

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

DATE: TUESDAY, NOVEMBER 15, 2016
TIME: 5:30 PM
PLACE: PHARR CITY HALL
2nd FLOOR CITY COMMISSION CHAMBERS
118 SOUTH CAGE BOULEVARD
PHARR, TEXAS 78577

PRESIDING: S. DAVID DEANDA, JR, CHAIRMAN

PLEDGE OF ALLEGIANCE

INVOCATION

CALL TO ORDER FOR WORKSHOP

1. Short list firm interviews for Insurance Broker Services.
2. Review of 2016-2020 Strategic Plan Update for the Hidalgo County Regional Mobility Authority Loop System.

ADJOURNMENT FOR WORKSHOP

CALL TO ORDER AND ESTABLISHMENT OF A QUORUM FOR REGULAR MEETING

1. REPORTS

- A. Report on Program Manager Activity for 365 Tollway and IBTC – Louis Jones, Dannenbaum Engineering
- B. Report on Construction Activity for US 281/Military Highway Overpass/BSIF Connector Project – Ramon Navarro, HCRMA

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

- A. Approval of Minutes for Regular Meeting held November 1, 2016.
- B. Approval of Project & General Expense Report for the period from October 11, 2016 to November 4, 2016.
- C. Approval of Financial Report for October 2016.
- D. Resolution 2016-125 – Approval of Work Authorization Number 11 to the Professional Service Agreement with SAMES Engineering to provide surveys for Parcels 21, 22, 22C Lateral D and Pawlik Tract as part of the 365 Tollway Project.
- E. Resolution 2016-126 – Approval of Contract Amendment Number 7 to the Professional Service Agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 11.
- F. Resolution 2016-127 – Approval of Award of Contract and Work Authorization Number 1 to the Professional Service Agreement with ROW Surveying Services, LLC, to provide parcel sketches for existing county road right of ways as part of the 365 Tollway Project.

3. REGULAR AGENDA

- A. Resolution 2016-128 – Approval of Award of Contract for Insurance Broker Services for the Hidalgo County Regional Mobility Authority.
- B. Resolution 2016-129 – Adoption of 2016-2020 Strategic Plan Update for the Hidalgo County Regional Mobility Authority Loop System.

4. CHAIRMAN’S REPORT

- A. None.

5. TABLED ITEMS

- A. None.

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

- A. Consultation with Board Attorney on legal issues pertaining to the Texas Department of Transportation State Infrastructure Bank Loan for the 365 Tollway Project (Section 551.071 T.G.C.)
- B. Consultation with Board Attorney on legal issues pertaining to Professional Service Agreements for Engineering, Surveying and Environmental Services (Section 551.071 T.G.C.).
- C. Consultation with Board Attorney on legal issues pertaining to the deliberation of real property for the 365 Tollway and International Bridge Trade Corridor Projects (Sections 551.071 and 551.072 T.G.C.).
- D. Consultation with Board Attorney on legal issues pertaining to the use of Eminent Domain to acquire property required to complete the project alignments of the 365 Tollway Project (Sections 551.071 and 551.072 T.G.C.).
- E. Consultation with Board Attorney on legal issues pertaining to the proposed South Texas Class I Rail Project (Section 551.071 T.G.C.).
- F. Consultation with Board Attorney on legal issues pertaining to a financial agreement with the City of Pharr to construct the International Bridge Trade Corridor Project (T.G.C. 551.071).

PUBLIC COMMENT

ADJOURNMENT OF REGULAR MEETING

CERTIFICATION

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Directors is a true and correct copy and that I posted a true and correct copy of said notice on the Hidalgo County Regional Mobility Authority Web Page (www.hcrma.net) and the bulletin board in the Hidalgo County Court House (100 North Closser, Edinburg, Texas 78539), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 9th day of **November 2016** at **12:00 pm** and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Maria E. Alaniz
Administrative Assistant

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

PUBLIC COMMENT POLICY

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

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Workshop

Item 1

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 1 </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 11/04/16 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 11/15/16 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **WORKSHOP ITEM 1 – SHORT LIST FIRMS FOR INSURANCE BROKER SERVICES.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Presentation by the Klement Group and Shepard Walton King for Insurance Broker Services.
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: **Presentation only.**
6. Program Manager’s Recommendation: Approved Disapproved X None
7. Planning Committee’s Recommendation: Approved Disapproved X None
8. Board Attorney’s Recommendation: Approved Disapproved X None
9. Chief Auditor’s Recommendation: Approved Disapproved X None
10. Chief Financial Officer’s Recommendation: Approved Disapproved X None
11. Chief Construction Engineer’s Recommendation: Approved Disapproved X None
12. Executive Director’s Recommendation: Approved Disapproved X None

Workshop

Item 2

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2 </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 11/07/16 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 11/15/16 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **REVIEW OF 2016 -2020 STRATEGIC PLAN UPDATE FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY LOOP SYSTEM.**

2. Nature of Request: (Brief Overview) Attachments: X Yes No
Review of the 2016-2020 Strategic Plan Update for the HCRMA Loop System

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

4. Budgeted: Yes No X N/A

5. Staff Recommendation: **Review only.**

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

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

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

9. Chief Auditor's Recommendation: Approved Disapproved X None

10. Chief Financial Officer's Recommendation: Approved Disapproved X None

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

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

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Item 1A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 1A </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 11/07/16 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 11/15/16 </u>
TECHNICAL COMMITTEE	<u> </u>		

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



HCRMA Board of Directors

S. David Deanda, Jr., Chairman
Forrest Runnels, Vice-Chairman
Ricardo Perez, Secretary/Treasurer
Josue Reyes, Director
R. David Guerra, Director
Aquiles J. Garza Jr., Director
Alonzo Cantu, Director

HCRMA Staff

Pilar Rodriguez, PE, Executive Director
Ramon Navarro IV, PE, CFM, Construction Engineer
Celia Gaona, CIA, Auditor/Compliance Officer
Jose Castillo, Chief Financial Officer
Carlos “CJ” Moreno, Jr., Acquisition Coordinator
Maria Alaniz, Admin. Assistant
Flor E. Koll, Admin. Assistant III (Constr.)
Sergio Mandujano, Construction Records Keeper

Program Management Consultant
DANNENBAUM ENGINEERING CORP

PMC/GEC STATUS REPORT (11/2016)

1. Review: PMC Invoice
2. Status: Systemwide Tasks
3. Status: SH 365 Project
4. Status: IBTC Project
5. Status: OW/OS Corridor
6. Status: Constr. Cost Trends

PMC Invoice Overview

(Active WA's: 11/2016 Invoice)



DANNENBAUM – PROGRAM MANAGER

Task (Current Billing)	WA 9 3/1/14 - 6/30/18	WA 16 5/28/14-01/31/16	WA 20 12/17/15-03/30/16	WA9 - WA20 3/1/14 - 6/30/18
Program Management Consultant	\$ 166,033	\$ -	\$ -	\$ 166,033
Project & Systemwide Mgt	\$ 132,040	\$ -	\$ -	\$ 132,040
Construction Mgt	\$ 33,993	\$ -	\$ -	\$ 33,993
General Engineering Consultant (Tasks on Behalf of the Agency)	\$ -	\$ 22,245	\$ -	\$ 22,245
Analyzing Documentation	\$ -	\$ -	\$ -	\$ -
Building Agency	\$ -	\$ -	\$ -	\$ -
Strategic Planning	\$ -	\$ -	\$ -	\$ -
Public Outreach	\$ -	\$ -	\$ -	\$ -
Advance Planning	\$ -	\$ 22,245	\$ -	\$ 22,245
Total for All Tasks:	\$ 166,033	\$ 22,245	\$ -	\$ 188,277

Firm (Current Billing)	WA 9 3/1/14 - 6/30/18	WA 16 5/28/14-01/31/16	WA 20 12/17/15-03/30/16	WA9 - WA20 3/1/14 - 6/30/18
Dannenbaum Eng Corp.	\$ 156,033	\$ -	\$ -	\$ 156,033
Direct Labor: Pathfinder	\$ 10,000	\$ -	\$ -	\$ 10,000
Direct Labor: George Ramon	\$ -	\$ -	\$ -	\$ -
Sub: Aranda and Assoc. (DBE)	\$ -	\$ -	\$ -	\$ -
Sub: Blanton & Assoc. (DBE)	\$ -	\$ -	\$ -	\$ -
Sub: C&M Associates (DBE)	\$ -	\$ -	\$ -	\$ -
Sub: RODS SUE (DBE)	\$ -	\$ -	\$ -	\$ -
Sub: UNINTECH (DBE)	\$ -	\$ -	\$ -	\$ -
Sub: CSE (DBE)	\$ -	\$ 22,245	\$ -	\$ 22,245
Total for All Firms:	\$ 166,033	\$ 22,245	\$ -	\$ 188,277

PMC Invoice Overview (Active WA's: Earned to Date)



DANNENBAUM – PROGRAM MANAGER

Task (Earned to Date)	WA 9 3/1/14 - 6/30/18	WA 16 5/28/14-01/31/16	WA 20 12/17/15-03/30/16	WA9 - WA20 3/1/14 - 6/30/18
Program Management Consultant	\$ 6,735,731	\$ -	\$ -	\$ 6,735,731
Project & Systemwide Mgt	\$ 6,475,614	\$ -	\$ -	\$ 6,475,614
Construction Mgt	\$ 260,117	\$ -	\$ -	\$ 260,117
General Engineering Consultant (Tasks on Behalf of the Agency)	\$ -	\$ 215,571	\$ 273,051	\$ 488,622
Analyzing Documentation	\$ -	\$ -	\$ -	\$ -
Building Agency	\$ -	\$ -	\$ -	\$ -
Strategic Planning	\$ -	\$ -	\$ 273,051	\$ 273,051
Public Outreach	\$ -	\$ -	\$ -	\$ -
Advance Planning	\$ -	\$ 215,571	\$ -	\$ 215,571
Total for All Tasks:	\$ 6,735,731	\$ 215,571	\$ 273,051	\$ 7,224,353

Firm (Earned to Date)	WA 9 3/1/14 - 6/30/18	WA 16 5/28/14-01/31/16	WA 20 12/17/15-03/30/16	WA9 - WA20 3/1/14 - 6/30/18
Dannenbaum Eng Corp.	\$ 5,581,611	\$ -	\$ -	\$ 5,581,611
Direct Labor: Pathfinder	\$ 320,000	\$ -	\$ -	\$ 320,000
Direct Labor: George Ramon	\$ 179,400	\$ -	\$ -	\$ 179,400
Sub: Aranda and Assoc. (DBE)	\$ 435,520	\$ -	\$ -	\$ 435,520
Sub: Blanton & Assoc. (DBE)	\$ 219,200	\$ -	\$ -	\$ 219,200
Sub: C&M Associates (DBE)	\$ -	\$ -	\$ 273,051	\$ 273,051
Sub: RODS SUE (DBE)	\$ -	\$ -	\$ -	\$ -
Sub: UNINTECH (DBE)	\$ -	\$ -	\$ -	\$ -
Sub: CSE (DBE)	\$ -	\$ 215,571	\$ -	\$ 215,571
Total for All Firms:	\$ 6,735,731	\$ 215,571	\$ 273,051	\$ 7,224,353

- **PMC WA 9**
 - Managed/met/reviewed all development efforts done by other HCRMA consultants for SH 365 and IBTC.
 - Provided support to Staff for landowner coordination, meetings with stakeholders, in addition to Staff support for ROW document preparation, contract document support, and document control.
 - Construction Management tasks include
 - US 281 / BSIF construction and document control systems created (Appia and ProjectWise) for coordination with the Contractor and TxDOT.
 - Managing RFI, submittals, shop drawing reviews, and supporting logging of testing and inspection in coordination with HCRMA Construction Engineer and Records Keeper (including SW3P inspections, etc.).

- PMC WA 9 Cont.
 - Continued to provide support to reviews/input for the 365 TOLL PDA.
 - Merging PS&E sets from L&G and S&B into one cohesive plan set.
- PMC WA 16
 - Offsite Hydrologic Studies are 99% complete by Civil Systems Engineers (Deren Li) for eventual use on HCDD#1 Outfall Improvements.
 - Continued follow-up with HCDD#1 for SH 365 Seg 1 & 2 Outfall Development.

Project Overview for SH 365



Path: G:\15404652\PM\C\GIS\EXHIBITS\2014-10-06 Project Map (SH365).mxd

Project Schedule for SH 365



SH 365 / US 281 Improvements - Phase I (Segment 3)

(US 281 / Mil. Hwy. from SP600 / Cage Blvd. to FM 2557 / Stewart Rd and the BSIF Connector)

WORK TASK	2015												2016											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Env. Clearance (FONSI)							◆																	
Final Design (Complete)																								
ROW Acquisition (Complete)																								
Utility Relocation																								
Constr. Bid Opening (Letting)										◆														
Construction Starts																								

CONSTRUCTION FOR SH 365 PHASE I: FROM 02/01/2016 TO 09/30/2017

SH 365 - Phase II (Segments 1 & 2)

(FM 396 / Anzalduas Hwy. to US 281 / Military Hwy)

WORK TASK	2016												2017											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Env. Clearance (FONSI)	Occurred July 2, 2015																							
Final Design																								
ROW Acquisition Phase																								
Utility Relocation																								
Constr. Bid Advertisement																								
Constr. Bid Opening (Letting)																								
Construction Starts																								

CONSTRUCTION FOR SH 365 PHASE II: FROM 6/1/2017 TO 12/30/2019

- 8/8/2016: 95% PS&E Submittal for Segments 1 & 2 (Merged) to TxDOT for Concurrent Review by Pharr District and Austin Divisions
- 8/29/2016: Receive 95% PS&E Comments from TxDOT (15 days as per PDA)
- 11/30/2016: Submit Bid Package (Bid Proposal and 100% Plans) to TxDOT
- 11/15/2016 to 12/15/2016: GEC Report Created
- 2/15/2017: LOA Received by HCRMA
- 3/1/2017: Advertisement Date (Sat 3/4 & Sun 3/5 & Subsequent weekends)
- 4/5/2017: Letting Date

Project Schedule Milestones for SH 365 (2 of 2)



- 4/18/2017: Award Date by HCRMA (NTP Contingent upon TxDOT / FHWA concurrence)
- 4/20/2017: Visit Rating Agencies
- 4/26/2017: Receive Ratings
- 4/28/2017: Post POS
- 5/1/2017: Marketing and Road Show for entire week
- 5/8/2017: Price Bonds
- 5/26/2017: Close Bonds
- 5/31/2017: Issue Construction Contract NTP
- 12/31/2019: Constr. Ends SH 365 Seg. 1 & 2

■ Design

- PS&E on SH 365 Segment 3 (US 281/BSIF) is 100% complete.
- PS&E on SH 365 Segments 1 and 2 are 95% complete.
- All requested subsurface utility exposures are 100% complete.
- Geo-technical for SH 365 Segment 3 (US 281) is 100% complete.
- Geo-technical for SH 365 Segments 1 and 2 are 100% complete.
- Onsite Hydrologic Studies for SH 365 Segments 1, 2, and 3 are 100% complete.

■ ROW Mapping / Acquisition

- ROW Maps and Parcels for Segments 1 & 2 delivered to ROW team.
- Most appraisals completed, save for a few new levee parcels, along parcels modified for whole parcel takings, and in places where updated title information has become available.
- Land acquisition ongoing throughout entire corridor from Anzalduas Bridge to US 281 Military Highway.

■ Utility Relocations

- Major utilities have been coordinated with and held kick-off meetings with said owners (cities, private utilities, irrigation districts, etc.). Continuing to negotiate relocation agreements, while coordinating movement of those that are ready to move.
- As ROW is acquired PMC has examined possibility of releasing utility relocation agreements.

- Environmental

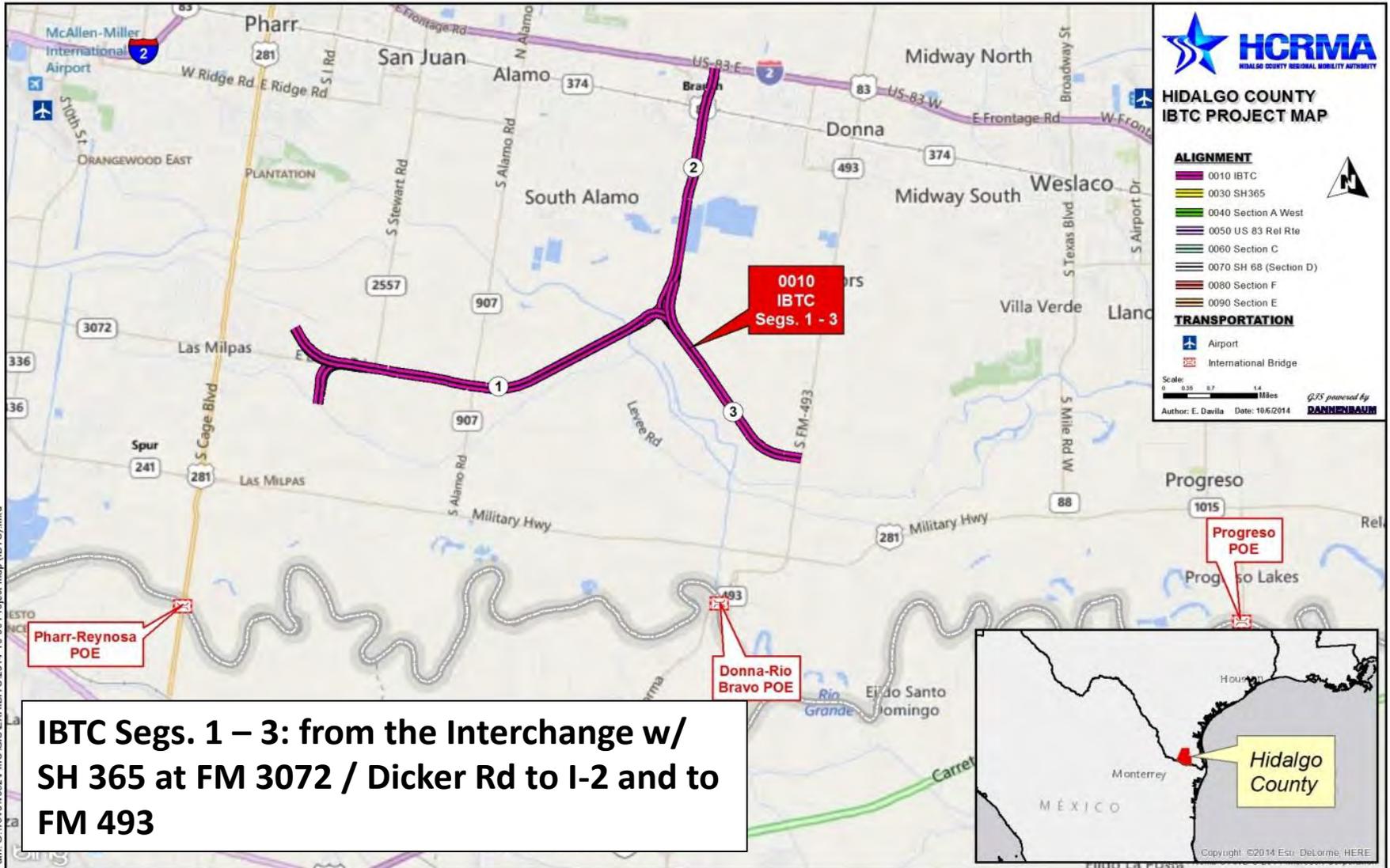
- USIBWC

- The Texas State Historical Commission has completed environmental review of the USIBWC Construction License.

- USACE 404 Permit & Wetland Mitigation Plan

- Executed USACE 404 Individual Permit received September 22, 2016.
- The proposed wetland mitigation site has been selected and an offer is being prepared.

Project Overview for IBTC



Project Schedule for IBTC



IBTC - Segments 1-3																												
(From Dicker Rd. Interchange to end of the Floodway North to I-2 & from Valleyview Interchange to FM 493)																												
WORK TASK	2015				2016												2017											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Environmental							■	■	■	■	■	■	■	■	■			◆										
Final Plans														■	■	■	■	■	■	■	■							
ROW Acquisition														■	■	■	■	■	■	■	■	■	■	■	■	■	■	
Utility Relocation																■	■	■	■	■	■	■	■	■	■	■	■	
Constr. Bid Opening (Letting)																											◆	
Construction Starts																												▶
CONSTRUCTION FROM 12/15/2017 TO 06/15/2020																												

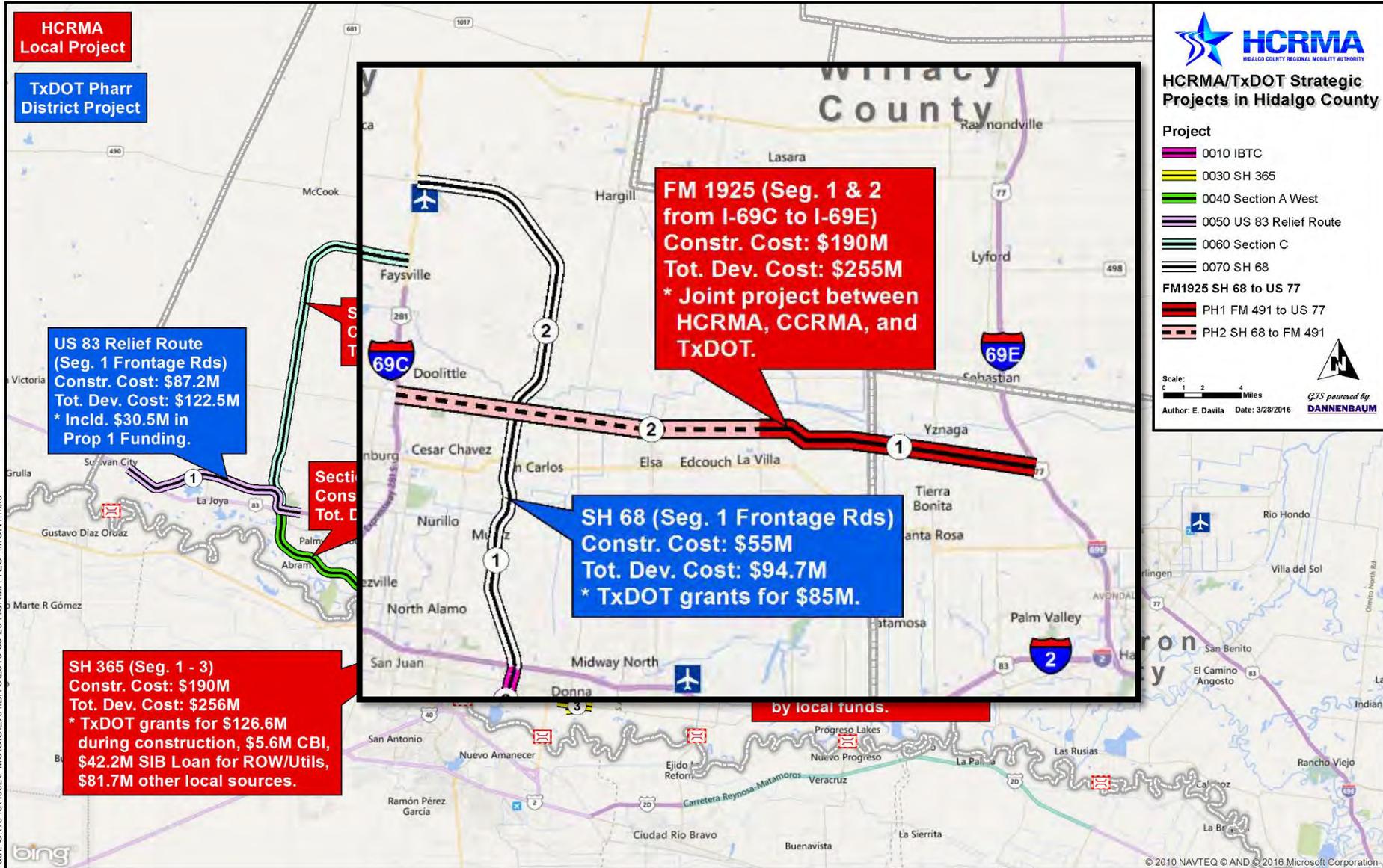
Proposed Revised Schedule:

- Contingent upon Board direction
- Funding considerations
- Clearing environmental

- Design
 - PS&E for IBTC Segments 1 - 3 are 40 to 60% complete.
 - Geo-technical borehole efforts are on pause for IBTC Segments 1-3.
 - Onsite Hydrologic Studies for IBTC have been reviewed and are being finalized.
 - Subsurface Utility Exposures are 100% complete.
- Environmental
 - A Phase II ESA was completed on the Donna Reservoir-IBTC footprint, final lab results indicate no PCB contamination is present within the proposed ROW.
 - As directed by the Executive Director the PMC has provided options to expedite the environmental clearance of the IBTC project.
 - IBTC Right-of-Entry forms are being updated to reduce any delays to environmental fieldwork.

