

# HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

DATE: **MONDAY, MARCH 31, 2014**  
TIME: **5:30 PM**  
PLACE: **PHARR CITY HALL  
CITY COMMISSION CHAMBERS  
118 SOUTH CAGE BOULEVARD, 2<sup>nd</sup> FLOOR  
PHARR, TEXAS 78577**

**PRESIDING: DENNIS BURLESON, CHAIRMAN**

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### **CALL TO ORDER FOR SPECIAL MEETING**

### **PUBLIC COMMENT**

#### **1. RESOLUTIONS**

- A. Resolution 2014-29 – Approval of amendment to the Hidalgo County Regional Mobility Authority Overweight/Oversized Vehicle Permit Corridor.
- B. Resolution 2014-30 – Approval of the Technical Committee to rate, rank and recommend a short list for the Statement of Qualifications for Construction Material Testing and ITS and Toll Integrator Services for the State Highway 365 and International Bridge Trade Corridor Projects.
- C. Resolution 2014-31 – Approval of Award of Contract to HLH Appraisal Services for Review Appraisal Services for the State Highway 365 and International Bridge Trade Corridor Projects.

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

- A. Consultation with Board Attorney on legal issues pertaining to the Hidalgo County Regional Mobility Authority Overweight/Oversized Permit Corridor (Section 551.071 T.G.C.).

### **ADJOURNMENT OF SPECIAL MEETING**

### **CERTIFICATION**

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Directors is a true and correct copy and that I posted a true and correct copy of said notice on the Hidalgo County Regional Mobility Web Page ([www.hcrma.net](http://www.hcrma.net)) and on 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 26<sup>th</sup> day of March, 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

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# Item 1

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS  
PLANNING COMMITTEE  
FINANCE COMMITTEE  
TECHNICAL COMMITTEE

X  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AGENDA ITEM  
DATE SUBMITTED  
MEETING DATE

1  
3/25/14  
3/31/14

1. Agenda Item: RESOLUTION 2014-29 – APPROVAL OF AMENDMENT TO THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY OVERWEIGHT/OVERSIZED VEHICLE PERMIT CORRIDOR.
2. Nature of Request: (Brief Overview) Attachments:  Yes  No  
Approval of amendment to HCRMA Overweight/Oversized Permit Corridor to add.
3. Policy Implication: Board Policy, Local Government, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:  Yes  No  N/A Funding Source: Overweight Permit Fees
5. Staff Recommendation: Motion to to approve Resolution 2014-29 – Approval of amendment to the Hidalgo County Regional Mobility Authority Overweight/Oversized Vehicle Permit Corridor is recommended as presented.
6. Program Manager's Recommendation:  Approved  Disapproved  None
7. Planning Committees Recommendation:  Approved  Disapproved  None
8. Board Attorney's Recommendation:  Approved  Disapproved  None
9. Chief Financial Officer's Recommendation:  Approved  Disapproved  None
10. Executive Director's Recommendation:  Approved  Disapproved  None



# Memorandum

To: Dennis Burleson, Chairman  
From: Pilar Rodriguez, PE, Executive Director  
Date: March 25, 2014  
Re: **Amendment to HCRMA Overweight/Oversized Vehicle Permit Corridor**

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## **Background**

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

## **Goal**

Provisions in House Bill 474 allow amendment of the Overweight/Oversized Vehicle Corridor by the Texas Transportation Commission in consultation with the Authority. The Cities of San Juan, Pharr and the Progresso International Bridge have all submitted requests to designate additional routes within the County. The proposed routes are:

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

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

Progresso International Bridge – US 281/Military Highway from Spur 29 to FM 1015.

## **Options**

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

## **Recommendation**

Based on review by this office, **approval of Resolution 2014-29 - Approval of amendment to the Hidalgo County Regional Mobility Authority Overweight/Oversized Vehicle Permit Corridor is recommended as presented.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
BOARD RESOLUTION No. 2014-29

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

THIS RESOLUTION is adopted this 31<sup>st</sup> day of March, 2014, by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the Hidalgo County Regional Mobility Authority that:

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

Section 2. The Board hereby approves the additional routes relating to the permitting of oversize and overweight vehicles carrying cargo on certain roadways in the County, attached hereto as Exhibit A.

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

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PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING on the 31<sup>st</sup> day of March, 2014, at which meeting a quorum was present.

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Dennis Burleson, Chairman

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Ricardo Perez, Secretary/Treasurer

## EXHIBIT A

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

Farm-to-Market Road 2557 (Stewart Road) from United States Highway 281 to Interstate 2.

Farm-to-Market Road 3072 (Dicker Road) from Veterans Boulevard (“I” Road) to Cesar Chavez Road.

United States Highway 281 (Cage Boulevard) from Spur 600 to Anaya Road.

United States Highway 281(Military Highway) from Spur 29 to Farm-to-Market Road 1015.

# The State of Texas



By: Munoz, Jr., Guerra

H.B. No. 474

## AN ACT

relating to an optional procedure for the issuance of a permit by a certain regional mobility authority for the movement of oversize or overweight vehicles carrying cargo; authorizing a fee.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 623, Transportation Code, is amended by adding Subchapter Q to read as follows:

### SUBCHAPTER Q. REGIONAL MOBILITY AUTHORITY PERMITS

Sec. 623.320. OPTIONAL PROCEDURE. This subchapter provides an optional procedure for the issuance of a permit by a regional mobility authority for the movement of oversize or overweight vehicles carrying cargo on certain roads located in Hidalgo County.

Sec. 623.321. DEFINITION. In this subchapter, "authority" means the regional mobility authority authorized to issue permits under Section 623.322.

Sec. 623.322. ISSUANCE OF PERMITS. (a) The commission may authorize a regional mobility authority to issue permits for the movement of oversize or overweight vehicles carrying cargo in Hidalgo County on:

#### (1) the following roads:

(A) U.S. Highway 281 between its intersection with the Pharr-Reynosa International Bridge and its intersection with State Highway 336;

(B) State Highway 336 between its intersection with U.S. Highway 281 and its intersection with Farm-to-Market Road 1016;

(C) Farm-to-Market Road 1016 between its intersection with State Highway 336 and its intersection with Trinity Road;

(D) Trinity Road between its intersection with Farm-to-Market Road 1016 and its intersection with Farm-to-Market Road 396;

(E) Farm-to-Market Road 396 between its intersection with Trinity Road and its intersection with the Anzalduas International Bridge;

(F) Farm-to-Market Road 2061 between its intersection with Farm-to-Market Road 3072 and its intersection with U.S. Highway 281;

(G) U.S. Highway 281 between its intersection with the Pharr-Reynosa International Bridge and its intersection with Spur

29;

(H) Spur 29 between its intersection with U.S. Highway 281 and its intersection with Doffin Canal Road; and

(I) Doffin Canal Road between its intersection with the Pharr-Reynosa International Bridge and its intersection with Spur 29; or

(2) another route designated by the commission in consultation with the authority.

(b) The authority authorized under this section must serve the same geographic location as the roads over which the permit is valid.

Sec. 623.323. PERMIT FEES. (a) The authority may collect a fee for permits issued under this subchapter. Beginning September 1, 2013, the maximum amount of the fee may not exceed \$80 per trip. On September 1 of each subsequent year, the authority may adjust the maximum fee amount as necessary to reflect the percentage change during the preceding year in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, published monthly by the United States Bureau of Labor Statistics or its successor in function.

(b) Fees collected under Subsection (a) shall be used only for the construction and maintenance of the roads described by or designated under Section 623.322 and for the authority's administrative costs, which may not exceed 15 percent of the fees collected. The authority shall make payments to the Texas Department of Transportation to provide funds for the maintenance of roads and highways subject to this subchapter.

