HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

DATE: **THURSDAY, APRIL 26, 2012**
TIME: **3:00 PM**
PLACE: **McALLEN PUBLIC LIBRARY**
4001 NORTH 23RD STREET
CONFERENCE ROOM "A"
McALLEN, TEXAS 78501

PRESIDING: RICK PEREZ, CHAIRMAN – PLANNING COMMITTEE

CALL TO ORDER

SUBJECT MATTER:

1. Discussion, consideration and recommendation on Dannenbaum Engineering (Program Manager) Work Order No. 4 for engineering management, partial operation implementation, public outreach tasks for IBTC, TCC modified and US 281, including local environmental clearance on IBTC and federal clearance on TCC modified.
2. Discussion, consideration and recommendation on Atkins North America, Inc., supplemental number 6 to agreement for IBTC.
3. Discussion, consideration and recommendation on Atkins North America, Inc., Supplemental Number 1 to agreement for the modified TCC.
4. Discussion, consideration and recommendation to amend and restate professional engineering services with L&G Engineering for the modified TCC change in limits (segment 1) and scope adjustments and approving Work Order Number 1 for preliminary engineering services.
5. Discussion, consideration and recommendation to amend and restate professional engineering services with S&B Infrastructure for modified TCC change in limits (segment 2) and scope adjustments and approving Work Order Number 1 for preliminary engineering services.
6. Discussion, consideration and recommendation cancelling existing contracts for design and engineering services for the Trade Corridor Connector (TCC) and authorizing a new procurement for the selection of professional engineering services for SH365/TCC (modified) Project with the limits from FM 396 (Anzalduas Road) to US 281/Military Road; such procurement may include the selection of multiple engineers.
7. Discussion, consideration and recommendation authorizing an amendment to the IBTC request for qualifications for professional services to include environmental services to federally clear the IBTC and perform low level aerial flight for topography, republish the procurement and establish dates for submission of proposals, interviews, and selection.
8. Discussion, consideration and recommendation on cancelling procurement for La Joya Relief Route.

ADJOURNMENT

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

I, the Undersigned Authority, do hereby certify that the attached agenda of the Planning Committee 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 bulletin board in the Hidalgo County Court House (100 North Closner, Edinburg, Texas 78539), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the **20th** day of **April, 2012** at **5:00 pm** and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Flor E. Koll
Program Administrator

Note: If you require special accommodations under the Americans with Disabilities Act, please contact Flor E. Koll at 956-969-5822 at least 24 hours before the meeting.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	_____	**AGENDA ITEM**	**1**
PLANNING COMMITTEE	**X**	**DATE SUBMITTED**	**4/24/12**
FINANCE COMMITTEE	_____	**MEETING DATE**	**4/26/12**
TECHNICAL COMMITTEE	_____		

1. Agenda Item: **DISCUSSION, CONSIDERATION AND RECOMMENDATION ON DANNENBAUM ENGINEERING (PROGRAM MANAGER) WORK ORDER NO. 4 FOR ENGINEERING MANAGEMENT, PARTIAL OPERATION IMPLEMENTATION, PUBLIC OUTREACH TASKS FOR IBTC, TCC MODIFIED AND US 281, INCLUDING LOCAL ENVIRONMENTAL CLEARANCE ON IBTC AND FEDERAL CLEARANCE ON TCC MODIFIED.**

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

   Consideration and recommendation on approval of Work Order No. 4 in the amount of $891,814.61 to allow for engineering management for IBTC, TCC Modified and US 281 contracts, including environmental clearance for both the IBTC and TCC Modified.

3. Policy Implication: Board Policy, Texas Government Code

4. Budgeted: ___Yes __X__No ___N/A

   Funding Source: Vehicle Registration Fund

Maximum amount payable	$5,000,000.00	(100%)
Work Order No. 1	($ 909,960.63)	(18.19%)
Work Order No. 2 (not approved)	($ 0.00)	(0%)
Work Order No. 3	($ 57,750.00)	(1.16%)
Work Order No. 4 (proposed)	**($ 891,814.61)**	**(17.84%)**
Maximum fee balance	$3,140,474.80	(62.81%)

5. Staff Recommendation**: Motion to recommend Work Order No. 4 with Dannenbaum Engineering in the amount of $891,814.61.**

6. Board Attorney: _X__Approved ___Disapproved ___None

7. Executive Director's Recommendation: _X__Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Rick Perez, Chairman – Planning Committee

From: Pilar Rodriguez, PE, Executive Director

Date: April 24, 2012

Re: **Dannenbaum Work Order No. 4**

At the October 27, 2011, regular meeting, the Board of Directors awarded a professional service agreement for general engineering and program management services to Dannenbaum Engineering in the maximum payable amount of $5,000,000. Subsequently, the Board has authorized Work Orders No. 1 and 3 in the amounts of $909,960.63 and $57,750.00 respectively. Work Order No. 1 was to review prior engineering, surveying, environmental and permitting work provided to the Hidalgo County Regional Mobility Authority (HCRMA) and Work Order No. 3 was to provide title reports for the TCC. Work Order No. 2 has not been approved by the Board.

Dannenbaum's tasks under Work Order No. 4 include the following:

Coordinate and update the Executive Director
Attend meetings with the HCRMA, County Commissioners Court, TxDOT and MPO
Coordinate and negotiate pass through agreements with TxDOT for TCC Modified
Implement an interim cost accounting system
Develop a file management plan for HCRMA documents
Coordinate with Hidalgo County Appraisal District on TRZ agreements
Implement public outreach with 11 jurisdictions
Oversee C&M Associates' update of the T&R study
Oversee procurement of IBTC engineering services and environmental clearance
Oversee environmental clearance of TCC Modified and review schematics/drainage
Oversee environmental clearance of US 281 and development of route study and schematics

The engineer's level of effort to perform these tasks was also evaluated and calculated to equate to 17.84% of the maximum amount payable to Dannenbaum for program management and engineering.

Based on review by this office, approval of Work Order No. 4 is recommended to **Dannenbaum Engineering** in the amount of **$891,814.61** leaving a maximum fee balance of **$3,140,474.80**.

Additionally, I have attached the engineer's proposed scope and level of effort for the proposed work order for your review and consideration.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012-07

AUTHORIZING WORK AUTHORIZATION NUMBER 4 UNDER THAT CERTAIN PROFESSIONAL SERVICES AGREEMENT FOR PROGRAM MANAGEMENT SERVICES WITH DANNENBAUM ENGINEERING CORPORATION

THIS RESOLUTION is adopted this 2nd day of May, 2012 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, at a regular meeting on August 22, 2011, the Authority selected Dannenbaum Engineering Corporation (the "Consultant"), based on qualifications to provide surveying services for the Trade Corridor Connector (the "Project");

WHEREAS, following the selection, the Authority successfully negotiated a contract with the Consultant, along with Work Authorization Number 1, which was approved by the Board on October 27, 2011; Work Authorization Number 2, which has been proposed but not yet approved by the Board; and Work Authorization Number 3, which was approved by the Board on November 15, 2011; and

WHEREAS, the Board finds it beneficial to continue work under the Agreement through Work Authorization Number 4, attached as Exhibit A, providing:

- Engineering management,
- Partial operation implementation,
- Public outreach tasks associated with IBTC, TCC Modified, and US281 Military Highway, and
- Environmental tasks associated with the local environmental clearance of the IBTC and the federal environmental clearance of the TCC;

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

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

Section 2. The Board hereby approves Work Authorization Number 4 under that certain Professional Services Agreement entered into by and between the Authority and the Consultant.

* * * *

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING on the 2nd day of May, 2012, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Joe Daniel Olivarez, Secretary/Treasurer

EXHIBIT A

Work Authorization No. 4

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

ENGINEERING EXCELLENCE SINCE 1945

April 25, 2012

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

Attn: Mr. Pilar Rodriguez, Executive Director

Ref: Hidalgo County Regional Mobility Authority Program Management Consultant Project

Subj: Work Authorization No. 4-Final Negotiations Meeting on 4/23/2012 with Mr. Pilar Rodriguez

Dear Mr. Rodriguez,

Enclosed please find a copy of the final proposal for Work Authorization No. 4 after changes discussed in final negotiations meeting today Monday, April 23, 2012. After our four (4) negotiation meetings with Mr. Rodriguez we agreed to a reduction in scope that reduces the corresponding fee for Work Authorization No. 4 to $891,814.61 from $1,174,526.56, a $282,711.95 (24.07%) reduction.

Please do not hesitate to contact me at (956) 682-3677 or on my cell (832) 771-4904 if you should have any questions or need further information.

Sincerely,

Louis H. Jones, P.E.
Program Manager

cc: Flor Koll, Planner Administrator, HCRMA
Dennis Burleson – Chairman, HCRMA
Michael G. Cano - Vice Chairman, HCRMA
Joe Olivarez - Secretary/Treasurer, HCRMA
Ricardo Perez – Board Member, HCRMA
David Guerra – Board Member, HCRMA
Forrest Runnels – Board Member, HCRMA
Alonzo Cantu – Board Member, HCRMA
Blakely Fernandez, Tuggey Fernandez, LLP
Godfrey Garza, Administrative and Managerial Consultant, HCRMA
Danny Rios, Attorney at Law

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ATTACHMENT D
WORK AUTHORIZATION
D-1
WORK AUTHORIZATION NO. 4
AGREEMENT FOR ENGINEERING SERVICES

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

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

PART II. The maximum amount payable under this Work Authorization is $891,814.61 and the method of payment is Lump Sum as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

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

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on 08/31/2012, 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 the Agreement.

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

THE ENGINEER	**THE AUTHORITY**
(Signature)	(Signature)
Louis H. Jones Jr., P.E.	Dennis Burleson
(Printed Name)	(Printed Name)
Principal	Chairman
(Title)	(Title)
4/25/12	
(Date)	(Date)

LIST OF EXHIBITS

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

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

The Authority shall furnish the following items to the Engineer:

1) The Authority shall provide the name(s) of the Authority's authorized representative(s) for this Agreement.
2) The Authority shall provide prompt review of all submittals; process monthly invoices and review monthly progress reports within forty-five (45) days of receiving such documents.
3) The Authority; where available; will provide copies of official correspondence to date.
4) The Authority shall authorize the Engineer to access and obtain all deliverables from Authority consultants on all projects undertaken by Authority to date. Including any applicable meeting minutes, correspondence and agency comments.
5) The Authority shall provide a copy of all Authority Agreements with other agencies. (i.e., TxDOT, Cities, Hidalgo County, etc.).
6) To the extent possible, the Authority shall provide copies of correspondence and/or reports to TxDOT reporting on the Authority's DBE Program as outlined in the Memorandum of Understanding (MOU) Between the Authority and TxDOT executed on March 13, 2008. Also, the Authority shall provide the name of the designated DBE liaison officer with TxDOT; if not the Engineer, which is required under the above MOU.
7) Administrative Assistance in Flor Koll and other administrative assistance as required to assist Dannenbaum in creating the HCRMA hard files, Dannenbaum shall only direct personnel.

The following assumptions have been made regarding the development of Exhibit "D"- Fee Schedule. If any of these assumptions prove to be invalid; then the Engineer reserves the right to request a change in scope.

<u>Assumptions for Work Authorization No. 4</u>

1. The Authority will provide a copy of the truck ordinance report submitted by L&G Engineering.

2. To its best efforts, the Authority will provide all available and applicable existing detailed construction cost estimates for all existing schematics.

3. To its best efforts, the Authority will provide any available drainage studies and approval letters from HCDD No. 1 and applicable cities for existing schematics.

4. Administrative Assistance in Flor Koll and other administrative assistance as required to assist Dannenbaum in creating the HCRMA hard files, Dannenbaum shall only direct personnel.

DANNENBAUM ENGINEERING CORPORATION HCRMA - PROGRAM MANAGEMENT CONSULTANT	
1.0	**SCOPE OF WORK FOR WORK AUTHORIZATION NO. 4**
	Task Description
Task	**A. Coordinate / Update / Assist Executive Director**
	1.) Educate Execuitve Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Bi-monthly Mtgs (2 hrs/Wk x 9 Wks)
Task	**B. Attend / Prepare Data / Report on Various Meetings (4.0 Months)**
	1. HCRMA Board Meetings Including Presentation (Monthly) (5 Mts @ 4 hrs/Mtg) Including Preparation Time
	2. HCRMA Planning Committee Meetings (5 Mts @ 2 hrs/Mtg) Including Preparation Time
	3. HCRMA Finance Committee Meetings (5 Mts @ 2 hrs/Mtg) Including Preparation Time
	4. HCRMA MPO Policy Committee Meeting (5 Mts @ 2 hrs/Mtg) Including Preparation Time
	5. HCRMA MPO Tech Committee Meeting (5 Mts @ 2 hrs/Mtg) Including Preparation Time
	6. Various Individual HCRMA Mtgs w/ Board (3 Mts @ hrs/Mtg) Including Preparation Time
	7. Hidalgo County Meetings with Staff (2 Mtgs. @2 hr. / Mtg.) Including Preparation Time
	8. Hidalgo County Commissioner Precinct No. 1 (2 Mtgs. @ 2 hrs. / Mtg.)
	9. Hidalgo County Commissioner Precinct No. 2 (2 Mtgs. @ 2 hrs. / Mtg.)
	10. Hidalgo County Commissioner Precinct No. 3 (2 Mtgs. @ 2 hrs. / Mtg.)
	11. Hidalgo County Commissioner Precinct No. 4 (2 Mtgs. @ 2 hrs. / Mtg.)
	12. Attend Monthly Meetings TxDOT-Pharr (2 Mtgs. @ 2 hrs. / Mtg.)
	13. Attend Monthly Meetings TxDOT-Austin includes Travel (3 Mtgs. @ 10 hrs. / Mtg.)
	14. Attend Monthly Meetings With Senator Hinojosa (3 Mtgs. @ 2 hrs. / Mtg.)
Task	**C. Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approval Strategy**
Task	**D. Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications for SH 365 TCC / La Joya Relief Route / US 281**
	1. Meet / Coordinate With TxDOT Pharr (2 Mtgs. @ 4 hrs. / Mtg.)
	2. Meet / Corrdinate With TxDOT Austin (1 Mtgs. @ 10 hrs. / Mtg.)
	3. Finalize Pass Thru Agreements
Task	**E. Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System**
	1. Input Data for Development of Monthly Reports fpr HCRMA Board
	2. Modify Monthly Reports for HCRMA Needs
	3. Input Monthly Data and Produce Final Reports for May, June, July and August 2012
Task	**F. Organize / Develop HCRMA Files By Project (Electronic and Hardcopy)**
Task	**G. Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements**
Task	**H. Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others (4.0 Months)**
Task	**I. Public Outreach Meetings including Negotiatons of Truck Restrictions with the following Cities (Including Travel and Preparation for Meeting): (4.0 Months)**
	1. City of Pharr (2 Mtgs.)
	2. San Juan (1 Mtgs.)
	3. Donna (1 Mtgs.)
	4. Weslaco (1 Mtgs.)
	5. City of Mercedes (1 Mtgs.)
	6. City of Edcouch (0 Mtgs.)
	7. City of McAllen (2 Mtgs.)
	8. City of Mission (2 Mtgs.)
	9. City of Penitas (0 Mtgs.)
	10. City of Palmview (0 Mtgs.)
	11. City of La Joya (0 Mtgs.)

DANNENBAUM ENGINEERING CORPORATION HCRMA - PROGRAM MANAGEMENT CONSULTANT	
1.0	**SCOPE OF WORK FOR WORK AUTHORIZATION NO. 4**
	Task Description
Task	**J. Oversee C&M Associates, Inc, in Developing the T&R Studies / Financing Alternatives (FSW) (4.0 Months)**
	1. SH 365 TCC / IBTC / Segment D & La Joya Relief Route (Assisted by HDR)
	2. Update Strategic Plan for New T&R No. 1 (Work with First Southwest)
Task	**K. IBTC**
	1. Modify RFP and Procure Engineering Services (Including Environmental and Low Level Flight)
	2. Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (4.5 Months)
	3. Oversee IBTC Drainage Studies from 8/1/2012 to 8/31/2012 (1 Month)
	4. Oversee Low Level Flight (8/1/2012 to 8/31/2012) (1 Month) (Assisted by Aranda & Associates - Lead)
	5. QA/QC Drainage Study (60%) (Not included in this Work Authorization)
	6. QA/QC Low Level Flight (Aranda) (1 Month)
	7. Attend Meeting with USIBWC (1) (Combined with TCC)
	8. Attend Meeting with USACOE (1) (Combined with TCC)
	9. Attend Meeting with US Fish and Wildlife (1)(Combined with TCC)
Task	**L. SH 365 / TCC (Modified) (4.0 Months)**
	1. Oversee Environmental Clearance By Atkins (EA) (Assisted by Blanton & Assoc. - Lead)(4 Months)
	2. Oversee Draiange Studies Produced By L&G Engineering / S&B Infrastructure
	3. QA/QC Drainage Study (60%)
	4. Attend Meeting With USIBWC (1 Mtg. - El Paso)
	5. Attend Meeting With USACOE (1 Mtg. - HST)
	6. Attend Meeting With US Fish & Wildlife (1 Mtg. - RGV)
	7. Attend Meeting With TxDOT Austin / FHWA (1 Mtg. - Austin)
	8. Oversee / Development of 4-Lane Schematic and Update Super Two Schematic
	9. QA/QC Schematic (60%)
	10. Prepare Decision Matrix for Environmental Consultant
	11. Oversee Surveyors (DOS Logistics / Quintanilla) (Asisted by Aranda and Associates - Lead)
	12. Hold / Lead Public Involvement Meeting (1 Mtg.) Including Prepare Exhibits
	13. Prepare Land Plan to Assist Hunt Development / City of McAllen to Evaluate Alternative Thru Hunt Property
	14. Meet with Hunt Development (Mission - 2 Mtgs) (2 hrs. / mtg) Including Preparartion Time)
Task	**M. US 281 / Military (4.0 Months)**
	1. Oversee Environmental Clearance by Atkins (Categorical Exclusion -CE)(Assisted by Blanton & Associates) (4.0 Months)
	2. Oversee Engineer in Development of Route Studies / Schematic / Survey / PS&E Development (4.0 Months)
	3. QA/QC Route Study
	4. Meet With City of Pharr Including Development of Exhibits to Analyze US 281 / I Road / San Juan Area (2 Mtgs)

DANNENBAUM ENGINEERING CORPORATION

HCRMA - PROGRAM MANAGEMENT CONSULTANT

2012

Task Description	Start Date	End Date	Duration
A. Coordinate / Update / Assist Executive Director	1-May-12	31-Aug-12	4.0 Months
1.) Educate Executive Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Weekly Mtgs (4 hrs / Mo x 4.0 Months)			
B. Attend / Prepare Data / Report on Various Meetings	1-May-12	31-Aug-12	4.0 Months
1. HCRMA Board Meetings Including Presentation (Monthly) (5 Mts @ 4 hrs/Mtg)			
2. HCRMA Planning Committee Meetings (5 Mts @ 2 hrs/Mtg)			
3. HCRMA Finance Committee Meetings (5 Mts @ 2 hrs/Mtg)			
4. HCRMA MPO Policy Committee Meeting (5 Mts @ 2 hrs/Mtg)			
5. HCRMA MPO Tech Committee Meeting (5 Mts @ 2 hrs/Mtg)			
6. Various Individual HCRMA Mtgs w/ Board (6 Mts @ 2 hrs/Mtg)			
7. Hidalgo County Meetings (5 Mtgs. @2 hr. / Mtg.)			
8. Hidalgo County Commissioner Precinct No. 1 (5 Mtgs. @ 2 hrs. / Mtg.)			
9. Hidalgo County Commissioner Precinct No. 2 (5 Mtgs. @ 2 hrs. / Mtg.)			
10. Hidalgo County Commissioner Precinct No. 3 (5 Mtgs. @ 2 hrs. / Mtg.)			
11. Hidalgo County Commissioner Precinct No. 4 (5 Mtgs. @ 2 hrs. / Mtg.)			
12. Attend Monthly Meetings TxDOT-Pharr (5 Mtgs. @ 2 hrs. / Mtg.)			
13. Attend Monthly Meetings TxDOT-Austin includes Travel (5 Mtgs. @ 10 hrs. / Mtg.)			
14. Attend Monthly Meetings With Senator Hinojosa (5 Mtgs. @ 2 hrs. / Mtg.)			
C. Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approval Strategy	1-May-12	15-Jun-12	1.5 Months
D. Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications for SH 365 TCC / La Joya Relief Route / US 281	1-May-12	30-Jun-12	2 Months
1. Meet / Coordinate With TxDOT Pharr (2 Mtgs. @ 4 hrs. / Mtg.)			
2. Meet / Corrdinate With TxDOT Austin (2 Mtgs. @ 10 hrs. / Mtg.)			
3. Finalize Pass Thru Agreements			
E. Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System	1-May-12	15-May-12	0.5 Month
1. Input Data for Development of Monthly Reports fpr HCRMA Board			
2. Modify Monthly Reports for HCRMA Needs			
3. Input Monthly Data and Produce Final Reports for May, June, July and August 2012			
F. Organize / Develop HCRMA Files By Project (Electronic and Hardcopy)	1-May-12	31-Aug-12	4.0 Months
G. Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements	1-May-12	30-Jun-12	2.0 Months
H. Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others	1-May-12	31-Aug-12	4.0 Months
I. Public Outreach Meetings Including Negotiatons of Truck Restrictions with the following Cities (Including Travel and Preparation for Meeting):	1-May-12	15-Aug-12	2.5 Months
1. City of Pharr (2 Mtgs.)			
2. San Juan (2 Mtgs.)			
3. Donna (2 Mtgs.)			
4. Weslaco (2 Mtgs.)			
5. City of Mercedes (2 Mtgs.)			
6. City of Edcouch (2 Mtgs.)			
7. City of McAllen (2 Mtgs.)			
8. City of Mission (2 Mtgs.)			
9. City of Penitas (2 Mtgs.)			
10. City of Palmview (2 Mtgs.)			
11. City of La Joya (2 Mtgs.)			
J. Oversee C&M Associates, Inc, in Developing the T&R Studies / Financing Alternatives (FSW)	1-May-12	31-Aug-12	4.0 Months
1. SH 365 TCC / IBTC / Segment D & La Joya Relief Route (Assisted by HDR)			
2. Update Strategic Plan for New T&R No. 1 (Work with First Southwest)			
K. IBTC	1-Jun-12	31-Aug-12	3 Months
1. Modify RFP and Procure Engineering Services (Including Environmental and Low Level Flight)			
2. Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (3 Months)			
3. Oversee IBTC Drainage Studies from 8/1/2012 to 8/31/2012 (1 Month)			
4. Oversee Low Level Flight (8/1/2012 to 8/31/2012) (1 Month) (Assisted by Aranda & Associates - Lead)			
5. QA/QC Drainage Study (60%) (Not Included in this Work Authorization)			
6. QA/QC Low Level Flight (Aranda) (1 Month)			
7. Attend Meeting with USIBWC (1) (Combined with TCC)			
8. Attend Meeting with USACOE (1) (Combined with TCC)			
9. Attend Meeting with US Fish and Wildlife (1)(Combined with TCC)			
L. SH 365 / TCC (Modified)	1-May-12	31-Aug-12	4.0 Months
1. Oversee Environmental Clearance By Atkins (EA) (Assisted by Blanton & Assoc. - Lead)(5 Months)			
2. Oversee Drainange Studies Produced By L&G Engineering / S&B Infrastructure			
3. QA/QC Drainage Study (60%)			
4. Attend Meeting With USIBWC (1 Mtg. - El Paso)			
5. Attend Meeting With USACOE (1 Mtg. - HST)			
6. Attend Meeting With US Fish & Wildlife (1 Mtg. - RGV)			
7. Attend Meeting With TxDOT Austin / FHWA (1 Mtg. - Austin)			
8. Oversee / Development of 4-Lane Schematic and Update Super Two Schematic			
9. QA/QC Schematic (60%)			
10. Prepare Decision Matrix for Environmental Consultant			
11. Oversee Surveyors (DOS Logistics / Quintanilla) (Asisted by Aranda and Associates - Lead)			
12. Hold / Lead Public Involvement Meeting (1 Mtg.) Including Prepare Exhibits			
13. Prepare Land Plan to Assist Hunt Development / City of McAllen to Evaluate Alternative Thru Hunt Property			
14. Meet with Hunt Development (Mission - 2 Mtgs / Dallas - 2 Mtgs)			
M. US 281 / Military	1-May-12	31-Aug-12	4 Months
1. Oversee Environmental Clearance by Atkins (Categorical Exclusion -CE)(Assisted by Blanton & Associates) (5 Months)			
2. Oversee Engineer in Development of Route Studies / Schematic / Survey / PS&E Development (5 Months)			
3. QA/QC Route Study			
4. Meet With City of Pharr Including Development of Exhibits to Analyze US 281 / I Road / San Juan Area (2 Mtgs)			

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System

WA No. 4
Schedule Duration: 4.0 Months (May 1, 2012 thru August 31, 2012)

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Work Authorization No. 4
ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH
FOR TASKS ASSOCIATED WITH THE IBTC / TCC MODIFIED / US 281 MILITARY INCLUDING ENVIRONMENTAL TASKS
ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE TCC MODIFIED
(Final Negotiations 04/24/2012)

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager	QA/QC Officer/ Independent Engineer Officer	Senior Engineer (Engineer V)	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
A. Coordinate / Update / Assist Executive Director										
1.) Educate Executive Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Bi-Monthly Mtgs (2 hrs/Wk x 9 Wks)	9		18	18			10	55		$ 8,958.03
Subtotal	9	0	18	18	0	0	10	55		$ 8,958.03
B. Attend / Prepare Data / Report on Various Meetings (4.0 Months)										
1. HCRMA Board Meetings Including Presentation (Monthly) (5 Mts @ 4 hrs/Mtg) (Inc. Prep Time)	20		10	50			30	110		$ 16,401.80
2. HCRMA Planning Committee Meetings (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	10			10			4	24		$ 4,694.28
3. HCRMA Finance Committee Meetings (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	10			10			4	24		$ 4,694.28
4. HCRMA MPO Policy Committee Meeting (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	10			10			4	24		$ 4,694.28
5. HCRMA MPO Tech Committee Meeting (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	10			10			4	24		$ 4,694.28
6. Various Individual HCRMA Mtgs w/ Board (3 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	6						4	10		$ 2,130.42
7. Hidalgo County Meetings w/Staff (2 Mtgs. @2 hr. / Mtg.) (Inc. Prep Time)	4			4			4	12		$ 2,023.44
8. Hidalgo County Commissioner Precinct No. 1 (2 Mtgs. @ 2 hrs. / Mtg.)	4						2	6		$ 1,379.80
9. Hidalgo County Commissioner Precinct No. 2 (2 Mtgs. @ 2 hrs. / Mtg.)	4						2	6		$ 1,379.80
10. Hidalgo County Commissioner Precinct No. 3 (2 Mtgs. @ 2 hrs. / Mtg.)	4						2	6		$ 1,379.80
11. Hidalgo County Commissioner Precinct No. 4 (2 Mtgs. @ 2 hrs. / Mtg.)	4						2	6		$ 1,379.80
12. Attend Meetings TxDOT-Pharr (3 Mtgs. @ 2 hrs. / Mtg.)(Inc. Prep Time)	6		6	10			2	24		$ 4,371.02
13. Attend Meetings TxDOT-Austin includes Travel (3 Mtgs. @ 10 hrs. / Mtg.)	20						8	28		$ 6,777.56
14. Attend Meetings With Senator Hinojosa (3 Mtgs. @ 2 hrs. / Mtg.)	6			6			4	16		$ 2,913.72
Subtotal	118	0	16	110	0	0	76	320	0	$ 58,914.28
C. Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy	2		6	6			4	18		$ 2,711.90
Subtotal	2	0	6	6	0	0	4	18	0	$ 2,711.90
D. Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications for SH 365 TCC / La Joya Relief Route / US 281										
1. Meet / Coordinate With TxDOT Pharr (2 Mtgs. @ 4 hrs. / Mtg.)	4		8	8			4	24		$ 3,954.36
2. Meet / Coordinate With TxDOT Austin (1 Mtg @ 10 hrs. / Mtg.)	10			10			4	24		$ 4,694.28
3. Finalize Pass Thru Agreements	8		20	20	10		4	62		$ 9,863.90
Subtotal	22	0	28	38	10	0	12	110	0	$ 18,512.54
E. Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System										
1. Input Data for Development of Monthly Reports for HCRMA Board	4		4	40			80	128		$ 12,042.32
2. Modify Monthly Reports for HCRMA Needs	4		4	10			40	58		$ 5,697.02
3. Input Monthly Data and Produce Final Reports for May, June, July and August 2012	4		8	10			20	42		$ 5,186.98
Subtotal	12	0	16	60	0	0	140	228	0	$ 22,926.32
F. Organize / Develop HCRMA Files By Project (Electronic and Hardcopy) - RMA Will Provide Flor Koll and Temporary Secretaries)	4		8	80			100	192		$ 19,183.08
Subtotal	4	0	8	80	0	0	100	192	0	$ 19,183.08
G. Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements	4		24	40	40		16	124		$ 15,564.04
Subtotal	4	0	24	40	40	0	16	124	0	$ 15,564.04
H. Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others	8		24	80			60	172		$ 20,830.08
Subtotal	8	0	24	80	0	0	60	172	0	$ 20,830.08

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System

WA No. 4
Schedule Duration: 4.0 Months (May 1, 2012 thru August 31, 2012)

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Work Authorization No. 4
ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH
FOR TASKS ASSOCIATED WITH THE IBTC / TCC MODIFIED / US 281 MILITARY INCLUDING ENVIRONMENTAL TASKS
ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE TCC MODIFIED
(Final Negotiations 04/24/2012)

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager	QA/QC Officer/ Independent Engineer Officer	Senior Engineer (Engineer V)	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
I. Public Outreach Meetings including Negotiations of Truck Restrictions with the following Cities (Including Travel and Preparation for Meeting) (4.0 Months):										
1. City of Pharr (2 Mtgs)	6		6	4		4	4	24		$ 3,976.32
2. San Juan (1 Mtg)	2		2	4		4	4	16		$ 2,013.60
3. Donna (1 Mtg)	2		2	4		4	4	16		$ 2,013.60
4. Weslaco (1 Mtg)	2		2	4		4	4	16		$ 2,013.60
5. City of Mercedes (1 Mtg)	2		2	4		4	4	16		$ 2,013.60
6. City of Edcouch (0 Mtg)								0		$ -
7. City of McAllen (2 Mtgs.)	6		6	4		4	4	24		$ 3,976.32
8. City of Mission (2 Mtgs.)	6		6	4		4	4	24		$ 3,976.32
9. City of Penitas (0 Mtg)								0		$ -
10. City of Palmview (0 Mtg)								0		$ -
11. City of La Joya (0 Mtg)								0		$ -
Subtotal	**26**	**0**	**26**	**28**	**0**	**28**	**28**	**136**	**0**	**$ 19,983.36**
J. Oversee C&M Associates, Inc., in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.0 Months)										
1. SH 365 TCC / IBTC / Segment D & La Joya Relief Route (Assisted by HDR)	10		24	40		8	16	98		$ 14,099.90
2. Update Strategic Plan for New T&R No. 1 (Work with First Southwest)	20			60			10	90		$ 14,732.00
Subtotal	**30**	**0**	**24**	**100**	**0**	**8**	**26**	**188**	**0**	**$ 28,831.90**
K. IBTC (3.0 Months)										
1. Modify RFP and Procure Engineering Services (Including Environmental and Low Level Flight)	8		40	40	40	10	24	162		$ 20,793.50
2. Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (3.0 Months)	16		10				4	30		$ 7,037.22
3. Oversee IBTC Drainage Studies from 8/1/2012 to 8/31/2012 (1 Month)	4		8	8			4	24		$ 3,954.36
4. Oversee Low Level Flight (8/1/2012 to 8/31/2012) (1 Month) (Assisted by Aranda & Associates - Lead)	4		8			2	4	18		$ 3,043.54
5. QA/QC Drainage Study (60%) (Next Work Authorization)								0		$ -
6. QA/QC Low Level Flight (Aranda) (1 Month)	2		2				2	6		$ 1,102.80
7. Attend Meeting with USIBWC (1) (Combined with TCC)	2		2				2	6		$ 1,102.80
8. Attend Meeting with USACOE (1) (Combined with TCC)	2		2				2	6		$ 1,102.80
9. Attend Meeting with US Fish and Wildlife (1)(Combined with TCC)	2		2				2	6		$ 1,102.80
Subtotal	**40**	**0**	**74**	**48**	**40**	**12**	**44**	**258**	**0**	**$ 39,239.82**
L. SH 365 / TCC (Modified) (Inc. TCC at GSA Anzalduas Bridge)(4.0 Months)										
1. Oversee Environmental Clearance By Atkins (EA) (Assisted by Blanton & Assoc. - Lead)(5 Months)	8		40	40			20	108		$ 15,996.72
2. Oversee Drainage Studies Produced By L&G Engineering / S&B Infrastructure	8		40	40		20	16	124		$ 17,089.64
3. QA/QC Drainage Study (60%)	2	16	16		4	6	4	48		$ 9,158.68
4. Attend Meeting With USIBWC (1 Mtg. - El Paso)	8		8				2	18		$ 4,046.88
5. Attend Meeting With USACOE (1 Mtg. - HST)	8		8				2	18		$ 4,046.88
6. Attend Meeting With US Fish & Wildlife (1 Mtg. - RGV)	2		2				2	6		$ 1,102.80
7. Attend Meeting With TxDOT Austin / FHWA (1 Mtg. - Austin)	10		10	10			4	34		$ 6,455.18
8. Oversee / Development of 4-Lane Schematic and Update Super Two Schematic	8		70	60	20		16	174		$ 25,590.54
9. QA/QC Schematic (60%)	2	40	20	10			6	78		$ 17,520.40
10. Prepare Decision Matrix for Environmental Consultant	2	10	32	40			8	92		$ 14,896.72
11. Oversee Surveyors (DOS Logistics / Quintanilla) (Assisted by Aranda and Associates - Lead)	2		16		10		8	36		$ 4,903.88
12. Hold / Lead Public Involvement Meeting (1 Mtg.) Including Prepare Exhibits	8		16	20		24	8	76		$ 10,033.88
13. Prepare Land Plan to Assist Hunt Development / City of McAllen to Evaluate Alternative Thru Hunt Property	0	0	0	0	0	0	0	0		$ -
14. Meet with Hunt Development (Mission - 2 Mtgs) (2 hrs / Mtg)((Inc. Prep Time)	6		6	16	16		4	48		$ 6,830.16
Subtotal	**74**	**66**	**284**	**236**	**50**	**50**	**100**	**860**	**0**	**$ 137,672.36**

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System

WA No. 4
Schedule Duration: 4.0 Months (May 1, 2012 thru August 31, 2012)

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Work Authorization No. 4
ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH
FOR TASKS ASSOCIATED WITH THE IBTC / TCC MODIFIED / US 281 MILITARY INCLUDING ENVIRONMENTAL TASKS
ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE TCC MODIFIED
(Final Negotiations 04/24/2012)

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager	QA/QC Officer/ Independent Engineer Officer	Senior Engineer (Engineer V)	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
M. US 281 / Military (3.0 Months)										
1. Oversee Environmental Clearance by Atkins (Categorical Exclusion -CE)(Assisted by Blanton & Associates) (4.0 Months)	4		10	10			8	32		$ 4,810.52
2. Oversee Engineer in Development of Route Studies / Schematic / Survey / PS&E Development (4.0 Months)	8		40	10		10	4	72		$ 11,776.60
3. QA/QC Route Study	2	10	8	10			2	32		$ 6,389.74
4. Meet With City of Pharr Including Development of Exhibits to Analyze US 281 / I Road / San Juan Area (2 Mtgs @ 2 hrs / Mtg)	4		8	16		16	4	48		$ 6,067.40
Subtotal	18	10	66	46	0	26	18	184	0	$ 29,044.26
HOURS TOTAL	**367**	**76**	**614**	**890**	**140**	**124**	**634**	**2,845**		
LABOR RATE PER HOUR	$ 314.59	$ 292.49	$ 176.09	$ 130.55	$ 97.15	$66.79	$ 60.72			
TOTAL DIRECT LABOR COSTS	$ 115,454.53	$ 22,229.24	$ 108,119.26	$ 116,189.50	$ 13,601.00	$ 8,281.96	$ 38,496.48	$ 422,371.97		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	**27.33%**	**5.26%**	**25.60%**	**27.51%**	**3.22%**	**1.96%**	**9.11%**	**100.00%**	**CHECK**	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	**12.90%**	**2.67%**	**21.58%**	**31.28%**	**4.92%**	**4.36%**	**22.28%**	**100.00%**	**$ 422,371.97**	
TOTAL DIRECT LABOR COST										**$ 422,371.97**
DIRECT EXPENSES	**Rate**	**Unit**	**Amount**	**Total**						
Lodging / Hotel ($100.00 / DAY)	$ 100.00	Each	6	$ 600.00					**$ 600.00**	
Meals ($30.00 / DAY)	$ 30.00	Each	6	$ 180.00					**$ 180.00**	
Rental Car	$ 90.00	Each	6	$ 540.00					**$ 540.00**	
Air Travel	$ 500.00	Each	6	$ 3,000.00					**$ 3,000.00**	
Parking	$ 14.00	Each	6	$ 84.00					**$ 84.00**	
Overnight Mail - letter size	$ 50.00	Each	20	$ 1,000.00					**$ 1,000.00**	
Courier Services	$ 50.00	Each	10	$ 500.00					**$ 500.00**	
Photocopies B/W (8.5 X 11)	$ 0.10	Each	20,000	$ 2,000.00					**$ 2,000.00**	
Photocopies B/W (11 X 17)	$ 0.20	Each	3,750	$ 750.00					**$ 750.00**	
Photocopies Color (8.5 X 11)	$ 0.70	Each	1,000	$ 700.00					**$ 700.00**	
Photocopies Color (11 X 17)	$ 1.25	Each	500	$ 625.00					**$ 625.00**	
Color Graphics on Foam Board	$ 5.00	Each	20	$ 100.00					**$ 100.00**	
Newspaper Advertisement	$ 3,000.00	Each	2	$ 6,000.00					**$ 6,000.00**	
Court Reporter (Public Hearings & Transcription)	$ 100.00	Each	4	$ 400.00					**$ 400.00**	
Translator (English to Spanish or Sign Language)	$ 150.00	Each	4	$ 600.00					**$ 600.00**	
Public Involvement Facility Rental	$ 500.00	Each	1	$ 500.00					**$ 500.00**	
Public Outreach Liaison	$ 15,000.00	Each	5	$ 75,000.00					**$ 75,000.00**	
Accounting Support Services	$ 100.00	Each	40	$ 4,000.00					**$ 4,000.00**	
IT / Support Services	$ 80.00	Each	40	$ 3,200.00					**$ 3,200.00**	
Management Support Services	$ 80.00	Each	400	$ 32,000.00					**$ 32,000.00**	
Community Action Support	$ 90.00	Each	400	$ 36,000.00					**$ 36,000.00**	
TOTAL DIRECT EXPENSES				**$ 167,779.00**					**$ 167,779.00**	**$ 167,779.00**

PROJECT MANAGEMENT SERVICES (SUBCONSULTANTS) (4.5 Months)			**DBE Participation**
			28.37%
BLANTON & ASSOCIATES, INC. - FC 120 (DBE)	**ENVIRONMENTAL SERVICES OVERSIGHT**	**$ 135,282.56**	**15.17%**
ARANDA & ASSOCIATES, INC. - FC 130 (DBE)	**SURVEY OVERSIGHT**	**$ 37,772.12**	**4.24%**
GUZMAN & MUNOZ ENGINEERING AND SURVEYING, INC. - FC 102, 120, 160, 145 (DBE)	**ADMINISTRATIVE SUPPORT - (Removed at the Direction of Executive Director)**	**$ -**	**0.00%**
BARRERA-TORRES INFRASTRUCTURE, PLCC - FC 102, 130, 160 (DBE)	**UTILITY OVERSIGHT**	**$ 48,375.06**	**5.42%**
HDR ENGINEERING, INC.	**T&R STUDIES / FINANCING PLAN REVIEW OVERSIGHT**	**$ 48,636.00**	**N/A**
UNINTECH CONSULTING ENGINEERS	**PROJECT REVIEW**	**$ 31,597.90**	**3.54%**
		TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS) $ 301,663.64	**$ 301,663.64**

GRAND TOTAL	**$ 891,814.61**

ASSUMPTIONS

NONE

G:\1540\0046-52 HCRMA - PMC PROJECT\01 CONTRACT FILE\WA NO. 4 (SS)\05_Exhibit D - FINAL FEE SCHEDULE (CL)(04-24-12)

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
WA No. 4
Subconsultant: Blanton and Associates, Inc.
Schedule Duration: 4.0 Months (May 1, 2012 thru August 31, 2012)

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Work Authorization No. 4
ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH
FOR TASKS ASSOCIATED WITH THE IBTC / TCC MODIFIED / US 281 MILITARY INCLUDING ENVIRONMENTAL TASKS
ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE TCC MODIFIED
(Final Negotiations 04/24/2012)

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Project Principal	Sr. Project Manager	Project Manager	Sr. Env. Specialist	Env. Specialist III	Env. Planner II	Env. Specialist II	Env. Specialist I	Env. Tech II	Env. Tech I	GIS	GIS Tech	Clerical	Total Labor Hrs.	Remarks	Task Cost
K. IBTC (4.0 Months)																
1. Assist in Overseeing Local Environmental Clearance (4.0 Months)	20	60			40	40							16	176		$ 24,352.40
2. Attend / Report at HCRMA Monthly Board Meetings for Environmental (Included with SH 365 Board Meetings) (2 Mtgs) (4 hrs / Mtg with Travel)	8	8											4	20		$ 3,131.84
3. Coordinate / Attend Agency Meetings / Obtain Approval of Following Resource Agencies																
* USIBWC	10												2	12		$ 1,997.90
* USACOE	20	20			30				20				4	94		$ 12,500.30
* US Fish and Wildlife	20	20			30				20				4	94		$ 12,500.30
4. QA/QC of Final Local Environmental Clearance Document and Assist in Recommending Local Clearance to HCRMA Board	20	20											8	48		$ 7,721.60
	98	**128**	**0**	**0**	**100**	**40**	**0**	**0**	**40**	**0**	**0**	**0**	**38**	**444**	**0**	**$ 62,204.34**
L. SH 365 / TCC (Modified) (Inc. TCC at GSA Anzalduas Bridge)(4.0 Months)																
1. Oversee Development by Atkins of Environmental Assessment (EA) (5 Months)	40	60											20	120		$ 19,169.00
2. Attend Monthly Meetings and Report to HCRMA Board on Environmental	20	20											8	48		$ 7,721.60
With Atkins Assisting (2 Months @ 10 Hrs./Mtg. with Travel)																
3. Develop Classification Letter to TxDOT /FHWA With Atkins Assistance	20	20											8	48		$ 7,721.60
4. Attend Meetings With TxDOT (Pharr District) (2 Mtgs - 5 hrs/ Mtg.)	10	10											4	24		$ 3,860.80
5. Attend Meetings With TxDOT (Austin) (2 Mtgs - 5 hrs/ Mtg.)	10	10											4	24		$ 3,860.80
6. QA/QC 60% Submittal of EA	24	40		24		24							8	120		$ 17,818.88
	124	**160**	**0**	**24**	**0**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**52**	**384**	**0**	**$ 60,152.68**
M. US 281 / Military (4.0 Months)																
1. QA/QC of Categorical Exclusion (CE) Proposed By Atkins (4.0 Months)	10	20		16		0							4	50		$ 7,775.54
	10	**20**	**0**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**50**	**0**	**$ 7,775.54**
														0		$ -
HOURS TOTAL	**232**	**308**	**0**	**40**	**100**	**64**	**0**	**0**	**40**	**0**	**0**	**0**	**94**	**878**		**$ 130,132.56**
LABOR RATE PER HOUR	**$188.99**	**$175.49**	**$148.49**	**$134.99**	**$121.49**	**$107.99**	**$94.49**	**$81.00**	**$67.50**	**$62.10**	**$94.49**	**$62.10**	**$54.00**			
TOTAL DIRECT LABOR COSTS	$ 43,845.68	$ 54,050.92	$ -	$ 5,399.60	$ 12,149.00	$ 6,911.36	$ -	$ -	$ 2,700.00	$ -	$ -	$ -	$ 5,076.00	$ 130,132.56		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	33.69%	41.54%	0.00%	4.15%	9.34%	5.31%	0.00%	0.00%	2.07%	0.00%	0.00%	0.00%	3.90%	100.00%	CHECK	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	26.42%	35.08%	0.00%	4.56%	11.39%	7.29%	0.00%	0.00%	4.56%	0.00%	0.00%	0.00%	10.71%	100.00%	$ 130,132.56	
TOTAL DIRECT LABOR COST																**$ 130,132.56**

DIRECT EXPENSES	Rate	Unit	Amount	Total	
Lodging / Hotel ($85 / DAY)	$ 85.00	Each	10	$ 850.00	$ 850.00
Meals ($30.00 / DAY)	$ 30.00	Each	10	$ 300.00	$ 300.00
Mileage	$ 0.510	Each	0	$ -	$ -
Air Travel	$ 500.00	Each	6	$ 3,000.00	$ 3,000.00
Parking	$ 14.00	Each	0	$ -	$ -
Express Mail (Fed Ex)	$ 25.00	Each	0	$ -	$ -
Courier Services	$ 50.00	Each	10	$ 500.00	$ 500.00
Photocopies B/W (8.5 X 11)	$ 0.10	Each	3,000	$ 300.00	$ 300.00
Photocopies B/W (11 X 17)	$ 0.20	Each	500	$ 100.00	$ 100.00
Photocopies Color (11 X 17)	$ 1.25	Each	0	$ -	$ -
Plots (B/W on Bond)	$ 1.00	Each	0	$ -	$ -
Plots (Color on Bond)	$ 2.00	Each		$ -	$ -
Plots (Color on Photographic Paper)	$ 2.00	Each	0	$ -	$ -
Color Graphics on Foam Board	$ 5.00	Each	20	$ 100.00	$ 100.00
Newspaper Advertisement	$ 3,000.00	Each	0	$ -	$ -
TOTAL DIRECT EXPENSES				**$ 5,150.00**	**$ 5,150.00**

GRAND TOTAL	**$ 135,282.56**

ASSUMPTIONS

NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
WA No. 4
Subconsultant: Aranda and Associates
Schedule Duration: 4.0 Months (May 1, 2012 thru August 31, 2012)

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
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ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE TCC MODIFIED
(Final Negotiations 04/24/2012)

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Sr. Manager	Surveyor (RPLS)	Abstractor/ Researcher	Survey / CADD Tech	GIS Tech	CAD Operator	Micro station CAD Station	ESRI ArcInfo / ArcView Station	Clerical / Admin	Sr. Field Survey Tech (Party Chief)	2-person Field Crew	3-Person Field Crew	Total Labor Hrs.	Remarks	Task Cost
I. Oversight / Engineering Management															
K. IBTC (4.0 Months)															
1.) Coordinate / Manage Low Level Flight (8/1/2012 to 8/31/2012)	24	4		4					8				40		$ 6,006.76
2.) QA/QC Low Level Flight (Next Work Authorization)													0		$ -
	24	4	0	4	0	0	0	0	8	0	0	0	40	0	6,007
L. SH 365 / TCC (Modified) (Inc. TCC at GSA Anzalduas Bridge)(4.0 Months)															
1.) Coordinate / Manage Surveyors (Topo)	60	20		8					16				104		$ 15,882.68
2.) Coordinate Manage Surveyors (R.O.W)	60	20		8					16				104		$ 15,882.68
	120	40	0	16	0	0	0	0	32	0	0	0	208	0	31,765
	144	44	0	20	0	0	0	0	40	0	0	0	248	0	$ 37,772.12
HOURS TOTAL	144	44	0	20	0	0	0	0	40	0	0	0	248		
LABOR RATE PER HOUR	$ 210.20	$ 112.23	$ 69.96	$ 58.30	$ 58.30	$ 52.47	$ 10.20	$ 10.20	$ 34.98	$ 69.96	$ 129.72	$ 161.78			
TOTAL DIRECT LABOR COSTS	$ 30,268.80	$ 4,938.12	$ -	$ 1,166.00	$ -	$ -	$ -	$ -	$ 1,399.20	$ -	$ -	$ -	$ 37,772.12		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	8.63%	23.87%	3.65%	3.48%	1.74%	8.22%	1.45%	0.30%	0.65%	10.70%	26.14%	7.24%	100.00%	CHECK	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	3.43%	17.76%	4.36%	4.98%	2.49%	13.08%	11.84%	2.49%	1.56%	12.77%	16.82%	3.74%	100.00%	$ 37,772.12	
TOTAL DIRECT LABOR COST															$ 37,772.12
DIRECT EXPENSES	Rate	Unit	Amount	Total										$ -	
NONE														$ -	
														$ -	
TOTAL DIRECT EXPENSES				$ -											$ -
GRAND TOTAL															$ 37,772.12

ASSUMPTIONS

NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
WA No. 4
Subconsultant: Guzman & Munoz Engineering and Surveying, Inc.
Schedule Duration: 4.0 Months (May 1, 2012 thru August 31, 2012)

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Work Authorization No. 4
ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH
FOR TASKS ASSOCIATED WITH THE IBTC / TCC MODIFIED / US 281 MILITARY INCLUDING ENVIRONMENTAL TASKS
ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE TCC MODIFIED
(Final Negotiations 04/24/2012)

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal Engineer	QA/QC Manager	Project Manager	Senior Engineer	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
Oversight / Engineering Management (4.0 Months)										
K. IBTC (4.0 Months)										
Assist in Negotiating Engineering Contracts (Utilities)								0		$ -
Subtotal	0	0	0	0	0	0	0	0	0	$ -
								0		
General Administration								0		
F. Organize / Develop HCRMA Files By Project (Electronic and Hardcopy)			0				0	0		$ -
Subtotal	0	0	0	0	0	0	0	0	0	$ -
Subtotal	0	0	0	0	0	0	0	0	0	$ -
HOURS TOTAL	0	0	0	0	0	0	0	0		
LABOR RATE PER HOUR	$ 188.65	$ 134.75	$ 134.75	$ 156.31	$ 86.24	$59.29	$ 40.43			
TOTAL DIRECT LABOR COSTS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	CHECK	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	$ -	
TOTAL DIRECT LABOR COST										$ -

DIRECT EXPENSES	Rate	Unit	Amount	Total		
Overnight Mail - letter size	$ 50.00	Each		$ -	$ -	
Courier Services	$ 50.00	Each		$ -	$ -	
Photocopies B/W (8.5 X 11)	$ 0.10	Each		$ -	$ -	
Photocopies B/W (11 X 17)	$ 0.20	Each		$ -	$ -	
Photocopies Color (8.5 X 11)	$ 0.70	Each		$ -	$ -	
Photocopies Color (11 X 17)	$ 1.25	Each		$ -	$ -	
Plots (Color on Bond)	$ 2.00	Linear Foot		$ -	$ -	
TOTAL DIRECT EXPENSES				$ -		$ -
GRAND TOTAL						$ -

ASSUMPTIONS

NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
WA No. 4
Subconsultant: Barrera - Torres Infrastructure, PLCC
Schedule Duration: 4.0 Months (May 1, 2012 thru August 31, 2012)

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Work Authorization No. 4
ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH
FOR TASKS ASSOCIATED WITH THE IBTC / TCC MODIFIED / US 281 MILITARY INCLUDING ENVIRONMENTAL TASKS
ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE TCC MODIFIED
(Final Negotiations 04/24/2012)

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal Engineer	QA/QC Manager	Project Manager	Senior Engineer	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
K. IBTC (4.0 Months)										
1.) Assist in Negotiating Engineering Contracts (Utilities)								0		$ -
Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
L. SH 365 / TCC (Modified) (Inc. TCC at GSA Anzalduas Bridge)(4.0 Months)										
1.) Prepare Information / Hold Monthly Utility Meetings (4 hrs / Mtg x 10 Mtgs)	40		60	10	40	20	20	190		$ 22,961.90
2.) Review Utility Maps (60%)	32		120				32	184		$ 25,118.16
Subtotal	**72**	**0**	**180**	**10**	**40**	**20**	**52**	**374**	**0**	**$ 48,080.06**
Subtotal	**72**	**0**	**180**	**10**	**40**	**20**	**52**	**374**	**0**	**$ 48,080.06**
HOURS TOTAL	**72**	**0**	**180**	**10**	**40**	**20**	**52**	**374**		
LABOR RATE PER HOUR	**$ 175.18**	**$ 161.70**	**$ 148.23**	**$ 134.75**	**$ 86.24**	**$59.29**	**$ 53.90**			
TOTAL DIRECT LABOR COSTS	**$ 12,612.96**	**$ -**	**$ 26,681.40**	**$ 1,347.50**	**$ 3,449.60**	**$ 1,185.80**	**$ 2,802.80**	**$ 48,080.06**		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	**26.23%**	**0.00%**	**55.49%**	**2.80%**	**7.17%**	**2.47%**	**5.83%**	**100.00%**	**CHECK**	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	**19.25%**	**0.00%**	**48.13%**	**2.67%**	**10.70%**	**5.35%**	**13.90%**	**100.00%**	**$ 48,080.06**	
TOTAL DIRECT LABOR COST										
DIRECT EXPENSES	**Rate**	**Unit**	**Amount**	**Total**						
Overnight Mail - letter size	$ 50.00	Each		$ -					**$ -**	
Courier Services	$ 50.00	Each	5	$ 250.00					**$ 250.00**	
Photocopies B/W (8.5 X 11)	$ 0.10	Each	200	$ 20.00					**$ 20.00**	
Photocopies B/W (11 X 17)	$ 0.20	Each	125	$ 25.00					**$ 25.00**	
Photocopies Color (8.5 X 11)	$ 0.70	Each		$ -					**$ -**	
Photocopies Color (11 X 17)	$ 1.25	Each		$ -					**$ -**	
Plots (Color on Bond)	$ 2.00	Linear Foot		$ -					**$ -**	
TOTAL DIRECT EXPENSES				**$ 295.00**						**$ 295.00**
GRAND TOTAL										**$ 48,375.06**

