/2014

Please return this form via email to fkoll@hcrma.net

INVOICE PERIOD: *03/18/14 through 07/03/14* **INVOICE AMOUNT:** *$32,300.00*

July 03, 2014

Mr. Pilar Rodriguez, P.E. – Executive Director HCRMA
ATTN: Mr. Louis H. Jones, P.E. – Program Manager HCRMA
Hidalgo County Regional Mobility Authority
118 S. Cage Blvd., 4th Floor
Pharr, Texas 78577

RE: Work Authorization #1 on SH 365 Segment 0032 & 0034
Invoice No. 10

Dear Mr. Jones:

Attached for your review approval is our invoice for services rendered during the month of July, 2014 on the subject referenced project. The below referenced work product deliverables have been submitted to your office via: hand delivered Attach Transmittal letter_____.

- Three (3) paper copy of parcels 1,2,3,5,5P2,6P1, and 07 for Segment 2
- Three (3) paper copy of parcels 1,2,3,4,5,6,7,8,9 and 19 for Segment 4
- One PDF file of all parcels submitted it in a CD
-

The following was submitted:

- Invoice No. 10

The following is a narrative of the progress for this period.

TASK
FC150 TASK 7 - Right of Way Mapping and Parcel Tract Platting
UPDATED:
FC130 SUBTASK 7.2 Parcels Plats and Legal Descriptions
UPDATED: *Submitted 10 parcel plats & metes and bounds of Segment No 4 and 7 parcel plats & metes and bounds for Segment No 2.*
NOT UPDATED:.

UPDATED:
UPDATED:

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 969-4183.

Sincerely,

Juan M. Castillo, R.P.L.S.

Juan M. Castillo, R.P.L.S.
Survey Manager – Dos Land Surveying, Inc.

Analy Diaz

From: Jorge Gonzalez <gonzalezj@arandaworld.com> on behalf of arandaj@arandaworld.com
Sent: Friday, July 11, 2014 4:14 PM
To: fkoll@hcrma.net
Cc: Eric Davila; Gustavo Lopez; Louis Jones; Cynthia Luera; Analy Diaz; gonzalezj@arandaworld.com; arandaj@arandaworld.com
Subject: RE: HCRMA Invoicing - DLS #10

Follow Up Flag: Follow up
Flag Status: Completed

Flor,

I just reviewed the 17 surveys that were posted minuets ago on PW. DLS has now uploaded 17 signed and sealed parcel plates with metes and bounds as stated on their Invoice. I agree as to form on his deliverables. This submittal with its deliverables should be enough for you to post on the agenda for board approval.

James Aranda

Aranda & Associates, Inc.
Land Surveying • Engineering • GIS
Right-Of-Way Services • HSE Training
ARANDA McAllen, Texas

From: Analy Diaz [mailto:Analy.Diaz@dannenbaum.com]
Sent: Friday, July 11, 2014 3:18 PM
To: arandaj@arandaworld.com; 'Jorge Gonzalez' (gonzalezj@arandaworld.com)
Cc: Eric Davila; Gustavo Lopez; Louis Jones; Cynthia Luera; fkoll@hcrma.net
Subject: RE: HCRMA Invoicing - DLS #10
Importance: High

Surveyors are supposed to add their back up on projectwise just like the engineers do. I just called to DLS and Juan is not currently in the office. Hard Copies are at the HCRMA Office. I can't go at this moment unless you can send someone to pick them up. Waiting on Juan's call back to ask for backup to be uploaded to projectwise.

Analy

From: Jorge Gonzalez [mailto:gonzalezj@arandaworld.com] **On Behalf Of** arandaj@arandaworld.com
Sent: Friday, July 11, 2014 3:09 PM
To: Analy Diaz; Cynthia Luera; fkoll@hcrma.net
Cc: Eric Davila; Gustavo Lopez; Louis Jones; arandaj@arandaworld.com
Subject: RE: HCRMA Invoicing - DLS #10

Analy / Cynthia,

I have not seen these 17 plats. I have looked on PW and I don't see them.

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	6/2/14-6/29/14	
Contractor	Atkins	
Project/WA	SH365	
Invoice #	1197604	Date: 7/7/2014
Amount	$ 12,163.63	
Date Sent	7/8/2014	

Date Received	
Received by	

Recommendation: X Approval _____Disapproval
Comments:

Louis Jones, HCRMA Program Manager — Date 7/8/14

Recommendation: P.R Approval _____Disapproval
Comments:

Pilar Rodriguez, Executive Director — Date 7/11/2014

Please return this form via email to fkoll@hcrma.net

Analy Diaz

From: Flor Koll <fkoll@hcrma.net>
Sent: Tuesday, July 08, 2014 9:01 AM
To: Louis Jones
Cc: Eric Davila; Analy Diaz; Cynthia Luera; Gustavo Lopez
Subject: HCRMA Invoicing - Atkins 1197604 & 1197637
Attachments: Atkins 1197637 Payment Recommendation Form.pdf; Atkins 1197604 Payment Recommendation Form.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Louis,

Please review the attached invoices and reply with a recommendation NLT July 11, 2014.

Thank you,
Flor

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FLOR E. KOLL
Program Administrator
118 S. Cage Blvd., 4th Floor
P.O. Box 1766
Pharr, Texas 78577
Office: (956) 402-4762
Cell: (956) 310-3766
E-mail: fkoll@hcrma.net

I recommend payment of both Atkins' invoices.
Eric Davila

SENT VIA -- GW1.PHARR-TX.GOV -- CITY OF PHARR, TEXAS Disclaimer: If you are not the intended recipient or have received this e-mail in error, please notify me via return e-mail and telephone at 956-402-4000, and permanently delete and purge the original and any copy thereof. This e-mail, with attachments hereto, if any, is intended only for receipt and use by the addressee(s) named herein, and may contain legally privileged and/or confidential information. Regardless of address or routing, if you are not the intended recipient, then you are hereby notified that any use, copying, reproduction, dissemination, distribution, or transmission of this e-mail, and any attachments hereto, is strictly prohibited. Whereas all reasonable steps have been taken to ensure the accuracy and confidentiality of the information and data submitted herein, the City of Pharr and its employees are not liable if information or data is corrupted or does not reach its intended destination.

ATKINS

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

July 7, 2014

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

RE: **June 2014 Invoice**
State Highway 365 (SH 365) (Project No. 100020726)

Dear Ms. Koll:

As you are aware, Supplemental Agreement 05 in the amount of **$49,857.70** was executed on 03/06/14; therefore the new contract amount for the SH 365 project is now **$1,001,522.57**. The total contract value is $1,049,122.90.

Enclosed please find the invoice and progress report for work completed for the period 06/02/2014 through 06/29/2014. The total amount due for this period is **$12,163.63**.

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

ATKINS

PROGRESS REPORT

To	Flor Koll (HCRMA)
From	Sharon Becca
Date	July 7, 2014
Project	State Highway 365 (SH 365) [Atkins Project No: 100020726]
Reference	Environmental Progress Report (For Period: 06/02/2014 – 06/29/2014)

Task	Description	Progress Report
SH 365 Environmental Assessment		
1.0	Project Management & Administration	• Coordination with HCRMA's PMC and TxDOT regarding additional ROW associated with April 2014 alignment modifications • Project coordination (biweekly telecons) • Monthly invoicing
2.0	Agency Coordination & Public Involvement	• No action
3.0	Right of Entry	• No action
4.0	Environmental Classification Letter	Task complete
5.0	Environmental Document	• Draft EA coordination and revisions associated with alignment modifications • EA figure updates
6.0	Section 404 Delineation	• Section 404 coordination and revisions associated with alignment modifications
7.01	Archaeology	• Archaeological coordination and management • Responded to TxDOT's comments on Archaeological Survey Report • Revised Survey Report and comments matrix based on PMC's review • GIS figure revisions
7.02	Historic Resources	• Preparation of historic resources survey addendum for additional APE per April 2014 alignment modifications
8.0	IBWC Permit	No associated budget
9.0	Section 4(f) Evaluation	• No action
10.0	Archaeology Survey Reports	• Coordination for Survey Report
15.0	Expenses	• Expenses accrued this period
16.0	Subconsultant (CMEC)	• No action
SH 365 Early ROW Acquisition Document		
20.01	SA05 NFCE	• Began preparing the framework for the draft technical report
20.99	SA05 NFCE Expenses	• No action

6504 Bridge Point Parkway, Suite 200 • Austin, Texas 78730 • Telephone: 512.342.3332 • Fax: 512.327.2453 • www.pbsj.com

ATKINS

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

Invoice Date: July 07, 2014
Project #: 100020726
Invoice #: 1197604

Project Description : HCRMA SH 365
Invoice Comments:
Invoicing Period : June 02, 2014 to June 29, 2014

Basic Services	Current
Lump Sum	12,163.63

Total Invoice **12,163.63**

Total Due this Invoice **USD 12,163.63**

Contract Amount :	1,001,522.57
Previous Billed:	719,904.09
Billed to Date	732,067.72
Contract Balance :	269,454.85

Pay Only

7/11/2014

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 RMA
SH 365/ENV Services726

Project Number 100020726
Invoice Number 1197604
Date 07-JUL-14

Task Number	Task Name	Contract Fee	Percent Complete	Total Earned	Previous Earned	Current Billing
01	Project Management &	114,345.68	89.85	102,739.59	101,470.35	1,269.24
02	Agency Coord & Publi	23,955.30	36.31	8,698.17	8,698.17	
03	Right of Entry	18,173.36	81.83	14,870.66	14,340.73	529.93
04	ENV Classification	16,636.75	92.45	15,380.68	15,380.68	
05	ENV Document	167,107.22	78.81	131,698.31	130,775.81	922.50
06	Section 404 Delineat	53,424.09	82.26	43,947.64	43,760.98	186.66
07	Cultural Resources	311,049.05	68.41	212,775.28	204,091.21	8,684.07
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	95.96	20,330.99	20,094.83	236.16
15	Expenses	183,024.84	80.46	147,266.43	147,266.43	
16	Subconsultant	28,065.14	90	25,258.58	25,258.58	
20	SA05 Early ROW CE	49,857.70	5.58	2,784.07	2,449.00	335.07
TOTAL		1,001,522.57		732,067.72	719,904.09	12,163.63

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	6/2/14-6/29/14	
Contractor	Atkins	
Project/WA	IBTC	
Invoice #	1197637	Date: 7/8/2014
Amount	$ 13,861.88	
Date Sent	7/8/2014	

Date Received	
Received by	

Recommendation: ___X___Approval _____Disapproval
Comments:

Louis Jones, HCRMA Program Manager — Date 7/9/14

Recommendation: ___P.R.___Approval _____Disapproval
Comments:

P. R. — Pilar Rodriguez, Executive Director — Date 7/11/2014

Please return this form via email to fkoll@hcrma.net

ATKINS

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

July 8, 2014

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

RE: **June 2014 Invoice**
International Bridge Trade Corridor (IBTC) (Project No. 100011499)

Dear Ms. Koll:

As you are aware, Supplemental Agreement 09 in the amount of $611,771.02 was executed on 03/25/14. The new contract amount for the IBTC (100011499) project is now **$1,893,490.55**.

Enclosed please find the invoice and progress report for work completed for the period 06/02/2014 through 06/29/2014. The total amount due for this period for the IBTC project is $13,861.88.

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

Sincerely,

Sharon Becca
Project Manager

Enclosures

cc: Velma Garcia (L&G)
Project File

ATKINS

STATUS REPORT

To Flor Koll (HCRMA)

From Sharon G. Becca

Date July 8, 2014

Project HCRMA International Bridge Trade Corridor (IBTC) – Atkins Project No. 100011499

Reference Environmental Progress Report (For Period: 06/02/2014 – 06/29/2014)

Task	Description	Progress Report
B	IBTC Local EA	Work Complete
C	SA08 Early ROW CE	
C2.7	SA08 NFCE NEPA Mgt	Project coordination
C4.0	SA08 NFCE Doc Prep	No action
C8.1	SA08 NFCE Expenses	No action
C9.1	SA08 NFCE Subconsultant	No action
D	SA09 Federal EA & TRs	
D2.1	SA09 Data Collection	Continued data collection
D2.3	SA09 Public Inv	No action
D2.4	SA09 Env Doc Prep	No action
D2.5	SA09 Section 404	Project coordination
D2.6	SA09 Cultural Resources	• Project coordination regarding additional work required based on 100% ROW • Revised archaeological resources research design • Revised historic resources research design
D2.7	SA09 NEPA Mgt	• Coordination with project team, L&G, PMC, C&M, and TxDOT. • Coordination with PMC regarding 100% ROW.
D5.0	SA09 Tech Reports	• Continued preparation of project-level toll analysis tech report
D6.0	SA09 Env Class Ltr	No action
D8.X	SA09 EA Expenses	No charges
D9.S	SA09 EA Subconsultant	No charges

ATKINS

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

Invoice Date: July 08, 2014
Project #: 100011499
Invoice #: 1197637

Project Description : Hidalgo International Bridge Trade *CORRIDOR* Engineering Services
Invoice Comments:
Invoicing Period : June 02, 2014 to June 29, 2014

Basic Services	Current
Lump Sum	13,861.88

Total Invoice 13,861.88

Total Due this Invoice USD 13,861.88

Pay Only

Contract Amount :	1,893,490.55
Previous Billed:	1,264,225.51
Billed to Date	1,278,087.39
Contract Balance :	615,403.16

7/11/2014

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 RMA
HCRMA-HIBT *(CORRIDOR)*499

Project Number 100011499
Invoice Number 1197637
Date 08-JUL-14

Task Number	Task Name	Contract Fee	Percent Complete	Total Earned	Previous Earned	Current Billing
B2	Phase II (NEPA Env)	350,748.19	100	350,748.19	350,748.19	
B3	Phase II Site Assess	11,013.00	100	11,013.00	11,013.00	
B8	Expenses	33,043.22	100	33,043.22	33,043.22	
B9	Subconsultant – L&G	810,063.34	100	810,063.34	810,063.34	
C2.7	SA08 NFCE NEPA Mgt	7,026.00	51.96	3,650.71	3,059.82	590.89
C4.0	SA08 NFCE Doc Prep	15,409.78	0			
C8.1	SA08 NFCE Expenses	113.00	0			
C9.1	SA08 NFCE Subconsult	54,303.00	14.73	8,001.24	8,001.24	
D2.1	SA09 Data Collection	5,816.02	26.86	1,562.18	1,224.27	337.91
D2.3	SA09 Public Inv	5,492.00	0			
D2.4	SA09 Env Doc Prep	9,035.00	0			
D2.5	SA09 Section 404	17,324.00	1.09	188.84	126.47	62.37
D2.6	SA09 Cultural Resour	136,504.00	19.96	27,246.20	17,049.35	10,196.85
D2.7	SA09 NEPA Mgt	13,298.00	33.26	4,422.91	3,367.05	1,055.86
D5.0	SA09 Tech Reports	39,690.00	13.08	5,191.46	3,587.98	1,603.48
D6.0	SA09 Env Class Ltr	4,709.00	17.93	844.32	844.32	
D8.X	SA09 EA Expenses	200,954.00	.01	14.52		14.52
D9.S	SA09 EA Subconsultan	178,949.00	12.35	22,097.26	22,097.26	
TOTAL		1,893,490.55		1,278,087.39	1,264,225.51	13,861.88

Bracewell & Giuliani LLP
ATTORNEYS AT LAW

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

Remittance Page

July 7, 2014
035858
INVOICE NO: 21586404
04996

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

Please Remit Total Balance Due **$ 3,500.00**

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.

Law Office of Daniel G. Rios

Invoice submitted to:

Hidalgo County Regional Mobility Authority
c/o Pilar Rodriguez
P.O. Box 1766
Pharr, Texas 78577

July 3, 2014

In Reference To: HCRMA PROJECT
Invoice #10553

	Hours	Amount
For professional services rendered	14.05	$3,512.50
Previous balance		12,395.00
Accounts receivable transactions		(12,395.00)
Total payments and adjustments		**(12,395.)**
Balance due		$ 3,512.50

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

		Invoice Date											
	Approved WA Amount	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
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						$5,775.00
WA#4	$694,355.85						$51,286.99	$147,460.94	$190,229.04	$163,719.99	$141,658.89		$694,355.85
WA#5	$847,369.93											$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
WA#7 was proposed for a route study for the City of Pharr, but cancelled.
WA#8 was approved in the amount of $574,581.59 for program management of SH 365 and the Overweight truck cooridor.
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.
Supplemental No. 6 to WA#6 revised scope of service for additional environmental coordination and Cross Valley Project Intervention work. No change in work authorization amount.
Supplemental No. 1 to WA#8 deducted remaining balance of work authorizaton in the amount of $114,581.59 and closed out WA#8.
WA#9 was approved in the amount of $10,340,781.60 for Program and Construction Management for SH 365 and IBTC Projects through 2018.
WA# 10, 11, 12, 13, 14 & 15 approved March 19, 2014 in the amounts of $285,984.85, $49,034.16, $180,053.72, $89,062.56, $397,750.88, $80,256.47 respectively.
Supplemental No. 7 to WA#6 and WA# 16 approved May 21, 2012 in the amount of$64,990.00 and $215,571.04.
WA#17 approved June 18, 2014 in the amount of $110,078.54.

Approved for Payment

7/9/2014
Date

VRF 2013 Bond Construction Account

Prepared by:
P. Rodriguez, PE
Tx PE #85,567
7/9/2014

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PAYMENT SUMMARY

Dannenbaum Engineering - Program Management

$17,526,371.48 Maximum payable fee | Maximum fee minus approved WA $0.00

	Approved WA Amount	Invoice Date 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	WA Total Billed	WA Balance
WA#1	$909,960.63												$909,960.63	$0.00
WA#2	$0.00													
WA#3	$57,750.00	$13,282.50	$38,692.50										$57,750.00	$0.00
WA#4 *	$694,355.85												$694,355.85	$0.00
WA#5 *	$769,236.96	$192,547.60	$204,374.94	$203,448.50									$769,236.96	$0.00
WA#6	$689,834.33				$97,110.61	$132,811.94	$114,994.62	$114,995.38	$114,926.42	$114,995.36			$689,834.33	$0.00
S#1 to WA#6	$81,309.04								$32,523.62	$40,654.52	$5,691.62	$2,439.28	$81,309.04	$0.00
S#2 to WA#6	$149,120.30								$106,700.09	$26,307.78	$16,112.43		$149,120.30	$0.00
S#3 to WA#6	$346,720.31								$112,359.20	$105,240.87	$40,683.69	$34,407.06	$292,690.82	$54,029.49
S#4 to WA#6	$1,437,465.41										$94,124.62	$192,022.35	$286,146.97	$1,151,318.44
	$5,135,752.83												$3,930,404.90	$1,205,347.93

	Approved WA Amount	Invoice Date 10/7/2013	11/6/2013	12/4/2013	1/10/2014	2/11/2014	3/10/2014	4/11/2014	5/7/2014	6/9/2014	7/9/2014		WA Total Billed	WA Balance
WA#1	$909,960.63												$909,960.63	$0.00
WA#2	$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	$20,169.54	$19,094.27	$14,765.68									$346,720.31	$0.00
S#4 to WA#6	$1,437,465.41	$164,046.85	$302,260.12	$354,321.38	$325,100.77	$5,589.32							$1,437,465.41	$0.00
S#5 to WA#6	$117,054.83				$167.89	$29,095.82			$3,511.64	$46,821.94	$37,457.54		$117,054.83	$0.00
S#6 to WA#6	$0.00												$0.00	$0.00
S#7 to WA#6	$64,990.00										$61,740.50		$61,740.50	$3,249.50
WA#8	$574,581.59					$230,364.83	$229,635.17						$460,000.00	$114,581.59
S#1 to WA#8	($114,581.59)												$0.00	-$114,581.59
WA#9	$10,340,781.60							$256,950.00	$291,026.72	$322,106.42	$357,324.42		$1,227,407.56	$9,113,374.04
WA#10	$285,984.85							$42,921.15	$42,921.15	$42,921.15	$42,921.15		$171,684.60	$114,300.25
WA#11	$49,034.16							$18,534.16	$30,500.00				$49,034.16	$0.00
WA#12	$180,053.72							$43,212.89	$51,212.70	$35,330.85	$17,052.05		$146,808.49	$33,245.23
WA#13	$89,062.56								$21,352.31	$23,352.30	$33,016.83		$77,721.44	$11,341.12
WA#14	$397,750.88								$56,448.59	$41,676.92	$98,387.70		$196,513.21	$201,237.67
WA#15	$80,256.47								$80,256.47				$80,256.47	$0.00
WA#16	$215,571.04										$34,540.00		$34,540.00	$181,031.04
WA#17	$110,078.54												$0.00	$110,078.54
	$17,526,371.48	$184,216.39	$321,354.39	$369,087.06	$325,268.66	$265,049.97	$229,635.17	$361,618.20	$577,229.58	$512,209.58	**$682,440.19**		$7,723,974.09	$9,476,747.81

Amount Approved for Payment

Prepared by:
P. Rodriguez, PE
Tx PE #85,567
7/9/2014

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

ENGINEERING EXCELLENCE SINCE 1945

July 9, 2014

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

Re: Hidalgo County Regional Mobility Authority (HCRMA) – Invoice for Work Authorization No. 1 (4652-01/32/XV)

Dear Mr. Burleson,

Enclosed please find Invoice 465201/32/XV for all Supplements to W.A. No. 6 and W.A. No. 16 totaling $682,440.19 of which Dannenbaum's fee $262,305.36 with remaining being subconsultants with Dannenbaum receiving no markup. This total includes:

- $ 0.00 for S.W.A. No. 1 to W.A. No. 6 at 100%
- $ 0.00 for S.W.A. No. 2 to W.A. No. 6 at 100%
- $ 0.00 for S.W.A. No. 3 to W.A. No. 6 at 100%
- $ 0.00 for S.W.A. No. 4 to W.A. No. 6 at 100%
- $ 0.00 for S.W.A. No. 5 to W.A. No. 6
- $ 99,198.04 for S.W.A. No. 5 & No. 7 to W.A. No. 6
- $ 0.00 for S.W.A. No. 6 to W.A. No. 6 (Replaced Supplemental No. 6 to W.A. No. 6) at 100%
- $ 0.00 for W.A. No. 8 at 100%
- $ 357,324.42 for W.A. No. 9
- $ 42,921.15 for W.A. No. 10
- $ 0.00 for W.A. No. 11 at 100%
- $ 17,052.05 for W.A. No. 12
- $ 33,016.83 for W.A. No. 13
- $ 98,387.70 for W.A. No. 14
- $ 0.00 for W.A. No. 15 at 100%
- $ 34,540.00 for W.A. No. 16

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 June 1, 2014 through June 30, 2014.

Total due this invoice is $682,440.19.

Approved for Payment
P.R.
7/8/2014

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, P.E. – Dannenbaum Engineering Corporation

DANNENBAUM ENGINEERING CORPORATION

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

July 8, 2014

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. 16

Invoice Number: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

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	$346,720.31	$0.00
SWA 4 to WO 6 Replaced by SWA 6 to WO 6	Engineering Management/Partial Operations Implementation/Public Outreach	$1,437,465.41	100.00%	$1,437,465.41	$1,437,465.41	$0.00
SWAs 5 & 7 to WO 6	SUE Services - SH 365	$182,044.83	98.22%	$178,795.33	$79,597.29	$99,198.04
8 incl. SWA 1 to WO 8	Systemwide Management & Project Management Tasks	$460,000.00	100.00%	$460,000.00	$460,000.00	$0.00
9	Systemwide Management & Project Management Tasks - SH 365	$5,165,553.00	12.78%	$659,978.53	$484,738.00	$175,240.53
9	Systemwide Management & Project Management Tasks - IBTC	$5,175,228.60	10.96%	$567,429.03	$385,345.14	$182,083.89
10	IBTC ROW Strip Map Development	$285,984.85	60.03%	$171,684.60	$128,763.45	$42,921.15
11	IBTC Update Topo Survey due to VE Changes	$49,034.16	100.00%	$49,034.16	$49,034.16	$0.00
12	TRZ No. 2 / HCAD Tax Database Update	$180,053.72	81.54%	$146,808.49	$129,756.44	$17,052.05
13	IBTC Environmental Assessment (Regional Toll Analysis)	$89,062.56	87.27%	$77,721.44	$44,704.61	$33,016.83
14	Investment Grade Traffic & Revenue Study for SH365 & IBTC	$399,355.20	49.21%	$196,513.21	$98,125.51	$98,387.70
15	TIGER VI Grant Preparation	$80,256.47	100.00%	$80,256.47	$80,256.47	$0.00
16	Hydrologic & Hydraulic Studies	$215,571.04	16.02%	$34,540.00	$0.00	$34,540.00
	TOTALS	**$17,417,897.26**	**44.54%**	**$7,758,514.09**	**$7,076,073.90**	**$682,440.19**

TOTAL DUE THIS INVOICE: **$682,440.19**

7/8/2014

Pay Only

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

July 8, 2014

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: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

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
	TOTALS	$909,960.63	100.00%	$909,960.63	$909,960.63	$0.00

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: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
TASK 1 Research/Analyze/Gather all documents and develop Prog. Mgt. Plan (4 Months)					
A. Research/Analyze/Gather all existing documents					
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. Review Exist. Quantities/Estimates and Prep.Cursive Review of Proj. Dev. Cost Est. on all projects					
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
C. Develop Program Management Plan which includes the following components:					
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
TASK 2 Review/Monitor/Report/Implement All TxDOT Pass Thru / Toll Agreements (4 mo)					
A. Review/Monitor/Report/Implement All TxDOT Pass Thru / Toll Agreements which includes:					
1. SH 365 / Trade Corr. Conn. (TCC)(14.9 Mi.), includ. 1.97 mi. Anzalduas GSA Fac. Connect.					
- Review Agreement	$ 1,379.80	100.00%	$1,379.80	$1,379.80	$0.00
- Monitor Agreement (4 months)	$ 750.62	100.00%	$750.62	$750.62	$0.00
2. US 281 / Military Hwy Overpass					
- 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
3. La Joya Relief Route (Phase I)(8.3 Miles)					
- Review Agreement	$ 1,379.80	100.00%	$1,379.80	$1,379.80	$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: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
- 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
4. US 281 - Falfurrias Toll Road					
- 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
TASK 3 Rev./Analyze TRZ for the entire HCRMA Rdwy. Sys. incld. La Joya Relief Rte.					
A. Rev./Analyze Trans.Reinvest. Zone (TRZ) for the entire Loop Proj. incld. 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
TASK 4 Gen. Eng. Consult. (GEC) Mgt. including contract negotiations (4 months)					
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 MPO meetings (2 hrs / mtg / mo)	$ 3,779.68	100.00%	$3,779.68	$3,779.68	$0.00
8. 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. Assist/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. General Engineering Consultant (GEC) Management of the following (4 Months)					
1. SH365/TCC - 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/TCC (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

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

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

Invoice Number: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
4. SH365/TCC (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
TASK 4 Gen. Eng. Consult. (GEC) Mgt. including contract negotiations (4 months) Continued					
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
TASK 5 Procurement / Negotiations of Prof. Svcs.					
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

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

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

Invoice Number: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
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
DIRECT EXPENSES					
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 Laison	$ 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
Totals	$ 909,960.63		$ 909,960.63	$ 909,960.63	$ -

Amount Due This Invoice $ - ✓

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

July 8, 2014

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: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

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
	TOTALS	$57,750.00	100.00%	$57,750.00	$57,750.00	$0.00

TOTAL DUE WORK ORDER NO. 3: $0.00 ✓

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

July 8, 2014

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: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

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):	$19,983.36	100.00%	$19,983.36	$19,983.36	$0.00
J	Oversee C&M Associates, Inc., in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.0 Months)	$74,767.90	100.00%	$74,767.90	$74,767.90	$0.00
K	IBTC (3.0 Months)	$25,337.35	100.00%	$25,337.35	$25,337.35	$0.00
L	SH 365 / TCC (Modified) (Inc. TCC at GSA Anzalduas Bridge)(4.0 Months)	$216,358.43	100.00%	$216,358.43	$216,358.43	$0.00
M	US 281 / Military (3.0 Months)	$24,156.47	100.00%	$24,156.47	$24,156.47	$0.00
ODC	Direct Expenses	$166,880.50	100.00%	$166,880.50	$166,880.50	$0.00
	TOTALS	$694,355.85	100.00%	$694,355.85	$694,355.85	$0.00

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: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A. Coordinate / Update / Assist Executive Director					
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. Attend / Prepare Data / Report on Various Meetings (4.0 Months)					
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 Mtgs. @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 Mtgs. @ 2 hrs. / Mtg.)	$ 1,379.80	100.00%	$1,379.80	$1,379.80	$0.00
9. Hidalgo County Commissioner Precinct No. 2 (2 Mtgs. @ 2 hrs. / Mtg.)	$ 1,379.80	100.00%	$1,379.80	$1,379.80	$0.00
10. Hidalgo County Commissioner Precinct No. 3 (2 Mtgs. @ 2 hrs. / Mtg.)	$ 1,379.80	100.00%	$1,379.80	$1,379.80	$0.00
11. Hidalgo County Commissioner Precinct No. 4 (2 Mtgs. @ 2 hrs. / Mtg.)	$ 1,379.80	100.00%	$1,379.80	$1,379.80	$0.00
12. Attend Meetings TxDOT-Pharr (3 Mtgs. @ 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 Mtgs. @ 10 hrs. / Mtg.)	$ 6,777.56	100.00%	$6,777.56	$6,777.56	$0.00
14. Attend Meetings With Senator Hinojosa (3 Mtgs. @ 2 hrs. / Mtg.)	$ 2,185.29	100.00%	$2,185.29	$2,185.29	$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					
1. Meet / Coordinate With TxDOT Pharr (2 Mtgs. @ 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
E. Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System					
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
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 TR2 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

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: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
I. Public Outreach Meetings including Negotiations of Truck Restrictions with the following Cities (Including Travel and Preparation for Meeting) (4.0 Months):					
1. City of Pharr (2 Mtgs)	$ 3,976.32	100.00%	$3,976.32	$3,976.32	$0.00
2. San Juan (1 Mtg)	$ 2,013.60	100.00%	$2,013.60	$2,013.60	$0.00
3. Donna (1 Mtg)	$ 2,013.60	100.00%	$2,013.60	$2,013.60	$0.00
4. Weslaco (1 Mtg)	$ 2,013.60	100.00%	$2,013.60	$2,013.60	$0.00
5. City of Mercedes (1 Mtg)	$ 2,013.60	100.00%	$2,013.60	$2,013.60	$0.00
6. City of Edcouch (0 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
7. City of McAllen (2 Mtgs.)	$ 3,976.32	100.00%	$3,976.32	$3,976.32	$0.00
8. City of Mission (2 Mtgs.)	$ 3,976.32	100.00%	$3,976.32	$3,976.32	$0.00
9. City of Penitas (0 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
10. City of Palmview (0 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
11. City of La Joya (0 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
J. Oversee C&M Associates, Inc., in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.0 Months)					
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
K. IBTC (3.0 Months)					
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)	$ -	0.00%	$0.00	$0.00	$0.00
7. Attend Meeting with USIBWC (1) (Combined with TCC)	$ 1,102.80	100.00%	$1,102.80	$1,102.80	$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
L. SH 365 / TCC (Modified) (Inc. TCC at GSA Anzalduas Bridge)(4.0 Months)					
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 Mtg. - El Paso)	$ 4,046.88	100.00%	$4,046.88	$4,046.88	$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)	$ 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 Mtg.) 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

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: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
14. Meet with Hunt Development (Mission - 2 Mtgs) (2 hrs / Mtg)((Inc. Prep Time)	$ 6,830.16	100.00%	$6,830.16	$6,830.16	$0.00
M. US 281 / Military (3.0 Months)					
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 Mtgs @ 2 hrs / Mtg)	$ 6,067.40	100.00%	$6,067.40	$6,067.40	$0.00
DIRECT EXPENSES					
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
Totals	$ 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

July 8, 2014

Dennis Burleson, 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: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

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
	TOTALS	$769,236.96	100.00%	$769,236.96	$769,236.96	$0.00

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: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK		COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A. Coordinate / Update / Assist Executive Director						
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. Attend / Prepare Data / Report on Various Meetings (4.0 Months)						
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 Mts @ 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 Mts @ 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 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 (4 Mts @ 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-Austin 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
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)						
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 (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
E. Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System						
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
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

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: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
H. Continue to Finalize and Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others					
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
I. Continue Public Outreach Meetings (Formal Presentation to Council) with the following Cities (Including Travel and Preparation for Meeting) (4.0 Months):					
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
J. Continue the Oversight of C&M Associates, Inc., in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.0 Months)					
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
K. Continue to Oversee IBTC (4.0 Months)					
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 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. 5:
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
L. Continue to Oversee SH 365 (Segment 1, 2 & 3) (Inc. SH 365 at GSA Anzalduas Bridge)(4.0 Months)					
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 USIBWC (1 Mtg. - El Paso)	$ 1,114.94	100.00%	$1,114.94	$1,114.94	$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) 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 Mtg.) 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 Mtgs) (2 hrs / Mtg)((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
M. SH 365 Segment No. 4 (US 281 / Military) (4.0 Months)					
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 Mtgs)	$ 4,860.21	100.00%	$4,860.21	$4,860.21	$0.00
N. Implementation of GIS Tools - Phase IA					
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 databalse 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

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: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK		COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
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
N. Implementation of GIS Tools - Phase IA (Continued)						
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
O. Implementation of Project Wise						
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 time 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
DIRECT EXPENSES						
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

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: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
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
DIRECT EXPENSES (Continued)					
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
Totals	$ 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

July 8, 2014

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: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

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
	TOTALS	**$689,834.33**	**100.00%**	**$689,834.33**	**$689,834.33**	**$0.00**

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: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK		COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A. Coordinate / Update / Assist Executive Director						
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. Attend / Prepare Data / Report on Various Meetings (6.0 Months)						
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
C. Continue to Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy, Including Updating Strategy (One (1) Update)	$	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)						
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
E. Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System						
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
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

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: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
H. Continue to Finalize and Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others					
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.)	$ -	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	100.00%	$1,892.16	$1,892.16	$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
I. Continue Public Outreach Meetings (Formal Presentation to Council) with the following Cities (Including Travel and Preparation for Meeting) (4.0 Months):					
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
J. Continue the Oversight of C&M Associates, Inc., in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.0 Months)					
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
K. Continue to Oversee IBTC (4.0 Months)					
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
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Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
L. Continue to Oversee SH 365 (Segment 1, 2 & 3) (Inc. SH 365 at GSA Anzalduas Bridge)(6.0 Months)					
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 USIBWC (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
M. SH 365 Segment No. 4 (US 281 / Military) (6.0 Months)					
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
N. Implementation of GIS Tools - Phase IA					
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. 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

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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
N. Implementation of GIS Tools - Phase IA (Continued)					
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
O. Implementation of Project Wise					
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 (Install 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
DIRECT EXPENSES					
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

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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
DIRECT EXPENSES (Continued)					
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
Totals	$ 689,834.33		$ 689,834.33	$ 689,834.33	$ -

Amount Due This Invoice $ - ✓

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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: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

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
Totals	$ 81,309.04		$81,309.04	$81,309.04	$0.00

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: 465201/32/XV
Invoice Period: 05/01/2014 - 05/30/2014

DESCRIPTION OF WORK TASK		COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A. Pre- and Post-Workshop						
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. Value Engineering Workshop (Mon-Fri)						
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
DIRECT EXPENSES						
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
Totals	$	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: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
FC 145 - PROJECT MANAGEMENT AND ADMINISTRATION (FC 110 TO FC 160) (5 MONTHS)					
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	$3,388.16	$0.00
QC/QA - Revised Draft Schematic (1 Submittal)	$ 6,046.04	100.00%	$6,046.04	$6,046.04	$0.00
QC/QA - Final Schematic (1 Submittal)	$ 5,331.48	100.00%	$5,331.48	$5,331.48	$0.00
QC/QA - Survey	$ 8,841.36	100.00%	$8,841.36	$8,841.36	$0.00
FC 150 - FIELD SURVEYING AND PHOTOGRAMMETRY					
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
FC 160 -UPDATE SCHEMATIC BASED ON NEW DTM					
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
DIRECT EXPENSES					
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
Totals	$ 346,720.31		$ 346,720.31	$ 346,720.31	$ -

Amount Due This Invoice $ - ✓

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
Replaced by Supplemental Agreement No. 6 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK		COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A. Coordinate / Update / Assist Executive Director						
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	100.00%	$6,123.52	$6,123.52	$0.00
B. Attend / Prepare Data / Report on Various Meetings (6.0 Months) July 1, 2013 through December 31, 2013						
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)	$	3,156.60	100.00%	$3,156.60	$3,156.60	$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.)	$	2,436.32	100.00%	$2,436.32	$2,436.32	$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.)	$	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	100.00%	$2,853.00	$2,853.00	$0.00
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	$	5,132.32	100.00%	$5,132.32	$5,132.32	$0.00
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						
1. Meet / Coordinate With TxDOT Pharr (1 Mtg. @ 2 hrs. / Mtg.)	$	1,728.22	100.00%	$1,728.22	$1,728.22	$0.00
2. Meet / Coordinate With TxDOT Austin (2 Mtgs. @ 10 hrs. / Mtg.)	$	7,579.08	100.00%	$7,579.08	$7,579.08	$0.00
3. Finalize Availability Payments with TxDOT	$	2,566.16	100.00%	$2,566.16	$2,566.16	$0.00
E. Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System from July 1, 2013 to December 31, 2013						
1. Continue to Input Data for Development of Monthly Reports for HCRMA Board (July 1, 2013 thru December 31, 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 July 1, 2013 thru December 31, 2013	$	5,723.64	100.00%	$5,723.64	$5,723.64	$0.00
F. Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy) from July 1, 2013 through December 31, 2013	$	9,684.90	100.00%	$9,684.90	$9,684.90	$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
Replaced by Supplemental Agreement No. 6 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
G. Continue to Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements and Finalize Agreements with each entity					
1. Research/Develop/Assist in Creating and Inputting of Data for Around 485 Parcels within TRZ to Assume Accuracy	$ 62,661.60	100.00%	$62,661.60	$62,661.60	$0.00
H. Continue to Finalize and Implement Public Outreach Program Managing with Assistance from Consultants from July 1, 2013 to December 31, 2013					
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)	$ 11,580.84	100.00%	$11,580.84	$11,580.84	$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 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	100.00%	$1,892.16	$1,892.16	$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
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):					
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
J. Continue the Oversight of C&M Associates, Inc., in Developing the Overweight Corridor Study (6.0 months) from July 1, 2013 to December 31, 2013					
1. Implementation of C&M Overweight Corridor Study	$ 4,367.24	100.00%	$4,367.24	$4,367.24	$0.00
2. Update Strategic Plan for Funding (Project Funding from Overweight Permits / Additional TxDOT Funding/Leverage)	$ 8,544.84	100.00%	$8,544.84	$8,544.84	$0.00
3. Coordinate with development of overweight corridor	$ 7,512.56	100.00%	$7,512.56	$7,512.56	$0.00
K. Continue to Oversee IBTC (6.0 Months) from July 1, 2013 to December 1, 2013					
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	100.00%	$29,862.78	$29,862.78	$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
Replaced by Supplemental Agreement No. 6 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
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	100.00%	$12,163.78	$12,163.78	$0.00
3. Assist HCRMA E.D. to Develop RFQ, Procure Geotechnical Consultant for Geotechnical work for all of IBTC assume one project	$ 4,027.18	100.00%	$4,027.18	$4,027.18	$0.00
4. Continue to Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (6.0 Months)	$ 50,790.94	100.00%	$50,790.94	$50,790.94	$0.00
K. Continue to Oversee IBTC (6.0 Months) from July 1, 2013 to December 1, 2013 (continued)					
5. Oversee IBTC Drainage Studies (Nov. 1, 2013 to Dec. 31, 2013) (2.0 Months) (Delete Future WA)	$ -	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 USIBWC (1) (Combined with SH 365) in El Paso	$ -	0.00%	$0.00	$0.00	$0.00
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) (Delete Future WA)	$ -	0.00%	$0.00	$0.00	$0.00
L. Continue to Oversee SH 365 (Segment 1, 2 & 3) (Inc. SH 365 at GSA Anzalduas Bridge)(6.0 Months) from July 1, 2013 to December 31, 2013					
1. Continue to Oversee Environmental Clearance By Atkins (EA) includes Negotiating Limits to FM 1016 (Assisted by Blanton & Assoc. - Lead)	$ 85,371.13	100.00%	$85,371.13	$85,371.13	$0.00
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	100.00%	$51,171.52	$51,171.52	$0.00
3. Continue to QA/QC Drainage Study (90%)	$ 12,937.22	100.00%	$12,937.22	$12,937.22	$0.00
4. Attend Meeting With USIBWC (1 Mtg. - El Paso) (Including IBTC)	$ 5,544.34	100.00%	$5,544.34	$5,544.34	$0.00
5. Attend Meeting With USACOE (1 Mtg. - HST)	$ 5,544.34	100.00%	$5,544.34	$5,544.34	$0.00
6. Attend Meeting With US Fish & Wildlife (1 Mtg. - RGV) (Included in IBTC)	$ -	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)	$ 22,267.48	100.00%	$22,267.48	$22,267.48	$0.00
9. QA/QC Schematic (100%)	$ 29,264.82	100.00%	$29,264.82	$29,264.82	$0.00
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	100.00%	$3,968.78	$3,968.78	$0.00
12. Hold / Lead Public Involvement Meeting (1 Additional Mtg.) Including Prepare Exhibits (Partial Deletion, Actual meeting in future WA)	$ 3,840.39	100.00%	$3,840.39	$3,840.39	$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	100.00%	$42,197.02	$42,197.02	$0.00
14. Negotiate/Prepare W.A. No. 2 for DOS and Quintanilla for SH 365 (Assist by Aranda & Associates)	$ 71,198.50	100.00%	$71,198.50	$71,198.50	$0.00
15. 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
16. Assist HDR in Developing TIFIA Application (NOT in this supplemental)	$ -	0.00%	$0.00	$0.00	$0.00
M. Continue to Oversee SH 365 Segment No. 4 (US 281 / Military) (6.0 Months) from July 1, 2013 to December 1, 2013					
1. Oversee Environmental Clearance by Atkins (Included in Item L.)	$ -	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
Replaced by Supplemental Agreement No. 6 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
2. Oversee Engineer in Development of Drainage / Utilities / Schematic / Survey / Warrant Studies / Illumination Studies (6.0 Months)	$ 59,802.88	100.00%	$59,802.88	$59,802.88	$0.00
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	100.00%	$24,628.72	$24,628.72	$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
N. Implementation of GIS Tools					
User Requirements					
1. Conduct Stakeholder and Program Management Team GIS user requirements meeting	$ 3,716.08	100.00%	$3,716.08	$3,716.08	$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	$ 621.23	100.00%	$621.23	$621.23	$0.00
Database					
1. Design, load and integrate HCRMA specific GIS data into an ArcGIS Server / SQL Server central database with ProjectWise documents	$ 31,428.96	100.00%	$31,428.96	$31,428.96	$0.00
2. QA/QC existing and HCRMA specific GIS database for compliance with Requirements	$ 4,176.43	100.00%	$4,176.43	$4,176.43	$0.00
1. Develop GIS roadway information management tools on Dannenbaum's application development server	$ 12,629.60	100.00%	$12,629.60	$12,629.60	$0.00
2. Integrate document access through ArcGIS Server website application to documents being managed through ProjectWise	$ 3,788.88	100.00%	$3,788.88	$3,788.88	$0.00
3. QA/QC / unit testing of the GIS roadway information management tools	$ 8,913.68	100.00%	$8,913.68	$8,913.68	$0.00
4. Migrate GIS roadway information management 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
5. Develop GIS roadway information management tools user manual documentation and conduct user training	$ 3,088.30	100.00%	$3,088.30	$3,088.30	$0.00
ROW Acquisition Tools					
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
Utility Adjustment Tools					
1. Develop utility adjustment tools on Dannenbaum's application development server	$ 18,944.40	100.00%	$18,944.40	$18,944.40	$0.00
2. QA/QC / unit testing of the utility adjustment tools	$ 9,228.27	100.00%	$9,228.27	$9,228.27	$0.00
3. Migrate utility adjustment 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 utility adjustment tools user manual documentation and conduct user training	$ 2,773.71	100.00%	$2,773.71	$2,773.71	$0.00
Helpdesk					
1. Tech Support	$ 5,993.12	100.00%	$5,993.12	$5,993.12	$0.00
Data Maintenance					
1. Perform database updates and maintenance to keep information current	$ 46,268.40	100.00%	$46,268.40	$46,268.40	$0.00
O. Implementation of Project Wise					
1. PMC Training (x1 brownbag session via Web)	$ 503.98	100.00%	$503.98	$503.98	$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
Replaced by Supplemental Agreement No. 6 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK		COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
2. On-going Support (6 months)	$	4,736.16	100.00%	$4,736.16	$4,736.16	$0.00
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	100.00%	$3,242.48	$3,242.48	$0.00
4. Develop HCRMA Project Wise and GIS data management business process documentation	$	5,246.28	100.00%	$5,246.28	$5,246.28	$0.00
P. Negotiate Oversee Toll Integrator (Consultants) from July 1, 2013 to December 31, 2013						
1. Finalize Previous Selection / Negotiate / Prepare Contract and WA No. 1 to Develop Overall Toll Strategy for Loop with HDR Assistance	$	2,653.83	100.00%	$2,653.83	$2,653.83	$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)	$	-	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
Q. Develop / Procure / Negotiate Services for various Consultants to be used on SH 365 and IBTC						
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	100.00%	$5,933.78	$5,933.78	$0.00
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	100.00%	$5,933.78	$5,933.78	$0.00
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	100.00%	$5,933.78	$5,933.78	$0.00
R. Value Engineering - IBTC						
Pre- and Post-Workshop						
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	$	18,642.52	100.00%	$18,642.52	$18,642.52	$0.00
Value Engineering Working (Mon-Fri) (IBTC)						
1. Travel time allowance (IBTC)	$	16,378.40	100.00%	$16,378.40	$16,378.40	$0.00
2. VE Workshop (IBTC)	$	86,113.44	100.00%	$86,113.44	$86,113.44	$0.00
R. Additional Tasks Required from September 1, 2013 to December 31, 2013						
1. Additional field effort based on TxDOT Pharr District Comment to Draft EA	$	12,930.43	100.00%	$12,930.43	$12,930.43	$0.00
2. ETT Sharyland Utility / AEP Transmission Project	$	55,061.80	100.00%	$55,061.80	$55,061.80	$0.00
3. VRF Bond sale documentation	$	16,650.45	100.00%	$16,650.45	$16,650.45	$0.00
DIRECT EXPENSES						
Lodging / Hotel ($100.00 / DAY)	$	3,370.00	100.00%	$3,370.00	$3,370.00	$0.00
Meals ($30.00 / DAY)	$	1,320.00	100.00%	$1,320.00	$1,320.00	$0.00
Rental Car	$	1,860.00	100.00%	$1,860.00	$1,860.00	$0.00
Air Travel	$	10,400.00	100.00%	$10,400.00	$10,400.00	$0.00
Parking	$	426.00	100.00%	$426.00	$426.00	$0.00
Mileage	$	215.00	100.00%	$215.00	$215.00	$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
Replaced by Supplemental Agreement No. 6 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
Overnight Mail - letter size	$ 2,250.00	100.00%	$2,250.00	$2,250.00	$0.00
Courier Services	$ 2,600.00	100.00%	$2,600.00	$2,600.00	$0.00
Photocopies B/W (8.5 X 11)	$ 2,120.00	100.00%	$2,120.00	$2,120.00	$0.00
Photocopies B/W (11 X 17)	$ 1,088.30	100.00%	$1,088.30	$1,088.30	$0.00
Photocopies Color (8.5 X 11)	$ 590.00	100.00%	$590.00	$590.00	$0.00
Photocopies Color (11 X 17)	$ 2,000.00	100.00%	$2,000.00	$2,000.00	$0.00
Color Graphics on Foam Board	$ 1,860.00	100.00%	$1,860.00	$1,860.00	$0.00
Newspaper Advertisement	$ -	0.00%	$0.00	$0.00	$0.00
DIRECT EXPENSES (Continued)					
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	100.00%	$90,000.00	$90,000.00	$0.00
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 @ 60 hrs)	$ 12,600.00	100.00%	$12,600.00	$12,600.00	$0.00
Bing Maps Annual Subscription Fee	$ 5,000.00	100.00%	$5,000.00	$5,000.00	$0.00
Management Support Services	$ 48,000.00	100.00%	$48,000.00	$48,000.00	$0.00
Community Action Support	$ 54,000.00	100.00%	$54,000.00	$54,000.00	$0.00
Totals	$ 1,437,465.41		$ 1,437,465.41	$ 1,437,465.41	$ -

Amount Due This Invoice $ - ✓

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

Work Order No. 6:
Supplemental Agreements No. 5 & No. 7 to WO 6 - SUE Services - SH 365

Invoice Number: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
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)					
1. Coordination with SUE Provider, Utility Companies and Surveyors	$ 1,678.91	100.00%	$1,678.91	$1,141.66	$537.25
2. Review of Utility Exposure and Potholing Data	$ 7,925.92	100.00%	$7,925.92	$5,389.63	$2,536.29
Compensable Utility Exposures					
Utility Locating Services	$ 56,950.00	100.00%	$56,950.00	$38,726.00	$18,224.00
Mobilization/Demobilization	$ 2,700.00	100.00%	$2,700.00	$1,836.00	$864.00
Reimbursables (Traffic Control & Per Diem)	$ 3,740.00	100.00%	$3,740.00	$2,543.20	$1,196.80
Non-Compensable Utility Exposures (Permitted)					
Utility Locating Services	$ 38,700.00	100.00%	$38,700.00	$26,316.00	$12,384.00
Mobilization/Demobilization	$ 2,700.00	100.00%	$2,700.00	$1,836.00	$864.00
Reimbursables (Traffic Control & Per Diem)	$ 2,660.00	100.00%	$2,660.00	$1,808.80	$851.20
Subtotal - SA #5	**$ 117,054.83**		**$ 117,054.83**	**$ 79,597.29**	**$ 37,457.54** ✓
Compensable Utility Exposures - SA #7 - Additional 27 Exposures					
Utility Locating Services	$ 46,580.00	95.00%	$44,251.00	$0.00	$44,251.00
Mobilization/Demobilization	$ 2,700.00	95.00%	$2,565.00	$0.00	$2,565.00
Reimbursables (Traffic Control & Per Diem)	$ 4,970.00	95.00%	$4,721.50	$0.00	$4,721.50
Non-Compensable Utility Exposures (Permitted) - SA #7 - Additional 27 Exposures					
Utility Locating Services	$ 9,430.00	95.00%	$8,958.50	$0.00	$8,958.50
Reimbursables (Traffic Control & Per Diem)	$ 1,310.00	95.00%	$1,244.50	$0.00	$1,244.50
Subtotal - SA #7	**$ 64,990.00**		**$ 61,740.50**	**$ -**	**$ 61,740.50** ✓
Totals	**$ 182,044.83**		**$ 178,795.33**	**$ 79,597.29**	**$ 99,198.04**

Amount Due This Invoice $ 99,198.04 ✓

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

July 8, 2014

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

Work Order No. 8 including SWA #1 to WO #8:
Systemwide Management & Project Management Tasks

Invoice Number: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
	SYSTEMWIDE MANAGEMENT					
1	Systemwide General Administrative Support	$27,250.00	100.00%	$27,250.00	$27,250.00	$0.00
2	Cost and Scheduling Controls	$17,500.00	100.00%	$17,500.00	$17,500.00	$0.00
3	Coordination with TxDOT Staff (All Projects)	$14,000.00	100.00%	$14,000.00	$14,000.00	$0.00
4	HCMPO Coordination	$2,000.00	100.00%	$2,000.00	$2,000.00	$0.00
5	Meetings with Stakeholders (All Projects)	$32,000.00	100.00%	$32,000.00	$32,000.00	$0.00
6	Public Outreach	$8,000.00	100.00%	$8,000.00	$8,000.00	$0.00
7	Offsite Drainage Coordination	$34,970.00	100.00%	$34,970.00	$34,970.00	$0.00
8	Overweight / Oversize (OW/OS) Corridor Implementation	$24,600.00	100.00%	$24,600.00	$24,600.00	$0.00
	PROJECT MANAGEMENT					
	Project Management SH 365 (Segment 1: from US 281 to McColl Rd; Segment 2: from McColl Rd to FM 396; Segment 3: Along US 281 to BSIF; and Segment 4: FM 396 to FM 1016)					
A	Manage Federal Environmental Document efforts leading to FONSI (1 consultant @ 6 months)(Segments 1 through 4)(Assisted by Blanton and Associates)	$51,000.00	100.00%	$51,000.00	$51,000.00	$0.00
B	Manage ROW Strip Map and parcel plats (Segment 1: 0031 QHA @ 6 months)	$28,800.00	100.00%	$28,800.00	$28,800.00	$0.00
C	Manage ROW Strip Map and parcel plats (Segments 2 & 4: 0032 & 0034 DLS @ 6 months)	$28,800.00	100.00%	$28,800.00	$28,800.00	$0.00
D	Manage ROW Strip Map and parcel plats (Segment 3: 0033 TEDSI @ 3 months)	$24,000.00	100.00%	$24,000.00	$24,000.00	$0.00
E	Coordinate submittal and processing of final schematic (All Segments)	$9,600.00	100.00%	$9,600.00	$9,600.00	$0.00
F	Manage PS&E (Segment 1: 0031 S&B @ 6 months)	$4,800.00	100.00%	$4,800.00	$4,800.00	$0.00
G	Manage PS&E (Segments 2 & 4: 0032 & 0034 L&G @ 6 months)	$4,800.00	100.00%	$4,800.00	$4,800.00	$0.00
H	Manage PS&E (Segment 3: 0033 TEDSI @ 6 months)	$3,200.00	100.00%	$3,200.00	$3,200.00	$0.00
I	Coordinate ROW Acquisition (Segments 1, 2, and 3)	$13,600.00	100.00%	$13,600.00	$13,600.00	$0.00
J	Coordinate Utility Relocations (Segments 1, 2, 3, and 4)	$6,560.00	100.00%	$6,560.00	$6,560.00	$0.00
	Project Management IBTC (Segment 1: Interchange with SH 365 to Floodway Bridge; Segment 2: Floodway Bridge to Valley View Interchange to I-2; Segment 3: Valley View Interchange to FM 493)					
A	Manage Federal Environmental Document efforts leading to FONSI (1 consultant @ 6 months)(Segments 1 through 3)(Assisted by Blanton and Associates)	$64,000.00	100.00%	$64,000.00	$64,000.00	$0.00
ODC	Direct Expenses	$60,520.00	100.00%	$60,520.00	$60,520.00	$0.00
	TOTALS	$460,000.00	100.00%	$460,000.00	$460,000.00	$0.00

TOTAL DUE WORK ORDER NO. 8: $0.00 ✓

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

Work Order No. 8 including SWA #1 to WO #8:
Systemwide Management & Project Management Tasks

Invoice Number: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
SYSTEMWIDE MANAGEMENT					
1. Systemwide General Administrative Support (including coordination with HCRMA Executive Director's Office)					
A. Briefings on consultant activity, stakeholder coordination, and general RMA business matters	$ 2,250.00	100.00%	$2,250.00	$2,250.00	$0.00
B. Briefings on ideas to mitigate risks or issues that arise during plan design, ROW acquisition, and utility relocations	$ 2,250.00	100.00%	$2,250.00	$2,250.00	$0.00
C. Support for consultant invoice reviews (monthly) (6 Engineers; 5 Surveyors; 1 Environmental)					
1. SH 365 - Environmental (0020 Atkins)	$ 1,325.00	100.00%	$1,325.00	$1,325.00	$0.00
2. SH 365 - Survey (0031 QHA)	$ 1,325.00	100.00%	$1,325.00	$1,325.00	$0.00
3. SH 365 - Survey (0032/0034 DLS)	$ 1,325.00	100.00%	$1,325.00	$1,325.00	$0.00
4. SH 365 - Survey (0033 TEDSI)	$ 1,325.00	100.00%	$1,325.00	$1,325.00	$0.00
5. SH 365 - Engineering (0031 S&B)	$ 2,500.00	100.00%	$2,500.00	$2,500.00	$0.00
6. SH 365 - Engineering (0032/0034 L&G)	$ 2,500.00	100.00%	$2,500.00	$2,500.00	$0.00
7. SH 365 - Engineering (0033 TEDSI)	$ 2,500.00	100.00%	$2,500.00	$2,500.00	$0.00
D. Support for Board packet preparation (planning, finance, and full Board) (monthly)	$ 3,600.00	100.00%	$3,600.00	$3,600.00	$0.00
E. Support for contract management (create contracts, work authorizations, and supplemental agreements)	$ 3,600.00	100.00%	$3,600.00	$3,600.00	$0.00
F. Technical review of legal documents.	$ 2,750.00	100.00%	$2,750.00	$2,750.00	$0.00
2. Cost and Scheduling Controls					
A. Maintain document control efforts to record all HCRMA files (via ProjectWise) (weekly)	$ 4,350.00	100.00%	$4,350.00	$4,350.00	$0.00
B. Keep cost accounting up to date (input cost data)	$ 4,350.00	100.00%	$4,350.00	$4,350.00	$0.00
C. Develop monthly operating cashflows	$ 2,800.00	100.00%	$2,800.00	$2,800.00	$0.00
D. Update of Project Development Strategic Plan for construction cost updates, scheduling updates, revenue sources updates, etc.	$ 2,800.00	100.00%	$2,800.00	$2,800.00	$0.00
E. Provide updated cashflows to financial advisor	$ 1,600.00	100.00%	$1,600.00	$1,600.00	$0.00
F. Review financial plan update results with HCRMA staff	$ 1,600.00	100.00%	$1,600.00	$1,600.00	$0.00
3. Coordination with TxDOT Staff (All Projects)	$ 14,000.00	100.00%	$14,000.00	$14,000.00	$0.00
4. HCMPO Coordination	$ 2,000.00	100.00%	$2,000.00	$2,000.00	$0.00
5. Meetings with stakeholders (All Projects)					
A. HCRMA	$ 6,000.00	100.00%	$6,000.00	$6,000.00	$0.00
B. State	$ 9,500.00	100.00%	$9,500.00	$9,500.00	$0.00
C. Hidalgo County	$ 8,500.00	100.00%	$8,500.00	$8,500.00	$0.00
D. Municipalities	$ 8,000.00	100.00%	$8,000.00	$8,000.00	$0.00
6. Public Outreach	$ 8,000.00	100.00%	$8,000.00	$8,000.00	$0.00
7. Offsite Drainage Coordination					
A. Implement conditions of the Inter Local Agreement	$ 5,345.00	100.00%	$5,345.00	$5,345.00	$0.00
B. Coordinate outfall locations	$ 10,125.00	100.00%	$10,125.00	$10,125.00	$0.00
C. Participate in review for reimbursement agreements and verify scope of work and cost estimates for each outfall project to be funded by HCRMA local funding	$ 19,500.00	100.00%	$19,500.00	$19,500.00	$0.00

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

Work Order No. 8 including SWA #1 to WO #8:
Systemwide Management & Project Management Tasks

Invoice Number: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
8. Overweight / Oversize (OW/OS) Corridor Implementation					
A. Assist in online permitting implementation	$ 3,600.00	100.00%	$3,600.00	$3,600.00	$0.00
B. Attend meetings with OW/OS Corridor Stakeholders					
1. City of Pharr International Bridge Staff (3 Mtgs. @ 2 hrs. / mtg.)	$ 3,000.00	100.00%	$3,000.00	$3,000.00	$0.00
2. DPS Regional Office (2 Mtgs. @ 2 hrs. / mtg.)	$ 2,500.00	100.00%	$2,500.00	$2,500.00	$0.00
3. TxDOT Pharr District (2 Mtgs. @ 2 hrs. / Mtg.)	$ 2,500.00	100.00%	$2,500.00	$2,500.00	$0.00
4. City of McAllen International Bridge Staff (2 Mtgs. @ 2 hrs. / Mtg.)	$ 2,500.00	100.00%	$2,500.00	$2,500.00	$0.00
5. Industry Associations in Mexico (2 Mtgs. @ 2 hrs. / Mtg.)	$ 2,500.00	100.00%	$2,500.00	$2,500.00	$0.00
6. Industry Associations in the U.S. (2 Mtgs. @ 2 hrs. / Mtg.)	$ 2,500.00	100.00%	$2,500.00	$2,500.00	$0.00
C. Manage communications between certified scales and permitting office	$ 5,500.00	100.00%	$5,500.00	$5,500.00	$0.00
PROJECT MANAGEMENT					
1. Project Management SH 365 (Segment 1: from US 281 to McColl Rd; Segment 2: from McColl Rd to FM 396; Segment 3: Along US 281 to BSIF; and Segment 4: FM 396 to FM 1016)					
A. Manage Federal Environmental Document efforts leading to FONSI (1 consultant @ 6 months)(Segments 1 through 4)(Assisted by Blanton and Associates)					
1. Review draft documents	$ 18,000.00	100.00%	$18,000.00	$18,000.00	$0.00
2. Respond to RFI's to complete environmental documents	$ 18,000.00	100.00%	$18,000.00	$18,000.00	$0.00
3. Coordination with TxDOT Pharr District and Austin ENV	$ 15,000.00	100.00%	$15,000.00	$15,000.00	$0.00
B. Manage ROW Strip Map and parcel plats (Segment 1: 0031 QHA @ 6 months)					
1. Final Review of Strip Map (Assisted by Aranda and Associates)	$ 14,400.00	100.00%	$14,400.00	$14,400.00	$0.00
2. Manage Preparation of Parcel Maps (Assisted by Aranda and Associates)	$ 14,400.00	100.00%	$14,400.00	$14,400.00	$0.00
C. Manage ROW Strip Map and parcel plats (Segments 2 & 4: 0032 & 0034 DLS @ 6 months)					
1. Final Review of Strip Map (Assisted by Aranda and Associates)	$ 14,400.00	100.00%	$14,400.00	$14,400.00	$0.00
2. Manage Preparation of Parcel Maps (Assisted by Aranda and Associates)	$ 14,400.00	100.00%	$14,400.00	$14,400.00	$0.00
D. Manage ROW Strip Map and parcel plats (Segment 3: 0033 TEDSI @ 3 months)					
1. Final Review of Strip Map (Assisted by Aranda and Associates)	$ 12,000.00	100.00%	$12,000.00	$12,000.00	$0.00
2. Manage Preparation of Parcel Maps (Assisted by Aranda and Associates)	$ 12,000.00	100.00%	$12,000.00	$12,000.00	$0.00
E. Coordinate submittal and processing of final schematic (All Segments)					
1. To TxDOT - Austin for approval	$ 9,600.00	100.00%	$9,600.00	$9,600.00	$0.00
F. Manage PS&E (Segment 1: 0031 S&B @ 6 months)					
1. Coordination meetings with project managers	$ 4,800.00	100.00%	$4,800.00	$4,800.00	$0.00
G. Manage PS&E (Segments 2 & 4: 0032 & 0034 L&G @ 6 months)					
1. Coordination meetings with project managers	$ 4,800.00	100.00%	$4,800.00	$4,800.00	$0.00
H. Manage PS&E (Segment 3: 0033 TEDSI @ 6 months)					
1. Coordination meetings with project managers	$ 3,200.00	100.00%	$3,200.00	$3,200.00	$0.00

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

Work Order No. 8 Including SWA #1 to WO #8:
Systemwide Management & Project Management Tasks

Invoice Number: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
I. Coordinate ROW Acquisition (Segments 1, 2, and 3)					
1. Coordinate data input into web-based interface server	$ 4,800.00	100.00%	$4,800.00	$4,800.00	$0.00
2. Coordinate with HCRMA Legal Team Title Reports, Appraisals on ROW acquisition	$ 5,200.00	100.00%	$5,200.00	$5,200.00	$0.00
3. Coordinate with ROW - Agent Title Reports, Appraisals on ROW acquisition	$ 3,600.00	100.00%	$3,600.00	$3,600.00	$0.00
J. Coordinate Utility Relocations (Segments 1, 2, 3, and 4)					
1. Manage Subsurface utility exposures SUE (RODS SUE as subconsultant to PMC)	$ 6,560.00	100.00%	$6,560.00	$6,560.00	$0.00
2. Project Management IBTC (Segment 1: Interchange with SH 365 to Floodway Bridge; Segment 2: Floodway Bridge to Valley View Interchange to I-2; Segment 3: Valley View Interchange to FM 493)					
A. Manage Federal Environmental Document efforts leading to FONSI (1 consultant @ 6 months)(Segments 1 through 3)(Assisted by Blanton and Associates)					
1. Review draft documents including development of classification letter	$ 23,500.00	100.00%	$23,500.00	$23,500.00	$0.00
2. Respond to RFI's to complete environmental documents	$ 22,500.00	100.00%	$22,500.00	$22,500.00	$0.00
3. Coordination with TxDOT Pharr District and Austin ENV including development of classification letter	$ 18,000.00	100.00%	$18,000.00	$18,000.00	$0.00
Direct Expenses					
Lodging / Hotel ($100 / day)	$ 250.00	100.00%	$250.00	$250.00	$0.00
Meals ($30 / day)	$ 100.00	100.00%	$100.00	$100.00	$0.00
Rental Car	$ 218.00	100.00%	$218.00	$218.00	$0.00
Parking	$ 62.00	100.00%	$62.00	$62.00	$0.00
Overnight Mail - letter size	$ 1,490.00	100.00%	$1,490.00	$1,490.00	$0.00
Courier Services	$ 2,000.00	100.00%	$2,000.00	$2,000.00	$0.00
Photocopies B/W (8.5 x 11)	$ 1,800.00	100.00%	$1,800.00	$1,800.00	$0.00
Photocopies B/W (11 x 17)	$ 300.00	100.00%	$300.00	$300.00	$0.00
Photocopies Color (8.5 x 11)	$ 900.00	100.00%	$900.00	$900.00	$0.00
Photocopies Color (11 x 17)	$ 1,250.00	100.00%	$1,250.00	$1,250.00	$0.00
Color Graphics on Foam Board	$ 1,250.00	100.00%	$1,250.00	$1,250.00	$0.00
Public Outreach Liaison	$ 10,500.00	100.00%	$10,500.00	$10,500.00	$0.00
Accounting Support Services	$ 7,500.00	100.00%	$7,500.00	$7,500.00	$0.00
IT / Support Services	$ 8,400.00	100.00%	$8,400.00	$8,400.00	$0.00
Community Action Support / Special Projects	$ 24,500.00	100.00%	$24,500.00	$24,500.00	$0.00
Totals	$ 460,000.00		$ 460,000.00	$ 460,000.00	$ -

Amount Due This Invoice $ -

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

July 8, 2014

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

Work Order No. 9
Systemwide Management & Project Management Tasks

Invoice Number: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
	SH 365 (Segments 1 - 4)					
1	Program Management (including Design Management)	$3,630,298.00	18.18%	$659,978.53	$484,738.00	$175,240.53
2	Construction Management	$1,535,255.00	0.00%	$0.00	$0.00	$0.00
	Subtotal SH 365	$5,165,553.00		$659,978.53	$484,738.00	$175,240.53
	IBTC (Segments 1 - 3)					
1	Program Management (including Design Management)	$3,639,973.60	15.59%	$567,429.03	$385,345.14	$182,083.89
2	Construction Management	$1,535,255.00	0.00%	$0.00	$0.00	$0.00
	Subtotal IBTC	$5,175,228.60		$567,429.03	$385,345.14	$182,083.89
	TOTALS	$10,340,781.60	11.87%	$1,227,407.56	$870,083.14	$357,324.42

TOTAL DUE WORK ORDER NO. 9: $357,324.42 ✓

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

Work Order No. 9
Systemwide Management & Project Management Tasks

Invoice Number: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
SH 365 (Segments 1 - 4)					
1. Program Management (including Design Management)					
Dannenbaum Engineering Corporation					
Program Manager	$ 425,325.00	7.69%	$32,717.36	$24,538.02	$8,179.34
Deputy Project Manager	$ 310,583.00	19.94%	$61,934.40	$46,450.80	$15,483.60
QA/QC Officer	$ 28,956.00	36.36%	$10,529.64	$7,897.23	$2,632.41
Senior Engineer (V) - Civil (Review)	$ 77,479.00	30.91%	$23,948.24	$13,382.84	$10,565.40
Senior Engineer (V) - Bridge (Review)	$ 77,479.00	30.91%	$23,948.24	$13,382.84	$10,565.40
Senior Engineer (V) - Hydro (Review)	$ 22,892.00	32.31%	$7,395.78	$4,578.34	$2,817.44
Project Engineer IV - Project Coordination	$ 705,995.00	7.69%	$54,307.28	$40,730.46	$13,576.82
Senior Designer	$ 142,033.00	23.53%	$33,419.60	$25,064.70	$8,354.90
Civil Engineer III - Schedule / Project Controls	$ 258,228.00	21.74%	$56,136.11	$44,908.81	$11,227.30
Civil Engineer III - Utility Engineer	$ 190,864.00	23.53%	$44,909.20	$33,681.90	$11,227.30
Engineer I	$ 167,098.00	10.00%	$16,709.80	$8,354.90	$8,354.90
Administrative Assistant / Document Control	$ 114,882.00	18.18%	$20,887.68	$15,665.76	$5,221.92
Administrative Assistant	$ 38,254.00	25.40%	$9,715.20	$7,286.40	$2,428.80
Direct Expenses	$ 433,350.00	7.69%	$33,340.00	$25,005.00	$8,335.00
Public Outreach Liaison	$ 115,000.00	21.74%	$25,000.00	$20,000.00	$5,000.00
Management Support Services (OW Corridor / Toll Coordination / Utility Coordination)	$ 163,800.00	19.05%	$31,200.00	$23,400.00	$7,800.00
Aranda & Associates, Inc.	$ 275,880.00	44.47%	$122,680.00	$92,010.00	$30,670.00
Blanton & Associates, Inc.	$ 67,200.00	76.19%	$51,200.00	$38,400.00	$12,800.00
Unintech Consulting Engineers, Inc.	$ 15,000.00	0.00%	$0.00	$0.00	$0.00
Subtotal - Program Management (including Design Management)	**$ 3,630,298.00**		**$659,978.53**	**$ 484,738.00**	**$ 175,240.53**
2. Construction Management					
Senior Construction Manager	$ 587,465.00	0.00%	$0.00	$0.00	$0.00
Construction Engineer (Civil)	$ 454,312.00	0.00%	$0.00	$0.00	$0.00
Construction Field Engineer - Scheduler / Project Controls	$ 336,820.00	0.00%	$0.00	$0.00	$0.00
Construction Field Engineer - Assistant Construction Engineer	$ -	0.00%	$0.00	$0.00	$0.00
Administrative Assistant / Document Control	$ 156,658.00	0.00%	$0.00	$0.00	$0.00
Subtotal - Construction Management	**$ 1,535,255.00**		**$ -**	**$ -**	**$ -**
Subtotal SH 365 (Segments 1 - 4)	**$ 5,165,553.00**		**$ 659,978.53**	**$ 484,738.00**	**$ 175,240.53**

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

Work Order No. 9
Systemwide Management & Project Management Tasks

Invoice Number: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
IBTC (Segments 1 - 3)					
1. Program Management (including Design Management)					
Dannenbaum Engineering Corporation					
Program Manager	$ 425,325.00	7.69%	$32,717.36	$24,538.02	$8,179.34
Deputy Project Manager	$ 310,583.00	19.94%	$61,934.61	$46,451.01	$15,483.60
QA/QC Officer	$ 28,956.00	36.36%	$10,529.64	$7,897.23	$2,632.41
Senior Engineer (V) - Civil (Review)	$ 73,958.00	23.81%	$17,609.00	$0.00	$17,609.00
Senior Engineer (V) - Bridge (Review)	$ 73,958.00	23.81%	$17,609.00	$0.00	$17,609.00
Senior Engineer (V) - Hydro (Review)	$ 32,400.00	56.52%	$18,313.36	$11,269.76	$7,043.60
Project Engineer IV - Project Coordination	$ 705,995.00	7.69%	$54,307.28	$40,730.46	$13,576.82
Senior Designer	$ 142,033.00	23.53%	$33,419.60	$25,064.70	$8,354.90
Civil Engineer III - Schedule / Project Controls	$ 235,774.00	14.29%	$33,681.90	$22,454.60	$11,227.30
Civil Engineer III - Utility Engineer	$ 168,409.00	13.33%	$22,454.60	$11,227.30	$11,227.30
Engineer I	$ 167,098.00	10.00%	$16,709.80	$8,354.90	$8,354.90
Administrative Assistant / Document Control	$ 114,882.00	18.18%	$20,887.68	$15,665.76	$5,221.92
Administrative Assistant	$ 38,254.00	25.40%	$9,715.20	$7,286.40	$2,428.80
Direct Expenses	$ 433,348.60	7.69%	$33,340.00	$25,005.00	$8,335.00
Public Outreach Liaison	$ 115,000.00	21.74%	$25,000.00	$20,000.00	$5,000.00
Management Support Services (OW Corridor / Toll Coordination / Utility Coordination)	$ 163,800.00	19.05%	$31,200.00	$23,400.00	$7,800.00
Aranda & Associates, Inc.	$ 224,000.00	28.57%	$64,000.00	$48,000.00	$16,000.00
Blanton & Associates, Inc.	$ 171,200.00	37.38%	$64,000.00	$48,000.00	$16,000.00
Unintech Consulting Engineers, Inc.	$ 15,000.00	0.00%	$0.00	$0.00	$0.00
Subtotal - Program Management (including Design Management)	**$ 3,639,973.60**		**$ 567,429.03**	**$ 385,345.14**	**$ 182,083.89**
2. Construction Management					
Senior Construction Manager	$ 587,465.00	0.00%	$0.00	$0.00	$0.00
Construction Engineer (Civil)	$ 454,312.00	0.00%	$0.00	$0.00	$0.00
Construction Field Engineer - Scheduler / Project Controls	$ 336,820.00	0.00%	$0.00	$0.00	$0.00
Construction Field Engineer - Assistant Construction Engineer	$ -	0.00%	$0.00	$0.00	$0.00
Administrative Assistant / Document Control	$ 156,658.00	0.00%	$0.00	$0.00	$0.00
Subtotal - Construction Management	**$ 1,535,255.00**		**$ -**	**$ -**	**$ -**
Subtotal IBTC (Segments 1 - 3)	**$ 5,175,228.60**		**$ 567,429.03**	**$ 385,345.14**	**$ 182,083.89**
Totals	**$ 10,340,781.60**		**$ 1,227,407.56**	**$ 870,083.14**	**$ 357,324.42**

Amount Due This Invoice **$ 357,324.42** ✓

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

July 8, 2014

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

Work Order No. 10:
IBTC ROW Strip Map Development - Aranda & Associates, Inc.

Invoice Number: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
1	**IBTC ROW Strip Map Development**					
	A. Design, create and define ROW acquisition parcels within proposed ROW route	$156,883.38	60.03%	$94,181.41	$70,636.07	$23,545.34
	1. Update Boundary Base-Survey in area of new location	$22,300.00	60.03%	$13,387.31	$10,040.48	$3,346.83
	2. Update the research and abstract of parent tract vesting deeds & ownership	$10,494.00	60.03%	$6,299.84	$4,724.88	$1,574.96
	3. Research & abstract for easement, ROW & severances within parent tract vesting deeds	$10,494.00	60.03%	$6,299.84	$4,724.88	$1,574.96
	4. Coordinate with ROW design engineer - design of proposed ROW route	$8,402.88	60.03%	$5,044.48	$3,783.36	$1,261.12
	5. Coordination with others to correlate IBTC ROW with FM493 ROW	$8,402.88	60.03%	$5,044.48	$3,783.36	$1,261.12
	6. Field work to survey, measure and gather data as needed	$19,676.00	60.03%	$11,812.05	$8,859.03	$2,953.02
	B. Create & prepare full set of ROW plans including Title Sheet, Parcel Index and Plan Sheets	$49,331.71	60.03%	$29,615.19	$22,211.39	$7,403.80
	TOTALS	$285,984.85	60.03%	$171,684.60	$128,763.45	$42,921.15

TOTAL DUE WORK ORDER NO. 10: $42,921.15 ✓

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

July 8, 2014

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

Work Order No. 11:
IBTC Update Topo Survey due to VE Changes

Invoice Number: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
	Aranda & Associates, Inc.					
1	**Ground Control Survey / Aerial Photogrammetric Survey for IBTC**					
	A. Set and layout target panels	$4,442.40	100.00%	$4,442.40	$4,442.40	$0.00
	B. Survey each target point using RTK/VRS Fast Static GPS Observations	$4,666.86	100.00%	$4,666.86	$4,666.86	$0.00
	C. 3-wire leveling survey across each target	$8,024.90	100.00%	$8,024.90	$8,024.90	$0.00
	D. Prepare &submit report to Photogrammetry Consultant of xyz values of each target	$0.00	0.00%	$0.00	$0.00	$0.00
	Direct Expense - Panel Materials	$1,400.00	100.00%	$1,400.00	$1,400.00	$0.00
	Subtotal - Aranda & Associates, Inc.	**$18,534.16**		**$18,534.16**	**$18,534.16**	**$0.00**
	Aerial Data Service, Inc.					
1	**Ground Control Survey / Aerial Photogrammetric Survey for IBTC**					
	Aerial Photogrammetric Survey	$30,500.00	100.00%	$30,500.00	$30,500.00	$0.00
	Subtotal - Aerial Data Service, Inc.	**$30,500.00**		**$30,500.00**	**$30,500.00**	**$0.00**
	TOTALS	**$49,034.16**	**100.00%**	**$49,034.16**	**$49,034.16**	**$0.00**

TOTAL DUE WORK ORDER NO. 11: **$0.00** ✓

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

July 8, 2014

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

Work Order No. 12:
TRZ No. 2 / HCAD Tax Database Update - Aranda & Associates, Inc.

Invoice Number: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
1	**TRZ / HCAD Tax Database Updating**					
	a. Research and gather property information	$85,701.00	81.40%	$69,758.29	$61,766.06	$7,992.23
	b. Map out properties and input information into HCAD's GIS Database	$0.00	0.00%	$0.00	$0.00	$0.00
	c. Coordination with HCAD for the assignment of R-numbers and the updating of HCAD's records	$94,352.72	81.66%	$77,050.20	$67,990.38	$9,059.82
	TOTALS	**$180,053.72**	**81.54%**	**$146,808.49**	**$129,756.44**	**$17,052.05**

TOTAL DUE WORK ORDER NO. 12: **$17,052.05** ✓

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

July 8, 2014

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

Work Order No. 13:
IBTC Environmental Assessment (Regional Toll Analysis) - C&M Associates, Inc.

Invoice Number: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
	Regional Toll Analysis					
	Project Management / Mobilization	$8,465.86	89.45%	$7,573.06	$4,186.72	$3,386.34
	Transportation System Context	$8,465.86	89.56%	$7,582.31	$3,349.38	$4,232.93
	Environmental Justice	$42,329.28	89.35%	$37,819.15	$25,120.37	$12,698.78
	Documentation and Summary of Assessment and Mitigation	$25,397.56	89.56%	$22,746.92	$10,048.14	$12,698.78
	Direct Expenses	$4,404.00	45.41%	$2,000.00	$2,000.00	$0.00
	TOTALS	$89,062.56	87.27%	$77,721.44	$44,704.61	$33,016.83

TOTAL DUE WORK ORDER NO. 13: $33,016.83 ✓

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

July 8, 2014

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

Work Order No. 14:
Investment Grade Traffic & Revenue Study for SH 365 & IBTC - C&M Associates, Inc.

Invoice Number: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
	Investment Grade Traffic and Revenue Study for SH 365 and IBTC					
	1. Project Management	$13,511.15	60.00%	$8,106.68	$4,053.34	$4,053.34
	2. Review Existing Information	$14,665.94	90.00%	$13,199.34	$13,199.34	$0.00
	3. Field Data Collection and Survey					
	1. Traffic Counts	$7,867.36	95.00%	$7,474.00	$6,687.26	$786.74
	2. OD Survey	$7,973.92	95.00%	$7,575.22	$6,777.83	$797.39
	3. Focus Group SP Survey	$12,053.63	95.00%	$11,450.95	$10,245.58	$1,205.37
	4. Spped Monitoring / Streaming	$6,730.56	95.00%	$6,394.03	$5,720.98	$673.05
	4. Socioeconomic Analysis					
	1. Update socioeconomic forecast	$20,568.84	90.00%	$18,511.96	$11,312.86	$7,199.10
	2. International Trade	$12,364.64	90.00%	$11,128.17	$6,800.55	$4,327.62
	5. Travel Demand Modeling and Toll Diversion					
	1. Travel Demand Model	$29,812.57	82.00%	$24,446.31	$2,086.88	$22,359.43
	2. Toll Diversion Model	$25,704.56	82.00%	$21,077.74	$1,799.32	$19,278.42
	6. Opening Year Traffic					
	1. Opening Year Trip Tables	$10,138.64	60.00%	$6,083.19	$0.00	$6,083.19
	2. Traffic Estimates	$11,435.70	60.00%	$6,861.42	$0.00	$6,861.42
	7. Future Year Forecast					
	1. Future Years Trip Tables	$10,138.64	30.00%	$3,041.59	$1,013.86	$2,027.73
	2. Future Years Traffic Estimates	$11,435.70	30.00%	$3,430.71	$1,143.57	$2,287.14
	8. Sensitivity / Scenario Analysis	$24,421.21	0.00%	$0.00	$0.00	$0.00
	9. Traffic and Revenues Forecast	$26,025.07	0.00%	$0.00	$0.00	$0.00
	10. Documentation	$26,025.07	50.00%	$13,012.54	$9,108.78	$3,903.76
	Direct Expenses - Travel	$4,482.00	27.02%	$1,211.15	$634.03	$577.12
	Traffic Count	$25,000.00	27.02%	$6,755.69	$3,536.56	$3,219.13
	OD Survey (Aisage, US)	$40,000.00	27.02%	$10,809.10	$5,658.49	$5,150.61
	OD Survey (CYMA, Mexico)	$16,000.00	27.02%	$4,323.64	$2,263.40	$2,060.24
	Socioeconomic Study (TXP)	$35,000.00	27.02%	$9,457.96	$4,951.18	$4,506.78
	Phone Interviews	$8,000.00	27.02%	$2,161.82	$1,131.70	$1,030.12
	TOTALS	$399,355.20	49.21%	$196,513.21	$98,125.51	$98,387.70

TOTAL DUE WORK ORDER NO. 14: $98,387.70 ✓

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

July 8, 2014

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

Work Order No. 15:
TIGER IV Grant Application for SH 365 - HDR Engineering, Inc.

Invoice Number: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
	TIGER IV Grant Application for SH 365					
1	Project Management	$9,837.76	100.00%	$9,837.76	$9,837.76	$0.00
2	Project Kick-off Conference Call	$3,587.88	100.00%	$3,587.88	$3,587.88	$0.00
3	Support for Decision-Making Process	$3,587.84	100.00%	$3,587.84	$3,587.84	$0.00
4	Review Available Data for Selected Project	$5,485.96	100.00%	$5,485.96	$5,485.96	$0.00
5	Develop Economic Model	$9,583.08	100.00%	$9,583.08	$9,583.08	$0.00
6	Produce and Validate BCA Results	$5,347.08	100.00%	$5,347.08	$5,347.08	$0.00
7	Summary of Project Risks and Mitigation Strategies	$5,231.36	100.00%	$5,231.36	$5,231.36	$0.00
8	Develop Supplementary Documentation	$10,092.32	100.00%	$10,092.32	$10,092.32	$0.00
9	Prepare & Review Full TIGER IV Application	$24,559.44	100.00%	$24,559.44	$24,559.44	$0.00
	Direct Expenses	$2,943.75	100.00%	$2,943.75	$2,943.75	$0.00
	TOTALS	$80,256.47	100.00%	$80,256.47	$80,256.47	$0.00

TOTAL DUE WORK ORDER NO. 15: $0.00 ✓

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

July 8, 2014

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

Work Order No. 16:
Hydrologic & Hydraulic Study - Civil Systems Engineering, Inc.

Invoice Number: 465201/32/XV
Invoice Period: 06/01/2014 - 06/30/2014

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
	Hydrologic & Hydraulic Study for IBTC & SH 365					
1	Coordination and Meetings	$12,612.60	19.43%	$2,450.00	$0.00	$2,450.00
2	Data Collection and Assimilation	$7,244.16	95.11%	$6,890.00	$0.00	$6,890.00
3	Sites Visits / Field Reconnaissance	$8,408.40	29.73%	$2,500.00	$0.00	$2,500.00
4	LiDAR Data Processing	$15,307.60	78.39%	$12,000.00	$0.00	$12,000.00
5	Outfall Systems Subbasin Delineations	$24,255.00	33.81%	$8,200.00	$0.00	$8,200.00
6	Estimation of Subbasin Hydrologic Parameters & Runoff Computations	$12,504.80	19.99%	$2,500.00	$0.00	$2,500.00
7	Hydrologic & Hydraulic Impact & Mitigation Analysis (8 outfalls to E. Donna Drain	$16,859.92	0.00%	$0.00	$0.00	$0.00
8	Hydrologic & Hydraulic Impact & Mitigation Analysis (7 outfalls to Mission Inlet)	$17,506.72	0.00%	$0.00	$0.00	$0.00
9	Hydrologic & Hydraulic Impact & Mitigation Analysis (15 outfalls to S. Floodwater	$31,973.48	0.00%	$0.00	$0.00	$0.00
10	Floodplain Storage Volume Impact and Mitigation	$13,884.64	0.00%	$0.00	$0.00	$0.00
11	South Floodwater Channel Hydrologic & Hydraulic Modeling (open & closed gate	$10,952.48	0.00%	$0.00	$0.00	$0.00
12	South Floodwater Channel Hydraulic Impact Modeling (Rdway Floodplain Fill & Conveyance Encroachment)	$10,370.36	0.00%	$0.00	$0.00	$0.00
13	Hydraulic Analysis of Equalizing Structures at Donna Lake	$8,516.20	0.00%	$0.00	$0.00	$0.00
14	H&H Report	$19,468.68	0.00%	$0.00	$0.00	$0.00
	Direct Expenses	$5,706.00	0.00%	$0.00	$0.00	$0.00
	TOTALS	$215,571.04	16.02%	$34,540.00	$0.00	$34,540.00

TOTAL DUE WORK ORDER NO. 16: $34,540.00 ✓

ATTACHMENT H-3

Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) June / 2014

Contract #: HCRMA Program Mgmt Consultant Project
Date of Execution: October 27, 2011
Prime Provider: Dannenbaum Engineering Corporation
Work Authorization No. 1

Original Contract Amount: $ 5,000,000.00
Approved Supplemental Agreements: $ 12,417,897.26
Total Contract Amount: $ 17,417,897.26
Work Authorization Amount: $ 909,960.63

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
	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.
Print Name - Company Official /DBE Liaison Officer

Signature

713-520-9570
Phone

July 1, 2014
Date

shari.bricarell@dannenbaum.com
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Fax

ATTACHMENT H-3

Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) June / 2014

Contract #: HCRMA Program Mgmt Consultant Project
Original Contract Amount: $ 5,000,000.00

Date of Execution: _____
Approved Supplemental Agreements: $ 12,417,897.26

Prime Provider: Dannenbaum Engineering Corporation
Total Contract Amount: $ 17,417,897.26

Work Authorization No. 3
Work Authorization Amount: $ 57,750.00

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
*	Aranda & Associates, Inc.	Program Mgmt	$ 57,750.00	100.00%	$ 0.00	$ 43,457.40	$ 14,292.60

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1 Copy with Invoice – Hidalgo County Regional Mobility Authority Office

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Louis H. Jones, Jr., P.E.		713-520-9570	July 1, 2014
Print Name - Company Official /DBE Liaison Officer	Signature	Phone	Date
shari.bricarell@dannenbaum.com		713-527-6442	
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ATTACHMENT H-3

Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) June / 2014

Contract #: HCRMA Program Mgmt Consultant Project
Date of Execution: _____
Prime Provider: Dannenbaum Engineering Corporation
Work Authorization No. 4

Original Contract Amount: $ 5,000,000.00
Approved Supplemental Agreements: $ 12,417,897.26
Total Contract Amount: $ 17,417,897.26
Work Authorization Amount: $ 694,355.85

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
	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
*	Unintech Consulting Engineers	Program Mgmt	$ 0.00	0.00%	$ 0.00	$ 0.00	$ 0.00

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ATTACHMENT H-3

Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) June / 2014

Contract #: HCRMA Program Mgmt Consultant Project
Date of Execution: _____
Prime Provider: Dannenbaum Engineering Corporation
Work Authorization No. 5

Original Contract Amount: $ 5,000,000.00
Approved Supplemental Agreements: $ 12,417,897.26
Total Contract Amount: $ 17,417,897.26
Work Authorization Amount: $ 769,236.96

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
	HDR Engineering, Inc.	Program Mgmt	$ 3,694.92	0.48%	$ 0.00	$ 3,694.92	$ 0.00
*	Blanton & Associates, Inc.	Program Mgmt	$ 8,045.26	1.05%	$ 0.00	$ 8,045.26	$ 0.00
*	Aranda & Associates, Inc.	Program Mgmt	$ 35,109.64	4.56%	$ 0.00	$ 35,109.64	$ 0.00

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July 1, 2014
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ATTACHMENT H-3

Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) June / 2014

Contract #: HCRMA Program Mgmt Consultant Project
Date of Execution: _____
Prime Provider: Dannenbaum Engineering Corporation
Work Authorization No. 6

Original Contract Amount: $ 5,000,000.00
Approved Supplemental Agreements: $ 12,417,897.26
Total Contract Amount: $ 17,417,897.26
Work Authorization Amount: $ 2,886,494.22

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
*	Blanton & Associates, Inc.	Program Mgmt	$ 130,531.88	4.52%	$ 0.00	$ 44,454.74	$ 86,077.14
*	Aranda & Associates, Inc.	Program Mgmt	$ 397,469.80	13.77%	$ 0.00	$ 400,510.64	$ (3,040.84)
*	Barrera Torres Infrastructure, PLLC	Program Mgmt	$ 22,933.66	0.79%	$ 0.00	$ 0.00	$ 22,933.66
*	C&M Associates, Inc.	Program Mgmt	$ 70,000.00	2.43%	$ 0.00	$ 70,000.00	$ 0.00
*	Aerial Data Service	Program Mgmt	$ 63,885.56	2.21%	$ 0.00	$ 63,885.56	$ 0.00
	HDR Engineering, Inc.	Program Mgmt	$ 218,116.66	7.56%	$ 0.00	$ 124,109.75	$ 94,006.91
	RODS Subsurface Utility Engineering Inc.	SUE Services	$ 172,440.00	5.97%	$ 42,980.00	$ 73,066.00	$ 99,374.00

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ATTACHMENT H-3

Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) June / 2014

Contract #: HCRMA Program Mgmt Consultant Project
Date of Execution: _____
Prime Provider: Dannenbaum Engineering Corporation
Work Authorization No. 8

Original Contract Amount: $ 5,000,000.00
Approved Supplemental Agreements: $ 12,417,897.26
Total Contract Amount: $ 17,417,897.26
Work Authorization Amount: $ 460,000.00

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
*	Blanton & Associates, Inc.	Program Mgmt	$ 76,467.88	16.62%	$ 0.00	$ 12,786.90	$ 63,680.98
*	Aranda & Associates, Inc.	Program Mgmt	$ 107,941.95	23.47%	$ 0.00	$ 55,999.26	$ 51,942.69

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ATTACHMENT H-3

Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) June / 2014

Contract #: HCRMA Program Mgmt Consultant Project
Original Contract Amount: $ 5,000,000.00

Date of Execution: _____
Approved Supplemental Agreements: $ 12,417,897.26

Prime Provider: Dannenbaum Engineering Corporation
Total Contract Amount: $ 17,417,897.26

Work Authorization No. 9
Work Authorization Amount: $ 10,340,781.60

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
*	Blanton & Associates, Inc.	Program Mgmt	$ 238,400.00	2.31%	$ 19,263.48	$ 29,718.46	$ 208,681.54
*	Aranda & Associates, Inc.	Program Mgmt	$ 499,880.00	4.83%	$ 46,670.00	$ 140,010.00	$ 359,870.00
*	Unintech Consulting	Program Mgmt	$ 30,000.00	0.29%	$ 0.00	$ 0.00	$ 30,000.00

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ATTACHMENT H-3

Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) June / 2014

Contract #: HCRMA Program Mgmt Consultant Project
Date of Execution: _____
Prime Provider: Dannenbaum Engineering Corporation
Work Authorization No. 10

Original Contract Amount: $ 5,000,000.00
Approved Supplemental Agreements: $ 12,417,897.26
Total Contract Amount: $ 17,417,897.26
Work Authorization Amount: $ 285,984.85

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
*	Aranda & Associates, Inc.	Program Mgmt	$ 285,984.85	100.00%	$ 42,921.15	$ 128,763.45	$ 157,221.40

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Louis H. Jones, Jr., P.E.		713-520-9570	July 1, 2014
Print Name - Company Official /DBE Liaison Officer	Signature	Phone	Date
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.) June / 2014

Contract #: HCRMA Program Mgmt Consultant Project
Date of Execution: _____
Prime Provider: Dannenbaum Engineering Corporation
Work Authorization No. 11

Original Contract Amount: $ 5,000,000.00
Approved Supplemental Agreements: $ 12,417,897.26
Total Contract Amount: $ 17,417,897.26
Work Authorization Amount: $ 49,034.16

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
*	Aranda & Associates, Inc.	Program Mgmt	$ 18,534.16	37.80%	$ 0.00	$ 18,534.16	$ 0.00
*	Aerial Data Service Inc.	Program Mgmt	$ 30,500.00	62.20%	$ 0.00	$ 30,275.33	$ 224.67

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ATTACHMENT H-3

Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) June / 2014

Contract #: HCRMA Program Mgmt Consultant Project
Original Contract Amount: $ 5,000,000.00

Date of Execution: _____
Approved Supplemental Agreements: $ 12,417,897.26

Prime Provider: Dannenbaum Engineering Corporation
Total Contract Amount: $ 17,417,897.26

Work Authorization No. 12
Work Authorization Amount: $ 180,053.72

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
*	Aranda & Associates, Inc.	Program Mgmt	$ 180,053.72	100.00%	$ 35,330.85	$ 129,756.44	$ 50,297.28

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Louis H. Jones, Jr., P.E.
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Signature

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Phone

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ATTACHMENT H-3

Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) June / 2014

Contract #: HCRMA Program Mgmt Consultant Project
Date of Execution: _____
Prime Provider: Dannenbaum Engineering Corporation
Work Authorization No. 13

Original Contract Amount: $ 5,000,000.00
Approved Supplemental Agreements: $ 12,417,897.26
Total Contract Amount: $ 17,417,897.26
Work Authorization Amount: $ 89,062.56

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
*	C&M Associates, Inc.	Program Mgmt	$ 89,062.56	100.00%	$ 23,352.30	$ 44,704.61	$ 44,357.95

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Louis H. Jones, Jr., P.E.
Print Name - Company Official /DBE Liaison Officer

Signature

713-520-9570
Phone

July 1, 2014
Date

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ATTACHMENT H-3

Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) June / 2014

Contract #: HCRMA Program Mgmt Consultant Project
Date of Execution: _____
Prime Provider: Dannenbaum Engineering Corporation
Work Authorization No. 14

Original Contract Amount: $ 5,000,000.00
Approved Supplemental Agreements: $ 12,417,897.26
Total Contract Amount: $ 17,417,897.26
Work Authorization Amount: $ 399,355.20

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
*	C&M Associates, Inc.	Program Mgmt	$ 399,355.20	100.00%	$ 41,676.92	$ 98,125.51	$ 301,229.69

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Louis H. Jones, Jr., P.E.
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ATTACHMENT H-3

Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) June / 2014

Contract #: HCRMA Program Mgmt Consultant Project
Date of Execution: _____
Prime Provider: Dannenbaum Engineering Corporation
Work Authorization No. 15

Original Contract Amount: $ 5,000,000.00
Approved Supplemental Agreements: $ 12,417,897.26
Total Contract Amount: $ 17,417,897.26
Work Authorization Amount: $ 80,256.47

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
*	HDR Engineering, Inc.	Program Mgmt	$ 80,256.47	100.00%	$ 0.00	$ 80,256.47	$ 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.
Print Name - Company Official /DBE Liaison Officer

Signature

713-520-9570
Phone

July 1, 2014
Date

shari.bricarell@dannenbaum.com
Email

713-527-6442
Fax

ATTACHMENT H-3

Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) June / 2014

Contract #: HCRMA Program Mgmt Consultant Project
Date of Execution: _____
Prime Provider: Dannenbaum Engineering Corporation
Work Authorization No. 16

Original Contract Amount: $ 5,000,000.00
Approved Supplemental Agreements: $ 12,417,897.26
Total Contract Amount: $ 17,417,897.26
Work Authorization Amount: $ 215,571.04

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
*	Civil Systems Engineering, Inc.	H&H	$ 215,571.04	100.00%	$ 0.00	$ 0.00	$ 215,571.04

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.
Print Name - Company Official /DBE Liaison Officer

shari.bricarell@dannenbaum.com
Email

Signature

713-520-9570
Phone

713-527-6442
Fax

July 1, 2014
Date

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
2014 PAYMENT SUMMARY

Sierra Title Company
Title Report Services
International Bridge Trade Corridor

	Invoices										
Billing Date	2/28/2014	3/7/2014	3/14/2014	3/24/2014	3/31/2014	4/4/2014	4/8/2014	4/14/2014	4/21/2014	6/12/2014	Total Paid to Date
Billing Amount	$4,330.00	$4,763.00	$1,299.00	$5,629.00	$4,330.00	$14,289.00	$17,320.00	$7,361.00	$12,990.00	$1,299.00	$69,280.00
										$1,299.00	
										Amount Approved for Payment	

Approved for Payment
Pilar Rodriguez
Executive Director

7/11/2014
Date

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	?	
Contractor	Sierra Title of Hidalgo County	
Project/WA	IBTC	
Invoice #	4945	Date: 6/12/14
Amount	$ 1,299.00	
Date Sent	6/23/2014	

Date Received	
Received by	

Recommendation: X Approval _____ Disapproval
Comments:

Louis Jones, HCRMA Program Manager — Date 7/9/14

Recommendation: P.R Approval _____ Disapproval
Comments:

Pilar Rodriguez, Executive Director — Date 7/11/2014

Please return this form via email to fkoll@hcrma.net

INVOICE

Sierra Title of Hidalgo County

3401 N. 10th St.
McAllen, TX 78501

BILL TO: Hidalgo County Regional Mobility Authority
118 S. Cage Blvd. 4th Floor
Pharr, TX 78577

Invoice Date: June 12, 2014
Payment Due: July 12, 2014
Invoice No: 4945

ATTN: FLOR E. KOLL, PROGRAM ADM

File No: TE-11100
Buyer: HCRMA
Seller:

Sales Amount: 0.00
Loan Amount: 0.00

PROPERTY INFORMATION:

Vol/Bk:
Page:
Lot:
Block:
State:
Subdivision:
County:
Section:
PIN:
Phase:
Town:

Reference: IBTC PROJECT TE-11100 AND 11140-11141

Item Code	Description	Amount
ROT	TE-11100 BLOCKS 2 & 4 GREEN MEADOWS TRACT + OTHER LAND	400.00
ROT	TE-11140 BLOCK 6 GREEN MEADOWS TRACT	400.00
ROT	TE-11141 BLOCK 6 GREEN MEADOWS TRACT	400.00
TAX	SALES TAX 8.25%	99.00
	Total:	**$1,299.00**

Please reference invoice number on check and make payable to Sierra Title.

Pay Only

7/11/2014

Cynthia Luera

From: Silverio Salas <salas@arandaworld.com>
Sent: Tuesday, June 24, 2014 7:56 AM
To: Cynthia Luera
Subject: RE: HCRMA Invoicing - Sierra Title 4945

Approved.

From: Cynthia Luera [mailto:Cynthia.Luera@dannenbaum.com]
Sent: Monday, June 23, 2014 4:46 PM
To: Silverio Salas
Subject: RE: HCRMA Invoicing - Sierra Title 4945

Does this mean its approved? Please advise

From: Silverio Salas [mailto:salas@arandaworld.com]
Sent: Monday, June 23, 2014 4:07 PM
To: Eric Davila; 'Jaime Aranda'
Cc: 'Jorge A. Gonzalez'; Louis Jones; Analy Diaz; Cynthia Luera; 'Tony Aguirre'
Subject: RE: HCRMA Invoicing - Sierra Title 4945

See the attached scanned copy of invoice, We have received title reports.

Thank you

From: Eric Davila [mailto:Eric.Davila@dannenbaum.com]
Sent: Monday, June 23, 2014 2:54 PM
To: Jaime Aranda (arandaj@arandaworld.com)
Cc: Silver Salas Jr (salas@arandaworld.com); Jorge A. Gonzalez (gonzalezj@arandaworld.com); Louis Jones; Analy Diaz; Cynthia Luera; Tony Aguirre ('taguirreconsulting@me.com')
Subject: FW: HCRMA Invoicing - Sierra Title 4945

Aranda,

Please review the attached invoice and responds by end of week. This task should be done once Silver/Martin update the title report exhibit which they should be working on already.

Regards,

Eric Davila, PE, CFM
DANNENBAUM ENGINEERING

From: Flor Koll [mailto:fkoll@hcrma.net]
Sent: Monday, June 23, 2014 2:37 PM
To: Louis Jones
Cc: Eric Davila; Analy Diaz; Cynthia Luera; Gustavo Lopez
Subject: HCRMA Invoicing - Sierra Title 4945

Louis,

Please review the attached invoice and reply with a recommendation NLT July 11th .

Thank you,
Flor

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FLOR E. KOLL
Program Administrator
118 S. Cage Blvd., 4th Floor
P.O. Box 1766
Pharr, Texas 78577
Office: (956) 402-4762
Cell: (956) 310-3766
E-mail: fkoll@hcrma.net

SENT VIA -- GW1.PHARR-TX.GOV -- CITY OF PHARR, TEXAS Disclaimer: If you are not the intended recipient or have received this e-mail in error, please notify me via return e-mail and telephone at 956-402-4000, and permanently delete and purge the original and any copy thereof. This e-mail, with attachments hereto, if any, is intended only for receipt and use by the addressee(s) named herein, and may contain legally privileged and/or confidential information. Regardless of address or routing, if you are not the intended recipient, then you are hereby notified that any use, copying, reproduction, dissemination, distribution, or transmission of this e-mail, and any attachments hereto, is strictly prohibited. Whereas all reasonable steps have been taken to ensure the accuracy and confidentiality of the information and data submitted herein, the City of Pharr and its employees are not liable if information or data is corrupted or does not reach its intended destination.