Sec. 623.324. PERMIT REQUIREMENTS. (a) A permit issued under this subchapter must include:

(1) the name of the applicant;

(2) the date of issuance;

(3) the signature of the designated agent for the authority;

(4) a statement of the kind of cargo being transported, the maximum weight and dimensions of the equipment, and the kind and weight of each commodity to be transported;

(5) a statement:

(A) that the gross weight of the vehicle for which a permit is issued may not exceed 125,000 pounds; and

(B) of any other condition on which the permit is issued;

(6) a statement that the cargo may be transported in Hidalgo County only over the roads described by or designated under Section 623.322; and

(7) the location where the cargo was loaded.

(b) The authority shall report to the department all permits issued under this subchapter.

Sec. 623.325. TIME OF MOVEMENT. A permit issued under this subchapter must specify the time during which movement authorized by the permit is allowed.

Sec. 623.326. SPEED LIMIT. Movement authorized by a permit issued under this subchapter may not exceed the posted speed limit or 55 miles per hour, whichever is less. A violation of this provision constitutes a moving violation.

Sec. 623.327. ENFORCEMENT. The Department of Public Safety has authority to enforce this subchapter.

Sec. 623.328. RULES. The commission may adopt rules necessary to implement this subchapter.

SECTION 2. This Act takes effect September 1, 2013.



San Juanita Sanchez  
MAYOR  
Armando Garza, Jr.  
MAYOR PRO-TEM  
Roberto "Bob" Garza  
COMMISSIONER  
Luis Ramos  
COMMISSIONER  
Eddie Suarez  
COMMISSIONER

December 10, 2013

Mr. Pilar Rodriguez, P. E.  
Executive Director  
Hidalgo County Regional Mobility Authority  
P. O. Box 1766  
Pharr, Texas 78577

Dear Mr. Rodriguez:

This is to respectfully request that the Hidalgo County Regional Mobility Authority (HCRMA) issue permits for the movement of oversize and/or overweight vehicles carrying cargo along Stewart Road (FM 2557) and Dicker Road (FM 3072) as entertained in House Bill 474. Please refer to the attached map exhibits.

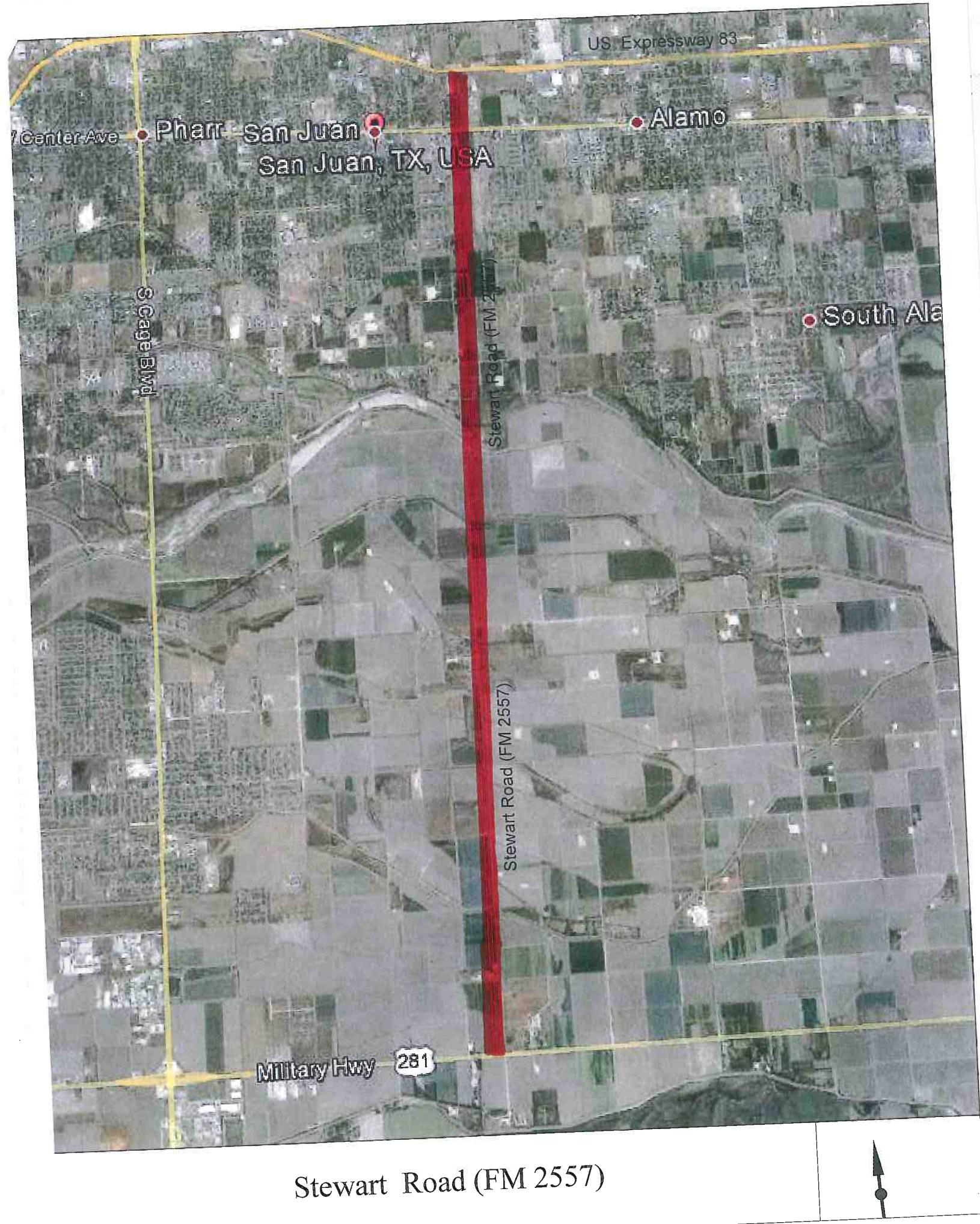
As you may recall from our previous meetings, the City of San Juan has experienced warehouse development catering to produce companies along Dicker Road. It is expected that this traffic will increase with its ultimate destination being U. S. Expressway 83. The City's request is being made to make provisions for this situation. Not only will this designation assist the City in routing oversized and overweight vehicles through these thoroughfares, but it will also permit the HCRMA a method to capture revenue to provide maintenance to the roads in question.

Please let me know what else you need from us in order to proceed with this request. Thanks in advance for your assistance.