ASSUMPTIONS

NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
WA No. 4
Subconsultant: HDR Engineering
Schedule Duration: 4.0 Months (May 1, 2012 thru August 31, 2012)

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Work Authorization No. 4
ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH
FOR TASKS ASSOCIATED WITH THE IBTC / TCC MODIFIED / US 281 MILITARY INCLUDING ENVIRONMENTAL TASKS
ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE TCC MODIFIED
(Final Negotiations 04/24/2012)

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Funding Revenue Specialist	Procurement Specialist	Budgets / Contracts / Controls	Senior Engineer (V)	Project Engineer (IV)	Senior Designer	Document Control Specialist	Admin Assistant	Total Labor Hrs.	Remarks	Task Cost
Oversight / Engineering Management											
A. IBTC / TCC Segment D and La Joya Relief Route T&R Studies (4.0 Months)											
1.) Attend Update Meetings (2 Mtgs @ 12 hrs / Mtg.)	24			24				8	56		$ 10,601.52
2.) QA/QC Final T&R Studies	60			40				10	110		$ 22,568.70
3) Management Assistance with Financial Plan Analysis after New T&R No. from C&M	24		30					10	64		$ 12,765.78
	108	**0**	**30**	**64**	**0**	**0**	**0**	**28**	**230**	**0**	**$ 45,936.00**
HOURS TOTAL	**108**	**0**	**30**	**64**	**0**	**0**	**0**	**28**	**230**		
LABOR RATE PER HOUR	**$ 254.62**	**$ 266.20**	**$ 202.54**	**$ 167.82**	**$ 150.46**	**$92.59**	**$ 72.34**	**$ 57.87**			
TOTAL DIRECT LABOR COSTS	$ 27,498.96	$ -	$ 6,076.20	$ 10,740.48	$ -	$ -	$ -	$ 1,620.36	$ 45,936.00		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	**59.86%**	**0.00%**	**13.23%**	**23.38%**	**0.00%**	**0.00%**	**0.00%**	**3.53%**	**100.00%**	**CHECK**	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	**46.96%**	**0.00%**	**13.04%**	**27.83%**	**0.00%**	**0.00%**	**0.00%**	**12.17%**	**100.00%**	**$ 45,936.00**	
TOTAL DIRECT LABOR COST											
DIRECT EXPENSES	**Rate**	**Unit**	**Amount**	**Total**							
Lodging / Hotel ($100.00 / DAY)	$ 100.00	Each	4	$ 400.00						**$ 400.00**	
Meals ($30.00 / DAY)	$ 30.00	Each	4	$ 120.00						**$ 120.00**	
Rental Car	$ 90.00	Each	2	$ 180.00						**$ 180.00**	
Air Travel	$ 500.00	Each	4	$ 2,000.00						**$ 2,000.00**	
Overnight Mail - letter size	$ 50.00	Each		$ -						**$ -**	
Courier Services	$ 50.00	Each		$ -						**$ -**	
Photocopies B/W (8.5 X 11)	$ 0.10	Each		$ -						**$ -**	
Photocopies B/W (11 X 17)	$ 0.20	Each		$ -						**$ -**	
Photocopies Color (8.5 X 11)	$ 0.70	Each		$ -						**$ -**	
Photocopies Color (11 X 17)	$ 1.25	Each		$ -						**$ -**	
Plots (Color on Bond)	$ 2.00	Linear Foot		$ -						**$ -**	
TOTAL DIRECT EXPENSES				**$ -**							**$ 2,700.00**
GRAND TOTAL											**$ 48,636.00**

ASSUMPTIONS

NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
WA No. 4
Subconsultant: Unintech Consulting Engineers
Schedule Duration: 4.0 Months (May 1, 2012 thru August 31, 2012)

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Work Authorization No. 4
ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH
FOR TASKS ASSOCIATED WITH THE IBTC / TCC MODIFIED / US 281 MILITARY INCLUDING ENVIRONMENTAL TASKS
ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE TCC MODIFIED
(Final Negotiations 04/24/2012)

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Senior Project Manager	QA/QC Officer	Project Manager	Senior Engineer	Project Engineer	Engineering Intern (EIT)	Senior Designer	Engineering Tech/CADD	Total Labor Hrs.	Remarks	Task Cost
Oversight / Engineering Management											
L. SH 365 / TCC (Modified) (Inc. TCC at GSA Anzalduas Bridge)(4.0 Months)											
Review Comments on 100% Submittal of TCC at GSA / Anzalduas Bridge	10	60		60	60	20			210		$ 29,967.90
	10	**60**	**0**	**60**	**60**	**20**	**0**	**0**	**210**	**0**	**$ 29,967.90**
HOURS TOTAL	**10**	**60**	**0**	**60**	**60**	**20**	**0**	**0**	**210**		
LABOR RATE PER HOUR	**$ 188.99**	**$ 175.49**	**$ 148.49**	**$ 134.99**	**$ 121.49**	**$107.99**	**$ 94.49**	**$ 81.00**			
TOTAL DIRECT LABOR COSTS	$ 1,889.90	$ 10,529.40	$ -	$ 8,099.40	$ 7,289.40	$ 2,159.80	$ -	$ -	$ 29,967.90		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	**6.31%**	**35.14%**	**0.00%**	**27.03%**	**24.32%**	**7.21%**	**0.00%**	**0.00%**	**100.00%**	**CHECK**	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	**4.76%**	**28.57%**	**0.00%**	**28.57%**	**28.57%**	**9.52%**	**0.00%**	**0.00%**	**100.00%**	**$ 29,967.90**	
TOTAL DIRECT LABOR COST											
DIRECT EXPENSES	**Rate**	**Unit**	**Amount**	**Total**							
Lodging / Hotel ($100.00 / DAY)	$ 100.00	Each	2	$ 200.00						**$ 200.00**	
Meals ($30.00 / DAY)	$ 30.00	Each	2	$ 60.00						**$ 60.00**	
Rental Car	$ 90.00	Each	2	$ 180.00						**$ 180.00**	
Air Travel	$ 500.00	Each	2	$ 1,000.00						**$ 1,000.00**	
Overnight Mail - letter size	$ 50.00	Each	3	$ 150.00						**$ 150.00**	
Courier Services	$ 50.00	Each		$ -						**$ -**	
Photocopies B/W (8.5 X 11)	$ 0.10	Each		$ -						**$ -**	
Photocopies B/W (11 X 17)	$ 0.20	Each	200	$ 40.00						**$ 40.00**	
Photocopies Color (8.5 X 11)	$ 0.70	Each		$ -						**$ -**	
Photocopies Color (11 X 17)	$ 1.25	Each		$ -						**$ -**	
Plots (Color on Bond)	$ 2.00	Linear Foot		$ -						**$ -**	
TOTAL DIRECT EXPENSES				**$ 190.00**							**$ 1,630.00**
GRAND TOTAL											**$ 31,597.90**

ASSUMPTIONS

NONE

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: _____ Assigned Goal: **12%** Prime Provider Dannenbaum Engineering Corporation

Work Authorization (WA)#: 4 WA Amount: **$891,814.61** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: : _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
T&R Studies / Financing Plan Review Oversight	**$48,636.00**
Total Commitment Amount *(Including all additional pages.)*	**$48,636.00**

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: Dannenbaum Engineering Corporation **Address: 1109 Nolana, Suite 208, McAllen, Texas 78504** **PH: (956)682-3677; FX: (956)686-1822** **Email: louis.jones@dannenbaum.com**	**Name:** Louis H. Jones Jr., P.E. ***(Please Print)*** **Title:** Principal **Signature** **Date** 4/25/12
DBE/HUB Sub Provider N/A **Subprovider Name: HDR Engineering, Inc.** **VID Number: 47-068-0568** **Address: 1020 NE Loop 410, Suite 400, San Antonio, Texas 78209** **PH: (210)841-2800; FX: (210)841-2828** **Email: carmen.fitts@hdrinc.com**	**Name:** Carmen Abad-Fitts, P.E. ***(Please Print)*** **Title:** Vice President **Signature** **Date**
Second Tier Sub Provider N/A **Subprovider Name: N/A** **VID Number: N/A** **Address: N/A** **Phone #& Fax #: N/A** **Email: N/A**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: _____ Assigned Goal: **12%** Prime Provider Dannenbaum Engineering Corporation

Work Authorization (WA)#: 4 WA Amount: **$891,814.61** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: : _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Environmental Services Oversight (FC 120)	**$135,282.56**
Total Commitment Amount *(Including all additional pages.)*	**$135,282.56**

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: Dannenbaum Engineering Corporation **Address: 1109 Nolana, Suite 208, McAllen, Texas 78504** **PH: (956)682-3677; FX: (956)686-1822** **Email: louis.jones@dannenbaum.com**	**Name:** Louis H. Jones Jr., P.E. ***(Please Print)*** **Title:** Principal **Signature** **Date** 4/25/12
DBE/HUB Sub Provider **Subprovider Name: Blanton & Associates, Inc.** **VID Number: 17428458388** **Address: 5 Lakeway Centre Court, Suite 200 Austin, Texas 45734** **PH: (512)264-1095; FX: (512)284-1531** **Email: admin@blantonassociates.com**	**Name:** Don Blanton ***(Please Print)*** **Title:** President **Signature** **Date**
Second Tier Sub Provider N/A **Subprovider Name: N/A** **VID Number: N/A** **Address: N/A** **Phone #& Fax #: N/A** **Email: N/A**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: _____ Assigned Goal: **12%** Prime Provider Dannenbaum Engineering Corporation

Work Authorization (WA)#: 4 WA Amount: **$891,814.61** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Administrative Support (FC 102,120,160,145)	
Total Commitment Amount *(Including all additional pages.)*	

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

Provider Name: Dannenbaum Engineering Corporation **Address: 1109 Nolana, Suite 208, McAllen, Texas 78504** **PH: (956)682-3677; FX: (956)686-1822** **Email: louis.jones@dannenbaum.com**	**Name:** Louis H. Jones Jr., P.E. ***(Please Print)*** **Title:** Principal **Signature** **Date** 4/25/12
DBE/HUB Sub Provider (N/A) **Subprovider Name: Guzman Munoz Engineering and Surveying, Inc.** **VID Number:** **Address: 913 East Harrison, Suite 14** **Harlingen, Texas 78550** **PH: (956)425-1330; FX: (956)425-1685** **Email: jmunoz@gmes.com**	**Name:** Jose Muñoz, P.E. ***(Please Print)*** **Title:** President **Signature** **Date**
Second Tier Sub Provider N/A **Subprovider Name: N/A** **VID Number: N/A** **Address: N/A** **Phone #& Fax #: N/A** **Email: N/A**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: _____ Assigned Goal: **12%** Prime Provider Dannenbaum Engineering Corporation

Work Authorization (WA)#: 4 WA Amount: **$891,814.61** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: : _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Utility Oversight (FC 102, 130, 160)	**$48,375.06**
Total Commitment Amount *(Including all additional pages.)*	**$48,375.06**

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: Dannenbaum Engineering Corporation **Address: 1109 Nolana, Suite 208, McAllen, Texas 78504** **PH: (956)682-3677; FX: (956)686-1822** **Email: louis.jones@dannenbaum.com**	**Name:** Louis H. Jones Jr., P.E. ***(Please Print)*** **Title:** Principal **Signature** **Date** 4/25/12
DBE/HUB Sub Provider **Subprovider Name: Barrera-Torres Infrastructure, PLCC** **VID Number: 27-1647602** **Address: 7001 North 10th Street, Ste 300** **McAllen, 78504** **PH: (956)687-3355; FX: (956)687-3356** **Email: rene@big-engineering.com**	**Name:** Rene Barrera, P.E. ***(Please Print)*** **Title:** President **Signature** **Date**
Second Tier Sub Provider N/A **Subprovider Name: N/A** **VID Number: N/A** **Address: N/A** **Phone #& Fax #: N/A** **Email: N/A**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: _____ Assigned Goal: **12%** Prime Provider Dannenbaum Engineering Corporation

Work Authorization (WA)#: 4 WA Amount: **$891,814.61** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: : _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Survey Oversight (FC 130)	**$37,772.12**
Total Commitment Amount *(Including all additional pages.)*	**$37,772.12**

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: Dannenbaum Engineering Corporation **Address: 1109 Nolana, Suite 208, McAllen, Texas 78504** **PH: (956)682-3677; FX: (956)686-1822** **Email: louis.jones@dannenbaum.com**	**Name:** Louis H. Jones Jr., P.E. ***(Please Print)*** **Title:** Principal **Signature** **Date** 4/25/12
DBE/HUB Sub Provider **Subprovider Name: Aranda & Associates, Inc.** **VID Number: 04-3746373** **Address: 1552 West Dove Avenue** **McAllen, Texas 78504** **PH: (956)631-0944; FX: (956)631-0945** **Email: arandaj@arandaworld.com**	**Name:** James Aranda, RPLS ***(Please Print)*** **Title:** President **Signature** **Date**
Second Tier Sub Provider N/A **Subprovider Name: N/A** **VID Number: N/A** **Address: N/A** **Phone #& Fax #: N/A** **Email: N/A**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	_____	**AGENDA ITEM**	**2**
PLANNING COMMITTEE	**X**	**DATE SUBMITTED**	**4/24/12**
FINANCE COMMITTEE	_____	**MEETING DATE**	**4/26/12**
TECHNICAL COMMITTEE	_____		

2. Agenda Item: **DISCUSSION, CONSIDERATION AND RECOMMENDATION ON ATKINS NORTH AMERICA, INC., SUPPLEMENTAL NO. 6 TO AGREEMENT FOR IBTC.**

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

Consideration and recommendation on Supplemental No. 6 for no net change in the contract amount to obtain the final environmental assessment for the IBTC.

3. Policy Implication: Board Policy, Texas Government Code

4. Budgeted: ___Yes _X_No ___N/A

Funding Source: Vehicle Registration Fund

Original Contract Amount	$3,056,000.00
Supplemental No. 1	$1,149,000.00
Supplemental No. 2	($2,168,200.00)
Supplemental No. 3	$ 800,129.00
Supplemental No. 4	$ 221,853.00
Supplemental No. 5	($ 146,091.00)
Supplemental No. 6 (proposed)	**$ 0.00**
Revised Contract Amount	$2,912,691.00

5. Staff Recommendation**: Motion to recommend Supplemental No. 6 with Atkins North America, Inc., in the amount of $0.00 for no net change to the contract amount.**

6. Board Attorney: _X_Approved ___Disapproved ___None

7. Executive Director's Recommendation: _X_Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Rick Perez, Chairman – Planning Committee

From: Pilar Rodriguez, PE, Executive Director

Date: April 24, 2012

Re: **Atkins North America, Inc. Supplemental No. 6 - IBTC**

At the April 10, 2008, regular meeting, the Board of Directors assigned environmental services back to the Hidalgo County Regional Mobility Authority from the project development agent for the Hidalgo County Loop Project. Atkins North America, Inc. (formerly PBS&J) was awarded an environmental service agreement in the amount of $3,056,000. Subsequently, the Board has authorized Supplemental No. 1, 2, 3, 4 and 5 for a revised contract amount of $2,912,691. Supplements 1-5 were for environmental clearance of sections A-F, FM 1925, IBTC, TCC, GSA Complex and US 83 Interchange. The supplements also deleted or combined the various segments/projects as they were reviewed by the Board, leaving the IBTC as the current project in the contract.

Atkins' task under Supplemental No. 6 includes obtaining a final decision for existing documents for the IBTC environmental assessment.

Atkins is proposing no net change in the contract amount for this work.

Based on review by this office, approval of Supplemental No. 6 is recommended to **Atkins North America** for **no net change** in the contract amount, which remains at **$2,912,691**.

Additionally, I have attached the revised scope and level of effort for the proposed supplement for your review and consideration.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012-08

APPROVING SUPPLEMENT 6 TO THE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND ATKINS GLOBAL (FORMERLY PBS&J CORPORATION) FOR PROFESSIONAL ENVIRONMENTAL SERVICES FOR THE INTERNATIONAL BRIDGE CORRIDOR CONNECTOR PROJECT

THIS RESOLUTION is adopted this 2nd day of May, 2012 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority") 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, pursuant to the authority of Chapter 222 of the Texas Transportation Code, Board action on August 9, 2007, and that certain Preliminary Project Development Agreement effective March 12, 2008 (the "PDA"), the Board engaged Hidalgo County Road Builders as its pass-through agent (the "Agent") in connection with the development of the Hidalgo Loop System (collectively, the "Project") and the Agent entered into a contract for environmental consulting services for all sections of the Project (the "Contract") with PBS&J Corporation (now Atkins Global) (the "Consultant");

WHEREAS, in order to ensure the independence of the environmental review process, on April 10, 2008, the Authority accepted the assignment of the Contract from the Agent, establishing that environmental work related to the Project would be performed under the supervision of the Authority and not the Agent (the "Assigned Contract" or the "Agreement");

WHEREAS, the Agreement has been supplemented five times, to wit:

- Supplement 01: Expanded the scope and budget of the Project under the Agreement;
- Supplement 02: Redefined the Project concept and scope, reducing the Project under the Agreement;
- Supplement 03: Addressed further changes to Project and scope, refining the Project limits to include IBTC and TCC;
- Supplement 04: Included environmental work for the GSA facility and US83;

- Supplement 05: Authorized changes to the Project scope and reduced the overall scope and fees reflecting discontinuation of GSA and TCC work; and

WHEREAS, the Board finds it to be in the best interest of the Authority to further modify the Agreement as described in Supplement No. 6, attached hereto;

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 authorizes Supplement 6 to the Agreement attached hereto 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 SPECIAL MEETING on the 2nd day of May, 2012, at which meeting a quorum was present.

_____
Dennis Burleson, Chairman

_____
Joe Daniel Olivarez, Secretary/Treasurer

EXHIBIT A

Supplement 6

SUPPLEMENTAL CONSULTING AGREEMENT

BETWEEN

CLIENT AND CONSULTANT

FOR PROFESSIONAL SERVICES

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY PROJECTS

Hidalgo County, Texas

THIS IS SUPPLEMENTAL AGREEMENT **_____06____** between **Hidalgo County Regional Mobility Authority (HCRMA)** ("CLIENT"), and **ATKINS**, formerly **PBS&J**, ("CONSULTANT").

I. CLIENT and CONSULTANT have entered into an agreement dated September 25, 2008 to conduct **Preliminary Planning (Phase One)** and **NEPA Environmental Assessment (Phase Two) Studies** for the proposed Hidalgo Loop (Sections A, B, C, D, A3) in Hidalgo County, Texas.

Phase One studies consist of tasks to be completed prior to formal initiation of NEPA studies and includes services leading up to the selection of the preferred alignment for each Section. Phase Two studies consist of tasks to be completed during NEPA studies and include conducting environmental analyses of the preferred alignment to support the environmental documentation efforts.

- **Supplemental Agreement 01** expanded the scope and budget by adding Sections E, F and FM 1925 Extension to Hidalgo Loop system.

- **Supplemental Agreement 02** redefined the project concept and scope of the proposed Hidalgo Loop resulting in reduction in scope and budget. Changes included: reduction in Section A limits; Section B limits were changed to connect to the Pharr and Donna International bridges; incorporation of Section A3 into Section B; termination of Phase Two tasks for Sections C, D, E, and F; and termination of Phase One and Two tasks for the FM 1925 Extension.

- **Supplemental Agreement 03** addressed the change in project concept and scope and redefined the projects for development by the HCRMA as the Hidalgo International Bridge Trade Corridor and the Trade Corridor Connector. Supplemental Agreement 03 also consolidated services as identified in Supplemental Agreement 02; and provided additional scope of services to complete the environmental process for project development for the International Bridge Trade Corridor (IBTC) and Trade Corridor Connector (TCC).

- **Supplemental Agreement 04** included services necessary to prepare environmental documents for proposed interchanges at the Anzalduas GSA facility and at US 83/IBTC.

- **Supplemental Agreement 05** included services to conduct a Phase II environmental site assessment (ESA) for the Donna Reservoir; to revise the project limits in the environmental assessment based on removal of the US 281 Overpass and Border Safety Inspection Facility Connector; to support the RMA with IBWC, NADBank and BECC coordination and IBWC permitting; and, reduction of scope and fee based on discontinuation of all work on the Anzulduas GSA Connector and the TCC.

- **Supplemental Agreement 06** addresses obtaining HCRMA's environmental decision for the existing environmental document and includes the following:

  - Services to update the United States Fish and Wildlife Services (USFWS) coordination (to be completed by the HCRMA General Engineering Consultant [GEC]) in the Final IBTC environmental assessment (EA).

- Assumes no change in the existing 14.7-mile project limits, which extend from U.S. Highway (US) 83 Expressway (0.5 mile east of Farm-to-Market Road [FM] 1423) to US 281 (Military Highway) at San Juan Road and to FM 493 approximately 1.5 miles north of US 281 (see attached map).
- Assumes that no other changes are required in the EA other than updating the EA with the results of the USFWS coordination.
- Assumes one round of review for the updated EA sections only.
- Assumes that a re-distribution of the EA is not required.
- Assumes all scope items from the previous scope of work remains in effect except as indicated in Attachment K-1 (Division of Responsibilities).

▪ Section 404 permitting services will be conducted by the HCRMA GEC and therefore have been removed from the scope and fee.

▪ A conditional clearance for the historic resources survey was issued by the Texas Historical Commission (THC) on April 6, 2011; however, further coordination with THC is required to obtain final clearance for historic resources upon completion of final design. Coordination regarding the engineering details at the historic canal locations will be conducted by the HCRMA GEC and therefore this service has been removed from the scope and fee.

▪ IBWC construction permit/license services will be conducted by the HCRMA GEC and therefore have been removed from the scope and fee.

II. The change in fee and scope tasks associated with Supplemental 06 is included as Attachment K-1 (Fee Summary) to this agreement.

III. The amount of **Supplemental Agreement 06** results in **no net change** in the contract amount. With this supplemental agreement, the maximum amount payable will remain **$2,912,691.00**. (See Attachment K-1).

IV. **Supplemental Agreement 06** shall become effective on the date of final execution of the parties hereto. All other terms and conditions not hereby amended are to remain in full force and effect.

This Agreement is hereby accepted and acknowledged below.

CONSULTANT	**CLIENT**
_____	_____
Tracy Hill, P.E.	Dennis Burleson
Vice President	Chairman
Atkins (formerly PBS&J)	Hidalgo County Regional Mobility Authority
Date: _____	Date: _____

ATTACHMENT: Project Map
ATTACHMENT K-1: Fee Estimate

Mission
MISSION EXPRESSWAY
US 83
Taylor
Uvalde
Jordan
McAllen
23rd
McAllen Miller Intl
Ridge
San Juan
Alamo
FM 495
Carroll
US 83
Mile 9
FM 493
Billman
Hutto
Donna
Moore
1 Mile
Ridge
Border
Lakes
South
El Gato
FM 1423
FM 493
FM 2557
Madero Community
UPRR
SHARYLAND
McALLEN SOUTHWEST
33rd
BOTELO
FM 1016
23rd
Taylor
Pharr
MAQUILPARK
Anzalduas Dam
Rivera
Thomas
Stewart
Anzalduas
4WD Road
SH 115
TRE PUENTES
State Hwy 336
McColl
FM 2061
Las Milpas
Tower
Border
KEYSTONE
PHARR
Highline
15th
Hidalgo-Reynosa
Anaya
CAPOTE INTERNATIONAL
US Hwy 281
Doffin Canal
Cage
Reynosa
USA
MEXICO
Pharr-Reynosa
Donna
FM 493

Datum: NAD 83
Projection: UTM
Zone: 14N
Units: Meters

Project Vicinity

McAllen
HIDALGO
USA
Reynosa
Mexico

SH 365\Trade Corridor Connector\TCC
International Bridge Trade Corridor\IBTC
SH 365/TCC (Feb 2012)
Dam
Existing International Bridge
Freight Transfer Facility

0 7,000 14,000 Feet

SH 365/TCC and IBTC Location
Hidalgo County, Texas

Prepared by: Atkins/15490
Date: Feb, 10, 2012
N:\Clients\G_H\Hidalgo_Co_RMA\100020726\geo\figs\01_prj_loc_map.mxd

ATKINS

Hidalgo County RMA
International Bridge Trade Corridor
Environmental Services Contract

ATTACHMENT K-1

SUPPLEMENTAL AGREEMENT 06 FEE PROPOSAL

Contracts	Description	Date of Signed Contractual Agreement	Contractual Agreement Amount	Contractual Agreement Balance
Original Contract	Hidalgo Loop (Sections A - D & A3)	April 10, 2008	$3,056,000	$3,056,000
Supplemental Agreement 01	Hidalgo Loop (Sections E, F & FM 1925 Extension)	September 25, 2008	$1,149,000	$4,205,000
Supplemental Agreement 02	Termination of Phase Two Tasks for Sections E, F & FM 1925 Extension	September 16, 2009	($2,168,200)	$2,036,800
Supplemental Agreement 03	Redefinition to TCC (Formerly Section A) and IBTC (Formerly Sections B & A3)	March 3, 2010	$800,129	$2,836,929
Supplemental Agreement 04	Addition of Anzalduas GSA Connector and US 83 Direct Connector	April 5, 2010	$221,853	$3,058,782
Supplemental Agreement 05	IBTC Phase II Site Assessment, IBTC Revised Limits (w/o US 281/IBTC), and termination of Anzalduas GSA	October 27, 2010	($146,091)	$2,912,691
Supplemental Agreement 06	IBTC Environmental Decision		$0.00	$2,912,691

ATKINS

Hidalgo County RMA

International Bridge Trade Corridor

Environmental Services Contract

Supplemental 06

COMBINED FEE PROPOSAL

IBTC Environmental Services		Supplemental 06	IBTC Budget Remaining	Unbilled (As of March 2012)
2.1	DATA COLLECTION (ROE)	$0	$0.00	$0.00
2.2	NEED AND PURPOSE & ALTERNATIVES	$0	$0.00	$0.00
2.3	PUBLIC INVOLVEMENT	$0	$0.00	$0.00
2.4	ENVIRONMENTAL DOCUMENT*	$47,612.75	$0.00	$0.00
2.5	SECTION 404 DELINEATION	$0	$25,208.21	$0.00
2.6	CULTURAL RESOURCES	$0	$23,728.35	$1,340.00
2.7	NEPA/ENVIRONMENTAL TASK MANAGEMENT	$0	$1,624.19	$1,608.00
3.1	PHASE II SITE ASSESSMENT	$0	$0.00	$0.00
	DIRECT EXPENSES[1]	$39,143.80	$39,143.80	$0.00
	Total	**$86,757**	$89,704.55	$2,948.00

*Remaining funds to be shifted into Task 2.4 (Environmental Document)

Note:-

1) Direct Expenses include:	
Atkins Direct Expenses	$31,124.30
L&G Remaining Fees	$8,019.50
2) Unbilled as of March 1, 2012	$1,608.00
3) Unearned charges as of March 14, 2012	$1,340.00

Hidalgo County Regional Mobility Authority (HCRMA)
International Bridge Trade Corridor Environmental Services
Division of Responsiblities

TASK	TASK DESCRIPTION	ASSUMPTIONS/STATUS	ATKINS ROLE	L&G ROLE
2.1	**RIGHT-OF-ENTRY (ROE)**			
	Identify/map outstanding priority parcels		N/A	N/A
	ROE Coordination		N/A	N/A
2.2	**NEED AND PURPOSE & ALTERNATIVES**			
	Update Need & Purpose	Task complete; no change	Support	**Lead**
	Update Alternatives	Task complete; no change	Support	**Lead**
2.3	**AGENCY COORDINATION & PUBLIC INVOLVEMENT**			
	Agency Coordination			
	USFWS Coordination	Coordination to be completed by HCRMA GEC. Incorporate findings/recommendations into EA.	Support	**Lead**
	Coordination w. TPWD, TCEQ, IBWC		Support	**Lead**
	Public Meeting	Task complete; no change		
	Secure Public Meeting site and complete other logistics		N/A	N/A
	Create Mailing List		N/A	N/A
	Prepare and Publish Public Meeting Notice in local publications (30-day & 10-day)		N/A	N/A
	Mail Notice		N/A	N/A
	Prepare Public Meeting Exhibits		Support	Support
	Attend Public Meeting		Support	Support
	Prepare Public Hearing Summary Report		Support	Support
	Public Hearing	Task complete; no change		
	Secure Public Hearing site and complete other logistics		N/A	N/A
	Create Mailing List		N/A	N/A
	Prepare and Publish Public Hearing Notice in local publications (30-day & 10-day)		N/A	N/A
	Mail Notice		N/A	N/A
	Prepare Presentation		Support	Support
	Prepare Public Hearing Exhibits		Support	Support
	Attend Public Hearing		Support	Support
	Prepare Public Hearing Summary Report		Support	Support
2.4	**ENVIRONMENTAL DOCUMENT**			
	Revise Draft EA	Assumes no changes other than including USFWS coordination		
	Chapter 1: Introduction	Update per USFWS coordination	N/A	**Lead**
	Chapter 2: Need and Purpose		N/A	**Lead**
	Chapter 3: Description of Proposed Action		N/A	**Lead**
	Chapter 4: Alternatives Analysis		N/A	**Lead**
	Chapter 5: Affected Environment & Environmental Consequences		N/A	**Lead**
	ROW Displacements		N/A	**Lead**
	Early ROW Acquisition		N/A	**Lead**
	Socioeconomic Data		N/A	**Lead**
	Land Use		N/A	**Lead**
	Soils		N/A	**Lead**
	Farmland Protection Policy Act		N/A	**Lead**
	Vegetation		N/A	**Lead**
	Beneficial Landscape Practices		N/A	**Lead**
	Invasive Species		N/A	**Lead**
	Wildlife		N/A	**Lead**
	Migratory Bird Treaty Act		N/A	**Lead**
	Threatened and Endangered Species	Update per USFWS coordination	N/A	**Lead**
	Parkland		N/A	**Lead**
	Wetlands and Waters of the U.S.		**Lead**	N/A
	Permits		N/A	**Lead**
	Essential Fish Habitat		N/A	**Lead**
	Coastal Management Program		N/A	**Lead**
	Water Quality		N/A	**Lead**
	Floodplains		N/A	**Lead**
	Air Quality		N/A	**Lead**
	Noise		N/A	**Lead**
	Hazardous Materials		N/A	**Lead**
	Historic Properties		**Lead**	N/A
	Archaeological Sites		**Lead**	N/A
	Airspace Clearance		N/A	**Lead**
	Utilities		N/A	**Lead**
	Construction Impacts		N/A	**Lead**
	Chapter 6: Indirect Impacts		N/A	**Lead**
	Chapter 7: Cumulative Impacts		N/A	**Lead**
	Chapter 8: Public Involvement & Agency Coordination		N/A	**Lead**
	Chapter 9: Conclusion		N/A	**Lead**
	Chapter 10: References		N/A	**Lead**
	Exhibits		N/A	**Lead**
	Appendices	Update per USFWS coordination	N/A	**Lead**

Hidalgo County Regional Mobility Authority (HCRMA)
International Bridge Trade Corridor Environmental Services
Division of Responsiblities

TASK	TASK DESCRIPTION	ASSUMPTIONS/STATUS	ATKINS ROLE	L&G ROLE
	QA/QC (Draft #1)		Lead	Support
	QA/QC (Draft #2)		Lead	Support
	Draft EA Revisions	Assumes one round of review for the updated EA sections only.		
	Respond to GEC Comments		Support	Lead
	Respond to Agency Comments		Support	Lead
	EA Distribution/NOA	Task complete; no change		
	Publish & Distribute Final Draft EA		Lead	
	Respond to comments		Support	Lead
	Finalize EA		Support	Lead
	Environmental Decision			
	Draft Environmental Decision Document	Submit for HCRMA GEC review	Support	Lead
	Environmental Permits Issues & Commitments (EPIC)	Submit for HCRMA GEC review	Support	Lead
	Final Environmental Decision Document			Lead
	Environmental Decision NOA			
	Prepare Draft NOA	Submit for HCRMA GEC review	Support	Lead
	Finalize NOA			Lead
	Publish NOA			Lead
2.5	**SECTION 404 DELINEATION**			
	Wetlands/Waters of the US Report	Task complete; no change		
	Field surveys		Lead	
	Mapping of Boundaries/Prepare data forms		Lead	
	Draft Wetlands Report		Lead	
	Coordinate w. USACE		Lead	
	Respond to Comments		Lead	
	Section 404 Permit	To be completed by HCRMA GEC; removed from scope of services.		
	USACE Permit Application and Mitigation		Lead	
	USACE Agency Coordination		Lead	
	TCEQ Water Quality Certification		Lead	
2.6	**CULTURAL RESOURCES**			
	Archaeological Resources	Task complete; no change		
	Addendum to Cultural Resources Report		Lead	
	Background Study		Lead	
	Research Design & Antiquities Permit		Lead	
	Fieldwork		Lead	
	Lab Analysis and Curation		Lead	
	Prepare draft report		Lead	
	Respond to ENV Comments		Lead	
	Respond to THC Comments		Lead	
	Provide Information for Tribal Coordination		Lead	
	Historic Resources	To be completed by HCRMA GEC; removed from scope of services. Requires engineering details at historic canal to achieve final THC clearance		
	Addendum to Cultural Resources Report		Lead	
	Respond to THC Comments		Lead	
2.7	**NEPA/ENV TASK MANAGEMENT**			
	Develop & Maintain Project Schedule		Lead	Support
	Weekly Calls/General Purpose Meetings with HCRMA		Lead	Support
	Weekly Coordination with Design Engineer		Lead	Support
	Monthly Project Administration (Invoicing, Progress Reports, etc.)	Provide monthly progress reports and invoices	Lead	Support
	Monthly HCRMA Meetings	Attend 2 HCRMA meetings and provide status update.	Lead	Support
	Project Workshops/Briefing		Lead	Support
	Organize and Maintain Technical Data File		Lead	Support
	QA/QC		Lead	Support
3.1	**PHASE II SITE ASSESSMENT**		**N/A**	**N/A**
	Initiate Coordination with IBWC field office			
	Permit application (project sponsor letter, proposed plans, and resource agencies letters of compliance)	To be completed by HCRMA GEC; removed from scope of services.		
	IBWC Permit Coordination			

Note:-
Red text indicates scope changes.

Post, Buckley, Schuh and Jernigan, Inc.

Report of Independent Certified Public Accountants on Schedule of Direct Labor and Fringe Benefits and Schedule of General Overhead
For the Year Ended September 30, 2010

Contents

McGladrey

Independent Auditor's Report
on Schedule of Direct Labor and Fringe Benefits
and Schedule of General Overhead

To the Board of Directors
Post, Buckley, Schuh and Jernigan, Inc.
Tampa, Florida

We have audited the accompanying Schedule of Direct Labor and Fringe Benefits and Schedule of General Overhead (Schedules) of Post, Buckley, Schuh and Jernigan, Inc. (the Company) for the year ended September 30, 2010. These Schedules are the responsibility of the Company's management. Our responsibility is to express an opinion on these Schedules based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Schedules are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Schedule of Direct Labor and Fringe Benefits and Schedule of General Overhead. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall Schedules presentation. We believe that our audit provides a reasonable basis for our opinion.

The accompanying Schedules were prepared on the basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulation (FAR) and certain other federal and state regulations as discussed in Note 1, and is not intended to be a presentation in conformity with accounting principles generally accepted in the United States of America.

In our opinion the Schedules referred to above present fairly, in all material respects, the direct labor, fringe benefits, and general overhead of Post, Buckley, Schuh and Jernigan, Inc. for the year ended September 30, 2010, on the basis of accounting described in Note 1.

In accordance with *Government Auditing Standards*, we have also issued our report dated March 15, 2011, on our consideration of the Company's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

This report is intended solely for the use and information of the Board of Directors of Post, Buckley, Schuh & Jernigan, Inc. and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation and should not be used by anyone other than those specified parties.

McGladrey & Pullen, LLP

Orlando, Florida
March 15, 2011

Post, Buckley, Schuh and Jernigan, Inc.

Schedule of Direct Labor and Fringe Benefits
Year Ended September 30, 2010

	Financial Statement Expense	Unallowable Expenses	FAR Ref.	Net Allowable Costs	Allowable Costs Allocated To: Home Office	Field Office	Risk and Emergency Management
Direct Labor	$ 144,907,047	$ -		$ 144,907,047	$ 118,887,117	$ 23,650,939	$ 2,368,991
Fringe Benefits							
Employee Benefits – Flex Credit/Employee Cont	$ 14,522,546	$ -		$ 14,522,546	$ 12,006,433	$ 2,388,513	$ 127,600
Taxes – FICA	11,904,135	-		11,904,135	9,763,272	1,942,268	198,595
Salaries – PTO	11,139,225	-		11,139,225	9,174,077	1,825,055	140,093
Salaries – Holiday	5,187,264	-		5,187,264	4,267,159	848,892	71,213
Retirement Plan	3,053,814	-		3,053,814	2,525,322	502,377	26,115
Restricted Stock Compensation	2,689,072	2,689,072	(1)	-	-	-	-
Taxes – FUTA And SUTA	910,497	-		910,497	741,676	147,546	21,275
Special Awards	646,027	-		646,027	532,073	105,849	8,105
Dues/Member – Professional	595,993	357,596	(3)	238,397	198,178	39,424	795
Employee Moving Expense	590,115	590,115	(4)	-	-	-	-
EAC Allowable	279,257	69,814	(2)	209,443	171,759	34,169	3,515
Ins – Work Comp Prem	198,155	-		198,155	152,297	30,298	15,560
Dues/Member – Bus. Dev.	196,261	137,383	(3)	58,878	48,894	9,727	257
Educ. Asst. Program	127,941	-		127,941	106,440	21,174	327
Service Awards, Morale and Welfare	100,088	50,044	(2)	50,044	41,354	8,227	463
Salaries – Sick	39,632	-		39,632	32,061	6,378	1,193
Dues-Memberships – Social Club	38,373	38,373	(3)	-	-	-	-
Retirement Plan-Other	35,784	-		35,784	29,494	5,867	423
Taxes – Other Payroll Taxes	34,439	-		34,439	28,768	5,723	(52)
EAC Unallowable	10,954	10,954	(2)	-	-	-	-
Deferred Compensation Expense	-	-		-	-	-	-
Employee Moving Expense Unallowable	-	-		-	-	-	-
Employee Wellness Program	(620)	-		(620)	(510)	(101)	(9)
Ins – Work Comp Claims	(22,771)	-		(22,771)	(14,883)	(2,961)	(4,927)
Bonuses	(302,109)	-		(302,109)	(251,981)	(50,128)	-
Total	$ 51,974,072	$ 3,943,351		$ 48,030,721	$ 39,551,883	$ 7,868,297	$ 610,541
Fringe Benefit Rate					33.27%	33.27%	25.77%

FAR References:

(1) 31.205-6 – Compensation for Personal Services.
(2) 31.205-13 – Employee Morale, Health, Welfare, Food Service, and Dormitory Costs and Credits.
(3) 31.205-43 – Trade, Business, Technical and Professional Activity Costs.
(4) 31.205-35 – Relocation Costs

See Notes to Schedule of Direct Labor and Fringe Benefits and Schedule of General Overhead.

Post, Buckley, Schuh and Jernigan, Inc.

Schedule of General Overhead
Year Ended September 30, 2010

General Overhead	Financial Statement Expense	Unallowable Expenses	FAR Ref.	Net Allowable Costs	Allowable Costs Allocated To: Home Office	Field Office	Risk and Emergency Management
INDIRECT SALARIES	$ 65,845,362	$ 2,683,389	(11)	$ 63,161,973	$ 56,023,478	$ 5,989,522	$ 1,148,973
FRINGE BENEFITS	23,608,815	1,790,780	(1)	21,818,035	19,477,424	2,039,145	301,466
TRAVEL & ENTERTAINMENT	6,336,346	1,262,103	(2)	5,074,243	4,581,735	385,743	106,765
TELEPHONE & COMMUNICATION COSTS	3,865,360	-		3,865,360	3,216,578	550,212	98,570
VEHICLE COSTS	2,844,267	-		2,844,267	1,969,642	807,443	67,182
BUSINESS DEVELOPMENT	1,846,159	1,846,159	(5)	-	-	-	-
SEMINARS, TRAINING & MEETINGS	1,552,822	507,512	(4)	1,045,310	907,472	128,975	8,863
CONSULTANT FEES	665,347	-		665,347	581,013	76,028	8,306
FACILITY & EQUIPMENT COSTS	-	-		-	-	-	-
Rent	23,806,986	-		23,806,986	20,244,655	3,227,827	334,504
Depreciation & Amortization	6,270,942	-		6,270,942	5,487,128	607,765	176,049
Repair & Maintenance	2,255,793	-		2,255,793	1,910,148	305,560	40,085
Rent & Facilities Allocations	(3,804,400)	(4,836)	(6)	(3,799,564)	(927,642)	(2,654,226)	(217,696)
Utilities	1,063,681	-		1,063,681	908,708	143,657	11,316
Property Taxes	870,064	-		870,064	739,870	117,857	12,337
Gain/Loss on Fixed Assets	58,358	-		58,358	50,355	7,196	807
Small Equipment Purchases	55,898	-		55,898	40,790	12,532	2,576
Rental Expense & Subrental Income	(438,510)	(438,510)	(6)	-	-	-	-
OTHER GENERAL OVERHEAD EXPENSES	-	-		-	-	-	-
Legal Fees & Settlements	5,034,929	2,689,658	(7)	2,345,271	2,094,870	226,837	23,564
Professional Fees	2,277,599	569,400	(4)	1,708,199	1,650,429	48,499	9,271
Other General OH Expenses	1,012,315	465,302	(8)	547,013	459,634	77,606	9,773
Insurance	(192,134)	6,648	(9)	(198,782)	(197,182)	(1,448)	(152)
Office Supplies & Expenses	2,345,747	18,219	(3)	2,327,528	2,012,699	281,165	33,664
Licenses & Fees	347,327	-		347,327	293,969	49,654	3,704
TECHNICAL SUPPLIES & EXPENSES	-	-		-	-	-	-
Coputer, Supplies & CADD	2,202,428	-		2,202,428	2,055,397	135,235	11,796
Other Technical Supplies	351,888	-		351,888	274,133	87,967	(10,212)
CORPORATE ALLOCATIONS	57,896,572	10,005,499	(10)	47,891,073	38,781,117	8,657,339	452,617
Total general overhead	**$ 207,979,961**	**$ 21,401,323**		**$ 186,578,638**	**$ 162,636,420**	**$ 21,308,090**	**$ 2,634,128**
General overhead rate					**136.80%**	**90.09%**	**111.19%**
General overhead and fringe benefit rate combined					**170.07%**	**123.36%**	**136.96%**

Post, Buckley, Schuh and Jernigan, Inc.

Schedule of General Overhead (Continued)
Year Ended September 30, 2010

FAR References:

(1) **Multiple FARs**: 31.205-13 – Employee Morale, Health, Welfare, Food Service, and Dormitory Costs, 31.205-43 – Trade, Business, Technical and Professional Activity Costs.
(2) **Multiple FARs**: 31.205-46 – Travel Costs / 31.205-14 – Entertainment
(3) **Multiple FARs**: 31.205-8 – Contributions or Donations, 31.205-14 – Entertainment, 31.205-20 – Interest and Other Financial Costs, 31.205-28 – Other Business Expenses, 31.205-36 – Rental Costs, 31.205-41 – Taxes, 31.205-46 – Travel Costs.
(4) 31.205-43 – Trade, Business, Technical and Professional Activity Costs.
(5) 31.205-1 – Public Relations and Advertising Costs.
(6) 31.205-36 – Rental Costs.
(7) 31.205-47 – Costs Related to Legal and Other Proceedings
(8) **Multiple FARs**: 31.205.3 – Bad Debts, 31.205-8 – Contributions or Donations, 31.205-20 – Interest and Other Financial Costs, 31.205-22 – Lobbying and Political Activity costs, 31.205-41 – Taxes.
(9) 31.205-19- Insurance and Indemnification.
(10) **Multiple FARs**: 31.205-13 – Employee Morale, Health, Welfare, Food Service, and Dormitory Costs, 31.205-43 – Trade, Business, Technical and Professional Activity Costs, 31.205-46 – Travel Costs / 31.205-14 – Entertainment, 31.205-8 – Contributions or Donations, 31.205-20 – Interest and Other Financial Costs, 31.205-28 – Other Business Expenses, 31.205 – 36 – Rental Costs, 31.205-41 – Taxes, 31.205-47 – Costs Related to Legal and Other.
(11) 31.205-6 – Compensation for Personal Services- removed at the GL account level, not shown here

See Notes to Schedule of Direct Labor and Fringe Benefits and Schedule of General Overhead.

Note 1. Nature of Business and Significant Accounting Policies

Post, Buckley, Schuh and Jernigan, Inc. (the "Company") is a professional design and engineering firm providing consultation in the areas of planning, engineering and design. The Company's projects are diverse, including industrial and public facilities, transportation and infrastructure. The company is a wholly-owned subsidiary of The PBSJ Corporation (the "Parent Company").

The Company was founded in 1960, and its clients include private sector businesses, public utilities, architect/engineers, contractors and all levels of government. Revenues are derived from billings for services, equipment and reimbursable expenses. The Company has approximately 82% governmental and 18% commercial contracts.

On October 1, 2010, The PBSJ Corporation consummated a merger agreement with WS Atkins plc, a public limited company organized under the laws of England and Wales.

A summary of the Company's significant accounting policies follows:

Basis of accounting: The Company's policy is to prepare its overhead schedules, which consists of the Schedule of Direct Labor and Fringe Benefits and Schedule of General Overhead (Schedules), on the basis of accounting practices prescribed by Title 48 CFR Chapter 1, Part 31 of the Federal Acquisition Regulation (FAR). Accordingly, the above-mentioned Schedules are not intended to be a presentation in conformity with accounting principles generally accepted in the United States of America.

The Company maintains a job-order cost accounting system for the recording and accumulation of costs incurred under its contracts. Each project is assigned a job number so that costs may be segregated and accumulated in the Company's job-order cost accounting system.

The Company's method of estimating costs for pricing purposes during the proposal process is consistent with the accumulation and reporting of costs under its job-order cost accounting system.

The Company uses contract labor and bills this labor as a component of general overhead, not as direct labor, to the applicable projects. The contract labor costs charged indirectly to contracts for the year ended September 30, 2010, amounted to $665,347 and are not included in the direct labor base or factored into the direct expense rate calculation.

Note 2. Allocation of Costs to Pools

In calculating the pools, indirect labor has been specifically identified as either relating to the Home Office (HO), the Field Office (FO) or the Risk and Emergency Management (REM) operating unit. Indirect fringe benefits, general and administrative costs and corporate shared services costs are allocated to each of the three indirect cost pools identified below.

Total fringe benefit costs are identified with REM costs captured separately, as noted in the REM cost pool description below. The Company's total salaries and wages for the total company less REM and total salaries and wages for REM determine the allocation base for the respective fringe rates. Fringe benefits have been allocated to the indirect salaries and wages based on the rate of fringe benefit expenses incurred for all indirect salaries identified for the Total Company or the REM overhead pool. Unallowable percentages are applied at the General Ledger (GL) account level where applicable.

Note 2. Allocation of Costs to Pools (Continued)

PBS&J Inc. general and administrative (G&A) expenses are allocated based on total direct labor and indirect costs incurred by the respective overhead pools. The allocation percentage for each cost pool is developed from total costs less the G&A expenses. The allocation for G&A is calculated for each general ledger (GL) account and added to the cost pool for that GL account. Unallowable percentages are applied at the GL account level where applicable.

The PBSJ Corporate shared services costs are allocated to the respective cost pools using either headcount, revenue or the 3-factor formula in determining allocated costs. These costs are allocated in separate line items, not directly added to the GL accounts. Those costs are identified and allocated as either allowable or unallowable costs.

The direct labor dollars for the pools represent the direct wages for the year ended September 30, 2010, of the individuals specifically identified by the Company as physically working in those cost pools.

Pool Composition:

- Home Office (HO) – The Home Office pool represents the Company's core consulting services and is comprised of employees from all disciplines except those specifically excluded, those performing work such as, but not limited to, architecture, engineering, science, survey, planning and design. This pool also includes the predominant costs of the Company's administration and business development support services, performing work such as, but not limited to, firm management, project accounting and finance, project marketing and business development. These employees have a "base" home office, such as the Atlanta, Tampa, Miami and Charlotte offices, where the Company provides for the office space and standard overhead expenses for the employees.

- Field Office (FO) – The Field Office pool is comprised of specific divisions performing work such as Construction Management, Construction Engineering and Inspections (CE&I) services, Transportation Planning and Design, Aviation, and Tolls and Turnpike services. This pool also includes nominal costs of the Company's administration and business development support services, a proportional expense for executive management and oversight. These Field Office divisions capture costs for employees who work at a remote site or a non-company site, generally at a government facility or project location, for duration of longer than six months, often one (1) to three (3) years in duration with significant project staffs. These employees move from field site to field site and do not have a "base" home office. The Company does not maintain regular office space for these employees and does not incur many of the standard overhead costs associated with an employee residing in one of the base offices. It is customary for the Company's client to predominantly provide for the physical cost including the workspace, utilities, office equipment, furniture, communication and telephones, fax machines, computers, vehicles and associated supplies and other expenses. The Company's client also predominantly provides for administrative personnel including receptionists, secretaries and project accounting analysts. The use of the Field Office rate is based on the nature, location and duration of the work.

Note 2. Allocation of Costs to Pools (Continued)

- Risk and Emergency Management (REM) – The primary purpose of REM is disaster response and recovery efforts. This pool also includes nominal costs of the Company's administration and business development support services, a proportional expense for executive management and oversight. Temporary labor is utilized to perform REM's contractual activities. REM temporary direct labor does not participate in the full fringe benefit package, specifically; vacation, sick leave, education assistance and disability insurance. Therefore, the fringe Post, Buckley, Schuh and Jernigan, Inc., an Atkins company benefit rate applicable to REM direct labor is reduced to eliminate those cost elements from the REM fringe benefit pool. Additionally, due to the remote nature and definite scope of work performed by REM, less overhead is required to support REM contract tasks.

Note 3. Highly Compensated Officers

The Company did not pay compensation to senior executives in excess of the FAR 31.205-6(p) limit of $693,900 per person. The Company's management also performed salary reasonableness testing using several prominent industry surveys and additional testing for employees related to executives in accordance with the American Association of State Highway Transportation Officials (AASHTO) uniform audit and accounting guide, 2010 edition. Based on this testing, the company identified unallowable compensation for executives and non-executives associated with merger and acquisitions activities and other unallowable cost. The amount of unallowable compensation, $2,683,389, is included in the Unallowable Expenses adjustment in the Scheduled of General Overhead.

Note 4. Facilities Cost of Money

The Facilities Capital Cost of Money has been calculated in accordance with FAR Section 31.205-10; using average net book values of equipment and facilities multiplied by the average Treasury rates for the applicable period, as shown:

Beginning net capital assets	$ 33,668,694
Net capital assets, September 30, 2010	32,884,477
Total	66,553,171
	/2
Average net capital assets	$ 33,276,586
Average treasury rate	3.630%
Home and Field Offices	
Facilities capital cost of money	$ 1,186,597
Direct labor base, net of REM direct labor	$ 142,538,056
Facilities capital cost of money rate	0.832%
REM	
Facilities capital cost of money	$ 19,679
Direct labor base, net of REM direct labor	$ 2,368,991
Facilities capital cost of money rate	0.831%

McGladrey

Independent Auditor's Report
on Internal Control Over Financial Reporting
and on Compliance and Other Matters With Requirements Applicable to the
Schedule of Direct Labor And Fringe Benefits and Schedule of General Overhead

To the Board of Directors
Post, Buckley, Schuh and Jernigan, Inc.
Tampa, Florida

We have audited the Schedule of Direct Labor and Fringe Benefits and Schedule of General Overhead (the Schedules) of Post, Buckley, Schuh and Jernigan, Inc. (the Company) for the year ended September 30, 2010, and have issued our report thereon dated March 15, 2011. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Company's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the Schedules, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we do not express on opinion of the effectiveness of the Company's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Schedules are free of material misstatement, we performed tests of the Company's compliance with certain provisions of laws, regulations and contracts, including the provisions of the applicable sections of Part 31 of the Federal Acquisition Regulation, noncompliance with which could have a direct and material effect on the determination of the Schedules' amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the use and information of the Board of Directors of Post, Buckley, Schuh and Jernigan, Inc. and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation and should not be used by anyone other than those specified parties.