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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PAYMENT SUMMARY

Sendero
Acquisition Services
International Bridge Trade Corridor

	Invoices	Total Paid to Date
Billing Date	6/30/2014	
Billing Amount	$6,650.00	$6,650.00
	$6,650.00	
	Amount Approved for Payment	

Approved for Payment
Pilar Rodriguez
Executive Director

7/11/2014
Date

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

REQUEST FOR RECOMMENDATION ON PAYMENT

To: Carlos "CJ" Moreno, Land Acquisition Coordinator

Month and Year		
Contractor	Sendero Acquisitons, LP	
Project/WA	IBTC	
Invoice #	6302014HCRMA	Date: 6/30/2014
Amount	$6,650.00	
Date Sent	7/7/2014	

Date Received	
Received by	

Recommendation: ✓ Approval _____ Disapproval

Comments:

Carlos Moreno, Jr., Land Acquisition Coordinator — Date 7/8/14

Recommendation: P.R. Approval _____ Disapproval

Comments:

Pilar Rodriguez, Executive Director — Date 7/11/2014

Please return this form via email to fkoll@hcrma.net

88202.000

P. O. Box 5848
Abilene, TX 79608

325.672.5540 Office
325.672.5549 Fax

INVOICE

Date	Invoice #
6/30/14	6302014HCRMA

Bill To:

HCRMA
Hidalgo County Regional Mobility Authority
118 S. Cage Blvd. 4th floor
Pharr, TX 78577

Terms	Project
Net 30	HCRMA

Item	Quantity	Description	Rate	Amount
Work Authorization 1: Tract 2, Tract 3,	2	Negotiation Service - Intro Letter	$ 350.00	$ 700.00
Work Authorization 2: 264763, 264766, 264767, 264768, 264769, 264770, 264771, 264772, 264773, 264776, 264869, 541539, 264875, 450210, 450209, 450208, 450207	17	Negotiation Service - Intro Letter	$ 350.00	$ 5,950.00

7/11/2014

Remit to: Sendero Acquisitions LP
PO Box 5848 Abilene, TX 79608

TOTAL $ **6,650.00**

Pay Only ↑

Sendero
Acquisitions, LP

223 Nolana Ave, Suite 2A
McAllen, TX 78504

(956) 627- 2298 phone
(956) 627-3785 fax

June 30, 2014

Hand Delivered to HCRMA on 6-30-14

Pilar Rodriguez, PE
Executive Director
Hidalgo County Regional Mobility Authority
118 South Cage Blvd., 4th Floor
Pharr, Texas 78577

Re: Hidalgo County
ROW CSJ: N/A
Highway: International Bridge Trade Corridor
From: Interstate 2
To: San Juan Road, Just North of Las Milpas Road

Dear Mr. Rodriguez,

Enclosed please find copies of the introduction letter packets that were sent certified to the landowner(s) pertaining to the below mentioned parcels or tracts:

264763-John & Joyce M. Curry
264766-T.L. & B.W. Gillen
264767-B.W. & T.L. Gillen
264768-Edward R. & Mary J. Jones
264769-Edward R. & Mary J. Jones
264770-Glen J. & Barbara Parson Sills
264771-Glen J. & Barbara Parson Sills
264772-Glen J. & Barbara Parson Sills
264773-Rodney D. & Linda J. Crouse
264776-Glen J. Sills
264869-David F. & Carrol Zorn
541539-John A. Chalmers, et ux
264875-John A. Chalmers, et ux
450210-Quiet Village II, Association in Trust
450209-Roger & Carol Price
450208-Nona Nowaleski
450207-Armando & Susan Galvan

- (1) Copy of the Introduction Letter-SENT VIA CERTIFIED MAIL
- (1) Copy of Texas Landowner's Bill of Rights
- (1) Copy of Relocation Brochure

Milestones: Negotiations Service $350 upon sending out intro letters

Respectfully,

Carlos Lascurain, R/W-NAC
Sendero Acquisitions, LP
Enclosures

Sendero Acquisitions, LP
223 W. Nolana Ave., Ste. 2A
McAllen, Texas 78504
956.627.2298 Office / 956.627.3785 Fax

June 19, 2014

Mailed to HCRMA on 6-19-14

Pilar Rodriguez, PE
Executive Director
Hidalgo County Regional Mobility Authority
118 South Cage Blvd. 4th Floor
Pharr, Texas 78577

Re: Hidalgo County (Tract 3, Block16, John Closner et al Subdivision)
ROW CSJ: N/A
Highway: International Bridge Trade Corridor
From: Interstate 2
To: San Juan Road, Just North of Las Milpas Road

Dear Mr. Rodriguez,

Enclosed please find copies of the introduction letter packets that were sent certified to the landowner(s) pertaining to the below mentioned parcels or tracts:

Tract 2: Tarriba Properties (Nicanor Garza C.)

(1) Copy of the Introduction Letter-*CERTIFIED MAIL*
(1) Copy of individual survey/Plat
(1) Copy of the Texas Landowner's Bill of Rights

Milestone: Negotiation Service $350 sending out intro letters

Respectfully,

Carlos Lascurain, R/W-NAC
Sendero Acquisitions, LP.

Enclosures

Sendero Acquisitions, LP
223 W. Nolana Ave., Ste. 2A
McAllen, Texas 78504
956.627.2298 Office / 956.627.3785 Fax

June 19, 2014

Mailed to HCRMA on 6-19-14

Pilar Rodriguez, PE
Executive Director
Hidalgo County Regional Mobility Authority
118 South Cage Blvd. 4th Floor
Pharr, Texas 78577

Re: Hidalgo County (Tract 3, Block16, John Closner et al Subdivision)
ROW CSJ: N/A
Highway: International Bridge Trade Corridor
From: Interstate 2
To: San Juan Road, Just North of Las Milpas Road

Dear Mr. Rodriguez,

Enclosed please find copies of the introduction letter packets that were sent certified to the landowner(s) pertaining to the below mentioned parcels or tracts:

Tract 3: Comanche Asset Management Co., LLC (Juan M. Ibarra)

(1) Copy of the Introduction Letter-*CERTIFIED MAIL*
(1) Copy of individual survey/Plat
(1) Copy of the Texas Landowner's Bill of Rights

Milestone: Negotiation Service $350 sending out intro letters

Respectfully,

Carlos Lascurain, R/W-NAC
Sendero Acquisitions, LP.

Enclosures

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
2014 PAYMENT SUMMARY

Leonel Garza & Associates
Appraisal Report Services
International Bridge Trade Corridor

	Invoices	Total Paid to Date
Billing Date	7/7/2014	
Billing Amount	$40,000.00	$40,000.00
	$40,000.00	
	Amount Approved for Payment	

Approved for Payment
Pilar Rodriguez
Executive Director

7/11/2014
Date

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

REQUEST FOR RECOMMENDATION ON PAYMENT

To: Carlos "CJ" Moreno, Land Acquisition Coordinator

Month and Year		
Contractor	Leonel Garza, Jr. & Associates, LLC	
Project/WA	IBTC	
Invoice #	2527	Date: 07/07/2014
Amount	$ 40,000.00	
Date Sent	07/11/2014	

Date Received	
Received by	

Recommendation: ✓ Approval _____ Disapproval

Comments:

Carlos Moreno, Jr., Land Acquisition Coordinator — Date 7/11/14

Recommendation: P.R. Approval _____ Disapproval

Comments:

Pilar Rodriguez, Executive Director — Date 7/11/2014

Please return this form via email to fkoll@hcrma.net

Leonel Garza Jr. & Associates,LLC
1419 Dove Ste. 1
McAllen, TX 78504
Phone # 956-687-7295

TIN# 74-2948770

Invoice

Date	Invoice #
7/7/2014	2527

Hidalgo Co. Regional Mobility Authority
Carlos Moreno
118 S Cage Blvd 4th Floor
Pharr, TX 78577

P.O. No.	Terms	Job
	Due on receipt	Quiet Village

Item	Office File#	Description	Rate	Amount
Right of Way	2995	Quiet Village Lots 43,44, 45 Subject Location: 215 S. Valley View Road #43, Donna, Texas 78537 Owner: John H. Joyce M. Curry	2,500.00	2,500.00
Right of Way	2996	Quiet Village Lot 46 Subject Location: 215 S. Valley View Road #46, Donna, Texas 78537 Owner: T L & B W Gillen	2,500.00	2,500.00
Right of Way	2997	Quiet Village Lot 47 Subject Location: 215 S. Valley View Road #47, Donna, Texas 78537 Owner: B W & T L Gillen	2,500.00	2,500.00
Right of Way	2998	Quiet Village Lots 48 and 49 Subject Location: 215 S. Valley View Road #48, Donna, Texas 78537 Owner: Edward R. & Mary J Jones	2,500.00	2,500.00
Right of Way	3000	Quiet Village Lot 50 Subject Location: 215 S. Valley View Road #50, Donna, Texas 78537 Owner: Glen J & Barbara Parson Sills	2,500.00	2,500.00
Right of Way	3001	Quiet Village Lot 51 Subject Location: 215 S. Valley View Road #51, Donna, Texas 78537 Owner: Glen J & Barbara Parson Sills	2,500.00	2,500.00
Right of Way	3011	Quiet Village Lot 57 Subject Location: 215 S. Valley View Road #57, Donna, Texas 78537 Owner: Roger & Carol Price	2,500.00	2,500.00

Total

Fax # 956-687-9236 leonel3@garza-associates.com

Leonel Garza Jr. & Associates,LLC
1419 Dove Ste. 1
McAllen, TX 78504
Phone # 956-687-7295

TIN# 74-2948770

Invoice

Date	Invoice #
7/7/2014	2527

Hidalgo Co. Regional Mobility Authority
Carlos Moreno
118 S Cage Blvd 4th Floor
Pharr, TX 78577

P.O. No.	Terms	Job
	Due on receipt	Quiet Village

Item	Office File#	Description	Rate	Amount
Right of Way	3014	Quiet Village Lot 60 Subject Location: 215 S. Valley View Road #60, Donna, Texas 78537 Owner: William H. & Patricia Shawley Revocable Living Trust	2,500.00	2,500.00
Right of Way	2999	Quiet Village Lot 61 Subject Location: 215 S. Valley View Road #61, Donna, Texas 78537 Owner: William H. & Patricia Shawley Revocable Living Trust	2,500.00	2,500.00
Right of Way	3015	Quiet Village Lot 62 Subject Location: 215 S. Valley View Road #62, Donna, Texas 78537 Owner: Edward R & Mary J Jones	2,500.00	2,500.00
Right of Way	3016	Quiet Village Lot 63 Subject Location: 215 S. Valley View Road #63, Donna, Texas 78537 Owner: Edward R & Mary J Jones	2,500.00	2,500.00
Right of Way	3017	Quiet Village Lot 64 Subject Location: 215 S. Valley View Road #64, Donna, Texas 78537 Owner: Roland & Georgette Fiola	2,500.00	2,500.00
Right of Way	3019	Quiet Village Lot 67 Subject Location: 215 S. Valley View Road #67, Donna, Texas 78537 Owner:	2,500.00	2,500.00
Right of Way	3020	Quiet Village Lot 68 Subject Location: 215 S. Valley View Road #68, Donna, Texas 78537 Owner:	2,500.00	2,500.00

Total

Fax # 956-687-9236 leonel3@garza-associates.com

Leonel Garza Jr. & Associates,LLC
1419 Dove Ste. 1
McAllen, TX 78504
Phone # 956-687-7295

TIN# 74-2948770

Invoice

Date	Invoice #
7/7/2014	2527

Hidalgo Co. Regional Mobility Authority
Carlos Moreno
118 S Cage Blvd 4th Floor
Pharr, TX 78577

P.O. No.	Terms	Job
	Due on receipt	Quiet Village

Item	Office File#	Description	Rate	Amount
Right of Way	3023	Quiet Village Lot 282 Subject Location: 215 S. Valley View Road #282, Donna, Texas 78537 Owner: Don H & Sherry Scott Clayton	2,500.00	2,500.00
Right of Way	3005	Quiet Village Lot 287 Subject Location: 215 S. Valley View Road #287, Donna, Texas 78537 Owner: David F & Carrol Zorn	2,500.00	2,500.00

1 - 7/11/2014

Total $40,000.00

Pay Only

Fax # 956-687-9236 leonel3@garza-associates.com

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PO BOX 8670
MADISON, WI 53708-8670 USA
TEL: 800-356-7388 • FAX: 800-249-9794

INVOICE NO.	INVOICE DATE	PAGE
159478	07/07/14	1

TERMS: NET 30 DAYS

Federal ID # 39-1158981
Dun # 07-613-4584

BILL TO:

Hidalgo County Regional Mobility Auth
Flor E. Koll
P.O. Box 1766

PHARR, TX 78577
U.S.A.

SHIPPED TO:

Hidalgo County Regional Mobili
Flor E. Koll
118 S. Cage Blvd 4th floor

PHARR, TX 78577
U.S.A.

ORDER NO.	ORDER DATE	CUSTOMER NUMBER	LOC.	SALESPERSON
116577	06/27/14	61965	01	86

CUSTOMER P.O. NUMBER	JOB NUMBER	SHIP VIA	FREIGHT
2014-008		UPS GROUND	

ITEM NUMBER / DESCRIPTION	QTY. ORDERED	QTY SHIPPED / RETURNED / QTY BACKORDERED	UNIT PRICE	DISC %	EXTENDED PRICE
		Shipped on: 07/07/2014 Tracking#: 1Z5764540354293459 End Shipment(s)			
RBD5325 CAP, 3-1/4" DOMED TOP FOR 5/8" REBAR LOGO #70250	1,000	1,000 /	3.990 EA		3,990.00
		HIDALGO COUNTY R-O-W MARKER (CENTER CIRCLE PUNCH) DO NOT DISTURB REGIONAL MOBILITY AUTHORITY			
BERNTSEN CAP B BERNTSEN CAP BLUE 2F0	1	1 /	.000 EA		.00

TERMS: NET 30 DAYS
PLEASE PAY FROM THIS INVOICE
THANK YOU FOR YOUR ORDER!

SALE AMOUNT	MISC. CHARGES	FREIGHT	SALES TAX	TOTAL	
3,990.00	.00	334.62	.00	4,324.62	

INVOICE TOTAL / U.S. DOLLARS
4,324.62

Paperware ® by Exact Forms™ To Reorder Forms (614) 410-2602

ORIGINAL INVOICE

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Item 2C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2C**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/14/14**
FINANCE COMMITTEE		**MEETING DATE**	**7/23/14**
TECHNICAL COMMITTEE			

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

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

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

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

4. Budgeted: ___ Yes ___ No X N/A

   Funding Source:

5. Staff Recommendation**: Motion to approve the Financial Report for the Month of June 2014, as presented.**

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

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

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

9. Chief Financial Officer's Recommendation: **X** Approved ___ Disapproved ___ None

10. Executive Director's Recommendation: **X** Approved ___ Disapproved ___ None

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
General Ledger June 2014 General Fund

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
11000.000	**Consolidated Cash - General**			294,089.52			
06/06/14	2.9		To allocate Gen funds distributed from Consolidated Cash		782,117.03		
06/20/14	3.0		To allocate Gen funds distributed from Consolidated Cash		135,220.09		
06/30/14	2.1		To allocate Gen fund disbursements from Consolidated Cash		(6,995.00)		
06/30/14	2.2		To allocated Gen fund disbursement from Consolidated Cash		(31,168.37)		
06/30/14	2.4		To allocated Gen fund disbursements from Consolidated Cash		(146.61)		
				June	879,027.14	1,173,116.66	
					879,027.14		1,173,116.66
11010.000	**FNB-General Operating**			779,391.13			
06/16/14	2.7		To book service chg of 22.50 to Plains Gen for closing acct and transferring to Plains consolidated cash		(22.50)		
06/16/14	36.2		To Close Plain General and transfer to Plains Consolidated Cash		(782,117.03)		
06/30/14	2.5		To close unlocated difference between ending fund bal per Aug and opening fund bal per G/L		1,390.00		
06/30/14	2.6		To restore Cash Stale Checks		1,358.40		
				June	(779,391.13)	0.00	
					(779,391.13)		0.00
11020.000	**TexStar General Op**			3,358,992.29			
06/30/14	36.3		Interest deposit to TexStar bank account		88.83		
				June	88.83	3,359,081.12	
					88.83		3,359,081.12
11040.000	**Plains Cap - Loop**			0.00			
					0.00		0.00
11041.000	**TexStar - Vehicle Registration**			0.00			
					0.00		0.00
11120.000	**Due from LRGVDC**			(1,027.86)			
					0.00		(1,027.86)
11130.000	**Accounts Receivable - VR Fees**			472,600.00			
06/20/14	36.1		Wire in for excess VR fees		(135,220.09)		
06/30/14	6.09	J	To record transfer of VR fees to debt service MM Federated Mutual Fund		(337,379.91)		
06/30/14	6.10	J	To accrue VR fees for June		445,820.00		
				June	(26,780.00)	445,820.00	
					(26,780.00)		445,820.00

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
11180.000	**Construction in Progress**			44,028,677.37			
06/30/14	6.08	J	To capitalize costs for June		1,790,748.07		
				June	1,790,748.07	45,819,425.44	
					1,790,748.07		45,819,425.44
11200.000	**Equipment**			3,625.56			
					0.00		3,625.56
11210.000	**Furniture & Fixtures**			10,816.57			
					0.00		10,816.57
11220.000	**Computer equipment/software**			13,652.07			
					0.00		13,652.07
11230.000	**Accumulated Depreciation**			(2,357.35)			
					0.00		(2,357.35)
12120.000	**Accounts Payable**			(36,667.96)			
06/30/14	6.05	J	To reverse May accrued expenses		36,667.96		
06/30/14	6.06	J	To accrue June expenses paid in July		(208,676.87)		
				June	(172,008.91)	(208,676.87)	
					(172,008.91)		(208,676.87)
12140.000	**Note Payable-Hidalgo Co**			(200,000.00)			
					0.00		(200,000.00)
12142.000	**Bonds Payable - Long-Term Portion**			(61,600,000.00)			
					0.00		(61,600,000.00)
12143.000	**Unamortized Premium on Bonds**			(2,261,601.74)			
06/30/14	6.04	J	To amortize 1 months' premium on bond		6,388.70		
				June	6,388.70	(2,255,213.04)	
					6,388.70		(2,255,213.04)
12146.000	**Accrued Interest Payable**			(121,072.45)			
06/30/14	6.02	J	To accrue interest on Hidalgo Co note for May		(1,416.67)		
				June	(1,416.67)	(122,489.12)	
					(1,416.67)		(122,489.12)
14000.000	**Fund Balance**			22,968,533.27			
06/30/14	2.5		To close unlocated difference between ending fund bal per aug and opening fund bal per G/L		(1,390.00)		
				June	(1,390.00)	22,967,143.27	
					(1,390.00)		22,967,143.27

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
15040.000	**Vehicle Registration Fees**			(2,647,310.00)			
06/30/14	6.10	J	To accrue VR fees for June		(445,820.00)		
				June	(445,820.00)	(3,093,130.00)	
					(445,820.00)		(3,093,130.00)
15055.000	**Overweight/Oversized Permit Fees**			(9.00)			
					0.00		(9.00)
15060.000	**Interest Income**			(85.18)			
					0.00		(85.18)
15061.000	**Interest Income - TexSTAR**			(380.60)			
06/30/14	36.3		Interest deposit to TexStar bank account		(88.83)		
				June	(88.83)	(469.43)	
					(88.83)		(469.43)
16020.000	**Capitalized Transfers**			18,565.75			
06/30/14	6.08	J	To capitalize costs for June		6,388.70		
				June	6,388.70	24,954.45	
					6,388.70		24,954.45
16070.000	**Contractual Adm/IT Services**			1,680.00			
					0.00		1,680.00
16100.000	**Dues & Subscriptions**			27,280.01			
06/16/14	1068	V	Jerry Dale		860.01		
06/30/14	6.05	J	To reverse May accrued expenses		(860.01)		
				June	0.00	27,280.01	
					0.00		27,280.01
16200.000	**Wages & Benefits**			133,033.95			
06/16/14	1062	V	City of McAllen		16,617.48		
06/16/14	1063	V	City of McAllen		719.86		
06/30/14	6.05	J	To reverse May accrued expenses		(16,617.48)		
06/30/14	6.05	J	To reverse May accrued expenses		(719.86)		
06/30/14	6.06	J	To accrue June expenses paid in July		20,653.04		
06/30/14	6.06	J	To accrue June expenses paid in July		177,959.30		
06/30/14	6.06	J	To accrue June expenses paid in July		496.24		
				June	199,108.58	332,142.53	
					199,108.58		332,142.53
16400.000	**Advertising**			3,459.60			
					0.00		3,459.60
16500.000	**Training**			50.00			
06/30/14	2.6		To restore Cash Stale Checks		(580.00)		

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
16500.000	**Training (cont.)**						
				June	(580.00)	(530.00)	
					(580.00)		(530.00)
16600.000	**Travel**			6,169.07			
06/16/14	1058	V	A Fast Delivery		95.00		
06/16/14	1059	V	A Fast Delivery		156.25		
06/16/14	1061	V	Celia Gaona		388.92		
06/16/14	1067	V	Dennis Burleson		294.35		
06/30/14	6.05	J	To reverse May accrued expenses		(95.00)		
06/30/14	6.05	J	To reverse May accrued expenses		(156.25)		
06/30/14	6.05	J	To reverse May accrued expenses		(388.92)		
06/30/14	6.06	J	To accrue June expenses paid in July		47.50		
06/30/14	6.06	J	To accrue June expenses paid in July		133.75		
06/30/14	6.06	J	To accrue June expenses paid in July		60.34		
06/30/14	6.06	J	To accrue June expenses paid in July		319.68		
06/30/14	6.06	J	To accrue June expenses paid in July		357.00		
06/30/14	6.06	J	To accrue June expenses paid in July		434.25		
				June	1,646.87	7,815.94	
					1,646.87		7,815.94
16620.000	**Printing & Publications**			29.37			
06/16/14	1060	V	Celia Gaona		29.37		
06/16/14	1071	V	Office Depot		168.36		
06/30/14	6.05	J	To reverse May accrued expenses		(29.37)		
				June	168.36	197.73	
					168.36		197.73
17030.000	**XXBank Service Charges**			0.00			
06/16/14	2.7		To book service chg of 22.50 to Plains Gen for closing acct and transferring to Plains consolidated cash		22.50		
				June	22.50	22.50	
					22.50		22.50
17036.000	**Premium Amortization**			(31,943.50)			
06/30/14	6.04	J	To amortize 1 months' premium on bond		(6,388.70)		
				June	(6,388.70)	(38,332.20)	
					(6,388.70)		(38,332.20)
17050.000	**Accounting Fees**			28,387.50			
06/16/14	1073	V	Salinas Allen & Schmitt		1,700.00		
06/30/14	6.05	J	To reverse May accrued expenses		(1,700.00)		
06/30/14	6.06	J	To accrue June expenses paid in July		850.00		
				June	850.00	29,237.50	
					850.00		29,237.50
17100.000	**Legal**			18,219.26			

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
17100.000	**Legal (cont.)**						
06/16/14	130	V	Bracewell & Guiliani, LLP		1,015.00		
06/16/14	131	V	Law Office of Daniel G Rios		1,080.00		
06/30/14	2.6		To restore Cash Stale Checks		(538.68)		
06/30/14	6.05	J	To reverse May accrued expenses		(1,015.00)		
06/30/14	6.05	J	To reverse May accrued expenses		(3,470.39)		
06/30/14	6.05	J	To reverse May accrued expenses		(1,080.00)		
06/30/14	6.06	J	To accrue June expenses paid in July		420.84		
06/30/14	6.06	J	To accrue June expenses paid in July		1,140.00		
				June	(2,448.23)	15,771.03	
					(2,448.23)		15,771.03
17120.000	**Financial Consulting Fees**			24,526.32			
06/16/14	128	V	Jerry Dale		4,750.00		
06/16/14	1074	V	Sonia Martinez		206.32		
06/30/14	6.05	J	To reverse May accrued expenses		(4,750.00)		
06/30/14	6.05	J	To reverse May accrued expenses		(206.32)		
06/30/14	6.06	J	To accrue June expenses paid in July		4,750.00		
				June	4,750.00	29,276.32	
					4,750.00		29,276.32
17140.000	**Office Supplies**			2,441.43			
06/16/14	1069	V	Office Depot		84.01		
06/16/14	1070	V	Office Depot		32.70		
06/30/14	6.05	J	To reverse May accrued expenses		(84.01)		
				June	32.70	2,474.13	
					32.70		2,474.13
17150.000	**Rent - Office**			8,032.32			
06/16/14	1064	V	City of Pharr		1,000.00		
				June	1,000.00	9,032.32	
					1,000.00		9,032.32
17151.000	**Rent - Office Equipment**			3,621.40			
06/16/14	1066	V	Dahill		905.35		
06/30/14	6.05	J	To reverse May accrued expenses		(905.35)		
				June	0.00	3,621.40	
					0.00		3,621.40
17160.000	**Contractual Website Services**			5,340.00			
06/16/14	129	V	Pena Designs		150.00		
06/16/14	1065	V	City of Pharr		4,440.00		
06/30/14	6.05	J	To reverse May accrued expenses		(4,440.00)		
06/30/14	6.05	J	To reverse May accrued expenses		(150.00)		
06/30/14	6.06	J	To accrue June expenses paid in July		10.00		
				June	10.00	5,350.00	
					10.00		5,350.00

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
17220.000	**XXTelephone**			179.32			
06/17/14	1075	V	Verizon		146.61		
06/30/14	2.6		To restore Cash Stale Checks		(239.72)		
				June	(93.11)	86.21	
					(93.11)		86.21
17310.000	**Miscellaneous**			13,621.98			
06/16/14	1072	V	Plains Capital Bank		3,470.39		
06/30/14	6.06	J	To accrue June expenses paid in July		1,044.93		
				June	4,515.32	18,137.30	
					4,515.32		18,137.30
17320.000	**Interest Expense**			7,083.35			
06/30/14	6.02	J	To accrue interest on Hidalgo Co note for May		1,416.67		
				June	1,416.67	8,500.02	
					1,416.67		8,500.02
18500.000	**Capital Outlay**			13,377.75			
					0.00		13,377.75
19990.000	**Transfers In - General Fund**			(678,076.18)			
					0.00		(678,076.18)
19992.000	**Transfers Out to Bond Fund**			496,310.64			
					0.00		496,310.64
19993.000	**Transfers Out to Debt**			1,661,176.98			
06/30/14	6.09	J	To record transfer of VR fees to debt service MM Federated Mutual Fund		337,379.91		
				June	337,379.91	1,998,556.89	
					337,379.91		1,998,556.89

Range of Periods Specified:

Total Profit/(Loss) (101,870.74)

Number of Transactions 83

The General Ledger is in balance 0.00

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
General Ledger June 2014 Consolidated Cash

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
91000.000	**Consolidated Cash**			401,907.05			
06/06/14	36		Deposit from State Grant		187,467.05		
06/16/14	1		Cash Disbursements		(6,995.00)		
06/16/14	1		Cash Disbursements		(31,168.37)		
06/16/14	36.2		To Close Plain General and transfer to Plains Consolidated Cash		782,117.03		
06/17/14	1		Cash Disbursements		(146.61)		
06/20/14	36.1		Wire in for excess VR fees		135,220.09		
				June	1,066,494.19	1,468,401.24	
					1,066,494.19		1,468,401.24
91010.000	**Consolidated Cash - Contra**			(401,907.05)			
06/06/14	2.8		To allocate Gen funds distributed from Consolidated Cash		(187,467.05)		
06/06/14	2.9		To allocate Gen funds distributed from Consolidated Cash		(782,117.03)		
06/20/14	3.0		To allocate Gen funds distributed from Consolidated Cash		(135,220.09)		
06/30/14	2.1		To allocate Gen fund disbursements from Consolidated Cash		6,995.00		
06/30/14	2.2		To allocated Gen fund disbursement from Consolidated Cash		31,168.37		
06/30/14	2.4		To allocated Gen fund disbursements from Consolidated Cash		146.61		
				June	(1,066,494.19)	(1,468,401.24)	
					(1,066,494.19)		(1,468,401.24)

Range of Periods Specified:

Total Profit/(Loss) 0.00

Number of Transactions 12

The General Ledger is in balance 0.00

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
General Ledger June 2014 Bond Construction Fund

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
81000.000	**Plains -VRF Bond Construction**			100.00			
					0.00		100.00
81020.000	**Wilmington - Bond Construction Fund 20**			46,652,207.68			
06/16/14	1		Cash Disbursements		(1,466,686.31)		
06/30/14	6.01	J	To reecord interest on Wilmington Trust account		1,108.64		
				June	(1,465,577.67)	45,186,630.01	
					(1,465,577.67)		45,186,630.01
82120.000	**Accounts Payable**			(1,466,686.31)			
06/30/14	6.05	J	To reverse May accrued expenses		1,466,686.31		
06/30/14	6.06	J	To accrue June expenses paid in July		(1,797,136.77)		
				June	(330,450.46)	(1,797,136.77)	
					(330,450.46)		(1,797,136.77)
84000.000	**Fund Balance**			(52,032,910.74)			
					0.00		(52,032,910.74)
85061.000	**Interest Income - TexSTAR**			(6,568.15)			
06/30/14	6.01	J	To reecord interest on Wilmington Trust account		(1,108.64)		
				June	(1,108.64)	(7,676.79)	
					(1,108.64)		(7,676.79)
86020.000	**Capitalized Transfers**			(5,458,200.28)			
06/30/14	6.08	J	To capitalize costs for June		(1,797,136.77)		
				June	(1,797,136.77)	(7,255,337.05)	
					(1,797,136.77)		(7,255,337.05)
87100.000	**Legal & Professional**			14,673.61			
06/16/14	149	V	Bracewell & Guiliani, LLP		5,320.00		
06/30/14	6.05	J	To reverse May accrued expenses		(5,320.00)		
06/30/14	6.06	J	To accrue June expenses paid in July		3,500.00		
				June	3,500.00	18,173.61	
					3,500.00		18,173.61
87135.000	**Bond Issuance Costs**			17,500.00			
					0.00		17,500.00
87270.000	**Fees**			10.00			
					0.00		10.00
88000.000	**Consulting & Engineering**			1,601,691.25			
06/16/14	151	V	Dannenbaum		512,209.58		
06/30/14	6.05	J	To reverse May accrued expenses		(512,209.58)		

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
88000.000	**Consulting & Engineering (cont.)**						
06/30/14	6.06	J	To accrue June expenses paid in July		682,440.19		
				June	682,440.19	2,284,131.44	
					682,440.19		2,284,131.44
88100.000	**SH 365 - Environmental**			158,654.43			
06/16/14	147	V	Atkins- IBTC		46,973.37		
06/30/14	6.05	J	To reverse May accrued expenses		(46,973.37)		
06/30/14	6.06	J	To accrue June expenses paid in July		12,163.63		
				June	12,163.63	170,818.06	
					12,163.63		170,818.06
88101.000	**SH 365 - Design**			3,548,417.79			
06/16/14	141	V	L&G Consulting Engineers, Inc		12,007.64		
06/16/14	142	V	L&G Consulting Engineers, Inc		310,062.59		
06/16/14	143	V	S&B Infrastructure, LTD		274,020.77		
06/16/14	144	V	TEDSI Infrastructure Gropu, Inc.		91,568.70		
06/16/14	145	V	TEDSI Infrastructure Gropu, Inc.		117,741.46		
06/16/14	146	V	Quintanilla, Headley & Associates		51,840.00		
06/30/14	6.05	J	To reverse May accrued expenses		(12,007.64)		
06/30/14	6.05	J	To reverse May accrued expenses		(310,062.59)		
06/30/14	6.05	J	To reverse May accrued expenses		(274,020.77)		
06/30/14	6.05	J	To reverse May accrued expenses		(91,568.70)		
06/30/14	6.05	J	To reverse May accrued expenses		(117,741.46)		
06/30/14	6.05	J	To reverse May accrued expenses		(51,840.00)		
06/30/14	6.06	J	To accrue June expenses paid in July		14,359.32		
06/30/14	6.06	J	To accrue June expenses paid in July		318,120.32		
06/30/14	6.06	J	To accrue June expenses paid in July		255,161.21		
06/30/14	6.06	J	To accrue June expenses paid in July		168,362.38		
06/30/14	6.06	J	To accrue June expenses paid in July		32,300.00		
				June	788,303.23	4,336,721.02	
					788,303.23		4,336,721.02
88200.000	**IBTC - Environmental**			59,357.76			
06/16/14	148	V	Atkins- IBTC		32,547.20		
06/30/14	6.05	J	To reverse May accrued expenses		(32,547.20)		
06/30/14	6.06	J	To accrue June expenses paid in July		13,861.88		
				June	13,861.88	73,219.64	
					13,861.88		73,219.64
88201.000	**IBTC - Design**			0.00			
06/30/14	6.06	J	To accrue June expenses paid in July		77,803.83		
06/30/14	6.06	J	To accrue June expenses paid in July		163,277.89		
				June	241,081.72	241,081.72	
					241,081.72		241,081.72
88202.000	**IBTC - Acquisition**			72,311.00			
06/30/14	6.06	J	To accrue June expenses paid in July		1,299.00		
06/30/14	6.06	J	To accrue June expenses paid in July		6,650.00		
				June	7,949.00	80,260.00	

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
88202.000	**IBTC - Acquisition (cont.)**						
					7,949.00		80,260.00
88203.000	**IBTC - ROW**			17,120.00			
06/16/14	150	V	Law Office of Daniel G Rios		12,395.00		
06/30/14	6.05	J	To reverse May accrued expenses		(12,395.00)		
06/30/14	6.06	J	To accrue June expenses paid in July		3,512.50		
06/30/14	6.06	J	To accrue June expenses paid in July		40,000.00		
06/30/14	6.06	J	To accrue June expenses paid in July		4,324.62		
				June	47,837.12	64,957.12	
					47,837.12		64,957.12
89990.000	**Transfers In - 2013 VRF from General**			(9,804.05)			
					0.00		(9,804.05)
89992.000	**Transfers Out of 2013 VRF Bond Const F**			9,694.05			
				June	0.00	9,694.05	
					0.00		9,694.05

Range of Periods Specified:

Total Profit/(Loss) 1,108.64

Number of Transactions 44

The General Ledger is in balance 0.00

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
General Ledger June 2014 Debt Service Fund

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
41050.000	**Federated Mutual MM Fund**			1,957,312.44			
06/30/14	6.09	J	To record transfer of VR fees to debt service MM Federated Mutual Fund		337,379.91		
				June	337,379.91	2,294,692.35	
					337,379.91		2,294,692.35
42146.000	**Accrued Interest payable**			(1,383,989.70)			
06/30/14	6.03	J	To accrue interest on VR 2013 bond		(230,664.95)		
				June	(230,664.95)	(1,614,654.65)	
					(230,664.95)		(1,614,654.65)
44000.000	**Fund Balance**			(247,346.05)			
					0.00		(247,346.05)
47031.000	**Interest Expense - VRF 13 Bond**			1,153,324.75			
06/30/14	6.03	J	To accrue interest on VR 2013 bond		230,664.95		
				June	230,664.95	1,383,989.70	
					230,664.95		1,383,989.70
49990.000	**Transfers In -To Debt Service Fund**			(1,632,064.44)			
06/30/14	6.09	J	To record transfer of VR fees to debt service MM Federated Mutual Fund		(337,379.91)		
				June	(337,379.91)	(1,969,444.35)	
					(337,379.91)		(1,969,444.35)
49992.000	**Transfers Out of Debt Service Fund**			152,763.00			
				June	0.00	152,763.00	
					0.00		152,763.00

Range of Periods Specified:

Total Profit/(Loss) 106,714.96

Number of Transactions 4

The General Ledger is in balance 0.00

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
General Ledger June 2014 CP State Grants Fund

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
71000.000	**Consolidated Cash - CP Grants**			107,817.53			
06/06/14	2.8		To allocate Gen funds distributed from Consolidated Cash		187,467.05		
				June	187,467.05	295,284.58	
					187,467.05		295,284.58
75010.000	**Grants - State**			(107,817.53)			
06/06/14	36		Deposit from State Grant		(187,467.05)		
				June	(187,467.05)	(295,284.58)	
					(187,467.05)		(295,284.58)

Range of Periods Specified:

Total Profit/(Loss) 187,467.05

Number of Transactions 2

The General Ledger is in balance 0.00

Item 2D

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2D**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/14/14**
FINANCE COMMITTEE		**MEETING DATE**	**7/23/14**
TECHNICAL COMMITTEE			

2. Agenda Item: **APPROVAL OF QUARTERLY INVESTMENT REPORT FOR THE PERIODS ENDING DECEMBER 31, 2013 AND MARCH 31, 2014.**

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

Consideration and approval of the quarterly investment reports for the periods ending December 31, 2013 and March 31, 2014.

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

4. Budgeted: ___Yes ___No X N/A

Funding Source:

6. Staff Recommendation**: Motion to approve the Quarterly Investment Reports for the periods ending December 31, 2013 and March 31, 2014 as presented.**

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

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

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

9. Chief Financial Officer's Recommendation: **X** Approved ___Disapproved ___None

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Quarterly Investment Report

For Quarter Ending

December 31, 2013

Hidalgo County Regional Mobility Authority
SUMMARY
QUARTERLY INVESTMENT REPORT
For Quarter Ending December 31, 2013

	Treasuries	Agencies	Local Govt Investment Pool	Money Mkt Fund	Total
COST					
Beginning Balance	$ -	$ -	$ 3,797,543	$ -	$ 3,797,543
Additions:					
Purchases	-	-	51,951,871	325,248	52,277,119
Investment Earnings	-	-	1,441	-	1,441
Transfers-In	-	-	3,250,000	-	3,250,000
Deductions:					
Withdrawals	-	-	(3,250,000)	-	(3,250,000)
Transfers-Out	-	-	(1,114,838)	-	(1,114,838)
Maturiies	-	-	-	-	-
Ending Balance	$ -	$ -	$ 54,636,017	$ 325,248	$ 54,961,265
MARKET VALUE					
Beginning Balance	$ -	$ -	$ 3,797,854	$ -	$ 3,797,854
Ending Balance	$ -	$ -	$ 54,638,749	$ 325,270	$ 54,964,019
Weighted Average Maturity			47		47
Weighted Average Yield			0.0399%	0.0100%	0.0372%

Hidalgo County Regional Mobility Authority
DETAIL - HOLDINGS BY FUND
QUARTERLY INVESTMENT REPORT
For Quarter Ending December 31, 2013

Type of Security/Fund	Description	Cusip #	Date Purchased	Date Maturity	Yield	Cost	Purchases	Accrued Interest	Transfer	Adjusted Cost	Market Value
Treasuries											
None											
Local Govt Investment Pool						Beginning					
(TexSTAR)						Balance					
General Operating Fund	As Shown	N/A			0.0399%	147,502	-	11	(68,000)	79,513	79,517
Bond Construction Fund Series2013	As Shown	N/A			0.0399%	-	51,951,871	1,080	(705,460)	51,247,491	51,250,053
Vehicle Registration Fund	As Shown	N/A			0.0399%	400,007	-	231	2,908,622	3,308,860	3,309,025
Loop Project Fund	As Shown	N/A			0.0399%	3,250,034	-	119	(3,250,000)	153	153
Total LGIP (TexSTAR)						3,797,543	51,951,871	1,441	(1,114,838)	54,636,017	54,638,749
Money Market Fund											
Government Obligations	As Shown	6093N807									
Debt Service Fund			12/24/2014		0.0100%	325,248	-	-		325,248	325,270

TexSTAR

Monthly Newsletter – December 2013

Performance

As of December 31, 2013

Current Invested Balance	$4,749,571,555.83
Weighted Average Maturity (1)	47 Days
Weighted Average Maturity (2)	60 Days
Net Asset Value	1.000050
Total Number of Participants	781
Management Fee on Invested Balance	0.05%*
Interest Distributed	$322,399.52
Management Fee Collected	$188,296.66
% of Portfolio Invested Beyond 1 Year	1.16%
Standard & Poor's Current Rating	AAAm

Rates reflect historical information and are not an indication of future performance.

December Averages

Average Invested Balance	$4,434,287,876.14
Average Monthly Yield, on a simple basis	0.0357%
Average Weighted Average Maturity (1)*	52 Days
Average Weighted Average Maturity (2)*	65 Days

Definition of Weighted Average Maturity (1) & (2)

(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.

(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

* The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

Holiday Reminder

In observance of Martin Luther King Jr. holiday, **TexSTAR will be closed Monday, January 20, 2014.** All ACH transactions initiated on Friday, January 17th will settle on Tuesday, January 21st.

In observance of Presidents' Day, **TexSTAR will be closed Monday, February 17, 2014.** All ACH transactions initiated on Friday, February 14th will settle on Tuesday, February 18th.

Investment Forums

TexSTAR and First Southwest were pleased to offer three regional investment forums in December to our participants. These events included several notable speakers who addressed current regulatory and market topics that enabled our participants to be ahead of the curve on many upcoming issues. We would like to thank our TexSTAR Board members who hosted and attended these events in the various locations – Advisory Board members Monte Mercer with the North Central Texas Council of Government who hosted our Arlington conference and Eric Cannon with the Town of Addison, Governing Board President Bill Chapman with the Central Texas Regional Mobility Authority who hosted our Austin conference and Advisory Board member Nicole Conley with Austin ISD, and Governing Board member Kenneth Huewitt with Houston ISD who hosted our Houston conference. We enjoyed seeing our participants at these 2013 events and look forward to expanding these conferences in the future to reach our participants in other areas of the State.

Economic Commentary

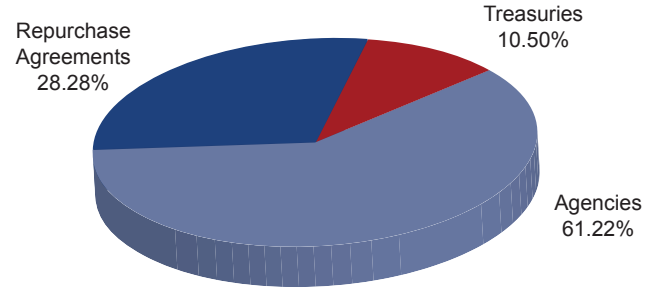
The quarter had an unpromising start, with a federal government shutdown and threats of a debt ceiling breach. Consumer confidence initially plunged; and many feared a sizable economic downturn, including the Fed, as evidenced by their reluctance to taper asset purchases in September. However, these fears proved unwarranted as the economy, led by the consumer, strengthened. Labor markets steadily improved heading into the end of the year. The unemployment rate fell to 7.0%, equity markets hit new record highs, with the S&P 500 Index gaining 30% and the Dow climbing 27% in 2013. The Fed announced on December 18th that it would start to taper its asset purchase program by $10 billion per month, $5 billion less in Treasury securities and $5 billion less in agency MBS starting in January 2014. The tapering announcement was broadly welcomed by equity investors as the decision was a positive signal about the strength of the U.S. economy and a return to more normal monetary policy. The expectations continue to be for subtrend global growth over the next three to six months, but the possibility of above-trend growth in the U.S. has grown. Consumption, investment and diminishing government restraint are leading the U.S. recovery and helping to bring down unemployment. The ongoing improvement in housing is also encouraging. The risks to bond markets have increased moderately. If growth and inflation pressures accelerate at a rate that leads the Fed to consider raising the fed funds target, then a sharp upward move in front-end yields will likely lead to larger bond losses.

This information is an excerpt from an economic report dated December 2013 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

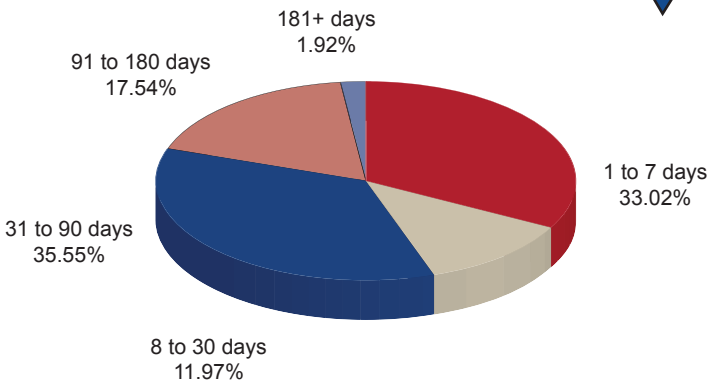
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

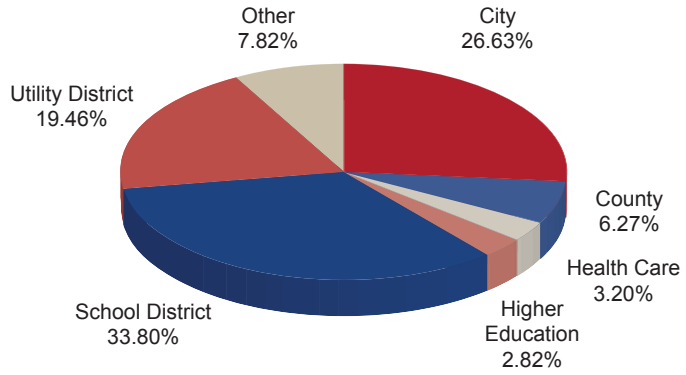
Portfolio by Type of Investment As of December 31, 2013



Portfolio by Maturity As of December 31, 2013



Distribution of Participants by Type As of December 31, 2013



Historical Program Information

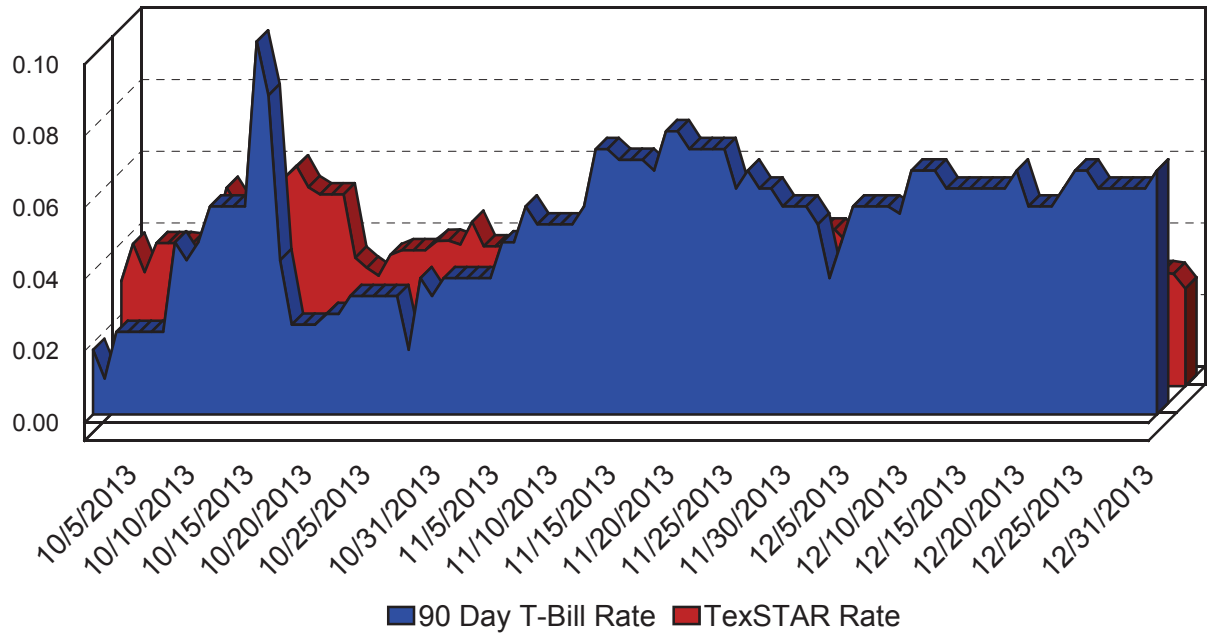
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Dec 13	0.0357%	$4,749,571,555.83	$4,749,808,699.35	1.000050	52	65	781
Nov 13	0.0405%	4,358,778,907.03	4,358,933,052.64	1.000035	52	63	781
Oct 13	0.0434%	4,549,543,382.92	4,549,816,768.31	1.000060	52	63	781
Sep 13	0.0390%	4,545,216,845.55	4,545,590,808.40	1.000082	52	64	781
Aug 13	0.0474%	4,682,919,318.35	4,683,351,916.02	1.000091	52	59	777
Jul 13	0.0487%	4,833,856,137.70	4,834,318,370.27	1.000095	52	56	776
Jun 13	0.0614%	5,173,585,142.53	5,173,948,421.52	1.000070	54	58	775
May 13	0.0723%	5,474,920,318.32	5,475,469,836.81	1.000100	54	59	773
Apr 13	0.1038%	5,496,240,712.35	5,496,953,468.88	1.000129	51	57	773
Mar 13	0.1125%	5,635,357,483.25	5,636,069,051.83	1.000126	52	60	770
Feb 13	0.0996%	6,248,843,373.19	6,249,277,988.81	1.000069	51	58	768
Jan 13	0.1103%	6,030,821,287.69	6,031,600,682.90	1.000129	48	57	767

Portfolio Asset Summary as of December 31, 2013

	Book Value	Market Value
Uninvested Balance	$ (4,175.40)	$ (4,175.40)
Accrual of Interest Income	1,478,720.33	1,478,720.33
Interest and Management Fees Payable	(348,507.47)	(348,507.47)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	1,342,648,000.00	1,342,648,000.00
Government Securities	3,405,797,518.37	3,406,034,661.89
Total	**$ 4,749,571,555.83**	**$ 4,749,808,699.35**

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact TexSTAR Participant Services.

TexSTAR versus 90-Day Treasury Bill



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at $1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill.

Daily Summary for December 2013

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
12/1/2013	0.0437%	0.000001197	$4,358,778,907.03	1.000035	52	67
12/2/2013	0.0404%	0.000001106	$4,380,243,636.05	1.000038	51	66
12/3/2013	0.0384%	0.000001052	$4,399,707,487.86	1.000040	52	66
12/4/2013	0.0356%	0.000000974	$4,355,151,531.62	1.000043	52	66
12/5/2013	0.0375%	0.000001028	$4,345,206,867.41	1.000041	53	68
12/6/2013	0.0363%	0.000000995	$4,309,338,202.94	1.000038	52	67
12/7/2013	0.0363%	0.000000995	$4,309,338,202.94	1.000038	52	67
12/8/2013	0.0363%	0.000000995	$4,309,338,202.94	1.000038	52	67
12/9/2013	0.0364%	0.000000998	$4,255,971,094.09	1.000039	53	68
12/10/2013	0.0353%	0.000000968	$4,285,747,956.42	1.000037	53	67
12/11/2013	0.0301%	0.000000825	$4,283,164,946.79	1.000023	52	67
12/12/2013	0.0284%	0.000000778	$4,275,537,153.49	1.000027	54	69
12/13/2013	0.0271%	0.000000743	$4,427,493,646.91	1.000023	50	64
12/14/2013	0.0271%	0.000000743	$4,427,493,646.91	1.000023	50	64
12/15/2013	0.0271%	0.000000743	$4,427,493,646.91	1.000023	50	64
12/16/2013	0.0408%	0.000001118	$4,380,317,624.53	1.000035	53	67
12/17/2013	0.0406%	0.000001111	$4,410,845,319.88	1.000029	54	69
12/18/2013	0.0451%	0.000001235	$4,396,630,110.83	1.000031	54	68
12/19/2013	0.0450%	0.000001232	$4,410,773,750.05	1.000037	52	66
12/20/2013	0.0424%	0.000001163	$4,418,457,892.83	1.000033	52	66
12/21/2013	0.0424%	0.000001163	$4,418,457,892.83	1.000033	52	66
12/22/2013	0.0424%	0.000001163	$4,418,457,892.83	1.000033	52	66
12/23/2013	0.0373%	0.000001022	$4,452,771,708.67	1.000031	51	64
12/24/2013	0.0342%	0.000000937	$4,575,755,281.38	1.000031	51	63
12/25/2013	0.0342%	0.000000937	$4,575,755,281.38	1.000031	51	63
12/26/2013	0.0312%	0.000000856	$4,585,914,700.93	1.000033	51	64
12/27/2013	0.0318%	0.000000870	$4,623,713,557.57	1.000038	50	63
12/28/2013	0.0318%	0.000000870	$4,623,713,557.57	1.000038	50	63
12/29/2013	0.0318%	0.000000870	$4,623,713,557.57	1.000038	50	63
12/30/2013	0.0313%	0.000000857	$4,648,069,345.33	1.000040	49	62
12/31/2013	0.0272%	0.000000746	$4,749,571,555.83	1.000050	47	60
Average	0.0357%	0.000000977	$4,434,287,876.14		52	65

TexSTAR Participant Services
First Southwest Asset Management, Inc.
325 North St. Paul Street, Suite 800
Dallas, Texas 75201

TexSTAR

TexSTAR Board Members

William Chapman	*Central Texas Regional Mobility Authority*	*Governing Board President*
Nell Lange	*City of Frisco*	*Governing Board Vice President*
Kenneth Huewitt	*Houston ISD*	*Governing Board Treasurer*
Michael Bartolotta	*First Southwest Company*	*Governing Board Secretary*
Joni Freeman	*JP Morgan Chase*	*Governing Board Asst. Sec./Treas.*
Eric Cannon	*Town of Addison*	*Advisory Board*
Nicole Conley	*Austin ISD*	*Advisory Board*
Pamela Moon	*City of Lubbock*	*Advisory Board*
Monte Mercer	*North Central TX Council of Government*	*Advisory Board*
Oscar Cardenas	*Northside ISD*	*Advisory Board*
Stephen Fortenberry	*Plano ISD*	*Advisory Board*
Becky Brooks	*Government Resource Associates, LLC*	*Advisory Board*
Len Santow	*Griggs & Santow*	*Advisory Board*

For more information contact TexSTAR Participant Services ★ 1-800-TEX-STAR ★ www.texstar.org

FirstSouthwest

J.P.Morgan
Asset Management

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Quarterly Investment Report

For Quarter Ending

March 31, 2014

Hidalgo County Regional Mobility Authority
SUMMARY
QUARTERLY INVESTMENT REPORT
For Quarter Ending March 31, 2014

	Treasuries	Agencies	Local Govt Investment Pool	Money Mkt Fund	Total
COST					
Beginning Balance	$ -	$ -	$ 54,636,017	$ 325,248	$ 54,961,265
Additions:					
Purchases	-	-	-	975,744	975,744
Investment Earnings	-	-	4,129	33	4,162
Transfers-In	-	-	-	-	-
Deductions:					
Withdrawals	-	-	(1,878,983)	-	(1,878,983)
Transfers-Out	-	-	-	-	-
Maturiies	-	-	-	-	-
Ending Balance	$ -	$ -	$ 52,761,163	$ 1,301,025	$ 54,062,188
MARKET VALUE					
Beginning Balance	$ -	$ -	$ 54,638,749	$ 325,270	$ 54,964,019
Ending Balance	$ -	$ -	$ 52,764,276	$ 1,301,012	$ 54,065,288
Weighted Average Maturity			49	47	49
Weighted Average Yield			0.0340%	0.0100%	0.0273%

Hidalgo County Regional Mobility Authority
DETAIL - HOLDINGS BY FUND
QUARTERLY INVESTMENT REPORT
For Quarter Ending March 31, 2014

Type of Security/Fund	Description	Cusip #	Date Purchased	Date Maturity	Yield	Beginning Cost	Purchases	Interest	Transfer	Adjusted Cost	Market Value
Treasuries											
None											
Local Govt Investment Pool											
(TexSTAR)											
General Operating Fund	As Shown	N/A		N/A	0.0340%	79,513	-	5	(30,000)	49,518	49,521
Bond Construction Fund Series 2013	As Shown	N/A			0.0340%	51,247,491	-	3,846	(1,848,983)	49,402,354	49,405,269
Vehicle Registration Fund	As Shown	N/A			0.0340%	3,308,860	-	278	-	3,309,138	3,309,333
Loop Project Fund	As Shown	N/A			0.0340%	153	-	-	-	153	153
Total LGIP (TexSTAR)						54,636,017	-	4,129	(1,878,983)	52,761,163	52,764,276
Money Market Fund											
(Federated Govt Obligations)											
Debt Service Fund	As Shown	N/A	Beginning Balance		0.0100%	325,248	975,744	33	-	1,301,025	1,301,012
			1/17/2014			325,248					
			2/21/2014			325,248					
			3/20/2014			325,248					
Total Purchases						975,744					

TexSTAR

Monthly Newsletter – March 2014

Performance

As of March 31, 2014

Current Invested Balance	$5,447,221,784.71
Weighted Average Maturity (1)	49 Days
Weighted Average Maturity (2)	65 Days
Net Asset Value	1.000059
Total Number of Participants	784
Management Fee on Invested Balance	0.05%*
Interest Distributed	$426,760.19
Management Fee Collected	$237,258.48
% of Portfolio Invested Beyond 1 Year	1.45%
Standard & Poor's Current Rating	AAAm

Rates reflect historical information and are not an indication of future performance.

March Averages

Average Invested Balance	$5,587,768,965.54
Average Monthly Yield, on a simple basis	0.0400%
Average Weighted Average Maturity (1)*	51 Days
Average Weighted Average Maturity (2)*	66 Days

Definition of Weighted Average Maturity (1) & (2)

(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.

(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

* The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

New Participants

We would like to welcome the following entity who joined the TexSTAR program in March:

★ City of Glen Rose

Holiday Reminder

In observance of Good Friday, **TexSTAR will be closed Friday, April 18, 2014.** All ACH transactions initiated on Thursday, April 17th will settle on Monday, April 21st. Notification of any early transaction deadlines on the business day preceding this holiday will be sent by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

Economic Commentary

Investors entered 2014 with the expectation that equity markets would continue to rally and bonds would sell-off, yet things turned out a bit different. While developed market equities posted positive returns, these were small compared to the fourth quarter 2013. Meanwhile, bonds outperformed equities and the U.S. Treasuries also strengthened. Concerns about an uneven U.S. economy, a slowdown in the emerging markets, and turmoil in Ukraine benefited U.S. Treasuries during most of the quarter, while emerging market equities and bonds suffered. The Federal Reserve's initiation of its gradual retreat from quantitative easing led to a "liquidity squeeze" in those emerging market countries with weaker current account balances that had relied on the influx of global liquidity over the last few years and a flight to quality in U.S Treasuries. At the March FOMC meeting, the Committee reiterated that the fed funds rate will remain in the current 0 to 25bps range for a considerable time, but in the press conference, Chairwoman Yellen surprised markets when she mentioned that "considerable time" could mean "six months" after asset purchases end. In addition, the Federal Reserve participants' median projections of the fed funds rate were higher than the December 2013 meeting projections for 2015 and 2016. Investors immediate responded by selling U.S. Treasuries, especially shorter maturities.

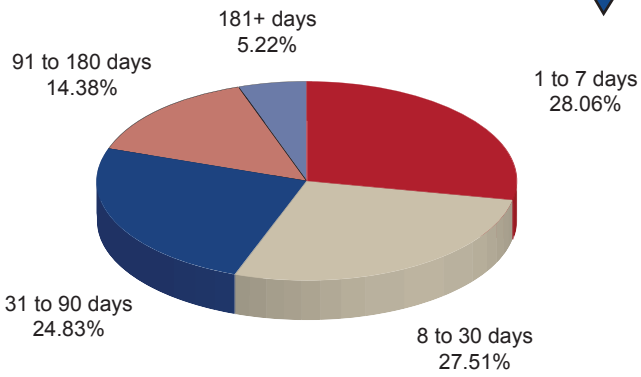
The global economy continues to recover, but not expand, with base case scenario still being sub-trend global growth through the remainder of the year. Economic recovery in the U.S. is broadening, excluding the weather impact, while Europe appears to be stabilizing. However, this optimism is offset by a generally deteriorating trade surplus in Japan and tighter credit conditions in China. Labor market slack in the U.S. remains sufficient to keep inflation at low levels. Inflation risks are to the downside, as deflation is still a very real threat in peripheral Europe, and Japan is exporting its deflation to the U.S. Central banks will remain accommodative until deleveraging is complete or inflation is evident.

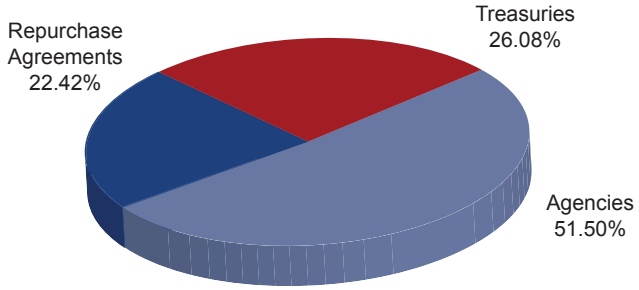
This information is an excerpt from an economic report dated March 2014 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

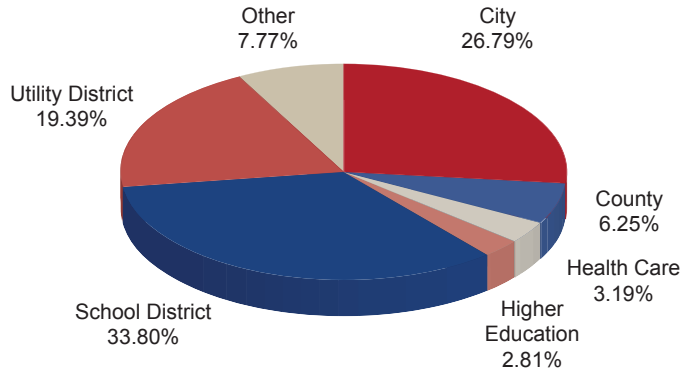
Portfolio by Type of Investment As of March 31, 2014





Portfolio by Maturity As of March 31, 2014

Distribution of Participants by Type As of March 31, 2014



Historical Program Information

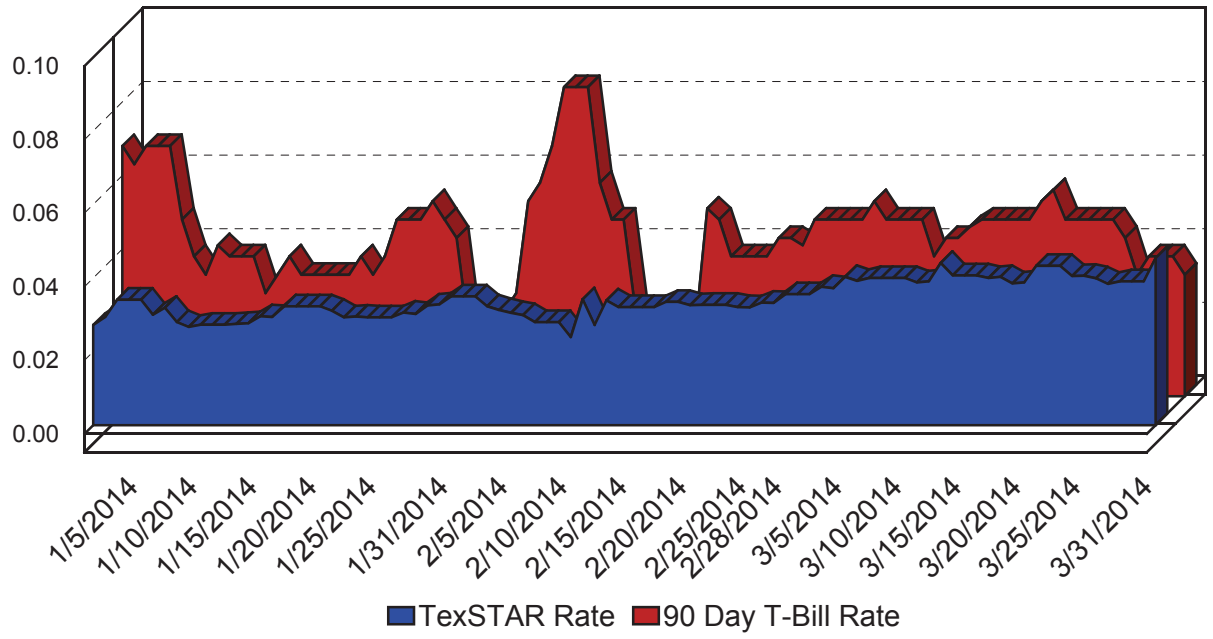
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Mar 14	0.0400%	$5,447,221,784.71	$5,447,546,676.56	1.000059	51	66	784
Feb 14	0.0318%	5,890,162,246.46	5,890,513,830.50	1.000066	49	65	783
Jan 14	0.0303%	5,518,659,649.58	5,518,895,897.21	1.000048	49	64	781
Dec 13	0.0357%	4,749,571,555.83	4,749,808,699.35	1.000050	52	65	781
Nov 13	0.0405%	4,358,778,907.03	4,358,933,052.64	1.000035	52	63	781
Oct 13	0.0434%	4,549,543,382.92	4,549,816,768.31	1.000060	52	63	781
Sep 13	0.0390%	4,545,216,845.55	4,545,590,808.40	1.000082	52	64	781
Aug 13	0.0474%	4,682,919,318.35	4,683,351,916.02	1.000091	52	59	777
Jul 13	0.0487%	4,833,856,137.70	4,834,318,370.27	1.000095	52	56	776
Jun 13	0.0614%	5,173,585,142.53	5,173,948,421.52	1.000070	54	58	775
May 13	0.0723%	5,474,920,318.32	5,475,469,836.81	1.000100	54	59	773
Apr 13	0.1038%	5,496,240,712.35	5,496,953,468.88	1.000129	51	57	773

Portfolio Asset Summary as of March 31, 2014

	Book Value	Market Value
Uninvested Balance	$ (210.76)	$ (210.76)
Accrual of Interest Income	2,330,729.87	2,330,729.87
Interest and Management Fees Payable	(529,662.01)	(529,662.01)
Payable for Investment Purchased	(55,005,555.00)	(55,005,555.00)
Repurchase Agreement	1,233,113,000.00	1,233,113,000.00
Government Securities	4,267,313,482.61	4,267,638,374.46
Total	**$ 5,447,221,784.71**	**$ 5,447,546,676.56**

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact TexSTAR Participant Services.

TexSTAR versus 90-Day Treasury Bill



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at $1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill.

Daily Summary for March 2014

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
3/1/2014	0.0356%	0.000000975	$5,890,162,246.46	1.000066	44	60
3/2/2014	0.0356%	0.000000975	$5,890,162,246.46	1.000066	44	60
3/3/2014	0.0376%	0.000001030	$5,628,872,486.03	1.000066	45	62
3/4/2014	0.0372%	0.000001020	$5,648,164,262.60	1.000060	46	62
3/5/2014	0.0403%	0.000001104	$5,629,385,290.86	1.000057	44	60
3/6/2014	0.0392%	0.000001073	$5,671,399,530.32	1.000057	49	65
3/7/2014	0.0400%	0.000001095	$5,568,571,894.09	1.000047	49	66
3/8/2014	0.0400%	0.000001095	$5,568,571,894.09	1.000047	49	66
3/9/2014	0.0400%	0.000001095	$5,568,571,894.09	1.000047	49	66
3/10/2014	0.0400%	0.000001095	$5,530,876,476.20	1.000046	48	65
3/11/2014	0.0388%	0.000001062	$5,539,755,658.67	1.000052	51	67
3/12/2014	0.0391%	0.000001071	$5,512,075,307.92	1.000051	52	68
3/13/2014	0.0441%	0.000001208	$5,539,989,889.85	1.000052	55	71
3/14/2014	0.0407%	0.000001114	$5,638,072,986.86	1.000047	52	67
3/15/2014	0.0407%	0.000001114	$5,638,072,986.86	1.000047	52	67
3/16/2014	0.0407%	0.000001114	$5,638,072,986.86	1.000047	52	67
3/17/2014	0.0400%	0.000001097	$5,654,242,986.09	1.000046	51	66
3/18/2014	0.0403%	0.000001103	$5,603,963,532.88	1.000043	53	69
3/19/2014	0.0385%	0.000001054	$5,634,928,898.54	1.000039	52	68
3/20/2014	0.0388%	0.000001062	$5,655,607,375.29	1.000042	54	69
3/21/2014	0.0433%	0.000001185	$5,579,011,724.61	1.000045	55	70
3/22/2014	0.0433%	0.000001185	$5,579,011,724.61	1.000045	55	70
3/23/2014	0.0433%	0.000001185	$5,579,011,724.61	1.000045	55	70
3/24/2014	0.0405%	0.000001109	$5,520,160,036.60	1.000036	54	70
3/25/2014	0.0406%	0.000001112	$5,544,219,452.89	1.000041	53	69
3/26/2014	0.0399%	0.000001093	$5,485,635,601.05	1.000042	53	68
3/27/2014	0.0384%	0.000001053	$5,498,305,332.40	1.000057	52	67
3/28/2014	0.0391%	0.000001070	$5,446,246,573.03	1.000052	50	65
3/29/2014	0.0391%	0.000001070	$5,446,246,573.03	1.000052	50	65
3/30/2014	0.0391%	0.000001070	$5,446,246,573.03	1.000052	50	65
3/31/2014	0.0454%	0.000001243	$5,447,221,784.71	1.000059	49	65
Average	0.0400%	0.000001095	$5,587,768,965.54		51	66

TexSTAR Participant Services
First Southwest Asset Management, Inc.
325 North St. Paul Street, Suite 800
Dallas, Texas 75201

TexSTAR

TexSTAR Board Members

William Chapman	*Central Texas Regional Mobility Authority*	*Governing Board President*
Nell Lange	*City of Frisco*	*Governing Board Vice President*
Kenneth Huewitt	*Houston ISD*	*Governing Board Treasurer*
Michael Bartolotta	*First Southwest Company*	*Governing Board Secretary*
Joni Freeman	*JP Morgan Chase*	*Governing Board Asst. Sec./Treas.*
Eric Cannon	*Town of Addison*	*Advisory Board*
Nicole Conley	*Austin ISD*	*Advisory Board*
Pamela Moon	*City of Lubbock*	*Advisory Board*
Monte Mercer	*North Central TX Council of Government*	*Advisory Board*
Oscar Cardenas	*Northside ISD*	*Advisory Board*
Stephen Fortenberry	*Plano ISD*	*Advisory Board*
Becky Brooks	*Government Resource Associates, LLC*	*Advisory Board*

For more information contact TexSTAR Participant Services ★ 1-800-TEX-STAR ★ www.texstar.org

FirstSouthwest

J.P.Morgan
Asset Management

Item 2E

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2E**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/14/14**
FINANCE COMMITTEE		**MEETING DATE**	**7/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014 – 61 – ADOPTION OF A RECORDS RETENTION MANAGEMENT POLICY FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.**

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

   Authorization to adopt a records retention management program consistent with the Local Government Records Act, which requires that each local government must establish an active and continuing records management program.

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

4. Budgeted: ___Yes ___No X N/A

5. Staff Recommendation**: Motion to Approve Resolution 2014-61 – Adoption of a Records Retention Management Program.**

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

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

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

9. Chief Auditor's Recommendation: **X** Approved ___Disapproved ___None

10. Chief Financial Officer's Recommendation: **X** Approved ___Disapproved ___None

11. 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: July 14, 2014

Re: **Adoption of a Records Retention Management Program**

Background
Title 6, Subtitle C, Local Government Code (Local Government Records Act), provides that each local government must establish an active and continuing records management program.

Goal
The HCRMA desires to adopt a plan for that purpose record management and to prescribe policies and procedures consistent with the Local Government Records Act. In order to comply with Title 6, Subtitle C, Local Government Code (Local Government Act), staff is requesting authorization to adopt a records retention management program.

Option
The Board may choose not to approve this authorization.

Recommendation
Based on review by this Office, **approval of Resolution 2014 – 61 – Authorizing adoption of the records retention management program** is recommended.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2014-61

RESOLUTION ADOPTING RECORDS RETENTION MANAGEMENT PROGRAM

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

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

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

WHEREAS**,** Title 6, Subtitle C, Local Government Code (Local Government Records Act), provides that each local government must establish an active and continuing records management program; and

WHEREAS**,** the Hidalgo County Regional Mobility Authority (HCRMA) desires to adopt a plan for that purpose and to prescribe policies and procedures consistent with the Local Government Records Act and in the interests of cost-effective and efficient recordkeeping; and

WHEREAS**,** the HCRMA Board of Directors hereby approves the records retention schedule, as set forth;

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

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

Section 2. All documents, papers, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, or other information recording media, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by the HCRMA or any of its officers or employees pursuant to law or in the transaction of public business are hereby declared to be the records of the HCRMA and shall be created, maintained, and disposed of in accordance with the provisions of this ordinance or procedures authorized by it and in no other manner.

Section 3. All records as defined in Sec. 1 of this plan are hereby declared to be the property of the HCRMA. No official or employee of the HCRMA has, by virtue of his or her position, any personal or property right to such records even though he or she may have developed or compiled them. The unauthorized destruction, removal from files, or use of such records is prohibited.

Section 4. It is hereby declared to be the policy of the HCRMA to provide for efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all records of this office through a comprehensive system of integrated procedures for the management of records from their creation to their ultimate disposition, consistent with the requirements of the Local Government Records Act and accepted records management practice.

Section 5. The Program Administrator will serve as records management officer for the HCRMA as provided by law and will ensure that the maintenance, destruction, electronic storage, or other disposition of the records of this office are carried out in accordance with the requirements of the Local Government Records Act.

Section 6. Appropriate records control schedules issued by the Texas State Library and Archives Commission shall be adopted by the records management officer for use in HCRMA, as provided by law. Any destruction of records of the HCRMA will be in accordance with these schedules and the Local Government Records Act.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY THIS 23RD DAY OF JULY, 2014, 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.

_____

Dennis Burleson, Chairman

Attest:

_____

Ricardo Perez, Secretary/Treasurer

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Item 2F

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2F**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/14/14**
FINANCE COMMITTEE		**MEETING DATE**	**7/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014-62 – APPROVAL OF SUPPLEMENTAL NUMBER 1 TO WORK AUTHORIZATION NUMBER 2 TO PROFESSIONAL SERVICE AGREEMENT WITH DOS LAND SURVEYING FOR THE STATE HIGHWAY 365 PROJECT FROM SH 336 (10TH STREET) TO US 281/MILITARY HIGHWAY.**

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

   Consideration and approval of Supplemental Number 1 to Work Authorization Number 2 in the amount of $28,451.40 to reduce the work by 4 parcels and to modify right of way maps to conform to TxDOT ROW Map Standards.

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

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

Approved maximum payable fee	$774,772.17
Approved Work Authorizations 1 & 2	$728,108.39
Maximum fee balance	$ 46,663.78

   Proposed Supplemental 1 to Work Authorization No. 2:

Reduction in 4 plats and TxDOT formatting	**$28,451.40**
Total Supplemental 1 to Work Authorization No. 2	**$28,451.40**

5. Staff Recommendation**: Motion to approve Resolution 2014-62 – Approval of Supplemental Number 1 to Work Authorization Number 2 to Professional Service Agreement with DOS Land Surveying in the amount of $28,451.40 for a revised Work Authorization 2 amount of $338,451.40**

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

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

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

9. Chief Financial Officer's Recommendation: **X** Approved ___Disapproved ___None

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

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: July 14, 2014

Re: **Approval of Supplemental Number 1 to Work Authorization No. 2 with DOS Land Surveying**

Background

On October 27, 2011, the Hidalgo County Regional Authority (HCRMA) awarded a professional surveying service agreement to DOS Land Surveying to perform surveying work for the SH 365 Project from FM 1016 to SH 336 in the maximum payable amount of $603,263.00.

On November 15, 2011, the HCRMA Board of Directors approved Supplemental Number 1 to the professional surveying service agreement with Consultant in the amount $50,000.00 for a revised maximum payable amount of $653,263.00 and also approved Work Authorization Number 1 and Work Authorization Number 2 with Consultant in the amounts of $603,263.00 and $50,000.00 respectively.

On November 21, 2012, the HCRMA Board of Directors Amended and Restated the professional surveying service agreement with the DOS Land Surveying to revise the Scope of Service, Work Authorization requirement and DBE/HUB reporting requirement. The maximum payable amount remained at $653,263.00 and Work Authorizations Numbers 1 and 2 were consolidated into Work Authorization Number 1, with the aggregate amount remaining at $653.263.00.

On March 20, 2013, the HCRMA Board of Directors approved Supplemental Number 1 to the Amended and Restate agreement with the DOS Land Surveying to revise the Scope of Service and Work Authorization Number 1 for SH 365 from FM 1016 (Conway Avenue) to SH 336 (10th Street) for an increase in the amount of $121,494.17, for a revised maximum payable amount of $774,772.17. Work Authorization Number 1 was revised to the amount of $418,108.39.

On October 16, 2013, the HCRMA Board of directors approved Work Authorization Number 2 to prepare maps and plats for the final right of way acquisition from FM 396 (Anzalduas Highway) to SH 336 (10th Street) in the amount of $310,000.00.

Goal

As the maps and plats for the final right of way acquisition from FM 396 (Anzalduas Highway) to SH 336 (10th Street) have been prepared, it has been determined that 4 parcels are not necessary and can be deleted from the scope of work. Additionally, since the HCRMA has initiated early acquisition for the SH 365 Project, the consultant was directed to prepare separate plats and maps to facilitate such. The additional effort in the Supplemental is to convert that work to conform to TxDOT Map Standards.

Staff has negotiated the Supplemental Number 1 to Work Authorization Number 2 in the amount of $28,451.40.

Options

The tasks listed above may be deferred or dis-approved, however, completing the work in a timely manner may be placed at risk due to the time constraints and aggressive schedule for the SH 365 Project.

Recommendation

Based on review by this office, **approval of Resolution 2014-62 – Approval of Supplemental Number 1 to Work Authorization No. 2 of Professional Service Agreement with DOS Land Surveying is recommended in the amount of $28,451.40 for a revised Work Authorization amount of $338,541.40**.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 62

APPROVAL OF SUPPLEMENTAL NUMBER 1 TO WORK AUTHORIZATION NUMBER 2 TO AMENDED AND RESTATED PROFESSIONAL SURVEYING SERVICES AGREEMENT WITH DOS LAND SURVEYING TO PROVIDE RIGHT OF WAY MAPPING AND PARCEL TRACT PLATTING FOR SH 365 FROM FM 1016 TO SH 336

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

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

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

WHEREAS, on October 27, 2011, the Authority awarded a professional surveying service agreement to DOS Land Surveying (the "Consultant") to perform surveying work for the SH 365 Project from FM 1016 to SH 336 in the maximum payable amount of $603,263.00;

WHEREAS, on November 15, 2011, the Authority approved Supplemental Number 1 to the professional surveying service agreement with Consultant in the amount $50,000.00 for a revised maximum payable amount of $653,263.00;

WHEREAS, on November 15, 2011, the Authority also approved Work Authorization Number 1 and Work Authorization Number 2 with Consultant in the amounts of $603,263.00 and $50,000.00 respectively;

WHEREAS, on November 21, 2012 the Authority Amended and Restated the professional surveying service agreement with the Consultant to revise the Scope of Service, Work Authorization requirement and DBE/HUB reporting requirement. The Consultants maximum payable amount remained at $653,263.00 and Work Authorizations Numbers 1 and 2 were consolidated into Work Authorization Number 1, with the aggregate amount remaining at $653.263.00;

WHEREAS, on March 20, 2013 the Authority approved Supplemental Number 1 to the Amended and Restate agreement with the Consultant to revise the Scope of Service and Work Authorization Number 1 for SH 365 from FM 1016 (Conway Avenue) to SH 336 (10th Street) for an increase in the amount of $121,494.17, for a revised maximum payable amount of $774,772.17. Work Authorization Number 1 was revised to the amount of $418,108.39;

WHEREAS, on October 16, 2013, the Authority approved Work Authorization Number 2 to the Amended and Restated Agreement with the Consultant to provide Right of Way Mapping and Parcel Tract Platting for SH 365 from FM 1016 to SH 336 in the amount of $310,000.00; and

WHEREAS, the Authority has determined it is necessary to approve Supplemental Number 1 to Work Authorization Number 2 to the Amended and Restated Agreement with the Consultant to deduct 4 parcels and modify existing right of way maps in the amount of $28,451.40;

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

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

Section 2. The Board hereby approves Supplemental Number 1 to Work Authorization Number 2 to the Amended and Restated Agreement attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Supplemental Number 1 to Work Authorization Number 2 to the Amended and Restated Agreement as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of July, 2014, at which meeting a quorum was present.

Dennis Burleson, Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

SUPPLEMENTAL NUMBER 1 TO WORK AUTHORIZATION NUMBER 2
TO
PROFESSIONAL SURVEYING SERVICE AGREEMENT WITH DOS LAND SURVEYING DATED OCTOBER 27, 2011
AND
AMENDED AND RESTATED ON NOVEMBER 21, 2012

♦Contract♦

Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)

SURVEYING SERVICES
For SH 365 Segment 0031
From SH 336 (10th Street)
To FM 3072 (near Sta. 1218+65)

SWA No. 1 to WA No. 2

July 2, 2014

DOS LAND SURVEYING, LLC

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 2

ATTACHMENT D-2

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 2

ATTACHMENT D-2
SUPPLEMENTAL WORK AUTHORIZATION NO. __1__
TO WORK AUTHORIZATION NO. _2_
AGREEMENT FOR SURVEYING SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Surveying Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Dos Land Surveying, LLC (the Surveyor).

All other Provisions outlined in Work Authorization No. 2 remain in effect and only the following items are amended:

Exhibit D

Fee Schedule/Budget is amended as noted in Exhibit D for a total amount of $28,451.40, bringing the revised Work Authorization No. 2 to $338,451.00.

Exhibit H-2

Suprovider Monitoring System Commitment Agreement is amended as noted in Exhibit H-2.

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

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

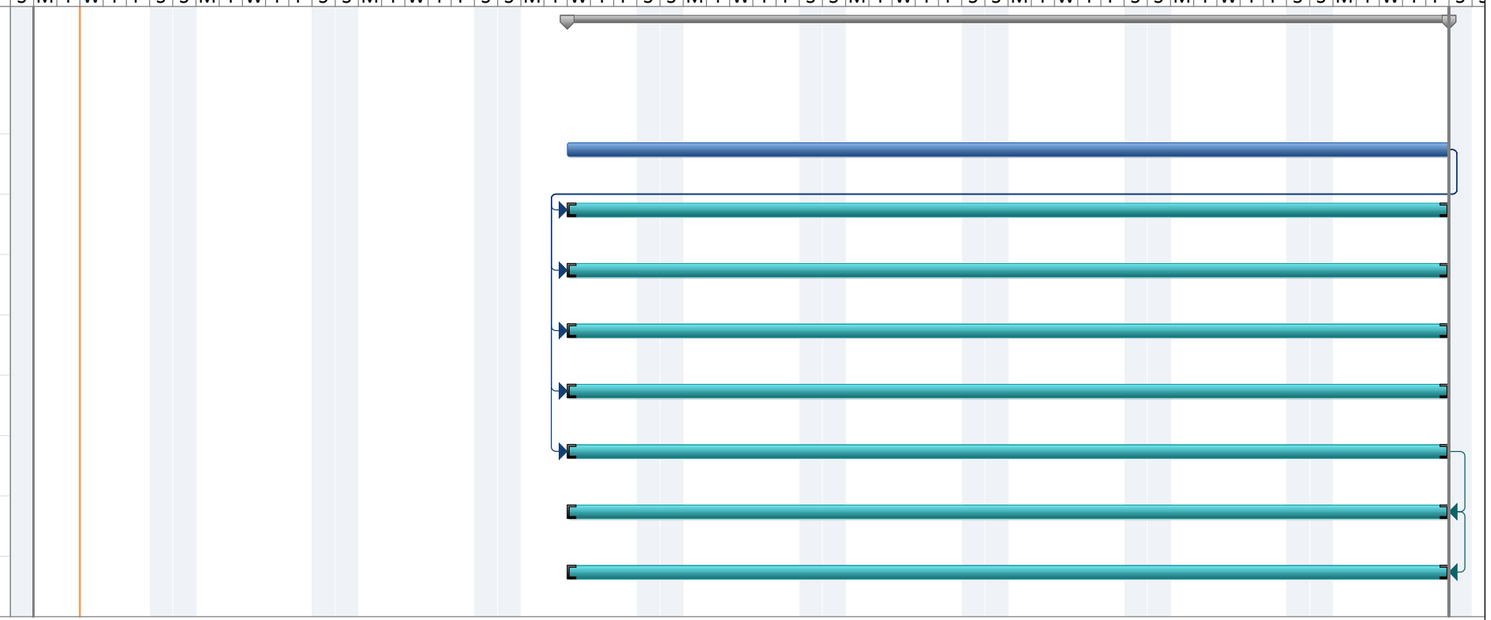
THE SURVEYOR	**THE AUTHORITY**
	Pilar Rodriguez
(Signature)	(Signature)
Eric C. Ibarra	
(Printed Name)	(Printed Name)
President	Executive Director
(Title)	(Title)
(Date)	(Date)

List of Exhibits:
Exhibit D Fee Schedule/Budget
Exhibit H-2 Subprovider Monitoring System Commitment Agreement

EXHIBIT C
WORK SCHEDULE

HCRMA
DOS LAND SURVEYING
SH 365 - ROW MAPPING & PARCEL TRACT PLATTING

ID	Task Mode	Task Name	Duration	Start	Finish
0		**SH 365 - ROW Mapping Parcel Tract Platting**	**39.25 days**	**Wed 7/23/14**	**Fri 8/29/14**
1		PROJECT START	39.25 days	Wed 7/23/14	Fri 8/29/14
2		COORDINATION	39.25 days	Wed 7/23/14	Fri 8/29/14
3		ADMINISTRATION	39.25 days	Wed 7/23/14	Fri 8/29/14
4		RESEARCH & ABSTRACTING	39.25 days	Wed 7/23/14	Fri 8/29/14
5		FIELD WORK	39.25 days	Wed 7/23/14	Fri 8/29/14
6		OFFICE WORK	39.25 days	Wed 7/23/14	Fri 8/29/14
7		DELIVERY	39.25 days	Wed 7/23/14	Fri 8/29/14
8		PROJECT COMPLETE	39.25 days	Wed 7/23/14	Fri 8/29/14



Project: SH 365 - ROW Mapping P
Date: Wed 7/2/14

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Milestone		External Milestone		Manual Task		Start-only			
Summary		Inactive Task		Duration-only		Finish-only			

EXHIBIT D
FEE SCHEDULE/BUDGET

DOS Land Surveying LLC
Survey Services for the HCRMA
Suplplemental WA No. 1 to WA No. 2
Project Limits: 487+93.55 (By Conway) to 925+00 (10th Street)
Scheduled Duration: 7/23/2014 - 8/31/2014

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Suplplemental WA No. 1 to WA No. 2
SH 365 Surveying Services
Update SH 365 ROW plans for segments 4 and 2

SURVEY SERVICES DESCRIPTION	Registered Professional Land Surveyor	Survey Technician	CADD Operator	Admin/ Clerical	3-Person Survey Crew					Total Labor Hrs.	Remarks	Task Cost
Section 7 – Right of Way Mapping and Parcel Tract Platting												
Limits for Right of Way Mapping: from Sta 487+93.55 (By Conway) to Sta 925+00 (10th Street)												
Reduction in 4 Parcel Plats at $1,900 per parcel										0		-$7,600.00
	.											
Modifications to ROW SH 365 ROW Map to TxDOT ROW Map Standards												
7.1 Coordination, Admin., Research and Abstracting Tasks	30	80	120	8						238		$18,025.70
7.2 Field Work Tasks										0		$0.00
7.3 Office Work / Delivery Preparation Tasks	30	80	120	8						238		$18,025.70
	.											
Subtotal	**60**	**160**	**240**	**16**	**0**	**0**	**0**	**0**	**0**	**476**		**$28,451.40**
Total Manhours by Classification	**60**	**160**	**240**	**16**	**0**	**0**	**0**	**0**	**0**	**476**		
Contract Hourly Rate by Classification	$ 112.55	$ 69.86	$ 72.68	$ 42.35	$ 138.13	$ -	$ -	$ -	$ -			
Total Fee by Classification	$ 6,753.00	$ 11,177.60	$ 17,443.20	$ 677.60	$ -	$ -	$ -	$ -	$ -	$ 36,051.40		
											CHECK (MHRs):	
% of Total Labor Hours	**12.61%**	**33.61%**	**50.42%**	**3.36%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**100.00%**	**CHECK (LABOR):**	
% of Total Labor Cost	**18.73%**	**31.00%**	**48.38%**	**1.88%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**100.00%**	**$ 36,051.40**	
TOTAL DIRECT LABOR COST												**$28,451.40**
DIRECT EXPENSES	**Rate**	**Unit**	**Amount**	**Total**								
											$ -	
				$ -							$ -	
				$ -							$ -	
				$ -							$ -	
				$ -							$ -	
				$ -							$ -	
				$ -							$ -	
				$ -							$ -	
				$ -							$ -	
				$ -							$ -	
TOTAL DIRECT EXPENSES				$ -								**$0.00**
SPECIAL SERVICES FEE (SUBCONSULTANTS)												**DBE Participation $0.00**
Name	**Task(s) Summary**											
TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)												**$0.00**
GRAND TOTAL												**$28,451.40**

EXHIBIT H-2
SUBPROVIDER MONITORING SYSTEM COMMITMENT AGREEMENT

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: _____ Assigned Goal: 12.2% Prime Provider Dos Land Surveying, LLC

Work Authorization (WA)#: 2 WA Amount: **$310,000.00** Date: _____
Supplemental Work Authorization (SWA) #: 1 to WA #: 2 SWA Amount: $28,451.40
Revised WA Amount: $338,451.00

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
FC Assistance with Survey	**$0**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

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

Provider Name: Dos Land Surveying, LLC **Address: 1002 E. Expressway 83 Weslaco, TX 78596** **VID Number: 12617524421** **PH: (956) 969-4183; FX: (956) 447-8194** **Email: ericybarra@doslandsurveying.com**	**Name:** Eric C. Ybarra. ***(Please Print)*** **Title:** President _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH: _____; FX: _____** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

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

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Item 2G

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2G**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/14/14**
FINANCE COMMITTEE		**MEETING DATE**	**7/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014 -63 – APPROVAL OF SUPPLEMENTAL NUMBER 2 TO WORK AUTHORIZATION NUMBER 2 TO THE PROFESSIONAL SERVICE AGREEMENT WITH QUINTANILLA HEADLEY AND ASSOCIATES FOR THE STATE HIGHWAY 365 PROJECT FROM SH 336 (10TH STREET) TO US 281/MILITARY HIGHWAY.**

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

   Consideration and approval of Supplemental Number 2 to Work Authorization Number 2 in the amount of $11,100.00 to reduce the work by 17 parcels and to modify right of way maps to conform to TxDOT ROW Map Standards.

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

4. Budgeted: X Yes ___No ___N/A Funding Source: Loop Fund

Approved maximum payable fee	$881,296.25
Approved Work Authorizations 1 & 2	$881,296.25
Maximum fee balance	$ 0.00

   Proposed Supplemental No. 2 to Work Authorization No. 2:

Reduction in 17 plats and TxDOT formatting	**$11,100.00**
Total Supplemental 2 to Work Authorization No. 2	**$11,100.00**

5. Staff Recommendation**: Motion to approve Resolution 2014-63 - Approval of Supplemental Number 2 to Work Authorization No. 2 to Professional Service Agreement with Quintanilla, Headley & Associates in the amount of $11,100.00 for a revised amount of $892,396.25.**

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

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

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

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

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

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: July 14, 2014

Re: **Approval of Supplemental Number 2 to Work Authorization Number 2 to the Professional Service Agreement with Quintanilla, Headley and Associates**

Background

On October 27, 2011, the Hidalgo County Regional Authority (HCRMA) awarded a professional surveying service agreement to Quintanilla, Headley & Associates (QHA) to perform surveying work for the SH 365 Project from SH 336 to FM 3072 in the maximum payable amount of $440,438.75.

On November 15, 2011, the HCRMA Board of Directors approved Supplemental Number 1 to the professional surveying service agreement with QHA in the amount $25,000.00 for a revised maximum payable amount of $440,438.75 and also approved Work Authorization Number 1 and Work Authorization Number 2 with Consultant in the amounts of $415,438.75 and $25,000.00 respectively.

On November 21, 2012, the HCRMA Board of Directors Amended and Restated the professional surveying service agreement with the QHA to revise the Scope of Service, Work Authorization requirement and DBE/HUB reporting requirement. The maximum payable amount remained at $440,438.75 and Work Authorizations Numbers 1 and 2 were consolidated into Work Authorization Number 1, with the aggregate amount remaining at $440,438.75.

On March 20, 2013, the HCRMA Board of Directors approved Supplemental Number 1 to the Amended and Restate agreement with the QHA to revise the Scope of Service and Work Authorization Number 1 for SH 365 from SH 336 to FM 3072 for an increase in the amount of $353,753.75, for a revised maximum payable amount of $794,192.50. Work Authorization Number 1 was revised to the amount of $422,496.25.

On October 16, 2013, the HCRMA Board of Directors approved Work Authorization Number 2 for a right of way strip map and parcel plats for SH 365 from FM 1016 to SH 336 in the amount of $310,000.00.

On April 23, 2014, the HCRMA Board of Directors approved Supplemental Number 1 to Work Authorization Number 2 for 48 additional parcels in the amount of $148,800.00.

Goal

As the maps and plats for the final right of way acquisition from SH 336 (10th Street) to US 281/Military Highway have been prepared, it has been determined that 17 parcels are not necessary and can be deleted from the scope of work. Additionally, since the HCRMA has initiated early acquisition for the SH 365 Project, the consultant was directed to prepare separate plats and maps to facilitate such. The additional effort in the Supplemental is to convert that work to conform to TxDOT Map Standards.

Staff has negotiated the Supplemental Number 2 to Work Authorization Number 2 in the amount of $11,100.00.

Options

The tasks listed above may be deferred or dis-approved, however, completing the work in a timely manner may be placed at risk due to the time constraints and aggressive schedule for the SH 365 Project.

Recommendation

Based on review by this office, **approval of Supplemental Number 2 to Work Authorization Number 2 of Professional Service Agreement with Quintanilla, Headley & Associates is recommended in the amount of $11,100.00 for a revised amount of $892,396.25**.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 63

APPROVAL OF SUPPLEMENTAL NUMBER 2 TO WORK AUTHORIZATION NUMBER 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH QUINTANILLA, HEADLEY AND ASSOCIATES TO PREPARE RIGHT OF WAY STRIP MAPS AND PARCEL PLATS FOR THE STATE HIGHWAY 365 PROJECT FROM SH 336 TO FM 3072

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

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

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

WHEREAS, on October 27, 2011, the Authority awarded a professional surveying service agreement to Quintanilla, Headley and Associates (the "Consultant") to perform surveying work for the SH 365 Project from SH 336 to FM 3072 in the maximum payable amount of $415,438.75; and

WHEREAS, on November 15, 2011, the Authority approved Supplemental Number 1 to the professional surveying service agreement with Consultant in the amount $25,000.00 for a revised maximum payable amount of $440,438.75; and

WHEREAS, on November 15, 2011, the Authority also approved Work Authorization Number 1 and Work Authorization Number 2 with Consultant in the amounts of $415,438.75 and $25,000.00 respectively; and

WHEREAS, on November 21, 2012, the Authority Amended and Restated the Professional Surveying Service Agreement with the Consultant to revise the Scope of Service, Work Authorization requirement and DBE/HUB reporting requirement. The Consultants maximum payable amount remained at $440,438.75 and Work Authorizations Numbers 1 and 2 were consolidated into Work Authorization Number 1, with the aggregate amount remaining at $440,438.75; and

WHEREAS, on March 20, 2013, the Authority approved Supplemental Number 1 to the Amended and Restate Agreement with the Consultant to revise the Scope of Service and Work Authorization Number 1 for SH 365 from SH 336 (10th Street) to US 281/Military Highway for an increase in the amount of $353,753.75, for a revised maximum payable amount of $794,192.50. Work Authorization Number 1 was revised to the amount of $422,496.25; and

WHEREAS, on October 16, 2013, the Authority approved Work Authorization Number 2 to the Amended and Restated Agreement with the Consultant to provide Right of Way Strip Maps and Parcel Plats for SH 365 from SH 336 to FM 3072 in the amount of $310,000.00; and

WHEREAS, on April 23, 2014, the Authority approved Supplemental Number 1 to Work Authorization Number 2 to the Amended and Restated Agreement with the Consultant to provide Right of Way Strip Maps and Parcel Plats for 48 additional parcels in the amount of $148,800.00; and

WHEREAS, the Authority has determined it is necessary to approve Supplemental Number 2 to to Work Authorization Number 2 to the Amended and Restated Agreement with the Consultatnt to deduct 17 parcels and modify right of way maps in the amount of $11,100.00;

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

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

Section 2. The Board hereby approves Supplemental Number 2 to Work Authorization Number 2 to the Amended and Restated Agreement attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Supplemental Number 2 to Work Authorization Number 2 to the Amended and Restated Agreement as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of July, 2014, at which meeting a quorum was present.

Dennis Burleson, Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

SUPPLEMENTAL NUMBER 2 TO WORK AUTHORIZATRION NUMBER 2
TO
PROFESSIONAL SURVEYING SERVICE AGREEMENT WITH QUINTANILLA,
HEADLEY AND ASSOCIATES DATED OCTOBER 27, 2011
AND
AMENDED AND RESTATED ON NOVEMBER 21, 2012

♦Contract♦

Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)

SURVEYING SERVICES
For SH 365 Segment 0031
From SH 336 (10th Street)
To FM 3072 (near Sta. 1218+65)

SWA No. 2 to WA No. 2

July 02, 2014

QUINTANILLA, HEADLEY & ASSOCIATES, INC.

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO WORK AUTHORIZATION NO. 2

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO WORK AUTHORIZATION NO. 2

EXHIBIT D-3
SUPPLEMENTAL WORK AUTHORIZATION NO. __2__
TO WORK AUTHORIZATION NO. _2_
AGREEMENT FOR SURVEYING SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Surveying Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Quintanilla, Headley & Associates Inc. (the Surveyor).

All other provisions outlined in Work Authorization No. 2 remain in effect and only the following items are amended:

Exhibit C

Work Schedule is amended to extend termination date for SA 1 to WA 2 as noted within the attached Exhibit C at the close of business on August 31, 2014.

Exhibit D

Fee Schedule/Budget is amended as noted in Exhibit D for a total amount of $11,100.00 bringing the revised Work Authorization No. 2 amount to $469,900.00.

Exhibit H-2

Subprovider Monitoring System Commitment Agreement is amended as noted in Exhibit H-2.