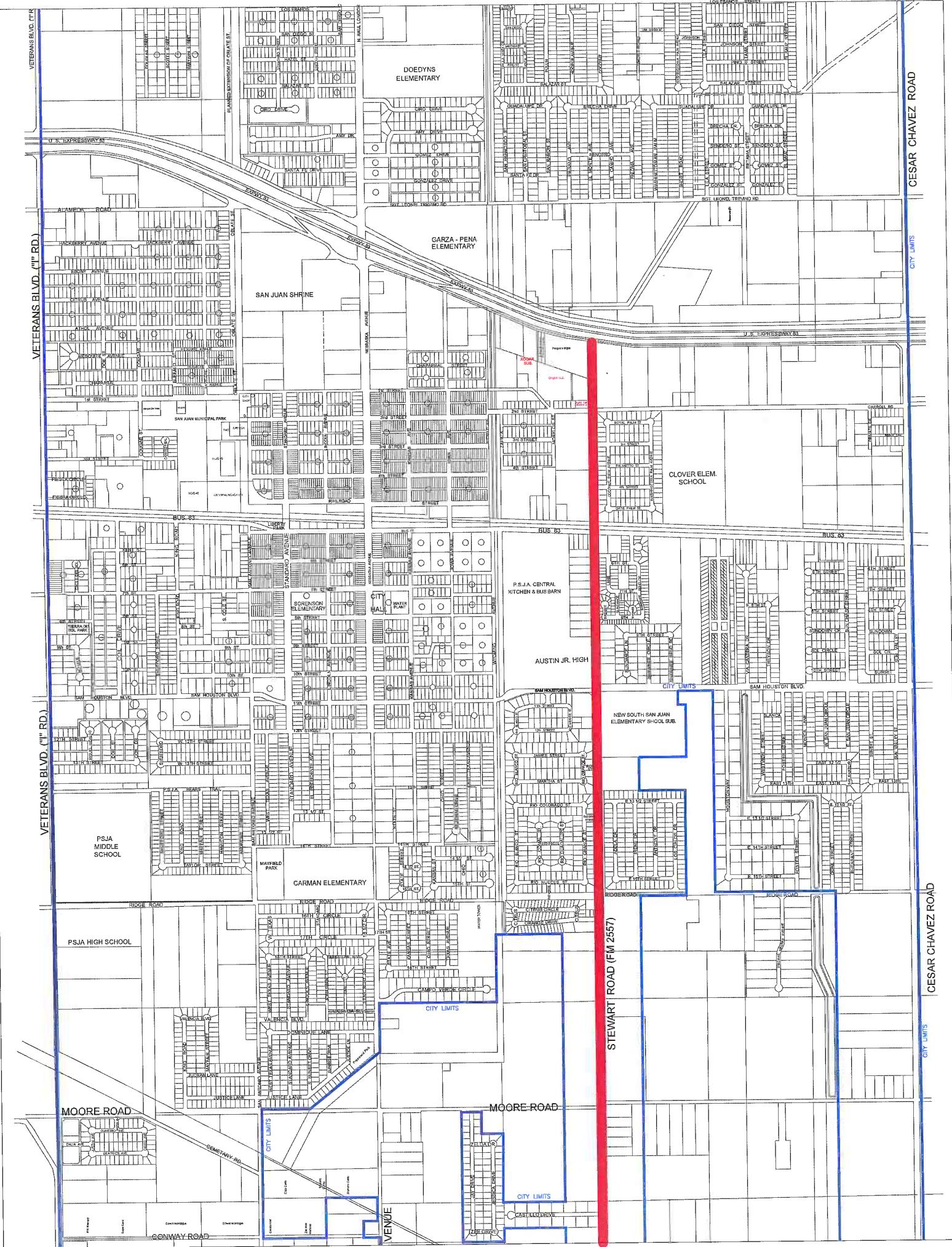
Should you have any questions, you may call me at (956)223-2206. I will be glad to assist you.

Sincerely,

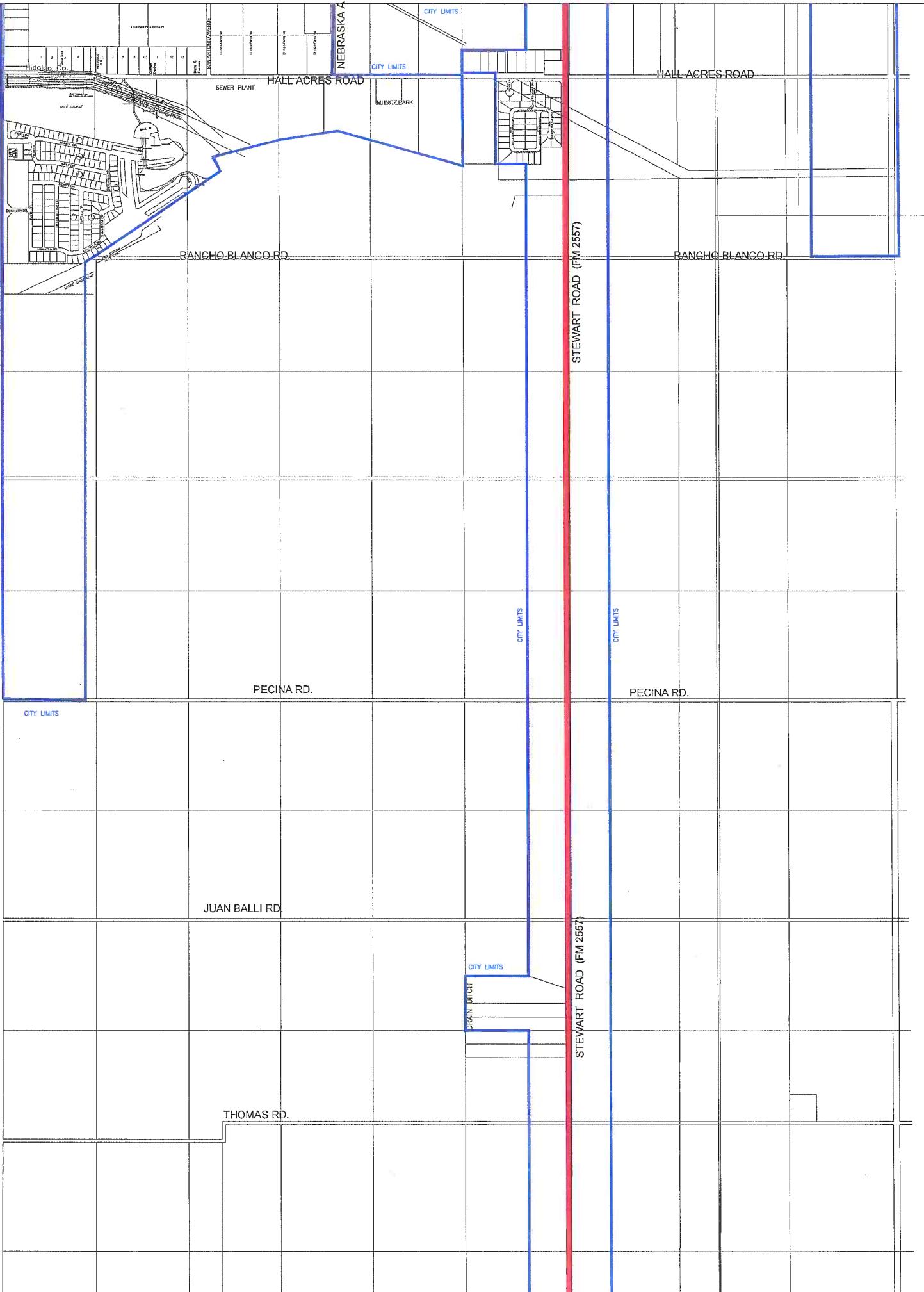
A handwritten signature in black ink, appearing to read "Juan J. Rodriguez".  
Juan J. Rodriguez  
City Manager



Stewart Road (FM 2557)



VETERANS BLVD. (11th RD.)



VETERANS BLVD. ("I" RD.)

CITY LIMITS

DICKER ROAD (F.M. 3072)

CITY LIMITS

DICKER ROAD (F.M. 3072)

CITY LIMITS

CESAR CHAVEZ ROAD

LAS MILPAS RD.

SAN JUAN PLANTATION SUBDIVISION

ANAYA RD.

SAN JUAN RD.

HIGHLINE RD.

ANAYA RD.

HIGHLINE RD.

CESAR CHAVEZ ROAD

STEWART ROAD (FM 2557)

MILITARY RD. (SPUR 241)

MILITARY RD. (SPUR 241)

CITY LIMITS

DOFFING RD.