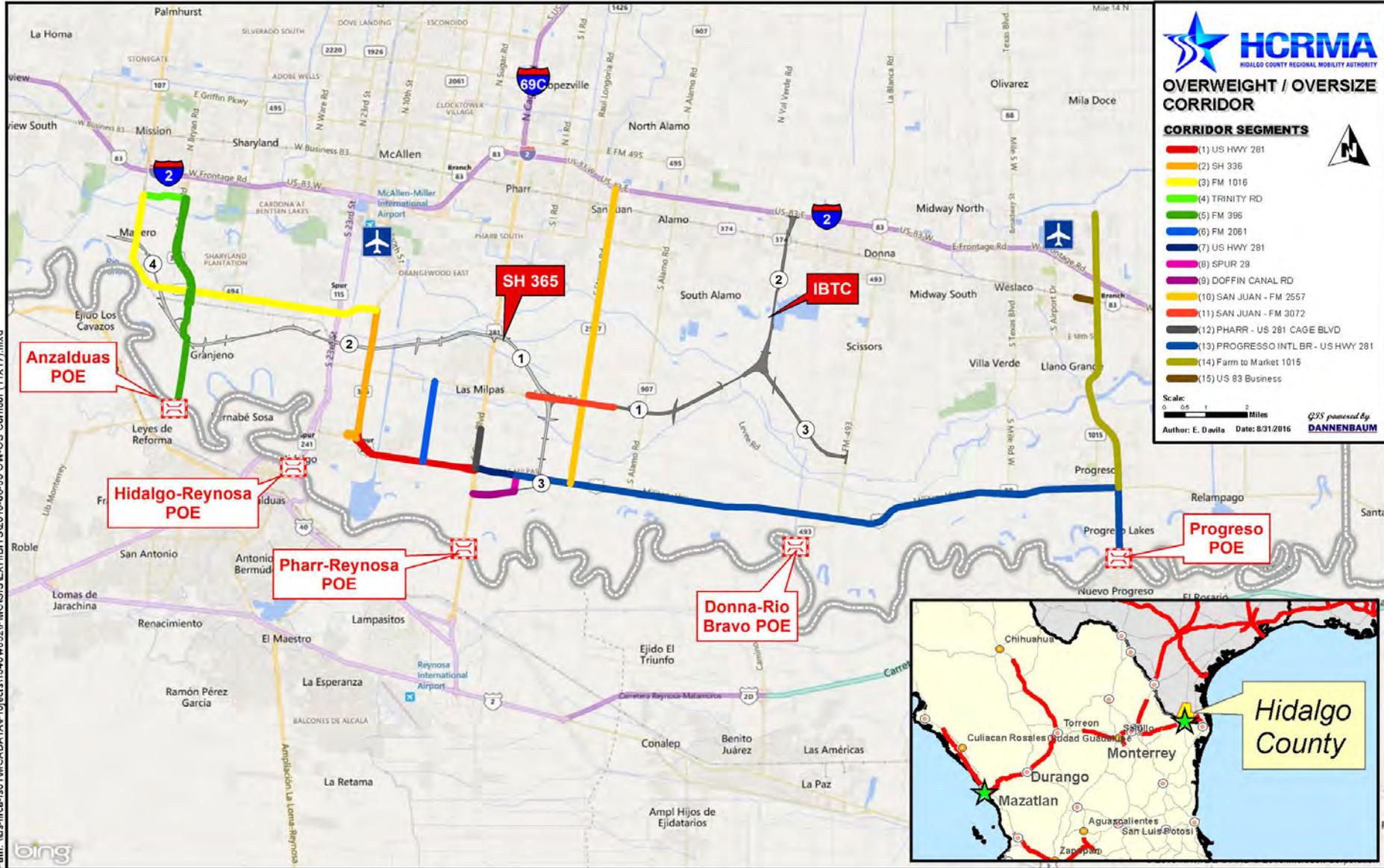
- ROW Mapping
 - Strip map for complete IBTC project is complete for the entire project, as well as all ETT-easement parcels completed.
- ROW Acquisition
 - All parcels north of Donna Reservoirs have been submitted to the ROW Acquisition Team.
 - Early acquisition is nearing completion for the AEP/ETT local project ROW for the transmission line (4 parcels remain at various stages of closure).

HCRMA Planning Efforts



- FM 1925 (from I69C to I-69E)
 - TxDOT Committed Supplemental Development Authority Funds for the Entire 27 Mile Corridor as an expressway facility.
 - TxDOT has committed to funding the Schematic Design.
 - Cameron County has committed to funding the segment of FM 1925 from the eastern Hidalgo County Line to US 77 and ultimately to the South Padre Island 2nd access.
 - Interlocal between HCRMA and CCRMA is being finalized to complete the Environmental Documents.
 - \$40M in Proposition 1 & 7 funds for the Right-of-Way and Construction of the segment of the project from FM 88 East to the Cameron County line have been allocated at the HCMPO.

Project Overview for Overweight/Oversize Corridor Permits



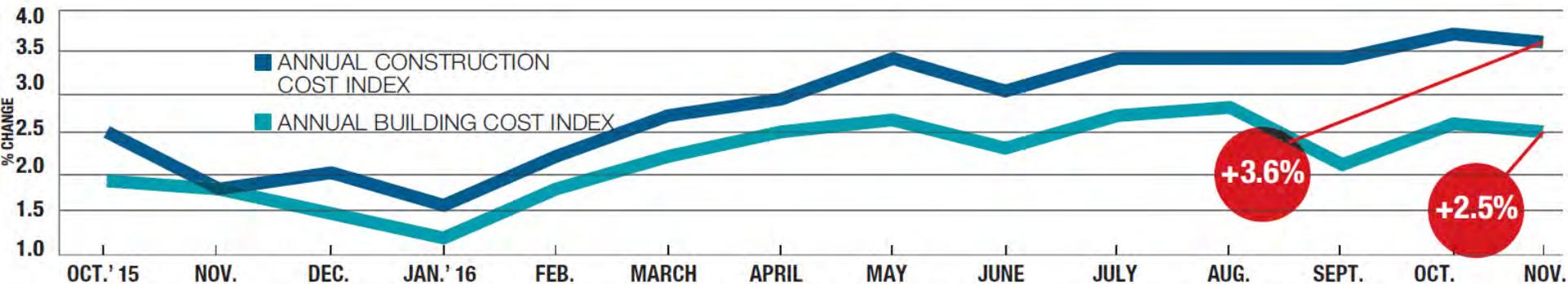
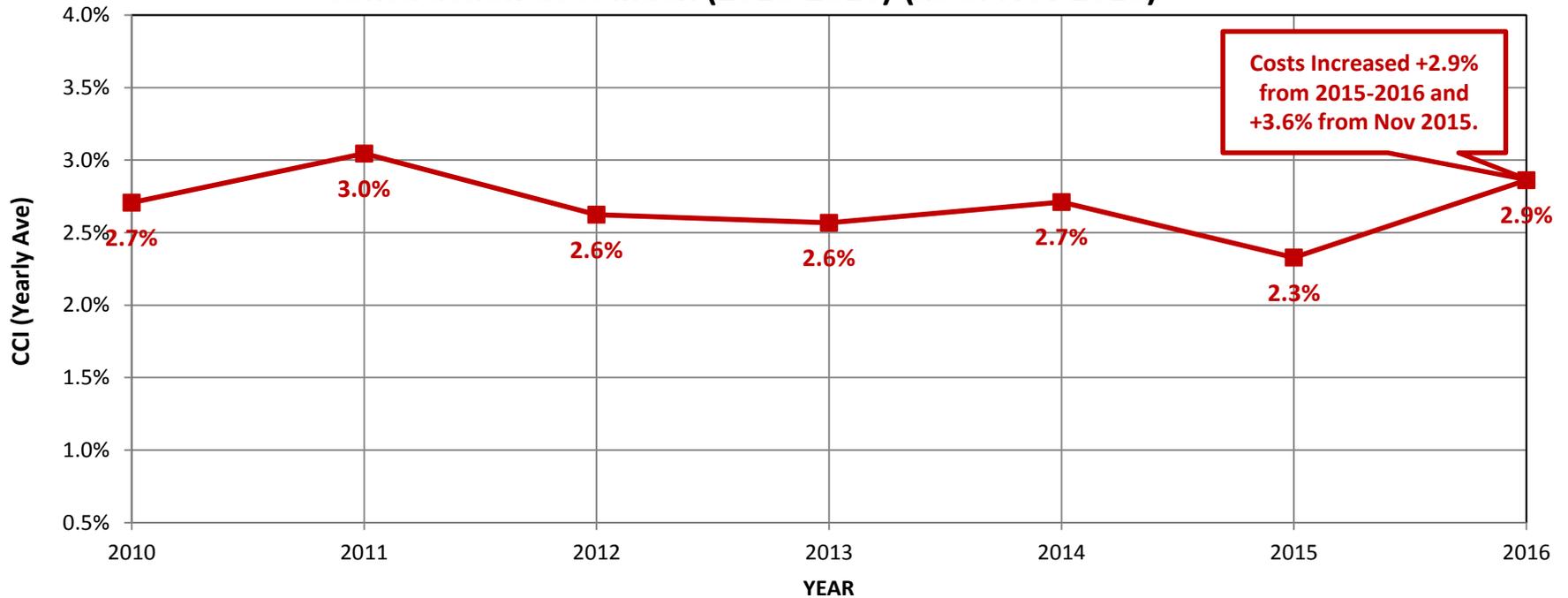
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From 01/01/2016 – 10/28/2016

Total Permits Issued:	24,140
Total Amount Collected:	\$ 1,985,188
▪ Convenience Fees (CC):	\$ 53,988
▪ Total Permit Fees:	\$ 1,931,200
– Pro Miles:	\$ 72,420
– TxDOT:	\$ 1,641,520
– HCRMA:	\$ 217,260

Construction Cost Index

Construction Cost Index (2010-2016) (as of Nov 2016) *Source: McGraw Hill Construction ENR*



Construction Cost Trends: Asphalt Paving Prices

- The 20-city average price for liquid asphalt has changed as follows:
 - Price decreased -0.5% in Nov 2016
 - Price decreased -8.6% since Nov 2015



20-CITY AVERAGE

ITEM	UNIT	\$PRICE	%MONTH	%YEAR
ASPHALT PAVING				
PG 58	TON	370.17	-0.5	-8.6
Cutback, MC800	TON	382.12	+0.1	+1.2
Emulsion, RAPID SET	TON	359.00	+0.1	+0.8
Emulsion, SLOW SET	TON	368.46	+0.1	-0.3

PORTLAND CEMENT

Type one	TON	109.05	+0.4	-5.6
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MASONRY CEMENT

70-lb	BAG	8.47	-0.9	+2.9
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CRUSHED STONE

Base course	TON	10.05	0.0	-3.4
Concrete course	TON	10.79	0.0	+0.5
Asphalt course	TON	11.00	0.0	-2.1

SAND

Concrete	TON	9.14	0.0	-1.5
Masonry	TON	10.93	0.0	+4.3

READY-MIX CONCRETE

3,000 psi	CY	111.91	0.0	+1.8
4,000 psi	CY	116.08	-0.1	+1.4
5,000 psi	CY	122.24	0.0	+0.1

CONCRETE BLOCK

Normal weight: 8" x 8" x 16"	C	138.91	+3.5	-4.8
Lightweight: 8" x 8" x 16"	C	163.78	-0.1	+1.3
12" x 8" x 16"	C	174.77	-0.2	-0.2

Source: McGraw Hill Construction ENR

SOURCE: ENR

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Item 1B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 1B </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 11/0/16 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 11/15/16 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **Report on Construction Activity for US 281/Military Highway Overpass/BSIF Connector Project.**

2. Nature of Request: (Brief Overview) Attachments: Yes No
Report on Construction Activity for US 281/Military Highway Overpass/BSIF Connector Project – Ramon Navarro, HCRMA

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

4. Budgeted: Yes No N/A

5. Staff Recommendation: **Report only.**

6. Program Manager’s Recommendation: Approved Disapproved None

7. Planning Committee’s Recommendation: Approved Disapproved None

8. Board Attorney’s Recommendation: Approved Disapproved None

9. Chief Auditor’s Recommendation: Approved Disapproved None

10. Chief Financial Officer’s Recommendation: Approved Disapproved None

11. Construction Engineer’s Recommendation: Approved Disapproved None

12. Executive Director’s Recommendation: Approved Disapproved None



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

REPORT No. 8 - October 2016

US281 / BSIF CONNECTOR

CSJ# 0220-01-023



EXECUTIVE SUMMARY

The Notice to Proceed (NTP) was issued to Foremost Paving on January 19, 2016, with time charges commencing on February 17, 2016.

Project is to be completed within 535 calendar days. The specified number of “calendar days” in which the work is to be completed are 7 day consecutive Julian calendar days, inclusive of Saturdays, Sundays, including all holidays, regardless of weather conditions, material availability, or other conditions not under the control of the Contractor.

The total construction cost was submitted at \$19,425,546.44.

INDEX DATA
SHEET ON PAGE 2

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

PLANS OF PROPOSED ROADWAY IMPROVEMENT

CSJ : 0220 - 01 - 023, ETC.

FEDERAL AID PROJECT NO. CBI(), ETC.

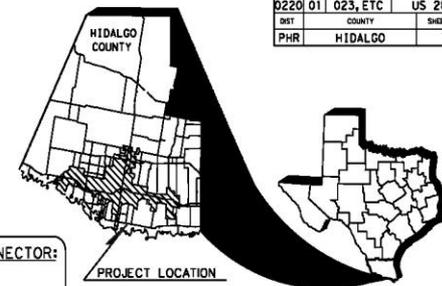
US 281 (MILITARY ROAD) AND BSIF CONNECTOR

PROJECT LENGTH: US 281
ROADWAY: 9408 FT = 1.78 MI.
BRIDGE: 292 FT = 0.06 MI.
TOTAL: 9700 FT = 1.84 MI.

LIMITS: US 281 (MILITARY RD)
FROM: 0.47 MILES EAST OF SP 600
US 281 (SOUTH CAGE BLVD)
TO: FM 2557 (SOUTH STEWART ROAD)

PROJECT LENGTH: BSIF CONNECTOR
ROADWAY: 3549 FT = 0.67 MI.
BRIDGE: 0 FT = 0.00 MI.
TOTAL: 3549 FT = 0.67 MI.

LIMITS FOR BSIF CONNECTOR:
FROM: US 281 (MILITARY RD)
TO: SP 29 (VETERANS RD)



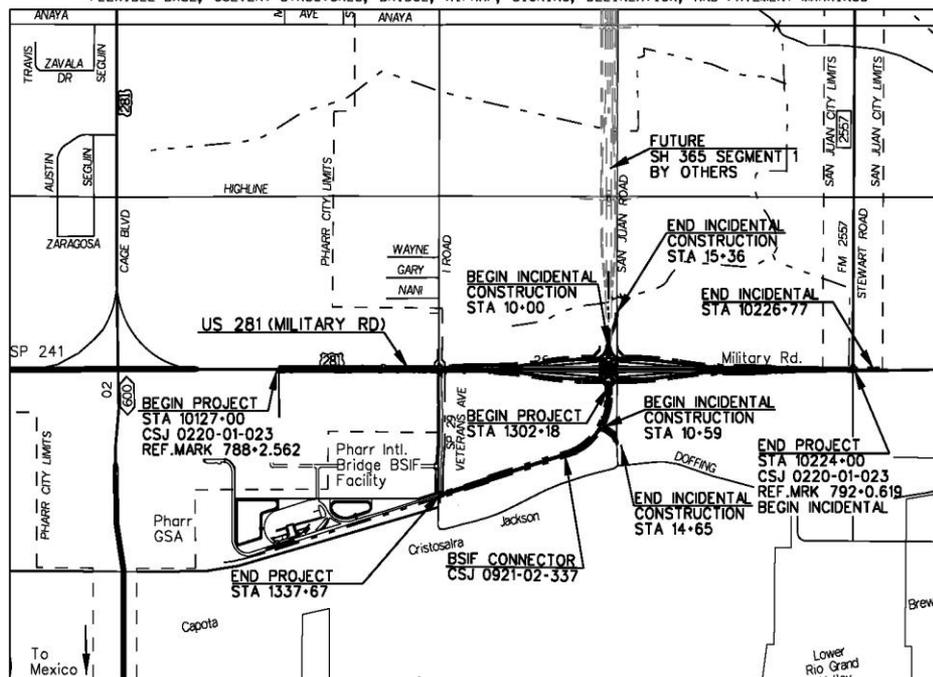
FEDERAL AID PROJECT NO.			
CBI(), ETC.			
COUNTY	SECTION	JOB	SECTION
0220	01	023, ETC	US 281
STATE	COUNTY	SHEET	SHEET NO.
PHR	HIDALGO		

FINAL PLAN DATA :

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

CONSTRUCTION OF WIDENING TO 4 LANE DIVIDED URBAN, ETC.

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



LOCAL ENTITIES

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
CONCURRENCE # _____ DATE # _____

NAME _____ TITLE _____
CITY OF PHARR
CONCURRENCE # _____ DATE # _____

NAME _____ TITLE _____
SAN JUAN IRRIGATION DISTRICT
CONCURRENCE # _____ DATE # _____

NAME _____ TITLE _____
HIDALGO COUNTY JUDGE
CONCURRENCE # _____ DATE # _____

NAME _____ TITLE _____

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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Texas Department of Transportation

PROGRAM MANAGEMENT CONSULTANT
DANNENBAUM
ENGINEERING CORPORATION
T.B.P.E. FROM REGISTRATION #892
1100 MOLLARA LOOP, #75 SAN JOUAN, TX 78048 (2016) 081-3277

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83
Mission, Texas 78172
(2015) 424-1004

PILAR RODRIGUEZ, P.E. DATE _____
EXECUTIVE DIRECTOR

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

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

HWY. NO. US 281
DATE ACCEPTED _____

PROJECT DATA		FUNCTION CLASS
DESIGN SPEED:	45 mph - BSIF Connector ~ STA. 1302+18 TO STA. 1337+67	BSIF CONNECTOR ~ LOCAL CONNECTOR
	60 mph - US 281 ~ STA. 10127+00 TO STA. 10224+00	US 281 ~ PRINCIPAL ARTERIAL
REGISTERED ACCESSIBILITY SPECIALIST (RAS) TDLR INSPECTION NOT REQUIRED		BRIDGE STA. 10180+85.92 TO STA. 10183+77.92
ADT 2015 - 28,600 2035 - 39,600		EQUATIONS: NONE
EXCEPTIONS: NONE	RAILROAD CROSSINGS: NONE	

RECOMMENDED FOR LETTING # <input type="checkbox"/>	RECOMMENDED FOR LETTING # <input type="checkbox"/>
DANNENBAUM PMC PROJECT MANAGER	TxDOT DISTRICT ENGINEER
SUBMITTED FOR LETTING # <input type="checkbox"/>	APPROVED FOR LETTING # <input type="checkbox"/>
TEDSI PROJECT ENGINEER	HCRMA EXECUTIVE DIRECTOR
SUBMITTED FOR LETTING # <input type="checkbox"/>	
TxDOT ADVANCED PLANNING/ PROJECT MANAGEMENT SUPERVISOR	

SCHEDULE & CONSTRUCTION COSTS

As of November 1, 2016, the project was 257 days into the contract, with 281 days remaining.

The project is approximately 26.58% complete based on the total construction value estimated for Payment Application (#9) in the amount of \$735,306.70; total paid to date amount of \$5,101,908.96 and leaving a remaining balance of \$14,090,108.20.

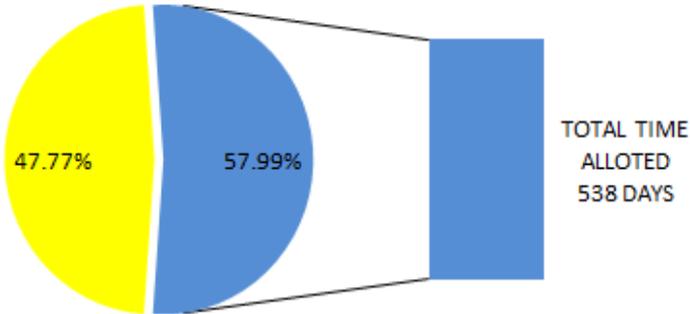
There has been 3 approved Change Order(s):

CO#1 4/26/16 2T KEBO Protective Slab	+3 days	+\$	6,623.32	.034%
CO#2 7/26/16 3A TCP / Plan Revisions			(279,383.60)	1.44%
CO#3 9/27/16 3A Backfill / Utilities / Removal items			39,231.00	.202%

SCHEDULE & CONSTRUCTION COSTS

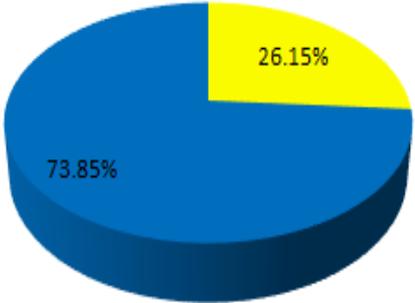
JOB TIME EXPENDED

■ TIME USED 257 DAYS ■ TIME REMAINING 281 DAYS



ESTIMATE PERCENTAGES

■ ESTIMATE COMPLETED \$5,018,408.32
■ ESTIMATE REMAINING \$14,173,608.84



Project Production



Crews continue installing underground infrastructure and commenced work on the eastern half of the westbound frontage road.

Item 2A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2A </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 11/03/16 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 11/15/16 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF MINUTES FOR REGULAR MEETING HELD NOVEMBER 1, 2016.**

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 November 1, 2016.

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

4. Budgeted: Yes No X N/A

5. Staff Recommendation: **Motion to approve the minutes for the Board of Director's Regular Meeting held November 1, 2016, 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 Auditor's Recommendation: Approved Disapproved X None

10. Chief Financial Officer's Recommendation: Approved Disapproved X None

11. Construction Engineer's Recommendation: Approved Disapproved X None

12. 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 Workshop and Regular Meeting on **Tuesday, November 1, 2016**, at 5:30 pm at the Pharr City Hall, Fire Department Training Room, 3rd Floor, 118 South Cage Boulevard, Pharr, Texas, with the following present:

Board Members:	S. David Deanda, Jr., Chairman	HCRMA
	Forrest Runnels, Vice-Chairman	HCRMA
	Ricardo Perez, Secretary/Treasurer	HCRMA
	Alonzo Cantu, Director	HCRMA
Absent:	Aquiles J. Garza, Jr. Director	HCRMA
	Josue Reyes, Director	HCRMA
	David Guerra, Director	HCRMA
Staff:	Pilar Rodriguez, Executive Director	HCRMA
	Ramon Navarro IV, Chief Construction Engineer	HCRMA
	Celia Gaona, Auditor/Compliance Officer	HCRMA
	Carlos Moreno, Land Acquisition Coordinator	HCRMA
	Maria Alaniz, Administrative Assistant II	HCRMA
	Blakely Fernandez, Legal Counsel	HCRMA
	Louis Jones, Program Manager	HCRMA

PLEDGE OF ALLEGIANCE

Chairman Deanda led the Pledge of Allegiance.

INVOCATION

Ms. Gaona led the Invocation.

CALL TO ORDER FOR WORKSHOP

Chairman Deanda called the workshop to order at 5:30 pm.

Motion by Alonzo Cantu, with a second by Rick Perez, to enter into Executive Session to consult with the Board Attorney on legal issues pertaining to Workshop Items 1 and 3 and Item 6B under Section 551.071 of the Texas Government Code. Motion carried unanimously.

Chairman Deanda recessed the meeting to enter into Executive Session at 5:37pm. Chairman Deanda reconvened the Regular Meeting at 6:00 pm with no action taken on the item discussed in Executive Session

1. Review of proposed Fiscal Year 2017 Operating and Capital Outlay Budget.
No action taken.
2. Review of Quarterly Investment Report for the period ending September 30, 2016.
Mr. Pilar Rodriguez reviewed the Quarterly Investment Report for the period ending September 30, 2016.

3. Review of legal authority and proposed terms & conditions for a financial agreement with the City of Pharr to construct the International Bridge Trade Corridor Project.
No action taken.

ADJOURNMENT FOR WORKSHOP

CALL TO ORDER FOR REGULAR MEETING AND ESTABLISH A QUORUM

Chairman Deanda called the Regular Meeting to order at 6:12 pm.

PUBLIC COMMENT

None

1. REPORTS

- A. Report on Program Manager Activity for 365 Tollway and IBTC – Louis Jones, Dannenbaum Engineering.
Mr. Louis Jones and Eric Davila, Dannenbaum Engineering, reported on the progress to date for the 365 Tollway and IBTC Projects. No action taken.
- B. Report on Construction Activity for US 281/Military Highway Overpass/BSIF Connector Project – Ramon Navarro, HCRMA.
Mr. Ramon Navarro, Chief Construction Engineer for the HCRMA, reported on Construction Activity for US 281/Military Highway Overpass/BSIF Connector Project. No action taken.
- C. Report on I69C/I2 Interchange Improvement Project – Eduardo Saenz, TxDOT.
Mr. Eduardo Saenz, Texas Department of Transportation, reported on I69C/I2 Interchange Improvement Project. No action taken.

2. CONSENT AGENDA.

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

- A. Approval of Minutes for Regular Meeting held September 27, 2016.
Approved the Minutes for the Regular Meeting held September 27, 2016 as presented.
- B. Approval of Project & General Expense Report for the period from September 13, 2016 to October 10, 2016.
Approved the Project & General Expense Report for the period from September 13, 2016 to October 10, 2016.
- C. Approval of Financial Report for September 2016.
Approved the Financial Report for September 2016.
- D. Approval of Quarterly Investment Report for the period ending September 31, 2016.
Approved the Quarterly Investment Report for the period ending September 31, 2016.
- E. Resolution 2016-117 – Adoption of policy for acceptance and payment of materials on hand for construction projects.
Approved Resolution 2016-117 – Adoption of policy for acceptance and payment of materials on hand for construction projects.

- F. Resolution 2016-123 – Approval of Work Authorization Number 10 to the Professional Service Agreement with SAMES Engineering to provide parcel sketches for corner clips at Stewart Road and US 281/Military Highway as part of the US 281/Military Highway Overpass/BSIF Connector Project.
Approved Resolution 2016-123 – Approval of Work Authorization Number 10 to the Professional Service Agreement with SAMES Engineering to provide parcel sketches for corner clips at Stewart Road and US 281/Military Highway as part of the US 281/Military Highway Overpass/BSIF Connector Project in the amount of \$1,270.00.
- G. Resolution 2016-124 – Approval of Contract Amendment Number 6 to the Professional Service Agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 10.
Approved Resolution 2016-124 – Approval of Contract Amendment Number 6 to the Professional Service Agreement with SAMES Engineering to increase the maximum payable amount by \$1,270.00 for Work Authorization Number 10 for a revised maximum payable amount of \$94,962.50.