McGladrey & Pullen, LLP

Orlando, Florida
March 15, 2011

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	_____	**AGENDA ITEM**	**3**
PLANNING COMMITTEE	**X**	**DATE SUBMITTED**	**4/24/12**
FINANCE COMMITTEE	_____	**MEETING DATE**	**4/26/12**
TECHNICAL COMMITTEE	_____		

3. Agenda Item: **DISCUSSION, CONSIDERATION AND RECOMMENDATION ON ATKINS NORTH AMERICA, INC., SUPPLEMENTAL NO. 1 TO AGREEMENT FOR TCC MODIFIED.**

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

   Consideration and recommendation on Supplemental No. 1 in the amount of $29,534 for a revised environmental assessment and field survey for new TCC modified alignment limits.

3. Policy Implication: Board Policy, Texas Government Code

4. Budgeted: ___Yes _X_No ___N/A

   Funding Source: Vehicle Registration Fund

Original Contract Amount	$519,133.00
Supplemental No. 1 (proposed)	**$ 29,534.00**
Revised Contract Amount	$548,667.00

5. Staff Recommendation**: Motion to recommend Supplemental No. 1 with Atkins North America, Inc., in the amount of $29,534 for a revised contract amount of $548,667.**

6. Board Attorney: _X_Approved ___Disapproved ___None

7. Executive Director's Recommendation: _X_Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Rick Perez, Chairman – Planning Committee

From: Pilar Rodriguez, PE, Executive Director

Date: April 24, 2012

Re: **Atkins North America, Inc. Supplemental No. 1 – TCC Modified**

At the February 1, 2011, regular meeting, the Board of Directors awarded a professional service agreement for environmental services to Atkins North America, Inc. (formerly PBS&J) in the amount of $519,133. The agreement was to provide environmental assessment documents for SH365/TCC.

Atkins' task under Supplemental No. 1 includes revising the environmental assessment for the TCC modified from the limits of FM 396 (Bryan Road) to US 281/Military Highway.

The Atkins' level of effort to perform these tasks was also evaluated. Atkins credited the contract for line item services that were not utilized under the original scope of services and increased the budget for the line items that had been expended preparing the original documents. The net increase to the contract is $29,534.

Based on review by this office, approval of Supplemental No. 1 is recommended to **Atkins North America** in the amount of **$29,534** for a revised contract amount of **$548,667**.

Additionally, I have attached the revised scope and level of effort for the proposed supplement for your review and consideration.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012-09

APPROVING SUPPLEMENT NUMBER 1 TO THE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND ATKINS GLOBAL (FORMERLY PBS&J CORPORATION) FOR PROFESSIONAL ENVIRONMENTAL SERVICES FOR THE TRADE CORRIDOR CONNECTOR PROJECT

THIS RESOLUTION is adopted this 2nd day of May, 2012 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority") 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, including the development of independent projects like the Trade Corridor Connector (the "Project");

WHEREAS, pursuant to state and federal law, the development of the Project requires an environmental review to determine what impacts, if any, the Project may have;

WHEREAS, pursuant to the Texas Professional Services Act, the Authority procured and selected Atkins Global (formerly PBS&J Corporation) (the "Consultant"), based on qualifications, to perform environmental services for the Project and on February 1, 2011 (Resolution 2011-01) approved a professional services agreement with the Consultant (the "Agreement"); and

WHEREAS, Board now finds it to be in the best interest of the Authority to supplement that 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 incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves the Supplement Number 1 to the Professional Services Agreement, in substantially the same form as the document attached hereto 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 SPECIAL MEETING on the 2nd day of May, 2012 at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Joe Daniel Olivarez, Secretary/Treasurer

EXHIBIT A

SUPPLEMENT NUMBER 1

SUPPLEMENTAL AGREEMENT

BETWEEN

CLIENT AND CONSULTANT

FOR PROFESSIONAL ENVIRONMENTAL SERVICES

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY PROJECTS

Hidalgo County, Texas

THIS IS SUPPLEMENTAL AGREEMENT **_____01____** between **Hidalgo County Regional Mobility Authority (HCRMA)** ("CLIENT"), and **ATKINS** ("CONSULTANT").

I. CLIENT and CONSULTANT have entered into an agreement dated March 29, 2011 to conduct **Environmental Services** for the proposed Hidalgo County State Highway 365/Trade Corridor Connector (SH 365/TCC) and United States Highway 281/International Bridge Trade Corridor Overpass (US 281/IBTC) projects and any segments there under.

This supplemental agreement **(Supplemental Agreement 01)** addresses the change in project concept and scope for the redefined HCRMA SH 365/TCC project and includes the following:

- Services to revise the environmental assessment for the modified SH 365/TCC project limits from just west of Farm-to-Market (FM) Road 396 (Bryan Road) to US 281/Military Highway as shown in the attached map.
- Field survey of approximately 2.2 miles of new alignment for the modified project limits.
- Right-of-entry will be conducted by the HCRMA General Engineering Consultant (GEC) and therefore the associated scope and fee have been removed from this agreement.
- Section 404 permitting services will be conducted by the HCRMA GEC and therefore the associated scope and fee have been removed from this agreement.
- IBWC construction permit/license services will be handled by the HCRMA GEC and therefore the associated scope and fee have been removed from this agreement.

II. The scope of services and fee to complete this effort are included in Attachments J-1 and J-2. The project schedule will be developed in coordination with the HCRMA GEC upon notice to proceed.

III. The amount of **Supplemental Agreement 01** results in a net contract increase of $29,534.00. With this supplemental agreement, the maximum amount payable has been increased from **$519,133.00** to **$548,667.00** (See Attachment J).

IV. **Supplemental Agreement 01** shall become effective on the date of final execution of the parties hereto. All other terms and conditions not hereby amended are to remain in full force and effect.

This Agreement is hereby accepted and acknowledged below.

CONSULTANT	**CLIENT**
_____	_____
Tracy Hill, P.E. Vice President Atkins	Dennis Burleson Chairman Hidalgo County Regional Mobility Authority
Date: _____	Date: _____

ATTACHMENT: Modified Project Alignment
ATTACHMENT J-1: Services and Schedule to be Provided by the Consultant
ATTACHMENT J-2: Fee Proposal

Mission
MISSION EXPRESSWAY
US 83
Taylor
Uvalde
Jordan
McAllen
23rd
McAllen Miller Intl
Ridge
San Juan
Alamo
FM 495
Carroll
US 83
Mile 9
FM 493
Billman
Hutto
Donna
Moore
1 Mile
Ridge
Border
Lakes
South
El Gato
FM 1423
FM 493
FM 2557
Madero Community
UPRR
SHARYLAND
McALLEN SOUTHWEST
33rd
BOTELO
FM 1016
23rd
Taylor
Pharr
MAQUILPARK
Anzalduas Dam
Rivera
Thomas
Stewart
Anzalduas
4WD Road
SH 115
TRE PUENTES
State Hwy 336
McColl
FM 2061
Las Milpas
Tower
Border
KEYSTONE
PHARR
Highline
15th
Hidalgo-Reynosa
Anaya
CAPOTE INTERNATIONAL
US Hwy 281
Doffin Canal
Cage
Reynosa
USA
MEXICO
Pharr-Reynosa
Donna
FM 493

Datum: NAD 83
Projection: UTM
Zone: 14N
Units: Meters

Project Vicinity

McAllen
HIDALGO
USA
Reynosa
Mexico

SH 365\Trade Corridor Connector\TCC
International Bridge Trade Corridor\IBTC
SH 365/TCC (Feb 2012)
Dam
Existing International Bridge
Freight Transfer Facility

0 7,000 14,000 Feet

SH 365/TCC and IBTC Location
Hidalgo County, Texas

Prepared by: Atkins/15490
Date: Feb, 10, 2012
N:\Clients\G_H\Hidalgo_Co_RMA\100020726\geo\figs\01_prj_loc_map.mxd

ATTACHMENT ~~B~~J-1
SERVICES TO BE PROVIDED BY THE CONSULTANT

Hidalgo County Regional Mobility Authority
State Highway 365/Trade Corridor Connector

The work to be performed by the Consultant under this agreement with Client will consist of updating ~~a~~ the August 2011 draft Environmental Assessment (EA) and associated technical reports for the proposed State Highway (SH) 365/Trade Corridor Connector (TCC) project in Hidalgo County, Texas. This supplemental scope and subsequent fee proposal is based on the ~~following assumed~~February 2012 modified project ~~construction limits~~alignment (as shown in the attached map) and design concept features for the modified SH 365/TCC Build Alternative as defined below~~.~~:

- SH 365/TCC will be constructed from ~~approximately 0.5 mile~~just west of Farm-to-Market Road (FM) 396 (Bryan Road)~~1016~~ east to US Highway 281/Military Highway ~~approximately 0.5 mile south-southeast of FM 3072~~, a distance of approximately ~~13.28~~11.6 miles.
- The modified project limits includes 2.2 miles of new alignment in the western terminus.
- The modified SH 365/TCC project limits now include the western north-south leg of the proposed International Bridge Trade Connector (IBTC) as shown in the attached map.
- The proposed facility would be a tolled six lane divided control access freeway.
- The proposed facility would consist of two 4-foot-wide inside shoulders, two 14-foot-wide travel lanes, and two 10-foot-wide outside shoulders, and a center 2-foot median for a single slope concrete barrier with overpasses, ramps, passing lanes and access roads where necessary.
- The proposed facility would require a 300-foot typical right-of-way (ROW) (a minimum of 160 feet and maximum of 400 feet).
- The proposed overpass locations are at ~~FM 1016 (Conway Avenue)/Union Pacific Railroad, FM 1016 (Military Highway), Union Pacific Railroad south of FM 1016, FM 494 west of the Anzalduas General Services Administration (GSA) Facility, Anzalduas International Bridge,~~ FM 494 (Shary Road), SH 115 (23rd Street), SH 336 (10th Street), FM 2061 (Jackson Road), SH 281 (Cage Boulevard), "I" Road, and FM 3072 (Dicker Road). ~~An u~~Underpasses ~~is~~ are proposed at McColl Road and Anaya Road.
- Water crossings (bridge structure or culvert) are proposed at the Main Floodway Channel Crossing and the irrigation canal located 0.6 mile east of SH 336 (10th Street).
- The modifications to SH 365/TCC ~~is~~ will be included ~~identified~~ in the Hidalgo County Metropolitan Planning Organization (HCMPO) Regional Transportation Plan.
- The Consultant will evaluate one Build Alternative as a tolled facility only for the SH 365/TCC EA.

Additionally, this scope of services and fee proposal only covers work (analysis, investigations, and documentation) to be conducted on those properties where right-of-entry (ROE) ~~was~~ is granted ~~as indicated in Attachment E (July 23, 2010 Memorandum). Data collection and field surveys for those accessible properties within the existing ROW will begin upon notice to proceed. Any work requested on properties not included in the list of accessible (Attachment E) would require a supplemental agreement.~~ It is assumed that no field work is required for the eastern (north-south) section of the modified SH 365/TCC alignment; all information for this section will be obtained from IBTC EA. All scope items from the original scope of work remains in effect except as indicated in track changes herein.

1.0 PROJECT MANAGEMENT AND ADMINISTRATION

The Consultant will be responsible for the oversight of all the activities required to complete the scope of services outlined herein. Frequent and appropriate communications will be maintained between the Consultant and Client in an effort to expedite completion of the project. The following items are included in the management tasks:

- Attendance at ~~12~~ up to eight Hidalgo County Regional Mobility Authority (HCRMA) Board Meetings
- Coordinate the daily activities of the environmental studies;
- Coordinate and prepare action items for weekly conference calls with Client ~~and SH 365/TCC Engineer~~;
- Coordinate and prepare action items for monthly conference calls with the Texas Department of Transportation (TxDOT) Pharr District;
- Prepare a work plan and detailed schedule for SH 365/TCC indicating tasks, critical dates, and deliverables;
- Prepare presentation and attend ~~three~~ two project workshops;
- Provide monthly status reports to Client in conjunction with monthly invoices;
- Manage invoices and organize and manage project billings and filings; and
- Provide quality assurance/quality control throughout the duration of the project.

The Consultant shall compile and maintain a Technical Data File for the project as it proceeds. The Consultant shall develop a filing system for compilation of the Technical Data File and shall continually populate the files as the project progresses. The files shall include all information cited or referenced in the environmental document, including:

- All technical reports, including copies of any documents referenced in these reports;
- Analytical calculations and analysis;
- Environmental assessment, including copies of any documents referenced in the EA;
- Data files of any GIS data referenced in the above listed documents;

- Project aerial photography and mapping resources;
- Documentation (advertisements, photographs, handouts, sign-in sheets, mailing lists, media releases) from public meetings and hearing, comments and disposition of comments including any summary and analysis reports;
- Documentation of agency coordination or other stakeholder involvement; and
- All project historical/background reports, data, documentation of meetings, etc.

The files shall be available to Client, TxDOT, and/or Federal Highway Administration (FHWA) to review at anytime during the project. Upon project completion, the Consultant will submit one master of the Technical Data File, including an index to Client.

Deliverables:

- Action items for weekly conference calls with Client ~~and SH 365/TCC Engineer~~
- Action items for monthly conference calls with TxDOT Pharr District
- Project work plan
- Detailed project schedule
- Workshop presentations
- Monthly invoices and progress report
- Technical Data File

Assumptions:

- One Consultant staff will attend ~~a total of 12~~up to 8 HCRMA Board Meetings.
- One Consultant staff will attend three workshop presentations

2.0 AGENCY COORDINATION & PUBLIC INVOLVEMENT

Agency Coordination. The Consultant will coordinate with ~~local, state, and federal agencies and organizations~~TxDOT Pharr District~~, as required,~~ regarding project compliance with applicable environmental regulations. Correspondence will be documented as part of the project file and included as an appendix in the EA document.

~~**MPO Coordination.** The Consultant will assist Client in verifying that the project information in the current Hidalgo County MPO, Metropolitan Transportation Plan (MTP) is correct for SH 365/TCC. Project information verified will include general alignment, project cost, letting date and tolling/funding status. Should the MTP contain incorrect information, the Consultant will assist Client with the MPO coordination to amend the MTP with the correct information prior to submittal of the EA document to TxDOT Environmental Affairs Division (ENV).~~

Public Involvement

Consultant will ~~update~~ provide Client with the mailing list used in distributing notices for previous public meetings held within the SH 365/TCC corridor. All persons who have attended the corridor public meetings, representatives of community forums, and interested individuals will be included in the list. ~~The mailing list database will be maintained as follows: 1) general public 2) adjacent property owners 3) local government officials and staff 4) state and federal government officials and staff and, 5) media. The mailing list will be computerized with sorting and automated labeling capability, and will be updated as needed.~~

Public Meeting

The Consultant will assist the Client in conducting a public meeting to notify stakeholders of the proposed change in alignment. The Consultant will provide staff to attend one public meeting for SH 365/TCC. The Client will create and provide engineering and general exhibits for the Public Hearing. Consultant will coordinate with Client to review the exhibits two weeks prior to the Public Hearing. The Client will be responsible for printing and delivering all exhibits to be presented. Consultant effort will include:

- Providing staff (4) to attend the Public Hearing
- Reviewing the Public Meeting Summary Report

The Client will cover costs such as facility rental, postage for the Public Meeting invitations, as well as public meeting notices (two in English and two in Spanish), and transcription and translation services for the SH 365/TCC.

Deliverables:

- QC Review of Public Meeting Summary Report

Public Hearing

After approval of the SH 365/TCC EA, the Consultant, as required by TxDOT and FHWA, will assist the Client in conducting a Public Hearing. The Consultant will ~~coordinate, schedule, organize, advertise, and~~ attend the public hearing for SH 365/TCC. ~~SH 365/TCC Engineer~~The Client will~~would~~ create and provide the engineering level, including, but not limited to schematics and typical sections as well as the exhibits for the Public Hearing. Consultant will coordinate with the ~~SH 365/TCC Engineer~~Client to review the engineering exhibits two weeks prior to the Public Hearing. ~~SH 365/TCC Engineers~~The Client will~~would~~ be responsible for printing and delivering all engineering exhibits to be presented.

This effort will include:

- ~~Securing the site of the project hearing.~~

- ~~Set-up and conducting coordination conference calls for the Public Hearing.~~
- ~~Preparing and mailing hearing notices to property owners.~~
- ~~Preparing public hearing notices (30- and 10-day), sign-in sheets, agendas, and project specific information. The notices will be in both English and Spanish.~~
- ~~Preparing up to five exhibits for the public hearing (not to include engineering exhibits).~~
- ~~Securing transcription and translation services for~~Providing staff (4) to attend the Public Hearing.
- ~~Preparing~~ Reviewing the Public Hearing Summary~~/Comment and Response~~ Report.

The ~~Consultant~~ Client will cover costs such as facility rental, postage for the Public Hearing invitations, as well as public hearing notices (two in English and two in Spanish), and transcription and translation services for the SH 365/TCC.

~~The Consultant will revise two versions of all Public Hearing materials submitted to the Client for review and comment.~~

Deliverables:

- ~~Public Hearing handouts~~
- ~~Up to five Public Hearing exhibits~~
- QC Review of Public Hearing Summary Report
- ~~Mailing List (one hard copy and electronic copy)~~

Assumptions:

- Public Meeting will be held to notify public of change in project alignment
- ~~SH 365/TCC Engineer~~Client will provide engineering exhibits.
- Consultant will review engineering exhibits two weeks prior to the Public Hearing.
- ~~SH 365/TCC Engineer~~Client will~~would~~ be responsible for printing and delivering engineering exhibits to be presented at the Public Hearing.
- A total of ~~six~~ four Consultant staff will ~~to~~ attend the SH 365/TCC ~~public~~ Public Meeting and ~~hearing~~Hearing.

3.0 RIGHT OF ENTRY

~~Remaining field surveys include archaeological shovel tests within the proposed Build Alternative ROW. Field investigations for accessible parcels identified in Attachment E within the Build will begin upon notice to proceed.~~

~~Consultant will map and provide Client with a list of currently inaccessible priority properties and explanation of why additional efforts to obtain ROE are necessary. Client will be responsible to obtain~~

~~ROE for priority inaccessible parcels. Any additional properties resulting from a change in project alignment requiring additional field investigations would be covered in a supplemental agreement.~~

~~**Deliverables**:~~

- ~~Map identifying priority parcels for access~~

Assumptions:

- Field investigations will be conducted for previously unsurveyed parcels~~ that granted ROE as of July 2010 (Attachment E)~~ and newly added parcels resulting from the alignment modification.
- Client will obtain ROE for those properties where access has not been granted~~ (Attachment E) will not be obtained~~ or has expired.
- ~~Services for obtaining ROE for currently inaccessible properties are not included in this scope of services.~~
- Client will obtain ~~Any~~ the additional ROE resulting from ~~a~~the change in project alignment~~ will be obtained under a supplemental agreement~~.

4.0 ENVIRONMENTAL CLASSIFICATION

The Consultant will prepare a request for approval to classify the modified project ~~actions~~ as an Environmental Assessment. The Consultant will ~~respond to TxDOT Pharr District comments on~~revise the previously prepared draft Environmental Classification Letter for submittal to TxDOT ENV and FHWA for review. The Need and Purpose will be updated in consultation with the Client and the impacts will be revised based on the alignment modification.

Deliverable:

- Revised Draft Environmental Classification Letter

Assumption:

- Client will provide updated Need and Purpose for the modified alignment.
- Consultant will respond to one round of comments from Pharr District, TxDOT ENV, and FHWA.

5.0 ENVIRONMENTAL DOCUMENT

The Consultant will update the previously prepared draft~~an~~ EA for the modified SH 365/TCC ~~Build Alternative~~alignment identified ~~at the July 2010 Public Meeting~~in February 2012 (shown in the attached map). The EA will be prepared in accordance with 43 Texas Administrative Code, Chapter 2, Subchapter C, 23 Code of Federal Regulations Part 771, and in accordance with the Federal Highway Administration

(FHWA) Technical Advisory T6640.8A. The EA will define the project purpose, project need, goals and objectives of the project, and present the environmental analysis for those resources described below. All environmental documentation will be contained in the EA. Separate technical reports will not be prepared unless specified below. The Consultant will perform the following services in the preparation of the SH 365/TCC EA.

Introduction, Project Background and Description of Proposed Action

The Consultant will update the Introduction, Project Background and Description of Proposed Action chapters to include a description of actions resulting in the change in alignment.

Need and Purpose and Alternatives

The Consultant will ~~develop a~~ revise the Need and Purpose Chapter and Alternatives Chapter for the EA based on the modified alignment. It is assumed that one Build Alternative with a set alignment will be evaluated in the SH 365/TCC EA and that ROW files for the ~~set~~ modified alignment will be provided to the Consultant prior to initiating work on the SH 365/TCC. Client will provide updated Need and Purpose and supporting data/material for the modified alignment.

Environmental Consequences

For the modified alignment~~Build Alternative~~ being considered, the Consultant will discuss any social, economic, and environmental impacts whose significance is uncertain. The level of analysis will be sufficient to adequately identify the impacts and appropriate mitigation measures, address known and foreseeable public and agency concerns and describe why these impacts are considered insignificant. Identified impact areas which do not have a reasonable possibility for individual or cumulative significant environmental impacts will not be discussed. The following factors will be addressed for the modified Build Alternative where a potential for impact exists. ~~It is assumed that there will be no substantial change in the Preferred/Build Alternative identified at the SH 365/TCC July 2010 Public Meeting~~.

Land Use: The Consultant will identify current development trends and the State and/or local government plans and policies on land use and growth in the area which will be impacted by the modified Build Alternative. The Consultant will assess the consistency of the modified Build Alternative with the comprehensive development and metropolitan transportation plans adopted for the area. This effort will entail coordination with State officials and will include an analysis of potential project impacts on land use and economics in the project area. Where appropriate the Consultant will address the potential economic effects to economic output, employment, the area's tax base. In addition, the Consultant will examine the proposed project's potential impacts upon adjacent and area businesses from traffic diversions during and after construction.

Social Impacts and Environmental Justice: As applicable, the Consultant will address potential changes to local neighborhoods or communities, effects on community cohesion relating to travel

patterns, access, and public safety, particularly as those changes may differentially affect various social groups and minorities for the modified alignment. The assessment will conform to FHWA guidance for compliance with Executive Order 12898, Environmental Justice and include applicable available 2010 U.S. Census data.

At-Risk Right of Way Acquisitions and Relocations: coordination with and data provided by the ~~SH 365/TCC Engineer~~Client and field reconnaissance, the Consultant will identify impacted businesses and residences within the study area (estimate number, description, type of occupancy, and size of acquired property and displaced residences and businesses) and estimate number and socioeconomic characteristics of households to be relocated (based on windshield survey only). Based on coordination with the Client and based on the information provided by the ~~SH 365/TCC Engineer~~Client, the Consultant will document all "at-risk" ROW purchased in accordance with FHWA guidance.

Noise (TNM, version 2.5): The Consultant will conduct a noise analysis that will evaluate potential noise receivers, establish the project area's existing noise level range through ambient noise field measurements, and predict future noise levels. Field measurements are required at representative noise receivers because the proposed project would be on new location and no existing traffic data is available. Field data collected in 2008 does not cover all of the current alignment or capture effects of recent developments; therefore, a site visit to collect additional field measurements is required~~as part of previous efforts will be used to complete this analysis~~. In accordance with TxDOT Guidelines for Analysis and Abatement of Highway Traffic Noise, the preferred roadway alignment for the build year and future 20-year design year will be computer simulated, and future noise levels will be modeled (predicted) at each of the representative receivers using the approved FHWA traffic noise model. Should future traffic noise impacts occur as a result of the ~~proposed~~ modified Build Alternative; the Consultant will evaluate appropriate mitigation alternatives and a noise barrier analysis will be conducted. The noise study will include all areas within the project's project limits and will be based upon the ultimate roadway design. If it is determined that noise abatement is feasible and reasonable, a noise workshop will be held during preparation of PS&E. If needed, this workshop will be performed under a supplemental agreement.

Air Quality: A carbon monoxide (CO) analysis would not be required for these projects because the forecasted design year traffic is anticipated to fall below the 140,000 average daily traffic (ADT) threshold. It is assumed that a qualitative Mobile Source Air Toxics (MSAT) analysis will be required for these projects in accordance to ENV/FHWA guidelines. The Consultant will document the determinations/analyses in the SH 365/TCC EA. If necessary, additional analysis will be performed under a supplemental agreement.

Geology, Soils and Prime/Unique Farmlands: The Consultant will characterize the geophysical environment of the project, including an understanding of the project area bedrock geology and subsurface strata, soils, terrain units, and surface processes, which may affect or be affected by the proposed project. The Consultant will coordinate with the Natural Resources Conservation Service in

order to identify the proposed project impacts to soils in the area that are considered to be prime or otherwise important farmlands.

Floodplains and Drainage Patterns: The consultant will identify floodplains as delineated by the Federal Emergency Management Agency (FEMA) or as defined through observation; and will identify surface drainage patterns. The Consultant will identify impacts to floodplains and surface drainage patterns from the construction of the modified Build Alternative.

Water Quality: The Consultant will document existing information characterizing the ambient conditions of streams and water bodies which are likely to be impacted and identify the potential impacts of the modified Build Alternative and proposed mitigation measures. The extent of required storm water pollution prevention planning will be documented.

Waters of the U.S.: The Consultant will summarize the findings/status of the jurisdictional waters and wetland delineation (discussed in Task 6.0) and discuss the appropriate (if any) USACE Section 404 permit and mitigation.

Ecological Resources: The Consultant will characterize the project area ecological resources, including vegetation and wildlife habitat characteristics. Per the Memorandum of Agreement between TxDOT and the Texas Parks and Wildlife Department (TPWD), habitat characterizations and impact descriptions for unusual vegetation and special habitat features will be conducted.

Threatened and Endangered Species: The Consultant will update the TPWD's Natural Diversity Database (NDD) system for any known, previously recorded federal and state protected species within the proposed project area. The Consultant will evaluate the proposed ROW for potential protected species habitat. This task will also identify whether consultation with the United States Fish and Wildlife Service (USFWS) and TPWD regarding proposed project construction or operational impacts to protected species or their habitat is required. Presence/absence surveys for threatened and endangered or any other species of concern will be conducted under a separate supplemental agreement. It is assumed that neither Section 7/10 Formal Consultation nor Biological Assessment for Threatened or Endangered species will be required with USFWS. No additional wildlife and habitat surveys beyond those previously conducted will be required. If required, the preparation of a Biological Assessment for Threatened or Endangered Species will be performed under a supplemental agreement.

Hazardous Materials: The Consultant will perform a database search for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process). Should it be determined that a Phase 1 or Phase II Site Assessment is required it will be done under a separate supplemental agreement. Field visits in 2008 did not cover all of the modified alignment. Therefore, an additional site visit will be conducted to confirm the findings of the hazardous materials database search, as well as identify any new concerns. ~~within the proposed ROW and areas adjacent were previously conducted and no additional field visits are anticipated.~~

Cultural Resources: The Consultant will summarize the findings/status of both the historic structure and archeological studies (discussed in Task 7.0).

Indirect and Cumulative Impacts: The Consultant will update the Indirect and Cumulative Impacts using the eight-step approach in accordance with the most recent TxDOT guidelines. An additional field investigation is proposed to conduct informal meetings with local Planners to discuss planned developments and the potential for induced development since only one entity responded to the August 2011 questionnaire.

Permits: The Consultant will identify and document the necessary environmental permits in the EA.

Section 4(f) Determination: The Consultant will identify potential Section 4(f) properties in a study area in accord with 49 USC 303. The properties identified will include all property types listed in 23 C.F.R. 771.135 (49 USC 303). The Consultant will use existing engineering data and, land use, archeological and historical studies to determine whether 4(f) properties may be present. It is assumed that all Section 4(f) impacts can be processed as de minimis.

Other Impacts: As outlined in FHWA Technical Advisory T6640.8A, the Consultant will include discussions in the EA for visual impacts, and construction impacts.

Exhibits: All exhibits will be updated to show the modified alignment.

Deliverables:

- Draft EA (2 copies each and electronic copy to Client and TxDOT Pharr District)
- Revised Draft EA (2 copies each and electronic copy to Client and TxDOT Pharr District); 7 copies to TxDOT ENV)
- Revised Draft EA (10 copies for FHWA review and comment)
- Final EA (10 bound copies to Client, TxDOT, and FHWA for concurrence)

Assumptions:

- Client will provide updated Need and Purpose for the modified alignment as well as supporting data/material for inclusion in the Draft EA.
- There are no threatened and endangered or any other species of concern that existing within the study area of the SH 365/TCC project.
- Presence/absence surveys for threatened and endangered or any other species of concern will not be necessary and if they are, these surveys would be conducted under a supplemental agreement.
- Neither Section 7/10 Formal Consultation nor Biological Assessment for Threatened or Endangered species will be required with USFWS.
- Any necessary Phase I or Phase II Site Assessments are not part of the Contract and will be done under a separate supplemental agreement.

- All 4(f) properties can be processed as de minimis.
- Client will provide regional toll analysis for inclusion in the Draft EA.
- Consultant will respond to one round of comments from TxDOT Pharr District, TxDOT ENV and FHWA. Consultant will submit electronic copies of EA revisions showing track changes and a response to comments memorandum for TxDOT Pharr District, TxDOT ENV and FHWA concurrence prior to printing hard copies.

6.0 SECTION 404 DELINEATION

Delineations for the SH 365/TCC project limits have already been conducted for properties where ROE was granted ~~as reported in Attachment E~~. Properties that were not granted ROE ~~as indicated in the 2010 ROE Memorandum~~ were delineated utilizing photo interpretation of aerial color infrared photography. Delineations will ~~not~~ be conducted for ~~any inaccessible~~ properties along the new ROW in the western limits of the modified alignment.

The field effort and approach for the delineation will follow the requirements of the USACE, Galveston District, as specified by their Compliance Section. Identification of potential wetlands will be based upon the routine determination methodology published in the *1987 Corps of Engineers Wetlands Delineation Manual* (1987 Manual) (Technical Report Y-87-1) as amended by the USACE memoranda dated August 23 and 27, 1991, and 6 March 1992, and Questions & Answers to the *1987 Manual* dated September 16, 1991, and October 7, 1991. This methodology includes documentation of the changes of both wetland and upland communities with representative data points.

The following parameters will be documented on the field data forms, as required by the USACE 1987 Manual.

Soils. Data point locations will be established utilizing data from Natural Resources Conservation Service (NRCS) soils reports and available aerial photography of the project area. Data points will be sampled with shovels, augers, and/or soil probes to a depth of up to 16 inches. Soils at each of the proposed data points will be examined and compared with NRCS descriptions and hue/value/chroma using the Munsell color chart. This information will be recorded on field data forms. Photographs will be taken of the areas around the representative data points.

Vegetation. As required, data points will be taken in both wetland and upland communities and at every vegetative community change. A data form will be prepared for each data point. Dominant vegetation in an area (indicative of the vegetative cover type) around the data point, as specified by the 1987 Manual, will be identified according to species. This information will be recorded on field data forms.

Hydrology. Field indicators of primary and secondary hydrology, as specified by the 1987 Manual, will be the focus of the determination of whether wetland hydrology is present. This information will be recorded on the data forms.

Surveying and Mapping of Wetland Boundaries. The USACE requires transects for areas of 5 acres or more. Because of the nature of linear projects, the centerline will be the only transect used for the project area. Following USACE, Galveston District, guidance for linear projects, the entire ROW will be reviewed. At this time, transect cutting should not be required to facilitate investigation of the ROW for wetlands. However, if better access becomes necessary for heavily vegetated areas, a supplemental agreement to this work authorization may be necessary to conduct this work. It is also assumed that field surveys will be conducted with the use of all-terrain vehicles. However, the Consultant will conduct field surveys by foot, if necessary. Data point locations, wetland boundaries, and ordinary high water mark (OHWM) limits of waters of the U.S. within the proposed project ROW will be digitally mapped in the field using a Trimble Pro XRS differentially corrected global positioning system (DGPS). It is assumed that wetlands boundaries will be located with GPS. Staking of data point locations, wetland boundaries and OHWMS will be performed during wetlands delineation for the purposes of USACE field verification.

Wetland Documentation. A revised Wetlands Report documenting the results of the wetland delineation for the modified alignment will be submitted to TxDOT ENV for concurrence. The report will include historical information (including U.S. Geological Survey [USGS] quad maps, aerial photography, and soil surveys) to document historic site conditions; USACE routine wetland delineation data forms; surveyed location of each data point and wetland areas on a recent color infrared aerial photograph; and acreage of all waters of United States, including wetlands. It is assumed that the Wetland Report will be a letter report format acceptable to USACE. Revisions of the report, based on TxDOT ENV comments will be performed. ~~It is anticipated that a pre-construction notification (PCN) to the USACE-Galveston District as part of a Nationwide Permit (NWP) 14 – Linear Transportation Projects would be necessary for the SH 365/TCC project. Consultant would submit the PCN for the NWP 14 to USACE on behalf of the Client.~~

Deliverables:

Revised Wetland Reports and supporting documents will be prepared for the SH 365/TCC as follows:

- Draft report containing data forms and wetland/waters delineation and preliminary jurisdictional layouts (1 copy) for SH 365/TCC (1 copy)
- Final report containing data forms and wetland/waters delineation and preliminary jurisdictional layouts for SH 365/TCC (2 copies)
- ~~Preliminary Jurisdiction Form and supporting documentation, as required by USACE-Galveston District, for SH 365/TCC Wetland/Water (boundary polygon shape files) (1 digital copy) for SH 365/TCC. USACE Jurisdictional Determination Wetland Forms would not be completed unless requested by the USACE.~~

Assumptions:

- ~~No a~~Additional field efforts will be necessary along the 2.2 miles of new ROW.

- ~~Any a~~Additional properties requiring field survey as a result of a change in the project alignment ~~would be~~is covered under ~~a~~ this supplemental agreement.
- ROE information ~~presented in the 2010 ROE Memorandum~~ and methods utilized to compile the ROE information were in accordance with TxDOT standards.
- The Consultant will respond to two rounds of comments on the Wetlands Report.
- ~~SH 365/TCC Engineer~~Client will prepare any permit design drawings required for the permit application/PCN, if necessary.
- ~~An Individual Permit (IP) is not required for SH 365/TCC.~~

7.0 CULTURAL RESOURCES

Consultant will conduct archeological background studies and non-archeological historic resources studies for use in preparing a discussion of cultural resources constraints and impacts in the SH 365/TCC EA. Some field surveys for archeological and historic resources have already been conducted along the former alignment for properties where ROE was granted ~~as reported in Attachment E~~. The current scope includes additional survey required by modifications to the ~~Any additional surveys required for changes in~~ project alignment ~~would be covered in a supplemental agreement~~.

Historic Resource Studies

The Consultant will perform nonarcheological historic resource studies to document and evaluate all recorded historic-age resources that may be affected by the project at sufficient levels to satisfy TxDOT requirements for determining the presence of historically significant properties in accordance with 36 CFR 60 and 13 TAC 26. Performance of historic studies will include completion of the reconnaissance-level survey, incorporation of the updated reconnaissance survey results with the completed intensive-level documentation ~~of select properties~~, and assembly of a documentation package regarding project impacts to the National Register of Historic Places (NRHP)-listed Hidalgo County Irrigation District #2 (HCID #2). It is assumed that TxDOT ENV historians will use this documentation package to complete Section 4(f) de minimis coordination for the historic property~~documentation (as described in Section 9.0) of two resources~~.

Reconnaissance Survey

- The Consultant will verify the Area of Potential Effect (APE) in consultation with TxDOT. The APE is assumed to be the same as previously established in a TxDOT-approved research design for ~~previous~~ earlier work efforts conducted within a portion of the SH 365/TCC ROW: 300 feet beyond the limits of the proposed ROW including property tracts extending into that area.

- The Consultant will conduct a literature review. This review will include prior survey reports, relevant ~~National Register of Historic Places (~~NRHP~~)~~ property nominations in the project vicinity, the Texas Historic Sites Atlas, Texas Historical Commission (THC) Survey Files, the NRHP, the list of State Archeological Landmarks (SALs), and the list of Registered Texas Historic Landmarks (RTHLs) to identify previously recorded historic properties within the project area and within a larger study area extending 1,300 feet beyond the existing/proposed ROW as required by current TxDOT Standards of Uniformity (SOU).
- The Consultant will prepare a second ~~n~~ addendum to the existing amended research design prepared for previous work efforts within portions of the SH 365/TCC ROW for TxDOT approval. The document will detail ~~detailing~~ project limit changes since the previously approved research ~~design~~design. It will also request concurrence that the previously approved survey and reporting methodologies are still applicable and that the completed intensive survey results can be incorporated into the reconnaissance survey report submittal. ~~for approval by TxDOT~~. The addendum will conform to TxDOT's current SOU for Non-Archeological Historic-Age Resource Research Designs and will be assembled using information obtained from previous investigations in the area. The document will provide a succinct summary of the literature review results, clear maps and descriptions of the project, as well as required identification, evaluation, and documentation tasks and associated production schedules. The Consultant will revise the document to reflect comments by the HCRMA and TxDOT.
- Upon approval of the research design, historians will conduct additional field survey of new ROW areas near the project's western terminus. Documentation of historic-age resources will conform to current TxDOT SOU.
- Using the results of the Consultant's prior field efforts in combination with updated information gathered during the additional survey ~~within a portion of the SH 365/TCC ROW~~, the Consultant will prepare a report ~~to~~ describinge the findings of the reconnaissance and intensive surveys~~ and make recommendations to TxDOT regarding intensive survey needs~~. The report will conform to TxDOT's SOU for Non-Archeological Historic-Age Resource Reconnaissance Survey Reports and Intensive Survey Reports and will have sufficient detail and clarity to provide TxDOT with a basis for making NRHP eligibility determinations. It will include the following information:
  - A brief overview of the project and the regulatory requirements for conducting the survey.
  - A brief background history of the study area presenting historic contexts relevant to the time periods associated with the historic-age resources in which to evaluate significance of the resources for NRHP eligibility. It is assumed that the context statement prepared during the previous survey efforts will serve to meet this requirement.
  - An inventory of all recorded resources provided in a table form that details their project ID numbers, locations, property type and subtype classifications, stylistic influences, construction dates, integrity issues, alterations, and NRHP eligibility and effect recommendations. Consultant will revise the existing inventory of resources created during the previous work efforts to reflect project limit changes and to include previously unrecorded resources.
  - Updated maps showing the location of each historic-age resource labeled with its appropriate project ID number, running as consecutively as possible from the top left-hand corner to the bottom right-hand corner of the map. Outbuildings and landscape features will be reported as

subsets of the main project ID number for a property~~, for example, a garage associated with Site No. 100 could be labeled Site No. 100a~~. The maps will clearly depict the ~~The~~ modified APE as well as ~~will be clearly indicated on the map. M~~major street names and other directional landmarks~~ will be clearly indicated on the map~~. Maps will be based on aerial photographs, and the previously assigned resource~~site~~ numbers will be updated to reflect changes to the project limits and the addition of additional resources~~ that were part of the previous work efforts~~.

- Photographs of each recorded historic-age resource. The photographs will adhere to the photography standards outlined in TxDOT's current SOU for reconnaissance surveys. It is assumed that the photographs taken during the previous work efforts are sufficient in number and quality to fulfill these requirements for the previously recorded resources. The report will include new photographs of resources within the modified APE.
- An assessment of the Section 106 effect of the proposed improvements at each NRHP-listed or -eligible resource location.
- An assessment of Section 4(f) evaluation and documentation (as described in Section 9.0) needs for historic (NRHP-listed or -eligible) properties affected by proposed ROW acquisition.
- Consultant will revise the report to address one round of comments by the HCRMA and one round of comments by TxDOT. TxDOT will be responsible for transmitting the report to the THC and transmitting THC comments to the Consultant.

Intensive Survey

During the previous work efforts, ~~Based on the results of the previous work efforts,~~ the Consultant conducted ~~assumes that~~ additional intensive level survey for one property for which they did not have permissible access. Based on coordination with TxDOT ENV historians, ~~may be required for four parcels that are currently inaccessible. Because permissible access to these parcels is not available, historians~~ the Consultant used ~~will have to rely on~~ alternative methods to document and assess potential historic resources on the~~se~~ property~~ies~~. The documentation conformed to ~~will be conducted under~~ TxDOT's revised SOU for Non-Archeological Historic-Age Resource Intensive Survey Reports; however, additional photographic documentation of individual resources on the subject parcel~~s~~ was ~~will~~ not ~~be~~ collected~~ unless permissible access to the properties is acquired~~. The intensive-level investigation~~s will~~ included archival efforts to identify and/or refute the existence of historic (NRHP-eligible) or additional historic-age (built prior to 1965) resources on the subject parcel~~s~~ without having physical access to the tract~~s~~.

As agreed upon during coordination with TxDOT ENV, the results of the intensive survey effort were combined with the reconnaissance survey results in a single report. It is assumed that these results will still be valid and that no additional intensive survey will be required based on modifications to the project limits. Historians will incorporate the existing intensive survey documentation and the updated reconnaissance survey results into a combined report for TxDOT review and approval.

~~Specifically, Consultant will conduct limited chain-of-title and property history research at the Hidalgo County Courthouse in an attempt to determine how the parcels were used over time and whether potentially significant historic resources may be present. Sources to be utilized will include deed, probate, and census records in coordination with updated historic map and aerial photograph analysis, to determine each parcel's current degree of integrity and historical significance (NRHP eligibility).~~

~~Besides photographic requirements, TxDOT's SOU for intensive-level surveys requires the following information:~~

1. ~~A methodological statement based on a research design appropriate to the identification and evaluation of nonarcheological historic-age resources specific to the survey area. The research design must be approved by ENV prior to fieldwork. The research design must provide a succinct summary of the literature review results, clear descriptions of identification, evaluation, and documentation tasks required and a description of potential areas of significance appropriate to the survey area.~~

2. ~~Maps based on aerial photographs of the study area detailing:~~

   a. ~~The APE, existing ROW, and proposed new ROW, with major street names and other directional landmarks clearly indicated on the map.~~

   b. ~~Locations for each historic property's resources labeled with appropriate ID numbers running as consecutively as possible from left to right. Site maps detailing the inter-relationship of resources such as outbuildings and landscape features associated with a property recommended NRHP eligible by the reconnaissance survey. Outbuildings and landscape features should be reported as subsets of the main ID number for the property, for example, a residence and associated garage could be labeled Resource Nos. 100a and 100b. The site map may label resources on an individual aerial or inset of an overall aerial.~~

3. ~~The results of the intensive survey, including the findings of the intensive survey and recommendations for NRHP eligibility of all resources. The survey report must have sufficient detail and clarity to provide ENV with a basis for obtaining State Historic Preservation Officer (SHPO) concurrence for determinations of NRHP eligibility without requiring submission of additional documentation. At a minimum, the survey report must include the following information:~~

   a. ~~An outline of the purpose and methodology of the project.~~

   b. ~~A background history of study area presenting historic contexts relevant to the time period associated with the historic-age resources in which to evaluate significance of resources for NRHP eligibility, and~~

   c. ~~Brief descriptions of property types developed from observations on patterns of settlement, development trends, resource distribution, and analysis of survey data~~

   d. ~~NRHP registration requirements with integrity analysis of resources in the study area~~

~~e. An inventory of resources with proposed determinations of NRHP eligibility for all resources, evaluated against NRHP criteria for significance and integrity in accordance with 36 CFR 60~~

~~f. Assessments of effects on historic properties as required in Section E with the appropriate NEPA or federal regulatory language~~

~~g. Detailed information on potential historic districts, including inventories, maps, photos, background history and justification of significance~~

~~h. Project area maps, survey forms, photographs, site plans~~

~~i. Appropriate graphics including historic photographs and illustrations, aerials and plat map that amplify the arguments presented for evaluation purposes~~

~~j. Appropriate archival and bibliographic references for historic properties, including oral histories, historical maps, deed or tax research, other archival research, title search, other detailed historic research directly related to the specific location of the site~~

~~k. If applicable, appropriate research related to results obtained through public involvement tasks~~

~~l. Report will explicitly evaluate each resource's NRHP eligibility, providing analysis appropriate to the recommended level of significance of the resource. For resources recommended as NRHP eligible and for those of marginal significance recommended as not NRHP eligible, the report must:~~

~~m. Justify significance within appropriate context and NRHP criteria~~

~~n. Discuss all seven aspects of integrity~~

~~4. Report must integrate intensive survey results with reconnaissance survey results into a single HRSR, including a revised inventory with finalized NRHP recommendations.~~

~~5. Report must characterize potential indirect, direct, and cumulative effects and provide appropriate supplemental visual documentation for all historic properties in accordance with 36 CFR 60, noting presence or absence of character-defining features in proposed new ROW zones subject to Section 4(f) regulations. This visual documentation will only be provided if areas are accessible to project historians.~~

Deliverables:

The following historic resource deliverables will be prepared:

- Addendum to Reconnaissance/Intensive Survey Research Design (1 copy submitted to HCRMA/1 copy submitted to TxDOT ENV)

- Draft Combined Reconnaissance/Intensive Survey Report ~~with resource identification forms and preliminary assessments of National Register eligibility and Section 106/Section 4(f) (as discussed in Section 9.0) effects assessments~~ (2 copies submitted to HCRMA/2 copies submitted to TxDOT ENV)
- ~~Intensive Survey Research Design (1 copy submitted to HCRMA/1 copy submitted to TxDOT ENV)~~
- Final Survey Report including results of intensive survey efforts ~~and revised assessments of National Register eligibility and Section 106/Section 4(f) effects (as discussed in Section 9.0) assessments~~ (2 copies submitted to HCRMA/4 copies submitted to TxDOT ENV).

Assumptions:

- It is anticipated that TxDOT will require an addendum to the existing ~~new~~ Research Design for this project and that approval of this addendum ~~a Research Design~~ will be required prior to commencement of the additional field survey efforts~~intensive-level survey~~.
- It is ~~also~~ anticipated that the results of the Consultant's previous field survey will be directly applicable to the current project in those areas included within the original SH 365/TCC ROW and that ~~no~~ additional field survey will only be required along portions of the alignment that have been modified since the original survey effort. If ~~design changes increase the APE or~~ the letting date is extended beyond 2015, requiring additional survey, those efforts will be conducted under a supplemental scope and budget.
- The area examined during this survey will be limited to an APE extending 300 feet beyond the proposed ROW.
- The client or project engineers will provide CAD or design files showing proposed and existing ROW and property boundaries as well as acreage calculations for new ROW and/or easements required throughout the project and at individual historic property locations (if applicable).
- Based on the results of the previous work efforts survey, the consultant assumes that no additional intensive-level documentation efforts will ~~may~~ be required. If additional properties requiring intensive-level survey are identified in previously un-surveyed areas, those services can be provided under a supplemental authorization ~~on no more than four properties, including the NRHP-listed HCID #2, the potentially eligible Weiske farmstead complex~~.
- ~~Historians assume that intensive-level documentation will not be required for the NRHP-listed HCID #2 and the potentially eligible Weiske farmstead complex. It is assumed that sufficient information was gathered during the reconnaissance survey efforts to facilitate eligibility and effect determinations for those two resources.~~
- ~~Consultant assumes that archival research for the intensive-level survey will be limited to chain of title research at the Hidalgo County courthouse and map and aerial photograph comparison. Historic aerial photograph research will be limited to those available at Austin repositories. \This scope does not include preparation of an expanded historic context statement or a full historic landscape assessment. If required, those services can be provided under a supplemental authorization.~~

- ~~Assumes intensive-level research for the TCC and US 281 Overpass projects will be conducted during the same trip.~~

Archeological Studies

The Consultant will perform an archeological survey of the new portions and previously unsurveyed parcels ~~within~~ of the modified SH 365/TCC alignment~~which were granted ROE as indicated in the 2010 ROE Memorandum (Attachment E)~~. Some ~~of this~~ areas where access was previously granted ~~has~~have already been investigated during previous archeological surveys. Therefore, the following scope outlines the overall task and outstanding tasks needed to complete the archeological survey for those properties ~~where ROE was granted as indicated in the 2010 ROE Memorandum~~ as well as the additional 2.2 miles of ROW. To meet the compressed schedule requirements for this project, this scope assumes that TxDOT's standard for performing a separate impact evaluation study will not be performed for the SH 365/TCC project.

Using the results of previous work efforts which were outlined in the previous research design (conducted in portions of the SH 365/TCC ROW, the Consultant produced a research design which described the findings of the background studies, evaluated the potential for intact archeological deposits in the project area, provided recommendations about the proposed project's potential to affect eligible archeological sites, and made recommendations to TxDOT and the THC for archeological surveys of the project area. The research design provided sufficient detail and clarity to provide THC with a basis for making its recommendations. As the newly modified SH 365/TCC is predominantly contained within the area of the previous work effort, Consultant will provide an addendum letter to TxDOT ENV staff to provide to THC regarding the modified SH 365/TCC limits and any necessary modifications to methodology. The research design and subsequent addendum letter will include the following information:

- Relevant descriptive information about the proposed project.
- Description of relevant background information from site files, soil maps, planning documents, and geological maps.
- Description of the project area and previous impacts, landscape characteristics, or other variables affecting the integrity of known or unknown archeological sites in the project area.
- Description of all archeological sites found within the project area and, to the extent feasible, an evaluation of their eligibility for inclusion in the NRHP or for designation as SALs.
- Evaluation of the extent to which previous impacts, landscape characteristics, or other variables affect the possibility of finding intact archeological deposits within the project area.
- The locations and methods where archeological survey is needed.

The previous~~ly~~ work efforts within the SH 365/TCC ROW were performed under the Texas Antiquities Permit (# 5124) issued by THC and signed by a professional archeologist (Title 13, Part 2, Chapter 26, TAC) and a representative of the project sponsor. The remaining portions of the SH 365/TCC ROW, not surveyed under previous work efforts, will be surveyed under the previous Texas Antiquities Permit. The

newly added ROW between Stewart Road and 33rd Street will also require survey under a Texas Antiquities Permit. Assuming TXDOT and THC will allow amendment of TAC Permit #5124 to include this new ROW, Consultant will prepare the amended research design and submit said document to TXDOT for approval prior to formal amendment of the permit via submission to THC. Consultant will perform surveys, reporting, and documentation to satisfy TxDOT and THC requirements for determining whether archeological sites are present in the project areas, and whether test excavations or a higher level of archeological work is needed for SH 365/TCC. Generally, those requirements are understood to include the following for the project area:

- The approved research designs will include geo-archeological evaluation of the areas of concern within the project area.
- Shovel tests, mechanically excavated trenches, and other subsurface excavations will be sufficient in number and depth to assure satisfaction of THC requirements.
- All trenches excavated for site prospection will be documented in sufficient detail to assure satisfaction of THC information needs.
- The draft final and final reports will fulfill the reporting requirements for the Texas Antiquities Permit. Upon consultation with TxDOT and THC (Atkins' July 18, 2011 Letter to the HCRMA re TAC Permits Issues), THC recommended the preparation of one comprehensive report of findings for all surveys conducted for all HCRMA TAC permits which include Section A (redefined and modified as SH 365/TCC) and Section C of the former HCRMA Hidalgo Loop as well as the proposed IBTC and US 281/IBTC Overpass projects. Under direction of the HCRMA (February 13, 2011 phone conversation), Consultant will prepare a report of findings for SH 365/TCC under TAC Permit #5124 and TAC Permits #5125 and #5683. Reports will have sufficient detail and clarity to provide THC with a basis for making its recommendations without requiring submission of additional documentation. Reports will conform with the standards in the Secretary of the Interior's Standards and Guidelines: Archaeology and Historic Preservation and the Rules of Practice and Procedure (Title 13 Texas Administrative Code [TAC] Chapter 26) for the Antiquities Code of Texas (Title 9, Chapter 191, Texas Natural Resource Code). The draft final and final reports will include:
  - An abstract, introduction, table of contents, bibliography, and a glossary of technical terms.
  - The title page of the draft final report and final report will be an appropriate inscription indicating the source of funds used to conduct the work, the name of the P.I., the Antiquities Permit number, the author(s) names, and the month and year of publication.
  - Relevant descriptive information about the proposed Transportation Activity.
  - Description of the project areas and previous impacts, landscape characteristics, or other variables affecting the integrity of known or unknown archeological sites in the project area.
  - Each project area map on a section of the relevant 7.5-minute USGS quadrangle(s). The project area maps will accurately depict the area of the proposed Transportation Activity; the locations of relevant impacts, landscape conditions, and other variables affecting potential site integrity; the locations of shovel tests and other excavations; and the locations of

archeological sites (if any) in or adjacent to the project area. Maps and figures will be suitable for clear reproduction.

- Description of relevant background information from the Texas Archeological Research Laboratory (TARL) and THC site files, soil maps, and geological maps.
- Description of work performed during the field inspection and results achieved.
- Description of all archeological sites found within each project area and, to the extent feasible, an evaluation of their eligibility for inclusion in the NRHP or for designation as SALs.
- Evaluation of the extent to which previous impacts, landscape characteristics, or other variables affect the possibility of finding intact archeological deposits within the project area.
- Recommendations concerning the need (if any) for further archeological work. If further work is recommended, the report will provide a justification for the additional work, will indicate the locations where additional work is needed, and will identify the level of effort needed for additional work. All additional work as described in this bullet would be included in a supplemental agreement.