Stewart Road (FM 2557)



S Veterans Blvd

Farm to Market Rd 2557

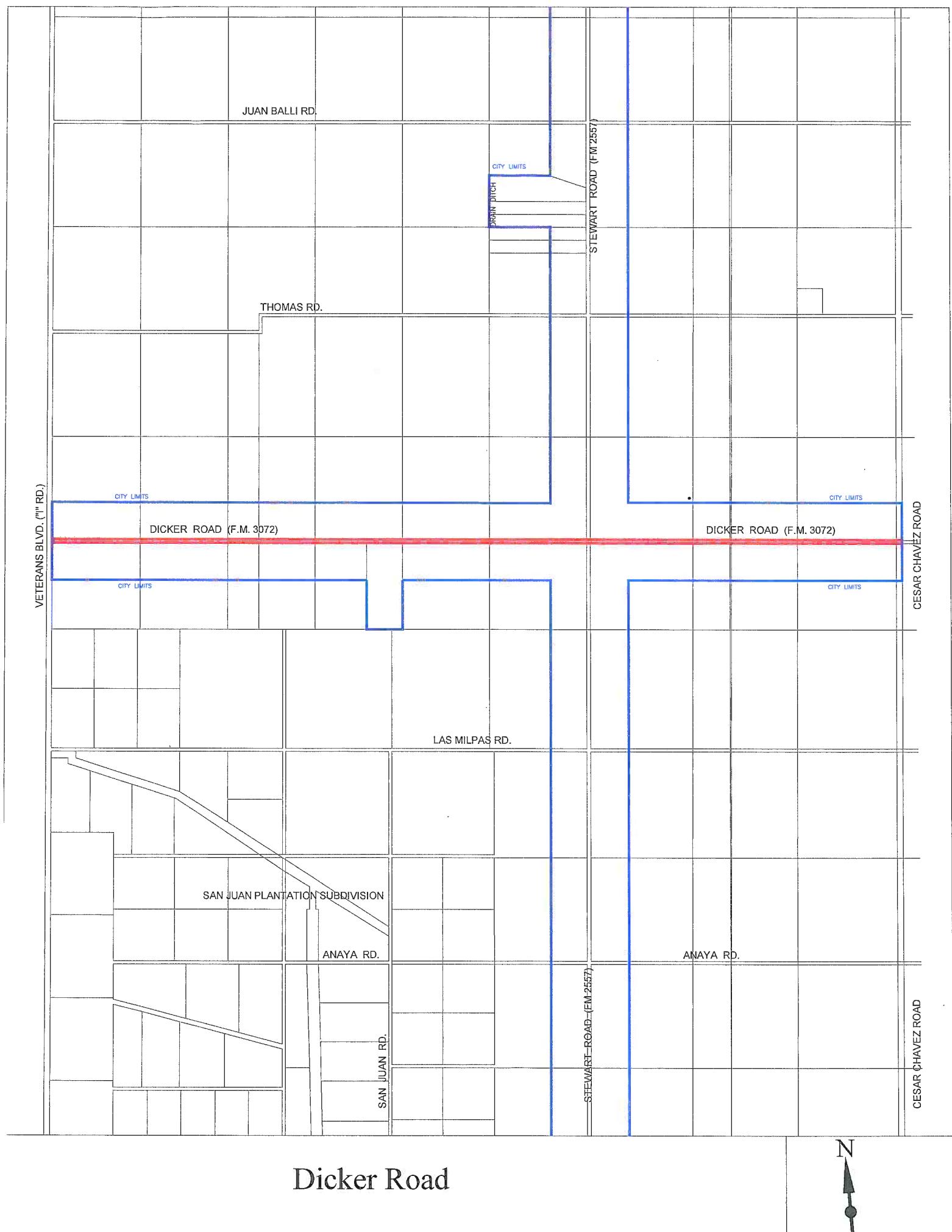
Cesar Chavez Road

Farm to Market Rd 3072

S Stewart Rd

Dicker Road





## Dicker Road



“Triple Crown City”



January 27, 2014

Dennis Burleson  
Chairman  
Hidalgo County Regional Mobility Authority  
118 S. Cage Boulevard, 4th Floor  
Pharr, Texas 78577

RE: Hidalgo County Overweight Truck Corridor

Chairman Burleson,

The City of Pharr requests that the Hidalgo County Regional Mobility Authority amend the Hidalgo County Overweight Truck Corridor to include US 281 from Military 281 to Anaya Road (please see highlighted area on the attached map).

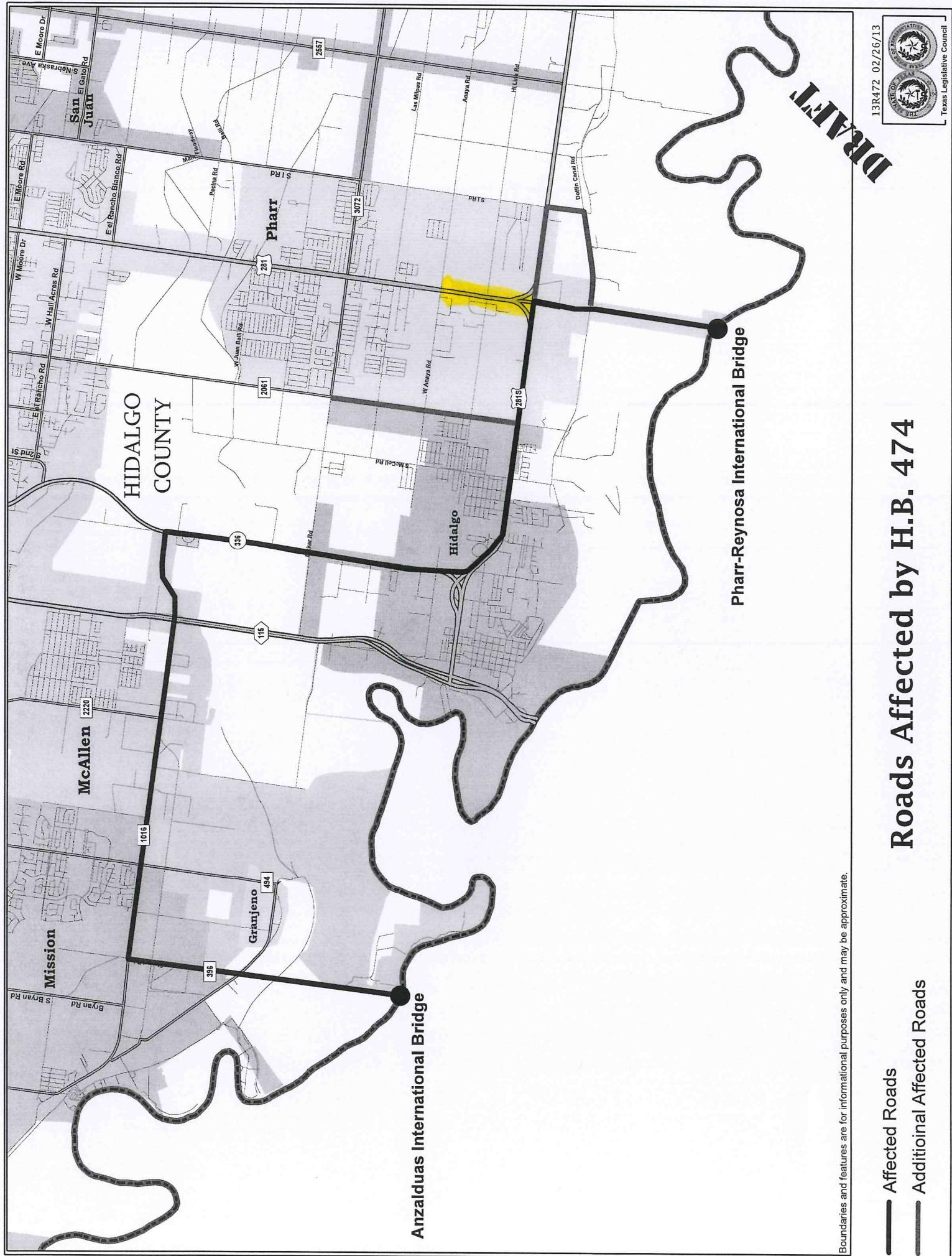
The type of goods that will be utilizing this expanded corridor will mainly be agriculture in nature, fruits and vegetables.

Respectfully,

A handwritten signature in black ink, appearing to read "Guerra".