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

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

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

List of Exhibits:
Exhibit C Work Schedule
Exhibit D Fee Schedule/Budget
Exhibit H-2 Subprovider Monitoring System Commitment Agreement

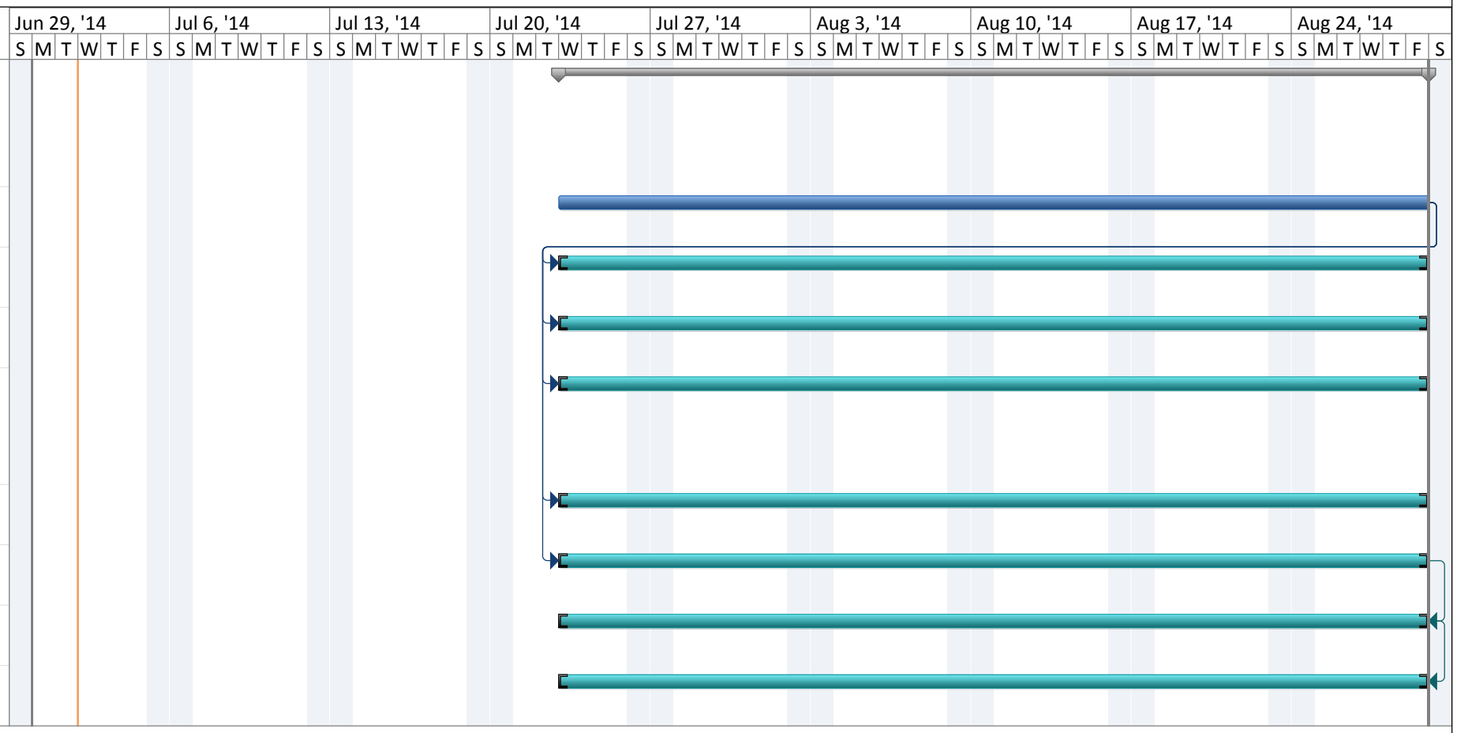
EXHIBIT C
WORK SCHEDULE

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
Consulting Engineers * Land Surveyors
Alfonso Quintanilla, P.E. # 95534 R.P.L.S. # 4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects * Subdivisions * Surveys
124 E. Stubbs, Edinburg, Texas 78539
Phone 956/381-6480 Fax 956/381-0527
Email: office@qhaengineering.com
www.qhaengineering.com

HCRMA
Quintanilla, Headley, and Associates, INc.
SH 365 - ROW MAPPING & PARCEL TRACT PLATTING

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

ID	Task Mode	Task Name	Duration	Start	Finish
0		**SH 365 - ROW Mapping Parcel Tract Platting**	**39.25 days**	**Wed 7/23/14**	**Fri 8/29/14**
1		PROJECT START	39.25 days	Wed 7/23/14	Fri 8/29/14
2		COORDINATION	39.25 days	Wed 7/23/14	Fri 8/29/14
3		ADMINISTRATION	39.25 days	Wed 7/23/14	Fri 8/29/14
4		RESEARCH & ABSTRACTING	39.25 days	Wed 7/23/14	Fri 8/29/14
5		FIELD WORK	39.25 days	Wed 7/23/14	Fri 8/29/14
6		OFFICE WORK	39.25 days	Wed 7/23/14	Fri 8/29/14
7		DELIVERY	39.25 days	Wed 7/23/14	Fri 8/29/14
8		PROJECT COMPLETE	39.25 days	Wed 7/23/14	Fri 8/29/14



Project: SH 365 - ROW Mapping P
Date: Wed 7/2/14

Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline
Split	External Tasks	Inactive Summary	Manual Summary	Progress
Milestone	External Milestone	Manual Task	Start-only	
Summary	Inactive Task	Duration-only	Finish-only	

EXHIBIT D
FEE SCHEDULE/BUDGET

Quintanilla, Headley and Associates, Inc.
Survey Services for the HCRMA
Suplplemental WA No. 2 to WA No. 2

Scheduled Duration: 7/23/2014 - 8/31/2014

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Suplplemental WA No. 2 to WA No. 2
SH 365 Surveying Services
Update SH 365 ROW Plans

SURVEY SERVICES DESCRIPTION	Principal / Sr. Manager / Senior Survey Manager	Project Surveyor (RPLS)	Senior Survey Tech / SIT	Survey Technician	CADD Operator	Clerical / Admin.	Abstractor	1-Person Survey Crew	2-Person Survey Crew	Total Labor Hrs.	Remarks	Task Cost
Section 7 – Right of Way Mapping and Parcel Tract Platting												
Limits for Right of Way Mapping: from Sta 487+93.55 (By Conway) to Sta 925+00 (10th Street)												
Reduction in 17 Parcel Plats at $1,900 per parcel										0		-$32,300.00
	.											
Modifications to SH 365 ROW Map to TxDOT ROW Map Standards												
7.1 Coordination, Admin., Research and Abstracting Tasks	20	52	0				0	0	0	72		$12,580.00
7.2 Field Work Tasks										0		$0.00
7.3 Office Work / Delivery Preparation Tasks	20	8	0	160	240	26	0	0	0	454		$30,820.00
	.											
Subtotal	**40**	**60**	**0**	**160**	**240**	**26**	**0**	**0**	**0**	**526**		**$11,100.00**
Total Manhours by Classification	**40**	**60**	**0**	**160**	**240**	**26**	**0**	**0**	**0**	**526**		
Contract Hourly Rate by Classification	$ 200.00	$ 165.00	$ 105.00	$ 68.75	$ 55.00	$ 50.00	$ 65.00	$ 80.00	$ 130.00			
Total Fee by Classification	$ 8,000.00	$ 9,900.00	$ -	$ 11,000.00	$ 13,200.00	$ 1,300.00	$ -	$ -	$ -	$ 43,400.00		
											CHECK (MHRs):	
% of Total Labor Hours	**7.60%**	**11.41%**	**0.00%**	**30.42%**	**45.63%**	**4.94%**	**0.00%**	**0.00%**	**0.00%**	**100.00%**	**CHECK (LABOR):**	
% of Total Labor Cost	**18.43%**	**22.81%**	**0.00%**	**25.35%**	**30.41%**	**3.00%**	**0.00%**	**0.00%**	**0.00%**	**100.00%**	**$ 43,400.00**	
TOTAL DIRECT LABOR COST												**$11,100.00**

DIRECT EXPENSES	Rate	Unit	Amount	Total	
					$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
TOTAL DIRECT EXPENSES				$ -	**$0.00**

SPECIAL SERVICES FEE (SUBCONSULTANTS)		DBE Participation $0.00
Name	**Task(s) Summary**	
TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)		**$0.00**
GRAND TOTAL		**$11,100.00**

EXHIBIT H-2
SUBPROVIDER MONITORING SYSTEM COMMITMENT AGREEMENT

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: _____ Assigned Goal: 12.2% Prime Provider Quintanilla, Headley & Associates Inc.

Work Authorization (WA)#: 2 WA Amount: **$458,800.00** Date: _____
Supplemental Work Authorization (SWA) #: 2 to WA #: 2 SWA Amount: $11,100.00
Revised WA Amount: $469,900.00

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Survey	**$0**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

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

Provider Name: Quintanilla, Headley & Associates Inc. **Address: 124 E. Stubbs Edinburg, Texas 78539** **VID Number: 17426481671** **PH: (956) 381-6480; FX: (956) 381-0527** **Email: alfonsoq@qhaengineering.com**	**Name:** Alfonso Quintanilla ***(Please Print)*** **Title:** President **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name: CVQ Land Surveyors** **VID Number: 12601525863** **Address: 517 Beaumont McAllen, TX 78501** **PH: (956) 618-1551; FX: (956) 618-1547** **Email: cvq@cvqls.com**	**Name:** Carlos Vasquez ***(Please Print)*** **Title:** President **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**

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

EXHIBIT H-2
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Contract #: _____ Assigned Goal: 12.2% Prime Provider Quintanilla, Headley & Associates Inc.

Work Authorization (WA)#: 2 WA Amount: **$458,800.00** Date: _____
Supplemental Work Authorization (SWA) #: 2 to WA #: 2 SWA Amount: $11,100.00
Revised WA Amount: $469,900.00

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Survey	**$0**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

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

Provider Name: Quintanilla, Headley & Associates Inc. **Address: 124 E. Stubbs Edinburg, Texas 78539** **VID Number: 17426481671** **PH: (956) 381-6480; FX: (956) 381-0527** **Email: alfonsoq@qhaengineering.com**	**Name:** Alfonso Quintanilla ***(Please Print)*** **Title:** President **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **R. Gutierrez Engineering Corporation** **VID Number: 17428845519** **Address: 130 E. Park Pharr, TX 78577** **PH: (956) 782-2557; FX: (956) 782-2558** **Email: rgutierrez@rgec.net**	**Name:** Ramiro Gutierrez ***(Please Print)*** **Title:** President **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**
VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).	

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

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Contract #: _____ Assigned Goal: 12.2% Prime Provider Quintanilla, Headley & Associates Inc.

Work Authorization (WA)#: 2 WA Amount: **$458,800.00** Date: _____
Supplemental Work Authorization (SWA) #: 2 to WA #: 2 SWA Amount: $11,100.00
Revised WA Amount: $469,900.00

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Engineering-Related Tasks	**$0**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

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

Provider Name: Quintanilla, Headley & Associates Inc. **Address: 124 E. Stubbs Edinburg, Texas 78539** **VID Number: 17426481671** **PH: (956) 381-6480; FX: (956) 381-0527** **Email: alfonsoq@qhaengineering.com**	**Name:** Alfonso Quintanilla ***(Please Print)*** **Title:** President **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **Javier Hinojosa Engineering** **VID Number: 74-2865301 (Federal I.D.)** **Address: 416 E. Dove Avenue McAllen, TX 78504** **PH: (956) 668-1588; FX: (956) 994-8102** **Email: javhin@rgv.rr.com**	**Name:** Javier Hinojosa ***(Please Print)*** **Title:** President **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**

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

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Item 2H

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2H**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/14/14**
FINANCE COMMITTEE		**MEETING DATE**	**7/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014-64 – APPROVAL SUPPLEMENTAL NUMBER 2 TO PROFESSIONAL SERVICE AGREEMENT WITH QUINTANILLA, HEADLEY AND ASSOCIATES TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR SUPPLEMENTAL NUMBER 2 TO WORK AUTHORIZATION NUMBER 2 FOR THE STATE HIGHWAY 365 PROJECT FROM SH 336 (10TH STREET) TO US 281/MILITARY HIGHWAY.**

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

   Consideration and approval of Supplemental Number 2 to Professional Agreement with QHA to increase the maximum payable amount for Supplemental Number 2 to Work Authorization Number 2 in the amount of $11,100.00 for a revised maximum payable amount of $892,396.25.

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 Resolution 2014-64 – Approval of Supplemental Number 2 to Professional Service Agreement with Quintanilla, Headley and Associates to increase the maximum payable amount for Supplemental Number 2 to Work Authorization Number 2 in the amount of $11,100.00 for a revised maximum payable amount of $892,396.25**

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

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

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

9. Chief Financial Officer's Recommendation: **X** Approved ___ Disapproved ___ None

10. Executive Director's Recommendation: **X** Approved ___ Disapproved ___ None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: July 14, 2014

Re: **Approval of Supplemental Number 2 to Professional Service Agreement with QHA to increase the maximum payable amount**

Background

On October 27, 2011, the Hidalgo County Regional Authority (HCRMA) awarded a professional surveying service agreement to Quintanilla, Headley & Associates (QHA) to perform surveying work for the SH 365 Project from SH 336 to FM 3072 in the maximum payable amount of $440,438.75.

On November 15, 2011, the HCRMA Board of Directors approved Supplemental Number 1 to the professional surveying service agreement with QHA in the amount $25,000.00 for a revised maximum payable amount of $440,438.75 and also approved Work Authorization Number 1 and Work Authorization Number 2 with Consultant in the amounts of $415,438.75 and $25,000.00 respectively.

On November 21, 2012, the HCRMA Board of Directors Amended and Restated the professional surveying service agreement with the QHA to revise the Scope of Service, Work Authorization requirement and DBE/HUB reporting requirement. The maximum payable amount remained at $440,438.75 and Work Authorizations Numbers 1 and 2 were consolidated into Work Authorization Number 1, with the aggregate amount remaining at $440,438.75.

On March 20, 2013, the HCRMA Board of Directors approved Supplemental Number 1 to the Amended and Restate agreement with the QHA to revise the Scope of Service and Work Authorization Number 1 for SH 365 from SH 336 to FM 3072 for an increase in the amount of $353,753.75, for a revised maximum payable amount of $794,192.50. Work Authorization Number 1 was revised to the amount of $422,496.25.

On October 16, 2013, the HCRMA Board of Directors approved Work Authorization Number 2 for a right of way strip map and parcel plats for SH 365 from FM 1016 to SH 336 in the amount of $310,000.00

On April 23, 2014, the HCRMA Board of Directors approved Supplemental Number 1 to Work Authorization Number 2 for 48 additional parcels in the amount of $148,800.00.

Goal

To increase the Professional Service Agreement maximum payable amount to correspond with approved Supplemental Number 2 to Work Authorization Number 2.

Options

If the Board of Directors does not approve Supplemental Number 2 to Work Authorization Number 2 with QHA, Supplemental Number 2 to the Professional Service Agreement will not be necessary.

Recommendation

Based on review by this office, **approval of Supplemental Number 2 to the Professional Service Agreement with Quintanilla, Headley & Associates is recommended in the amount of $11,100.00 for a revised maximum payable amount of $892,396.25**.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 64

APPROVAL OF SUPPLEMENTAL NUMBER 2 TO AMENDED AND RESTATED PROFESSIONAL SURVEYING SERVICES AGREEMENT WITH QUINTANILLA, HEADLEY AND ASSOCIATES TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR SUPPLEMENTAL NUMBER 2 TO WORK AUTHORIZATION NUMBER 2 FOR SH 365 FROM SH 336 TO US 281/MILITARY HIGHWAY

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

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

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

WHEREAS, on October 27, 2011, the Authority awarded a Professional Surveying Service Agreement to Quintanilla, Headley and Associates (the "Consultant") to perform surveying work for the SH 365 Project from SH 336 to FM 3072 in the maximum payable amount of $415,438.75; and

WHEREAS, on November 15, 2011, the Authority approved Supplemental Number 1 to the Professional Surveying Service Agreement with Consultant in the amount $25,000.00 for a revised maximum payable amount of $440,438.75; and

WHEREAS, on November 15, 2011, the Authority also approved Work Authorization Number 1 and Work Authorization Number 2 with Consultant in the amounts of $415,438.75 and $25,000.00 respectively; and

WHEREAS, on November 21, 2012, the Authority Amended and Restated the Professional Surveying Service Agreement with the Consultant to revise the Scope of Service, Work Authorization requirement and DBE/HUB reporting requirement. The Consultants maximum payable amount remained at $440,438.75 and Work Authorizations Numbers 1 and 2 were consolidated into Work Authorization 1, with the aggregate amount remaining at $440,438.75; and

WHEREAS, on March 20, 2013, the Authority approved Supplemental Number 1 to the Amended and Restate Agreement with the Consultant to revise the Scope of Service and Work Authorization Number 1 for SH 365 from SH 336 (10th Street) to FM 3072 (Dicker Road) for an increase in the amount of $353,753.75, for a revised maximum payable amount of $794,192.50. Work Authorization Number 1 is revised to the amount of $422,496.25; and

WHEREAS, the Authority has determined it is necessary to approve Supplemental Number 2 to the Amended and Restated Agreement with the Consultant to increase the amount of $11,100.00, for a revised maximum payable amount of $892,396.25;

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

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

Section 2. The Board hereby approves Supplemental Number 2 to the Amended and Restated Agreement attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Supplemental Number 2 to the Amended and Restated Agreement as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of July, 2014, at which meeting a quorum was present.

Dennis Burleson, Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

SUPPLEMENTAL NUMBER 2
TO
PROFESSIONAL SURVEYING SERVICE AGREEMENT WITH QUINTANILLA, HEADLEY AND ASSOCIATES DATED OCTOBER 27, 2011
AND
AMENDED AND RESTATED ON NOVEMBER 21, 2012

SUPPLEMENTAL AGREEMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT FOR SURVEYING SERVICES

SUPPLEMENTAL AGREEMENT NO. __2__
TO THE PROFESSIONAL SERVICES
AGREEMENT FOR SURVEYING SERVICES

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SURVEYING SERVICES is made pursuant to the terms and conditions of the Professional Services Agreement for Surveying Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Quintanilla, Headley & Associates Inc. (the Surveyor).

The following terms and conditions of the Professional Services Agreement for Surveying Services are hereby amended as follows:

ARTICLE III
COMPENSATION

Article III Compensation. Article III Compensation shall be amended to increase the amount payable under this contract from the maximum amount payable under this contract is $794,192.50 to $892,396.25 for a total increase of $98,203.75 due to additional parcels outlined in SWA No. 1 to WA No. 2 and ROW Map revisions and parcel reduction outlines in SWA No. 2 to WA No. 2.

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

IN WITNESS WHEREOF, this Supplemental Agreement No. 2 to the Professional Services Agreement is executed in duplicate counterparts and hereby accepted and acknowledged below.

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

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Item 2I

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2I**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/14/14**
FINANCE COMMITTEE		**MEETING DATE**	**7/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014-65 – APPROVAL OF SUPPLEMENTAL NUMBER 1 TO WORK AUTHORIZATION NUMBER 13 TO PROFESSIONAL SERVICE AGREEMENT WITH DANNENBAUM ENGINEERING FOR A NO-COST SCOPE CLAFIFICATION ON THE REGIONAL TOLL ANALYSIS.**

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

   Approval of Supplemental Number 1 to Work Authorization 13 with Dannenbaum Engineering for a no-cost scope clarification for the Regional Toll Analysis.

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

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

5. Staff Recommendation**: Motion to approve Resolution 2014 - 65 – Approval of Supplemental Number 1 to Work Authorization Number 13 to Professional Service Agreement with Dannenbaum Engineering for a no-cost scope clarification on the Regional Toll Analysis.**

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

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

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

9. Chief Financial Officer's Recommendation: **X** Approved ___Disapproved ___None

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

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: July 14, 2014

Re: **Approval of Supplemental Number 1 to Work Authorization Number 13 for a no-cost scope change to the Regional Toll Analysis**

Background
On March 19, 2014, the HCRMA Board of Directors approved Work Authorization Number 13 in the amount of $89,062.56 to provide a Regional Toll Analysis required by the Texas Department of Transportation.

Goal
The scope of service for Work Authorization Number 13 is being clarified to include all the elements that are necessary to perform a Regional Toll Analysis.

Supplemental 1 to Work Authorization Number 13 is at no-cost to the HCRMA.

Options
The Board of Directors may disapprove Supplemental Number 1 to Work Authorization Number 13, however, the Supplemental is no-cost and does not increase the contract amount.

Recommendation
Based on review by this office, **approval of Resolution 2014-65 – Approval of Supplemental Number 1 to Work Authorization Number 13 to Professional Service Agreement with Dannenbaum Engineering for a no-cost scope clarification on the Regional Toll Analysis is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 65

APPROVAL OF SUPPLEMENTAL NUMBER 1 TO WORK AUTHORIZATION NUMBER 13 TO PROFESSIONAL SERVICES AGREEMENT WITH DANNENBAUM ENGINEERING CORPORATION FOR A NO-COST SCOPE CLAFIFICATION ON THE REGIONAL TOLL ANALYSIS

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

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

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

WHEREAS, on 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, 5 & 6 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, $1,437,465.41 and 117,054.83 respectively; and

WHEREAS, on December 18, 2013, the Authority approved Supplemental Number 6 to Work Authorization Number 6 to the Professional Service Agreement with Dannenbaum Engineering to revise the scope of service with no increase in the Work Authorization Number 6 amount; and

WHEREAS, on January 22, 2014, the Authority approved Work Authorization Number 8 to the Professional Service Agreement with Dannenbaum Engineering to continue program management for the State Highway 365 and International Bridge Trade Corridor Projects in the amount of $574,581.59 and increased the maximum payable amount to $5,827,389.25; and

WHEREAS, on February 24, 2014, the Authority approved Supplemental Number 1 to Work Authorization Number 8 to the Professional Service Agreement with Dannenbaum Engineering that deducted work in the amount of $114,851.59 for a revised Work Authorization amount of $459,730.00 and closed out Work Authorization Number 8; and

WHEREAS, on February 24, 2014, the Authority approved Work Authorization Number 9 for Program and Construction Management of the State Highway 365 and International Bridge Trade Corridor Projects from 2014 to 2018 in the amount of $10,340,781.60 and increased the maximum payable amount to $16,053,589.26; and

WHEREAS, on March 19, 2014, the Authority approved Work Authorization Number 10 to modify and update the right of way strip map for the International Bridge Trade Corridor Project in the amount of $285,984.85; and

WHEREAS, on March 19, 2014, the Authority approved Work Authorization Number 11 to provide an updated low level aerial topographic survey for the International Bridge Trade Corridor Project in the amount of $49,034.16; and

WHEREAS, on March 19, 2014, the Authority approved Work Authorization Number 12 to provide the Hidalgo County Transportation Reinvestment Zone Number 2 property ownership update for 2,215 un-coded property parcels in the amount of $180,053.72; and

WHEREAS, on March 19, 2014, the Authority approved Work Authorization Number 13 to provide an Environmental Assessment Regional Toll Analysis in the amount of $89,062.56; and

WHEREAS, the Authority has determined it is necessary to approve Supplemental Number 1 to Work Authorization Number 13 for a no-cost scope clarification for the Environmental Assessment Regional Toll Analysis;

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

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

Section 2. The Board hereby approves Supplemental Number 1 to Work Authorization Number 13 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 Number 1 to Work Authorization Number 13 as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of July, 2014, at which meeting a quorum was present.

Dennis Burleson, Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

SUPPLEMENTAL NUMBER 1 TO WORK AUTHORIZTION NUMBER 13
TO
PROFESSIONAL SERVICE AGREEMENT WITH DANNENBAUM ENGINEERING CORPORATION DATED OCTOBER 27, 2011

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 13

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 13
ATTACHMENT D-2
SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 13
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. 13 are hereby amended as follows:

Part I The scope of services as outlined in Work Authorization No. 13 will include Exhibit 'B' Revised Scope of Services to be Provided by the Engineer (Supplemental Agreement No. 1 to Work Authorization No. 13).

Part III The maximum amount payable under this Work Authorization No. 13 will remain at $89,062.56. Fee will not be modified. The Engineer's Estimated Work Authorization No. 13 tasks have been modified with no increase in fee.

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. 13 not hereby amended are to remain in full force and effect.

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

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Louis H. Jones, Jr., P.E.	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
Principal	Executive Director
(Title)	(Title)
_____	_____
(Date)	**(Date)**

EXHIBIT B
Scope of Services to be Provided by the Engineer
for Supplemental Work Authorization No. 1 to Work Authorization No. 13

Project Development services for:

1. Project Development International Bridge Trade Corridor (IBTC) Environmental Assessment (Regional Toll Analysis)

I. Regional Toll Analysis

Task 1: Project Management/Mobilization/Coordination Meetings

The Project Manager will coordinate with Dannenbaum to schedule a kick-off meeting with key stakeholders, with the objective of defining overall project methodology and data requirements.

Task 2: Review and methodology research

C&M will review and determine the appropriate methodology for this study and will prepare a technical memorandum with the proposed approach. C&M will review the following sources:

1. TxDOT Environmental Affairs Division – Guidance on tolling
2. FHWA Environmental Justice Division
3. NCTCOG Environmental Justice

C&M will produce a methodology technical memorandum for the stakeholder's review which will include estimated milestones and expected data requirements.

Task 3: Agency coordination

C&M will request Dannenbaum to schedule meetings/conference call with the following stakeholders to discuss methodology and coordination:

1. HCRMA – to discuss methodology, scope and budget
2. TxDOT – To meet with the division of environmental affairs from TxDOT.
3. FHWA – To meet with the Environmental Justice division

Task 4: Context of the Transportation System

Produce a review of the existing Metropolitan Transportation System, demographics, funding for the transportation system, and current transportation performance.

Task 5. Planned Transportation Actions

Future planned transportation improvements in the study area, including proposed toll rates, public transportation and management and operations.

Task 6. Regional Toll System Effects

Review of land use, air quality, and environmental justice populations at all levels, including:

1. Mobility and accessibility
2. Transportation system performance
3. Travel time
4. Congestion levels
5. Origin destination study
6. Annual toll costs
7. Transportation benefits

Task 7: Review and presentation of incomplete or unavailable information

C&M will produce a summary of all information that might not be available or is incomplete at the time of the environmental justice review process.

Task 8: Mitigation

C&M will produce a summary of all mitigation issues needed required by the environmental justice review process.

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Item 2J

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2J**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/14/14**
FINANCE COMMITTEE		**MEETING DATE**	**7/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014-66 – APPROVAL OF SUPPLEMENTAL NUMBER 1 TO WORK AUTHORIZATION NUMBER 14 TO PROFESSIONAL SERVICE AGREEMENT WITH DANNENBAUM ENGINEERING FOR A NO-COST SCOPE CLAFIFICATION ON THE INVESTMENT GRADE TRAFFIC AND REVENUE STUDY FOR STATE HIGHWAY 365 AND INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS, AS WELL AS, THE SKETCH LEVEL TRAFFIC AND REVENUE STUDY FOR THE STATE HIGHWAY 365/FM 1925 (MONTE CRISTO) PROJECT.**

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

   Approval of Supplemental Number 1 to Work Authorization 14 with Dannenbaum Engineering for a no-cost scope clarification for the Investment Grade Traffic and Revenue Study for SH 365 and IBTC Projects, as well as, the Sketch Level Traffic and Revenue Study for SH 68/FM 1925 (Monte Cristo) Project.

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

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

5. Staff Recommendation**: Motion to approve Resolution 2014 - 66 – Approval of Supplemental Number 1 to Work Authorization Number 14 to Professional Service Agreement with Dannenbaum Engineering for a no-cost scope clarification on the Investment Grade Traffic and Revenue Study for the State Highway 365 and International Bridge Trade Corridor Projects, as well as, the Sketch Level Traffic and Revenue Study for the State Highway 68/FM 1925 (Monte Cristo) Project.**

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

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

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

9. Chief Financial Officer's Recommendation: **X** Approved ___Disapproved ___None

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

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: July 14, 2014

Re: **Approval of Supplemental Number 1 to Work Authorization Number 14 for a no-cost scope change to the Investment Grade T&R Study**

Background
On March 19, 2014, the HCRMA Board of Directors approved Work Authorization Number 14 in the amount of $397,750.88 to provide an Investment Grade Traffic and Revenue Study for the State Highway 365 and International Bridge Trade Corridor Projects and the Sketch Level Traffic and Revenue Study for the State Highway 68/FM 1925 (Monte Cristo) Project.

Goal
The scope of service for Work Authorization Number 14 is being clarified to include an Investment Grade Traffic and Revenue Study for the State Highway 365 and International Bridge Trade Corridor Project, as well as, a Sketch Level Traffic and Revenue Study for the State Highway 68/FM 1925 (Monte Cristo) Project.

Supplemental 1 to Work Authorization Number 14 is at no-cost to the HCRMA.

Options
The Board of Directors may disapprove Supplemental Number 1 to Work Authorization Number 14, however, the Supplemental is no-cost and does not increase the contract amount.

Recommendation
Based on review by this office, **approval of Resolution 2014-66 – Approval of Supplemental Number 1 to Work Authorization Number 14 to Professional Service Agreement with Dannenbaum Engineering for a no-cost scope clarification on the Investment Grade Traffic and Revenue Study for the State Highway 365 and International Bridge Trade Corridor Projects, as well as, the Sketch Level Traffic and Revenue Study for the State Highway 68/FM 1925 (Monte Cristo) Project is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 66

APPROVAL OF SUPPLEMENTAL NUMBER 1 TO WORK AUTHORIZATION NUMBER 14 TO PROFESSIONAL SERVICES AGREEMENT WITH DANNENBAUM ENGINEERING CORPORATION TO PROVIDE NO-COST SCOPE CLARIFICATION ON AN INVESTMENT GRADE TRAFFIC & REVENUE STUDY FOR STATE HIGHWAY 365 AND INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS AND A SKETCH LEVEL ANALYSIS FOR STATE HIGHWAY 68/FM 1925 PROJECTS

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

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

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

WHEREAS, on 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, 5 & 6 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, $1,437,465.41 and 117,054.83 respectively; and

WHEREAS, on December 18, 2013, the Authority approved Supplemental Number 6 to Work Authorization Number 6 to the Professional Service Agreement with Dannenbaum Engineering to revise the scope of service with no increase in the Work Authorization Number 6 amount; and

WHEREAS, on January 22, 2014, the Authority approved Work Authorization Number 8 to the Professional Service Agreement with Dannenbaum Engineering to continue program management for the State Highway 365 and International Bridge Trade Corridor Projects in the amount of $574,581.59 and increased the maximum payable amount to $5,827,389.25; and

WHEREAS, on February 24, 2014, the Authority approved Supplemental Number 1 to Work Authorization Number 8 to the Professional Service Agreement with Dannenbaum Engineering that deducted work in the amount of $114,851.59 for a revised Work Authorization amount of $459,730.00 and closed out Work Authorization Number 8; and

WHEREAS, on February 24, 2014, the Authority approved Work Authorization Number 9 for Program and Construction Management of the State Highway 365 and International Bridge Trade Corridor Projects from 2014 to 2018 in the amount of $10,340,781.60 and increased the maximum payable amount to $16,053,589.26; and

WHEREAS, on March 19, 2014, the Authority approved Work Authorization Number 10 to modify and update the right of way strip map for the International Bridge Trade Corridor Project in the amount of $285,984.85; and

WHEREAS, on March 19, 2014, the Authority approved Work Authorization Number 11 to provide an updated low level aerial topographic survey for the International Bridge Trade Corridor Project in the amount of $49,034.16; and

WHEREAS, on March 19, 2014, the Authority approved Work Authorization Number 12 to provide the Hidalgo County Transportation Reinvestment Zone Number 2 property ownership update for 2,215 un-coded property parcels in the amount of $180,053.72; and

WHEREAS, on March 19, 2014, the Authority approved Work Authorization Number 13 to provide an Environmental Assessment Regional Toll Analysis in the amount of $89,062.56; and

WHEREAS, on March 19, 2014, the Authority approved Work Authorization Number 14 to provide an Investment Grade Traffic & Revenue Study in the amount of $397,750.88; and

WHEREAS, the Authority has determined it is necessary to approve Supplemental Number 1 to Work Authorization Number 14 to provide a no-cost scope clarification to the Investment Grade Traffic and Revenue Study for State Highway 365 and International Bridge Trade Corridor Projects and Sketch Level Analysis for the State Highway 68/FM 1925 Project;

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

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

Section 2. The Board hereby approves Supplemental Number 1 to Work Authorization Number 14 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 Number 1 to Work Authorization Number 14 as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of July, 2014, at which meeting a quorum was present.

Dennis Burleson, Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

SUPPLEMENTAL NUMBER 1 TO WORK AUTHORIZTION NUMBER 14
TO
PROFESSIONAL SERVICE AGREEMENT WITH DANNENBAUM ENGINEERING CORPORATION DATED OCTOBER 27, 2011

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 14

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 14
ATTACHMENT D-2
SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 14
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. 14 are hereby amended as follows:

Part I The scope of services as outlined in Work Authorization No. 14 will include Exhibit 'B' Revised Scope of Services to be Provided by the Engineer (Supplemental Agreement No. 1 to Work Authorization No. 13).

Part III The maximum amount payable under this Work Authorization No. 14 will remain at $399,355.20. Fee will not be modified. The Engineer's Estimated Work Authorization No. 14 tasks have been modified with no increase in fee.

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. 14 not hereby amended are to remain in full force and effect.

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

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Louis H. Jones, Jr., P.E.	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
Principal	Executive Director
(Title)	(Title)
_____	_____
(Date)	**(Date)**

EXHIBIT B
Scope of Services to be Provided by the Engineer
for Supplemental Work Authorization No. 1 to Work Authorization No. 14

Project Development services for:

1. Project Development Investment Grade Traffic and Revenue Study for State Highway (SH 365) and International Bridge Trade Corridor (IBTC)

I. Investment Grade Traffic and Revenue Study for SH 365 and IBTC

1. Project Management/Mobilization
   A. C&M Upon receiving Notice to Proceed, the Project Manager will schedule a project kick-off meeting with key stakeholders with the objective to confirm the project's schedule, the overall project methodology and data requirements. Based on this meeting, the Project Manager will develop a Project Control Plan, outlining the identified project stakeholders, specific project procedures, project methodology, data collection needs, schedule, and project contact information. The Project Manager will issue a notice to stakeholders regarding project commencement and may request assistance in gathering existing data, traffic reports for the area, details and specifics for the project and/or other planned projects in the area of influence, when applicable.
2. Existing Information
   A. C&M will update all the input for the analysis with any new information released. The update of information form U.S. and Mexican sources will include traffic reports, recent traffic volumes, socioeconomic data (including population, employment, and income), as well as macroeconomic variables.
   B. Data will be compiled from the appropriate government information repositories and other available sources such as TxDOT, the Hidalgo County Metropolitan Planning Organization (HCMPO), International bridge operators, Truck Companies, Secretaria de Comunicaciones y Transportes (SCT), Instituto Nacional de Estadistica, Geografia e Informatica (INEGI) and others.
3. Field Work and Surveys
   A. Highway Network Characteristics, review and validation of supply inventory: Update of the inventory of existing highway network characteristics paying particular attention to new developments such as the Anzalduas International Bridge. Confirmation of the selected "area of influence," ascertaining "decision making points," where competition and the general users' trade-offs occur.
   B. Traffic counts: a limited traffic count program will be conducted to validate the newly available counts from different sources. These new counts will be used to study the trend of growth in the region comparing with the historical traffic counts collected in the region.
   C. Stakeholder interviews: C&M will update interview stakeholders on both sided of the border to ascertain their current needs and how they will be affected by the project. C&M will provide HCRMA with a list of potential contacts prior to the interviews for authorization.
   D. Origin - Destination Survey: To appropriately calibrate the travel demand model for this level of analysis, C&M will use a new method of survey collecting users' origin and destinations based on their cell phone connection to

WiFi and Bluetooth. C&M will utilize this technology by hiring Airsage which is specialized in collecting this information from cell phone service providers and converting them to origin-destination matrixes for the study area. This part of the study is just limited to US.

E. Speed Monitoring/Streaming: Using publicly available information, C&M will monitor/store the speeds in all the segments contributing to the corridor in 5 minute intervals. This information will be used for model calibration as well as toll diversion.

4. Socioeconomics Analysis
   A. Update Socioeconomic analysis: An independent economist will be hired to assess all the changes in the socioeconomic data used in the travel demand model. This update will include but not limited to population, employment, median income, GDP and special generators in county, study area and TAZ levels. This information will be validated against other source of information such as Moody's, Woods and Pool as well as census and Bureau of Labor Statistics.
   B. International Trade: In this study, the impact of new border crossing dynamics such as heavy weight corridor and new shift produce industry to the region will be analyzed.
5. Travel Demand Modeling and toll Diversion
   A. Travel Demand Model: C&M developed a project specific travel demand model for the Hidalgo County Loop study in 2008 which was further updated later in 2010. As part of this study, C&M will update the transportation network as per the data collection described above and will estimate the impact of the planned developments including roads, special generators and new free trade zones.
   B. Toll Diversion model: Willingness to pay and general cost differentials between the proposed toll facility and its free alternative will be the basis to establish diverted traffic to the proposed project The toll treatment and gantry configuration will be redesigned to reflect the new project scope. Finally, the insight obtained from the socioeconomic study will be reflected in C&M's toll diversion procedure.
6. Opening Year Traffic
   A. Opening Year Trip Tables: Preparation of opening -year trip tables that include diverted traffic (toll diversion model), induced traffic (trips not present at the time), and traffic generated from special generators (as applicable).
   B. Traffic Estimates: Traffic seasonal variation factors will be determined based on information obtained under the "Field data collection" task. These factors will be used to adjust the model's daily traffic into AADT values for each vehicle class.
7. Future Year Forecast
   A. C&M will use travel demand and toll diversion models to develop traffic forecast for two more horizon years to reflect transportation network changes and socioeconomic information. Based on that, C&M will report forecasted traffic in every year through the projection period.
      1) Future Years Trip Tables: The new socioeconomic analysis will serve as the basis for the development of the future year forecast. Using trip generation and distribution as part of the travel demand model development, new set of trip tables for future years will be developed.
      2) Future Years Traffic: Based on the opening year and future networks and trip tables, the traffic will be forecasted for two future years after opening year estimated by the updated travel demand model.

8. Sensitivity/Scenario Analysis
   A. C&M will include in the final report a series of sensibility and sensitivity checks to the model including:
      1) Toll diversion analysis: (zero toll vs. tolled scenario)
      2) Response to changes in demand: i.e. +/- X% trip table annual growth
      3) Response to changes in VOT as +/- X% of the Base Case assumption
      4) Screen line volumes
9. Traffic and Revenue Forecast
   A. Develop annual traffic estimates for the opening year and anticipated future years of the projection period. The traffic projection will be adjusted to reflect variation within the week (weekday vs. weekend), monthly variations, and taking into consideration other possible variation found as a result of traffic pattern investigation. Based on that, annual revenues will be calculated for each year in the projection period. The opening years estimated traffic will be adjusted to account for project ramp-up based on toll operation characteristics such as electronic toll collection market penetration and other factors characteristic of start-up projects and/or characteristic to the area.
10. Documentation
   A. C&M will report its findings in a comprehensive technical report including:
      1) Executive Summary
      2) Project description, toll regine
      3) Current traffic conditions and historic growth of screenlines including information on travel patterns and journey times
      4) Road network, recent improvements and plans
      5) Socioeconomic review – historical and forecasted – and information on special generators in the area
      6) Model Development and forecasting methodology including a brief summary on calibration of the model
      7) Value of Time and Forecast Factor Analysis
      8) Final Traffic and Revenue Forecast with assumption table Results including stick diagrams representing volumes at key locations for a selection of forecast years
      9) Sensitivity/sensibility analysis.

II. SH 68 Sketch level Analysis

To produce a Level 1 (L1) Traffic and Revenue study for SH 68, east of IH-69C. This study would produce L1 estimates for a connection from Hidalgo County to the future Western Extension and the South Padre Island (SPI) Second Causeway.

1. Project Management and Mobilization
   a. C&M will start work and mobilize staff to collect all pertinent data.
2. Data Collection and Analysis
   a. C&M will not perform any field data collection. All relevant off the shelf data will be used to produce the T&R figures for this study. Special attention will be taken to data already produced for the HCRMA Investment Grade study current underway.
3. Existing Year Volume Baseline Estimation (2010 Base year)

   a. C&M will produce current year baseline network using the current HCTDM, the TTP Rio Grande Valley Regional TDM, and OD data. These figures will be used to estimate current volumes that would benefit from the project. Seasonal adjustments will be applied to annualize data.

4. Horizon Year Volume Estimate (2035)
   a. C&M will produce a future year estimate, using the HCTDM to determine future growth. C&M will review current future estimates on SPI and adjust, if reasonable to this level, future volumes.
5. Estimate Traffic and Revenue
   a. C&M will produce Traffic and Revenue figures using suitable assumptions for a L1 study, opening year of 2020, and 30 year forecast.
6. Documentation and Meetings
   a. C&M will produce a technical memorandum which will summarize the data collected, assumptions and final results.

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Item 2K

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2K**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/14/14**
FINANCE COMMITTEE		**MEETING DATE**	**7/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014-67 – APPROVAL OF SUPPLEMENTAL NUMBER 1 THE PROFESSIONAL SERVICE AGREEMENT WITH TEDSI INFRASTRUCTURE GROUP TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR PREVIOUSLY APPROVED WORK AUTHORIZATIONS FOR THE STATE HIGHWAY 365 PROJECT.**

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

   Recommendation on approval of Supplemental No. 1 to the Professional Service Agreement with TEDSI Infrastructure to increase the maximum payable amount for all previously approved Work Authorizations in the revised amount of $2,146,139.06.

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

4. Budgeted: ___Yes ___No X N/A Funding Source: Loop Fund

Approved maximum payable fee	$2,132,426.87
Approved Work Authorization 1, 2 3, S1-2WA3 & 4	$2,132,426.87
Maximum fee balance	$ 0.00
Total authorized for WA 1, 2, 3, S1WA3 & 4	$2,132,426.87
Payments to date for WA 1, 2, 3 & 4	($ 979,108.62)
Work Authorization balance	$1,153,318.25

   Proposed Supplemental No. 2 to Professional Service Agreement:

Approved maximum payable amount	**$1,430,733.00**
Proposed Supplemental Number 2 to PSA	**$ 715,406.06**
Proposed revised maximum payable amount	**$2,146,139.06**

5. Staff Recommendation**: Motion to recommend approval of Resolution 2014-67 – Approval of Supplemental Number 1 to the Professional Service Agreement with TEDSI Infrastructure to increase the maximum payable amount for all previously approved Work Authorizations in the revised maximum payable amount of $2,146,139.06.**

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: July 14, 2014

Re: **Approval of Supplemental Agreement No. 1 to the Professional Service Agreement with TEDSI Infrastructure**

Background

On June 20, 2012, the Hidalgo County Regional Mobility Authority (HCRMA) Board of Directors awarded a professional service agreement for engineering services to TEDSI Infrastructure Group for design work, including plans, specifications, and estimates, for the US 281/Military Highway Overpass at SH 365 in the maximum payable amount of $1,430,733.00.

On June 20, 2012, the HCRMA Board of Directors also approved Work Authorization Number 1 in the amount $142,735.06 for route analysis.

On November 21, 2012, the HCRMA Board of Directors Amended and Restated the professional service agreement with the Consultant to revise the DBE/HUB reporting requirements with no change in the contract amount.

On April 17, 2013, the HCRMA Board of Directors approved Work Authorization Number 2 in the amount of $746,739.14 to develop schematics, drainage studies, utility research and partial geotechnical services for the overpass at US 281/Military Highway and San Juan Road.

On November 20, 2013, the HCRMA Board of Directors approved Work Authorization Number 3 in the amount of $40,225.96 to prepare right of way strip maps and parcel plats for the US 281/Military Highway Overpass Project.

On December 18, 2013, the HCRMA Board of Directors approved Work Authorization Number 4 in the amount of $1,132,626.71 to prepare final plans, specifications and estimates for the US 281/Military Highway Overpass Project.

On April 23, 2014, the HCRMA Board of Directors approved Supplemental Number 1 to Work Authorization Number 3 in the amount of $65,100.00 to prepare 13 additional parcel plats for the US 281/Military Highway Overpass Project.

On June 18, 2014, the HCRMA Board of Directors approved Supplemental Number 2 to Work Authorization Number 3 in the amount of $13,712.19 to prepare utility easements for a Military Highway Water Supply Corporation water line.

Goal
Work Authorizations Numbers 2, 3 and 4, including Supplements have all been previously approved by the Board of Directors. Supplemental Number 2 to the Professional Service Agreement is necessary to increase the maximum payable amount to correspond with the approved Work Authorization.

Options
The Board may disapprove Supplemental Number 1 to the Professional Service Agreement, however, the work has already be authorized by the Board of Directors.

Recommendation
Based on review by this office, **approval of Resolution 2014-67 – Approval of Supplemental Number 1 to the Professional Service agreement with TEDSI Infrastructure Group to increase the maximum payable amount for all previously approved Work Authorizations in the revised maximum payable amount of $2,146,139.06.**

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

SUPPLEMENTAL AGREEMENT NO. 2

SUPPLEMENTAL AGREEMENT NO. _2_
TO PROFESSIONAL SERVICES
AGREEMENT FOR ENGINEERING / DESIGN SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 2 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Article III Compensation and Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Engineering Design Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and TEDSI Infrastructure Group, Inc. (the Engineer).

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

Article II Agreement Period
Article II Agreement Period shall be amended to extend the termination date to terminate at the close of business on December 31, 2014 in line with the Projected Strategic Plan/Development Schedule for SH 365 and IBTC Project.

Article III Compensation
Article III Compensation shall be amended to increase the amount payable under this contract from $2,062,326.88 to $2,141,248.67 for a total increase of $78,921.79 due to additional scope and effort outlined in SWA No. 1 to WA No. 3 and SWA No. 2 to WA No. 3 with corresponding detail: SWA No. 1 to WA No. 3 in the amount of $65,100 for ROW Mapping Services for Utility Easements and SWA No. 2 to WA No. 3 in the amount of $13,821.79 for ROW Mapping Services for Roadway Development.

Article IV Overhead Rates
Article IV Overhead Rates shall be amended to include R. Gutierrez Engineering Corporation rates indicated in Attachment E.

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

IN WITNESS WHEREOF, this Supplemental Agreement 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)**

SUBCONSULTANT AGREEMENT

ATTACHMENT E

RATE SHEET

R. Gutierrez Engineering Corporation

LABOR RATES

JOB DESCRIPTION	CONTRACT RATE
RPLS	$154.30
SIT	$87.99
Survey Technician	$76.25
CADD Operator	$61.00
Admin/Clerical	$55.73
Two-Person Survey Crew	$110.00
Three-Person Survey Crew	$130.00
Four-Person Survey Crew	$150.00

DIRECT EXPENSES

Mileage	$ Current GSA Travel Rate/Mi.
Car Rental	$ At Cost
Lodging (in state)	$ Current GSA Per Diem Rate
Meals	$ Current GSA Per Diem Rate
Air Travel	at cost
Overnight Carrier cost	$40/letter
Copies (8 ½ x 11)	$0.10/ea
Color Copies (8 ½ x 11)	$1.00/ea
Copies (11 x 17)	$0.20/ea
Color Copies (11 x 17)	$2.00/ea
Mylar (11 x 17) Plots	$3.50/ea
Color Mylar (11 x 17) Plots	$7.00/ea
Bond Plots	$1.00/sq. ft.
Color Bond Plots	$2.50/sq. ft.
Mylar Plots	$2.50/sq. ft.
Color Mylar Plots	$5.00/sq. ft.
Photo Quality Color Plots	$12.00/sq. ft.

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Item 3A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3A**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/14/14**
FINANCE COMMITTEE		**MEETING DATE**	**7/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014-68 - APPROVAL OF WORK AUTHORIZATION NUMBER 2 TO PROFESSIONAL SERVICE AGREEMENT WITH HALFF ASSOCIATES TO PREPARE PLANS, SPECIFICATIONS AND ESTIMATES FOR THE RELOCATION OF THE VALLEY VIEW ROAD LIFT STATION AS PART OF THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT.**

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

   Approval of Work Authorization Number 2 to the Professional Service Agreement with Halff Associates to prepare Plans, Specifications and Estimates for the Valley View Lift Station Relocation as part of the International Bridge Trade Corridor Project in the amount of $65,000.00.

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

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

Approved Work Authorization Number 1 for final PS&E for IBTC Project	$1,988,674.23
Proposed Work Authorization Number 2 for lift station PS&E	**$ 65,000.00**
Proposed revised maximum payable amount	**$2,053,674.23**

5. Staff Recommendation**: Motion to approve Resolution 2014-68 – Approval of Work Authorization Number 2 to the Professional Service Agreement with Halff Associates to prepare Plans, Specifications and Estimates for the relocation of the Valley View Road Lift Station as part of the International Bridge Trade Corridor Project in the amount of $65,000.00 for a revised maximum payable amount of $2,053,674.23.**

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

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

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

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

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

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: July 14, 2014

Re: **Approval of Work Authorization Number 2 to Professional Service Agreement with Halff Associates**

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

At the April 23, 2014, regular meeting, the HCRMA Board of Directors approved the Professional Service Agreement and Work Authorization Number 1 with Halff Associates to provide final plans, specifications and estimates for the IBTC Project in the amount of $1,988,674.23.

Goal
With approval of the update to the HCRMA 2015-2019 Strategic Plan, the IBTC Project is schedule to bid in December of 2015. In order to meet this schedule, final plans, specifications and estimates are being prepared.

The approved alignment (Agreed Order) for the IBTC contains a lift station within the right of way envelope. The lift station is owned by the City of Donna and is located on an existing utility easement dedicated to the City. The lift station will need to be relocated to clear the right of way for the proposed roadway.

Staff has negotiated a scope of work and fee for the lift station relocation and related appurtenances. The proposed fee for the work is $65,000.00.

Options
The Work Authorization with Halff Associates may be disapproved, however, the schedule to clear the right of way may be placed in jeopardy.

Recommendation
Based on review by this office, **approval of Work Authorization Number 2 to the Professional Service Agreement with Halff Associates to prepare plans, specifications and estimates for the relocation of the Valley View Road Lift Station as part of the IBTC Project is recommended in the amount of $65,000.00, for a revised maximum payable amount of $2,053,674.23.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 68

APPROVAL OF WORK AUTHORIZATION NUMBER 2 TO PROFESSIONAL SERVICE AGREEMENT WITH HALFF ASSOCIATES FOR PREPARATION OF PLANS, SPECIFICATION AND ESTIMATES FOR THE RELOCATION OF THE VALLEY VIEW ROAD LIFT STATION AS PART OF THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT

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

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

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

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

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

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

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

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

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

WHEREAS, on April 23, 2014, the Authority approved a Professional Service Agreement to Halff Associates to prepare plans, specifications and estimates for the IBTC Project in the amount of $1,988,674.98; and

WHEREAS, the Authority has determined it is necessary to approve Work Authorization Number 2 to the Professional Service Agreement with Halff Associates to prepare plans, specifications and estimates for the relocation of the Valley View Road Lift Station in the amount of $65,000.00;

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

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

Section 2. The Board approves Work Authorization Number 2 to the Professional Service Agreement to Halff Associates for the preparation of plans, specifications and estimates for the relocation of the Valley View Road Lift Station, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Work Authorization Number 2 to the Professional Service Agreement with Halff Associates.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of July, 2014, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION NUMBER 2
TO
PROFESSIONAL SERVICE AGREEMENT WITH
HALFF ASSOCIATES
DATE APRIL 23, 2014
FOR
VALLEY VIEW ROAD LIFT STATION RELOCATION
PLANS, SPECIFICATIONS & ESTIMATES

♦Contract♦

Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)

ENGINEERING / DESIGN SERVICES
IBTC Segment 0011 from Approx. STA 350+00 to East Valley View Interchange

WA No. 2 to MAIN CONTRACT

July 11, 2014

Halff Associates, INC.

WORK AUTHORIZATION NO. 2

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 Halff Associates, Inc. (the Engineer).

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

PART II. The maximum amount payable under this Work Authorization is **$66,139.00** and the method of payment is Lump Sum as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

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

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on **June 30, 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 IBTC Segment 0011 from Approx. STA 350+00 to East Valley View Interchange.

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

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Robert L. Saenz, P.E.	_____
(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

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

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

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

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

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

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

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

RIGHT-OF-WAY DATA (FC 130)

The **AUTHORITY** will provide the following:

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

FIELD SURVEYING AND PHOTOGRAMMETRY (FC 150)

The **AUTHORITY** will provide the following:

Deliverables:

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

DRAINAGE (FC 161)

The **AUTHORITY** will provide the following:

1. Timely review/approval of the Hydraulic Study.

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

MISCELLANEOUS ROADWAY (FC 163)

The **AUTHORITY** will provide the following:

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

MANAGEMENT (FC 164)

The **AUTHORITY** will provide the following:

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

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

I. Surveying Services

1. Survey for Design (Site Topography)

This task includes field ties to all surface improvements located along the corridor and including sufficient offsite information as necessary to complete the design, establishing horizontal and vertical control for the project to be utilized by the contractor, and obtaining supplemental onsite and offsite topography required for the design. *(This does **not** include survey of any subsurface facilities other than wastewater & storm sewer. Existing underground structures or utilities not accessible will be obtained from record drawings and utility locating services).*

2. Construction Staking

This task includes providing the control point layout and staking of these points to be used by the contractor for construction of the lift station and utilities.

II. Civil Engineering Services

1. Meetings and Project Coordination

Halff Associates will participate in meetings as warranted to secure approval of plans and specifications from appropriate entities having jurisdiction. This includes meetings with the client, the city of Donna, Irrigation District, Drainage District, and Dannenbaum for plan review and comments.

2. Civil Construction Documents

Lift Station Plans
These plans will include the relocation and redesign of the existing Valley View Road lift station to be relocated west of the proposed IBTC Hwy corridor. They will include the civil, structural, and electrical design required for the construction of the lift station. Coordination with the city will be required to allow for proper pump selection and operation and maintenance of station. The following items are not included in the scope of service:

- *A geotechnical report will be required for the design of the lift station and is **not** included in this scope of services.*
- *Odor Control design is not included in this service, but can be provided.*
- *Supervisory Control and Data Acquisition (SCADA) control design is not included in this service, but can be provided.*

Water and Wastewater Plan

This plan will show design and layout of pipe systems required for water and wastewater lines, and related appurtenances to be located at the proposed lift station site. Relocation of existing lines and new lines will be coordinated with the City. Coordinate geometry and layout dimensions will be provided to allow construction of these facilities. *(This task does **not** include the preparation of easements or ROW acquisition and will need to be coordinated once an alignment is established).*

Erosion Control Plan

This task involves preparation of a layout showing the suggested erosion control measures with details and notes required for the Storm Water Pollution Prevention Plan (SWP3). The layout will be utilized by the Contractor for the preparation of a stormwater pollution prevention plan required for compliance with government regulation.

Specifications

This task includes preparation of written specification sections for the proposed civil, structural, and electrical work.

Additional Fees

1. Reimbursable Expenses

Direct costs include printing and reproduction, postage, messenger service, long distance telephone calls, and travel. Reimbursable expenses will be billed separately at 1.1 times the direct cost incurred. **Estimated reimbursable expenses shown will not be exceeded without your approval. This does not include permitting or review fees by agencies. These fees will be provided by the owner.**

Additional Services

1. Construction Administration

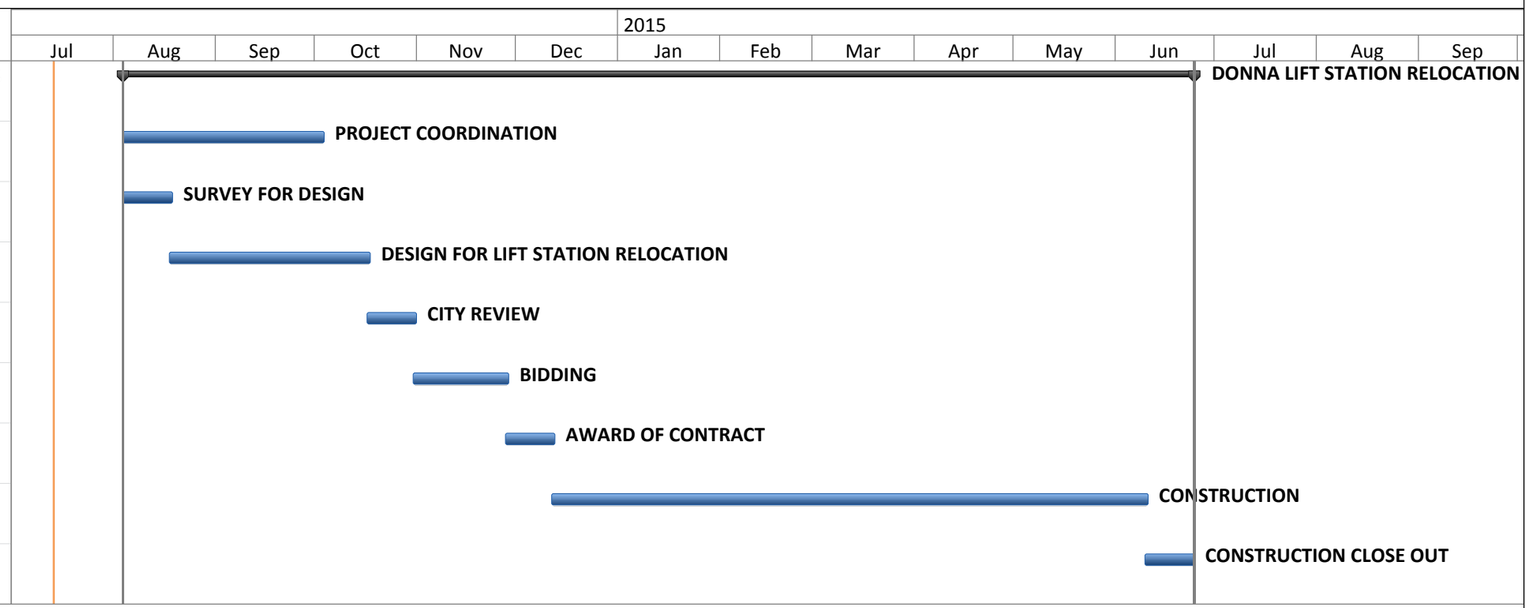
This portion of the project includes those services required during construction. These services will include:

- **Perform Site Inspections (4 site visits total)**
- **Respond to Contractor RFI's**
- **Review Submittals for Compliance**
- **Conduct Final Walk Through and Develop Final Punch List**
- **Prepare Record Drawings**

EXHIBIT C
WORK SCHEDULE

Exhibit C - Work Schedule
Work Authorization No. 2
DONNA LIFT STATION RELOCATION

ID	Task Name	Duration	Start	Finish
1	**DONNA LIFT STATION RELOCATION**	**325 days**	**Mon 8/4/14**	**Wed 6/24/15**
2	PROJECT COORDINATION	61 days	Mon 8/4/14	Fri 10/3/14
3	SURVEY FOR DESIGN	15 days	Mon 8/4/14	Mon 8/18/14
4	DESIGN FOR LIFT STATION RELOCATION	61 days	Mon 8/18/14	Fri 10/17/14
5	CITY REVIEW	15 days	Fri 10/17/14	Fri 10/31/14
6	BIDDING	29 days	Fri 10/31/14	Fri 11/28/14
7	AWARD OF CONTRACT	15 days	Fri 11/28/14	Fri 12/12/14
8	CONSTRUCTION	181 days	Fri 12/12/14	Wed 6/10/15
9	CONSTRUCTION CLOSE OUT	15 days	Wed 6/10/15	Wed 6/24/15



Task	Summary	External Milestone	Inactive Summary	Manual Summary Rollup	Finish-only
Split	Project Summary	Inactive Task	Manual Task	Manual Summary	Deadline
Milestone	External Tasks	Inactive Milestone	Duration-only	Start-only	Progress

EXHIBIT D
FEE SCHEDULE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System

Halff Associates, Inc.
Schedule Duration: August 1, 2014 - June 30, 2015

Attachment E-3 - Fee Schedule
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant

IBTC Project - Donna Lift Station Relocation

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal	Project Manager	Senior Engineer	Project Engineer	EIT	Sr CADD Operator	Admin/Clerical	Two Person Survey Crew	Total Labor Hrs.	Remarks	Task Cost
Project Coordination											
Coordination with Irrigation District, Drainage District AEP, City, Program Manager, HCRMA		4	8	8	16		1		37		$ 5,067.00
	0	**4**	**8**	**8**	**16**	**0**	**1**	**0**	**37**		**$ 5,067**
Civil Sheets											
Title Sheet			2	2	4	4	1		13		$ 1,475.00
General Notes/Index		1	1	4	8	12	1		27		$ 2,972.00
Demolition Sheet		1	2	4	8	12	1		28		$ 3,152.00
Proposed Site Plan-New Lift Station		1	2	2	4	8	1		18		$ 2,096.00
Proposed Grading Plan/Acces Road		1	2	3	8	12	1		27		$ 3,003.00
Water and Wastewater Plan		1	2	8	12	16	1		40		$ 4,504.00
Lift Station Mechanical Section Views		1	2	2	8	12	1		26		$ 2,855.00
Lift Station Section views		1	2	2	8	12	1		26		$ 2,855.00
Erosion Control		1	1	1	2	4	1		10		$ 1,193.00
Fence Details			1	1	1	3	1		7		$ 774.00
Miscellaneous Details			1	2	1	4	1		9		$ 1,020.00
	0	**8**	**18**	**31**	**64**	**99**	**11**	**0**	**231**		**$ 25,899**
Structural Sheets											
General Notes		2	2	4	8	4	1		21		$ 2,597.00
Structural Lift Station Section Views		2	2	12	12	12	1		41		$ 4,934.00
Structural Lift Station Section Views		2	2	6	4	12	1		27		$ 3,309.00
Structural Miscellaneous Notes		1	1	2	2	4	1		11		$ 1,341.00
	0	**7**	**7**	**24**	**26**	**32**	**4**	**0**	**100**		**$ 12,181**
Electrical Sheets											
Site plan		1	1	1	4	4	1		12		$ 1,377.00
Electrical Lift Station Section View		1	1	1	8	12	1		24		$ 2,528.00
Electrical One Line Diagram		1	1	2	8	16	1		29		$ 3,067.00
Electrical Details		1	1	1	2	4	1		10		$ 1,193.00
Electrical Details					1	2	1		4		$ 349.00
	0	**4**	**4**	**5**	**23**	**38**	**5**	**0**	**79**		**$ 8,514**
Specifications											
Specifications		3	3	3	24		6		39		$ 4,244.00
	0	**3**	**3**	**3**	**24**	**0**	**6**	**0**	**39**		**$ 4,244.00**
Field Investigations											
Survey for Design		1	1	1	2	4		8	17		$ 2,253.00
Construction Staking				1	2	3		6	12		$ 1,467.00
	0	**1**	**1**	**2**	**4**	**7**	**0**	**14**	**29**		**$ 3,720.00**
Construction Administration											
Bidding		1	2	6	6	2	2		19		$ 2,347.00
Submittal Review							2		2		$ 123.00
Construction Inspection (4 site visits)		2	2	2	8	2			16		$ 2,044.00
	0	**3**	**4**	**8**	**14**	**4**	**4**	**0**	**37**		**$ 4,514.00**
	0	**30**	**45**	**81**	**171**	**180**	**31**	**14**	**552**		**$ 64,139**
HOURS TOTAL	**0**	**30**	**45**	**81**	**171**	**180**	**31**	**14**	**552**		
LABOR RATE PER HOUR	**$ 237.64**	**$ 228.72**	**$ 179.12**	**$ 148.24**	**$ 91.97**	**$97.87**	**$ 61.40**	**$ 140.21**			
TOTAL DIRECT LABOR COSTS	**$ -**	**$ 6,861.60**	**$ 8,060.40**	**$ 12,007.44**	**$ 15,726.87**	**$ 17,616.60**	**$ 1,903.40**	**$ 1,962.94**	**$ 64,139**		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	**0.00%**	**10.70%**	**12.57%**	**18.72%**	**24.52%**	**27.47%**	**2.97%**	**3.06%**	**100.00%**	**CHECK**	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	**0.00%**	**5.43%**	**8.15%**	**14.67%**	**30.98%**	**32.61%**	**5.62%**	**2.54%**	**100.00%**	**$ 64,139.00**	
TOTAL DIRECT LABOR COST											**$ 64,139**
DIRECT EXPENSES	**Rate**	**Unit**	**Amount**	**Total**							
Reimbursables	$ 100.00	Each	20	$ 2,000.00						**$ 2,000.00**	
										$ -	
TOTAL DIRECT EXPENSES				**$ 2,000.00**							**$ 2,000.00**
GRAND TOTAL											**$ 66,139**
ASSUMPTIONS											

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: _____ Assigned Goal: 12.2% Prime Provider Halff Associates, Inc.

Work Authorization (WA)#: 2 WA Amount: **$66,139.00** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
FC TCP, Signing & Striping	**$0**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

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

Provider Name: Halff Associates, Inc. **Address:** 5000 West Military Highway, Ste 100 McAllen, Tx 78503 **VID Number:** 17513086995 **PH: ; & FAX:** (956)664-0286; (956)664-0282 **Email:** rsaenz@halff.com	**Name:** Robert L. Saenz, P.E. ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** Cortran Engineering, PLLC **VID Number:** 12743722469 **Address:** 219A Center Point Drive, Edinburg Tx 78539 **PH:** (956)971-0289 **Email:** yara@cortranengineering.com	**Name:** Yara Corbitt, P.E. ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

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

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Contract #: _____ Assigned Goal: 12.2% Prime Provider Halff Associates, Inc.

Work Authorization (WA)#: 2 WA Amount: **$66,139.00** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
FC Drainage & SW3P	**$0**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

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

Provider Name: Halff Associates, Inc. **Address:** 5000 West Military Highway, Ste 100 McAllen, Tx 78503 **VID Number:** 17513086995 **PH: ; & FAX:** (956)664-0286; (956)664-0282 **Email:** rsaenz@halff.com	**Name:** Robert L. Saenz, P.E. . ***(Please Print)*** **Title:** President **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** R. Gutierrez Engineering **VID Number:** 17428845519 **Address:** 130 E. Park Avenue, Pharr, Tx 78577 **PH:** ; **FAX:** (956)782-2557; (956)0782-2558 **Email:** rgutierrez@rgec.net	**Name:** Ramiro Gutierrez, P. E. ***(Please Print)*** **Title:** _____ **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 Halff Associates, Inc.

Work Authorization (WA)#: 2 WA Amount: **$66,139.00** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
FC Misc Roadway & Signing	**$0**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

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

Provider Name: Halff Associates, Inc. **Address:** 5000 West Military Highway, Ste 100 McAllen, Tx 78503 **VID Number:** 17513086995 **PH: ; & FAX:** (956)664-0286; (956)664-0282 **Email:** rsaenz@halff.com	**Name:** Robert L. Saenz, P.E. ***(Please Print)*** **Title:** President **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** Chanin Engineering **VID Number:** 12052966277 **Address:** 4000 Nolana Avenue, Ste N2 McAllen, Tx 78504 **PH:** ; **FAX:** (956)687-9421: (956)687-3211 **Email:** miguel@chaninengineering.com	**Name:** Miguel Chanin, P.E. ***(Please Print)*** **Title:** _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**

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

Item 3B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3B**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/14/14**
FINANCE COMMITTEE		**MEETING DATE**	**7/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014 -69 – APPROVAL OF AWARD OF CONTRACT FOR TITLE REPORTS AND TITLE POLICY SERVICES TO VALLEY LAND TITLE COMPANY AND LAND TITLE USA FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.**

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

   Award of contract to Valley Land Title Company and Land Title USA for Title Report and Title Policy 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 2014-69 – Approval of Award of Contract for Title Report and Title Policy Services to Valley Land Title Company and Land Title USA for the Hidalgo County Regional Mobility Authority.**

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: July 14, 2014

Re: **Award of Contract for Title Report and Title Policy Services**

Background
On May 9, 2014, the Hidalgo County Regional Mobility Authority (HCRMA) received three (3) responses to the formal solicitation for Request for Proposals for Title Reports and Title Policy Services for the HCRMA.

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, Title Commitments and Title Policys 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 Policy Services will be necessary to close on the acquisition of approximately 350 parcels.

Staff is recommending award of contract to Valley Land Title Company and Land Title USA for Title Reports and Title Policy Services.

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 2014-69 – Approval of Award of Contract for Title Report and Title Policy Services to Valley Land Title Company and Land Title USA is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 69

APPROVAL OF AWARD OF CONTRACT FOR TITLE REPORT AND TITLE POLICY SERVICES FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

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

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

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

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

WHEREAS, the Authority solicited Requests for Proposals for Title Report and Title Policy Services for the Authority's Projects; and

WHEREAS, on May 9, 2014, the Authority received three (3) responses to the Request for Proposals for Title Reports and Title Policy Services; and

WHEREAS, staff is requesting authorization to award a Professional Service Agreements to Valley Land Title Company and Land Title USA for Title Report and Title Policy 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 Agreemetns to Valley Land Title Company and Land Title USA for Title Reports and Title Policy Services for the Authority's Projects.

Section 3. The Board authorizes the Executive Director to execute the Professional Service Agreements for Title Reports and Title Policy Services with Valley Land Title Company and Land Title USA.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of July, 2014, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

Hidalgo County Regional Mobility Authority
Request for Proposals for
Title Report/Title Commitments -2014

PROJECT NAME: Title Report/Commitment Services - HCRMA - 2014

PROPOSAL OPENING DATE: May 16, 2014 at 4:00 p.m.

TO: Pilar Rodriguez, PE, Executive Director, HCRMA, Hidalgo County, Texas

Proposal of Valley Land Title Company, LTD
dba Valley Land Title Co.
(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 includes any incidental costs:

Item 1 - Title Search, Report and Exhibits – Per individual property ownership.

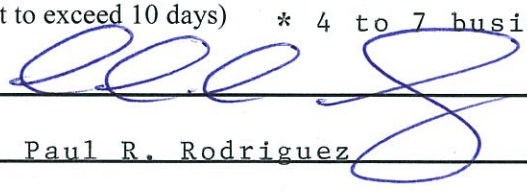
Cost per Title Report $ 400.00

Item 2 - Title Policy – Per fee schedule.

Include a copy of your Company's fee schedule for a Title Policy.

Respectfully submitted this 15th day of May, 2014

Specify number of days after staff notifies successful respondent that services are needed to complete a title report * days. (not to exceed 10 days) * 4 to 7 business days.

SIGNATURE: 

TYPE/PRINT NAME: Paul R. Rodriguez

TITLE: Chief Executive Officer

COMPANY: Valley Land Title Co.

ADDRESS: 612 Nolana, Suite 570, McAllen, TX 78504

TELEPHONE NO.: (956)-217-3101

FAX NO.: (956)-217-3122

EMAIL: RodriguezP@ValleyLandTitleCo.com

Revised proposal form – May 7, 2014

May 15, 2014

Mr. Pilar Rodriguez, PE
Executive Director
Hidalgo County Regional Mobility Authority
118 S. Cage Boulevard, 4th Floor
Pharr, Texas 78577

Re: Title Report/Title Commitment Services 2014

Dear Mr. Rodriguez:

As the designated Point of Contact for Valley Land Title Company, I am submitting the following information in response to your Request for Proposals for Hidalgo County Regional Mobility Authority "Title Report/Title Commitment Services 2014".

History and Experience

Our company has operated in Hidalgo County since 1919. Our "Plant" contains real estate recordings history dating back to the establishment of Hidalgo County and is located at 612 Nolana, Suite 570 in McAllen, Texas. This is where our staff of examiners and related employees are located.

Our Examination Department is headed by Mr. Mario Garza who has over 34 years of title company experience, all of them with our company; he will be the project manager for HCRMA work. He is assisted by Mr. Danny Gonzalez, a 30 year veteran in VLTC's Examination Department. They lead an examining staff of six, including Aida Castaneda, a 29 year VLTC veteran, Martha Rodriguez, 12 years with VLTC, Norma Morin, who has 13 years of examining experience including 2 years with VLTC, and Sal Rangel, who has 9 years of experience in the title business including 8 years as an abstractor and examiner. They are supported by a group of 4 staffers with over 30 years of title company experience that handle the subsequent publishing and updating of title reports to title policy commitments in preparation for the issuance of title policies. We currently average approximately 350 orders per month and estimate that we are at 75% of our capacity.

Mr. Jerry Canales is our legal counsel and has been associated with the company since 1987; between 1987 and the end of 2005, Mr. Canales was an owner of the company.

I joined Valley Land Title Company as its Chief Executive Officer in March of 2006 after a 30 year career in the commercial banking industry.

It has been several years since our company has issued title work directly for the benefit of the Texas Department of Transportation. For the past 8 years, however, we have

worked extensively with Hidalgo County and the Hidalgo County Drainage District #1 on right-of-way projects. Until his recent retirement, we worked extensively with Mr. Joe Pena (956-459-4292 on Hidalgo County work which is now handled at the precinct level by various right-of-way agents. Mr. Jaime Salazar (956-292-7080) has been our primary contact person at Hidalgo County Drainage District #1. We have also worked with most of the cities, agencies and companies listed under Section II of your RFP.

Delivery of Services

With the historical data and human resources at our disposal, we can produce a title report as quickly as any of our competitors in the title company business in Hidalgo County. Our experience tells us, however, that it is unreasonable and misleading to pledge to you that we can always provide a title report in a certain number of days after an order is submitted. If the property involved has a "lot and block" legal description, it is reasonable to expect a title report within four business days. Properties that have less specific legal descriptions, on the other hand, can take up to seven business days to complete.

Additional Information Requested

VLTC has been certified as a Texas Historically Underutilized Business by the Texas Comptroller of Public Accounts since August of 2013 as reflected in Certificate/VID Number: 1204064406900.

Our company is currently named in two lawsuits as follows:
1) Joseph Estapa dba Universal Commercial Credit, LLC vs VLTC. Plaintiff is purporting that VLTC deprived it of a $55,000 referral fee for obtaining financing for First Vista, LLC, Borrower, from Lender, Raza Development Fund, Inc. Said monies were not advanced by Lender to VLTC as part of loan proceeds to disburse to Plaintiff.

2) Garland, et al vs Rio Pride, LLC vs Las Tranquitas, LC vs VLTC. Garland sold to Las Tranquitas and sale was handled thru LandTitle USA, Inc. Two weeks later, Las Tranquitas sold to Rio Pride, LLC and closed with VLTC. Title evidence was obtained from Sierra Title in Willacy County. Garland Deed included a "save and except" to a portion from one of the tracts conveyed. Title evidence that VLTC obtained from Sierra Title did not reflect the revised legal description. The Deed from Las Tranquitas to Rio Pride did not include the "save and except" language. Monetary damages were not cited.

VLTC maintains an Errors & Omissions policy for $1,000,000 per claim, $1,000,000 Aggregate and a $50,000 deductible clause.

Our primary banking relationship is with Lone Star National Bank and our banking officer is Mr. Sam de la Garza, Executive Vice President (956-217-3601).

We appreciate the opportunity to submit this Request for Proposals and the pertinent schedules and declarations that are attached. I will be happy to entertain any questions or clarifications.

Very truly yours,

Paul R. Rodriguez
Chief Executive Officer
RodriguezP@ValleyLandTitleCo.com
(o) 956-217-3101 (f) 956-217-3122

Alamo Title Insurance | Chicago Title Insurance Company | Commonwealth Land Title Insurance Co. | Fidelity National Title Insurance Company

Southwest Agency Division | Regional Agency | Legal Department | Underwriting

8750 N. Central Expressway, Suite 950, Dallas, TX 75231 | Website: www.FNTGSWAgency.com

AGENCY Toll Free (800) 925-0965 Fax (214) 346-7233 | **LEGAL/UNDERWRITING** Toll Free (800) 442-7067 Fax 214-303-5442

TEXAS

SCHEDULE OF BASIC PREMIUM RATES FOR TITLE INSURANCE

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	Policies up to and including	Basic Premium
10,000	$238								
10,500	242	28,500	368	46,500	497	64,500	625	82,500	753
11,000	244	29,000	373	47,000	499	65,000	628	83,000	757
11,500	248	29,500	376	47,500	503	65,500	631	83,500	759
12,000	252	30,000	380	48,000	508	66,000	635	84,000	762
12,500	255	30,500	383	48,500	512	66,500	640	84,500	767
13,000	260	31,000	387	49,000	515	67,000	644	85,000	770
13,500	264	31,500	390	49,500	518	67,500	645	85,500	773
14,000	267	32,000	393	50,000	522	68,000	649	86,000	776
14,500	270	32,500	398	50,500	525	68,500	653	86,500	781
15,000	272	33,000	401	51,000	527	69,000	656	87,000	785
15,500	276	33,500	405	51,500	531	69,500	659	87,500	788
16,000	280	34,000	408	52,000	536	70,000	664	88,000	791
16,500	284	34,500	412	52,500	540	70,500	668	88,500	795
17,000	288	35,000	415	53,000	543	71,000	672	89,000	799
17,500	292	35,500	419	53,500	547	71,500	674	89,500	801
18,000	296	36,000	422	54,000	550	72,000	677	90,000	804
18,500	298	36,500	426	54,500	553	72,500	681	90,500	809
19,000	301	37,000	429	55,000	556	73,000	685	91,000	813
19,500	304	37,500	433	55,500	559	73,500	688	91,500	817
20,000	309	38,000	437	56,000	565	74,000	692	92,000	819
20,500	312	38,500	441	56,500	568	74,500	696	92,500	823
21,000	317	39,000	443	57,000	571	75,000	700	93,000	827
21,500	320	39,500	447	57,500	575	75,500	702	93,500	831
22,000	324	40,000	450	58,000	579	76,000	706	94,000	832
22,500	327	40,500	455	58,500	581	76,500	709	94,500	837
23,000	330	41,000	457	59,000	585	77,000	713	95,000	842
23,500	333	41,500	462	59,500	589	77,500	716	95,500	845
24,000	337	42,000	465	60,000	593	78,000	720	96,000	847
24,500	340	42,500	469	60,500	597	78,500	725	96,500	851
25,000	345	43,000	471	61,000	600	79,000	729	97,000	855
25,500	348	43,500	475	61,500	603	79,500	730	97,500	859
26,000	352	44,000	479	62,000	607	80,000	734	98,000	862
26,500	355	44,500	483	62,500	611	80,500	738	98,500	866
27,000	358	45,000	487	63,000	613	81,000	742	99,000	870
27,500	361	45,500	490	63,500	617	81,500	744	99,500	873
28,000	365	46,000	493	64,000	621	82,000	748	100,000	875

FNTG Online Rate Calculator: http://ratecalculator.fntg.com

Premiums shall be calculated as follows for policies in excess of $100,000

1. For policies of $100,001 - $1,000,000
Basic Premium
(1) Subtract $100,000 from policy amount.
(2) Multiply result in 1.(1) by **0.00554**
and round to nearest whole dollar
(3) Add **$875** to result in 1,(2).

2. For policies of $1,000,001 - $5,000,000
Basic Premium
(1) Subtract $1,000,000 from policy amount.
(2) Multiply result in 2.(1) by **0.00456**
and round to nearest whole dollar
(3) Add **$5,861** to result in 2,(2).

3. For policies of $5,000,001 - $15,000,000
Basic Premium
(1) Subtract $5,000,000 from policy amount.
(2) Multiply result in 3.(1) by **0.00376**
and round to nearest whole dollar
(3) Add **$24,101** to result in 3,(2).

4. For policies of $15,000,001 - $25,000,000
Basic Premium
(1) Subtract $15,000,000 from policy amount.
(2) Multiply result in 4,(1) by **0.00267**
and round to nearest whole dollar
(3) Add **$61,701** to result in 4,(2)

5. For policies in excess of $25,000,000
Basic Premium
(1) Subtract $25,000,000 from policy amount.
(2) Multiply result in 5.(1) by **0.00160**
and round to nearest whole dollar
(3) Add **$88,401** to result in 5,(2).

Below are the premiums calculated for specific amounts.

If there is any variance from these policy amounts, you must use the formula set out above.

Specific Amount	Basic Premium	Specific Amount	Basic Premium	Specific Amount	Basic Premium	Specific Amount	Basic Premium	Specific Amount	Basic Premium
101,000	**881**	130,000	**1,041**	159,000	**1,202**	188,000	**1,363**	217,000	**1,523**
102,000	**886**	131,000	**1,047**	160,000	**1,207**	189,000	**1,368**	218,000	**1,529**
103,000	**892**	132,000	**1,052**	161,000	**1,213**	190,000	**1,374**	219,000	**1,534**
104,000	**897**	133,000	**1,058**	162,000	**1,218**	191,000	**1,379**	220,000	**1,540**
105,000	**903**	134,000	**1,063**	163,000	**1,224**	192,000	**1,385**	300,000	**1,983**
106,000	**908**	135,000	**1,069**	164,000	**1,230**	193,000	**1,390**	400,000	**2,537**
107,000	**914**	136,000	**1,074**	165,000	**1,235**	194,000	**1,396**	500,000	**3,091**
108,000	**919**	137,000	**1,080**	166,000	**1,241**	195,000	**1,401**	600,000	**3,645**
109,000	**925**	138,000	**1,086**	167,000	**1,246**	196,000	**1,407**	700,000	**4,199**
110,000	**930**	139,000	**1,091**	168,000	**1,252**	197,000	**1,412**	800,000	**4,753**
111,000	**936**	140,000	**1,097**	169,000	**1,257**	198,000	**1,418**	900,000	**5,307**
112,000	**941**	141,000	**1,102**	170,000	**1,263**	199,000	**1,423**	1,000,000	**5,861**
113,000	**947**	142,000	**1,108**	171,000	**1,268**	200,000	**1,429**	2,000,000	**10,421**
114,000	**953**	143,000	**1,113**	172,000	**1,274**	201,000	**1,435**	3,000,000	**14,981**
115,000	**958**	144,000	**1,119**	173,000	**1,279**	202,000	**1,440**	4,000,000	**19,541**
116,000	**964**	145,000	**1,124**	174,000	**1,285**	203,000	**1,446**	5,000,000	**24,101**
117,000	**969**	146,000	**1,130**	175,000	**1,291**	204,000	**1,451**	6,000,000	**27,861**
118,000	**975**	147,000	**1,135**	176,000	**1,296**	205,000	**1,457**	7,000,000	**31,621**
119,000	**980**	148,000	**1,141**	177,000	**1,302**	206,000	**1,462**	8,000,000	**35,381**
120,000	**986**	149,000	**1,146**	178,000	**1,307**	207,000	**1,468**	9,000,000	**39,141**
121,000	**991**	150,000	**1,152**	179,000	**1,313**	208,000	**1,473**	10,000,000	**42,901**
122,000	**997**	151,000	**1,158**	180,000	**1,318**	209,000	**1,479**	11,000,000	**46,661**
123,000	**1,002**	152,000	**1,163**	181,000	**1,324**	210,000	**1,484**	12,000,000	**50,421**
124,000	**1,008**	153,000	**1,169**	182,000	**1,329**	211,000	**1,490**	13,000,000	**54,181**
125,000	**1,014**	154,000	**1,174**	183,000	**1,335**	212,000	**1,495**	14,000,000	**57,941**
126,000	**1,019**	155,000	**1,180**	184,000	**1,340**	213,000	**1,501**	15,000,000	**61,701**
127,000	**1,025**	156,000	**1,185**	185,000	**1,346**	214,000	**1,507**	20,000,000	**75,051**
128,000	**1,030**	157,000	**1,191**	186,000	**1,351**	215,000	**1,512**	25,000,000	**88,401**
129,000	**1,036**	158,000	**1,196**	187,000	**1,357**	216,000	**1,518**	30,000,000	**96,401**

Rates in Texas are set by the Texas Department of Insurance. For More Information, go to TDI's Website: www.tdi.texas.gov/title/index.html

Great care has been taken to make these tables correct though there is no warranty of complete accuracy **5/1/2013**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Valley Land Title Company, LTD dba Valley Land Title Co.

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

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

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

Mr. Alonzo Cantu
Name of Officer

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

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

☐ Yes ☒ No

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Mr. Cantu owns in excess of 10% of Valley Land Title Company, LTD dba Valley Land Title Co.

4

Signature of person doing business with the governmental entity

5/15/14
Date

Paul R. Rodriguez, CEO of Valley Land Title Co.

Adopted 06/29/2007

Hidalgo County Regional Mobility Authority
Request for Proposals for
Title Report/Title Commitments -2014

PROJECT NAME: Title Report/Commitment Services - HCRMA - 2014

PROPOSAL OPENING DATE: May 9, 2014 at 4:00 p.m.

TO: Pilar Rodriguez, PE, Executive Director, HCRMA, Hidalgo County, Texas

Proposal of LandtitleUSA, Inc.

(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 includes any incidental costs:

Item 1 - Title Search, Report and Exhibits – Per individual property ownership.

Cost per Title Report $ 400.00

Item 2 - Title Commitment – Per fee schedule.

Include a copy of your Company's fee schedule for Title Commitments.

Respectfully submitted this 9th day of May, 2014

Specify number of days after staff notifies successful respondent that services are needed to complete a title report 5 days. (not to exceed 10 days)

SIGNATURE:

TYPE/PRINT NAME: Melissa N. Mikulik

TITLE: President

COMPANY: LandtitleUSA, Inc.

ADDRESS: 315 East McIntyre

TELEPHONE NO.: 956-383-1656

FAX NO.: 956-380-0428

EMAIL: melissa@landtitleusa.com

Hidalgo, Cameron, Starr, Willacy, Webb, Bexar, Travis & Harris Counties
315 East McIntyre • Edinburg, Texas 78541 • (956) 383-1656

Melissa N. Mikulik
President
Melissa@landtitleusa.com

May 9, 2014

Ms. Flor Koll
Project Administrator
Hidalgo County Regional Mobility Authority
118 South Cage Boulevard
Pharr, Texas 78577

RE: RFP Title Report/Title Commitment Services – HCRMA -2014

Dear Ms. Koll:

We are pleased to submit our proposal for the title reports and title commitments to the RMA. We have extensive experience with right of way projects having worked closely with Property Acquisition Services from 2008-2010 in many aspects of the Hidalgo Loop and TRZ project. We are familiar with the process of identifying the property using R numbers on the GIS maps, locating NULL numbers on said maps, preparing necessary information for Rights of Entry, and preparing the title examinations.

Our company was formerly named Hidalgo County Abstract & Title Co., Inc. In 2004 we changed our name to LandtitleUSA, Inc. to more appropriately reflect our expansion to other counties outside of Hidalgo County. The original company charter was in 1912 and under the current ownership since 1995. The principals in the company are Dale Nixon, Chairman of the Board, myself as President and Charles S. Nixon, Vice-President.

We own the original title plant in Hidalgo County and maintain our own records on a go forward basis with a full staff posting downloads from the county courthouse daily to keep our records as current as the county clerk. Our records and search capabilities are fully computerized. We use title software written by our own team of programmers and continue to improve our process to be able to produce title reports and examinations in an efficient and expedient manner. All the title examination occurs at our corporate location in Edinburg. We have the capabilities to perform title examination anywhere in the world using our technology of having the title plants available over the internet for access.

Our company has offices in the following locations in addition to the corporate office listed above:

- 227 North FM 2167 Suite 100 Rio Grande City, Texas 78582
- 10511 McPherson Road Suite 200 Laredo, Texas 78045

- 3700 North 10th Street Suite 102 McAllen, Texas 78504
- 6243 IH 10 West Suite 105 San Antonio, Texas 78201
- 340 North Sam Houston Pkwy East Suite 268 Houston, Texas 77060

I personally worked closely with Property Acquisition Services in 2008-2010. The project was extensive and required a tremendous amount of detail in learning the steps in the process of right of way acquisition. We know the process begins with the initial right of entry process to title report to survey for the easement/fee piece and ultimately the offer and contract to purchase (or condemnation proceeding) and finally title commitment/closing. As you are aware, the process was halted and never made it past the initial title report stage. Joe Gonzalez, Chief Title Examiner in my office, oversaw all the title examination and issuance of title reports. The project also required the continued assistance of the Manager of Tax Service in my office, Dianna Sanchez, who assisted in cross referencing R numbers, legal descriptions and GIS maps. I handled the coordination of the timelines, delivery of data and reports, invoicing and communication between our company and PAS. I also handled all the investigation of the missing parcel numbers (called "NULLS") on the maps provided.

We worked on the following aspects of the Hidalgo Loop Project:

1) We were provided a list of all R numbers relating to all the property to be contained in the TRZ and Segments A-D of the proposed Hidalgo Loop and we provided copies of all vesting deeds. We accomplished this by writing a program to integrate with our website, LandtitleUSA.com, to export the deeds using the R numbers. The deeds in their entirety were delivered to PAS in a week's time using an FTP site for delivery. There were approximately 2,000 deeds provided.
2) We were provided a map of the proposed TRZ alignment and were asked to prepare title reports for the property touching any part of the proposed TRZ as shown on the map. We utilized only the map containing R numbers and determined the legal descriptions from that map. In addition, we located the legal descriptions of those parcels not labeled with R numbers.
3) We worked together with Pate Transportation in the writing of the legal description for the proposed TRZ.
4) We were provided with GIS maps of Sections A and C of the proposed Hidalgo Loop. Utilizing those maps, we determined the various tracts and prepared title reports for each parcel as contained in individual deeds. We also located any property on the map within the loop not identified by R number on the maps.
5) We issued approximately 269 title reports for this phase of the project.

You may contact Michael Mahar with Property Acquisition Services for reference on this project. He may be reached at 713-553-1417.

We also worked with Aranda & Associates in 2013 to provide title reports for property that was to be part of the Hidalgo Loop. We were provided with copies of maps and also using the same process as above, issued title reports covering property as depicted on those maps. We issued approximately 100 reports for this project.

You may contact Jaime Aranda with Aranda & Associates for references on that project. He may be reached at 956-605-0906.

We also worked with Quintanilla Engineering on the expansion of the Mile 2 and Inspiration Road projects in Mission. We were provided with legal descriptions of each parcel to be acquired and we provided title reports. The Mile 2 project is at the acquisition stage currently. We have issued title commitments upon receipt of each contract of acquisition and are currently closing the acquisitions now. That project has been transferred to L & G Engineering and we are working with them on the current closings. We issued approximately 130 title reports for this project. We have issued approximately 25 commitments and done 18 closings to date for this project.

You may contact Alfonso Quintanilla with Quintanilla Engineering for reference at (956) 381-6480 and Luana Gonzalez with L & G Engineering at (956) 585-1909.

Our staff of 7 experienced title examiners with a combined experience of over 75 years in title examination together with the state of the art technology our company possesses makes us a prime candidate to handle this project. I personally have 20 years of experience in the title industry focusing on examination, closing and coordination of projects such as this. Further, our deep and comprehensive understanding of right of way projects allows us to provide excellent service in the setup and completion of the project.

The workload we carry is balanced with any new business we acquire. We are extremely conscious of deadlines and set realistic expectations with our clients to ensure deadlines are met. As I mentioned already, we have a fully computerized title plant in Hidalgo County which allows to examine title in an expedient fashion.

There is no pending litigation against our firm. We carry Professionally Liability Insurance of $1,000,000 through Landmark American Insurance Company.

Being a title company, we have banking relationships at various financial institutions. The main bank is PlainsCapital Bank. Our officer is Larry Gonzalez and he can be reached at 956-283-2255.

We thank you in your consideration of LandtitleUSA, Inc. for your title examination and closing needs. We look forward to hearing from you soon.

Sincerely,

Melissa N. Mikulik

Listing of Projects

Hidalgo Loop Project (Section A and C) PAS Property Acquisition Services, Inc. Michael Mahar 19855 Southwest Freeway, Suite 200 Sugar Land, Texas 77479 Phone (713) 553-1417	2008-2009	Reports: 269	@ $350.00 each
Hidalgo Loop Project Aranda & Associates Land Surveying, Jaime Aranda 1552 West Dove Avenue McAllen, Texas 78504-3439 Phone (956) 605-0906	2012	Reports: 99	@ $350.00 each
Mile 2 and Inspiration Road Projects Quintanilla Engineering Alfonso Quintanilla 124 E. Stubbs Edinburg, Texas 78539 Phone (956) 381-6480	2011-2013	Reports 126	@ $400.00 each

Note: The Mile 2 properties are now being insured and handled by
L & G Engineering
Luana Gonzalez
900 S. Stewart Rd., Ste.9
Mission, Texas 78572
Phone (956)585-1909
Total Cost for Reports $30,087.00

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
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.)

Title Basic Premium Calculation for Policies in Excess of $100,000

(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

Examples for Policies in Excess of $100,000

Example 1:

(1) Policy is $268,500

(2) Subtract $100,000 ==> $268,500 - $100,000 ==> Result = $168,500

(3) Multiply by 0.00554 ==> $168,500 x 0.00554 ==> $933.49 ==> Result = $933

(4) Add $875 ==> $933 + $875 ==> Final Result = $1,808

Example 2:

(1) Policy is $4,826,600

(2) Subtract $1,000,000 ==> $4,826,600 - $1,000,000 ==> Result = $3,826,600

(3) Multiply by 0.00456 ==> $3,826,600 x 0.00456 ==> $17,449.30 ==> Result = $17,449

(4) Add $5,861 ==> $17,449 + $5,861 ==> Final Result = $23,310

Example 3:

(1) Policy is $10,902,800

(2) Subtract $5,000,000 ==> $10,902,800 - $5,000,000 ==> Result = $5,902,800

(3) Multiply by 0.00376 ==> $5,902,800 x 0.00376 ==> $22,194.53 ==> Result = $22,195

(4) Add $24,101 ==> $22,195 + $24,101 ==> Final Result = $46,296

Example 4:

(1) Policy is $17,295,100

(2) Subtract $15,000,000 ==> $17,295,100 - $15,000,000 ==> Result = $2,295,100

(3) Multiply by 0.00267 ==> $2,295,100 x 0.00267 ==> $6,127.92 ==> Result = $6,128

(4) Add $61,701 ==> $6,128 + $61,701 ==> Final Result = $67,829

Example 5:

(1) Policy is $39,351,800

(2) Subtract $25,000,000 ==> $39,351,800 - $25,000,000 ==> Result = $14,351,800

(3) Multiply by 0.00160 ==> $14,351,800 x 0.00160 ==> $22,962.88 ==> Result = $22,963

(4) Add $88,401 ==> $22,963 + $88,401 ==> Final Result = $111,364

Item 3C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3C**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/14/14**
FINANCE COMMITTEE		**MEETING DATE**	**7/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014-70 – APPROVAL OF AN INTERLOCAL AGREEMENT WITH THE CITY OF MISSION TO PARTICIPATE IN A WATER LINE ADJUSTMENT AS PART OF THE STATE HIGHWAY 365 PROJECT SEGMENT 4 FROM FM 396 TO FM 1016.**

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

   Approval of a request from the City of Mission to participate with a water line improvement project in conflict with the proposed SH 365 Segment 4 Project at the SH 365/Los Indios/Conway intersection. Participation is requested in the amount of $194,867.00.

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

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

5. Staff Recommendation**: Motion to approve Resolution 2014 -70 – Approval of an Interlocal Agreement with the City of Mission to participate in water line adjustment as part of the State Highway 365 Project Segment 4 from FM 396 to FM 1016 as presented.**

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

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

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

9. Chief Financial Officer's Recommendation: ___ Approved ___ Disapproved **X** None

10. Executive Director's Recommendation: **X** Approved ___ Disapproved ___ None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: July 14, 2014

Re: **Approval of an Interlocal Agreement with City of Mission for a Water Line Adjustment**

Background
At the March 19, 2014, regular meeting, the Hidalgo County Regional Mobility Authority (HCRMA) Board of Directors approved the 2015-2019 Strategic Plan Update, which included design and acquisition for right of way for SH 365 Segment 4 from FM 396 (Anzalduas Highway) to FM 1016 (Conway Avenue). No construction funding has been secured for this segment.

Goal
The City of Mission is developing plans to extend a 16 inch water line along the right of way of the Old Military Highway westward from the intersection of Los Indios Road and Conway Avenue. The City recognized that placement of the proposed water line along the Old Military Highway align would conflict with the proposed SH 365 Segment 4 Project. Mission has requested that the HCRMA participate with the segment that would be in conflict in order to prevent future relocation, which would be a compensable utility based on time table for the water line project.

Staff has worked with the City of Mission to locate an alignment that would prevent conflict with SH 365 Project and still meet the requirements for the water line project. The HCRMA's proposed participation is estimated at $194,867.00. This cost includes the cost of the water line in conflict, related appurtenances and the easements necessary for construction and operation of the conflict portion of the line.

Options
The Board may disapprove the participation with the City of Mission and defer the work to a future date.

Recommendation
Based on review by this office, **approval of Resolution 2014 -70 – Approval of an Interlocal Agreement with the City of Mission to participate in water line adjustment as part of the State Highway 365 Project Segment 4 from FM 396 to FM 1016 in the amount of $194,867.00.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 70

APPROVAL OF INTERLOCAL AGREEMENT WITH THE CITY OF MISSION FOR PARTICIPATION WITH A WATER LINE ADJUSTMENT IN CONFLICT WITH THE STATE HIGHWAY 365 PROJECT SEGMENT 4 FROM FM 396 TO FM 1016

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

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

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

WHEREAS, 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 City of Mission recognizes the importance of mobility to the region's economic vitality through the efficient movement of goods, services and people; and

WHEREAS, the City of Mission is developing plans to extend a 16 inch water line along the alignment of the State Highway 365 Segment 4 Project and recognized that it would be in conflict with the future roadway improvements; and

WHEREAS, the Authority is willing participate with a pro rata share for the adjustment of the water line to avoid a conflict;

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 City of Mission for participation with the water line adjustment to avoid conflict with the State Highway 365 Segment 4 Project, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Interlocal Agreement with the City of Mission.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of July, 2014, at which meeting a quorum was present.

Dennis Burleson, Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A
INTERLOCAL AGREEMENT WITH CITY OF MISSION FOR A WATER LINE ADJUSTMENT ALONG STATE HIGHWAY 365 SEGMENT 4 PROJECT

INTERLOCAL AGREEMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

This Interlocal Agreement made and entered into effective as of the 23rd day of July, 2014, by and among the **CITY OF MISSION**, Texas, a home rule municipality (hereinafter referred to as the "City"), in the jurisdiction of the Hidalgo County Regional Mobility Authority, and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas operating pursuant to Chapter 370, Texas Transportation Code (hereinafter referred to as "HCRMA" or the "Authority"), all situated in Hidalgo County in the Rio Grande Valley of Texas.

The initial addresses of the parties, which either party may change by giving written notice of its changed address to the other party, are as follows:

HCRMA
Pilar Rodriguez
Executive Director
PO Box 1776
Pharr, Texas 78577

City of Mission
Martin Garza
City Manager
1200 E. 8th Street
Mission, Texas 78572

WITNESSETH:

WHEREAS, Chapter 791 of the Texas Government Code (the "Texas Interlocal Cooperation Act") provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the Texas Transportation Code provides that a regional mobility authority may enter into contracts or agreements with another governmental entity for project development related services; and

WHEREAS, the City and the HCRMA share the goal of improving mobility within the City and throughout the region; and

WHEREAS, the HCRMA has adopted the 2012-2017 Strategic Plan – Program Manager Strategy No. 8, which includes the SH 365 project from US 281/Military Highway to FM 1016 (Phase I) and FM 396 to FM 1016 (Phase II) (the "Project"); and

WHEREAS, the HCRMA has requested that the City partner with the Authority to advance the SH 365 Phase II from FM 396 to FM 1016 (the "Project Segment"); and

WHEREAS, the development of the Project Segment will improve mobility and quality of life in the City and throughout the region; and

WHEREAS, the development of the Project Segment will promote new and expanded business enterprises that create or retain primary jobs within the City; and

WHEREAS, the City of Mission is developing a water line improvement project in the vicinity of SH 365 and FM 1016 (Conway Avenue) that is in conflict with the proposed right of way and roadway improvements for SH 365; and

WHEREAS, the Parties have agreed that adjustment of the waterline alignment would avoid future conflict with the SH 365 Phase II Project; and

WHEREAS, the HCRMA has agreed to participate with a pro rata share of the waterline improvement project costs;

NOW, THEREFORE, the City and the HCRMA hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

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All of the recitals and above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

IN WITNESS HEREOF, the City of Mission and the Hidalgo County Regional Mobility Authority have made and duly executed this Agreement by authorized parties in multiple copies, each of which is an original.

CITY OF MISSION

_____
Norberto Salinas, Mayor
Date: _____

Attest**:**

_____
Anna Carrillo, City Secretary

Approved as to form:

_____
Mission City Attorney

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

_____
Dennis Burleson, Chairman
Date: _____

Attest:

_____
Ricardo Perez, Secretary/Treasurer

Approved as to form:

_____
Dan Rios, HCRMA Attorney

I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below.

"**Waterline Improvement Project**" means the preparation and submittal of plans, specifications & estimates (PS&E), easement acquisition and construction of the waterline and related appurtenances.

"**Agreement**" means this Interlocal Agreement by and between the HCRMA and the City.

"**City**" means the City of Mission, a home rule municipality.

"**HCRMA**" means the Hidalgo County Regional Mobility Authority, a political subdivision operating under Chapter 370, Texas Transportation Code.

"**Project Segment**" means that certain segment of SH 365 Phase II from FM 396 to FM 1016 that is the subject of this Agreement.

II. DUTIES OF THE CITY

The City agrees to construct the waterline in a mutually agreed upon location to avoid future conflict with the SH 365 Phase II Project.

A. The City will procure, negotiate and contract professional services for design of the waterline improvement project and acquisition of necessary right of way and/or easements. The City will competitively bid the construction of the waterline improvement project. The City will comply with all state and federal procurement guidelines for such services.

B. A description of anticipated costs for the waterline improvement project is attached as Exhibit A. The costs outlined in Exhibit A are estimates only.

C. The actual cost for the waterline improvement project may vary from the costs estimated herein; provided that the HCRMA is not responsible for any additional costs above the estimates in Exhibit A unless written request is made by the City, describing the nature and justification for the additional costs, and further provided that such additional costs are agreed to by the HCRMA. Upon completion and acceptance of the improvements by both parties, the City will reconcile expenditures and any funds remaining will be refunded to the HCRMA within 30 days of the date of approval of the reconciliation by both parties.

D. Funds provided by the HCRMA under this Agreement shall only be used only for the waterline improvement project.

E. Audit.

The City will allow the HCRMA access to any and all electronic files, books, documents, papers and records for the purpose of making an audit of the professional services and construction contracts provided to the City by its consultants and contractors for the waterline improvement project.

E. Public Information Requests.

At the request of the HCRMA, the City will process requests for information deemed public under the Texas Public Information Act (Chapter 552, Texas Government Code) related to the services defined in this Agreement in accordance to applicable laws, City and HCRMA policies.

III. DUTIES OF HCRMA

A. Performance of Services.

Subject to the terms of this Agreement, the HCRMA shall supervise the performance of services related to the waterline improvement project to ensure that improvement do not conflict with the SH 365 Phase II improvements.

B. Payment.

The HCRMA shall deposit, with the City, the pro rata cost of the waterline improvement project as outlined in Exhibit "A". Upon completion and acceptance of the improvements by both parties, the City will reconcile expenditures and any funds remaining will be refunded to the HCRMA within 30 days of the date of approval of the reconciliation by both parties.

IV. TERM

This Agreement shall begin on the Effective Date and continue through the term for final reconciliation as described in Section III (B) above.

V. MISCELLANEOUS

A. Other Expenses or Services.

Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of any party to undertake or not to undertake any other expense or service, except as contemplated by this Agreement or in a separate written instrument executed by the parties.

B. Governmental Immunity.

The parties waive governmental immunity, including specifically immunity from suit, to the extent allowed by law, only to the extent necessary for the other parties to enforce their rights under this Agreement. Except as specifically waived in the preceding sentence, nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the parties nor to create any legal rights or claims on behalf of any third party. None of the parties waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

C. Force Majeure.

Force majeure includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, and any other inabilities of any party to carry out its obligations under this Agreement and not within the control of the party claiming such inability, and which by the exercise of due diligence and care such party could not have avoided.

In the event any party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that, upon such party's giving notice and full particulars of such force majeure in writing to the other parties within five business days after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

D. Entire Agreement.

This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties with regard to Advance Project Development, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

The Parties find and determine that the City and the HCRMA have authorized and approved this Agreement by resolutions adopted by their respective bodies and this Agreement will be in full force and effect on its Effective Date.

E. Applicable Laws.

This Agreement is subject to all laws of the State of Texas, the City Charter and Ordinances of the City, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officer having relevant jurisdiction, including the Texas Department of Transportation. Venue for any litigation relating to this Agreement shall be Hidalgo County, Texas.

F. Assignment.

No party shall have the right to assign the rights, obligations, responsibilities, or privileges of this Agreement without the written consent of the others.

G. Parties in Interest.

This Contract shall not bestow any rights upon any third party, but rather shall bind and benefit the City and HCRMA only.

H. Amendments and Modifications.

This Agreement may not be amended or modified except in writing and executed by all three parties to this Agreement and authorized by their respective governing bodies.

I. Severability.

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a matter that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed validated and enforceable.

J. Execution in Counterparts.

This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

K. Texas Department of Transportation.

Pursuant to outstanding agreements between the HCRMA and the Texas Department of Transportation, this Agreement may be subject to review by the Texas Department of Transportation.