Archeological Survey

To facilitate the compressed schedule requirements for the TCC project, the Consultant will stage THC concurrence through TxDOT ENV in correlation with available access to complete required fieldwork. The staged concurrence will assist the Client with phasing of construction. If needed, this task may require additional coordination with TxDOT-ENV and THC. ~~Two~~ One project meeting~~s~~ ~~for the project~~ with TxDOT-ENV or THC are included in additional coordination efforts, as well as on-going phone and email coordination.

Deliverables:

- Research Design for previous work efforts for which ~~antiquities~~ TAC ~~permit~~ Permit #5124 was granted and an addendum letter outlining new project limits and methodology.
- Draft Survey Report for SH 365/TCC which will include findings for surveys under TAC Permits #5125 and #5683 (see above).
- Revised Draft Survey Report for SH 365/TCC and TAC Permits #5125 and #5683.
- Final Survey Report for SH 365/TCC and TAC Permits #5125 and #5683.
- Curatorial Records and Photos (1 set of original records and photos submitted to TARL).

Assumptions:

- The survey will be limited to a 300-foot-wide ROW corridor/400-foot-wide at identified intersections ~~for both projects~~.
- No artifacts (diagnostic or not) will be collected, but records and photos will be curated as necessary.
- Field survey will be done in 2 trips total

- Assumes no archaeological sites will require National Register Eligibility Testing. Those services will be provided, if required by TxDOT and the THC, under supplemental scope and budget authorization.
- In accordance with the Programmatic Agreement on Section 106 (historic properties) with FHWA, TxDOT, and the Texas SHPO and the Advisory Council on Historic Preservation. The Consultant will submit four copies of the draft survey report to TxDOT for review. After initial review, TxDOT will transmit comments to the consultant. The consultant will address comments before resubmitting the revised draft survey to TxDOT who will then submit the survey reports to the THC for review and comment if requested by the THC. TxDOT will transmit THC comments to Consultant. The Consultant will address the comments by TxDOT and THC in a final draft report. The consultant will then submit 25 copies of the final survey report to TxDOT. TxDOT will submit 20 copies to THC to fulfill Consultant's obligations under the Antiquities Permit. All photographs, copies of field notes, artifacts (if any), site forms (if any), and other supporting documentation will be packaged with the final report when submitted for curation. Final survey reports will be reproduced on archival quality paper. One printed copy of each site form will be submitted on archival quality paper.
- The consultant will fully record all archeological sites (if present) in the project area and, to the extent feasible within the scope of a survey, describe the sites' areal extent, depth, artifactual content, and potential for eligibility for listing on the NRHP or as a SAL. The consultant will submit the site form(s) and obtain site number(s) from the TARL.
- In the event sites are found during survey, the consultant will prepare all records, and photographs for curation at TARL. Materials will be prepared in accord with the requirements of that institution and the Texas Antiquities Permit. These materials will be submitted to TxDOT and/or THC with the final reports.
- TxDOT's standard for performing a separate impact evaluation study will allow the results of previous studies conducted on portions within the existing SH 365/TCC ROW.
- The portion of the SH 365/TCC ROW, not surveyed under previous work efforts, will be surveyed under the previous ~~Texas Antiquities~~TAC Permit as well as the newly added ROW.

8.0 IBWC LICENSE

~~The proposed SH 365/TCC Build Alternative crosses the International Boundaries and Water Commission (IBWC) floodway thereby requiring a construction permit/license. The Consultant will coordinate with the SH 365/TCC Engineer to prepare and submit the required documentation to obtain an IBWC construction permit/license. It is assumed that the SH 365/TCC Engineer will provide the hydraulic analysis required for the permit/license.~~ Services to be done by the Client.

9.0 SECTION 4(F) DE MINIMIS

The consultant anticipates that Section 4(f) de minimis documentation will be required for 1~~2~~ property~~ies~~: the NRHP-listed ~~Hidalgo County Irrigation District #2 (~~HCID #2~~) and the potentially eligible Weiske farmstead complex~~. The consultant assumes that the ~~will prepare~~ 4(f) de minimis report~~s~~ for ~~both~~ the

property will be prepared by TxDOT ENV historians according to an existing template used for projects that may potentially affect the irrigation district and that the consultant's responsibility will be limited to documentation of potential project impacts to contributing components of the property. ~~ies according to TxDOT's SOU for Non-Archeological Historic Properties Section 4(f) De Minimis Reports in FHWA Projects.~~ The~~se~~ documentation package ~~reports~~ will include the following:

- ~~An Introduction with the Project Description, Project Need and Purpose,~~ ROW requirements with acreage of land to be used compared to overall size of the property~~(ies), APE, Description of Section 4(f) property(ies), and Statement of historical significance and eligibility of the property(ies) to the NRHP based on established criteria and aspects of integrity.~~
- Engineering design details at the locations of contributing components.
- Documentation of De Minimis Impact Criteria with the assessment of impact and sufficient documentation to demonstrate that impacts to the Section 4(f) resource(s) are de minimis and the effects will not be adverse under Section 106.
- ~~A Conclusion with a brief summary of justification for and any benefits from the recommended de minimis finding.~~
- Mapping of the location of contributing elements based on aerial photographs~~ or if aerials are not available than a map based on a USGS 7.5-minute quadrangle or equivalent~~.
- ~~A bibliography for the information provided for establishing a historic context for determining significance.~~
- ~~Definition of the APE, referring to project plans and/or to proposed direct impacts for this class of project~~
- ~~Methodology that describes the APE, the study limits of the survey area, and the historic period of significance.~~
- Photographs of the resources conforming to current SOU standards
- Design schematics showing existing and proposed conditions and existing and proposed typical section drawings.
- ~~Assessment of level of impact (low/minimal vs. high/extensive) with documentation appropriate to that level. If high or extensive, the report must document the positive effects of measures taken to reduce impacts to a de minimis level.~~
- ~~Assessment of the level of documentation (Section 106 Consultation/FHWA Determination)~~
- ~~A summary of justification for and any benefits from the recommended de minimis finding~~

Deliverables:

- Section 4(f) de minimis documentation package ~~s~~ for HCID#2~~ and the Weiske farmstead complex~~ (2 copies submitted to HCRMA/2 copies submitted to TxDOT ENV)

Assumptions:

- ~~Historians assume that TxDOT and the THC will concur regarding the NRHP eligibility of the Weiske farmstead complex and determine that project related activities will not constitute an adverse effect to that resource or to the NRHP-listed HCID# 2. In response, Consultant would prepare Section 4(f) de minimis documentation addressing impacts related to acquisition of new ROW from the resources. PBS&J assumes that a de minimis Section 4(f) evaluation would be prepared to disclose and document the alternatives considered and the final decisions made for constructing the project.~~ It is assumed that the project will not require an individual Section 4(f) evaluation. If affects ~~at~~ to the irrigation district ~~these locations~~ are determined to be adverse and a full Section 4(f) evaluation is required, those services will be conducted under a supplemental scope and budget.
- ~~Based on the results of the previous field efforts survey, t~~The consultant assumes that no other resources within the APE will require intensive survey services or Section 4(f) analysis.
- Client will provide data needed to compile ~~lete~~ the 4(f) de minimis documentation -package as requested by TxDOT ENV staff ~~assessments~~ including but not limited to ROW requirements with acreage of land to be used compared to overall size of the property~~ies~~ and design schematics showing existing and proposed conditions and existing and proposed typical section drawings.

ATKINS

Hidalgo County RMA
SH 365/Trade Corridor Connector
Environmental Services Contract

Attachment J-2
Supplemental 01 Fee Proposal

Contracts	Description	Date of Signed Contractual Agreement	Contractual Agreement Amount	Contractual Agreement Balance
Original Contract	SH 365/TCC	March 29, 2011	$389,436	$271,241
	US 281/IBTC Overpass	March 29, 2011	$129,697	$82,097
			$519,133	**$353,338**
Supplemental Agreement 01	SH 365/TCC Modified Alignment (February 2012)		$29,534	$300,775
	US 281/IBTC Overpass		$0.00	
			$548,667	

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Hidalgo County RMA
SH 365/Trade Corridor Connector
Environmental Services Contract
Supplemental 01

COMBINED FEE PROPOSAL

SH 365/TCC Environmental Services		Task Totals	Budget Remaining	Supplemental 01
1.0	PROJECT MANAGEMENT AND ADMINISTRATION	$56,632	$55,298.00	$1,333.62
2.0	AGENCY COORDINATION & PUBLIC INVOLVEMENT	$19,974	$24,813.00	-$4,838.70
3.0	RIGHT-OF-ENTRY (ROE)	$0.00	$0.00	$0.00
4.0	ENVIRONMENTAL CLASSIFICATION	$6,513	$58.00	$6,454.64
5.0	ENVIRONMENTAL DOCUMENT	$73,272	$34,636.00	$38,635.93
6.0	SECTION 404 DELINEATION	$15,048	$16,537.00	-$1,488.59
7.0	CULTURAL RESOURCES	$60,709	$48,786.00	$11,922.86
8.0	IBWC LICENSE	$0	$9,387.00	-$9,387.00
9.0	SECTION 4(f) EVALUATION	$4,190	$15,641.00	-$11,450.87
10.0	ARCHAEOLOGICAL SURVEY REPORT	$21,187	$0.00	$21,186.90
	DIRECT EXPENSES	$43,250	$66,085.00	-$22,834.64
	Total	**$300,775**	$271,241.00	$29,534.00

ATKINS

Hidalgo County RMA
SH 365/Trade Corridor Connector
Environmental Services Contract
Supplemental 01

FEE PROPOSAL

SH 365/TCC Environmental Services		ATKINS	CMEC	TOTAL
1.0	PROJECT MANAGEMENT AND ADMINISTRATION	$55,284	$1,348	$56,632
2.0	AGENCY COORDINATION & PUBLIC INVOLVEMENT	$15,123	$4,851	$19,974
3.0	RIGHT-OF-ENTRY (ROE)	$0	$0	$0
4.0	ENVIRONMENTAL CLASSIFICATION	$6,513	$0	$6,513
5.0	ENVIRONMENTAL DOCUMENT	$63,033	$10,239	$73,272
6.0	SECTION 404 DELINEATION	$15,048	$0	$15,048
7.0	CULTURAL RESOURCES	$60,709	$0	$60,709
8.0	IBWC CONSTRUCTION PERMIT/LICENSE	$0	$0	$0
9.0	SECTION 4(f) EVALUATION	$4,190	$0	$4,190
10.0	ARCHAEOLOGICAL SURVEY REPORT	$21,187	$0	$21,187
	DIRECT EXPENSES	$39,157	$4,093	$43,250
	TOTAL	**$280,245**	**$20,530**	**$300,775**

ATKINS

Hidalgo County RMA
SH 365/Trade Corridor Connector
Environmental Services Contract
Supplemental 01

TOTAL HOURS

SH 365/TCC Environmental Services		ATKINS	CMEC	TOTAL
1.0	PROJECT MANAGEMENT AND ADMINISTRATION	332	10	342
2.0	AGENCY COORDINATION & PUBLIC INVOLVEMENT	100	48	148
3.0	RIGHT-OF-ENTRY (ROE)	0	0	0
4.0	ENVIRONMENTAL CLASSIFICATION	48	0	48
5.0	ENVIRONMENTAL DOCUMENT	560	108	668
6.0	SECTION 404 DELINEATION	136	0	136
7.0	CULTURAL RESOURCES	696	0	696
8.0	IBWC CONSTRUCTION PERMIT/LICENSE	0	0	0
9.0	SECTION 4(f) EVALUATION	38	0	38
10.0	ARCHAEOLOGICAL SURVEY REPORT	206	0	206
	TOTAL	**1,910**	**166**	**2,076**

Hidalgo County Regional Mobility Authority (HCRMA)
SH 365/Trade Corridor Connector Environmental Services
Division of Responsiblities

TASK	TASK DESCRIPTION	ASSUMPTIONS/STATUS	ATKINS ROLE	CMEC ROLE
1.0	**PROJECT MANAGEMENT AND ADMINISTRATION**			
	Project Kick-off Meeting		N/A	N/A
	Project Management Plan	Update	Lead	
	Develop & Maintain Project Schedule	Create schedule during PMP update in collaboration with HCRMA GEC and TxDOT	Lead	
	Weekly Calls/General Purpose Meetings with HCRMA	Assume 2 hours each week	Lead	
	Weekly Coordination with Design Engineer	Assume 2 hours each week	Lead	Support
	Monthly Project Administration (Invoicing, Progress Reports, etc.)	Assume 2 hours each month	Lead	
Change	Monthly HCRMA Meetings	Assumes 1 meeting per month (total of 8 meetings)	Lead	
Change	Project Workshops/Briefing	Assume preparation for 2 workshops	Lead	
	Organize and Maintain Technical Data File		Lead	
	QA/QC		Lead	
2.0	**AGENCY COORDINATION & PUBLIC INVOLVEMENT**	**Additional Services**		
	Agency Coordination & Public Iinvolvement			
Change	TxDOT Pharr District Coordination	Project coordination	Lead	
	MPO Coordination to Update MTP		Lead	
	Public Involvement Plan & Outreach			
	Develop PIP		Lead	Support
	Stakeholder Meetings		Lead	Support
NEW	**Public Meeting**	Assist GEC to conduct meeting notifying public of project limit changes		
	Secure meeting site and complete other meeting logistics		N/A	N/A
	Create Mailing List		N/A	N/A
	Prepare and Publish Meeting Notice in local publications (30-day and 10-day)		N/A	N/A
	Mail Notice		N/A	N/A
NEW	Prepare Public Meeting Exhibits	GEC will lead; Atkins to review	Support	N/A
NEW	Attend Public Meeting	Provide 4 staff to attend (2 Atkins & 2 CMEC)	Support	Support
NEW	Prepare Public Meeting Summary Report	GEC will lead; Atkins to review	Support	N/A
	Public Hearing			
Change	Secure Public Hearing site and complete other logistics	GEC will lead; labor and expenses removed	N/A	N/A
Change	Create Mailing List	GEC will lead; labor and expenses removed	N/A	N/A
Change	Prepare and Publish Public Hearing Notice in local publications (30-day & 10-day)	GEC will lead; labor and expenses removed	N/A	N/A
Change	Mail Notice	GEC will lead; labor and expenses removed	N/A	N/A
Change	Prepare Presentation	GEC will lead; Atkins to review	N/A	N/A
Change	Prepare Public Hearing Exhibits	GEC will lead; Atkins to review	N/A	N/A
	Attend Public Hearing	Provide 4 staff to attend (2 Atkins & 2 CMEC)	Support	Support
Change	Prepare Public Hearing Summary Report	GEC will lead; Atkins to review	Support	N/A
3.0	**RIGHT-OF-ENTRY (ROE)**			
Change	Identify/map outstanding priority parcels	Services removed; being handled by GEC	N/A	
Change	ROE Coordination	Services removed	N/A	
4.0	**ENVIRONMENTAL CLASSIFICATION**	**Additional services**		
Change	Draft classification letter	Revise classification letter with per limits; N&P coordination	Lead	
	Respond to District Comments		Lead	
	Respond to ENV Comments		Lead	
	Respond to FHWA Comments		Lead	
5.0	**ENVIRONMENTAL DOCUMENT**			
Change	**Draft EA**	New Impact calculations based on new limits (2.2 miles of new alignment, pull information from IBTC EA for north-south leg of eastern project terminus.		
	Chapter 1: Introduction	Update	Lead	
	Chapter 2: Project Background	Update	Lead	
Change	Chapter 3: Need and Purpose	Redefine & update per new limits (To be provided by the GEC)	Lead	
	Chapter 4: Description of Proposed Action	Update per new limits	Lead	
	Chapter 5: Alternatives Analysis	Update in coordination with GEC	Lead	
	Chapter 6: Affected Environment & Environmental Consequences		Lead	
	ROW Displacements	Update per new alignment; to be provided by GEC	Lead	
Change	Socioeconomic Data	Update per new limits & requirements	Lead	
	Land Use	Update per new limits	Lead	
	Vegetation	Update per new limits	Lead	
	Beneficial Landscape Practices	Update per new limits	Lead	
	Invasive Species	Update per new limits	Lead	
	Geology, Topography, and Soils	Update per new limits	Lead	
Change	Farmland Protection Policy Act	Update per new limits; coordination with NRCS	Lead	
	Wildlife	Update per new limits	Lead	
	Migratory Bird Treaty Act	Update per new limits	Lead	
	Threatened and Endangered Species	Update per new limits	Lead	
	Parkland	Update per new limits	Lead	

TASK	TASK DESCRIPTION	ASSUMPTIONS/STATUS	ATKINS ROLE	CMEC ROLE
	Wetlands and Waters of the U.S.	Update per new limits	Lead	
	Permits	Update per new limits	Lead	
	Essential Fish Habitat	Update per new limits	Lead	
	Coastal Management Program	Update per new limits	Lead	
	Water Quality	Update per new limits	Lead	
	Floodplains	Update per new limits	Lead	
	Air Quality	Update based on September 2011 regulations	Lead	
Change	Noise	Update per new limits (new noise measurements)	Lead	
Change	Hazardous Materials	Update per new limits (new database search)	Lead	
	Historic Properties	Update per new limits	Lead	
	Archaeological Sites	Update per new limits	Lead	
	Airspace Clearance	Update per new limits	Lead	
	Construction Impacts	Update per new limits	Lead	
Change	Chapter 7: Indirect Impacts	Includes additional trip to obtain development info	N/A	Lead
Change	Chapter 8: Cumulative Impacts	Includes additional trip to obtain development info	N/A	Lead
	Chapter 9: Regional Toll Analysis	To be provided by GEC	N/A	
	Chapter 10: Conclusion	Update per new limits	Lead	
	Chapter 11: References	Update per new limits	Lead	
	Exhibits	Update with new limits; provide impact calculations	Lead	
	Appendices	Update	Lead	
	QA/QC (Draft #1)	Done by CMEC	Support	Lead
	QA/QC (Draft #2)	Done by CMEC	Support	Lead
	Draft EA Revisions	No change		
	Respond to District Comments		Lead	
	Respond to ENV Comments		Lead	
	Respond to FHWA Comments		Lead	
	EA Distribution/NOA	No change		
	Publish & Distribute Final Draft EA		Lead	
	Respond to comments		Lead	
	Finalize EA		Lead	
	Environmental Decision	No change		
	Draft Environmental Decision Document		Lead	
	Environmental Permits Issues & Commitments (EPIC)		Lead	
	Final Environmental Decision Document		Lead	
	Environmental Decision NOA	Expenses removed; GEC to bear advertising costs		
	Prepare Draft NOA		Lead	
	Finalize NOA		Lead	
	Publish NOA		Lead	
6.0	**SECTION 404 DELINEATION**			
	Wetlands/Waters of the US Report			
	Field surveys	Alignment change requires field work for new ROW	Lead	
	Mapping of Boundaries/Prepare data forms	Alignment change requires new mapping	Lead	
	Draft Wetlands Report	Revise report to include new survey and extended limits	Lead	
	Respond to District Comments		Lead	
	Respond to ENV Comments		Lead	
	Section 404 Permit			
Change	USACE Permit Application and Mitigation	Services removed; being handled by GEC	N/A	
Change	USACE Agency Coordination	Services removed; being handled by GEC	N/A	
Change	TCEQ Water Quality Certification	Services removed; being handled by GEC	N/A	
7.0	**CULTURAL RESOURCES**			
	Archaeological Resources			
	Background Study	Revise records review to include area of new road segment.	Lead	
	Research Design & Antiquities Permit	Revise Research Design for existing TAC Permit 5124	Lead	
	Fieldwork	Survey of current ROW; Assumes 2 trips	Lead	
	Lab Analysis and Curation	Survey will generate project materials that will need to be curated as required under TAC permit. Assumes no more than 2 sites. Includes project materials for all 3 TAC permits in conjunction with comprehensive report as defined in Task 10.0	Lead	
	Prepare draft report	Findings for TCC will be reported under Task 10.0.	Lead	
	Provide Information for Tribal Coordination		Lead	
	Historic Resources	Assumes letting date won't extend beyond 2015. If so, then additional survey would be required.		
	Preliminary Data Collection	Complete for previously surveyed areas. Update records review and conduct additional analysis for new ROW area.	Lead	
	Research Design Coordination and Approval with ENV	Draft and submit addendum for review.	Lead	
	Field Reconnaissance	Additional services for new portion of alignment only (assumes 2015 letting date)	Lead	
	Prepare Draft Reconnaissance Report	Draft report for original alignment complete; revise for project limit changes	Lead	
	Respond to ENV Comments		Lead	
	Respond to THC Comments		Lead	
	Intensive Survey Research Design	Complete for previously surveyed areas; assumes no additional intensive survey will be required.	Lead	
	Archival Research/Field Documentation for Intensive Survey	Complete for previously surveyed areas; assumes no additional intensive survey will be required.	Lead	

TASK	TASK DESCRIPTION	ASSUMPTIONS/STATUS	ATKINS ROLE	CMEC ROLE
	Prepare Integrated Reconnaissance and Intensive Survey Report	Draft for original alignment complete; assumes no additional intensive survey will be required. Existing results will be incorporated with updated reconnaissance survey results.	Lead	
	Respond to ENV Comments	Assumes activity will occur at same time as response to comments on reconnaissance survey report.	Lead	
	Respond to THC Comments	Assumes activity will occur at same time as response to comments on reconnaissance survey report.	Lead	
8.0	**IBWC CONSTRUCTION PERMIT/LICENSE**			
Change	Initiate Coordination with IBWC field office	Services removed; being handled by GEC	N/A	
Change	Permit application (project sponsor letter, proposed plans, and resource agencies letters of compliance)	Services removed; being handled by GEC	N/A	
Change	IBWC Permit Coordination	Services removed; being handled by GEC	N/A	
9.0	**SECTION 4(f) EVALUATION**			
Change	Avoidance Alternatives	Services removed; being handled by GEC	N/A	
Change	Prepare Draft De Mininis 4(f) Evaluation	Assumes task includes documentation of design details for the NRHP-listed Hidalgo County Irrigation District #2 and that de minimis document will be prepared by TxDOT ENV historians.	Lead	
	Respond to District Comments		Lead	
	Respond to ENV Comments		Lead	
	Respond to FHWA Comments		Lead	
10.0	**ARCHAEOLOGICAL SURVEY REPORT**	**To resolve TAC permit issues**		
NEW	**Prepare One Report (TAC Permits 5124, 5125 & 5683)**	Prepare findings of surveys for Section A, Section C, IBTC (3 TAC permits) as recommended by THC.	Lead	
NEW	Prepare draft report (for all TAC permits)	Write additional text for draft report, coordinate with report team	Lead	
NEW	Prepare draft report figures	Prepare figures for Section A, Section C, IBTC, and US 281-IBTC Overpass (3 TAC permits) showing project limit changes.	Lead	
NEW	Respond to ENV Comments		Lead	
NEW	Respond to THC Comments		Lead	

SH 365/TCC Environmental Services
Summary of Tasks and Labor Requirements Estimate

		PRIME CONSULTANT															
	Task	Principal	Env. Manager	Sr Planner	Planner II	Planner I	Sr. Scientist II	Sr. Scientist I	Scientist II	Scientist I	Science Technician	Sr. CADD	Sr. GIS Analyst	GIS Tech	Admin	Activity Hours	Activity Cost
	Contract Rate	$270.17	$188.49	$161.79	$125.66	$94.25	$150.79	$125.66	$105.55	$73.83	$61.42	$105.55	$108.85	$80.82	$73.83		
1.0	**PROJECT MANAGEMENT AND ADMINISTRATION**	20	64	212	4	32	0	0	0	0	0	0	0	0	0	332	$55,284.12
	Project Kick-off Meeting															0	$0.00
	Project Management Plan				4											4	$502.64
	Develop & Maintain Project Schedule	4		32												36	$6,257.87
	Weekly Calls/General Purpose Meetings with HCRMA			24												24	$3,882.89
	Weekly Coordination with Design Engineer			24												24	$3,882.89
	Monthly Project Administration (Invoicing, Progress Reports, etc.)	4	24													28	$5,604.44
	Monthly HCRMA Meetings	8	8	96												112	$19,200.85
	Project Workshops/Briefing		8	36		8										52	$8,086.22
	Organize and Maintain Technical Data File					24										24	$2,261.88
	QA/QC	4	24													28	$5,604.44
2.0	**AGENCY COORDINATION & PUBLIC INVOLVEMENT**	0	44	0	52	0	0	0	0	0	0	0	0	0	4	100	$15,123.18
	Agency Coordination																
	TxDOT Pharr District Coordination		4		20											24	$3,267.16
	MPO Coordination to Update MTP															0	$0.00
	Public Involvement Plan & Outreach																
	Develop PIP															0	$0.00
	Stakeholder Meetings															0	$0.00
	Public Meeting																
	Secure meeting site and complete other meeting logistics															0	$0.00
	Create Mailing List															0	$0.00
	Prepare and Publish Meeting Notice in local publications (30-day & 10-day)															0	$0.00
	Mail Notice															0	$0.00
	Prepare Public Meeting Exhibits		4													4	$753.96
	Attend Public Meeting		12		12										2	26	$3,917.45
	Prepare Public Meeting Summary Report		2		4											6	$879.62
	Public Hearing																
	Secure Public Hearing site and complete other logistics															0	$0.00
	Create Mailing List															0	$0.00
	Prepare and Publish Public Hearing Notice in local publications (30-day and 10-day)															0	$0.00
	Mail Notice															0	$0.00
	Prepare Presentation		4													4	$753.96
	Prepare Public Hearing Exhibits		4													4	$753.96
	Attend Public Hearing		12		12										2	26	$3,917.45
	Prepare Public Hearing Summary Report		2		4											6	$879.62
3.0	**RIGHT-OF-ENTRY (ROE)**	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
	Identify/map outstanding priority parcels						0	0	0				0			0	$0.00
	ROE Coordination				0											0	$0.00
4.0	**ENVIRONMENTAL CLASSIFICATION**	2	6	0	22	0	2	2	0	0	0	0	14	0	0	48	$6,512.64
	Draft classification letter	2	4		8		2	2					8			26	$3,723.31
	Respond to District Comments		2		6								4			12	$1,566.35
	Respond to ENV Comments				4								2			6	$720.35
	Respond to FHWA Comments				4											4	$502.64
5.0	**ENVIRONMENTAL DOCUMENT**	0	16	16	123	92	8	90.5	94	12	0	6	38	18	50	559.5	$63,033.41
	Draft EA														4		
	Chapter 1: Introduction					0.5										0.5	$47.12
	Chapter 2: Project Background					0.5										0.5	$47.12
	Chapter 3: Need and Purpose		8		18											26	$3,769.80
	Chapter 4: Description of Proposed Action				2											2	$251.32
	Chapter 5: Alternatives Analysis				2											2	$251.32

SH 365/TCC Environmental Services
Summary of Tasks and Labor Requirements Estimate

		PRIME CONSULTANT															
	Task	Principal	Env. Manager	Sr Planner	Planner II	Planner I	Sr. Scientist II	Sr. Scientist I	Scientist II	Scientist I	Science Technician	Sr. CADD	Sr. GIS Analyst	GIS Tech	Admin	Activity Hours	Activity Cost
	Contract Rate	$270.17	$188.49	$161.79	$125.66	$94.25	$150.79	$125.66	$105.55	$73.83	$61.42	$105.55	$108.85	$80.82	$73.83		
	Chapter 6: Affected Environment & Environmental Consequences															0	$0.00
	ROW Displacements				2	4										6	$628.30
	Socioeconomic Data				8								4			12	$1,440.69
	Land Use				3								2			5	$594.69
	Vegetation							2					4			6	$686.73
	Beneficial Landscape Practices							1								1	$125.66
	Invasive Species							1								1	$125.66
	Geology, Topography, and Soils							3								3	$376.98
	Farmland Protection Policy Act								8				2			10	$1,062.14
	Wildlife						2									2	$301.58
	Migratory Bird Treaty Act							0.5								0.5	$62.83
	Threatened and Endangered Species						2									2	$301.58
	Parkland					2										2	$188.49
	Wetlands and Waters of the U.S.						4									4	$603.17
	Permits							1								1	$125.66
	Essential Fish Habitat							1								1	$125.66
	Coastal Management Program							1								1	$125.66
	Water Quality							2								2	$251.32
	Floodplains							2					2			4	$469.03
	Air Quality					4										4	$376.98
	Noise							24	42				4			70	$7,884.54
	Hazardous Materials				2			16	20				4			42	$4,808.38
	Historic Properties								6							6	$633.33
	Archaeological Sites								6							6	$633.33
	Airspace Clearance					1										1	$94.25
	Construction Impacts					1										1	$94.25
	Chapter 7: Indirect Impacts												1			1	$108.85
	Chapter 8: Cumulative Impacts												1			1	$108.85
	Chapter 9: Regional Toll Analysis					2							2			4	$406.20
	Chapter 10: Conclusion					1										1	$94.25
	Chapter 11: References														4	4	$295.30
	Exhibits				8								8			16	$1,876.10
	Appendices				4										2	6	$650.29
	QA/QC (Draft #1) done by CMEC														4	4	$295.30
	QA/QC (Draft #2) done by CMEC														4	4	$295.30
	Draft EA Revisions																
	Respond to District Comments			4	4	16		8					2			34	$3,880.69
	Respond to ENV Comments				16	16		16	8	4				4		64	$6,992.04
	Respond to FHWA Comments				8	8		8	4	4				4	4	40	$4,100.60
	EA Distribution/NOA																
	Publish & Distribute Final Draft EA		2	4		16									20	42	$4,008.55
	Respond to comments		2		16			4		4				6	4	36	$3,965.67
	Finalize EA			4		12									4	20	$2,073.39
	Environmental Decision																
	Draft Environmental Decision Document		2		16								2	4		24	$2,928.51
	Environmental Permits Issues & Commitments (EPIC)			2	2							6				10	$1,208.22
	Final Environmental Decision Document			2	6											8	$1,077.53
	Environmental Decision NOA																
	Prepare Draft NOA		2			4										6	$753.96
	Finalize NOA				2	4										6	$628.30
	Publish NOA				4											4	$502.64
6.0	**SECTION 404 DELINEATION**	0	0	0	0	0	16	12	80	0	0	0	16	8	4	136	$15,048.41

SH 365/TCC Environmental Services
Summary of Tasks and Labor Requirements Estimate

		PRIME CONSULTANT															
	Task	Principal	Env. Manager	Sr Planner	Planner II	Planner I	Sr. Scientist II	Sr. Scientist I	Scientist II	Scientist I	Science Technician	Sr. CADD	Sr. GIS Analyst	GIS Tech	Admin	Activity Hours	Activity Cost
	Contract Rate	$270.17	$188.49	$161.79	$125.66	$94.25	$150.79	$125.66	$105.55	$73.83	$61.42	$105.55	$108.85	$80.82	$73.83		
	Wetlands/Waters of the US Report																$0.00
	Field surveys						0		40							40	$4,222.18
	Mapping of Boundaries/Prepare data forms						6		8				8			22	$2,620.01
	Draft Wetlands Report						4		16				4		2	26	$2,875.10
	Respond to District Comments		0				4	8	8				2	4	2	28	$3,141.50
	Respond to ENV Comments		0				2	4	8				2	4		20	$2,189.63
	Section 404 Permit																
	USACE Permit Application and Mitigation			0				0	0				0	0		0	$0.00
	USACE Agency Coordination			0				0	0				0	0		0	$0.00
	TCEQ Water Quality Certification			0				0								0	$0.00
7.0	**CULTURAL RESOURCES**	0	0	12	0	0	0	30	214	258	120	0	38	12	12	696	$60,708.86
	Archaeological Resources			8												8	$1,294.30
	Background Study								8							8	$844.44
	Research Design & Antiquities Permit							16	36				2	4	4	62	$6,646.79
	Fieldwork							8	24	72	120					224	$16,223.96
	Lab Analysis and Curation								24	120						144	$11,392.34
	Provide Information for Tribal Coordination								4							4	$422.22
	Historic Resources			4												4	$647.15
	Preliminary Data Collection								4	4			4			12	$1,152.93
	Research Design Coordination and Approval with ENV							2	16				8			26	$2,811.01
	Field Reconnaissance								28	28						56	$5,022.63
	Prepare Draft Report							2	16	6			24			48	$4,995.61
	Respond to ENV Comments								4	4				2	2	12	$1,026.80
	Respond to THC Comments								2					2	2	6	$520.39
	Intensive Survey Research Design															0	$0.00
	Archival Research/Field Documentation for Intensive Survey															0	$0.00
	Prepare Integrated Reconnaissance and Intensive Survey Report							2	40	16						58	$5,654.70
	Respond to ENV Comments								4	4				2	2	12	$1,026.80
	Respond to THC Comments								4	4				2	2	12	$1,026.80
8.0	**IBWC LICENSE**	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
	Initiate Coordination with IBWC field office			0											0	0	$0.00
	Permit application (project sponsor letter, proposed plans, and resource agencies letters of compliance)				0	0		0					0	0		0	$0.00
	IBWC Permit Coordination				0	0										0	$0.00
9.0	**SECTION 4(f) EVALUATION**	0	0	2	0	0	0	2	26	0	0	0	8	0	0	38	$4,190.13
	Avoidance Alternatives	0		0												0	$0.00
	Prepare Draft De Mininis 4(f) Evaluation			2				2	16				8			28	$3,134.59
	Respond to District Comments								4							4	$422.22
	Respond to ENV Comments								4							4	$422.22
	Respond to FHWA Comments								2							2	$211.11
10.0	**ARCHAEOLOGICAL SURVEY REPORT**	0	0	0	0	0	4	8	132	14	0	16	16	0	16	206	$21,186.90
	Prepare One Report (TAC Permits 5124, 5125 & 5683)															0	$0.00
	Prepare draft report (for all TAC permits)							8	112	6					16	142	$14,451.53
	Prepare draft report figures											16	16			32	$3,430.52
	Respond to ENV Comments						2		16	4						22	$2,285.76
	Respond to THC Comments						2		4	4						10	$1,019.10
	Totals	**22**	**130**	**242**	**201**	**124**	**30**	**144.5**	**546**	**284**	**120**	**22**	**130**	**38**	**86**	**2,116**	**$241,087.66**

ATKINS

SH 365/TCC Environmental Services

Summary of Expense Estimate

DIRECT COST ITEMS	AMOUNT	UNIT	RATE	TOTAL
Airfare	23	RT	$350.00	$8,050.00
Mileage	4,000	MILE	$0.50	$2,000.00
Digital Camera Usage	7	DAY	$7.00	$49.00
Records Curation	0	DRW	$1,455.30	$0.00
Printing and Photocopying	0	-		
-Photocopies 8 ½"x11"	27,280	EA	$0.10	$2,728.00
-Photocopies 11"x17"	4,900	EA	$0.15	$735.00
-Color Photocopies 8 ½"x11"	15,880	EA	$0.15	$2,382.00
-Color Photocopies 11"x17"	5,040	EA	$0.20	$1,008.00
Plots	0	-		
-Bond (Black & White)	0	SF	$1.50	$0.00
-Mylar (Black & White)	0	SF	$1.50	$0.00
- Bond (Color)	0	SF	$1.25	$0.00
-Mylar (Color)	0	SF	$4.00	$0.00
-Color Paper (Photo Quality)	0	SF	$5.00	$0.00
Lodging (per person)	103	DAY	$85.00	$8,755.00
Meals (per person)	121	DAY	$36.00	$4,356.00
Car Rental	23	DAY	$65.00	$1,495.00
Rental Car Fuel (10 gallons/rental car/day)	220	DAY	$3.00	$660.00
Noise Meter Rental	1	EA	$530.00	$530.00
HazMat Data Search	1	LS	$750.00	$750.00
Editing	10	Hr	$75.00	$750.00
Mailings/Postage	44	LS	$0.44	$19.36
Backhoe and Operator	3	Day	$800.00	$2,400.00
Public Meeting/Hearing Exhibits	0	EA	$50.00	$0.00
Public Meeting/Hearing Facility Rental	0	Day	$300.00	$0.00
Newspaper Advertisements	0	EA	$1,500.00	$0.00
Public Meeting/Hearing Material	0	EA	$45.00	$0.00
GPS	37	Day	$45.00	$1,665.00
ATV	0	Day	$100.00	$0.00
Miscellaneous Field Expenses	6	Day	$50.00	$300.00
Court Reporter	0	EA	$500.00	$0.00
Overnight Delivery Services	35	EA	$15.00	$525.00

TOTAL EXPENSES $39,157.36

ATKINS

SH 365/TCC and US 281/IBTC Overpass
Environmental Services
Rate Schedule

Labor/Staff Classification	Hourly Base Rate Year 2011	Hourly Base Rate Year 2012	Contract Rate FY 12 - FY 13
Principal	$ 86.00	$ 88.58	$ 270.17
Environmental Manager	$ 60.00	$ 61.80	$ 188.49
Sr. Planner	$ 51.50	$ 53.05	$ 161.79
Planner II	$ 40.00	$ 41.20	$ 125.66
Planner I	$ 30.00	$ 30.90	$ 94.25
Sr. Scientist II-Environmental	$ 48.00	$ 49.44	$ 150.79
Sr. Scientist I-Environmental	$ 40.00	$ 41.20	$ 125.66
Scientist II-Environmental	$ 33.60	$ 34.61	$ 105.55
Scientist I-Environmental	$ 23.50	$ 24.21	$ 73.83
Science Technician	$ 19.55	$ 20.14	$ 61.42
Sr. Engineer	$ 63.00	$ 64.89	$ 197.91
Senior CADD Operator	$ 33.60	$ 34.61	$ 105.55
CADD Operator	$ 24.68	$ 25.42	$ 77.52
Sr. GIS Analyst	$ 34.65	$ 35.69	$ 108.85
GIS Analyst	$ 25.73	$ 26.50	$ 80.82
Admin/Clerical/Word Processor	$ 23.50	$ 24.21	$ 73.83

SH 365/TCC Environmental Services
Summary of Tasks and Labor Requirements Estimate

		SUBCONSULTANT							
	Task	Sr. Envl. Sci II	Sr. Envl Sci. I	Envl Spec III	Envl Spec II	Envl tech II	Admin	Activity Hours	Activity Cost
	Contract Rate	$134.75	$118.90	$67.38	$62.09	$48.88	$52.84		
1.0	**PROJECT MANAGEMENT AND ADMINISTRATION**	10	0	0	0	0	0	10	$1,347.50
	Project Kick-off Meeting							0	$0.00
	Project Management Plan							0	$0.00
	Develop & Maintain Project Schedule							0	$0.00
	Weekly Calls/General Purpose Meetings with HCRMA							0	$0.00
	Weekly Coordination with Design Engineer							0	$0.00
	Monthly Project Administration (Invoicing, Progress Reports, etc.)	10						10	$1,347.50
	Monthly HCRMA Meetings							0	$0.00
	Project Workshops/Briefing							0	$0.00
	Organize and Maintain Technical Data File							0	$0.00
	QA/QC							0	$0.00
2.0	**AGENCY COORDINATION & PUBLIC INVOLVEMENT**	24	0	24	0	0	0	48	$4,851.12
	Agency Coordination								$0.00
	TxDOT Pharr District Coordination							0	$0.00
	MPO Coordination to Update MTP							0	$0.00
	Public Involvement Plan & Outreach								$0.00
	Develop PIP							0	$0.00
	Stakeholder Meetings							0	$0.00
	Public Meeting								$0.00
	Secure meeting site and complete other meeting logistics							0	$0.00
	Create Mailing List							0	$0.00
	Prepare and Publish Meeting Notice in local publications (30-day & 10-day)							0	$0.00
	Mail Notice							0	$0.00
	Prepare Public Meeting Exhibits							0	$0.00
New	Attend Public Meeting	12		12				24	$2,425.56
	Prepare Public Meeting Summary Report							0	$0.00
	Public Hearing								$0.00
	Secure Public Hearing site and complete other logistics							0	$0.00
	Create Mailing List							0	$0.00
	(30-day and 10-day)							0	$0.00
	Mail Notice							0	$0.00
	Prepare Presentation							0	$0.00
	Prepare Public Hearing Exhibits							0	$0.00
Change	Attend Public Hearing	12		12				24	$2,425.56
	Prepare Public Hearing Summary Report							0	$0.00
3.0	**RIGHT-OF-ENTRY (ROE)**	0	0	0	0	0	0	0	$0.00
	Identify/map outstanding priority parcels							0	$0.00
	ROE Coordination							0	$0.00
4.0	**ENVIRONMENTAL CLASSIFICATION**	0	0	0	0	0	0	0	$0.00
	Draft classification letter							0	$0.00
	Respond to District Comments							0	$0.00
	Respond to ENV Comments							0	$0.00
	Respond to FHWA Comments							0	$0.00
5.0	**ENVIRONMENTAL DOCUMENT**	32	22	22	20	12	0	108	$10,238.52
	Draft EA							0	$0.00
	Chapter 1: Introduction							0	$0.00
	Chapter 2: Project Background							0	$0.00
	Chapter 3: Need and Purpose							0	$0.00
	Chapter 4: Description of Proposed Action							0	$0.00
	Chapter 5: Alternatives Analysis							0	$0.00
	Chapter 6: Affected Environment & Environmental Consequences							0	$0.00
	ROW Displacements							0	$0.00
	Socioeconomic Data							0	$0.00
	Land Use							0	$0.00
	Vegetation							0	$0.00
	Beneficial Landscape Practices							0	$0.00
	Invasive Species							0	$0.00
	Geology, Topography, and Soils							0	$0.00
	Farmland Protection Policy Act							0	$0.00
	Wildlife							0	$0.00
	Migratory Bird Treaty Act							0	$0.00
	Threatened and Endangered Species							0	$0.00
	Parkland							0	$0.00
	Wetlands and Waters of the U.S.							0	$0.00
	Permits							0	$0.00
	Essential Fish Habitat							0	$0.00
	Coastal Management Program							0	$0.00
	Water Quality							0	$0.00
	Floodplains							0	$0.00
	Air Quality							0	$0.00
	Noise							0	$0.00
	Hazardous Materials							0	$0.00
	Historic Properties							0	$0.00
	Archaeological Sites							0	$0.00
	Airspace Clearance							0	$0.00
	Construction Impacts							0	$0.00
	Chapter 7: Indirect Impacts	8	12	12	10	6		48	$4,227.54

SH 365/TCC Environmental Services
Summary of Tasks and Labor Requirements Estimate

		SUBCONSULTANT							
	Task	Sr. Envl. Sci II	Sr. Envl Sci. I	Envl Spec III	Envl Spec II	Envl tech II	Admin	Activity Hours	Activity Cost
	Contract Rate	$134.75	$118.90	$67.38	$62.09	$48.88	$52.84		
	Chapter 8: Cumulative Impacts	8	10	10	10	6		44	$3,854.98
	Chapter 9: Regional Toll Analysis							0	$0.00
	Chapter 10: Conclusion							0	$0.00
	Chapter 11: References							0	$0.00
	Exhibits							0	$0.00
	Appendices							0	$0.00
	QA/QC (Draft #1)	8						8	$1,078.00
	QA/QC (Draft #2)	8						8	$1,078.00
	Draft EA Revisions							0	$0.00
	Respond to District Comments							0	$0.00
	Respond to ENV Comments							0	$0.00
	Respond to FHWA Comments							0	$0.00
	EA Distribution/NOA							0	$0.00
	Publish & Distribute Final Draft EA							0	$0.00
	Respond to comments							0	$0.00
	Finalize EA							0	$0.00
	Environmental Decision							0	$0.00
	Draft Environmental Decision Document							0	$0.00
	Environmental Permits Issues & Commitments (EPIC)							0	$0.00
	Final Environmental Decision Document							0	$0.00
	Environmental Decision NOA							0	$0.00
	Prepare Draft NOA							0	$0.00
	Finalize NOA							0	$0.00
	Publish NOA							0	$0.00
6.0	**SECTION 404 DELINEATION**	0	0	0	0	0	0	0	$0.00
	Wetlands/Waters of the US Report							0	$0.00
	Field surveys							0	$0.00
	Mapping of Boundaries/Prepare data forms							0	$0.00
	Draft Wetlands Report							0	$0.00
	Respond to District Comments							0	$0.00
	Respond to ENV Comments							0	$0.00
	Section 404 Permit							0	$0.00
	USACE Permit Application and Mitigation							0	$0.00
	USACE Agency Coordination							0	$0.00
	TCEQ Water Quality Certification							0	$0.00
7.0	**CULTURAL RESOURCES**	0	0	0	0	0	0	0	$0.00
	Archaeological Resources							0	$0.00
	Background Study							0	$0.00
	Research Design & Antiquities Permit							0	$0.00
	Fieldwork							0	$0.00
	Lab Analysis and Curation							0	$0.00
	Prepare draft report							0	$0.00
	Respond to ENV Comments							0	$0.00
	Respond to THC Comments							0	$0.00
	Provide Information for Tribal Coordination							0	$0.00
	Historic Resources							0	$0.00
	Preliminary Data Collection							0	$0.00
	Research Design Coordination and Approval with ENV							0	$0.00
	Field Reconnaissance							0	$0.00
	Prepare Draft Report							0	$0.00
	Respond to ENV Comments							0	$0.00
	Respond to THC Comments							0	$0.00
	Intensive Survey Research Design							0	$0.00
	Archival Research/Field Documentation for Intensive Survey							0	$0.00
	Prepare Integrated Reconnaissance and Intensive Survey							0	$0.00
	Respond to ENV Comments							0	$0.00
	Respond to THC Comments							0	$0.00
8.0	**IBWC LICENSE**	0	0	0	0	0	0	0	$0.00
	Initiate Coordination with IBWC field office							0	$0.00
	Permit application (project sponsor letter, proposed plans, and resource agencies letters of compliance)							0	$0.00
	IBWC Permit Coordination							0	$0.00
9.0	**SECTION 4(f) EVALUATION**	0	0	0	0	0	0	0	$0.00
	Avoidance Alternatives							0	$0.00
	Prepare Draft De Mininis 4(f) Evaluation							0	$0.00
	Respond to District Comments							0	$0.00
	Respond to ENV Comments							0	$0.00
	Respond to FHWA Comments							0	$0.00
	Totals	**66**	**22**	**46**	**20**	**12**	**0**	**166**	**$16,437.14**

SH 365/TCC Environmental Services

Summary of Expense Estimate

DIRECT COST ITEMS	AMOUNT	UNIT	RATE	TOTAL
Airfare	6	RT	$350.00	$2,100.00
Mileage		MILE	$0.45	$0.00
Digital Camera Usage		DAY	$7.00	$0.00
Records Curation		DRW	$1,455.30	$0.00
Printing and Photocopying		-		
-Photocopies 8 ½"x11"		EA	$0.10	$0.00
-Photocopies 11"x17"		EA	$0.15	$0.00
-Color Photocopies 8 ½"x11"		EA	$1.00	$0.00
-Color Photocopies 11"x17"		EA	$1.80	$0.00
Plots		-		
-Bond (Black & White)		SF	$1.50	$0.00
-Mylar (Black & White)		SF	$1.50	$0.00
- Bond (Color)	60	SF	$1.25	$75.00
-Mylar (Color)		SF	$4.00	$0.00
-Color Paper (Photo Quality)		SF	$5.00	$0.00
Lodging (per person)	8	DAY	$85.00	$680.00
Meals (per person)	16	DAY	$36.00	$576.00
Car Rental	6	DAY	$65.00	$390.00
Rental Car Fuel (10 gallons/rental car day)	64	DAY	$3.00	$192.00
Noise Meter Rental		EA	$530.00	$0.00
HazMat Data Search		LS	$225.00	$0.00
Editing		Hr	$75.00	$0.00
Mailings/Postage		LS	$0.44	$0.00
Backhoe and Operator		Day	$800.00	$0.00
Public Meeting/Hearing Exhibits		Day	$300.00	$0.00
Public Hearing Facility Rental		EA	$1,500.00	$0.00
Newspaper Advertisements		EA	$1,500.00	$0.00
Public Meeting/Hearing Material		EA	$1,500.00	$0.00
GPS		Day	$45.00	$0.00
ATV		Day	$100.00	$0.00
Miscellaneous Field Expenses	1	Day	$50.00	$50.00
Court Reporter/Translator		EA	$500.00	$0.00
Overnight Delivery Services	2	EA	$15.00	$30.00

TOTAL EXPENSES $4,093.00

SH 365/TCC and US 281/IBTC Overpass
Environmental Services
Rate Schedule

Labor/Staff Classification	Hourly Base Rate Year 2011	Hourly Base Rate Year 2012	Contract Rate FY 12 - FY 13
Sr. Environmental Scientist II	$ 51.00	$ 52.53	$ 138.80
Sr. Environmental Scientist I	$ 45.00	$ 46.35	$ 122.47
Environmental Professional II	$ 35.00	$ 36.05	$ 95.25
Environmental Professional I	$ 29.00	$ 29.87	$ 78.92
Environmental Specialist III	$ 25.50	$ 26.27	$ 69.40
Environmental Specialist II	$ 23.50	$ 24.21	$ 63.96
Environmental Specialist I	$ 21.00	$ 21.63	$ 57.15
Environmental Tech II	$ 18.50	$ 19.06	$ 50.35
Environmental Tech I	$ 15.50	$ 15.97	$ 42.18
Admin/Clerical	$ 20.00	$ 20.60	$ 54.43

Post, Buckley, Schuh and Jernigan, Inc.

Report of Independent Certified Public Accountants on Schedule of Direct Labor and Fringe Benefits and Schedule of General Overhead
For the Year Ended September 30, 2010

Contents

McGladrey

Independent Auditor's Report
on Schedule of Direct Labor and Fringe Benefits
and Schedule of General Overhead

To the Board of Directors
Post, Buckley, Schuh and Jernigan, Inc.
Tampa, Florida

We have audited the accompanying Schedule of Direct Labor and Fringe Benefits and Schedule of General Overhead (Schedules) of Post, Buckley, Schuh and Jernigan, Inc. (the Company) for the year ended September 30, 2010. These Schedules are the responsibility of the Company's management. Our responsibility is to express an opinion on these Schedules based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Schedules are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Schedule of Direct Labor and Fringe Benefits and Schedule of General Overhead. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall Schedules presentation. We believe that our audit provides a reasonable basis for our opinion.

The accompanying Schedules were prepared on the basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulation (FAR) and certain other federal and state regulations as discussed in Note 1, and is not intended to be a presentation in conformity with accounting principles generally accepted in the United States of America.

In our opinion the Schedules referred to above present fairly, in all material respects, the direct labor, fringe benefits, and general overhead of Post, Buckley, Schuh and Jernigan, Inc. for the year ended September 30, 2010, on the basis of accounting described in Note 1.

In accordance with *Government Auditing Standards*, we have also issued our report dated March 15, 2011, on our consideration of the Company's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

This report is intended solely for the use and information of the Board of Directors of Post, Buckley, Schuh & Jernigan, Inc. and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation and should not be used by anyone other than those specified parties.

McGladrey & Pullen, LLP

Orlando, Florida
March 15, 2011

Post, Buckley, Schuh and Jernigan, Inc.

Schedule of Direct Labor and Fringe Benefits
Year Ended September 30, 2010

	Financial Statement Expense	Unallowable Expenses	FAR Ref.	Net Allowable Costs	Allowable Costs Allocated To: Home Office	Field Office	Risk and Emergency Management
Direct Labor	$ 144,907,047	$ -		$ 144,907,047	$ 118,887,117	$ 23,650,939	$ 2,368,991
Fringe Benefits							
Employee Benefits – Flex Credit/Employee Cont	$ 14,522,546	$ -		$ 14,522,546	$ 12,006,433	$ 2,388,513	$ 127,600
Taxes – FICA	11,904,135	-		11,904,135	9,763,272	1,942,268	198,595
Salaries – PTO	11,139,225	-		11,139,225	9,174,077	1,825,055	140,093
Salaries – Holiday	5,187,264	-		5,187,264	4,267,159	848,892	71,213
Retirement Plan	3,053,814	-		3,053,814	2,525,322	502,377	26,115
Restricted Stock Compensation	2,689,072	2,689,072	(1)	-	-	-	-
Taxes – FUTA And SUTA	910,497	-		910,497	741,676	147,546	21,275
Special Awards	646,027	-		646,027	532,073	105,849	8,105
Dues/Member – Professional	595,993	357,596	(3)	238,397	198,178	39,424	795
Employee Moving Expense	590,115	590,115	(4)	-	-	-	-
EAC Allowable	279,257	69,814	(2)	209,443	171,759	34,169	3,515
Ins – Work Comp Prem	198,155	-		198,155	152,297	30,298	15,560
Dues/Member – Bus. Dev.	196,261	137,383	(3)	58,878	48,894	9,727	257
Educ. Asst. Program	127,941	-		127,941	106,440	21,174	327
Service Awards, Morale and Welfare	100,088	50,044	(2)	50,044	41,354	8,227	463
Salaries – Sick	39,632	-		39,632	32,061	6,378	1,193
Dues-Memberships – Social Club	38,373	38,373	(3)	-	-	-	-
Retirement Plan-Other	35,784	-		35,784	29,494	5,867	423
Taxes – Other Payroll Taxes	34,439	-		34,439	28,768	5,723	(52)
EAC Unallowable	10,954	10,954	(2)	-	-	-	-
Deferred Compensation Expense	-	-		-	-	-	-
Employee Moving Expense Unallowable	-	-		-	-	-	-
Employee Wellness Program	(620)	-		(620)	(510)	(101)	(9)
Ins – Work Comp Claims	(22,771)	-		(22,771)	(14,883)	(2,961)	(4,927)
Bonuses	(302,109)	-		(302,109)	(251,981)	(50,128)	-
Total	$ 51,974,072	$ 3,943,351		$ 48,030,721	$ 39,551,883	$ 7,868,297	$ 610,541
Fringe Benefit Rate					33.27%	33.27%	25.77%

FAR References:

(1) 31.205-6 – Compensation for Personal Services.
(2) 31.205-13 – Employee Morale, Health, Welfare, Food Service, and Dormitory Costs and Credits.
(3) 31.205-43 – Trade, Business, Technical and Professional Activity Costs.
(4) 31.205-35 – Relocation Costs

See Notes to Schedule of Direct Labor and Fringe Benefits and Schedule of General Overhead.