Juan G. Guerra, CPA  
Chief Financial Officer (Bridge & Finance Director)

Attachment





## B & P BRIDGE COMPANY

P.O. Box 130 Progreso, Texas 78579 • TEL: (956) 565-6361 FAX: (956) 565-6362

Dennis Burleson  
Chairman  
Hidalgo County Regional Mobility Authority  
118 S. Cage Boulevard, 4<sup>th</sup> Floor  
Pharr, Texas 78577

RE: Hidalgo County Overweight Truck Corridor

Chairman Burleson,

The Progreso International Bridge respectfully requests that the Hidalgo County Regional Mobility Authority amend the Hidalgo County Overweight Truck Corridor to include Military Highway 281 west from the Donna Bridge to FM 105 south to the Progreso International Bridge span and up to the Cameron County Line.

The Progreso International Bridge exports grain, sorghum and some dry goods and imports all types of produce. The bridge has a dedicated truck bridge for south and northbound commercial traffic.

If you should have any questions regarding this or need additional information, please do not hesitate to contact me.

Thank you for your consideration to this request.

Sincerely

Progreso International Bridge  
Julie Guerra-Ramirez  
Bridge Director

# Item 2

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS  
PLANNING COMMITTEE  
FINANCE COMMITTEE  
TECHNICAL COMMITTEE

X  
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AGENDA ITEM  
DATE SUBMITTED  
MEETING DATE

2  
3/25/14  
3/31/14

1. Agenda Item: RESOLUTION 2014-30 – APPROVAL OF TECHNICAL COMMITTEE TO RATE, RANK AND RECOMMEND A SHORT LIST FROM THE REQUEST FOR STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION MATERIAL TESTING AND ITS/TOLL INTEGRATOR SERVICES FOR THE STATE HIGHWAY 365 AND INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS
2. Nature of Request: (Brief Overview) Attachments:  Yes  No  
Consideration and approval the use of the Technical Committee to rate, rank and recommend a short list to the HCRMA Board of Directors for the Statement of Qualifications for Construction Material Testing and ITS and Toll Integrator Services for the State Highway 365 and International Bridge Trade Corridor Project.
3. Policy Implication: Board Policy, Local Government, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:  Yes  No  N/A
5. Staff Recommendation: Motion to approve Resolution 2014-30 – Approval of the use of the Technical Committee to rate, rank and recommend a short list for Construction Material Testing and ITS and Toll Integrator Services for the State Highway 365 and International Bridge Trade Corridor Project as presented.
6. Program Manager's Recommendation:  Approved  Disapproved  None
7. Planning Committee's Recommendation:  Approved  Disapproved  None
8. Board Attorney's Recommendation:  Approved  Disapproved  None
9. Chief Financial Officer's Recommendation:  Approved  Disapproved  None
10. Executive Director's Recommendation:  Approved  Disapproved  None



# Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: March 25, 2014

Re: **Approval of use of the Technical Committee to Rate, Rank and Recommend a Short List for Construction Material Testing and ITS/Toll Integrator Services for the International Bridge Trade Corridor Project**

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## **Background**

On February 22, 2012, the HCRMA Board of Directors approved Resolution 2012-04, which created a Technical Committee, which is to be comprised of senior level engineers and professional from various communities and agencies in the County. The purpose of the Technical Committee is to advise the Board on procurement and consultant work products. The resolution further authorized the Executive Committee (Chairman, Vice Chairman and Secretary/Treasurer) to identify candidates and issue requests to participate.

## **Goal**

In order to further advance project development on the State Highway 365 (SH 365) and International Bridge Trade Corridor (IBTC) Projects, staff has solicited Statement of Qualifications (SOQ's) for Construction Material Testing and ITS/Toll Integrator Services. In accordance with the Professional Services Procurement Act, these disciplines must be selected on a qualification basis.

Staff proposes to utilize the Technical Committee to rate, rank and recommend a short list to the Board of Directors for further consideration in the selection of firms for the various disciplines necessary for the SH 365 and IBTC Projects.

The Technical Committee will rate and rank the firms that have submitted SOQ's based on criteria and rating scales published as part of the solicitation of the SOQ's.

After the firms have been rated and ranked, a short list would be presented to the Board for further consideration and possible interviews with rating criteria.

## **Options**

The proposed procedure may be disapproved and the Board may consider another procedure that utilizes a selection of firms based on qualifications.

## **Recommendation**

Based on review by this office, **approval of Resolution 2014-30 – Approval of use of the Technical Committee to rate, rank and recommend a short list from the SOQ for Construction Material Testing and ITS/Toll Integrator Services for the SH 365 and IBTC Projects to the Board of Directors is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 30

APPROVAL OF USE OF TECHNICAL COMMITTEE TO RATE,  
RANK AND RECOMMEND A SHORT LIST TO THE BOARD OF  
DIRECTORS FROM THE STATEMENT OF QUALIFICATIONS FOR  
CONSTRUCTION MATERIAL TESTING AND ITS/TOLL  
INTEGRATOR SERVICES FOR THE STATE HIGHWAY 365  
AND INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS

THIS RESOLUTION is adopted this 31<sup>st</sup> day of March, 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, HCRMA staff recommends the use of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for Construction Material Testing and ITS/Toll Integrator Services for the State Highway 365 and International Bride Trade Corridor Projects;

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

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

Section 2. The Board hereby approves the use of the Technical Committee to rate, rank and recommend a short list for the Statements of Qualifications for Construction Material Testing and ITS/Toll Integrator for the State Highway 365 and International Bridge Trade Corridor Projects.

Section 3. The Board appoints \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ to serve on the Technical Committee to rate, rank and recommend a short list for the Statement of Qualifications for Construction Material Testing and ITS/Toll Integrator for the State Highway 365 and International Bridge Trade Corridor Projects.

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PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING, duly posted and noticed, on the 31<sup>st</sup> day of March, 2014, at which meeting a quorum was present.

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Dennis Burleson, Chairman

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Ricardo Perez, Secretary/Treasurer

# Item 3

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS  
PLANNING COMMITTEE  
FINANCE COMMITTEE  
TECHNICAL COMMITTEE

X  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AGENDA ITEM  
DATE SUBMITTED  
MEETING DATE

3  
3/25/14  
3/31/14

1. Agenda Item: RESOLUTION 2014-31 – APPROVAL OF AWARD OF CONTRACT TO HLH APPRAISAL SERVICES FOR REVIEW APPRAISAL SERVICES FOR STATE HIGHWAY 365 AND INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS.
2. Nature of Request: (Brief Overview) Attachments:  X  Yes    No  
Approval of award of contract to HLA Appraisal Services, for Review Appraisals 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 2014-31 – Approval of award of contract to HLH Appraisal Services, for Review Appraisal Services for the State Highway 365 and International Bridge Trade Corridor Projects.
6. Program Manager's Recommendation:  X  Approved    Disapproved    None
7. Planning Committee's Recommendation:    Approved    Disapproved  X  None
8. Board Attorney's Recommendation:    Approved    Disapproved  X  None
9. Chief Financial Officer's Recommendation:    Approved    Disapproved  X  None
10. Executive Director's Recommendation:  X  Approved    Disapproved    None



# Memorandum

To: Dennis Burleson, Chairman  
From: Pilar Rodriguez, PE, Executive Director  
Date: March 25, 2014  
Re: **Award of Contract for Review Appraisal Services**

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## Background

On February 21, 2014, the Hidalgo County Regional Mobility Authority (HCRMA) received a single response to the formal solicitation for Statements of Qualifications for Review Appraisal Services for the State Highway 365 (SH 365) and International Bridge Trade Corridor (IBTC) Project.

On March 19, 2014, the HCRMA Board of Directors authorized staff to negotiate with the single respondent for Review Appraisal Services.