3. REGULAR AGENDA

- A. Resolution 2016-121 – Approval of declaration of surplus property for 8.606 acres located in lots 2 and 3, Block 6, Rio Bravo Plantation Subdivision, Hidalgo County, Texas.
Motion by Forrest Runnels, with a second by Rick Perez to approve Resolution 2016-121 – Approval of declaration of surplus property for 8.606 acres located in lots 2 and 3, Block 6, Rio Bravo Plantation Subdivision, Hidalgo County, Texas. Motion carried unanimously.
- B. Resolution 2016-122 – Approval of sale of 8.606 acres located in lots 2 and 3, Block 6, Rio Bravo Plantation Subdivision, Hidalgo County, Texas, identified as surplus property of the Authority, to the McAllen Economic Development Corporation, a governmental entity.
Motion by Forrest Runnels, with a second by Alonzo Cantu to approve Resolution 2016-122 – Approval of sale of 8.606 acres located in lots 2 and 3, Block 6, Rio Bravo Plantation Subdivision, Hidalgo County, Texas, identified as surplus property of the Authority, to the McAllen Economic Development Corporation, a governmental entity. Motion carried unanimously.

4. CHAIRMAN’S REPORT

- A. None.

5. TABLED ITEMS

- A. None

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

Motion by Alonzo Cantu, with a second by Rick Perez, to enter into Executive Session to consult with the Board Attorney on legal issues pertaining to Workshop Items 1 and 3 and Item 6B under Section 551.071 of the Texas Government Code at 6:37 pm. Motion carried unanimously.

- A. Consultation with Board Attorney on legal issues pertaining to the Texas Department of Transportation State Infrastructure Bank Loan for the 365 Tollway Project (Section 551.071 T.G.C.).
No action taken.

- B. Consultation with Board Attorney on legal issues pertaining to Professional Service Agreements for Engineering, Surveying and Environmental Services (Section 551.071 T.G.C.).
No action taken.
- C. Consultation with Board Attorney on legal issues pertaining to the deliberation of real property for the 365 Tollway and International Bridge Trade Corridor Projects (Sections 551.071 and 551.072 T.G.C.).
No action taken.
- D. Consultation with Board Attorney on legal issues pertaining to the use of Eminent Domain to acquire property required to complete the project alignments of the 365 Tollway Project (Sections 551.071 and 551.072 T.G.C.).
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. Consultation with Board Attorney on legal issues pertaining to the deliberation and sale of real property described as 8.606 acres out of Lots 2 & 3, Block 6, Rio Bravo Plantation Subdivision (Sections 551.071 and 551.072 T.G.C.).
No action taken.
- G. Consultation with Board Attorney on legal issues pertaining to a financial agreement with the City of Pharr to construction the International Bridge Trade Corrido Project (T.G.C. 551.071).
No action taken.

ADJOURNMENT

There being no other business to come before the Board of Directors, the meeting was adjourned at 6:29 pm.

S. David Deanda, Jr, Chairman

Attest:

Ricardo Perez, Secretary/Treasurer

Item 2B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2B </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 11/04/16 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 11/15/16 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF PROJECT AND GENERAL EXPENSE REPORT FROM OCTOBER 11, 2016 THROUGH NOVEMBER 4, 2016**

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

Consideration and approval of project and general expense report for the period from October 11, 2016 to November 4, 2016.

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	\$ 76,668.40
VRF Bond Account	\$1,218,557.43
R.O.W Services	\$ 6,344.00
Total Project Expenses for Reporting Period	\$ 1,301,569.83
 Fund Balance after Expenses	 \$ 10,896,083

5. Staff Recommendation: **Motion to approve the project and general expense report for the period from October 11, 2016 to November 4, 2016 as presented.**

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

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

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

9. Chief Auditor's Recommendation: X Approved Disapproved None

10. Chief Financial Officer's Recommendation: X Approved Disapproved None

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

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



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: S. David Deanda Jr., Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: November 14, 2016
Re: **Expense Report for the Period from October 11, 2016 to November 4, 2016**

Attached is the expense report for the period commencing on October 11, 2016 and ending on November 4, 2016.

Expenses for the General Account total \$76,668.40, the VRF Bond Account total \$1,218,557.43, and for the ROW Services total \$6,344.00. The aggregate expense for the reporting period is \$1,301,569.83.

Based on review by this office, **approval of expenses for the reporting period is recommended in the aggregate amount of \$1,301,569.83.**

This leaves a fund balance (all funds) after expenses of \$10,896,083.

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



Plains Capital 41

	Make Check Payable to	Inv Date	Memo:	Date Work Performed	Amount
Wages & Benefits	52900-1000 City of Pharr	10/30/16	Inv. HC103016	10/14/16 & 10/28/16	\$ 65,601.01
Office Supplies	52900-1100 Office Depot	10/25/16	Inv. 874523751001, 875182313001 874523166001, 875182534001, 876274732002, 876274732001	10/25/16-11/03/2016	\$ 380.55
	52900-1662 Copy Zone	10/19/16	Inv. 7029776, 7029777	October 2016	\$ 696.27
Miscellaneous	52900-1731 Mobile Mini	11/02/16	PO 2016-48/Est. 167903	11/02/2016	\$ 824.92
Miscellaneous	52900-1731 Central Fence & Supply	11/02/16	PO 2016-49/Est. 37508	11/02/2016	\$ 640.00
Dues & Subscriptions	52900-1610 IBTTA	10/31/16	2017-A-NA-020	2017	\$ 2,200.00
Postage/Courier	52900-1611 A Fast Delivery	10/17/16	Inv. 2016003151, 2016003307	October 2016	\$ 122.50
Telephone	52900-1606 Verizon Wireless	10/27/16	Inv. 9772923105	October 2016	\$ 169.76
Travel & Training	52900-1660 Ramon Navarro	10/24/16	Travel -2016 Trans Short Course	10/10/16-10/12/2016	\$ 563.78
	52900-1660 Carlos Moreno, Jr.	11/02/16	Acquisition Meeting in Houston, TX	11/02/2016	\$ 34.00
Rental Contractual	52900-1715 City of Pharr	10/31/16	Rent Inv. HC110116	November 2016	\$ 1,969.60
Rental Other	52900-1715-2 McAllen Convention Center	10/25/16	MCC-37330809	10/21/2016	\$ 35.00
Advertising	52900-1640 Advance Publishing Company	10/19/2016	Inv. 6173 - RFP Insurance Broker 2016	October 2016	\$ 156.00
	52900-1715-1 Dahill	10/12/16	Inv. 31574641-5, 31577681-37	October 2016	\$ 1,129.81
Janitorial Services	52900-1605 ABC Janitorial & Floor Care, Inc.	10/20/16	Inv. 2010398	10/05/16 & 10/19/16	\$ 130.00
Professional Services	52900-1716 Pena Designs	10/31/16	Inv. 52	October 2016	\$ 200.00
	see attach. Credit Card Services	10/04/16	3735	10/04/16-11/03/2016	\$ 402.80
	see attach. Credit Card Services	10/04/16	0617	10/04/16-11/03/2016	\$ 229.20
	see attach. Credit Card Services	10/04/16	3768	10/04/16-11/03/2016	\$ 1,183.20
					\$ 76,668.40

Wilmington Trust 43

Construction Bond

	Requisition 2016-08 Proejcts	Inv Date	Memo:	Date Work Performed	Amount
Engineering Services	52900-8820-1 Raba Kistner	10/21/2016	Inv. R026577	08/31/16-10/20/2016	\$ 51,052.58
	52900-8820-1 L & G Engineering Services	11/2/2016	WA#3 Inv. No. 11326016	10/01/2016-10/31/2016	\$ 98,778.37
	52900-8820-1 S & B Infrastructure, LTD	11/2/2016	WA#2 Inv. No. 25	08/01/2016-10/31/2016	\$ 16,110.76
Environmental Services	52900-8810 Atkins	10/20/2016	Final Invoice - No. 1847249	8/ 1/ 2016-9/31/2016	\$ 55,161.53
Construction	52900-8830-4 Foremost Paving, Inc.	11/7/2016	Inv. 9	October 2016	\$ 735,306.70
	52900-8830-4 Tx Dot Construction Division	9/16/2016	Inv. CST00000874	8/31/2016	\$ 369.05
	52900-8830-4 Terracon	10/10/16	Inv. T829300	09/14/16-10/08/2016	\$ 1,728.99
Program Management	52900-8800 Dannenbaum	11/04/16	WA No. 1 Inv. 4652-01/60/XV	October 2016	\$ 188,277.40
Legal Fees	52900-8710 Law Office of Richard A. Cantu	11/04/16	Inv. 10325	October 2016	\$ 4,850.00
Acquisition Services	52900-8810-2 Sendero Acquisitions	10/31/16	Inv. 10312016SH365	October 2016	\$ 25,525.00
R.O.W. Services	52900-8810-3 SAMES	11/02/16	Inv. WA3 Inv. No. 2	October 2016	\$ 1,245.00
	52900-8810-3 SAMES	11/02/16	Inv. WA9 Inv. No. 1	October 2016	\$ 7,909.50
	52900-8810-3 Hidalgo County Irrigation District No. 2	10/01/16	Statement No. 120173444, 120173445	2017	\$ 719.52
	52900-8810-3 HLH Appraisal Services	11/02/16	Inv. 24	October 2016	\$ 950.00
	52900-8810-3 Quintanilla Headley & Associates	11/1/2016	WA#3 Inv. No. 9551	10/01/2016-10/31/2016	\$ 25,052.50
	52900-8810-3 Sierra Title of Hidalgo County	10/17/2016	Various Invoices -See Attached	October 2016	\$ 4,087.28
	52900-8820-3 Top Cut Lawn Care, Inc.	10/15/2016	Inv. 59426	October 2016	\$ 1,433.25
					\$ 1,218,557.43
R.O.W. Services	52900-8810-3 Sierra Title of Hidalgo	10/18/2016	Requisition 2016-38 ROW	365 Tollway	\$ 5,344.00
	52900-8810-3 Sierra Title of Hidalgo	11/3/2016	Requisition 2016-39 ROW	365 Tollway	\$ 1,000.00
	52900-8810-3				\$ 6,344.00

Sub Total - General	\$ 76,668.40
Sub Total - Projects	\$ 1,218,557.43
Sub Total - R.O.W.	\$ 6,344.00
Total	\$ 1,301,569.83

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

Recommend Approval: _____
Pilar Rodriguez, Executive Director

Approved _____
Ricardo Perez, Secretary/Treasurer

Date Approved 11/15/2016

Item 2C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2C </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 11/03/16 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 11/15/16 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF THE FINANCIAL REPORT FOR THE MONTH OF OCTOBER 2016.**

2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of financial report for the month of October 2016.

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

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

5. Staff Recommendation: **Motion to approve the Financial Report for the month of October 2016, as presented.**

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

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

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

9. Chief Auditor's Recommendation: Approved Disapproved X None

10. Chief Financial Officer's Recommendation: X Approved Disapproved None

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

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

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY
STATEMENT OF NET POSITION OCTOBER 31, 2016**

ASSETS

CURRENT ASSETS

Cash	\$ 197,105
Pool Investments	8,044,383
Promifes-Prepaid/Escrow Overweight Permit Fees	5,680
Accounts Receivable - VR Fees	458,030
Prepaid expense	2,080
	<hr/>
Total Current Assets	8,707,278

RESTRICTED ASSETS

Investments-debt service	2,208,581
Investments-bond construction	3,921,339
	<hr/>
Total Restricted Assets	6,129,920

CAPITAL ASSETS

Construction in progress	83,015,976
	<hr/>
Total Capital Assets	83,015,976

TOTAL ASSETS

\$ 97,853,174

LIABILITIES AND NET POSITION

CURRENT LIABILITIES

Accounts payable	\$ 173,106
Unearned Revenue - Overweight Permit Escrow	5,680
	<hr/>
Total Current Liabilities	178,786

RESTRICTED LIABILITIES

Accounts Payable	1,099,395
Current Portion of Long-Term Debt	1,105,000
Current Portion of Bond Premium	76,452
	<hr/>
Total Restricted Liabilities	2,280,847

LONG-TERM LIABILITIES

2013 VRF Bonds Payable	58,275,000
Bond Premium	2,064,192
	<hr/>
Total Long-Term Liabilities	60,339,192

Total Liabilities

62,798,825

NET POSITION

Investment in Capital Assets, Net of Related Debt	24,317,276
Debt Service	2,208,581
Unrestricted	8,528,492
	<hr/>
Total Net Position	35,054,349

TOTAL LIABILITIES AND NET POSITION

\$ 97,853,174

BALANCE SHEET

AS OF: OCTOBER 31ST, 2016

41 -HCRMA-GENERAL

ACCOUNT#	TITLE		
ASSETS			
=====			
41-1-1100	GENERAL OPERATING	197,104.82	
41-1-1102	POOL INVESTMENTS	8,044,382.54	
41-1-1113	ACCOUNTS RECIEVABLES-VR FEES	459,999.52	
41-1-1113-1	PROMILES-PREPAID/ESCROW OVERWE	5,680.00	
41-1-1118	CONSTRUCTION IN PROGRESS	83,015,975.71	
41-1-1601	PREPAID EXPENSE	2,080.00	
			91,725,222.59
TOTAL ASSETS			91,725,222.59
=====			
LIABILITIES			
=====			
41-2-1212	ACCOUNTS PAYABLE	173,106.35	
41-2-1213-1	UNEARNED REV.-OVERWEIGHT	5,680.00	
41-2-1213-9	CURRENT-UNAMORTIZED PREMIUM	76,451.51	
41-2-1214-1	BONDS PAYABLE-CURRENT	1,105,000.00	
41-2-1214-2	BONDS PAYABLE-LONG TERM PORTIO	58,275,000.00	
41-2-1214-3	UNAMORTIZED PREMIUM ON BOND	2,064,191.71	
TOTAL LIABILITIES			61,699,429.57
EQUITY			
=====			
41-3-1400	FUND BALANCE	28,650,191.72	
TOTAL BEGINNING EQUITY			28,650,191.72
TOTAL REVENUE		5,632,713.29	
TOTAL EXPENSES		4,257,111.99	
TOTAL REVENUE OVER/(UNDER) EXPENSES		1,375,601.30	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			30,025,793.02
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			91,725,222.59
=====			

42 -HCRMA-DEBT SERVICE

ACCOUNT#	TITLE		
<hr/>			
ASSETS			
=====			
42-1-4105	WILMINGTON-DEBT SERVICE	2,208,581.36	
			2,208,581.36
TOTAL ASSETS			2,208,581.36
			=====
LIABILITIES			
=====			
EQUITY			
=====			
42-3-4400	FUND BALANCE	92,215.91	
	TOTAL BEGINNING EQUITY	92,215.91	
TOTAL REVENUE		3,313,893.38	
TOTAL EXPENSES		1,197,527.93	
TOTAL REVENUE OVER/(UNDER) EXPENSES		2,116,365.45	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			2,208,581.36
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			2,208,581.36
			=====

BALANCE SHEET

AS OF: OCTOBER 31ST, 2016

43 -HCRMA-BOND CONSTRUCTION

ACCOUNT# TITLE

<u>ASSETS</u>			
=====			
43-1-8102	WILMINGTON-BOND CONSTRUCTION	3,921,338.59	
			3,921,338.59
	TOTAL ASSETS		3,921,338.59
			=====
<u>LIABILITIES</u>			
=====			
43-2-8212	ACCOUNTS PAYABLE	1,099,394.83	
	TOTAL LIABILITIES		1,099,394.83
<u>EQUITY</u>			
=====			
43-3-8400	FUND BALANCE	11,170,732.91	
	TOTAL BEGINNING EQUITY	11,170,732.91	
	TOTAL REVENUE	2,320,631.08	
	TOTAL EXPENSES	10,669,420.23	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(8,348,789.15)	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		2,821,943.76
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		3,921,338.59
			=====

C I T Y O F P H A R R
 REVENUE REPORT FOR PERIOD ENDING:
 OCTOBER 31ST, 2016

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 83.33

ACCOUNT NO#	TITLE	CURRENT MONTH REVENUES	YEAR TO DATE REVENUES	AMOUNT BUDGETED	BUDGET BALANCE	PERCENT USED
HCRMA						
4-1504	VEHICLE REGISTRATION FEES	460,000.00	5,294,331.67	5,600,000.00	305,668.33	94.54
4-1505-5	PROMILES-OW/OS PERMIT FEES	18,999.00	216,405.00	135,000.00	(81,405.00)	160.30
4-1506	INTEREST REVENUE	5,478.24	26,269.27	1,200.00	(25,069.27)	189.11_
	TOTAL HCRMA	484,477.24	5,537,005.94	5,736,200.00	199,194.06	96.53
48-INTERFUND TRANSFERS						
4-4800	TRANSFER IN - BOND CONSTRUCTIO	0.00	95,707.35	386,280.00	290,572.65	24.78_
	TOTAL 48-INTERFUND TRANSFERS	0.00	95,707.35	386,280.00	290,572.65	24.78
	** TOTAL FUND REVENUES **	484,477.24	5,632,713.29	6,122,480.00	489,766.71	92.00

CITY OF PHARR
 REVENUE REPORT FOR PERIOD ENDING:
 OCTOBER 31ST, 2016

FUND: 42 -HCRMA-DEBT SERVICE

% OF YEAR COMPLETED: 83.33

ACCOUNT NO#	TITLE	CURRENT MONTH REVENUES	YEAR TO DATE REVENUES	AMOUNT BUDGETED	BUDGET BALANCE	PERCENT USED
HCRMA						
4-1506	INTEREST INCOME	42.65	126.90	0.00	(126.90)	0.00
	TOTAL HCRMA	42.65	126.90	0.00	(126.90)	0.00
HCRMA-FUND 42						
4-1999	TRANSFERS IN-FROM GENERAL FUND	331,176.66	3,313,766.48	3,974,263.00	660,496.52	83.38
	TOTAL HCRMA-FUND 42	331,176.66	3,313,766.48	3,974,263.00	660,496.52	83.38
	** TOTAL FUND REVENUES **	331,219.31	3,313,893.38	3,974,263.00	660,369.62	83.38

C I T Y O F P H A R R
 REVENUE REPORT FOR PERIOD ENDING:
 OCTOBER 31ST, 2016

FUND: 43 -HCRMA-BOND CONSTRUCTION

% OF YEAR COMPLETED: 83.33

ACCOUNT NO#	TITLE	CURRENT MONTH REVENUES	YEAR TO DATE REVENUES	AMOUNT BUDGETED	BUDGET BALANCE	PERCENT USED
47-GRANTS						
4-4700	STATE GRANT	348,728.30	2,177,363.08	0.00	(2,177,363.08)	0.00
4-4710	CITY CONTRIBUTION	0.00	80,000.00	0.00	(80,000.00)	0.00
	TOTAL 47-GRANTS	348,728.30	2,257,363.08	0.00	(2,257,363.08)	0.00
48-INTERFUND TRANSFERS						
83-HCRMA BOND CONSTRUCT						
85-HCRMA BOND CONSTRUCT						
4-8560	INTEREST INCOME	1,541.15	5,463.49	0.00	(5,463.49)	0.00
4-8560-1	INTEREST INCOME-TEX STAR	0.00	17,804.51	0.00	(17,804.51)	0.00
	TOTAL 85-HCRMA BOND CONSTRUCT	1,541.15	23,268.00	0.00	(23,268.00)	0.00
89-HCRMA BOND CONSTRUCT						
4-8999	TRANSFER IN- GENERAL FUND	0.00	40,000.00	0.00	(40,000.00)	0.00
	TOTAL 89-HCRMA BOND CONSTRUCT	0.00	40,000.00	0.00	(40,000.00)	0.00
** TOTAL FUND REVENUES **		350,269.45	2,320,631.08	0.00	(2,320,631.08)	0.00

CITY OF PHARR
 EXPENSE REPORT FOR PERIOD ENDING:
 OCTOBER 31ST, 2016

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 83.33

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
HRMA							
=====							
GENERAL							

10-							
52900-1000	WAGES & BENEFITS	65,601.01	695,431.46	0.00	1,001,056.00	305,624.54	69.47
52900-1030	TEMPORARY EMPLOYEES	0.00	0.00	0.00	5,000.00	5,000.00	0.00
TOTAL 10-		65,601.01	695,431.46	0.00	1,006,056.00	310,624.54	69.12
11-PERSONNEL SERVICES							
52900-1100	OFFICE SUPPLIES	330.93	11,245.92	0.00	16,000.00	4,754.08	70.29
TOTAL 11-PERSONNEL SERVICES		330.93	11,245.92	0.00	16,000.00	4,754.08	70.29
12-							
52900-1200	REPAIRS & MAINTENANCE	0.00	0.00	0.00	2,000.00	2,000.00	0.00
TOTAL 12-		0.00	0.00	0.00	2,000.00	2,000.00	0.00
16-							
52900-1605	JANITORIAL	130.00	260.00	0.00	0.00	(260.00)	0.00
52900-1606	UTILITIES	169.76	2,038.90	0.00	2,000.00	(38.90)	101.95
52900-1607	CONTRACTUAL ADM/IT SERVICES	0.00	13,850.00	0.00	20,000.00	6,150.00	69.25
52900-1610	DUES & SUBSCRIPTIONS	0.00	26,158.00	0.00	28,000.00	1,842.00	93.42
52900-1611	POSTAGE/FEDEX/COURTIER	167.42	2,061.61	0.00	3,500.00	1,438.39	58.90
52900-1620	GENERAL LIABILITY	0.00	319.48	0.00	0.00	(319.48)	0.00
52900-1621	INSURANCE-E&O	0.00	0.00	0.00	800.00	800.00	0.00
52900-1622	INSURANCE-SURETY	0.00	0.00	0.00	800.00	800.00	0.00
52900-1623	INSURANCE-LETTER OF CREDIT	500.00	500.00	0.00	5,000.00	4,500.00	10.00
52900-1640	ADVERTISING	460.94	3,127.00	0.00	15,000.00	11,873.00	20.85
52900-1650	TRAINING	400.00	6,132.50	0.00	10,000.00	3,867.50	61.33
52900-1660	TRAVEL	869.55	19,871.14	0.00	30,000.00	10,128.86	66.24
52900-1662	PRINTING & PUBLICATIONS	781.81	6,662.12	0.00	15,000.00	8,337.88	44.41
TOTAL 16-		3,479.48	80,980.75	0.00	130,100.00	49,119.25	62.25

CITY OF PHARR
 EXPENSE REPORT FOR PERIOD ENDING:
 OCTOBER 31ST, 2016

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 83.33

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
17-							
52900-1705	ACCOUNTING FEES	0.00	26,112.50	0.00	45,000.00	18,887.50	58.03
52900-1710	LEGAL FEES	1,764.12	36,678.80	0.00	25,000.00	(11,678.80)	146.72
52900-1715	RENT-OFFICE	1,969.60	20,025.40	0.00	30,000.00	9,974.60	66.75
52900-1715-1	RENT-OFFICE EQUIPMENT	1,129.81	13,587.92	0.00	10,900.00	(2,687.92)	124.66
52900-1715-2	RENT-OTHER	295.00	295.00	0.00	5,000.00	4,705.00	5.90
52900-1716	CONTRACTUAL WEBSITE SERVICES	200.00	1,800.00	0.00	2,400.00	600.00	75.00
52900-1731	MISCELLANEOUS	0.00	89.81	0.00	1,000.00	910.19	8.98
52900-1732	PENALTIES & INTEREST	0.00	1,523.62	0.00	1,000.00	(523.62)	152.36
TOTAL 17-		5,358.53	100,113.05	0.00	120,300.00	20,186.95	83.22
18-							
52900-1850	CAPITAL OUTLAY	0.00	0.00	0.00	50,000.00	50,000.00	0.00
52900-1899	NON-CAPITAL	2,150.00	15,574.33	0.00	0.00	(15,574.33)	0.00
TOTAL 18-		2,150.00	15,574.33	0.00	50,000.00	34,425.67	31.15
19-							
52900-1999-2	TRANSFER OUT TO BOND CONSTRUCT	0.00	40,000.00	0.00	0.00	(40,000.00)	0.00
52900-1999-3	TRANSFER OUT TO DEBT	331,176.66	3,313,766.48	0.00	3,974,263.00	660,496.52	83.38
TOTAL 19-		331,176.66	3,353,766.48	0.00	3,974,263.00	620,496.52	84.39
TOTAL GENERAL		408,096.61	4,257,111.99	0.00	5,298,719.00	1,041,607.01	80.34
TOTAL HRMA		408,096.61	4,257,111.99	0.00	5,298,719.00	1,041,607.01	80.34
** TOTAL FUND EXPENSES **		408,096.61	4,257,111.99	0.00	5,298,719.00	1,041,607.01	80.34

CITY OF PHARR
 EXPENSE REPORT FOR PERIOD ENDING:
 OCTOBER 31ST, 2016

FUND: 42 -HCRMA-DEBT SERVICE

% OF YEAR COMPLETED: 83.33

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
HRMA-DEBT SERVICE =====							
GENERAL -----							
46-							
47-							
52900-4703-1	INTEREST EXPENSE-VRF 13 BOND	0.00	1,195,527.93	0.00	0.00	(1,195,527.93)	0.00
52900-4727	FEES	0.00	2,000.00	0.00	0.00	(2,000.00)	0.00
	TOTAL 47-	0.00	1,197,527.93	0.00	0.00	(1,197,527.93)	0.00
49-							
	TOTAL GENERAL	0.00	1,197,527.93	0.00	0.00	(1,197,527.93)	0.00
	TOTAL HRMA-DEBT SERVICE	0.00	1,197,527.93	0.00	0.00	(1,197,527.93)	0.00
	** TOTAL FUND EXPENSES **	0.00	1,197,527.93	0.00	0.00	(1,197,527.93)	0.00

CITY OF PHARR
 EXPENSE REPORT FOR PERIOD ENDING:
 OCTOBER 31ST, 2016

FUND: 43 -HCRMA-BOND CONSTRUCTION

% OF YEAR COMPLETED: 83.33

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
HRMA-BOND CONSTRUCTION =====							
GENERAL -----							
86-							
87-							
52900-8710	LEGAL & PROFESSIONAL	15,525.43	194,874.22	0.00	0.00	(194,874.22)	0.00
52900-8750	CONSTRUCTION SOFTWARE	0.00	48,151.10	0.00	0.00	(48,151.10)	0.00
TOTAL 87-		15,525.43	243,025.32	0.00	0.00	(243,025.32)	0.00
88-CAPITAL EXPENDITURES							
52900-8800	CONSULTING & ENGINEERING	165,784.90	1,891,192.10	0.00	0.00	(1,891,192.10)	0.00
52900-8810	SH 365 - ENVIROMENTAL	0.00	134,553.14	0.00	0.00	(134,553.14)	0.00
52900-8810-1	SH 365 - DESIGN	239,715.13	834,792.04	0.00	0.00	(834,792.04)	0.00
52900-8810-2	SH 365 - ACQUISITION	35,045.00	449,363.83	0.00	0.00	(449,363.83)	0.00
52900-8810-3	SH365-ROW	21,711.83	4,078,794.60	0.00	0.00	(4,078,794.60)	0.00
52900-8820-1	IBTC - DESIGN	0.00	410,236.20	0.00	0.00	(410,236.20)	0.00
52900-8820-2	IBCT - ACQUISITION	0.00	48,420.00	0.00	0.00	(48,420.00)	0.00
52900-8820-3	IBTC - ROW	4,717.26	(2,352,887.26)	0.00	0.00	2,352,887.26	0.00
52900-8830	US 281/BSIF-ENVIRO	0.00	1,097.67	0.00	0.00	(1,097.67)	0.00
52900-8830-3	US 281/BSIF - ROW	0.00	32,420.00	0.00	0.00	(32,420.00)	0.00
52900-8830-4	US 281/BSIF - CONSTRUCTION	631,487.89	4,802,705.24	0.00	0.00	(4,802,705.24)	0.00
TOTAL 88-CAPITAL EXPENDITURES		1,098,462.01	10,330,687.56	0.00	0.00	(10,330,687.56)	0.00
89-							
52900-8999-2	TRANSFERS OUT GENERAL FUND	0.00	95,707.35	0.00	386,280.00	290,572.65	24.78
TOTAL 89-		0.00	95,707.35	0.00	386,280.00	290,572.65	24.78
TOTAL GENERAL		1,113,987.44	10,669,420.23	0.00	386,280.00	(10,283,140.23)	762.09
TOTAL HRMA-BOND CONSTRUCTION		1,113,987.44	10,669,420.23	0.00	386,280.00	(10,283,140.23)	762.09
** TOTAL FUND EXPENSES **		1,113,987.44	10,669,420.23	0.00	386,280.00	(10,283,140.23)	762.09

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Item 2D

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2D </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 11/7/16 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 11/15/16 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2016-125 – APPROVAL OF WORK AUTHORIZATION NUMBER 11 TO THE PROFESSIONAL SERVICE AGREEMENT WITH SAMES ENGINEERING TO PROVIDE SURVEYS FOR PARCELS 21, 22, 22C LATERAL D and PAWLIK TRACT AS PART OF THE 365 TOLLWAY.**

2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and Approval of Work Authorization Number 11 For Parcel Surveys.