Post, Buckley, Schuh and Jernigan, Inc.

Schedule of General Overhead
Year Ended September 30, 2010

General Overhead	Financial Statement Expense	Unallowable Expenses	FAR Ref.	Net Allowable Costs	Allowable Costs Allocated To: Home Office	Field Office	Risk and Emergency Management
INDIRECT SALARIES	$ 65,845,362	$ 2,683,389	(11)	$ 63,161,973	$ 56,023,478	$ 5,989,522	$ 1,148,973
FRINGE BENEFITS	23,608,815	1,790,780	(1)	21,818,035	19,477,424	2,039,145	301,466
TRAVEL & ENTERTAINMENT	6,336,346	1,262,103	(2)	5,074,243	4,581,735	385,743	106,765
TELEPHONE & COMMUNICATION COSTS	3,865,360	-		3,865,360	3,216,578	550,212	98,570
VEHICLE COSTS	2,844,267	-		2,844,267	1,969,642	807,443	67,182
BUSINESS DEVELOPMENT	1,846,159	1,846,159	(5)	-	-	-	-
SEMINARS, TRAINING & MEETINGS	1,552,822	507,512	(4)	1,045,310	907,472	128,975	8,863
CONSULTANT FEES	665,347	-		665,347	581,013	76,028	8,306
FACILITY & EQUIPMENT COSTS	-	-		-	-	-	-
Rent	23,806,986	-		23,806,986	20,244,655	3,227,827	334,504
Depreciation & Amortization	6,270,942	-		6,270,942	5,487,128	607,765	176,049
Repair & Maintenance	2,255,793	-		2,255,793	1,910,148	305,560	40,085
Rent & Facilities Allocations	(3,804,400)	(4,836)	(6)	(3,799,564)	(927,642)	(2,654,226)	(217,696)
Utilities	1,063,681	-		1,063,681	908,708	143,657	11,316
Property Taxes	870,064	-		870,064	739,870	117,857	12,337
Gain/Loss on Fixed Assets	58,358	-		58,358	50,355	7,196	807
Small Equipment Purchases	55,898	-		55,898	40,790	12,532	2,576
Rental Expense & Subrental Income	(438,510)	(438,510)	(6)	-	-	-	-
OTHER GENERAL OVERHEAD EXPENSES	-	-		-	-	-	-
Legal Fees & Settlements	5,034,929	2,689,658	(7)	2,345,271	2,094,870	226,837	23,564
Professional Fees	2,277,599	569,400	(4)	1,708,199	1,650,429	48,499	9,271
Other General OH Expenses	1,012,315	465,302	(8)	547,013	459,634	77,606	9,773
Insurance	(192,134)	6,648	(9)	(198,782)	(197,182)	(1,448)	(152)
Office Supplies & Expenses	2,345,747	18,219	(3)	2,327,528	2,012,699	281,165	33,664
Licenses & Fees	347,327	-		347,327	293,969	49,654	3,704
TECHNICAL SUPPLIES & EXPENSES	-	-		-	-	-	-
Coputer, Supplies & CADD	2,202,428	-		2,202,428	2,055,397	135,235	11,796
Other Technical Supplies	351,888	-		351,888	274,133	87,967	(10,212)
CORPORATE ALLOCATIONS	57,896,572	10,005,499	(10)	47,891,073	38,781,117	8,657,339	452,617
Total general overhead	**$ 207,979,961**	**$ 21,401,323**		**$ 186,578,638**	**$ 162,636,420**	**$ 21,308,090**	**$ 2,634,128**
General overhead rate					**136.80%**	**90.09%**	**111.19%**
General overhead and fringe benefit rate combined					**170.07%**	**123.36%**	**136.96%**

Post, Buckley, Schuh and Jernigan, Inc.

Schedule of General Overhead (Continued)
Year Ended September 30, 2010

FAR References:

(1) **Multiple FARs**: 31.205-13 – Employee Morale, Health, Welfare, Food Service, and Dormitory Costs, 31.205-43 – Trade, Business, Technical and Professional Activity Costs.
(2) **Multiple FARs**: 31.205-46 – Travel Costs / 31.205-14 – Entertainment
(3) **Multiple FARs**: 31.205-8 – Contributions or Donations, 31.205-14 – Entertainment, 31.205-20 – Interest and Other Financial Costs, 31.205-28 – Other Business Expenses, 31.205-36 – Rental Costs, 31.205-41 – Taxes, 31.205-46 – Travel Costs.
(4) 31.205-43 – Trade, Business, Technical and Professional Activity Costs.
(5) 31.205-1 – Public Relations and Advertising Costs.
(6) 31.205-36 – Rental Costs.
(7) 31.205-47 – Costs Related to Legal and Other Proceedings
(8) **Multiple FARs**: 31.205.3 – Bad Debts, 31.205-8 – Contributions or Donations, 31.205-20 – Interest and Other Financial Costs, 31.205-22 – Lobbying and Political Activity costs, 31.205-41 – Taxes.
(9) 31.205-19- Insurance and Indemnification.
(10) **Multiple FARs**: 31.205-13 – Employee Morale, Health, Welfare, Food Service, and Dormitory Costs, 31.205-43 – Trade, Business, Technical and Professional Activity Costs, 31.205-46 – Travel Costs / 31.205-14 – Entertainment, 31.205-8 – Contributions or Donations, 31.205-20 – Interest and Other Financial Costs, 31.205-28 – Other Business Expenses, 31.205 – 36 – Rental Costs, 31.205-41 – Taxes, 31.205-47 – Costs Related to Legal and Other.
(11) 31.205-6 – Compensation for Personal Services- removed at the GL account level, not shown here

See Notes to Schedule of Direct Labor and Fringe Benefits and Schedule of General Overhead.

Note 1. Nature of Business and Significant Accounting Policies

Post, Buckley, Schuh and Jernigan, Inc. (the "Company") is a professional design and engineering firm providing consultation in the areas of planning, engineering and design. The Company's projects are diverse, including industrial and public facilities, transportation and infrastructure. The company is a wholly-owned subsidiary of The PBSJ Corporation (the "Parent Company").

The Company was founded in 1960, and its clients include private sector businesses, public utilities, architect/engineers, contractors and all levels of government. Revenues are derived from billings for services, equipment and reimbursable expenses. The Company has approximately 82% governmental and 18% commercial contracts.

On October 1, 2010, The PBSJ Corporation consummated a merger agreement with WS Atkins plc, a public limited company organized under the laws of England and Wales.

A summary of the Company's significant accounting policies follows:

Basis of accounting: The Company's policy is to prepare its overhead schedules, which consists of the Schedule of Direct Labor and Fringe Benefits and Schedule of General Overhead (Schedules), on the basis of accounting practices prescribed by Title 48 CFR Chapter 1, Part 31 of the Federal Acquisition Regulation (FAR). Accordingly, the above-mentioned Schedules are not intended to be a presentation in conformity with accounting principles generally accepted in the United States of America.

The Company maintains a job-order cost accounting system for the recording and accumulation of costs incurred under its contracts. Each project is assigned a job number so that costs may be segregated and accumulated in the Company's job-order cost accounting system.

The Company's method of estimating costs for pricing purposes during the proposal process is consistent with the accumulation and reporting of costs under its job-order cost accounting system.

The Company uses contract labor and bills this labor as a component of general overhead, not as direct labor, to the applicable projects. The contract labor costs charged indirectly to contracts for the year ended September 30, 2010, amounted to $665,347 and are not included in the direct labor base or factored into the direct expense rate calculation.

Note 2. Allocation of Costs to Pools

In calculating the pools, indirect labor has been specifically identified as either relating to the Home Office (HO), the Field Office (FO) or the Risk and Emergency Management (REM) operating unit. Indirect fringe benefits, general and administrative costs and corporate shared services costs are allocated to each of the three indirect cost pools identified below.

Total fringe benefit costs are identified with REM costs captured separately, as noted in the REM cost pool description below. The Company's total salaries and wages for the total company less REM and total salaries and wages for REM determine the allocation base for the respective fringe rates. Fringe benefits have been allocated to the indirect salaries and wages based on the rate of fringe benefit expenses incurred for all indirect salaries identified for the Total Company or the REM overhead pool. Unallowable percentages are applied at the General Ledger (GL) account level where applicable.

Note 2. Allocation of Costs to Pools (Continued)

PBS&J Inc. general and administrative (G&A) expenses are allocated based on total direct labor and indirect costs incurred by the respective overhead pools. The allocation percentage for each cost pool is developed from total costs less the G&A expenses. The allocation for G&A is calculated for each general ledger (GL) account and added to the cost pool for that GL account. Unallowable percentages are applied at the GL account level where applicable.

The PBSJ Corporate shared services costs are allocated to the respective cost pools using either headcount, revenue or the 3-factor formula in determining allocated costs. These costs are allocated in separate line items, not directly added to the GL accounts. Those costs are identified and allocated as either allowable or unallowable costs.

The direct labor dollars for the pools represent the direct wages for the year ended September 30, 2010, of the individuals specifically identified by the Company as physically working in those cost pools.

Pool Composition:

- Home Office (HO) – The Home Office pool represents the Company's core consulting services and is comprised of employees from all disciplines except those specifically excluded, those performing work such as, but not limited to, architecture, engineering, science, survey, planning and design. This pool also includes the predominant costs of the Company's administration and business development support services, performing work such as, but not limited to, firm management, project accounting and finance, project marketing and business development. These employees have a "base" home office, such as the Atlanta, Tampa, Miami and Charlotte offices, where the Company provides for the office space and standard overhead expenses for the employees.

- Field Office (FO) – The Field Office pool is comprised of specific divisions performing work such as Construction Management, Construction Engineering and Inspections (CE&I) services, Transportation Planning and Design, Aviation, and Tolls and Turnpike services. This pool also includes nominal costs of the Company's administration and business development support services, a proportional expense for executive management and oversight. These Field Office divisions capture costs for employees who work at a remote site or a non-company site, generally at a government facility or project location, for duration of longer than six months, often one (1) to three (3) years in duration with significant project staffs. These employees move from field site to field site and do not have a "base" home office. The Company does not maintain regular office space for these employees and does not incur many of the standard overhead costs associated with an employee residing in one of the base offices. It is customary for the Company's client to predominantly provide for the physical cost including the workspace, utilities, office equipment, furniture, communication and telephones, fax machines, computers, vehicles and associated supplies and other expenses. The Company's client also predominantly provides for administrative personnel including receptionists, secretaries and project accounting analysts. The use of the Field Office rate is based on the nature, location and duration of the work.

Note 2. Allocation of Costs to Pools (Continued)

- Risk and Emergency Management (REM) – The primary purpose of REM is disaster response and recovery efforts. This pool also includes nominal costs of the Company's administration and business development support services, a proportional expense for executive management and oversight. Temporary labor is utilized to perform REM's contractual activities. REM temporary direct labor does not participate in the full fringe benefit package, specifically; vacation, sick leave, education assistance and disability insurance. Therefore, the fringe Post, Buckley, Schuh and Jernigan, Inc., an Atkins company benefit rate applicable to REM direct labor is reduced to eliminate those cost elements from the REM fringe benefit pool. Additionally, due to the remote nature and definite scope of work performed by REM, less overhead is required to support REM contract tasks.

Note 3. Highly Compensated Officers

The Company did not pay compensation to senior executives in excess of the FAR 31.205-6(p) limit of $693,900 per person. The Company's management also performed salary reasonableness testing using several prominent industry surveys and additional testing for employees related to executives in accordance with the American Association of State Highway Transportation Officials (AASHTO) uniform audit and accounting guide, 2010 edition. Based on this testing, the company identified unallowable compensation for executives and non-executives associated with merger and acquisitions activities and other unallowable cost. The amount of unallowable compensation, $2,683,389, is included in the Unallowable Expenses adjustment in the Scheduled of General Overhead.

Note 4. Facilities Cost of Money

The Facilities Capital Cost of Money has been calculated in accordance with FAR Section 31.205-10; using average net book values of equipment and facilities multiplied by the average Treasury rates for the applicable period, as shown:

Beginning net capital assets	$ 33,668,694
Net capital assets, September 30, 2010	32,884,477
Total	66,553,171
	/2
Average net capital assets	$ 33,276,586
Average treasury rate	3.630%
Home and Field Offices	
Facilities capital cost of money	$ 1,186,597
Direct labor base, net of REM direct labor	$ 142,538,056
Facilities capital cost of money rate	0.832%
REM	
Facilities capital cost of money	$ 19,679
Direct labor base, net of REM direct labor	$ 2,368,991
Facilities capital cost of money rate	0.831%

McGladrey

Independent Auditor's Report
on Internal Control Over Financial Reporting
and on Compliance and Other Matters With Requirements Applicable to the
Schedule of Direct Labor And Fringe Benefits and Schedule of General Overhead

To the Board of Directors
Post, Buckley, Schuh and Jernigan, Inc.
Tampa, Florida

We have audited the Schedule of Direct Labor and Fringe Benefits and Schedule of General Overhead (the Schedules) of Post, Buckley, Schuh and Jernigan, Inc. (the Company) for the year ended September 30, 2010, and have issued our report thereon dated March 15, 2011. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Company's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the Schedules, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we do not express on opinion of the effectiveness of the Company's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Schedules are free of material misstatement, we performed tests of the Company's compliance with certain provisions of laws, regulations and contracts, including the provisions of the applicable sections of Part 31 of the Federal Acquisition Regulation, noncompliance with which could have a direct and material effect on the determination of the Schedules' amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the use and information of the Board of Directors of Post, Buckley, Schuh and Jernigan, Inc. and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation and should not be used by anyone other than those specified parties.

McGladrey & Pullen, LLP

Orlando, Florida
March 15, 2011

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS		**AGENDA ITEM**	**4**
PLANNING COMMITTEE	**X**	**DATE SUBMITTED**	**4/24/12**
FINANCE COMMITTEE		**MEETING DATE**	**4/26/12**
TECHNICAL COMMITTEE			

4. Agenda Item: **DISCUSSION, CONSIDERATION AND RECOMMENDATION TO AMEND AND RESTATE PROFESSIONAL ENGINEERING SERVICES WITH L&G ENGINEERING FOR THE MODIFIED TCC CHANGE IN LIMITS (SEGMENT 1) AND SCOPE ADJUSTMENT AND APPROVING WORK ORDER NO. 1 FOR PRELIMINARY ENGINEERING SERVICES.**

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

   Consideration and recommendation on Work Order No. 1 in the amount of $998,837.67 for development of schematics (4 lanes), drainage studies and utility research for TCC modified (segment 1).

3. Policy Implication: Board Policy, Texas Government Code

4. Budgeted: ___Yes _X_No ___N/A

   Funding Source: Vehicle Registration Fund

Maximum amount payable	$5,887,542.43 (100%)
Work Order No. 1 (proposed)	**($ 998,837.67) (16.97%)**
Maximum fee balance	$4,888,704.80 (83.03%)

5. Staff Recommendation**: Motion to recommend Work Order No. 1 with L&G Engineering in the amount of $998,837.67 leaving a maximum fee balance of $4,888,704.80.**

6. Board Attorney: _X_Approved ___Disapproved ___None

7. Executive Director's Recommendation: _X_Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Rick Perez, Chairman – Planning Committee

From: Pilar Rodriguez, PE, Executive Director

Date: April 24, 2012

Re: **L&G Engineering Work Order No. 1 – TCC Modified Segment 1**

At the October 27, 2011, regular meeting, the Board of Directors awarded professional engineering design services to L&G Engineering in the maximum payable amount of $5,887,542.43. The design services awarded are to provide plans, specifications and estimates for SH365/TCC segment 1 from FM 1016 (Conway Avenue) to Spur 115 (23rd Street).

L&G's tasks under Work Order No. 1 includes development of schematics (4 lanes), drainage studies and utility research, as well as, revising the TCC modified segment 1 limits to FM 396 (Bryan Road) to McColl Road.

The engineer's level of effort of $998,837.67 to perform these tasks was also evaluated and calculated to equate to 16.97% of the maximum amount payable to L&G Engineering for plans, specifications and estimates.

Based on review by this office, approval of Work Order No. 1 is recommended to **L&G Engineering** in the amount of **$998,837.67** leaving a maximum fee balance of **$4,888,704.80**.

Additionally, I have attached the revised scope and level of effort for the proposed work order for your review and consideration.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012-10

AMENDING AND RESTATING THAT CERTAIN PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH L&G ENGINEERING TO MODIFY THE REVISED SH365 TRADE CORRIDOR CONNECTOR LIMITS AND SCOPE ADJUSTMENTS AND APPROVING WORK AUTHORIZATION NO. 1 FOR PRELIMINARY DESIGN SERVICES AND SUPPORT OF ENVIRONMENTAL DEVELOPMENT

THIS RESOLUTION is adopted this 2nd day of May, 2012 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, the Texas Transportation Commission determined that the Authority would benefit the State by constructing needed roadway projects as identified by the County, including the approximately 104-mile Hidalgo County Loop System (the "Loop System"), the US 83 La Joya Relief Route, and a US 281 alternate route from north of Edinburg to the Pharr International Bridge;

WHEREAS, the Authority has begun work on an independent project under the Loop System, referenced as the Trade Corridor Connector;

WHEREAS, the Trade Corridor Connector is included in the Hidalgo County Metropolitan Planning Organization's Transportation Improvement Program, preliminary traffic and revenue estimates have been developed along with preliminary design work for the project, Hidalgo County Transportation Reinvestment Zone Number 2 was created to include the project, and, recently, the Commission awarded the Authority $70,000,000 in pass-through funding to develop the Trade Corridor Connector;

WHEREAS, to proceed with the project, the Board, on July 27, 2010, elected to issue a procurement for an engineering firm or firms to perform certain tasks, including developing plans, specifications, and estimates; on December 30, 2010 the Board scored and ranked the respondents to the procurement; on March 21, 2011, based on qualifications, the Board selected L&G Engineering (the "Consultant") to perform engineering work for the TCC Segment 1 (now SH365 TCC); and on April 13, 2011 the Board approved that certain Professional Engineering/Design Services Agreement (the "Agreement") with the Consultant;

WHEREAS, in order to reflect a change in scope based on the Board's overall planning, the Board now finds it to be in the best interest of the Authority to amend and restate the Agreement, in the form attached hereto as Exhibit A (Exhibit J to the Agreement outlines the specific changes incorporated); and

WHEREAS, in order to initiate work under the Agreement, the Board finds it to be in the best interest of the Authority to authorize Work Authorization No. 1 (attached hereto as Exhibit B) to perform preliminary engineering services including the development of schematics, drainage studies, and a preliminary utilities report;

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

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

Section 2. The Board hereby approves the Amended and Restated Professional Engineering/ Design Services Agreement attached hereto as Exhibit A and Work Authorization No. 1 under said Agreement, attached as Exhibit B.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING on the 2nd day of May, 2012, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Joe Daniel Olivarez, Secretary/Treasurer

EXHIBIT A

AMENDED AND RESTATED PROFESSIONAL ENGINEERING/DESIGN SERVICES AGREEMENT

EXHIBIT B

WORK AUTHORIZATION NUMBER 1

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PROFESSIONAL ENGINEERING/DESIGN SERVICES

THIS CONTRACT FOR PROFESSIONAL ENGINEERING/DESIGN SERVICES is made by and between the Hidalgo County Regional Mobility Authority (the "Authority") and L&G Engineering, herein after called "Engineer" for the purpose of contracting for engineering services (the "Agreement).

WITNESSETH

WHEREAS, Government Code, Chapter 2254, Subchapter A, "Professional Services Procurement Act" provides for the procurement of professional services of engineers; and

WHEREAS, in compliance with the Professional Services Procurement Act and all federal requirements including those described in 23 CFR Part 172, the Authority procured professional engineering/design services (the "Procurement") for the Hidalgo County Trade Corridor Connector (the "TCC" or the "Project") and any segments thereunder;

WHEREAS, pursuant to the Procurement and the Board's ranking of respondents thereto, the Board finds it to be in the best interest of the Authority to engage the Engineer to ~~design, including providing plans, specifications, and construction estimates for that certain segment #1 of the TCC, from east of McColl Road at approximately Station 986+00 to just west of Anzalduas Road (Bryan Road) ending at approximately FM 495~~ perform preliminary engineering including development of schematics, drainage studies, geotechnical services, utilities, and development of plans, specifications, and estimates (PS&E) and review of shop drawings for the TCC modified FM 365 from just west of FM 365 (Bryan Road) to east of McColl Road at approximate STA 986+00 (the "Project");

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

AGREEMENT

ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

1.1 The Engineer shall timely perform those engineering services for the fulfillment of the Agreement. All work shall be subject to review and approval by the Authority, the Texas Department of Transportation, and, if applicable, the Federal Highway Administration. Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in performing its work under this contract, Engineer shall perform its services to the standard of care of a reasonable

engineer that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Engineer.

1.2 The Engineer shall prepare a schedule of work, identified as Attachment B – Detailed Scope of Services and a schedule of work, identified as Attachment D – Work Schedule, attached hereto and made a part of this Agreement. The Detailed Scope of Services and the Work Schedule shall contain a complete schedule by task such that the Engineer's Scope of Services under this Agreement can be accomplished within the specified time and contract cost. The Work Schedule shall identify the task, the total maximum dollar amount payable for each task, and the time allotted to complete the job by the date or working days.

1.3 Attachment C – Fee Schedule shall identify the hourly rates for each job title, total number of hours for each job title, and the maximum dollar amount payable for each job title.

ARTICLE II
AGREEMENT PERIOD

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

ARTICLE III
COMPENSATION AND METHOD OF PAYMENT

3.1 The maximum amount payable under this Agreement is $5,768,800.00, unless modified as provided hereunder. All payments will be made in accordance with the hourly rates for each job title established in Attachment C-1.

3.2 The Engineer shall prepare and submit to the Authority an invoice and progress report stating the percent completion of the work accomplished during the billing period, including hours worked. The invoice and progress report shall contain sufficient detail such that the billing can be reviewed for compliance with both the Work Schedule and Fee Schedule.

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

3.4 **The Authority assumes no liability for work performed or costs incurred prior to the date authorized by the Authority to begin work, during periods when work is suspended, or subsequent to the Termination Date.**

ARTICLE IV
WORK AUTHORIZATIONS

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

4.2 Upon satisfactory completion of the Work Authorization, the Engineer shall submit to the Authority for review and acceptance the deliverables as specified in the executed Work Authorization.

4.3 Work included in a Work Authorization shall not begin until the Authority and the Engineer have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The Engineer shall promptly notify the Authority of any event which will affect completion of the Work Authorization.

4.4 Unless otherwise authorized by the Authority and the Texas Department of Transportation, Work performed under this Agreement shall be developed in accordance with the latest version of the Texas Department of Transportation's manuals.

ARTICLE V
PROGRESS

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

5.2 All Work produced or approved or otherwise created by the Engineer under this Agreement shall be transmitted to the Authority in the form of photocopy reproduction on a monthly basis and, if requested by the Authority, additionally transmitted to the Texas Department of Transportation each month. The originals of all Work shall remain property of the Authority.

5.3 Should the Authority determine that the progress in production of the work does not satisfy the work schedule, the Authority will review the Work Schedule with the Engineer to determine corrective action needed.

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

(1) Problems, delays, or incomplete information which materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work by established deadline; and

(2) Favorable developments or events which would enable meeting the Work Schedule sooner than anticipated.

ARTICLE VI
SUSPENSION

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

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

ARTICLE VII
ADDITIONAL WORK

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

ARTICLE VIII
CHANGES IN WORK

8.1 If the Authority finds it necessary to request changes to previously satisfactory completed work or parts thereof which involve changes to the original scope of services, the Engineer shall make such revisions if requested and as directed by the Authority. This will be considered additional work and paid for as specified herein.

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

ARTICLE IX
SUPPLEMENTAL AGREEMENTS

9.1 The terms of this Agreement may be modified by supplemental agreement if there has been a significant change in the scope, complexity, or character of the service to be

performed, or the duration of the work. Additional compensation, if appropriate, shall be identified as provided herein. Any supplemental agreement must be executed by both parties within the Agreement period.

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

ARTICLE X
REQUIREMENTS

10.1 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 I, the Engineer certifies its compliance and the compliance of any subconsultants or subcontractors present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving federal, state or Authority funds:

(1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
(2) does not have a proposed debarment pending;
(3) has not been suspended debarred, voluntarily excluded, or determined ineligible by an federal agency within the past three years; and
(4) has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years as specified by Title 49, Code of Federal Regulations, paragraph 29.305(a).

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

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

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

(1) ***Compliance with Regulations:*** The Engineer shall comply with

Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, CFR, Part 21, as may be amended from time to time; 23 CFR 710.405(B), as may be amended from time to time, and Executive Order 11246, titled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in the Department of Labor regulations (41 CFR Part 60) (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) ***Nondiscrimination:*** The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, national origin, age or handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

(3) ***Solicitations for Subcontracts, Including of Material and Equipment***: In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age or handicap.

(4) ***Information and Reports***: The Engineer shall provide all information and reports required for auditing purposes by TxDOT or the US Office of Inspector General, or by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Authority, TxDOT, or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Authority or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

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

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

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

10.5 The Engineer agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code as codified in Title 48, Federal Acquisition Regulations, Subpart 3.8 and subpart 52.203.11, prohibiting federal funds from being expended by a recipient or lower-tier subrecipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract or cooperative agreement. If federal funds are applied to the services under this Agreement, the Engineer and any subconsultants or subcontractors would be required to complete the Certification of Federal Contracts and, if necessary, the Disclosure of Lobbying Activities.

10.6 The Engineer is required to adhere to the commitment made to participation by certified Disadvantage Business Enterprises as agreed to by the Authority during negotiations.

10.7 If the Project is a federal aid project, Engineer is required to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), which prohibit the use under non-exempt federal contract, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the USEPA Assistant Administrator of Enforcement.

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

ARTICLE XI
PERSONNEL, EQUIPMENT, MATERIAL, AND INFORMATION

11.1 This Agreement is not intended to constitute, create, give up, or otherwise recognize a joint venture agreement or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

11.2 The Engineer shall furnish and maintain, at its own expense, office space for the performance of all services, and adequate and sufficient personnel and equipment to perform the services all required. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them.

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

11.4 The Engineer agrees to maintain (in sufficient detail as will properly reflect all work done and results achieved in the performance of this Agreement) tracings, plans, specifications, maps, basic survey notes and sketches, books, records, reports, research notes, charts, graphs, comments, plans, comparisons, computations, analyses, recordings, photographs, computer programs, and documentations thereof, and other graphic or written data or deliverables generated in connection with the work called for in the Agreement; all such information and documentations to be termed "Data" under this Agreement.

11.5 All Data is the exclusive property of the Authority and shall be furnished to the Authority upon request and shall not be used or released by the Engineer or any other person except with the prior approval of the Authority. All documents prepared by the Engineer and all documents furnished to the Engineer by the Authority shall be delivered to the Authority upon completion of the relevant milestone for payment and/or termination of this Agreement. Provided, however, that none of the documents or materials are intended or represented by Engineer to be suitable for reuse by the Authority, or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Authority's sole risk and without liability or legal exposure to Engineer.

11.6 The Engineer and any subconsultant, subcontractor or vendor shall keep and maintain all Data and all other material relating to this Agreement and related projects, and shall make all such material available at any reasonable time during the term of work on the Agreement and related projects and for five (5) years from the date of final payment to the Engineer for auditing, inspection, and copying upon the Authority's

request or, if federal dollars are applied to the Agreement, upon the request by the federal government.

11.7 The Engineer shall grant the Authority and the Texas Department of Transportation an irrevocable, perpetual, nonexclusive license to use all intellectual property acquired or developed under this Agreement.

ARTICLE XII
SUBCONTRACTING

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

12.2 All subcontracts shall include the provisions required in this Agreement and shall be approved as to form, in writing, by the Authority prior to its execution. Subcontracts in excess of $10,000 shall be submitted to the Texas Department of Transportation for review and approval prior to execution.

ARTICLE XIII
EVALUATION OF WORK

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

ARTICLE XIV
SUBMISSION OF REPORTS

All applicable study reports and analysis shall be submitted in preliminary form for review by the Authority's representatives before a final report is issued. The Authority's review of such reports shall be done in a timely manner so that Engineer can comply with the project schedule. The Authority's comments or questions on the preliminary report shall be addressed in the final report.

ARTICLE XV
BREACH OF AGREEMENT

15.1 Violation of the Agreement terms or breach of this Agreement by the Engineer shall be grounds for termination of the Agreement. Any additional costs to the Authority that arise from the Engineer's default, breach of Agreement, or violation of Agreement terms shall be paid by the Engineer. This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

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

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

ARTICLE XVI
TERMINATION

16.1 This Agreement shall terminate at the close of business on May 10, ~~2013~~ 2016 unless extended as provided herein. The Agreement may be terminated before the stated termination date by any of the following conditions:

1. By mutual consent, in writing, of both parties;
2. By the Authority, by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the services set forth in a satisfactory manner;
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein;
4. By the Authority, for reasons of its own and not subject to the mutual consent of the Engineer upon not less than ten (10) calendar days written notice to the Engineer; and
5. By written notice from the Authority upon satisfactory completion of all services and obligations described herein.

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

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

16.4 The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the Authority and the Engineer under this Agreement except the obligations set forth in: **Article X Requirements**; **Article XIII Evaluation of Work**; **Article XVII Compliance, Conduct, and Conflicts**; **Article XVIII Indemnification**; **Article XIX Engineer's Responsibility**; and **Article XXI Retention, Availability of Records, and Audit Requirements** of this Agreement. If the termination of the Agreement is due to the

failure of the Engineer to fulfill its obligations under the Agreement, the Engineer shall be liable to the Authority for any additional costs occasioned to the Authority.

ARTICLE XVII
COMPLIANCE, CONDUCT, AND CONFLICTS

17.1 The Engineer shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules, and regulations, and the orders and decrees of any court, or administrative bodies or tribunals, in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Engineer shall furnish the Authority with satisfactory proof of its compliance.

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

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

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

17.5 No contract for the construction of a project shall be awarded to the firm that designed the project, or its subsidiaries, affiliates, the parent company or subconsultants, except with the written approval of the Authority.

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

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

ARTICLE XVIII
INDEMNIFICATION

THE ENGINEER SHALL SAVE AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, EMPLOYEES, AND CONSULTANTS FROM ALL CLAIMS, LIABILITY, ACTION, AND LOSS (INCLUDING DAMAGE OR INJURY INCLUDING DEATH TO PERSONS OR PROPERTY) DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, SUBCONTRACTORS, OR EMPLOYEES PERFORMED UNDER THIS AGREEMENT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT, INCLUDING ANY VIOLATION OF ANY STATUTES, ORDINANCES, BUILDING CODES OR REGULATIONS, OF THE ENGINEER OR OF ANY PERSON EMPLOYED OR ENGAGED BY THE ENGINEER, AND THE DEFENSE OF ANY SUCH CLAIMS, LIABILITY, ACTION, OR LOSS.

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

THE ENGINEER SHALL ALSO SAVE AND HOLD HARMLESS THE AUTHORITY FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, REASONBLE ATTORNEY FEES WHICH MAY BE INCURRED BY THE AUTHORITY OR LIABILITIES WHICH MAY BE IMPOSED ON THE AUTHORITY AS THE RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACT BY THE ENGINEER, ITS AGENTS, ITS SUBCONTRACTORS, OR EMPLOYEES.

ARTICLE XIX
ENGINEER'S RESPONSIBILITY

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

19.2 Acceptance of the work by the Authority will not relieve the Engineer of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

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

ARTICLE XX
ENDORSEMENT

The Engineer's seal shall be endorsed and affixed to plans, reports, and engineering data furnished under this Agreement.

ARTICLE XXI
RETENTION, AVAILABILITY OF RECORDS, AND AUDIT REQUIREMENTS

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

ARTICLE XXII
INSURANCE

22.1 The Engineer shall obtain and maintain insurance limits of liability for each of the types of insurance coverage identified as follows:

1. Workers' Compensation, endorsed with a waiver of subrogation in favor of the Authority in the amount of statutory obligations imposed under the Texas Workers' Compensation Law.
2. Commercial General Liability, endorsed with the Authority as an additional insured and endorsed with a waiver of subrogation in favor of the Authority to the extent of the liabilities assumed by Engineer under **ARTICLE XVIII INDEMNIFICATION** of this Agreement, in limits of liability of one million dollars ($1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
3. Professional Liability in limits of one million dollars ($1,000,000) each claim and in the aggregate.

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

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

22.2 The Engineer shall furnish proof of insurance by means of a completed Attachment E – Certificate of Insurance -- Hidalgo County Regional Mobility Authority, attached hereto and made a part thereof with the Project Name and the Engineer's name stated thereon, to be submitted prior to the beginning of the Project. The Engineer will be

considered in breach of this Agreement should the Engineer fail to maintain the required insurance coverage during the term of this Agreement. The termination of this Agreement resulting from failure to maintain the required insurance will be carried out in accordance with the termination provisions herein.

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

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

ARTICLE XXIII
SUCCESSORS AND ASSIGNS

23.1 The Engineer and the Authority do hereby bind themselves, their successors, executors, administrators, and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such party in respect to all covenants of this Agreement.

23.2 The Engineer shall not assign, subcontract, or transfer its interest in this Agreement without the prior written consent of the Authority.

ARTICLE XXIV
SEVERABILITY, AMDENDMENT, & COUNTERPARTS

24.1 In the event any one or more of the provisions contained in this Agreement, for any reason, shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof; and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

ARTICLE XXV
NOTICE

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

Regional Mobility Authority	Engineer
Hidalgo County RMA	L&G Engineering
510 S. Pleasantview Drive	2100 W. Expressway 83
Weslaco, Texas 78596	Mercedes, Texas 78570
Attn: Chairman	Attn: Behrooz Badiozzamani, P.E.

25.2 Within 10 days after the execution of this Agreement, the Authority shall submit a fully executed copy of the Agreement to the Texas Department of Transportation.

* * *

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

AUTHORITY

By: _____

Name: Dennis Burleson

Title: Chairman

Hidalgo County Regional Mobility Authority

Date: 03/28/12

ENGINEER

By: Jacinto Garza P.E.

Name: CEO/President

Title: _____

Company: L&G Engineering

Date: 03/28/12

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

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

GENERAL

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

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

PS&E P.S. & E. Development

The **HCRMA** will provide the following general items.

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

ROUTE AND DESIGN STUDIES (FC 110)

The **HCRMA** will provide the following:

Design Criteria

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

Schematic Update

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

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

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

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

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

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

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

1. Timely review/approval of the Hydraulic Study.

MISCELLANEOUS ROADWAY (FC 163)
The **HCRMA** will provide the following:

1. Timely review and approval of TCP in coordination with TxDOT.
2. Provide Aesthetic plans and details for project.

MANAGEMENT (FC 164)

The **HCRMA** will provide the following:

1. Attend/participate in progress meetings as required.
2. Timely review of submittals as required.

ATTACHMENT B
DETAILED SCOPE OF WORK

[Provided by the Engineer]

ATTACHMENT "B"
DETAILED SCOPE OF SERVICES

APPLICABILITY:

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

ABBREVIATIONS:

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

CHANGES TO SCOPE FROM ORIGINAL SUBMITTAL ON 5-13-2011

Task 120 (Pg 4-1) Item 2(b) and Item 2(c)

Task 320 (Pg 13-1) Item 1 & 2

PROJECT DESCRIPTION

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

County/HCRMA: Hidalgo County

CSJ number: 3627-01-001 (currently assigned from FM 1016 to Fm 3072)

Project/Description: ~~PS&E Design for SH365 – 0.65 Miles West of FM1016 to 0.52 Miles East of SP115 (excluding section from GSA connector to FM 494 (Shary Rd))~~ Preliminary engineering, including development of schematics (4-lane and update Super Two), drainage studies, utilities, geotechnical, development of PS&E and review of shop drawings for TCC modified FM 365 from just west of FM 365 (Bryan Road) to just east of McColl Road at approximate STA 986+00.

Length: ~~5.9~~ 6.17 Miles (Approx) ~~Sta 510+63.87 to Sta 905+00 (omit Sta 650+00 – Sta 731+57)~~ from just west of FM 396 to STA 986+00

365

Highway: SH365- Trade Corridor Connector (TCC) ~~(Segment #1)~~ Modified from just west of FM 365 to east of McColl Road (STA 986+00).

Limits: (See Location Map Attached)

Existing Facility: New Location

Proposed Facility: 4-lane divided controlled access toll facility

Project Classification

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

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

ROUTE AND DESIGN STUDIES
(Task 110)

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

c. For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown. All signing shall be in conformance with the Texas MUTCD.

d. The tentative ROW limits.

(1) Provide preliminary earthwork cross sections to verify ROW requirements utilizing GEOPAK.

(2) Provide a graphics file containing the approved schematic.

e. Layout shall include the geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, bridges, and cross roads.

f. Indicate the current and projected traffic volumes as provided by the HCRMA (20 year traffic projection, unless otherwise determined by the District Engineer).

g. The control of access lines shall be shown on the proposed schematic.

h. Direction of traffic flow on all roadways.

i. Layout shall include the geometric of speed change (acceleration, deceleration, climbing) lanes.

j. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above and in the TxDOT's checklist for schematic layout.

k. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing.

12. Agreements and Permits

YES*	NO	a. Compensable Utility Agreements and exhibits for Utility Agreements
YES	NO	b. Railroad Agreements
		c. Railroad Exhibits
N/A	N/A	(1) Railroad Underpasses
YES	NO	(2) Railroad Overpasses (SH365/TCC Overpasses at RR)
N/A	N/A	(3) Railroad Grade Crossing (Re-planking)
N/A	N/A	(4) Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A	(5) Other Miscellaneous Sketches for Railroads
YES	NO	d. Traffic Signal Agreements (Pending warrant analysis) and required exhibits.
YES	NO	e. IBWC License Agreement

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

The license agreement package should include:

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

YES	NO	f. Required Coordination for splitting the project limits (two separate CSJ's)

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

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

(* = Task anticipated to be led and/or handled by HCRMA/GEC)

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

Services
Provided By:
Engineer HCRMA

1. Public Involvement

YES*	NO	a. Technical assistance to the GEC and/or Environmental Consultant in the preparation of public meeting(s)/hearing(s), and exhibit preparation.
YES*	NO	b. Assist the GEC and/or Environmental Consultant to respond to technical questions received during the Public Meeting/Hearing.
YES*	NO	c. Assist the GEC in conducting stakeholder outreach meetings and prepare summaries of said meetings to provide to HCRMA
YES*	NO	d. Assist the GEC and/or Environmental Consultant in developing the PowerPoint presentation for the Public Meeting/Hearing.
YES*	NO	e. Prepare and Present the technical presentation portion of the speech.

2. Preparation of Environmental Permits, Issues and Commitments

YES	NO	a. The Engineer shall develop a plan sheet to be included in the construction plans identifying the Environmental Permits, Issues & Commitments (EPIC) sheet. This plan sheet will be based on the Environmental Document provided by the HCRMA. The permits if required shall be obtained by the HCRMA.
NO*	YES	b. Preparation & Submittal of Notice of Intent (NOI)
NO*	YES	c. Preparation & Submittal of Notice of Termination (NOT) upon completion of project
NO	NO	d. Section 4(f) evaluation, including developing the avoidance alternatives have not been identified at this point.
YES	NO	e. Prepare exhibits on structures that impact Waters of the US and wetlands by minimizing impacts for the further coordination and eventual securing of construction permits from the USACE (if needed).

(* = Task anticipated to be led and/or handled by HCRMA/GEC)

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

Services Provided By: Engineer	HCRMA		
		1.	Right-of-Way Map
YES	NO	a.	ROW Map submitted by the Surveyor to the HCRMA shall be reviewed by the Engineer on the following items: 1. Correctness of alignment and geometry 2. Correctness of control of access lines as depicted on schematic 3. Coordinate the final centerline alignment adjustment to finalize the ROW map.
NO	YES	b.	Full compliance with ROW Map requirements as specified in TxDOT ROW Manuals.
YES*	NO	2.	Utility Adjustments (All utilities are Compensable – 100% for Non-Permitted and 50% for Permitted) a. The Engineer shall prepare an initial coordination letter and a project layout which will be distributed to various utility companies to determine which utilities are in the limits of the project. b. The Engineer shall schedule and conduct a Utility Kick-Off meeting with TxDOT, HCRMA and the utility companies. c. The Engineer shall prepare a Utility Conflict Tracking Matrix table. d. Upon completion of the preliminary drainage plans and Utility & Drainage (U&D) sheets and Irrigation sheets, the Engineer shall distribute these sheets to the various utility companies and request identification of their lines within the project limits. e. The Engineer will coordinate with the Surveyor and the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas. f. The Engineer shall coordinate and approve an adjustment plan and preliminary estimates for all utilities impacting the proposed project construction. g. The Engineer will be responsible for preparing any and all compensable utility agreements, in compliance with TxDOT requirements, and preparation of the final adjustment letters. h. A due diligence package will be provided for the HCRMA for their use in processing reimbursements to utility companies. i. Before a construction contract for the project is let, the Engineer shall provide a utility certification for the HCRMA's signature to TxDOT that all utilities have been adjusted.
YES*	NO	3.	Design of Compensable Utilities a. Irrigation Structures 1) Parallel 2) Perpendicular Crossings / Siphons 3) Irrigation Canals
N/A	NO	b.	Various Pipelines

(* = Task anticipated to be led and/or handled by HCRMA/GEC)

FIELD SURVEYING
(Task 150)

Services Provided By: Engineer	HCRMA		
		1.	Field Survey
YES*	NO	a.	Assist PMC (GEC) to coordinate with Surveyor to obtain DTM data on voids and missing areas
YES*	NO	b.	Assist PMC (GEC) to coordinate with Surveyor to obtain outfall design surveys
YES*	NO	c.	Assist PMC (GEC) to coordinate with Surveyor to obtain utility company field ties
YES*	NO	d.	Assist PMC (GEC) to coordinate with Surveyor to provide final alignment for the preparation of the ROW Map
YES*	NO	e.	Assist PMC (GEC) to coordinate with Surveyor to tie down geotechnical borings
YES*	NO	f.	Assist PMC (GEC) to coordinate with Surveyor to stake centerline of proposed mainlanes

(* = Task anticipated to be led and/or handled by HCRMA/GEC)

ROADWAY DESIGN
(Task 160)

Services Provided By:
Engineer HCRMA

1. Geometric Design

YES NO a. Horizontal and Vertical Alignment

YES NO b. Geometric Layout for Plan and Profile Sheets

(1) Layout shall include the location of interchanges, main lanes, grade separations, frontage roads and ramps.

(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.

(3) Layout shall include the geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, bridges, and cross roads.

(4) Direction of traffic flow on all roadways.

(5) Layout shall include the geometric of speed change (acceleration, deceleration, climbing) lanes.

YES NO 2. General Guidelines for Project Development

a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. Copies of the four-lane freeway schematic layout shall be submitted through the TxDOT Pharr District office to the Design Division for approval and subsequent coordination with the FHWA. No geometric design is to be performed until the HCRMA and TxDOT have given the engineer written approval of the preliminary schematic layout.

b. All geometric design shall be in conformance with the latest version of the TxDOT's Standard Specification for Construction and Maintenance of Highways, Streets, and Bridges, and the Special Specification and Special Provisions related thereto, and shall conform to the latest edition and revisions of the State's Roadway Design Manual, except where variances are permitted in writing by the HCRMA and TxDOT.

c. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

d. The engineer shall furnish a final cross section plot for the project, which is of utmost importance since it is the basis for contractor payments and construction staking.

YES NO 3. Grading Design

a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.

b. Typical Sections

c. Design Cross Sections for roadways and outfalls.

d. Determine Cut and Fill Quantities for roadways and outfalls

4. Pavement Design

YES NO a. Prior to initiating detailed plan preparations for a project, an investigation shall be made to design the proposed pavement structure. TxDOT's computer program "The Flexible Pavement Design System (FPS) will be utilized for this purpose.

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

DRAINAGE
(Task 161)

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

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

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION
(Task 162)

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

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

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

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

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

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

MISCELLANEOUS (ROADWAY)
(Task 163)

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

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

Services
Provided By:
Engineer HCRMA

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

5. Miscellaneous Drafting/Standards

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

YES NO 6. Compute and Tabulate Quantities

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

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

BRIDGE DESIGN
(Task 170)

Services Provided By: Engineer	HCRMA		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
NO	NO	(1) Underpass(es) (McColl Road)	1
YES	NO	(2) Overpasses- (2 Each) (FM 494-Shary Road)(SP 115 – 23rd)	2 4
N/A	N/A	(3) Main Lanes	
N/A	NA	(4) Direct Connector(s)	
YES	NO	(5) Ramp Bridge(s) (Ware Rd exit, SP115 exit/entr)	3
YES	NO	(6) Waterway Structure(s) (Floodway) USIBWC Floodway between SP 115 (23rd Street) and Ware Road; Pharr/San Juan Irrigation Canal	2
N/A	N/A	(7) Pedestrian Structure(s)	
N/A	N/A	(8) Utility Structure(s)	
N/A	N/A	(9) Railroad Underpass(es)	
YES	NO	(10) Railroad Overpass(es) (FM 1016/UP, UP)	
N/A	N/A	(11) Bridge Classification Culvert(s)**	
N/A	N/A	(12) Alternate Structural Designs	
N/A	N/A	(13) Alternate Foundation Design	
		Total New Structures =	6 10
		b. Existing Structure(s)	
NO	NO	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	
NO	NO	(2) Bridge Replacement	
NO	NO	(3) Raising Bridge Elevation	
NO	NO	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	
N/A	N/A	(5) Railroad Overpass(es)	
N/A	N/A	(6) Railroad Underpass(es)	
		Total Existing Structures =	0

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

Services
Provided By:
Engineer HCRMA

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

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

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

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

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

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

YES NO 8. General Guidelines for Bridge Design

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

PROJECT MANAGEMENT
(Task 164)

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

CONSTRUCTION MANAGEMENT
(Task 320)

Services
Provided By:
Engineer HCRMA

NO* YES 1. Construction Bidding Assistance
After acceptance by HCRMA of the Bidding Documents and upon written authorization by HCRMA to proceed, Engineer shall:

a) Assist HCRMA in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued,
b) Attend pre-Bid conferences (This task will be the responsibility of the Engineer)
c) Develop Addenda for HCRMA as appropriate to clarify, correct, or change the Bidding Documents. ***(Task performed by PMC (GEC) assisted by Engineer)***
d) Provide Project design information or assistance needed by HCRMA in the course of the bid submittal with prospective contractors.***((Task performed by PMC (GEC) assisted by Engineer)***
e) Advise the HCRMA as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
f) Attend the Bid opening, prepare Bid tabulation sheets, and assist HCRMA in evaluating Bids and recommend award of contract.

Exhibit BNO* YES 2. Services during Construction
Upon successful completion of the Bidding, and upon concurrence from HCRMA, Engineer shall:

a) *Pre-Construction Conference.* Participate in a Pre-Construction Conference (if required) prior to commencement of Work at the Site. ***((Task performed by PMC (GEC) assisted by Engineer)***
b) *Change Orders.* Provide related services such as: Preparing Engineering drawings required for change orders correcting errors and omissions on the plans.
c) *Review and approval of Shop Drawings.* Review and approve or take other appropriate action in respect to Shop Drawings and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. ***(This task will be performed by the Engineer and reviewed/managed by PMC (GEC))***
d) *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
e) *Interpretation of Intent.* The Engineer shall provide interpretation and clarification of design intent throughout the construction of the project.

Exhibit B(* = Task anticipated to be handled by HCRMA/GEC- except where identified in Attachment "D")

ATTACHMENT C
FEE SCHEDULE

[Provided by the Engineer]

ATTACHMENT "C"
MAXIMUM AMOUNT PAYABLE

NO.	TASK	PROJECTED HOURS	ENGINEERING FEE	% OF ESTIMATED CONSTR. COST $ 76,980,000
1	Develop 4 Lanes and Super Two Schematic, Drainage Studies and Utility Research	11,500	$ 1,150,000.00	1.5%
2	Final Design (Development of Plans and Specifications	42,339	$ 4,233,900.00	5.5%
3	Construction Administration (Shop Drawings)	3,849	$ 384,900.00	0.5%
	Totals	57,688	$ 5,768,800.00	7.5%

Assumptions:

1) Projected construction cost for TCC modified from US 281/Military Road to Anzalduas Road (Bryan Road): $139.96 Million

2) Projected limits changed from just east of McColl Road at approximately STA 986+00 east to Anzalduas Road (Bryan Road) with approximate construction cost of $76.98 Million

3) Average hourly rate = $100/Hour

4) Final scope of services, engineering fee and schedule will be determined in each approved work authorization as outlined in Article IV of the Main Contract.

ATTACHMENT C-1
FEE SCHEDULE

L & G Engineering

Transportation Consulting Engineers

Audited Overhead Rates Year End 2009

SH 365 / TCC - SEGMENT #1

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 11	Contract Rate FY 12	Contract Rate FY 13
Principal	$ -	$ -	$ -	$ -
Senior Project Manager	$ 72.00	$ 210.96	$ 217.29	$ 223.81
Senior Engineer	$ 60.00	$ 175.80	$ 181.07	$ 186.51
Project Engineer	$ 43.00	$ 125.99	$ 129.77	$ 133.66
Design Engineer	$ 38.00	$ 111.34	$ 114.68	$ 118.12
EIT	$ 26.00	$ 76.18	$ 78.47	$ 80.82
Senior Engineer Tech	$ 25.00	$ 73.25	$ 75.45	$ 77.71
Engineer Tech	$ 24.00	$ 70.32	$ 72.43	$ 74.60
CADD Operator	$ 21.00	$ 61.53	$ 63.38	$ 65.28
Biologist	$ 16.00	$ 46.88	$ 48.29	$ 49.73
Senior Environmental Scientist/Specialist	$ 43.00	$ 125.99	$ 129.77	$ 133.66
Environmental Secientist/ Specialist	$ 25.00	$ 73.25	$ 75.45	$ 77.71
Admin/Clerical	$ 18.00	$ 52.74	$ 54.32	$ 55.95

Audited Rate: 161.75%
Profit Rate: 12.00%

Contract Rates include labor, overhead, and profit.
Contract Rates to be used to derive lump sum totals.
All rates are negotiated rates and are not subject to change or adjustment.

Percent complete to be billed.

Other Direct Expenses:	Cost
Lodging	$85/night
Meals	$36/day
Mileage	$0.55/mile
Car Rental	$60.00/Day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

Rates Approved (JG) 3/30/2011
Revision No. 3

ATTACHMENT C-1
FEE SCHEDULE

SEGMENT #1 - SH365/TCC PROJECT

PRIME OR SUBPROVIDER NAME: J.E. Saenz & Associates, Inc.
Fee schedule December 2009 Audited Overhead Rates

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate FY 10	Contract Rate FY 11	Contract Rate FY 12
Principal	$ 72.11	$ 240.67	$ 247.89	$ 255.33
Project Manager PM	$ 57.69	$ 192.55	$ 198.32	$ 204.27
Senior Engineer (V Struct)		$ -	$ -	$ -
Project Engineer (V Civil)	$ 51.92	$ 173.29	$ 178.49	$ 183.84
ROW Specialist	$ 28.85	$ 96.29	$ 99.18	$ 102.15
Project Engineer (III,IV Civil)	$ 40.33	$ 134.61	$ 138.64	$ 142.80
Engineering Assistant 2	$ 31.73	$ 105.90	$ 109.08	$ 112.35
GIS Technician		$ -	$ -	$ -
CADD Operator	$ 24.50	$ 81.77	$ 84.22	$ 86.75
Environmental Scientist/Specialist		$ -	$ -	$ -
Project Inspector	$ 28.85	$ 96.29	$ 99.18	$ 102.15
Admin/Clerical	$ 17.30	$ 57.74	$ 59.47	$ 61.26

Audited Overhead Rate: 198.00%
Profit Rate: 12%

Contract Rates include labor, overhead, and profit.
Contract Rates to be used to derive lump sum totals.
All rates are negotiated rates and are not subject to change or adjustment.

Percent complete to be billed.