## Goal

With the issuance of the Vehicle Registration Fee Bond and Environmental Clearance approval for the SH 365 in the second quarter of 2014, the HCRMA will be authorized to begin right of way acquisition for the SH 365 Project. In order to meet the deadline to begin construction of the project by August 2016, the use of contract Review Appraisal Services will be necessary to assist with the acquisition of approximately 320 parcels.

Staff negotiated with the single respondent for Review Appraisal Services, which is HLH Appraisal Services. A fee of \$475 per review appraisal is proposed.

## Options

The Board of Directors could chose to not award Review Appraisal Services.

## Recommendation

Based on review by this office, **approval of Resolution 2014-31 – Approval of Award of Contract to HLH Appraisal Services, for Review Appraisal Services for the State Highway 365 and International Bridge Trade Corridor is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 31

APPROVAL OF AWARD OF CONTRACT FOR TO HLH APPRAISAL  
SERVICES FOR REVIEW APPRAISAL SERVICES FOR THE STATE  
HIGHWAY 365 AND INTERNATIONAL BRIDGE TRADE  
CORRIDOR PROJECTS

THIS RESOLUTION is adopted this 31st day of March, 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 Review Appraisal Services for the State Highway 365 and International Bridge Trade Corridor Projects; and

WHEREAS, on February 21, 2014, the Authority received a single response to the request for Statement of Qualifications for Review Appraisal Services for the State Highway 365 and International Bridge Trade Corridor Project; and

WHEREAS, on March 19, 2014, the Authority authorized HCRMA staff to negotiate with the single response to the Statement of Qualifications for Review Appraisal Services; and

WHEREAS, HCRMA staff has negotiated a Professional Service Agreement with HLH Appraisal Services for Review Appraisal Services, hereto attached as Exhibit A; and

WHEREAS, the Authority has determined it is necessary to award a Professional Service Agreement to HLH Appraisal Services for Review Appraisal Services;

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

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

Section 2. The Board approves award of a Professional Service Agreement to HLH Appraisal Services for Review Appraisal Services for the State Highway 365 and International Bridge Trade Corridor Projects, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Professional Service Agreement for Review Appraisal Services with HLH Appraisal Services.

\*\*\*\*\*

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING, duly posted and noticed, on the 31<sup>st</sup> day of March, 2014, at which meeting a quorum was present.

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Dennis Burleson, Chairman

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Ricardo Perez, Secretary/Treasurer

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT WITH  
HLH APPRAISAL SERVICES  
FOR  
REVIEW APPRAISAL SERVICES

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
PROFESSIONAL REVIEW APPRAISAL SERVICES CONTRACT**

THIS CONTRACT FOR PROFESSIONAL APPRAISAL SERVICES is made by and between the Hidalgo County Regional Mobility Authority (the "Authority") and HLH Appraisal Services herein after called "Consultant" for the purpose of contracting for professional appraisal services (the "Agreement").

**WITNESSETH**

WHEREAS, the Authority desires to determine just compensation for certain real property or interests therein to be acquired by the Authority; and

WHEREAS, the Consultant represents that he or she is well qualified by training and experience and is in a position to prepare and furnish to the Authority the desired appraisal reports;

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

**AGREEMENT**

**ARTICLE I  
SERVICES TO BE PROVIDED BY THE CONSULTANT**

1.1 The Consultant shall timely perform those review appraisal services for the fulfillment of the Agreement. Notwithstanding anything to the contrary in this Agreement or in any other contract document relating to the project, in performing its work under this Agreement, Consultant shall perform its services to the standard of care of a reasonable appraiser that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Consultant.

1.2 The Authority, in making request for review appraisal reports, will expect the Consultant to comply with all federal, state and local laws and ordinances applicable to the work. The Authority will furnish the Consultant with the Authority's real estate appraisal report forms (Texas Department of Transportation forms A-6, A-5 and A-5s), pertinent segments of the right of way map, parcel numbers, legal descriptions and names of record owners, surveys and field notes for partial or whole takings, highway design information as needed, and/or other descriptions of all properties upon which an appraisal is desired.

1.3 The Consultant agrees that he or she will make a personal inspection of each parcel to be reviewed and that he or she will prepare the review appraisal independent of

any other appraiser employed by the Authority for the same work. It is agreed that appraisal information concerning the property assigned for appraisal services whether contained within the appraisal report to the Authority or not is to be treated as confidential and a breach of such confidence by the Consultant, except on written authorization by the Authority or upon proper order of the court, shall be considered a material breach of this contract.

1.4 The Consultant expressly agrees not to sublet or transfer any of the review appraisal work assigned under the provisions of this Agreement unless provided for herein, and that any such assignment or transfer without the express written consent of the Authority shall be considered a material breach of this contract.

1.5 The Consultant shall use all proper techniques, methods and analyses applicable in reviewing appraisals. The Authority will furnish the Consultant with its determination of items generally noncompensable under established State law and legal requirements concerning consideration of enhancement or damages, and the Consultant will be governed accordingly.

## **ARTICLE II** **AGREEMENT PERIOD**

After execution of this Agreement, the Consultant shall not proceed with the work until authorized in writing by the Authority to proceed. This Agreement shall terminate at the close of business on the “Termination Date”, as defined in Article XVI, unless extended by a supplement agreement duly executed by the Consultant and the Authority prior to the Termination Date. Any work performed or cost incurred before the notice to proceed or after the Termination Date, shall be ineligible for reimbursement.

## **ARTICLE III** **COMPENSATION AND METHOD OF PAYMENT**

3.1 It is mutually agreed and understood between the parties hereto that the Consultant must execute for each specific property or group of appraisals to be reviewed, a Work Order. It is further mutually agreed that in consideration of the performance under this Agreement, a lump sum fee of \$475.00 per review appraisal shall be compensated to the Consultant for review appraisal services. This agreement as to fee will be documented in writing and will become a part of this contract as Attachment G. As work progresses, if it is found as a matter of equity, the lump sum fee as originally agreed to on any specific review appraisal should be adjusted, either upward or downward, the agreement as to such adjusted fee will be documented in writing and will also be attached hereto and become a part of this contract.

3.2 Bills for completed review appraisals shall be submitted to the Authority at not less than monthly intervals and shall be prepared according to the Authority's standard practices. Payment for these review appraisals shall be made upon completion and acceptance of the appraisal by the program manager and within a reasonable time after submission of request for payment.

3.3 The Authority reserves the right to withhold payment pending verification of satisfactory work.

**3.4 The Authority assumes 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 subsequent to the Termination Date.**

3.5 The program manager shall review and approve or dispute each invoice within 10 days of receipt.

## **ARTICLE IV WORK ORDERS**

4.1 The Authority will issue work order, in the form identified and attached hereto as Attachment A – Work Order, to authorize the Consultant to provide one or more tasks. The amount payable for a work order shall be supported by the estimated cost of each task as described in the Work Order. The Work Order will not waive the Authority's or the Consultant's responsibilities and obligations established under this Agreement. The executed Work Order shall become part of this Agreement.

4.2 Upon satisfactory completion of the Work Order, the Consultant shall submit to the program manager for review and acceptance the deliverables as specified in the executed Work Order.

4.3 Work included in a Work Order shall not begin until the Authority and the Consultant have signed the Work Order. The Consultant shall promptly notify the Authority and the program manager of any event which will affect completion of the Work Order.

## **ARTICLE V PROGRESS**

5.1 The Consultant shall, from time to time during the progress of the work, prepare and present such information as may be pertinent and necessary, or as may be requested by the Authority, in order to evaluate the work. Upon request by the Authority, the Consultant shall make presentations to the Authority's Board of Directors.

5.2 The Consultant shall promptly advise the Authority in writing of events which have a significant impact on the progress of work, including:

- (1) Problems, delays, or incomplete information which materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work by established deadline; and
- (2) Favorable developments or events which would enable meeting the time schedule sooner than anticipated.