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

4. Budgeted: X Yes No N/A

5. Staff Recommendation: **Motion To Approve Resolution 2016- 125 – Work Authorization Number 11 To The Professional Service Agreement With Sames Engineering To Provide Surveys For Parcels 21, 22, 22C Lateral D And Pawlik Tract As Part Of The 365 Tollway.**

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

7. Planning Committee’s Recommendation: Approved Disapproved X None

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

9. Chief Auditor’s Recommendation: Approved Disapproved X None

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

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



Project: 365 Tollway

- CMT Services
- Environmental _____
- Engineering _____
- Geo-Technical _____
- Surveying **SAMES** _____

WORK AUTHORIZATION SUMMARY

RESOLUTION 2016-125 _

Work Authorization # 11 Supplemental # _____

Amount \$ 12,030.00

Approved Amendments:

Resolution No.	Description	Amount
2016-24	WA 1 Revised survey services for 365	\$ 2,935.00
2016-44	WA 2 Revised parcels for 365	\$ 13,567.50
2016-58	WA 3 Revise parcels for 365	\$ 13,085.00
2016-73	WA 4 Revise parcels - approved amount \$5085	\$ 4,060.00
2016-81	WA 5 Revise parcels	\$ 22,325.00
	Subtotal from Cont. Page	\$ 38,990.00
	Total Approved WA	\$ 94,962.50
Proposed Work Authorization and/or Supplemental		
2016-125	Provide Parcel Sketches	\$ 12,030.00

Goal and Options:

Sames is to provide parcel sketches for parcel 21, 22, 22C Lateral D on 365 Tollway Project.

Staff is recommending approval of this request in the amount of \$ 12,030.00
Proposed total approved WA and/or Supplementals \$ 106,992.50

Carlos Moreno, Land Acquisitor

 Requested By:

Work Authorizations Cont...

Resolution No. 2016-113

Resolution No.	Description	Amount
2016-98	WA 6 Revise parcels	\$ 4,080.00
2016-105	WA 7 Right of Way Staking	\$ 5,650.00
2016-112	WA 8 Revise parcel	\$ 1,625.00
2016-113	WA 9 Constuction Monuments	\$ 26,365.00
2016-123	WA 10 Parcel Sketches	\$ 1,270.00

Subtotal \$ 38,990.00

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2016-125

**APPROVAL OF WORK AUTHORIZATION 11 TO THE
PROFESSIONAL SERVICE AGREEMENT WITH SAMES
ENGINEERING TO PROVIDE SURVEYS FOR PARCELS
21, 22, 22C LATERAL D AND PAWLIK TRACT AS PART
OF THE 365 TOLLWAY PROJECT.**

THIS RESOLUTION is adopted this 15th day of November 2016 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, creating 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, on February 22, 2012 the Authority approved Resolution 2012-04 authorizing the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on October 16, 2013 the Authority approved Resolution 2013-41 authorizing 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 Bridge Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, on November 20, 2014, the Authority approved Resolution 2013- 53 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms (Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services) to establish a surveying pool for the project; and

WHEREAS, on June 18, 2014, the Authority approved Resolution 2014-53 awarding professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, on February 23, 2016, the Authority approved Resolution 2016- 24 Work Authorization 1 to the Professional Service Agreement with SAMES, Inc. to provide revised survey for the SH 365 Segment 1 & 2 Parcel 16 in the amount of \$2,935.00; and

WHEREAS, on March 22, 2016, the Authority approved Resolution 2016-44 Work Authorization 2 to the Professional Service Agreement with SAMES, Inc. to provide revised parcels 13P1, 13P2, 22, 26, 31, 39 and Salinas parcel for State Highway 365 Project in the amount of \$13,567.50 for a revised amount of \$16,502.50 for Work Authorizations 1 and 2. The maximum payable amount remains at \$25,000; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-58 Work Authorization 3 to the professional service agreement with SAMES Engineering to provide modifications to Parcel(s) 5 Part 5-AQ and 5 Part 5-R; 7 and 15 for State Highway 365 in the amount of \$13,085.00; and

WHEREAS, on May 26, 2016, the Authority approved Resolution 2016-79 Work Authorization 4 to the professional service agreement with SAMES Engineering to provide Parcels 5B, 36B and 80 for State Highway 365 in the amount of \$5,085.00 whereas only \$4,060.00 were expended; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-81 Work Authorization 5 to the professional service agreement with SAMES Engineering to provide parcels 107- A , 13P2, 102, 20, 108, 110, 111, 112 and 113 for the 365 Tollway Project in the amount of \$22,325.00; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-82 Contract Amendment 2 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 4 & 5 in the amount of \$26,385.00 for a revised increase of a maximum payable amount of \$55,972.50;

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-97 Work Authorization 3 Supplemental 1 to the professional service agreement with SAMES Engineering for a no-cost time extension for parcel revision to the 365 Tollway Project; and

WHEREAS, on July 26, 2016 the Authority approved Work Authorization 6 to the professional service agreement with SAMES Engineering to provide parcels 7, 7B, and 9P2 for Segment 2 of the 365 Tollway Project in the amount of \$4,080.00; and

WHEREAS, on August 23, 2016 the Authority approved Work Authorization 7 to the professional service agreement with SAMES Engineering to provide right of way staking for Veterans Road and Hi-Line Road for utility relocations in the amount of \$5,650.00; and

WHEREAS, on September 27, 2016 the Authority approved Work Authorization 8 to the professional service agreement with SAMES Engineering to provide revisions to parcel 49 P1 in the amount of \$1,625.00; and

WHEREAS, on September 27, 2016 the Authority approved Work Authorization 9 to the professional service agreement with SAMES Engineering to provide construction monuments for 365 Tollway Project in the amount of \$26,365.00: and

WHEREAS, the Authority finds it necessary to approve Work Authorization 10 to the professional service agreement with SAMES Engineering to provide parcel sketches for corner clips at Steward Road & US 281/ Military Highway as part of the Overpass/ BSIF Connector for 365 Tollway Project in the amount of \$1,270.00.

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 Work Authorization 10 to the professional service agreement with SAMES Engineering to the 365 Tollway Project in the amount of \$1,270.00 hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Work Authorization 10 to the Professional Services Agreement for Surveying Services with Same Engineering 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 25th day of October 2016, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ricardo Perez, Secretary/Treasurer

Exhibit A

Work Authorization # 10
to
Professional Service Agreement
with
Sames Engineering
for
Surveying Services
for the
365 Tollway
Project

◆ Contract ◆

**Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)**

**SURVEYING SERVICES IBTC
Interchange with SH 365 to I-2 and
from the ValleyView Interchange to
FM 493**

Work Authorization No. 11

November 15, 2016

SAMES, Inc.

ATTACHMENT D-1

**WORK AUTHORIZATION NO. 11
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 Surveying Services” (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and SAMEs, Inc. (the Surveyor).

PART I. The Surveyor will perform surveying 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 Surveyor 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 a total of \$12,030.00 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 Surveyor’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 Surveyor 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, 2016, 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 Surveying Services for International Bridge Trade Corridor (IBTC) Segment 0010 project from the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493.

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

THE SURVEYOR

THE AUTHORITY

(Signature)
Samuel Maldonado, P.E., RPLS
(Printed Name)
Principal

(Title)

(Date)

(Signature)
Pilar Rodriguez, P.E.
(Printed Name)
Executive Director

(Title)

(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

Project Map.

ROW Map – ROW widths, other land, ownership, survey information.

Ownership information of adjacent tracts.

Intersecting ROW information, documentation, construction plans of existing utilities if available.

Construction plans of existing facilities if available.

Intended use of the survey and required form of deliverables, files required, etc.

Accuracy required and method of display.

Horizontal and vertical datum upon where the survey should be based (if varies from TxDOT).

Research on subject tracts/parcel ownership aerial photographs.

Title Reports for Parent \ Ownership Tracts within Project

Boundary survey, (data files) of Original Survey Lines Subdivision, and Parent Tracts within Project. Includes found monumentation.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

7.0 Right of Way Mapping and Parcel Tract Platting

Preparation of maps, plats, legal descriptions and all documents for the Final ROW Acquisition and monumenting of final Right of Way and Parcels.

Definitions and Concepts for use in this context and derived from the TxDOT and HCRMA Survey Manuals.

Parent Tracts are defined by contiguous ownership, i.e.:

... any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership.

... any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership and not divided by a public way, separate ownership or platted as a subdivision.

... any tract of land comprised of contiguous lots in a platted subdivision under a single ownership.

Parcels are defined and created by ownership and unity of use and are the actual real properties, or tracts, to be acquired by the HCRMA, whether through purchase, donation, or exchange.

... If a Parent Tract of contiguous properties has a unity of use, then two or more properties may be combined into one parcel.

... If a Parent Tract of contiguous properties does not have unity of use, then each property is a separate parcel.

... If a Parent Tract has different and discrete land use areas, then each land use area must be partitioned into separate parcels with a unique number. A Parcel, therefore, does not necessarily have a one-to-one correspondence to the property lines of the parent tract.

... if a Parent Tract is divided or severed by public ways or by separate ownership and does NOT have common underlying ownership then each property must be partitioned into separate parcels with a unique number.

... if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership but does NOT have unity of use then each property must be partitioned into separate parcels with a unique number.

... if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership and DOES have unity of use then each property may be partitioned into ONE Parcel and sub-partitioned into separate PARTS.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

Limits for this service:

Parcel 20, modifications to parcels 21 and 22C, and new parcels OD1 and Lateral-D as indicated by property research

7.1 Coordination, Admin., Research and Abstracting Tasks.

<i>To be provided by:</i>			
<u>HCRMA</u>	<u>Sames, Inc.</u>	7.1.1	Contact and Coordinate with HCRMA for... <ul style="list-style-type: none"> • FINAL and APPROVED ROW FOOTPRINT prepared by HCRMA Design Engineers. (See Attachment C.4 – Detailed Scope of Services for Boundary Survey). • Any other information or data completed on the project to this point, i.e., final approved schematic, Planimetric Map of Project in MicroStation compatible format, Horizontal and Vertical projection, grid system and datum upon where the survey should be based and all other data the HCRMA has on hand.
<u>HCRMA</u>	<u>Sames, Inc.</u>	7.1.2	Deliver “Abstracts of Title” or “Title Reports” of Parent Tracts prepared by Title Co.
<u>HCRMA</u>	<u>Sames, Inc.</u>	7.1.3	Deliver HCRMA survey monument caps (if applicable)
<u>HCRMA</u>	<u>Sames, Inc.</u>	7.1.4	Review of the HCRMA Survey Manuel and Right of Way requirements and discuss... <ul style="list-style-type: none"> • Parcel creation and numbering Requirements. The methodology of numbering ROW parcels must be correct and consistent to avoid problems in the appraisal process or with record maintenance through the ROW information system. Communicate regularly with the HCRMA for uniformity of Parcel creation methodology. • ROW MAP Requirements. • Parcel Plats and Parcel Descriptions Requirements.

7.2 Field Work Tasks.

<i>To be provided by:</i>			
<u>Sames, Inc.</u>	7.2.1	Monument the final project ROW lines... <ul style="list-style-type: none"> • Set a 5/8” diameter x 24” long rebar, capped with an “HCRMA ROW” aluminum disk along the ROW lines at all corners, angle points, and points of curvature and tangency. 	
<u>Sames, Inc.</u>	7.2.2	Monument Parcel corners... <ul style="list-style-type: none"> • Set 5/8” diameter x 18” long rebar, capped with an “HCRMA ROW” aluminum disk along ROW lines • Set 1/2” diameter x 18” long rebar, capped with an appropriate cap bearing identification of the sub consultant Surveyor on interior corners (corners inside the taking) 	
<u>Sames, Inc.</u>	7.2.3	Verify that all planimetric features of existing topo and planimetrics within the staked parcel are current. <ul style="list-style-type: none"> • Exercise special care in observing both structure and aerial encroachments such as overhead electric and telephone lines with cross-arms. 	

7.3 Office Work / Delivery Preparation Tasks

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

<i>To be provided by:</i>				
	<u>Sames, Inc.</u>	7.3.1	Analyze, define and create final Parcels and Parcel numbering plan. <ul style="list-style-type: none"> • See Parcel creation definition above. 	
	<u>Sames, Inc.</u>	7.3.2	Update existing Planimetric map with any new or missing features or encroachments.	
	<u>Sames, Inc.</u>	7.3.3	Prepare and Create ROW MAP including... <ul style="list-style-type: none"> • Title Sheet • Parcel Index Sheet • Control Sheet <ul style="list-style-type: none"> ○ (BMs set as per Attachment C.8 – Detailed scope of Service for Construction Staking will be the control on this sheet) • Plan Sheets 	
	<u>Sames, Inc.</u>	7.3.4	Prepare and create PARCEL PLATS and DESCRIPTIONS Prepare survey plats and metes and bounds descriptions as per HCRMA requirements for each Acquisition Parcel.	

**EXHIBIT C
WORK SCHEDULE**

EXHIBIT D
FEE SCHEDULE BUDGET

Prime: SAMES, Inc.
 Survey Services for the HCRMA
 Work Authorization No. 11
 Schedule Duration: 11/02/16 - 12/31/16

EXHIBIT D - Fee Schedule
 Fee Schedule/Budget for
 Hidalgo County Regional Mobility Authority (HCRMA)
 Work Authorization No. 11
 IBTC Surveying Services

LIMITS: From the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493 (As-Assigned by the HCRMA)

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	3-Person Survey Crew	4-Person Survey Crew	Total Labor Hrs.	Remarks	Task Cost
PARCEL PREPARATION:														
Parcel 22C Modifications:														
Coordination, Admin, Research and Abstracting			1	2		1	1					5		\$ 370.00
Field Work									4			4		\$ 520.00
Office Work / Delivery Preparation		1	1	2		1						5		\$ 455.00
Parcel 21 Modifications:														
Coordination, Admin, Research and Abstracting			1	4		1	8					14		\$ 975.00
Field Work									8			8		\$ 1,040.00
Office Work / Delivery Preparation		1	3	8		1						13		\$ 1,115.00
Parcel OD1 Modifications:														
Coordination, Admin, Research and Abstracting			1	2		1	9					13		\$ 890.00
Field Work									12			12		\$ 1,560.00
Office Work / Delivery Preparation		4	4	10		3						21		\$ 1,920.00
Parcel 20 Modifications:														
Coordination, Admin, Research and Abstracting			1	2		1	6					10		\$ 695.00
Field Work									6			6		\$ 780.00
Office Work / Delivery Preparation		1	1	4		1						7		\$ 605.00
Parcel Lat-D Modifications:														
Coordination, Admin, Research and Abstracting			1	2		1	3					7		\$ 500.00
Field Work												0		\$ -
Office Work / Delivery Preparation		1	1	4		1						7		\$ 605.00
Subtotal	0	8	15	40	0	12	27	0	30	0	0	132		\$ 12,030.00
Total Manhours by Classification	0	8	15	40	0	12	27	0	30	0	0	132		
Contract Hourly Rate by Classification	\$ 200.00	\$ 150.00	\$ 105.00	\$ 75.00	\$ 65.00	\$ 50.00	\$ 65.00	\$ 80.00	\$ 130.00	\$ 168.00	\$ 198.00			
Total Fee by Classification	\$ -	\$ 1,200.00	\$ 1,575.00	\$ 3,000.00	\$ -	\$ 600.00	\$ 1,755.00	\$ -	\$ 3,900.00			\$ 12,030.00		
% Utilization by Over 6 months	0.00%	0.77%	1.45%	3.85%	0.00%	1.16%	2.60%	0.00%	2.89%					
% of Total Labor Hours	0.00%	6.06%	11.36%	30.30%	0.00%	9.09%	20.45%	0.00%	22.73%			100.00%	CHECK (MHRs):	132
% of Total Labor Cost	0.00%	9.98%	13.09%	24.94%	0.00%	4.99%	14.59%	0.00%	32.42%			100.00%	CHECK (LABOR):	\$ 12,030.00
TOTAL DIRECT LABOR COST														\$ 12,030.00
DIRECT EXPENSES	Rate	Unit	Amount	Total										
Mileage	\$ 0.56	Mile	0	\$ -										\$ -
Photocopies	\$ 0.10	Sheet	0	\$ -										\$ -
Blue/Blackline Prints	\$ 2.00	Sheet	0	\$ -										\$ -
Deed/Copies	\$ 1.00	Sheet	0	\$ -										\$ -
Certified Deed Copies	\$ 2.00	Sheet	0	\$ -										\$ -
Mylar (11x17)	\$ 3.00	Sheet	0	\$ -										\$ -
Mylar (22x34)	\$ 6.00	Sheet	0	\$ -										\$ -
TOTAL DIRECT EXPENSES				\$ -										\$ -
SPECIAL SERVICES FEE (SUBCONSULTANTS)														DBE Participation
														0.00%
Name	Task(s) Summary													
TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)														\$ -
GRAND TOTAL														\$ 12,030.00

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: 0.0% Prime Provider SAMES, Inc.

Work Authorization (WA)#: 11 WA Amount: \$12,030.00 Date: _____

Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____

Revised WA Amount: _____

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
Survey	\$12,030.00
FC	\$0
Total Commitment Amount <i>(Including all additional pages.)</i>	\$0

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: SAMES, Inc. Address: 200 S. Cage Blvd., Ste. A Pharr, TX 78577 VID Number: 12629412888 PH: (956) 780-7880; FX: (956) 780 -8883 Email: sam@samengineering-surveying.com	Name: <u>Samuel Maldonado</u> <i>(Please Print)</i> Title: <u>Principal</u> <hr/> Signature Date
DBE/HUB Sub Provider Subprovider Name: VID Number: Address: PH: (XXX) XXX-XXXX; FX: (XXX) XXX-XXXX Email:	Name: _____ <i>(Please Print)</i> Title: _____ <hr/> Signature Date
DBE/HUB Sub Provider Subprovider Name: VID Number: Address: PH: FX: Email:	Name: _____ <i>(Please Print)</i> Title: _____ <hr/> Signature Date

Item 2E

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2E </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 11/7/16 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 11/15/16 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2016-126 – APPROVAL OF CONTRACT AMENDMENT NUMBER 7 TO THE PROFESSIONAL SERVICE AGREEMENT WITH SAMES ENGINEERING TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 11.**

2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and Approval of Contract Amendment Number 7 For Parcel Sketches.

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

4. Budgeted: X Yes No N/A

5. Staff Recommendation: **Motion To Approve Resolution 2016- 126 – Contract Amendment Number 7 To The Professional Service Agreement With Sames Engineering To Increase The Maximum Payable Amount For Work Authorization Number 11.**

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

7. Planning Committee’s Recommendation: Approved Disapproved X None

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

9. Chief Auditor’s Recommendation: Approved Disapproved X None

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

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



Project: 365 Tollway

- CMT Services
- Environmental _____
- Engineering _____
- Geo-Technical _____
- Surveying **SAMES** _____

CONTRACT AMENDMENT SUMMARY

RESOLUTION 2016-126

Original Contract Amount **\$ 25,000**

Amendment # 7

Amount **\$ 12,030.00**

Approved Amendments:

Resolution No.	Description	Amount
2015-24	Original contract amount	\$ 25,000.00
2016-59	Amendment 1 - WA 3	\$ 4,587.50
2016-82	Amendment 2 - WA4 and WA5	\$ 26,385.00
2016-99	Amendment 3 - WA 7	\$ 4,080.00
2016-106	Amendment 4	\$ 5,650.00
	Subtotal from Cont. Page	\$ 29,260.00
	Contract Amount	\$ 94,962.50
Proposed Amendment		
2016-126	To Increase The Maximum Payable Amount	\$ 12,030.00

Goal and Options:

To Increase The Maximum Payable Amount For Work Authorization Number 11.

Staff is recommending approval of this request in the amount of \$ 12,030.00 for a Revised Maximum Payable Amount of \$ 106,992.50

Carlos Moreno, Land Ac
Requested by:

Approved Amendments Cont...

Resolution No. 2016-126

Resolution No.	Description	Amount
2016-114	Amendment #5	\$ 27,990.00
2016-124	Amendment # 6	\$ 1,270.00

Subtotal \$ 29,260.00

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2016-126

**APPROVAL OF CONTRACT AMENDMENT 7 TO THE
PROFESSIONAL SERVICE AGREEMENT WITH
SAMES ENGINEERING TO INCREASE THE MAXIMUM
PAYABLE AMOUNT FOR WORK AUTHORIZATION
NUMBER 11 AS PART OF THE 365 TOLLWAY
PROJECT.**

THIS RESOLUTION is adopted this 15th day of November 2016 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, creating 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, on February 22, 2012 the Authority approved Resolution 2012-04 authorizing the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on October 16, 2013 the Authority approved Resolution 2013-41 authorizing 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 Bridge Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, on November 20, 2014, the Authority approved Resolution 2013- 53 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms (Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services) to establish a surveying pool for the project; and

WHEREAS, on June 18, 2014, the Authority approved Resolution 2014-53 awarding professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, on February 23, 2016, the Authority approved Resolution 2016- 24 Work Authorization 1 to the Professional Service Agreement with SAMES, Inc. to provide revised survey for the SH 365 Segment 1 & 2 Parcel 16 in the amount of \$2,935.00; and

WHEREAS, on March 22, 2016, the Authority approved Resolution 2016-44 Work Authorization 2 to the Professional Service Agreement with SAMES, Inc. to provide revised parcels 13P1, 13P2, 22, 26, 31, 39 and Salinas parcel for State Highway 365 Project in the amount of \$13,567.50 for a revised amount of \$16,502.50 for Work Authorizations 1 and 2. The maximum payable amount remains at \$25,000; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-58 for Work Authorization 3 to the professional service agreement with SAMES Engineering to provide modifications to Parcel(s) 5 Part 5-AQ and 5- Part 5-R; 7 and 15 for State Highway 365 in the amount of \$13,085.00; and

WHEREAS, on May 26, 2016, the Authority approved Resolution 2016-79 Work Authorization 4 to the professional service agreement with SAMES Engineering to provide Parcels 5B, 36B and 80 for State Highway 365 in the amount of \$5,085.00 whereas only \$4,060.00 were expended; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-81 Work Authorization 5 to the professional service agreement with SAMES Engineering to provide parcels 107- A , 13P2, 102, 20, 108, 110, 111, 112 and 113 for the 365 Tollway Project in the amount of \$22,325.00; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-82 Contract Amendment 2 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 4 & 5 in the amount of \$26,385.00 for a revised increase of a maximum payable amount of \$55,972.50;

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-97 for Work Authorization 3 Supplemental 1 to the professional service agreement with SAMES Engineering for a no-cost time extension for parcel revision to the 365 Tollway Project; and

WHEREAS, on July 26, 2016 the Authority approved Resolution 2016-98 for Work Authorization 6 to the professional service agreement with SAMES Engineering to provide parcels 7, 7B, and 9P2 for Segment 2 of the 365 Tollway Project in the amount of \$4,080.00; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-99 for Contract Amendment 3 to the professional service agreement with SAMES Engineering for Work Authorization 6 in the amount of \$4,080.00 for a revised increase of a maximum payable amount of \$60,052.50; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-105 for Work Authorization 7 to the professional service agreement with SAMES Engineering to provide right of way staking for Veterans Road and Hi-Line Road for utility relocations in the amount of \$5,650.00; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-106 for Contract Amendment 4 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 7 in the amount of \$5,650.00 for a revised increase a maximum payable amount of \$65,720.50; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-112 Work Authorization 8 to the professional service agreement with SAMES Engineering to provide revisions to parcel 49 P1 in the amount of \$1,625.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-113 Work Authorization 9 to the professional service agreement with SAMES Engineering to provide construction monuments for the 365 Tollway Project in the amount of \$26,365.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-114 Contract Amendment 5 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 8 & 9 in the amount of \$27,990.00.