Other Direct Expenses:	Cost
Lodging	Allowable State Rate
Meals	Allowable State Rate
Mileage	Allowable State Rate
Car Rental	$60.00/Day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Color Plots	$4.00/sq ft.
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

ATTACHMENT C-1
FEE SCHEDULE

SEGMENT #1 - SH365/TCC PROJECT

PRIME OR SUBPROVIDER NAME: **R. GUITIERREZ ENGINEERING CORPORATION**

Fee schedule December 2009 Audtied Overhead Rates

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate FY 11	Contract Rate FY 12	Contract Rate FY 13
Principal	$ 108.18	$ 294.42	$ 303.26	$ 312.35
Project Manager PM	$ 62.50	$ 170.10	$ 175.20	$ 180.46
Senior Engineer (V Struct)	$ -	$ -	$ -	$ -
Project Engineer (V Civil)	$ 50.49	$ 137.41	$ 141.54	$ 145.78
ROW Specialist	$ 28.85	$ 78.52	$ 80.87	$ 83.30
Project Engineer (III, IV Civil)	$ 40.87	$ 111.23	$ 114.57	$ 118.01
Engineering Assistant 2	$ 31.25	$ 85.05	$ 87.60	$ 90.23
GIS Technician	$ 26.45	$ 71.99	$ 74.15	$ 76.37
CADD Operator	$ 28.85	$ 78.52	$ 80.87	$ 83.30
Environmental Scientist/Specialist	$ -	$ -	$ -	$ -
Porject Inspector	$ 26.44	$ 71.96	$ 74.12	$ 76.34
Admin/Clerical	$ 21.64	$ 58.90	$ 60.66	$ 62.48

Audited Overhead Rate: 143.00%
Profit Rate: 12%

Contract Rates include labor, overhead, and profit.
Contract Rates to be used to derive lump sum totals.
All rates are negotiated rates and are not subject to change or adjustment.

Percent complete to be billed.

Other Direct Expenses:	Cost
Lodging	Allowable State Rate
Meals	Allowable State Rate
Mileage	Allowable State Rate
Car Rental	$60.00/Day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

ATTACHMENT C-1
FEE SCHEDULE

SH 365/TCC PROJECT

PRIME OR SUBPROVIDER NAME: JAVIER HINOJOSA ENGINEERING

Fee schedule December 2010 Audited Overhead Rates

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate FY 11	Contract Rate FY 12	Contract Rate FY 13
Principal	$ 90.00	$ 239.90	$ 247.10	$ 254.51
Project Manager PM	$ 65.00	$ 173.26	$ 178.46	$ 183.82
Senior Engineer (V Struct)		$ -	$ -	$ -
Project Engineer (V Civil)	$ 55.00	$ 146.61	$ 151.01	$ 155.54
ROW Specialist		$ -	$ -	$ -
Project Engineer (III,IV Civil)	$ 45.00	$ 119.95	$ 123.55	$ 127.26
Engineering Assistant 2	$ 35.00	$ 93.30	$ 96.09	$ 98.98
GIS Technician		$ -	$ -	$ -
CADD Operator	$ 30.00	$ 79.97	$ 82.37	$ 84.84
Environmental Scientist/Specialist		$ -	$ -	$ -
Project Inspector	$ 25.00	$ 66.64	$ 68.64	$ 70.70
Admin/Clerical	$ 15.00	$ 39.98	$ 41.18	$ 42.42

Audited Overhead Rate: 138.00%
Profit Rate: 12%

Contract Rates include labor, overhead, and profit.
Contract Rates to be used to derive lump sum totals.
All rates are negotiated rates and are not subject to change or adjustment.

Percent complete to be billed.

Other Direct Expenses:	Cost
Lodging	Allowable State Rate
Meals	Allowable State Rate
Mileage	Allowable State Rate
Car Rental	$60.00/Day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Color Plots	$4.00/sq ft.
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

Direct Labor	100.00%
Overhead Rate	138.00%
Direct Labor + Overhead	238.00%
Profit Rate	12.00%
	28.56
Multiplier	2.67

ATTACHMENT C-1
FEE SCHEDULE

SH365/TCC Project

PRIME OR SUBPROVIDER NAME: TEDSI INFRASTRUCTURE GROUP

Fee schedule December 2009 Audited Overhead Rates

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate FY 11	Contract Rate FY 12	Contract Rate FY 13
Principal	$ 79.00	$ 246.71	$ 254.11	$ 261.73
Project Manager PM	$ 63.00	$ 196.74	$ 202.64	$ 208.72
Senior Engineer (V Civil)	$ 61.00	$ 190.50	$ 196.21	$ 202.10
Project Engineer (V Civil)	$ 45.00	$ 140.53	$ 144.75	$ 149.09
Project Engineer (III,IV Civil)	$ 40.00	$ 124.92	$ 128.66	$ 132.52
Engineering in Training	$ 35.00	$ 109.30	$ 112.58	$ 115.96
Sr Engineering Technician	$ 30.00	$ 93.69	$ 96.50	$ 99.39
CADD Operator	$ 25.00	$ 78.07	$ 80.41	$ 82.83
Admin/Clerical	$ 20.00	$ 62.46	$ 64.33	$ 66.26

Audited Overhead Rate: 178.83%
Profit Rate: 12%

Contract Rates include labor, overhead, and profit.
Contract Rates to be used to derive lump sum totals.
All rates are negotiated rates and are not subject to change or adjustment.

Percent complete to be billed.

Other Direct Expenses:	Cost
Lodging	Allowable State Rate
Meals	Allowable State Rate
Mileage	Allowable State Rate
Car Rental	$60.00/Day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Color Plots	$4.00/sq ft.
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

ATTACHMENT C-1
FEE SCHEDULE

HIDALGO COUNTY RMA - SH365/TCC

PRIME OR SUBPROVIDER NAME: **Ergonomic Transportation Solutions Inc.**

Fee schedule December 2009 Audited Overhead Rates

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate FY 10	Contract Rate FY 11	Contract Rate FY 12
Principal	$ 50.40	$ 149.73	$ 154.23	$ 158.85
Project Manager PM	$ 50.40	$ 149.73	$ 154.23	$ 158.85
Senior Transportation Engineer	$ 35.55	$ 105.62	$ 108.78	$ 112.05
Transportation Engineer	$ 30.80	$ 91.50	$ 94.25	$ 97.08
CADD/Designer	$ 22.00	$ 65.36	$ 67.32	$ 69.34
Admin/Clerical	$ 18.00	$ 53.48	$ 55.08	$ 56.73

Audited Overhead Rate: 165.26%
Profit Rate: 12%

Contract Rates include labor, overhead, and profit.
Contract Rates to be used to derive lump sum totals.
All rates are negotiated rates and are not subject to change or adjustment.

Percent complete to be billed.

Other Direct Expenses:	Cost
Lodging	Allowable State Rate
Meals	Allowable State Rate
Mileage	Allowable State Rate
Car Rental	$60.00/Day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Color Plots	$4.00/sq ft.
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

ATTACHMENT C-1
FEE SCHEDULE

TRMI Fee Schedule

PRIME OR SUBPROVIDER NAME: TRMI System Integration
Fee schedule January 2011 Audited Overhead Rates

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate FY 11	Contract Rate FY 12	Contract Rate FY 13
Project Manager PM	$ 130.00	$ 288.29	$ 296.94	$ 305.84
Senior Engineer (System)	$ 102.00	$ 226.20	$ 232.98	$ 239.97
Project Engineer (System)	$ 102.00	$ 226.20	$ 232.98	$ 239.97
Project Engineer (System)	$ 102.00	$ 226.20	$ 232.98	$ 239.97
Engineering Assistant	$ 79.00	$ 175.19	$ 180.45	$ 185.86
CADD Operator	$ 59.00	$ 130.84	$ 134.76	$ 138.81
Project Inspector	$ 102.00	$ 226.20	$ 232.98	$ 239.97
Admin/Clerical	$ 40.00	$ 88.70	$ 91.37	$ 94.11

Audited Overhead Rate: 98%
Profit Rate: 12%

Contract Rates include labor, overhead, and profit.
Contract Rates to be used to derive lump sum totals.
All rates are negotiated rates and are not subject to change or adjustment.

Percent complete to be billed.

Other Direct Expenses:	Cost
Lodging	Allowable State Rate
Meals	Allowable State Rate
Mileage	Allowable State Rate
Car Rental	$60.00/Day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Color Plots	$4.00/sq ft.
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

ATTACHMENT C-1
FEE SCHEDULE

L&G Engineering Laboratory

L & G Engineering Laboratory
Geotechical • Construction Material Testing

Audited Overhead Rates Year End 2009

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 11	Contract Rate FY 12	Contract Rate FY 13
Principal	$ -	$ -	$ -	$ -
Senior Project Manager	$ 65.00	$ 238.55	$ 245.71	$ 253.08
Senior Geotechnical Engineer	$ 46.00	$ 168.82	$ 173.88	$ 179.10
Geotechnical Engineer	$ 37.00	$ 135.79	$ 139.86	$ 144.06
Design Engineer	$ 34.00	$ 124.78	$ 128.52	$ 132.38
EIT	$ 28.00	$ 102.76	$ 105.84	$ 109.02
Engineering Specialist	$ 32.00	$ 117.44	$ 120.96	$ 124.59
Junior Engineering Specialist	$ 28.00	$ 102.76	$ 105.84	$ 109.02
Engineering Tech	$ 23.00	$ 84.41	$ 86.94	$ 89.55
Junior Engineering Tech	$ 21.00	$ 77.07	$ 79.38	$ 81.76
CADD Operator	$ 19.00	$ 69.73	$ 71.82	$ 73.98
Concrete & Asphalt Technician	$ 15.00	$ 55.05	$ 56.70	$ 58.40
Soils & Aggregate Technician	$ 12.00	$ 44.04	$ 45.36	$ 46.72
Biologist	$ 16.00	$ 58.72	$ 60.48	$ 62.30
Senior Environmental Scientist/Specialist	$ 43.00	$ 157.81	$ 162.54	$ 167.42
Environmental Scientist/ Specialist	$ 25.00	$ 91.75	$ 94.50	$ 97.34
Admin/Clerical	$ 12.00	$ 44.04	$ 45.36	$ 46.72

Audited Rate: 228.08%
Profit Rate: 12%

Contract Rates include labor, overhead, and profit.
Contract Rates to be used to derive lump sum totals.
All rates are negotiated rates and are not subject to change or adjustment.

Percent complete to be billed.

Other Direct Expenses:	Cost
Lodging	$85/night
Meals	$36/day
Mileage	$0.55 / mile
Car Rental	$60.00/day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

JG Approved 3-30-2011
Revision 0

ATTACHMENT C-1

Audited Overhead Rates 2009

FEE SCHEDULE - 2011
CONSTRUCTION MATERIAL TESTING SERVICES

Soils Testing

Moisture Content Determination	ASTM D2216 - Tex-103-E	$8.50/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$45.00/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$45.00/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$65.00/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$60.00/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$60.00/Ea.
Lime Series Testing	Tex-112-E	$400.00Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$165.00/Ea.
Standard Proctor	ASTM D 698	$160.00/Ea.
Modified Proctor	ASTM D 1557	$165.00/Ea.
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	$25.00/Ea.
Determination of Soil pH	Tex-128-E	$70.00/Ea.
Soil-Lime Testing	Tex-121-E	$140.00/Ea.
Resistivity of Soils	Tex-129-E	$85.00/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	$65.00/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$65.00/Ea.
Sieve Analysis (Additional Sieves)	ASTM C 136 - Tex-200-F	$12.00/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$180.00/Ea.

Coarse and Fine Aggregate Quality Testing

Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	$40.00/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$75.00/Ea.
5 Cycle Magnesium Soundness	ASTM C88 - Tex-411-A	$500.00/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$60.00/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	*$15.00/Ea.
***(In Conjunction w/ SSD Unit Wt of Aggregates)**		
Sand Equivalent	ASTM D 2419 - Tex-203-F	$75.00/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$75.00/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$45.00/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	$15.00/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	$75.00/Ea.

Concrete and Masonry Field and Laboratory Testing

Slump Test	ASTM C 143 - Tex-415-A	**$ no charge***
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$25.00/Ea.
Air Content (Volumetric)	ASTM C 173	$35.00/Ea.
Casting of Concrete Cylinders	ASTM C 31	**$ no charge***
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$15.00/Ea.
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192	$10.00/Ea.
Casting of Grout Prisms	ASTM C 1019	**$ no charge***
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	$30.00/Ea.
Casting of Mortar Cubes	ASTM C 780	**$ no charge***
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	$30.00/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	$200.00/Set
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	$200.00/Set
***(In Conjunction w/ Field Inspection)**		

Pavement Thickness / Asphalt Quality

Rates Approved (JG)
Revision No. 0

Coring – ACP Thickness	ASTM D 3549	$55.00/Ea.
Pavement Thickness Determination (Full Depth)	ASTM	$55.00/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	$65.00/ Set of 2
Maximum Theoretical SPG (Rice Gravity)	Tex-227-F	$90.00/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$180.00/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV	$ 35.00/Ea.
Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-531-C	$ 75.00/Ea.

Pavement Investigation

Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis and Plasticity Index, Stabilized Subgrade Thickness and Plasticity Index

$400.00/Ea.

Engineering Review, Evaluation, Management & Administration

Test Report.....$18.00/Ea.

The specific hourly rate within each classification listed above depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses:

Mileage.....0.55 cents/mile

All other project specific, third-party costs will be charged at cost plus 15 percent.
Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

ATTACHMENT C-1

SCHEDULE OF FEES FOR GEOTECHNICAL SERVICES

Soil Classification Testing

Moisture Content Determination	$8.50 / Ea.
Determination of Liquid Limit of Soils	$45.00 / Ea.
Determination of Plastic Limit of Soils	$45.00 / Ea.
Atterberg Limits of Soils	$65.00 / Ea.
Bar Linear Shrinkage of Soils	$60.00 / Ea.
Sieve Analysis	
Through # 200 Sieve	$45.00 / Ea.
Finer #200 Sieve	$60.00 / Ea.
Unit Dry Weight	$35.00 / Ea.
Specific Gravity	$75.00 / Ea.

Strength / Volume Change Laboratory Testing

Unconfined Compression-Soil Shelby Tube Specimen	$50.00 / Ea.
Unconfined Compression-Rock Core Specimen	$55.00 / Ea.
Swell Test-Pressure Method	$285.00 / Ea.
Swell Test-Free Swell	$175.00 / Ea.
Consolidation Test	$475.00 / Ea.
Hydraulic Conductivity	$395.00 / Ea.

Geotechnical Field Services

Mobilization	$250.00 / Day
Stand-By Time	$175.00 / Hr.
Soil Boring / Solid Stem	$ 18.00 / Lf.
Soil Boring / Hollow Stem	$ 27.00 / Lf.
Soil Boring / Mud Rotary	$ 27.00 / Lf.
Support Truck	$ 2.00 / Mi.
Peizometer / Monitoring Well	By Quote

Expenses: Mileage.....55 cents/mile

Any project specific, third-party costs will be charged at cost plus 10 percent.
Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

ATTACHMENT D
WORK SCHEDULE

[Provided by the Engineer]

ATTACHMENT E
CERTIFICATE OF INSURANCE

ATTACHMENT E
CERTIFICATE OF INSURANCE

1. Insured Name: L&G Consulting Engineers, Inc.
2. Street Mailing Address: 2100 W. Expressway 83
3. City, State, Zip Code: Mercedes, Texas 78570
4. Phone Number: (956) 565-9813
5. Type of Insurance:

A. Workers' Compensation
Policy Number: TSF0001020300
Effective Date: 07/23/2011
Expiration Date: 07/23/2012
Limits of Liability: $1,000,000
Endorsed with a waiver of subrogation in favor of HCRMA.

B. Commercial General Liability
Policy Number: LHC730859
Effective Date: 07/23/2011
Expiration Date: 07/23/2012
Limits of Liability: $2,000,000
Endorsed with HCRMA as additional insured and endorsed with a waiver of subrogation in favor of HCRMA.

C. Professional Liability
Policy Number: LHC730859
Effective Date: 07/23/2011
Expiration Date: 07/23/2012
Limits of Liability: $1,000,000
Endorsed with HCRMA as additional insured and endorsed with a waiver of subrogation in favor of HCRMA.

1. Certification
   A. This Certificate of Insurance neither affirmatively or negatively amends, extends, nor alters the coverage afforded by the above insurance policies issued by the insurance company named below.
   B. Cancellation of the insurance policies shall not be made until 30 days after the undersigned agent or his/her company has sent written notice by certified mail to the Engineer and the HCRMA

This is to certify to the Cameron County Regional Mobility Authority that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

Insurance Company: Willis of Texas, Inc. Authorized Agent: Brian E. Lewis

Address: 1400 N. McColl Rd, Ste. 105 City: McAllen State: Texas Zip: 78502

Original Signature of Authorized Agent: Brian E. Lewis
Brian E Lewis

Date: October 26, 2011

ATTACHMENT F
WORK AUTHORIZATION FORM

ATTACHMENT F
WORK AUTHORIZATION

This work authorization is issued in accordance with the Professional Engineering Services Agreement, dated _____, by and between the Hidalgo County Regional Mobility Authority and _____.

Work Task:

_____

_____

_____

Cost: _____

Deliverables: _____

_____

_____

_____

_____

_____

Completion Date: _____

_____	_____
HCRMA Representative	ENGINEER
Signature: _____	Signature: _____
Date: _____	Date: _____

ATTACHMENT G
DBE CERTIFICATIONS

Texas Department of Transportation

THE STATE OF TEXAS

Texas Unified Certification Program
TUCP

Disadvantaged Business Enterprise Program

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

R. GUTIERREZ ENGINEERING CORPORATION (06212)

Issuance Date: January 3, 2007

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

Director, Business Opportunity Programs Office

Texas Department of Transportation

Texas Unified Certification Program
TUCP

Disadvantaged Business Enterprise Program

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

B2Z ENGINEERING, LLC (VN 23626)

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

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

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

ATTACHMENT H
CONFLICT OF INTEREST CERTIFICATE

ATTACHMENT H
CONFLICT OF INTEREST CERTIFICATE

Hidalgo County RMA
Regional Mobility Authority

On November 17, 2006, the Hidalgo County Regional Mobility Authority (the "HCRMA") adopted a conflict of interest policy for consultants (the "Policy"). Under this Policy, any individual, firm, or team (including individual team members) submitting a proposal to the HCRMA shall disclose the existence of any current or previous (defined as terminating within 12 months prior to the submission of the proposal) business relationship with any of the HCRMA's personnel or outside consultants (the "Key Personnel"). This disclosure shall include information on: (i) the nature of the relationship, (ii) the current status, and (iii) the date of termination (or expected termination if known) of the relationship. *Failure to make the disclosure required is grounds for rejection of the proposal and disqualification from further consideration for the project or work which is the subject of the proposal.*

Consultants are required to keep their disclosures current at all times. Key Personnel may change from time to time. A current list of Key Personnel is maintained on the HCRMA's website.

For the purposes of disclosing potential conflicts of interest as of October 26, 2011, Key Personnel of the HCRMA are as follows:

Dennis Burleson, Chairman of the Board
Michael Cano, Vice Chairman of the Board
Joe Daniel Olivarez, Secretary of the Board
Alonzo Cantu, Board Member
David Guerra, Board Member
Forrest Runnels, Board Member

Integ Inc. (Godfrey Garza)
First Southwest Company, Financial Advisor (Richard Ramirez, Troy Madres)
Tuggey Fernandez LLP, General Counsel (Blakely Fernandez)
Law Offices of Daniel Rios, General Counsel (Daniel Rios)

Questions may be directed to Tuggey Fernandez, Blakely Fernandez, at 210-538-9933.

ATTACHMENT H
CONFLICT OF INTEREST CERTIFICATE

HIDALGO COUNTY REGIONAL MOBLITY AUTHORITY
CONFIDENTIAL DISCLOSURE STATEMENT CERTIFICATE

This Disclosure Statement outlines potential conflicts of interest as a result of a previous or current business relationship between any person or firm identified by the Hidalgo County Regional Mobility Authority (the "HCRMA") as Key Personnel and the undersigned individual (and/or firm for which the individual works).

This Disclosure Statement is being submitted in compliance with the RMA's Conflict of Interest Policy. The undersigned acknowledges that approval of the proposed management plan is within the sole discretion of the HCRMA.

SECTION I. Description of potential conflicts of interest.

N/A

SECTION II. Management plan for dealing with potential conflicts of interest as disclosed in Section I.

N/A

SIGNED: _____ DATE: October 26, 2011

NAME AND TITLE: Jacinto Garza, P.E. CEO/President

REPRESENTING: L&G Consulting Engineers, Inc.

Addendum attached: ☐ Yes (number of pages: _____) ☒ No

APPROVED BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY:

SIGNED: _____ ***DATE:*** _____

ATTACHMENT I
DEBARMENT CERTIFICATE

ATTACHMENT I
DEBARMENT CERTIFICATE

Description of Services: For certain design services, including providing plans, specifications and construction estimates for that certain project from just west of FM 396 (Bryan Road) to east of McColl, at STA986+00 – approximately 6.17 miles_(the "Project").

(1) The Engineer certifies to the best of its knowledge and belief, that it and its principals:

a.__ Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency;

b.__ Have not within a three year period, preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c.__ Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in Paragraph (1)(b) of this certification; and,

d.__ Have not within a three year period within preceding this application/proposal had one or more public transactions* terminated for cause or default.

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

*Federal, State or Local

_____
Signature of Certifying Official

_____
Title

_____
Date

ATTACHMENT F
WORK AUTHORIZATION

This work authorization is issued in accordance with the Professional Engineering Services Agreement, dated March 28, 2012, **by and between the Hidalgo County Regional Mobility Authority and** L & G Engineering.

Work Task: Develop schematic (4-lane and update of Super Two); drainage studies and utility research for TCC modified more particularly described in Attachment B to this Work Authorization.

Cost: $998,837.67

Deliverables:

1) 4-lane schematic and approval by TxDOT
2) Updated Super Two schematic and approval by TxDOT
3) Overall Drainage Study including approval by HCDD No. 1 including outfalls
4) Pavement Design Report
5) Utility Maps
6) Any other deliverable required under the scope outlined in Attachment "B" to this W.A.

Completion Date: November 1, 2013

HCRMA Representative	**ENGINEER**
Signature: _____	**Signature:** _____
Date: _____	**Date:** _____

Exhibit A - Services to be Provided by HCRMA
Exhibit B - Detailed Scope of Services to be Provided by the Engineer
Exhibit B1 - Services to be Provided by the Geotechnical Consultant
Exhibit C - Projected Fee Estimate
Exhibit D - Work Schedule

WORK AUTHORIZATION NO. 1
EXHIBIT A
SERVICES TO BE PROVIDED BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)

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

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

PS&E P.S. & E. Development (Preliminary)

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

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

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

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

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

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

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

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

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

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

1. Timely review/approval of the Hydraulic Study.

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

MANAGEMENT (FC 164)

The **HCRMA** will provide the following:

1. Attend/participate in progress meetings as required.
2. Timely review of submittals as required.

WORK AUTHORIZATION NO. 1

ATTACHMENT "B"
DETAILED SCOPE OF SERVICES

APPLICABILITY:

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

ABBREVIATIONS:

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

PROJECT DESCRIPTION

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

County/HCRMA: Hidalgo County

CSJ number: 3627-01-001 (currently assigned from FM 1016 to FM 3072)

Project/Description: ~~PS&E Design for SH365 – From FM 396 (Bryan Road) to Sta.986+0~~ Perform preliminary engineering including development of schematics, drainage studies, geotechnical services, utilities, and development of plans, specifications, and estimates (PS&E) and review of shop drawings for the TCC modified FM 365 from just west of FM 396 (Bryan Road) to east of McColl Road at approximate STA 986+00

Length: ~~5.74~~ 6.17 Miles

Highway: SH365- Trade Corridor Connector (TCC) (Segment #1)

Limits: (See Location Map Attached)
From just west of FM 396 (Bryan Road) to STA 986+00

Existing Facility: New Location

Proposed Facility: 2-lane divided controlled access toll facility w/ passing lanes & a 4-lane divided controlled access toll facility

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

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

ROUTE AND DESIGN STUDIES
(Task 110)

Services Provided By: Engineer	HCRMA		
YES	NO	1.	Route Location Studies (From FM396/Bryan Rd. to Ware Rd. & McColl Rd. Underpass)
~~NO~~	~~YES~~	~~2.~~	~~Level of Service Analysis~~
~~NO~~	~~YES~~	~~3.~~	~~Traffic Evaluations and Projections~~
YES	YES	4.	Develop Roadway Design Criteria in accordance with Pass-Through Agreement. a. Prepare design summary report (DSR). b. Attend Design Concept Conference. (Conducted by HCRMA PM)
YES	YES	5.	Preliminary Cost Estimates
YES	YES	6.	Value Engineering Study The Engineer shall participate in one Value Engineering Study (VE Study) for the project. The VE study shall incorporate several lead disciplines along with the VE moderator (HCRMA PM) to participate in a week long study. The study shall consist of the Investigation Phase, Creative Phase, Evaluation Phase, Development Phase and the Presentation Phase. The Engineer shall document the complete study in a final Value Engineering Report. Representation from TxDOT and the HCRMA Board (Board Members and PM) shall be in attendance.
YES	NO	7.	Design Schematic (Update 2-lane w/ Passing Lanes & a 4-Lane Divided)
YES	NO	8.	Preliminary Right-of-Way Requirements (Ultimate 6-Lane Roadway Section)
YES	NO	9.	Soil Core Hole Drilling
YES	NO		a. Pavement
~~YES~~	~~NO~~		~~b. Retaining Walls~~
~~YES~~	~~NO~~		~~c. Miscellaneous Structures~~
~~YES~~	~~NO~~		~~d. Bridges~~
~~YES~~	~~NO~~		~~e. Levees~~
YES	NO	10.	Obtain existing facility information. Coordinate and meet with following entities to obtain preliminary design information: HCRMA PM, TxDOT, Cities, County, ~~Railroad~~, HCDD#1, Irrigation Districts, and Utility Companies.
YES	NO	11.	Schematic Layout(s) (Update 2-Lane Facility w/ Passing Lanes & a 4-Lane Facility) a. Layout shall include the location of interchanges, main lanes, grade separations, frontage roads and ramps. b. Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking. c. For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown. All signing shall be in conformance with the Texas MUTCD.

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

e. Layout shall include the geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, bridges, and cross roads.

f. Indicate the current and projected traffic volumes as provided by the HCRMA (20 year traffic projection, unless otherwise determined by the District Engineer).

g. The control of access lines shall be shown on the proposed schematic.

h. Direction of traffic flow on all roadways.

i. Layout shall include the geometric of speed change (acceleration, deceleration, climbing) lanes.

j. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above and in the TxDOT's checklist for schematic layout.

k. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing.

12. Agreements and Permits

~~YES NO a. Compensable Utility Agreements and exhibits for Utility Agreements~~
~~YES NO b. Railroad Agreements~~
~~c. Railroad Exhibits~~
~~N/A N/A (1) Railroad Underpasses~~
~~YES NO (2) Railroad Overpasses (SH365/TCC Overpasses at RR)~~
~~N/A N/A (3) Railroad Grade Crossing (Re-planking)~~
~~N/A N/A (4) Railroad Grade Crossing Warning Systems (Signals)~~
~~N/A N/A (5) Other Miscellaneous Sketches for Railroads~~
~~YES NO d. Traffic Signal Agreements (Pending warrant analysis) and required exhibits.~~
~~YES NO e. IBWC License Agreement~~
~~Due to the associated impacts of the floodway levee the Engineer shall be responsible for the preparation/packaging of all documents necessary for submission to the USIBWC for the license agreement.~~
~~The license agreement package should include:~~
~~1) The hydraulic model, with proposed floodway impacts due to the proposed bridge structure provided by the engineer~~
~~2) THC Concurrence letter from HCRMA~~
~~3) USFW Concurrence letter from HCRMA~~
~~4) US Army Corp of Engineers concurrence letter from HCRMA~~
~~5) Scour Analysis provided by the engineer~~

YES NO f. Required Coordination with PMC to provide HCMPO updates on the following:
   1) Provide all project information to PMC and/or HCMPO for updating the MTP and TIP.
   2) Provide all project information to the PMC for updating the environmental document.

~~YES NO g. Exhibit for airway/highway clearance permits for FAA~~

~~YES NO h. USACE exhibits and permits for structures that impact waters of the US and wetlands.~~

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

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

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

Services Provided By: Engineer	HCRMA	
		1. Right-of-Way Map
YES	YES	a. ROW Map submitted by the Surveyor to the HCRMA shall be reviewed by the Engineer on the following items: 1. Correctness of alignment and geometry 2. Correctness of control of access lines as depicted on schematic 3. Coordinate the final centerline alignment adjustment to finalize the ROW map.
~~YES~~	~~NO~~	~~b. Full compliance with ROW Map requirements as specified in TxDOT ROW Manuals.~~
YES	NO	2. Utility Adjustments (All utilities are Compensable – 100% for Non-Permitted and 50% for Permitted) a. The Engineer shall prepare an initial coordination letter and a project layout which will be distributed to various utility companies to determine which utilities are in the limits of the project. b. The Engineer shall attend a Utility Kick-Off meeting with TxDOT, HCRMA and the utility companies. c. The Engineer shall prepare a Utility Conflict Tracking Matrix table. d. Upon completion of the preliminary drainage plans and Utility & Drainage (U&D) sheets and Irrigation sheets, the Engineer shall distribute these sheets to the various utility companies and request identification of their lines within the project limits. e. The Engineer will coordinate with the Surveyor and the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas. ~~f. The Engineer shall coordinate and approve an adjustment plan and preliminary estimates for all utilities impacting the proposed project construction.~~ ~~g. The Engineer will be responsible for preparing any and all compensable utility agreements, in compliance with TxDOT requirements, and preparation of the final adjustment letters.~~ ~~h. A due diligence package will be provided for the HCRMA for their use in processing reimbursements to utility companies.~~ ~~i. Before a construction contract for the project is let, the Engineer shall provide a utility certification for the HCRMA's signature to TxDOT that all utilities have been adjusted.~~
~~YES~~	~~NO~~	~~3. Design of Compensable Utilities~~ ~~a. Irrigation Structures~~ ~~1) Parallel~~ ~~2) Perpendicular Crossings / Siphons~~ ~~3) Irrigation Canals~~
~~N/A~~	~~NO~~	~~b. Various Pipelines~~

FIELD SURVEYING
(Task 150)

Services Provided By: Engineer	HCRMA		
		1.	Field Survey
YES	NO	a.	Coordinate with PMC and/or Surveyor to obtain DTM data on voids and missing areas
YES	NO	b.	Coordinate with PMC and/or Surveyor to obtain outfall design surveys
YES	NO	c.	Coordinate with PMC and/or Surveyor to obtain utility company field ties
YES	NO	d.	Coordinate with PM and/or Surveyor to provide final alignment for the preparation of the ROW Map
YES	NO	e.	Coordination with PMC and/or Surveyor to tie down geotechnical borings
YES	NO	f.	Coordination with PMC and/or Surveyor to stake centerline of proposed mainlanes

ROADWAY DESIGN
(Task 160)

Services
Provided By:
Engineer HCRMA

~~1. Geometric Design~~

~~YES NO a. Horizontal and Vertical Alignment~~

~~YES NO b. Geometric Layout for Plan and Profile Sheets~~

~~(1) Layout shall include the location of interchanges, main lanes, grade separations, frontage roads and ramps.~~

~~(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.~~

~~(3) Layout shall include the geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, bridges, and cross roads.~~

~~(4) Direction of traffic flow on all roadways.~~

~~(5) Layout shall include the geometric of speed change (acceleration, deceleration, climbing) lanes.~~

~~YES NO 2. General Guidelines for Project Development~~

~~a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. Copies of the four-lane freeway schematic layout shall be submitted through the TxDOT Pharr District office to the Design Division for approval and subsequent coordination with the FHWA. No geometric design is to be performed until the HCRMA and TxDOT have given the engineer written approval of the preliminary schematic layout.~~

~~b. All geometric design shall be in conformance with the latest version of the TxDOT's Standard Specification for Construction and Maintenance of Highways, Streets, and Bridges, and the Special Specification and Special Provisions related thereto, and shall conform to the latest edition and revisions of the State's Roadway Design Manual, except where variances are permitted in writing by the HCRMA and TxDOT.~~

~~c. Handling of traffic during construction shall be a consideration in the development of preliminary designs.~~

~~d. The engineer shall furnish a final cross section plot for the project, which is of utmost importance since it is the basis for contractor payments and construction staking.~~

~~YES NO 3. Grading Design~~

~~a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.~~

~~b. Typical Sections~~

~~c. Design Cross Sections for roadways and outfalls.~~

~~d. Determine Cut and Fill Quantities for roadways and outfalls~~

4. Pavement Design (Limits: Entire SH365 Project Length)

YES NO a. Prior to initiating detailed plan preparations for a project, an investigation shall be made to design the proposed pavement structure. TxDOT's computer program "The Flexible Pavement Design System (FPS) will be utilized for this purpose. Options will be provided, including lesser pavement design for shoulders.

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

DRAINAGE
(Task 161)

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

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

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION
(Task 162)

Services Provided By: Engineer	HCRMA	
YES	NO	1. Preliminary Signing and Pavement Markings (Conducted at the Schematic Level) The schematic layout in addition to the roadway related features will show:

a. The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
b. The projected traffic volumes as provided by the HCRMA (20 year traffic projection)
c. Proposed ROW lines
d. Arrows with direction of traffic flow on all roadways
e. Location of Large Ground Mounted Signs and their message
f. Location of Large Bridge Mounted Signs and their message
g. Location of Trailblazer Signs (type D) and their message

~~YES NO 2. Signing and Pavement Markings Layouts (Conducted at the PS&E Level & Individual Sheets for Signing and Pavement Markings are Anticipated to be Required)~~

~~YES NO a. Boring Logs needed for design of sign foundations~~

~~YES NO b. General Requirements~~

- ~~Prepare General Notes for Signing and Pavement Markings~~
- ~~Prepare governing specifications and provisions~~
- ~~Prepare Cost Estimate~~
- ~~Select TxDOT standard sheets~~

~~c. Signing and Pavement Markings Layouts (1"=100' scale)~~

- ~~Legend with symbols~~
- ~~Center line with station numbering~~
- ~~ROW lines~~
- ~~Culverts and other structures that present a hazard to traffic~~
- ~~Location of utilities, if not shown on plan and profile~~
- ~~Existing signs to remain, to be removed, to be relocated~~
- ~~Proposed small signs (illustrated and numbered)~~
- ~~Proposed Large ground mounted signs indicating location by plan layout~~
- ~~Proposed large overhead mounted signs indicating location by plan layout~~
- ~~Proposed pavement markings (illustrated and quantified)~~
- ~~Quantities of existing pavement markings to be removed~~
- ~~Proposed delineators and object markers~~
- ~~Quantities table with each pavement marking type quantified~~

~~YES NO d. Summary of Small Signs Tabulation Sheets~~

~~YES NO e. Summary of Large Signs Tabulation Sheets (includes all Guide Signs)~~

~~YES NO f. Sign Panel Detail Sheets~~

- ~~All signs not covered by the Texas MUTCD~~
- ~~Design details for large guide signs~~
- ~~Dimensions of letters, shields, borders, corner radii etc.~~
- ~~Designation of shields attached to guide signs~~
- ~~Designation of arrow used on exit direction signs~~

~~Services~~
~~Provided By:~~
~~Engineer~~ ~~HCRMA~~

~~YES~~ ~~NO~~ ~~g. Proposed Overhead Sign Bridge Design (O.S.B.). Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures. Proposed O.S.B. elevation Sheets will show at a minimum the following: (Note: No walkways or sign lights will be used, since all sign panels will have high intensity reflective sheeting)~~

- ~~Span length~~
- ~~Tower Height~~
- ~~Drill Shaft size and top elevation~~
- ~~Soil strength used for design {indicate basis and boring(s) used}~~
- ~~Reference appropriate O.S.B. standard~~
- ~~Center line of truss elevation~~
- ~~Bottom of base plate elevation~~
- ~~Leg spacing~~
- ~~Design wind speed~~

~~3. Conduct Traffic Signal Warrant Studies (Conducted at the Schematic Level)~~

~~YES~~ ~~NO~~ ~~a. Location Map: Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators~~
~~YES~~ ~~NO~~ ~~b. Photographs in the vicinity of the signal under consideration~~
~~NO~~ ~~YES~~ ~~c. Accident data for the past four years at the proposed interchange locations~~
~~d. Vehicle volumes~~
~~YES~~ ~~NO~~ ~~Existing~~
~~NO~~ ~~YES~~ ~~Estimated~~
~~NO~~ ~~YES~~ ~~Projected~~
~~NO~~ ~~NO~~ ~~Pedestrian~~
~~YES~~ ~~NO~~ ~~e. Warrant Analysis and Assessment~~
~~YES~~ ~~NO~~ ~~f. Recommendations~~

~~YES~~ ~~NO~~ ~~4. Traffic Signal Design (Conducted at the PS&E Level)~~

~~a. General Requirements~~

- ~~Contact Local Utility Company, conduct joint field investigation, determine service drop locations, determine need for adjustment of overhead utility lines~~
- ~~Prepare General Notes for Traffic signal installation~~
- ~~Prepare governing specifications and provisions~~
- ~~Prepare Cost Estimate for Traffic signal installation~~
- ~~Select TxDOT standard sheets~~

~~b. Basis of estimate sheet (list of materials)~~
~~c. General notes sheet~~
~~d. Condition diagram~~

- ~~Existing intersection design features~~
- ~~Adjacent Roadside development~~
- ~~Existing traffic control including illumination~~

~~e. Proposed Signal Plan Layouts~~

- ~~Existing traffic control devices that will remain (signs and markings)~~
- ~~Existing utilities~~
- ~~Proposed highway improvements~~

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

~~f. Signal Phasing and Timing~~

- ~~Phase sequence diagram~~
- ~~Interval timing, cycle length and offsets~~

~~g. Electrical Schedule Table~~

- ~~Wire and conduit sizes by cable run~~
- ~~Quantities by cable run~~
- ~~Loop detector cables~~
- ~~Signal cables~~
- ~~Pedestrian cables~~
- ~~Safety lighting cables~~

~~h. TxDOT Standard Sheets~~

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

MISCELLANEOUS (ROADWAY)
(Task 163)

Services
Provided By:
Engineer HCRMA

~~YES NO 1. Preliminary Roadway Illumination Requirements (Conducted at the schematic level)~~
~~a. Determine Safety Lighting Requirements:~~
~~(1) At Entrance Ramps (merging areas)~~
~~(2) At Exit Ramps (diverging areas)~~
~~(3) At Overpasses (Underpass Lighting)~~
~~(4) At Critical Locations where safety is an issue~~
~~b. Calculate Preliminary Quantities and Cost Estimate for Roadway Illumination~~

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

~~3. Retaining Walls~~
~~a. Structural Details~~
~~NO NO (1) Cast-in-Place Cantilever.~~
~~NO NO (2) Tieback Retaining Wall.~~
~~NO NO (3) Specialized Retaining Wall.~~

~~Services~~
~~Provided By:~~
~~Engineer HCRMA~~

~~b. Alternate Patented Retaining Walls at all locations. (Layouts Only)~~
~~YES NO (1) Mechanically Stabilized Earth~~
~~NO NO (2) Concrete Block Wall Systems~~

~~YES NO c. Retaining Wall Layout (PLAN)~~
~~(1) Designation of reference line~~
~~(2) Beginning and ending retaining wall stations~~
~~(3) Station of each retaining wall joint (if necessary based on wall type)~~
~~(4) Offset from reference line~~
~~(5) Horizontal curve data~~
~~(6) Number of retaining wall panels and lengths (if necessary based on wall type)~~
~~(7) Total length of wall~~
~~(8) Indicate face of wall~~
~~(9) All wall dimensions and alignment relations (alignment data as necessary)~~
~~(10) Soil core hole locations~~
~~YES NO d. Retaining Wall Layout (ELEVATION)~~
~~(1) Top of wall elevations at each joint or intervals~~
~~(2) Existing and finished ground line elevations~~
~~(3) Height of stem at each joint (if necessary based on wall type)~~
~~(4) Wall panel designations (if necessary based on wall type)~~
~~(5) Top of footing elevations (if necessary based on wall type)~~
~~(6) Limits of measurement for payment~~
~~(7) Type, limits and anchorage details of railing (If applicable)~~
~~(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.~~
~~YES NO e. Foundation Studies. The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments.~~
~~YES NO f. Slope Stability Analysis.~~
~~YES NO g. Embankment Foundation Stability Analysis~~
~~YES NO h. Embankment Settlement Analysis~~
~~YES NO i. Estimate~~
~~YES NO j. Summary of Quantities~~
~~YES NO k. Typical cross section.~~
~~YES NO l. General Guidelines for Retaining Walls~~
~~(1) The engineer shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation.~~
~~(2) The ground water level should be observed at the water strike.~~
~~(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.~~

YES NO 4. Traffic Control Plan, Detours and Sequence of Construction

Traffic Control Plans (TCP) are required for all projects. A preliminary TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:

~~a. General Notes indicating the requirement and sequence of construction phasing.~~
b. The sequence of construction and method of handling traffic during each phase.

Services
Provided By:
Engineer HCRMA

~~c. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.~~

~~d. The proposed traffic control devices (stop signs, signals, flagging, etc.) at grade intersections during each construction sequence.~~

~~e. Where detours are provided, a plan view and typical sections shall be shown.~~

~~5. Miscellaneous Drafting/Standards~~

~~YES NO a. Erosion Control~~

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

~~YES NO 6. Compute and Tabulate Quantities~~

~~YES NO 7. Specifications, Special Provisions, Special Specifications~~

~~a. Use the TxDOT standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the TxDOT's format and, to the extent possible, incorporate references to approved State test procedures.~~

~~YES YES 8. Tolling Infrastructure~~

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

BRIDGE DESIGN
(Task 170)

Services Provided By: Engineer	HCRMA		NUMBER REQUIRED
		~~1. Preparation of Structural Details~~	
		~~a. New Structure(s)~~	
~~NO~~	~~NO~~	~~(1) Underpass(es)~~	
~~YES~~	~~NO~~	~~(2) Overpasses (FM1016, GSA Conn, FM 494, SP115)~~	~~4~~
~~N/A~~	~~N/A~~	~~(3) Main Lanes~~	
~~N/A~~	~~NA~~	~~(4) Direct Connector(s)~~	
~~YES~~	~~NO~~	~~(5) Ramp Bridge(s) (Ware Rd exit, SP115 exit/entr)~~	~~3~~
~~YES~~	~~NO~~	~~(6) Waterway Structure(s) (Floodway)~~	~~1~~
~~N/A~~	~~N/A~~	~~(7) Pedestrian Structure(s)~~	
~~N/A~~	~~N/A~~	~~(8) Utility Structure(s)~~	
~~N/A~~	~~N/A~~	~~(9) Railroad Underpass(es)~~	
~~YES~~	~~NO~~	~~(10) Railroad Overpass(es) (FM 1016/UP, UP)~~	~~2~~
~~N/A~~	~~N/A~~	~~(11) Bridge Classification Culvert(s)**~~	
~~N/A~~	~~N/A~~	~~(12) Alternate Structural Designs~~	
~~N/A~~	~~N/A~~	~~(13) Alternate Foundation Design~~	
		~~Total New Structures =~~	~~10~~
		~~b. Existing Structure(s)~~	
~~NO~~	~~NO~~	~~(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)~~	
~~NO~~	~~NO~~	~~(2) Bridge Replacement~~	
~~NO~~	~~NO~~	~~(3) Raising Bridge Elevation~~	
~~NO~~	~~NO~~	~~(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)~~	
~~N/A~~	~~N/A~~	~~(5) Railroad Overpass(es)~~	
~~N/A~~	~~N/A~~	~~(6) Railroad Underpass(es)~~	
		~~Total Existing Structures =~~	~~0~~

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

Services
Provided By:
Engineer HCRMA

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

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

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

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

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

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

~~YES NO 8. General Guidelines for Bridge Design~~

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

PROJECT MANAGEMENT
(Task 164)

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

CONSTRUCTION MANAGEMENT
(Task 320)

Services
Provided By:
Engineer HCRMA

~~NO* YES 1. Construction Bidding Assistance~~

~~After acceptance by HCRMA of the Bidding Documents and upon written authorization by HCRMA to proceed, Engineer shall:~~

~~a) Assist HCRMA in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued,~~

~~i. Attend pre-Bid conferences (This task will be the responsibility of the Engineer)~~

~~b) Develop Addenda for HCRMA as appropriate to clarify, correct, or change the Bidding Documents. ***(This task will be performed by the Engineer)***~~

~~c) Provide Project design information or assistance needed by HCRMA in the course of the bid submittal with prospective contractors.***(This task will be performed by the Engineer)***~~

~~d) Advise the HCRMA as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.~~

~~e) Attend the Bid opening, prepare Bid tabulation sheets, and assist HCRMA in evaluating Bids and recommend award of contract.~~

Exhibit B~~NO* YES 2. Services during Construction~~

~~Upon successful completion of the Bidding, and upon concurrence from HCRMA, Engineer shall:~~

~~a) *Pre-Construction Conference.* Participate in a Pre-Construction Conference (if required) prior to commencement of Work at the Site. ***(This task will be performed by the Engineer)***~~

~~b) *Change Orders.* Provide related services such as: Preparing Engineering drawings required for change orders correcting errors and omissions on the plans.~~

~~c) *Review and approval of Shop Drawings.* Review and approve or take other appropriate action in respect to Shop Drawings and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. ***(This task will be performed by the Engineer)***~~

~~d) *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.~~

~~e) *Interpretation of Intent.* The Engineer shall provide interpretation and clarification of design intent throughout the construction of the project.~~

Exhibit B~~(* = Task anticipated to be handled by HCRMA/PM- except where identified in Attachment "D")~~

ATTACHMENT "B-1"

Services to be Provided by the Geotechnical Consultant

GENERAL SCOPE OF WORK

The work to be performed by the **Consultant** under this work authorization shall consist of; Geotechnical Drilling, Geotechnical Laboratory Testing and Geotechnical Engineering Services for pavement design only for the Trade Corridor Connector (TCC) project from just west of FM396 to US281 (Military Rd.) known as the **Project.** This report will include the tasks listed in detail below.

The **Consultant** shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Work Authorization, except as otherwise specified to be provided by the **Engineer**.

The **Consultant** will develop/submit a work schedule that identifies milestone activities and/or deliverables, and that is conformable to the schedule outlined in **ATTACHMENT "C"**.

Specific activities to be performed by the **Consultant** include the following:

I. Geotechnical Drilling and Miscellaneous Field Services

The **Consultant** will coordinate with the **Engineer** for verification of project vicinity map indicating general boring site locations.

The **Consultant** will provide drilling/excavation and sampling of subsurface materials as follows in accordance with this Work Authorization:

- Pavement Borings (Existing Subgrade)
  - Thirty-five (35) Borings will be drilled (Borings will be advanced to a depth of approximately 10 feet below the existing top of natural ground)

- Existing Pavement Section (Salvaged Base and ACP) Extraction Locations
  - Eight (8) Locations will be extracted for testing of the salvaged base and asphalt concrete testing for potential usage as flexible base and recycled asphalt pavement (RAP) (Excavations will be advanced to a depth of approximately the bottom of the existing flexible base layer)

The **Consultant** will stake the boring locations and provide utility clearances prior to performing the field exploration portion of the project. The **Engineer** will be responsible to provide any necessary permits or authorization to egress areas (right of entry) where borings are to be drilled. All borings will be located in the field by a representative of the **Consultant**. All boring locations will be documented with GPS coordinates.

The borings will be advanced to the depth noted above and the in-situ soil testing will be performed in accordance with ASTM and TxDOT Standard Test Procedures (Tex-132-E – Texas

Cone Penetration) and in general accordance with the TxDOT Geotechnical Manual. The soils will be sampled as needed to verify subsurface materials and strata changes. Final drilling depths and elevations will be based on topographic conditions at the time of drilling operations.

All samples will be removed from the sample apparatus during drilling operations. The **Consultant** will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to the laboratory testing facility.

Following completion of drilling and sampling, all boreholes will be backfilled with soil cuttings from the completed borings. If there are insufficient soil cuttings available, clean sand will be used to backfill the completed boreholes.

This proposal does not include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to regrade the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required;
- Encountering hazardous or contaminated soils or substances during our field activities.

The **Consultant** will notify the **Engineer** should these services become necessary to complete field exploration activities, and if approved by the **Engineer**, additional negotiated fee and scope will be incorporated through a Supplemental Work Authorization.

II. Geotechnical Laboratory Testing Services

Geotechnical Laboratory Testing will be performed on the samples recovered during the field study to evaluate their physical and engineering properties. Testing shall include several of the following test procedures:

(1) Atterberg Limits (ASTM D4318 or Tex-104-E, 105-E, 106-E)
This procedure will be used to aid in the classifying of the soil and to provide information on the potential vertical rise and contraction of the soil. Test data furnished will include Liquid Limit, Plasticity Index, and Linear Shrinkage test results.

(2) Gradation (-200) (ASTM D1140 or Tex-111-E)
This procedure will be used to aid in the classifying of the soil. A No. 200 sieve will be used to distinguish fine grained material as well as for cohesive soils.

(3) Lab. Determination of Moisture in Soils (ASTM D2216 or Tex-103-E)
This procedure will aid in determining the in-situ moisture of the soil to be able to evaluate the potential vertical rise and contraction of the soil.

(4) Sulfate Content of Soil (ASTM C1580 or Tex-145-E)

This procedure will identify the soluble sulfate content of soil by using the turbidimetric techniques. The results of this procedure will be utilized to determine whether or not the subgrade material can be lime treated for stabilization or if other methods of stabilization will need to be proposed. The presence of extreme amounts of soluble sulfates will exclude lime treatment as a stabilization option.

(5) Lime Series Testing (Tex-121-E)
This procedure involves establishing a relationship between plasticity of soils, percentage lime and pH through the addition of hydrated lime at predetermined proportions. Results of this test will determine the required percent lime treatment for roadway subgrade.

(6) Triaxial Testing (Salvage Base) (Tex-117-E)
This procedure determines the shearing resistance, water absorption, and expansion of soils and/ or soil-aggregate mixtures. Shearing resistance values will be used to determine the salvage base criteria for the existing material.

(7) Gradation/Asphalt Content of ACP (Tex-200-F/Tex-236-F)
This test method is used to determine the particle size distribution of aggregate samples using standard U.S. sieves with square openings (Tex-200-F). The asphalt content will also be provided by Ignition Method (Tex-236-F).