## **ARTICLE VI** **SUSPENSION**

6.1 The Authority may suspend the work by giving written notice to the Consultant of a minimum of ten (10) business days prior to the date of suspension. The ten (10) business day notice may be waived if approved in writing by both parties. The work will be reinstated and resumed in full force and effect within ten (10) business days of receipt of written notice from the Authority to resume work.

6.2 If the Authority suspends the work, the Termination Date is not affected and the Agreement will terminate on the date specified, unless the Agreement is amended.

## **ARTICLE VII** **ADDITIONAL WORK**

The Consultant shall not perform any additional work or incur any additional costs prior to the execution, by both parties, of a supplemental agreement. The Authority shall not be responsible for actions by the Consultant or any costs incurred by the Consultant relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended.

## **ARTICLE VIII** **CHANGES IN WORK**

8.1 The Consultant shall make such revisions to the work to correct errors or omissions appearing therein, when required to do so by the Authority. **No additional compensation will be paid for the correction of errors or omissions.**

8.2 The Consultant agrees, upon the Authority's request, to update the review appraisal, or to make preparation for court testimony and appear in court to testify, in support of his or her review appraisal, for a fee applicable to each review appraisal to be established at the time the review appraisal assignment is made.

## **ARTICLE IX**

### **SUPPLEMENTAL AGREEMENTS**

9.1 The terms of this Agreement may be modified by supplemental agreement if there has been a significant change in the scope, complexity, or character of the service to be performed, or the duration of the work. Additional compensation, if appropriate, shall be identified as provided herein. Any supplemental agreement must be executed by both parties within the Agreement period.

**9.2 No claim for extra work done or materials furnished shall be made by the Consultant until full execution of any supplemental agreement and authorization to proceed is issued by the Authority. The Authority reserves the right to withhold payment pending verification of satisfactory work performed.**

## **ARTICLE X**

### **REQUIREMENTS**

10.1 The Consultant 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 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).

10.2 Where the Consultant or subconsultant is unable to certify to the statement in paragraph 10.1(1) above, the Consultant or subconsultant will be declared ineligible to enter into this Agreement or participate in the Project. Where the Consultant is unable to certify any of the statements in paragraphs 10.1(2), (3), and/or (4) above, the Consultant shall submit a written explanation to the Authority. The certificate or explanation will be considered in connection with the Authority's determination on whether to enter into this Agreement.

10.3 The Consultant shall provide immediate written notice to the Authority if at any time under the term of the Agreement, the Consultant or any subconsultants or subcontractors, present or future, learn that its Debarment Certification has become erroneous by reason of changed circumstance.

10.4 During the performance of this contract, the Consultant agrees as follows:

- (1) ***Compliance with Regulations:*** The Consultant shall comply with Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) ***Nondiscrimination:*** The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, national origin, age or handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
- (3) ***Solicitations for Subcontracts, Including of Material and Equipment:*** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age or handicap.
- (4) ***Information and Reports:*** The Consultant 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 its facilities as may be determined by the Authority or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Authority or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) ***Sanctions for Noncompliance:*** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Authority shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

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

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

10.5 The Consultant 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 Consultant and any subconsultants or subcontractors would be required to complete the Certification of Federal Contracts and, if necessary, the Disclosure of Lobbying Activities.

10.6 The Consultant is required to adhere to the commitment made to participation by certified Disadvantage Business Enterprises ("DBE") as agreed to by the Authority during negotiations.

- (1) Consultant shall provide DBE certification, if any, to the Authority in Attachment D and shall maintain current DBE records with the Authority, including applicable updates within 30 days of executing or terminating a subcontract.
- (2) Consultant shall provide a DBE plan as part of the Detailed Scope of Work.

(3) Consultant shall report DBE participation with each invoice and progress report.

10.7 If the Project is a federal aid project, Consultant 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.

10.8 The Consultant, including all subconsultants, shall comply with all federal, state, and local immigration laws or regulations.

## **ARTICLE XI**

### **PERSONNEL, EQUIPMENT, MATERIAL, AND INFORMATION**

11.1 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.

11.2 The Consultant 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 all required. All employees of the Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them.

11.3 The Consultant certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this Agreement. The Consultant may not change the project manager without prior consent from the Authority with such consent not unreasonable withheld. The Authority retains the right to approve all personnel assigned by the Consultant to perform the work and services required by this Agreement and request a change if the Authority finds certain personnel unsatisfactory.

11.4 The Consultant agrees to maintain (in sufficient detail as will properly reflect all work done and results achieved in the performance of this Agreement) appraisal reports and other 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.

11.5 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 Consultant or any other person except with the prior approval of the Authority. All documents prepared by the Consultant and all documents furnished to the Consultant by the Authority shall be delivered to the program manager and the Authority upon completion of the relevant milestone for payment and/or Termination of this Agreement.

## **ARTICLE XII**

### **SUBCONTRACTING**

12.1 The Consultant was chosen to perform work on this Agreement based upon the training and qualifications of its members. Therefore, subletting, assignment, or transfer of any work to subconsultants, unless approved in writing by the Authority prior to performance of work, is expressly prohibited.

12.2 All subcontracts shall include the provisions required in this Agreement and shall be approved as to form, in writing, by the Authority prior to its execution.

## **ARTICLE XIII**

### **EVALUATION OF WORK**

The Authority and its program manager shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder.

## **ARTICLE XIV**

### **BREACH OF AGREEMENT**

14.1 Violation of the Agreement terms or breach of this Agreement by the Consultant shall be grounds for Termination of the Agreement. Any additional costs to the Authority that arise from the Consultant's default, breach of Agreement, or violation of Agreement terms shall be paid by the Consultant. 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.

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

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

## **ARTICLE XV**

### **TERMINATION**

15.1 This Agreement shall terminate at the close of business on March 31, 2018 (the "Termination Date") unless extended as provided herein. The Agreement may be terminated before the stated Termination Date by any of the following conditions:

1. By mutual consent, in writing, of both parties;
2. By the Authority, by notice in writing to the Consultant as a consequence of failure by the Consultant to perform the services set forth 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 and not subject to the mutual consent of the Consultant upon not less than ten (10) calendar days written notice to the Consultant; or
5. By written notice from the Authority upon satisfactory completion of all services and obligations described herein.

15.2 Should the Authority terminate this Agreement as herein provided (the "Termination"), no fees other than fees due and payable at the time of Termination and shall thereafter be paid to the Consultant. The determination of the value of the work performed by the Consultant prior to Termination shall be at the Authority's reasonable discretion. Compensation for work at Termination will be based on a percentage of work completed at the time of the Termination.

15.3 If either Party defaults in the performance of this Agreement or if the Authority terminates this Agreement for fault on the part of the Consultant, the Authority will give consideration to the actual costs incurred by the Consultant in performing the work to the date of default, the amount of work which was satisfactorily completed to the date of default, the value of the work which is usable to the Authority, the cost to the Authority of employing another firm to complete the work required and the time required to do so, and other factors which affect the value to the Authority of the work performed at the time of default.

15.4 It is agreed that if this contract is terminated, the Authority shall be the sole judge of the ownership and value of the work done by the Consultant under the terms of this Agreement and the sole arbitrator of any dispute concerning a question of fact not disposed of herein which may arise in connection with said work.

15.5 The Termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the Authority and the Consultant under this Agreement except the obligations set forth in: **Article X Federal Requirements; Article XIII Evaluation of Work; Article XVI Compliance with Laws; Article XVII Indemnification; and Article XIX Retention, Availability of Records, and Audit Requirements** of this Agreement. If the termination of the Agreement is due to the failure of the Consultant to fulfill its obligations under the Agreement, the Consultant shall be liable to the Authority for any additional costs occasioned to the Authority.

## **ARTICLE XVI** **COMPLIANCE, CONDUCT, AND CONFLICTS**

16.1 The Consultant shall comply with all applicable federal, state, 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

salary and wage statutes and regulations, and licensing laws and regulations. When required, the Consultant shall furnish the Authority with satisfactory proof of its compliance.