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-123 Work Authorization 10 to the professional service agreement with SAMES Engineering to provide parcel sketches for corner clips at Steward Road & US 281/Military Highway as part of the Overpass/BSIF Connector for 365 Tollway Project in the amount of \$1,270.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-124 Contract Amendment 6 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 10 in the amount of \$1,270.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-125 Work Authorization 11 to the professional service agreement with SAMES Engineering to provide surveys for parcels 21, 22, 22C Lateral D and Pawlik tract as part of the 365 Tollway Project in the amount of \$12,030.00; and

WHEREAS, the Authority finds it necessary to approve Resolution 2016-126 Contract Amendment Number 7 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 11 as part of the 365 Tollway Project in the amount of \$12,030.00;

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 Contract Amendment Number 7 to the professional service agreement with SAMES Engineering to the 365 Tollway Project in the amount of \$12,030.00 hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Contract Amendment Number 7 to the Professional Services Agreement for Surveying Services with SAMES Engineering 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 15th day of November 2016, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ricardo Perez, Secretary/Treasurer

Exhibit A

Contract Amendment 7
to
Professional Service Agreement
with
Sames Engineering
for
Surveying Services
for the
365 Tollway
Project

◆ Contract ◆

**Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)**

**SURVEYING SERVICES IBTC
Interchange with SH 365 to I-2 and
from the ValleyView Interchange to
FM 493**

Contract Amendment No. 7

November 15, 2016

SAMES, Inc.

CONTRACT AMENDMENT NO. 7

**CONTRACT AMENDMENT NO. 7
TO PROFESSIONAL SERVICES
AGREEMENT FOR SURVEYING SERVICES**

THIS CONTRACT AMENDMENT NO 7 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 Surveying Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and SAMES, Inc. (the Surveyor).

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 \$94,962.50 to \$106,992.50 for a total increase of \$12,030.00 due to additional scope and effort outlined in Work Authorization No. 11 (\$12,030.00).

This Contract Amendment No. 7 to the Professional Services Agreement 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 Contract Amendment is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR

THE AUTHORITY

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)
Pilar Rodriguez, P.E.

(Printed Name)
Executive Director

(Title)

(Date)

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Item 2F

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2F </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 11/7/16 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 11/15/16 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2016-127 – APPROVAL OF AWARD OF CONTRACT AND WORK AUTHORIZATION NUMBER 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH ROW SURVEYING SERVICES, LLC TO PROVIDE PARCEL SKETCHES FOR EXISTING COUNTY ROAD RIGHT OF WAYS AS PART OF THE 365 TOLLWAY.**

2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and Approval of Contract and Work Authorization Number 1 For Parcel Sketches.

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

4. Budgeted: X Yes No N/A

5. Staff Recommendation: **Motion To Approve Resolution 2016- 127 – Contract and Work Authorization Number 1 To The Professional Service Agreement With ROW Surveying Services, LLC To Provide Parcel Sketches For Existing County Road Right Of Ways As Part Of The 365 Tollway.**

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

7. Planning Committee’s Recommendation: Approved Disapproved X None

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

9. Chief Auditor’s Recommendation: Approved Disapproved X None

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

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



365 TOLLWAY

- CMT Services
- Environmental _____
- Engineering _____
- Geo-Technical _____
- Surveying ROW Surveying Services

WORK AUTHORIZATION SUMMARY

RESOLUTION 2016-127

Work Authorization # 1 Supplemental # _____

Amount \$25,000.00

Approved Amendments:

Resolution No.	Description	Amount
2016-127	WA No. Parcel Sketches	\$25,000.00
	WA No.	
	Subtotal from Cont. Page	<u>\$ 0.00</u>
	Total Approved WA	\$ 0.00

Proposed Work Authorization and/or Supplemental

Goal and Options:

ROW Services is to provide parcel sketches of existing county right of ways to incorporate into RMA right of way for the 365 Tollway Project.

Staff is recommending approval of this request in the amount of Proposed total approved WA and/or Supplementals \$25,000.00

Requested By:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2016-127

**APPROVAL OF AWARD OF CONTRACT AND WORK
AUTHORIZATION 1 TO THE PROFESSIONAL
SERVICE AGREEMENT WITH ROW SURVEYING
SERVICES, LLC TO PROVIDE PARCEL SKETCHES
FOR EXISTING COUNTY ROAD RIGHT OF WAYS AS
PART OF THE 365 TOLLWAY PROJECT.**

THIS RESOLUTION is adopted this 15th day of November 2016 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, creating 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, on February 22, 2012 the Authority approved Resolution 2012-04 authorizing the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on October 16, 2013 the Authority approved Resolution 2013-41 authorizing 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 Bridge Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, on November 20, 2014, the Authority approved Resolution 2013- 53 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms (Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services) to establish a surveying pool for the project; and

WHEREAS, on June 18, 2014, the Authority approved Resolution 2014-53 awarding professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, the Authority finds it necessary to approve Resolution 2016-127 Award of Contract and Work Authorization Number 1 to the professional service agreement with ROW Surveying Services, LLC to provide parcel sketches for existing county road right of ways as part of the 365 Tollway Project in the amount of \$25,000.00;

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 hereby approves Contract and Work Authorization Number 1 to the professional service agreement with ROW Surveying to the 365 Tollway Project in the amount of \$25,000.00 hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Contract and Work Authorization Number 1 to the Professional Services Agreement for Surveying Services with ROW Surveying 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 15th day of November 2016, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ricardo Perez, Secretary/Treasurer

Exhibit A

CA & WA # 1
to
Professional Service Agreement
with
ROW Surveying
for
Surveying Services
for the
365 Tollway
Project

◆ Contract ◆

**Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)**

**SURVEYING SERVICES IBTC
Interchange with SH 365 to I-2 and
from the ValleyView Interchange to
FM 493**

MAIN CONTRACT

November 15, 2016

ROW Surveying Services, LLC.

STATE OF TEXAS
COUNTY OF HIDALGO

§
§

**PROFESSIONAL SERVICES AGREEMENT FOR
SURVEYING SERVICES**

THIS CONTRACT FOR SURVEYING SERVICES is made by and between the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter the “Authority”) and ROW Surveying Services, LLC (hereinafter the “Surveyor”), having its principal business address at 900 S. Stewart Rd, Suite 11, Mission, Texas, for the purpose of contracting for surveying services (hereinafter the “Agreement”).

WITNESSETH

WHEREAS, Government Code, Chapter 2254, Subchapter A, “Professional Services Procurement Act” provides for the procurement of professional services of surveyors;

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 surveying services (hereinafter 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 Surveyor to provide professional land surveying services that will include general surveying in support of preliminary engineering, design engineering, construction engineering, maintenance work, right of way mapping and aerial photography projects for the development of the Project as approved by the Authority to wit: the **STATE HIGHWAY 365 SURVEY PROJECT FOR SEGMENT 0010 FROM THE INTERCHANGE WITH SH 365 TO I-2 AND FROM THE VALLEYVIEW INTERCHANGE TO FM 493** (hereinafter the "Project");

NOW, THEREFORE, the Authority and the Surveyor, 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 SURVEYOR

1.1 The Authority and the Surveyor 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 Surveyor. All services provided by the Surveyor will conform to standard surveying practices and applicable rules and regulations of The Professional Land Surveying Practices Act and Amendment and the rules of the Texas Board of Professional Land Surveying.

1.2 The Surveyor shall timely perform those surveying 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 Surveyor shall perform its services to the standard of care of a reasonable surveyor that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Surveyor.

ARTICLE II AGREEMENT PERIOD

2.1 **Agreement Period.** The period after this contract becomes effective and before it is terminated is the Contract 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.

2.2 **Maximum Agreement Period.** The maximum Contract Period is the time needed to complete all work authorizations issued during the Agreement Period.

2.3 **Unauthorized Work.** 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 **\$25,000.00** 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 Surveyor'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 **Surveyor Payment of Subproviders.** No later than ten (10) days after receiving payment from the Authority, the Surveyor 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 Surveyor 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 Surveyor 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 Surveyor 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 Surveyor 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 Surveyor'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 Surveyor 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 Surveyor 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 Surveyor 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 Surveyor shall submit a Final Report (Attachment H-4) to the address set forth in Attachment H.

c) The Surveyor 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 Surveyor 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 Surveyor because of a debt owed to the Authority, the Authority shall apply all payments due the Surveyor 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 Surveyor 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 Surveyor or any costs incurred by the Surveyor 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 Surveyor's responsibilities and obligations established under this Agreement.

ARTICLE VI SIGNATORY WARRANTY

The undersigned signatory for the Surveyor 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:

Surveyor: ROW Surveying Services, LLC 900 S. Stewart Rd, Suite 11 Mission, Texas 78572 Attn: Julio C. Cerda President	Authority: Hidalgo County Regional Mobility Authority (HCRMA) 118 South Cage Boulevard, 4 th Floor Pharr, Texas 78577 Attn: Pilar Rodriguez Executive Director
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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 Surveyor 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

SURVEYOR

By: _____

By: _____

Name: Pilar Rodriguez

Name: Julio C. Cerda

Title: Executive Director

Title: President

Hidalgo County Regional Mobility Authority

Company: ROW Surveying Services, LLC

Date: _____

Date: _____

**LIST OF ATTACHMENTS TO AGREEMENT
FOR SURVEYING 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 Surveyor
D	Work Authorization Forms
D-1	Work Authorization Form for Agreement for Surveying 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	Surveyor's Responsibility
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24	Patent Rights
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26	Child Support Certification
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29	Severability
30	Prior Agreements Superseded
31	Conflict of Interest
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33	Certifications

ATTACHMENT A GENERAL PROVISIONS

SECTION 1. WORK AUTHORIZATIONS

A. Use. The Surveyor shall not begin any work until the Authority and the Surveyor have signed a work authorization. Costs incurred by the Surveyor 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 Surveyor 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 Surveyor 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 Surveyor's responsibilities and obligations established in this Agreement. The Surveyor 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 Surveyor or any costs incurred by the Surveyor relating to additional work not directly associated with the performance or prior to the execution of the work authorization. The Surveyor shall allow adequate time for review and approval of the supplemental work authorization by the Authority prior to expiration of the work authorization. Any supplemental work authorization must be executed by both parties within the time period established in Article II of the Agreement, (Agreement Period). Under no circumstances will a work authorization be allowed to extend beyond the Agreement's expiration date, unless a supplemental to the Agreement is approved by both parties extending the Agreement date.

ATTACHMENT A GENERAL PROVISIONS

F-1. More Time Needed. If the Surveyor determines or reasonably anticipates that the work authorized in a work authorization cannot be completed before the specified completion date, the Surveyor 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 Surveyor 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 Surveyor shall prepare a revised work authorization budget for the Authority's approval.

G. New Work Authorization. If the Surveyor 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 Surveyor for the incomplete work using the unexpended balance of the preceding work authorization for the project. If approved by the Authority, the Surveyor 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 Surveyor'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 Surveyor 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 Surveyor shall from time to time during the progress of the work confer with the Authority. The Surveyor 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 Surveyor, conferences shall be provided at the Surveyor's office, the office of the Authority, or at other locations designated by the Authority. These conferences shall also include evaluation of the Surveyor'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.

ATTACHMENT A GENERAL PROVISIONS

D. Reports. The Surveyor 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 Surveyor 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 Surveyor 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 Surveyor 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 Surveyor 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 Surveyor or any costs incurred by the Surveyor relating to additional work not directly associated with or prior to the execution of a supplemental agreement.

ATTACHMENT A GENERAL PROVISIONS

SECTION 5. CHANGES IN WORK

A. Work Previously Submitted as Satisfactory. If the Surveyor 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 Surveyor 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 Surveyor submits work that does not comply with the terms of this Agreement, the Authority shall instruct the Surveyor 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 Surveyor 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 Surveyor and all documents furnished to the Surveyor by the Authority shall be delivered to the Authority upon request by the Authority. The Surveyor, 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 Surveyor (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 Surveyor nor any subprovider may charge a fee for the portion of the design plan created by the Authority.

**ATTACHMENT A
GENERAL PROVISIONS**

D. Maintenance of Data. The Surveyor 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 Surveyor 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 Surveyor 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. Surveyor Resources. The Surveyor 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 Surveyor 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 Surveyor 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 Surveyor 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 Surveyor 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 Surveyor 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 Surveyor 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 Surveyor or its subcontractors under this Agreement. All intellectual property and equipment owned by the Authority shall be delivered to the Authority when this Agreement terminates, or when it is no longer needed for work performed under this Agreement, whichever occurs first.

ATTACHMENT A GENERAL PROVISIONS

G. The Surveyor 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 Surveyor shall have such knowledge and experience as will enable them to perform the duties assigned to them.

H. The Surveyor 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 Surveyor or any other person except with the prior approval of the Authority. All documents prepared by the Surveyor and all documents furnished to the Surveyor 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 Surveyor 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 Surveyor for use beyond the specific purpose intended will be at Authority's sole risk and without liability or legal exposure to Surveyor.

SECTION 10. SUBCONTRACTING

A. Prior Approval. The Surveyor 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 Surveyor'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 Surveyor 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 Surveyor.

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

SECTION 11. INSPECTION OF WORK

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

**ATTACHMENT A
GENERAL PROVISIONS**

B. Reasonable Access. If any review or evaluation is made on the premises of the Surveyor or a subprovider, the Surveyor 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 Surveyor'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 Surveyor shall be grounds for termination of the Agreement. Any additional costs to the Authority that arise from the Surveyor's default, breach of Agreement, or violation of Agreement terms shall be paid by the Surveyor. 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 Surveyor as a consequence of failure by the Surveyor 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 Surveyor, by giving ten business days notice of termination in writing to the Surveyor.
5. By the Authority, if the Surveyor 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 Surveyor. 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 Surveyor 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 Surveyor defaults in the performance of this Agreement or if the Authority terminates this Agreement for fault on the part of the Surveyor, 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 Surveyor in performing the work to the date of default;

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(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 surveying 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 Surveyor 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 Surveyor. 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 Surveyor 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 Surveyor to fulfill its Agreement obligations, the Authority may take over the project and prosecute the work to completion, and the Surveyor shall be liable to the Authority for any additional cost to the Authority.

SECTION 15. COMPLIANCE WITH LAWS

The Surveyor 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 Surveyor shall furnish the Authority with satisfactory proof of its compliance therewith.

SECTION 16. INDEMNIFICATION

A. THE SURVEYOR 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 SURVEYOR OR OF ANY PERSON EMPLOYED OR ENGAGED BY THE SURVEYOR, AND THE DEFENSE OF ANY SUCH CLAIMS, LIABILITY, ACTION, OR LOSS.

**ATTACHMENT A
GENERAL PROVISIONS**

B. THE SURVEYOR SHALL ALSO SAVE AND HOLD HARMLESS THE AUTHORITY FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, REASONABLE 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 SURVEYOR, ITS AGENTS, ITS SUBCONTRACTORS, OR EMPLOYEES.

SECTION 17. SURVEYOR'S RESPONSIBILITY

A. Accuracy. The Surveyor 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 Surveyor's responsibility for all questions arising from 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 Surveyor 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 Surveyor shall sign, seal and date all appropriate surveying submissions to the Authority in accordance with the Texas Surveying Practice Act and the rules of the Texas Board of Professional Surveyors.

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 surveyor, as a second surveyor, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second surveyor will affix his seal to any work altered, completed, corrected, revised or added. The second surveyor will then become responsible for any alterations, additions or deletions to the original survey including any effect or impacts of those changes on the original surveyor's work product.

SECTION 18. NONCOLLUSION

A. Warranty. The Surveyor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Surveyor 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 surveyor 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 Surveyor shall obtain and maintain insurance limits of liability for each of the types of insurance coverage identified as follows:

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

ATTACHMENT A GENERAL PROVISIONS

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

The coverage and amounts designated herein are minimum requirements and do not establish limits of the Surveyor's liability. Additional coverage may be provided at the Surveyor'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 Surveyor 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 Surveyor's name stated thereon, to be submitted prior to the beginning of the Project. The Surveyor will be considered in breach of this Agreement should the Surveyor 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. Surveyor's Risk. The services to be provided under this Agreement will be performed entirely at Surveyor's risk and Surveyor 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 Surveyor 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 Surveyor to adhere to this policy may result in the termination of this Agreement.

ATTACHMENT A GENERAL PROVISIONS

SECTION 21. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS

The Surveyor 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 Surveyor 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 Surveyor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and services provided (hereinafter called the Records). The Surveyor 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 Surveyor'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 Surveyor 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 Surveyor, 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 Surveyor 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 Surveyor of the Surveyor'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 Surveyor 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 Surveyor is in the exclusive possession of another who fails or refuses to furnish this information, the Surveyor shall so certify to the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration and shall set forth what efforts it has made to obtain the information.

ATTACHMENT A GENERAL PROVISIONS

(5) Sanctions for Noncompliance: In the event of the Surveyor'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 Surveyor under this Agreement until the Surveyor complies and/or
- (b) cancellation, termination, or suspension of this Agreement, in whole or in part.

(6) Incorporation of Provisions: The Surveyor 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 Surveyor 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 Surveyor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Surveyor 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 Surveyor, 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 Surveyor under this Agreement.

SECTION 25. COMPUTER GRAPHICS FILES

The Surveyor 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 Surveyor 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 Surveyor is liable to the Authority for attorney's fees, the cost necessary to complete this Agreement, including the cost of advertising and awarding a second Agreement, and any other damages provided by law or this Agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

**ATTACHMENT A
GENERAL PROVISIONS**

SECTION 27. DISPUTES

A. Disputes Not Related to Agreement Services. The Surveyor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Surveyor 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 Surveyor 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 Surveyor 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 Surveyor. 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 Surveyor 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 Surveyor will prepare an environmental impact statement or an environmental assessment under this Agreement, the Surveyor certifies by executing this Agreement that it has no financial or other interest in the outcome of the project on which the environmental impact statement or environmental assessment is prepared.

SECTION 32. OFFICE OF MANAGEMENT AND BUDGET (OMB) AUDIT REQUIREMENTS

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

**ATTACHMENT A
GENERAL PROVISIONS**

SECTION 33. CERTIFICATIONS

A. The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Surveyor 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 Surveyor 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 Surveyor 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 Surveyor 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, Surveyor 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

Project Map.

ROW Map – ROW widths, other land, ownership, survey information.

Ownership information of adjacent tracts.

Intersecting ROW information, documentation, construction plans of existing utilities if available.

Construction plans of existing facilities if available.

Intended use of the survey and required form of deliverables, files required, etc.

Accuracy required and method of display.

Horizontal and vertical datum upon where the survey should be based (if varies from TxDOT).

Research on subject tracts/parcel ownership aerial photographs.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

**ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR**

1.0 Project Control

1.1 Primary Control

Primary Control is a series of stable and reliable monuments set and establish in the general vicinity of the project. Usually these monuments will not be further than 3 miles from the project or between each other on the project. The purpose for Primary Control is to transfer in and establish National Spatial Reference (NSRS), “Geodetic Values and Coordinates”, closer and more accessible to the project site.

Note: The conventional scope for this service will not be performed; instead, the HCRMA surveyors will use the RTK Cooperative VRS³ Network. In the event that conventional Primary Control becomes necessary, the HCRMA PMC Survey Coordinator will enumerate a detailed scope for this service.

Limits for this service:

To Be Determined by Future Work Authorization

1.1.1 Coordination, Admin., Research and Abstracting Tasks.

<i>To be provided by:</i>					
		1.1.1.1	N/A		
		1.1.1.2	N/A		
		1.1.1.3	N/A		

1.1.2 Field Work Tasks.

<i>To be provided by:</i>					
		1.1.2.1	N/A		
		1.1.2.2	N/A		
		1.1.2.3	N/A		

1.1.3 Office Work / Delivery Preparation Tasks

<i>To be provided by:</i>					
	<u>ROW Surv</u>	1.1.3.1	Prepare and Submit Survey Control Book that includes: <ul style="list-style-type: none"> • Project Summary; • Primary Control Location Map; • Primary Control Data Sheets; 		
		1.1.3.2	N/A		
		1.1.3.3	N/A		

**ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR**

1.0 Project Control

1.2 Secondary Control

Secondary Control is a series of Control points established and setup no more than 1000 feet apart and in a “line of sight” pattern. The purpose for Secondary Control is mainly for use with conventional theodolite/robotic instrumentation where an occupied and back sight point is needed. Another use for secondary control can be for GPS RTK Rover checks, initialization and calibration. The datum and values of secondary control will be derived from the Valley VRS Network.

Note: The conventional scope for this service will not be performed; instead, the “Panel points” or “Aerial Target” monumentation establish for the Aerial Photogrammetry will be utilized as Secondary Control for the TCC/SH 365 segment of this project due to its availability. In the event that conventional Secondary Control becomes necessary, the HCRMA PMC Survey Coordinator will enumerate a detailed scope for this service.

Limits for this service:

To Be Determined by Future Work Authorization

1.2.1 Coordination, Admin., Research and Abstracting Tasks.

<i>To be provided by:</i>			
	<u>ROW Surv</u>	1.2.1.1	Contact and Coordinate with HCRMA for ... <ul style="list-style-type: none"> • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. •
<u>HCRMA</u>	<u>ROW Surv</u>	1.2.1.2	Obtain <u>Survey Control Report</u> that includes: Panel Point Data Control Sheets, Location Map and coordinate values.
		1.2.1.3	

1.2.2 Field Work Tasks.

<i>To be provided by:</i>			
	<u>ROW Surv</u>	1.2.2.1	Locate, recover and flag panel points. <i>(Existing on Ground)</i>
	<u>ROW Surv</u>	1.2.2.2	Survey and check horizontal and vertical coordinates on all recovered panel points using GPS RTK “Control Observation” procedures. <i>(Existing on Ground)</i>
		1.2.2.3	

1.2.3 Office Work / Delivery Preparation Tasks

<i>To be provided by:</i>			
	<u>ROW Surv</u>	1.2.3.1	Prepare and submit a REVISED <u>Survey Control Report</u> that includes: <ul style="list-style-type: none"> • Panel Point Data Control Sheets, • Location Map and coordinate values of recovered panel points.
	<u>ROW Surv</u>	1.2.3.2	

**ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR**

1.0 Project Control

1.3 Photogrammetric (Aerial) Control

Photogrammetric (Aerial) Control is a series of Control points established and setup in a pattern on the ground to provide the Photogrammetrist a means by which to position and Ortho-rectify the aerial photographs to the project Datum and scale. The datum and values of the aerial control will be derived from the Valley VRS Network.

Note: This service was performed by others in the recent past therefore the “Panel points” or “Aerial Target” monumentation establish for the Aerial Photogrammetry will be utilized as Secondary Control for the TCC/SH 365 segment of this project due to its availability. In the event that Photogrammetric Control becomes necessary, the HCRMA PMC Survey Coordinator will enumerate a detailed scope for this service.

Limits for this service:

To Be Determined by Future Work Authorization

1.3.1 Coordination, Admin., Research and Abstracting Tasks.

<i>To be provided by:</i>			
<u>Others</u>	<u>ROW Surv</u>	1.3.1.1	Contact and Coordinate with HCRMA and Aerial Photogrammetrist for... <ul style="list-style-type: none"> • Proposed project ROW widths or Corridor maps, Intersecting ROW information and documentation, Construction plans of existing facilities and utilities if available, all other survey data and information. • Plan for panel point or target layout scheme. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control) • Schedule for survey and number of re-visits to maintain and/or re-staking
		1.3.1.2	
		1.3.1.3	

1.3.2 Field Work Tasks

<i>To be provided by:</i>			
<u>Others</u>	<u>ROW Surv</u>	1.3.2.1	Layout aerial targets as per plan.
<u>Others</u>	<u>ROW Surv</u>	1.3.2.2	Survey each aerial target point using GPS RTK "Control Observation" procedures.
<u>Others</u>	<u>ROW Surv</u>	1.3.2.3	Revisit project ONE additional time, (or as directed by PMC), to maintain and / or re-stake disturbed or obliterated points.
<u>Others</u>	<u>ROW Surv</u>	1.3.2.4	Maintain GPS data observation ground crew during flight (if applicable)
<u>Others</u>	<u>ROW Surv</u>	1.3.2.5	Remove aerial targets after photogrammetry process has been completed.

**ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR**

1.0 Project Control

1.3.3 Office Work / Delivery Preparation Tasks

<i>To be provided by:</i>					
<u>Others</u>	<u>ROW Surv</u>	1.3.3.1	Process XYZ coordinates and submit coordinate values and all necessary panel point information to photogrammetrist		
<u>Others</u>	<u>ROW Surv</u>	1.3.3.2	Prepare and Submit Survey Control Report that includes: <ul style="list-style-type: none"> • Project Summary; • Primary Control Location Map; • Primary Control Data Sheets; • Panel Point Data Control Sheets; • Panel Point Location Map and Panel Points coordinate values list of each aerial target point. 		
		1.3.3.3			

**ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR**

1.0 Project Control

1.4 Project Alignment / Baselines

Survey to Stake and Layout the centerline or baseline of the preliminary or proposed route or corridor to provide Geotechnical, Environmental, Archeologists and others a means by which to locate their position or location on the project.