***

EXHIBIT A

ESTIMATE OF COST FOR WATERLINE IMPROVEMENT PROJECT
FOR
SH 365 PHASE II FROM FM 396 TO FM 1016

4/19/2013

ENGINEER'S ESTIMATE
16 INCH LOOP ALONG MILITARY ROAD
CONWAY TO INSPIRATION
CITY OF MISSION

1.	16" SDR18 PVC water main	9000	LF	$	35.00	$	315,000.00
2.	16" x 16" Tee w/couplings	2	EA	$	2,000.00	$	4,000.00
3.	16" Gate valve	4	EA	$	6,600.00	$	26,400.00
4.	16" 45 degree bends	5	EA	$	2,000.00	$	10,000.00
5.	Bore Railroad tracks w/30" steel casing	100	LF	$	220.00	$	22,000.00
6.	Bore Conway w/30" steel casing	150	LF	$	200.00	$	30,000.00
7.	Bore UID Main Canal w/30" steel casing	240	LF	$	250.00	$	60,000.00
8.	Clearing for alignment	3000	LF	$	10.00	$	30,000.00
Sub-total:						$	497,400.00
Contingencies 5%:							24,870.00
				Total:		$	522,270.00

RMA Participation:							
	Bore Railroad tracks w/30" steel casing	100	LF	$	220.00	$	22,000.00
	Bore Conway w/30" steel casing	150	LF	$	200.00	$	30,000.00
	16" SDR18 PVC water main	1215	LF	$	35.00	$	42,525.00
	Engineering & Surveying	1	LS	$	100,342.00	$	100,342.00
				Total:		$	194,867.00

EXHIBIT B
MAP OF PROJECT, INCLUDING WATERLINE IMPROVEMENT PROJECT

Inspiration
Lake View
Crystal
Meadow Way
Tahoe
River Bend
FM 1016
Las Palmas
Bentsen Palm, LTD
Dietz Florine
Dietz S V DR
John B Hardwick
Elizabeth Ann Parker
J&L Stables, LLC
Lucila Pena Dietz
A.H.D. And L.P. MCColl
AHD & McColl LP
First National Bank
ABM Development LLC
Options Development Partners LP
PROPOSED WATERLINE
Military
Unnamed Street

N
W E
S

1 inch = 600 feet

MELDEN & HUNT INC.
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EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
FIRM NO. 10096800

BOOK: PG.
DATE: 8/10/15
SCALE: 1" = 600'
JOB NAME:
PROJECT:
DRAWN BY: A. Reina

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Item 3D

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3D**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/14/14**
FINANCE COMMITTEE		**MEETING DATE**	**7/23/14**
TECHNICAL COMMITTEE			

2. Agenda Item: **RESOLUTION 2014-71 - APPROVAL OF PROFESSIONAL SERVICE AGREEMENTS WITH RABA KISTNER AND L&G LABORATORIES FOR GEOTECHNICAL ENGIEERING SERVICES FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT.**

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

Approval of Professional Service Agreements with Raba Kistner and L&G Laboratories for geotechnical engineering services for the International Bridge Trade Corridor Project.

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

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

5. Staff Recommendation**: Motion to approve Resolution 2014-71 – Approval of Professional Service Agreements with Raba Kistner and L&G Laboratories for geotechnical engineering services for the International Bridge Trade Corridor 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: ___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: July 14, 2014

Re: **Award of Contract for Geotechnical Engineering Services for the International Bridge Trade Corridor 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 L&G Laboratory, Terracon and Raba Kistner for Geotechnical Engineering Services:

On December 13, 2013, the HCRMA Board of Directors interviewed firms, selected Raba Kistner and L&G Laboratories and authorized staff to negotiate professional service agreements with both firms.

Goal
With approval of the update to the HCRMA 2015-2019 Strategic Plan, the International Bridge Trade Corridor (IBTC) Project is schedule to bid in December of 2015. In order to meet this schedule, final plans, specifications and estimates will need to be prepared by a consulting engineer. In order for the final design to be completed, geotechnical engineering services will be necessary to determine sub-surface conditions for design of structural elements and the pavement structure.

Staff has negotiated Professional Service Agreements with both Raba Kistner and L&G Laboratory to provide the necessary Geotechnical Engineering Services for the IBTC Project.

Options
The Board of Directors could chose to not award the Professional Service Agreements or defer action to a future agenda.

Recommendation
Based on review by this office, **approval of Resolution 2014-71– Approval of Professional Service Agreements with Raba Kistner and L&G Laboratories for Geotechnical Engineering Services for the International Bridge Trade Corridor is recommended as presented.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 71

APPROVAL OF PROFESSIOAL SERVICES AGREEMENT WITH RABA KISTNER AND L&G LABORATORY FOR GEOTECHNICAL ENGINEERING SERVICES FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT

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

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

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

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

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, 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 Geotechnical Engineering Services and recommends that Board of Directors interview Raba Kistner, L&G Laboratory and Terracon; and

WHEREAS, on January 22, 2014, the Board of Directors the Board of Directors formally interviewed 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 of Raba Kistner and L&G Laboratory for Geotechnical Engineering Services; and

WHEREAS, staff has negotiated Professional Service Agreements with Raba Kistner and L&G Laboratory for Geotechnical Engineering Services; and

WHEREAS, the Authority has determined it is necessary to Professional Service Agreements with Raba Kistner and L&G Laboratory for Geotechnical Engineering Services for the International Bridge Trade Corridor Project;

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

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

Section 2. The Board hereby approves Professional Service Agreements with Raba Kistner and L&G Laboratory for Geotechnical Engineering Services for the International Bridge Trade Corridor Project, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Professional Service Agreements for Geotechnical Engineering Services with Raba Kistner and L&G Laboratory.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of July, 2014, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

Exhibit A

Professional Service Agreements
with
Raba Kistner and L&G Laboratory
for
Geotechnical Engineering Services
for
the
International Bridge Trade Corridor

STATE OF TEXAS §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING / DESIGN SERVICES (IBTC GEOTECHNICAL SERVICES-RABA KISTNER)

THIS CONTRACT FOR ENGINEERING SERVICES is made by and between the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter the "Authority") and Raba Kistner, Inc. (hereinafter the "Engineer"), having its principal business address at 12821 W. Golden Lane, San Antonio, Texas 78249 for the purpose of contracting for engineering services (hereinafter the "Agreement").

WITNESSETH

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

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

WHEREAS, pursuant to the Procurement and the Authority Board of Director's (the Board's) ranking of respondents thereto, the Board finds it to be in the best interest of the Authority to engage the Engineer to provide geotechnical engineering services; as required for the development of the Project as approved by the Authority to with: the **IBTC GEO-TECHNICAL / SEGMENT 0010 BORINGS FOR: BRIDGE, PAVEMENT AND EMBANKMENTS AND OVERWEIGHT PAVEMENT DESIGN FOR IBTC ASPHALT / CONCRETE AND OVERWEIGHT CONCRETE DESIGN FOR SH 365** (the "Project");

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

AGREEMENT

ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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

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

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

ARTICLE II
AGREEMENT PERIOD

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2014 unless the Agreement period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Section 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Section 14, Termination. Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

ARTICLE III
COMPENSATION

3.1 Maximum Amount Payable. The maximum amount payable under this contract is $520,433.54 unless modified (1) modified written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements or (2) modified through a work authorization as set forth in Article V, provided that such work authorizations is adopted by Board action.

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

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

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

ARTICLE IV
PAYMENT REQUIREMENTS

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

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

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

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

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

4.6 **Required Reports.**

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

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

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

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

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

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

ARTICLE V
WORK AUTHORIZATIONS

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

ARTICLE VI
SIGNATORY WARRANTY

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

ARTICLE VII
NOTICES

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

Engineer:	**Authority:**
Raba Kistner, Inc. 12821 W. Golden Lane San Antonio, Texas 78249 Attn: Chris L. Schultz, President	Hidalgo County Regional Mobility Authority (HCRMA) 118 South Cage Boulevard, 4th Floor Pharr, Texas 78577 Attn: Pilar Rodriguez, P.E., Executive Director

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

ARTICLE VIII
INCORPORATION OF PROVISIONS

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

SIGNATORIES

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

AUTHORITY

By: _____

Name: Pilar Rodriguez

Title: Executive Director

Hidalgo County Regional Mobility Authority

Date: _____

ENGINEER

By: _____

Name: Chris L. Schultz

Title: President
Raba Kistner, Inc.

Date: _____

:

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

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

ATTACHMENT A
GENERAL PROVISIONS

ATTACHMENT A
GENERAL PROVISIONS

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ATTACHMENT A
GENERAL PROVISIONS

SECTION 1. WORK AUTHORIZATIONS

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. PROGRESS

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

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

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

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

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

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

SECTION 3. SUSPENSION OF WORK AUTHORIZATION

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

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

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

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

SECTION 4. ADDITIONAL WORK

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

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

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

SECTION 5. CHANGES IN WORK

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

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

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

SECTION 6. SUPPLEMENTAL AGREEMENTS

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

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

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

SECTION 7. OWNERSHIP OF DATA

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

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

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

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

SECTION 8. PUBLIC INFORMATION AND CONFIDENTIALITY

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

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

SECTION 9. PERSONNEL, EQUIPMENT AND MATERIAL

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

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

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

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

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

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

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

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

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

SECTION 10. SUBCONTRACTING

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

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

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

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

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

SECTION 11. INSPECTION OF WORK

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

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

SECTION 12. SUBMISSION OF REPORTS

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

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

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

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

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

SECTION 14. TERMINATION

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

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

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

C. Value of Completed Work. If the Engineer defaults in the performance of this Agreement or if the Authority terminates this Agreement for fault on the part of the Engineer, the Authority will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed

the rates set forth in Attachment E, Fee Schedule) by the Engineer in performing the work to the date of default; (2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the Authority; (4) the cost to the Authority of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; and (6) other factors which affect the value to the Authority of the work performed.

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

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

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

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

SECTION 15. COMPLIANCE WITH LAWS

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

SECTION 16. INDEMNIFICATION

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

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

SECTION 17. ENGINEER'S RESPONSIBILITY

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

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

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

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

SECTION 18. NONCOLLUSION

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

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

SECTION 19. INSURANCE

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

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

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

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

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

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

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

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

SECTION 20. GRATUITIES

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

SECTION 21. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS

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

SECTION 22. MAINTENANCE, RETENTION AND AUDIT OF RECORDS

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

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

SECTION 23. CIVIL RIGHTS COMPLIANCE

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

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

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

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

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

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

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

SECTION 24. PATENT RIGHTS
The Authority; and if appropriate, the Texas Department of Transportation; and the U. S. Department of Transportation shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Engineer under this Agreement.

SECTION 25. COMPUTER GRAPHICS FILES
The Engineer agrees to comply with Attachment G, Computer Graphics Files for Document and Information Exchange, if determined by the Authority to be applicable to this Agreement.

SECTION 26. CHILD SUPPORT CERTIFICATION
Under Section 231.006, Texas Family Code, the Engineer certifies that the individual or business entity named in this Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Engineer is liable to the Authority for attorney's fees, the cost necessary to complete this Agreement, including the cost of advertising and awarding a second Agreement, and any other damages provided by law or this Agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

SECTION 27. DISPUTES

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

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

SECTION 28. SUCCESSORS AND ASSIGNS

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

SECTION 29. SEVERABILITY

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

SECTION 30. PRIOR AGREEMENTS SUPERSEDED

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

SECTION 31. CONFLICT OF INTEREST

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

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

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

C. Environmental Disclosure. If the Engineer will prepare an environmental impact statement or an environmental assessment under this Agreement, the Engineer certifies by executing this Agreement that it has no financial or other interest in the outcome of the project on which the environmental impact statement or environmental assessment is prepared.

SECTION 32. OFFICE OF MANAGEMENT AND BUDGET (OMB) AUDIT REQUIREMENTS

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

SECTION 33. CERTIFICATIONS

A. The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive Federal funds and, when requested by the Authority, to furnish a copy of the certification.

B. In accordance with Department of Transportation, Title 49, Code of Federal Regulations, Part 29 and by signature on this Agreement and the Debarment Certification attached hereto as Attachment K, the Engineer certifies its compliance and the compliance of any subconsultants or subcontractors present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving federal, state or Authority funds:

(1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
(2) does not have a proposed debarment pending;
(3) has not been suspended debarred, voluntarily excluded, or determined ineligible by an federal agency within the past three (3) years; and
(4) has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years as specified by Title 49, Code of Federal Regulations, paragraph 29.305(a).

C. The Engineer agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code as codified in Title 48, Federal Acquisition Regulations, Subpart 3.8 and subpart 52.203.11, prohibiting federal funds from being expended by a recipient or lower-tier subrecipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract or cooperative agreement. If federal funds are applied to the services under this Agreement, the Engineer and any subconsultants or subcontractors would be required to complete the Certification of Federal Contracts and, if necessary, the Disclosure of Lobbying Activities.

D. If the Project is a federal aid project, Engineer is required to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), which prohibit the use under non-exempt federal contract, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the USEPA Assistant Administrator of Enforcement.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE AUTHORITY

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE AUTHORITY

GENERAL

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

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

PS&E P.S. & E. Development

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

1. Authorization to begin work.
2. Timely payment for work performed by the **Engineer** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project.
5. Review and approve the **Engineer**'s progress schedule with milestone activities and/or deliverables identified.
6. Provide timely review and decisions in accordance with **TxDOT's Advanced Funding Agreement for SH365** in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule identified in Attachment F.
7. Request Project CSJ's from TxDOT.

ROUTE AND DESIGN STUDIES (FC 110)

The **AUTHORITY** will provide the following:

Design Criteria

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

Schematic Update

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

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE AUTHORITY

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

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

RIGHT-OF-WAY DATA (FC 130)

The **AUTHORITY** will provide the following:

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

FIELD SURVEYING AND PHOTOGRAMMETRY (FC 150)

The **AUTHORITY** will provide the following:

Deliverables:

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

DRAINAGE (FC 161)

The **AUTHORITY** will provide the following:

1. Timely review/approval of the Hydraulic Study.

MISCELLANEOUS ROADWAY (FC 163)

The **AUTHORITY** will provide the following:

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

MANAGEMENT (FC 164)

The **AUTHORITY** will provide the following:

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

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

GENERAL SCOPE OF WORK

Geotechnical Borings and Investigations: The Engineer shall determine the location of the soil borings for the design of the proposed bridge at the U.S. Business 83 interchange, for the slope stability and settlement analyses of the proposed embankments, for the design of the proposed irrigation canal re-alignment, and for the pavement design, in general accordance with the latest edition of the Texas Department of Transportation's (TxDOT's) Geotechnical Manual. Hidalgo County RMA (herein after referred to as HCRMA) representatives will review and provide comments for a boring layout submitted by the Engineer showing the general location and depths of the proposed borings. Once the Engineer receives the HCRMA's review comments, they shall perform soil borings (field exploration work), soil testing, and prepare the boring Wincore logs in accordance with the latest edition of the State's Geotechnical Manual and District's procedures and design guidelines. The Engineer shall perform coring of existing pavement for the purposes of advancing borings only. No core pavement samples will be obtained.

Per information provided by the HCRMA, the current boring program includes nine bridge borings to a maximum average depth of 75 ft, forty embankment borings to a maximum average depth of 30 ft, ten underwater (UW) embankment borings to a maximum average depth of 60 ft, fifty seven pavement borings to a maximum average depth of 10 ft, two pavement borings to a maximum average depth of 15 ft, and two irrigation canal borings to a maximum average depth of 15 ft.

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For cost estimating purposes, we have been asked to assume that ten 60-ft deep UW embankment borings and two of the 10-ft deep pavement borings will require environmental drilling techniques, while the remaining borings can be drilled utilizing standard drilling techniques. For the environmental borings, we have been instructed to assume that drill cuttings can be reutilized to backfill boreholes, or can be spread on site. Environmental testing will be limited to random sampling of drill cuttings for disposal evaluation purposes only. No environmental opinions or preparation of disposal plans for construction will be required as part of the authorized scope of work. Further, our cost assumes that right of entries will be provided by the HCRMA, and that the borings will be accessible to truck mounted drilling rigs. We have assumed that a dozer will be required for a maximum of three days to provide access to the Donna Lake UW embankment borings only.

A. All geotechnical work shall be performed in general accordance with the latest version of TxDOT's Geotechnical Manual. All testing shall be performed in accordance with the latest version of the State's Manual of Test Procedures. American Society for Testing Materials (ASTM) test procedures can be used only in the absence of the State's procedures. All soil classification shall be done in accordance with the Unified Soil Classification System.
B. The Engineer shall perform embankment analyses to include the slope stability and settlement analysis. These analyses should include the computation of the factor of safety for bearing capacity and slope stability. In addition, the Engineer should include the allowable bearing pressure and the settlement analysis (consolidation report).
C. If applicable, the Engineer shall perform soil borings performing coring of existing pavements for the purposes of advancing borings only. No core pavement samples will be obtained. The soil borings and the associated testing and analysis shall be utilized for slope stability analysis, settlement analysis, and foundation design recommendations, as applicable, along the proposed irrigation channel re-alignment, the proposed bridge at the intersection with U.S. Business 83, the proposed earthen embankments, and the proposed new pavement alignment.
D. The Engineer shall provide a signed, sealed and dated geotechnical report which contains, but is not limited to, soil boring locations, boring logs, laboratory test results, generalized subsurface conditions,

groundwater conditions, analyses and recommendations for settlement and slope stability of the earthen embankments, skin friction tables and design capacity curves for deep foundations for the assigned bridge at the proposed U.S. Business 83 intersection, including skin friction and point bearing. The skin friction tables and design capacity curves should be present for piling and drilled shaft foundation systems.

E. If applicable, the Engineer shall perform scour analysis to include Grain Size distribution curves with D50 value.

F. The Engineer shall sign, seal and date soil boring mylar sheets to be used in the PS&E package. The preparation of soil boring mylar sheets are to be in accordance with a District's standards.

G. Foundation Studies: The Engineer shall coordinate with the HCRMA to determine the location of soil borings to be drilled along the earthen embankment alignments. The soil borings for bridge design shall extend to a maximum average depth of 75 ft below existing ground. Spacing of soil borings for new bridge design construction shall not exceed 300 feet. The soil borings for regular embankments shall extend to a maximum average depth of 30 feet below existing ground. The soil borings for the embankment along the Donna Lake, which are designated as underwater (UW) borings shall extend to a maximum average depth of 60 ft below existing ground. Spacing of soil borings for new embankment construction shall not exceed 500 feet. The soil borings for pavement design shall extend to a maximum average depth of 10 ft or 15 ft below existing ground (as applicable). Spacing of soil borings for new pavement construction shall not exceed 1,000 feet. The soil borings for irrigation channel realignment shall extend to a maximum average depth of 15 ft. Locations of soil borings for irrigation channel realignment will be as agreed between the Engineer and the HCRMA. The Engineer shall provide a boring layout for the HCRMA's review and comment.

H. The Engineer shall incorporate soil boring data sheets prepared, signed, sealed, and dated by the Geotechnical Engineer. The soil boring sheets shall be in accordance with the State's WINCORE software as can be found on the Texas Department of Transportation website.

I. The Engineer shall perform pavement design using the information generated from the soil borings for the International Bridge Trade Corridor (IBTC) and the traffic data provided by the HCRMA using the FPS21 method for flexible pavement and the AASHTO method for rigid (concrete) pavement. The pavement designs for the SH365 project will be performed using soil-boring and traffic data provided by the HCRMA.

L&G LAB

NUMBER OF BORINGS REQUIRED					
	BRIDGES	RET.WALL	EMBANK	EMBANK-UW	PVMNT
Layout 1	28	18			
Layout 2	34	4			
Layout 3		11			
Layout 4	3	0			
TOTAL =	65	33	0	0	0

RABA KISNER

NUMBER OF BORINGS REQUIRED					
	BRIDGES	RET.WALL	EMBANK	EMBANK-UW	PVMNT
Layout 1			12	0	20
Layout 2			21	0	15
Layout 3	9		3	10	10
Layout 4			2	0	14
TOTAL =	9	0	38	10	59

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

0010 IBTC
LOCATION MAP

NOTE:
L&G Laboratory to do all bridge borings except at BUS 83 (to be done by Raba Kisner)

LAYOUT-1
LAYOUT-2
LAYOUT-3
LAYOUT-4

Pharr-Reynosa POE
Donna-Rio Bravo POE

Scale: 0 0.25 0.5 1 Miles

Author: E. Davila Date: 4/24/2014

GIS powered by DANNENBAUM

Path: G:\1540\4652\PMC\GIS\EXHIBITS\2014-04-24 IBTC Location Map.mxd

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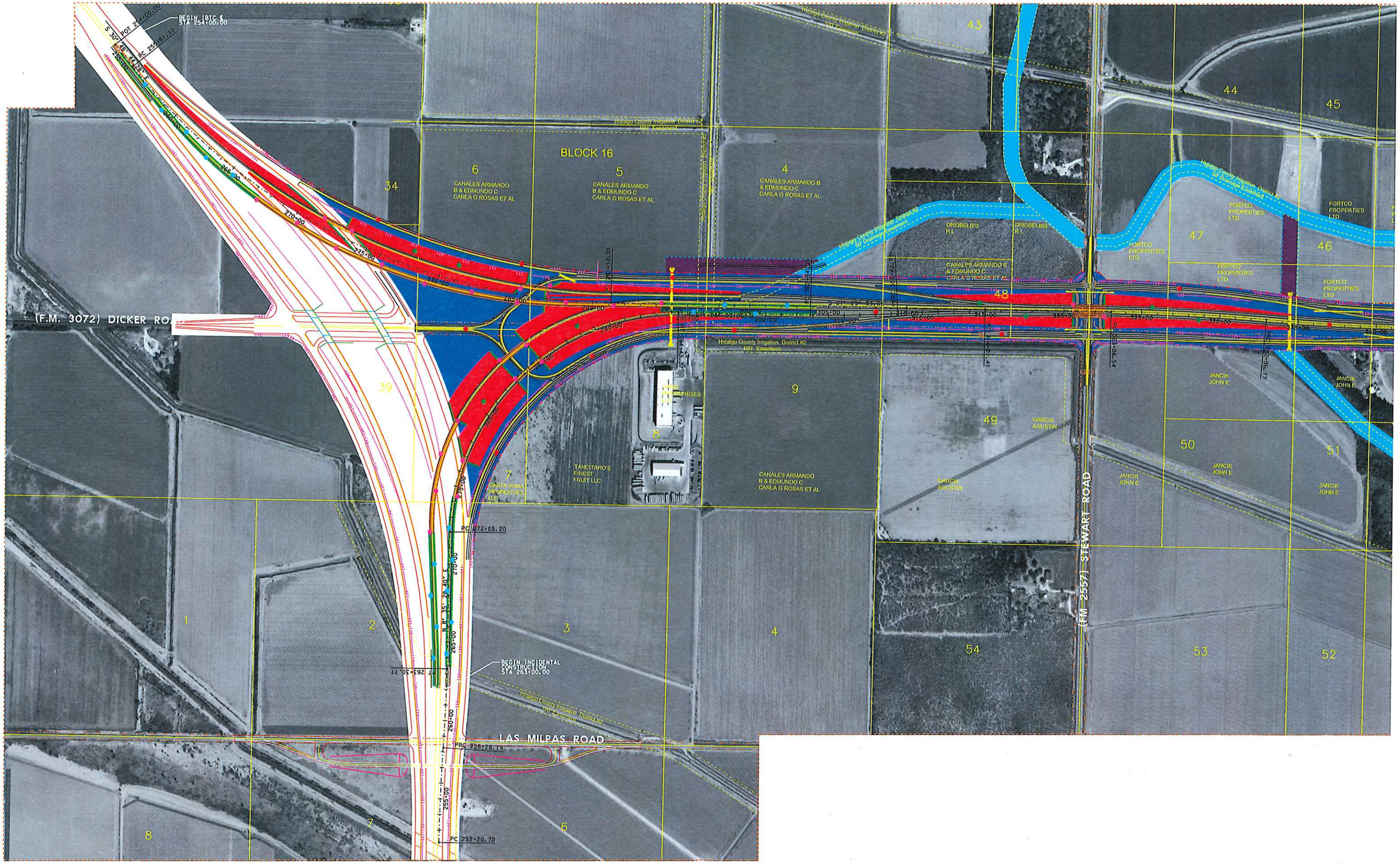
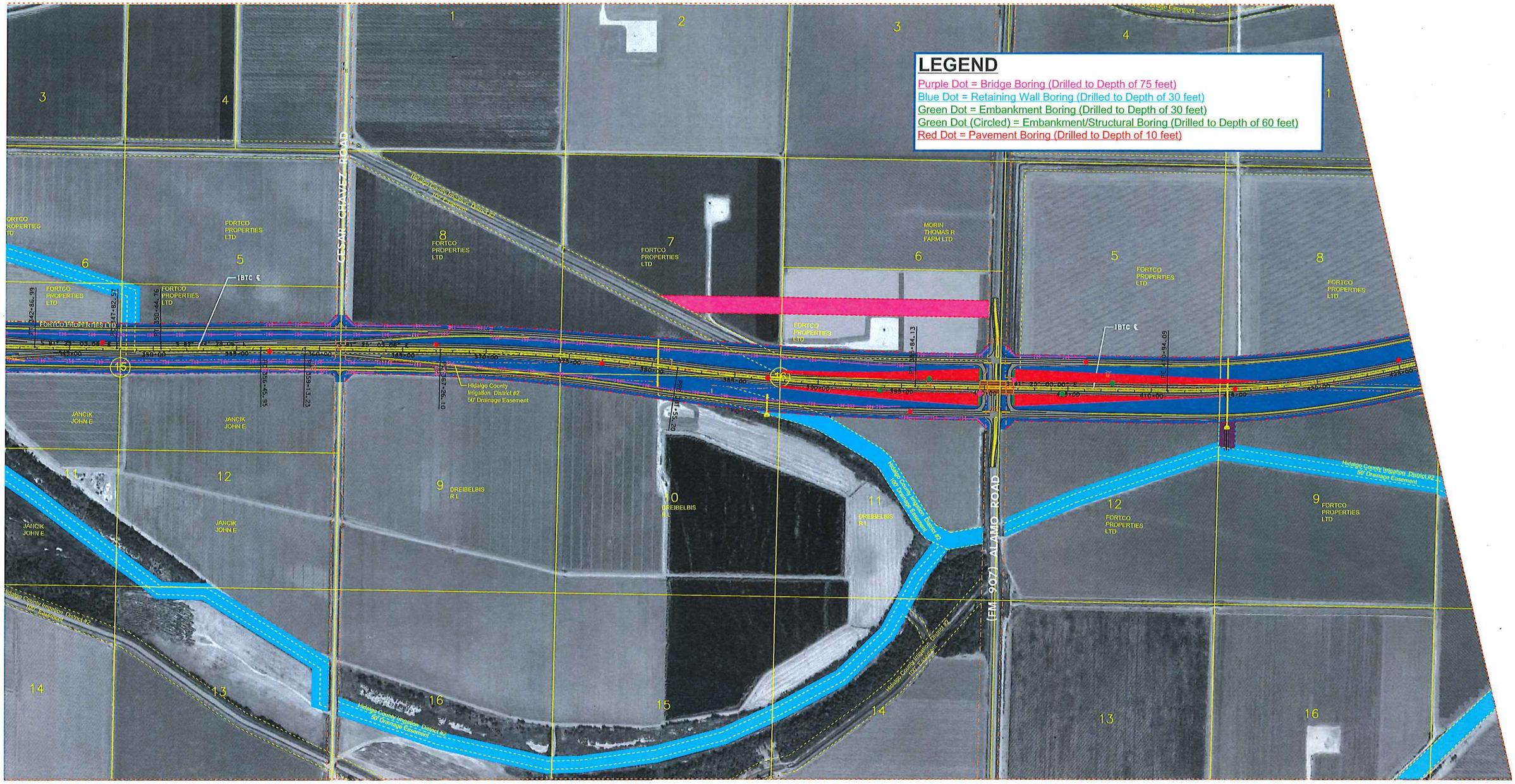
Attachment C - Layout 1

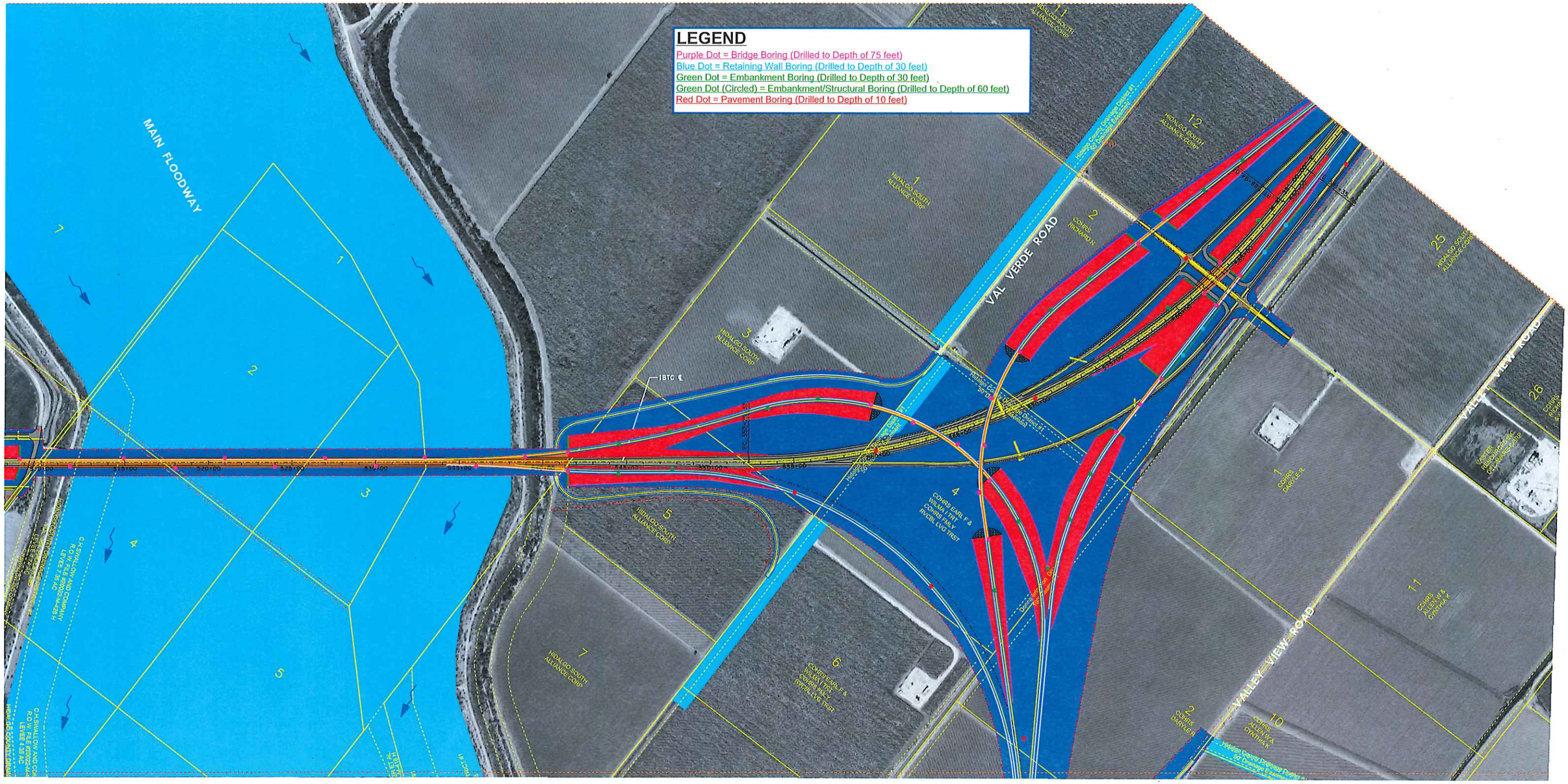


Attachment C - Layout 1

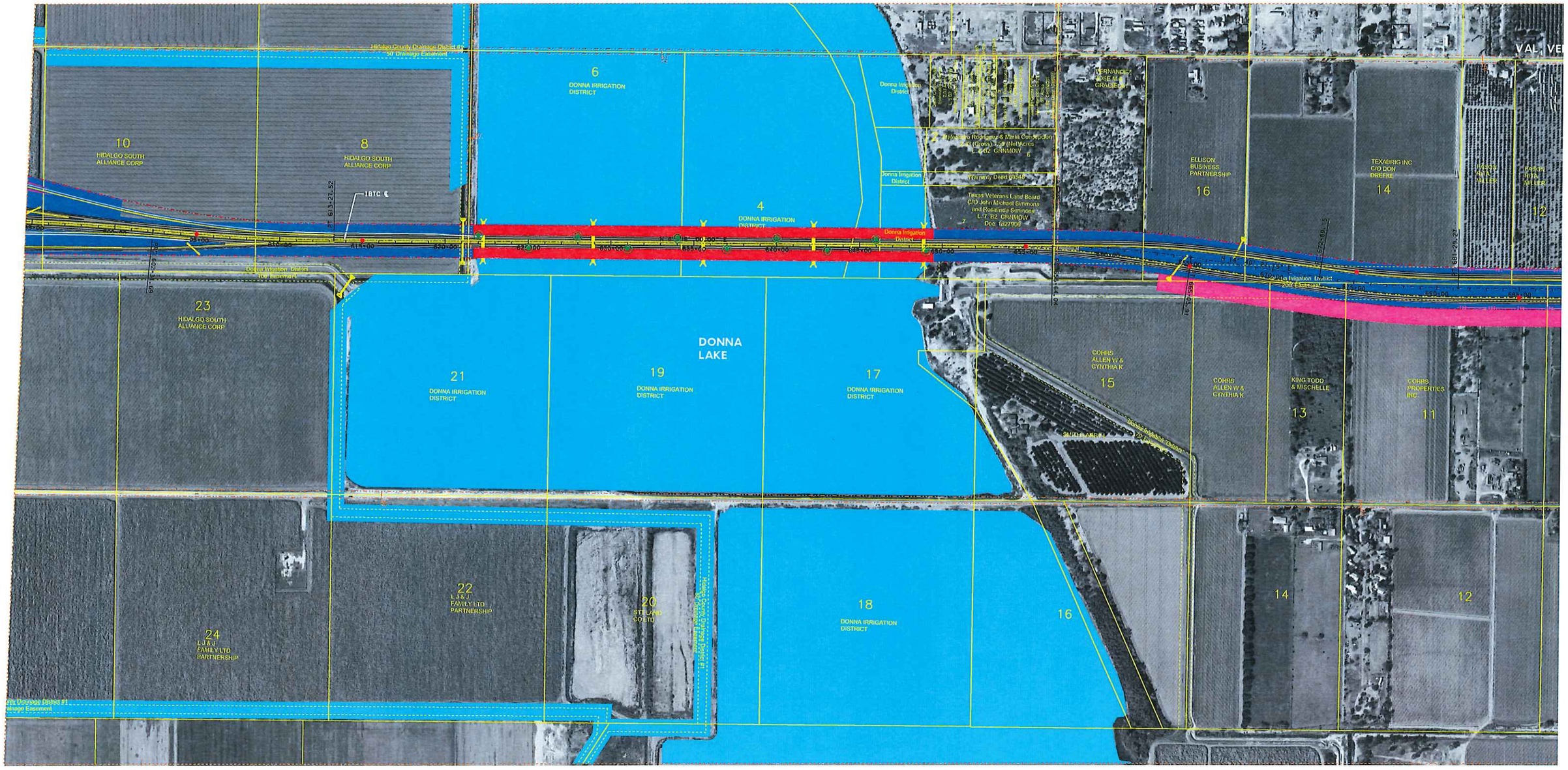


Attachment C - Layout 2

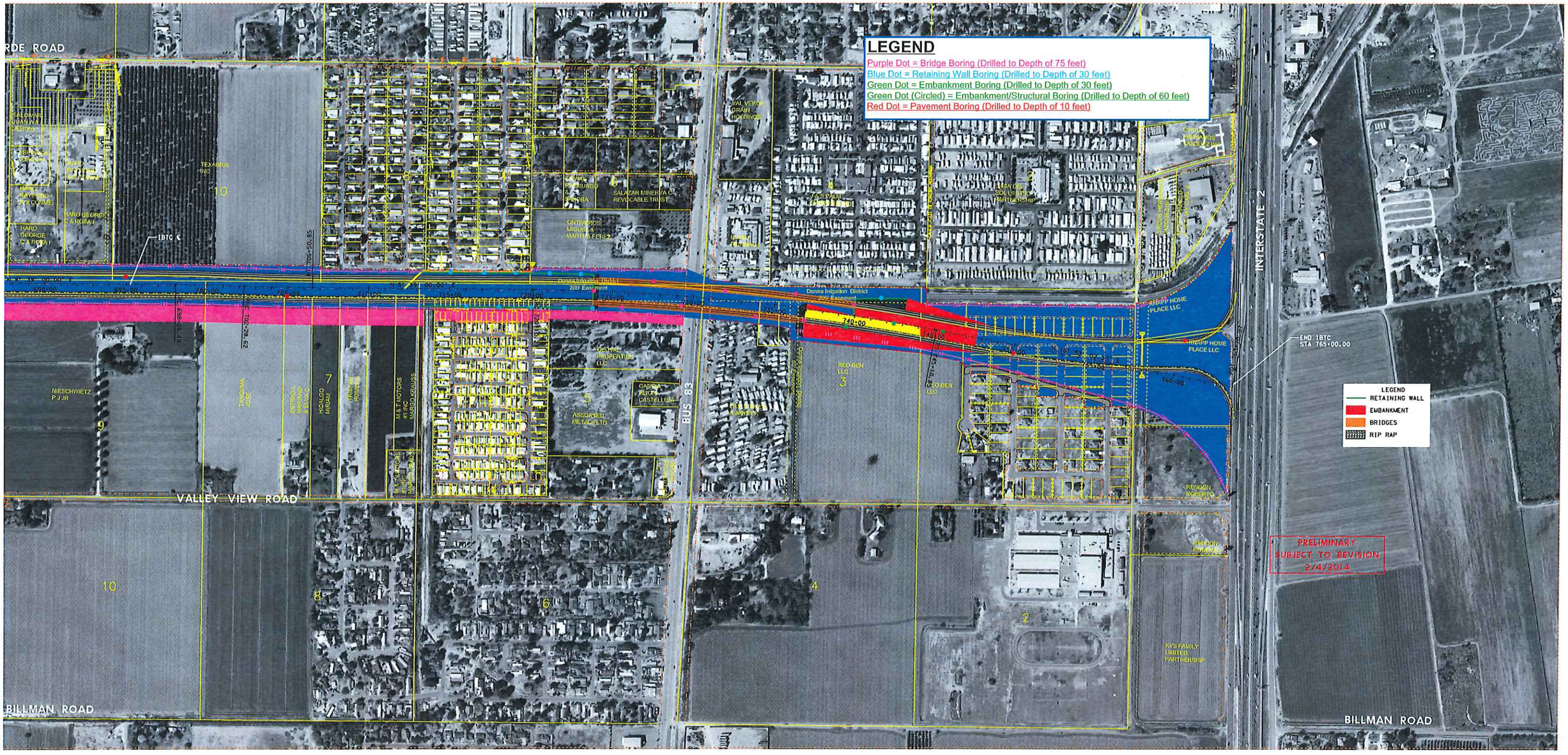
Attachment C - Layout 2



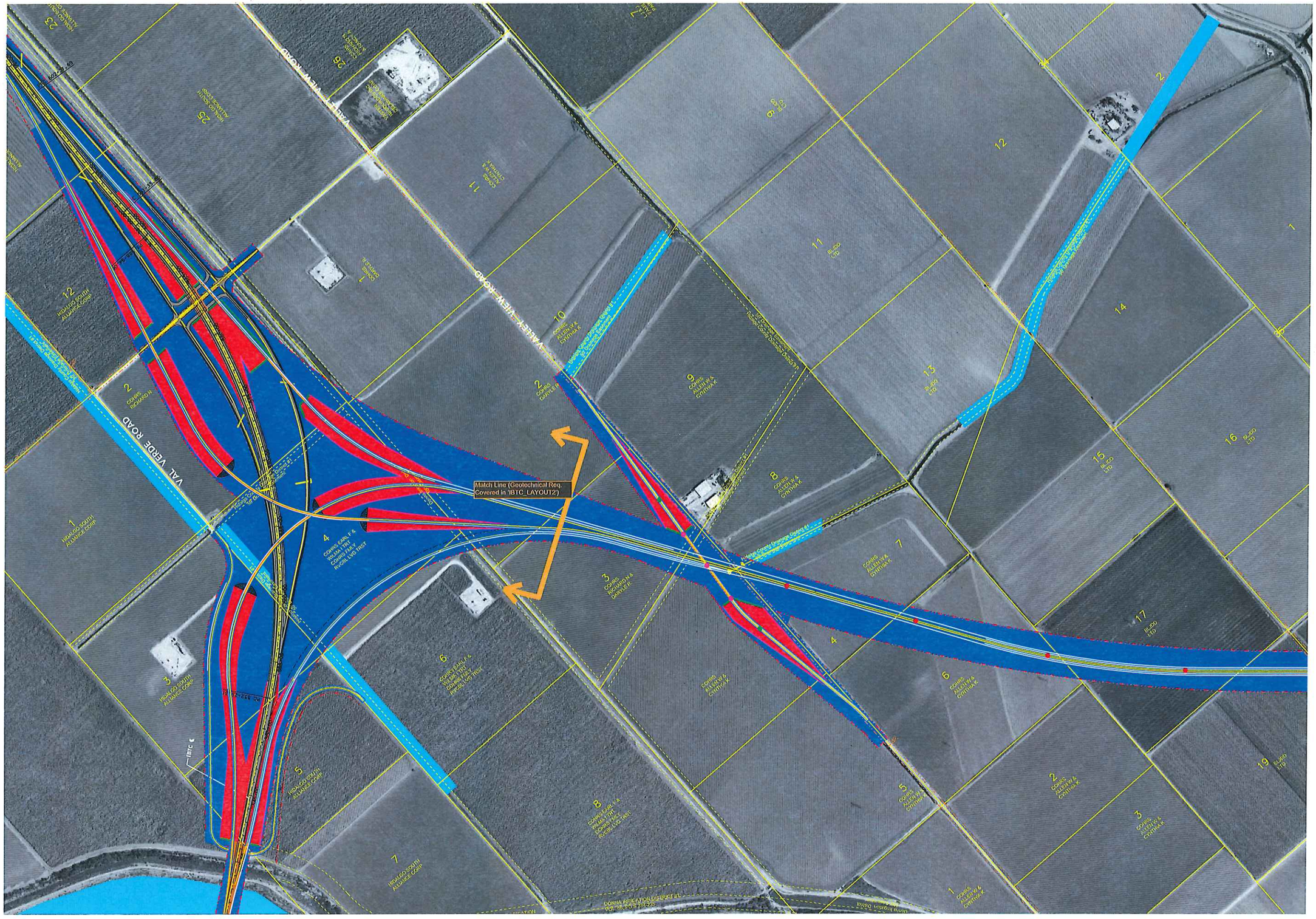
Attachment C - Layout 3



Attachment C - Layout 3



Attachment C - Layout 4



Attachment C - Layout 4

ATTACHMENT D

WORK AUTHORIZATION

ATTACHMENT D-1

WORK AUTHORIZATION NO. ____
AGREEMENT FOR ENGINEERING SERVICES

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

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

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

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

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

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under "Article V of that certain Professional Services Agreement for Engineering / Design Services IBTC Geo-Technical / Segment.

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

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

LIST OF EXHIBITS

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

ATTACHMENT D-2

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

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

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

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

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

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

ATTACHMENT E

FEE SCHEDULE

ATTACHMENT E-1
Final Cost Proposal Form

This attachment provides the basis of payment and fee schedule**. The basis of payment for this Work Authorization is indicated by an "X" in the applicable box.** The basis shall be supported by the Final Cost Proposal (FCP) shown below and should identify maximum amount payable and basis of payment. If more than one basis of payment is used, each one must be supported by a separate FCP. The basis of payment will be determined by Work Authorization and may be by any of the methods listed below.

"X"	**Basis**	
X	Lump Sum	The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and fixed fee. The Engineer shall be paid pro rata based on the percentage of work completed. For payment the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost.
____	Unit Cost	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and fixed fee. The Engineer shall be paid based on the type and number of units fully completed and the respective unit cost. For payment, the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown.
____	Specified Rate Basis	The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. Payment shall be based on the actual hours worked multiplied by the specified rate for each type of labor plus other agreed to special direct cost items. The specified rate includes direct labor and indirect cost and fixed fee. The Authority may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit.
____	Cost Plus Fixed Fee	Payment shall be based on direct and indirect costs incurred plus a pro rata share of the fixed fee based on the ratio of labor and overhead cost incurred to total estimated labor and overhead cost in the FCP or the percentage of work completed. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Engineer may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, provisional overhead rate and the fixed fee. __A. Actual Cost Plus Fixed Fee - Actual wages are paid (no minimum, no maximum. __B. Range of Cost Plus Fixed Fee – Actual wages must be within the allowable range shown on the Final Cost Proposal.

A. **REFER TO ATTACHMENT E-2 FOR HOURLY SPECIFIED / LUMP SUM RATE SCHEDULE FOR EACH FIRM**

ATTACHMENT E-2 - RATE SHEETS
SPECIFIED RATE PAYMENT BASIS
AND
LUMP SUM PAYMENT BASIS

Raba Kistner

Direct Labor

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
Senior Project Manager	$61.78	$200.91
Senior Geotechnical Engineer	$49.00	$159.35
Geotechnical Engineer	$31.00	$100.81
EIT	$24.27	$78.93
Geologist	$29.25	$95.12
Logger	$19.00	$61.79
CADD Operator	$24.04	$78.18
Admin/Clerical	$19.00	$61.79

Negotiated Overhead Rate:	192.98%
Negotiated Profit Rate:	11.00%

Contract Rates include labor, overhead, and profit.

All rates are negotiated rates and are not subject to change or adjustment.

For Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours must be maintained and is subject to audit. Rates billed should correspond to the fiscal or calendar year, if applicable, in which the hours were worked. If rates by year are included, the rates for the last year shown apply to all later years. If only one set of rates is included, with no year designation, the rates shown apply to all later years.

For Lump Sum Payment Basis - Invoice by deliverable, according to the table of deliverables. Documentation of hours worked not required.

Any staffing or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.

ATTACHMENT E-2 - RATE SHEETS
UNIT COST PAYMENT BASIS

Direct Labor

Services to be provided	Test Code	Unit	Cost
Geotechnical Services			
Field Investigation: The unit costs for drilling include the drill rig, drilling crew, and minor traffic control (cones and			
Mobilization\Demobilization:		mile	$ 4.50
Drilling, Logging, and recovering samples (**with** Texas Cone			
1. Depth ≤ 50 feet	Tex-132-E (every 5 feet)	linear foot	$ 27.50
2. Depth ≥ 50 feet		linear foot	$ 29.50
Drilling, Logging, and recovering samples (**without** Texas			
1. Depth ≤ 50 feet		linear foot	$ 25.00
2. Depth ≥ 50 feet		linear foot	$ 27.00
Rock Coring (Soft Rock)[2]		linear foot	$ 11.50
Rock Coring (Hard Rock)[2]		linear foot	$ 14.50
Staking Boring and Utility Locations[3]		hour	$ 105.00
Standby Time[4]		hour	$ 250.00
Pavement Coring			
1. Hot Mix Asphalt (minimum of three each)		each	$ 100.00
2. Concrete (minimum of three each)		each	$ 200.00
Piezometer - 2 inch (including well completion and		linear foot	$ 40.00
Grouting of Borings		linear foot	$ 5.00
Traffic Control - Major	Not including	day	$1,200.00

2. When drilling, logging, and recovering rock samples, this rate is in addition to the regular drilling rates for the applicable depths. No Cone Penetrometer Test is required in rock, unless directed.
3. Staking bore hole and utility locations will be performed by the State, unless otherwise directed and requested by When the Engineer is performing this service the final bore locations must be approved by the State. GPS and/or station & offset locations must be provided when staking bore hole and utility locations.
4. Only allowed as a result of actions and or issues caused by the State.

Laboratory Testing			
Laboratory Tests : All unit costs include the labor, calculations and equipment required to complete the specified			
Laboratory Test	**Test Method [5]**	**Unit**	**Unit Cost**
Sampling	Tex-400-A	ft	$ 57.00
Sample Preparation	Tex-101-E	each	$ 52.00
Moisture Content	Tex-103-E	each	$ 13.00
Atterberg Limits	Tex-104,105	each	$ 69.00
Linear Bar Shrinkage (per bar)	Tex-107-E	each	$ 60.00
Sieve Analysis	Tex-110-E, Part I	each	$ 52.00
Sieve Analysis (Hydrometer with Tex-108-E)	Tex-110-E, Part I	each	$ 150.00
Percent Passing No. 200 Sieve	Tex-111-E	each	$ 40.00
Moisture-Density Relationship	Tex-113-E	each	$ 231.00

ATTACHMENT E-2 - RATE SHEETS
UNIT COST PAYMENT BASIS

Direct Labor

Services to be Provided	Test Code	Unit	Cost
Moisture-Density Relationship	Tex-114-E	each	$ 193.00
Field Density Measurements	Tex-115-E	hour	$ 50.00
Wet Ball Mill Test	Tex-116-E	each	$ 163.00
Texas Triaxial Compression [6]	Tex-117-E, Part II	each	$ 1,000.00
Quality Assurance (QA) Series for Flexible Base [7] [8]	See Foot Notes	each	$ 2,052.00
Soil-Cement Testing [7]	Tex-120-E, Part II	each	$ 300.00
Soil-Lime Testing [7] (4 points)	Tex-121-E, Part I	each	$ 825.00
Lime-Fly Ash Compression [7]	Tex-127-E	each	$ 1,000.00
Soil pH	Tex-128-E	each	$ 38.00
Resistivity of Soils	Tex-129-E	each	$ 83.00
Thickness of Pavement Layers (4 hour minimum)	Tex-140-E	hour	$ 57.00
Sulfate Content in Soils	Tex-145-E	each	$ 60.00
Permeability of Silt and Clays	ASTM D5084	each	$ 347.00
Free Swell Test (Method B)		each	$ 168.00
Pressure Swell Test		each	$ 260.00
One-Dimensional Swell	ASTM D4546	each	$ 350.00
Potential Vertical Rise Calculation	Tex-124-E	each	$ 60.00
Volumetric Shrinkage	ASTM D427	each	$ 95.00
Unconfined Compression Test (Soil)	ASTM D2166	each	$ 47.00
Unconfined Compression Test (Rock)	ASTM D2938	each	$ 57.00
Unconsolidated Undrained (UU) Triaxial Compression Test			
1. Set of Three	Tex-118-E	set	$ 296.00
2. Multistage	Tex-118-E	each	$ 250.00
Consolidated Undrained (CU) Triaxial Compression Test			
1. Set of Three	Tex-131-E or ASTM D4767	set	$ 1,800.00
2. Multistage	Tex-131-E or ASTM D4767	each	$ 1,100.00
Consolidated Drained (CD) Triaxial Compression Test			
1. Set of Three	Tex-131-E or ASTM D4767	set	$ 900.00
2. Multistage	Tex-131-E or ASTM D4767	each	$ 850.00
Direct Shear Consolidated Drained (CD), sand	ASTM D3080	set of 3	$ 425.00
Direct Shear Consolidated Drained (CD), clay	ASTM D3080	set of 3	$ 650.00
One-Dimensional Consolidation Test (7 load increments)	ASTM D2435	each	$ 612.00
Resilient Modulus (fine-grained soils)	AASHTO T307	each	$ 1,000.00

The unit costs shown include labor, overhead, and profit. Payment based on units completed. No partial payments.
All unit costs are negotiated costs and are not subject to change or adjustment.
Unit costs billed should correspond to the fiscal or calendar year, if applicable, in which the work was done. If unit costs by year are included, the unit costs for the last year shown apply to all later years. If only one set of unit cost figures is included, with no year designation, the unit coss shown apply to all later years.
Documentation of hours worked is not required.
Any staffing or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.

ATTACHMENT E-2 - RATE SHEETS
SPECIFIED RATE PAYMENT BASIS
AND
LUMP SUM PAYMENT BASIS

Millenium Rates

Direct Labor

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
Senior Project Manager	$61.78	$200.91
Senior Geotechnical Engineer	$49.00	$159.35
Geotechnical Engineer	$31.00	$100.81
EIT	$24.27	$78.93
Geologist	$29.25	$95.12
Logger	$19.00	$61.79
CADD Operator	$24.04	$78.18
Admin/Clerical	$19.00	$61.79

Negotiated Overhead Rate:	192.98%
Negotiated Profit Rate:	11.00%

Contract Rates include labor, overhead, and profit.

All rates are negotiated rates and are not subject to change or adjustment.

For Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours must be maintained and is subject to audit. Rates billed should correspond to the fiscal or calendar year, if applicable, in which the hours were worked. If rates by year are included, the rates for the last year shown apply to all later years. If only one set of rates is included, with no year designation, the rates shown apply to all later years.

hours worked not required.

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ATTACHMENT E-2 - RATE SHEETS
UNIT COST PAYMENT BASIS

Direct Labor

Services to be provided	Test Code	Unit	Cost
Geotechnical Services			
Field Investigation: The unit costs for drilling include the drill rig, drilling crew, and minor traffic control (cones and			
Mobilization\Demobilization:		mile	$ 4.50
Drilling, Logging, and recovering samples (**with** Texas Cone			
1. Depth ≤ 50 feet	Tex-132-E (every 5	linear foot	$ 27.50
2. Depth ≥ 50 feet	feet)	linear foot	$ 29.50
Drilling, Logging, and recovering samples (**without** Texas			
1. Depth ≤ 50 feet		linear foot	$ 25.00
2. Depth ≥ 50 feet		linear foot	$ 27.00
Rock Coring (Soft Rock)(2)		linear foot	$ 11.50
Rock Coring (Hard Rock)(2)		linear foot	$ 14.50
Staking Boring and Utility Locations(3)		hour	$ 105.00
Standby Time(4)		hour	$ 250.00
Pavement Coring			
1. Hot Mix Asphalt (minimum of three each)		each	$ 100.00
2. Concrete (minimum of three each)		each	$ 200.00
Piezometer - 2 inch (including well completion and		linear foot	$ 40.00
Grouting of Borings		linear foot	$ 5.00
Traffic Control - Major	Not including	day	$1,200.00

2. When drilling, logging, and recovering rock samples, this rate is in addition to the regular drilling rates for the applicable depths. No Cone Penetrometer Test is required in rock, unless directed.
3. Staking bore hole and utility locations will be performed by the State, unless otherwise directed and requested by When the Engineer is performing this service the final bore locations must be approved by the State. GPS and/or station & offset locations must be provided when staking bore hole and utility locations.
4. Only allowed as a result of actions and or issues caused by the State.

Laboratory Testing			
Laboratory Tests : All unit costs include the labor, calculations and equipment required to complete the specified			
Laboratory Test	**Test Method (5)**	**Unit**	**Unit Cost**
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Sample Preparation	Tex-101-E	each	$ 52.00
Moisture Content	Tex-103-E	each	$ 13.00
Atterberg Limits	Tex-104,105	each	$ 69.00
Linear Bar Shrinkage (per bar)	Tex-107-E	each	$ 60.00
Sieve Analysis	Tex-110-E, Part I	each	$ 52.00
Sieve Analysis (Hydrometer with Tex-108-E)	Tex-110-E, Part I	each	$ 150.00
Percent Passing No. 200 Sieve	Tex-111-E	each	$ 40.00
Moisture-Density Relationship	Tex-113-E	each	$ 231.00

ATTACHMENT E-2 - RATE SHEETS
UNIT COST PAYMENT BASIS

Direct Labor

Services to be Provided	Test Code	Unit	Cost
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Field Density Measurements	Tex-115-E	hour	$ 50.00
Wet Ball Mill Test	Tex-116-E	each	$ 163.00
Texas Triaxial Compression [6]	Tex-117-E, Part II	each	$ 1,000.00
Quality Assurance (QA) Series for Flexible Base [7] [8]	See Foot Notes	each	$ 2,052.00
Soil-Cement Testing [7]	Tex-120-E, Part II	each	$ 300.00
Soil-Lime Testing [7] (4 points)	Tex-121-E, Part I	each	$ 825.00
Lime-Fly Ash Compression [7]	Tex-127-E	each	$ 1,000.00
Soil pH	Tex-128-E	each	$ 38.00
Resistivity of Soils	Tex-129-E	each	$ 83.00
Thickness of Pavement Layers (4 hour minimum)	Tex-140-E	hour	$ 57.00
Sulfate Content in Soils	Tex-145-E	each	$ 60.00
Permeability of Silt and Clays	ASTM D5084	each	$ 347.00
Free Swell Test (Method B)		each	$ 168.00
Pressure Swell Test		each	$ 260.00
One-Dimensional Swell	ASTM D4546	each	$ 350.00
Potential Vertical Rise Calculation	Tex-124-E	each	$ 60.00
Volumetric Shrinkage	ASTM D427	each	$ 95.00
Unconfined Compression Test (Soil)	ASTM D2166	each	$ 47.00
Unconfined Compression Test (Rock)	ASTM D2938	each	$ 57.00
Unconsolidated Undrained (UU) Triaxial Compression Test			
1. Set of Three	Tex-118-E	set	$ 296.00
2. Multistage	Tex-118-E	each	$ 250.00
Consolidated Undrained (CU) Triaxial Compression Test			
1. Set of Three	Tex-131-E or ASTM D4767	set	$ 1,800.00
2. Multistage	Tex-131-E or ASTM D4767	each	$ 1,100.00
Consolidated Drained (CD) Triaxial Compression Test			
1. Set of Three	Tex-131-E or ASTM D4767	set	$ 900.00
2. Multistage	Tex-131-E or ASTM D4767	each	$ 850.00
Direct Shear Consolidated Drained (CD), sand	ASTM D3080	set of 3	$ 425.00
Direct Shear Consolidated Drained (CD), clay	ASTM D3080	set of 3	$ 650.00
One-Dimensional Consolidation Test (7 load increments)	ASTM D2435	each	$ 612.00
Resilient Modulus (fine-grained soils)	AASHTO T307	each	$ 1,000.00

The unit costs shown include labor, overhead, and profit. Payment based on units completed. No partial payments.
All unit costs are negotiated costs and are not subject to change or adjustment.
Unit costs billed should correspond to the fiscal or calendar year, if applicable, in which the work was done. If unit costs by year are included, the unit costs for the last year shown apply to all later years. If only one set of unit cost figures is included, with no year designation, the unit coss shown apply to all later years.
Documentation of hours worked is not required.
Any staffing or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.

Attachment E-3 (D-1)
TABLE OF DELIVERABLES
Method of Payment: Lump Sum

RABA KISTNER
ATTACHMENT E-3 - FEE SCHEDULE/BUDGET FOR
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
IBTC PROJECT

TASK DESCRIPTION	Unit	Hourly Rate	Estimated Hours	Task Cost
FC 110 - GEOTECHNICAL (ENGINEERING ANALYSIS) PM Hours				
Global Stability Check of; Embankments - 40 locations, 2.5 hours per location	hour	$200.91	100	$ 20,091.00
Pavement Design - Concrete for SH 365 Segments 1, 2, 3 and 4	hour	$200.91	0	$ -
Pavement Design - Concrete for IBTC Segments 1, 2 and 3.	hour	$200.91	0	$ -
Pavement Design - Conventional Asphalt for IBTC Segments 1, 2 and 3.	hour	$200.91	0	$ -
Deep Foundation Design and Analysis **and Lift Station Analysis (2 hours)**	hour	$200.91	12	$ 2,410.92
Laying out Needed Drilling Scheme & Plan View of Boring Logs	hour	$200.91	5	$ 1,004.55
Structural Evaluation of Borings (Soil Shear Strength Computations)	hour	$200.91	10	$ 2,009.10
Creation of Final Boring Logs with TCP and Soil Index Testing Data (120 borings Total ~ Estimated at 0.25 hr. each)	hour	$200.91	30	$ 6,027.30
5 Project Site Visit	hour	$200.91	25	$ 5,022.75
Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	hour	$200.91	10	$ 2,009.10
Environmental Analysis and Reporting	hour	$200.91	40	$ 8,036.40
Coordination and Meetings	hour	$200.91	60	$ 12,054.60
Pavement Cycle Analyses	hour	$200.91	0	$ -
FC 110 - GEOTECHNICAL (ENGINEERING ANALYSIS) Geotechnical Engineer Hours				
Global Stability Check of; Embankments - 40 locations, 10 hours per location	hour	$100.81	400	$ 40,324.00
Pavement Design - Concrete for SH 365 Segments 1, 2, 3 and 4	hour	$100.81	0	$ -
Pavement Design - Concrete for IBTC Segments 1, 2 and 3.	hour	$100.81	0	$ -
Pavement Design - Conventional Asphalt for IBTC Segments 1, 2 and 3.	hour	$100.81	0	$ -
Deep Foundation Design and Analysis **and Lift Station Analysis (12 hours)**	hour	$100.81	52	$ 5,242.12
Laying out Needed Drilling Scheme & Plan View of Boring Logs	hour	$100.81	20	$ 2,016.20
Structural Evaluation of Borings (Soil Shear Strength Computations)	hour	$100.81	40	$ 4,032.40
Creation of Final Boring Logs with TCP and Soil Index Testing Data (120 borings Total ~ Estimated at 1.0 hr. each)	hour	$100.81	120	$ 12,097.20
10 Project Site Visit	hour	$100.81	100	$ 10,081.00
Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	hour	$100.81	60	$ 6,048.60
Environmental Analysis and Reporting	hour	$100.81	20	$ 2,016.20
Coordination and Meetings	hour	$100.81	30	$ 3,024.30
FC 110 - GEOTECHNICAL (ENGINEERING ANALYSIS) Admin Hours				
Administrative Hours - Report Preparation and Billing	hour	$61.79	90	$ 5,561.10
SUB-TOTAL - GEOTECHNICAL ENGINEERING & ANALYSIS			**1224**	**$ 149,108.84**
TOTAL DIRECT EXPENSES (FROM BELOW)				**$ 380.00**
SUB-TOTAL - GEOTECHNICAL EXPLORATIONS AND LABORATORY TESTING (See Page 2 of 2)				**$ 257,329.20**
Raba Kistner TOTAL				**$ 406,818.04**
Millenium TOTAL				**$ 113,615.50**
GRAND TOTAL				**520,433.54**

DIRECT EXPENSES	Units	Unit Cost	Quantity	
Mileage		0.56	500	$ 280.00
Geotechnical Report Printing (Estimated at 4 copies ~ 300 sheets each) at $0.10 each	Print / Sheet	0.1	1000	$ 100.00
TOTAL DIRECT EXPENSES				**$ 380.00**

RABA KISTNER
ATTACHMENT E-3 - FEE SCHEDULE/BUDGET FOR
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
IBTC PROJECT

Limits: Segments 1, 2 and 3

TASK DESCRIPTION	Unit	Fixed Cost	Total Estimated	Task Cost
FC 110 - GEOTECHNICAL (DRILLING AND TESTING)				
LOCATION-1 (1 Proposed 10ft. Boring extending two borings at canal to 15 ft, **adding one boring to 15 ft, and one boring to 40 ft)**	LF	$27.50	655	$ 18,012.50
LOCATION-1 (1 Proposed 30ft. Boring)	LF	$27.50	1200	$ 33,000.00
LOCATION-1 (1 Proposed 60ft. Boring) 0-50 ft	LF	$27.50	500	$ 13,750.00
LOCATION 1 (1 Proposed 60ft. Boring) >50 ft.	LF	$29.50	100	$ 2,950.00
LOCATION 1 (1 Proposed 75ft. Borings) 0-50 ft.	LF	$27.50	450	$ 12,375.00
LOCATION 1 (1 Proposed 75ft. Borings) >50 ft.	LF	$29.50	225	$ 6,637.50
	LF			$ -
Grouting of Bore Holes	LF	$5.00	3130	$ 15,650.00
Mobilization / Demobilization of Drilling Rig & Support Trailer	Mi.	$4.50	2300	$ 10,350.00
Mobilization/Demobilization of Environmental Drilling Rig	Mi	$4.50	820	$ 3,690.00
Additional Cost for Environmental Drilling Techniques (10 borings to 60 ft. and 2 borings to 10 ft).	LF	$18.55	620	$ 11,501.00
Environmental Geoprobe Borings - 25 borings at 10 ft	Per Day	$2,400.00	0	$ -
Site access for Donna Lake borings - 3 days	Day	$1,200.00	3	$ 3,600.00
Disposal Cost - Assume 12 Drums at $325 per drum for Class II waste	per drum	$350.00	12	$ 4,200.00
PCBs (Method 8082)	per test	$125.00	12	$ 1,500.00
TPH (TX-1005)	per test	$50.00	0	$ -
Semi-VOCs (Method 8270)	per test	$220.00	0	$ -
RCRA 8 Heavy Metals (Methods 6010/7471)	per test	$140.00	0	$ -
SPLP Metals (Method 1312)	per test	$37.50	0	$ -
TCLP Metals (Method 1311)	per test	$37.50	0	$ -
Logging ~ Estimated at 10 hour days for **46** days of drilling	hour	$95.12	460	$ 43,755.20
Staking Boring and Utility Locations (120 Boring Locations at an estimate of 1 hr each ~ including utility clearance coord.)	hour	$105.00	120	$ 12,600.00
Traffic Control - Major (Estimated 2 days of total drilling)	day	$1,200.00	2	$ 2,400.00
Mileage ~ **46** Round Trip's (for staking of borings and support vehicle for Logger on Drilling Party)	Mi.	$0.56	2300	$ 1,288.00
Sample Preparation (Tex-101-E) ~ Proposed for each boring	each	$52.00	120	$ 6,240.00
Moisture Content (Tex-103-E) ~ Proposed on all samples, 2.5 ft. intervals for upper 10 ft, 5 ft intervals thereafter	each	$13.00	0	$ -
Atterburg Limits (Tex-104, 105 & 106-E) ~ Proposed at 2 per boring for pavements and embankments, 4 per boring on bridge, **3 per lift**	each	$69.00	0	$ -
Percent Passing No. 200 Sieve (Tex-111-E) ~ Proposed at 2 per boring for pavements and embankments, 4 per boring on bridge, **3 per**	each	$40.00	0	$ -
Sulfate Content in Soils (Tex-145-E) ~ Proposed at 59 locations on the pavement borings	each	$60.00	63	$ 3,780.00
Texas Triaxial Compression (Tex 117 E, Part II)	each	$1,000.00	6	$ 6,000.00
Consolidated Undrained Triaxial Test	each	$1,800.00	20	$ 36,000.00
Consolidation Tests	each	$612.00	10	$ 6,120.00
Laboratory Moisture Density Relationship (Proctor) Tests	each	$193.00	10	$ 1,930.00
SUB-TOTAL - GEOTECHNICAL EXPLORATIONS AND LABORATORY TESTING				**$ 257,329.20**

MILLENIUM ENGINEERS
ATTACHMENT E-3 - FEE SCHEDULE/BUDGET FOR
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
IBTC PROJECT

TASK DESCRIPTION	Unit	Hourly Rate	Estimated Hours	Task Cost
FC 110 - GEOTECHNICAL (ENGINEERING ANALYSIS) PM Hours				
Global Stability Check of; Embankments - 40 locations, 2.5 hours per location	hour	$200.91	0	$ -
Pavement Design - Concrete for SH 365 Segments 1, 2, 3 and 4	hour	$200.91	40	$ 8,036.40
Pavement Design - Concrete for IBTC Segments 1, 2 and 3.	hour	$200.91	40	$ 8,036.40
Pavement Design - Conventional Asphalt for IBTC Segments 1, 2 and 3.	hour	$200.91	40	$ 8,036.40
Deep Foundation Design and Analysis **and Lift Station Analysis (2 hours)**	hour	$200.91	0	$ -
Laying out Needed Drilling Scheme & Plan View of Boring Logs	hour	$200.91	0	$ -
Structural Evaluation of Borings (Soil Shear Strength Computations)	hour	$200.91	0	$ -
Creation of Final Boring Logs with TCP and Soil Index Testing Data (120 borings Total ~ Estimated at 0.25 hr. each)	hour	$200.91	0	$ -
5 Project Site Visit	hour	$200.91	0	$ -
Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	hour	$200.91	10	$ 2,009.10
Environmental Analysis and Reporting	hour	$200.91	0	$ -
Coordination and Meetings	hour	$200.91	20	$ 4,018.20
Pavement Cycle Analyses	hour	$200.91	100	$ 20,091.00
FC 110 - GEOTECHNICAL (ENGINEERING ANALYSIS) Geotechnical Engineer Hours				
Global Stability Check of; Embankments - 40 locations, 10 hours per location	hour	$100.81	0	$ -
Pavement Design - Concrete for SH 365 Segments 1, 2, 3 and 4	hour	$100.81	60	$ 6,048.60
Pavement Design - Concrete for IBTC Segments 1, 2 and 3.	hour	$100.81	60	$ 6,048.60
Pavement Design - Conventional Asphalt for IBTC Segments 1, 2 and 3.	hour	$100.81	60	$ 6,048.60
Deep Foundation Design and Analysis **and Lift Station Analysis (12 hours)**	hour	$100.81	0	$ -
Laying out Needed Drilling Scheme & Plan View of Boring Logs	hour	$100.81	0	$ -
Structural Evaluation of Borings (Soil Shear Strength Computations)	hour	$100.81	0	$ -
Creation of Final Boring Logs with TCP and Soil Index Testing Data (120 borings Total ~ Estimated at 1.0 hr. each)	hour	$100.81	0	$ -
10 Project Site Visit	hour	$100.81	0	$ -
Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	hour	$100.81	20	$ 2,016.20
Environmental Analysis and Reporting	hour	$100.81	0	$ -
Coordination and Meetings	hour	$100.81	10	$ 1,008.10
FC 110 - GEOTECHNICAL (ENGINEERING ANALYSIS) Admin Hours				
Administrative Hours - Report Preparation and Billing	hour	$61.79	10	$ 617.90
SUB-TOTAL - GEOTECHNICAL ENGINEERING & ANALYSIS			**470**	**$ 72,015.50**
TOTAL DIRECT EXPENSES (FROM BELOW)				**$ 76.00**
SUB-TOTAL - GEOTECHNICAL EXPLORATIONS AND LABORATORY TESTING (See Page 2 of 2)				**$ 41,524.00**
TOTAL				**$ 113,615.50**

DIRECT EXPENSES	Units	Unit Cost	Quantity	
Mileage		0.56	100	$ 56.00
Geotechnical Report Printing (Estimated at 4 copies ~ 300 sheets each) at $0.10 each	Print / Sheet	0.1	200	$ 20.00
TOTAL DIRECT EXPENSES				**$ 76.00**

MILLENIUM ENGINEERS
ATTACHMENT E-3 - FEE SCHEDULE/BUDGET FOR
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
IBTC PROJECT

Limits: Segments 1, 2 and 3

TASK DESCRIPTION	Unit	Fixed Cost	Total Estimated	Task Cost
FC 110 - GEOTECHNICAL (DRILLING AND TESTING)				
LOCATION-1 (1 Proposed 10ft. Boring extending two borings at canal to 15 ft, **adding one boring to 15 ft, and one boring to 40 ft)**	LF	$27.50	0	$ -
LOCATION-1 (1 Proposed 30ft. Boring)	LF	$27.50	0	$ -
LOCATION-1 (1 Proposed 60ft. Boring) 0-50 ft	LF	$27.50	0	$ -
LOCATION 1 (1 Proposed 60ft. Boring) >50 ft.	LF	$29.50	0	$ -
LOCATION 1 (1 Proposed 75ft. Borings) 0-50 ft.	LF	$27.50	0	$ -
LOCATION 1 (1 Proposed 75ft. Borings) >50 ft.	LF	$29.50	0	$ -
	LF			$ -
Grouting of Bore Holes	LF	$5.00	0	$ -
Mobilization / Demobilization of Drilling Rig & Support Trailer	Mi.	$4.50	0	$ -
Mobilization/Demobilization of Environmental Drilling Rig	Mi	$4.50	0	$ -
Additional Cost for Environmental Drilling Techniques (10 borings to 60 ft. and 2 borings to 10 ft).	LF	$18.55	0	$ -
Environmental Geoprobe Borings - 25 borings at 10 ft	Per Day	$2,400.00	0	$ -
Site access for Donna Lake borings - 3 days	Day	$1,200.00	0	$ -
Disposal Cost - Assume 12 Drums at $325 per drum for Class II waste	per drum	$350.00	0	$ -
PCBs (Method 8082)	per test	$125.00	0	$ -
TPH (TX-1005)	per test	$50.00	0	$ -
Semi-VOCs (Method 8270)	per test	$220.00	0	$ -
RCRA 8 Heavy Metals (Methods 6010/7471)	per test	$140.00	0	$ -
SPLP Metals (Method 1312)	per test	$37.50	0	$ -
TCLP Metals (Method 1311)	per test	$37.50	0	$ -
Logging ~ Estimated at 10 hour days for **46** days of drilling	hour	$95.12	0	$ -
Staking Boring and Utility Locations (120 Boring Locations at an estimate of 1 hr each ~ including utility clearance coord.)	hour	$105.00	0	$ -
Traffic Control - Major (Estimated 2 days of total drilling)	day	$1,200.00	0	$ -
Mileage ~ **46** Round Trip's (for staking of borings and support vehicle for Logger on Drilling Party)	Mi.	$0.56	0	$ -
Sample Preparation (Tex-101-E) ~ Proposed for each boring	each	$52.00	0	$ -
Moisture Content (Tex-103-E) ~ Proposed on all samples, 2.5 ft. intervals for upper 10 ft, 5 ft intervals thereafter	each	$13.00	989	$ 12,857.00
Atterburg Limits (Tex-104, 105 & 106-E) ~ Proposed at 2 per boring for pavements and embankments, 4 per boring on bridge, **3 per lift**	each	$69.00	263	$ 18,147.00
Percent Passing No. 200 Sieve (Tex-111-E) ~ Proposed at 2 per boring for pavements and embankments, 4 per boring on bridge, **3 per**	each	$40.00	263	$ 10,520.00
Sulfate Content in Soils (Tex-145-E) ~ Proposed at 59 locations on the pavement borings	each	$60.00	0	$ -
Texas Triaxial Compression (Tex 117 E, Part II)	each	$1,000.00	0	$ -
Consolidated Undrained Triaxial Test	each	$1,800.00	0	$ -
Consolidation Tests	each	$612.00	0	$ -
Laboratory Moisture Density Relationship (Proctor) Tests	each	$193.00	0	$ -
SUB-TOTAL - GEOTECHNICAL EXPLORATIONS AND LABORATORY TESTING				**$ 41,524.00**

ATTACHMENT F

WORK SCHEDULE

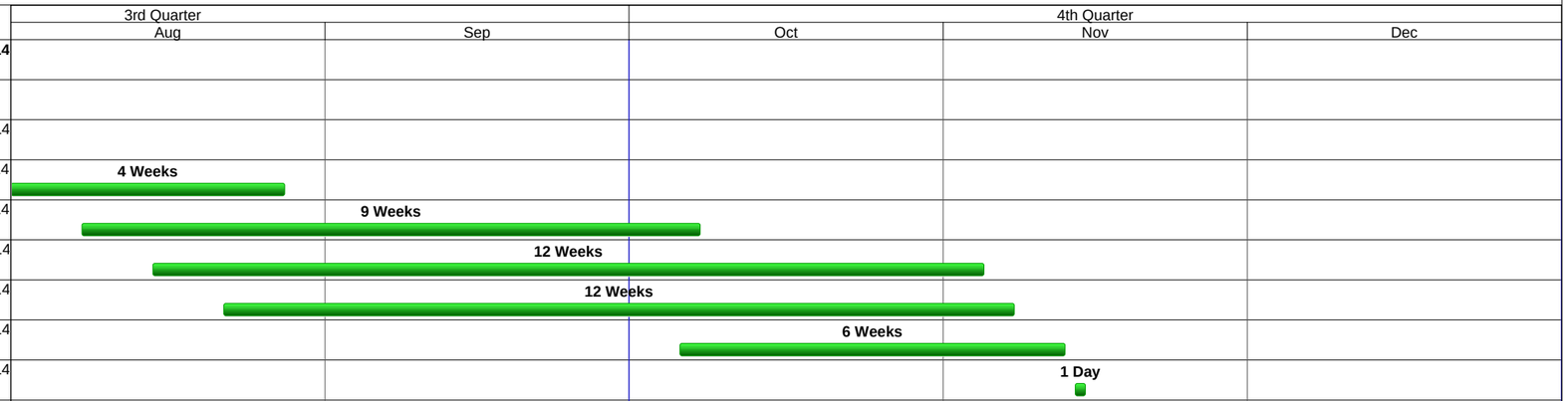
RABA KISTNER CONSULTANTS

IBTC GEOTECHNICAL ENGINEERING STUDY

Attachment F - Work Schedule

HCRMA HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

ID	Task Name	Duration	Start	Finish
1	**ADVANCE PROJECT DEVELOPMENT**	**76 days**	**Fri 8/1/14**	**Fri 11/14/14**
2	**FC 110 - Schematic Modifications**			
3	**FC 110 - Geo-technical / Soil Testing**	**76 days**	Fri 8/1/14	Fri 11/14/14
4	**Locate Borings in Field**	19 days	Fri 8/1/14	Wed 8/27/14
5	**Drill Test Borings**	43 days	Fri 8/8/14	Tue 10/7/14
6	**Laboratory Testing**	58 days	Fri 8/15/14	Tue 11/4/14
7	**Draft Wincore Logs**	56 days	Fri 8/22/14	Fri 11/7/14
8	**Preperation of Final Report**	28 days	Mon 10/6/14	Wed 11/12/14
9	**Issue Final Report**	1 day	Fri 11/14/14	Fri 11/14/14
10	**FC 150 - Field Surveys**			
11	**PROJECT PLAN DEVELOPMENT**			
12	**FC 163 - General**			
13	**FC 163 - Traffic Control Plan**			
14	**FC 160 - Roadway Design Controls**			
15	**FC 160 - Roadway Design**			
16	**FC 170 - Bridge Design**			
17	**FC 161 - Levee Design**			
18	**FC 163 - Retaining Wall Design**			
19	**FC 163 - Roadway Cross Sections**			
20	**FC 162 - Traffic Signals**			
21	**FC 162 - Signing and Pavement Markings**			
22	**FC 162 - Illumination**			
23	**FC 163 - SW3P / EPIC Sheets**			
24	**FC 163 - Misc (Landscape, etc.)**			
25	**PROJ. MGMT. & QUALITY CONTROL**			
26	**FC 145 - Project Management**			
27	**30% Plan Review (HCRMA)**			
28	**60% Plan Review (HCRMA & TxDOT)**			
29	**90% Plan Review (HCRMA & TxDOT)**			
30	**Final Mylar Set (100%) revisions & submittal**			



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

ATTACHMENT G

Contract Deliverables/Computer Graphics Files for Document and Information Exchange
(if determined by the Authority to be applicable to this Agreement)

ATTACHMENT G

Contract Deliverables/Computer Graphics Files for Document and Information Exchange
(if determined by the Authority to be applicable to this Agreement)

G.1 Project Deliverables

A. Electronic File Deliverables

a. Electronic files shall be submitted to Authority in readable CDs/DVDs or an external hard drive, or alternatively, through a share site provided by the HCRMA (ProjectWise System).
   i. Formatting and document files shall comply with TxDOT manuals, unless the Engineer and the Authority agree in writing to utilize a different format or document file type
   ii. CDs/DVDs shall be labeled to reflect:
      1. CSJ (if required)
      2. County
      3. Highway or Project
      4. Date of production
      5. Status of project (interim or final)
      6. Volume sequence (disc 1 of 3, for example)
   iii. The standard director for each CD/DVD shall be:
      1. CSJ_DIR Structure (XXXXXXX)
      2. ADVANCES PLANNING
      3. ENVIRONMENTAL
      4. PROJECT COORDINATION
         a. County
         b. Cities (by name)
         c. Financial
         d. MPO
      5. ROW
         a. Field notes
         b. Maps
         c. Plats
         d. Utility SUE
      6. SCHEMATIC
         a. Final
         b. Preliminary
      7. SURVEY
         a. Construction
         b. Design
      8. CONSTRUCTION
         a. CHG ORDERS
         b. P3-SCH
            i. Construction
            ii. Design
      9. PROCUREMENT
      10. CORRESPONDENCE
         a. ADVANCED PLANNING

b. CONSTRUCTION
c. DESIGN
d. ENVIRONMENTAL
e. ROW
    i. Division
    ii. Owners
    iii. SUE

11. UTILITIES
    a. Electric
    b. Gas
    c. Waste Water
        i. Engineering Firm
    d. Water
        i. Engineering Firm
    e. Telephone
    f. Cable
    g. TxDOT TMS
    h. MPO
    i. Sponsor Agency
12. DESIGN
    a. Batch plot
    b. Bridge
    c. Drainage
    d. Estimate
        i. Preliminary
        ii. Final
    e. General
    f. Geopak
    g. Miscellaneous
    h. Pavement Design
    i. PS&E
    j. REF Files
    k. Roadway
        i. Driveways
    l. Standards
        i. Bridge
        ii. Drainage
        iii. Illumination
        iv. Electric
        v. Pavement Markers
        vi. Retaining Walls
        vii. Roadway
        viii. Signing
        ix. SW3P
        x. TCP

xi. TMS
xii. Traffic Signals

m. Summary
n. TCP
o. Traffic
p. Walls

13. DOCUMENTS
14. MSTN_File Structure
15. OLD FILES

b. Hard copies of maps and reports shall be submitted to the RMA in clean, readable versions with an electronic back up for Authority files

B. A "readme" file shall be created and placed under the "documents" subdirectory. The readme file will be composed of the minimum directory structure detailed above and modified to list particular files that are contained under the various subdirectories. This information will guide the end user to the location of particular files. In addition to the file information, the readme file should contain the general project information such as CSJ, limits of construction, and types of improvements.

C. Formatting
   a. All CADDSEALS placed on finished documents are to remain on that document and should not be removed.
   b. All design file standards are MicroStation drawing files (*.dgn).
   c. Where possible, *.dgn files should have a *pdf companion file.

G.2. PHASE II – Advanced Project Deliverables

Project electronic deliverables for the following types of engineering work will be established in the appropriate work authorization.

A. Geotechnical Deliverables
B. Schematic Deliverables
C. Field Surveying Deliverables
D. Right of Way Deliverables
E. PS&E Deliverables

ATTACHMENT H

DBE PARTICIPATION

ATTACHMENT H-MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN TXDOT AND HCRMA

ATTACHMENT H-MOU

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

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

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

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

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

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

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

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

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

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

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

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

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

and Design Projects.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY:

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

McAllen, Texas 78501-4705

With a copy to:

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

TEXAS DEPARTMENT OF TRANSPORTATION

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

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

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

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

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

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

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

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

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

ATTACHMENT H-MOU (CONTINUED)

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

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

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

TEXAS DEPARTMENT OF TRANSPORTATION

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

Date: 3/13/08

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Dennis Burleson
Chairman

Date: 2/13/2008

Attachment H-Instructions
As Per 49CFR 26.21

The following pages contain six (6) different Attachments to Attachment H covering participation of HUB and DBE providers and subproviders. The correct form to use is determined by whether the Agreement is funded in whole or part by federal funds State funds or Authority funds, and whether or not a HUB/DBE goal has been set for the Agreement. The following pages contain separate reporting forms for federally funded DBE participation and Authority funded HUB participation. **Select the forms that are appropriate for your Agreement and delete the rest along with these instructions from the final Agreement.**

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

State Funded Contracts

Attachment H-SG, Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts, State of Texas HUB Subcontracting Plan Required

- This provision is applicable to state funded contracts with a HUB goal assigned.
- The appropriate reporting forms for this provision are Attachments H-1, H-2, H-4, and H-6 (Texas Building and Procurement Commission [TBPC] State of Texas HUB Subcontracting Plan (HSP), Prime Contractor Assessment Report). A copy of each form is required in the contract.
- Note: if the contract requires work authorizations, a completed Attachment H-2 will be required with each Work Authorization, if a HUB will be performing work. If a non-HUB subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form.
- Attachment H-6 will be required monthly and must be submitted to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report.
- Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

Attachment H-SN, Historically Underutilized Business (HUB) Participation for State Funded Professional or Technical Services Contracts, No State of Texas HUB Subcontracting Plan Required

- This provision is applicable to state funded contracts with no HUB subcontracting plan required and no HUB goal assigned. If no subcontractors are used, the appropriate forms for this provision are Attachments H-1 and H-6.
- Note: If subcontractors are used, the required forms would be Attachments H-1, H-2, H-4 and H-6. A copy of each form is required in the contract.
- Attachment H-6 must be submitted monthly to the AUTHORITY Office even though there is no invoice being submitted or subcontracting to report.
- Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

Attachment H-6, HUB Subcontracting Plan (HSP) Prime Contractor Professional Assessment Report. This is a Monthly Progress Assessment Report. This is a Texas Building and Procurement Commission (TBPC) form and cannot be altered.

- Required for all State funded contracts.
- Attachment H-6 is required monthly and should be submitted to the AUTHORITY Office. This is a requirement even though there is no invoice being submitted or subcontracting to report.
- A copy of Attachment H-6 must be submitted when supplying an invoice to the appropriate agency contact for payment.
- The "Object Code" section(s) on this form should remain blank.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6) **ELIGIBILITY OF DBEs.**

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

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

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

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

7) **DETERMINATION OF DBE PARTICIPATION.**

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

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

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

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

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

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

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

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

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

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ATTACHMENT H-FN

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

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

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

DETERMINATION OF DBE PARTICIPATION.

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

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

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

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

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

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

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ATTACHMENT H-SG (NOT APPLICABLE)

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

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

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

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

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

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

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

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

6) **DETERMINATION OF HUB PARTICIPATION.**

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

7) **COMPLIANCE OF PROVIDER.**

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

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

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

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

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

8) **RECORDS AND REPORTS.**

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

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

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

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

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ATTACHMENT H-SN (NOT APPLICABLE)

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

POLICY

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

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

DETERMINATION OF HUB PARTICIPATION.

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

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

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

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

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

REQUIRED FORMS.

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

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

ATTACHMENT H-1

Subprovider Monitoring System
Commitment Worksheet

Contract #:_____ Assigned Goal: 12.2% Federally Funded _____
County Funded _____
Prime Provider: Raba Kistner, Inc. Total Contract Amount: $520,433.54
Prime Provider Info: DBE___HUB ___ Both ___
Vendor ID #: 74-1611534 DBE/HUB Expiration Date: _____
(First 11 Digits Only)

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

Subprovider(s) (List All)	**Type of Work**	**Vendor ID #** (First 11 Digits Only)	**D=DBE H=HUB**	**Expiration Date**	**$ Amount or % of Work ***
Millennium Engineers Group, Inc	Geotechnical Engineering	17429966843	H	02/03/2018	
Subprovider(s) Contract or % of Work* Totals					

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

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

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

12/06 DBEH1.AT

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: _____ Assigned Goal: 12.2% Prime Provider Raba Kistner, Inc.

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

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
FC	**$0**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

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

Provider Name: Raba Kistner, Inc. **Address: 12821 W. Golden Lane** **San Antonio, Texas 78249** **VID Number: 74-1611534** **PH: & FAX: 210-699-9090 / 210-699-6426** **Email: cschultz@rkci.com**	**Name:** Chris L. Schultz ***(Please Print)*** **Title:** President _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name: Millennium Engineers Group, Inc** **VID Number: 17429966843** **Address: P.O. Box 4569, Edinburg,Tx 78540** **PH: 956-702-8500** **Email: rpalma@megengineers.com**	**Name:** Raul Palma ***(Please Print)*** **Title:** President _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

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

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

Contract #: _____ Original Contract Amount: **$0**
Date of Execution: _____ Approved Supplemental Agreements: **$0**
Prime Provider: Raba Kistner Consultants Total Contract Amount: **$0**
Work Authorization No. : _____ Work Authorization Amount: **$0**

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
	Millenium Engineers Group, Inc.	Geotechnical Engineering					

Fill out Progress Assessment Report with each estimate/invoice submitted, *for all subcontracts*, and forward as follows:
1 Copy with Invoice - Hidalgo County Regional Mobility Authority Office
I hereby certify that the above is true and correct statement of the amounts paid to the firms listed above.

Print Name - Company Official /DBE Liaison Officer | Signature | Phone | Date

Email | Fax

ATTACHMENT H-4

Subprovider Monitoring System
Final Report

The Final Report Form should be filled out by the Prime Provider and submitted to the Contract Manager and the Business Opportunity Programs Office for review upon completion of the contract. The report should reflect **all subcontract activity** on the project. The report will aid in expediting the final estimate for payment. If the HUB or DBE goal requirements were not met, documentation supporting good faith efforts must be submitted.

DBE Goal: 12.2 % **OR** HUB Goal: _____%

Total Contract Amount: **$0** Total Contract Amount: $520,433.54

Contract Number:

Vendor ID #	**Subprovider**	**Total $ Amount Paid to Date**
17429966843	Millennium Engineers Group,Inc	
TOTAL		

This is to certify that _____% of the work was completed by the HUB or DBE subproviders as stated above.

_____
By: Prime Provider

_____
Per: Signature

Subscribed and sworn to before me, this _____ day of _____, 20 __

_____Notary Public _____ County

My Commission expires:_____

12/06 DBE-H4.A

ATTACHMENT H-5

Federal Subprovider and Supplier Information

The Provider shall indicate below the name, address and phone number of all successful and unsuccessful subproviders and/or suppliers that provided proposals/quotes for this contract prior to execution. You may reproduce this form if additional space is needed.

Name	**Address**	**Phone Number**
Millennium Engineers Group,Inc	P.O. Box 4569, Edinburg,Tx 78540	956-702-8500

The information must be provided and returned with the contract.

_____ _____

Signature Date

{Signatory Name, Position} _____ _____

Printed Name Email Phone #

ATTACHMENT H-6

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

HUB Subcontracting Plan (HSP)
Prime Contractor Progress Assessment Report

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

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

Contracting Agency/University Name: _____

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

Point of Contact: _____ Phone #: _____

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

Report HUB and Non-HUB subcontractor information

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

ATTACHMENT H-7

DBE CERTIFICATIONS

SUSAN COMBS

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. BOX 13186 • AUSTIN, TX 78711-3186

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at http://www.window.state.tx.us/procurement//cmbl/hubonly.html. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1742996684300**
File/Vendor Number:	**045639**
Approval Date:	**03-FEB-2014**
Scheduled Expiration Date:	**03-FEB-2018**

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

MILLENNIUM ENGINEERS GROUP, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 07-FEB-2014, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

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

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (**http://www.window.state.tx.us/procurement/cmbl/cmblhub.html**) or by contacting the HUB Program at **1-888-863-5881** or **512-463-5872**.

Rev. 09/12

ATTACHMENT I

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/7/2013

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).

PRODUCER	CONTACT NAME: Janet Hajek
Catto & Catto LLP 217 East Houston Street Suite 100 San Antonio TX 78205-2694	PHONE (A/C, No, Ext): 210-222-2161 FAX (A/C, No): 210-222-1618 E-MAIL ADDRESS: jhajek@catto.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Guarantee & Liability	
INSURER B : American Zurich Ins. Co.	
INSURER C : Zurich American Ins Co	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	
Raba Kistner Inc. P.O. Box 690287 San Antonio TX 78269-0287	Manuel Zuniga

COVERAGES **CERTIFICATE NUMBER:** 1595751679 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			GLA3994747	10/1/2013	10/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			GLA3994747	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC3994748	10/1/2013	10/1/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	Auto Physical Damage			GLA3994747	10/1/2013	10/1/2014	Comp. Deductible Coll. Deductible	1000 1000

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

Named Insureds: Raba Kistner, Inc dba Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc, Raba Kistner Facilities, Inc., Raba Kistner Infrastructure and Raba Ingenieros S. de R.L. de C.V.
The General & Auto Liability policies include a blanket automatic additional insured endorsement provision that provides additional insured status to the parties listed in said contract when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability, Auto & Workers Compensation policies include a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER

For Insureds Use
For Insureds Use
San Antonio TX 78269

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ATTACHMENT J

CONFLICTS CERTIFICATION

ATTACHMENT J

CONFLICTS CERTIFICATION

1. Business Relationships:

   The RMA has adopted a conflict of interest policy which generally requires disclosure of any business relationships with RMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy for Consultants, the list of Board Members and Key Personnel, and the Disclosure Form can be obtained from the RMA website (www.hcrma.net). Engineer all any sub consultants to Engineer shall adhere to this policy and provide any required disclosures.

2. Adverse Matters:

   Engineer must disclose conflicts of interest by identifying any matter in which the Engineer becomes adverse to the RMA or the Texas Department of Transportation or to the State of Texas or any of its boards, agencies, commissions, universities, elected or appointed officials, or Hidalgo County during the term of the Agreement.

3. Direct and Indirect Interest:

   The Engineer shall ensure that, during the term of the Agreement, the Engineer, including any of its principals, will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of Engineer's obligations under the agreement, including, but not limited to, ownership of property in the right-of-way of any of the independent projects of the Hidalgo County Roadway System. The Engineer warrants that, in the performance of the Agreement, the Engineer shall not employ any person, or subcontract with any entity, having such known interest.

ENGINEER: Raba Kistner, Inc.

BY: _____

DATE: May 8, 2014

ATTACHMENT J

CONFLICTS CERTIFICATION

1. Business Relationships:

The RMA has adopted a conflict of interest policy which generally requires disclosure of any business relationships with RMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy for Consultants, the list of Board Members and Key Personnel, and the Disclosure Form can be obtained from the RMA website (www.hcrma.net). Engineer all any sub consultants to Engineer shall adhere to this policy and provide any required disclosures.

2. Adverse Matters:

Engineer must disclose conflicts of interest by identifying any matter in which the Engineer becomes adverse to the RMA or the Texas Department of Transportation or to the State of Texas or any of its boards, agencies, commissions, universities, elected or appointed officials, or Hidalgo County during the term of the Agreement.

3. Direct and Indirect Interest:

The Engineer shall ensure that, during the term of the Agreement, the Engineer, including any of its principals, will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of Engineer's obligations under the agreement, including, but not limited to, ownership of property in the right-of-way of any of the independent projects of the Hidalgo County Roadway System. The Engineer warrants that, in the performance of the Agreement, the Engineer shall not employ any person, or subcontract with any entity, having such known interest.

ENGINEER: Raul Palma, P.E.

BY: Raul Palma

DATE: 05/07/2014

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Raba Kistner, Inc.

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

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

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

No known employment or business relationship

Name of Officer

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

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

N/A ☐ Yes ☐ No

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

N/A ☐ Yes ☐ No

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

N/A ☐ Yes ☐ No

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

No known employment or business relationship

4

Signature of person doing business with the governmental entity

May 8, 2014

Date

Adopted 06/29/2007

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

Millennium Engineers Group, Inc.

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

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

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

NONE

Name of Officer

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

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

4

Signature of person doing business with the governmental entity

05/07/2014

Date

Adopted 06/29/2007

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ
Page 2

5 **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

☐ Yes ☑ No

D. Describe each affiliation or business relationship.

-NONE-

6 **Describe any other affiliation or business relationship that might cause a conflict of interest.**

-NONE-

7

Raul Palma

Signature of person doing business with the governmental entity

Raul Palma

02/19/2014

Date

Amended 01/13/2006

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

Instrument Number: 2014-2487349

As

Recorded On: February 19, 2014 **Recording**

Parties:

To

Billable Pages: 2

Number of Pages: 3

Comment: CIQ

**** Examined and Charged as Follows: ****

Recording	30.00
Total Recording:	**30.00**

********** THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2014-2487349
Receipt Number: 1419878
Recorded Date/Time: February 19, 2014 12:11P

User / Station: E Castillo - Cash Station 17

Record and Return To:

MILLENNIUM ENGINEERS GROUP, INC.
ORIGINAL RETURNED TO CUSTOMER
EDINBURG TX 78540

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

ATTACHMENT J

CONFLICTS CERTIFICATION

1. Business Relationships:

   The RMA has adopted a conflict of interest policy which generally requires disclosure of any business relationships with RMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy for Consultants, the list of Board Members and Key Personnel, and the Disclosure Form can be obtained from the RMA website (www.hcrma.net). Engineer all any sub consultants to Engineer shall adhere to this policy and provide any required disclosures.

2. Adverse Matters:

   Engineer must disclose conflicts of interest by identifying any matter in which the Engineer becomes adverse to the RMA or the Texas Department of Transportation or to the State of Texas or any of its boards, agencies, commissions, universities, elected or appointed officials, or Hidalgo County during the term of the Agreement.

3. Direct and Indirect Interest:

   The Engineer shall ensure that, during the term of the Agreement, the Engineer, including any of its principals, will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of Engineer's obligations under the agreement, including, but not limited to, ownership of property in the right-of-way of any of the independent projects of the Hidalgo County Roadway System. The Engineer warrants that, in the performance of the Agreement, the Engineer shall not employ any person, or subcontract with any entity, having such known interest.

ENGINEER: Raba Kistner Consultants

BY: _____

DATE: _____

ATTACHMENT K
DEBARMENT CERTIFICATION

Texas Department of Transportation

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

(1) The **PROVIDER** certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Raba Kistner, Inc.
Name of Provider

Signature of Certifying Official

Chris L. Schultz, PE, PMP, President and COO, Raba Kistner Consultants, Inc.
Title of Certifying Official

05/08/14
Date

(2) Where the **PROVIDER** is unable to certify to any of the statements in this certification, such **PROVIDER** shall attach an explanation to this certification.

Exceptions will not necessarily result in denial of award. Providing false information may result in criminal prosecution or administrative sanctions.

* federal, state or local

Texas Department of Transportation

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

(1) The **PROVIDER** certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Millennium Engineers Group, Inc.
Name of Provider

Signature of Certifying Official

President
Title of Certifying Official

05/07/14
Date

(2) Where the **PROVIDER** is unable to certify to any of the statements in this certification, such **PROVIDER** shall attach an explanation to this certification.

Exceptions will not necessarily result in denial of award. Providing false information may result in criminal prosecution or administrative sanctions.

* federal, state or local

STATE OF TEXAS §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING / DESIGN SERVICES (IBTC GEOTECHNICAL SERVICES – L&G)

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

WITNESSETH

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

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

WHEREAS, pursuant to the Procurement and the Authority Board of Director's (the Board's) ranking of respondents thereto, the Board finds it to be in the best interest of the Authority to engage the Engineer to provide geotechnical; engineering services as required for the development of the Project as approved by the Authority to wit: the **IBTC GEO-TECHNICAL/ SEGMENT 0010 IBTC GEOTECHNICAL BORINGS AND INVESTIGATIONS FOR: BRIDGE, RETAINING WALLS, AND FLEXBASE SALVAGE** (the "Project");

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

AGREEMENT

ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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

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

ARTICLE II
AGREEMENT PERIOD

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2014 unless the Agreement period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Section 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Section 14, Termination. Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

ARTICLE III
COMPENSATION

3.1 Maximum Amount Payable. The maximum amount payable under this contract is $698,842.88 unless modified (1) modified written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements or (2) modified through a work authorization as set forth in Article V, provided that such work authorizations is adopted by Board action.

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

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

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

ARTICLE IV
PAYMENT REQUIREMENTS

4.1 **Monthly Billing Statements**. The Engineer shall request reimbursement of costs incurred by submitting the original and one copy of an itemized billing statement in a form acceptable to the Authority. The

Engineer is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

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

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

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

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

4.6 **Required Reports.**

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

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

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

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

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

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

ARTICLE V
WORK AUTHORIZATIONS

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

ARTICLE VI
SIGNATORY WARRANTY

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

ARTICLE VII
NOTICES

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

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

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

ARTICLE VIII
INCORPORATION OF PROVISIONS

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

SIGNATORIES

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

AUTHORITY	**ENGINEER**
By: _____	By: _____
Name: Pilar Rodriguez	Name: Jacinto Garza
Title: Executive Director	Title: President .
Hidalgo County Regional Mobility Authority	L&G Engineering Laboratory, LLC
Date: _____	Date: _____

:

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

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

ATTACHMENT A
GENERAL PROVISIONS

ATTACHMENT A
GENERAL PROVISIONS

INDEX TO PROVISIONS

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

ATTACHMENT A
GENERAL PROVISIONS

SECTION 1. WORK AUTHORIZATIONS

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. PROGRESS

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

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

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

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

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

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

SECTION 3. SUSPENSION OF WORK AUTHORIZATION

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

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

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

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

SECTION 4. ADDITIONAL WORK

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

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

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

SECTION 5. CHANGES IN WORK

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

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

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

SECTION 6. SUPPLEMENTAL AGREEMENTS

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

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

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

SECTION 7. OWNERSHIP OF DATA

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

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

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

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

SECTION 8. PUBLIC INFORMATION AND CONFIDENTIALITY

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

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

SECTION 9. PERSONNEL, EQUIPMENT AND MATERIAL

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

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

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

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

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

F. Ownership of Acquired Property. Except to the extent that a specific provision of this Agreement states to the contrary, the Authority shall own all intellectual property acquired or developed under this Agreement and all equipment purchased by the Engineer or its subcontractors under this Agreement. All intellectual

property and equipment owned by the Authority shall be delivered to the Authority when this Agreement terminates, or when it is no longer needed for work performed under this Agreement, whichever occurs first.

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

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

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

SECTION 10. SUBCONTRACTING

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

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

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

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

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

SECTION 11. INSPECTION OF WORK

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

the premises in which it is being performed.

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

SECTION 12. SUBMISSION OF REPORTS

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

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

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

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

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

SECTION 14. TERMINATION

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

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

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

C. Value of Completed Work. If the Engineer defaults in the performance of this Agreement or if the

Authority terminates this Agreement for fault on the part of the Engineer, the Authority will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in Attachment E, Fee Schedule) by the Engineer in performing the work to the date of default; (2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the Authority; (4) the cost to the Authority of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; and (6) other factors which affect the value to the Authority of the work performed.

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

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

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

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

SECTION 15. COMPLIANCE WITH LAWS

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

SECTION 16. INDEMNIFICATION

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

ENGINEER OR OF ANY PERSON EMPLOYED OR ENGAGED BY THE ENGINEER, AND THE DEFENSE OF ANY SUCH CLAIMS, LIABILITY, ACTION, OR LOSS.

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

SECTION 17. ENGINEER'S RESPONSIBILITY

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

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

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

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

SECTION 18. NONCOLLUSION

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

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

SECTION 19. INSURANCE

ATTACHMENT A
GENERAL PROVISIONS

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

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

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

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

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

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

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

SECTION 20. GRATUITIES

Employees of the Authority shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the Authority under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Authority. Any person doing business with or who may reasonably speaking do business with the Authority under this

Agreement may not make any offer of benefits, gifts or favors to departmental employees, except as mentioned herein above. Failure on the part of the Engineer to adhere to this policy may result in the termination of this Agreement.