16.2 The Consultant shall not in any way exercise any portion of the authority or powers of the Authority and shall not make a contract or commitment or any way represent itself as an agent of the Authority beyond the scope of this Agreement.

16.3 The Consultant shall not engage the services under this Agreement of any present or former Authority Board member or key employee/consultant who was involved as decision maker in the selection or approval process or who negotiated and/or approved billings or contract modifications for this Agreement.

16.4 The Consultant agrees that no public or private interest exists and none shall be acquired directly or indirectly which would conflict in any manner with the performance of this Agreement.

16.5 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Authority shall have the right to annul this Agreement without liability.

**16.6 Any person who is doing business with or who may do business with the Authority under this Agreement may not make any offer of benefits, gifts, or favors to employees or Board Members of the Authority.** The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Authority's general counsel.

## **ARTICLE XVII** **INDEMNIFICATION**

**THE CONSULTANT SHALL SAVE AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, EMPLOYEES, AND CONSULTANTS 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 CONSULTANT OR OF ANY PERSON EMPLOYED OR ENGAGED BY THE CONSULTANT, AND THE DEFENSE OF ANY SUCH CLAIMS, LIABILITY, ACTION, OR LOSS.**

**THE CONSULTANT SHALL ALSO INDEMNIFY THE AUTHORITY AGAINST ALL LIABILITY AND LOSS IN CONNECTION WITH, AND SHALL ASSUME FULL RESPONSIBILITY FOR, PAYMENT OF ALL FEDERAL, STATE, AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER UNEMPLOYMENT INSURANCE, SOCIAL SECURITY AND INCOME TAX LAWS, WITH RESPECT TO THE CONSULTANT AND THE CONSULTANT'S EMPLOYEES, IF ANY, ENGAGED IN PERFORMANCE OF THIS AGREEMENT.**

**THE CONSULTANT 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 CONSULTANT, ITS AGENTS, ITS SUBCONTRACTORS, OR EMPLOYEES.**

## **ARTICLE XVIII**

### **RESPONSIBILITY**

18.1 The Consultant shall be responsible for the accuracy, completeness, and correctness of work data prepared under this Agreement and shall check all such material accordingly for, but not limited to, completeness, missing items, and consistency.

18.2 Acceptance of the work by the program manager and the Authority will not relieve the Consultant of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

18.3 The Consultant shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts without additional compensation.

## **ARTICLE XIX**

### **RETENTION, AVAILABILITY OF RECORDS, AND AUDIT REQUIREMENTS**

The Consultant shall maintain all records pertaining to cost incurred and shall make such records available during the Agreement period and for four (4) years from the date of final payment under this Agreement or until pending litigation has been completely and fully resolved, whichever occurs last. The Authority or any of its duly authorized representatives shall have access to any all records of the Consultant which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, transcriptions and for checking the amount of work performed by the Consultant.

## **ARTICLE XX**

### **INSURANCE**

20.1 The Consultant 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 Consultant under **ARTICLE XVII INDEMNIFICATION** of this Agreement, in limits of liability of one million dollars (\$1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
- (3) Professional Liability in limits of one million dollars (\$1,000,000) each claim and in the aggregate.

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

20.2 The Consultant shall furnish proof of insurance by means of a completed Attachment C- Certificate of Insurance, attached hereto and made a part thereof with the Project Name and the Consultant's name stated thereon, to be submitted prior to the beginning of the Project. The Consultant will be considered in breach of this Agreement should the Consultant 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.

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

20.4 To the extent that this agreement authorizes the Consultant or its subcontractor 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.

## **ARTICLE XXI** **SUCCESSORS AND ASSIGNS**

The Consultant and the Authority do 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 party in respect to all covenants of this Agreement.

## **ARTICLE XXII** **SEVERABILITY, AMENDMENT, & COUNTERPARTS**

22.1 In the event any one or more of the provisions contained in this Agreement, for any reason, shall 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.

22.2 Any modifications, amendments, or additions to this Agreement shall be in writing and agreed to by the parties herein.

22.3 This Agreement may be executed by the parties in counterpart.

## **ARTICLE XXIII** **NOTICE**

All notices to either party by the other, required under this Agreement, shall be personally delivered or mailed to such party at the following respective address:

Regional Mobility Authority  
Hidalgo County RMA  
118 S. Cage Blvd., 4<sup>th</sup> Floor  
Pharr, Texas 78577  
Attn: Executive Director

Consultant  
HLH Appraisal Services  
6107 Aberton Forest Drive  
Houston, Texas 77084  
Attn: Harvey L. Heerssen

\* \* \*

IN WITNESS WHEREOF, the Authority and the Consultant 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: \_\_\_\_\_

**CONSULTANT**

By: \_\_\_\_\_

Name: Harvey L. Heerssen.

Title: Owner

HLH Appraisal Services

Date: \_\_\_\_\_

## **ATTACHMENT A**

### **Work Order**

(to be provided by Program Manager)

**ATTACHMENT B****Estimated Number Appraisals to be Reviewed**

<u>ROW Description and Estimated Number of Parcel to be Acquired</u>	<u>Date of Completion for ROW Acquisition</u>
BSIF Connector – 5 Parcels	August 31, 2014
US 281/Military Highway Overpass Project – 16 Parcels	August 31, 2014
State Highway 365 Project – 249 parcels	December 31, 2015
International Bridge Trade Corridor Project – 140 Parcels	March 31, 2015
International Bridge Trade Corridor Project – 170 Parcels	December 31, 2015

The number of parcels is approximate and may increase or decrease in number.

**ATTACHMENT C**

**Certificate of Insurance**

**ATTACHMENT D**

**DBE Certification**

**ATTACHMENT E**

**Conflict of Interest Certificate**

**ATTACHMENT F****Child Support Affidavit**

Parcels (if applicable):

Description of Services:

The undersigned, on oath, hereby swears and affirms under penalty of perjury under the laws of the State of Texas, that the following statements are true: that neither the sole proprietor, partner, majority shareholder or substantial owner of an entity making an offer to enter into an Authority contract, which may be funded by state dollars, is a delinquent obligor who is 30 or more days delinquent in paying child support under a court order or a written repayment agreement. A substantial owner is one who has at least ten percent interest in the firm.

Pursuant to the provisions of Section 231.006, Texas Family Code, the vendor certifies that the individual or business entity named in the attached contract is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. Further, any sole proprietor, partner, majority shareholder or substantial owner who is a delinquent obligor is ineligible to submit an offer for an Authority contract until (1) all arrearages have been paid; or (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

This sworn statement is a material representation of fact on which reliance is placed to determine the offeror's eligibility to receive a grant or to enter into this contract. Submission of this sworn statement is a prerequisite for entering into a contract with the Authority which may be funded by state dollars.

If at any time it is determined that the representations made herein by the undersigned are false or in error, the contract becomes null and void, and the Authority shall avail itself of remedies existing in equity and in law.

The undersigned state that he or she is qualified and authorized to make this affidavit for and on behalf of \_\_\_\_\_ and is fully cognizant of the facts herein set out.

Signed

**Acknowledgement**

State of Texas  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature

**ATTACHMENT G****Debarment Certification**

Parcels (if applicable):

Description of Services:

- (1) The CONTRACTOR 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; and,
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions\* terminated for cause or default.
- (2) Where the CONTRACTOR is unable to certify to any of the statements in this certification, such CONTRACTOR shall attach an explanation to this certification.

\*Federal, State or Local

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Signature of Certifying Official

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Title

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Date

**ATTACHMENT G****Lump Sum Per Review Appraisal**

\$475.00

All review appraisals shall be in accordance with Texas Department of Transportation (TxDOT) Right of Way Acquisition Procedures and any other applicable state and federal requirements.