III. Geotechnical Engineering Services

The **Consultant** will utilize information gathered from the field and laboratory testing to provide the **Engineer** with Geotechnical Engineering results and analyses for the **Project**. The findings and conclusions derived from the results and analyses will be presented in a written engineering report and provided to the **Engineer** (three (3) copies). The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples at the boring locations and subsurface water conditions encountered. The report will provide analyses and/or engineering recommendations as follows:

- Recommendations for Proposed Pavement and Lime Stabilization of Subgrade
- Recommendations for Salvaged Base (Flexible Base and ACP)

The report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

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SH365/TCC - Segment #1
EXHIBIT "C"
Projected Fee Estimate for
Work Authorization #1

HIDALGO COUNTY RMA

Func Code		Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Engineer Technician	Engineer Technician	CADD Operator	Admin./ Clerical	TOTAL HOURS
	SPECIAL SERVICES									
110	**TASK 1 - VALUE ENGINEERING PARTICIPATION**									
	Development of project drivers, constraints, decisions and commitments	10	10	10						30
	Development of functional areas, brain-storming of ideas to be considered	10	10	10						30
	Development of advantages and disavantages for each functional area	10	10	10						30
	Presentation of findings and development of report	10	10	10						30
	TASK 1 - SUBTOTAL (L&G)	**40**	**40**	**40**						**120**
110	**TASK 2 - 2 SCHEMATICS (2 Lane Super 2 & 4-LANE FACILITY)**									
	(Both Schematics Include New Location Align. from Ware Rd. to FM396 and Mod. at McColl U/P)									
	Subtask 2.1 - Super 2 Schematic w/ Passing Lanes									
	Coordinate and obtain TxDOT concurrence on 2-lane divided w/ passing lanes	4	3							7
	Modify vertical and horizontal alignments of ML, ramps, frontage roads	4	8	22	20	35		24		113
	Modify roadway templates to indicate 2-lane divided facilty w/ passing lanes	4	8	22	20	35		24		113
	Modify proposed large guide signs to accommodate proposed facility	4	8	22	20	35		24		113
	Implement TxDOT comments and submit finilized schematic	4	3	14	11	24		20		76
	Subtask 2.2 - 4 Lane Divided Schematic									
	Coordinate and obtain TxDOT concurrence on 4-lane divided (grassy median vs median CTB)	12	4							16
	Modify vertical and horizontal alignments of ML, ramps, frontage roads	12	36	152	140	245		186		771
	Modify roadway templates to indicate 4-lane divided facilty	12	36	152	140	245		186		771
	Modify proposed large guide signs to accommodate proposed facility	12	36	152	140	245		186		771
	Implement TxDOT comments and submit finilized schematic	12	4	94	75	184		140		509
	TASK 2 - SUBTOTAL (L&G)	**80**	**146**	**630**	**566**	**1048**	**0**	**790**	**0**	**3260**
120	**TASK 3 - PUBLIC INVOLVEMENT SUPPORT**									
	Support PM in conducting stakeholders outreach mtgs and prepare summaries (mtg minutes)	12			40	12				64
	Prepare exhibits for PM presentation during Public Meeting/Hearing	8			12		10			30
	Assist PM to respond to technical questions received	4			16		14			34
	TASK 3 - SUBTOTAL (L&G)	**24**	**0**	**0**	**68**	**12**	**24**	**0**	**0**	**128**
130	**TASK 4 - RIGHT-OF-WAY (ROW) COORDINATION**									
	Coordinate with PM on preparation of ROW map	12			60	25			6	103
	Review ROW map for correctness of alignment, geometry and control-of-access lines for PM	12			60	15			6	93
	TASK 4 - SUBTOTAL (L&G)	**24**	**0**	**0**	**120**	**40**	**0**	**0**	**12**	**196**
160	**TASK 5 - PAVEMENT DESIGN (Entire SH365/TCC Project Limits)**									
	Evaluate Input parameters for FPS (FWD, Traffic information, etc.)	4	4		16		16			40
	Design Pavement Structure with FPS software	4	8		16					28
	Analyze data and recommend proposed design for Main Lanes, FR and Ramps	4	4		24					32
	Develop and prepare Flexible Pavement Design Report and distribute copies		16	24			8		8	56
	Review geotech tests for subgrade (sulfates, PI), salvage base (triaxial), RAP (extraction)	6	8		16		16			46
	Meetings and coordination efforts	8	16						4	28
	TASK 5 - SUBTOTAL (L&G)	**26**	**56**	**24**	**72**	**0**	**40**	**0**	**12**	**230**
MISC	**TASK 6 - SPECIAL COORDINATION AND TASKS**									
	Subtask 6.1 - Special Coordination and Meetings									
	Coordination with PM to provide bore-hole information and stake ROW and centerline		24	24	8					56
	Coordination meetings with PM (HCRMA, FHWA, State Officials, Local Goverments)	8	8							16
	Coordination meetings with PM, Affected Property owners, and other consuting firms	8	8	4						20
	Coordination with PM to provide HCMPO update MTP, TIP (revised limits)	1		12						13

L&G Engineering
Transportation Consulting Engineers

SH365/TCC - Segment #1
EXHIBIT "C"
Projected Fee Estimate for
Work Authorization #1

HIDALGO COUNTY RMA

		Coordination with PM & Environmental Consultants to update EA document (revised limits)	4		12						**16**
		Assist PM w/ necessary communication w/ TxDOT as stated in the Pass-Through Agreement	1		12						**13**
		Attend Monthly Progress Meetings w/ PM and Team of HCRMA Consultants	32	32							**64**
		Bi-Weekly Coordination Meeting w/ Sub-Consultants for Project Duration	40	40							**80**
		Subtask 6.2 - Preliminary Design Information									
		Prepare preliminary cost estimate and project development time schedule		8	8					**16**	**32**
		Attend Design Concept Conference with PM & TxDOT (develop minutes)	8	10	4					**22**	**44**
		Develop and Coordinate Final Design Summary Report	14	13	8					**35**	**70**
		TASK 6 - SUBTOTAL (L&G)	**116**	**143**	**84**	**8**	**0**	**0**	**0**	**73**	**424**
	163	**TASK 7 - GEOTECHNICAL LABORATORY TESTS**									
			WA#1a to Sub L&G Laboratory for Needed Pavement Design Parameters							**$50,000.00**	
	163	**TASK 8 - Route & Design Studies**									
		Coordinate and obtain Crossroad Roadway Information from TxDOT, 3-Cities and County	8	40	26					74	**148**
		Coordinate with HCDD#1 and gather hydrologic information on existing facilities	8	24	28					14	**74**
		Coordinate and obtain information on existing Utilities (gas lines & wells, elec., phone, etc.)	4	38	60					70	**172**
		TASK 8 - SUBTOTAL (L&G)	**20**	**102**	**114**	**0**	**0**	**0**	**0**	**158**	**394**
	130	**TASK 9 - UTILITY ADJUSTMENTS**									
		Subtask 9.1 - Mapping Utility Locations									
		Send initial letter with exhibits and typical sections to all utility companies involved	2	4		115		148		24	**293**
		Conduct Kick-off Utility meeting with PM & TxDOT coordination and prepare meeting minutes	6		8	20			8	16	**58**
		Subtask 9.2 - Utility Conflict Tracking Matrix and TxDOT Certification									
		Meet and Coordinate with Utilities to identify potential utility conflics and prepare report for PM	12	24	80		100			220	**436**
		Develop and populate Utility Matrix Conflict with Schedule Adjustment table for PM	10		40	95	30			48	**223**
		Coordinate, obtain and approve a preliminary estimate for utility adjustments for PM		6	80	110		40		24	**260**
		Subtask 9.3 - Field Utility Coordination Meetings									
		Coordination with PM for exposures, field-ties and obtain utility number	6	8	10		125	20		200	**369**
		Coordination with PM & Utility Companies to adjust utility conflicts in the field	8		110		98			200	**416**
		TASK 9 SUBTOTAL (L&G)	**44**	**42**	**328**	**340**	**353**	**208**	**8**	**732**	**2055**
	150	**TASK 10 - FIELD SURVEYING (GROUND CONTROLSURVEY COORDINATION)**									
		Coordination with PM, Surveyor, & Utilities Companies for needed field-ties	2		4		50	105		40	**201**
		Coordinate with PM & Surveyor to provide final alignment for preparation of the ROW map	10	14	38					16	**78**
		TASK 10 SUBTOTAL (L&G)	**12**	**14**	**42**	**0**	**50**	**105**	**0**	**56**	**279**

L&G Engineering
Transportation Consulting Engineers

SH365/TCC - Segment #1
EXHIBIT "C"
Projected Fee Estimate for
Work Authorization #1

HIDALGO COUNTY RMA

PRELIMINARY ENGINEERING - FC161 (Drainage)

TASK 161.01 - PRELIMINARY DRAINAGE STUDY AND DOCUMENTATION									
Coordinate with PM & Cities to accommodate local drainage needs and corres. participation	12	16	15						**43**
Gather information regarding existing drainage features, facilities and watersheds	12	20	15						**47**
Coordinate and comply with FEMA floodplain requirements	18	40	25						**83**
Meet with PM, HCDD#1 and TxDOT and examine existing hydrologic studies	10	20	15						**45**
Coordination with landowners due to proposed outfall facilities impacting their properties		30	40	24	16				**110**
Task 161.02 - OUTFALL DRAINAGE COMPUTATIONS									
Subtask 161.02.01 - Drainage Design and Details									
Overall drainage area map (determine and calculate)	8	14	76	90	54	60			**302**
Outfall drainage area maps (determine and calculate)	8	14	76	90	54	50			**292**
Linear & On-Site detention calculations and analysis	4	24	85	110	70	40			**333**
Analyze existing/proposed channels outside ROW	6	10	60	90	30	20			**216**
Hydrologic Watershed Analysis and Computation Sheets (SCS, Rational Method)	8	12	90	115	34	30			**289**
Large Culverts Hydraulic Sizing and Computation sheets (HEC-RAS, HY-8)	6	10	70	90	40	20			**236**
TASK 161 SUBTOTAL (L&G)	**92**	**210**	**567**	**609**	**298**	**220**	**0**	**0**	**1996**
TOTAL - MANHOURS (L&G) =	**478**	**753**	**1,829**	**1,783**	**1,801**	**597**	**798**	**1,043**	**9,082**

Total Hours	478	753	1,829	1,783	1,801	597	798	1,043
Contracted Rates	$72.00	$60.00	$43.00	$38.00	$25.00	$24.00	$21.00	$18.00
Direct Salary Costs	$34,416.00	$45,180.00	$78,647.00	$67,754.00	$45,025.00	$14,328.00	$16,758.00	$18,774.00
Overhead Multiplier = 161.75%	$55,667.88	$73,078.65	$127,211.52	$109,592.10	$72,827.94	$23,175.54	$27,106.07	$30,366.95
Fixed Fee = 12%	$10,810.07	$14,191.04	$24,703.02	$21,281.53	$14,142.35	$4,500.42	$5,263.69	$5,896.91
Total Labor Costs	$100,893.95	$132,449.69	$230,561.55	$198,627.63	$131,995.29	$42,003.96	$49,127.75	$55,037.86

L&G Direct Expenses

Mileage (1 Site visit per week for 50 weeks - 20 miles round trip) at $0.50 per mile	$500.00	
Mileage (1 Meeting per month at HCRMA office - 40 miles round trip) at $0.50 per mile	$240	
20Ft. Long by 3Ft. Tall Schematic (60sq. ft.) @ $5.00/sq. ft. - 8 Total Prints	$2,400.00	
8 1/2in X 11in Copies (Pavement Design, Scour, Agreements & Permits, Irrigation District Packages, etc) @ $1.00 each	$5,000.00	
Total L&G Direct Expenses		$8,140.00

TOTAL Work Authorization Cost Proposal = $998,837.67

L & G Engineering
Transportation Consultants

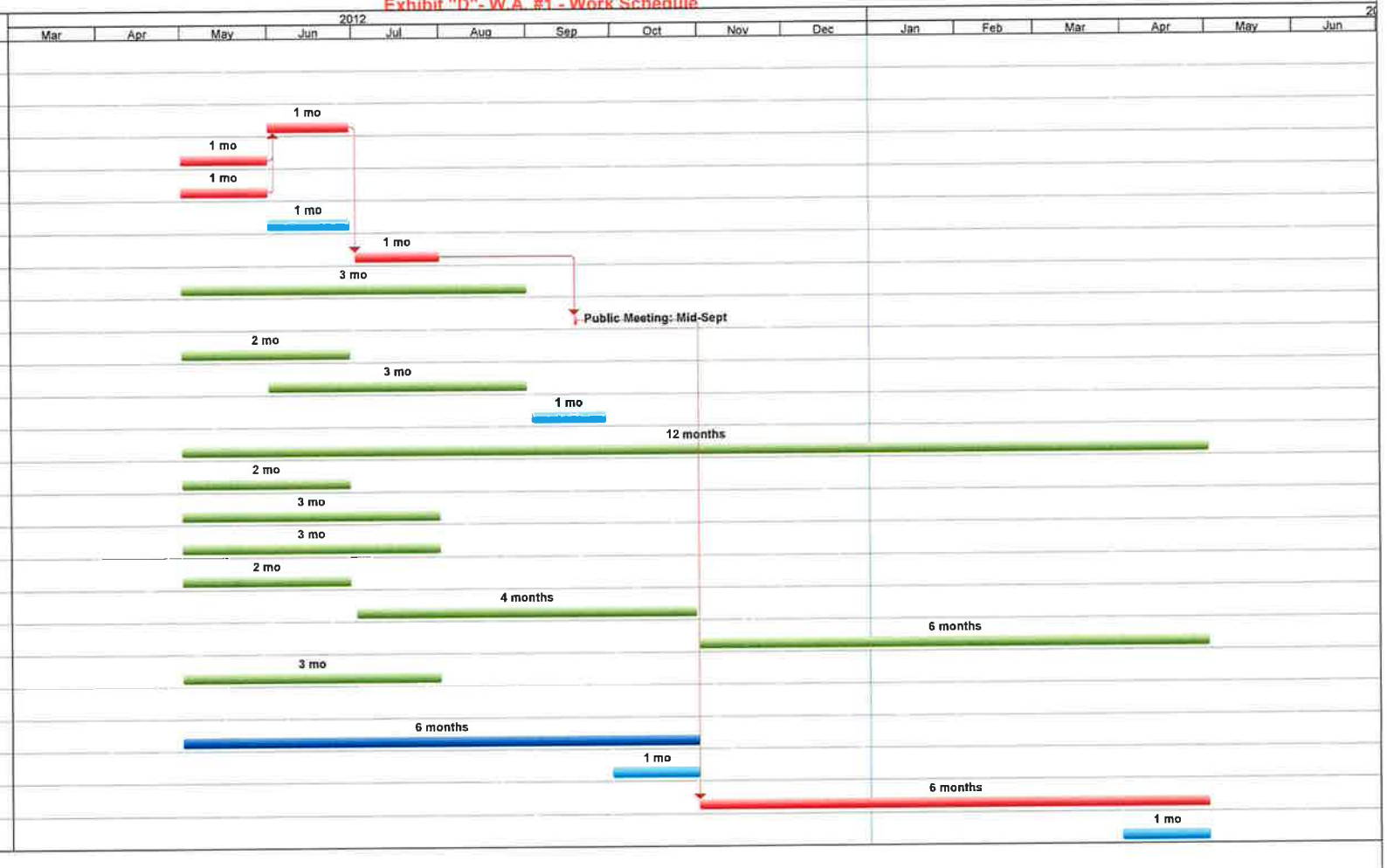
SH 365/ Trade Corridor Connector (TCC)

From just west of FM 396 (Bryan Rd.) to Mc Coll Rd (Sta.986+00)

HCRMA

Exhibit "D"- W.A. #1 - Work Schedule

ID	Task Name	Duration
1		
2	SPECIAL SERVICES	
3	TASK 1 - Value Engineering Participation	1 mo
4	TASK 2.1 - Schematic for Super-2 Facility	1 mo
5	TASK 2.2 - Schematic for 4-Lane Facility	1 mo
6	Review by HCRMA and TxDOT	1 mo
7	Final Revisions to Schematics	1 mo
8	TASK 3 - Public Involvement Support	3 mo
9	Public Meeting	Public Meeting: Mid-Sept
10	TASK 4 - Right-of-Way Coordination	2 mo
11	TASK 5 - Pavement Design (entire length)	3 mo
12	Review by HCRMA and TxDOT	1 mo
13	TASK 6.1 - Special Coordination and Mtgs	12 months
14	TASK 6.2 - Preliminary Design Information	2 mo
15	TASK 7 - Geothecnical Laboratory Tests	3 mo
16	TASK 8 - Route and Design Studies	3 mo
17	TASK 9.1 - Mapping Utility Locations	2 mo
18	TASK 9.2 - Utility Conflict Tracking Matrix	4 months
19	TASK 9.3 - Field Utility Coordination	6 months
20	TASK 10 - Field Surveying Coordination	3 mo
21	PS&E SERVICES - DRAINAGE	
22	TASK 161.01- Preliminary Drainage Study	6 months
23	Review by HCRMA and TxDOT	1 mo
24	TASK 161.02- Outfall Drainage Comp.	6 months
25	Review by HCRMA and TxDOT	1 mo



CRITICAL PATH | SPECIAL TASKS | PS&E TASK | HCRMA/ TxDOT Review

SH365-TCC Att-D Spp#1 Schedule.mpp

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS		**AGENDA ITEM**	**5**
PLANNING COMMITTEE	**X**	**DATE SUBMITTED**	**4/24/12**
FINANCE COMMITTEE		**MEETING DATE**	**4/26/12**
TECHNICAL COMMITTEE			

1. Agenda Item: **DISCUSSION, CONSIDERATION AND RECOMMENDATION TO AMEND AND RESTATE PROFESSIONAL ENGINEERING SERVICES WITH S&B INFRASTRUCTURE FOR THE MODIFIED TCC CHANGE IN LIMITS (SEGMENT 2) AND SCOPE ADJUSTMENT AND APPROVING WORK ORDER NO. 1 FOR PRELIMINARY ENGINEERING SERVICES.**

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

   Consideration and recommendation on Work Order No. 1 in the amount of $887,287.51 for development of schematics (4 lanes), drainage studies and utility research for TCC modified (segment 2).

3. Policy Implication: Board Policy, Texas Government Code

4. Budgeted: ___Yes X No ___N/A

   Funding Source: Vehicle Registration Fund

Maximum amount payable	$4,363,952.78 (100%)
Work Order No. 1 (proposed)	**($ 887,287.51) (20.33%)**
Maximum fee balance	$3,476,665.20 (79.67%)

5. Staff Recommendation**: Motion to recommend Work Order No. 1 with S&B Infrastructure in the amount of $887,287.51 leaving a maximum fee balance of $3,476,665.20.**

6. Board Attorney: X Approved ___Disapproved ___None

7. Executive Director's Recommendation: X Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Rick Perez, Chairman – Planning Committee

From: Pilar Rodriguez, PE, Executive Director

Date: April 24, 2012

Re: **S&B Infrastructure Work Order No. 1 – TCC Modified Segment 2**

At the October 27, 2011, regular meeting, the Board of Directors awarded professional engineering design services to S&B Infrastructure in the maximum payable amount of $4,363,952.78. The design services awarded are to provide plans, specifications and estimates for SH365/TCC segment 2 from Spur 115 (23rd Street) to FM 3072 (Dicker Road).

S&B's tasks under Work Order No. 1 includes development of schematics (4 lanes), drainage studies and utility research, as well as, revising the TCC modified segment 2 limits from McColl Road to US 281/Military Highway.

The engineer's level of effort of $887,287.51 to perform these tasks was also evaluated and calculated to equate to 20.33% of the maximum amount payable to S&B Infrastructure for plans, specifications and estimates.

Based on review by this office, approval of Work Order No. 1 is recommended to **S&B Infrastructure** in the amount of **$887,287.51** leaving a maximum fee balance of **$3,476,665.20**.

Additionally, I have attached the revised scope and level of effort for the proposed work order for your review and consideration.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012-11

AMENDING AND RESTATING THAT CERTAIN PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH S&B INFRASTRUCTURE, LTD TO MODIFY THE REVISED TRADE CORRIDOR CONNECTOR LIMITS AND SCOPE ADJUSTMENTS AND APPROVING WORK AUTHORIZATION NO. 1 FOR PRELIMINARY DESIGN SERVICES AND SUPPORT OF ENVIRONMENTAL DEVELOPMENT

THIS RESOLUTION is adopted this 2nd day of May, 2012 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, the Texas Transportation Commission determined that the Authority would benefit the State by constructing needed roadway projects as identified by the County, including the approximately 104-mile Hidalgo County Loop System (the "Loop System"), the US 83 La Joya Relief Route, and a US 281 alternate route from north of Edinburg to the Pharr International Bridge;

WHEREAS, the Authority has begun work on an independent project under the Loop System, referenced as the Trade Corridor Connector;

WHEREAS, the Trade Corridor Connector is included in the Hidalgo County Metropolitan Planning Organization's Transportation Improvement Program, preliminary traffic and revenue estimates have been developed along with preliminary design work for the project, Hidalgo County Transportation Reinvestment Zone Number 2 was created to include the project, and, recently, the Commission awarded the Authority $70,000,000 in pass-through funding to develop the Trade Corridor Connector;

WHEREAS, to proceed with the project, the Board, on July 27, 2010, elected to issue a procurement for an engineering firm or firms to perform certain tasks, including developing plans, specifications, and estimates; on December 30, 2010 the Board scored and ranked the respondents to the procurement; on March 21, 2011, based on qualifications, the Board selected S&B Infrastructure, LTD (the "Consultant") to perform engineering work for the TCC Segment 2 (now TCC Modified); and on April 13, 2011 the Board approved that certain Professional Engineering/Design Services Agreement (the "Agreement") with the Consultant;

WHEREAS, in order to reflect a change in scope based on the Board's overall planning, the Board now finds it to be in the best interest of the Authority to amend and restate the Agreement, in the form attached hereto as Exhibit A (Exhibit J to the Agreement outlines the specific changes incorporated); and

WHEREAS, in order to initiate work under the Agreement, the Board finds it to be in the best interest of the Authority to authorize Work Authorization No. 1 (attached hereto as Exhibit B) to perform preliminary engineering services including the development of schematics, drainage studies, and a preliminary utilities report;

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

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

Section 2. The Board hereby approves the Amended and Restated Professional Engineering/ Design Services Agreement attached hereto as Exhibit A and Work Authorization No. 1 under said Agreement, attached as Exhibit B.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING on the 2nd day of May, 2012, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Joe Daniel Olivarez, Secretary/Treasurer

EXHIBIT A

AMENDED AND RESTATED PROFESSIONAL ENGINEERING/DESIGN SERVICES AGREEMENT

EXHIBIT B

WORK AUTHORIZATION NUMBER 1

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PROFESSIONAL ENGINEERING/DESIGN SERVICES

THIS CONTRACT FOR PROFESSIONAL ENGINEERING/DESIGN SERVICES is made by and between the Hidalgo County Regional Mobility Authority (the "Authority") and S&B Infrastructure, LTD, herein after called "Engineer" for the purpose of contracting for engineering services (the "Agreement).

WITNESSETH

WHEREAS, Government Code, Chapter 2254, Subchapter A, "Professional Services Procurement Act" provides for the procurement of professional services of engineers; and

WHEREAS, in compliance with the Professional Services Procurement Act and all federal requirements including those described in 23 CFR Part 172, the Authority procured professional engineering/design services (the "Procurement") for the Hidalgo County Trade Corridor Connector (the "TCC" or the "Project") and any segments thereunder;

WHEREAS, pursuant to the Procurement and the Board's ranking of respondents thereto, the Board finds it to be in the best interest of the Authority to engage the Engineer to ~~design, including providing plans, specifications, and construction estimates for that certain segment #2 of the TCC, from FM 2061 (Jackson Road) to US 281 / I Road (FM 3072) east of Dicker Road~~ perform preliminary engineering including development of schematics, drainage studies, geotechnical services, utilities and development of plans, specifications, and estimates (PS&E) and shop drawing review for the TCC modified east of McColl at STA 986+00 to US 281 / Military Road (the "Project");

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

AGREEMENT

ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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

1.2 The Engineer shall prepare a schedule of work, identified as Attachment B – Detailed Scope of Services and a schedule of work, identified as Attachment D – Work Schedule, attached hereto and made a part of this Agreement. The Detailed Scope of Services and the Work Schedule shall contain a complete schedule by task such that the Engineer's Scope of Services under this Agreement can be accomplished within the specified time and contract cost. The Work Schedule shall identify the task, the total maximum dollar amount payable for each task, and the time allotted to complete the job by the date or working days.

1.3 Attachment C – Fee Schedule shall identify the hourly rates for each job title, total number of hours for each job title, and the maximum dollar amount payable for each job title.

ARTICLE II
AGREEMENT PERIOD

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

ARTICLE III
COMPENSATION AND METHOD OF PAYMENT

3.1 The maximum amount payable under this Agreement is $4,723,500.00, unless modified as provided hereunder. All payments will be made in accordance with the hourly rates for each job title established in Attachment C-1.

3.2 The Engineer shall prepare and submit to the Authority an invoice and progress report stating the percent completion of the work accomplished during the billing period, including hours worked. The invoice and progress report shall contain sufficient detail such that the billing can be reviewed for compliance with both the Work Schedule and Fee Schedule.

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

3.4 **The Authority assumes no liability for work performed or costs incurred prior to the date authorized by the Authority to begin work, during periods when work is suspended, or subsequent to the Termination Date.**

ARTICLE IV
WORK AUTHORIZATIONS

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

4.2 Upon satisfactory completion of the Work Authorization, the Engineer shall submit to the Authority for review and acceptance the deliverables as specified in the executed Work Authorization.

4.3 Work included in a Work Authorization shall not begin until the Authority and the Engineer have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The Engineer shall promptly notify the Authority of any event which will affect completion of the Work Authorization.

4.4 Unless otherwise authorized by the Authority and the Texas Department of Transportation, Work performed under this Agreement shall be developed in accordance with the latest version of the Texas Department of Transportation's manuals.

ARTICLE V
PROGRESS

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

5.2 All Work produced or approved or otherwise created by the Engineer under this Agreement shall be transmitted to the Authority in the form of photocopy reproduction on a monthly basis and, if requested by the Authority, additionally transmitted to the Texas Department of Transportation each month. The originals of all Work shall remain property of the Authority.

5.3 Should the Authority determine that the progress in production of the work does not satisfy the work schedule, the Authority will review the Work Schedule with the Engineer to determine corrective action needed.

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

(1) Problems, delays, or incomplete information which materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work by established deadline; and

(2) Favorable developments or events which would enable meeting the Work Schedule sooner than anticipated.

ARTICLE VI
SUSPENSION

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

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

ARTICLE VII
ADDITIONAL WORK

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

ARTICLE VIII
CHANGES IN WORK

8.1 If the Authority finds it necessary to request changes to previously satisfactory completed work or parts thereof which involve changes to the original scope of services, the Engineer shall make such revisions if requested and as directed by the Authority. This will be considered additional work and paid for as specified herein.

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

ARTICLE IX
SUPPLEMENTAL AGREEMENTS

9.1 The terms of this Agreement may be modified by supplemental agreement if there has been a significant change in the scope, complexity, or character of the service to be

performed, or the duration of the work. Additional compensation, if appropriate, shall be identified as provided herein. Any supplemental agreement must be executed by both parties within the Agreement period.

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

ARTICLE X
REQUIREMENTS

10.1 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 I, the Engineer certifies its compliance and the compliance of any subconsultants or subcontractors present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving federal, state or Authority funds:

(1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
(2) does not have a proposed debarment pending;
(3) has not been suspended debarred, voluntarily excluded, or determined ineligible by an federal agency within the past three years; and
(4) has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years as specified by Title 49, Code of Federal Regulations, paragraph 29.305(a).

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

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

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

(1) ***Compliance with Regulations:*** The Engineer shall comply with

Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, CFR, Part 21, as may be amended from time to time; 23 CFR 710.405(B), as may be amended from time to time, and Executive Order 11246, titled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in the Department of Labor regulations (41 CFR Part 60) (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) ***Nondiscrimination:*** The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, national origin, age or handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

(3) ***Solicitations for Subcontracts, Including of Material and Equipment***: In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age or handicap.

(4) ***Information and Reports***: The Engineer shall provide all information and reports required for auditing purposes by TxDOT or the US Office of Inspector General, or by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Authority, TxDOT, or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Authority or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

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

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

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

10.5 The Engineer agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code as codified in Title 48, Federal Acquisition Regulations, Subpart 3.8 and subpart 52.203.11, prohibiting federal funds from being expended by a recipient or lower-tier subrecipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract or cooperative agreement. If federal funds are applied to the services under this Agreement, the Engineer and any subconsultants or subcontractors would be required to complete the Certification of Federal Contracts and, if necessary, the Disclosure of Lobbying Activities.

10.6 The Engineer is required to adhere to the commitment made to participation by certified Disadvantage Business Enterprises as agreed to by the Authority during negotiations.

10.7 If the Project is a federal aid project, Engineer is required to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), which prohibit the use under non-exempt federal contract, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the USEPA Assistant Administrator of Enforcement.

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

ARTICLE XI
PERSONNEL, EQUIPMENT, MATERIAL, AND INFORMATION

11.1 This Agreement is not intended to constitute, create, give up, or otherwise recognize a joint venture agreement or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

11.2 The Engineer shall furnish and maintain, at its own expense, office space for the performance of all services, and adequate and sufficient personnel and equipment to perform the services all required. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them.

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

11.4 The Engineer agrees to maintain (in sufficient detail as will properly reflect all work done and results achieved in the performance of this Agreement) tracings, plans, specifications, maps, basic survey notes and sketches, books, records, reports, research notes, charts, graphs, comments, plans, comparisons, computations, analyses, recordings, photographs, computer programs, and documentations thereof, and other graphic or written data or deliverables generated in connection with the work called for in the Agreement; all such information and documentations to be termed "Data" under this Agreement.

11.5 All Data is the exclusive property of the Authority and shall be furnished to the Authority upon request and shall not be used or released by the Engineer or any other person except with the prior approval of the Authority. All documents prepared by the Engineer and all documents furnished to the Engineer by the Authority shall be delivered to the Authority upon completion of the relevant milestone for payment and/or termination of this Agreement. Provided, however, that none of the documents or materials are intended or represented by Engineer to be suitable for reuse by the Authority, or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Authority's sole risk and without liability or legal exposure to Engineer.

11.6 The Engineer and any subconsultant, subcontractor or vendor shall keep and maintain all Data and all other material relating to this Agreement and related projects, and shall make all such material available at any reasonable time during the term of work on the Agreement and related projects and for five (5) years from the date of final payment to the Engineer for auditing, inspection, and copying upon the Authority's

request or, if federal dollars are applied to the Agreement, upon the request by the federal government.

11.7 The Engineer shall grant the Authority and the Texas Department of Transportation an irrevocable, perpetual, nonexclusive license to use all intellectual property acquired or developed under this Agreement.

ARTICLE XII
SUBCONTRACTING

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

12.2 All subcontracts shall include the provisions required in this Agreement and shall be approved as to form, in writing, by the Authority prior to its execution. Subcontracts in excess of $10,000 shall be submitted to the Texas Department of Transportation for review and approval prior to execution.

ARTICLE XIII
EVALUATION OF WORK

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

ARTICLE XIV
SUBMISSION OF REPORTS

All applicable study reports and analysis shall be submitted in preliminary form for review by the Authority's representatives before a final report is issued. The Authority's review of such reports shall be done in a timely manner so that Engineer can comply with the project schedule. The Authority's comments or questions on the preliminary report shall be addressed in the final report.

ARTICLE XV
BREACH OF AGREEMENT

15.1 Violation of the Agreement terms or breach of this Agreement by the Engineer shall be grounds for termination of the Agreement. Any additional costs to the Authority that arise from the Engineer's default, breach of Agreement, or violation of Agreement terms shall be paid by the Engineer. This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

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

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

ARTICLE XVI
TERMINATION

16.1 This Agreement shall terminate at the close of business on May 10, ~~2013~~ 2016 unless extended as provided herein. The Agreement may be terminated before the stated termination date by any of the following conditions:

1. By mutual consent, in writing, of both parties;
2. By the Authority, by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the services set forth in a satisfactory manner;
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein;
4. By the Authority, for reasons of its own and not subject to the mutual consent of the Engineer upon not less than ten (10) calendar days written notice to the Engineer; and
5. By written notice from the Authority upon satisfactory completion of all services and obligations described herein.

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

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

16.4 The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the Authority and the Engineer under this Agreement except the obligations set forth in: **Article X Requirements**; **Article XIII Evaluation of Work**; **Article XVII Compliance, Conduct, and Conflicts**; **Article XVIII Indemnification**; **Article XIX Engineer's Responsibility**; and **Article XXI Retention, Availability of Records, and Audit Requirements** of this Agreement. If the termination of the Agreement is due to the

failure of the Engineer to fulfill its obligations under the Agreement, the Engineer shall be liable to the Authority for any additional costs occasioned to the Authority.

ARTICLE XVII
COMPLIANCE, CONDUCT, AND CONFLICTS

17.1 The Engineer shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules, and regulations, and the orders and decrees of any court, or administrative bodies or tribunals, in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Engineer shall furnish the Authority with satisfactory proof of its compliance.

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

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

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

17.5 No contract for the construction of a project shall be awarded to the firm that designed the project, or its subsidiaries, affiliates, the parent company or subconsultants, except with the written approval of the Authority.

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

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

ARTICLE XVIII
INDEMNIFICATION

THE ENGINEER SHALL SAVE AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, EMPLOYEES, AND CONSULTANTS FROM ALL CLAIMS, LIABILITY, ACTION, AND LOSS (INCLUDING DAMAGE OR INJURY INCLUDING DEATH TO PERSONS OR PROPERTY) DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, SUBCONTRACTORS, OR EMPLOYEES PERFORMED UNDER THIS AGREEMENT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT, INCLUDING ANY VIOLATION OF ANY STATUTES, ORDINANCES, BUILDING CODES OR REGULATIONS, OF THE ENGINEER OR OF ANY PERSON EMPLOYED OR ENGAGED BY THE ENGINEER, AND THE DEFENSE OF ANY SUCH CLAIMS, LIABILITY, ACTION, OR LOSS.

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

THE ENGINEER SHALL ALSO SAVE AND HOLD HARMLESS THE AUTHORITY FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, REASONBLE ATTORNEY FEES WHICH MAY BE INCURRED BY THE AUTHORITY OR LIABILITIES WHICH MAY BE IMPOSED ON THE AUTHORITY AS THE RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACT BY THE ENGINEER, ITS AGENTS, ITS SUBCONTRACTORS, OR EMPLOYEES.

ARTICLE XIX
ENGINEER'S RESPONSIBILITY

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

19.2 Acceptance of the work by the Authority will not relieve the Engineer of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

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

ARTICLE XX
ENDORSEMENT

The Engineer's seal shall be endorsed and affixed to plans, reports, and engineering data furnished under this Agreement.

ARTICLE XXI
RETENTION, AVAILABILITY OF RECORDS, AND AUDIT REQUIREMENTS

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

ARTICLE XXII
INSURANCE

22.1 The Engineer shall obtain and maintain insurance limits of liability for each of the types of insurance coverage identified as follows:

1. Workers' Compensation, endorsed with a waiver of subrogation in favor of the Authority in the amount of statutory obligations imposed under the Texas Workers' Compensation Law.
2. Commercial General Liability, endorsed with the Authority as an additional insured and endorsed with a waiver of subrogation in favor of the Authority to the extent of the liabilities assumed by Engineer under **ARTICLE XVIII INDEMNIFICATION** of this Agreement, in limits of liability of one million dollars ($1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
3. Professional Liability in limits of one million dollars ($1,000,000) each claim and in the aggregate.

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

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

22.2 The Engineer shall furnish proof of insurance by means of a completed Attachment E – Certificate of Insurance -- Hidalgo County Regional Mobility Authority, attached hereto and made a part thereof with the Project Name and the Engineer's name stated thereon, to be submitted prior to the beginning of the Project. The Engineer will be

considered in breach of this Agreement should the Engineer fail to maintain the required insurance coverage during the term of this Agreement. The termination of this Agreement resulting from failure to maintain the required insurance will be carried out in accordance with the termination provisions herein.

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

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

ARTICLE XXIII
SUCCESSORS AND ASSIGNS

23.1 The Engineer and the Authority do hereby bind themselves, their successors, executors, administrators, and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such party in respect to all covenants of this Agreement.

23.2 The Engineer shall not assign, subcontract, or transfer its interest in this Agreement without the prior written consent of the Authority.

ARTICLE XXIV
SEVERABILITY, AMDENDMENT, & COUNTERPARTS

24.1 In the event any one or more of the provisions contained in this Agreement, for any reason, shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof; and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

ARTICLE XXV
NOTICE

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

Regional Mobility Authority	Engineer
Hidalgo County RMA	S&B Infrastructure, LTD
510 S. Pleasantview Drive	5408 N. 10th Street
Weslaco, Texas 78596	McAllen, Texas 78504
Attn: Chairman	Attn: Daniel O. Rios, P.E.

25.2 Within 10 days after the execution of this Agreement, the Authority shall submit a fully executed copy of the Agreement to the Texas Department of Transportation.

* * *

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

AUTHORITY	**ENGINEER**
By: _____	By: _____
Name: Dennis Burleson	Name: Daniel O. Rios, P.E.
Title: Chairman	Title: Senior Vice President
Hidalgo County Regional Mobility Authority	Company: S&B Infrastructure, LTD
Date: _____	Date: _____

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

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

GENERAL

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

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

PS&E P.S. & E. Development

The **HCRMA** will provide the following general items.

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

ROUTE AND DESIGN STUDIES (FC 110)

The **HCRMA** will provide the following:

Design Criteria

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

Schematic Update

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

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

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

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

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

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

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

1. Timely review/approval of the Hydraulic Study.

MISCELLANEOUS ROADWAY (FC 163)
The **HCRMA** will provide the following:

1. Timely review and approval of TCP in coordination with TxDOT.
2. Provide Aesthetic plans and details for project.

MANAGEMENT (FC 164)

The **HCRMA** will provide the following:

1. Attend/participate in progress meetings as required.
2. Timely review of submittals as required.

ATTACHMENT B
DETAILED SCOPE OF WORK

[Provided by the Engineer]

ATTACHMENT "B"
DETAILED SCOPE OF SERVICES

APPLICABILITY:

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

ABBREVIATIONS:

HCRMA shall mean Hidalgo County Regional Mobility Authority.

ENGINEER shall mean S&B Infrastructure, LTD.

TxDOT shall mean Texas Department of Transportation

FHWA shall mean Federal Highway Administration

IBWC shall mean International Boundary and Water Commission

USFWS shall mean United States Fish & Wildlife Service

THC shall mean Texas Historical Commission

SHPO shall mean State Highway Preservation Office

USACE shall mean United States Army Corps of Engineers

GSA shall mean General Services Administration

HCMPO shall mean Hidalgo County Metropolitan Planning Organization

FAA shall mean Federal Aviation Administration

MTP shall mean Metropolitan Transportation Plan

TIP shall mean Transportation Improvement Program

MUTCD shall mean Manual of Uniform Traffic Control Devices

AASHTO shall mean American Association of State Highway and Transportation Officials

LRFD shall mean Load & Resistance Factor Design

PS&E shall mean Plans, Specifications and Estimate

ACP shall mean Asphaltic Concrete Pavement

CSJ shall mean Control Section Job (highway project designation number)

PROJECT DESCRIPTION

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

County/HCRMA: Hidalgo County

CSJ number: 3627-01-001 (currently assigned from FM 1016 to Fm 3072)

Project/Description: ~~PS&E Design for SH365 – 0.52 Miles East of SP115 to 0.49 Miles East of Dicker Road~~ perform preliminary engineering including development of schematics, drainage studies, geotechnical services, utilities and development of plans, specifications, and estimates (PS&E) and shop drawing review for the TCC modified east of McColl at STA 986+00 to US 281 / Military Road

Length: 5.94 Miles Sta ~~905+00 to Sta 1218+64.89~~ 986+00 to US 281 / Military Road

Highway: SH365- Trade Corridor Connector (TCC) (~~Segment # 2~~Modified)

Limits: (See Location Map Attached Labeled Attachment B-1)

Existing Facility: New Location

Proposed Facility: 4-lane divided controlled access toll facility

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

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

ROUTE AND DESIGN STUDIES
(Task 110)

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

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

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

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

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

Services Provided By: Engineer	HCRMA	
		1. Right-of-Way Map
YES	NO	a. ROW Map submitted by the Surveyor to the HCRMA shall be reviewed by the Engineer on the following items: 1. Correctness of alignment and geometry 2. Correctness of control of access lines as depicted on schematic 3. Coordinate the final centerline alignment adjustment to finalize the ROW map.
NO	YES	b. Full compliance with ROW Map requirements as specified in TxDOT ROW Manuals.
		2. Utility Adjustments (All utilities are Compensable – 100% for Non-Permitted and 50% for Permitted)
YES	NO	a. The Engineer shall prepare an initial coordination letter and a project layout which will be distributed to various utility companies to determine which utilities are in the limits of the project.
YES	NO	b. The Engineer shall schedule and conduct a Utility Kick-Off meeting with TxDOT, HCRMA and the utility companies.
YES	NO	c. The Engineer shall prepare a Utility Conflict Tracking Matrix table.
YES	NO	d. Upon completion of the preliminary drainage plans and Utility & Drainage (U&D) sheets and Irrigation sheets, the Engineer shall distribute these sheets to the various utility companies and request identification of their lines within the project limits.
YES	NO	e. The Engineer will coordinate with the Surveyor and the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.
YES	NO	f. The Engineer shall coordinate and approve an adjustment plan and preliminary estimates for all utilities impacting the proposed project construction.
YES	NO	g. The Engineer will be responsible for preparing any and all compensable utility agreements, in compliance with TxDOT requirements, and preparation of the final adjustment letters.
YES	NO	h. A due diligence package will be provided for the HCRMA for their use in processing reimbursements to utility companies.
YES	NO	i. Before a construction contract for the project is let, the Engineer shall provide a utility certification for the HCRMA's signature to TxDOT that all utilities have been adjusted/or a timeline of adjustment.
YES	NO	3. Design of Compensable Utilities
		a. Irrigation Structures 1. Parallel 2. Perpendicular Crossings / Siphons 3. Irrigation Canals
N/A	NO	b. Various Pipelines

FIELD SURVEYING
(Task 150)

Services Provided By: Engineer	HCRMA		
		1.	Field Survey
YES	NO	a.	Coordinate with Surveyor to obtain DTM data on voids and missing areas
YES	NO	b.	Coordinate with Surveyor to obtain outfall design surveys
YES	NO	c.	Coordinate with Surveyor to obtain utility company field ties
YES	NO	d.	Coordinate with Surveyor to provide final alignment for the preparation of the ROW Map
YES	NO	e.	Coordination with Surveyor to tie down geotechnical borings
YES	NO	f.	Coordination with Surveyor to stake centerline of proposed mainlanes

ROADWAY DESIGN
(Task 160)

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

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

DRAINAGE
(Task 161)

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

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

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION
(Task 162)

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

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

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

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

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

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

MISCELLANEOUS (ROADWAY)
(Task 163)

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

Services Provided By: Engineer	HCRMA		
		b.	Alternate Patented Retaining Walls at all locations. (Layouts Only)
YES	NO		1. Mechanically Stabilized Earth
NO	NO		2. Concrete Block Wall Systems
YES	NO	c.	Retaining Wall Layout (PLAN)
			1. Designation of reference line
			2. Beginning and ending retaining wall stations
			3. Station of each retaining wall joint (if necessary based on wall type)
			4. Offset from reference line
			5. Horizontal curve data
			6. Number of retaining wall panels and lengths (if necessary based on wall type)
			7. Total length of wall
			8. Indicate face of wall
			9. All wall dimensions and alignment relations (alignment data as necessary)
			10. Soil core hole locations
YES	NO	d.	Retaining Wall Layout (ELEVATION)
			1. Top of wall elevations at each joint or intervals
			2. Existing and finished ground line elevations
			3. Height of stem at each joint (if necessary based on wall type)
			4. Wall panel designations (if necessary based on wall type)
			5. Top of footing elevations (if necessary based on wall type)
			6. Limits of measurement for payment
			7. Type, limits and anchorage details of railing (If applicable)
			8. Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
YES	NO	e.	Foundation Studies. The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments.
YES	NO	f.	Slope Stability Analysis.
YES	NO	g.	Embankment Foundation Stability Analysis
YES	NO	h.	Embankment Settlement Analysis
YES	NO	i.	Estimate
YES	NO	j.	Summary of Quantities
YES	NO	k.	Typical cross section.
YES	NO	l.	General Guidelines for Retaining Walls
			1. The engineer shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation.
			2. The ground water level should be observed at the water strike.
			3. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
YES	NO	4.	Traffic Control Plan, Detours and Sequence of Construction

Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:

a. General Notes indicating the requirement and sequence of construction phasing.
b. The sequence of construction and method of handling traffic during each phase.

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

BRIDGE DESIGN
(Task 170)

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

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

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

PROJECT MANAGEMENT
(Task 164)

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

CONSTRUCTION MANAGEMENT
(Task 320)

Services Provided By: Engineer	HCRMA		
NO	YES	1.	Construction Bidding Assistance After acceptance by HCRMA of the Bidding Documents and upon written authorization by HCRMA to proceed, Engineer shall: a. Assist HCRMA in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any. b. Develop Addenda for HCRMA as appropriate to clarify, correct, or change the Bidding Documents. c. Provide Project design information or assistance needed by HCRMA in the course of the bid submittal with prospective contractors. d. Advise the HCRMA as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents. e. Attend the Bid opening, prepare Bid tabulation sheets, and assist HCRMA in evaluating Bids and recommend award of contract.
		2.	Services during Construction Upon successful completion of the Bidding, and upon concurrence from HCRMA, Engineer shall:
YES	YES		a. Pre-Construction Conference. Participate in a Pre-Construction Conference (if required) Prior to commencement of Work at the Site
YES	NO		b. Review and approval of Shop Drawings. Other data which Constructor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods.
NO	YES		c. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
YES	NO		d. Interpretation of Intent. The Engineer shall provide interpretation and clarification of design intent throughout the construction of the project.

ATTACHMENT C
FEE SCHEDULE

[Provided by the Engineer]

ATTACHMENT "C"
MAXIMUM AMOUNT PAYABLE

NO.	TASK	PROJECTED HOURS	ENGINEERING FEE	% OF ESTIMATED CONSTR. COST $ 62,980,000
1	Develop 4 Lanes and Super Two Schematic, Drainage Studies and Utility Research	11,500	$ 944,700.00	1.5%
2	Final Design (Development of Plans and Specifications	42,339	$ 3,463,900.00	5.5%
3	Construction Administration (Shop Drawings)	3,849	$ 314,900.00	0.5%
	Totals	57,688	$ 4,723,500.00	7.5%

Assumptions:

1) Projected construction cost for TCC modified from US 281/Military Road to Anzalduas Road (Bryan Road): $139.96 Million

2) Projected limits changed from just east of McColl Road at approximately STA 986+00 west to US 281 / Military Road with approximate construction cost of $62.98 Million

3) Average hourly rate = $100/Hour

4) Final scope of services, engineering fee and schedule will be determined in each approved work authorization as outlined in Article IV of the Main Contract.

ATTACHMENT "C-1"

ENGINEER'S HOURLY RATES BY JOB CLASSIFICATION

[Provided by the Engineer]

ATTACHMENT D
WORK SCHEDULE

[Provided by the Engineer]

ATTACHMENT E
CERTIFICATE OF INSURANCE

S&BINFR-01 SUZZANNE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/24/2011

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 License # 7570
ProTECH Insurance Agency, Inc.
3120 Southwest Freeway, #100
Houston, TX 77098-4520

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co	16535
INSURER B : Steadfast Insurance Co	26387
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X	X	GLO 3729647-06	1/1/2011	1/1/2012	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$	
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC 5343767-06	1/1/2011	1/1/2012	X WC STATU-TORY LIMITS OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
B	Professional Liab			EOC 5343434-06	1/1/2011	1/1/2012	Ea Claim/Aggregate		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Project No. PU1695.500 - SH365 - 0.52 miles east of SP 115 to 0.49 miles east of Dicker Road - Certificate Holder is included as an Additional Insured with respect to the Commercial General Liability and afforded Waivers of Subrogation with respect to the Commercial General Liability Policy and Workers Compensation Policy to the extent agreed by written contract.

CERTIFICATE HOLDER

Regional Mobility Authority
Hidalgo County RMA
510 S Pleasantview Dr
Weslaco, TX 78596

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
C.S. Madeira

ATTACHMENT F
WORK AUTHORIZATION FORM

Engineer / Consultant: _____

Date: _____

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
WORK AUTHORIZATION NUMBER _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 4 of the Agreement made by and between the Hidalgo County Regional Mobility Authority (the "Owner") and _____ (the "Engineer" or "Consultant").

PART 1. SCOPE OF WORK. Attached. The scope of work to be provided under this Authorization must be included in the Detailed Scope of Services attached to the Agreement.

PART 2. ESTIMATED COST. The estimated fee for providing the services in Part 1 of this Authorization is $_____. This amount is based on the fee schedule included in the Agreement.

PART 3. PAYMENT. Compensation and payment to the Engineer/Consultant for the services established by this Authorization shall be made in accordance with the Agreement.

PART 4. PERIOD OF SERVICE. This Authorization shall become effective on the date of final acceptance of the parties hereto.

PART 5. RESPONSIBILITIES AND OBLIGATIONS. This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 6. ACCEPTANCE. This Authorization is accepted and acknowledged as indicated below and effective as of the _____ day of _____, _____.

THE ENGINEER / CONSULTANT

_____

By: _____

Title: _____

THE OWNER

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____

Title: Chairman of the Board

(why different)

Disadvantaged Business Enterprise Program

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

DOS LOGISTICS, INC. (VN 23031)

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

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

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

Texas Department of Transportation
DEWITT C GREER STATE HIGHWAY BLDG • 125 E 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

June 8, 2011

Mr. James Aranda, President
Aranda and Associates, Inc.
1552 Dove Avenue
McAllen, TX 78504

Dear Mr. Aranda:

This refers to your Disadvantaged Business Enterprise (DBE) - Annual Update Affidavit received by this office. Your business continues to be certified effective your anniversary month, for those areas of work already approved. If you wish to change the area of work, a written request must be sent to this office.

Your certification does not automatically expire, however, your business must be reviewed annually. You will be notified when the next review is due. Please be sure to notify this office immediately of any changes of address, business status, phone number(s) or ownership in your firm. Your cooperation in this matter would be most appreciated.

If your firm obtains a Federally-assisted contract with agencies in the Texas Unified Certification Program, your firm must perform a Commercially Useful Function (CUF) on the contract. A firm performs a CUF when it is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved. A firm is also responsible for negotiating price, determining quality and quantity, ordering, paying for and installing (where applicable) the materials and supplies needed to accomplish the contract. If you should have any questions concerning the Texas Unified Certification Program, please contact Jerry Jackson, MCA of this office toll-free at 1-866-480-2518.

Texas Unified TUCP Certification Program

Sincerely,

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

NOTE: The TUCP includes the City of Austin, Corpus Christi Regional Transportation Authority, City of Houston, North Central Texas Regional Certification Agency, and South Central Texas Regional Certification Agency.

Texas Department of Transportation

THE STATE OF TEXAS

Texas Unified Certification Program
TUCP

Disadvantaged Business Enterprise Program

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

ARANDA & ASSOCIATES, INC. (05621)

Issuance Date: January 3, 2007

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

James Dassett

Director, Business Opportunity Programs Office

ATTACHMENT H
CONFLICT OF INTEREST CERTIFICATE

Hidalgo County RMA

Regional Mobility Authority

On November 17, 2006, the Hidalgo County Regional Mobility Authority (the "HCRMA") adopted a conflict of interest policy for consultants (the "Policy"). Under this Policy, any individual, firm, or team (including individual team members) submitting a proposal to the HCRMA shall disclose the existence of any current or previous (defined as terminating within 12 months prior to the submission of the proposal) business relationship with any of the HCRMA's personnel or outside consultants (the "Key Personnel"). This disclosure shall include information on: (i) the nature of the relationship, (ii) the current status, and (iii) the date of termination (or expected termination if known) of the relationship. *Failure to make the disclosure required is grounds for rejection of the proposal and disqualification from further consideration for the project or work which is the subject of the proposal.*

Consultants are required to keep their disclosures current at all times. Key Personnel may change from time to time. A current list of Key Personnel is maintained on the HCRMA's website.

For the purposes of disclosing potential conflicts of interest as of October 26, 2011, Key Personnel of the HCRMA are as follows:

Dennis Burleson, Chairman of the Board
Michael Cano, Vice Chairman of the Board
Joe Daniel Olivarez, Secretary of the Board
Alonzo Cantu, Board Member
David Guerra, Board Member
Forrest Runnels, Board Member

Integ Inc. (Godfrey Garza)
First Southwest Company, Financial Advisor (Richard Ramirez, Troy Madres)
Tuggey Fernandez LLP, General Counsel (Blakely Fernandez)
Law Offices of Daniel Rios, General Counsel (Daniel Rios)

Questions may be directed to Tuggey Fernandez, Blakely Fernandez, at 210-538-9933.

HIDALGO COUNTY REGIONAL MOBLITY AUTHORITY
CONFIDENTIAL DISCLOSURE STATEMENT CERTIFICATE

This Disclosure Statement outlines potential conflicts of interest as a result of a previous or current business relationship between any person or firm identified by the Hidalgo County Regional Mobility Authority (the "HCRMA") as Key Personnel and the undersigned individual (and/or firm for which the individual works).

This Disclosure Statement is being submitted in compliance with the RMA's Conflict of Interest Policy. The undersigned acknowledges that approval of the proposed management plan is within the sole discretion of the HCRMA.

SECTION I. Description of potential conflicts of interest.

N/A

SECTION II. Management plan for dealing with potential conflicts of interest as disclosed in Section I.

None

SIGNED: _____ DATE: _____

NAME AND TITLE: Daniel O. Rios, P.E. – Senior Vice President / Project Manager

REPRESENTING: S&B Infrastructure, Ltd.

Addendum attached: ☐ Yes (number of pages: _____) ☐ No

APPROVED BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY:
SIGNED: _____ ***DATE:*** _____

ATTACHMENT I
DEBARMENT CERTIFICATE

Texas Department of Transportation

CCO-16

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

(1) The **PROVIDER** certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

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

S&B Infrastructure, Ltd.
Name of Provider

Signature of Certifying Official

Senior Vice President
Title of Certifying Official

10-26-11
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

ATTACHMENT F
WORK AUTHORIZATION

This work authorization is issued in accordance with the Professional Engineering Services Agreement, dated March 28, 2012, **by and between the Hidalgo County Regional Mobility Authority and** S&B Infrastructure, LTD.

Work Task: Develop schematic (4-lane and update of Super Two); drainage studies and utility research for TCC modified more particularly described in Attachment B to this Work Authorization.

Cost: $887,287.51

Deliverables:
1) 4-lane schematic approved by TxDOT
2) Updated Super Two schematic approved by TxDOT
3) Overall Drainage Study approved by HCDD No. 1 including outfalls
4) Utility Maps
5) Any other deliverable required under the scope outlined in Attachment "B" to this W.A.

Completion Date: November 1, 2013

HCRMA Representative	**ENGINEER**
Signature: _____	**Signature:** _____
Date: _____	**Date:** _____

Exhibit A - Services to be Provided by HCRMA
Exhibit B - Detailed Scope of Services to be Provided by the Engineer
Exhibit C - Projected Fee Estimate
Exhibit D - Work Schedule

WORK AUTHORIZATION NO. 1
EXHIBIT A
SERVICES TO BE PROVIDED BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)

GENERAL

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

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

PS&E P.S. & E. Development (Preliminary)

The **HCRMA** will provide the following general items.

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

ROUTE AND DESIGN STUDIES (FC 110)

The **HCRMA** will provide the following:

Design Criteria

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

Schematic Update

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

SOC, ECO AND ENVIRON STUDIES & PUBLIC INVOLVEMENT (FC 120)

The **HCRMA** will provide the Environmental Document and electronic Constraints map for the project for development of the Environmental Permits, Issues and Commitments (EPIC) sheets and any other compliance issues.