SECTION 21. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS

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

SECTION 22. MAINTENANCE, RETENTION AND AUDIT OF RECORDS

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

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

SECTION 23. CIVIL RIGHTS COMPLIANCE

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

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

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

(4) Information and Reports: The Engineer shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance

with such Regulations or directives. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration and shall set forth what efforts it has made to obtain the information.

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

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

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

SECTION 24. PATENT RIGHTS
The Authority; and if appropriate, the Texas Department of Transportation; and the U. S. Department of Transportation shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Engineer under this Agreement.

SECTION 25. COMPUTER GRAPHICS FILES
The Engineer agrees to comply with Attachment G, Computer Graphics Files for Document and Information Exchange, if determined by the Authority to be applicable to this Agreement.

SECTION 26. CHILD SUPPORT CERTIFICATION
Under Section 231.006, Texas Family Code, the Engineer certifies that the individual or business entity named in this Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Engineer is liable to the Authority for attorney's fees, the cost necessary to complete this Agreement, including the cost of advertising and awarding a second Agreement, and any other damages provided by law or this Agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

SECTION 27. DISPUTES

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

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

SECTION 28. SUCCESSORS AND ASSIGNS

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

SECTION 29. SEVERABILITY

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

SECTION 30. PRIOR AGREEMENTS SUPERSEDED

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

SECTION 31. CONFLICT OF INTEREST

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

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

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

C. Environmental Disclosure. If the Engineer will prepare an environmental impact statement or an environmental assessment under this Agreement, the Engineer certifies by executing this Agreement that it has no financial or other interest in the outcome of the project on which the environmental impact statement or environmental assessment is prepared.

SECTION 32. OFFICE OF MANAGEMENT AND BUDGET (OMB) AUDIT REQUIREMENTS

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

SECTION 33. CERTIFICATIONS

A. The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive Federal funds and, when requested by the Authority, to furnish a copy of the certification.

B. In accordance with Department of Transportation, Title 49, Code of Federal Regulations, Part 29 and by signature on this Agreement and the Debarment Certification attached hereto as Attachment K, the Engineer certifies its compliance and the compliance of any subconsultants or subcontractors present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving federal, state or Authority funds:

(1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
(2) does not have a proposed debarment pending;
(3) has not been suspended debarred, voluntarily excluded, or determined ineligible by an federal agency within the past three (3) years; and
(4) has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years as specified by Title 49, Code of Federal Regulations, paragraph 29.305(a).

C. The Engineer agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code as codified in Title 48, Federal Acquisition Regulations, Subpart 3.8 and subpart 52.203.11, prohibiting federal funds from being expended by a recipient or lower-tier subrecipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract or cooperative agreement. If federal funds are applied to the services under this Agreement, the Engineer and any subconsultants or subcontractors would be required to complete the Certification of Federal Contracts and, if necessary, the Disclosure of Lobbying Activities.

D. If the Project is a federal aid project, Engineer is required to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), which prohibit the use under non-exempt federal contract, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the USEPA Assistant Administrator of Enforcement.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE AUTHORITY

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE AUTHORITY

GENERAL

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

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

PS&E P.S. & E. Development

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

1. Authorization to begin work.
2. Timely payment for work performed by the **Engineer** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project.
5. Review and approve the **Engineer**'s progress schedule with milestone activities and/or deliverables identified.
6. Provide timely review and decisions in accordance with **TxDOT's Advanced Funding Agreement for SH365** in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule identified in Attachment F.
7. Request Project CSJ's from TxDOT.

ROUTE AND DESIGN STUDIES (FC 110)

The **AUTHORITY** will provide the following:

Design Criteria

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

Schematic Update

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

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

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

RIGHT-OF-WAY DATA (FC 130)

The **AUTHORITY** will provide the following:

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

FIELD SURVEYING AND PHOTOGRAMMETRY (FC 150)

The **AUTHORITY** will provide the following:

Deliverables:

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

DRAINAGE (FC 161)

The **AUTHORITY** will provide the following:

1. Timely review/approval of the Hydraulic Study.

MISCELLANEOUS ROADWAY (FC 163)

The **AUTHORITY** will provide the following:

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

MANAGEMENT (FC 164)

The **AUTHORITY** will provide the following:

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

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

GENERAL SCOPE OF WORK

The work to be performed by the **Consultant** under this work authorization shall consist of; Geotechnical Drilling, Geotechnical Laboratory Testing and Geotechnical Engineering Services for the IBTC project hereinafter denoted as the **Project.** This report will include the tasks listed in detail below.

The **Consultant** shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Work Authorization, except as otherwise specified to be provided by the **Engineer**.

The **Consultant** will develop/submit a work schedule that identifies milestone activities and/or deliverables, and that is conformable to the schedule outlined in **ATTACHMENT "C"**.

Specific activities to be performed by the **Consultant** include the following:

I. Geotechnical Drilling and Miscellaneous Field Services

The **Consultant** will coordinate with the **Engineer** for verification of project vicinity map indicating general boring site locations.

The **Consultant** will provide drilling/excavation and sampling of subsurface materials as follows in accordance with this Work Authorization:

- Structural Borings
  - Sixty-Four (64) Borings will be drilled (Borings will be advanced to a depth of approximately 75 feet below the existing top of natural ground)

- Retaining Wall Borings
  - Thirty-Three (33) Borings will be drilled (Borings will be advanced to a depth of approximately 30 feet below existing top of natural ground)

- Existing Pavement Section (Salvaged Base and ACP) Extraction Locations
  - Six (6) Locations will be extracted for testing of the salvaged base and asphalt concrete testing for potential usage as flexible base and recycled asphalt pavement (RAP) (Excavations will be advanced to a depth of approximately the bottom of the existing flexible base layer) (Salvage Locations will require saw-cutting existing pavement and replacing excavated volume with ACP Cold-Mix or Concrete backfill.) (Locations will be along FM 3072 Dicker Rd.)

The **Consultant** will stake the boring locations and provide utility clearances prior to performing the field exploration portion of the project. The **Engineer** will be responsible to provide any necessary permits or authorization to access areas (right of entry) where borings are to be drilled. All borings will be located in the field by a representative of the **Consultant**. All boring locations will be documented with GPS coordinates.

The borings will be advanced to the depth noted above and the in-situ soil testing will be performed in accordance with ASTM and TxDOT Standard Test Procedures (Tex-132-E – Texas Cone Penetration for All Borings) and in general accordance with the TxDOT Geotechnical Manual. The soils will be sampled as

needed to verify subsurface materials and strata changes. Final drilling depths and elevations will be based on topographic conditions at the time of drilling operations.

All samples will be removed from the sample apparatus during drilling operations. The **Consultant** will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to the laboratory testing facility.

Drilling services will include an initial water strike depth and a 24-hour water level reading at each boring location. Following completion of drilling and sampling, all boreholes will be backfilled with soil cuttings from the completed borings. If there are insufficient soil cuttings available, alternate fill will be used to backfill the completed boreholes.

This proposal does not include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to regrade the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required;
- Encountering hazardous or contaminated soils or substances during our field activities.

The **Consultant** will notify the **Engineer** should these services become necessary to complete field exploration activities, and if approved by the **Engineer**, additional negotiated fee and scope will be incorporated through a Supplemental Work Authorization.

II. Geotechnical Laboratory Testing Services

Geotechnical Laboratory Testing will be performed on the samples recovered during the field study to evaluate their physical and engineering properties. Testing shall include several of the following test procedures:

(1) Atterberg Limits (ASTM D4318 or Tex-104-E, 105-E, 106-E)
This procedure will be used to aid in the classifying of the soil and to provide information on the potential vertical rise and contraction of the soil. Test data furnished will include Liquid Limit, Plasticity Index, and Linear Shrinkage test results.

(2) Gradation (-200) (ASTM D1140 or Tex-111-E)
This procedure will be used to aid in the classifying of the soil. A No. 200 sieve will be used to distinguish fine grained material as well as for cohesive soils.

(3) Lab. Determination of Moisture in Soils (ASTM D2216 or Tex-103-E)
This procedure will aid in determining the in-situ moisture of the soil to be able to evaluate the potential vertical rise and contraction of the soil.

(4) Sulfate Content of Soil (ASTM C1580 or Tex-145-E)

This procedure will identify the soluble sulfate content of soil by using the colorimetric method. The results of this procedure are typically utilized with regard to structures, to determine the presence of extreme amounts of soluble sulfates in soils which can mark a necessity for the use of Sulfate Resistant Concrete (> than 1000 ppm).

(5) Consolidation Testing (ASTM D2435)

This procedure is utilized to predict the magnitude and potential rate of consolidation of soil in laboratory mimicked field conditions (laterally restrained and axially drained) while subjected to controlled stress loading increments.

(6) Triaxial Testing (Salvage Base) (Tex-117-E)

This procedure determines the shearing resistance, water absorption, and expansion of soils and/ or soil-aggregate mixtures. Shearing resistance values will be used to determine the salvage base criteria for the existing material.

(7) Gradation/Asphalt Content of ACP (Tex-200-F/Tex-236-F)

This test method is used to determine the particle size distribution of aggregate samples using standard U.S. sieves with square openings (Tex-200-F). The asphalt content will also be provided by Ignition Method (Tex-236-F).

III. Geotechnical Engineering Services

The **Consultant** will utilize information gathered from the field and laboratory testing to provide the **Engineer** with Geotechnical Engineering results and analyses for the **Project**. The findings and conclusions derived from the results and analyses will be presented in a written engineering report (technical memorandum) and provided to the **Engineer** (three (3) copies). The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples at the boring locations and subsurface water conditions encountered. The report will provide analyses and/or engineering recommendations as follows:

- Developing and Coordinating Final Plan & Drilling/Testing Scheme for Borings
- Analyses of Existing Strata and Development of Boring Logs
- Analyses of Soil Shear Strength Models for Locations (For Use w/ Ret. Walls)
- Development of Foundation Capacity Curves (Various Options – Piling & Drilled Shafts)
- Global Stability Modeling of Ret. Walls incl. Ext. Stability (GSTABL) (Approx. 38 Walls)
- Completion of Parameters for Use in MSE (DD) Sheet
- Completion of Parameters for Use in Scour Analysis (D50-D90 Analysis)
- Settlement Analysis of Ret. Walls (at Embank Sections) (Where Necessary)
- Foundation Type and Construction Recommendations
- Recommendations for Salvaged Base (Flexible Base and ACP)

The report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

L&G LAB

NUMBER OF BORINGS REQUIRED					
	BRIDGES	RET.WALL	EMBANK	EMBANK-UW	PVMNT
Layout 1	28	18			
Layout 2	34	4			
Layout 3		11			
Layout 4	3	0			
TOTAL =	65	33	0	0	0

RABA KISNER

NUMBER OF BORINGS REQUIRED					
	BRIDGES	RET.WALL	EMBANK	EMBANK-UW	PVMNT
Layout 1			12	0	20
Layout 2			21	0	15
Layout 3	9		3	10	10
Layout 4			2	0	14
TOTAL =	9	0	38	10	59

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

0010 IBTC
LOCATION MAP

NOTE:
L&G Laboratory to do all bridge borings except at BUS 83 (to be done by Raba Kisner)

LAYOUT-1
LAYOUT-2
LAYOUT-3
LAYOUT-4

Pharr-Reynosa POE
Donna-Rio Bravo POE

Scale: 0 0.25 0.5 1 Miles

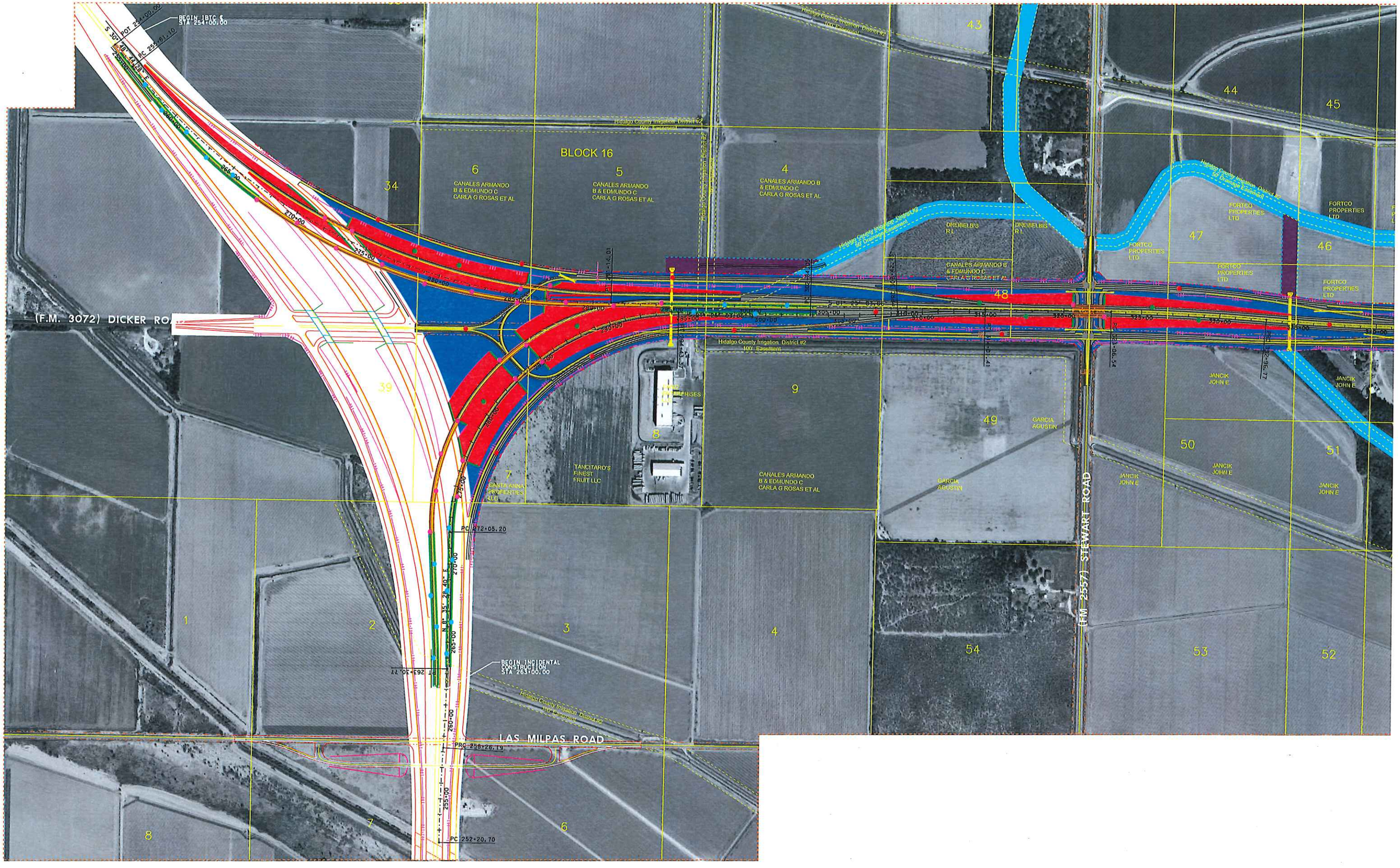
Author: E. Davila Date: 4/24/2014

GIS powered by DANNENBAUM

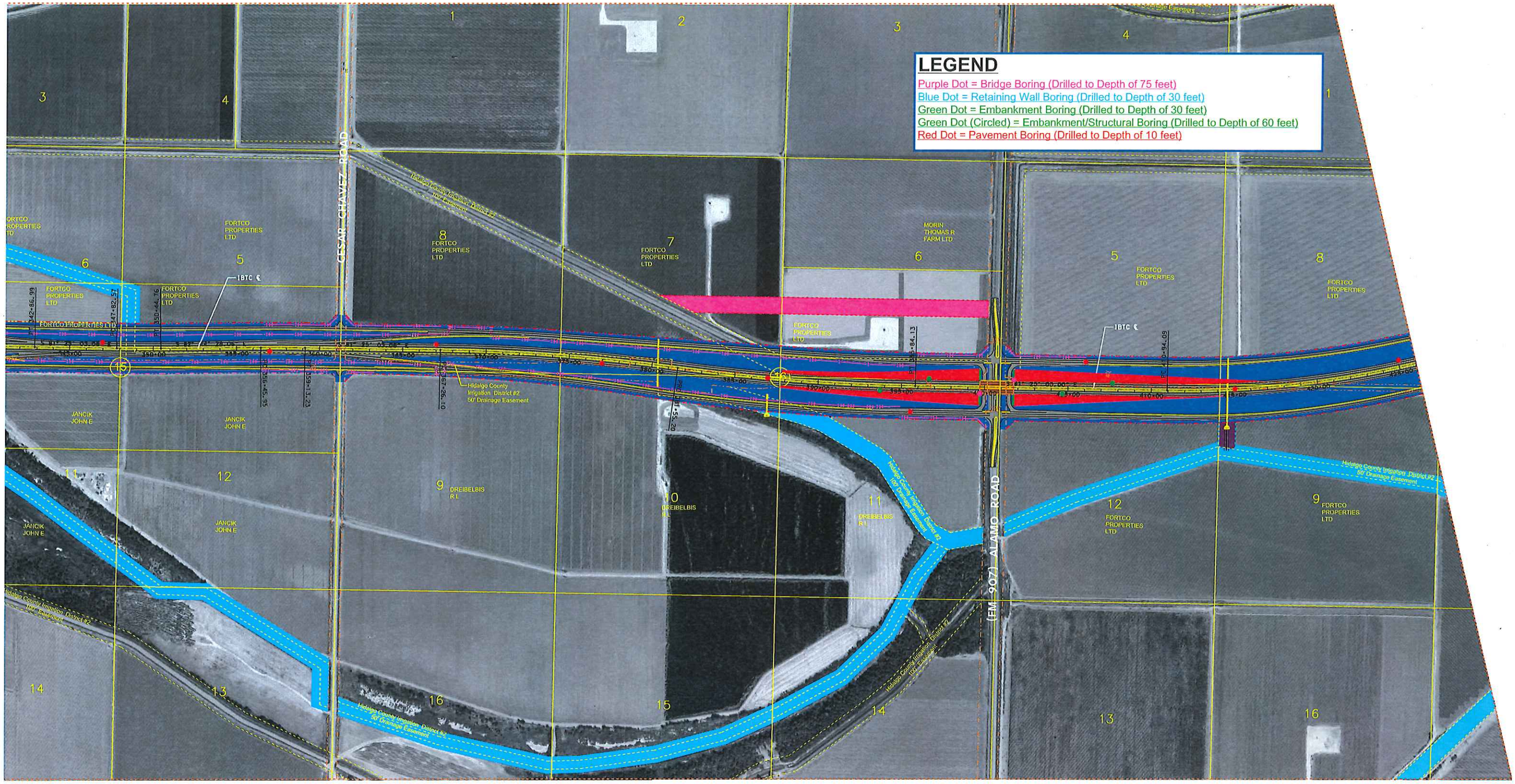
Path: G:\1540\4652\PMC\GIS\EXHIBITS\2014-04-24 IBTC Location Map.mxd

© 2013 Nokia © AND © 2014 Microsoft Corporation

Attachment C - Layout 1

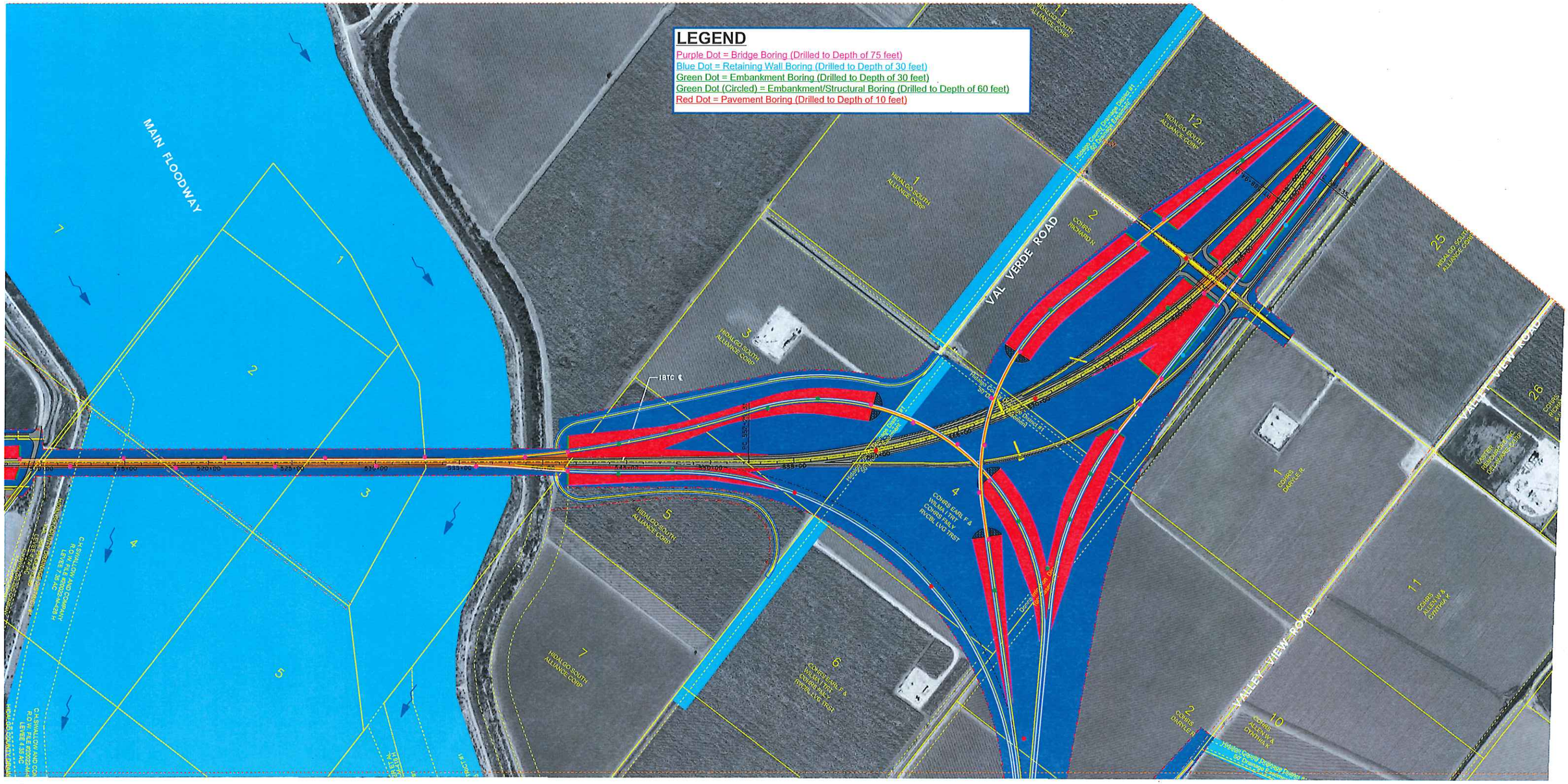


Attachment C - Layout 1



Attachment C - Layout 2

Attachment C - Layout 2



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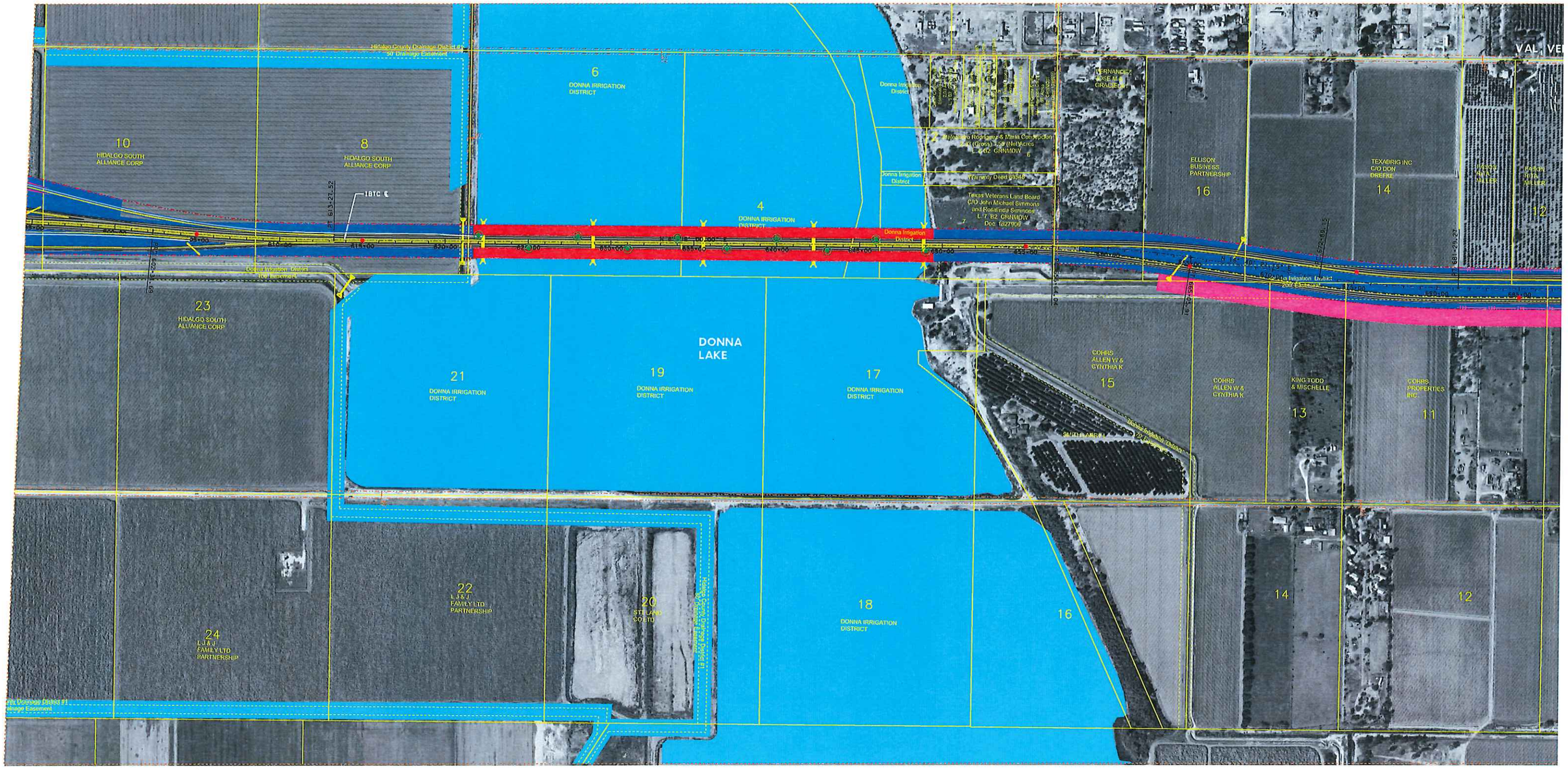

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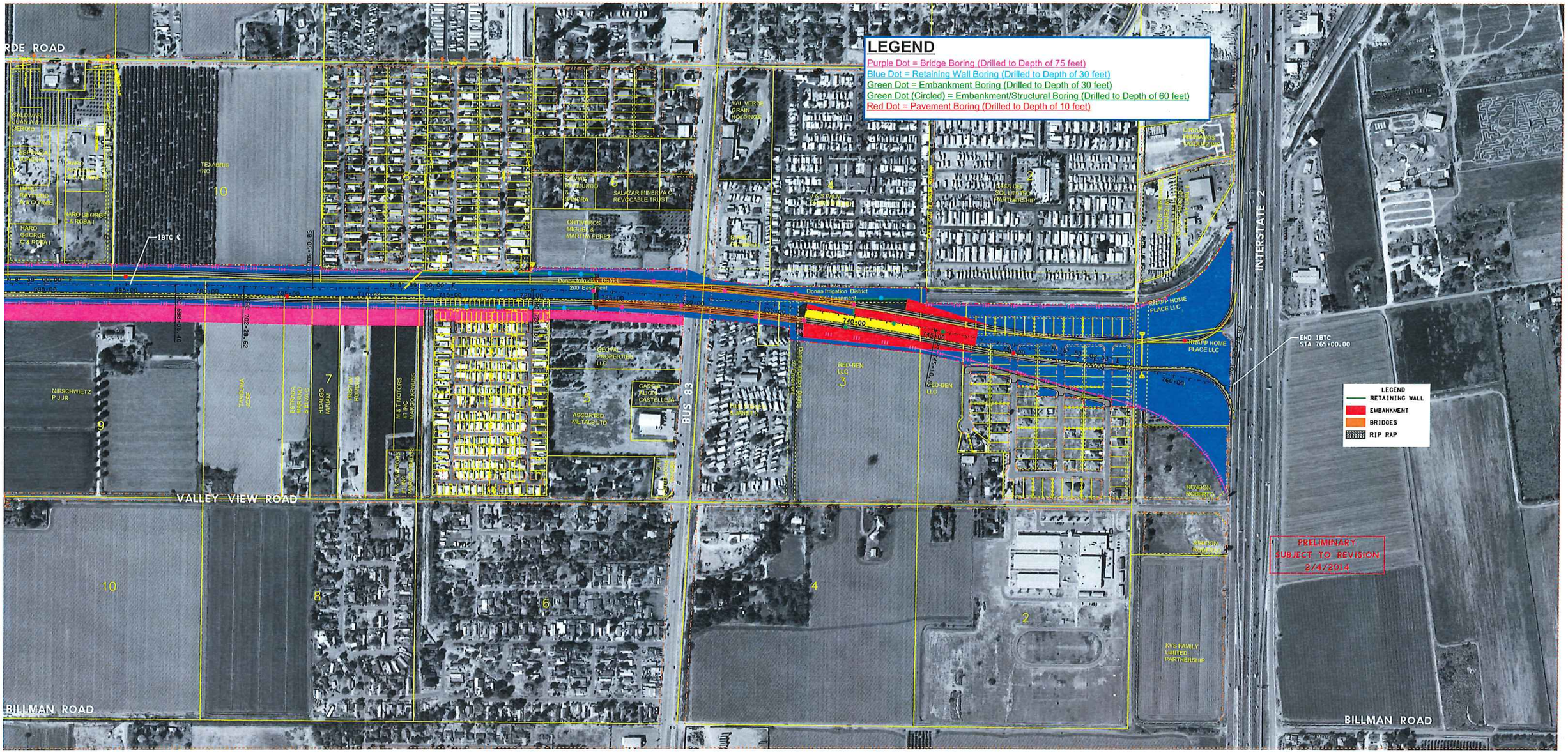

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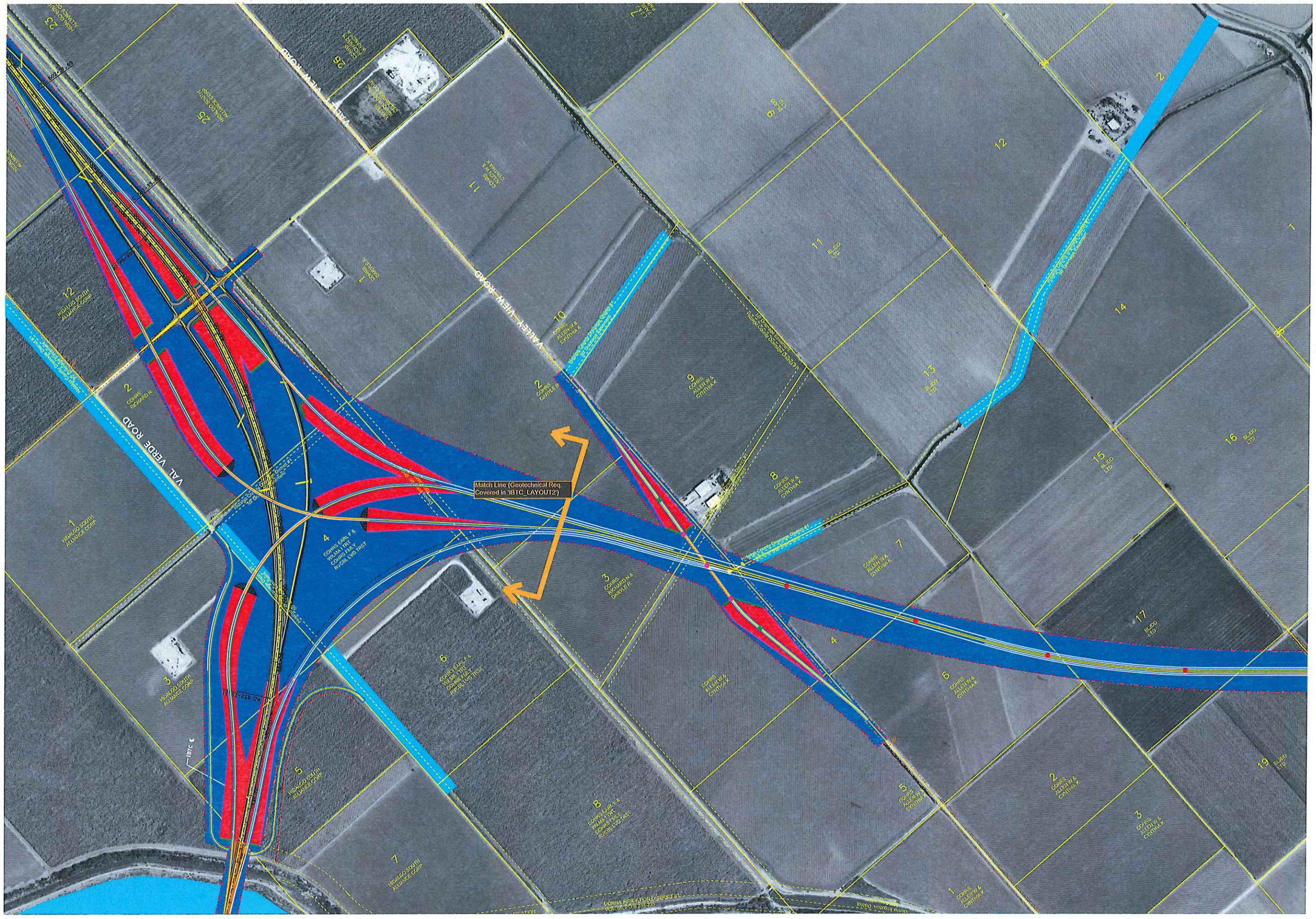


Attachment C - Layout 4

ATTACHMENT D

WORK AUTHORIZATION

ATTACHMENT D-1

WORK AUTHORIZATION NO. ____
AGREEMENT FOR ENGINEERING SERVICES

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

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

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

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

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

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under "Article V of that certain Professional Services Agreement for Engineering / Design Services IBTC Geo-Technical / Segment 0010 IBTC Geotechnical Borings and Investigations for: Bridge, Retaining Walls, and Flexbase Salvage.

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

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

LIST OF EXHIBITS

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

ATTACHMENT D-2

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

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

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

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

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

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

ATTACHMENT E

FEE SCHEDULE

ATTACHMENT E-1
Final Cost Proposal Form

This attachment provides the basis of payment and fee schedule**. The basis of payment for this Work Authorization is indicated by an "X" in the applicable box.** The basis shall be supported by the Final Cost Proposal (FCP) shown below and should identify maximum amount payable and basis of payment. If more than one basis of payment is used, each one must be supported by a separate FCP. The basis of payment will be determined by Work Authorization and may be by any of the methods listed below.

"X"	Basis	
X	Lump Sum	The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and fixed fee. The Engineer shall be paid pro rata based on the percentage of work completed. For payment the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost.
____	Unit Cost	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and fixed fee. The Engineer shall be paid based on the type and number of units fully completed and the respective unit cost. For payment, the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown.
____	Specified Rate Basis	The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. Payment shall be based on the actual hours worked multiplied by the specified rate for each type of labor plus other agreed to special direct cost items. The specified rate includes direct labor and indirect cost and fixed fee. The Authority may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit.
____	Cost Plus Fixed Fee	Payment shall be based on direct and indirect costs incurred plus a pro rata share of the fixed fee based on the ratio of labor and overhead cost incurred to total estimated labor and overhead cost in the FCP or the percentage of work completed. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Engineer may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, provisional overhead rate and the fixed fee. __A. Actual Cost Plus Fixed Fee - Actual wages are paid (no minimum, no maximum. __B. Range of Cost Plus Fixed Fee – Actual wages must be within the allowable range shown on the Final Cost Proposal.

A. **REFER TO ATTACHMENT E-2 FOR HOURLY SPECIFIED / LUMP SUM RATE SCHEDULE FOR EACH FIRM**

ATTACHMENT
E-2 Rate Sheets

L&G Engineering Laboratory, LLC

Direct Labor

Labor/Staff Classification	**Negotiated Hourly Base Rate**	**Contract Rate**
Senior Project Manager	N/A	$176.53

Negotiated Overhead Rate: N/A
Negotiated Profit Rate: N/A

Contract Rates include labor, overhead, and profit.

All rates are negotiated rates and are not subject to change or adjustment.

For Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours must be maintained and is subject to audit. Rates billed should correspond to the fiscal or calendar year, if applicable, in which the hours were worked. If rates by year are included, the rates for the last year shown apply to all later years. If only one set of rates is included, with no year designation, the rates shown apply to all later years.

For Lump Sum Payment Basis - Invoice by deliverable, according to the table of deliverables. Documentation of hours worked not required.

Any staffing or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.

ATTACHMENT
E-2 - Rate Sheets

L&G Engineering Laboratory, LLC

Direct Labor

Services to be Provided	Test Code	Unit	Cost
Geotechnical Field Drilling Services			
Field Investigation: The unit costs for drilling include the drill rig, drilling crew, and minor traffic control (cones and signs when working off of the paved surface), equipment, forms, tools, casing, mud, materials, cleanup, backfilling boreholes with auger cuttings, and incidentals necessary to complete the work. It does not include the logger or grouting of the boreholes.			
Mobilization /Demobilization		mile	$4.50
Drilling, Logging, and Recovering Samples (**with** TCP)			
1. TxDOT Drilling (0 to 50 ft. Depth) (includes TCP)	Tex-132-E	feet	$27.50
2. TxDOT Drilling (greater than 50 ft. Depth) (includes TCP)	(every 5 feet)	feet	$29.50
Drilling, Logging, and Recovering Samples (**without** TCP)			
1. TxDOT Drilling (0 to 50 ft. Depth)		feet	$25.00
2. TxDOT Drilling (greater than 50 ft. Depth)		feet	$27.00
Rock Coring (Soft Rock) (1)		feet	$11.50
Rock Coring (Hard Rock) (1)		feet	$14.50
Staking Boring and Utility Locations (2)		hour	$105.00
Logging (Field Logging of Soil Borings)		hour	$105.00
Standby Time (3)		hour	$250.00
Pavement Coring			
1. Hot Mix Asphalt (Min. of 3 Each)		each	$100.00
2. Concrete (Min. of 3 Each)		each	$200.00
Piezometer - 2 inch (including well completion & installation)		each	$40.00
Grounting of Borings		each	$5.00
Traffic Control (Major) - Not Including Flagmen		day	$1,750.00
Trenching to Obtain In-Situ Flexible Base & Pvt Thickness		each	$1,000.00
1. When drilling, logging, and recovering rock samples, this rate is in addition to the regular drilling rates for the applicable depths. No Cone Pentrometer Test is required in rock, unless directed. 2. Staking Bore Hole and Utility Locations will be performed by the Sub-Consultant (ROE will be retreived by Client). GPS coordinates for borings will be provided (if detailed survey locations are needed this will be the responsibility of the Client). 3. Stanby Time only allowed as a result of actions and or issues caused by the Client.			
Geotechnicial Lab Testing Services			
Laboratory Tests: All unit costs inlcude labor, calculations and equipment required to complete the specified services, unless approval is given otherwise.			
Laboratory Test	**Test Method**	**Unit**	**Unit Cost**
Sampling	Tex-400-A	hour	$57.00
Sample Preparation	Tex-101-E	each	$52.00
Moisture Content	Tex-103-E	each	$13.00
Atterberg Limits	Tex-104-106-E	each	$69.00
Linear Bar Shrinkage (per Bar)	Tex-107-E	each	$60.00
Sieve Analysis	Tex-110-E,Part I	each	$52.00
Sieve Analysis (Hydrometer w/ Tex-108-E)	Tex-110-E,Part II	each	$150.00
% Passing No. -200 Sieve Determination	Tex-111-E	each	$40.00
Moisture-Density Relationship	Tex-113-E	each	$231.00
Moisture-Density Relationship	Tex-114-E	each	$193.00
Field Density Measurements	Tex-115-E	each	$50.00

ATTACHMENT
E-2 - Rate Sheets

Wet Ball Mill Test	Tex-116-E	each	$163.00
Texas Triaxial Compression	Tex-117-E	each	$1,000.00
Quality Assurance (QA) Series for Flexible Base		each	$2,052.00
Soil Cement Testing	Tex-120-E	each	$300.00
Soil-Lime Testing (Lime Series - 4 Pt.)	Tex-121-E	each	$825.00
Soil pH	Tex-128-E	each	$38.00
Thickness of Pavement Layers (4 hour minimum)	Tex-140-E	hour	$57.00
Soil Sulfate Content	Tex-145-E	each	$60.00
PVR Calculation	Tex-124-E	each	$60.00
Unconfined Compression Test (Soil)	ASTM D2166	each	$47.00
Unconfined Compression Test (Rock)	ASTM D2938	each	$57.00
One-Dimensional Consolidation Test	ASTM D2435	each	$350.00
Extraction/Gradation of ACP	Tex-200-F, 236-F	each	$180.00

The unit costs shown include labor, overhead, and profit. Payment based on units completed. No partial payments. All unit costs are negotiated costs and are not subject to change or adjustment.

Unit costs billed should correspond to the fiscal or calendar year, if applicable, in which the work was done. If unit costs by year are included, the unit costs for the last year shown apply to all later years. If only one set of unit cost figures is included, with no year designation, the unit costs shown apply to all later years.

Documentation of hours worked is not required.

Any staffing or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.

ATTACHMENT
E-2 - Rate Sheets

L&G Engineering Laboratory, LLC

Other Direct Expenses

Type	Unit	Fixed Cost	Maximum Cost
Lodging/Hotel (Taxes/Fees Not Included)	day/person		Current State Rate
Meals (Overnight Stay Required)	day/person		Current State Rate
Mileage	mile	Current State Rate	
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day		$50.00
SUV or ATV Rental (Includes taxes and fees; Insurance costs will not be reimbursed)	day		$90.00
Rental Car Fuel	per gallon		$3.50
Air Travel	Rd Trip/person		Coach
Parking	day		$20.00
Toll Charges	each		$3.00
Standard Postage	letter	Current Postal Rate	
Overnight Mail - letter size	each		$35.00
Overnight Mail - oversized box	each		$45.00
Courier Services	each		$45.00
Local Deliveries/Courier	each		$30.00
Photocopies B/W (8 1/2" X 11")	each	$0.10	
Photocopies B/W (11" X 17")	each	$0.20	
Photocopies Color (8 1/2" X 11")	each	$0.70	
Photocopies Color (11" X 17")	each	$1.25	
Digital Ortho Plotting	sheet	$1.25	
CADD Plotting	linear foot	$0.75	
Plots (B/W on Bond)	linear foot	$0.75	
Plots (Color on Bond)	linear foot	$1.75	
Plots (Color on Photographix Paper)	linear foot	$2.00	
Color Graphics on Foam Board	square foot	$5.00	
Presentation Boards 30" x 40" Color Mounted	each	$50.00	
Outside Printing - Reports	each		$50.00
Report Binding	each		$15.00
Notebooks	each		$10.00
Reproduction of CD/DVD	each	$1.00	$3.00
CDs	each	$1.00	$5.00
4" X 6" Digital Color Print	picture	$0.50	
Backhoe Rental	day		$500.00
Backhoe Rental with Operator	day		$1,000.00

Attachment E-2

Rate Fee Schedule

B2Z ENGINEERING

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 13	Contract Rate FY 14	Contract Rate FY 15
Principal	$ 80.00	$ 237.60	$ 244.73	$ 252.07
Senior Project Manager	$ 75.00	$ 222.75	$ 229.43	$ 236.32
Project Manager	$ 68.00	$ 201.96	$ 208.02	$ 214.26
Senior Engineer	$ 56.00	$ 166.32	$ 171.31	$ 176.45
Project Engineer	$ 46.00	$ 136.62	$ 140.72	$ 144.94
Design Engineer	$ 40.00	$ 118.80	$ 122.36	$ 126.03
EIT	$ 26.00	$ 77.22	$ 79.54	$ 81.92
Senior Engineer Tech	$ 25.00	$ 74.25	$ 76.48	$ 78.77
Engineer Tech	$ 24.00	$ 71.28	$ 73.42	$ 75.62
CADD Operator	$ 21.00	$ 62.37	$ 64.24	$ 66.17
Senior Biologist	N/A			
Biologist	$ 16.00	$ 47.52	$ 48.95	$ 50.41
Senior Geologist	N/A			
Geologist	N/A			
Senior Environmental Scientist/Specialist	$ 43.00	$ 127.71	$ 131.54	$ 135.49
Environmental Secientist/ Specialist	$ 25.00	$ 74.25	$ 76.48	$ 78.77
Admin/Clerical	$ 18.00	$ 53.46	$ 55.06	$ 56.72

Overhead Rate*: 165.00%
Profit Rate: 12.00%

Contract Rates include labor, overhead, and profit.
Contract Rates to be used to derive lump sum totals.
All rates are negotiated rates and are not subject to change or adjustment.

*** = Overhead Rate is estimated based on industry average and not an Audited Overhead Rate.**

Other Direct Expenses:	Cost
Lodging	$85/night
Meals	$36/day
Mileage	$0.55/mile
Car Rental	$60.00/Day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

ATTACHMENT E-3 - FEE SCHEDULE/BUDGET
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)
IBTC PROJECT

Prime: L&G Engineering Laboratory, LLC
Sub: B2Z Engineering, LLC

Schedule Duration: TBD

Limits: From SH 365/IBTC Connector to FM 493 and I-2 (All Brg Except IBTC @ Bus. 83, All Ret. Walls)

TASK DESCRIPTION	Unit	Project Manager Hourly Rate	Estimated Hours	Task Cost
FC 110 - GEOTECHNICAL (ENGINEERING ANALYSIS)				
Laying out Needed Drilling Scheme & Plan View of Boring Logs	See Detailed Cost Proposal from B2Z Engineering - Page 3 of 3			$ 7,201.12
Creation of Final Boring Logs with TCP and Soil Index Testing Data (97 borings Total ~ Estimated at 1 hr. each)	hour	$176.53	96	$ 16,946.88
Structural Evaluation of Borings (Soil Shear Strength Computations) (38 Ret. Walls ~ Est. at 4 hrs. per wall)	hour	$176.53	152	$ 26,832.56
GSTABL ~ Global Stability of all RETWALL incl. Ext. Stability Checks (38 Ret. Walls ~ Est. at 12 hrs. per wall)	See Detailed Cost Proposal from B2Z Engineering - Page 3 of 3			$ 80,442.16
Complete RW MSE (DD) Sheet - Sign and Seal for All MSE Walls (38 Ret. Walls ~ Est. at 2 hrs. per wall)	hour	$176.53	76	$ 13,416.28
Settlement Analysis for All MSE Wall Embank Sections (Est. at 16 hrs. per major embank section ~ 6 sections)	hour	$176.53	96	$ 16,946.88
Deep Foundation Analysis & Design for SH365-IBTCDC - 7Brg, Stew., Alamo, Tower, Fldwy, IBTC DC - 5Brg, Unk, VV	hour	$176.53	216	$ 38,130.48
Analyze Salvage Testing Info for Future Usage (Est. at 4 hrs. per salvage test section ~ 6 sections)	hour	$176.53	24	$ 4,236.72
Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	hour	$176.53	180	$ 31,775.40
Coordination and Meetings (incl. Manage of Field/Lab (0.5 hr/day), Coord. w/ GEC, Mtg. w/ GEC)	hour	$176.53	80	$ 14,122.40
SUB-TOTAL - GEOTECHNICAL ENGINEERING & ANALYSIS (By Prime: L&G Lab)			**920**	**$ 162,407.60**
SUB-TOTAL - GEOTECHNICAL ENGINEERING & ANALYSIS (By Sub-Consultant: B2Z Eng)			**496**	**$ 87,643.28**
TOTAL DIRECT EXPENSES (FROM BELOW)				**$ 1,050.00**
SUB-TOTAL - GEOTECHNICAL EXPLORATIONS AND LABORATORY TESTING (By Prime: L&G Lab) (See Page 2 of 3)				**$ 447,742.00**
GRAND TOTAL				**$ 698,842.88**

DIRECT EXPENSES	Units	Unit Cost	Quantity	
Mileage				$ -
Geotechnical Report Printing (Estimated at **6** copies ~ **250** sheets each) at $**0.70** each	Print / Sheet			$ 1,050.00
TOTAL DIRECT EXPENSES				**$ 1,050.00**

ATTACHMENT E-3 - FEE SCHEDULE/BUDGET
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)
IBTC PROJECT

L&G Engineering Laboratory, LLC

Limits: From SH 365/IBTC Connector to FM 493 and I-2 (All Brg Except IBTC @ Bus. 83, All Ret. Walls)

TASK DESCRIPTION	Unit	Fixed Cost	Total Estimated	Task Cost
FC 110 - GEOTECHNICAL (DRILLING AND TESTING)				
Bridge Borings (All Borings at 75 ft. Depth (>50 ft) so Assume $29.50 Rate Applies Throughout)				
SH 365 to IBTC DC - (3 Brg. - N-WB-NBDC-1, N-WB-NBDC-2, N-SB-EBDC-1) (2+2+10 Prop. 75ft. Borings)	LF	$29.50	1050	$ 30,975.00
SH 365 to IBTC DC - (4 Brg. - S-WB-SBDC-1, S-WB-SBDC-2, S-NB-EBDC-1, S-NB-EBDC-2) (4+2+2+2 Prop. 75ft. Borings)	LF	$29.50	750	$ 22,125.00
IBTC @ Stewart Rd. OP (2 Prop. 75ft. Borings)	LF	$29.50	150	$ 4,425.00
IBTC @ Alamo Rd. (FM 907) OP (2 Prop. 75ft. Borings)	LF	$29.50	150	$ 4,425.00
IBTC @ Tower Rd. UP (3 Prop. 75ft. Borings)	LF	$29.50	225	$ 6,637.50
IBTC @ Main Floodway Brg. (13 Prop. 75ft. Borings)	LF	$29.50	975	$ 28,762.50
IBTC to I-2 / FM 493 DC (Triangle DC's) (1 Brg. - WB-WBDC-1) (4 Prop. 75ft. Borings)	LF	$29.50	300	$ 8,850.00
IBTC to I-2 / FM 493 DC (Triangle DC's) (2 Brg. - SB-EBDC-1, SB-EBDC-2) (5+2 Prop. 75ft. Borings)	LF	$29.50	525	$ 15,487.50
IBTC to I-2 / FM 493 DC (Triangle DC's) (2 Brg. - WB-NBDC-1, WB-NBDC-2) (3+2 Prop. 75ft. Borings)	LF	$29.50	375	$ 11,062.50
IBTC @ Unknown Road OP (Connector btwn Val Verde & Valley View) (2 Prop. 75ft. Borings)	LF	$29.50	150	$ 4,425.00
IBTC @ Valley View Rd. OP (2 Prop. 75ft. Borings)	LF	$29.50	150	$ 4,425.00
Retaining Wall Borings (All Borings at 30 ft. Depth (<50 ft) so Assume $27.50 Rate Applies Throughout)				
RW @ SH 365 to IBTC DC (North DC - 2 Walls) (5 Prop. 30ft. Borings)	LF	$27.50	150	$ 4,125.00
RW @ SH 365 to IBTC DC (South DC - 4 Walls) (9 Prop. 30ft. Borings)	LF	$27.50	270	$ 7,425.00
RW @ SH 365 to IBTC DC (East N-S Combine DC - 2 Walls) (4 Prop. 30ft. Borings)	LF	$27.50	120	$ 3,300.00
RW @ Unknown Road OP (West RW - 2 Walls) (4 Prop. 30ft. Borings)	LF	$27.50	120	$ 3,300.00
RW @ Bus. 83 OP (South - 3 Walls) (10 Prop. 30ft. Borings)	LF	$27.50	300	$ 8,250.00
RW @ Bus. 83 OP (North - 1 Wall) (1 Prop. 30ft. Borings)	LF	$27.50	30	$ 825.00
Grouting of Bore Holes	LF	$5.00	0	$ -
Mobilization / Demobilization of Drilling Rig & Support Trailer (Adj to 1 per day to account for Mileage of Rig/Water Truck @ 40 miles)	Mi.	$4.50	3000	$ 13,500.00
Logging ~ Estimated at **10** hour days for **75** days of drilling (Not included in the cost/lf of drilling as per contract)	hour	$105.00	750	$ 78,750.00
Staking Boring and Utility Locations (**97** Boring Locations at an estimate of **1** hr each ~ including utility clearance coord.)	hour	$105.00	97	$ 10,185.00
Traffic Control - Major (Estimated **0** days of total drilling)	day	$1,750.00	0	$ -
Mileage ~ **85** Round Trip's (for staking of borings and support vehicle for Logger on Drilling Party)	Mi.	$0.55	3400	$ 1,870.00
Sample Preparation (Tex-101-E) ~ Proposed at **15** locations on the **75**ft. Borings and **6** locations on the **30**ft. Borings	each	$52.00	1158	$ 60,216.00
Moisture Content (Tex-103-E) ~ Proposed at **15** locations on the **75**ft. Borings and **6** locations on the **30**ft. Borings	each	$13.00	1158	$ 15,054.00
Atterberg Limits (Tex-104, 105 & 106-E) ~ Proposed at **8** locations on the **75**ft. Borings and **4** locations on the **30**ft. Borings	each	$69.00	644	$ 44,436.00
Percent Passing No. 200 Sieve (Tex-111-E) ~ Proposed at **8** locations on the **75**ft. Borings and **4** locations on the **30**ft. Borings	each	$40.00	644	$ 25,760.00
Full Sieve Analysis w/ Hydrometer (Tex-110-E) ~ Proposed at **1** location on the **75**ft. Borings (at Main Floodway Crossing Only)	each	$52.00	13	$ 676.00
Sulfate Content in Soils (Tex-145-E) ~ Proposed at **1** location on the **75**ft. Borings	each	$60.00	64	$ 3,840.00
Consolidation Test or 1D Swell (ASTM-D2435 or ASTM-D4546) ~ Proposed at **1** location on the**30**ft. Borings	each	$350.00	33	$ 11,550.00
Trenching to Obtain In-Situ Flexible Base, Detemine Pavement Thickness (Sawcut Pavement, Replace Exc.) (6 Locations)	each	$1,000.00	6	$ 6,000.00
Texas Triaxial Compression Test (TEX-117-E) ~ Proposed at **1** location on each Salvage Test Location (6 Locations)	each	$1,000.00	6	$ 6,000.00
Extraction/Gradation of ACP (TEX-200-F, 236-F) ~ Proposed at **1** location on each Salvage Test Location for ACP (6 Locations)	each	$180.00	6	$ 1,080.00
SUB-TOTAL - GEOTECHNICAL EXPLORATIONS AND LABORATORY TESTING (By Prime: L&G Lab)				**$ 447,742.00**

ATTACHMENT E-3 - FEE SCHEDULE/BUDGET
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)
IBTC PROJECT

Sub: B2Z ENGINEERING, LLC

HCRMA ~ Limits: From SH 365/IBTC Connector to FM 493 and I-2 (All Brg Except IBTC @ Bus. 83, All Ret. Walls)			MANHOURS							
			Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Engineering Technician	Engineering Technician	Admin/Clerical	Total
	TASK									
	1	Laying out Needed Drilling Scheme & Plan View of Boring Logs	6	34						40
	2	GSTABL ~ Global Stability of all RETWALL incl. Ext. Stability Checks (38 Ret. Walls ~ Est. at 12 hrs. per wall)	40	416						456
										0
										0
										0
										0
										0
										0
		Subtotal	**46**	**450**	**0**	**0**	**0**	**0**	**0**	**496**
Labor Hours			**46**	**450**	**0**	**0**	**0**	**0**	**0**	**496**
Contract Rates			$ 229.43	$ 171.31						
Total Labor Costs			**$ 10,553.78**	**$ 77,089.50**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 87,643.28**

B2Z Engineering, LLC Total Cost **$ 87,643.28**

ATTACHMENT F

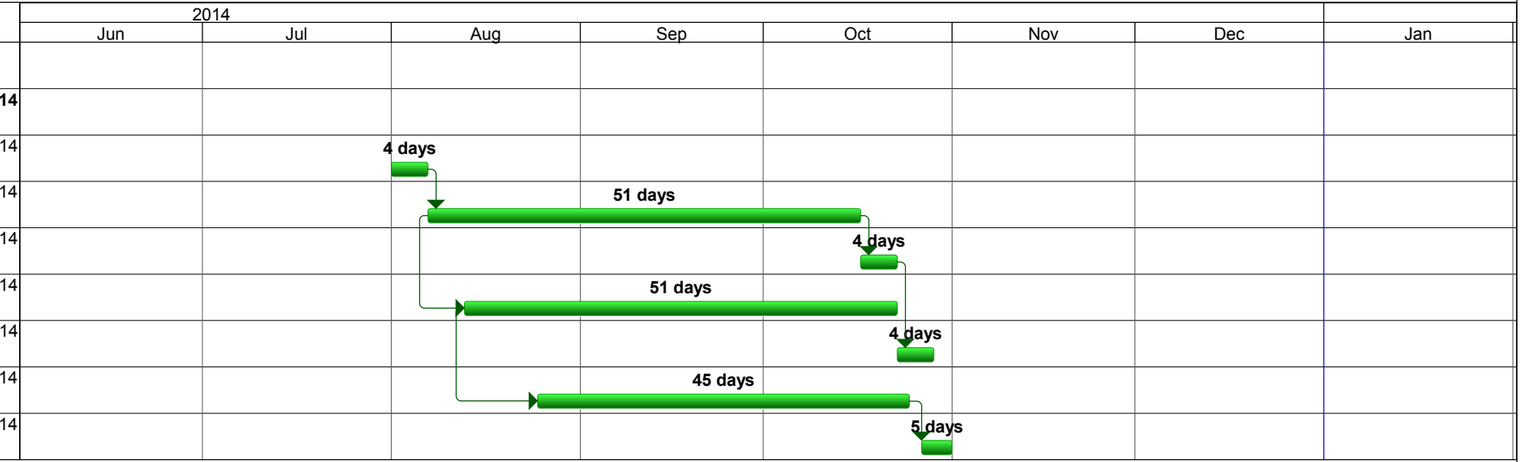
WORK SCHEDULE

L&G Engineering Laboratory, LLC

IBTC GEOTECHNICAL DRILLING, TESTING & ENG.

Attachment F - Work Schedule

ID	Task Name	Duration	Start	Finish
1				
2	**GEOTECHNICAL DRILLING, TESTING & ENGINEERING**	**66 days**	**Fri 8/1/14**	**Fri 10/31/14**
3	**Stake & Clear Borings (Utilities)**	4 days	Fri 8/1/14	Wed 8/6/14
4	**Geotechnical Field Drilling**	51 days	Thu 8/7/14	Thu 10/16/14
5	**Pavement Trenching & Salvage Retrieval**	4 days	Fri 10/17/14	Wed 10/22/14
6	**Geotechnical Laboratory Testing - Soils**	51 days	Wed 8/13/14	Wed 10/22/14
7	**Geotechnical Laboratory Testing - Pavement**	4 days	Thu 10/23/14	Tue 10/28/14
8	**Geotechnical Engineering & Report**	45 days	Mon 8/25/14	Fri 10/24/14
9	**QA/QC Report & Deliverable to HCRMA GEC**	5 days	Mon 10/27/14	Fri 10/31/14



Geotechnical Tasks

ATTACHMENT G

Contract Deliverables/Computer Graphics Files for Document and Information Exchange
(if determined by the Authority to be applicable to this Agreement)

ATTACHMENT G

Contract Deliverables/Computer Graphics Files for Document and Information Exchange
(if determined by the Authority to be applicable to this Agreement)

G.1 Project Deliverables

A. Electronic File Deliverables

a. Electronic files shall be submitted to Authority in readable CDs/DVDs or an external hard drive, or alternatively, through a share site provided by the HCRMA (ProjectWise System).
   i. Formatting and document files shall comply with TxDOT manuals, unless the Engineer and the Authority agree in writing to utilize a different format or document file type
   ii. CDs/DVDs shall be labeled to reflect:
      1. CSJ (if required)
      2. County
      3. Highway or Project
      4. Date of production
      5. Status of project (interim or final)
      6. Volume sequence (disc 1 of 3, for example)
   iii. The standard director for each CD/DVD shall be:
      1. CSJ_DIR Structure (XXXXXXX)
      2. ADVANCES PLANNING
      3. ENVIRONMENTAL
      4. PROJECT COORDINATION
         a. County
         b. Cities (by name)
         c. Financial
         d. MPO
      5. ROW
         a. Field notes
         b. Maps
         c. Plats
         d. Utility SUE
      6. SCHEMATIC
         a. Final
         b. Preliminary
      7. SURVEY
         a. Construction
         b. Design
      8. CONSTRUCTION
         a. CHG ORDERS
         b. P3-SCH
            i. Construction
            ii. Design
      9. PROCUREMENT
      10. CORRESPONDENCE

a. ADVANCED PLANNING
b. CONSTRUCTION
c. DESIGN
d. ENVIRONMENTAL
e. ROW
    i. Division
    ii. Owners
    iii. SUE

11. UTILITIES
    a. Electric
    b. Gas
    c. Waste Water
        i. Engineering Firm
    d. Water
        i. Engineering Firm
    e. Telephone
    f. Cable
    g. TxDOT TMS
    h. MPO
    i. Sponsor Agency
12. DESIGN
    a. Batch plot
    b. Bridge
    c. Drainage
    d. Estimate
        i. Preliminary
        ii. Final
    e. General
    f. Geopak
    g. Miscellaneous
    h. Pavement Design
    i. PS&E
    j. REF Files
    k. Roadway
        i. Driveways
    l. Standards
        i. Bridge
        ii. Drainage
        iii. Illumination
        iv. Electric
        v. Pavement Markers
        vi. Retaining Walls
        vii. Roadway
        viii. Signing

ix. SW3P
x. TCP
xi. TMS
xii. Traffic Signals

m. Summary
n. TCP
o. Traffic
p. Walls

13. DOCUMENTS
14. MSTN_File Structure
15. OLD FILES

b. Hard copies of maps and reports shall be submitted to the RMA in clean, readable versions with an electronic back up for Authority files

B. A "readme" file shall be created and placed under the "documents" subdirectory. The readme file will be composed of the minimum directory structure detailed above and modified to list particular files that are contained under the various subdirectories. This information will guide the end user to the location of particular files. In addition to the file information, the readme file should contain the general project information such as CSJ, limits of construction, and types of improvements.

C. Formatting
   a. All CADDSEALS placed on finished documents are to remain on that document and should not be removed.
   b. All design file standards are MicroStation drawing files (*.dgn).
   c. Where possible, *.dgn files should have a *pdf companion file.

G.2. PHASE II – Advanced Project Deliverables

Project electronic deliverables for the following types of engineering work will be established in the appropriate work authorization.

A. Geotechnical Deliverables
B. Schematic Deliverables
C. Field Surveying Deliverables
D. Right of Way Deliverables
E. PS&E Deliverables

ATTACHMENT H

DBE PARTICIPATION

ATTACHMENT H-MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN TXDOT AND HCRMA

ATTACHMENT H-MOU

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

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

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

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

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

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

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

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

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

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

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

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

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

and Design Projects.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) This Memorandum of Understanding becomes effective upon execution by all parties and automatically renews each year unless a party notifies the other parties of its intent to terminate the agreement.

(8) If this Memorandum of Understanding is terminated for any reason, the Authority will be allowed reasonable time in which to seek approval from FHWA for an alternative DBE Program, without being deemed non-compliant with 49 CFR Part 26.

(9) This Memorandum of Understanding applies only to projects for which the Authority is a sub-recipient of federal funds through TxDOT. The Authority may also implement a Minority and Women-Owned Small Business Enterprise (M/W/SBE) policy and program that applies to projects for which it is not a sub-recipient of federal funds through TxDOT and which are not subject to the TxDOT DBE Program. The Authority may, at its option, use some aspects of the TxDOT DBE Program and other similar programs in implementing its other policies and programs for its non-federally funded projects.

(10) The following attachments to this Memorandum of Understanding ("MOU") are incorporated as if fully set out herein for all purposes: Attachment A - FHWA Memorandum HCR-1/HIF-1 (relating to access required by the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973); Attachment B - SPECIAL PROVISION 000-461; Attachment C - Comprehensive Development Agreement (CDA) DBE Provisions (with TxDOT's DBE Program attached); and Attachment D - 49 CFR §26.13 (contractual assurances). In the case of any conflict between the SPECIAL PROVISION and CDA DBE Provisions and TxDOT's DBE Program, the provisions of the first two documents shall prevail in regard to CDAs only.

(11) The following procedure shall be observed by the parties in regard to any notifications:

(a) Any notice required or permitted to be given under this Memorandum of Understanding shall be in writing and may be effected by personal delivery, by hand delivery through a courier or a delivery service, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party, at the following address:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY:

Dennis Burleson
Chairman
c/o LRGVDC
311 N. 15th Street

McAllen, Texas 78501-4705

With a copy to:

Blakely L. Fernandez
Tuggey Rosenthal Pauerstein Sandoloski Agather LLP
755 E. Mulberry, Ste. 200
San Antonio, Texas 78212

TEXAS DEPARTMENT OF TRANSPORTATION

Amadeo Saenz, Jr. P.E.
Executive Director
125 E. 11th Street
Austin, Texas 78701

(b) Notice by personal delivery or hand delivery shall be deemed effective immediately upon delivery, provided notice is given as required by Paragraph (a) hereof. Notice by registered or certified mail shall be deemed effective three (3) days after deposit in a U.S. mailbox or U.S. Post Office, provided notice is given as required by Paragraph (a) hereof.

(c) Either party hereto may change its address by giving notice as provided herein.

(12) This Memorandum of Understanding may be modified or amended only by written instrument, signed by both the Authority and the TxDOT and dated subsequent to the date(s) of this MOU. Except as authorized by the respective parties, no official, employee, agent, or representative of the parties has any authority, either express or implied, to modify or amend this MOU.

(13) The provisions of this MOU are severable. If any clause, sentence, provision, paragraph, or article of this MOU, or the application of this MOU to any person or circumstance is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not impair, invalidate, nullify, or otherwise affect the remainder of this MOU, but the effect thereof shall be limited to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or unenforceable, and the application of such clause, sentence, provision, paragraph, or article to other persons or circumstances shall not be affected; provided, however, the Authority and TxDOT may mutually agree to terminate this Memorandum of Understanding.

(14) The following provisions apply in regard to construction of this MOU:

(a) Words of any gender in this MOU shall be construed to include the other, and words in either number shall be construed to include the other, unless the context in this MOU clearly requires otherwise.

(b) When any period of time is stated in this MOU, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday, or national holiday, or state or county holiday, these days shall be omitted from the computation. All hours stated in this MOU are stated in Central Standard Time or in Central Daylight Savings Time, as applicable.

(15) This Memorandum of Understanding shall not be construed in any way as a waiver by the parties of any immunities from suit or liability that parties may have by operation of law, and the parties hereby retain all of their respective affirmative defenses.

ATTACHMENT H-MOU (CONTINUED)

**MEMORANDUM OF UNDERSTANDING
REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS ENTERPRISE PROGRAM BY
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

EXECUTED by TxDOT and the Authority, acting through each duly authorized official and effective on the latest date signed.

The signatories below confirm that they have the authority to execute this MOU and bind their principles.

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Amadeo Saenz, Jr. P.E.
Executive Director

Date: 3/13/08

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Dennis Burleson
Chairman

Date: 2/13/2008

Attachment H-Instructions
As Per 49CFR 26.21

The following pages contain six (6) different Attachments to Attachment H covering participation of HUB and DBE providers and subproviders. The correct form to use is determined by whether the Agreement is funded in whole or part by federal funds State funds or Authority funds, and whether or not a HUB/DBE goal has been set for the Agreement. The following pages contain separate reporting forms for federally funded DBE participation and Authority funded HUB participation. **Select the forms that are appropriate for your Agreement and delete the rest along with these instructions from the final Agreement.**

Federally Funded Contracts
Attachment H-FG, Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts ♦ This provision is applicable to federally funded contracts with assigned DBE goals. ♦ The appropriate forms for this provision are Attachments H-1, H-2, H-3 and H-4 and H-5. A copy of each form is required in the contract. ♦ Note: if the contract requires work authorizations, a completed Attachment H-2 will be required with each Work Authorization, if a DBE will be performing work. If a non-DBE subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form. ♦ Attachment H-3 must be submitted monthly to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ Attachment H-3 must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-FN, Disadvantaged Business Enterprise (DBE) for Race Neutral Professional or Technical Services Contracts ♦ This provision is applicable to federally funded contracts with no DBE goal assigned. ♦ If no subcontractors will be used, the appropriate forms for this provision are Attachments H-3 and H-5. A copy of each form is required in the contract. ♦ Note: If subcontractors are used, the required forms would be Attachments H-1, H-2, H-3, H-4 and H-5. A copy of each form is required in the contract. ♦ Attachment H-3 must be submitted monthly to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ Attachment H-3 must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-3, Texas Department of Transportation Subprovider Monitoring System for Federally Funded Contracts. This is a Monthly Progress Assessment Report. ♦ Required for all federally funded contracts. ♦ This form is required monthly and must be submitted to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ This form must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-5, Federal Subprovider and Supplier Information Required for all federally funded contracts.

State Funded Contracts

Attachment H-SG, Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts, State of Texas HUB Subcontracting Plan Required

- This provision is applicable to state funded contracts with a HUB goal assigned.
- The appropriate reporting forms for this provision are Attachments H-1, H-2, H-4, and H-6 (Texas Building and Procurement Commission [TBPC] State of Texas HUB Subcontracting Plan (HSP), Prime Contractor Assessment Report). A copy of each form is required in the contract.
- Note: if the contract requires work authorizations, a completed Attachment H-2 will be required with each Work Authorization, if a HUB will be performing work. If a non-HUB subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form.
- Attachment H-6 will be required monthly and must be submitted to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report.
- Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

Attachment H-SN, Historically Underutilized Business (HUB) Participation for State Funded Professional or Technical Services Contracts, No State of Texas HUB Subcontracting Plan Required

- This provision is applicable to state funded contracts with no HUB subcontracting plan required and no HUB goal assigned. If no subcontractors are used, the appropriate forms for this provision are Attachments H-1 and H-6.
- Note: If subcontractors are used, the required forms would be Attachments H-1, H-2, H-4 and H-6. A copy of each form is required in the contract.
- Attachment H-6 must be submitted monthly to the AUTHORITY Office even though there is no invoice being submitted or subcontracting to report.
- Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

Attachment H-6, HUB Subcontracting Plan (HSP) Prime Contractor Professional Assessment Report. This is a Monthly Progress Assessment Report. This is a Texas Building and Procurement Commission (TBPC) form and cannot be altered.

- Required for all State funded contracts.
- Attachment H-6 is required monthly and should be submitted to the AUTHORITY Office. This is a requirement even though there is no invoice being submitted or subcontracting to report.
- A copy of Attachment H-6 must be submitted when supplying an invoice to the appropriate agency contact for payment.
- The "Object Code" section(s) on this form should remain blank.

ATTACHMENT H-FG
Disadvantaged Business Enterprise (DBE)
for Federal-Aid Professional or Technical Services Contracts

1) **PURPOSE.** The purpose of this attachment is to carry out the Authority and the U.S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of the AUTHORITY and DOT assisted contracts and creating a level playing field on which firms owned and controlled by minority or socially and economically disadvantaged individuals can compete fairly for the AUTHORITY and DOT assisted contracts.
2) **POLICY.** It is the policy of the AUTHORITY and DOT and the Texas Department of Transportation (henceforth the "Department") that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, Subpart A and the Department's Disadvantaged Business Enterprise Program, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, and the Department's Disadvantaged Business Enterprise Program, apply to this contract as follows.
   a. The Provider will offer Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, Subpart A and the Authority/Department Disadvantaged Business Enterprise Program, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Provider shall make a good faith effort to meet the Disadvantaged Business Enterprise goal for this contract.
   b. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. The requirements of this Special Provision shall be physically included in any subcontract.
   c. When submitting the contract for execution by the Authority, the Provider must complete and furnish Attachment H-1 which lists the commitments made to certified DBE subprovider(s) that are to meet the contract goal and Attachment H-2 which is a commitment agreement(s) containing the original signatures of the Provider and the proposed DBE(s). For Work Authorization Contracts, Attachment H-1 is required at the time of submitting the contract for execution by the Authority/Department. Attachment H-2 will be required to be completed and attached with each work authorization number that is submitted for execution, if the DBE will be performing work**.** Any substitutions or changes to the DBE subcontract amount shall be subject to prior written approval by the Authority/Department. If non-DBE subprovider is performing work, insert N/A (not applicable) on the line provided.
   d. Failure to carry out the requirements set forth above shall constitute a material breach of this contract and may result; in termination of the contract by the Authority/Department; in a deduction of the amount of DBE goal not accomplished by DBEs from the money due or to become due to the Provider, not as a penalty but as liquidated damages to the Authority/Department; or such other remedy or remedies as the Authority/Department deems appropriate.
3) **DEFINITIONS.**
   a. "Authority/Department" means Hidalgo County Regional Mobility Authority (HCRMA) and the Texas Department of Transportation (TxDOT).
   b. "Federal-Aid Contract" is any contract between the Texas Department of Transportation and a Provider which is paid for in whole or in part with U. S. Department of Transportation (DOT) financial assistance.
   c. "Provider" is any individual or company that provides professional or technical services.
   d. "DBE Joint Venture" means an association a DBE firm and one (1) or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work

of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest.

e. "Disadvantaged Business Enterprise (DBE)" means a firm certified as such by the Authority/Department in accordance with 49 CFR Part 26.

f. "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

g. "Race-neutral DBE Participation" means any participation by a DBE through customary competitive procurement procedures.

4) **PERCENTAGE GOAL.** The goal for Disadvantaged Business Enterprise (DBE) participation in the work to be performed under this Agreement is **12.2%** of the Agreement amount.

5) **PROVIDER'S RESPONSIBILITIES.** A DBE prime may receive credit toward the DBE goal for work performed by his-her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported to the Authority/Department.

   a. A Provider who cannot meet the contract goal, in whole or in part, shall document the "Good Faith Efforts" taken to obtain DBE participation. The following is a list of the types of actions that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

      (1) Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.

      (2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Provider might otherwise prefer to perform the work items with its own forces.

      (3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

      (4) Negotiating in good faith with interested DBEs by making a portion of the work available to DBE subproviders and suppliers and selecting those portions of the work or material needs consistent with the available DBE subproviders and suppliers.

      (5) The ability or desire of the Provider to perform the work of a contract with its own organization does not relieve the Provider's responsibility to make a good faith effort. Additional costs involved in finding and using DBEs is not in itself sufficient reason for a Provider's failure to meet the contract DBE goal, as long as such costs are reasonable. Providers are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

      (6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.

      (7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Provider.

      (8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

(9) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, County, State and Federal minority/women business

assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

(10) If the Authority/Department's Director of the Business Opportunity Programs Office determines that the Provider has failed to meet the good faith effort requirements, the Provider will be given an opportunity for reconsideration by the Director of the appropriate Division.

NOTE: The Provider must not cause or allow subproviders to bid their services.

b. The preceding information shall be submitted directly to the Chair of the Hidalgo County Regional Mobility Authority (Authority) responsible for the project.

c. The Provider shall make all reasonable efforts to honor commitments to DBE subproviders named in the commitment submitted under Section 2.c. of this attachment. Where the Provider terminates or removes a DBE subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Authority/Department that the originally designated DBE was not able or willing to perform.

d. The Provider shall make a good faith effort to replace a DBE subprovider that is unable or unwilling to perform successfully with another DBE, to the extent needed to meet the contract goal. The Provider shall submit a completed Attachment H-2 Form for the substitute firm(s). Any substitution of DBEs shall be subject to prior written approval by the Authority /Department. The Authority /Department may request a statement from the firm being replaced concerning its replacement prior to approving the substitution.

e. The Provider shall designate a DBE liaison officer who will administer the DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.

f. Providers are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

6) **ELIGIBILITY OF DBEs.**

a. The Authority/Department certifies the eligibility of DBEs, DBE joint ventures and DBE truck-owner operators to perform DBE subcontract work on DOT financially assisted contracts.

b. This certification will be accomplished through the use of the appropriate certification schedule contained in this Authority/Department's DBE program.

c. The Authority/Department publishes a Directory of Disadvantaged Business Enterprises containing the names of firms that have been certified to be eligible to participate as DBEs on DOT financially assisted contracts. The directory is available from the Authority's/Department's Business Opportunity Programs Office. The Texas Unified Certification Program DBE Directory can be found on the Internet at: http://www.dot.state.tx.us/services/business_opportunity_programs/tucp_dbe_directory.htm .

d. Only DBE firms certified at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. and 5.d. above. For purposes of the DBE goal on this contract, DBEs will only be allowed to perform work in the categories of work for which they were certified.

7) **DETERMINATION OF DBE PARTICIPATION.**

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the

subprovider is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

ATTACHMENT H-FG
Disadvantaged Business Enterprise (DBE)
for Federal-Aid Professional or Technical Services Contracts

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract in order for payments to be credited toward meeting the contract goal. A DBE performs a commercially useful function when it is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself . When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider may count toward its DBE goal a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Authority/Department's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department.

8) **RECORDS AND REPORTS.**
   a. After submission of the initial commitment reported (Attachment H-1), required by Section 2.c. of this attachment, the Provider shall submit Monthly Progress Assessment Reports (Attachment H-3), after contract work begins, on DBE involvement to meet the goal and for race-neutral participation. One copy of each report is to be sent to the Authority/Department's Business Opportunity Programs Office monthly, in addition one copy is to be submitted with the Provider's invoice. **Only actual payments made to subproviders are to be reported.** These reports will be required until all subprovider activity is completed. The Authority/Department may verify the amounts being reported as paid to DBEs by requesting copies of canceled checks paid to DBEs on a random basis.
   b. DBE subproviders should be identified on the report by name, type of work being performed, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount. These reports will be due within fifteen (15) days after the end of a calendar month. Reports are required even when no DBE activity has occurred in a billing period.
   c. All such records must be retained for a period of four (4) years following final payment or until any investigation, audit, examination, or other review undertaken during the four (4) years is completed, and shall be available at reasonable times and places for inspection by authorized representatives of the Authority or Texas Department of Transportation or the DOT.
   d. Prior to receiving final payment, the Provider shall submit a Final Report (Attachment H-4), detailing the DBE payments. The Final Report is to be sent to the Authority/Department's Business Opportunity Programs Office and one (1) copy to be submitted with the Provider's final invoice. If the DBE goal requirement is not met, documentation of the good faith efforts made to meet the goal must be submitted with the Final Report.

9) **COMPLIANCE OF PROVIDER.** To ensure that DBE requirements of this DOT-assisted contract are complied with, the Authority/Department will monitor the Provider's efforts to involve DBEs during the performance of this contract. This will be accomplished by a review of Monthly Progress Assessment Reports (Attachment H-3), submitted to the Authority/Department's Business Opportunity Programs Office

by the Provider indicating his progress in achieving the DBE contract goal, and by compliance reviews conducted by the Authority/Department. The Monthly Progress Assessment Report (Attachment H-3) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the DBE goal based on actual payments to the DBE subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice. The Provider shall contact the Authority/Department if he/she withholds or reduces payment to any DBE subprovider.

(1) A DBE firm is paid but does not assume contractual responsibility for performing the service;
(2) A DBE firm does not perform a commercially useful function;
(3) Payment is made to a DBE that cannot be linked by an invoice or canceled check to the contract under which credit is claimed;
(4) Payment is made to a broker or a firm with a brokering-type operation;
(5) Partial credit is allowed, in the amount of the fee or commission provided the fee or commission does not exceed that customarily allowed for similar services, for a bona fide service, such as professional, technical, consultant, or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract.

A Provider's failure to comply with the requirements of this Special Provision shall constitute a material breach of this contract. In such a case, the Authority/Department reserves the right to terminate the contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Provider, not as a penalty but as liquidated damages to the Authority/Department; or such other remedy or remedies as the Authority/Department deems appropriate.

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ATTACHMENT H-FN

Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts

It is the policy of the U. S. Department of Transportation (DOT) that DBEs as defined in 49 CFR Part 26, Subpart A, be given the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds and that a maximum feasible portion of the Department's overall DBE goal be met using race-neutral means. Consequently, if there is no DBE goal, the DBE requirements of 49 CFR Part 26, apply to this contract as follows:

The Provider will offer DBEs as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with federal funds. Race-Neutral DBE participation on projects with no DBE goal should be reported on the Attachment H-3 Form. Payments to DBEs reported on Attachment H-3 are subject to the following requirements:

DETERMINATION OF DBE PARTICIPATION.

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces must be reported as race-neutral DBE participation. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work should not be reported unless the subcontractor is itself a DBE.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider must report a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Authority's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority.

The Provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a material breach of this contract and, may result in termination of the contract by the Authority/Department or other such remedy as the Authority/Department deems appropriate.

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ATTACHMENT H-SG (NOT APPLICABLE)

Historically Underutilized Business
for State Funded Professional or Technical Services Contracts
HUB Goal Assigned-State of Texas Subcontracting Plan Required

1) **POLICY.** It is the policy of the Authority/Department to ensure that HUBs shall have an equal opportunity to participate in the performance of contracts; to create a level playing field on which HUBs can compete fairly for contracts and subcontracts; to ensure nondiscrimination on the basis of race, color, national origin, or gender in the award and administration of contracts; to help remove barriers to the participation of HUBs in department contracts; and, to assist in the development of firms that can compete successfully in the market place outside the HUB program. Consequently, the HUB requirements of the Authority/Department's HUB Program apply to this contract as follows:
   (1) The Provider agrees to insure that they shall take all necessary and reasonable steps to meet the HUB goal for this contract.
      a. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.
      b. When submitting the contract for execution by the Authority, the Provider must complete and furnish Attachment H-1 which lists the commitments made to all subproviders, including certified HUB subprovider(s) that are to meet the contract goal, and Attachment H-2 which is a commitment agreement(s) containing the original signatures of the Provider and HUB(s) that were indicated in the original submitted Authority/State of Texas HUB Subcontracting Plan (HSP) in Section 8. For Work Authorization Contracts, Attachment H-1 is required at the time of submitting the contract for execution by the Department. Attachment H-2 will be required to be completed and attach with each work authorization number that is submitted for execution, if the HUB will be performing work. If non-HUB subprovider is performing work, insert N/A (not applicable) on the line provided. A prime must allow a HUB maximum opportunity to perform the work by not creating unnecessary barriers or artificial requirements for the purpose of hindering a HUB's performance under the contract. Any substitutions or changes to the HSP, in addition to any changes to the original contract award, shall be subject to prior written approval by the Department. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.
      c. Failure to carry out the requirements set forth above shall constitute a breach of contract and may result in a letter of reprimand; in termination of the contract by the Authority; in a deduction from money due or to become due to the Provider, not as a penalty but as damages to the Department's HUB Program; or such other remedy or remedies as the Department deems appropriate.
2) **DEFINITIONS.**
   g. "Authority/Department" means Hidalgo County Regional Mobility Authority (HCRMA) and the Texas Department of Transportation (TxDOT).
   a. "Agreement" is the agreement between the Authority and a Provider.
   b. "Provider" is any individual or company that provides professional or technical services.
   c. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit which combines their property, capital, efforts, skills and knowledge.
   d. "Historically Underutilized Business (HUB)" means any business so certified by the Texas Building and Procurement Commission.
3) **PERCENTAGE GOAL.** The goal for Historically Underutilized Business (HUB) participation in the work to be performed under this contract is **12.2 %** of the contract amount.

ATTACHMENT H-SG (NOT APPLICABLE)

4) **PROVIDER'S RESPONSIBILITIES.** A Provider (HUB or non-HUB) must perform a minimum of 30% of the contract with its employees (as defined by the Internal Revenue Service). The contract is subject to the HSP Good Faith Effort Requirements.
   a. A Provider who cannot meet the contract goal, in whole or in part, should have documented any of the following and other efforts made as a "Good Faith Effort" to obtain HUB participation.
      (1) Whether the prime advertised in general circulation, trade association, and/or minority/women focus media concerning subcontracting opportunities.
      (2) Whether the prime provided written notice to at least three (3) qualified HUBs allowing sufficient time for HUBs to participate effectively.
      (3) Whether the prime documented reasons for rejection or met with the rejected HUB to discuss the rejection.
      (4) Whether the prime provided qualified HUBs with adequate information about bonding, insurance, the plans, the specifications, scope of work and requirements of the contract.
      (5) Whether the prime negotiated in good faith with qualified HUBs, not rejecting qualified HUBs who are also the lowest responsive bidder.
      (6) Whether the prime used the services of available minority and women community organizations, contractor's groups, local, state, and federal business assistance offices, and other organizations that provide support services to HUBs.

NOTE: The Provider must not cause or allow subproviders to bid their services.

   b. The preceding information shall be submitted directly to the Chair of the Authority responsible for the contract.
   c. The Provider shall make all reasonable efforts to honor commitments to HUB subproviders named in the original HSP in Section 8. Where the Provider terminates or removes a HUB subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Authority/Department that the originally designated HUB was not able or willing to perform. The term "unable" includes, but is not limited to, a firm that does not have the resources and expertise to finish the work and/or a firm that substantially increases the time to complete the project.
   d. The Provider shall make all reasonable efforts to replace a HUB subprovider that is unable or unwilling to perform successfully with another HUB and must meet the HSP Good Faith Effort Requirements. Any substitution of HUBs shall be subject to prior written approval by the Authority. The Authority will request a statement from the firm being replaced concerning its replacement prior to approving the substitution. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.
   e. The Provider shall designate a HUB liaison officer who will administer the Provider's HUB program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with HUBs.

5) **ELIGIBILITY OF HUBs.**
   a. The Texas Building and Procurement Commission (TBPC) certifies the eligibility of HUBs.
   b. The TBPC maintains a directory of certified HUBs. The HUB Directory is available through the TxDOT Department's Business Opportunity Programs Office and through the Internet at the TBPC's Website (http://www2.tbpc.state.tx.us/cmbl/hubonly.html).
   c. Only HUB firms certified and identified in specific categories and classes at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. above.

d. If during the course of the contract it becomes necessary to substitute another HUB firm for a firm named in the information submitted by the Provider as required by Section 2.c. above, then only certified HUBs will be considered eligible as a substituted firm. The Provider's written request for

ATTACHMENT H-SG (NOT APPLICABLE)

substitutions of HUB subproviders shall be accompanied by a detailed explanation, which should substantiate the need for a substitution. The Authority/Department will verify the explanation with the HUB firm being replaced before giving approval of the substitution. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.

e. The 73rd Legislature passed Texas Civil Statutes, Article 601i, relative to contracts between governmental entities and certain disadvantaged businesses. The Statute provides for civil penalties for persons who falsely claim disadvantaged business status and for the general contractor who knowingly contracts with a person claiming to be a disadvantaged business.

6) **DETERMINATION OF HUB PARTICIPATION.**

A firm must be an eligible HUB and perform a professional or technical function relating to the project. Proof of payment, such as copies of canceled checks, properly identifying the Authority's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department. A HUB subprovider, with prior written approval from the Authority/Department, may subcontract 70% of a contract as long as the HUB subprovider performs a commercially useful function. All subcontracts shall include the provisions required in the subcontract and shall be approved as to form, in writing, by the Authority/Department prior to work being performed under the subcontract. A HUB performs a commercially useful function when it is responsible for a distinct element of the work of a contract; and actually manages, supervises, and controls the materials, equipment, employees, and all other business obligations attendant to the satisfactory completion of contracted work. If the subcontractor uses an employee leasing firm for the purpose of providing salary and benefit administration, the employees must in all other respects be supervised and perform on the job as if they were employees of the subcontractor.

7) **COMPLIANCE OF PROVIDER.**

To ensure that HUB requirements of this contract are complied with, the Authority/Department will monitor the Provider's efforts to involve HUBs during the performance of this contract. This will be accomplished by a review of the monthly Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) submitted to the AUTHORITY Office by the Provider indicating his/her progress in achieving the HUB contract goal, and by compliance reviews conducted by the Authority/Department. The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the HUB goal based on actual payments to the HUB subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice.

(1) Payments to brokers or firms with a brokering type operation will be credited only for the amount of the commission;
(2) Payments to a joint venture will not be credited unless all partners in the joint venture are HUBs;
(3) Payments to a HUB subprovider who has subcontracted a portion of the work required under the subcontract will not be credited unless the HUB performs a commercially useful function;
(4) Payments to a HUB will not be credited if the firm does not provide the goods or perform the services paid for;
(5) Payments made to a HUB that cannot be linked by an invoice or canceled check to the contract under which credit is claimed will not be credited.

A Provider must not withhold or reduce payments to any HUB without a reason that is accepted as standard industry practice. A HUB prime or subprovider must comply with the terms of the contract or subcontract. Work products, services, and commodities must meet contract specifications whether performed by a prime or subprovider.

ATTACHMENT H-SG (NOT APPLICABLE)

A Provider's failure to meet the HUB goal and failure to demonstrate to the Authority/Department's satisfaction sufficient "Good Faith Effort" on his/her part to obtain HUB participation shall constitute a breach of contract. In such a case, the Authority/Department reserves the right to issue a letter of reprimand; to deduct the amount of HUB goal not accomplished by HUBs from the money due or to become due the Provider, not as a penalty but as damages to the Authority/Department's HUB program; or such other remedy or remedies as the Authority/Department deems appropriate.

8) **RECORDS AND REPORTS.**

a. After submission of the initial commitment (Attachment H-1), required by Section 2.c. of this attachment, the Provider shall submit State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) at a minimum monthly, after contract work begins, on subcontracting involvement. One copy of the State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) is to be sent to the Authority/Department's Office monthly. In addition, the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) must be submitted with the Provider's invoice. All payments made to subproviders are to be reported. **The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Reports are required monthly even during months when no payments to subproviders have been made.** The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report will be required until all work on the contract has been completed. The Authority/Department may verify the amounts being reported as paid to HUBs by requesting copies of canceled checks paid to HUBs on a random basis.

b. Subproviders should be identified on the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) by name, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount.

c. All such records must be retained for a period of four years following final payment, or until an investigation, audit, examination, or other review undertaken during the four years, and shall be available at reasonable times and places for inspection by authorized representatives of the Authority/Department and other agencies.

d. Prior to receiving final payment, the Provider shall submit a Final Report (Attachment H-4), detailing the subprovider payments to the AUTHORITY Office of the Authority, and one copy to the Authority/Department with the Provider's final invoice.

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ATTACHMENT H-SN (NOT APPLICABLE)

Historically Underutilized Business (HUB)
for State Funded Professional or Technical Services Contracts
No State of Texas HUB Subcontracting Plan Required

POLICY

It is the policy of the Authority/Department to ensure that HUBs shall have an equal opportunity to participate in the performance of contracts; to create a level playing field on which HUBs can compete fairly for contracts and subcontracts; to ensure nondiscrimination on the basis of race, color, national origin, or gender in the award and administration of contracts; to help remove barriers to the participation of HUBs in Authority contracts; and, to assist in the development of firms that can compete successfully in the market place outside the HUB program.

Subcontracting participation on projects with no HUB Subcontracting Plan Required should be reported on the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report, the Attachment H-6 Form. Payment to non-HUBs subproviders must be reported on Attachment H-6. Payments to HUBs reported on Attachment H-6 are subject to the following requirements:

DETERMINATION OF HUB PARTICIPATION.

A firm must be an eligible HUB and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible HUB, the total amount paid to the HUB should be reported as race-neutral HUB participation.

A HUB subprovider may subcontract no more than 70% of a contract. The HUB subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the HUB; and equipment owned or rented directly by the HUB.

A provider must report a portion of the total value of the contract amount paid to a HUB joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the HUB.

Proof of payment, such as copies of canceled checks, properly identifying the Authority/Department's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department.

The provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

REQUIRED FORMS.

If subcontractors are used under the contract that has no stated HUB goal, Attachments H-1, H-2, H-4 and H-6 are required. Attachments H-1 and H-6 <u>are required</u> if no subcontractors are being used to perform work under this contract.

Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) **is required monthly even when no subcontracting activity has occurred.** In addition, Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) should be submitted with the Provider's invoice.

ATTACHMENT H-1

Subprovider Monitoring System
Commitment Worksheet

Contract #:_____ Assigned Goal: 12.2% Federally Funded _____
County Funded _____
Prime Provider: L&G Engineering Laboratory, LLC Total Contract Amount: $698,935.01
Prime Provider Info: DBE___ HUB _X_ Both ___
Vendor ID #: 17430894406 DBE/HUB Expiration Date: 02/15/2016
(First 11 Digits Only)

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

Subprovider(s) (List All)	**Type of Work**	**Vendor ID #** (First 11 Digits Only)	**D=DBE H=HUB**	**Expiration Date**	**$ Amount or % of Work ***
B2Z Engineering, LLC	Geo Tech	13715808781	D/H	10/18/2014	
Subprovider(s) Contract or % of Work* Totals					

*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total DBE **or** HUB Commitment Dollars $0.00 (DBE)

Total DBE **or** HUB Commitment Percentages of Contract 0% (DBE)
(Commitment Dollars and Percentages are for Subproviders only)

12/06 DBEH1.AT

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). ***NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.***

Contract #: _____ Assigned Goal: 12.2% Prime Provider L&G Engineering Laboratory, LLC

Work Authorization (WA)#: _____ WA Amount: **$0** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
FC	**$0**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: L&G Engineering Laboratory, LLC **Address: 2100 W. Expressway 83, Mercedes, Texas 78570** **VID Number: 17430894406** **PH: (956) 583-7117 & FAX: (956) 583-7116** **Email:**	**Name:** David Saenz ***(Please Print)*** **Title:** Project Engineer _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

ATTACHMENT H-3
Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) _____/_____

Contract #: _____
Date of Execution: _____
Prime Provider: L&G Engineering Laboratory, LLC
Work Authorization No. : _____

Original Contract Amount: **$0**
Approved Supplemental Agreements: **$0**
Total Contract Amount: **$0**
Work Authorization Amount: **$0**

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
Y	B2Z Engineering, LLC	Geo Tech					

Fill out Progress Assessment Report with each estimate/invoice submitted, *for all subcontracts*, and forward as follows:
1 Copy with Invoice - Hidalgo County Regional Mobility Authority Office
I hereby certify that the above is true and correct statement of the amounts paid to the firms listed above.

Print Name - Company Official /DBE Liaison Officer | Signature | Phone | Date

Email | Fax

ATTACHMENT H-4

Subprovider Monitoring System
Final Report

The Final Report Form should be filled out by the Prime Provider and submitted to the Contract Manager and the Business Opportunity Programs Office for review upon completion of the contract. The report should reflect **all subcontract activity** on the project. The report will aid in expediting the final estimate for payment. If the HUB or DBE goal requirements were not met, documentation supporting good faith efforts must be submitted.

DBE Goal: 12.2 % **OR** HUB Goal: ____%

Total Contract Amount: **$0** Total Contract Amount: $698,935.01

Contract Number:

Vendor ID #	**Subprovider**	**Total $ Amount Paid to Date**
13715808781	B2Z Engineering, LLC	
TOTAL		

This is to certify that _____% of the work was completed by the HUB or DBE subproviders as stated above.

_____
By: Prime Provider

_____
Per: Signature

Subscribed and sworn to before me, this _____ day of _____, 20 __

_____Notary Public _____ County

My Commission expires:_____

12/06 DBE-H4.A

ATTACHMENT H-5

Federal Subprovider and Supplier Information

The Provider shall indicate below the name, address and phone number of all successful and unsuccessful subproviders and/or suppliers that provided proposals/quotes for this contract prior to execution. You may reproduce this form if additional space is needed.

Name	**Address**	**Phone Number**
B2Z Engineering, LLC	P.O. Box 2724, McAllen, Tx 78502	956-618-0624

The information must be provided and returned with the contract.

_____ _____

Signature Date

{Signatory Name, Position} _____ _____

Printed Name Email Phone #

ATTACHMENT H-6

Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report

HUB Subcontracting Plan (HSP)
Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Contract/Requisition Number: _____ Date of Award: _____ (mm/dd/yyyy) Object Code: _____ (Agency Use Only)

Contracting Agency/University Name: _____

Contractor (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

Reporting (Month) Period: _____ Total Amount Paid this Reporting Period to $ -

Report HUB and Non-HUB subcontractor information

Subcontractor's Name	Subcontractor's VID or HUB Certificate Number	*Texas Certified HUB? (Yes or No)	Total Contract $ Amount from HSP with Subcontractor	Total $ Amount Paid This Reporting Period to Subcontractor	Total Contract $ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	

ATTACHMENT H-7

DBE CERTIFICATIONS

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

B2Z ENGINEERING, LLC (VN 23626)

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month.

Current certification information will be listed in the TUCP Directory.
The TUCP Directory website is www.txdot.gov

Tamela C. Saldana, Ph.D., Director
DBE & SBE Programs
Office of Civil Rights

State of Texas

Historically Underutilized Business Certification and Compliance Program

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

L & G ENGINEERING LABORATORY 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 11-MAY-2012, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Certificate/VID Number: 1743089440600
File/Vendor Number: 36295
Approval Date: 15-FEB-2012
Expiration Date: 15-FEB-2016

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//cmbl/hubonly.html) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

State of Texas

Historically Underutilized Business Certification and Compliance Program

In accordance with the Memorandum of Agreement between the Texas Department of Transportation (TXDOT) and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

B2Z ENGINEERING, LLC

has successfully met the established requirements of the Statewide Historically Underutilized Business (HUB) Program to be recognized as a HUB.

This certificate, printed 03-AUG-2012, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the TXDOT's program, you must immediately (within 30 days of such changes) notify the TXDOT's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the TXDOT's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Paul A. Gibson

Certificate/VID Number:	1371580878100
File/Vendor Number:	476990
Approval Date:	18-OCT-2011
Expiration Date:	30-OCT-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//cmbl/hubonly.html) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

ATTACHMENT I

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/08/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
The Risk Specialty Group LLC 4801 Woodway Drive Suite 300 East Houston TX 77056	PHONE (A/C, No, Ext): (713) 552-1900	FAX (A/C, No): (713) 513-5411
	E-MAIL ADDRESS: tlanders@riskspecialtygroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Valley Forge Insurance Company	
INSURED	INSURER B : Continental Insurance Company	
	INSURER C : Continental Casualty Insurance Co.	
L&G Engineering Laboratory, LLC 2100 W. Expressway 83 Mercedes TX 78570	INSURER D : Endurance American Specialty Ins. Co.	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			5095025836	07/19/2013	07/19/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			5095025884	07/19/2013	07/19/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			5095026016	07/15/2013	07/15/2014	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		5095025920	07/23/2013	07/23/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability "claims made"			PPL10004099100	07/19/2013	07/19/2014	Each Claim Limit Aggregate Limit	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County Regional Mobility Authority
118 S. Cage Blvd.

Pharr, TX 78577

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE <CC>

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ATTACHMENT J

CONFLICTS CERTIFICATION

ATTACHMENT J

CONFLICTS CERTIFICATION

1. Business Relationships:

   The RMA has adopted a conflict of interest policy which generally requires disclosure of any business relationships with RMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy for Consultants, the list of Board Members and Key Personnel, and the Disclosure Form can be obtained from the RMA website (www.hcrma.net). Engineer all any sub consultants to Engineer shall adhere to this policy and provide any required disclosures.

2. Adverse Matters:

   Engineer must disclose conflicts of interest by identifying any matter in which the Engineer becomes adverse to the RMA or the Texas Department of Transportation or to the State of Texas or any of its boards, agencies, commissions, universities, elected or appointed officials, or Hidalgo County during the term of the Agreement.

3. Direct and Indirect Interest:

   The Engineer shall ensure that, during the term of the Agreement, the Engineer, including any of its principals, will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of Engineer's obligations under the agreement, including, but not limited to, ownership of property in the right-of-way of any of the independent projects of the Hidalgo County Roadway System. The Engineer warrants that, in the performance of the Agreement, the Engineer shall not employ any person, or subcontract with any entity, having such known interest.

ENGINEER: L&G Engineering Laboratory, LLC

BY: _____

DATE: May 8, 2014

ATTACHMENT J

CONFLICTS CERTIFICATION

1. Business Relationships:

   The RMA has adopted a conflict of interest policy which generally requires disclosure of any business relationships with RMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy for Consultants, the list of Board Members and Key Personnel, and the Disclosure Form can be obtained from the RMA website (www.hcrma.net). Engineer all any sub consultants to Engineer shall adhere to this policy and provide any required disclosures.

2. Adverse Matters:

   Engineer must disclose conflicts of interest by identifying any matter in which the Engineer becomes adverse to the RMA or the Texas Department of Transportation or to the State of Texas or any of its boards, agencies, commissions, universities, elected or appointed officials, or Hidalgo County during the term of the Agreement.

3. Direct and Indirect Interest:

   The Engineer shall ensure that, during the term of the Agreement, the Engineer, including any of its principals, will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of Engineer's obligations under the agreement, including, but not limited to, ownership of property in the right-of-way of any of the independent projects of the Hidalgo County Roadway System. The Engineer warrants that, in the performance of the Agreement, the Engineer shall not employ any person, or subcontract with any entity, having such known interest.

ENGINEER: B2Z Engineering, LLC

BY: _____

DATE: May 8, 2014

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Jacinto Garza, P.E.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

05/08/2014

Date

Adopted 06/29/2007

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Reza Badiozzmani, P.E., C.F.M.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

05/08/2014

Date

Adopted 06/29/2007

ATTACHMENT K
DEBARMENT CERTIFICATION

Texas Department of Transportation

Form 2510
(Rev. 09/13)

DEBARMENT CERTIFICATION
ARCHITECTURAL, ENGINEERING AND SURVEYING
("PROVIDER") CONTRACTS

(1) The **PROVIDER** certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

L&G Engineering Laboratory, LLC
Name of Provider

Signature of Certifying Official

President / CEO
Title of Certifying Official

05/08/14
Date

(2) Where the **PROVIDER** is unable to certify to any of the statements in this certification, such **PROVIDER** shall attach an explanation to this certification.