Limits for this service:

To Be Determined by Future Work Authorization

1.4.1 Coordination, Admin., Research and Abstracting Tasks.

<i>To be provided by:</i>				
HCRMA	ROW Surv	1.4.1.1	Contact and Coordinate with HCRMA for... <ul style="list-style-type: none"> • Proposed project ROW and alignment maps, Intersecting ROW information and documentation, Proposed Construction plans if available, all other survey data and information. • Proposed project ROW and alignment maps, Intersecting ROW information and documentation, Proposed Construction plans if available, all other survey data and information. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control) • Schedule for survey and number of re-visits to maintain and/or re-staking 	
		1.4.1.2	N/A	
		1.4.1.3	N/A	

**ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR**

1.4.2 Field Work Tasks.

<i>To be provided by:</i>			
	<u>ROW Surv</u>	1.4.2.1	Stake centerline, or under mitigating circumstances, stake offset baseline for preliminary corridor alignment... <ul style="list-style-type: none"> • at all Deflection PI's, PC's, PT's, • at (1000') (EVEN STATION) intervals on straight POTs • at (1000') (EVEN STATION) intervals on curves. • Stake point using (5/8"x 2') wooden hub and 4 foot wooden guard lathe. • Mark lathe with station number and offset on baselines.
	<u>ROW Surv</u>	1.4.2.2	Stake adjacent preliminary or proposed ROW lines... <ul style="list-style-type: none"> • at all Deflection PI's, PC's, PT's • at (1000') (EVEN STATION) intervals on straight POTs • at (1000') (EVEN STATION) intervals on curves • Stake point using (5/8"x 2') wooden hub and 4 foot wooden guard lathe. • Mark lathe with centerline station number and offset from project center.
	<u>ROW Surv</u>	1.4.2.3	Revisit project ONE additional time, (or as directed by HCRMA), to maintain and / or re-stake disturbed or obliterated points.
		1.4.2.4	N/A

1.4.3 Office Work / Delivery Preparation Tasks

<i>To be provided by:</i>			
	<u>ROW Surv</u>	1.4.3.1	Provide HCRMA with Stakeout report
	<u>ROW Surv</u>	1.4.3.2	Provide reports as per PMC request, i.e., Geographic Lat/Long of staked points.
	<u>ROW Surv</u>	1.4.3.3	N/A

**ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR**

3.0 Topographic and Planimetric Survey

Surveys, measurements and data within the project limits to develop a Digital Terrain Model (DTM) and Planimetrics of the project route or corridor.

3.1. FULL Topo and Planimetrics

This is FULL development of NEW Digital Terrain Model (DTM) and Planimetrics of the project route or corridor without the benefit of aerial photogrammetry and mapping

Limits for this service:

To Be Determined by Future Work Authorization

3.1.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
	<u>ROW Surv</u>	3.1.1.1	Contact and Coordinate with HCRMA for... <ul style="list-style-type: none"> Proposed project ROW widths or Corridor maps, Intersecting ROW information and documentation, Construction plans of existing facilities and utilities if available, all other survey data and information. Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required, etc. Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control)
		3.1.1.2	N/A
		3.1.1.3	N/A

3.1.2 Field Work Tasks.

To be provided by:			
<u>N/A</u>	<u>ROW Surv</u>	3.1.2.1	Survey proposed route or corridor for project DTM. <ul style="list-style-type: none"> Cross Section corridor at every 100 foot stations and all break lines. Cross Section 175' right and left, (350' wide), of the route or corridor centerline. (See Special or Mitigation Surveys for special and extended Topo Survey)
<u>HCRMA</u>	<u>ROW Surv</u>	3.1.2.2	Survey CROSSING Drainage ditches, Canals and Streams and etc for project DTM. <ul style="list-style-type: none"> Cross Section the above every 100' and at all break lines. Obtain flow line elevation shots, inside Drainage ditches and Canals and etc. Cross section the above from toe to toe plus 25'. Cross section the above out to 500' right and left of the route or corridor centerline. (See Special or Mitigation Surveys for special and extended Topo Survey)
<u>N/A</u>	<u>ROW Surv</u>	3.1.2.3	Survey CROSSING or intersecting Highways, Streets, Roads, and etc. for project DTM. <ul style="list-style-type: none"> Cross Section the above every 100' and at all break lines. Cross section the above from ROW to ROW plus 25'. Cross section the above out to 500' right and left of the route or corridor centerline. (See Special or Mitigation Surveys for special and extended Topo Survey)

**ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR**

	<u>ROW Surv</u>	3.1.2.4	<p>Survey and Measure all above ground and visible topical objects and features within survey corridor for project PLANIMETRICS including but not limited to:</p> <ul style="list-style-type: none"> • Developed sites i.e., driveways and culverts, flatwork, fences, curbs, parking, entrances, buildings/improvements, and etc. Note and describe all on survey deliverable. • Bridges/Overpasses of Hwy, Road, and Street; i.e. deck top, embankment, railings and ect. and profile of natural ground below structure. <ul style="list-style-type: none"> ○ (See Attachment C.6 Special or Mitigation Surveys for special and detailed Bridge Survey) • Cross Culverts/Bridges of Drain Ditch, Irrigation Canal, Stream, i.e, deck top, railings, wing walls and etc. and profile of natural ground below structure. <ul style="list-style-type: none"> ○ (See Attachment C.6 Special or Mitigation Surveys for special and detailed Cross Culvert Survey) • Drainage Ditch / Irrigation Canal / Flood Control Structures, i.e., gates, weirs, outfalls, spillways, culverts and etc. and flow line elevations below structure. <ul style="list-style-type: none"> ○ (See Attachment C.6 Special or Mitigation Surveys for special, detailed or offsite Drainage / Irrigation / Flood Control Structure Survey) ○ (See Attachment C.5 Utility Survey for Storm Water Drainage / Irrigation / Flood Control Pipelines Survey) • Major Vegetation, i.e., large old trees, fruit bearing trees, dense brush clumps and etc. • Signage, i.e., roadway, private, billboards, etc. Note and describe sign and sign content on survey deliverable. • Oil and Gas Wells and facilities, i.e., well heads, battery Tanks, compressors and etc. • Utilities, above ground visible and apparent features i.e., markers, signs, risers, poles, guy wires and etc. <ul style="list-style-type: none"> ○ (See Attachment C.5 for Utility Surveying Scope)
		3.1.2.5	N/A

3.1.3 Office Work / Delivery Preparation Tasks

<i>To be provided by:</i>			
<u>N/A</u>	<u>ROW Surv</u>	3.1.3.1	<p>Process all survey data using GEOPAC – MICROSTATION software and submit a digital...</p> <ul style="list-style-type: none"> • DAT file (project metadata) • TIN file (masspoints and breaklines) • 2d.DGN file (Project Planimetrics) • 2d.DGN file (Project DTM and Contours)
<u>N/A</u>	<u>ROW Surv</u>	3.1.3.2	Submit a 1" = 50' scale hardcopy of project PLANIMETRICS showing line work and labels of all above ground and pertinent objects and features surveyed.
<u>N/A</u>	<u>ROW Surv</u>	3.1.3.3	Submit a 1" = 50' scale hardcopy of project DTM and Contours showing line work and labels of ground relief and elevations of project corridor

**ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR**

3.0 Topographic and Planimetric Survey

Surveys, measurements and data within the project limits to develop a Digital Terrain Model (DTM) and Planimetrics of the project route or corridor.

3.2. IN-FILL Topo and Planimetrics

This is to supplement and update the Digital Terrain Model (DTM) and Planimetrics of the project route or corridor produced by aerial photogrammetry and mapping.

Limits for this service:

To Be Determined by Future Work Authorization

3.2.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
<u>HCRMA</u>	<u>ROW Surv</u>	3.2.1.1	Contact and Coordinate with HCRMA for... <ul style="list-style-type: none"> • OBTAIN EXISTING AERIAL MAPPING digital files, maps, data and information. • Review Existing Aerial Mapping digital files, maps, data and determination of the extent of In-fills that will be necessary and/or needed. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control)
		3.2.1.2	N/A
		3.2.1.3	N/A

3.2.2 Field Work Tasks.

To be provided by:			
	<u>ROW Surv</u>	3.2.2.1	Obtain elevation shots within the limits of the provided aerial photogrammetric DTM in areas left void or blank. <ul style="list-style-type: none"> • Survey voids or blanks within aerial mapping limits. <ul style="list-style-type: none"> ○ (See Special or Mitigation Surveys for special and extended Topo Survey).
	<u>ROW Surv</u>	3.2.2.2	Survey, cross section and/or obtain flow line elevation shots, inside Drainage ditches, Canals and Streams within the limits of the provided aerial photogrammetric DTM left void or blank. <ul style="list-style-type: none"> • Cross Section the inside of the above every 100' and at all break lines. Obtain flow line elevation shots. • Cross section the above within the aerial mapping limits and beyond aerial mapping limits 100' each side. <ul style="list-style-type: none"> ○ (See Special or Mitigation Surveys for special and extended Topo Survey)
	<u>ROW Surv</u>	3.2.2.3	Survey and cross section CROSSING or intersecting Highways, Streets, Roads, and etc. within the limits of the provided aerial photogrammetric DTM left void or blank. <ul style="list-style-type: none"> • Cross section the above out to 300' right and left of the aerial mapping limits. <ul style="list-style-type: none"> ○ (See Special or Mitigation Surveys for special and extended Topo Survey)

**ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR**

	<u>ROW Surv</u>	3.2.2.4	<p>Survey and Measure all above ground and visible topical objects and features within the provided aerial photogrammetric PLANIMETRICS left void or blank, including but not limited to:</p> <ul style="list-style-type: none"> • Developed sites i.e., driveways and culverts, flatwork, fences, curbs, parking, entrances, buildings/improvements, and etc. Note and describe all on survey deliverable. • Bridges/Overpasses of Hwy, Road, and Street; i.e. deck top, embankment, railings and ect. and profile of natural ground below structure. <ul style="list-style-type: none"> ○ (See Attachment C.6 Special or Mitigation Surveys for special and detailed Bridge Survey) • Cross Culverts/Bridges of Drain Ditch, Irrigation Canal, Stream, i.e, deck top, railings, wing walls and etc. and profile of natural ground below structure. <ul style="list-style-type: none"> ○ (See Attachment C.6 Special or Mitigation Surveys for special and detailed Cross Culvert Survey) • Drainage Ditch / Irrigation Canal / Flood Control Structures, i.e., gates, weirs, outfalls, spillways, culverts and etc. and flow line elevations below structure. <ul style="list-style-type: none"> ○ (See Attachment C.6 Special or Mitigation Surveys for special, detailed or offsite Drainage / Irrigation / Flood Control Structure Survey) ○ (See Attachment C.5 Utility Survey for Storm Water Drainage / Irrigation / Flood Control Pipelines Survey) • Major Vegetation, i.e., large old trees, fruit bearing trees, dense brush clumps and etc. • Signage, i.e., roadway, private, billboards, etc. Note and describe sign and sign content on survey deliverable. • Oil and Gas Wells and facilities, i.e., well heads, battery Tanks, compressors and etc. • Utilities, above ground visible and apparent features i.e., markers, signs, risers, poles, guy wires and etc. <ul style="list-style-type: none"> ○ (See Attachment C.5 for Utility Surveying Scope)
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3.2.3 Office Work / Delivery Preparation Tasks

<i>To be provided by:</i>			
	<u>ROW Surv</u>	3.2.3.1	<p><u>RE-PROCESS</u> all survey data using GEOPAC – MICROSTATION software and submit NEW digital...</p> <ul style="list-style-type: none"> • DAT file (project metadata) • TIN file (masspoints and breaklines) • 2d.DGN file (Project Planimetrics) • 3d.DGN file (Project DTM and Contours)
	<u>ROW Surv</u>	3.2.3.2	<p>Submit a 1" = 50' scale hardcopy of project PLANIMETRICS showing line work and labels of all above ground and pertinent objects and features surveyed. <u>Highlight new or updated information.</u></p>
	<u>ROW Surv</u>	3.2.3.3	<p>Submit a 1" = 50' scale hardcopy of project DTM and Contours showing line work and labels of ground relief and elevations of project corridor. <u>Highlight new or updated information.</u></p>

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

**ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR**

4.0 Boundary Survey

Surveys and boundary line re-construction of the Land Tracts through which the proposed project route or corridor will pass. This survey will be used for the final design of the project’s right of way line location therefore must be performed early in the project phase. This is NOT part of the right of way and parcel platting phase of the project even though it will be heavily relied upon to perform that phase.

Definitions for use in this context.

... Grants, Patents (Surveys), Porciones, i.e., Santa Anita Grant, Porcion 87, Survey No. 112

... Lot/Block Tracts or Partition Tracts, (Original Subdivisions of Grants, Surveys and Porciones) , i.e., Hidalgo Canal, Tex-Mex RR, San Salvador del Tule.

... Land Tracts, (severances or junior surveys of Lot/Block Tracts or Partition Tracts), i.e., 4.28 acres of Lot 1 Blk. 1, Tex-Mex RR

... Subdivision Tracts, (lots inside a platted subdivision of a Land Tract), i.e., Lot 1 of a subdivision of 4.28 acres of Lot 1 Blk. 1, Tex-Mex RR.

... ROW/Easement Tracts, (are much like Land Tracts and are severances within all of the above), i.e., HCIDD#1 150' ROW.

... Parent Tracts, (any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership), i.e. all of Lot 2 Blk. 1 and 4.28 acres of Lot 1 Blk. 1, Tex Mex RR

Limits for this service:

To Be Determined by Future Work Authorization

4.1 Coordination, Admin., Research and Abstracting Tasks.

<i>To be provided by:</i>			
<u>HCRMA</u>	<u>ROW Surv</u>	4.1.1	Contact and Coordinate with HCRMA for... <ul style="list-style-type: none"> • Proposed ROW or Corridor maps, data and information. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control)
	<u>ROW Surv</u>	4.1.2	Research Deeds, Maps, and other survey records and Abstract adequate property data and information to support the preparation of a Digital “Working Sketch”, or “Deed Draft Record Sketch”, to support the determination of the location and the re-construction of intended boundaries of the land Tracts to be field surveyed.
<u>HCRMA</u>	<u>ROW Surv</u>	4.1.3	Obtain ROE information and work performed in the Right of Entry phase of project. (If Available)
<u>HCRMA</u>	<u>ROW Surv</u>	4.1.4	HCRMA will obtain “Abstracts of Title” or “Title Reports” of Parent Tracts from a reputable Abstract Company or Landman. HCRMA will make “Abstracts of Title” or “Title Runs” and other abstracted information available to Surveyor.
	<u>ROW Surv</u>	4.1.5	Prepare digital “Working Sketch”, or “Deed Draft Record Sketch”. (This will evolve into the Final “Boundary Map” as field survey data is performed)

**ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR**

4.2 Field Work Tasks.

<i>To be provided by:</i>			
<u>ROW Surv</u>	4.2.1		Locate, recover, and re-trace all corners and survey lines of the Land Tracts through which the proposed project route or corridor will pass.
<u>ROW Surv</u>	4.2.2		The surveyor will begin by locating or retracing as many corners of the original grants as required to construct the boundaries of the Land Tracts included in the project for future takings. Subsequent to locating the original grant boundaries and preparing a boundary construction, the surveyor may locate corners and lines of any junior survey interior to the original grants. In this manner, the surveyor will build up a logical scheme of boundary construction.
	4.2.3		N/A

4.3 Office Work / Delivery Preparation Tasks

<i>To be provided by:</i>			
<u>ROW Surv</u>	4.3.1		Perform final boundary analysis and boundary re-construction decisions of survey lines for the lands included in the project for future takings in accordance to all Texas Board of Professional Land Surveying rules, standards and policies. (<i>“Footsteps of the Original Surveyor”</i>)
<u>ROW Surv</u>	4.3.2		Prepare and deliver a completed digital Boundary Construction Map. This map will depict all survey evidence recovered in the survey. The surveyor will prepare a survey map showing the corners recovered, the courses, and distances of the boundaries and areas of lands considered in the project. <ul style="list-style-type: none"> • Insure that boundary map coincides with the project grid and datum control. • Insure that boundary map includes all easements, severances, or other exceptions that the “Abstracts of Title” or “Title Reports” yield.
<u>ROW Surv</u>	4.3.3		Overlay the most current PROPOSED/PRELIMINARY ROW Corridor onto the Boundary Construction Map and analyze for areas of uneconomic remainders, small slivers of land or un-rationalized takings. Prepare a written report and consult with HCRMA summarizing any discrepancies or problems. This will also be shown on the survey map. This will also be known as the Preliminary ROW Map.

NOTE:

HCRMA PMC and Design Engineers will take the surveyors Boundary Survey deliverables and develop a **FINAL ROW FOOTPRINT** and then direct surveyor to start and complete the **Right of Way Mapping and Parcel Tract Plats** phase of the surveyor’s scope of services.

**ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR**

5.0 Utility Survey

Surveys and measurements to map all utilities, (especially buried/underground utilities), crossing, or adjacent to the project route or corridor.

Note: Storm Water Drainage, Irrigation, Flood Control Pipelines are considered utilities. Drainage, Irrigation, Flood Control ditches or canal is not considered utilities.

Refer to Attachment C.6 Special or Mitigation Surveys for special, detailed or offsite utility surveys, i.e., Potholing activities at conflict locations.

Limits for this service:

To Be Determined by Future Work Authorization

5.1 Coordination, Admin., Research and Abstracting Tasks.

<i>To be provided by:</i>			
<u>ENG.</u>	<u>ROW Surv</u>	5.1.1	Contact and Coordinate with HCRMA for... <ul style="list-style-type: none"> • Proposed project ROW widths or Corridor maps, Construction plans of existing facilities and utilities if available, all other survey data and information for utilities. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required, etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control)
<u>ENG.</u>	<u>ROW Surv</u>	5.1.2	Identify and compile list of existing utility owners along, adjacent and crossing project. <ul style="list-style-type: none"> • If necessary, Recon project in the field observe utility locator markers, signs and above ground risers to Identify and compile a complete list of existing utility owners along, adjacent and crossing project.
<u>ENG.</u>	<u>ROW Surv</u>	5.1.3	Contact and provide utility owners with the project "footprint" and request location markup information of their utility. Suggested Utility owners might be: <ul style="list-style-type: none"> • Telecommunication companies for FIBER OPTICS or transmission lines • Irrigation Districts • HCDD#1 • Municipalities •
<u>ENG.</u>	<u>ROW Surv</u>	5.1.4	Contact TxDOT utility coordinator for permit records and/or as-built construction plans.
<u>ENG.</u>	<u>ROW Surv</u>	5.1.5	Contact and coordinate with Texas 811 (Dig Tess) to locate and mark underground utilities.
<u>ENG.</u>	<u>ROW Surv</u>	5.1.6	Contact and coordinate with Municipalities to locate and mark underground utilities.
<u>ENG.</u>	<u>ROW Surv</u>	5.1.7	Contact Texas Railroad Commission for major gas/oil transmission lines digital computer files and maps.
<u>ENG.</u>	<u>ROW Surv</u>	5.1.8	Attend all utility coordination meetings

**ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR**

5.2 Field Work Tasks.

<i>To be provided by:</i>			
	<u>ROW Surv</u>	5.2.1	<p>Complete the location of all above ground utility features that may have been missed in Attachment C.3 Topographic / Planimetric survey. Survey and measure all above ground risers for all underground or buried Utilities within surveyed corridor of project, including but not limited to:</p> <ul style="list-style-type: none"> • Description, size/ diameter, material, top and flow line elevations, direction of flow, and etc. of underground utility at manholes, inlets, vaults, standpipes, vents, valves, and etc. • Description, size/ diameter, material, direction of line, line connectivity, (if data is made available), natural ground elevations, at locations marked by Dig Tess and/or utility company/owner. • Description, size/ diameter, material, elevation / height, direction of line, line connectivity, and etc. of above ground / aerial utilities. <p>(See Attachment C.6 Special or Mitigation Surveys for special and detailed Utility Surveys at locations designated by design engineers as possible conflict with project plans, i.e., Potholing activities...)</p>
		5.2.2	N/A
		5.2.3	N/A

5.3 Office Work / Delivery Preparation Tasks

<i>To be provided by:</i>			
<u>ENG.</u>	<u>ROW Surv</u>	5.3.1	<p>Prepare and submit digital Utility (2D) Map. Show description, size/ diameter, material, top and flow line elevations, direction of flow, , line elevation / height, direction of line, line connectivity, Dig Tess and/or utility company/owner markings of all above ground and underground / buried utilities within surveyed corridor of project.</p>
		5.3.2	N/A
		5.3.3	N/A

**ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR**

6.0 Special or Mitigation Surveys

Surveys or services to obtain special details on specific aspects of the project not typically obtained during the performance of other surveying services or to obtain distinctive details on specific aspects outside the delineated project or survey area.

6.1 Surveys for Engineering Design

6.1.1 Bridges / Overpasses

Measurements to obtain cross sectional, (Elevation), details on bridges and bridge components such as columns, abutments, bents, bearing seat, bottom of deck, top of deck, bottom of beams, and other details requested by design engineer and Prepare cross sectional, (Elevation), details and exhibits.

Limits for this Service:

To Be Determined by Future Work Authorization

6.1.1.1 Coordination, Admin., Research and Abstracting Tasks.

<i>To be provided by:</i>			
<u>HCRMA / ENG.</u>	<u>ROW Surv</u>	6.1.1.1.1	Contact and Coordinate with HCRMA and Design Engineer for... <ul style="list-style-type: none"> Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc.
		6.1.1.1.2	N/A
		6.1.1.1.3	N/A

6.1.1.2 Field Work Tasks.

<i>To be provided by:</i>			
	<u>ROW Surv</u>	6.1.1.2.1	Measurements to obtain cross sectional, (Elevation), details on bridges and bridge components such as columns, abutments, bents, bearing seat, bottom of deck, top of deck, bottom of beams, and other details requested by design engineer.
		6.1.1.2.2	N/A
		6.1.1.2.3	N/A

6.1.1.3 Office Work / Delivery Preparation Tasks

<i>To be provided by:</i>			
	<u>ROW Surv</u>	6.1.1.3.1	Prepare cross sectional, (Elevation), details and exhibits as directed.
		6.1.1.3.2	N/A
		6.1.1.3.3	N/A

**ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR**

6.0 Special or Mitigation Surveys

6.1.2 Cross Culverts/Bridges

Measurements to obtain cross sectional, (Elevation), details on culvert components such as size, construction, apron, wingwalls, hydraulic openings, silting, and other details requested by design engineer and Prepare cross sectional, (Elevation), details and exhibits

Limits for this Service:

To Be Determined by Future Work Authorization

6.1.2.1 Coordination, Admin., Research and Abstracting Tasks.

<i>To be provided by:</i>				
<u>HCRMA / ENG.</u>	<u>ROW Surv</u>	6.1.2.1.1	Contact and Coordinate with HCRMA and Design Engineer for... <ul style="list-style-type: none"> Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. 	
		6.1.2.1.2	N/A	
		6.1.2.1.3	N/A	

6.1.2.2 Field Work Tasks.

<i>To be provided by:</i>				
	<u>ROW Surv</u>	6.1.2.2.1	Measurements to obtain cross sectional, (Elevation), details on bridges and bridge components such as columns, abutments, bents, bearing seat, bottom of deck, top of deck, bottom of beams, and other details requested by design engineer	
		6.1.2.2.2	N/A	
		6.1.2.2.3	N/A	

6.1.2.3 Office Work / Delivery Preparation Tasks

<i>To be provided by:</i>				
	<u>ROW Surv</u>	6.1.2.3.1	Prepare cross sectional, (Elevation), details and exhibits as directed.	
		6.1.2.3.2	N/A	
		6.1.2.3.3	N/A	

**ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR**

6.0 Special or Mitigation Surveys

6.1.3 Drainage Ditch / Irrigation Canal / Flood Control Structures

Measurements to obtain cross sectional, (Elevation), details on siphons, gates, weirs, and other open ditch and flood control structures at locations requested by design engineers and Prepare cross sectional, (Elevation), details and exhibits

Limits for this Service:

To Be Determined by Future Work Authorization

6.1.3.1 Coordination, Admin., Research and Abstracting Tasks.

<i>To be provided by:</i>			
<u>HCRMA / ENG.</u>	<u>ROW Surv</u>	6.1.3.1.1	Contact and Coordinate with HCRMA and Design Engineer for... <ul style="list-style-type: none"> Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc.
		6.1.3.1.2	N/A
		6.1.3.1.3	N/A

6.1.3.2 Field Work Tasks.

<i>To be provided by:</i>			
	<u>ROW Surv</u>	6.1.3.2.1	Measurements to obtain cross sectional, (Elevation), details on siphons, gates, weirs, and other open ditch and flood control structures at locations requested by design engineers.
		6.1.3.2.2	N/A
		6.1.3.2.3	N/A

6.1.3.3 Office Work / Delivery Preparation Tasks

<i>To be provided by:</i>			
	<u>ROW Surv</u>	6.1.3.3.1	Prepare cross sectional, (Elevation), details and exhibits as directed
		6.1.3.3.2	N/A
		6.1.3.3.3	N/A

**ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR**

6.0 Special or Mitigation Surveys

6.1.4 Utilities

Measurements to obtain cross sectional, (Elevation), details on underground/buried conduit. at locations requested by design engineers.