Exceptions will not necessarily result in denial of award. Providing false information may result in criminal prosecution or administrative sanctions.

* federal, state or local

Texas Department of Transportation

Form 2510
(Rev. 09/13)

DEBARMENT CERTIFICATION
ARCHITECTURAL, ENGINEERING AND SURVEYING
("PROVIDER") CONTRACTS

(1) The **PROVIDER** certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

B2Z Engineering, LLC
Name of Provider

Signature of Certifying Official

President / CEO
Title of Certifying Official

05/08/14
Date

(2) Where the **PROVIDER** is unable to certify to any of the statements in this certification, such **PROVIDER** shall attach an explanation to this certification.

Exceptions will not necessarily result in denial of award. Providing false information may result in criminal prosecution or administrative sanctions.

* federal, state or local

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Item 3E

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3E**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/24/14**
FINANCE COMMITTEE		**MEETING DATE**	**7/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014-72 – APPROVAL OF WORK AUTHORIZATION NUMBER 1 TO PROFESSIONAL SERVICE AGREEMENT WITH RABA KISTNER TO PROVIDE GEOTECHNICAL ENGINEERING SERVICES FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___ No

   Approval of Work Authorization Number 1 to Professional Service Agreement with Raba Kistner to provide Geotechnical Engineering Services in the amount of $520,433.54.

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 Work Authorizations	$ 0.00
Proposed Work Authorization Number 1	**$520,433.54**

5. Staff Recommendation**: Motion to approve Resolution 2014-72 - Approval of Work Authorization Number 1 to the Professional Service Agreement with Raba Kistner to provide Geotechnical Engineering Services in the amount of $520,433.54 for a maximum payable fee of $520,433.54.**

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: July 14, 2014

Re: **Approval of Work Authorization Number 1 to Professional Service Agreement with Raba Kistner for Geotechnical Engineering Services**

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 L&G Laboratories, Raba Kistner and Terracon for Geotechnical Engineering Services. On December 13, 2013, the HCRMA Board of Directors interviewed firms, selected Raba Kistner and L&G Laboratories and authorized staff to negotiate professional service agreements with both firms.

Goal
With approval of the update to the HCRMA 2015-2019 Strategic Plan, the International Bridge Trade Corridor (IBTC) Project is schedule to bid in December of 2015. In order to meet this schedule, final plans, specifications and estimates will need to be prepared by a consulting engineer. In order for the final design to be completed, geotechnical engineering services will be necessary to determine sub-surface conditions for design of structural elements and the pavement structure.

Staff has negotiated Work Authorization Number 1 with Raba Kistner in the amount of $520,433.54 to provide the following Geotechnical Engineering Services on the IBTC Project:

- Drill test boring and analyze the existing strata and develop boring logs
- Model global stability and provide settlement analysis of embankment
- Provide pavement design recommendation for conventional asphalt and a concrete alternate
- Environmental analysis at Donna Lake crossing
- Foundation analysis for lift station relocation
- Develop foundation capacity curves and recommend foundation type and construction for the interchange at Business 83

Options
The Board of Directors could chose to not award the Work Authorization Number 1 or defer action to a future agenda.

Recommendation
Based on review by this office, **approval of Resolution 2014-72– Approval of Work Authorization Number 1 to the Professional Service Agreements with Raba Kistner in the amount of $520,433.54 is recommended as presented.**

If you should have any questions or require additional information, please advise.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 72

APPROVAL OF WORK AUTHORIZATION NUMBER 1 TO PROFESSIOAL SERVICES AGREEMENT WITH RABA KISTNER FOR GEOTECHNICAL ENGINEERING SERVICES FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT

THIS RESOLUTION is adopted this 23rd day of July, 2014 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, 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 Geotechnical Engineering Services and recommends that Board of Directors interview Raba Kistner, L&G Laboratory and Terracon; and

WHEREAS, on January 22, 2014, the Board of Directors the Board of Directors formally interviewed 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 of Raba Kistner and L&G Laboratory for Geotechnical Engineering Services; and

WHEREAS, on July 23, 2014, the Authority approved a Professional Service Agreements with Raba Kistner for Geotechnical Engineering Services for the International Bridge Trade Corridor Project (IBTC); and

WHEREAS, staff has negotiated Work Authorization Number 1 to the Professional Service Agreement with Raba Kistner for Geotechnical Engineering Services for the IBTC Project; and

WHEREAS, the Authority has determined it is necessary to approve Work Authorization Number 1 to the Professional Service Agreement with Raba Kistner for Geotechnical Engineering Services for the IBTC Project in the amount of $520,433.54;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Work Authorization Number 1 to Professional Service Agreements with Raba Kistner for Geotechnical Engineering Services for the International Bridge Trade Corridor Project, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Work Authorization Number 1 to Professional Service Agreement with Raba Kistner for Geotechnical Engineering Services.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of July, 2014, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

Exhibit A

Work Authorization Number 1 to Professional Service Agreements
with
Raba Kistner
for
Geotechnical Engineering Services
for
the
International Bridge Trade Corridor

WORK AUTHORIZATION NO. 1

ATTACHMENT D-1

WORK AUTHORIZATION NO. ____
AGREEMENT FOR ENGINEERING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Engineering Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Raba Kistner, 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 $520,433.54 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 IBTC Geo-Technical / Segment 0010 IBTC Geotechnical Borings and Investigations for: Bridge, Pavement, and Embankments.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Chris L. Schultz	Pilar Rodriguez
(Printed Name)	(Printed Name)
President	Executive Director
(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 B1	IBTC Location Map
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Exhibit H-2	Subprovider Monitoring System Commitment Agreement

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

GENERAL
This contract will include the following items of work which may have overlap due to accelerated schedule:

APD Coordination with **AUTHORITY** for Final Environmental documentation

PS&E P.S. & E. Development

The **AUTHORITY** will provide the following general items.
1. Authorization to begin work.
2. Timely payment for work performed by the **Engineer** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project.
5. Review and approve the **Engineer**'s progress schedule with milestone activities and/or deliverables identified.
6. Provide timely review and decisions in accordance with **TxDOT's Advanced Funding Agreement for SH365** in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule identified in Attachment F.
7. Request Project CSJ's from TxDOT.

ROUTE AND DESIGN STUDIES (FC 110)
The **AUTHORITY** will provide the following:

Design Criteria
1. Attend Design Concept Conference to approve design criteria.
2. Review/approve Design Summary Report.
3. Attend and participate in the Value Engineering Study

Schematic Update
1. Provide all design and reference files in electronic (.dgn) format for existing schematic.
2. Provide drainage layout currently on file in Arcview Format.

SOC, ECO AND ENVIRON STUDIES & PUBLIC INVOLVEMENT (FC 120)

The **AUTHORITY** will provide the Environmental Document and electronic Constraints map for the project for development of the Environmental Permits, Issues and Commitments (EPIC) sheets and any other compliance issues.

RIGHT-OF-WAY DATA (FC 130)

The **AUTHORITY** will provide the following:

1. Assist the **Engineer**, as necessary, with coordination of any utility relocations that may be required.
2. Ownership Data in a .dgn file
   a. Ownership Information shall be provided for the corridor width.
   b. All utility ownership shall be provided.
3. Parcel plats & Right-of-Way Map.
   a. A ROW map, parcel plats and field notes shall be prepared and furnished.
   b. ROW map and field notes shall be revised as required due to changes in Highway Design, Ownership Changes or Revised Parcel Numbering. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
   c. ROW map must depict all improvements affecting ROW.
   d. ROW map must meet all requirements as specified in TxDOT ROW manuals.
4. Utility Adjustments:
   AUTHORITY (TxDOT as necessary) will execute utility agreements provided by the Engineer for all required utility adjustments.
5. Survey and Stake Right-of-Way
6. Right of Entry to all affected properties located within the project limits.
7. Deliverables: Right of way Map in electronic format (.dgn).

FIELD SURVEYING AND PHOTOGRAMMETRY (FC 150)

The **AUTHORITY** will provide the following:

Deliverables:

1. Survey Control Data Sheets signed and sealed by a RPLS on mylar 11X17 sheets.
2. 2d-planimetric, 3d-digital terrain model in a Microstation (.dgn) format delivered on CD ROM media. Also to be included is the TIN file, and Geopak files utilized and/or generated by Surveyor.
3. One Hard Copy of Field Surveying Book
4. All survey information required for the development of the PS&E for the project.

DRAINAGE (FC 161)

The **AUTHORITY** will provide the following:

1. Timely review/approval of the Hydraulic Study.

MISCELLANEOUS ROADWAY (FC 163)

The **AUTHORITY** will provide the following:

1. Timely review and approval of TCP in coordination with TxDOT.
2. Provide Aesthetic plans and details for project.

MANAGEMENT (FC 164)

The **AUTHORITY** will provide the following:

1. Attend/participate in progress meetings as required.
2. Timely review of submittals as required.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

GENERAL SCOPE OF WORK

Geotechnical Borings and Investigations: The Engineer shall determine the location of the soil borings for the design of the proposed bridge at the U.S. Business 83 interchange, for the slope stability and settlement analyses of the proposed embankments, for the design of the proposed irrigation canal re-alignment, and for the pavement design, in general accordance with the latest edition of the Texas Department of Transportation's (TxDOT's) Geotechnical Manual. Hidalgo County RMA (herein after referred to as HCRMA) representatives will review and provide comments for a boring layout submitted by the Engineer showing the general location and depths of the proposed borings. Once the Engineer receives the HCRMA's review comments, they shall perform soil borings (field exploration work), soil testing, and prepare the boring Wincore logs in accordance with the latest edition of the State's Geotechnical Manual and District's procedures and design guidelines. The Engineer shall perform coring of existing pavement for the purposes of advancing borings only. No core pavement samples will be obtained.

Per information provided by the HCRMA, the current boring program includes nine bridge borings to a maximum average depth of 75 ft, forty embankment borigns to a maximum average depth of 30 ft, ten underwater (UW) embankment borings to a maximum average depth of 60 ft, fifty seven pavement borings to a maximum average depth of 10 ft, two pavement borings to a maximum average depth of 15 ft, and two irrigation canal borings to a maximum average depth of 15 ft

.

For cost estimating purposes, we have been asked to assume that ten 60-ft deep UW embankment borings and two of the 10-ft deep pavement borings will require environmental drilling techniques, while the remaining borings can be drilled utilizing standard drilling techniques. For the environmental borings, we have been instructed to assume that drill cuttings can be reutilized to backfill boreholes, or can be spread on site. Environmental testing will be limited to random sampling of drill cuttings for disposal evaluation purposes only. No environmental opinions or preparation of disposal plans for construction will be required as part of the authorized scope of work. Further, our cost assumes that right of entries will be provided by the HCRMA, and that the borings will be accessible to truck mounted drilling rigs. We have assumed that a dozer will be required for a maximum of three days to provide access to the Donna Lake UW embankment borings only.

A. All geotechnical work shall be performed in general accordance with the latest version of TxDOT's Geotechnical Manual. All testing shall be performed in accordance with the latest version of the State's Manual of Test Procedures. American Society for Testing Materials (ASTM) test procedures can be used only in the absence of the State's procedures. All soil classification shall be done in accordance with the Unified Soil Classification System.
B. The Engineer shall perform embankment analyses to include the slope stability and settlement analysis. These analyses should include the computation of the factor of safety for bearing capacity and slope stability. In addition, the Engineer should include the allowable bearing pressure and the settlement analysis (consolidation report).
C. If applicable, the Engineer shall perform soil borings performing coring of existing pavements for the purposes of advancing borings only. No core pavement samples will be obtained. The soil borings and the associated testing and analysis shall be utilized for slope stability analysis, settlement analysis, and foundation design recommendations, as applicable, along the proposed irrigation channel re-alignment, the proposed bridge at the intersection with U.S. Business 83, the proposed earthen embankments, and the proposed new pavement alignment.

D. The Engineer shall provide a signed, sealed and dated geotechnical report which contains, but is not limited to, soil boring locations, boring logs, laboratory test results, generalized subsurface conditions, groundwater conditions, analyses and recommendations for settlement and slope stability of the earthen embankments, skin friction tables and design capacity curves for deep foundations for the assigned bridge at the proposed U.S. Business 83 intersection, including skin friction and point bearing. The skin friction tables and design capacity curves should be present for piling and drilled shaft foundation systems.

E. If applicable, the Engineer shall perform scour analysis to include Grain Size distribution curves with D50 value.

F. The Engineer shall sign, seal and date soil boring mylar sheets to be used in the PS&E package. The preparation of soil boring mylar sheets are to be in accordance with a District's standards.

G. Foundation Studies: The Engineer shall coordinate with the HCRMA to determine the location of soil borings to be drilled along the earthen embankment alignments. The soil borings for bridge design shall extend to an average depth of 75 ft below existing ground. Spacing of soil borings for new bridge design construction shall not exceed 300 feet. The soil borings for regular embankments shall extend to an average depth of 30 feet below existing ground. The soil borings for the embankment along the Donna Lake, which are designated as underwater (UW) borings shall extend to an average depth of 60 ft below existing ground. Spacing of soil borings for new embankment construction shall not exceed 500 feet. The soil borings for pavement design shall extend to an average depth of 10 ft of 15 ft below existing ground (as applicable). Spacing of soil borings for new pavement construction shall not exceed 1,000 feet. The soil borings for irrigation channel realignment shall extend to an average depth of 15 ft. Locations of soil borings for irrigation channel realignment will be as agreed between the Engineer and the HCRMA. The Engineer shall provide a boring layout for the HCRMA's review and comment.

H. The Engineer shall incorporate soil boring data sheets prepared, signed, sealed, and dated by the Geotechnical Engineer. The soil boring sheets shall be in accordance with the State's WINCORE software as can be found on the Texas Department of Transportation website.

I. The Engineer shall perform pavement design using the information generated from the soil borings for the International Bridge Trade Corridor (IBTC) and the traffic data provided by the HCRMA using the FPS21 method for flexible pavement and the AASHTO method for rigid (concrete) pavement. The pavement designs for the SH365 project will be performed using soil-boring and traffic data provided by the HCRMA.

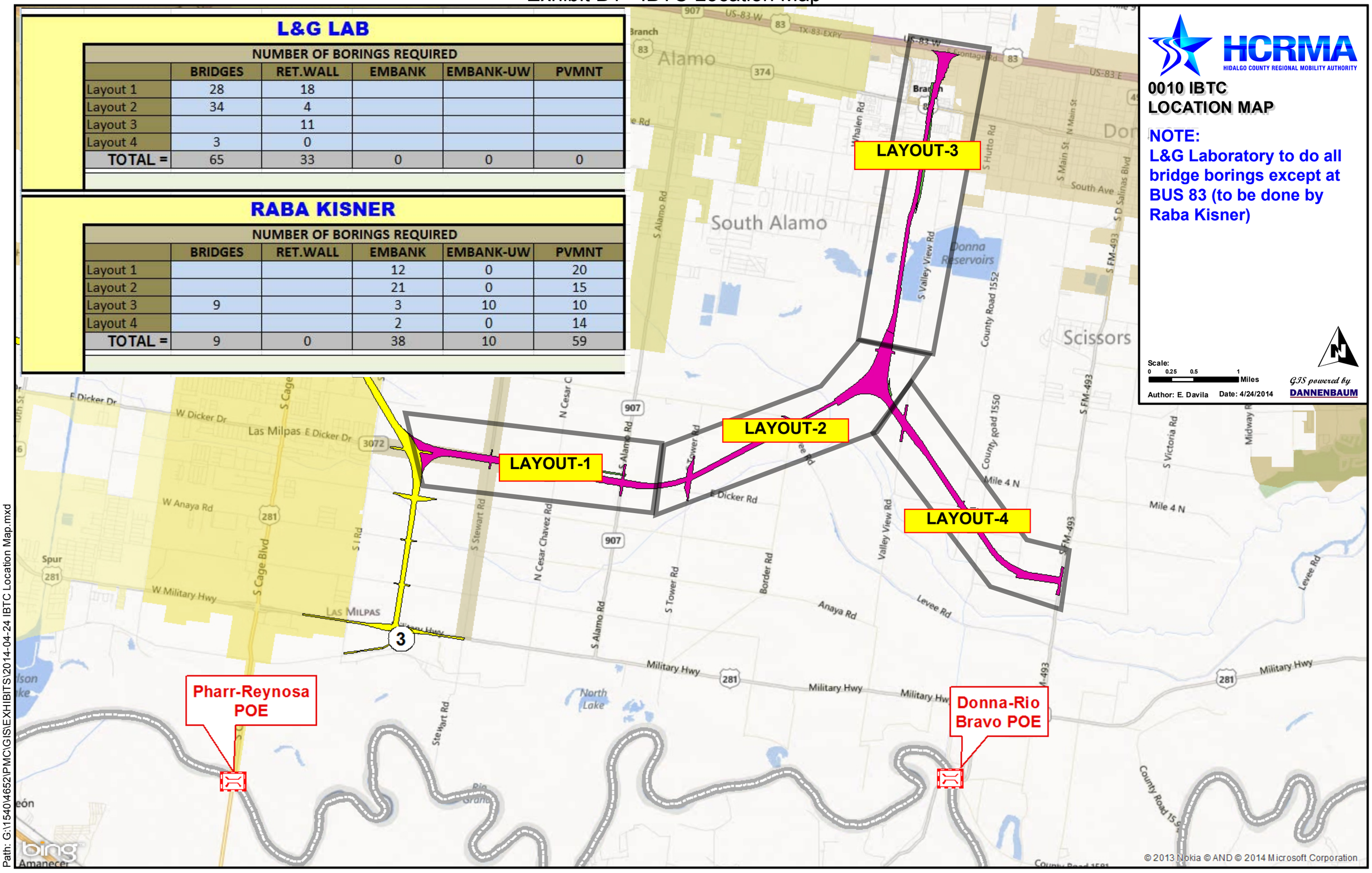
Exhibit B1 - IBTC Location Map

L&G LAB

NUMBER OF BORINGS REQUIRED					
	BRIDGES	RET.WALL	EMBANK	EMBANK-UW	PVMNT
Layout 1	28	18			
Layout 2	34	4			
Layout 3		11			
Layout 4	3	0			
TOTAL =	65	33	0	0	0

RABA KISNER

NUMBER OF BORINGS REQUIRED					
	BRIDGES	RET.WALL	EMBANK	EMBANK-UW	PVMNT
Layout 1			12	0	20
Layout 2			21	0	15
Layout 3	9		3	10	10
Layout 4			2	0	14
TOTAL =	9	0	38	10	59



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

0010 IBTC LOCATION MAP

NOTE:
L&G Laboratory to do all bridge borings except at BUS 83 (to be done by Raba Kisner)

Scale: 0 0.25 0.5 1 Miles

Author: E. Davila Date: 4/24/2014

GIS powered by DANNENBAUM

Path: G:\1540\4652\PMC\GIS\EXHIBITS\2014-04-24 IBTC Location Map.mxd

Exhibit B1 - Layout 1

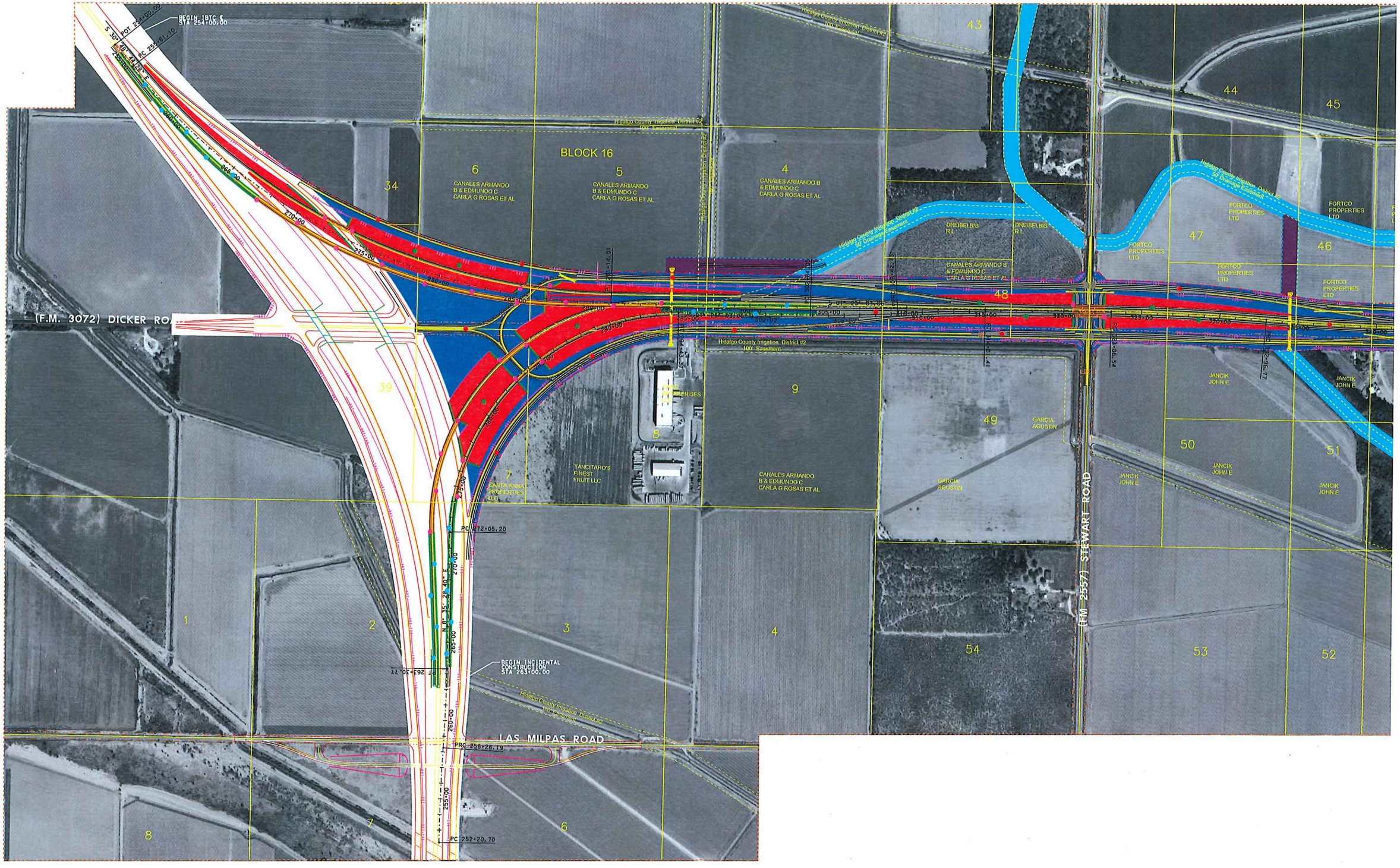


Exhibit B1 - Layout 1

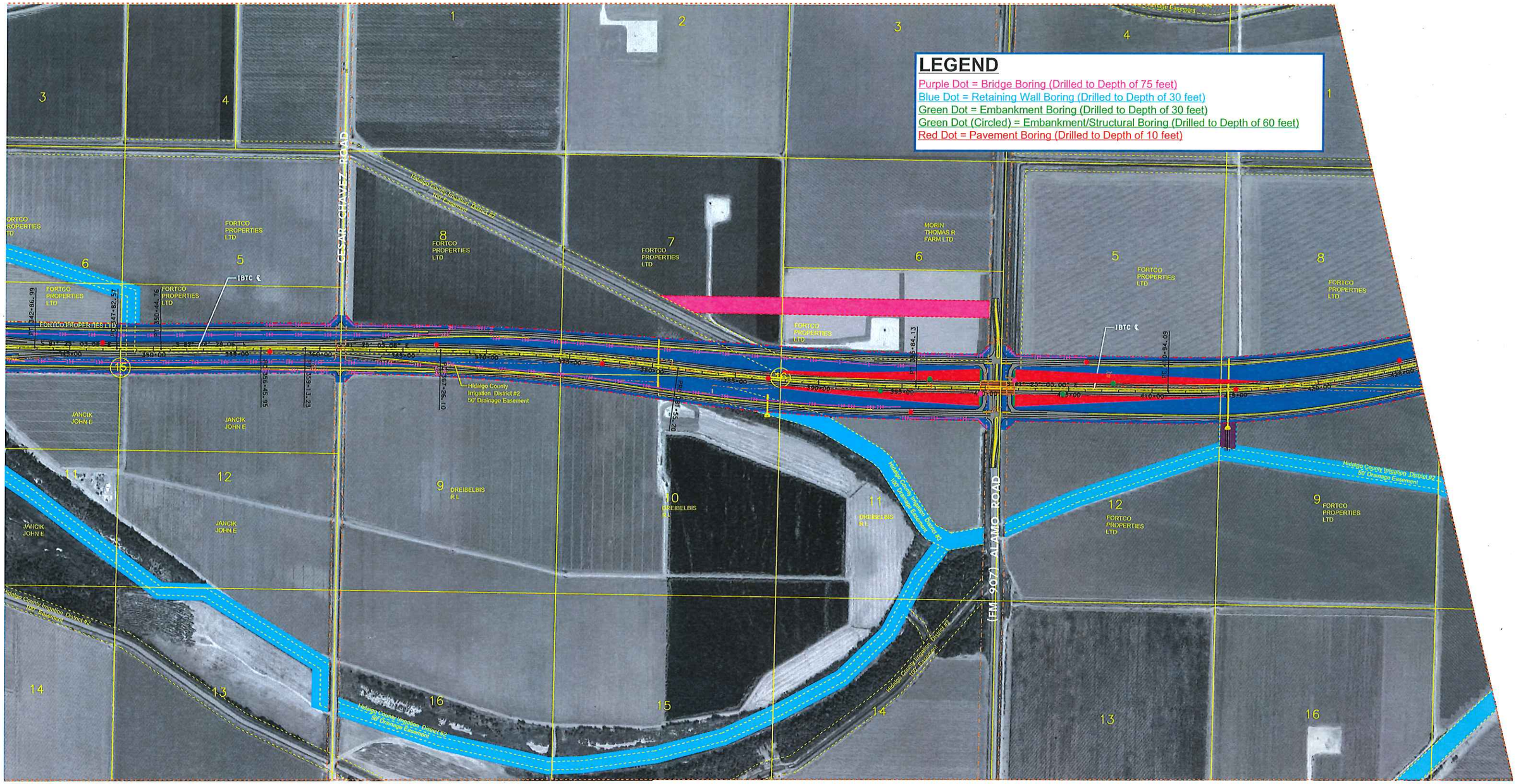
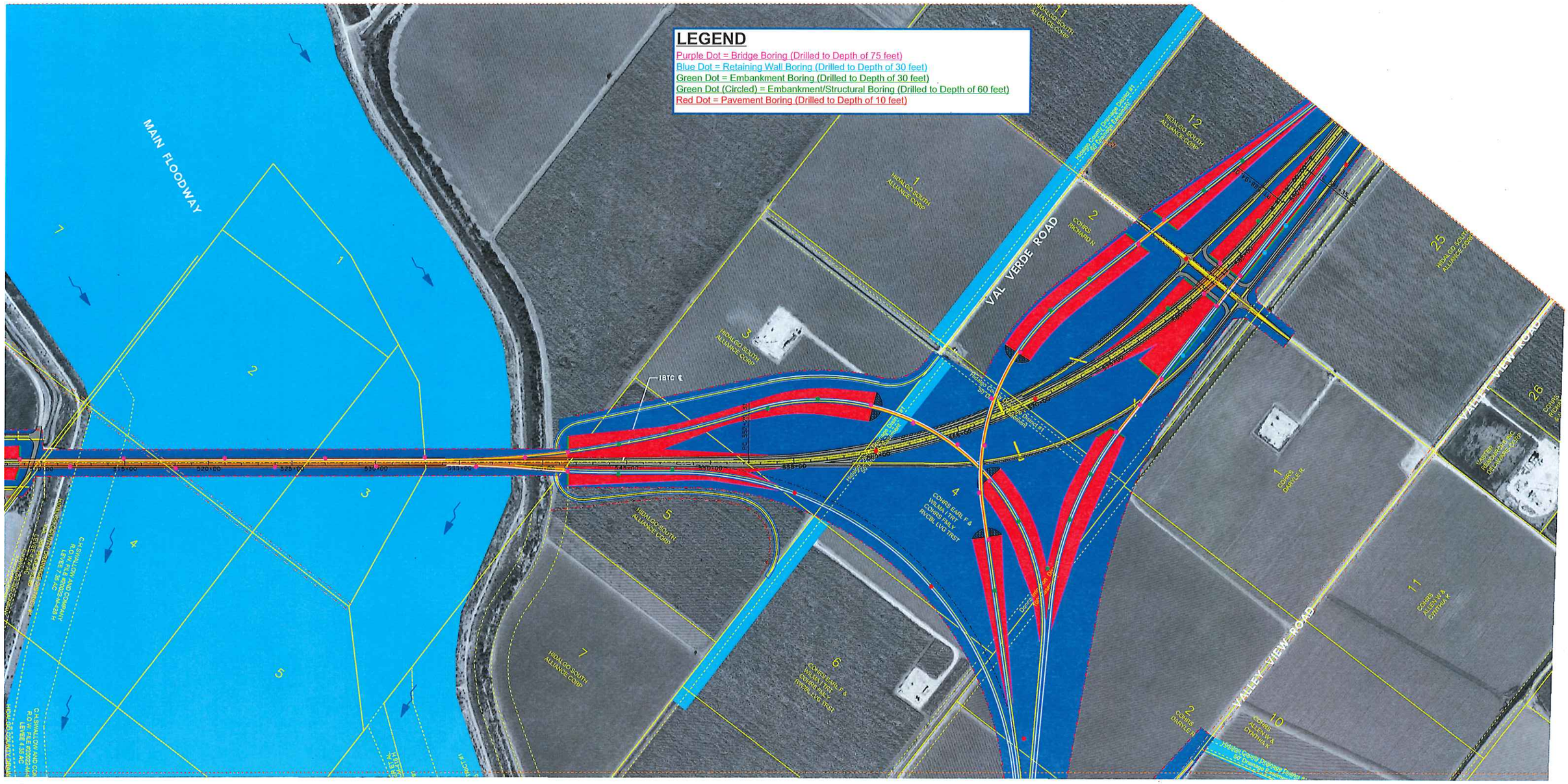


Exhibit B1 - Layout 2

Exhibit B1 - Layout 2



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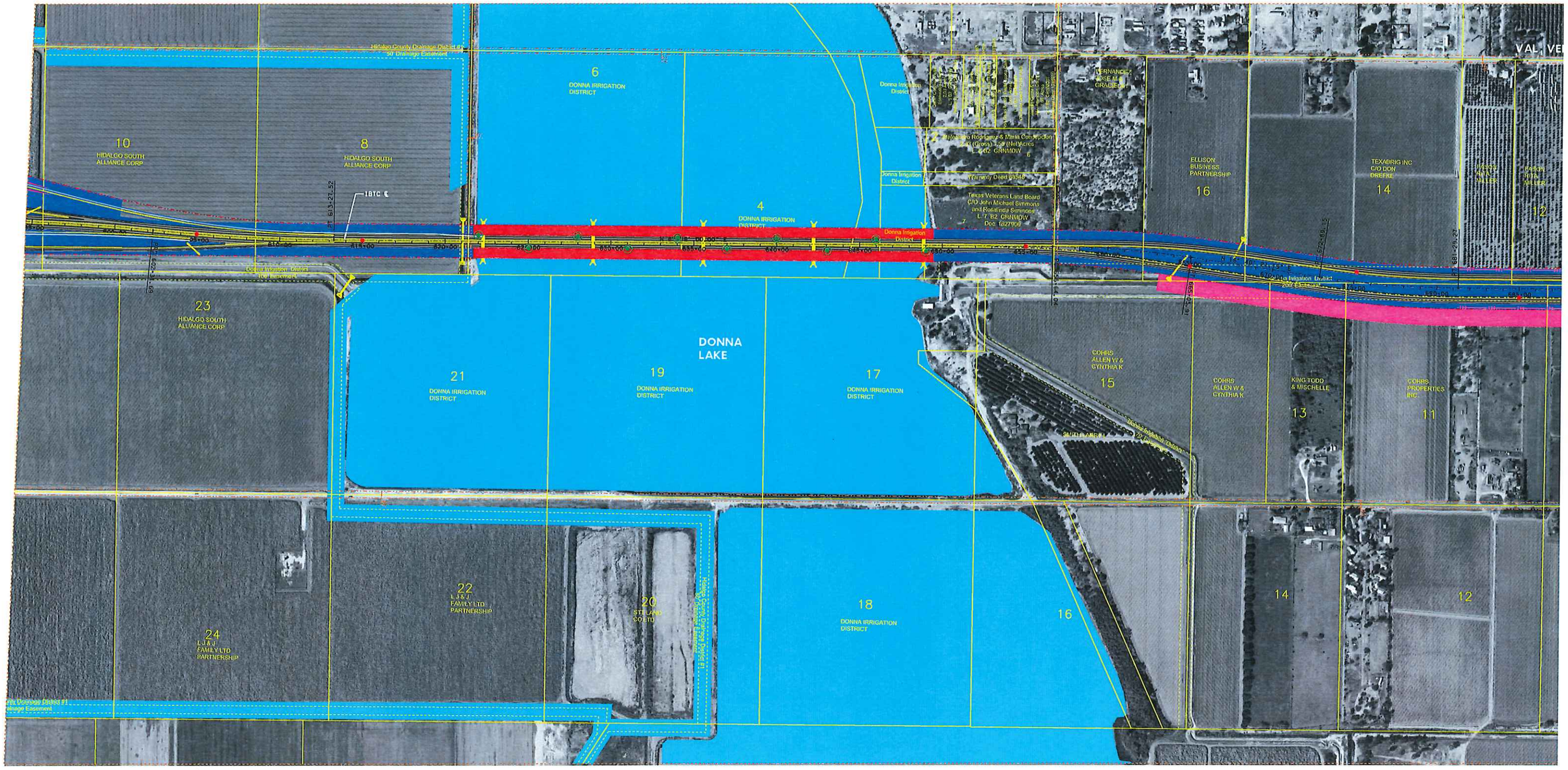

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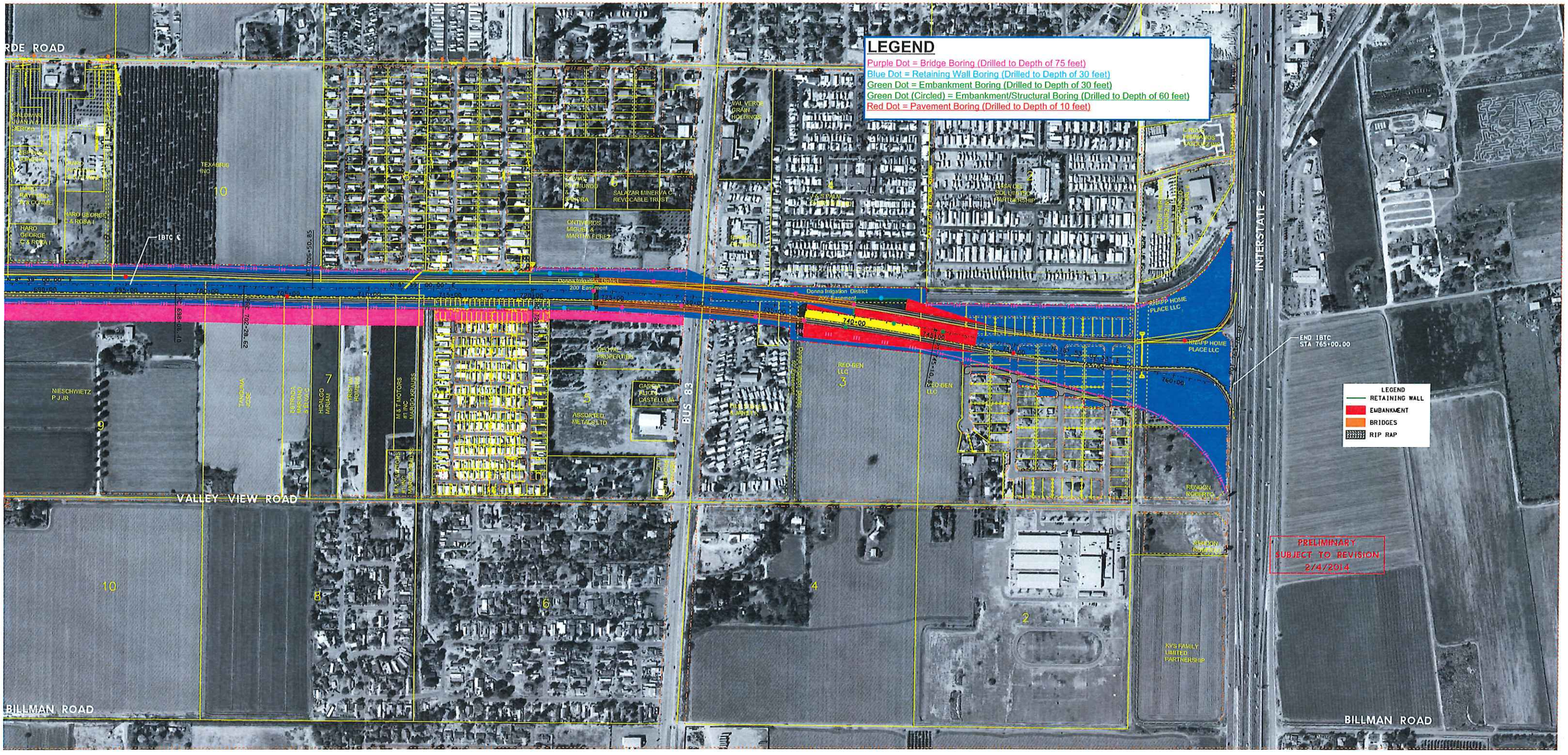

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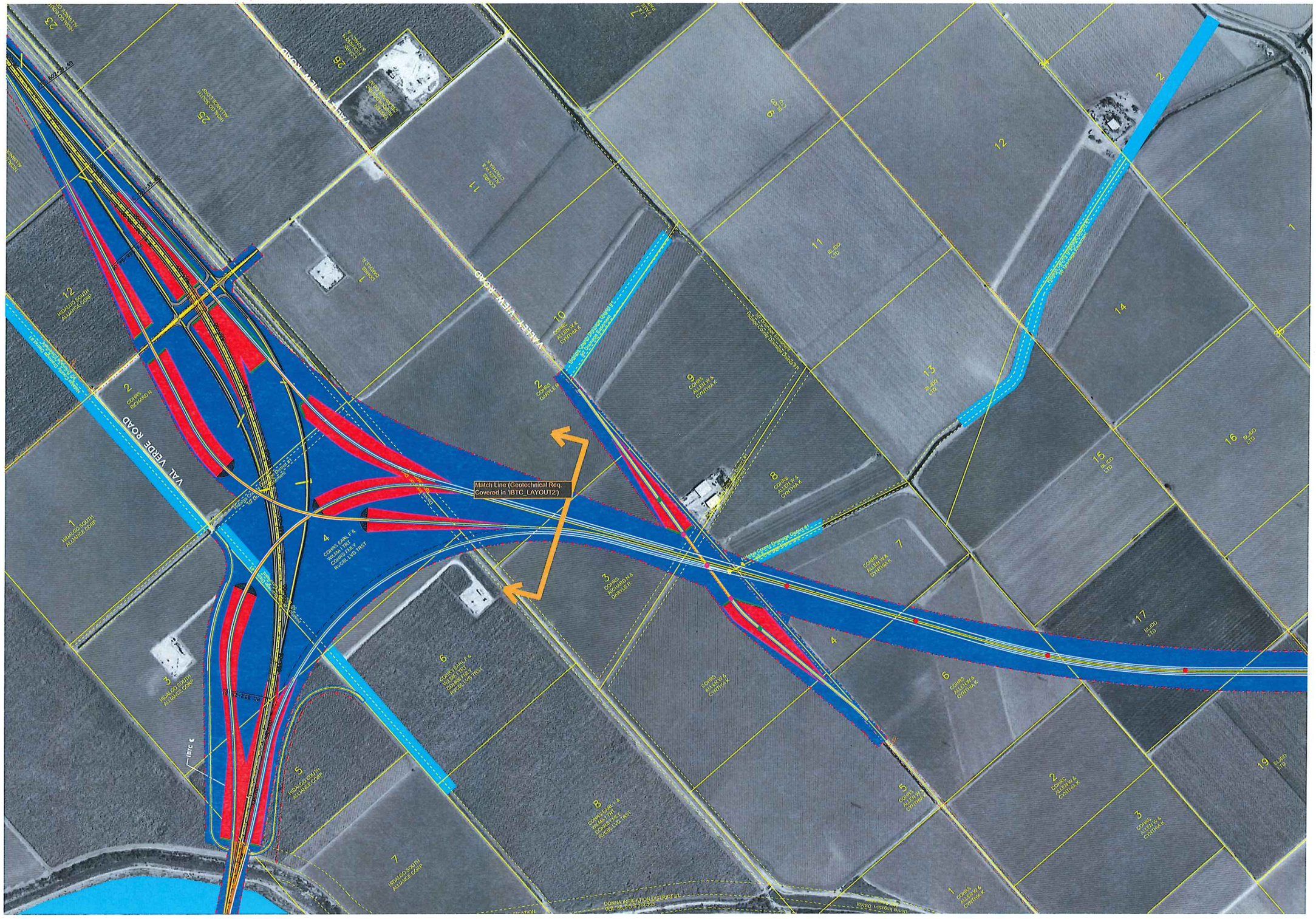


Exhibit B1 - Layout 4

EXHIBIT C
WORK SCHEDULE

RABA KISTNER CONSULTANTS

IBTC GEOTECHNICAL ENGINEERING STUDY
Exhibit C - Work Schedule
Work Authorization No. 1

HCRMA HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

ID	Task Name	Duration	Start	Finish
1	**ADVANCE PROJECT DEVELOPMENT**	**76 days**	**Fri 8/1/14**	**Fri 11/14/14**
2	**FC 110 - Schematic Modifications**			
3	**FC 110 - Geo-technical / Soil Testing**	**76 days**	Fri 8/1/14	Fri 11/14/14
4	**Locate Borings in Field**	19 days	Fri 8/1/14	Wed 8/27/14
5	**Drill Test Borings**	43 days	Fri 8/8/14	Tue 10/7/14
6	**Laboratory Testing**	58 days	Fri 8/15/14	Tue 11/4/14
7	**Draft Wincore Logs**	56 days	Fri 8/22/14	Fri 11/7/14
8	**Preperation of Final Report**	28 days	Mon 10/6/14	Wed 11/12/14
9	**Issue Final Report**	1 day	Fri 11/14/14	Fri 11/14/14
10	**FC 150 - Field Surveys**			
11	**PROJECT PLAN DEVELOPMENT**			
12	**FC 163 - General**			
13	**FC 163 - Traffic Control Plan**			
14	**FC 160 - Roadway Design Controls**			
15	**FC 160 - Roadway Design**			
16	**FC 170 - Bridge Design**			
17	**FC 161 - Levee Design**			
18	**FC 163 - Retaining Wall Design**			
19	**FC 163 - Roadway Cross Sections**			
20	**FC 162 - Traffic Signals**			
21	**FC 162 - Signing and Pavement Markings**			
22	**FC 162 - Illumination**			
23	**FC 163 - SW3P / EPIC Sheets**			
24	**FC 163 - Misc (Landscape, etc.)**			
25	**PROJ. MGMT. & QUALITY CONTROL**			
26	**FC 145 - Project Management**			
27	**30% Plan Review (HCRMA)**			
28	**60% Plan Review (HCRMA & TxDOT)**			
29	**90% Plan Review (HCRMA & TxDOT)**			
30	**Final Mylar Set (100%) revisions & submittal**			

Adv. Proj. Development P.S. & E. Development Project Management HCRMA/ TxDOT Review

EXHIBIT D
FEE SCHEDULE BUDGET

EXHIBIT D-1
TABLE OF DELIVERABLES
Method of Payment: Lump Sum

RABA KISTNER
EXHIBIT D - FEE SCHEDULE/BUDGET FOR
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
IBTC PROJECT

TASK DESCRIPTION	Unit	Hourly Rate	Estimated Hours	Task Cost
FC 110 - GEOTECHNICAL (ENGINEERING ANALYSIS) PM Hours				
Global Stability Check of; Embankments - 40 locations, 2.5 hours per location	hour	$200.91	100	$ 20,091.00
Pavement Design - Concrete for SH 365 Segments 1, 2, 3 and 4	hour	$200.91	0	$ -
Pavement Design - Concrete for IBTC Segments 1, 2 and 3.	hour	$200.91	0	$ -
Pavement Design - Conventional Asphalt for IBTC Segments 1, 2 and 3.	hour	$200.91	0	$ -
Deep Foundation Design and Analysis **and Lift Station Analysis (2 hours)**	hour	$200.91	12	$ 2,410.92
Laying out Needed Drilling Scheme & Plan View of Boring Logs	hour	$200.91	5	$ 1,004.55
Structural Evaluation of Borings (Soil Shear Strength Computations)	hour	$200.91	10	$ 2,009.10
Creation of Final Boring Logs with TCP and Soil Index Testing Data (120 borings Total ~ Estimated at 0.25 hr. each)	hour	$200.91	30	$ 6,027.30
5 Project Site Visit	hour	$200.91	25	$ 5,022.75
Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	hour	$200.91	10	$ 2,009.10
Environmental Analysis and Reporting	hour	$200.91	40	$ 8,036.40
Coordination and Meetings	hour	$200.91	60	$ 12,054.60
Pavement Cycle Analyses	hour	$200.91	0	$ -
FC 110 - GEOTECHNICAL (ENGINEERING ANALYSIS) Geotechnical Engineer Hours				
Global Stability Check of; Embankments - 40 locations, 10 hours per location	hour	$100.81	400	$ 40,324.00
Pavement Design - Concrete for SH 365 Segments 1, 2, 3 and 4	hour	$100.81	0	$ -
Pavement Design - Concrete for IBTC Segments 1, 2 and 3.	hour	$100.81	0	$ -
Pavement Design - Conventional Asphalt for IBTC Segments 1, 2 and 3.	hour	$100.81	0	$ -
Deep Foundation Design and Analysis **and Lift Station Analysis (12 hours)**	hour	$100.81	52	$ 5,242.12
Laying out Needed Drilling Scheme & Plan View of Boring Logs	hour	$100.81	20	$ 2,016.20
Structural Evaluation of Borings (Soil Shear Strength Computations)	hour	$100.81	40	$ 4,032.40
Creation of Final Boring Logs with TCP and Soil Index Testing Data (120 borings Total ~ Estimated at 1.0 hr. each)	hour	$100.81	120	$ 12,097.20
10 Project Site Visit	hour	$100.81	100	$ 10,081.00
Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	hour	$100.81	60	$ 6,048.60
Environmental Analysis and Reporting	hour	$100.81	20	$ 2,016.20
Coordination and Meetings	hour	$100.81	30	$ 3,024.30
FC 110 - GEOTECHNICAL (ENGINEERING ANALYSIS) Admin Hours				
Administrative Hours - Report Preparation and Billing	hour	$61.79	90	$ 5,561.10
SUB-TOTAL - GEOTECHNICAL ENGINEERING & ANALYSIS			**1224**	**$ 149,108.84**
TOTAL DIRECT EXPENSES (FROM BELOW)				**$ 380.00**
SUB-TOTAL - GEOTECHNICAL EXPLORATIONS AND LABORATORY TESTING (See Page 2 of 2)				**$ 257,329.20**
Raba Kistner TOTAL				**$ 406,818.04**
Millenium TOTAL				**$ 113,615.50**
GRAND TOTAL				**520,433.54**

DIRECT EXPENSES	Units	Unit Cost	Quantity	
Mileage		0.56	500	$ 280.00
Geotechnical Report Printing (Estimated at 4 copies ~ 300 sheets each) at $0.10 each	Print / Sheet	0.1	1000	$ 100.00
TOTAL DIRECT EXPENSES				**$ 380.00**

EXHIBIT D-1
TABLE OF DELIVERABLES
Method of Payment: Lump Sum

RABA KISTNER
EXHIBIT D - FEE SCHEDULE/BUDGET FOR
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
IBTC PROJECT

Limits: Segments 1, 2 and 3

TASK DESCRIPTION	Unit	Fixed Cost	Total Estimated	Task Cost
FC 110 - GEOTECHNICAL (DRILLING AND TESTING)				
LOCATION-1 (1 Proposed 10ft. Boring extending two borings at canal to 15 ft, **adding one boring to 15 ft, and one boring to 40 ft)**	LF	$27.50	655	$ 18,012.50
LOCATION-1 (1 Proposed 30ft. Boring)	LF	$27.50	1200	$ 33,000.00
LOCATION-1 (1 Proposed 60ft. Boring) 0-50 ft	LF	$27.50	500	$ 13,750.00
LOCATION 1 (1 Proposed 60ft. Boring) >50 ft.	LF	$29.50	100	$ 2,950.00
LOCATION 1 (1 Proposed 75ft. Borings) 0-50 ft.	LF	$27.50	450	$ 12,375.00
LOCATION 1 (1 Proposed 75ft. Borings) >50 ft.	LF	$29.50	225	$ 6,637.50
	LF			$ -
Grouting of Bore Holes	LF	$5.00	3130	$ 15,650.00
Mobilization / Demobilization of Drilling Rig & Support Trailer	Mi.	$4.50	2300	$ 10,350.00
Mobilization/Demobilization of Environmental Drilling Rig	Mi	$4.50	820	$ 3,690.00
Additional Cost for Environmental Drilling Techniques (10 borings to 60 ft. and 2 borings to 10 ft).	LF	$18.55	620	$ 11,501.00
Environmental Geoprobe Borings - 25 borings at 10 ft	Per Day	$2,400.00	0	$ -
Site access for Donna Lake borings - 3 days	Day	$1,200.00	3	$ 3,600.00
Disposal Cost - Assume 12 Drums at $325 per drum for Class II waste	per drum	$350.00	12	$ 4,200.00
PCBs (Method 8082)	per test	$125.00	12	$ 1,500.00
TPH (TX-1005)	per test	$50.00	0	$ -
Semi-VOCs (Method 8270)	per test	$220.00	0	$ -
RCRA 8 Heavy Metals (Methods 6010/7471)	per test	$140.00	0	$ -
SPLP Metals (Method 1312)	per test	$37.50	0	$ -
TCLP Metals (Method 1311)	per test	$37.50	0	$ -
Logging ~ Estimated at 10 hour days for **46** days of drilling	hour	$95.12	460	$ 43,755.20
Staking Boring and Utility Locations (120 Boring Locations at an estimate of 1 hr each ~ including utility clearance coord.)	hour	$105.00	120	$ 12,600.00
Traffic Control - Major (Estimated 2 days of total drilling)	day	$1,200.00	2	$ 2,400.00
Mileage ~ **46** Round Trip's (for staking of borings and support vehicle for Logger on Drilling Party)	Mi.	$0.56	2300	$ 1,288.00
Sample Preparation (Tex-101-E) ~ Proposed for each boring	each	$52.00	120	$ 6,240.00
Moisture Content (Tex-103-E) ~ Proposed on all samples, 2.5 ft. intervals for upper 10 ft, 5 ft intervals thereafter	each	$13.00	0	$ -
Atterburg Limits (Tex-104, 105 & 106-E) ~ Proposed at 2 per boring for pavements and embankments, 4 per boring on bridge, **3 per lift**	each	$69.00	0	$ -
Percent Passing No. 200 Sieve (Tex-111-E) ~ Proposed at 2 per boring for pavements and embankments, 4 per boring on bridge, **3 per**	each	$40.00	0	$ -
Sulfate Content in Soils (Tex-145-E) ~ Proposed at 59 locations on the pavement borings	each	$60.00	63	$ 3,780.00
Texas Triaxial Compression (Tex 117 E, Part II)	each	$1,000.00	6	$ 6,000.00
Consolidated Undrained Triaxial Test	each	$1,800.00	20	$ 36,000.00
Consolidation Tests	each	$612.00	10	$ 6,120.00
Laboratory Moisture Density Relationship (Proctor) Tests	each	$193.00	10	$ 1,930.00
SUB-TOTAL - GEOTECHNICAL EXPLORATIONS AND LABORATORY TESTING				**$ 257,329.20**

EXHIBIT D-2
TABLE OF DELIVERABLES
Method of Payment: Lump Sum

MILLENIUM ENGINEERS
EXHIBIT D - FEE SCHEDULE/BUDGET FOR
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
IBTC PROJECT

TASK DESCRIPTION	Unit	Hourly Rate	Estimated Hours	Task Cost
FC 110 - GEOTECHNICAL (ENGINEERING ANALYSIS) PM Hours				
Global Stability Check of; Embankments - 40 locations, 2.5 hours per location	hour	$200.91	0	$ -
Pavement Design - Concrete for SH 365 Segments 1, 2, 3 and 4	hour	$200.91	40	$ 8,036.40
Pavement Design - Concrete for IBTC Segments 1, 2 and 3.	hour	$200.91	40	$ 8,036.40
Pavement Design - Conventional Asphalt for IBTC Segments 1, 2 and 3.	hour	$200.91	40	$ 8,036.40
Deep Foundation Design and Analysis **and Lift Station Analysis (2 hours)**	hour	$200.91	0	$ -
Laying out Needed Drilling Scheme & Plan View of Boring Logs	hour	$200.91	0	$ -
Structural Evaluation of Borings (Soil Shear Strength Computations)	hour	$200.91	0	$ -
Creation of Final Boring Logs with TCP and Soil Index Testing Data (120 borings Total ~ Estimated at 0.25 hr. each)	hour	$200.91	0	$ -
5 Project Site Visit	hour	$200.91	0	$ -
Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	hour	$200.91	10	$ 2,009.10
Environmental Analysis and Reporting	hour	$200.91	0	$ -
Coordination and Meetings	hour	$200.91	20	$ 4,018.20
Pavement Cycle Analyses	hour	$200.91	100	$ 20,091.00
FC 110 - GEOTECHNICAL (ENGINEERING ANALYSIS) Geotechnical Engineer Hours				
Global Stability Check of; Embankments - 40 locations, 10 hours per location	hour	$100.81	0	$ -
Pavement Design - Concrete for SH 365 Segments 1, 2, 3 and 4	hour	$100.81	60	$ 6,048.60
Pavement Design - Concrete for IBTC Segments 1, 2 and 3.	hour	$100.81	60	$ 6,048.60
Pavement Design - Conventional Asphalt for IBTC Segments 1, 2 and 3.	hour	$100.81	60	$ 6,048.60
Deep Foundation Design and Analysis **and Lift Station Analysis (12 hours)**	hour	$100.81	0	$ -
Laying out Needed Drilling Scheme & Plan View of Boring Logs	hour	$100.81	0	$ -
Structural Evaluation of Borings (Soil Shear Strength Computations)	hour	$100.81	0	$ -
Creation of Final Boring Logs with TCP and Soil Index Testing Data (120 borings Total ~ Estimated at 1.0 hr. each)	hour	$100.81	0	$ -
10 Project Site Visit	hour	$100.81	0	$ -
Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	hour	$100.81	20	$ 2,016.20
Environmental Analysis and Reporting	hour	$100.81	0	$ -
Coordination and Meetings	hour	$100.81	10	$ 1,008.10
FC 110 - GEOTECHNICAL (ENGINEERING ANALYSIS) Admin Hours				
Administrative Hours - Report Preparation and Billing	hour	$61.79	10	$ 617.90
SUB-TOTAL - GEOTECHNICAL ENGINEERING & ANALYSIS			**470**	**$ 72,015.50**
TOTAL DIRECT EXPENSES (FROM BELOW)				**$ 76.00**
SUB-TOTAL - GEOTECHNICAL EXPLORATIONS AND LABORATORY TESTING (See Page 2 of 2)				**$ 41,524.00**
TOTAL				**$ 113,615.50**

DIRECT EXPENSES	Units	Unit Cost	Quantity	
Mileage		0.56	100	$ 56.00
Geotechnical Report Printing (Estimated at 4 copies ~ 300 sheets each) at $0.10 each	Print / Sheet	0.1	200	$ 20.00
TOTAL DIRECT EXPENSES				**$ 76.00**

EXHIBIT D-2
TABLE OF DELIVERABLES
Method of Payment: Lump Sum

MILLENIUM ENGINEERS
EXHIBIT D - FEE SCHEDULE/BUDGET FOR
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
IBTC PROJECT

Limits: Segments 1, 2 and 3

TASK DESCRIPTION	Unit	Fixed Cost	Total Estimated	Task Cost
FC 110 - GEOTECHNICAL (DRILLING AND TESTING)				
LOCATION-1 (1 Proposed 10ft. Boring extending two borings at canal to 15 ft, **adding one boring to 15 ft, and one boring to 40 ft)**	LF	$27.50	0	$ -
LOCATION-1 (1 Proposed 30ft. Boring)	LF	$27.50	0	$ -
LOCATION-1 (1 Proposed 60ft. Boring) 0-50 ft	LF	$27.50	0	$ -
LOCATION 1 (1 Proposed 60ft. Boring) >50 ft.	LF	$29.50	0	$ -
LOCATION 1 (1 Proposed 75ft. Borings) 0-50 ft.	LF	$27.50	0	$ -
LOCATION 1 (1 Proposed 75ft. Borings) >50 ft.	LF	$29.50	0	$ -
	LF			$ -
Grouting of Bore Holes	LF	$5.00	0	$ -
Mobilization / Demobilization of Drilling Rig & Support Trailer	Mi.	$4.50	0	$ -
Mobilization/Demobilization of Environmental Drilling Rig	Mi	$4.50	0	$ -
Additional Cost for Environmental Drilling Techniques (10 borings to 60 ft. and 2 borings to 10 ft).	LF	$18.55	0	$ -
Environmental Geoprobe Borings - 25 borings at 10 ft	Per Day	$2,400.00	0	$ -
Site access for Donna Lake borings - 3 days	Day	$1,200.00	0	$ -
Disposal Cost - Assume 12 Drums at $325 per drum for Class II waste	per drum	$350.00	0	$ -
PCBs (Method 8082)	per test	$125.00	0	$ -
TPH (TX-1005)	per test	$50.00	0	$ -
Semi-VOCs (Method 8270)	per test	$220.00	0	$ -
RCRA 8 Heavy Metals (Methods 6010/7471)	per test	$140.00	0	$ -
SPLP Metals (Method 1312)	per test	$37.50	0	$ -
TCLP Metals (Method 1311)	per test	$37.50	0	$ -
Logging ~ Estimated at 10 hour days for **46** days of drilling	hour	$95.12	0	$ -
Staking Boring and Utility Locations (120 Boring Locations at an estimate of 1 hr each ~ including utility clearance coord.)	hour	$105.00	0	$ -
Traffic Control - Major (Estimated 2 days of total drilling)	day	$1,200.00	0	$ -
Mileage ~ **46** Round Trip's (for staking of borings and support vehicle for Logger on Drilling Party)	Mi.	$0.56	0	$ -
Sample Preparation (Tex-101-E) ~ Proposed for each boring	each	$52.00	0	$ -
Moisture Content (Tex-103-E) ~ Proposed on all samples, 2.5 ft. intervals for upper 10 ft, 5 ft intervals thereafter	each	$13.00	989	$ 12,857.00
Atterburg Limits (Tex-104, 105 & 106-E) ~ Proposed at 2 per boring for pavements and embankments, 4 per boring on bridge, **3 per lift**	each	$69.00	263	$ 18,147.00
Percent Passing No. 200 Sieve (Tex-111-E) ~ Proposed at 2 per boring for pavements and embankments, 4 per boring on bridge, **3 per**	each	$40.00	263	$ 10,520.00
Sulfate Content in Soils (Tex-145-E) ~ Proposed at 59 locations on the pavement borings	each	$60.00	0	$ -
Texas Triaxial Compression (Tex 117 E, Part II)	each	$1,000.00	0	$ -
Consolidated Undrained Triaxial Test	each	$1,800.00	0	$ -
Consolidation Tests	each	$612.00	0	$ -
Laboratory Moisture Density Relationship (Proctor) Tests	each	$193.00	0	$ -
SUB-TOTAL - GEOTECHNICAL EXPLORATIONS AND LABORATORY TESTING				**$ 41,524.00**

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). ***NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.***

Contract #: _____ Assigned Goal: 12.2% Prime Provider Raba Kistner, Inc.

Work Authorization (WA)#: 1 WA Amount: **$520,433.54** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
FC	**$113,615.50**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: Raba Kistner, Inc. **Address: 12821 W. Golden Lane** **San Antonio, Texas 78249** **VID Number: 74-1611534** **PH: & FAX: 210-699-9090 / 210-699-6426** **Email: cschultz@rkci.com**	**Name:** Chris L. Schultz ***(Please Print)*** **Title:** President _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name: Millennium Engineers Group, Inc** **VID Number: 17429966843** **Address: P.O. Box 4569, Edinburg,Tx 78540** **PH: 956-702-8500** **Email: rpalma@megengineers.com**	**Name:** Raul Palma ***(Please Print)*** **Title:** President _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

Item 3F

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3F**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/24/14**
FINANCE COMMITTEE		**MEETING DATE**	**7/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014-73 – APPROVAL OF WORK AUTHORIZATION NUMBER 1 TO PROFESSIONAL SERVICE AGREEMENT WITH L&G LABORATORY TO PROVIDE GEOTECHNICAL ENGINEERING SERVICES FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___ No

   Approval of Work Authorization Number 1 to Professional Service Agreement with L&G Laboratory to provide Geotechnical Engineering Services in the amount of $698,842.88.

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 Work Authorizations	$ 0.00
Proposed Work Authorization Number 1	**$698,842.88**

2. Staff Recommendation**: Motion to approve Resolution 2014-72 - Approval of Work Authorization Number 1 to the Professional Service Agreement with L&G Laboratory to provide Geotechnical Engineering Services in the amount of $698,842.88 for a maximum payable fee of $698,842.88.**

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: July 14, 2014

Re: **Approval of Work Authorization Number 1 to Professional Service Agreement with L&G Laboratory for Geotechnical Engineering Services**

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 L&G Laboratories, Raba Kistner and Terracon for Geotechnical Engineering Services. On December 13, 2013, the HCRMA Board of Directors interviewed firms, selected Raba Kistner and L&G Laboratories and authorized staff to negotiate professional service agreements with both firms.

Goal
With approval of the update to the HCRMA 2015-2019 Strategic Plan, the International Bridge Trade Corridor (IBTC) Project is schedule to bid in December of 2015. In order to meet this schedule, final plans, specifications and estimates will need to be prepared by a consulting engineer. In order for the final design to be completed, geotechnical engineering services will be necessary to determine sub-surface conditions for design of structural elements and the pavement structure.

Staff has negotiated Work Authorization Number 1 with L&G Laboratory in the amount of $698,842.88 to provide the following Geotechnical Engineering Services on the IBTC Project:

- Drill test boring and analyze the existing strata and develop boring logs
- Analyze soil shear strength at various locations
- Develop foundation capacity curves
- Model global stability and provide settlement analysis of retaining walls
- Provide parameters for use in scour analysis
- Recommend foundation type and construction
- Provide recommendation for salvage flexible base

Options
The Board of Directors could chose to not award the Work Authorization Number 1 or defer action to a future agenda.

Recommendation
Based on review by this office, **approval of Resolution 2014-72– Approval of Work Authorization Number 1 to the Professional Service Agreements with L&G Laboratory in the amount of $698,842.88 is recommended as presented.**

If you should have any questions or require additional information, please advise.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 72

APPROVAL OF WORK AUTHORIZATION NUMBER 1 TO
PROFESSIOAL SERVICES AGREEMENT WITH L&G
LABORATORY FOR GEOTECHNICAL ENGINEERING SERVICES
FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT

THIS RESOLUTION is adopted this 23rd day of July, 2014 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, 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 Geotechnical Engineering Services and recommends that Board of Directors interview Raba Kistner, L&G Laboratory and Terracon; and

WHEREAS, on January 22, 2014, the Board of Directors the Board of Directors formally interviewed 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 of Raba Kistner and L&G Laboratory for Geotechnical Engineering Services; and

WHEREAS, on July 23, 2014, the Authority approved a Professional Service Agreements with L&G Laboratory for Geotechnical Engineering Services for the International Bridge Trade Corridor Project (IBTC); and

WHEREAS, staff has negotiated Work Authorization Number 1 to the Professional Service Agreement with L&G Laboratory for Geotechnical Engineering Services for the IBTC Project; and

WHEREAS, the Authority has determined it is necessary to approve Work Authorization Number 1 to the Professional Service Agreement with L&G Laboratory for Geotechnical Engineering Services for the IBTC Project in the amount of $698,842.88;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Work Authorization Number 1 to Professional Service Agreements with L&G Laboratory for Geotechnical Engineering Services for the International Bridge Trade Corridor Project, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Work Authorization Number 1 to Professional Service Agreement with L&G Laboratory for Geotechnical Engineering Services.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of July, 2014, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

Exhibit A

Work Authorization Number 1 to Professional Service Agreements
with
L&G Laboratory
for
Geotechnical Engineering Services
for
the
International Bridge Trade Corridor

WORK AUTHORIZATION NO. 1

ATTACHMENT D-1

WORK AUTHORIZATION NO. __1__
AGREEMENT FOR ENGINEERING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Engineering Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and L&G Engineering Laboratory, LLC (the Engineer).

PART I. The Engineer will perform engineering design services generally described as in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the Authority and the Engineer as well as the work schedule are further detailed in exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is $698,842.88 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 IBTC Geo-Technical / Segment 0010 IBTC Geotechnical Borings and Investigations for: Bridge, Retaining Walls, and Flexbase Salvage.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	_____
(Jacinto Garza)	(Pilar Rodriguez)
_____	_____
(President)	(Executive Director)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

Exhibit A	Services to be provided by the Authority
Exhibit B	Services to be provided by the Engineer
Exhibit B-1	IBTC Location Map
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Exhibit H-2	Subprovider Monitoring System Commitment Agreement

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

GENERAL
This contract will include the following items of work which may have overlap due to accelerated schedule:

APD Coordination with **AUTHORITY** for Final Environmental documentation

PS&E P.S. & E. Development

The **AUTHORITY** will provide the following general items.
1. Authorization to begin work.
2. Timely payment for work performed by the **Engineer** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project.
5. Review and approve the **Engineer**'s progress schedule with milestone activities and/or deliverables identified.
6. Provide timely review and decisions in accordance with **TxDOT's Advanced Funding Agreement for SH365** in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule identified in Attachment F.
7. Request Project CSJ's from TxDOT.

ROUTE AND DESIGN STUDIES (FC 110)
The **AUTHORITY** will provide the following:

Design Criteria
1. Attend Design Concept Conference to approve design criteria.
2. Review/approve Design Summary Report.
3. Attend and participate in the Value Engineering Study

Schematic Update
1. Provide all design and reference files in electronic (.dgn) format for existing schematic.
2. Provide drainage layout currently on file in Arcview Format.

SOC, ECO AND ENVIRON STUDIES & PUBLIC INVOLVEMENT (FC 120)

The **AUTHORITY** will provide the Environmental Document and electronic Constraints map for the project for development of the Environmental Permits, Issues and Commitments (EPIC) sheets and any other compliance issues.

RIGHT-OF-WAY DATA (FC 130)

The **AUTHORITY** will provide the following:

1. Assist the **Engineer**, as necessary, with coordination of any utility relocations that may be required.
2. Ownership Data in a .dgn file
   a. Ownership Information shall be provided for the corridor width.
   b. All utility ownership shall be provided.
3. Parcel plats & Right-of-Way Map.
   a. A ROW map, parcel plats and field notes shall be prepared and furnished.
   b. ROW map and field notes shall be revised as required due to changes in Highway Design, Ownership Changes or Revised Parcel Numbering. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
   c. ROW map must depict all improvements affecting ROW.
   d. ROW map must meet all requirements as specified in TxDOT ROW manuals.
4. Utility Adjustments:
   AUTHORITY (TxDOT as necessary) will execute utility agreements provided by the Engineer for all required utility adjustments.
5. Survey and Stake Right-of-Way
6. Right of Entry to all affected properties located within the project limits.
7. Deliverables: Right of way Map in electronic format (.dgn).

FIELD SURVEYING AND PHOTOGRAMMETRY (FC 150)

The **AUTHORITY** will provide the following:

Deliverables:

1. Survey Control Data Sheets signed and sealed by a RPLS on mylar 11X17 sheets.
2. 2d-planimetric, 3d-digital terrain model in a Microstation (.dgn) format delivered on CD ROM media. Also to be included is the TIN file, and Geopak files utilized and/or generated by Surveyor.
3. One Hard Copy of Field Surveying Book
4. All survey information required for the development of the PS&E for the project.

DRAINAGE (FC 161)

The **AUTHORITY** will provide the following:

1. Timely review/approval of the Hydraulic Study.

MISCELLANEOUS ROADWAY (FC 163)

The **AUTHORITY** will provide the following:

1. Timely review and approval of TCP in coordination with TxDOT.
2. Provide Aesthetic plans and details for project.

MANAGEMENT (FC 164)

The **AUTHORITY** will provide the following:

1. Attend/participate in progress meetings as required.
2. Timely review of submittals as required.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

GENERAL SCOPE OF WORK

The work to be performed by the **Consultant** under this work authorization shall consist of; Geotechnical Drilling, Geotechnical Laboratory Testing and Geotechnical Engineering Services for the IBTC project hereinafter denoted as the **Project.** This report will include the tasks listed in detail below.

The **Consultant** shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Work Authorization, except as otherwise specified to be provided by the **Engineer**.

The **Consultant** will develop/submit a work schedule that identifies milestone activities and/or deliverables, and that is conformable to the schedule outlined in **ATTACHMENT "C"**.

Specific activities to be performed by the **Consultant** include the following:

I. Geotechnical Drilling and Miscellaneous Field Services

The **Consultant** will coordinate with the **Engineer** for verification of project vicinity map indicating general boring site locations.

The **Consultant** will provide drilling/excavation and sampling of subsurface materials as follows in accordance with this Work Authorization:

- Structural Borings
  - Sixty-Four (64) Borings will be drilled (Borings will be advanced to a depth of approximately 75 feet below the existing top of natural ground)

- Retaining Wall Borings
  - Thirty-Three (33) Borings will be drilled (Borings will be advanced to a depth of approximately 30 feet below existing top of natural ground)

- Existing Pavement Section (Salvaged Base and ACP) Extraction Locations
  - Six (6) Locations will be extracted for testing of the salvaged base and asphalt concrete testing for potential usage as flexible base and recycled asphalt pavement (RAP) (Excavations will be advanced to a depth of approximately the bottom of the existing flexible base layer) (Salvage Locations will require saw-cutting existing pavement and replacing excavated volume with ACP Cold-Mix or Concrete backfill.) (Locations will be along FM 3072 Dicker Rd.)

The **Consultant** will stake the boring locations and provide utility clearances prior to performing the field exploration portion of the project. The **Engineer** will be responsible to provide any necessary permits or authorization to access areas (right of entry) where borings are to be drilled. All borings will be located in the field by a representative of the **Consultant**. All boring locations will be documented with GPS coordinates.

The borings will be advanced to the depth noted above and the in-situ soil testing will be performed in accordance with ASTM and TxDOT Standard Test Procedures (Tex-132-E – Texas Cone Penetration for All Borings) and in general accordance with the TxDOT Geotechnical Manual. The soils will be sampled as needed to verify subsurface materials and strata changes. Final drilling depths and elevations will be based on topographic conditions at the time of drilling operations.

All samples will be removed from the sample apparatus during drilling operations. The **Consultant** will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to the laboratory testing facility.

Drilling services will include an initial water strike depth and a 24-hour water level reading at each boring location. Following completion of drilling and sampling, all boreholes will be backfilled with soil cuttings from the completed borings. If there are insufficient soil cuttings available, alternate fill will be used to backfill the completed boreholes.

This proposal does not include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to regrade the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required;
- Encountering hazardous or contaminated soils or substances during our field activities.

The **Consultant** will notify the **Engineer** should these services become necessary to complete field exploration activities, and if approved by the **Engineer**, additional negotiated fee and scope will be incorporated through a Supplemental Work Authorization.

II. Geotechnical Laboratory Testing Services

Geotechnical Laboratory Testing will be performed on the samples recovered during the field study to evaluate their physical and engineering properties. Testing shall include several of the following test procedures:

(1) Atterberg Limits (ASTM D4318 or Tex-104-E, 105-E, 106-E)
This procedure will be used to aid in the classifying of the soil and to provide information on the potential vertical rise and contraction of the soil. Test data furnished will include Liquid Limit, Plasticity Index, and Linear Shrinkage test results.

(2) Gradation (-200) (ASTM D1140 or Tex-111-E)
This procedure will be used to aid in the classifying of the soil. A No. 200 sieve will be used to distinguish fine grained material as well as for cohesive soils.

(3) Lab. Determination of Moisture in Soils (ASTM D2216 or Tex-103-E)
This procedure will aid in determining the in-situ moisture of the soil to be able to evaluate the potential vertical rise and contraction of the soil.

(4) Sulfate Content of Soil (ASTM C1580 or Tex-145-E)
This procedure will identify the soluble sulfate content of soil by using the colorimetric method. The results of this procedure are typically utilized with regard to structures, to determine the presence of extreme amounts of soluble sulfates in soils which can mark a necessity for the use of Sulfate Resistant Concrete (> than 1000 ppm).

(5) Consolidation Testing (ASTM D2435)
This procedure is utilized to predict the magnitude and potential rate of consolidation of soil in laboratory mimicked field conditions (laterally restrained and axially drained) while subjected to controlled stress loading increments.

(6) Triaxial Testing (Salvage Base) (Tex-117-E)
This procedure determines the shearing resistance, water absorption, and expansion of soils and/ or soil-aggregate mixtures. Shearing resistance values will be used to determine the salvage base criteria for the existing material.

(7) Gradation/Asphalt Content of ACP (Tex-200-F/Tex-236-F)

This test method is used to determine the particle size distribution of aggregate samples using standard U.S. sieves with square openings (Tex-200-F). The asphalt content will also be provided by Ignition Method (Tex-236-F).

III. Geotechnical Engineering Services

The **Consultant** will utilize information gathered from the field and laboratory testing to provide the **Engineer** with Geotechnical Engineering results and analyses for the **Project**. The findings and conclusions derived from the results and analyses will be presented in a written engineering report (technical memorandum) and provided to the **Engineer** (three (3) copies). The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples at the boring locations and subsurface water conditions encountered. The report will provide analyses and/or engineering recommendations as follows:

- Developing and Coordinating Final Plan & Drilling/Testing Scheme for Borings
- Analyses of Existing Strata and Development of Boring Logs
- Analyses of Soil Shear Strength Models for Locations (For Use w/ Ret. Walls)
- Development of Foundation Capacity Curves (Various Options – Piling & Drilled Shafts)
- Global Stability Modeling of Ret. Walls incl. Ext. Stability (GSTABL) (Approx. 38 Walls)
- Completion of Parameters for Use in MSE (DD) Sheet
- Completion of Parameters for Use in Scour Analysis (D50-D90 Analysis)
- Settlement Analysis of Ret. Walls (at Embank Sections) (Where Necessary)
- Foundation Type and Construction Recommendations
- Recommendations for Salvaged Base (Flexible Base and ACP)

The report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

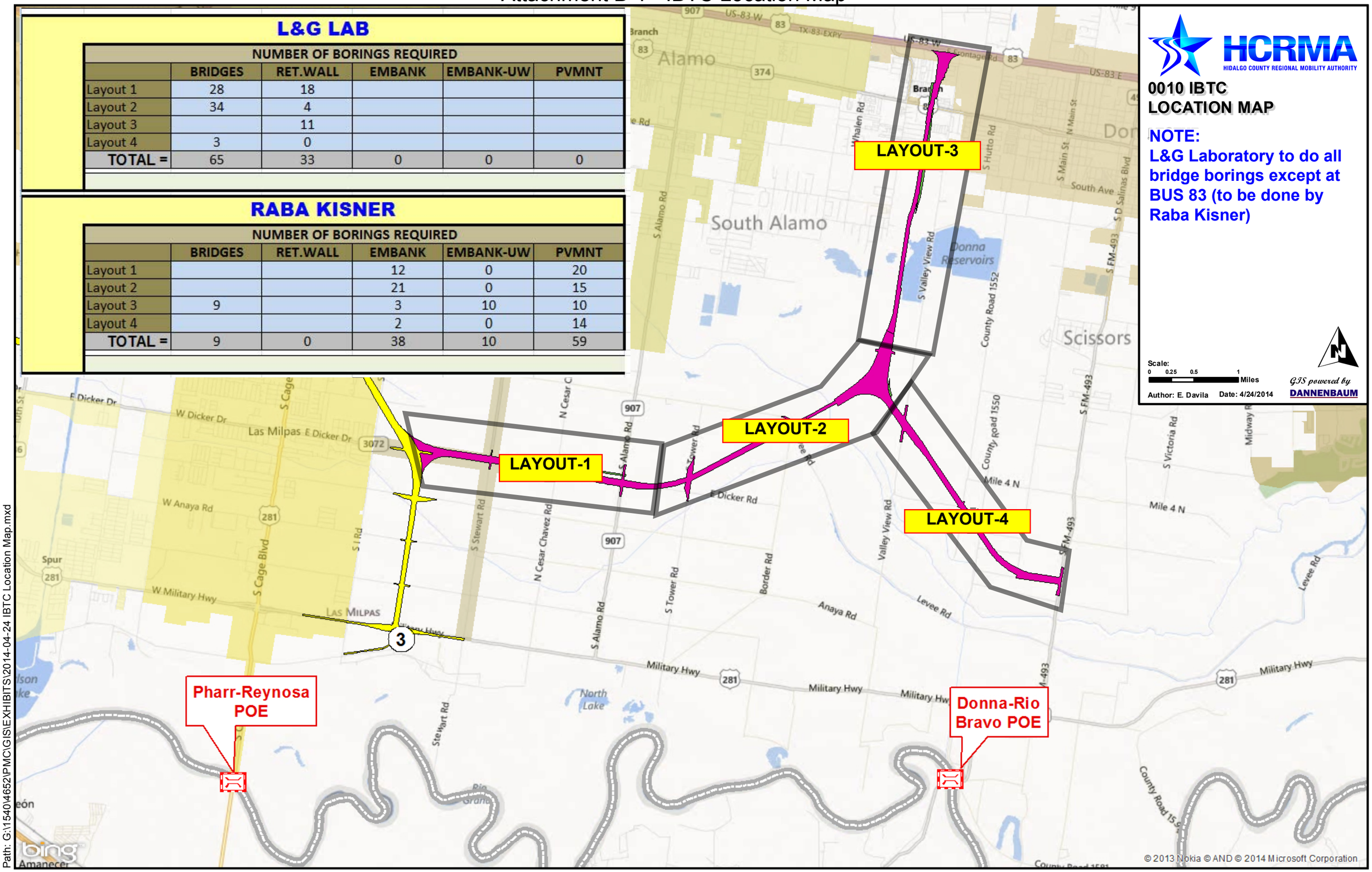
Attachment B-1 - IBTC Location Map

L&G LAB

NUMBER OF BORINGS REQUIRED					
	BRIDGES	RET.WALL	EMBANK	EMBANK-UW	PVMNT
Layout 1	28	18			
Layout 2	34	4			
Layout 3		11			
Layout 4	3	0			
TOTAL =	65	33	0	0	0

RABA KISNER

NUMBER OF BORINGS REQUIRED					
	BRIDGES	RET.WALL	EMBANK	EMBANK-UW	PVMNT
Layout 1			12	0	20
Layout 2			21	0	15
Layout 3	9		3	10	10
Layout 4			2	0	14
TOTAL =	9	0	38	10	59



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

0010 IBTC LOCATION MAP

NOTE:
L&G Laboratory to do all bridge borings except at BUS 83 (to be done by Raba Kisner)

Scale: 0 0.25 0.5 1 Miles

Author: E. Davila Date: 4/24/2014

GIS powered by DANNENBAUM

Path: G:\1540\4652\PMC\GIS\EXHIBITS\2014-04-24 IBTC Location Map.mxd

Exhibit B1 - Layout 1

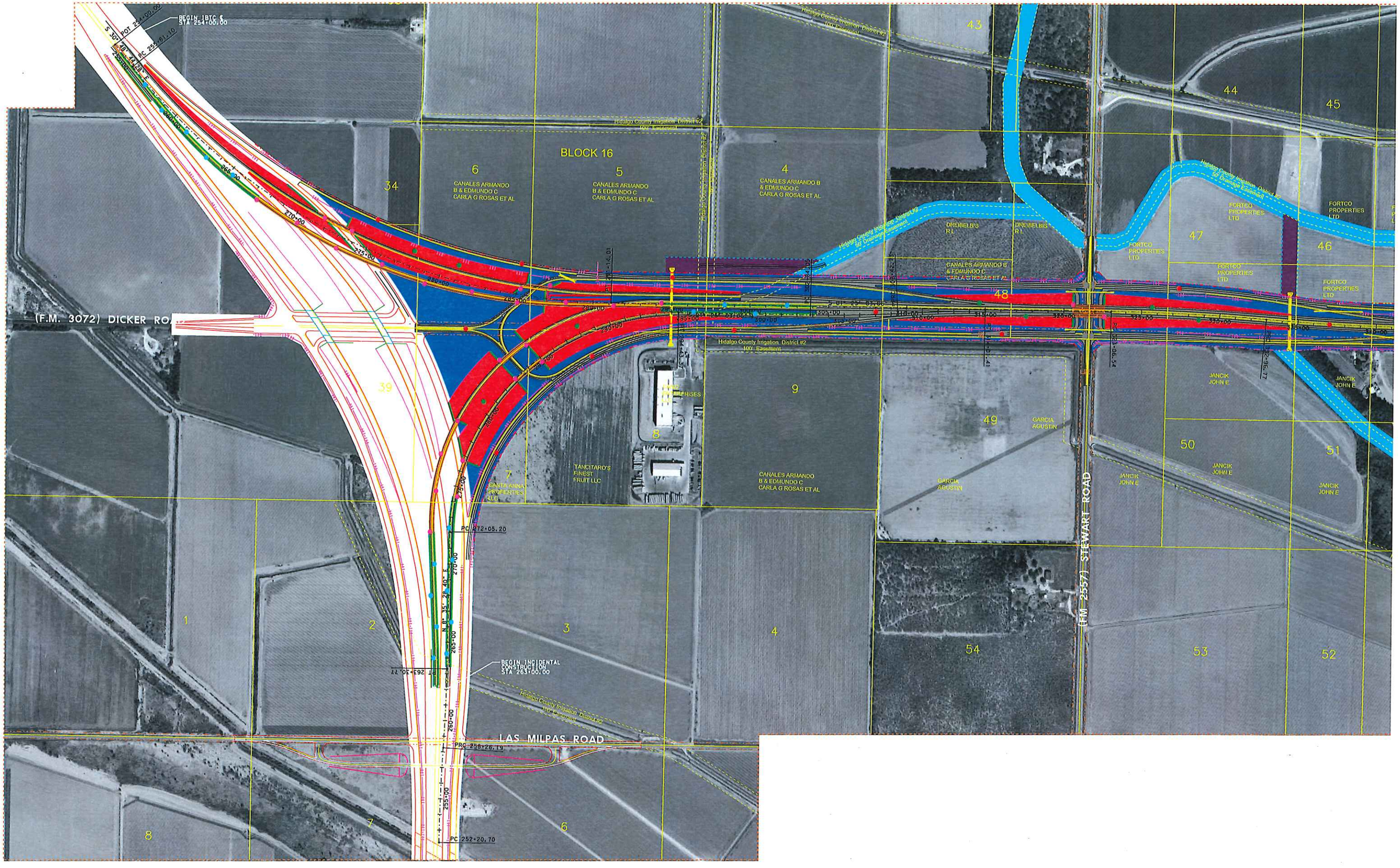


Exhibit B1 - Layout 1

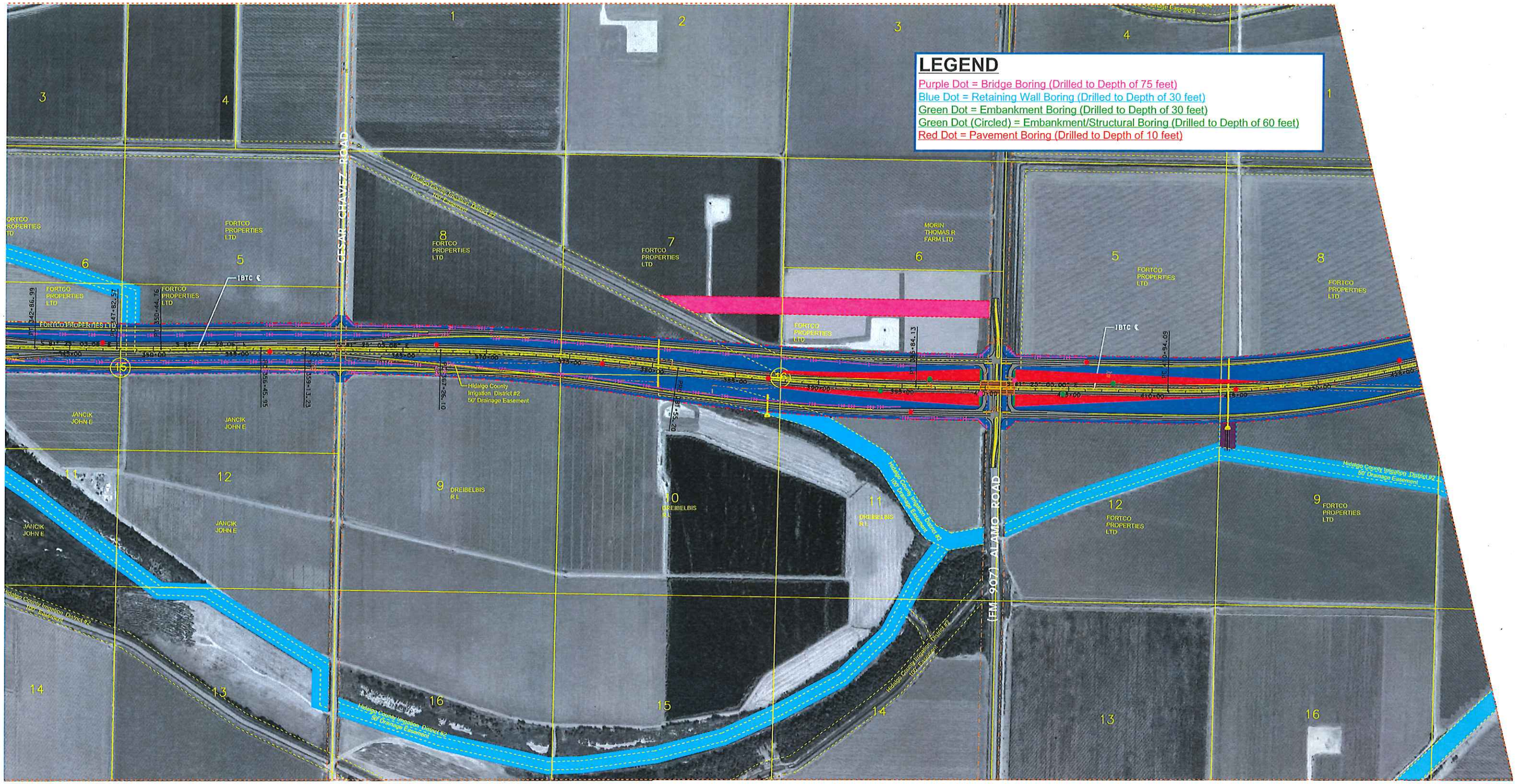
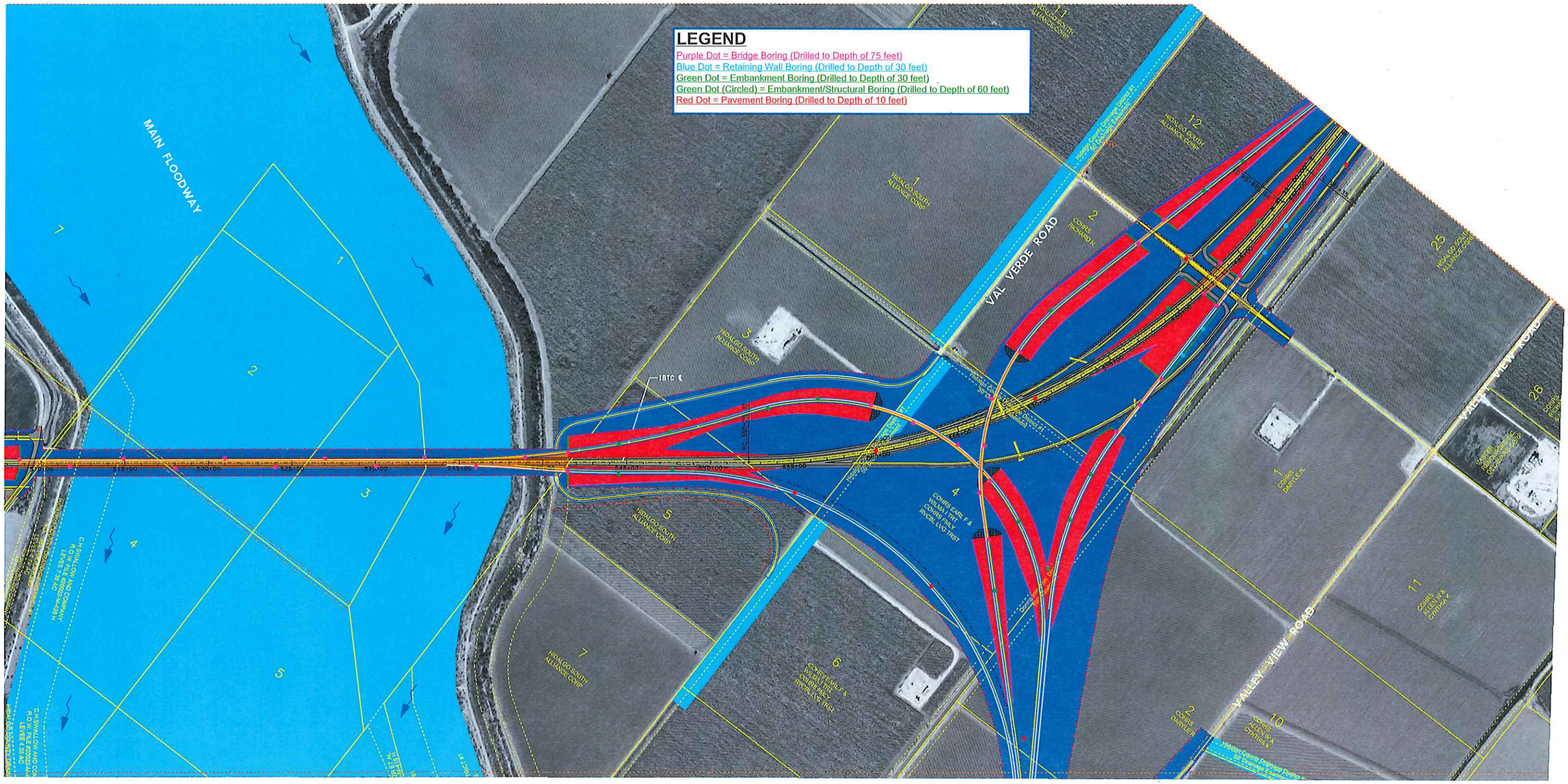


Exhibit B1 - Layout 2

Exhibit B1 - Layout 2



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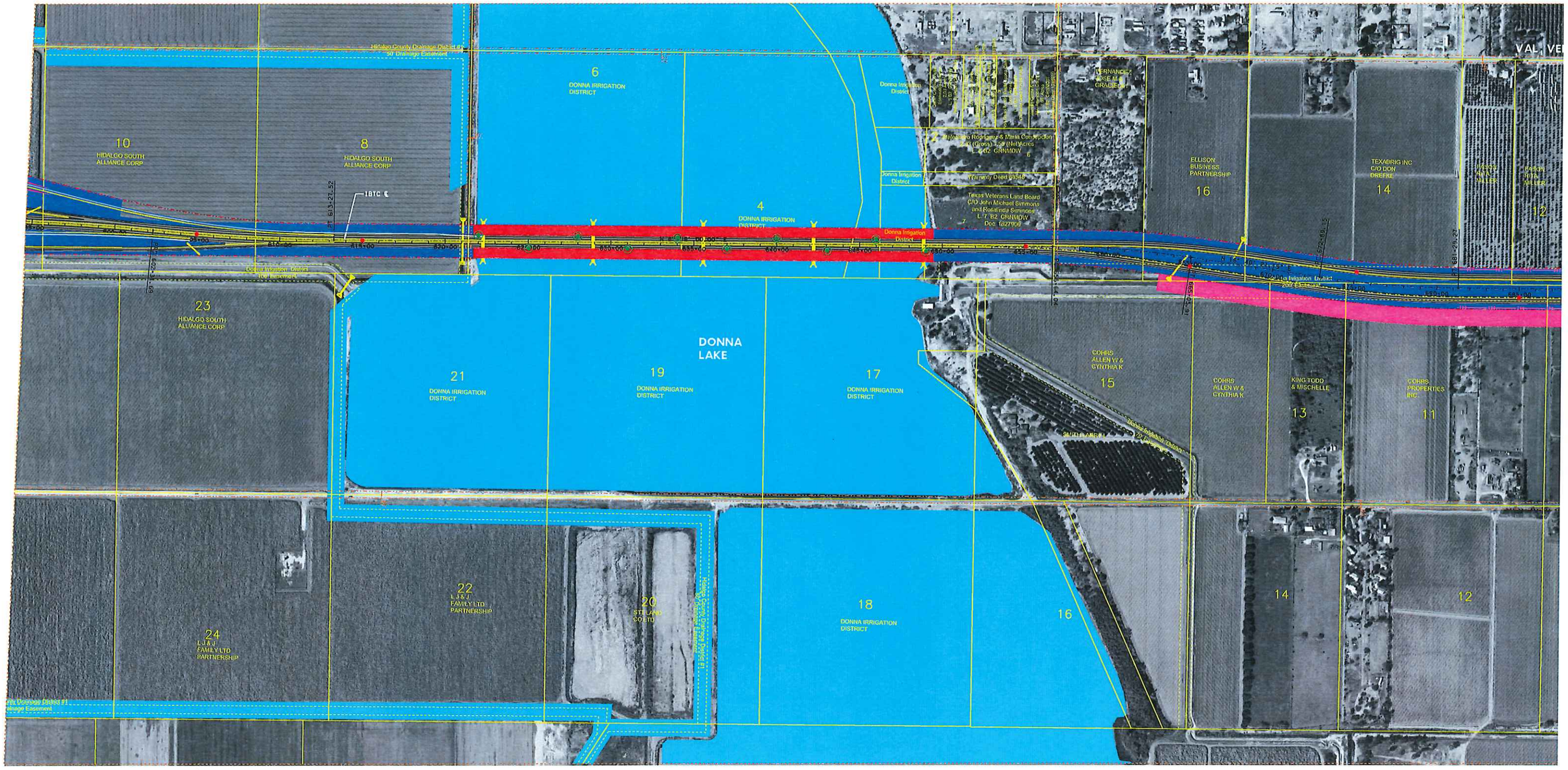

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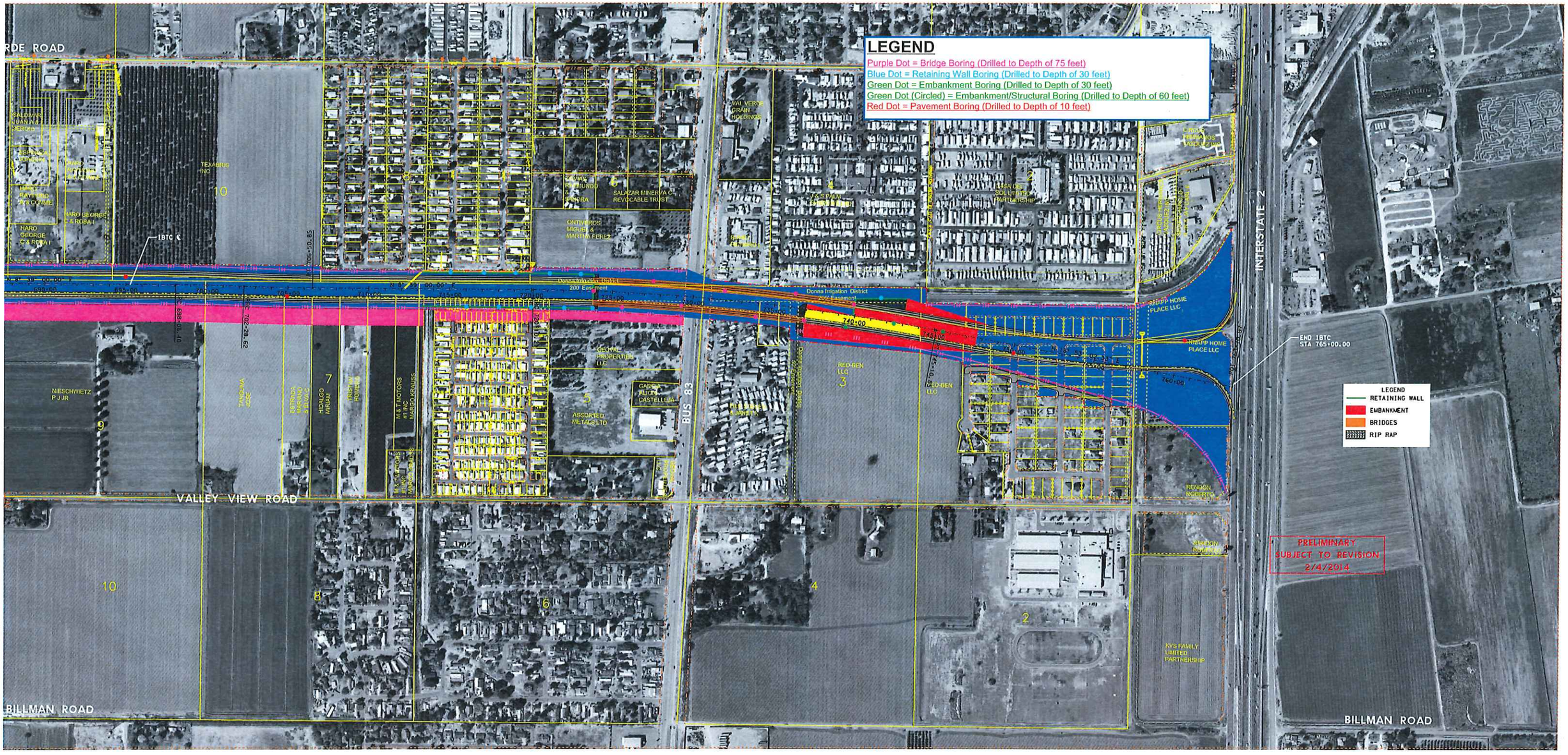

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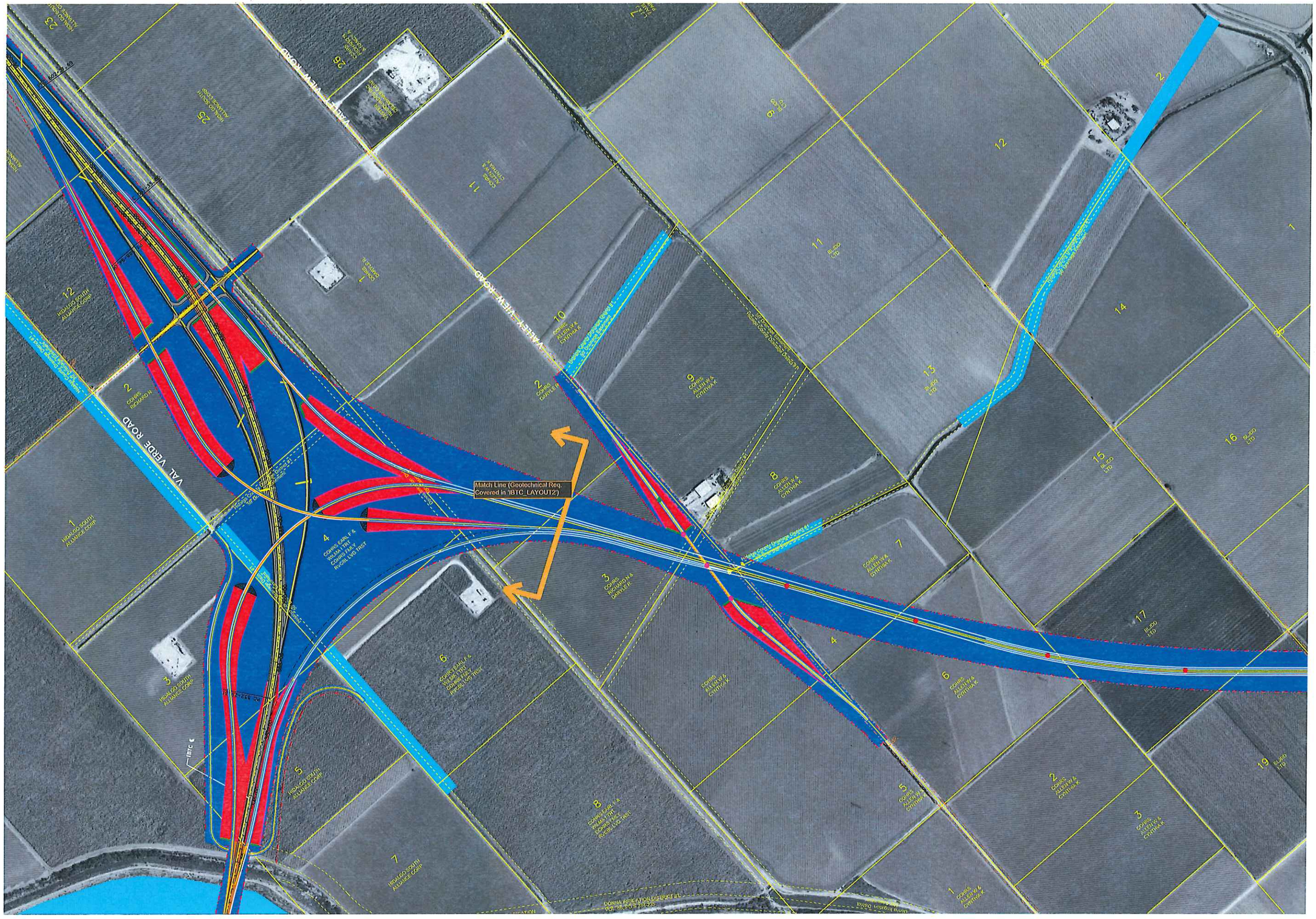


Exhibit B1 - Layout 4

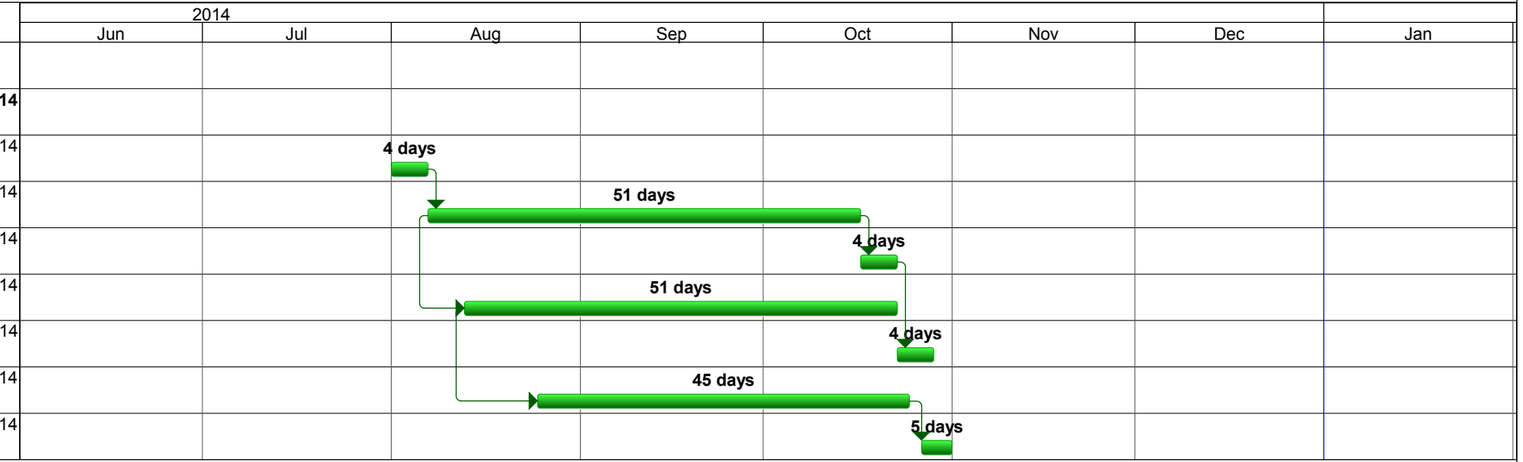
EXHIBIT C
WORK SCHEDULE

L&G Engineering Laboratory, LLC

IBTC GEOTECHNICAL DRILLING, TESTING & ENG.

Attachment F - Work Schedule

ID	Task Name	Duration	Start	Finish
1				
2	**GEOTECHNICAL DRILLING, TESTING & ENGINEERING**	**66 days**	**Fri 8/1/14**	**Fri 10/31/14**
3	**Stake & Clear Borings (Utilities)**	4 days	Fri 8/1/14	Wed 8/6/14
4	**Geotechnical Field Drilling**	51 days	Thu 8/7/14	Thu 10/16/14
5	**Pavement Trenching & Salvage Retrieval**	4 days	Fri 10/17/14	Wed 10/22/14
6	**Geotechnical Laboratory Testing - Soils**	51 days	Wed 8/13/14	Wed 10/22/14
7	**Geotechnical Laboratory Testing - Pavement**	4 days	Thu 10/23/14	Tue 10/28/14
8	**Geotechnical Engineering & Report**	45 days	Mon 8/25/14	Fri 10/24/14
9	**QA/QC Report & Deliverable to HCRMA GEC**	5 days	Mon 10/27/14	Fri 10/31/14



Geotechnical Tasks

EXHIBIT D
FEE SCHEDULE BUDGET

EXHIBIT D - FEE SCHEDULE/BUDGET
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)
IBTC PROJECT

Prime: L&G Engineering Laboratory, LLC
Sub: B2Z Engineering, LLC

Schedule Duration: TBD

Limits: From SH 365/IBTC Connector to FM 493 and I-2 (All Brg Except IBTC @ Bus. 83, All Ret. Walls)

TASK DESCRIPTION	Unit	Project Manager Hourly Rate	Estimated Hours	Task Cost
FC 110 - GEOTECHNICAL (ENGINEERING ANALYSIS)				
Laying out Needed Drilling Scheme & Plan View of Boring Logs	See Detailed Cost Proposal from B2Z Engineering - Page 3 of 3			$ 7,201.12
Creation of Final Boring Logs with TCP and Soil Index Testing Data (97 borings Total ~ Estimated at 1 hr. each)	hour	$176.53	96	$ 16,946.88
Structural Evaluation of Borings (Soil Shear Strength Computations) (38 Ret. Walls ~ Est. at 4 hrs. per wall)	hour	$176.53	152	$ 26,832.56
GSTABL ~ Global Stability of all RETWALL incl. Ext. Stability Checks (38 Ret. Walls ~ Est. at 12 hrs. per wall)	See Detailed Cost Proposal from B2Z Engineering - Page 3 of 3			$ 80,442.16
Complete RW MSE (DD) Sheet - Sign and Seal for All MSE Walls (38 Ret. Walls ~ Est. at 2 hrs. per wall)	hour	$176.53	76	$ 13,416.28
Settlement Analysis for All MSE Wall Embank Sections (Est. at 16 hrs. per major embank section ~ 6 sections)	hour	$176.53	96	$ 16,946.88
Deep Foundation Analysis & Design for SH365-IBTCDC - 7Brg, Stew., Alamo, Tower, Fldwy, IBTC DC - 5Brg, Unk, VV	hour	$176.53	216	$ 38,130.48
Analyze Salvage Testing Info for Future Usage (Est. at 4 hrs. per salvage test section ~ 6 sections)	hour	$176.53	24	$ 4,236.72
Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	hour	$176.53	180	$ 31,775.40
Coordination and Meetings (incl. Manage of Field/Lab (0.5 hr/day), Coord. w/ GEC, Mtg. w/ GEC)	hour	$176.53	80	$ 14,122.40
SUB-TOTAL - GEOTECHNICAL ENGINEERING & ANALYSIS (By Prime: L&G Lab)			**920**	**$ 162,407.60**
SUB-TOTAL - GEOTECHNICAL ENGINEERING & ANALYSIS (By Sub-Consultant: B2Z Eng)			**496**	**$ 87,643.28**
TOTAL DIRECT EXPENSES (FROM BELOW)				**$ 1,050.00**
SUB-TOTAL - GEOTECHNICAL EXPLORATIONS AND LABORATORY TESTING (By Prime: L&G Lab) (See Page 2 of 3)				**$ 447,742.00**
GRAND TOTAL				**$ 698,842.88**

DIRECT EXPENSES	Units	Unit Cost	Quantity	
Mileage				$ -
Geotechnical Report Printing (Estimated at **6** copies ~ **250** sheets each) at $**0.70** each	Print / Sheet			$ 1,050.00
TOTAL DIRECT EXPENSES				**$ 1,050.00**

EXHIBIT D- FEE SCHEDULE/BUDGET
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)
IBTC PROJECT

L&G Engineering Laboratory, LLC

Limits: From SH 365/IBTC Connector to FM 493 and I-2 (All Brg Except IBTC @ Bus. 83, All Ret. Walls)

TASK DESCRIPTION	Unit	Fixed Cost	Total Estimated	Task Cost
FC 110 - GEOTECHNICAL (DRILLING AND TESTING)				
Bridge Borings (All Borings at 75 ft. Depth (>50 ft) so Assume $29.50 Rate Applies Throughout)				
SH 365 to IBTC DC - (3 Brg. - N-WB-NBDC-1, N-WB-NBDC-2, N-SB-EBDC-1) (2+2+10 Prop. 75ft. Borings)	LF	$29.50	1050	$ 30,975.00
SH 365 to IBTC DC - (4 Brg. - S-WB-SBDC-1, S-WB-SBDC-2, S-NB-EBDC-1, S-NB-EBDC-2) (4+2+2+2 Prop. 75ft. Borings)	LF	$29.50	750	$ 22,125.00
IBTC @ Stewart Rd. OP (2 Prop. 75ft. Borings)	LF	$29.50	150	$ 4,425.00
IBTC @ Alamo Rd. (FM 907) OP (2 Prop. 75ft. Borings)	LF	$29.50	150	$ 4,425.00
IBTC @ Tower Rd. UP (3 Prop. 75ft. Borings)	LF	$29.50	225	$ 6,637.50
IBTC @ Main Floodway Brg. (13 Prop. 75ft. Borings)	LF	$29.50	975	$ 28,762.50
IBTC to I-2 / FM 493 DC (Triangle DC's) (1 Brg. - WB-WBDC-1) (4 Prop. 75ft. Borings)	LF	$29.50	300	$ 8,850.00
IBTC to I-2 / FM 493 DC (Triangle DC's) (2 Brg. - SB-EBDC-1, SB-EBDC-2) (5+2 Prop. 75ft. Borings)	LF	$29.50	525	$ 15,487.50
IBTC to I-2 / FM 493 DC (Triangle DC's) (2 Brg. - WB-NBDC-1, WB-NBDC-2) (3+2 Prop. 75ft. Borings)	LF	$29.50	375	$ 11,062.50
IBTC @ Unknown Road OP (Connector btwn Val Verde & Valley View) (2 Prop. 75ft. Borings)	LF	$29.50	150	$ 4,425.00
IBTC @ Valley View Rd. OP (2 Prop. 75ft. Borings)	LF	$29.50	150	$ 4,425.00
Retaining Wall Borings (All Borings at 30 ft. Depth (<50 ft) so Assume $27.50 Rate Applies Throughout)				
RW @ SH 365 to IBTC DC (North DC - 2 Walls) (5 Prop. 30ft. Borings)	LF	$27.50	150	$ 4,125.00
RW @ SH 365 to IBTC DC (South DC - 4 Walls) (9 Prop. 30ft. Borings)	LF	$27.50	270	$ 7,425.00
RW @ SH 365 to IBTC DC (East N-S Combine DC - 2 Walls) (4 Prop. 30ft. Borings)	LF	$27.50	120	$ 3,300.00
RW @ Unknown Road OP (West RW - 2 Walls) (4 Prop. 30ft. Borings)	LF	$27.50	120	$ 3,300.00
RW @ Bus. 83 OP (South - 3 Walls) (10 Prop. 30ft. Borings)	LF	$27.50	300	$ 8,250.00
RW @ Bus. 83 OP (North - 1 Wall) (1 Prop. 30ft. Borings)	LF	$27.50	30	$ 825.00
Grouting of Bore Holes	LF	$5.00	0	$ -
Mobilization / Demobilization of Drilling Rig & Support Trailer (Adj to 1 per day to account for Mileage of Rig/Water Truck @ 40 miles)	Mi.	$4.50	3000	$ 13,500.00
Logging ~ Estimated at **10** hour days for **75** days of drilling (Not included in the cost/lf of drilling as per contract)	hour	$105.00	750	$ 78,750.00
Staking Boring and Utility Locations (**97** Boring Locations at an estimate of **1** hr each ~ including utility clearance coord.)	hour	$105.00	97	$ 10,185.00
Traffic Control - Major (Estimated **0** days of total drilling)	day	$1,750.00	0	$ -
Mileage ~ **85** Round Trip's (for staking of borings and support vehicle for Logger on Drilling Party)	Mi.	$0.55	3400	$ 1,870.00
Sample Preparation (Tex-101-E) ~ Proposed at **15** locations on the **75**ft. Borings and **6** locations on the **30**ft. Borings	each	$52.00	1158	$ 60,216.00
Moisture Content (Tex-103-E) ~ Proposed at **15** locations on the **75**ft. Borings and **6** locations on the **30**ft. Borings	each	$13.00	1158	$ 15,054.00
Atterberg Limits (Tex-104, 105 & 106-E) ~ Proposed at **8** locations on the **75**ft. Borings and **4** locations on the **30**ft. Borings	each	$69.00	644	$ 44,436.00
Percent Passing No. 200 Sieve (Tex-111-E) ~ Proposed at **8** locations on the **75**ft. Borings and **4** locations on the **30**ft. Borings	each	$40.00	644	$ 25,760.00
Full Sieve Analysis w/ Hydrometer (Tex-110-E) ~ Proposed at **1** location on the **75**ft. Borings (at Main Floodway Crossing Only)	each	$52.00	13	$ 676.00
Sulfate Content in Soils (Tex-145-E) ~ Proposed at **1** location on the **75**ft. Borings	each	$60.00	64	$ 3,840.00
Consolidation Test or 1D Swell (ASTM-D2435 or ASTM-D4546) ~ Proposed at **1** location on the**30**ft. Borings	each	$350.00	33	$ 11,550.00
Trenching to Obtain In-Situ Flexible Base, Detemine Pavement Thickness (Sawcut Pavement, Replace Exc.) (6 Locations)	each	$1,000.00	6	$ 6,000.00
Texas Triaxial Compression Test (TEX-117-E) ~ Proposed at **1** location on each Salvage Test Location (6 Locations)	each	$1,000.00	6	$ 6,000.00
Extraction/Gradation of ACP (TEX-200-F, 236-F) ~ Proposed at **1** location on each Salvage Test Location for ACP (6 Locations)	each	$180.00	6	$ 1,080.00
SUB-TOTAL - GEOTECHNICAL EXPLORATIONS AND LABORATORY TESTING (By Prime: L&G Lab)				**$ 447,742.00**

EXHIBIT D - FEE SCHEDULE/BUDGET
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)
IBTC PROJECT

Sub: B2Z ENGINEERING, LLC

HCRMA ~ Limits: From SH 365/IBTC Connector to FM 493 and I-2 (All Brg Except IBTC @ Bus. 83, All Ret. Walls)			MANHOURS							
			Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Engineering Technician	Engineering Technician	Admin/Clerical	Total
	TASK									
	1	Laying out Needed Drilling Scheme & Plan View of Boring Logs	6	34						40
	2	GSTABL ~ Global Stability of all RETWALL incl. Ext. Stability Checks (38 Ret. Walls ~ Est. at 12 hrs. per wall)	40	416						456
										0
										0
										0
										0
										0
										0
		Subtotal	**46**	**450**	**0**	**0**	**0**	**0**	**0**	**496**
Labor Hours			**46**	**450**	**0**	**0**	**0**	**0**	**0**	**496**
Contract Rates			$ 229.43	$ 171.31						
Total Labor Costs			**$ 10,553.78**	**$ 77,089.50**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 87,643.28**

B2Z Engineering, LLC Total Cost **$ 87,643.28**

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). ***NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.***

Contract #: _____ Assigned Goal: 12.2% Prime Provider L&G Engineering Laboratory, LLC

Work Authorization (WA)#: 1 WA Amount: **$698,842.88** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
FC	**$87,643.28**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: L&G Engineering Laboratory, LLC **Address: 2100 W. Expressway 83, Mercedes, Texas 78570** **VID Number: 17430894406** **PH: (956) 583-7117 & FAX: (956) 583-7116** **Email:**	**Name:** Jacinto Garza ***(Please Print)*** **Title:** President _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name: B2Z Engineering, LLC** **VID Number: 13715808781** **Address: P.O. Box 2724** **McAllen, TX 78502** **PH: 956-618-0624** **Email: Reza@B2ZEng.com**	**Name:** Reza Badiozzamani ***(Please Print)*** **Title:** President _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

Item 3G

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3G**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/114/14**
FINANCE COMMITTEE		**MEETING DATE**	**7/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014-74 – APPROVAL OF SUPPLEMENTAL NUMBER 10 TO PROFESSIONAL SERVICE AGREEMENT WITH ATKINS NORTH AMERICA FOR ADDITIONAL ARCHEOLOGICAL INVESTIGATION FOR 89 ACRES OF RIGHT OF WAY AND 44 ADDITIONAL TRENCHES FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Approval of Supplemental Number 10 to Professional Service Agreement with Atkins North America for additional archeological investigation for 89 acres of right of way and 44 additional trenches for the International Bridge Trade Corridor Project in the amount of $76,458.00.

3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: X Yes ___No ___N/A Funding Source: VRF Bond

5. Staff Recommendation**: Motion to approve Resolution 2014-74 – Approval of Supplemental Number 10 to Professional Service Agreement with Atkins North Americato for additional archeological investigation for 89 acres of right of way and 44 additional trenches for the International Bridge Trade Corridor in the amount of $76,458.00 is recommended.**

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: July 14, 2014

Re: **Approval of Supplemental Number 10 with Atkins North America for Additional Archeological Investigation and Trenches for the IBTC**

Background
On March 28, 2012, the Hidalgo County Regional Mobility Authority (HCRMA) Board of Directors approved the 2012-2017 Strategic Plan – Project Manager Strategy No. 8, which included the International Bridge Trade Corridor (IBTC) Project that would allow for connectivity of the State Highway 365 Project to the Donna International Bridge and Interstate 2/US 83.

Goal
With adoption of the proposed HCRMA 2015-2019 Strategic Plan, a Federal Environmental Assessment Document will need to be prepared to submit to the Texas Department of Transportation (TxDOT) for an environmental clearance of the project in order to meet the proposed bid date of December 2015.

Staff is recommending Supplemental Number 10 to the Professional Service Agreement with Atkins North America in the amount of $76,458.00 to provide archeological investigation of 89.82 acres of additional right of way due to the alignment change across the International Boundaries and Water Commission Main Floodway and various intersecting existing roadways as a result of value engineering. 44 additional trenches will also need to be dug in coordination with the archeological investigation.

Option
The Board of Directors could chose to not approve Supplemental Number 10, however, the proposed project schedule may not be met.

Recommendation
Based on review by this office, approval of **Resolution 2014-74 – Approval of Supplemental Number 10 to Professional Service Agreement with Atkins North America for additional archeological investigation of 89 acres of right of way and 44 additional trenches for the International Bridge Trade Corridor in the net amount of $76,458.00 is recommended.**

If you should have any questions or require additional information, please advise.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 74

SUPPLEMENTAL NUMBER 10 TO PROFESSIONAL CONSULTING AGREEMENT WITH ATKINS NORTH AMERICA, INC. FOR ADDITIONAL ARCHEOLOGICAL INVESTIGATION FOR 89 ACRES OF RIGHT OF WAY AND 44 ADDITIONAL TRENCHES FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT

THIS RESOLUTION is adopted this 23rd day of July, 2014 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County; and

WHEREAS, pursuant to the authority of Chapter 222 of the Texas Transportation Code, Board action on August 9, 2007, and that certain Preliminary Project Development Agreement effective March 12, 2008 (the "PDA"), the Board engaged Hidalgo County Road Builders as its pass-through agent (the "Agent") in connection with the development of the Hidalgo Loop System (collectively, the "Project") and the Agent entered into a contract for environmental consulting services for all sections of the Project (the "Contract") with PBS&J Corporation (now Atkins North America) (the "Consultant"); and

WHEREAS, on April 10, 2008 the Authority accepted assignment of the Contract from the Agent, establishing that environmental work related to the Project would be performed under the supervision of the Authority and not the Agent (the "Assigned Contract" or the "Agreement") in the amount of $3,056,000; and

WHEREAS, the Authority has subsequently approved Supplemental Numbers 1 to 6 in the amounts of $1,149,000, ($2,168,200), $800,129, $221,853, ($146,091) and $0.0 respectively for revised agreement amount of $2,912,691.00; and

WHEREAS, on October 16, 2013, the Authority approved Supplemental Number 7 of the professional consulting agreement with Atkins North America, Inc. to deduct the US Connector Project to FM 495 in the deduct amount of ($71,433.58) for a revised agreement amount of $2,841,257.42.; and

WHEREAS, on February 24, 2014, the Authority approved Supplemental Number 8 of the professional consulting agreement with Atkins North America, Inc. to prepare a categorical exclusion document to obtain Texas Department of Transportation approval for early right of way acquisition for the International Bridge Trade Corridor Project in the amount of $76,851.78 for a revised agreement amount of $2,918,109.20; and

WHEREAS, on March 19, 2014, the Authority approved Supplemental Number 9 to the Professional Consulting Agreement with Atkins North America, Inc. to prepare a Federal Environmental Assessment Document for the International Bridge Trade Corridor Project in the amount of $535,820.92 for a revised agreement amount of $3,453,930.12; and

WHEREAS, the Authority has determined it is necessary to approve Supplemental Number 10 to the Professional Consulting Agreement with Atkins North America, Inc. for additional Archeological Investigation of 89 acres of right of way and 44 additional trenches on the International Bridge Trade Corridor Project in the amount of $76,458.00 for a revised agreement amount of $3,530,388.12;

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 Supplemental Number 10 to the Professional Consulting Agreement with Atkins North America, Inc. attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Supplemental Number 10 of the Professional Consulting Agreement with Atkins North America, Inc. as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of July, 2014, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

SUPPLEMENTAL NUMBER 10 TO PROFESSIONAL CONSULTING AGREEMENT
WITH ATKINS NORTH AMERICA
DATED APRIL 10, 2008

SUPPLEMENTAL CONSULTING AGREEMENT

BETWEEN

CLIENT AND CONSULTANT

FOR PROFESSIONAL SERVICES

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY PROJECTS

Hidalgo County, Texas

THIS IS SUPPLEMENTAL AGREEMENT 10 between **Hidalgo County Regional Mobility Authority (HCRMA)** ("CLIENT") and **ATKINS** ("CONSULTANT").

I. CLIENT and CONSULTANT have entered into an agreement dated September 25, 2008, to conduct **Preliminary Planning (Phase One)** and National Economic Policy Act (**NEPA) Environmental Assessment (Phase Two) Studies** for the proposed Hidalgo Loop (Sections A, B, C, D, A3) in Hidalgo County, Texas.

Phase One studies consist of tasks to be completed prior to formal initiation of NEPA studies and includes services leading up to the selection of the preferred alignment for each Section. Phase Two studies consist of tasks to be completed during NEPA studies and include conducting environmental analyses of the preferred alignment to support the environmental documentation efforts.

- **Supplemental Agreement 01** expanded the scope and budget by adding Sections E, F, and Farm-to-Market Road (FM) 1925 Extension to Hidalgo Loop system.

- **Supplemental Agreement 02** redefined the project concept and scope of the proposed Hidalgo Loop resulting in reduction in scope and budget. Changes included reduction in Section A limits; Section B limits were changed to connect to the Pharr and Donna International bridges; incorporation of Section A3 into Section B; termination of Phase Two tasks for Sections C, D, E, and F; and termination of Phase One and Two tasks for the FM 1925 Extension.

- **Supplemental Agreement 03** addressed the change in project concept and scope and redefined the projects for development by the HCRMA as the Hidalgo International Bridge Trade Corridor (IBTC) and the Trade Corridor Connector (TCC). Supplemental Agreement 03 also consolidated services as identified in Supplemental Agreement 02 and provided additional scope of services to complete the environmental process for project development for the IBTC and TCC.

- **Supplemental Agreement 04** included services necessary to prepare environmental documents for proposed interchanges at the Anzalduas General Services Administration (GSA) facility and at US 83/IBTC.

- **Supplemental Agreement 05** included services to conduct a Phase II Environmental Site Assessment (ESA) for the Donna Reservoir; to revise the project limits in the environmental assessment based on removal of the US 281 Overpass and Border Safety Inspection Facility Connector; to support the Client with International Boundary and Water Commission (IBWC), North American Development Bank (NADBank), and Border Environment Cooperation Commission (BECC) coordination and IBWC permitting; and reduction of scope and fee based on discontinuation of all work on the Anzalduas GSA Connector and the TCC.

- **Supplemental Agreement 06** addresses obtaining HCRMA's environmental decision for the existing environmental document.

- **Supplemental Agreement 07** extends the contract end date to September 30, 2014, for the IBTC project and terminates the work to prepare environmental documents for the US 83 Connector to SH 495 project.

- **Supplemental Agreement 08** entails preparation of a non-Federal Highway Administration Categorical Exclusion document in order to obtain TxDOT's approval for the HCRMA to conduct early right-of-way acquisition along the proposed IBTC project corridor.

- **Supplemental Agreement 09** entails preparation of a Federal Highway Administration Environmental Assessment document and associated technical reports for the modified IBTC alignment. The IBTC project limits extend east from the SH 365/FM 3072 intersection, north to the Interstate Highway 2 (I-2), and east to FM 493 in Hidalgo County, Texas.

- **Supplemental Agreement 10** entails the following activities for the IBTC project:

  - The contract end date is extended from September 30, 2014 to October 30, 2015.

  - Archaeological survey of 89.82 acres of additional right-of-way (ROW) that resulted from the June 2014 100% ROW design.

II. The scope of services and budget to complete this effort is included as Attachments O-1 and O-2 to this agreement.

III. The amount of **Supplemental Agreement 10** results in a net contract increase of **$76,458**. With this supplemental agreement, the maximum amount payable has been increased from **$3,453,930.12** to **$3,530,388.12** (see Attachment O-2).

IV. **Supplemental Agreement 10** shall become effective on the date of final execution of the parties hereto. All other terms and conditions not hereby amended are to remain in full force and effect.

This Agreement is hereby accepted and acknowledged below.

CONSULTANT	**CLIENT**
_____	_____
Tracy Hill, PE	Pilar Rodriguez, PE
Vice President	Executive Director
Atkins	Hidalgo County Regional Mobility Authority
Date: _____	Date: _____

ATTACHMENT O-1: Services to be Provided by the Consultant
ATTACHMENT O-2: Fee Summary

ATTACHMENT O-1
SERVICES TO BE PROVIDED BY THE CONSULTANT

Hidalgo County Regional Mobility Authority
International Bridge Trade Corridor

The work to be performed by the Consultant under this agreement with Hidalgo County Regional Mobility Authority (HCRMA) (Client) will consist of conducting exploratory trenching for 89.82 acres of right-of-way (ROW), in addition to that already called for by Supplemental Agreement 09 (SA 09). The modified limits for the proposed IBTC extend east from the State Highway (SH) 365/Farm-to-Market Road (FM) 3072 intersection, north to the Interstate Highway 2 (I-2), and east to FM 493 in Hidalgo County, Texas. This scope of services and subsequent fee proposal is based on the need to conduct additional exploratory trenching beyond that called for by SA 09 due to the increased ROW resulting from the June 2014 100% IBTC ROW design.

2.1 RIGHT-OF-ENTRY

The Consultant will coordinate right of entry (ROE) needs with Client for properties within the 89.82 acres of additional ROW.

2.6 CULTURAL RESOURCES

The Consultant will conduct no additional archeological background studies and nonarcheological historic resources studies under this supplemental agreement. Such studies as are necessary for use in preparing a discussion of cultural resources constraints and impacts in the IBTC EA will be conducted under SA 09. Likewise, preparation and submittal of an application for an Antiquires Code of Texas (ACT) permit for archeological investigations outlining all archeological resource studies required for State and FHWA approval prior to construction of the project will be conducted under SA 09. Preparation of any additional agreement documents (e.g., Memorandum of Agreement) that may be required by TxDOT or the Texas Historic Commission (THC, State Historic Preservation Office [SHPO]) are excluded both from this scope of services and from SA 09.

2.6.1 Archeological Resources

2.6.1.1 Archeological Background Studies

This supplemental agreement does not alter or supersede the responsibilities of the Consultant in regard to the review of site files at the Texas Archeological Research Laboratory (TARL) and the THC to determine whether previously recorded archeological sites are present in the area from that set forth in Section 2.6.1.1 of SA 09.

2.6.1.2 Archeological Survey

The Consultant will conduct additional archeological survey of the preferred alternative in accord with the following specifications. To meet the compressed schedule requirements for this project, this scope assumes that TxDOT's standard for performing a separate impact evaluation study will not be performed. If it is determined that this interim step of investigation is required, it will be performed under a supplemental agreement. This supplemental agreement does not alter or supersede the responsibilities of the Consultant in regard to archeological survey from that set forth in Section 2.6.1.2 of SA 09.

The area of potential effect (APE) for archeological resources will be defined as the proposed ROW, which will range in width from 200 to 400 feet (ft), and will be 13.06 miles in length. The Consultant understands that the project will require a total of 657.54 acres of new ROW. Also, the vertical APE will be a function of the profile and drainage needs and will not be consistent throughout. In general, the vertical APE will be 39.5 inches (1 meter [m]). Where overpasses/underpasses and bridges will be constructed, an additional 2 ft (60 centimeters) may be necessary for retaining walls or mechanically stabilized earth. In areas where pilings are necessary, the APE will be approximately 70 ft (21.3 m), these locations are:

Overpass/Underpass:

1. SH 365/FM 3072 (Dicker Road) Interchange
2. FM 2557 (Stewart Road)
3. FM 907 (Alamo Road)
4. Tower Road
5. Valley View Exchange
6. Valley View Road
7. Unnamed Street north of Valley View Interchange
8. Business (BUS) 83
9. Direct Connectors at I-2 (previously US 83 Expressway)

Water Crossing (bridge):

1. Main Floodway Channel Bridge

The Consultant anticipates that all construction easements will be within the proposed ROW and that all lands within the IBTC APE are currently privately owned.

The Consultant notes that over a third of the current proposed IBTC ROW (248.88 acres) was surveyed for archeological resources in 2010 under TAC Permit 5683 when the project was set to receive only state funding. Due to project redesign and the addition of new ROW in 2014, as well as funding changes, the Consultant will conduct intensive archeological survey of proposed new IBTC ROW not previously surveyed under TAC Permit 5683, which totals approximately 7.6 miles in length and 408.66 acres in size.

This supplemental agreement does not alter or supersede the responsibilities of the Consultant in regard to conducting a background study and production of a predictive model from that set forth in Section 2.6.1.2 of SA 09.

This supplemental agreement does not alter or supersede the responsibilities of the Consultant in regard to the identification of Native American tribes to be consulted in accord with 36 CFR 800 from that set forth in Section 2.6.1.2 of SA 09.

This supplemental agreement does not alter or supersede the responsibilities of the Consultant in regard to production of a research design from that set forth in Section 2.6.1.2 of SA 09.

The Consultant has assessed that nearly all deposits within the IBTC APE outside of portions surveyed in 2010 meet the criteria for definition as High Probability Areas (HPA) for the presence of archeological sites based on preliminary background review. These HPAs total 301.82 acres of new IBTC ROW. These areas are characterized, however, by extensive clay deposits, which means shovel testing would not be an efficient means of identifying buried archeological sites within HPA, particularly prehistoric sites. Therefore, the Consultant will conduct systematic archeological trenching within the IBTC APE defined as HPA outside of the previously surveyed portions of the ROW.

2.6.1.3 Pedestrian Survey

This supplemental agreement does not alter or supersede the responsibilities of the Consultant in regard to the inspection by a team of archeologists over the entire IBTC APE not previously surveyed from that set forth in Section 2.6.1.3 of SA 09.

2.6.1.4 Exploratory Trenching

The APE for the proposed new IBTC ROW (i.e., those areas not previously surveyed in 2010) consists of areas where the vertical APE is generally defined as 100 centimeters below surface (cmbs), and overpasses/underpasses and a bridge where the vertical APE is greater than 100 cmbs. The Consultant understands these overpasses/underpasses and bridge, from east to west, are located at:

Overpass/Underpass:

1. SH 365/FM 3072 (Dicker Road) Interchange
2. Tower Road
3. Valley View Interchange
4. Unnamed Street north of Valley View Interchange
5. Valley View Road (FM 1423)

Water Crossing (bridge):

1. Main Floodway Channel Bridge

The Consultant proposes to excavate an additional 44 trenches beyond the 106 trenches called for in Section 2.6.1.4 of SA 09, for a total of 150 trenches, utilizing mechanical excavation equipment within

areas defined as HPA. Trenching density is proposed at one trench per 2 acres of HPA, to be staggered throughout the APE.

Trenching in HPAs Where Vertical APE is Generally 100 cmbs

Of these 150 trenches, approximately 133 will be located in areas where the vertical APE is generally 100 cmbs. Each trench will be approximately 1 m (3 ft) wide, 5 m (16 ft) long, and 1 m deep within the in areas of HPA for which ROE is granted, that do not display disturbance, and are not inundated at the time of survey. The placement of the trenches within the HPAs will be governed by conditions on the ground, aided by the results of the pedestrian survey called for in Section 2.6.1.3 of SA 09 , and by the judgment of the Project Geoarcheologist. The Consultant reserves the right to initiate further coordination with TxDOT ENV based on preliminary results of the proposed trenching should these results indicate a modification in trenching intervals is necessary.

Trenching in HPAs Where Vertical APE is Greater Than 100 cmbs

The Consultant proposes to excavate approximately 17 trenches at the five overpass/underpass locations and at the proposed Main Floodway Channel Bridge, where the vertical APE is greater than 100 cmbs. Each trench will be approximately 1 m (3 ft) wide, 8 m (26 ft) long, and about 2 m (6.5 ft) deep within the IBTC APE in areas of HPA for which ROE is granted, that do not display deep disturbances, and are not inundated at the time of survey. The trenching will adhere to Occupational Safety and Health Administration guidelines. The Consultant would prefer a trenching approach that would allow direct examination of deposits in excess of 4 feet in depth, which would include a combination of benching sloping to permit safe viewing under a plan to be developed in consultation with an OSHA compliance expert. If this approach is not feasible, each trench will be excavated to a depth of about 1.2 m (4 ft), at which time the trench walls will be scraped, and all soils and sediments observed in the trenches will be described using standard soil description nomenclature. The remaining 0.75 m (2.5 ft) will be excavated, but the trench will not be entered. Rather, the backdirt removed from these depths will be examined for cultural remains. Should cultural materials continue to be encountered at these lower depths, excavation will cease until TxDOT and the THC are consulted regarding further excavation at the site.

The placement of the trenches within the HPAs will be governed by conditions on the ground and by the judgment of the Project Geoarcheologist. If during the course of the additional exploratory trenching, rare and/or diagnostic artifacts and special samples for dating analysis that are pertinent to assessment of the cultural and/or temporal affiliation of an identified archeological site are encountered, these items may be collected for further analysis at the Atkins Archeological Laboratory and/or submission for dating analysis. Curation of these artifacts or samples at a certified repository would be required under provisions of the ACT Permit for this project. Services associated with this curation as well as associated dating analysis of special samples if necessary will be provided under an additional supplemental scope and budget authorization in a subsequent testing or mitigation phase investigation of said site.

Inadvertent Discovery

As stipulated in Section 2.6.1.4 of SA 09, if human remains are identified within any of the excavated trenches, work in the vicinity will cease immediately, the find will be secured, and the THC will be contacted for instructions on how to proceed in compliance with Section 711 of the Texas Health and Safety Code.

As stipulated in Section 2.6.1.4 of SA 09, the archeological survey will be performed under an ACT Permit issued by THC and signed by a professional archeologist (Title 13, Part 2, Chapter 26, TAC) and a representative of the project sponsor. This supplemental agreement does not alter or supersede the responsibilities of the Consultant in regard to the performance of surveys, reporting, and documentation to satisfy TxDOT and the THC requirements for determining whether archeological sites are present in the project area, and whether test excavations or a higher level of archeological work is needed from that set forth in Section 2.6.1.4 of SA 09.

Deliverables:

This supplemental agreement does not alter or supersede the responsibilities of the Consultant in regard to the deliverables set forth in Section 2.6.1.4 of SA 09.

Assumptions:

- TxDOT will accept the previous survey findings of portions of the current ROW as presented in the 2010 PBS&J report by Chavez et al., which was approved by THC in 2010, and not require additional survey in these areas.
- Survey strategy presented in research design will be accepted by TxDOT and the THC.
- ROE will be granted for all parcels where additional trenching is proposed prior to fieldwork initiation.
- If parcels where additional trenching is proposed are under cultivation at the time of fieldwork, HCRMA will make appropriate arrangements with landowner for compensation of lost crop.
- No parcels where additional trenching is proposed will be inundated with water at the time of fieldwork.
- Additional trench excavations will be limited to the current proposed ROW.
- Only rare and/or diagnostic artifacts will be collected from the additional trenches for the purpose of assessing site age and significance. Services associated with curation of these artifacts will be provided under an additional supplemental scope and budget authorization in a subsequent testing or mitigation phase investigation of the affiliated site.
- Special samples will only be collected from the additional trenches for the purpose of assessing site age when necessary. Services associated with curation of these samples will be provided under an additional supplemental scope and budget authorization in a subsequent testing or mitigation phase investigation of the affiliated site.

- Additional exploratory trenching called for under this supplemental agreement will occur during two 10-day tripswith two archeologists (one with geoarcheological experience).
- Any archeological sites discovered during the additional trenching may require site delineation and documentation. Those services will be provided, if required by TxDOT and the THC, under an additional supplemental scope and budget authorization.
- No historical archeological remains will be identified during the additional trenching that would require archival research to satisfy the THC requirements for assessing site age and eligibility.
- Any archeological sites assessed as of undetermined eligibility or eligible for listing in the NRHP may require NRHP eligibility testing and/or mitigation. Those services will be provided, if required by TxDOT and the THC, under an additional supplemental scope and budget authorization.
- If human remains are identified during the additional trenching, any associated recovery services or removal of said remains and associated materials will be provided under an additional supplemental scope and budget authorization.
- Up to five archeological sites will be recorded in the additional trenches required by the increased area of HPA.
- The Consultant will include the results of the additional trenching in the draft report called for in Section 2.6.1.4 of SA 09. The Consultant will submit this draft report to TxDOT for review. TxDOT will then submit the draft survey report to the THC for review and comment if requested by the THC. TxDOT will transmit THC comments to Consultant. The Consultant will address any further comments by TxDOT and THC in a final draft report.
- The Consultant will record all archeological sites identified by the additional trenching in the project area and, to the extent feasible without additional trenching on the site, describe the sites' areal extent, depth, artifactual content, and potential for eligibility listing on the NRHP or as a SAL. If additional trenching on the site is required by TxDOT and the THC, these services will be provided under an additional supplemental scope and budget authorization. The Consultant will submit the site forms to, and obtain site numbers from, TARL.

This supplemental agreement does not alter or supersede the responsibilities of the Consultant in regard to the preparation of all records, and photographs for curation at TARL set forth in Section 2.6.1.4 of SA 09.

2.6.4.4 Nonarcheological Historic Resource Studies

This supplemental agreement does not alter or supersede the responsibilities of the Consultant in regard to the performance of nonarcheological historic resources studies from that set forth in Section 2.6.4.4 of SA 09.

ATKINS

Hidalgo County RMA

International Bridge Trade Corridor

Environmental Services Contract

ATTACHMENT O-2

SUPPLEMENTAL AGREEMENT 10 FEE PROPOSAL

Contracts	Description	Date of Signed Contractual Agreement	Agreement Amount	Contractual Agreement Balance
Original Contract	Hidalgo Loop (Sections A - D & A3)	April 10, 2008	$3,056,000	$3,056,000
Supplemental Agreement 01	Hidalgo Loop (Sections E, F & FM 1925 Extension)	September 25, 2008	$1,149,000	$4,205,000
Supplemental Agreement 02	Termination of Phase Two Tasks for Sections E, F & FM 1925 Extension	September 16, 2009	($2,168,200)	$2,036,800
Supplemental Agreement 03	Redefinition to TCC (Formerly Section A) and IBTC (Formerly Sections B & A3)	March 3, 2010	$800,129	$2,836,929
Supplemental Agreement 04	Addition of Anzalduas GSA Connector and US 83 Direct Connector	April 5, 2010	$221,853	$3,058,782
Supplemental Agreement 05	IBTC Phase II Site Assessment, IBTC Revised Limits (w/o US 281/IBTC), and termination of Anzalduas GSA	October 27, 2010	($146,091)	$2,912,691
Supplemental Agreement 06	IBTC Environmental Decision	May 14, 2012	$76,458.00	$2,989,149
Supplemental Agreement 07	IBTC Date Extension and termination of US 83 Direct Connector to SH 495	October 22, 2013	($71,433.58)	$2,841,257.42
Supplemental Agreement 08	IBTC Early ROW Acquisition CE		$76,851.78	$2,918,109.20
Supplemental Agreement 09	IBTC Technical Reports; IBTC Federal EA *Total budget remaining in contract as of February 2014* Supplemental 09 Net Contract Value		$611,771.02	$3,529,880.22 $75,950.10 $3,453,930.12
Supplemental Agreement 10	IBTC Date Extension; Archaeological Survey of 89.82 acres of New ROW		$76,458.00	**$3,530,388.12**

ATKINS

Hidalgo County RMA

International Bridge Trade Corridor

Environmental Services Contract

Supplemental 10

COMBINED FEE PROPOSAL

IBTC Environmental Services		Supplemental 10
2.1	DATA COLLECTION (ROE)	$3,183
2.2	NEED AND PURPOSE & ALTERNATIVES	$0
2.3	PUBLIC INVOLVEMENT	$0
2.4	ENVIRONMENTAL DOCUMENT*	$0
2.5	SECTION 404 DELINEATION	$0
2.6	CULTURAL RESOURCES	$17,085
2.7	NEPA/ENVIRONMENTAL TASK MANAGEMENT	$0
3.1	PHASE II SITE ASSESSMENT	$0
4.0	EARLY ROW ACQUISITION CE	$0
5.0	TECHNICAL REPORTS	$0
6.0	ENVIRONMENTAL CLASSIFICATION	$0
	DIRECT EXPENSES	$56,190
	Total	**$76,458**

ATKINS

Hidalgo County RMA
International Bridge Trade Corridor
Environmental Services Contract
Supplemental 10

FEE PROPOSAL

IBTC Environmental Services		ATKINS	L&G	TOTAL
2.1	DATA COLLECTION (ROE)	$3,183	$0	$3,183
2.2	NEED AND PURPOSE & ALTERNATIVES	$0	$0	$0
2.3	PUBLIC INVOLVEMENT	$0	$0	$0
2.4	ENVIRONMENTAL DOCUMENT	$0	$0	$0
2.5	SECTION 404 DELINEATION	$0	$0	$0
2.6	CULTURAL RESOURCES	$17,085	$0	$17,085
2.7	NEPA/ENVIRONMENTAL TASK MANAGEMENT	$0	$0	$0
3.1	PHASE II SITE ASSESSMENT	$0	$0	$0
4.0	EARLY ROW ACQUISITION CE	$0	$0	$0
5.0	TECHNICAL REPORTS	$0	$0	$0
6.0	ENVIRONMENTAL CLASSIFICATION	$0	$0	$0
	DIRECT EXPENSES	$56,190	$0	$56,190
	TOTAL	**$76,458**	**$0**	**$76,458**

ATKINS

Hidalgo County RMA
International Bridge Trade Corridor
Environmental Services Contract
Supplemental 10

TOTAL HOURS

IBTC Environmental Services		ATKINS	L&G	TOTAL
2.1	DATA COLLECTION (ROE)	20	0	20
2.2	NEED AND PURPOSE & ALTERNATIVES	0	0	0
2.3	PUBLIC INVOLVEMENT	0	0	0
2.4	ENVIRONMENTAL DOCUMENT	0	0	0
2.5	SECTION 404 DELINEATION	0	0	0
2.6	CULTURAL RESOURCES	211	0	211
2.7	NEPA/ENVIRONMENTAL TASK MANAGEMENT	0	0	0
3.1	PHASE II SITE ASSESSMENT	0	0	0
4.0	EARLY ROW ACQUISITION CE	0	0	0
5.0	TECHNICAL REPORTS	0	0	0
6.0	ENVIRONMENTAL CLASSIFICATION	0	0	0
	TOTAL	**231**	**0**	**231**

IBTC Environmental Services

Summary of Expense Estimate

ATKINS

DIRECT COST ITEMS	AMOUNT	UNIT	RATE	TOTAL
Airfare	0	RT	$350.00	$0.00
Mileage	3120	MILE	$0.57	$1,762.80
Digital Camera Usage	0	DAY	$7.00	$0.00
Records Curation	0	DRW	$1,455.30	$0.00
Printing and Photocopying	0	-		
-Photocopies 8 ½"x11"	0	EA	$0.10	$0.00
-Photocopies 11"x17"	0	EA	$0.15	$0.00
-Color Photocopies 8 ½"x11"	0	EA	$0.15	$0.00
-Color Photocopies 11"x17"	0	EA	$0.20	$0.00
Plots	0	-		
-Bond (Black & White)	0	SF	$1.50	$0.00
-Mylar (Black & White)	0	SF	$1.50	$0.00
- Bond (Color)	0	SF	$1.25	$0.00
-Mylar (Color)	0	SF	$4.00	$0.00
-Color Paper (Photo Quality)	0	SF	$5.00	$0.00
Lodging (per person)	0	DAY	$85.00	$0.00
Meals (per person)	0	DAY	$36.00	$0.00
Car Rental	0	DAY	$65.00	$0.00
Rental Car Fuel (10 gallons/rental car/day)	0	DAY	$3.00	$0.00
Noise Meter Rental	0	EA	$530.00	$0.00
HazMat Data Search	0	LS	$750.00	$0.00
Editing	0	Hr	$75.00	$0.00
Mailings/Postage	0	LS	$0.44	$0.00
Backhoe and Operator	16	Day	$1,200.00	$19,200.00
Public Meeting/Hearing Exhibits	0	EA	$50.00	$0.00
Public Meeting/Hearing Facility Rental	0	Day	$300.00	$0.00
Newspaper Advertisements	0	EA	$1,500.00	$0.00
Public Meeting/Hearing Material	0	EA	$45.00	$0.00
GPS	1	Mo	$1,300.00	$1,300.00
ATV	0	Day	$100.00	$0.00
Miscellaneous Field Expenses	4	Day	$50.00	$200.00
Court Reporter	0	IBTC Date Extension; Archaeological Survey of 89.82 acres of New ROW	$500.00	$0.00
Overnight Delivery Services	0	EA	$15.00	$0.00
ROW Staking Services	2	DAY	$600.00	$1,200.00
Geoarcheologist (Charles Frederick)				
- Fieldwork	160	Hr	$75.00	$12,000.00
- Mileage	2880	MILE	$0.57	$1,627.20
- Lodging	36	DAY	$85.00	$3,060.00
- Meals	40	DAY	$36.00	$1,440.00
- Reporting *(Outline; Documentation of Findings; Comments Response)*	192	Hr	$75.00	$14,400.00
- Coordination	0	Hr	$75.00	$0.00

TOTAL EXPENSES $56,190.00

HCRMA IBTC Fee Estimate
(Two Additional 10-days of Archeological Trenching)

DIRECT COSTS
FIELDWORK

Labor Category	Quantity	Unit	Rate	Total	Assumptions
ROE Coordination/Management	20	Person Hours	$159	$3,183	
Principal Investigator	0	Person Hours	$108	$0	
Field Technician	160	Person Hours	$53	$8,405	(1)
GIS	19			$4,216	(2)
Desktop Review Maps	5	*2 hrs/item*	$124	$1,240	
Field Maps	4	*1.5 hrs/item*	$124	$744	
Trimble Preparation & Testing	2	*1 hr/item*	$124	$248	
Data Creation	6	*2 hrs/item*	$124	$1,488	
Survey Data Postprocessing	2	*1 hr/item*	$124	$496	
Fieldwork Total				$15,804	

ANALYSIS/WRITE-UP

Labor Category	Quantity	Unit	Rate	Total	
Principal Investigator	0	Person Hours	$108	$0	
GIS	8	*2.5 hrs/item*	$124	$2,480	(3)
Word Processor	8	Person Hours	$74	$593	
QA/QC	8	Person Hours	$99	$791	
Technical Editor	8	Person Hours	$75	$600	
Analysis/Write-up Total				$4,464	

Labor Total	$20,268

INDIRECT COSTS
FIELDWORK

Service	Quantity	Unit	Unit Price	Total	
Geoarcheologist	160	Person Hours	$75	$12,000	(4)
Vehicles	6000	Miles	$0.565	$3,390	(5)
Trimble	1	Month	$1,300	$1,300	(6)
Backhoe	16	Day	$1,200	$19,200	(7)
One Call & Staking Trenches	2	Day	$600	$1,200	(8)
Lodgings	36	Nights	$85	$3,060	(9)
Per diem	40	Days	$36	$1,440	(10)
Miscellaneous	2	Days	$50	$100	(11)
Fieldwork Total				$41,690	

ANALYSIS/WRITE-UP

Service	Quantity	Unit	Rate	Total	
Geoarcheologist	192	Person Hours	$75	$14,400	(12)
Miscellaneous	2	Days	$50	$100	(13)
Analysis/Write-up Total				$14,500	

Labor Total	$56,190
Total SA Cost Estimate	**$76,458**

Assumptions:

(1) New ROW adds 89.82 acres requiring trenching (301.82 - 212) at density of 1 trench per 2 acres. This calls for 44 new trenches. Experience has shown that an average of 2.5 trenches can be done in one day. This means that 44 trenches can be done in 17.6 days (140 hrs). Travel time is 16 hrs per 10-day, for a total of 32 hrs. Total time of 172 hrs. rounded downward to 160 hrs.

(2) 19 hrs of GIS time will cover three sets of field maps (topo, aerial and historic [1936 topo]), data creation, Trimble preparation and download/post processing, and report figure creation. It is also assumed that 5 sites will be found in the 44 additional trenches (57 trenches excavated in the process of looking for buried sites for the SH 365 project resulted in the identification of 7 sites in 12% of the trenches). It should also be noted that our contract does not call for trenching to delineate sites, so none of the sites will require a site map.

(3) This covers preparation of map figures for the report.

(4) Geoarcheologist rate for 160 hrs of trenching.

(5) Mileage for these two 10-days was calculated at 1,150 miles/10-day round-trip for the Field Technician from Austin, and 1,030 miles/10-day for the Geoarcheologist from Dublin in north Texas. This totals 4,360 miles and an additional 1,640 miles were added for contingencies, totalling 6,000 miles. These were the same estimates of mileage per 10-day for the Field Tech and Geoarcheologist used for the SA 9 budget.

(6) The rental cost for a Trimble is based on a monthly rate of $1300/month. Assuming 30 days in a month, this is equivalent to $43.33/day. SA 9 budgeted Trimble rental costs at $50/day.

(7) The cost of a backhoe and operator for the new trenches has been estimated at $1,200/day. SA 9 budgeted $1,600/day.

(8) Time for one-call coordination. Based on the fact that one-call is only good for two weeks (or one 10-day), two rounds of one-call will be required.

(9) The estimated cost of lodging is for two people while in the field for two 10-days, covering 9 nights per person, per 10-day.

(10) The cost of per diem is intended to cover meals for two people while in the field for two 10-days. It is assumed that the four days of travel from home base to project area and back will require a full four days of per diem.

(11) The Miscellaneous category is intended to cover unforeseen field expenses.

(12) Based on past experience, the Geoarcheologist estimates that analysis and write-up of field data will require an average of 1.5 hr for every 1 hr actually spent in the field. Thus, for 128 hrs actually spent in the field collecting data (160 hrs minus 32 hrs for travel), it is expected that 192 hrs of analysis and write-up will be required by the Geoarcheologist (128 * 1.5).

(13) This Miscellaneous category is intended to cover unforeseen analysis/write-up expenses.

Item 3H

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3H**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/14/14**
FINANCE COMMITTEE		**MEETING DATE**	**7/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014-75 – APPROVAL OF PROFESSIONAL SERVICE AGREEMENT WITH TEDSI INFRASTRUCTURE GROUP FOR ITS AND TOLL DESINGER SERVICES FOR THE HIDALGO COUNTY LOOP SYSTEM.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___ No

   Approval of Professional Service Agreement with TEDSI to provide ITS and Toll Designer Services for the Hidalgo County Loop System.

3. Policy Implication: Board Policy, Local Government, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: X Yes ___ No ___ N/A Funding Source: VRF Bond

5. Staff Recommendation**: Motion to approve Resolution 2014-75 - Approval of Professional Service Agreement with TEDSI Infrastructure Group for ITS & Toll Designer Services for Hidalgo County Loop System is recommended 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: ___ 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: July 14, 2014

Re: **Approval of Professional Service Agreement with TEDSI for ITS & Toll Designer Services**

Background
On March 31, 2014, the Hidalgo County Regional Mobility Authority (HCRMA) Board of Directors authorized the Technical Committee to rate, rank and recommend a short list for ITS & Toll Designer Services for the Hidalgo County Loop System.

On May 21, 2014, the HCRMA Board of Directors interviewed firms, selected TEDSI and authorized staff to negotiate a Professional Service Agreement with TEDSI.

Goal
In order to establish the services that are necessary to provide a toll solution for the assessment and collection of tolls from the motoring public for the Hidalgo County Loop System, a professional service agreement will be required with a firm qualified to perform the work.

Staff has negotiated a Professional Service Agreement with TEDSI Infrastructure Group to provide intelligent transportation systems and toll designer services for the HCRMA.

Options
The Professional Service Agreement may be disapproved by the Board or deferred action to a future agenda.

Recommendation
Based on review by this office, **approval of Resolution 2014-75 – Approval of a Professional Service Agreement with TEDSI Infrastructure Group for ITS & Toll Designer Services for the Hidalgo County Loop System is recommended.**

If you should have any questions or require additional information, please advise.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 75

APPROVAL OF PROFESSIONAL SERVICE AGREEMENT WITH TEDSI INFRASTRUCTURE GROUP FOR ITS & TOLL DESIGNER SERVICES FOR THE HIGALGO COUNTY LOOP SYSTEM

THIS RESOLUTION is adopted this 23rd day of July, 2014, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on March 31, 2014, the Board of Directors authorized the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for ITS & Toll Designer Services; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the ITS & Toll Designer Services and recommends that the top two firms of TEDSI Infrastructure Group and Maldonado-Burkett be interviewed by the Board of Directors; and

WHEREAS, on April 23, 2014, the Board of Directors accepted the Technical Committee short list ranking and authorized staff to schedule formal interviews with TEDSI Infrastructure Group and Maldonado-Burkett at the next available regular meeting: and

WHEREAS, on May 21, 2014, the Board of Directors interviewed all the short listed firms for ITS & Toll Designer Services for the Hidalgo County Loop System, determined a final ranking and authorize HCRMA Staff to negotiate with TEDSI Infrastructure Group; and

WHEREAS, staff has negotiated a Professional Service Agreement with TEDSI Infrastructure Group or ITS and Toll Designer Services for the Hidalgo County Loop System; and

WHEREAS, the Authority has determined it is necessary to approve the Professional Service Agreement with TEDSI Infrastructure Group for ITS and Toll Designer Services for the Hidalgo County Loop System;

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 Professional Service Agreement with TEDSI Infrastructure Group for ITS & Toll Designer Services for the Hidalgo County Loop System, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Professional Service Agreement with TEDSI Infrastructure Group for ITS & Toll Designer Services.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of July, 2014, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT
WITH
TEDSI INFRASTRUCTURE GROUP
FOR
ITS & TOLL DESIGNER SERVICES
FOR
HIDALGO COUNTY LOOP SYSTEM

STATE OF TEXAS §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING / DESIGN SERVICES FOR PROFESSIONAL SERVICES REGARDING INTELLIGENT TRAFFIC SYSTEM AND TOLL INTERGRATION SERVICES

THIS CONTRACT FOR ENGINEERING SERVICES is made by and between the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter the "Authority") and TEDSI Infrastructure Group, Inc. (hereinafter the "Engineer"), having its principal business address at 1201 E. Expressway 83 Mission, Texas 78572 for the purpose of contracting for engineering services (hereinafter the "Agreement").

WITNESSETH

WHEREAS, Government Code, Chapter 2254, Subchapter A, "Professional Services Procurement Act" provides for the procurement of professional services of engineers;

WHEREAS, in compliance with the Professional Services Procurement Act and all federal requirements including those described in 23 CFR Part 172, the Authority procured professional engineering services (the "Procurement");

WHEREAS, pursuant to the Procurement and the Authority Board of Director's (the Board's) ranking of respondents thereto, the Board finds it to be in the best interest of the Authority to engage the Engineer to provide various studies related to the Intelligent Traffic System (ITS) and Toll system as well as toll integrator services for all projects within the HCRMA's previously approved strategic plan including the engineering design, development of PS&E, review of shop drawings and equipment specifications for all toll facilities required as outlined in the HCRMA's Strategic Plan required for the development of the Project as approved by the Authority to with: the **HCRMA 0000 SYSTEMWIDE PROJECTS INCLUDING THE 0010 IBTC AND 0030 SH 365 TOLLROADS** (the "Project");

NOW, THEREFORE, the Authority and the Engineer, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

AGREEMENT

ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

1.1 The Engineer shall timely perform those engineering services for the fulfillment of the Agreement. All work shall be subject to review and approval by the Authority, and, if appropriate, the Texas Department of Transportation and the Federal Highway Administration. Notwithstanding anything to the contrary in this Agreement or in any other Agreement document relating to the project, in performing its work under this Agreement Engineer shall perform its services to the standard of care of a reasonable engineer that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Engineer.

1.2 The Authority and the Engineer will furnish items and perform those services for fulfillment of the Agreement as identified in Attachment B, Services to be provided by the Authority and Attachment C, Services to be provided by the Engineer. All services provided by the Engineer will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers.

ARTICLE II
AGREEMENT PERIOD

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on June 30, 2018 unless the Agreement period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Section 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Section 14, Termination. Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

ARTICLE III
COMPENSATION

3.1 Maximum Amount Payable. The maximum amount payable under this contract is $270,100.69 unless modified (1) modified written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements or (2) modified through a work authorization as set forth in Article V, provided that such work authorizations is adopted by Board action.

3.2 **Basis of Payment.** The basis of payment is identified in Attachment E, Fee Schedule. Reimbursement of costs incurred under a work authorization shall be in accordance with Attachment E, Fee Schedule.

3.3 **Reimbursement of Eligible Costs**. To be eligible for reimbursement, the Engineer's costs must (1) be incurred in accordance with the terms of a valid work authorization; (2) be in accordance with Attachment E, Fee Schedule; and (3) comply with cost principles set forth at 48 CFR Part 31, Federal Acquisition Regulation (FAR 31). Satisfactory progress of work shall be maintained and evidenced as a condition of payment.

3.4 **Engineer Payment of Subproviders**. No later than ten (10) days after receiving payment from the Authority, the Engineer shall pay all subproviders for work performed under a subcontract authorized hereunder. The Authority may withhold all payments that have or may become due if the Engineer fails to comply with the ten-day payment requirement. The Authority may also suspend the work under this Agreement or any work authorization until subproviders are paid. This requirement also applies to all lower tier subproviders, and this provision must be incorporated into all subcontracts related to the project.

ARTICLE IV
PAYMENT REQUIREMENTS

4.1 **Monthly Billing Statements**. The Engineer shall request reimbursement of costs incurred by submitting the original and one copy of an itemized billing statement in a form acceptable to the Authority. The Engineer is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

4.2 **Billing Statement**. The billing statement shall show the work authorization number for each work authorization included in the billing, the total amount earned to the date of submission, and the amount due and payable as of the date of the current billing statement for each work authorization. The billing statement shall indicate if the work has been completed or if the billing is for partial completion of the work. The lump sum fee will be paid in proportion to the percentage of work completed per work authorization.

4.3 **Overhead Rates**. The Engineer shall use the provisional overhead rate indicated in Attachment E. If a periodic escalation of the provisional overhead rate is specified in Attachment E, the effective date of the revised provisional overhead rate must be included. For lump sum agreements where a lump sum applies to a work authorization the overhead rate utilized shall correspond with the overhead rate specified in the year in which the work authorization is executed.

4.4 **Thirty Day Payments**. Upon receipt and acceptance of a billing statement that complies with all invoice requirements set forth in this Article, the Authority shall make a good faith effort to pay the amount which is due and payable within thirty (30) days.

4.5 **Withholding Payments**. The Authority reserves the right to withhold payment of the Engineer's billing statement in the event of any of the following: (1) If a dispute over the work or costs thereof is not resolved within a thirty day period; (2) pending verification of satisfactory work performed; (3) the Engineer becomes a delinquent obligor as set forth in Section 231.006 of the Family Code; or (4) required reports are not received. In the event that payment is withheld, the Authority shall notify the Engineer and give a remedy that would allow the Authority to release the payment.

4.6 **Required Reports.**

a) As required in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements, the Engineer shall submit Progress Assessment Reports to report actual payments made to Disadvantaged Business Enterprises or Historically Underutilized Businesses. One copy shall be submitted with each billing statement and one copy shall be submitted to the address included in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements.

b) Prior to Agreement closeout, the Engineer shall submit a Final Report (Attachment H-4) to the address set forth in Attachment H.

c) The Engineer shall submit a separate report with each billing statement showing the percent completion of the work accomplished during the billing period and the percent completion to date, and any additional written report requested by the Authority to document the progress of the work.

4.7 **Subproviders and Suppliers List**. Pursuant to requirements of 43 Texas Administrative Code §9.50 et seq., the Engineer must provide the Authority a list (Attachment H-5/DBE or Attachment H-6/HUB) of all Subproviders and suppliers that submitted quotes or proposals for subcontracts. This list shall include subproviders' and suppliers' names, addresses, telephone numbers, and type of work desired.

4.8 **Debt to the Authority.** If the Authority is prohibited by law from issuing a warrant or initiating an electronic funds transfer to the Engineer because of a debt owed to the Authority, the Authority shall apply all payments due the Engineer to the debt or delinquent tax until the debt or delinquent tax is paid in full.

4.9 **Audit.** The Authority auditor may conduct an audit or investigation of any entity receiving funds from the Authority directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the Authority's right or the Authority's auditor right, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the Authority auditor with access to any information the Authority auditor considers relevant to the investigation or audit.

ARTICLE V
WORK AUTHORIZATIONS

The Authority will issue work authorizations using the form included in Attachment D (Work Authorizations and Supplemental Work Authorizations) to authorize all work under this Agreement. The Engineer must sign and return a work authorization within seven (7) working days after receipt. Refusal to accept a work authorization may be grounds for termination of this Agreement. The Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to work not directly associated with or prior to the execution of a work authorization. Terms and conditions governing the use of work authorizations are set forth in Attachment A, General Provisions, Section 1. The work authorization shall not waive the Authority's or the Engineer's responsibilities and obligations established under this Agreement.

ARTICLE VI
SIGNATORY WARRANTY

The undersigned signatory for the Engineer hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete Authority to enter into this Agreement on behalf of the firm. These representations and warranties are made for the purpose of inducing the Authority to enter into this Agreement.

ARTICLE VII
NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Engineer:	**Authority:**
TEDSI Infrastructure Group, Inc. 1201 E Expressway 83, Mission, TX 78572 Attn: Jesse Salinas, Chief Operating Officer	Hidalgo County Regional Mobility Authority (HCRMA) 118 South Cage Boulevard, 4th Floor Pharr, Texas 78577 Attn: Pilar Rodriguez, P.E., Executive Director

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

ARTICLE VIII
INCORPORATION OF PROVISIONS

Attachments A through K are attached hereto and incorporated into this Agreement as if fully set forth herein.

SIGNATORIES

IN WITNESS WHEREOF, the Authority and the Engineer have executed these presents in duplicate and acknowledge that this Agreement constitutes the sole and only Agreement of the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the within subject matter.

AUTHORITY	**ENGINEER**
By: _____	By: _____
Name: Pilar Rodriguez	Name: Jesse Salinas
Title: Executive Director	Title: President
Hidalgo County Regional Mobility Authority	TEDSI Infrastructure Group, Inc.
Date: _____	Date: _____

LIST OF ATTACHMENTS TO AGREEMENT
FOR ENGINEERING SERVICES
INCORPORATED INTO THE AGREEMENT BY REFERENCE

Attachments	Title
A	General Provisions
B	Services to Be Provided by the Authority
C	Services to Be Provided by the Engineer
D	Work Authorization Forms
D-1	Work Authorization Form for Agreement for Engineering Services
D-2	Supplemental Work Authorization Form
E	Fee Schedule
E-1	Final Cost Proposal Form
E-2	Rate Sheets
E-3	Maximum Amount Payable
F	Work Schedule
G	Contract Deliverables/Computer Graphics Files for Document and Information Exchange, if applicable
H	DBE Participation
H-MOU	Memorandum of Understanding
H-Instructions	Instructions As per 49CFR 26.21
H-FG	Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts – See Attachment H Instructions
H–FN	Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts – See Attachment H Instructions
H–SG	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – County of Texas HUB. Subcontracting plan required – See Attachment H Instructions
H–SN	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – No County of Texas HUB
H–1	Subprovider Monitoring System Commitment Worksheet
H–2	Subprovider Monitoring System Commitment Agreement
H–3	Monthly Progress Assessment Report
H-4	Subprovider Monitoring System Final Report
H-5	Federal Subproviders and Supplier Information
H-6	HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report
H-7	DBE Certifications
I	Certificate of Insurance
J	Conflicts of Certification
K	Debarment Certification

ATTACHMENT A
GENERAL PROVISIONS

ATTACHMENT A
GENERAL PROVISIONS

INDEX TO PROVISIONS

Section	Title
1	Work Authorizations
2	Progress
3	Suspension of Work
4	Additional Work
5	Changes in Work
6	Supplemental Agreements
7	Ownership of Data
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11	Inspection of Work
12	Submission of Reports
13	Violation of Contract Terms (Breach of Agreement)
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17	Engineer's Responsibility
18	Non-collusion
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21	DBE/HUB Requirements
22	Maintenance, Retention and Audit of Records
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ATTACHMENT A
GENERAL PROVISIONS

SECTION 1. WORK AUTHORIZATIONS

A. Use. The Engineer shall not begin any work until the Authority and the Engineer have signed a work authorization. Costs incurred by the Engineer before or after the completion date specified in the work authorization are not eligible for reimbursement. All work must be completed on or before the completion date specified in the work authorization, and no work authorization completion date shall extend beyond the Agreement period set forth in Article II of the Agreement (Agreement Period).

B. Contents. Each work authorization will include: (1) types of services to be performed; (2) a period of performance with a beginning and ending date; (3) a full description of the work to be performed; (4) a work schedule with milestones; (5) a cost not to exceed amount, (6) the basis of payment whether cost plus fixed fee, unit cost, lump sum, or specified rate; and (7) a work authorization budget calculated using fees set forth in Attachment E, Fee Schedule. The Engineer is not to include additional Agreement terms and conditions in the work authorization. In the event of any conflicting terms and conditions between the work authorization and the Agreement, the terms and conditions of the Agreement shall prevail and govern the work and costs incurred.

C. Work Authorization Budget. A work authorization budget shall set forth in detail (1) the computation of the estimated cost of the work as described in the work authorization, (2) the estimated time (hours/days) required to complete the work at the hourly rates established in Attachment E, Fee Schedule; (3) a work plan that includes a list of the work to be performed, (4) a stated maximum number of calendar days to complete the work, and (5) a cost-not-to-exceed-amount or unit or lump sum cost and the total cost or price of the work authorization. The Authority will not pay items of cost that are not included in or rates that exceed those approved in Attachment E.

D. No Guaranteed Work. Work authorizations are issued at the discretion of the Authority. While it is the Authority's intent to issue work authorizations hereunder, the Engineer shall have no cause of action conditioned upon the lack or number of work authorizations issued.

E. Incorporation into Agreement. Each work authorization shall be signed by both parties and become a part of this Agreement. No work authorization will waive the Authority's or the Engineer's responsibilities and obligations established in this Agreement. The Engineer shall promptly notify the Authority of any event that will affect the schedule or completion of the work authorization.

F. Supplemental Work Authorizations. Before additional work may be performed or additional costs incurred, a change in a work authorization shall be enacted by a written supplemental work authorization in the form identified and attached hereto as Attachment D. Both parties must execute a supplemental work authorization within the period of performance specified in the work authorization. The Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with the performance or prior to the execution of the work authorization. The Engineer shall allow adequate time for review and approval of the supplemental work authorization by the Authority prior to expiration of the work authorization. Any supplemental work authorization must be executed by both parties within the time period established in Article II of the Agreement, (Agreement Period). Under no circumstances will a work authorization be allowed to extend beyond the Agreement's expiration date, unless a supplemental to the Agreement is approved by both parties extending the Agreement date.

F-1. More Time Needed. If the Engineer determines or reasonably anticipates that the work authorized in a work authorization cannot be completed before the specified completion date, the Engineer shall promptly notify the Authority. The Authority may, at its sole discretion, extend the work authorization period by execution of a supplemental to the work authorization, using the form attached hereto as Attachment D.

F-2. Changes in Scope. Changes that would modify the scope of the work authorized in a work authorization must be enacted by a written supplemental to the appropriate work authorization. The Engineer must allow adequate time for the Authority to review and approve any request for a time extension prior to expiration of the work authorization. If the change in scope affects the amount payable under the work authorization, the Engineer shall prepare a revised work authorization budget for the Authority's approval.

G. New Work Authorization. If the Engineer does not complete the services authorized in a work authorization before the specified completion date and has not requested a supplemental to the appropriate work authorization, the work authorization shall terminate on the completion date. At the sole discretion of the Authority, it may issue a new work authorization to the Engineer for the incomplete work using the unexpended balance of the preceding work authorization for the project. If approved by the Authority, the Engineer may calculate any additional cost for the incomplete work using the rates set forth in the preceding work authorization and in accordance with Attachment E, Fee Schedule.

H. Emergency Work Authorizations. The Authority, at its sole discretion, may accept the Engineer's signature on a faxed copy of the work authorization as satisfying the requirements for executing the work authorization, provided that the signed original is received by the Authority within five (5) business days from the date on the faxed copy.

I. Deliverables. Upon satisfactory completion of the work authorization, the Engineer shall submit the deliverables as specified in the executed work authorization to the Authority for review and acceptance.

J. Performance Standards. Unless authorized by the Authority and the Texas Department of Transportation, if applicable, work performed under this Agreement shall be developed in accordance with the latest version of the Texas Department of Transportation's manuals.

SECTION 2. PROGRESS

A. Progress meetings. The Engineer shall from time to time during the progress of the work confer with the Authority. The Engineer shall prepare and present such information as may be pertinent and necessary or as may be requested by the Authority in order to evaluate features of the work.

B. Conferences. At the request of the Authority or the Engineer, conferences shall be provided at the Engineer's office, the office of the Authority, or at other locations designated by the Authority. These conferences shall also include evaluation of the Engineer's services and work when requested by the Authority.

C. Inspections. If federal funds are used to reimburse costs incurred under this Agreement, the work and all reimbursements will be subject to periodic review by the Texas Department of Transportation and the U. S. Department of Transportation.

D. Reports. The Engineer shall promptly advise the Authority in writing of events that have a significant impact upon the progress of a work authorization, including:

1. Problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by Authority judgment of the action taken or contemplated, and any or federal assistance needed to resolve the situation; and
2. Favorable developments or events which enable meeting the work schedule goals sooner than anticipated.

E. Corrective Action. Should the Authority determine that the progress of work does not satisfy the milestone schedule set forth in a work authorization, the Authority shall review the work schedule with the Engineer to determine the nature of corrective action needed.

SECTION 3. SUSPENSION OF WORK AUTHORIZATION

A. Notice. Should the Authority desire to suspend a work authorization but not terminate the Agreement, the Authority may verbally notify the Engineer followed by written confirmation, giving ten (10) day notice. Both parties may waive the ten-day notice in writing.

B. Reinstatement. A work authorization may be reinstated and resumed in full force and effect within sixty (60) business days of receipt of written notice from the Authority to resume the work. Both parties may waive the sixty-day notice in writing.

C. Agreement Period Not Affected. If the Authority suspends a work authorization, the Agreement period as determined in Article II of the Agreement (Agreement Period) is not affected and the Agreement and the work authorization will terminate on the date specified unless the Agreement or work authorization is amended to authorize additional time.

D. Limitation of Liability. The Authority shall have no liability for work performed or costs incurred prior to the date authorized by the Authority to begin work, during periods when work is suspended, or after the completion date of the Agreement or work authorization.

SECTION 4. ADDITIONAL WORK

A. Notice. If the Engineer is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, it shall promptly notify the Authority in writing, presenting the facts of the work authorization and showing how the work authorization constitutes additional work.

B. Supplemental Agreement. If the Authority finds that the work does constitute additional work, the Authority shall so advise the Engineer and a written supplemental agreement will be executed as provided in Attachment A, General Provisions, Section 6, Supplemental Agreements.

C. Limitation of Liability. The Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with or prior to the execution of a supplemental agreement.

SECTION 5. CHANGES IN WORK

A. Work Previously Submitted as Satisfactory. If the Engineer has submitted work in accordance with the terms of this Agreement but the Authority requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Agreement, the Engineer shall make such revisions as requested and as directed by the Authority. This will be considered as additional work and paid for as specified under Attachment A, General Provisions, Section 4, Additional Work.

B. Work Does Not Comply with the Agreement. If the Engineer submits work that does not comply with the terms of this Agreement, the Authority shall instruct the Engineer to make such revision as is necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

C. Errors/Omissions. The Engineer shall make revisions to the work authorized in this Agreement which are necessary to correct errors or omissions appearing therein, when required to do so by the Authority. No additional compensation shall be paid for this work.

SECTION 6. SUPPLEMENTAL AGREEMENTS

A. Need. The terms of this Agreement may be modified if the Authority determines that there has been a significant increase or decrease in the duration, scope, cost, complexity or character of the services to be performed. A supplemental agreement will be executed to authorize such significant increases or decreases.

B. Compensation. Additional compensation, if appropriate, shall be calculated as set forth in Article III of the Agreement (Compensation). Significant changes affecting the cost or maximum amount payable shall be defined to include but not be limited to new work not previously authorized or previously authorized services that will not be performed. The parties may reevaluate and renegotiate costs at this time.

C. When to Execute. Both parties must execute a supplemental agreement within the Agreement period specified in Article II of this Agreement (Agreement Period).

SECTION 7. OWNERSHIP OF DATA

A. Work for Hire. All services provided under this Agreement are considered work for hire and as such all data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this Agreement are the property of the Authority.

B. Disposition of Documents. All documents prepared by the Engineer and all documents furnished to the Engineer by the Authority shall be delivered to the Authority upon request by the Authority. The Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished the Authority under this Agreement, but further use of the data is subject to permission by the Authority.

C. Release of Data. The Engineer (1) will not release any documentation created or collected under this Agreement except to its subproviders as necessary to complete this Agreement; (2) shall include a provision in all subcontracts which acknowledges the Authority's ownership of the documents and prohibits its use for any use other than the project identified in this Agreement; and (3) is responsible for any improper use of the documents by its employees, officers, or subproviders, including costs, damages, or other liability resulting from improper use. Neither the Engineer nor any subprovider may charge a fee for the portion of the design plan created by the Authority.

D. Maintenance of Data. The Engineer and any subconsultant, subcontractor or vendor shall keep and maintain all Data and all other material relating to this Agreement and related projects, and shall make all such material available at any reasonable time during the term of the work on the Agreement and related projects and for five (5) years from the date of final payment to the Engineer for auditing, inspection, and copying upon the Authority's request or, if federal dollars are applied to the Agreement, upon request by the federal government.

SECTION 8. PUBLIC INFORMATION AND CONFIDENTIALITY

A. Public Information. The Authority will comply with Government Code, Chapter 552, the Public Information Act, and 43 Texas Administrative Code §3.10 et seq. in the release of information produced under this Agreement.

B. Confidentiality. The Engineer shall not disclose information obtained from the Authority under this Agreement without the express written consent of the Authority.

SECTION 9. PERSONNEL, EQUIPMENT AND MATERIAL

A. This Agreement is not intended to constitute, create, give up, or otherwise recognize a joint venture agreement or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

B. Engineer Resources. The Engineer shall furnish and maintain quarters for the performance of all services, in addition to providing adequate and sufficient personnel and equipment to perform the services required under this Agreement. The Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this Agreement, or it will be able to obtain such personnel from sources other than the Authority.

C. Removal of Contractor Employee. All employees of the Engineer assigned to this Agreement shall have such knowledge and experience as will enable them to perform the duties assigned to them. The Authority may instruct the Engineer to remove any employee from association with work authorized in this Agreement if, in the sole opinion of the Authority, the work of that employee does not comply with the terms of this Agreement or if the conduct of that employee becomes detrimental to the work.

D. Replacement of Key Personnel. The Engineer must notify the Authority in writing as soon as possible, but no later than three business days after a project manager or other key personnel is removed from association with this Agreement, giving the reason for removal.

E. Authority Approval of Replacement Personnel. The Engineer may not replace the project manager or key personnel without prior consent of the Authority. The Authority must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the Authority determines that the new project manager or key personnel is not acceptable, the Engineer may not use that person in that capacity and shall replace him or her with one satisfactory to the Authority within forty-five (45) days.

F. Ownership of Acquired Property. Except to the extent that a specific provision of this Agreement states to the contrary, the Authority shall own all intellectual property acquired or developed under this Agreement and all equipment purchased by the Engineer or its subcontractors under this Agreement. All intellectual property and equipment owned by the Authority shall be delivered to the Authority when this Agreement terminates, or when it is no longer needed for work performed under this Agreement, whichever occurs first.

G. The Engineer shall furnish and maintain, at its own expense, office space for the performance of all services, and adequate and sufficient personnel and equipment to perform the services as required. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them.

H. The Engineer agrees to maintain (in sufficient detail as will properly reflect all work done and results achieved in the performance of this Agreement) tracings, plans, specifications, maps, basic survey notes and sketches, books, records, reports, research notes, charts, graphs, comments, plans, comparisons, computations, analyses, recordings, photographs, computer programs, and documentations thereof, and other graphic or written data or deliverables generated in connection with the work called for in the Agreement; all such information and documentations to be termed "Data" under this Agreement.

I. All Data is the exclusive property of the Authority and shall be furnished to the Authority upon request and shall not be used or released by the Engineer or any other person except with the prior approval of the Authority. All documents prepared by the Engineer and all documents furnished to the Engineer by the Authority shall be delivered to the Authority upon completion of the relevant milestone for payment and/or termination of this Agreement. Provided, however, that none of the documents or materials are intended or represented by Engineer to be suitable for reuse by the Authority, or others on extensions of the project or on any other project. Any reuse of Data without written verification or adaptation by Engineer for use beyond the specific purpose intended will be at Authority's sole risk and without liability or legal exposure to Engineer.

SECTION 10. SUBCONTRACTING

A. Prior Approval. The Engineer shall not assign, subcontract or transfer any portion of professional services related to the work under this Agreement without prior written approval from the Authority.

B. DBE/HUB Compliance. The Engineer's subcontracting program shall comply with the requirements of Attachment H of the Agreement (DBE/HUB Requirements).

C. Required Provisions. All subcontracts for professional services shall include the provisions included in Attachment A, General Provisions, and any provisions required by law. The Engineer is authorized to pay subproviders in accordance with the terms of the subcontract, and the basis of payment may differ from the basis of payment by the Authority to the Engineer.

D. **Prior Review.** All subcontracts for professional services shall be approved as to form in writing by the Authority and, if applicable, by the Texas Department of Transportation prior to its execution and performance of work thereunder.

E. Engineer Responsibilities. No subcontract relieves the Engineer of any responsibilities under this Agreement.

SECTION 11. INSPECTION OF WORK

A. Review Rights. The Authority and if appropriate, the Texas Department of Transportation, and when federal funds are involved, the U. S. Department of Transportation, and any of their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

B. Reasonable Access. If any review or evaluation is made on the premises of the Engineer or a subprovider, the Engineer shall provide and require its subproviders to provide all reasonable facilities and assistance for the safety and convenience of the Authority and if appropriate the Authority, State, or federal representatives in the performance of their duties.

SECTION 12. SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by the Authority before a final report is issued. The Authority's comments on the Engineer's preliminary report must be addressed in the final report.

SECTION 13. VIOLATION OF AGREEMENT TERMS (BREACH OF AGREEMENT)

A. Violation. Violation of the Agreement terms or breach of this Agreement by the Engineer shall be grounds for termination of the Agreement. Any additional costs to the Authority that arise from the Engineer's default, breach of Agreement, or violation of Agreement terms shall be paid by the Engineer. This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

B. Venue. Venue for disputes related to this Agreement shall be Hidalgo County, Texas.

C. Applicable Laws. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

SECTION 14. TERMINATION

A. Causes. The Agreement may be terminated before the stated completion date by any of the following conditions.

1. By mutual agreement and consent, in writing from both parties.
2. By the Authority by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By the Authority for reasons of its own, not subject to the mutual consent of the Engineer, by giving ten business days notice of termination in writing to the Engineer.
5. By the Authority, if the Engineer violates the provisions of Attachment A, General Provisions Section 21, Gratuities.
6. By satisfactory completion of all services and obligations described herein.

B. Measurement. Should the Authority terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Engineer. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the Authority terminate this Agreement under Paragraph A (4) or (5) above, the Engineer shall not incur costs during the ten-day notice period in excess of the amount incurred during the preceding ten (10) days.

C. Value of Completed Work. If the Engineer defaults in the performance of this Agreement or if the Authority terminates this Agreement for fault on the part of the Engineer, the Authority will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed

the rates set forth in Attachment E, Fee Schedule) by the Engineer in performing the work to the date of default; (2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the Authority; (4) the cost to the Authority of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; and (6) other factors which affect the value to the Authority of the work performed.

D. Calculation of Payments. The Authority shall use the fee schedule set forth in Attachment E to the Agreement (Fee Schedule) in determining the value of the work performed up to the time of termination. In the case of partially completed engineering services, eligible costs will be calculated as set forth in Attachment E, Fee Schedule. The sum of the provisional overhead percentage rate for payroll additives and for general and administrative overhead costs during the years in which work was performed shall be used to calculate partial payments.

E. Excusable Delays. Except with respect to defaults of subproviders, the Engineer shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Engineer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

F. Surviving Requirements. The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the Authority and the Engineer under this Agreement, except for those provisions that establish responsibilities that extend beyond the Agreement period.

G. Payment of Additional Costs. If termination of this Agreement is due to the failure of the Engineer to fulfill its Agreement obligations, the Authority may take over the project and prosecute the work to completion, and the Engineer shall be liable to the Authority for any additional cost to the Authority.

SECTION 15. COMPLIANCE WITH LAWS

The Engineer shall comply with all applicable Authority, federal, County and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, the Engineer shall furnish the Authority with satisfactory proof of its compliance therewith.

SECTION 16. INDEMNIFICATION

A. THE ENGINEER SHALL SAVE AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, AND EMPLOYEES, FROM ALL CLAIMS, LIABILITY, ACTION, AND LOSS (INCLUDING DAMAGE OR INJURY INCLUDING DEATH TO PERSONS OR PROPERTY) DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, SUBCONTRACTORS, OR EMPLOYEES PERFORMED UNDER THIS AGREEMENT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT, INCLUDING ANY VIOLATION OF ANY STATUTES, ORDINANCES, BUILDING CODES OR REGULATIONS, OF THE ENGINEER OR OF ANY PERSON EMPLOYED OR ENGAGED BY THE ENGINEER, AND THE DEFENSE OF ANY SUCH CLAIMS, LIABILITY, ACTION, OR LOSS.

B. THE ENGINEER SHALL ALSO SAVE AND HOLD HARMLESS THE AUTHORITY FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, REASONBLE ATTORNEY FEES WHICH MAY BE INCURRED BY THE AUTHORITY OR LIABILITIES WHICH MAY BE IMPOSED ON THE AUTHORITY AS THE RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACT BY THE ENGINEER, ITS AGENTS, ITS SUBCONTRACTORS, OR EMPLOYEES.

SECTION 17. ENGINEER'S RESPONSIBILITY

A. Accuracy. The Engineer shall be responsible for the accuracy and completeness of work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

B. Errors and Omissions. The Engineer's responsibility for all questions arising from design errors and/or omissions will be determined by the Authority and all decisions shall be in accordance with the Authority's "Errors or Omissions Policy". The Engineer will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

C. Seal. The responsible Engineer shall sign, seal and date all appropriate engineering submissions to the Authority in accordance with the Texas Engineering Practice Act and the rules of the Texas Board of Professional Engineers.

D. Resealing of Documents. Once the work has been sealed and accepted by the Authority, the Authority, as the owner, will notify the party to this Agreement, in writing, of the possibility that a Authority engineer, as a second engineer, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second engineer will affix his seal to any work altered, completed, corrected, revised or added. The second engineer will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original engineer's design.

SECTION 18. NONCOLLUSION

A. Warranty. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer and those consultants, subconsultants, and providers identified in the presentation to the Authority's Board, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

B. Liability. For breach or violation of this warranty, the Authority shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION 19. INSURANCE

A. Insurance Liability Limits. The Engineer shall obtain and maintain insurance limits of liability for each of the types of insurance coverage identified as follows:

1. Workers' Compensation, endorsed with a waiver of subrogation in favor of the Authority in the amount of statutory obligations imposed under the Texas Workers' Compensation Law.

2. Commercial General Liability, endorsed with the Authority as an additional insured and endorsed with a waiver of subrogation in favor of the Authority to the extent of the liabilities assumed by Engineer under **Attachment A, Section 17** of this Agreement, in limits of liability of one million dollars ($1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
3. Professional Liability in limits of two million dollars ($2,000,000) each claim and in the aggregate.

The coverage and amounts designated herein are minimum requirements and do not establish limits of the Engineer's liability. Additional coverage may be provided at the Engineer's option and expense.

The issuer of any policy must have a rating of at least B+ and a financial size of Class VI or better according to the latest *Best's* rating.

B. Insurance Liability Limits. The Engineer shall furnish proof of insurance by means of a completed Attachment I – Certificate of Insurance - Hidalgo County Regional Mobility Authority, attached hereto and made a part thereof with the Project Name and the Engineer's name stated thereon, to be submitted prior to the beginning of the Project. The Engineer will be considered in breach of this Agreement should the Engineer fail to maintain the required insurance coverage during the term of this Agreement. The termination of this Agreement resulting from failure to maintain the required insurance will be carried out in accordance with the termination provisions herein.

C. Engineer's Risk. The services to be provided under this Agreement will be performed entirely at Engineer's risk and Engineer assumes all responsibility for the condition of vehicles or other instrumentalities used in the performance of this Agreement.

D. Work on Texas Department of Transportation Property. To the extent that the Texas Department of Transportation or this Agreement authorizes the Engineer or its subconsultants to perform any work on Texas Department of Transportation right of way, before beginning work the entity performing the work shall provide the Authority and the Texas Department of Transportation with a fully executed copy of the Department's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on Department right of way. This coverage shall be maintained until all work on the Department right of way is complete. If coverage is not maintained, all work on Department right of way shall cease immediately, and, the Authority may recover damages and all costs of completing the work.

SECTION 20. GRATUITIES

Employees of the Authority shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the Authority under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Authority. Any person doing business with or who may reasonably speaking do business with the Authority under this Agreement may not make any offer of benefits, gifts or favors to departmental employees, except as mentioned herein above. Failure on the part of the Engineer to adhere to this policy may result in the termination of this Agreement.

SECTION 21. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS

The Engineer agrees to comply with the requirements set forth in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Subcontracting Plan Requirements with an assigned goal or a zero goal, as determined by the Authority. The Engineer will adhere to the commitment and to participation by certain Disadvantaged Business Enterprises (DBE) agreed to by the Authority during negotiations. Refer to Attachment H-7 for copies of DBE Certifications.

SECTION 22. MAINTENANCE, RETENTION AND AUDIT OF RECORDS

A. Retention Period. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and services provided (hereinafter called the Records). The Engineer shall make the records available at its office during the Agreement period and for five (5) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. The Authority or any of its duly authorized representatives and, if appropriate, the Texas Department of Transportation, the Federal Highway Administration, the United States, Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Engineer's Records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

SECTION 23. CIVIL RIGHTS COMPLIANCE

(1) Compliance with Regulations: The Engineer shall comply with the regulations of the Department of Transportation, Title 49, Code of Federal Regulations, Parts 21, 24, 26 and 60 as they relate to nondiscrimination; 23 CFR 710.405(B); also Executive Order 11246 titled Equal Employment Opportunity as amended by Executive Order 11375.

(2) Nondiscrimination: The Engineer, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

(4) Information and Reports: The Engineer shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Engineer's noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such Agreement sanctions as the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Engineer under this Agreement until the Engineer complies and/or
(b) cancellation, termination, or suspension of this Agreement, in whole or in part.

(6) Incorporation of Provisions: The Engineer shall include the provisions of paragraphs (1) through (5) above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Authority and; if appropriate, the Texas Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Authority; or, if appropriate, the Texas Department of Transportation to enter into such litigation to protect the interests of the Authority; and, in addition, the Engineer, if appropriate, may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 24. PATENT RIGHTS
The Authority; and if appropriate, the Texas Department of Transportation; and the U. S. Department of Transportation shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Engineer under this Agreement.

SECTION 25. COMPUTER GRAPHICS FILES
The Engineer agrees to comply with Attachment G, Computer Graphics Files for Document and Information Exchange, if determined by the Authority to be applicable to this Agreement.

SECTION 26. CHILD SUPPORT CERTIFICATION
Under Section 231.006, Texas Family Code, the Engineer certifies that the individual or business entity named in this Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Engineer is liable to the Authority for attorney's fees, the cost necessary to complete this Agreement, including the cost of advertising and awarding a second Agreement, and any other damages provided by law or this Agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

SECTION 27. DISPUTES

A. Disputes Not Related to Agreement Services. The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the services authorized herein.

B. Disputes Concerning Work or Cost. Any dispute concerning the work hereunder or additional costs, or any non-procurement issues shall be settled by mediation and if mediation is unsuccessful then parties go to trial under Texas State law.

SECTION 28. SUCCESSORS AND ASSIGNS

The Engineer and the Authority do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. The Engineer shall not assign, subcontract or transfer its interest in this Agreement without the prior written consent of the Authority.

SECTION 29. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 30. PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto for the services authorized herein and supersedes any prior understandings or written or oral Agreements between the parties respecting the subject matter defined herein.

SECTION 31. CONFLICT OF INTEREST

A. Representation by Engineer. The undersigned represents that its firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the Authority or which in any way conflicts with the interests of the Authority. The firm shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Authority's interests.

B. Certification Status. The Engineer certifies that it is not:

1. a person required to register as a lobbyist under Chapter 305, Government Code; or
2. a public relations firm other than the firms identified in the presentation to the RMA Board.

C. Environmental Disclosure. If the Engineer will prepare an environmental impact statement or an environmental assessment under this Agreement, the Engineer certifies by executing this Agreement that it has no financial or other interest in the outcome of the project on which the environmental impact statement or environmental assessment is prepared.

SECTION 32. OFFICE OF MANAGEMENT AND BUDGET (OMB) AUDIT REQUIREMENTS

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

SECTION 33. CERTIFICATIONS

A. The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive Federal funds and, when requested by the Authority, to furnish a copy of the certification.

B. In accordance with Department of Transportation, Title 49, Code of Federal Regulations, Part 29 and by signature on this Agreement and the Debarment Certification attached hereto as Attachment K, the Engineer certifies its compliance and the compliance of any subconsultants or subcontractors present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving federal, state or Authority funds:

(1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
(2) does not have a proposed debarment pending;
(3) has not been suspended debarred, voluntarily excluded, or determined ineligible by an federal agency within the past three (3) years; and
(4) has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years as specified by Title 49, Code of Federal Regulations, paragraph 29.305(a).

C. The Engineer agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code as codified in Title 48, Federal Acquisition Regulations, Subpart 3.8 and subpart 52.203.11, prohibiting federal funds from being expended by a recipient or lower-tier subrecipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract or cooperative agreement. If federal funds are applied to the services under this Agreement, the Engineer and any subconsultants or subcontractors would be required to complete the Certification of Federal Contracts and, if necessary, the Disclosure of Lobbying Activities.

D. If the Project is a federal aid project, Engineer is required to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), which prohibit the use under non-exempt federal contract, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the USEPA Assistant Administrator of Enforcement.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE AUTHORITY

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE AUTHORITY

GENERAL

This contract will include the following items of work which may have overlap due to accelerated schedule:

APD Coordination with **AUTHORITY** for Final Environmental documentation

PS&E P.S. & E. Development

The **AUTHORITY** will provide the following general items.

1. Authorization to begin work.
2. Timely payment for work performed by the **Engineer** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project.
5. Review and approve the **Engineer**'s progress schedule with milestone activities and/or deliverables identified.
6. Provide timely review and decisions in accordance with **the Intelligent Traffic and Toll Systems Agreement between HCRMA and TxDOT** in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule identified in Attachment F.
7. Request Project CSJ's from TxDOT.

ROUTE AND DESIGN STUDIES (FC 110)

The **AUTHORITY** will provide the following:

Design Criteria

1. Attend Design Concept Conference to approve design criteria.
2. Review/approve Design Summary Report.
3. Attend and participate in the Value Engineering Study

Schematic Update

1. Provide all design and reference files in electronic (.dgn) format for existing schematic.
2. Provide drainage layout currently on file in Arcview Format.

SOC, ECO AND ENVIRON STUDIES & PUBLIC INVOLVEMENT (FC 120)

The **AUTHORITY** will provide the Environmental Document and electronic Constraints map for the project for development of the Environmental Permits, Issues and Commitments (EPIC) sheets and any other compliance issues.

RIGHT-OF-WAY DATA (FC 130)

The **AUTHORITY** will provide the following:

1. Assist the **Engineer**, as necessary, with coordination of any utility relocations that may be required.
2. Ownership Data in a .dgn file
   a. Ownership Information shall be provided for the corridor width.
   b. All utility ownership shall be provided.
3. Parcel plats & Right-of-Way Map.
   a. A ROW map, parcel plats and field notes shall be prepared and furnished.
   b. ROW map and field notes shall be revised as required due to changes in Highway Design, Ownership Changes or Revised Parcel Numbering. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
   c. ROW map must depict all improvements affecting ROW.
   d. ROW map must meet all requirements as specified in TxDOT ROW manuals.
4. Utility Adjustments:
   AUTHORITY (TxDOT as necessary) will execute utility agreements provided by the Engineer for all required utility adjustments.
5. Survey and Stake Right-of-Way
6. Right of Entry to all affected properties located within the project limits.
7. Deliverables: Right of way Map in electronic format (.dgn).

FIELD SURVEYING AND PHOTOGRAMMETRY (FC 150)

The **AUTHORITY** will provide the following:

Deliverables:

1. Survey Control Data Sheets signed and sealed by a RPLS on mylar 11X17 sheets.
2. 2d-planimetric, 3d-digital terrain model in a Microstation (.dgn) format delivered on CD ROM media. Also to be included is the TIN file, and Geopak files utilized and/or generated by Surveyor.
3. One Hard Copy of Field Surveying Book
4. All survey information required for the development of the PS&E for the project.

DRAINAGE (FC 161)

The **AUTHORITY** will provide the following:

1. Timely review/approval of the Hydraulic Study.

MISCELLANEOUS ROADWAY (FC 163)

The **AUTHORITY** will provide the following:

1. Timely review and approval of TCP in coordination with TxDOT.
2. Provide Aesthetic plans and details for project.

MANAGEMENT (FC 164)

The **AUTHORITY** will provide the following:

1. Attend/participate in progress meetings as required.
2. Timely review of submittals as required.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

Toll Consultant Work Scope

The objective of this task is to position HCRMA in such a way so as to be prepared to understand the tolling options available for operations and maintenance and to facilitate sound decision-making. Those decisions will be documented in a series of focused deliverables prepared by the toll consultant that present to the tolling industry the agency's preferred approach and set the stage for procurement. These deliverables will be the Concept of Operations, the toll Business Rules, and the Procurement Documents as defined below.

Toll Consultant Task 1 – Prepare Concept of Operations

The Toll Consultant shall prepare a Concept of Operations (ConOps) document. A ConOps is a foundational document that outlines the system(s) to be deployed and sets the technical course for a project. Its purpose is to convey a high-level view of the system(s) for stakeholder understanding. A ConOps, as defined by Federal Highway Administration (FHWA), typically includes, as appropriate, goals and objectives, operational concepts, system characteristics, system constraints and limitations, institutional issues, external interfaces, stakeholder functions, roles and responsibilities, and next steps. The document that the Toll Consultant shall produce for HCRMA shall focus on the tolling aspect for long-term (ultimate) HCRMA Loop and short-term SH 365 and IBTC Tollroad Projects. Also, should address methodology for leakage due to foreign nationals and how do we interface with International Bridges and deployment due to the new electronic systems and technology features introduced by this project.

The Toll Consultant shall develop the HCRMA ConOps according to the following table of contents:

- Introduction
    - Background
    - Goals and Objectives
- Existing Conditions
    - Physical Conditions
    - Roadway Characteristics
    - Deployed Technology
    - Communications Network
    - Power Distribution System
    - Current Traffic Management System Connectivity
    - Ongoing and Planned Improvements in Corridor
- Project Concept - Overview
    - Toll Operations Alternatives
        - All-electronic vs. electronic plus cash toll collection
        - Trip-based tolling vs. segment-based tolling
        - Self-operated back office vs. contracted-out back office vs. direct connection to interoperable hub
    - Pricing Strategy
    - Toll Operations Approach
- Project Concept – Infrastructure
    - Toll Lane Design

  - Toll Zones
  - Toll Gantries
  - Ingress and Egress
  - Lanes and Shoulders
  - Buffer Zones
  - Enforcement
  - Electronic Signage
  - New ITS in Toll Lanes
  - Communications
  - Electrical Service
  - Toll Equipment Cabinet or Building
- Tolling Technology
  - Transponders
  - Transponder Readers
  - Vehicle Classification System
  - Vehicle Identification System
  - Enforcement System
  - CCTV Cameras
  - Toll Collection Central System
  - Reporting Data
- Field Support
  - Operations
  - Maintenance
  - Incident Management
- System Architecture, Operational Concepts, System Characteristics
- System Constraints and Limitations, Institutional Issues
- External Interfaces / Required Interface Control Documents
- Roles and Responsibilities
  - Responsibility Matrix
- Next Steps

Timeline: 3 months from Notice to Proceed to deliver draft document, final version due 2 weeks after comments resolved

Deliverables: Draft Concept of Operations, Disposition of Comments, Final Concept of Operations

Toll Consultant Task 2 – Prepare Business Rules

Business rules for operating a toll road describe the operations, definitions, and constraints that apply to the organization. Business rules can apply to people, processes, corporate behavior, and computing systems in the organization, and are put in place to help the organization achieve its goals. They provide detailed guidance about how a strategy can be translated to action and are often the precursor to development of

standard operating procedures and operational policies. Business rules can impact the civil design and should be established as early as possible so that design can support the needs of the business.

Examples of business rules that can impact design are as follows:

- Traffic levels on the tolled lanes shall be managed by toll levels to maintain a minimum speed of 45 miles per hour.
    - *This business rule implies that there is a roadway system measuring and reporting vehicle speeds in addition to collecting tolls and that the toll system pricing can be adjusted to maintain the minimum speed requirement. Accordingly, additional vehicle detection in the toll lanes might be required.*

- For vehicles pulling trailers with no valid transponder detection, then only the front license plate (LP) image is used for transaction processing against the valid LP list. If the front LP is not listed in the valid LP list, then the transaction is pursued as a violation transaction (or pay-by-plate toll).
    - *This business rule implies that the roadway system has both front and rear LP cameras and processing capability and can discern when a trailer is being pulled and will process the front camera images in this case. This means that double gantries might be required, spaced very carefully to support the needs of the cameras.*

The Toll Consultant shall develop the HCRMA Business Rule document according to the following table of contents:

- Introduction
- Toll Operations Business Rules
- Image Review Business Rules
- Pay-by-Plate Business Rules
- Violation Processing Business Rules
- Dispute Processing Business Rules
- Customer Service Business Rules
- Other Categories as needed based on final ConOps

Deliverables: Draft Business Rules, Disposition of Comments, Final Business Rules

Toll Consultant Task 3 – Prepare Procurement Documents

The execution of the content of the ConOps and the Business Rules comes under the purview of a tolling systems integrator. HCRMA will need to procure the services of a systems integrator to work either alongside or under the auspices of a civil contractor. Whatever the procurement mechanism, a detailed scope of work is required. The Toll Consultant shall prepare this scope of work. Both the ConOps and Business Rule documents will ultimately become attachments to this system integrator scope of work (SI SOW).

Based on the outcomes from the ConOps, It will be important for HCRMA to discern if operations and maintenance is part of the SI SOW or if it is a separate procurement. Violation processing may also be a separate procurement. Multiple procurements, therefore, may be required, but each shall adhere to the following template as prepared by the Toll Consultant:

- Introduction
- Project Description
- General Provisions
- System Requirements
- System Implementation Tasks
- Performance Requirements
- Deliverables
- Scoring Methodology
- Liquidated Damages Procedure
- Pricing Sheets

Deliverables: Draft Procurement Documents, Disposition of Comments, Final Procurement Documents

Toll Consultant Task 4 – Conceptual Architectural Rendering

The toll consultant will provide engineering/architectural services regarding various conceptual layouts and architectural renderings of the toll facilities which will be used to update previous aesthetic manual provisions developed by Hidalgo County Road Builders which has been adopted by the HCRMA. Further detailing of this scope will be outlined in the Work Authorization associated with this task.

Toll Consultant Task 5 – Final Design/PS&E for Toll Facilities

Toll consultant shall provide engineering and architectural services for all required toll facilities which may include all of the future traffic management or information facilities. This task will include development of required plans; specifications and estimate (PS&E) for any required toll facilities for projects identified in the HCRMA's short and long term strategic plan. The scope for this task will be further detailed in the Work Authorization associated with this task.

Toll Consultant Task 6 – Review of Shop Drawings and Specifications for Toll Facilities

Toll Consultant shall provide review of all equipment specifications and shop drawings during the construction phase of all toll facilities constructed from the HCRMA's short and long term strategic plans. The scope of this task will be further detailed in the Work Authorization associated with this task.

ATTACHMENT D

WORK AUTHORIZATION

ATTACHMENT D-1

WORK AUTHORIZATION NO. ____
AGREEMENT FOR ENGINEERING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Engineering Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and TEDSI Infrastructure Group, Inc. (the Engineer).

PART I. The Engineer will perform engineering design services generally described as in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the Authority and the Engineer as well as the work schedule are further detailed in exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is $_____ and the method of payment is _____as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

PART III. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Articles III thru V of the Agreement, and Attachment A, Section 1.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _____, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under "Article V of that certain Professional Services Agreement for Intelligent Traffic System and Tolling Design for HCRMA 0000 Systemwide Projects including the 0010 IBTC and 0030 SH 365 Tollroads."

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

Exhibit A	Services to be provided by the Authority
Exhibit B	Services to be provided by the Engineer
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Exhibit H-2	Subprovider Monitoring System Commitment Agreement

ATTACHMENT D-2

SUPPLEMENTAL WORK AUTHORIZATION NO. ____
TO WORK AUTHORIZATION NO. ____
AGREEMENT FOR ENGINEERING SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Intelligent Traffic System and Tolling Design" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and TEDSI Infrastructure Group, Inc. (the Engineer).