Limits for this Service:

To Be Determined by Future Work Authorization

6.1.4.1 Coordination, Admin., Research and Abstracting Tasks.

<i>To be provided by:</i>			
<u>ENG.</u>		6.1.4.1.1	Contact and Coordinate with... <ul style="list-style-type: none"> • Irrigation District • Drainage District • IBWC • Municipalities ... as to schedule for Potholing activities and Pothole locations designated by design engineers as possible conflict with project plans.
<u>ENG / HCRMA</u>	<u>ROW Surv</u>	6.1.4.1.2	Contact and Coordinate with HCRMA and Design Engineer for... <ul style="list-style-type: none"> • Pothole locations and potholing schedules needed. • ... and Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc.
		6.1.4.1.3	N/A

6.1.4.2 Field Work Tasks.

<i>To be provided by:</i>			
<u>UTIL Co.</u>	<u>ROW Surv</u>	6.1.4.2.1	Log and survey, depths and locations of "potholes".
		6.1.4.2.2	N/A
		6.1.4.2.3	N/A

6.1.4.3 Office Work / Delivery Preparation Tasks

<i>To be provided by:</i>			
<u>ENG.</u>	<u>ROW Surv</u>	6.1.4.3.1	Update digital Utility (3D) Map produce in Attachment C.5 Utility Surveys.
		6.1.4.3.2	N/A
		6.1.4.3.3	N/A

**ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR**

6.0 Special or Mitigation Surveys

6.1.5 Additional Topography and/or Planimetrics

Surveys for additional (DTM) and/or, Planimetrics outside the surveyed project route or corridor area/limits as requested by design engineers.

Limits for this Service:

To Be Determined by Future Work Authorization

6.1.5.1 Coordination, Admin., Research and Abstracting Tasks.

<i>To be provided by:</i>			
<u>ENG. / HCRMA</u>	<u>ROW Surv</u>	6.1.5.1.1	Contact and Coordinate with HCRMA and Design Engineer for... <ul style="list-style-type: none"> • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Locations / Areas needing additional elevations, cross sections, planimetrics and etc.
		6.1.5.1.2	N/A
		6.1.5.1.3	N/A

6.1.5.2 Field Work Tasks.

<i>To be provided by:</i>			
	<u>ROW Surv</u>	6.1.5.2.1	Survey and Cross section IBWC Levees that were recently modified and re-constructed and may be outside of the surveyed corridor area.
	<u>ROW Surv</u>	6.1.5.2.2	Survey and Cross section intersecting Highways, Streets, Roads, and etc. 500', (or to first break line whichever comes first), upstream for drainage mitigation.
	<u>ROW Surv</u>	6.1.5.2.3	Locate, Survey and Measure IBWC flood control structures that were recently added, modified and/or re-constructed and that may be outside the surveyed corridor area.

6.1.5.3 Office Work / Delivery Preparation Tasks

<i>To be provided by:</i>			
	<u>ROW Surv</u>	6.1.5.3.1	<u>RE-PROCESS</u> all survey data using and submit updated digital DTM and Planimetrics
		6.1.5.3.2	N/A
		6.1.5.3.3	N/A

**ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR**

6.0 Special or Mitigation Surveys

6.2 Surveys for Wet Lands / Environmental / Archeology Study's

Surveys and measurements for the support of the studies that will be performed by these disciplines.

Limits for this Service:

To Be Determined by Future Work Authorization

6.2.1 Coordination, Admin., Research and Abstracting Tasks.

<i>To be provided by:</i>					
<u>Others</u>	<u>ROW Surv</u>	6.2.1.1	Contact and Coordinate with HCRMA and Environmental / Archeologist for... <ul style="list-style-type: none"> • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Limits, locations, areas needing additional survey. 		
		6.2.1.2	N/A		
		6.2.1.3	N/A		

6.2.2 Field Work Tasks.

<i>To be provided by:</i>					
		6.2.2.1	N/A		
		6.2.2.2	N/A		
		6.2.2.3	N/A		

6.2.3 Office Work / Delivery Preparation Tasks

<i>To be provided by:</i>					
		6.2.3.1	N/A		
		6.2.3.2	N/A		
		6.2.3.3	N/A		

**ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR**

6.0 Special or Mitigation Surveys

6.3 Surveys for Hydrological / Drainage Study's

Surveys and measurements in support of the study of the surrounding watershed and cadastral drainage patterns.

Limits for this Service:

To Be Determined by Future Work Authorization

6.3.1 Coordination, Admin., Research and Abstracting Tasks.

<i>To be provided by:</i>				
<u>Others</u>	<u>ROW Surv</u>	6.3.1.1	Contact and Coordinate with HCRMA and Engineer for... <ul style="list-style-type: none"> • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Limits, locations, areas needing additional survey. 	
		6.3.1.2	N/A	
		6.3.1.3	N/A	

6.3.2 Field Work Tasks.

<i>To be provided by:</i>				
		6.3.2.1	N/A	
		6.3.2.2	N/A	
		6.3.2.3	N/A	

6.3.3 Office Work / Delivery Preparation Tasks

<i>To be provided by:</i>				
		6.3.3.1	N/A	
		6.3.3.2	N/A	
		6.3.3.3	N/A	

**ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR**

6.0 Special or Mitigation Surveys

6.4 Surveys for Geotechnical Studies

Surveys and measurements to stake the location, or, to record and report the location of soil borings and other geotechnical soil testing excavations.

Limits for this Service:

To Be Determined by Future Work Authorization

6.4.1 Coordination, Admin., Research and Abstracting Tasks.

<i>To be provided by:</i>			
<u>HCRMA / Geo</u>	<u>ROW Surv</u>	6.4.1.1	Contact and Coordinate with HCRMA and Geotech for... <ul style="list-style-type: none"> • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Intended or needed Bore Hole locations.
		6.4.1.2	N/A
		6.4.1.3	N/A

6.4.2 Field Work Tasks.

<i>To be provided by:</i>			
	<u>ROW Surv</u>	6.4.2.1	Stake out 28 bore holes / Field locate finished boreholes
		6.4.2.2	N/A
		6.4.2.3	N/A

6.4.3 Office Work / Delivery Preparation Tasks

<i>To be provided by:</i>			
		6.4.3.1	N/A
		6.4.3.2	N/A
		6.4.3.3	N/A

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

7.0 Right of Way Mapping and Parcel Tract Platting

Preparation of maps, plats, legal descriptions and all documents for the Final ROW Acquisition and monumenting of final Right of Way and Parcels.

Definitions and Concepts for use in this context and derived from the TxDOT and HCRMA Survey Manuals.

Parent Tracts are defined by contiguous ownership, i.e.:

... any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership.

... any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership and not divided by a public way, separate ownership or platted as a subdivision.

... any tract of land comprised of contiguous lots in a platted subdivision under a single ownership.

Parcels are defined and created by ownership and unity of use and are the actual real properties, or tracts, to be acquired by the HCRMA, whether through purchase, donation, or exchange.

... If a Parent Tract of contiguous properties has a unity of use, then two or more properties may be combined into one parcel.

... If a Parent Tract of contiguous properties does not have unity of use, then each property is a separate parcel.

... If a Parent Tract has different and discrete land use areas, then each land use area must be partitioned into separate parcels with a unique number. A Parcel, therefore, does not necessarily have a one-to-one correspondence to the property lines of the parent tract.

... if a Parent Tract is divided or severed by public ways or by separate ownership and does NOT have common underlying ownership then each property must be partitioned into separate parcels with a unique number.

... if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership but does NOT have unity of use then each property must be partitioned into separate parcels with a unique number.

... if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership and DOES have unity of use then each property may be partitioned into ONE Parcel and sub-partitioned into separate PARTS.

Limits for this service:

To Be Determined by Future Work Authorization

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

7.1 Coordination, Admin., Research and Abstracting Tasks.

<i>To be provided by:</i>			
HCRMA	ROW Surv	7.1.1	Contact and Coordinate with HCRMA for... <ul style="list-style-type: none"> FINAL and APPROVED ROW FOOTPRINT prepared by HCRMA Design Engineers. (See Attachment C.4 – Detailed Scope of Services for Boundary Survey). Any other information or data completed on the project to this point, i.e., final approved schematic, Planimetric Map of Project in MicroStation compatible format, Horizontal and Vertical projection, grid system and datum upon where the survey should be based and all other data the HCRMA has on hand.
HCRMA	ROW Surv	7.1.2	Deliver “Abstracts of Title” or “Title Reports” of Parent Tracts prepared by Title Co.
HCRMA	ROW Surv	7.1.3	Deliver HCRMA survey monument caps (if applicable)
HCRMA	ROW Surv	7.1.4	Review of the HCRMA Survey Manuel and Right of Way requirements and discuss... <ul style="list-style-type: none"> Parcel creation and numbering Requirements. The methodology of numbering ROW parcels must be correct and consistent to avoid problems in the appraisal process or with record maintenance through the ROW information system. Communicate regularly with the HCRMA for uniformity of Parcel creation methodology. ROW MAP Requirements. Parcel Plats and Parcel Descriptions Requirements.

7.2 Field Work Tasks.

<i>To be provided by:</i>			
	ROW Surv	7.2.1	Monument the final project ROW lines... <ul style="list-style-type: none"> Set a 5/8” diameter x 24” long rebar, capped with an “HCRMA ROW” aluminum disk along the ROW lines at all corners, angle points, and points of curvature and tangency.
	ROW Surv	7.2.2	Monument Parcel corners... <ul style="list-style-type: none"> Set 5/8” diameter x 18” long rebar, capped with an “HCRMA ROW” aluminum disk along ROW lines Set 1/2" diameter x 18” long rebar, capped with an appropriate cap bearing identification of the sub consultant Surveyor on interior corners (corners inside the taking)
	ROW Surv	7.2.3	Verify that all planimetric features of existing topo and planimetrics within the staked parcel are current. <ul style="list-style-type: none"> Exercise special care in observing both structure and aerial encroachments such as overhead electric and telephone lines with cross-arms.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

7.3 Office Work / Delivery Preparation Tasks

<i>To be provided by:</i>				
	<u>ROW Surv</u>	7.3.1	Analyze, define and create final Parcels and Parcel numbering plan. <ul style="list-style-type: none"> • See Parcel creation definition above. 	
	<u>ROW Surv</u>	7.3.2	Update existing Planimetric map with any new or missing features or encroachments.	
	<u>ROW Surv</u>	7.3.3	Prepare and Create ROW MAP including... <ul style="list-style-type: none"> • Title Sheet • Parcel Index Sheet • Control Sheet <ul style="list-style-type: none"> ○ (BMs set as per Attachment C.8 – Detailed scope of Service for Construction Staking will be the control on this sheet) • Plan Sheets 	
	<u>ROW Surv</u>	7.3.4	Prepare and create PARCEL PLATS and DESCRIPTIONS Prepare survey plats and metes and bounds descriptions as per HCRMA requirements for each Acquisition Parcel.	

**ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR**

8.0 Construction Control and Staking

Construction Control is indented for use by the contractor that will build the HCRMA facility. It will give the contractor a basis, or control to layout and construct the facility as per final design and construction plans. Construction Control is a series of "Benchmarks" established and setup no more than 1000 feet apart and in a "line of sight" pattern along and 1' inside one of the ROW lines. The purpose is mainly to enable the contractor to use conventional theodolite/robotic and leveling instrumentation where an occupied and backsight point is needed. Another use for secondary control can be for GPS RTK Rover and machine control checks initialization and calibration. The datum and values of secondary control will be derived from the Valley VRS Network.

Limits for this service:

To Be Determined by Future Work Authorization

8.1 Coordination, Admin., Research and Abstracting Tasks.

<i>To be provided by:</i>			
<u>HCRMA</u>	<u>ROW Surv</u>	8.1.1	Contact and Coordinate with HCRMA... <ul style="list-style-type: none"> Intended use of survey, Timing of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc.
		8.1.2	N/A
		8.1.3	N/A

8.2 Field Work Tasks.

<i>To be provided by:</i>			
	<u>ROW Surv</u>	8.2.1	Set and establish Benchmarks along and 1' inside one of the project's ROW line at no more than 1000' intervals. <ul style="list-style-type: none"> Set benchmarks by digging 8" diameter x 18" deep post hole... insert a 5/8" by 24" long iron rod in middle of hole... install HCRMA benchmark cap on rod... fill hole around rod with "Quikrete" cement. Mark with 4 foot wooden guard lathe marked with PGL station number.
	<u>ROW Surv</u>	8.2.2	Survey each benchmark using GPS RTK "Control Observation" procedures for horizontal value.
	<u>ROW Surv</u>	8.2.3	Survey each bench mark using 3-wire leveling procedures for vertical value.
	<u>ROW Surv</u>	8.2.4	Stake PGL, or under mitigating circumstances, stake offset baseline at all Deflection PI's, PC's, PT's and 1000' (EVEN STATION) POT's. <ul style="list-style-type: none"> Stake PGL point using 1/2" x 18" long iron rod, (do not cap) and 4 foot wooden guard lathe marked with station number. Stake PGL using GPS RTK "Stakeout" procedures for horizontal value. Do not assign vertical value to PGL points. These points are for horizontal use only.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

8.3 Office Work / Delivery Preparation Tasks

<i>To be provided by:</i>			
	<u>ROW Surv</u>	8.3.1	Prepare and create the Control Sheets to be included in the final ROW MAP. <ul style="list-style-type: none"> • Control Sheets will contain a detail for each Benchmark established along the ROW line. Each detail will show a location sketch and all data related to the Benchmark. Station, Offset and Elevation values will be highlighted and pronounced as this will be the values most important to construction.
		8.3.2	N/A
		8.3.3	N/A

**ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR**

9.0 Right of Entry Acquisition

As with any survey, permission to enter property must be obtained and arrangements must be made with property owners, tenants, or agents responsible for the property. Letters of Entry must be obtained before the surveyor is allowed to perform any surveying activities on the project.

Limits for this service:

To Be Determined by Future Work Authorization

9.1 Coordination, Admin., Research and Abstracting Tasks.

<i>To be provided by:</i>			
	<u>ROW Surv</u>	9.1.1	Identify properties along, adjacent and crossing project that may require entry and obtain ownership and address information.
	<u>ROW Surv</u>	9.1.2	Coordinate with HCRMA Program Management as to a) form and content of letter... b) extent of permissions to request... c) general procedures to be followed and HCRMA requirements.
	<u>ROW Surv</u>	9.1.3	N/A

9.2 Field Work Tasks.

<i>To be provided by:</i>			
	<u>ROW Surv</u>	9.2.1	If contact with property owner through mail-out attempts fail, attempt personal visit to property owner.
	<u>ROW Surv</u>	9.2.2	N/A
	<u>ROW Surv</u>	9.2.3	N/A

9.3 Office Work / Delivery Preparation Tasks

<i>To be provided by:</i>			
HCRMA	<u>ROW Surv</u>	9.3.1	Prepare and address ROE letters and mail out via registered mail.
HCRMA	<u>ROW Surv</u>	9.3.2	Receive ROE letters from property owners and track responses on prescribed spreadsheet. (Permitted, not permitted, non respondents and etc.)
	<u>ROW Surv</u>	9.3.3	Prepare and submit Tax Parcel Map showing a graphical ownership ROE status report.

ATTACHMENT D
WORK AUTHORIZATION

ATTACHMENT D-1

**WORK AUTHORIZATION NO. _____
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 Surveying Services” (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and ROW Surveying Services, LLC (the Surveyor).

PART I. The Surveyor will perform surveying 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 Surveyor 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 Surveyor’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 Surveyor 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 Surveying Services for SH 365 Segment 0010 project from the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493.

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

THE SURVEYOR

THE AUTHORITY

(Signature)
Julio C. Cerda

(Printed Name)
President

(Title)

(Date)

(Signature)

(Printed Name)

(Title)

(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

ATTACHMENT D-2

**SUPPLEMENTAL WORK AUTHORIZATION NO. ____
TO WORK AUTHORIZATION NO. ____
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” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and ROW Surveying Services, LLC (the Surveyor).

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 SURVEYOR

THE AUTHORITY

(Signature)
Julio C. Cerda

(Printed Name)
President

(Title)

(Date)

(Signature)

(Printed Name)

(Title)

(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	
<u>X</u>	Lump Sum	The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and fixed fee. The Surveyor shall be paid pro rata based on the percentage of work completed. For payment the Surveyor 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 Surveyor shall be paid based on the type and number of units fully completed and the respective unit cost. For payment, the Surveyor 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	<p>Payment shall be based on direct and indirect costs incurred <u>plus</u> a pro rata share of the fixed fee based on the ratio of <u>labor and overhead cost incurred</u> to <u>total estimated labor and overhead cost in the FCP</u> or the percentage of work completed. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Surveyor 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.</p> <p style="margin-left: 40px;">__A. Actual Cost Plus Fixed Fee - Actual wages are paid (no minimum, no maximum).</p> <p style="margin-left: 40px;">__B. Range of Cost Plus Fixed Fee – Actual wages <u>must</u> be within the allowable range shown on the Final Cost Proposal.</p>

A. REFER TO ATTACHMENT E-2 FOR HOURLY SPECIFIED / LUMP SUM RATE SCHEDULE FOR EACH FIRM

**ATTACHMENT E - 2
RATE SHEETS**

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

PRIME OR SUBPROVIDER NAME: R.O.W. Surveying Services, LLC

Direct Labor	Negotiated	Contract Rate			
Labor/Staff Classification	Hourly Base Rate	FY 14/15			
Principal / Sr. Manager / Senior Survey Manager		\$200.00			
Project Surveyor (RPLS)		\$150.00			
Senior Survey Tech / SIT		\$105.00			
Survey Technician		\$75.00			
CADD Operator		\$65.00			
Clerical / Admin.		\$50.00			
Abstractor		\$65.00			
1-Person Survey Crew		\$80.00			
2-Person Survey Crew		\$130.00			
3-Person Survey Crew		\$168.00			
4-Person Survey Crew		\$198.00			
Negotiated Overhead Rate:	0.0%				
Negotiated Profit Rate:	0.0%				

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 required. 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 - Physical percent complete to be billed. Documentation of hours 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

NOTES:
 1.) In all future Work Authorizations after Work Authorization No.1; the Administrative Assistant cost will be absorbed in the overall multiplier; unless specific task are approved by the Authority allowing the Administrative Assistant's time to be allotted for task outside the overall multiplier.
 2.) Engineer and Board will review rates after the year 2013 to determine if any rates need to be escalated for inflation which if required will not exceed 2% per annum. If agreed that rates need to be modified; then all rate changes will be modified by Work Authorization and will require Board approval.
 3.) The Engineer's policy is to prepare its overhead schedules which supports the statement of Direct Labor; Fringe Benefits and General Overhead, on the basis of accounting prescribed by the Federal Acquisition Regulations (FAR); Title 48, Parts 31.105 and 31.2. The General Overhead Item consists of indirect labor which is labor not directly charged to a specific task on an individual project; federal income tax; insurance; allowable bad debt expense; depreciation and amortization; building services;

**ATTACHMENT E - 2
RATE SHEETS**

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

PRIME OR SUBPROVIDER NAME: Mawyer Land Surveying

Direct Labor	Negotiated	Contract Rate			
Labor/Staff Classification	Hourly Base Rate	FY 14/15			
Principal / Sr. Manager / Senior Survey Manager		\$200.00			
Project Surveyor (RPLS)		\$150.00			
Senior Survey Tech / SIT		\$105.00			
Survey Technician		\$75.00			
CADD Operator		\$65.00			
Clerical / Admin.		\$50.00			
Abstractor		\$65.00			
1-Person Survey Crew		\$80.00			
2-Person Survey Crew		\$130.00			
3-Person Survey Crew		\$168.00			
4-Person Survey Crew		\$198.00			
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 required. 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 - Physical percent complete to be billed. Documentation of hours 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

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**ATTACHMENT E - 2
RATE SHEETS**

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

PRIME OR SUBPROVIDER NAME: Camacho-Hernandez

Direct Labor	Negotiated	Contract Rate			
Labor/Staff Classification	Hourly Base Rate	FY 14/15			
Principal / Sr. Manager / Senior Survey Manager		\$200.00			
Project Surveyor (RPLS)		\$150.00			
Senior Survey Tech / SIT		\$105.00			
Survey Technician		\$75.00			
CADD Operator		\$65.00			
Clerical / Admin.		\$50.00			
Abstractor		\$65.00			
1-Person Survey Crew		\$80.00			
2-Person Survey Crew		\$130.00			
3-Person Survey Crew		\$168.00			
4-Person Survey Crew		\$198.00			
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 required. 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 - Physical percent complete to be billed. Documentation of hours 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

NOTES:
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 3.) The Engineer's policy is to prepare its overhead schedules which supports the statement of Direct Labor; Fringe Benefits and General Overhead, on the basis of accounting prescribed by the Federal Acquisition Regulations (FAR); Title 48, Parts 31.105 and 31.2. The General Overhead Item consists of indirect labor which is labor not directly charged to a specific task on an individual project; federal income tax; insurance; allowable bad debt expense; depreciation and amortization; building services;

**ATTACHMENT E - 2
RATE SHEETS**

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

PRIME OR SUBPROVIDER NAME: South Texas Infrastructure Group, LLC

Direct Labor	Negotiated	Contract Rate			
Labor/Staff Classification	Hourly Base Rate	FY 14/15			
Principal / Sr. Manager / Senior Survey Manager		\$200.00			
Project Surveyor (RPLS)		\$150.00			
Senior Survey Tech / SIT		\$105.00			
Survey Technician		\$75.00			
CADD Operator		\$65.00			
Clerical / Admin.		\$50.00			
Abstractor		\$65.00			
1-Person Survey Crew		\$80.00			
2-Person Survey Crew		\$130.00			
3-Person Survey Crew		\$168.00			
4-Person Survey Crew		\$198.00			
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 required. 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 - Physical percent complete to be billed. Documentation of hours 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

NOTES:
 1.) In all future Work Authorizations after Work Authorization No.1; the Administrative Assistant cost will be absorbed in the overall multiplier; unless specific task are approved by the Authority allowing the Administrative Assistant's time to be allotted for task outside the overall multiplier.
 2.) Engineer and Board will review rates after the year 2013 to determine if any rates need to be escalated for inflation which if required will not exceed 2% per annum. If agreed that rates need to be modified; then all rate changes will be modified by Work Authorization and will require Board approval.
 3.) The Engineer's policy is to prepare its overhead schedules which supports the statement of Direct Labor; Fringe Benefits and General Overhead, on the basis of accounting prescribed by the Federal Acquisition Regulations (FAR); Title 48, Parts 31.105 and 31.2. The General Overhead Item consists of indirect labor which is labor not directly charged to a specific task on an individual project; federal income tax; insurance; allowable bad debt expense; depreciation and amortization; building services;

ATTACHMENT F
WORK SCHEDULE



IBTC SURVEY SERVICES
 FROM THE INTERCHANGE WITH SH665 TO I-2
 AND FROM THE VALLEY VIEW INTERCHANGE TO FM 493
ATTACHMENT F WORK SCHEDULE



ID	Task Name	Duration	Start	Finish	2017	2018
1	IBTC SURVEY CONTRACT	424 days	Tue 11/15/16	Fri 6/29/18	[Gantt chart showing a long bar from 11/15/16 to 6/29/18]	
2	CONTRACT EXECUTED	0 days	Tue 11/15/16	Tue 11/15/16	◆ 11/15	
3	ROW MAPPING	32 days	Tue 11/15/16	Wed 12/28/16	[Bar from 11/15/16 to 12/28/16]	
4	INFILL TOPO	32 days	Tue 11/15/16	Wed 12/28/16	[Bar from 11/15/16 to 12/28/16]	
5	SPECIAL SURVEYS	32 days	Tue 11/15/16	Wed 12/28/16	[Bar from 11/15/16 to 12/28/16]	
6	CONTRACT COMPLETE	1 day	Fri 6/29/18	Fri 6/29/18	[Diamond at 6/29/18]	

Project: IBTC Survey Schedule
 Date: Wed 11/2/16

Task: [Bar] Milestone: [Diamond] Project Summary: [Bar] External Milestone: [Diamond] Inactive Milestone: [Bar] Manual Task: [Bar] Manual Summary Rollup: [Bar] Start-only: [Bar] Deadline: [Bar] Manual Progress: [Bar]
 Split: [Bar] Summary: [Bar] External Tasks: [Bar] Inactive Task: [Bar] Inactive Summary: [Bar] Duration-only: [Bar] Manual Summary: [Bar] Finish-only: [Bar] Progress: [Bar]

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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 Surveyor 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 (XXXXXXXX)
 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

ATTACHMENT G

Contract Deliverables/Computer Graphics Files for Document and Information Exchange (if determined by the Authority to be applicable to this Agreement)

- c. DESIGN
 - d. ENVIRONMENTAL
 - e. ROW
 - i. Division
 - ii. Owners
 - iii. SUE
11. UTILITIES
- a. Electric
 - b. Gas
 - c. Waste Water
 - i. Surveying Firm
 - d. Water
 - i. Surveying 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

ATTACHMENT G

Contract Deliverables/Computer Graphics Files for Document and Information Exchange (if determined by the Authority to be applicable to this Agreement)

- 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 surveying 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

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**

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.

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**

(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

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**

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)

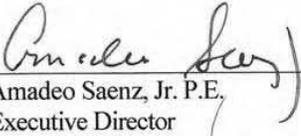
**MEMORANDUM OF UNDERSTANDING
REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF
TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS
ENTERPRISE PROGRAM BY
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

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

HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

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

By: 
Dennis Burleson
Chairman

Date: 3/13/08

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.**

<p>Federally Funded Contracts</p> <p>Attachment H-FG, Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts</p> <ul style="list-style-type: none">◆ 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.
<p>Attachment H-FN, Disadvantaged Business Enterprise (DBE) for Race Neutral Professional or Technical Services Contracts</p> <ul style="list-style-type: none">◆ 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.
<p>Attachment H-3, Texas Department of Transportation Subprovider Monitoring System for Federally Funded Contracts. This is a Monthly Progress Assessment Report.</p> <ul style="list-style-type: none">◆ 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.
<p>Attachment H-5, Federal Subprovider and Supplier Information Required for all federally funded contracts.</p>

Attachment H-Instructions (Continued)

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

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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

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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.