The following terms and conditions of Work Authorization No. ____ are hereby amended as follows:

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. ____ not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	**(Date)**

ATTACHMENT E

FEE SCHEDULE

ATTACHMENT E-1
Final Cost Proposal Form

This attachment provides the basis of payment and fee schedule**. The basis of payment for this Work Authorization is indicated by an "X" in the applicable box.** The basis shall be supported by the Final Cost Proposal (FCP) shown below and should identify maximum amount payable and basis of payment. If more than one basis of payment is used, each one must be supported by a separate FCP. The basis of payment will be determined by Work Authorization and may be by any of the methods listed below.

"X"	Basis	
X	Lump Sum	The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and fixed fee. The Engineer shall be paid pro rata based on the percentage of work completed. For payment the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost.
____	Unit Cost	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and fixed fee. The Engineer shall be paid based on the type and number of units fully completed and the respective unit cost. For payment, the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown.
____	Specified Rate Basis	The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. Payment shall be based on the actual hours worked multiplied by the specified rate for each type of labor plus other agreed to special direct cost items. The specified rate includes direct labor and indirect cost and fixed fee. The Authority may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit.
____	Cost Plus Fixed Fee	Payment shall be based on direct and indirect costs incurred plus a pro rata share of the fixed fee based on the ratio of labor and overhead cost incurred to total estimated labor and overhead cost in the FCP or the percentage of work completed. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Engineer may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, provisional overhead rate and the fixed fee. __A. Actual Cost Plus Fixed Fee - Actual wages are paid (no minimum, no maximum. __B. Range of Cost Plus Fixed Fee – Actual wages must be within the allowable range shown on the Final Cost Proposal.

A. **REFER TO ATTACHMENT E-2 FOR HOURLY SPECIFIED / LUMP SUM RATE SCHEDULE FOR EACH FIRM**

ATTACHMENT E-2

HOURLY FEE SCHEDULE

TEDSI INFRASTRUCTURE GROUP INC.

FUNCTIONAL CLASSIFICATION	2014-2015 HOURLY	
	BASE RATE	CONTRACT RATE
SR PROJECT MANAGER/QAQC MANAGER	$66.00	$198.02
SENIOR ENGINEER (V Civil)	$60.00	$180.02
PROJECT ENGINEER (V Civil)	$47.00	$141.01
PROJECT ENGINEER (III,IV Civil)	$42.00	$126.01
ENGINEER IN TRANING	$37.00	$111.01
SR ENGINEERING TECHNICIAN	$32.00	$96.01
CADD OPERATOR	$26.00	$78.01
ADMIN/CLERICAL	$21.00	$63.01
OVERHEAD RATE	167.88%	
PROFIT RATE	12%	

ATTACHMENT E-2

HOURLY FEE SCHEDULE

FAGAN CONSULTING, LLC

FUNCTIONAL CLASSIFICATION	2014-2015 HOURLY	
	BASE RATE	CONTRACT RATE
SENIOR TASK MANAGER	$88.94	$239.69
TASK MANAGER	$70.19	$189.16
SENIOR PROJECT ENGINEER	$86.54	$233.23
SENIOR TOLL SYSTEM CONSULTANT	$80.77	$217.68
TOLL SYSTEM SPECIALIST	$65.87	$177.52
ADMIN/CLERICAL	$21.63	$58.29
OVERHEAD RATE	145.00%	
PROFIT RATE	10%	

ATTACHMENT E-2
HOURLY FEE SCHEDULE
JM ENGINEERING, LLC

FUNCTIONAL CLASSIFICATION	2014-2015 HOURLY	
	BASE RATE	CONTRACT RATE
PRINCIPAL/QAQC	$62.00	$167.09
PROJECT MANAGER	$60.00	$161.70
SENIOR PROJECT ENGINEER	$60.00	$161.70
PROJECT ENGINEER	$55.00	$148.23
DESIGN ENGINEER	$52.00	$140.14
CONSTRUCTION INSPECTOR	$33.00	$88.94
SENIOR ENGINEERING TECHNICIAN	$32.00	$86.24
ENGINEERING TECHNICIAN	$25.00	$67.38
CADD OPERATOR	$34.00	$91.63
ADMIN/CLERICAL	$20.00	$53.90
OVERHEAD RATE	145.00%	
PROFIT RATE	10%	

ATTACHMENT E-2
HOURLY FEE SCHEDULE
WP CONSULTANTS, INC

FUNCTIONAL CLASSIFICATION	2014-2015 HOURLY	
	BASE RATE	CONTRACT RATE
PRINCIPAL/QAQC	$67.28	$181.32
PROJECT MANAGER	$65.36	$176.15
ASSISTANT PROJECT MANAGER	$58.17	$156.78
TOLL PLAZA OPERATIONS MANAGER	$51.92	$139.93
AUDIT/ACCOUNTING MANAGER	$51.92	$139.93
QA/QC SAFETY/SECURITY MANAGER	$25.96	$69.97
HR & TRAINING MANAGER	$29.33	$79.04
ACCOUNTANT	$25.96	$69.97
PAYROLL COORDINATOR	$17.31	$46.64
LEAD AUDITOR	$17.31	$46.64
AUDITOR	$12.02	$32.39
COURIER	$13.46	$36.28
ACCOUNTANT/PROCUREMENT COORDINATOR	$17.79	$47.94
CUSTOMER SERVICE OPERATIONS MANAGER	$43.27	$116.61
CALL CENTER MANAGER	$18.75	$50.53
VPS MANAGER	$18.27	$49.24
BACK OFFICE MANAGER	$18.75	$50.53
CALL CENTER SUPERVISOR	$12.98	$34.98
VPS SUPERVISOR	$12.98	$34.98
BACK OFFICE SUPERVISOR	$12.98	$34.98
WALK UP COUNTER SUPERVISOR	$12.98	$34.98
CROSS TRAINED CSR/VPC STAFF I,II, III	$11.54	$31.10
AUDIT & RECONCILIATION CLERK I, II, III	$11.54	$31.10
PLAZA MANAGER	$23.56	$63.49
PLAZA SUPERVISOR	$17.79	$47.94
TOLL SERVICE ATTENDANT FULL TIME	$12.02	$32.39
TOLL SERVICE ATTENDANT PART TIME	$9.62	$25.91
FACILITIES ADMINISTRATOR LEAD	$45.67	$123.09
MAINTENANCE TECHNICIAIN LEAD	$21.63	$58.31
PROCUREMENT/INVENTORY COORDINATOR	$17.31	$46.64
FACILITIES MAINTENANCE TECHNICIAN	$18.27	$49.24
ADMIN/CLERICAL	$32.69	$88.10
COURTESY PATROL	$21.63	$58.31
OVERHEAD RATE	145.00%	
PROFIT RATE	10%	

ATTACHMENT E-2

HOURLY FEE SCHEDULE

UNINTECH CONSULTING ENGINEERS, INC.

FUNCTIONAL CLASSIFICATION	2014-2015 HOURLY	
	BASE RATE	CONTRACT RATE
SR PROJECT MANAGER/QAQC	$66.00	$177.87
SENIOR ENGINEER	$60.32	$162.56
PROJECT ENGINEER	$54.08	$145.75
ENGINEER IN TRAINING	$33.28	$89.69
SENIOR ENGINEERING TECHNICIAN	$33.28	$89.69
ENGINEERING TECHNICIAN	$22.88	$61.66
CADD OPERATOR	$24.44	$65.87
ADMIN/CLERICAL	$20.80	$56.06
OVERHEAD RATE	145.00%	
PROFIT RATE	10%	

ATTACHMENT E-2

HOURLY FEE SCHEDULE

THE WARREN GROUP ARCHITECTS, INC.

FUNCTIONAL CLASSIFICATION	2014-2015 HOURLY	
	BASE RATE	CONTRACT RATE
PRINCIPAL	$55.66	$150.00
ENGINEER AND ASSOCIATE	$46.39	$125.02
ASSOCIATE AIA	$35.25	$95.00
TECHNICAL ASSISTANT	$27.83	$75.00
ADMIN/CLERICAL	$18.56	$50.02
OVERHEAD RATE	145.00%	
PROFIT RATE	10%	

Attachment E-3
Maximum Amount Payable Fee - Task 1 thru Task 6
(Work Authorization will set Final fee)

Toll Consultant Task Number	Task Description	Maximun Fee
No. 1 and No. 2	Development of Concept and Business Rules	$ 270,100.69
No.3	Prepare Procurement Documents	$ 70,000.00
No.4	Conceptual Architectural Rendering	$ 75,000.00
No.5	Final Design / PS&E for Toll Facilities for SH 365 (All Segments) and IBTC (All Segments) (Based on projected Construction Cost of $8,000,000 for SH 365-All Segments and IBTC-All Segments)	$ 640,000.00
No.6	Review of Shop Drawings and Specifications for Toll Facilities for SH 365 (All Segments) and IBTC (All Segments)	$ 100,000.00
	Total Maximum Fee:	$ 1,155,100.69

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System

Prime: TEDSI Infrastructure, Inc.
Schedule Duration: 4 Months

Attachment E-3.1 - Fee Schedule (Task 1 and Task 2)
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)

INTELLIGENT TRAFFIC SYSTEM AND TOLLING DESIGN PROJECT - TASK 1 AND TASK 2

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Sr Project Manager / QA/QC Manager	Senior Engineer (V)	Project Engineer (V)	Project Engineer (Engineer III, IV)	Engineering in Training	Sr Engineering Technician	CADD Operator	Admin /Clerical	Total Labor Hrs.	Remarks	Task Cost
PROJECT MANAGEMENT SERVICES (SUBCONSULTANTS) (4.0 Months) WA #1											
Assist in prepraring/Manage Work Authorizations (PS&E Development) (Including Record keeping, filing, administration, Etc) and Overall QA/QC	14	20						15	49		$ 7,317.83
Schedule & Attend Meetings - 4 Meeting Workshops/Board & Planning	72	72	72					9	225		$ 37,938.69
Coordination/Prepare Sub Work Authorizations/Manage Subconsultants	8	9							17		$ 3,204.34
	94	**101**	**72**	**0**	**0**	**0**	**0**	**24**	**291**		**$ 48,460.86**
TASK 1 CONCEPT DEVELOPMENT											
1 - Kickoff Presentation											
1.1 - Develop Structured Questions	8	9	9						26		$ 4,473.43
1.2 - Develop ETC Overview Presentation	21	20	20					15	76		$ 11,524.17
2 - Kickoff Discovery											
2.1 - ETC Overview Presentiation	19	20	20						59		$ 10,182.98
2.2 - Structured Interviews/Dialogue									0		$ -
2.3 - Documentation of responses	15	15	15						45		$ 7,785.75
2.4 - Submit responses for review	9	9	9					6	33		$ 5,049.51
2.5 - Revise responses	7	7	7					7	28		$ 4,074.42
2.6 - Submit final Responses	9	9	9					6	33		$ 5,049.51
3 - Con Ops											
3.1 - First Draft ConOps	39	29	20					15	103		$ 16,708.71
3.2 Submt/Discuss draft	20	20							40		$ 7,560.80
3.3 - Revise draft	9	9						9	27		$ 3,969.45
3.4 - Submit Final Draft ConOps	9	9	9						27		$ 4,671.45
	165	**156**	**118**	**0**	**0**	**0**	**0**	**58**	**497**		**$ 81,050.18**
TASK 2 BUSINESS RULES											
4 - Business Rules											
4.1 - Draft High Levels BRs	15	15	15					9	54		$ 8,352.84
4.2 - Submitt/discuss High Levels BRs	30	30	15					9	84		$ 14,023.44
4.3 - Revise Draft BRs	9	9						9	27		$ 3,969.45
4.4 - Submit Final Draft BRs	6	6	6						18		$ 3,114.30
	60	**60**	**36**	**0**	**0**	**0**	**0**	**27**	**183**		**$ 29,460.03**
HOURS TOTAL	**319**	**317**	**226**	**0**	**0**	**0**	**0**	**109**	**474**		
LABOR RATE PER HOUR	**$ 198.02**	**$ 180.02**	**$ 141.01**	**$ 126.01**	**$ 111.01**	**$96.01**	**$ 78.01**	**$ 63.01**			
TOTAL DIRECT LABOR COSTS	**$ 63,168.38**	**$ 57,066.34**	**$ 31,868.26**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 6,868.09**	**$ 158,971.07**		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	**39.74%**	**35.90%**	**20.05%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**4.32%**	**100.00%**	**CHECK**	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	**67.30%**	**66.88%**	**47.68%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**23.00%**	**204.85%**	**$ 158,971.07**	
TOTAL DIRECT LABOR COST											**$ 158,971.07**

DIRECT EXPENSES	**Rate**	**Unit**	**Amount**	**Total**				
Lodging / Hotel ($100.00 / DAY)	$ 100.00	Each	8	$ 800.00			**$ 800.00**	
Meals ($50.00 / DAY)	$ 50.00	Each	16	$ 800.00			**$ 800.00**	
Rental Car & Fuel (per day)	$ 90.00	Each	10	$ 900.00			**$ 900.00**	
Air Travel	$ 800.00	Each	6	$ 4,800.00			**$ 4,800.00**	
Airport Parking (per day)	$ 20.00	Each	32	$ 640.00			**$ 640.00**	
Mileage	$ 0.565	per mile	1,000	$ 565.00			**$ 565.00**	
IMPLAN Dataset	$ 400.00	Each	0	$ -			**$ -**	
Overnight Mail - letter size	$ 50.00	Each	12	$ 600.00			**$ 600.00**	
Courier Services	$ 50.00	Each	12	$ 600.00			**$ 600.00**	
Photocopies B/W (8.5 X 11)	$ 0.10	Each	1,000	$ 100.00			**$ 100.00**	
Photocopies B/W (11 X 17)	$ 0.20	Each	500	$ 100.00			**$ 100.00**	
Photocopies Color (8.5 X 11)	$ 0.70	Each	500	$ 350.00			**$ 350.00**	
Photocopies Color (11 X 17)	$ 1.25	Each	500	$ 625.00			**$ 625.00**	
Plots (Color on Bond)	$ 2.00	Linear Foot	50	$ 100.00			**$ 100.00**	
TOTAL DIRECT EXPENSES				**$ 10,980.00**				**$ 10,980.00**
Fagan Consulting, LLC (DBE Subconsultant)	**Work:**						**$ 100,149.62**	
						TOTAL SPECIAL SERVICES FEE DBE (SUBCONSULTANTS REFER TO E - 3.2)	**$ 100,149.62**	**$ 100,149.62**
GRAND TOTAL								**$ 270,100.69**

ASSUMPTIONS
NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System

Sub Consultant: Fagan Consulting, LLC
Schedule Duration: 4 months

Attachment E-3.2 - Fee Schedule Task 1 and Task 2)
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)

INTELLIGENT TRAFFIC SYSTEM AND TOLLING DESIGN PROJECT (TASK 1 AND TASK 2)

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Senior Task Manager	Task Manager	Senior Project Engineer	Senior Toll System Consultant	Toll System Specialist	Admin/Clerical			Total Labor Hrs.	Remarks	Task Cost
TASK 1 CONCEPT DEVELOPMENT											
1- Kickoff Presentation											
1.1 - Develop Structured Questions	8								8		$ 1,917.52
1.2 - Develop ETC Overview Presentation	15								15		$ 3,595.35
2 - Kickoff/Discovery											
2.1 - ETC Overview Presentation	15								15		$ 3,595.35
2.2 - Structured Interviews/Dialogue	55								55		$ 13,182.95
2.3 - Documentation of responses	11								11		$ 2,636.59
2.4 - Submit responses for review	7								7		$ 1,677.83
2.5 - Revise responses	7								7		$ 1,677.83
2.6 - Submit final response	5								5		$ 1,198.45
3 - Con Ops											
3.1 - First Draft ConOps	29			36					65		$ 14,787.49
3.2 - Submit/Discuss draft	15			15					30		$ 6,860.55
3.3 - Revise draft	7			7					14		$ 3,201.59
3.4 - Submit Final Draft ConOps	7								7		$ 1,677.83
									0		$ -
	181	**0**	**0**	**58**	**0**	**0**	**0**	**0**	**239**		**$ 56,009.33**
TASK 2 BUSINESS RULES											
4 - Business Rules											
4.1 - Draft high level BRs	11			22					33		$ 7,425.55
4.2 - Submit/discuss high level BRs	22			22					44		$ 10,062.14
4.3 - Revise Draft BRs	7			7					14		$ 3,201.59
Project Management	29								29		$ 6,951.01
	69	**0**	**0**	**51**	**0**	**0**	**0**	**0**	**120**		**$ 27,640.29**
HOURS TOTAL	**250**	**0**	**0**	**109**	**0**	**0**	**0**	**0**	**359**		
LABOR RATE PER HOUR	**$ 239.69**	**$ 189.16**	**$ 233.23**	**$ 217.68**	**$ 177.52**	**$58.29**	**$ -**	**$ -**			
TOTAL DIRECT LABOR COSTS	**$ 59,922.50**	**$ -**	**$ -**	**$ 23,727.12**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 83,649.62**		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	**71.64%**	**0.00%**	**0.00%**	**28.36%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**100.00%**	**CHECK**	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	**69.64%**	**0.00%**	**0.00%**	**30.36%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**100.00%**	**$ 83,649.62**	
TOTAL DIRECT LABOR COST											**$ 83,649.62**
Travel Expenses	**Trip 1**	**Trip 2**	**Trip 3**	**Trip 4**							
Senior Task Manager	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00						**$ 6,000.00**	
Senior Task Manager	$ 1,500.00	$ 1,500.00	$ -							**$ 3,000.00**	
Senior Toll System Consultant	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00						**$ 6,000.00**	
Toll System Consultant	$ 1,500.00		$ -	$ -						**$ 1,500.00**	
Subtotal Travel	$ 6,000.00	$ 4,500.00	$ 3,000.00	$ 3,000.00						**$ 16,500.00**	
TOTAL DIRECT EXPENSES				**$ 16,500.00**							**$ 16,500.00**
GRAND TOTAL											**$ 100,149.62**

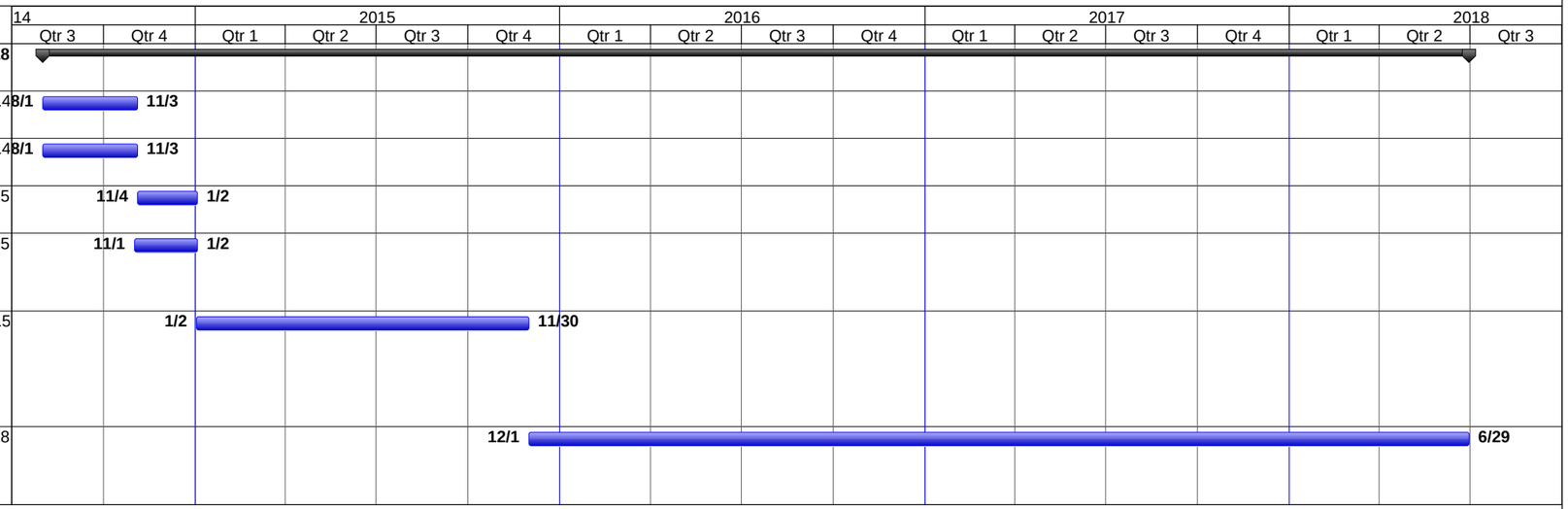
ASSUMPTIONS
NONE

ATTACHMENT F

WORK SCHEDULE

0000 Toll Consultant
Attachment F - Work Schedule

ID	Task Name	Duration	Start	Finish
1	**TOLL CONSULTANT**	**1429 days**	**Fri 8/1/14**	**Fri 6/29/18**
2	TASK 1 - PREPARE CONCEPT OF OPERATIONS	95 days	Fri 8/1/14	Mon 11/3/14
3	TASK 2 - PREPARE BUSINESS RULES	95 days	Fri 8/1/14	Mon 11/3/14
4	TASK 3 - PREPARE PROCUREMENT DOCUMENTS	60 days	Tue 11/4/14	Fri 1/2/15
5	TASK 4 - CONCEPTUAL ARCHITECTURAL RENDERING	63 days	Sat 11/1/14	Fri 1/2/15
6	TASK 5 - FINAL DESIGN/PS&E FOR TOLL FACILITIES - SH 365 (All Segments) and IBTC (All Segments)	333 days	Fri 1/2/15	Mon 11/30/15
7	TASK 6 - REVIEW OF SHOP DRAWINGS AND SPECIFICATIONS FOR TOLL FACILITIES	942 days	Tue 12/1/15	Fri 6/29/18



Task		HCRMA/ TxDOT Review		Rolled Up Task		Split		Group By Summary	
Progress		Milestone		Rolled Up Milestone		External Tasks		Deadline	
	Project Management	Summary		Rolled Up Progress		Project Summary			

ATTACHMENT G

Contract Deliverables/Computer Graphics Files for Document and Information Exchange
(if determined by the Authority to be applicable to this Agreement)

ATTACHMENT G

Contract Deliverables/Computer Graphics Files for Document and Information Exchange
(if determined by the Authority to be applicable to this Agreement)

G.1 Project Deliverables

A. Electronic File Deliverables

a. Electronic files shall be submitted to Authority in readable CDs/DVDs or an external hard drive, or alternatively, through a share site
   i. Formatting and document files shall comply with TxDOT manuals, unless the Engineer and the Authority agree in writing to utilize a different format or document file type
   ii. CDs/DVDs shall be labeled to reflect:
      1. CSJ (if required)
      2. County
      3. Highway or Project
      4. Date of production
      5. Status of project (interim or final)
      6. Volume sequence (disc 1 of 3, for example)
   iii. The standard director for each CD/DVD shall be:
      1. CSJ_DIR Structure (XXXXXXX)
      2. ADVANCES PLANNING
      3. ENVIRONMENTAL
      4. PROJECT COORDINATION
         a. County
         b. Cities (by name)
         c. Financial
         d. MPO
      5. ROW
         a. Field notes
         b. Maps
         c. Plats
         d. Utility SUE
      6. SCHEMATIC
         a. Final
         b. Preliminary
      7. SURVEY
         a. Construction
         b. Design
      8. CONSTRUCTION
         a. CHG ORDERS
         b. P3-SCH
            i. Construction
            ii. Design
      9. PROCUREMENT
      10. CORRESPONDENCE
         a. ADVANCED PLANNING

b. CONSTRUCTION
c. DESIGN
d. ENVIRONMENTAL
e. ROW
    i. Division
    ii. Owners
    iii. SUE

11. UTILITIES
    a. Electric
    b. Gas
    c. Waste Water
        i. Engineering Firm
    d. Water
        i. Engineering Firm
    e. Telephone
    f. Cable
    g. TxDOT TMS
    h. MPO
    i. Sponsor Agency
12. DESIGN
    a. Batch plot
    b. Bridge
    c. Drainage
    d. Estimate
        i. Preliminary
        ii. Final
    e. General
    f. Geopak
    g. Miscellaneous
    h. Pavement Design
    i. PS&E
    j. REF Files
    k. Roadway
        i. Driveways
    l. Standards
        i. Bridge
        ii. Drainage
        iii. Illumination
        iv. Electric
        v. Pavement Markers
        vi. Retaining Walls
        vii. Roadway
        viii. Signing
        ix. SW3P
        x. TCP

xi. TMS
xii. Traffic Signals

m. Summary
n. TCP
o. Traffic
p. Walls

13. DOCUMENTS
14. MSTN_File Structure
15. OLD FILES

b. Hard copies of maps and reports shall be submitted to the RMA in clean, readable versions with an electronic back up for Authority files

B. A "readme" file shall be created and placed under the "documents" subdirectory. The readme file will be composed of the minimum directory structure detailed above and modified to list particular files that are contained under the various subdirectories. This information will guide the end user to the location of particular files. In addition to the file information, the readme file should contain the general project information such as CSJ, limits of construction, and types of improvements.

C. Formatting
   a. All CADDSEALS placed on finished documents are to remain on that document and should not be removed.
   b. All design file standards are MicroStation drawing files (*.dgn).
   c. Where possible, *.dgn files should have a *pdf companion file.

G.2. PHASE II – Advanced Project Deliverables

Project electronic deliverables for the following types of engineering work will be established in the appropriate work authorization.

A. Geotechnical Deliverables
B. Schematic Deliverables
C. Field Surveying Deliverables
D. Right of Way Deliverables
E. PS&E Deliverables

ATTACHMENT H

DBE PARTICIPATION

ATTACHMENT H-MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN TXDOT AND HCRMA

ATTACHMENT H-MOU

MEMORANDUM OF UNDERSTANDING REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS ENTERPRISE PROGRAM BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

This Memorandum of Understanding is by and between the **TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT"),** an agency of the State of Texas; and the Hidalgo County Regional Mobility Authority, a mobility authority created under the provisions of Chapter 370, Texas Transportation Code (the "RMA").

Whereas, from time to time from the Authority receives federal funds from the Federal Highway Administration ("FHWA") through TxDOT to assist the Authority with the construction and design of projects partially or wholly funded through FHWA; and

Whereas, the Authority, as a sub-recipient of federal funds, is required by 49 CFR 26, to implement a program for disadvantaged business enterprises ("DBEs"), as defined by 49 CFR 26 ("DBE Program"); and

Whereas, TxDOT has implemented a DBE Program that is approved by the Federal Highway Administration (FHWA) pursuant to 49 CFR part 26; and

Whereas, as a condition of receiving federal funds from FHWA through TxDOT, certain aspects of the Authority's procurement of construction and design services are subject to review and/or concurrence by TxDOT; and

Whereas, the Authority and TxDOT undertake substantially similar roadway construction projects and design projects and construct and design their respective projects using substantially the same pool of contractors; and

Whereas, the Authority desires to implement a federally compliant DBE Program by adopting the TxDOT approved program, as recommended by FHWA; and

Whereas, TxDOT and the Authority find it appropriate to enter into this Memorandum of Understanding to memorialize the obligations, expectations and rights each has as related to the Authority's adoption of the TxDOT DBE Program to meet the federal requirements;

Now, therefore, TxDOT and the Authority, in consideration of the mutual promises, covenants and conditions made herein, agree to and acknowledge the following:

(1) TxDOT has developed a DBE Program and annually establishes a DBE goal for Texas that are federally approved and compliant with 49 CFR 26 and other applicable laws and regulations.

(2) The Authority anticipates being a sub-recipient of federal assistance for construction projects and design projects and, in accordance with 49 CFR § 26.21, must implement a federally approved DBE Program. The Authority receives its federal assistance through TxDOT. As a sub-recipient, the Authority has the option of developing its own program or adopting and operating under TxDOT's federally approved DBE Program. The FHWA recommends that sub-recipients, such as the Authority, adopt the DBE program, administered through TxDOT, and the Authority by its prescribed protocol adopted the TxDOT DBE Program on August 8, 2007.

(3) This Memorandum of Understanding evidences FHWA's and TxDOT's consent to the adoption of the TxDOT DBE Program by the Authority to achieve its DBE participation in federally assisted Construction

and Design Projects.

(4) The parties will work together in good faith to assure effective and efficient implementation of the DBE Program for the Authority and for TxDOT.

(5) the Authority and TxDOT have agreed upon the following delegation of responsibilities and obligations in the administration of the DBE Program adopted by the Authority:

(a) The Authority will be responsible for project monitoring and data reporting to TxDOT. The Authority will furnish to TxDOT any required DBE contractor compliance reports, documents or other information as may be required from time to time to comply with federal regulations. TxDOT will provide the necessary and appropriate reporting forms, if any, to the Authority.

(b) The Authority will recommend contract-specific DBE goals, if any, consistent with TxDOT's DBE guidelines and in consideration of the local market, project size, and nature of the good(s) or service(s) to be acquired. The Authority's recommendation may be that no DBE goals are set on any particular project or portion of a project or that proposed DBE goals be modified. The Authority and TxDOT will work together to achieve a mutually acceptable goal; however, TxDOT will retain final decision-making authority on those issues.

(c) TxDOT will cooperate with the Authority in an effort to meet the timing and other requirements of the Authority's projects.

(d) The Authority will be solely responsible for the solicitation and structuring of bids and bid documents to procure goods and services for its Construction and Design Projects and will be responsible for all costs and expenses incurred in its procurements.

(e) The DBEs eligible to participate on TxDOT construction projects or design projects also will be eligible to participate on the Authority's construction projects or design projects subject to the DBE Program, unless otherwise prohibited from bidding on a the Authority's project under applicable law or the Authority's procurement policy. The DBEs will be listed on TxDOT's website under the Texas Unified Certification Program (TUCP).

(f) The Authority will conduct investigations and provide reports with recommendations to TxDOT concerning any DBE Program compliance issues that may arise due to project specific requirements such as Good Faith Effort (GFE), Commercially Useful Function (CUF), etc. The Authority and TxDOT will work together to achieve a mutually acceptable goal; however, TxDOT will retain final decision-making authority on those issues and reserves the right to perform compliance reviews by TxDOT's Office of Civil Rights (OCR).

(g) The Authority will designate a liaison officer to coordinate efforts with TxDOT's DBE Program administrators and to respond to questions from the public and private sector regarding the Authority's administration of the DBE Program through TxDOT.

(h) The Authority will be responsible for providing TxDOT with DBE project awards and DBE Commitments, monthly DBE reports, DBE Final Reports, DBE shortfall reports, and annual and updated goal analysis and reports.

(i) TxDOT will be responsible for maintaining a directory of firms eligible to participate in the DBE Program, and providing business development and outreach programs. The Authority and TxDOT will work cooperatively to provide supportive services and outreach to DBE firms in the Hidalgo County area.

(j) The Authority will submit DBE semi-annual progress reports to TxDOT.

(k) The Authority will participate in TxDOT sponsored training classes to include topics on DBE Annual Goals, DBE Goal Setting for Construction Projects and Design Projects, DBE Contract Provisions, and DBE Contract Compliance, which may include issues such as DBE Commitments, DBE Substitution, and Final DBE Clearance. TxDOT will include DBE contractors performing work on the Authority projects in the DBE Education and Outreach Programs.

(6) In the event there is a disagreement between TxDOT and the Authority about the implementation of the TxDOT DBE Program by the Authority, the parties agree to meet within ten (10) days of receiving a written request from the other party of a desire to meet to resolve any disagreement. The parties will make good faith efforts to resolve any disagreement as efficiently as is reasonably possible in consultation with FHWA. Non-compliance by the Authority can result in restitution of federal funds to TxDOT and withholding of further federal funds upon consultation with FHWA.

(7) This Memorandum of Understanding becomes effective upon execution by all parties and automatically renews each year unless a party notifies the other parties of its intent to terminate the agreement.

(8) If this Memorandum of Understanding is terminated for any reason, the Authority will be allowed reasonable time in which to seek approval from FHWA for an alternative DBE Program, without being deemed non-compliant with 49 CFR Part 26.

(9) This Memorandum of Understanding applies only to projects for which the Authority is a sub-recipient of federal funds through TxDOT. The Authority may also implement a Minority and Women-Owned Small Business Enterprise (M/W/SBE) policy and program that applies to projects for which it is not a sub-recipient of federal funds through TxDOT and which are not subject to the TxDOT DBE Program. The Authority may, at its option, use some aspects of the TxDOT DBE Program and other similar programs in implementing its other policies and programs for its non-federally funded projects.

(10) The following attachments to this Memorandum of Understanding ("MOU") are incorporated as if fully set out herein for all purposes: Attachment A - FHWA Memorandum HCR-1/HIF-1 (relating to access required by the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973); Attachment B - SPECIAL PROVISION 000-461; Attachment C - Comprehensive Development Agreement (CDA) DBE Provisions (with TxDOT's DBE Program attached); and Attachment D - 49 CFR §26.13 (contractual assurances). In the case of any conflict between the SPECIAL PROVISION and CDA DBE Provisions and TxDOT's DBE Program, the provisions of the first two documents shall prevail in regard to CDAs only.

(11) The following procedure shall be observed by the parties in regard to any notifications:

(a) Any notice required or permitted to be given under this Memorandum of Understanding shall be in writing and may be effected by personal delivery, by hand delivery through a courier or a delivery service, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party, at the following address:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY:

Dennis Burleson
Chairman
c/o LRGVDC
311 N. 15th Street

McAllen, Texas 78501-4705

With a copy to:

Blakely L. Fernandez
Tuggey Rosenthal Pauerstein Sandoloski Agather LLP
755 E. Mulberry, Ste. 200
San Antonio, Texas 78212

TEXAS DEPARTMENT OF TRANSPORTATION

Amadeo Saenz, Jr. P.E.
Executive Director
125 E. 11th Street
Austin, Texas 78701

(b) Notice by personal delivery or hand delivery shall be deemed effective immediately upon delivery, provided notice is given as required by Paragraph (a) hereof. Notice by registered or certified mail shall be deemed effective three (3) days after deposit in a U.S. mailbox or U.S. Post Office, provided notice is given as required by Paragraph (a) hereof.

(c) Either party hereto may change its address by giving notice as provided herein.

(12) This Memorandum of Understanding may be modified or amended only by written instrument, signed by both the Authority and the TxDOT and dated subsequent to the date(s) of this MOU. Except as authorized by the respective parties, no official, employee, agent, or representative of the parties has any authority, either express or implied, to modify or amend this MOU.

(13) The provisions of this MOU are severable. If any clause, sentence, provision, paragraph, or article of this MOU, or the application of this MOU to any person or circumstance is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not impair, invalidate, nullify, or otherwise affect the remainder of this MOU, but the effect thereof shall be limited to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or unenforceable, and the application of such clause, sentence, provision, paragraph, or article to other persons or circumstances shall not be affected; provided, however, the Authority and TxDOT may mutually agree to terminate this Memorandum of Understanding.

(14) The following provisions apply in regard to construction of this MOU:

(a) Words of any gender in this MOU shall be construed to include the other, and words in either number shall be construed to include the other, unless the context in this MOU clearly requires otherwise.

(b) When any period of time is stated in this MOU, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday, or national holiday, or state or county holiday, these days shall be omitted from the computation. All hours stated in this MOU are stated in Central Standard Time or in Central Daylight Savings Time, as applicable.

(15) This Memorandum of Understanding shall not be construed in any way as a waiver by the parties of any immunities from suit or liability that parties may have by operation of law, and the parties hereby retain all of their respective affirmative defenses.

ATTACHMENT H-MOU (CONTINUED)

**MEMORANDUM OF UNDERSTANDING
REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS ENTERPRISE PROGRAM BY
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

EXECUTED by TxDOT and the Authority, acting through each duly authorized official and effective on the latest date signed.

The signatories below confirm that they have the authority to execute this MOU and bind their principles.

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Amadeo Saenz, Jr. P.E.
Executive Director

Date: 3/13/08

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Dennis Burleson
Chairman

Date: 2/13/2008

Attachment H-Instructions
As Per 49CFR 26.21

The following pages contain six (6) different Attachments to Attachment H covering participation of HUB and DBE providers and subproviders. The correct form to use is determined by whether the Agreement is funded in whole or part by federal funds State funds or Authority funds, and whether or not a HUB/DBE goal has been set for the Agreement. The following pages contain separate reporting forms for federally funded DBE participation and Authority funded HUB participation.

Federally Funded Contracts
Attachment H-FG, Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts ♦ This provision is applicable to federally funded contracts with assigned DBE goals. ♦ The appropriate forms for this provision are Attachments H-1, H-2, H-3 and H-4 and H-5. A copy of each form is required in the contract. ♦ Note: if the contract requires work authorizations, a completed Attachment H-2 will be required with each Work Authorization, if a DBE will be performing work. If a non-DBE subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form. ♦ Attachment H-3 must be submitted monthly to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ Attachment H-3 must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-FN, Disadvantaged Business Enterprise (DBE) for Race Neutral Professional or Technical Services Contracts ♦ This provision is applicable to federally funded contracts with no DBE goal assigned. ♦ If no subcontractors will be used, the appropriate forms for this provision are Attachments H-3 and H-5. A copy of each form is required in the contract. ♦ Note: If subcontractors are used, the required forms would be Attachments H-1, H-2, H-3, H-4 and H-5. A copy of each form is required in the contract. ♦ Attachment H-3 must be submitted monthly to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ Attachment H-3 must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-3, Texas Department of Transportation Subprovider Monitoring System for Federally Funded Contracts. This is a Monthly Progress Assessment Report. ♦ Required for all federally funded contracts. ♦ This form is required monthly and must be submitted to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ This form must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-5, Federal Subprovider and Supplier Information Required for all federally funded contracts.

State Funded Contracts

Attachment H-SG, Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts, State of Texas HUB Subcontracting Plan Required

- This provision is applicable to state funded contracts with a HUB goal assigned.
- The appropriate reporting forms for this provision are Attachments H-1, H-2, H-4, and H-6 (Texas Building and Procurement Commission [TBPC] State of Texas HUB Subcontracting Plan (HSP), Prime Contractor Assessment Report). A copy of each form is required in the contract.
- Note: if the contract requires work authorizations, a completed Attachment H-2 will be required with each Work Authorization, if a HUB will be performing work. If a non-HUB subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form.
- Attachment H-6 will be required monthly and must be submitted to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report.
- Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

Attachment H-SN, Historically Underutilized Business (HUB) Participation for State Funded Professional or Technical Services Contracts, No State of Texas HUB Subcontracting Plan Required

- This provision is applicable to state funded contracts with no HUB subcontracting plan required and no HUB goal assigned. If no subcontractors are used, the appropriate forms for this provision are Attachments H-1 and H-6.
- Note: If subcontractors are used, the required forms would be Attachments H-1, H-2, H-4 and H-6. A copy of each form is required in the contract.
- Attachment H-6 must be submitted monthly to the AUTHORITY Office even though there is no invoice being submitted or subcontracting to report.
- Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

Attachment H-6, HUB Subcontracting Plan (HSP) Prime Contractor Professional Assessment Report. This is a Monthly Progress Assessment Report. This is a Texas Building and Procurement Commission (TBPC) form and cannot be altered.

- Required for all State funded contracts.
- Attachment H-6 is required monthly and should be submitted to the AUTHORITY Office. This is a requirement even though there is no invoice being submitted or subcontracting to report.
- A copy of Attachment H-6 must be submitted when supplying an invoice to the appropriate agency contact for payment.
- The "Object Code" section(s) on this form should remain blank.

ATTACHMENT H-FG
Disadvantaged Business Enterprise (DBE)
for Federal-Aid Professional or Technical Services Contracts

1) **PURPOSE.** The purpose of this attachment is to carry out the Authority and the U.S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of the AUTHORITY and DOT assisted contracts and creating a level playing field on which firms owned and controlled by minority or socially and economically disadvantaged individuals can compete fairly for the AUTHORITY and DOT assisted contracts.
2) **POLICY.** It is the policy of the AUTHORITY and DOT and the Texas Department of Transportation (henceforth the "Department") that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, Subpart A and the Department's Disadvantaged Business Enterprise Program, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, and the Department's Disadvantaged Business Enterprise Program, apply to this contract as follows.
   a. The Provider will offer Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, Subpart A and the Authority/Department Disadvantaged Business Enterprise Program, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Provider shall make a good faith effort to meet the Disadvantaged Business Enterprise goal for this contract.
   b. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. The requirements of this Special Provision shall be physically included in any subcontract.
   c. When submitting the contract for execution by the Authority, the Provider must complete and furnish Attachment H-1 which lists the commitments made to certified DBE subprovider(s) that are to meet the contract goal and Attachment H-2 which is a commitment agreement(s) containing the original signatures of the Provider and the proposed DBE(s). For Work Authorization Contracts, Attachment H-1 is required at the time of submitting the contract for execution by the Authority/Department. Attachment H-2 will be required to be completed and attached with each work authorization number that is submitted for execution, if the DBE will be performing work**.** Any substitutions or changes to the DBE subcontract amount shall be subject to prior written approval by the Authority/Department. If non-DBE subprovider is performing work, insert N/A (not applicable) on the line provided.
   d. Failure to carry out the requirements set forth above shall constitute a material breach of this contract and may result; in termination of the contract by the Authority/Department; in a deduction of the amount of DBE goal not accomplished by DBEs from the money due or to become due to the Provider, not as a penalty but as liquidated damages to the Authority/Department; or such other remedy or remedies as the Authority/Department deems appropriate.
3) **DEFINITIONS.**
   a. "Authority/Department" means Hidalgo County Regional Mobility Authority (HCRMA) and the Texas Department of Transportation (TxDOT).
   b. "Federal-Aid Contract" is any contract between the Texas Department of Transportation and a Provider which is paid for in whole or in part with U. S. Department of Transportation (DOT) financial assistance.
   c. "Provider" is any individual or company that provides professional or technical services.
   d. "DBE Joint Venture" means an association a DBE firm and one (1) or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work

of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest.

e. "Disadvantaged Business Enterprise (DBE)" means a firm certified as such by the Authority/Department in accordance with 49 CFR Part 26.

f. "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

g. "Race-neutral DBE Participation" means any participation by a DBE through customary competitive procurement procedures.

4) **PERCENTAGE GOAL.** The goal for Disadvantaged Business Enterprise (DBE) participation in the work to be performed under this Agreement is **12.2%** of the Agreement amount.

5) **PROVIDER'S RESPONSIBILITIES.** A DBE prime may receive credit toward the DBE goal for work performed by his-her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported to the Authority/Department.

a. A Provider who cannot meet the contract goal, in whole or in part, shall document the "Good Faith Efforts" taken to obtain DBE participation. The following is a list of the types of actions that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

(1) Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.

(2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Provider might otherwise prefer to perform the work items with its own forces.

(3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) Negotiating in good faith with interested DBEs by making a portion of the work available to DBE subproviders and suppliers and selecting those portions of the work or material needs consistent with the available DBE subproviders and suppliers.

(5) The ability or desire of the Provider to perform the work of a contract with its own organization does not relieve the Provider's responsibility to make a good faith effort. Additional costs involved in finding and using DBEs is not in itself sufficient reason for a Provider's failure to meet the contract DBE goal, as long as such costs are reasonable. Providers are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.

(7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Provider.

(8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

(9) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, County, State and Federal minority/women business

assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

(10) If the Authority/Department's Director of the Business Opportunity Programs Office determines that the Provider has failed to meet the good faith effort requirements, the Provider will be given an opportunity for reconsideration by the Director of the appropriate Division.

NOTE: The Provider must not cause or allow subproviders to bid their services.

b. The preceding information shall be submitted directly to the Chair of the Hidalgo County Regional Mobility Authority (Authority) responsible for the project.

c. The Provider shall make all reasonable efforts to honor commitments to DBE subproviders named in the commitment submitted under Section 2.c. of this attachment. Where the Provider terminates or removes a DBE subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Authority/Department that the originally designated DBE was not able or willing to perform.

d. The Provider shall make a good faith effort to replace a DBE subprovider that is unable or unwilling to perform successfully with another DBE, to the extent needed to meet the contract goal. The Provider shall submit a completed Attachment H-2 Form for the substitute firm(s). Any substitution of DBEs shall be subject to prior written approval by the Authority /Department. The Authority /Department may request a statement from the firm being replaced concerning its replacement prior to approving the substitution.

e. The Provider shall designate a DBE liaison officer who will administer the DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.

f. Providers are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

6) **ELIGIBILITY OF DBEs.**

a. The Authority/Department certifies the eligibility of DBEs, DBE joint ventures and DBE truck-owner operators to perform DBE subcontract work on DOT financially assisted contracts.

b. This certification will be accomplished through the use of the appropriate certification schedule contained in this Authority/Department's DBE program.

c. The Authority/Department publishes a Directory of Disadvantaged Business Enterprises containing the names of firms that have been certified to be eligible to participate as DBEs on DOT financially assisted contracts. The directory is available from the Authority's/Department's Business Opportunity Programs Office. The Texas Unified Certification Program DBE Directory can be found on the Internet at: http://www.dot.state.tx.us/services/business_opportunity_programs/tucp_dbe_directory.htm .

d. Only DBE firms certified at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. and 5.d. above. For purposes of the DBE goal on this contract, DBEs will only be allowed to perform work in the categories of work for which they were certified.

7) **DETERMINATION OF DBE PARTICIPATION.**

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subprovider is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract in order for payments to be credited toward meeting the contract goal. A DBE performs a commercially useful function when it is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself . When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider may count toward its DBE goal a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Authority/Department's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department.

8) **RECORDS AND REPORTS.**
   a. After submission of the initial commitment reported (Attachment H-1), required by Section 2.c. of this attachment, the Provider shall submit Monthly Progress Assessment Reports (Attachment H-3), after contract work begins, on DBE involvement to meet the goal and for race-neutral participation. One copy of each report is to be sent to the Authority/Department's Business Opportunity Programs Office monthly, in addition one copy is to be submitted with the Provider's invoice. **Only actual payments made to subproviders are to be reported.** These reports will be required until all subprovider activity is completed. The Authority/Department may verify the amounts being reported as paid to DBEs by requesting copies of canceled checks paid to DBEs on a random basis.
   b. DBE subproviders should be identified on the report by name, type of work being performed, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount. These reports will be due within fifteen (15) days after the end of a calendar month. Reports are required even when no DBE activity has occurred in a billing period.
   c. All such records must be retained for a period of four (4) years following final payment or until any investigation, audit, examination, or other review undertaken during the four (4) years is completed, and shall be available at reasonable times and places for inspection by authorized representatives of the Authority or Texas Department of Transportation or the DOT.
   d. Prior to receiving final payment, the Provider shall submit a Final Report (Attachment H-4), detailing the DBE payments. The Final Report is to be sent to the Authority/Department's Business Opportunity Programs Office and one (1) copy to be submitted with the Provider's final invoice. If the DBE goal requirement is not met, documentation of the good faith efforts made to meet the goal must be submitted with the Final Report.
9) **COMPLIANCE OF PROVIDER.** To ensure that DBE requirements of this DOT-assisted contract are complied with, the Authority/Department will monitor the Provider's efforts to involve DBEs during the performance of this contract. This will be accomplished by a review of Monthly Progress Assessment Reports (Attachment H-3), submitted to the Authority/Department's Business Opportunity Programs Office

by the Provider indicating his progress in achieving the DBE contract goal, and by compliance reviews conducted by the Authority/Department. The Monthly Progress Assessment Report (Attachment H-3) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the DBE goal based on actual payments to the DBE subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice. The Provider shall contact the Authority/Department if he/she withholds or reduces payment to any DBE subprovider.

(1) A DBE firm is paid but does not assume contractual responsibility for performing the service;
(2) A DBE firm does not perform a commercially useful function;
(3) Payment is made to a DBE that cannot be linked by an invoice or canceled check to the contract under which credit is claimed;
(4) Payment is made to a broker or a firm with a brokering-type operation;
(5) Partial credit is allowed, in the amount of the fee or commission provided the fee or commission does not exceed that customarily allowed for similar services, for a bona fide service, such as professional, technical, consultant, or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract.

A Provider's failure to comply with the requirements of this Special Provision shall constitute a material breach of this contract. In such a case, the Authority/Department reserves the right to terminate the contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Provider, not as a penalty but as liquidated damages to the Authority/Department; or such other remedy or remedies as the Authority/Department deems appropriate.

12/06
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ATTACHMENT H-1

Subprovider Monitoring System
Commitment Worksheet

Contract #:_____ Assigned Goal: 12.2% Federally Funded _____
County Funded _____
Prime Provider: TEDSI Infrastructure Group, Inc. Total Contract Amount: $270,100.69
Prime Provider Info: DBE___ HUB X Both ___
Vendor ID #: 17601280146 DBE/HUB Expiration Date: 5/22/2016
(First 11 Digits Only)

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

Subprovider(s) (List All)	**Type of Work**	**Vendor ID #** (First 11 Digits Only)	**D=DBE H=HUB**	**Expiration Date**	**$ Amount or % of Work ***
Fagan Consulting, LLC	Toll Road System Development	12736535738	D	5/22/2016	15%
JM Engineering, LLC	ITS Design Toll Infrastructure Design	14519631999	D, H	H-12/29/2014 D-01/04/2015	10%
WP Consultants, Inc.	Toll Road System Development	17606499998			5%
Unintech Consulting Engineers, Inc.	Infrastructure Structural Design	17428644532	D, H	D- 8/31/2014 H-8/31/2015	2%
The Warren Group Architects, Inc.	Architectural/ Aesthetics Design	12008447315	D, H	H-10/31/2015	2%
Subprovider(s) Contract or % of Work* Totals					

*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total DBE **or** HUB Commitment Dollars $0.00 (DBE)

Total DBE **or** HUB Commitment Percentages of Contract 12.2% (DBE)
(Commitment Dollars and Percentages are for Subproviders only)

12/06 DBEH1.AT

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). ***NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.***

Contract #: _____ Assigned Goal: 12.2% Prime Provider TEDSI Infrastructure Group, Inc.

Work Authorization (WA)#: _____ WA Amount: **$0** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
FC	**$0**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: TEDSI Infrastructure Group, Inc. **Address:** 1201 E. Expressway 83, Mission, TX 78572 **VID Number:** 17601280146 **PH:** (956) 424-7898**; & FAX:** (956) 424-7022 **Email:** jsalinas@tedsi.com	**Name:** Jesus Salinas. ***(Please Print)*** **Title:** President **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**
VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).	

ATTACHMENT H-3
Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) _____/_____

Contract #: _____
Date of Execution: _____
Prime Provider: TEDSI Infrastructure Group, Inc.
Work Authorization No. : _____

Original Contract Amount: **$0**
Approved Supplemental Agreements: **$0**
Total Contract Amount: **$0**
Work Authorization Amount: **$0**

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
D	Fagan Consulting, LLC	Toll Road System Development					
D	JM Engineering, LLC	ITS Design Toll Infrastructure Design					
	WP Consultants, Inc.	Toll Road System					
D	Unintech Consulting Engineers, Inc.	Infrastructure Structural Design					
D	The Warren Group Architects, Inc.	Architectural/ Aesthetics Design					

Fill out Progress Assessment Report with each estimate/invoice submitted, *for all subcontracts*, and forward as follows:
1 Copy with Invoice - Hidalgo County Regional Mobility Authority Office
I hereby certify that the above is true and correct statement of the amounts paid to the firms listed above.

Print Name - Company Official /DBE Liaison Officer _____ Signature _____ Phone _____ Date _____

Email _____ Fax _____

ATTACHMENT H-4

Subprovider Monitoring System
Final Report

The Final Report Form should be filled out by the Prime Provider and submitted to the Contract Manager and the Business Opportunity Programs Office for review upon completion of the contract. The report should reflect **all subcontract activity** on the project. The report will aid in expediting the final estimate for payment. If the HUB or DBE goal requirements were not met, documentation supporting good faith efforts must be submitted.

DBE Goal: 12.2 % **OR** HUB Goal: _____%

Total Contract Amount: **$0** Total Contract Amount: $270,100.69

Contract Number:

Vendor ID #	**Subprovider**	**Total $ Amount Paid to Date**
12736535738	Fagan Consulting, LLC	
14519631999	JM Engineering, LLC	
17606499998	WP Consultants, Inc.	
17428644532	Unintech Consulting Engineers, Inc.	
12008447315	The Warren Group Architects, Inc.	
TOTAL		

This is to certify that _____% of the work was completed by the HUB or DBE subproviders as stated above.

_____
By: Prime Provider

_____
Per: Signature

Subscribed and sworn to before me, this _____ day of _____, 20 __

_____Notary Public _____ County

My Commission expires:_____

12/06 DBE-H4.A

ATTACHMENT H-5

Federal Subprovider and Supplier Information

The Provider shall indicate below the name, address and phone number of all successful and unsuccessful subproviders and/or suppliers that provided proposals/quotes for this contract prior to execution. You may reproduce this form if additional space is needed.

Name	Address	Phone Number
Fagan Consulting, LLC	16001 Spillman Ranch Loop Austin, Texas 78738	512-517-8053
JM Engineering, LLC	1314 Hillridge Drive Round Rock, Texas 78665	512-614-0226
WP Consultants, Inc.	26715 Decker Prairie Rosehill Rd. Magnolia, Texas 77355	281-448-4888
Unintech Consulting Engineers, Inc.	2431 E. Evans Road San Antonio, Texas 78259	210-641-6003
The Warren Group Architects, Inc.	1801 South 2nd Street, Suite 330 McAllen, Texas 78503	956-994-1900

The information must be provided and returned with the contract.

_____ _____

Signature Date

Jesus Salinas, President jsalinas@tedsi.com (956) 424-7898

Printed Name Email Phone #

ATTACHMENT H-6

Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report

HUB Subcontracting Plan (HSP)
Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Contract/Requisition Number: _____ Date of Award: _____ (mm/dd/yyyy) Object Code: _____ (Agency Use Only)

Contracting Agency/University Name: _____

Contractor (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

Reporting (Month) Period: _____ Total Amount Paid this Reporting Period to $ _____ -

Report HUB and Non-HUB subcontractor information

Subcontractor's Name	Subcontractor's VID or HUB Certificate Number	*Texas Certified HUB? (Yes or No)	Total Contract $ Amount from HSP with Subcontractor	Total $ Amount Paid This Reporting Period to Subcontractor	Total Contract $ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	

ATTACHMENT H-7

DBE CERTIFICATIONS

State of Texas

Historically Underutilized Business Certification and Compliance Program

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

TEDSI INFRASTRUCTURE GROUP, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB.

This certificate, printed 25-MAY-2012, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Certificate/VID Number:	1760128014600
File/Vendor Number:	008006
Approval Date:	22-MAY-2012
Expiration Date:	22-MAY-2016

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//cmbl/hubonly.html) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

The City of Austin
Small & Minority Business Resources Department affirms that

Fagan Consulting, LLC

is certified as a

Disadvantaged Business Enterprise

The City of Austin adheres to the U.S. Department of Transportation (DOT) DBE standards set forth in 49 CFR Part 26 and Part 23. Your DBE certification shall be valid at any Texas entity that receives DOT funds and has a DBE program.

NAICS Codes: 541611, 541614, 541618, 541690

Veronica Briseño Lara, Director
Small & Minority Business Resources Department

VENDOR CODE: **VS0000034750**

Certification is contingent upon the City receiving an affidavit of continued eligibility each year. Verification of certification status can be obtained by calling (512) 974-7645.

City of Austin

Small and Minority Business Resources Department certifies that

JM Engineering, LLC

is certified as a

Disadvantaged Business Enterprise

The City of Austin adheres to the U.S. Department of Transportation (DOT) DBE Standards set forth in 49 CFR Part 26 and Part 23. Your DBE certification shall be valid at any Texas entity that receives DOT funds and has a DBE Program.

Veronica Briseño Lara, Director
Small and Minority Business Resources Department

CITY'S VENDOR CODE: **VS0000035915**

EXPIRATION DATE:
1/04/2015
Certification is valid for three years, contingent upon the City receiving an affidavit of continued eligibility each year. **Verification of certification status can be obtained by calling 512.974.7645.**

State of Texas

Historically Underutilized Business Certification and Compliance Program

In accordance with the Memorandum of Agreement between the City of Austin (COA) and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

JM ENGINEERING, LLC

has successfully met the established requirements of the Statewide Historically Underutilized Business (HUB) Program to be recognized as a HUB.

This certificate, printed 12-JAN-2012, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the COA's program, you must immediately (within 30 days of such changes) notify the COA's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the COA's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Paul A. Gibson

Certificate/VID Number:	1451963199900
File/Vendor Number:	471732
Approval Date:	29-DEC-2011
Expiration Date:	29-DEC-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//cmbl/hubonly.html) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

City of Austin
Small and Minority Business Resources Department
certifies that

JM Engineering, LLC

meets all the criteria established by the City of Austin Minority-Owned and Women-Owned Business Enterprise Procurement Program, and is certified as a

Woman-Owned Business Enterprise

with the City of Austin.

Veronica Briseño Lara, Director
Small and Minority Business Resources Department

EXPIRATION DATE:
1/04/2015
Certification is valid for three years, contingent upon the City receiving an affidavit of continued eligibility each year.
Verification of certification status can be obtained by calling 512.974.7645.

CITY'S VENDOR CODE: **VS0000035915**

South Central Texas Regional Certification Agency

of Bexar County, Texas hereby duly affirms that:

Unintech Consulting Engineers, Inc.

has successfully met the established requirements of DOT's Disadvantaged Business Enterprise Program to be certified as a

Disadvantaged Business Enterprise (DBE)

Certified NAICS Codes:

NAICS-541330: ENGINEERING SERVICES
NAICS-541370: SURVEYING AND MAPPING SERVICES (EXCEPT GEOPHYSICAL)

Certification Number: 211088900
Effective Date: August 2, 2012

Blaine R. Mitchell
Executive Director

Note: This certificate is the property of the SCTRCA's and may be revoked should the above named firm graduate from or fails to comply with Department of Transportation's Disadvantaged Business Enterprise Program. Pursuant to 49 CFR Part 26.83 (j) an Annual Update Affidavit must be provided to affirm that your firm continues to meet SBA business size criteria and the overall gross receipts cap of this part.

South Central Texas Regional Certification Agency

Your unified certification source
www.sctrca.org

August 5, 2013

Wan-Yu Elisa Chan
Unintech Consulting Engineers, Inc.
2431 E. Evans Rd.
San Antonio, TX 78259

Dear Wan-Yu Elisa Chan:

We are pleased to inform you that your application for certification in our Disadvantaged Business Enterprise Program has been approved. Your firm met the requirements of 49 CFR Part 26 and/or 23 and the SCTRCA Policies and Procedures and is currently certified as a:

Disadvantaged Business Enterprise (DBE)

Certification Number: **211088900**
Certification Expiration: **August 31, 2014**

Providing the following products or services:
NAICS-541330: ENGINEERING SERVICES
NAICS-541370: SURVEYING AND MAPPING SERVICES (EXCEPT GEOPHYSICAL)

It is your obligation to provide an annual update to maintain your eligibility in our DBE program. The SCTRCA will send a reminder notice **sixty (60) days** prior to your expiration. You must complete and submit to this office, on or before your anniversary date, an Annual Update Affidavit along with all additional information (as noted on the Annual Update Affidavit application). Please realize that the SCTRCA reserves the right to request any other documentation that may be necessary to make a certification determination.

Please notify this office immediately of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Failure to comply with this requirement may result in decertification. Thank you in advance.

Sincerely,

Blaine R. Mitchell
Executive Director

SUSAN COMBS

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. BOX 13186 • AUSTIN, TX 78711-3186

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority- and woman-owned businesses as HUBs and is designed to facilitate the participation of minority- and woman-owned businesses in state agency procurement opportunities. The CPA has established Memorandums of Agreement with other organizations that certify minority- and women-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority- and women-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the South Central Texas Regional Certification Agency (SCTRCA), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at http://www.window.state.tx.us/procurement//cmbl/hubonly.html. Provided that your company continues to remain certified with the SCTRCA, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the SCTRCA in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the SCTRCA and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the SCTRCA, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at (512) 463-5872 or toll-free In Texas at (888) 863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB

Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1742864453200**
File/Vendor Number:	**25207**
Approval Date:	**05-AUG-2013**
Scheduled Expiration Date:	**31-AUG-2015**

In accordance with the Memorandum of Agreement between the
South Central Texas Regional Certification Agency (SCTRCA)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

UNINTECH CONSULTING ENGINEERS, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 23-AUG-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the SCTRCA's program, you must immediately (within 30 days of such changes) notify the SCTRCA's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the SCTRCA's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (**http://www.window.state.tx.us/procurement/cmbl/cmblhub.html**) or by contacting the HUB Program at **1-888-863-5881** or **512- 463-5872**.

Rev. 09/12

Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a **DBE** in accordance with Federal Regulations 49 CFR, Part 26

NASSRI-WARREN GROUP ARCHITECTS, INC. (VN 20918)

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month.

Current certification information will be listed in the TUCP Directory. The TUCP Directory website is www.txdot.gov

R. D. Brown

R.D. Brown, M.A., Director
DBE & SBE Programs Section
Office of Civil Rights

SUSAN COMBS

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. BOX 13186 • AUSTIN, TX 78711-3186

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority- and woman-owned businesses as HUBs and is designed to facilitate the participation of minority- and woman-owned businesses in state agency procurement opportunities. The CPA has established Memorandums of Agreement with other organizations that certify minority- and women-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority- and women-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the Texas Department of Transportation (TXDOT), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at http://www.window.state.tx.us/procurement//cmbl/hubonly.html. Provided that your company continues to remain certified with the TXDOT, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the TXDOT in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the TXDOT and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the TXDOT, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at (512) 463-5872 or toll-free In Texas at (888) 863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1200844731500**
File/Vendor Number:	**03816**
Approval Date:	**06-NOV-2012**
Scheduled Expiration Date:	**31-OCT-2015**

In accordance with the Memorandum of Agreement between the
Texas Department of Transportation (TXDOT)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

NASSRI-WARREN GROUP ARCHITECTS, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 16-NOV-2012, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the TXDOT's program, you must immediately (within 30 days of such changes) notify the TXDOT's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the TXDOT's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (**http://www.window.state.tx.us/procurement/cmbl/cmblhub.html**) or by contacting the HUB Program at **1-888-863-5881** or **512- 463-5872**.

ATTACHMENT I

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/2/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
1500 Citywest Blvd., Suite 500
Houston TX 77042

CONTACT NAME: Nicole Schlueter
PHONE (A/C, No, Ext): 713-965-7406 **FAX (A/C, No):** 713-952-9939
E-MAIL ADDRESS: nschlueter@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Casualty Co of Reading PA	20427
INSURER B : Continental Casualty Company	20443
INSURER C : Continental Insurance Company	35289
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TEDSI
TEDSI Infrastructure Group, Inc.
1201 East Expressway 83
Mission TX 78572

COVERAGES **CERTIFICATE NUMBER:** 1472251007 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			B1075066054	9/11/2013	9/11/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			B2097261054	9/11/2013	9/11/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			B2090503299	9/11/2013	9/11/2014	EACH OCCURRENCE AGGREGATE $	$2,000,000 $2,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC268980107	9/11/2013	9/11/2014	X WC STATU-TORY LIMITS X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	Professional Liability			AEH113771047	9/11/2013	9/11/2014	Each Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: ITS & Toll Design Services
The General Liability and Automobile Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status and General Liability, Automobile Liability and Workers' Compensation policy includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

Hidalgo County Regional Mobility Authority
118 South Cage Boulevard
Pharr TX 78577

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

ATTACHMENT J

CONFLICTS CERTIFICATION

ATTACHMENT J

CONFLICTS CERTIFICATION

1. Business Relationships:

   The RMA has adopted a conflict of interest policy which generally requires disclosure of any business relationships with RMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy for Consultants, the list of Board Members and Key Personnel, and the Disclosure Form can be obtained from the RMA website (www.hcrma.net). Engineer all any sub consultants to Engineer shall adhere to this policy and provide any required disclosures.

2. Adverse Matters:

   Engineer must disclose conflicts of interest by identifying any matter in which the Engineer becomes adverse to the RMA or the Texas Department of Transportation or to the State of Texas or any of its boards, agencies, commissions, universities, elected or appointed officials, or Hidalgo County during the term of the Agreement.

3. Direct and Indirect Interest:

   The Engineer shall ensure that, during the term of the Agreement, the Engineer, including any of its principals, will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of Engineer's obligations under the agreement, including, but not limited to, ownership of property in the right-of-way of any of the independent projects of the Hidalgo County Roadway System. The Engineer warrants that, in the performance of the Agreement, the Engineer shall not employ any person, or subcontract with any entity, having such known interest.

ENGINEER: TEDSI Infrastructure Group

BY: _____

DATE: July 2, 2014

ATTACHMENT J

CONFLICTS CERTIFICATION

1. Business Relationships:

The RMA has adopted a conflict of interest policy which generally requires disclosure of any business relationships with RMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy for Consultants, the list of Board Members and Key Personnel, and the Disclosure Form can be obtained from the RMA website (www.hcrma.net). Engineer all any sub consultants to Engineer shall adhere to this policy and provide any required disclosures.

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CONSULTANT: Fagan Consulting, LLC

BY: Ronald A. Fagan _____

DATE: July 2, 2014

ATTACHMENT J

CONFLICTS CERTIFICATION

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ENGINEER: JM Engineering, LLC

BY: Jay A. Weinberger, PE

DATE: July 2, 2014

ATTACHMENT J

CONFLICTS CERTIFICATION

1. Business Relationships:

   The RMA has adopted a conflict of interest policy which generally requires disclosure of any business relationships with RMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy for Consultants, the list of Board Members and Key Personnel, and the Disclosure Form can be obtained from the RMA website (www.hcrma.net). Engineer all any sub consultants to Engineer shall adhere to this policy and provide any required disclosures.

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WP Consultants Inc
ENGINEER: _____

BY: _____

DATE: 6/2/14

ATTACHMENT J

CONFLICTS CERTIFICATION

1. Business Relationships:

   The RMA has adopted a conflict of interest policy which generally requires disclosure of any business relationships with RMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy for Consultants, the list of Board Members and Key Personnel, and the Disclosure Form can be obtained from the RMA website (www.hcrma.net). Engineer all any sub consultants to Engineer shall adhere to this policy and provide any required disclosures.

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ENGINEER: Unintech Consulting Engineers, Inc.

BY: _____

DATE: July 2, 2014

ATTACHMENT J

CONFLICTS CERTIFICATION

1. Business Relationships:

   The RMA has adopted a conflict of interest policy which generally requires disclosure of any business relationships with RMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy for Consultants, the list of Board Members and Key Personnel, and the Disclosure Form can be obtained from the RMA website (www.hcrma.net). Engineer all any sub consultants to Engineer shall adhere to this policy and provide any required disclosures.

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ARCHITECT: Laura Nassri Warren

BY: _____

DATE: July 2, 2014

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

TEDSI Infrastructure Group

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

NONE

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

July 2, 2014

Date

Adopted 06/29/2007

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

None

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

July 2, 2014

Date

Adopted 06/29/2007

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Wayne E Treise

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6/2/14

Date

Adopted 06/29/2007

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Date Received

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Not Applicable

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_____

Signature of person doing business with the governmental entity

07-02-2014

Date

Adopted 06/29/2007

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

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July 2, 2014

Date

Adopted 06/29/2007

ATTACHMENT K
DEBARMENT CERTIFICATION

DEBARMENT CERTIFICATION
ARCHITECTURAL, ENGINEERING AND SURVEYING
("PROVIDER") CONTRACTS

(1) The **PROVIDER** certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

TEDSI Infrastructure Group
Name of Provider

Signature of Certifying Official

Executive Vice President
Title of Certifying Official

July 2, 2014
Date

(2) Where the **PROVIDER** is unable to certify to any of the statements in this certification, such **PROVIDER** shall attach an explanation to this certification.

Exceptions will not necessarily result in denial of award. Providing false information may result in criminal prosecution or administrative sanctions.

* federal, state or local

Texas Department of Transportation

Form 2510
(Rev. 09/13)
Page 1 of 1

DEBARMENT CERTIFICATION
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Fagan Consulitng, LLC

Name of Provider

Signature of Certifying Official

Title of Certifying Official

July 2, 2014

Date

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Contact/Help

Texas Department of Transportation

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JM Engineering, LLC
Name of Provider

Melissa L Tomlyn
Signature of Certifying Official

President
Title of Certifying Official

07/02/14
Date

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Texas Department of Transportation

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Wayne E Freise
Name of Provider

Wayne E Freise
Signature of Certifying Official

President
Title of Certifying Official

6/2/14
Date

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Unintech Consulting Engineers, Inc.
Name of Provider

Signature of Certifying Official

CEO
Title of Certifying Official

07/02/14
Date

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Texas Department of Transportation

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Laura Nassri Warren
Name of Provider

Signature of Certifying Official

AIA/Principal
Title of Certifying Official

July 02, 2014
Date

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Item 3I

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3I**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/24/14**
FINANCE COMMITTEE		**MEETING DATE**	**7/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014-76 – APPROVAL OF WORK AUTHORIZATION NUMBER 1 TO PROFESSIONAL SERVICE AGREEMENT WITH TEDSI INFRASTRUCTURE GROUP TO PROVIDE ITS AND TOLL DESIGNER SERVICES FOR THE HIDALGO COUNTY LOOP SYSTEM.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___ No

   Approval of Work Authorization Number 1 to Professional Service Agreement with TEDSI to provide ITS and Toll Designer Services in the amount of $270,100.69.

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 Work Authorizations	$ 0.00
Proposed Work Authorization Number 1	**$270,100.69**

3. Staff Recommendation**: Motion to approve Resolution 2014-76 - Approval of Work Authorization Number 1 to the Professional Service Agreement with TEDSI Infrastructure Group to provide ITS and Toll Designer Services in the amount of $270,100.69 for a maximum payable fee of $270,100.69.**

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: July 14, 2014

Re: **Approval of Work Authorization Number 1 to Professional Service Agreement with TEDSI for ITS and Toll Designer Services**

Background

On March 31, 2014, the Hidalgo County Regional Mobility Authority (HCRMA) Board of Directors authorized the Technical Committee to rate, rank and recommend a short list for ITS & Toll Designer Services for the Hidalgo County Loop System.

On May 21, 2014, the HCRMA Board of Directors interviewed firms, selected TEDSI and authorized staff to negotiate a Professional Service Agreement with TEDSI.

Goal

With approval of the update to the HCRMA 2015-2019 Strategic Plan, the International Bridge Trade Corridor (IBTC) Project is schedule to bid in December of 2015. In order to meet this schedule, final plans, specifications and estimates will need to be prepared by a consulting engineer. In order for the final design to be completed, the Intelligent Transportation System and Toll elements of the project will need to be determined.

Staff has negotiated Work Authorization Number 1 with TESI in the amount of $270,100.69 to provide the following ITS and Toll Designer Services for the Hidalgo County Loop System:

- Prepare Concept of Operations
  - Infrastructure
  - Tolling Technology
  - Field Support
  - System Architecture
  - System Constraints
  - External Interfaces
  - Roles and Responsibilities

- Prepare Business Rules
  - Toll Operations Business Rules
  - Image Review Business Rules
  - Pay-by- Plate Business Rules
  - Violation Processing Business Rules
  - Dispute Processing Business Rules
  - Customer Services Business Rules

Options
The Board of Directors could chose to not award the Work Authorization Number 1 or defer action to a future agenda.

Recommendation
Based on review by this office, **approval of Resolution 2014-76– Approval of Work Authorization Number 1 to the Professional Service Agreement with TEDSI Infrastructure Group for ITS and Toll Designer Services in the amount of $270,100.69 is recommended as presented.**

If you should have any questions or require additional information, please advise.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 76

APPROVAL OF WORK AUTHORIATION NUMBER 1 TO PROFESSIONAL SERVICE AGREEMENT WITH TEDSI INFRASTRUCTURE GROUP FOR ITS & TOLL DESIGNER SERVICES FOR THE HIGALGO COUNTY LOOP SYSTEM

THIS RESOLUTION is adopted this 23rd day of July, 2014, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on March 31, 2014, the Board of Directors authorized the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for ITS & Toll Designer Services; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the ITS & Toll Designer Services and recommends that the top two firms of TEDSI Infrastructure Group and Maldonado-Burkett be interviewed by the Board of Directors; and

WHEREAS, on April 23, 2014, the Board of Directors accepted the Technical Committee short list ranking and authorized staff to schedule formal interviews with TEDSI Infrastructure Group and Maldonado-Burkett at the next available regular meeting: and

WHEREAS, on May 21, 2014, the Board of Directors interviewed all the short listed firms for ITS & Toll Designer Services for the Hidalgo County Loop System, determined a final ranking and authorize HCRMA Staff to negotiate with TEDSI Infrastructure Group; and

WHEREAS, on July 23, 2014, the Authority approved the Professional Service Agreement with TEDSI Infrastructure Group for ITS and Toll Designer Services for the Hidalgo County Loop System; and

WHEREAS, staff has negotiated Work Authorization Number 1 to the Professional Service Agreement with TEDSI Infrastructure Group for ITS and Toll Designer Services for the Hidalgo County Loop System; and

WHEREAS, the Authority has determined it is necessary to approve Work Authorization Number 1 to the Professional Service Agreement with TEDSI Infrastructure Group for ITS and Toll Designer Services in the amount of $270,100.69;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Work Authorization Number 1 to the Professional Service Agreement with TEDSI Infrastructure Group for ITS & Toll Designer Services for the Hidalgo County Loop System, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization Number 1 to the Professional Service Agreement with TEDSI Infrastructure Group for ITS & Toll Designer Services.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of July, 2014, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION NUMBER 1
TO
PROFESSIONAL SERVICE AGREEMENT
WITH
TEDSI INFRASTRUCTURE GROUP
DATED JULY 23, 2014
FOR
ITS & TOLL DESIGNER SERVICES
FOR
HIDALGO COUNTY LOOP SYSTEM

WORK AUTHORIZATION NO. 1

WORK AUTHORIZATION NO. 1

WORK AUTHORIZATION NO. __1__
AGREEMENT FOR SURVEYING 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 $270,100.69 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 1, 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 Intelligent Traffic System and Tolling Design for HCRMA 0000 Systemwide Projects including the 0010 IBTC and 0030 SH 365 Tollroads."

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR	**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 Surveyor
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Exhibit H-2	Subprovider Monitoring System Commitment Agreement

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

GENERAL
This contract will include the following items of work which may have overlap due to accelerated schedule:

APD Coordination with **AUTHORITY** for Final Environmental documentation

PS&E P.S. & E. Development

The **AUTHORITY** will provide the following general items.
1. Authorization to begin work.
2. Timely payment for work performed by the **Engineer** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project.
5. Review and approve the **Engineer**'s progress schedule with milestone activities and/or deliverables identified.
6. Provide timely review and decisions in accordance with **the Intelligent Traffic and Toll Systems Agreement between HCRMA and TxDOT** in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule identified in Attachment F.
7. Request Project CSJ's from TxDOT.

ROUTE AND DESIGN STUDIES (FC 110)
The **AUTHORITY** will provide the following:

Design Criteria
1. Attend Design Concept Conference to approve design criteria.
2. Review/approve Design Summary Report.
3. Attend and participate in the Value Engineering Study

Schematic Update
1. Provide all design and reference files in electronic (.dgn) format for existing schematic.
2. Provide drainage layout currently on file in Arcview Format.

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

SOC, ECO AND ENVIRON STUDIES & PUBLIC INVOLVEMENT (FC 120)

The **AUTHORITY** will provide the Environmental Document and electronic Constraints map for the project for development of the Environmental Permits, Issues and Commitments (EPIC) sheets and any other compliance issues.

RIGHT-OF-WAY DATA (FC 130)

The **AUTHORITY** will provide the following:

1. Assist the **Engineer**, as necessary, with coordination of any utility relocations that may be required.
2. Ownership Data in a .dgn file
   a. Ownership Information shall be provided for the corridor width.
   b. All utility ownership shall be provided.
3. Parcel plats & Right-of-Way Map.
   a. A ROW map, parcel plats and field notes shall be prepared and furnished.
   b. ROW map and field notes shall be revised as required due to changes in Highway Design, Ownership Changes or Revised Parcel Numbering. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
   c. ROW map must depict all improvements affecting ROW.
   d. ROW map must meet all requirements as specified in TxDOT ROW manuals.
4. Utility Adjustments:
   AUTHORITY (TxDOT as necessary) will execute utility agreements provided by the Engineer for all required utility adjustments.
5. Survey and Stake Right-of-Way
6. Right of Entry to all affected properties located within the project limits.
7. Deliverables: Right of way Map in electronic format (.dgn).

FIELD SURVEYING AND PHOTOGRAMMETRY (FC 150)

The **AUTHORITY** will provide the following:

Deliverables:

1. Survey Control Data Sheets signed and sealed by a RPLS on mylar 11X17 sheets.
2. 2d-planimetric, 3d-digital terrain model in a Microstation (.dgn) format delivered on CD ROM media. Also to be included is the TIN file, and Geopak files utilized and/or generated by Surveyor.
3. One Hard Copy of Field Surveying Book
4. All survey information required for the development of the PS&E for the project.

DRAINAGE (FC 161)

The **AUTHORITY** will provide the following:

1. Timely review/approval of the Hydraulic Study.

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

MISCELLANEOUS ROADWAY (FC 163)

The **AUTHORITY** will provide the following:

1. Timely review and approval of TCP in coordination with TxDOT.
2. Provide Aesthetic plans and details for project.

MANAGEMENT (FC 164)

The **AUTHORITY** will provide the following:

1. Attend/participate in progress meetings as required.

Timely review of submittals as required.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER
Toll Consultant Work Scope

The objective of this task is to position HCRMA in such a way so as to be prepared to understand the tolling options available for operations and maintenance and to facilitate sound decision-making. Those decisions will be documented in a series of focused deliverables prepared by the toll consultant that present to the tolling industry the agency's preferred approach and set the stage for procurement. These deliverables will be the Concept of Operations, the toll Business Rules, and the Procurement Documents as defined below.

Toll Consultant Task 1 – Prepare Concept of Operations

The Toll Consultant shall prepare a Concept of Operations (ConOps) document. A ConOps is a foundational document that outlines the system(s) to be deployed and sets the technical course for a project. Its purpose is to convey a high-level view of the system(s) for stakeholder understanding. A ConOps, as defined by Federal Highway Administration (FHWA), typically includes, as appropriate, goals and objectives, operational concepts, system characteristics, system constraints and limitations, institutional issues, external interfaces, stakeholder functions, roles and responsibilities, and next steps. The document that the Toll Consultant shall produce for HCRMA shall focus on the tolling aspect for long-term (ultimate) HCRMA Loop and short-term SH 365 and IBTC Tollroad Projects. Also, should address methodology for leakage due to foreign nationals and how do we interface with International Bridges and deployment due to the new electronic systems and technology features introduced by this project.

The Toll Consultant shall develop the HCRMA ConOps according to the following table of contents:

- Introduction
    - Background
    - Goals and Objectives
- Existing Conditions
    - Physical Conditions
    - Roadway Characteristics
    - Deployed Technology
    - Communications Network
    - Power Distribution System
    - Current Traffic Management System Connectivity
    - Ongoing and Planned Improvements in Corridor
- Project Concept - Overview
    - Toll Operations Alternatives
        - All-electronic vs. electronic plus cash toll collection
        - Trip-based tolling vs. segment-based tolling
        - Self-operated back office vs. contracted-out back office vs. direct connection to interoperable hub
    - Pricing Strategy
    - Toll Operations Approach

- Project Concept – Infrastructure
    - Toll Lane Design
    - Toll Zones
    - Toll Gantries
    - Ingress and Egress
    - Lanes and Shoulders
    - Buffer Zones
    - Enforcement
    - Electronic Signage
    - New ITS in Toll Lanes
    - Communications
    - Electrical Service
    - Toll Equipment Cabinet or Building
- Tolling Technology
    - Transponders
    - Transponder Readers
    - Vehicle Classification System
    - Vehicle Identification System
    - Enforcement System
    - CCTV Cameras
    - Toll Collection Central System
    - Reporting Data
- Field Support
    - Operations
    - Maintenance
    - Incident Management
- System Architecture, Operational Concepts, System Characteristics
- System Constraints and Limitations, Institutional Issues
- External Interfaces / Required Interface Control Documents
- Roles and Responsibilities
    - Responsibility Matrix
- Next Steps

Timeline: 3 months from Notice to Proceed to deliver draft document, final version due 2 weeks after comments resolved

Deliverables: Draft Concept of Operations, Disposition of Comments, Final Concept of Operations

Toll Consultant Task 2 – Prepare Business Rules

Business rules for operating a toll road describe the operations, definitions, and constraints that apply to the organization. Business rules can apply to people, processes, corporate behavior, and computing systems in

the organization, and are put in place to help the organization achieve its goals. They provide detailed guidance about how a strategy can be translated to action and are often the precursor to development of standard operating procedures and operational policies. Business rules can impact the civil design and should be established as early as possible so that design can support the needs of the business.

Examples of business rules that can impact design are as follows:

- Traffic levels on the tolled lanes shall be managed by toll levels to maintain a minimum speed of 45 miles per hour.
    - *This business rule implies that there is a roadway system measuring and reporting vehicle speeds in addition to collecting tolls and that the toll system pricing can be adjusted to maintain the minimum speed requirement. Accordingly, additional vehicle detection in the toll lanes might be required.*

- For vehicles pulling trailers with no valid transponder detection, then only the front license plate (LP) image is used for transaction processing against the valid LP list. If the front LP is not listed in the valid LP list, then the transaction is pursued as a violation transaction (or pay-by-plate toll).
    - *This business rule implies that the roadway system has both front and rear LP cameras and processing capability and can discern when a trailer is being pulled and will process the front camera images in this case. This means that double gantries might be required, spaced very carefully to support the needs of the cameras.*

The Toll Consultant shall develop the HCRMA Business Rule document according to the following table of contents:

- Introduction
- Toll Operations Business Rules
- Image Review Business Rules
- Pay-by-Plate Business Rules
- Violation Processing Business Rules
- Dispute Processing Business Rules
- Customer Service Business Rules
- Other Categories as needed based on final ConOps

Deliverables: Draft Business Rules, Disposition of Comments, Final Business Rules

EXHIBIT C
WORK SCHEDULE

0000 Toll Consultant
Exhibit C - Work Schedule

ID	Task Name	Duration	Start	Finish	14	2015				2016				2017				2018		
					Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3
1	**TOLL CONSULTANT**	**95 days**	**Fri 8/1/14**	**Mon 11/3/14**																	
2	TASK 1 - PREPARE CONCEPT OF OPERATIONS	95 days	Fri 8/1/14	Mon 11/3/14	**8/1**	**11/3**															
3	TASK 2 - PREPARE BUSINESS RULES	95 days	Fri 8/1/14	Mon 11/3/14	**8/1**	**11/3**															

Task	HCRMA/ TxDOT Review	Rolled Up Task	Split		Group By Summary		
Progress	Milestone	Rolled Up Milestone	External Tasks		Deadline		
Project Management	Summary	Rolled Up Progress	Project Summary				

EXHIBIT D
FEE SCHEDULE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System

Prime: TEDSI Infrastructure, Inc.
Schedule Duration: 4 Months

Exhibit D - Fee Schedule
Fee Schedule/Budget for Task 1 and Task 2
Hidalgo County Regional Mobility Authority (HCRMA)

INTELLIGENT TRAFFIC SYSTEM AND TOLLING DESIGN PROJECT - TASK 1 AND TASK 2

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Sr Project Manager / QA/QC Manager	Senior Engineer (V)	Project Engineer (V)	Project Engineer (Engineer III, IV)	Engineering in Training	Sr Engineering Technician	CADD Operator	Admin /Clerical	Total Labor Hrs.	Remarks	Task Cost
PROJECT MANAGEMENT SERVICES (SUBCONSULTANTS) (4.0 Months) WA #1											
Assist in preprare/Manage Work Authorizations (PS&E Development) (Including Record keeping, filing, administration, Etc) and Overall QA/QC	14	20						15	49		$ 7,317.83
Schedule & Attend Meetings - 4 Meeting Workshops/Board & Planning	72	72	72					9	225		$ 37,938.69
Coordination/Prepare Sub Work Authorizations/Manage Subconsultants	8	9							17		$ 3,204.34
	94	**101**	**72**	**0**	**0**	**0**	**0**	**24**	**291**		**$ 48,460.86**
TASK 1 CONCEPT DEVELOPMENT											
1 - Kickoff Presentation											
1.1 - Develop Structured Questions	8	9	9						26		$ 4,473.43
1.2 - Develop ETC Overview Presentation	21	20	20					15	76		$ 11,524.17
2 - Kickoff Discovery											
2.1 - ETC Overview Presentiation	19	20	20						59		$ 10,182.98
2.2 - Structured Interviews/Dialogue									0		$ -
2.3 - Documentation of responses	15	15	15						45		$ 7,785.75
2.4 - Submit responses for review	9	9	9					6	33		$ 5,049.51
2.5 - Revise responses	7	7	7					7	28		$ 4,074.42
2.6 - Submit final Responses	9	9	9					6	33		$ 5,049.51
3 - Con Ops											
3.1 - First Draft ConOps	39	29	20					15	103		$ 16,708.71
3.2 Submt/Discuss draft	20	20							40		$ 7,560.80
3.3 - Revise draft	9	9						9	27		$ 3,969.45
3.4 - Submit Final Draft ConOps	9	9	9						27		$ 4,671.45
	165	**156**	**118**	**0**	**0**	**0**	**0**	**58**	**497**		**$ 81,050.18**
TASK 2 BUSINESS RULES											
4 - Business Rules											
4.1 - Draft High Levels BRs	15	15	15					9	54		$ 8,352.84
4.2 - Submitt/discuss High Levels BRs	30	30	15					9	84		$ 14,023.44
4.3 - Revise Draft BRs	9	9						9	27		$ 3,969.45
4.4 - Submit Final Draft BRs	6	6	6						18		$ 3,114.30
	60	**60**	**36**	**0**	**0**	**0**	**0**	**27**	**183**		**$ 29,460.03**
HOURS TOTAL	**319**	**317**	**226**	**0**	**0**	**0**	**0**	**109**	**474**		
LABOR RATE PER HOUR	**$ 198.02**	**$ 180.02**	**$ 141.01**	**$ 126.01**	**$ 111.01**	**$96.01**	**$ 78.01**	**$ 63.01**			
TOTAL DIRECT LABOR COSTS	**$ 63,168.38**	**$ 57,066.34**	**$ 31,868.26**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 6,868.09**	**$ 158,971.07**		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	**39.74%**	**35.90%**	**20.05%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**4.32%**	**100.00%**	**CHECK**	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	**67.30%**	**66.88%**	**47.68%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**23.00%**	**204.85%**	**$ 158,971.07**	
TOTAL DIRECT LABOR COST											**$ 158,971.07**

DIRECT EXPENSES	**Rate**	**Unit**	**Amount**	**Total**				
Lodging / Hotel ($100.00 / DAY)	$ 100.00	Each	8	$ 800.00			**$ 800.00**	
Meals ($50.00 / DAY)	$ 50.00	Each	16	$ 800.00			**$ 800.00**	
Rental Car & Fuel (per day)	$ 90.00	Each	10	$ 900.00			**$ 900.00**	
Air Travel	$ 800.00	Each	6	$ 4,800.00			**$ 4,800.00**	
Airport Parking (per day)	$ 20.00	Each	32	$ 640.00			**$ 640.00**	
Mileage	$ 0.565	per mile	1,000	$ 565.00			**$ 565.00**	
IMPLAN Dataset	$ 400.00	Each	0	$ -			**$ -**	
Overnight Mail - letter size	$ 50.00	Each	12	$ 600.00			**$ 600.00**	
Courier Services	$ 50.00	Each	12	$ 600.00			**$ 600.00**	
Photocopies B/W (8.5 X 11)	$ 0.10	Each	1,000	$ 100.00			**$ 100.00**	
Photocopies B/W (11 X 17)	$ 0.20	Each	500	$ 100.00			**$ 100.00**	
Photocopies Color (8.5 X 11)	$ 0.70	Each	500	$ 350.00			**$ 350.00**	
Photocopies Color (11 X 17)	$ 1.25	Each	500	$ 625.00			**$ 625.00**	
Plots (Color on Bond)	$ 2.00	Linear Foot	50	$ 100.00			**$ 100.00**	
TOTAL DIRECT EXPENSES				**$ 10,980.00**				**$ 10,980.00**
Fagan Consulting, LLC (DBE Subconsultant)	**Work:**						**$ 100,149.62**	
						TOTAL SPECIAL SERVICES FEE DBE (SUBCONSULTANTS REFER TO D-1)	**$ 100,149.62**	**$ 100,149.62**
GRAND TOTAL								**$ 270,100.69**

ASSUMPTIONS
NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System

Sub Consultant: Fagan Consulting, LLC
Schedule Duration: 4 months

Exhibit D-1 - Fee Schedule
Fee Schedule/Budget for Task 1 and Task 2
Hidalgo County Regional Mobility Authority (HCRMA)

INTELLIGENT TRAFFIC SYSTEM AND TOLLING DESIGN PROJECT - TASK 1 AND TASK 2

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Senior Task Manager	Task Manager	Senior Project Engineer	Senior Toll System Consultant	Toll System Specialist	Admin/Clerical			Total Labor Hrs.	Remarks	Task Cost
TASK 1 CONCEPT DEVELOPMENT											
1- Kickoff Presentation											
1.1 - Develop Structured Questions	8								8		$ 1,917.52
1.2 - Develop ETC Overview Presentation	15								15		$ 3,595.35
2 - Kickoff/Discovery											
2.1 - ETC Overview Presentation	15								15		$ 3,595.35
2.2 - Structured Interviews/Dialogue	55								55		$ 13,182.95
2.3 - Documentation of responses	11								11		$ 2,636.59
2.4 - Submit responses for review	7								7		$ 1,677.83
2.5 - Revise responses	7								7		$ 1,677.83
2.6 - Submit final response	5								5		$ 1,198.45
3 - Con Ops											
3.1 - First Draft ConOps	29			36					65		$ 14,787.49
3.2 - Submit/Discuss draft	15			15					30		$ 6,860.55
3.3 - Revise draft	7			7					14		$ 3,201.59
3.4 - Submit Final Draft ConOps	7								7		$ 1,677.83
									0		$ -
	181	**0**	**0**	**58**	**0**	**0**	**0**	**0**	**239**		**$ 56,009.33**
TASK 2 BUSINESS RULES											
4 - Business Rules											
4.1 - Draft high level BRs	11			22					33		$ 7,425.55
4.2 - Submit/discuss high level BRs	22			22					44		$ 10,062.14
4.3 - Revise Draft BRs	7			7					14		$ 3,201.59
Project Management	29								29		$ 6,951.01
	69	**0**	**0**	**51**	**0**	**0**	**0**	**0**	**120**		**$ 27,640.29**
HOURS TOTAL	**250**	**0**	**0**	**109**	**0**	**0**	**0**	**0**	**359**		
LABOR RATE PER HOUR	**$ 239.69**	**$ 189.16**	**$ 233.23**	**$ 217.68**	**$ 177.52**	**$58.29**	**$ -**	**$ -**			
TOTAL DIRECT LABOR COSTS	**$ 59,922.50**	**$ -**	**$ -**	**$ 23,727.12**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 83,649.62**		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	**71.64%**	**0.00%**	**0.00%**	**28.36%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**100.00%**	**CHECK**	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	**69.64%**	**0.00%**	**0.00%**	**30.36%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**100.00%**	**$ 83,649.62**	
TOTAL DIRECT LABOR COST											**$ 83,649.62**
Travel Expenses	**Trip 1**	**Trip 2**	**Trip 3**	**Trip 4**							
Senior Task Manager	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00						**$ 6,000.00**	
Senior Task Manager	$ 1,500.00	$ 1,500.00	$ -							**$ 3,000.00**	
Senior Toll System Consultant	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00						**$ 6,000.00**	
Toll System Consultant	$ 1,500.00		$ -	$ -						**$ 1,500.00**	
Subtotal Travel	$ 6,000.00	$ 4,500.00	$ 3,000.00	$ 3,000.00						**$ 16,500.00**	
TOTAL DIRECT EXPENSES				**$ 16,500.00**							**$ 16,500.00**
GRAND TOTAL											**$ 100,149.62**

ASSUMPTIONS
NONE

EXHIBIT H-2

SUBPROVIDER MONITORING SYSTEM COMMITMENT AGREEMENT

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). ***NOTE: Exhibit H-2 is required to be attached to each contract that does not include work authorizations. Exhibit H-2 is required to be attached with each work authorization. Exhibit H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.***

Contract #: _____ Assigned Goal: 12.2% Prime Provider TEDSI Infrastructure Group, Inc.

Work Authorization (WA)#: 1 WA Amount: **$270,100.69** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
FC Toll Road System Development	**$100,149.62**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: TEDSI Infrastructure Group, Inc. **Address:** 1201 E. Expressway 83, Mission, TX 78572 **VID Number:** 17601280146 **PH:** (956) 424-7898**; & FAX:** (956) 424-7022 **Email:** jsalinas@tedsi.com	**Name:** Jesus Salinas. ***(Please Print)*** **Title:** President _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name: Fagan Consulting, LLC** **VID Number: 12736535738** **Address: 16001 Spillman Ranch Loop, Austin, TX 78738** **PH: 512-517-8053 FX: 512-605-3782** **Email: ron@faganconsulting.com**	**Name:** Ronald A Fagan, P.E. ***(Please Print)*** **Title:** President _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

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Item 3J

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3J**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/14/14**
FINANCE COMMITTEE		**MEETING DATE**	**7/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014-77 - APPROVAL OF SUPPLEMENTAL NUMBER 1 TO PROFESSIONAL SERVICE AGREEMENT WITH HALFF ASSOCIATES TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 2.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Approval of Supplemental Number 1 to the Professional Service Agreement with Halff Associates to increase the maximum payable amount in the amount of $65,000.00 for relocation of the Valley View Road Lift Station for a revised maximum payable amount of $2,053,674.23.

3. Policy Implication: Board Policy, Local Government Code, Texas Government Code

4. Budgeted: X Yes ___No ___N/A Funding Source: VRF Bond

Approved Maximum Payable Amount for WA#1for final PS&E for IBTC Project	$1,988,674.23
Proposed increase for WA#2 for lift station PS&E	**$ 65,000.00**
Proposed revised maximum payable amount	**$2,053,674.23**

5. Staff Recommendation**: Motion to approve Resolution 2014-67 – Approval of Supplemental Number 1 to the Professional Service Agreement with Halff Associates to increase the Maximum Payable Amount for Work Authorization Number 2 in the amount of $65,000.00 for a revised maximum payable amount of $2,053,674.23.**

6. Program Manager's Recommendation: **X** Approved ___Disapproved ___None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: July 14, 2014

Re: **Approval of Supplemental Number 1 to Professional Service Agreement with Halff Associates**

Background
At the January 22, 2014, regular meeting, the Hidalgo County Regional Mobility Authority (HCRMA) Board of Directors authorized staff to negotiate with Halff & Associates for Engineering Service to prepare the final plans, specifications and estimates for the International Bridge Trade Corridor (IBTC) Project.

At the April 23, 2014, regular meeting, the HCRMA Board of Directors approved the Professional Service Agreement and Work Authorization Number 1 with Halff Associates to provide final plans, specifications and estimates for the IBTC Project in the amount of $1,988,674.23.

Goal
With approval of the update to the HCRMA 2015-2019 Strategic Plan, the IBTC Project is schedule to bid in December of 2015. In order to meet this schedule, final plans, specifications and estimates are being prepared.

The approved alignment (Agreed Order) for the IBTC contains a lift station within the right of way envelope. The lift station is owned by the City of Donna and is located on an existing utility easement dedicated to the City. The lift station will need to be relocated to clear the right of way for the proposed roadway.

Staff has negotiated a scope of work and fee for the lift station relocation and related appurtenances. The proposed fee for Work Authorization Number 2 is $65,000.00.

Options
If Work Authorization Number 2 with Halff Associates is disapproved, Supplemental Number 1 is not necessary.

Recommendation
Based on review by this office, **approval of Supplemental Number 1 to the Professional Service Agreement with Halff Associates to increase the maximum payable amount for Work Authorization Number 2 is recommended in the amount of $65,000.00, for a revised maximum payable amount of $2,053,674.23.**

If you should have any questions or require additional information, please advise.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 77

APPROVAL OF SUPPLEMENTAL NUMBER 1 TO PROFESSIONAL SERVICE AGREEMENT WITH HALFF ASSOCIATES TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 2

THIS RESOLUTION is adopted this 23rd day of July, 2014, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, the Authority has adopted a Strategic Plan that prioritizes the State Highway 365 (SH 365), International Bridge Trade Corridor (IBTC) and State Highway 68 (SH 68) Projects; and

WHEREAS, on December 10, 2013, the Authority closed on the Vehicle Registration Fee Revenue and Refunding Bond Series 2013 and has programmed the funds for the advance project development of the SH 365 and IBTC Projects; and

WHEREAS, the Authority solicited Statement of Qualifications for Engineering Services for the International Bridge Trade Corridor Project; and

WHEREAS, the Technical Committee rated, ranked and recommended a short list to the Board of Directors; and

WHEREAS, on November 20, 2013 the Board of Directors short listed TEDSI Infrastructure Group, S&B Infrastructure, Halff Associates, L&G Engineering and Unitech Consulting Engineers for Engineering Services; and

WHEREAS, on January 22, 2014, the Board of Directors interviewed the short listed firms and selected Halff Associates, TEDSI Infrastructure Group and S&B Infrastructure for Engineering Services and authorized Authority staff to negotiate a Professional Service Agreement with each firm; and

WHEREAS, on April 23, 2014, the Authority approved a Professional Service Agreement to Halff Associates to prepare plans, specifications and estimates for the IBTC Project in the amount of $1,988,674.98; and

WHEREAS, on July 23, 2014, the Authority approved Work Authorization Number 2 to the Professional Service Agreement with Halff Associates to prepare plans, specifications and estimates for the relocation of the Valley View Road Lift Station in the amount of $65,000.00; and

WHEREAS, the Authority has determined it is necessary to approve Supplemental Number 1 to the Professional Service Agreement with Halff Associates to increase the maximum payable amount for Work Authorization Number 2 in the amount of $65,000.00 for a revised maximum payable amount of $2,053,674.23;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board approves Supplemental Number 1 to the Professional Service Agreement to Halff Associates for a revised maximum payable amount of $2,053,674.23, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Supplemental Number 1 to the Professional Service Agreement with Halff Associates.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of July, 2014, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

SUPPLEMENTAL NUMBER 1
TO
PROFESSIONAL SERVICE AGREEMENT WITH
HALFF ASSOCIATES
DATE APRIL 23, 2014
FOR
PLANS, SPECIFICATIONS & ESTIMATES
FOR THE
INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT

SUPPLEMENTAL AGREEMENT NO. 1

SUPPLEMENTAL AGREEMENT NO. _1_
TO PROFESSIONAL SERVICES
AGREEMENT FOR ENGINEERING / DESIGN SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 1 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Article III Compensation and Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Engineering Design Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Halff Associates, Inc. (the Engineer).

The following terms and conditions of the Agreement are hereby amended as follows:

Article III Compensation
Article III Compensation shall be amended to increase the amount payable under this contract from $1,988,674.98 to $2,054,813.98 for a total increase of $66,139.00 due to additional scope and effort outlined in Work Authorization No. 2 for City of Donna Lift Station Relocation.

This Supplemental Agreement No. 1 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Agreement 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)**

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Item 5A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**5A**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/14/14**
FINANCE COMMITTEE		**MEETING DATE**	**7/23/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **TABLED ITEM - RESOLUTION 2014-49 – APPROVAL OF WORK AUTHORIZATION NUMBER 4 TO PROFESSIONAL SERVICE AGREEMENT WITH L&G ENGINEERING FOR FINAL PLANS, SPECIFICATIONS AND ESTIMATES FOR STATE HIGHWAY 365 PROJECT FROM FM 396 (ANZALDUAS HIGHWAY) TO FM 1016 (CONWAY AVENUE).**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

Approval of Work Authorization No. 4 to Professional Service Agreement with L&G Engineering to provide final plans, specifications and estimates for the State Highway 365 Project from FM 396 (Anzalduas Highway) to FM 1016 (Conway Avenue) in the amount of $1,699,134.00.

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	$5,915,101.32
Approved Work Authorization 1, Sup1 WA1, WA2 & WA3	$5,317,841.21
Maximum fee balance	$ 597,260.11

Total authorized for WA 1, Sup1 to WA1 & WA 2	$1,597,955.40
Payments to date for WA 1, Sup1 to WA1 & WA2	($1,191,351.49)
Work Authorization balance	$ 406,603.91

Proposed Work Authorization No. 4:

SH 365 Final PS&E from FM 396 to FM 1016	**$1,699,134.00**
Total Proposed Work Authorization No. 4	**$1,699,134.00**

6. Staff Recommendation**: Motion to approve Resolution 2014-47 - Approval of Work Authorization Number 4 to the Professional Service Agreement with L&G Engineering for final PS&E for SH 365 from FM 396 to FM 1016 in the amount of $1,699,134.00.**

6. Program Manager's Recommendation: **X** Approved ___Disapproved ___None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Financial Officer's Recommendation: **X** Approved ___Disapproved ___None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: July 14, 2014

Re: **Approval of Work Authorization Number 3 to Professional Service Agreement with L&G for final PS&E for SH 365 from FM 396 to FM 1016**

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 State Highway 365 (SH 365) US IBWC Bridge Layouts in the amount of $288,223.86. On December 18, 2013, the HCRMA Board of Directors approved Work Authorization Number 3 for final plans, specifications and estimates (PS&E) for SH 365 from McColl Road to FM 396 in the amount of $3,719,885.81.

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. Although construction funding has not been secured for the segment from FM 396 to FM 1016, on March 19, 2014, the Board of Directors adopted a Strategic Plan that environmentally clears, acquires right of way and prepares final PS&E for this segment.

Staff is proposing Work Authorization No. 4 to the Professional Service Agreement with L&G Engineering to provide the final plans, specifications and estimates for the segment from FM 396 to FM 1016. Staff has negotiated a fee of $1,699,134 to perform the work and includes geotechnical services. The fee is 5.92% (5.07% PS&E + 0.85% Geotechnical) of estimated construction cost of $28.8 million.

Options

Work Authorization No. 4 may be disapproved and the work deferred to a later date, however, the Strategic Plan calls for a shovel ready segment by December 2015.

Recommendation

Based on review by this office, **approval of Resolution 2014-47 – Approval of Work Authorization No. 3 to the Professional Service agreement with L&G Engineering in the amount of $1,699,134 is recommended.**

If you should have any questions or require additional information, please advise.