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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

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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 are required 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: ROW Surveying Services, LLC Total Contract Amount: \$25,000.00

Prime Provider Info: DBE ___ HUB ___ Both X

Vendor ID #: 14620943887

DBE/HUB Expiration Date: 04/30/2017

(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 *
D.A. Mawyer Land Surveying	Surveying	12751028114	N/A		
South Texas Infrastructure Group, LLC	Engineering	14620943085	D/H	D:04/30/17 H: 04/30/17	
Camacho-Hernandez	Engineering	18304139563	D/H	D: 05/31/17 H: 06/06/17	
Subprovider(s) Contract or % of Work* Totals					XX%

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

Total DBE or HUB Commitment Dollars \$000,000.00 ()

Total DBE or HUB Commitment Percentages of Contract _____ % ()

(Commitment Dollars and Percentages are for Subproviders only)

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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: ___ N/A ___ and attach with the work authorization or supplemental work authorization.**

Contract #: _____ Assigned Goal: 12.2% Prime Provider ROW Surveying Services, LLC

Work Authorization (WA)#: 1 WA Amount: \$000,00.00 Date: XX/XX/XX

Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____

Revised WA Amount: _____

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
Survey	\$00,000.00
FC	\$0
Total Commitment Amount <i>(Including all additional pages.)</i>	\$0

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: ROW Surveying Services, LLC Address: 900 S. Stewart Rd, Suite 11 Mission, Texas 78572 VID Number: 14620943887 PH: (956) 451-2670; FX: (956) 583-7116 Email: julio@southtexasig.com	Name: <u>Julio C. Cerda</u> <i>(Please Print)</i> Title: <u>President</u> Signature Date
DBE/HUB Sub Provider Subprovider Name: VID Number: Address: PH: (XXX) XXX-XXXX; FX: (XXX) XXX-XXXX Email:	Name: _____ <i>(Please Print)</i> Title: _____ Signature Date
DBE/HUB Sub Provider Subprovider Name: VID Number: Address: PH: (XXX) XXX-XXXX; FX: (XXX) XXX-XXXX Email:	Name: _____ <i>(Please Print)</i> Title: _____ Signature Date

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

Contract #: _____
 Date of Execution: _____
 Prime Provider: ROW Surveying Services, LLC
 Work Authorization No. : 1

Original Contract Amount: \$25,000.00
 Approved Supplemental Agreements: \$0
 Total Contract Amount: \$25,000.00
 Work Authorization Amount: \$000,000.00

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
	D.A. Mawyer Land Surveying	Surveying	TBD				
	South Texas Infrastructure Group, LLC	Engineering	TBD				
	Camacho-Hernandez	Engineering	TBD				

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: \$25,000.00

Total Contract Amount: \$ _____

Contract Number: _____

Vendor ID #	Subprovider	Total \$ Amount Paid to Date
12751028114	D.A. Mawyer Land Surveying	
14620943085	South Texas Infrastructure Group, LLC.	
18304139563	Camacho-Hernandez	
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: _____

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DBE-H4.A

ATTACHMENT H-7
DBE CERTIFICATIONS

Vendor Information

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Vendor Information

Business Name **Camacho- Hernandez & Associates, LLC**

Owner **Mr John Hernandez**

Address **415 Embassy Oaks, Ste. 205**
 > [Map This Address](#) **San Antonio, TX 78216**

Phone **210-341-6200**

Fax **210-341-6300**

Email **info@camachohernandez.com**

Certification Information

Certifying Agency **South Central Texas Regional Certification Agency**

Certification Type **DBE - Disadvantaged Business Enterprise**

Certified Business Description **Civil Engineering Professional Services**

Commodity Codes

Code	Description
NAICS 541330	Civil engineering services

Additional Information

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Vendor Information

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Vendor Information

Business Name **R.O.W. SURVEYING SERVICES, LLC**
Owner **Mr. Julio Cerda**
Address **900 S. Stewart Road, Suite 13**
 > [Map This Address](#) **MISSION, TX 78572**
Phone **956-424-3335**
Fax **956-424-3132**
Email **JULIO@SOUTHTEXASIG.COM**

Certification Information

Certifying Agency **Texas Department of Transportation**
Certification Type **DBE - Disadvantaged Business Enterprise**
Certified Business Description **Surveying and Mapping (except Geophysical) Service**

Commodity Codes

Code	Description
NAICS 541370	Surveying and Mapping (except Geophysical) Services
TxDOT 12	Professional Services - includes consulting engineers, architects, and surveyors

Additional Information

Work Districts/Regions **All work districts/regions**

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Vendor Information

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Vendor Information

Business Name **South Texas Infrastructure Group, LLC**

Owner **Mr. Julio Cerda**

Address **1602 Solar Drive**
 > [Map This Address](#) **Mission, TX 78574**

Phone **956-424-3335**

Fax **956-424-3132**

Email **Julio@southexasig.com**

Certification Information

Certifying Agency **Texas Department of Transportation**

Certification Type **DBE - Disadvantaged Business Enterprise**

Certified Business Description **Professional Services: Engineering**

Commodity Codes

Code	Description
NAICS 541330	Engineering services
TxDOT 12	Professional Services - includes consulting engineers, architects, and surveyors

Additional Information

Work Districts/Regions **All work districts/regions**

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CAMACHO-HERNANDEZ & ASSOCIATES, L.L.C.

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1830413956300 / 46246
Vendor Name	CAMACHO-HERNANDEZ & ASSOCIATES, L.L.C.
Vendor Address	415 EMBASSY OAKS SUITE 205 SAN ANTONIO, TX 78216-2040 USA
County	BEXAR
Contact	JOHN HERNANDEZ
Phone/Fax	210-341-6200/210-341-6300
Email Address	info@camachohernandez.com
Website	
Business Description	CIVIL ENGINEERING SERVICES
Business Category	Architectural/Engineering And Surveying (05)
Small Business	Yes
CMBL Status	Active Bidder
CMBL Expires	20-APR-2017
HUB Status	Active Bidder (A - Approved: Active Texas certified HUB)
HUB Expires	06-JUN-2017
HUB Eligibility	HI (Hispanic American)
HUB Gender	M

Vendor Performance	Score
Commodity Delivery	* —
Commodity Performance	* —
Service Delivery	* —
Service Performance	* —
Non-Scored Reports:	Satisfact
Delegated, Exempt, and Blanket POs	<u>0</u>
Exceptional Performance Reports	

Class Commodity Description (bold for all items in class)
Item

918	CONSULTING SERVICES
918-42	Engineering Consulting (Inactive, please see commodity code 907-40 effective January 1, 2016)
925	ENGINEERING SERVICES, PROFESSIONAL
925-17	Civil Engineering
925-28	Drainage Engineering
925-33	Engineer Services, Professional (Inactive, effective January 1, 2016)
925-44	General Construction: Management, Scheduling, Cost Estimation Engineering
925-49	Highways, Streets, Airport Pay-Parking Lots Engineering
925-58	Irrigation; Drainage; Flood Control Engineering
925-61	Land Development and Planning Engineering
925-70	Municipal Engineering
925-93	Traffic and Transportation Engineering
	Commodity items shown above are available for district(s) 1,2,3,4,6,7,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25

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R.O.W. SURVEYING SERVICES, LLC

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1462094388700 / 480051
Vendor Name	R.O.W. SURVEYING SERVICES, LLC
Vendor Address	900 S STEWART RD STE 13 MISSION, TX 78572-6461 USA
County	HIDALGO
Contact	Julio Cerda
Phone/Fax	956-424-3335/956-424-3132
Email Address	jcerdape@yahoo.com
Website	
Business Description	General Surveying Services
Business Category	Architectural/Engineering And Surveying (05)
Small Business	Yes
CMBL Status	Active Bidder
CMBL Expires	05-MAR-2017
HUB Status	Active Bidder (A - Approved: Active Texas certified HUB)

Vendor Performance	Score	# of POs
Commodity Delivery	* —	0
Commodity Performance	* —	0
Service Delivery	* —	0
Service Performance	* —	0
Non-Scored Reports:	Satisfactory	Unsatisfactory
Delegated, Exempt, and Blanket POs	<u>0</u>	<u>0</u>
Exceptional Performance Reports		<u>0</u>

HUB Expires	30-APR-2018
HUB Eligibility	<u>HI (Hispanic American)</u>
HUB Gender	<u>M</u>

Class Item	Commodity Description (bold for all items in class)
925	ENGINEERING SERVICES, PROFESSIONAL
925-86	Surveyor Services, Land
	Commodity items shown above are available for district(s) 15,16,21,22

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SOUTH TEXAS INFRASTRUCTURE GROUP, LLC

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1462094308500 / 480050
Vendor Name	SOUTH TEXAS INFRASTRUCTURE GROUP, LLC
Vendor Address	900 S STEWART RD STE 13 MISSION, TX 78572-6461 USA
County	HIDALGO
Contact	Julio Cerda
Phone/Fax	956-424-3335/956-424-3132
Email Address	jcerdape@yahoo.com
Website	
Business Description	Civil Engineering and general engineering services.
Business Category	Architectural/Engineering And Surveying (05)
Small Business	Yes
CMBL Status	Active Bidder
CMBL Expires	05-MAR-2017

Vendor Performance	Score	# of POs
Commodity Delivery	* —	0
Commodity Performance	* —	0
Service Delivery	* —	0
Service Performance	* —	0
Non-Scored Reports:	Satisfactory	Unsatisfactory
Delegated, Exempt, and Blanket POs	<u>0</u>	<u>0</u>
Exceptional Performance Reports	<u>0</u>	

HUB Status	<u>Active Bidder (A - Approved; Active Texas certified HUB)</u>
HUB Expires	30-APR-2017
HUB Eligibility	<u>HI (Hispanic American)</u>
HUB Gender	<u>M</u>

Class Commodity Description Item (bold for all items in class)	
925	ENGINEERING SERVICES, PROFESSIONAL
925-17	Civil Engineering
925-19	Concrete Engineering
925-28	Drainage Engineering
925-33	Engineer Services, Professional (Inactive, effective January 1, 2016)
925-35	Environmental Engineering
925-36	Engineering Services (Not Otherwise Classified)
925-38	Field Engineering
925-42	Foundation Engineering
925-44	General Construction: Management, Scheduling, Cost Estimation Engineering
925-49	Highways, Streets, Airport Pay- Parking Lots Engineering
925-55	Inspecting, General Engineering
925-58	Irrigation; Drainage; Flood Control Engineering
925-61	Land Development and Planning Engineering
925-70	Municipal Engineering
925-83	Sanitary Engineering

925-86	Surveyor Services, Land
925-92	Value Engineering and Value Analysis, Professional
925-93	Traffic and Transportation Engineering
925-95	Utilities, Gas, Steam, Electric Engineering
925-96	Waste Water Treatment Engineering
925-97	Water Supply, Treatment, and Distribution Engineering
	Commodity items shown above are available for district(s) 15,16,21,22

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ATTACHMENT I
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/29/2014

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 Willis of Texas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com												
INSURER(S) AFFORDING COVERAGE													
INSURED South Texas Infrastructure Group LLC; R.O.W. Surveying Services, LLC 900 S Stewart #11 Mission, TX 78572	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A: Sentinel Insurance Company Ltd.</td> <td style="text-align: right;">NAIC # 11000</td> </tr> <tr> <td>INSURER B: Trumbull Insurance Company</td> <td style="text-align: right;">27120</td> </tr> <tr> <td>INSURER C: Underwriters Lloyds Insurance Company</td> <td style="text-align: right;">37559</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Sentinel Insurance Company Ltd.	NAIC # 11000	INSURER B: Trumbull Insurance Company	27120	INSURER C: Underwriters Lloyds Insurance Company	37559	INSURER D:		INSURER E:		INSURER F:	
INSURER A: Sentinel Insurance Company Ltd.	NAIC # 11000												
INSURER B: Trumbull Insurance Company	27120												
INSURER C: Underwriters Lloyds Insurance Company	37559												
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES

CERTIFICATE NUMBER: W378063

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			65 SBA IX7735	04/10/2014	04/10/2015	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y				GEN'L AGGREGATE LIMIT APPLIES PER:	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR							MED EXP (Any one person)	\$ 10,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GENERAL AGGREGATE			\$ 2,000,000					
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$	
								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			65 WBC AH9283	04/10/2014	04/10/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	\$	
B	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	N/A				Y	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
									E.L. DISEASE - POLICY LIMIT
C	Professional Liability						\$1,000,000 Per Claim		
							\$1,000,000 Aggregate		
							\$5,000 Retention Per Claim		

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

Hidalgo County Regional Mobility Authority (HCRMA) is included as an Additional Insured as respects to General Liability.

Waiver of Subrogation applies in favor of Hidalgo County Regional Mobility Authority (HCRMA) with respects to General Liability and Workers Compensation as permitted by law.

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County Regional Mobility Authority (HCRMA) Attn: Pilar Rodriguez, Executive Director 118 South Cage Boulevard, 4th Floor Pharr, TX 78577	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Brian Lewis</i></p>
---	--



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

*1500265AH92830101 19927

Policy Number: 65 WBC AH9283

Endorsement Number:

Effective Date: 04/10/14 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: SOUTH TEXAS INFRASTRUCTURE R.O.W. SURVEYING SERVICE 900 S STEWART RD STE 11 MISSION, TX 78572

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

SCHEDULE

- 1. () Specific Waiver

Name of person or organization:

- (X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations:

SURVEYING

- 3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

- 4. Advanced Premium:

Countersigned by _____ Authorized Representative

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.

SURVEYOR: R.O.W. Surveying Services, LLC.

BY: _____

Julio Cerda

DATE: 05/29/14

ATTACHMENT J

CONFLICTS CERTIFICATION

1. Business Relationships:

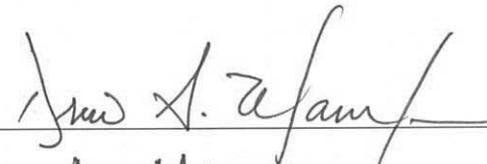
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SURVEYOR: 
BY: DREW A. MAWYER
DATE: 5/28/2014

ATTACHMENT J

CONFLICTS CERTIFICATION

1. Business Relationships:

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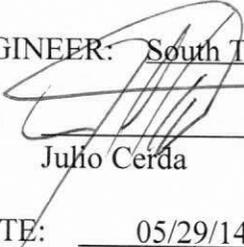
2. Adverse Matters:

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.

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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: South Texas Infrastructure Group, LLC.

BY: 
Julio Cerda

DATE: 05/29/14

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 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.

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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: Camacho-Hernandez & Associates, LLC

BY: John Hernandez, P.E., President 

DATE: 05/29/14

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

Date Received

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.

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

N/A

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

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

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

N/A

Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

4 R.O.W. Surveying Services, LLC.

Signature of person doing business with the governmental entity

05/29/14

Date

CONFLICT OF INTEREST QUESTIONNAIRE

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For vendor or other person doing business with local governmental entity

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OFFICE USE ONLY

Date Received

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NOT APPLICABLE

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Name of Officer

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Yes No

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Yes No

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

4 *Drew A. Wampler*
Signature of person doing business with the governmental entity

5/28/2014
Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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OFFICE USE ONLY

Date Received

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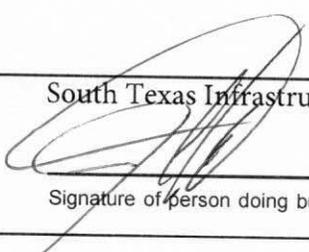
Yes No

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 South Texas Infrastructure Group, LLC.



Signature of person doing business with the governmental entity

05/29/14

Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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OFFICE USE ONLY

Date Received

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

Camacho-Hernandez & Associates, LLC

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(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.

Hidalgo County Regional Mobility Authority

Name of Officer

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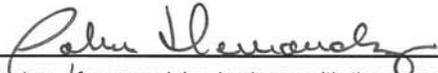
Yes No

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

05/29/14

Date

ATTACHMENT J
CONFLICTS CERTIFICATION

1. Business Relationships:

The RMA has adopted a conflict of interest policy which generally requires disclosure of any business relationships with RMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy for Consultants, the list of Board Members and Key Personnel, and the Disclosure Form can be obtained from the RMA website (www.hcrma.net). Surveyor all any sub consultants to Surveyor shall adhere to this policy and provide any required disclosures.

2. Adverse Matters:

Surveyor must disclose conflicts of interest by identifying any matter in which the Surveyor 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 Surveyor shall ensure that, during the term of the Agreement, the Surveyor, including any of its principals, will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of Surveyor'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 Surveyor warrants that, in the performance of the Agreement, the Surveyor shall not employ any person, or subcontract with any entity, having such known interest.

SURVEYOR: ROW SURVEYING SERVICES, LLC

BY: _____

DATE: _____

**ATTACHMENT K
DEBARMENT CERTIFICATION**



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

- (1) The PROVIDER certifies to the best of its knowledge and belief that it and its principals:
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and
(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

R.O.W. Surveying Services, LLC.

Name of Provider

Handwritten signature of the certifying official

Signature of Certifying Official

C.E.O./Owner

Title of Certifying Official

05/29/14

Date

- (2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

Exceptions will not necessarily result in denial of award. Providing false information may result in criminal prosecution or administrative sanctions.

* federal, state or local



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

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(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.

D. A. Mawyer Land Surveying, Inc.

Name of Provider

Signature of Certifying Official

PRESIDENT

Title of Certifying Official

05/28/2014

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



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

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 - (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;
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 - (e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

South Texas Infrastructure Group, LLC.

Name of Provider

Signature of Certifying Official

C.E.O./Owner

Title of Certifying Official

05/29/14

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.

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

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(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;
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Camacho-Hernandez & Associates, LLC

Name of Provider

[Handwritten Signature]

Signature of Certifying Official

President

Title of Certifying Official

05/29/14

Date

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* federal, state or local

Item 3A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3A </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 11/07/16 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 11/15/16 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2016-128 – APPROVAL OF AWARD OF CONTRACT FOR INSURANCE BROKER SERVICES FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.**

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

Consideration and approval of award of contract for Insurance Broker Services for the Hidalgo County Regional Mobility Authority.

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 2016-128 – Approval of Award of Contract for Insurance Broker Services for the Hidalgo County Regional Mobility Authority 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 Auditor’s Recommendation: X Approved Disapproved None

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

11. Construction Engineer’s Recommendation: Approved Disapproved X None

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



Memorandum

To: S. David Deanda, Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: November 7, 2016
Re: **Resolution 2016-128 - Approval of Award of Contract for Insurance Broker Services for the Hidalgo County Regional Mobility Authority**

Background

On September 21, 2016, the Authority solicited Requests for Proposals (RFP) to provide Insurance Broker Services to the authority. On October 31, 2016, the Authority received two responses to the Request for Proposals for licensed insurance broker services from the Klement Group and Shepard Walton King.

Goal

To comply with State Infrastructure Bank loan agreement terms, which requires the Authority to keep Authority System and its use and operation insured at all times in such amounts, subject to such exceptions and deductibles and against such risks, as are customary for similar organizations, including business interruption.

Options

The Board of Directors may opt to not award the contract and re-solicit proposals for insurance broker services.

Recommendation

Based on review by this office, **approval of Resolution 2016-128 – Approval of Award of Contract for Insurance Broker Services for the Hidalgo County Regional Mobility Authority is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2016-128

APPROVAL OF AWARD OF CONTRACT FOR INSURANCE BROKER
SERVICES FOR THE HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

THIS RESOLUTION is adopted this 15th day of November, 2016 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, on April 21, 2005, Hidalgo County (the “County”) petitioned the Texas Transportation Commission (the “Commission”) for authorization to create the Hidalgo County Regional Mobility Authority (the “Authority”) pursuant to the provisions of the Texas Transportation Code; and

WHEREAS, the Commission authorized the creation of the Authority on November 17, 2005; and

WHEREAS, the Authority now operates pursuant to, among other statutory provisions, Chapters 370 and 502, Texas Transportation Code, and the corresponding Commission regulations, policies and procedures, as amended from time to time (collectively, the “Authorizing Law”); and

WHEREAS, the Authority is required in the State Infrastructure Bank loan agreement to keep Authority System and its use and operation insured at all times in such amounts, subject to such exceptions and deductibles and against such risks, as are customary for similar organizations, including business interruption insurance ; and

WHEREAS, the Authority has determined to seek the services of a licensed Insurance Broker to advice on insurance coverage for the Authority; and

WHEREAS, on August 19, 2016, the Authority solicited Requests for Proposals to provide Insurance Broker Services to the Authority; and

WHEREAS, on September 20, 2016, the Authority did not receive responses to the Request for Proposals for Insurance Broker Service; and

WHEREAS, on September 21, 2016, the Authority again solicited Requests for Proposals to provide Insurance Broker Services to the Authority; and

WHEREAS, on October 31, 2016, the Authority received two (2) responses to the Request for Proposals for Insurance Broker Services; and

WHEREAS, the Authority’s staff is recommending that the Board of Directors accept the short list and interview the Klement Group and Shepard Walton King; and

WHEREAS, the Board of Directors will rate and rank the short list; and

WHEREAS, the Board of Directors ranked _____the top firm and determined it is necessary to execute an agreement;

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. The Board of Directors approves the ranking and selects the top firm of _____for Insurance Broker Services for the Hidalgo County Regional Mobility Authority, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to negotiate fees and execute an engagement letter with the selected firm.

* * *

PASSED AND APPROVED AS TO BE EFFETIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 15th day of November 2016, at which meeting a quorum was present.

S. David Deanda Jr, Chairman

Ricardo Perez, Secretary / Treasurer

EXHIBIT A

FINAL RANKING FOR INSURANCE BROKER SERVICES

Item 3B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3B </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 11/07/16 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 11/15/16 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2016-129 – ADOPTION OF 2016 – 2020 STRATEGIC PLAN UPDATE FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY LOOP SYSTEM.**

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

Consideration and approval of Resolution 2016 – 129 Hidalgo County Regional Mobility Authority 2016 - 2020 Strategic Plan Update that incorporates the FM1925 Project, which is being funded by the Hidalgo County Metropolitan Planning Organization, and restructure the financing to include \$42,210,000 of State Infrastructure Bank loan proceeds.

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 2016-129 – Adoption of the 2016 - 2020 Strategic Plan Update for the Hidalgo County Regional Mobility Authority Loop System as presented.**

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

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

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

9. Chief Auditor's Recommendation: Approved Disapproved None

10. Chief Financial Officer's Recommendation: Approved Disapproved X None

11. Construction Engineer's Recommendation: Approved Disapproved X None

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



Memorandum

To: S. David Deanda, Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: November 7, 2016
Re: **Resolution 2016-129 - Adoption of 2016-2020 Strategic Plan Update for the Hidalgo County Regional Mobility Authority Loop System**

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 State Highway 365 as a proposed four (4) lane roadway and no overpass at the intersection of the roadway with the Anzalduas Bridge. The approved limits of the SH 365 project were from FM 396 to FM 3072. Strategy No. 8 also included a segment of the IBTC that would allow for connectivity of SH 365 to US 281/Military Highway.

On October 18, 2012, the HCRMA Board of Directors amended the 2012-2017 Strategic Plan to expand the limits of the SH 365 Project from SH 396 (Anzalduas Highway) to FM 1016 (Conway Avenue).

On March 20, 2013, the HCRMA Board of Directors updated the 2012-2017 Strategic Plan to reflect the projected revenues in the Intermediate Traffic & Revenue updated performed by C&M Associates.

On March 19, 2014, the HCRMA Board of Directors approved the 2015-2019 Strategic Plan in accordance with Chapter 370 of the Transportation Code that requires a bi-annual update and due to value engineering on the IBTC Project.

Goal

To update the 2016-2020 Strategic Plan to incorporate the FM1925 Project, which is being funded by the Hidalgo County Metropolitan Planning Organization, and restructure the financing to include \$42,210,000 of State Infrastructure Bank loan proceeds.

Options

The Board of Directors could opt to not update the HCRMA 2016-2020 Strategic Plan.

Recommendation

Based on review by this office, **approval of Resolution 2016-129 - Adoption of 2016-2020 Strategic Plan Update for the Hidalgo County Regional Mobility Authority Loop System is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2016 – 129

APPROVAL THE HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY 2016-2020 STRATEGIC PLAN UPDATE

THIS RESOLUTION is adopted this 15th day of November, 2016 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 March 28, 2012, the Authority approved the 2012-2017 Strategic Plan - Project Manager Strategy No. 8, which included SH 365 with a four (4) lane roadway and no bridge structure over the Anzalduas Bridge from the limits of US 281/Military Highway to FM 396; and

WHEREAS, on October 18, 2012, the Authority amended the 2012-2017 Strategic Plan – Project Manager Strategy No. 8 adding approximately 3.15 miles of roadway to the SH 365 project from FM 396 to FM 1016; and

WHEREAS, on October 16, 2013, the Authority amended the 2012-2017 Strategic Plan – Program Manager Strategy No. 8 to include the Program Manager recommendation scenario 3 of the Value Engineering Study for the State Highway 365 Project with an estimated saving of \$23.73 million for the project; and

WHEREAS, on March 19, 2014, the Authority adopted Scenario 3 of the Value Engineering Study recommendations for the International Bridge Trade Corridor Project with and estimated saving of \$57.26 Million and updated the 2015-2019 Strategic Plan as required by Chapter 370 of the Texas Transportation Code biannually; and

WHEREAS, on September 24, 2014, the Authority accepted the Investment Grade Traffic & Revenue projections for the State Highway 365, International Bridge Trade Corridor and State Highway 68 Project to be incorporated into the 2015-2019 Strategic Plan Update;

WHEREAS, on September 24, 2014, the Authority approved the 2015-2019 Strategic Plan Update that incorporates the Investment Grade Traffic & Revenue projections provided by C&M Associates dated September 11, 2014; and

WHEREAS, the Authority finds it necessary to updated the 2016-2020 Strategic Plan as required by Chapter 370 of the Texas Transportation Code biannually;

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 updates and adopts the 2016-2020 Strategic Plan Update for the 365 Tollway, International Bridge Trade Corridor, State Highway 68 and Farm to Market Road 1925 Projects hereto attached as Exhibit A.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 15th day of November, 2016, at which meeting a quorum was present.

S. David Denada, Jr., Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
2016-2020 STRATEGIC PLAN UPDATE
DATED NOVEMBER 15, 2016

THIS ITEM WILL BE
SENT UNDER
SEPERATE COVER