RIGHT-OF-WAY DATA (FC 130)

The **HCRMA** will provide the following:

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

FIELD SURVEYING AND PHOTOGRAMMETRY (FC 150)

The **HCRMA** will provide the following:

Deliverables:

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

DRAINAGE (FC 161)

The **HCRMA** will provide the following:

1. Timely review/approval of the Hydraulic Study.

~~**MISCELLANEOUS ROADWAY (FC 163)**~~

~~The **HCRMA** will provide the following:~~

~~1. Timely review and approval of TCP in coordination with TxDOT.~~

~~2. Provide Aesthetic plans and details for project.~~

MANAGEMENT (FC 164)

The **HCRMA** will provide the following:

1. Attend/participate in progress meetings as required.
2. Timely review of submittals as required.

WORK AUTHORIZATION NO. 1
~~ATTACHMENT~~ EXHIBIT "B"
DETAILED SCOPE OF SERVICES

APPLICABILITY:

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

ABBREVIATIONS:

HCRMA shall mean Hidalgo County Regional Mobility Authority.

ENGINEER shall mean S&B Infrastructure, LTD.

TxDOT shall mean Texas Department of Transportation

FHWA shall mean Federal Highway Administration

IBWC shall mean International Boundary and Water Commission

USFWS shall mean United States Fish & Wildlife Service

THC shall mean Texas Historical Commission

SHPO shall mean State Highway Preservation Office

USACE shall mean United States Army Corps of Engineers

GSA shall mean General Services Administration

HCMPO shall mean Hidalgo County Metropolitan Planning Organization

FAA shall mean Federal Aviation Administration

MTP shall mean Metropolitan Transportation Plan

TIP shall mean Transportation Improvement Program

MUTCD shall mean Manual of Uniform Traffic Control Devices

AASHTO shall mean American Association of State Highway and Transportation Officials

LRFD shall mean Load & Resistance Factor Design

PS&E shall mean Plans, Specifications and Estimate

ACP shall mean Asphaltic Concrete Pavement

CSJ shall mean Control Section Job (highway project designation number)

PM shall mean HCRMA Program Manager

PROJECT DESCRIPTION

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

County/HCRMA: Hidalgo County

CSJ number: 3627-01-001 (currently assigned from FM 1016 to Fm 3072)

Project/Description: ~~Schematic Design for SH365 – Sta. 986+00 (McColl Road to US 281)~~Perform preliminary engineering including development of schematics, drainage studies, geotechnical services, utilities and development of plans, specifications and estimates (PS&E) and shop drawing review for the TCC modified east of McColl at STA 986+00 to US 281 / Military Road.

Length: ~~Miles Sta 986+00 to Sta 107+34.19 (Eq. 1191 + 89.31 BK = Sta 0+00 AH) (5.93 miles)~~ 5.94 Miles – McColl at STA 986+00 to US 281 / Military Road.

Highway: SH365- Trade Corridor Connector (TCC) (~~Segment # 2~~Modified)

Limits: (See Location Map Attached Labeled Attachment B-1)

Existing Facility: New Location

Proposed Facility: 4-lane divided controlled access toll facility

Project Classification

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

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

ROUTE AND DESIGN STUDIES
(Task 110)

Services Provided By: Engineer	HCRMA		
YES	NO	1.	Route Location Studies (From Dicker Road to US 281)
~~NO~~	~~YES~~	~~2.~~	~~Level of Service Analysis~~
~~NO~~	~~YES~~	~~3.~~	~~Traffic Evaluations and Projections~~
YES	YES	4.	Develop Roadway Design Criteria in accordance with Pass-Through Agreement. a. Prepare design summary report (DSR). b. Conduct Design Concept Conference.
YES	YES	5.	Preliminary Cost Estimates
YES	YES	6.	Value Engineering Study The Engineer shall be responsible for participating in one Value Engineering Study (VE Study) for the project. The VE study shall incorporate several lead disciplines along with the VE moderator and PM to participate in a week long study. The study shall consist of the Investigation Phase, Creative Phase, Evaluation Phase, Development Phase and the Presentation Phase. The Engineer shall document the complete study in a final Value Engineering Report. Representation from TxDOT and the HCRMA Board and PM shall be in attendance.
YES	YES	7.	Design Schematic (2-lane to 4-lane modification and verification of Super 2 schematic)
YES	NO	8.	Preliminary Right-of-Way Requirements based on the proposed 4-lane Schematic
~~YES~~	~~NO~~	~~9.~~	~~Soil Core Hole Drilling~~
~~YES~~	~~NO~~	~~a.~~	~~Pavement~~
~~YES~~	~~NO~~	~~b.~~	~~Retaining Walls~~
~~YES~~	~~NO~~	~~c.~~	~~Miscellaneous Structures~~
~~YES~~	~~NO~~	~~d.~~	~~Bridges~~
~~YES~~	~~NO~~	~~E.~~	~~Levees~~
YES	NO	10.	Obtain existing facility information. Coordinate and meet with following entities to obtain readily available information/documents illustrating topo or existing improvments: TxDOT, Cities, County, HCDD#1, IBWC, Irrigation Districts, and Utility Companies.
YES	NO		11. Schematic Layout (Revisions to Existing Schematic – Modify for 4-Lane Facility from McColl Road to Dicker Road and revise schematic as per Route Study from Dicker Rd to US 281) a. Layout shall include the location of interchanges, main lanes, grade separations, frontage roads and ramps. b. Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.

c. For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown. All signing shall be in conformance with the Texas MUTCD.

d. The tentative ROW limits.
   1. Provide preliminary earthwork cross sections to verify ROW requirements utilizing GEOPAK.
   2. Provide a graphics file containing the approved schematic.

e. Layout shall include the geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, bridges, and cross roads.

f. Indicate the current and projected traffic volumes as provided by the HCRMA (20 year traffic projection, unless otherwise determined by the District Engineer).

g. The control of access lines shall be shown on the proposed schematic.

h. Direction of traffic flow on all roadways.

i. Layout shall include the geometric of speed change (acceleration, deceleration, climbing) lanes.

j. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above and in the TxDOT's checklist for schematic layout.

k. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing.

12. Agreements and Permits

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

Due to the associated impacts of the floodway levee the Engineer shall be responsible for the preparation/packaging of a hydraulic report with associated hydraulic model for submission to the USIBWC for preliminary approval. The License Agreement is not part of this work order since all necessary documents required for agreement are not part of this work order.

The package should include:
1. The hydraulic model, with proposed floodway impacts due to the proposed bridge structure and the Levee relocations provided by the engineer
~~2. THC Concurrence letter from HCRMA~~
~~3. USFW Concurrence letter from HCRMA~~
~~4. US Army Corp of Engineers concurrence letter from HCRMA~~
5. Scour Analysis provided by the engineer

~~NO YES f. Required Coordination for splitting the project limits (two separate CSJ's)~~
~~1. Provide all project information to HCMPO for updating the MTP and TIP.~~
~~2. Provide all project information to the environmental consultant for updating the environmental document.~~

~~YES NO g. Exhibit for airway/highway clearance permits for FAA~~

~~YES NO h. USACE exhibits and permits for structures that impact waters of the US and wetlands. (Fee based on 2 projected impacts)~~

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

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

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

Engineer	HCRMA	
		1. Right-of-Way Map
~~YES~~	~~NO~~	~~a. ROW Map submitted by the Surveyor to the HCRMA shall be reviewed by the Engineer on the following items:~~
		~~1. Correctness of alignment and geometry~~
		~~2. Correctness of control of access lines as depicted on schematic~~
		~~3. Coordinate the final centerline alignment adjustment to finalize the ROW map.~~
~~NO~~	~~YES~~	~~b. Full compliance with ROW Map requirements as specified in TxDOT ROW Manuals.~~
		2. Utility Adjustments (All utilities are Compensable – 100% for Non-Permitted and 50% for Permitted)
YES	YES	a. The Engineer shall prepare an initial coordination letter and a project layout which will be distributed to various utility companies to determine which utilities are in the limits of the project.
YES	NO	b. The Engineer shall attend a Utility Kick-Off meeting with TxDOT, HCRMA and the utility companies.
YES	NO	c. The Engineer shall prepare a Utility Conflict Tracking Matrix table.
~~YES~~	~~NO~~	~~d. Upon completion of the preliminary drainage plans and Utility & Drainage (U&D) sheets and Irrigation sheets, the Engineer shall distribute these sheets to the various utility companies and request identification of their lines within the project limits.~~
~~YES~~	~~NO~~	~~e. The Engineer will coordinate with the Surveyor and the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.~~
YES	NO	f. The Engineer shall coordinate and approve an adjustment plan and preliminary estimates for all utilities impacting the proposed project construction.
~~YES~~	~~NO~~	~~g. The Engineer will be responsible for preparing any and all compensable utility agreements, in compliance with TxDOT requirements, and preparation of the final adjustment letters.~~
~~YES~~	~~NO~~	~~h. A due diligence package will be provided for the HCRMA for their use in processing reimbursements to utility companies.~~
~~YES~~	~~NO~~	~~i. Before a construction contract for the project is let, the Engineer shall provide a utility certification for the HCRMA's signature to TxDOT that all utilities have been adjusted/or a timeline of adjustment.~~
~~YES~~	~~NO~~	~~3. Design of Compensable Utilities~~
		~~a. Irrigation Structures~~
		~~1. Parallel~~
		~~2. Perpendicular Crossings / Siphons~~
		~~3. Irrigation Canals~~
~~N/A~~	~~NO~~	~~b. Various Pipelines~~

FIELD SURVEYING
(Task 150)

Services Provided By: Engineer	HCRMA		
		1.	Field Survey
YES	NO	a.	Coordinate with PM to obtain DTM data on voids and missing areas
YES	NO	b.	Coordinate with PM to obtain outfall design surveys
YES	NO	c.	Coordinate with PM to obtain utility company field ties
~~YES~~	~~NO~~	~~d.~~	~~Coordinate with Surveyor to provide final alignment for the preparation of the ROW Map~~
~~YES~~	~~NO~~	~~e.~~	~~Coordination with Surveyor to tie down geotechnical borings~~
~~YES~~	~~NO~~	~~f.~~	~~Coordination with Surveyor to stake centerline of proposed mainlanes~~

ROADWAY DESIGN
(Task 160)

Services
Provided By:
Engineer HCRMA

~~1. Geometric Design~~

~~YES NO a. Horizontal and Vertical Alignment~~

~~YES NO b. Geometric Layout for Plan and Profile Sheets~~

~~1. Layout shall include the location of interchanges, main lanes, grade separations, frontage roads and ramps.~~

~~2. Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.~~

~~3. Layout shall include the geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, bridges, and cross roads.~~

~~4. Direction of traffic flow on all roadways.~~

~~5. Layout shall include the geometric of speed change (acceleration, deceleration, climbing) lanes.~~

~~YES NO 2. General Guidelines for Project Development~~

~~a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. Copies of the four-lane freeway schematic layout shall be submitted through the TxDOT Pharr District office to the Design Division for approval and subsequent coordination with the FHWA. No geometric design is to be performed until the HCRMA and TxDOT have given the engineer written approval of the preliminary schematic layout.~~

~~b. All geometric design shall be in conformance with the latest version of the TxDOT's Standard Specification for Construction and Maintenance of Highways, Streets, and Bridges, and the Special Specification and Special Provisions related thereto, and shall conform to the latest edition and revisions of the State's Roadway Design Manual, except where variances are permitted in writing by the HCRMA and TxDOT.~~

~~c. Handling of traffic during construction shall be a consideration in the development of preliminary designs.~~

~~d. The engineer shall furnish a final cross-section plot for the project, which is of utmost importance since it is the basis for contractor payments and construction staking.~~

~~YES NO 3. Grading Design~~

~~a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.~~

~~b. Typical Sections~~

~~c. Design Cross Sections for roadways and outfalls.~~

~~d. Determine Cut and Fill Quantities for roadways and outfalls~~

~~4. Pavement Design~~

~~YES NO a. Prior to initiating detailed plan preparations for a project, an investigation shall be made to design the proposed pavement structure. TxDOT's computer program "The Flexible Pavement Design System (FPS) will be utilized for this purpose.~~

Services
Provided By:
Engineer HCRMA

~~YES NO~~ ~~b. A typical section for the proposed pavement design of main lanes, ramps, frontage roads and intersecting streets shall include pavement thicknesses as well as pavement cross slopes, lane and shoulder widths, ACP type and Asphalt binder.~~

~~c. Required geo-technical testing for Subgrade, salvage flexible base, recycle asphalt pavement (RAP).~~

~~YES NO~~ ~~1. Subgrade: tests will be performed for sulfate content to determine if addition of lime stabilization is a feasible method. If lime stabilization is determined to be a feasible method, a lime series test will be performed to determine the required percentage of lime. Plasticity Index (PI) of the subgrade throughout the project will also be tested to determine it's suitability of usage as embankment.~~

~~YES NO~~ ~~2. Salvage Flexible Base: Triaxial test will be performed to determine the strength of the salvage base and it's suitability to be used as a part of the proposed pavement.~~

~~YES NO~~ ~~3. Recycle Asphalt Pavement (RAP): Extraction tests will be performed on existing ACP to determine the asphalt content as well as gradations for the potential use by the contractor in the proposed ACP mix design.~~

~~NO YES d. Traffic Data for Pavement Design~~

~~YES NO e. Basic Pavement Design Criteria~~

~~YES NO f. Life Cycle Cost Analysis (es) for flexible pavement~~

~~YES NO g. Provide a full pavement design report~~

DRAINAGE
(Task 161)

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

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

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION
(Task 162)

Services Provided By: Engineer	HCRMA		
YES	NO	1.	Preliminary Signing and Pavement Markings (Conducted at the Schematic Level) The schematic layout in addition to the roadway related features will show:

a. The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
b. The projected traffic volumes as provided by the HCRMA (20 year traffic projection)
c. Proposed ROW lines
d. Arrows with direction of traffic flow on all roadways
e. Location of Large Ground Mounted Signs and their message
f. Location of Large Bridge Mounted Signs and their message
g. Location of Trailblazer Signs (type D) and their message

~~YES NO 2. Signing and Pavement Markings Layouts (Conducted at the PS&E Level & Individual sheets for Signing and Pavement Markings are Anticipated to be Required)~~

~~YES NO a. Boring Logs needed for design of sign foundations~~

~~YES NO b. General Requirements~~
- ~~Prepare General Notes for Signing and Pavement Markings~~
- ~~Prepare governing specifications and provisions~~
- ~~Prepare Cost Estimate~~
- ~~Select TxDOT standard sheets~~

~~c. Signing and Pavement Markings Layouts (1"=100' scale)~~
- ~~Legend with symbols~~
- ~~Center line with station numbering~~
- ~~ROW lines~~
- ~~Culverts and other structures that present a hazard to traffic~~
- ~~Location of utilities, if not shown on plan and profile~~
- ~~Existing signs to remain, to be removed, to be relocated~~
- ~~Proposed small signs (illustrated and numbered)~~
- ~~Proposed Large ground mounted signs indicating location by plan layout~~
- ~~Proposed large overhead mounted signs indicating location by plan layout~~
- ~~Proposed pavement markings (illustrated and quantified)~~
- ~~Quantities of existing pavement markings to be removed~~
- ~~Proposed delineators and object markers~~
- ~~Quantities table with each pavement marking type quantified~~

~~YES NO d. Summary of Small Signs Tabulation Sheets~~

~~YES NO e. Summary of Large Signs Tabulation Sheets (includes all Guide Signs)~~

~~YES NO f. Sign Panel Detail Sheets~~
- ~~All signs not covered by the Texas MUTCD~~
- ~~Design details for large guide signs~~
- ~~Dimensions of letters, shields, borders, corner radii etc.~~
- ~~Designation of shields attached to guide signs~~
- ~~Designation of arrow used on exit direction signs~~

Services
Provided By:
Engineer HCRMA

~~YES NO g. Proposed Overhead Sign Bridge Design (O.S.B.). Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures. Proposed O.S.B. elevation Sheets will show at a minimum the following: (Note: No walkways or sign lights will be used, since all sign panels will have high intensity reflective sheeting)~~

- ~~Span length~~
- ~~Tower Height~~
- ~~Drill Shaft size and top elevation~~
- ~~Soil strength used for design {indicate basis and boring(s) used}~~
- ~~Reference appropriate O.S.B. standard~~
- ~~Center line of truss elevation~~
- ~~Bottom of base plate elevation~~
- ~~Leg spacing~~
- ~~Design wind speed~~

~~3. Conduct Traffic Signal Warrant Studies (Conducted at the Schematic Level)~~

~~YES NO a. Location Map: Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators~~
~~YES NO b. Photographs in the vicinity of the signal under consideration~~
~~NO YES c. Accident data for the past four years at the proposed interchange locations~~
~~d. Vehicle volumes~~
~~YES NO Existing~~
~~NO YES Estimated~~
~~NO YES Projected~~
~~NO NO Pedestrian~~
~~YES NO e. Warrant Analysis and Assessment~~
~~YES NO f. Recommendations~~

~~YES NO 4. Traffic Signal Design (Conducted at the PS&E Level)~~

~~a. General Requirements~~
- ~~Contact Local Utility Company, conduct joint field investigation, determine service drop locations, determine need for adjustment of overhead utility lines~~
- ~~Prepare General Notes for Traffic signal installation~~
- ~~Prepare governing specifications and provisions~~
- ~~Prepare Cost Estimate for Traffic signal installation~~
- ~~Select TxDOT standard sheets~~

~~b. Basis of estimate sheet (list of materials)~~
~~c. General notes sheet~~
~~d. Condition diagram~~
- ~~Existing intersection design features~~
- ~~Adjacent Roadside development~~
- ~~Existing traffic control including illumination~~

~~e. Proposed Signal Plan Layouts~~
- ~~Existing traffic control devices that will remain (signs and markings)~~
- ~~Existing utilities~~
- ~~Proposed highway improvements~~

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

~~f. Signal Phasing and Timing~~

- ~~Phase sequence diagram~~
- ~~Interval timing, cycle length and offsets~~

~~g. Electrical Schedule Table~~

- ~~Wire and conduit sizes by cable run~~
- ~~Quantities by cable run~~
- ~~Loop detector cables~~
- ~~Signal cables~~
- ~~Pedestrian cables~~
- ~~Safety lighting cables~~

~~h. TxDOT Standard Sheets~~

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

MISCELLANEOUS (ROADWAY)
(Task 163)

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

Services Provided By: Engineer	HCRMA		
			~~b. Alternate Patented Retaining Walls at all locations. (Layouts Only)~~
~~YES~~	~~NO~~		~~1. Mechanically Stabilized Earth~~
~~NO~~	~~NO~~		~~2. Concrete Block Wall Systems~~
~~YES~~	~~NO~~		~~c. Retaining Wall Layout (PLAN)~~
			~~1. Designation of reference line~~
			~~2. Beginning and ending retaining wall stations~~
			~~3. Station of each retaining wall joint (if necessary based on wall type)~~
			~~4. Offset from reference line~~
			~~5. Horizontal curve data~~
			~~6. Number of retaining wall panels and lengths (if necessary based on wall type)~~
			~~7. Total length of wall~~
			~~8. Indicate face of wall~~
			~~9. All wall dimensions and alignment relations (alignment data as necessary)~~
			~~10. Soil core hole locations~~
~~YES~~	~~NO~~		~~d. Retaining Wall Layout (ELEVATION)~~
			~~1. Top of wall elevations at each joint or intervals~~
			~~2. Existing and finished ground line elevations~~
			~~3. Height of stem at each joint (if necessary based on wall type)~~
			~~4. Wall panel designations (if necessary based on wall type)~~
			~~5. Top of footing elevations (if necessary based on wall type)~~
			~~6. Limits of measurement for payment~~
			~~7. Type, limits and anchorage details of railing (If applicable)~~
			~~8. Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.~~
~~YES~~	~~NO~~		~~e. Foundation Studies. The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments.~~
~~YES~~	~~NO~~		~~f. Slope Stability Analysis.~~
~~YES~~	~~NO~~		~~g. Embankment Foundation Stability Analysis~~
~~YES~~	~~NO~~		~~h. Embankment Settlement Analysis~~
~~YES~~	~~NO~~		~~i. Estimate~~
~~YES~~	~~NO~~		~~j. Summary of Quantities~~
~~YES~~	~~NO~~		~~k. Typical cross section.~~
~~YES~~	~~NO~~		~~l. General Guidelines for Retaining Walls~~
			~~1. The engineer shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation.~~
			~~2. The ground water level should be observed at the water strike.~~
			~~3. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.~~
YES	NO	4.	Traffic Control Plan, Detours and Sequence of Construction

Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:

~~a. General Notes indicating the requirement and sequence of construction phasing.~~
b. The sequence of construction and method of handling traffic during each phase.

Services
Provided By:
Engineer HCRMA

~~c. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.~~

~~d. The proposed traffic control devices (stop signs, signals, flagging, etc.) at grade intersections during each construction sequence.~~

~~e. Where detours are provided, a plan view and typical sections shall be shown.~~

~~5. Miscellaneous Drafting/Standards~~

~~YES NO a. Erosion Control~~

~~YES YES b. Hardscape Development (Aesthetics for concrete structures – form liners at bridge, caps columns bents and retaining walls~~

~~YES NO 6. Compute and Tabulate Quantities~~

~~YES NO 7. Specifications, Special Provisions, Special Specifications~~

~~a. Use the TxDOT standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the TxDOT's format and, to the extent possible, incorporate references to approved State test procedures.~~

~~YES YES 8. Tolling Infrastructure~~

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

BRIDGE DESIGN
(Task 170)

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

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

Services
Provided By:
Engineer HCRMA

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

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

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

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

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

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

~~YES NO 8. General Guidelines for Bridge Design~~

~~a. The engineer shall prepare a bridge layout of each bridge structure for HCRMA and TxDOT's review and approval. The bridge layout shall be in conformance with the latest TxDOT's requirements.~~

~~b. The engineer shall make final design calculations and final detail drawings in conformance with the Texas Department of Transportation Bridge Design Manual - LRFD, the current American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications, and the TxDOT Bridge Geotechnical Manual.~~

~~c. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.~~

~~d. Standard drawings for beams, girders, railings, riprap, etc., shall be furnished to the engineer upon request. These standards shall not be redrawn by the engineer nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the engineer shall not be identified as standards.~~

~~e. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the Engineer at no cost to the HCRMA.~~

PROJECT MANAGEMENT
(Task 164)

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

CONSTRUCTION MANAGEMENT
(Task 320)

Services Provided By: Engineer	HCRMA		
~~NO~~	~~YES~~	~~1.~~	~~Construction Bidding Assistance~~ ~~After acceptance by HCRMA of the Bidding Documents and upon written authorization by HCRMA to proceed, Engineer shall:~~ ~~a. Assist HCRMA in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any.~~ ~~b. Develop Addenda for HCRMA as appropriate to clarify, correct, or change the Bidding Documents.~~ ~~c. Provide Project design information or assistance needed by HCRMA in the course of the bid submittal with prospective contractors.~~ ~~d. Advise the HCRMA as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.~~ ~~e. Attend the Bid opening, prepare Bid tabulation sheets, and assist HCRMA in evaluating Bids and recommend award of contract.~~
		~~2.~~	~~Services during Construction~~ ~~Upon successful completion of the Bidding, and upon concurrence from HCRMA, Engineer shall:~~
~~YES~~	~~YES~~		~~a. Pre-Construction Conference. Participate in a Pre-Construction Conference (if required)~~ ~~Prior to commencement of Work at the Site~~
~~YES~~	~~NO~~		~~b. Review and approval of Shop Drawings. Other data which Constructor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods.~~
~~NO~~	~~YES~~		~~c. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.~~
~~YES~~	~~NO~~		~~d. Interpretation of Intent. The Engineer shall provide interpretation and clarification of design intent throughout the construction of the project.~~

PROJECT: SH 365 PS&E (Just east of McColl Road to STA 986+00 to US 281 / Military Road
CLIENT: Hidalgo County RMA
CONTRACT: x
CSJ: x
COUNTY: Hidalgo
S & B JOB NO.: xxx

03/09/12

EXHIBIT "C"
S&B INFRASTRUCTURE, LTD. PROJECTED TEAM FEE ESTIMATE FOR WORK AUTHORIZATION NO. 1

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS Project Manager	Senior Structural Engineer	Senior Engineer	Project Engineer	Design Engineer	Engineer in Training (EIT)	Engineer Tech	CADD Operator	Admin/Clerical	TOTAL HRS	ESTIMATED FEE	TOTALS
	110	ROUTE AND DESIGN STUDIES														
681008		Route Location Studies (Dicker Road to US 281)	S & B	BASIC	4		20	80	80	80		80		264	$34,273.84	
682110		Develop Roadway Design Criteria	S & B	SPECIAL	2									2	$464.72	
681021		Preliminary Cost Estimates	S & B	SPECIAL	4		24		24					52	$7,203.04	
682150		Design Schematic (Mcoll Road to US 281)	S & B	SPECIAL	20		100	300	300	300		300		1,320	$133,319.20	
682160		Preliminary ROW Requirements based on Cross Sections	S & B	SPECIAL	24		80		40	40		40		224	$27,447.44	
682110		Design Concept Conference	S & B	SPECIAL	4		4		4				4	16	$2,195.80	
		Design Concept Conference	DOS	SPECIAL											$3,208.00	
682110		Asssist in preparation and review Design Concept Conference Meeting Notes & DSR	S & B	SPECIAL	2		4		4				4	14	$1,731.08	
		Value Enginnering Study														
682110		Development of project drivers, constraints, decisions and commitments	S & B	SPECIAL	10	10									$3,921.10	
682110		Development of functional areas, brain storming of ideas to be considered	S & B	SPECIAL	10	10									$3,921.10	
682110		Development of advantages and disadvantages for each functional area	S & B	SPECIAL	10	10									$3,921.10	
682110		Presentation of findings and development of report	S & B	SPECIAL	10	10									$3,921.10	
682110		Attendance of Study	UCE	SPECIAL											$7,800.00	
684540		Relocation of Floodway Levee Analysis	S & B	SPECIAL	16		80					40		136	$17,920.56	
		Sub Total (110 - ROUTE AND DESIGN STUDIES)			**116**	**40**	**312**	**380**	**452**	**420**	**0**	**460**	**8**	**2,028**		**$251,248.08**
	120	SOCIAL & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT														
		General FC 120 Categories														
682170		Assist PM for 2 Public Meetings	S & B	SPECIAL	36		36							72	$13,592.88	
682170		Attend 2 Public Meetings	S & B	SPECIAL	8		8							16	$3,020.64	
682170		Attend and Assist at stakeholders meetings	S & B	SPECIAL	24		24							48	$9,061.92	
		Sub Total (120 - SOCIAL & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT)			**68**	**0**	**68**	**0**	**0**	**0**	**0**	**0**	**0**	**136**		**$25,675.44**
	130	RIGHT-OF-WAY DATA														
684562		Oversight of subcontractor	S & B	SPECIAL	4		40		120					164	$20,679.84	
682440		Special Utility Details (Water &Sanitary Sewer)	SEA	SPECIAL											$22,922.85	
682530		Utility Adjustments- Evaluate conflicts & preliminary drawings for Agreements (See DOS man-hours for breakdown)	DOS	SPECIAL										0	$89,428.00	
		Sub Total (130 - RIGHT-OF-WAY DATA)			**4**	**0**	**40**	**0**	**120**	**0**	**0**	**0**	**0**	**164**		**$133,030.69**
	161	DRAINAGE														
682310		Drainage Area Maps - determine and calculate Overall and Individual Maps	S & B	BASIC	10		24		40			80		154	$15,626.48	
682310		Hydrologic data/discharge determination Existing and Proposed	S & B	BASIC	4		60		60					124	$16,613.44	
682321		Hydraulic Computations - Storm sewers/inlets/culverts -- Sizing	S & B	BASIC	4		240		240			20		504	$64,958.04	
682321		Hydraulic Reports (Roadway Improvements)	S & B	SPECIAL	2		60		30			16		108	$13,697.40	
682321		FEMA floodway requirements	S & B	BASIC	4		60							64	$9,642.64	
682300		Outfall channel(s) outside ROW - analyze exist. or prop.	S & B	BASIC	2		80		120			120		322	$33,779.52	
682300		Levee Relocations	S & B	SPECIAL	16		160		240			80		496	$60,006.56	
682300		Levee Mitigation	S & B	SPECIAL	12		80		120			80		292	$33,517.92	
682300		Scour Calculation at pilot channel	S & B	SPECIAL	2		40		40					82	$10,920.72	
682300		Bridge Modeling within Floodway	S & B	SPECIAL	48		170	400						618	$85,508.68	
		Hydraulic Reports (Floodway and Levee Relocation)	S & B	SPECIAL	2		60		30			20		112	$13,955.92	
682300		IBWC Coordination	S & B	SPECIAL	16		40		40			40	40	176	$18,966.56	
		Sub Total (161 - DRAINAGE)			**122**	**0**	**1,074**	**400**	**960**	**0**	**0**	**456**	**40**	**3,052**		**$377,193.88**

PROJECT: SH 365 PS&E (Just east of McColl Road to STA 986+00 to US 281 / Military Road
CLIENT: Hidalgo County RMA
CONTRACT: x
CSJ: x
COUNTY: Hidalgo
S & B JOB NO.: xxx

03/09/12

EXHIBIT "C"
S&B INFRASTRUCTURE, LTD. PROJECTED TEAM FEE ESTIMATE FOR WORK AUTHORIZATION NO. 1

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS Project Manager	Senior Structural Engineer	Senior Engineer	Project Engineer	Design Engineer	Engineer in Training (EIT)	Engineer Tech	CADD Operator	Admin/Clerical	TOTAL HRS	ESTIMATED FEE	TOTALS
	162	SIGNING, MARKINGS AND SIGNALIZATION														
682260		Signing Layouts	S & B	BASIC	3	5	5	46				36		95	$10,260.43	
		Sub Total (162 - SIGNING, MARKINGS AND SIGNALIZATION)			3	5	5	46	0	0	0	36	0	95		$10,260.43
	163	MISCELLANEOUS ROADWAY														
682250		Traffic Control Plan	S & B	BASIC	3		12		12			35		62	$6,095.93	
682120		Estimates for Utilities	DOS	SPECIAL											$11,324.00	
		Sub Total (163 - MISCELLANEOUS ROADWAY)			3	0	12	0	12	0	0	35	0	62		$17,419.93
	164	GENERAL COORDINATION														
681002		a Project Manager (Proj Coord)(3 HRS/WK)	S & B	SPECIAL	46									46	$10,688.56	
681010		b Project Manager Weekly Meeting (Prog. Rpts)	S & B	SPECIAL	15									15	$3,485.40	
681010		c Proj. Meetings (30%& 100% Submittals)	S & B	SPECIAL	5		5							10	$1,887.90	
681010		Project Meetings and Monthly coordination	DOS	SPECIAL											$10,486.00	
681010		c Prepare Proj. Meetings Notes	S & B	SPECIAL			4						16	20	$1,463.92	
681004		e Project Secretary /CLERICAL (2 hrs/week)	S & B	SPECIAL							64		104	168	$11,316.08	
		Sub Total (164 - GENERAL COORDINATION)			66	0	9	0	0	0	64	0	120	259		$39,327.86
					382	45	1,520	826	1,544	420	64	987	168	5,796		$854,156.31
		LABOR TOTALS														$854,156.31
		Total Hours	MULTIPLIER		382	45	1,520	826	1,544	420	64	987	168	5,796		
		CONTRACT RATES: ($/MAN-HOUR)	2.904496		232.36	159.75	145.22	124.17	116.18	75.52	87.13	64.63	55.19			
		BASE RATES: ($/MAN-HOUR)			80.00	55.00	50.00	42.75	40.00	26.00	30.00	22.25	19.00			
		DIRECT LABOR COSTS			$ 30,560.00	$ 2,475.00	$ 76,000.00	$ 35,311.50	$ 61,760.00	$ 10,920.00	$ 1,920.00	$ 21,960.75	$ 3,192.00			
		Overhead Multiplier			$ 48,691.25	$ 3,943.42	$ 121,090.80	$ 56,261.81	$ 98,402.21	$ 17,398.84	$ 3,059.14	$ 34,990.06	$ 5,085.81			
		Fixed Fee			$ 9,510.15	$ 770.21	$ 23,650.90	$ 10,988.80	$ 19,219.47	$ 3,398.26	$ 597.50	$ 6,834.10	$ 993.34			
		TOTAL			88,761.40	7,188.63	220,741.70	102,562.11	179,381.68	31,717.10	5,576.64	63,784.91	9,271.15			
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)			10%	1%	26%	12%	21%	4%	1%	7%	1%			
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)			7%	1%	26%	14%	27%	7%	1%	17%	3%			
	160	NON LABOR														
52300		FedEx Courier	S & B	SPECIAL											$660.00	
50550		Schematic Plots for Submittal	S & B	SPECIAL											$3,000.00	
50550		Reimbursible Expenses	DOS	SPECIAL											$9,000.00	
50551		Reimbursible Expenses	UCE												$1,300.00	
50550		Mounting of Schematic for Public Hearing	S & B	SPECIAL											$5,000.00	
50550		Outside reproduction Reports	S & B	SPECIAL											$2,500.00	
50550		Newspaper Advertisements for Bidding	S & B	SPECIAL											$0.00	
50550		Posting of Bidding Documents on Website	S & B	SPECIAL											$0.00	
50550		Paper Copies of 30% and 100% Submittals	S & B	SPECIAL											$0.00	
50550		Mylar Plots Outside reproduction (Plan Sets)	S & B	SPECIAL											$0.00	
52400		Travel - Mileage	S & B	SPECIAL		Mileage per trip =	40	Trips =	20		$ 0.510				$408.00	
52400		Travel to District & RMA Office- Mileage	S & B	SPECIAL		Mileage per trip =	40	Trips =	8		$ 0.510				$163.20	
52400		Travel - Lodging	S & B	SPECIAL		Persons =	3	Nights =	4		$ 100.00				$1,200.00	
52200		Travel - Meals	S & B	SPECIAL		Persons =	3	Days =	4		$ -				$0.00	
52400		Travel - Airfare 4 Trips to El Paso	S & B	SPECIAL		Persons =	3	Trips=	4		$ 750.00				$9,000.00	
52400		Travel - Rental Vehicle	S & B	SPECIAL			3	Trips =	4		$ 75.00				$900.00	
		Sub Total (F.C. 160)														$33,131.20
		NON LABOR TOTAL													$33,131.20	
		BASIC SERVICE TOTAL													$ 191,250.32	
		SPECIAL SERVICE TOTAL													$ 694,737.19	
		PROJECT TOTAL														$887,287.51

3/16/2012

SH-365 Trade Corridor Connector
PROJECT MANHOUR COST ESTIMATE

TASK	DL, INC						
	PRINCIPAL $ 249 / hr	PROJ. MANAGER $ 220 / hr.	PROJECT ENGINEER $ 172 / hr.	SENIOR DESIGNER $ 149 / hr	TECH III $ 86 / hr	CLERICAL $ 72 / hr	REIMBURSED COSTS
A. ENGINEERING FEES							
I. TASKS	$ 249.00	$ 220.00	$ 172.00	$ 149.00	$ 86.00	$ 72.00	
Design Concept Conference	8	8	8		8	1	
Attendance Value Engineering Study							
Technical Assistance in the preparation of Public Meetings/Hearings, and Exhibit Preparation							
Assist the Environmental Consultant to Respond to Tech. Question Receive During the Public Meeting/Hearing							
Coordinate with GEC and Surveyor for Utilities							
Develop Correspondence & Exhibits to Provide to Utility Owners			4	8	40	12	
Coordinate, Meet with TxDOT & Obtain and Review Available Plans for the Area	1		12		12	1	
Coordinate, Meet with IBWC & Obtain and Review Available Plans & Permits for the Area	1		12		12	1	
Coordinate, Meet with Hidalgo County Irrigation District No. 2 & Obtain and Review Available Plans for the Area	1		8	8	16	1	
Coordinate, Meet with Hidalgo County Irrigation District No. 3 & Obtain and Review Available Plans for the Area	1		12	8	16	1	
Coordinate, Meet with AEP & Obtain and Review Available Plans for the Area	1		12		8	1	
Coordinate, Meet with SW Bell & Obtain and Review Available Plans for the Area	1		8		8	1	
Coordinate, Meet with City of McAllen & Obtain and Review Available Plans for the Area	1		4		12	1	
Coordinate, Meet with City of Pharr & Obtain and Review Available Plans for the Area	1		4		12	1	
Coordinate, Meet with City of San Juan & Obtain and Review Available Plans for the Area	1		4		12	1	
Coordinate, Meet with Military Highway Water & Obtain and Review Available Plans for the Area	1		4		8	1	
Coordinate, Meet with HCDD #1 & Obtain and Review Available Plans for the Area	1		8		16	1	
Coordinate, Meet with Gas Providers & Oil & Gas Obtain and Review Available Plans for the Area	1		40		40	1	
Create Existing Utility Layout			40	40	120	1	
Develop Utility Communications Folder for Each Utility.			24		40	48	
Develop additional Layouts of Recently Installed Utilities (Plan & Profiles)							
Prepare Monthly Reports of Progress	6	6	20		6	4	
Participate Utility Coordination Meeting		2	2		12		
Exhibit for Airway/Highway Clearance Permit							
Utility & Irrigation Sheets Design							
Storm Water Pollution Prevention Plan (SW3P)							
Quantity Summary Sheets							
Special Utility Details (Electrical, Gas, Cable, Fiber, etc)							
Exhibit for Utility Agreements (Based on Schematic)							
Preliminary Cost Estimate	4	8	20	20	80	2	
General Notes							
Address review Comments from all Agencies							
Coordinate with Survey Company							
Reimbursable Expenses (Mileage, Printing, etc)							$9,000
TOTAL MAN-HOURS	**30**	**24**	**246**	**84**	**478**	**80**	
TOTAL FEES	**$7,470**	**$5,280**	**$42,312**	**$12,516**	**$41,108**	**$5,760**	**$9,000**
TOTAL COST		**$123,446**					

DL INC

PROJECT: SH 365

CLIENT: Hidalgo County RMA

Salinas Engineering & Associates -- COST PROPOSAL

FUNCTION CODE & ACTIVITY CODE	DESCRIPTION	FIRM	SERVICE	MAN-HOURS Project Manager (VIII)	Engineer (V) Structural	Senior Engineer	Env Scientist	Senior Engineer Tech	Enginer Tech	Cost Manager	CADD Operator / Tech (I)	Secretary	TOTAL HRS	ESTIMATED FEE	TOTALS
163	**Miscellaneous Technical Activities**														
	Special Utility Details	SEA	SPECIAL	45		30		20	25		90	35	245	$18,560.05	
	Sub Total (F.C. 310 ~ 313)			**45**	**0**	**30**	**0**	**20**	**25**	**0**	**90**	**35**	**245**		**$18,560.05**
	CONSTRUCTION				**0**		**0**	**20**	**25**	**0**	**90**	**35**	**245**		
	PROJECT MANAGEMENT (TOTAL)				**0**		**0**	**0**	**0**	**0**	**0**	**0**	**0**		
	Sub Total Labor (F.C. 110 - 170, 164)			**45**	**0**	**30**	**0**	**20**	**25**	**0**	**90**	**35**	**245**		**$18,560.05**
	Total Hours	MULTIPLIER		45	0	30	0	20	25	0	90	#REF!	#REF!	0	
	CONTRACT RATES: ($/MAN-HOUR)	2.3979		143.87	119.90	119.90	86.32	71.94	62.35	86.06	47.96	33.57			
	BASE RATES: ($/MAN-HOUR)			60.00	50.00	50.00	36.00	30.00	26.00	35.89	20.00	14.00			
	NON LABOR														
52300	Plots	SEA	SPECIAL											$250.00	
50550	Mylar Plots Outside reproduction	SEA	SPECIAL											$75.00	
50550	Copies Color (8.5X11)	SEA	SPECIAL											$125.00	
50550	Copies Colot (11X17)	SEA	SPECIAL											$125.00	
52400	Mileage	SEA	SPECIAL											$787.80	
52400	Complex Traffic Control	SEA	SPECIAL											$3,000.00	
	Sub Total (NON-LABOR)														**$4,362.80**
													NON LABOR TOTAL	**$4,362.80**	
													BASIC SERVICE TOTAL	**$ -**	
													SPECIAL SERVICE TOTAL	**$18,560.05**	
													PROJECT TOTAL		**$22,922.85**

Project Name: Hidalgo County Trade Corridor Connector
Scope: Value Engineering Study
Prepared By: Unintech Consulting Engineers, Inc.
For: S&B Infrastructure, LTD.

ITEM	TASK	Principal	Project Manager	Senior Structural Engineer	Project Engineer	Design Engineer	CADD Tech	Clerical	Task Hours	Expenses	TOTAL
	Labor Rate $/hour	$195	$165	$165	$130	$100	565	$45			
		UNINTECH HOURS (CONSULTING)									Extension
	Services in this Task	40	0	0	0	0	0	0	40	$ 1,300.00	$ 9,100.00
	Percentage of Time by Labor Classification (UNINTECH)	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%		
FC 164	**Value Engineering Study**	40	0	0	0	0	0	0	40		$ 7,800.00
1	Value Engineering Study (1 week = 5 days)	40							40		$ 7,800.00
									0		$ -
									0		$ -
									0		$ -
									0		$ -
									0		$ -
									0		$ -
									0		$ -
									0		$ -
									0		$ -
									0		$ -
									0		$ -
									0		$ -
									0		$ -
									0		$ -
									0		$ -
Direct Expenses									Total		
Lodging / Hotel ($100 / day / person)		5							5	$ 500.00	
Meals ($35.00 / day / person)		5							5	$ 175.00	
Mileage ($0.50 / mile)									0	$ -	
Car Rental ($75.00 / day)		5							5	$ 375.00	
Air Travel ($250 / trip / person)		1							1	$ 250.00	
Microstation CADD system w/ plotter ($16.00 / hour)									0	$ -	
Mylar (11" X 17") ($2.00 / sheet)									0	$ -	
Overnight Mail - letter size ($15.00 each)									0	$ -	
Overnight Mail - oversized box ($38.00 each)									0	$ -	
Photocopies B/W (8.5"x11") ($0.10 each)									0	$ -	
Photocopies B/W (11"x17") ($0.25 each)									0	$ -	
Photocopies Color (8.5"x11") ($0.65 each)									0	$ -	
Photocopies Color (11"x17") ($1.20 each)									0	$ -	

S&B Infrastructure, LTD

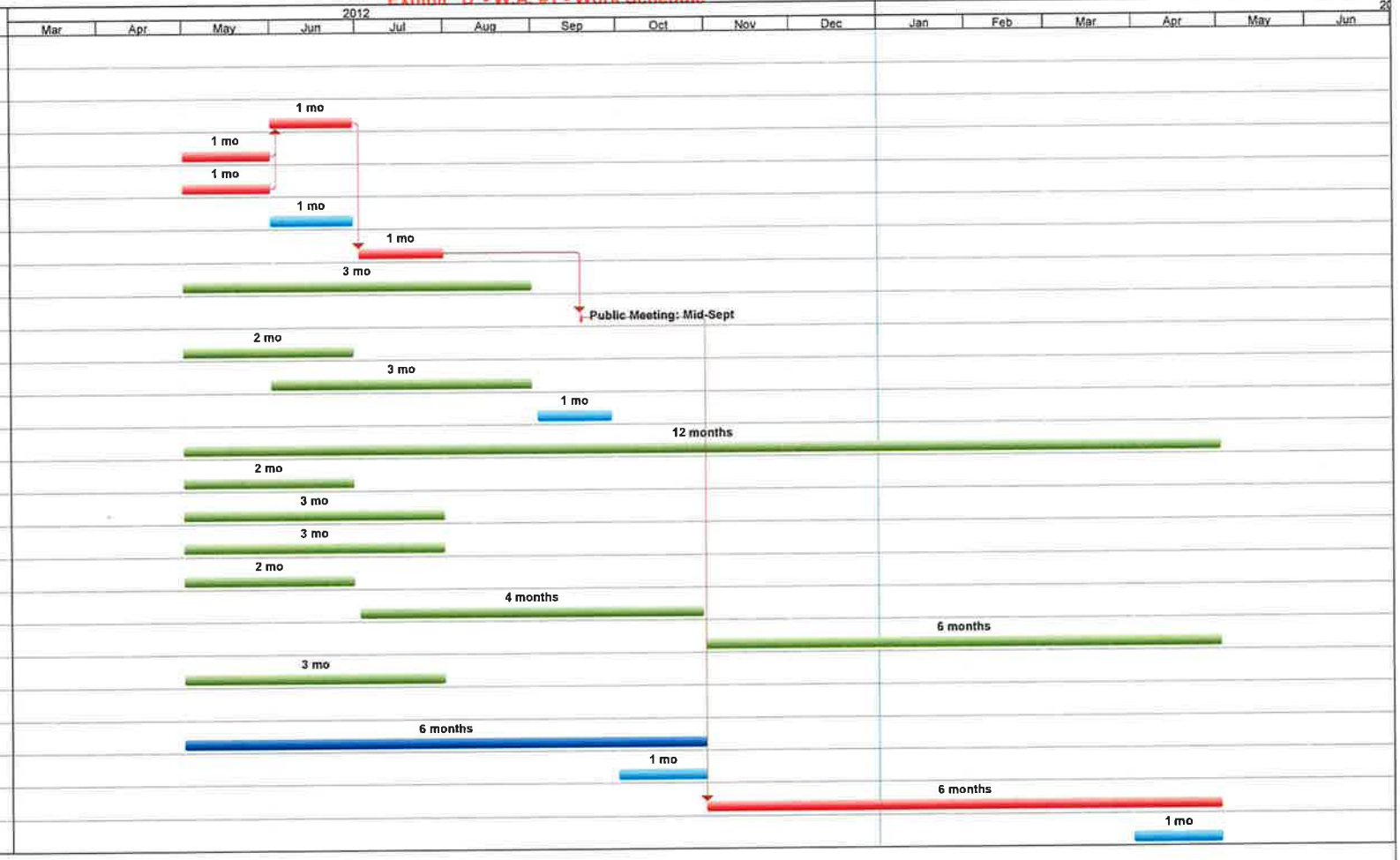
SH 365/ Trade Corridor Connector (TCC)

From just east of McColl Rd (Sta.986+00) to US 281/Military Road

Exhibit "D"- W.A. #1 - Work Schedule

HCRMA

ID	Task Name
1	
2	SPECIAL SERVICES
3	TASK 1 - Value Engineering Participation
4	TASK 2.1 - Schematic for Super-2 Facility
5	TASK 2.2 - Schematic for 4-Lane Facility
6	Review by HCRMA and TxDOT
7	Final Revisions to Schematics
8	TASK 3 - Public Involvement Support
9	Public Meeting
10	TASK 4 - Right-of-Way Coordination
11	TASK 5 - Pavement Design (entire length) (NOT APPLICABLE)
12	Review by HCRMA and TxDOT (NOT APPLICABLE)
13	TASK 6.1 - Special Coordination and Mtgs
14	TASK 6.2 - Preliminary Design Information
15	TASK 7 - Geothecnical Laboratory Tests (NOT APPLICABLE)
16	TASK 8 - Route and Design Studies
17	TASK 9.1 - Mapping Utility Locations
18	TASK 9.2 - Utility Conflict Tracking Matrix
19	TASK 9.3 - Field Utility Coordination
20	TASK 10 - Field Surveying Coordination
21	PS&E SERVICES - DRAINAGE
22	TASK 161.01- Preliminary Drainage Study
23	Review by HCRMA and TxDOT
24	TASK 161.02- Outfall Drainage Comp.
25	Review by HCRMA and TxDOT



Task 5 and Task 7 performed by others.

CRITICAL PATH — SPECIAL TASKS — PS&E TASK — HCRMA/ TxDOT Review

SH365-TCC Att-D Sppl#1 Schedule.mpp

HIDLAGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	_____	**AGENDA ITEM**	**6**
PLANNING COMMITTEE	**X**	**DATE SUBMITTED**	**4/24/12**
FINANCE COMMITTEE	_____	**MEETING DATE**	**4/26/12**
TECHNICAL COMMITTEE	_____		

1. Agenda Item: **DISCUSSION, CONSIDERATION AND RECOMMENDATION CANCELLING EXISTING CONTRACTS FOR DESIGN AND ENGINEERING SERVICES FOR THE TRADE CORRIDOR CONNECTOR (TCC) AND AUTHORIZING A NEW PROCUREMENT FOR THE THE SELECTION OF PROFESSIONAL ENGINEERING SERVICES FOR SH365/TCC (MODIFIED) PROJECT WITH THE LIMITS FROM FM 396 (ANZALDUAZ ROAD) TO US 281/ MILITARY ROAD; SUCH PROCUREMENT MAY INCLUDE THE SELECTION OF MULTIPLE ENGINEERS.**

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

   Consideration and recommendation on cancellation of existing design and engineering services with L&G Engineering and S&B Infrastructure for design of segments 1 and 2 of the TCC modified.

3. Policy Implication: Board Policy, Texas Government Code

4. Budgeted: ___Yes ___No _X_N/A

   Funding Source:

5. Staff Recommendation**: Motion to recommends disapproval of request to cancel existing contracts for design and engineering services for the SH365/Trade Corridor Connector.**

6. Board Attorney: _X_Approved ___Disapproved ___None

7. Executive Director's Recommendation: ___Approved _X_Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Rick Perez, Chairman – Planning Committee

From: Pilar Rodriguez, PE, Executive Director

Date: April 24, 2012

Re: **Request to Cancel Existing Design & Engineering Contracts for Trade Corridor Connector**

At the October 27, 2011, regular meeting, the Board of Directors awarded professional engineering design services to L&G Engineering and S&B Infrastructure for the SH365/TCC segments 1 and 2. The design services awarded are to provide plans, specifications and estimates for segment 1 from FM 1016 (Conway Avenue) to Spur 115 (23rd Street) and segment 2 from Spur 115 (23rd Street) to FM 3072 (Dicker Road).

Under proposed Work Orders No. 1 for both L&G Engineering and S&B Infrastructure, the limits for segments 1 and 2 are to be modified from FM 396 (Bryan Road) to McColl Road and McColl Road to US 281/Military Highway respectively.

TxDOT Commission approved minute order number 112250 on April 29, 2010 identifying SH365/TCC as an on-system project, with a subsequent minute order number 112391 on August 26, 2010 approving $70 million toward construction. If construction does not commence by April 29, 2013, minute order 112250 becomes null and void.

In order to demonstrate to TxDOT that work has progressed sufficiently to warrant an extension to the April 29, 2013 deadline, work on the project must commence as quickly as possible. Effectively, the Hidalgo County Regional Mobility Authority has 11 months to demonstrate progress on the project and request an extension to the deadline. Cancellation of existing design and engineering contracts would further reduce the window available to establish project progress, which would leave an estimated 6-7 months to accomplish this.

Based on review by this office, disapproval of the request to cancel existing design and engineering contract and re-procure new ones is recommended.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012-12

RECOGNIZING CHANGES IN THE SCOPE OF THE TRADE CORRIDOR CONNECTOR PROJECT, CANCELLING EXISTING ENGINEERING CONTRACTS FOR THE PROJECT, AND AUTHORIZING A NEW PROCUREMENT FOR THE SELECTION OF CONSULTANT(S) TO PERFORM PROFESSIONAL ENGINEERING SERVICES FOR THE TRADE CORRIDOR CONNECTOR, AND APPROVING A PROCUREMENT SCHEDULE

THIS RESOLUTION is adopted this 2nd day of May, 2012 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, the Texas Transportation Commission determined that the Authority would benefit the State by constructing needed roadway projects as identified by the County, including the approximately 104-mile Hidalgo County Loop System (the "Loop System"), the US 83 La Joya Relief Route, and a US 281 alternate route from north of Edinburg to the Pharr International Bridge;

WHEREAS, the Authority has begun work on an independent project under the Loop System, referenced as the Trade Corridor Connector;

WHEREAS, the Trade Corridor Connector is included in the Hidalgo County Metropolitan Planning Organization's Transportation Improvement Program, preliminary traffic and revenue estimates have been developed along with preliminary design work for the project, Hidalgo County Transportation Reinvestment Zone Number 1 was created to include the project, and, recently, the Commission awarded the Authority $70,000,000 in pass-through funding to develop the Trade Corridor Connector;

WHEREAS, on July 27, 2010, the Board approved a qualifications based procurement for an engineering firm or firms to perform certain tasks, including developing plans, specifications, and estimates for the Trade Corridor Connector; on December 30, 2010 the Board scored and ranked the respondents to the procurement; on March 21, 2011, the Board selected L&G Engineering (TCC Segment 1) and S&B Infrastructure (TCC Segment 2) (collectively, the "Consultants") to perform engineering work for the Trade Corridor Connector; and on April 13, 2011, the Board approved professional engineering services agreements with the Consultants;

WHEREAS, no work authorization was issued to the Consultants;

WHEREAS, the Planning Committee has approved changes to the limits of the Trade Corridor Connector, as reflected in Exhibit A, attached hereto; and

WHEREAS, recognizing the changes to the project limits and scope, the Board finds it to be in the best interest of the Authority to cancel the existing agreements and issue a new procurement for professional engineering services for the Trade Corridor Connector;

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

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

Section 2. The Board hereby approves the revised Trade Corridor Connector project attached hereto as Exhibit A.

Section 3. The Board hereby authorizes the Planning Committee to approve the procurement referenced above.

Section 4. The Board hereby authorizes the Planning Committee to approve the procurement schedule.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 2nd day of May, 2012, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Joe Daniel Olivarez, Secretary/Treasurer

EXHIBIT A

REVISED PROJECT MAP/DESCRIPTION

EXHIBIT B

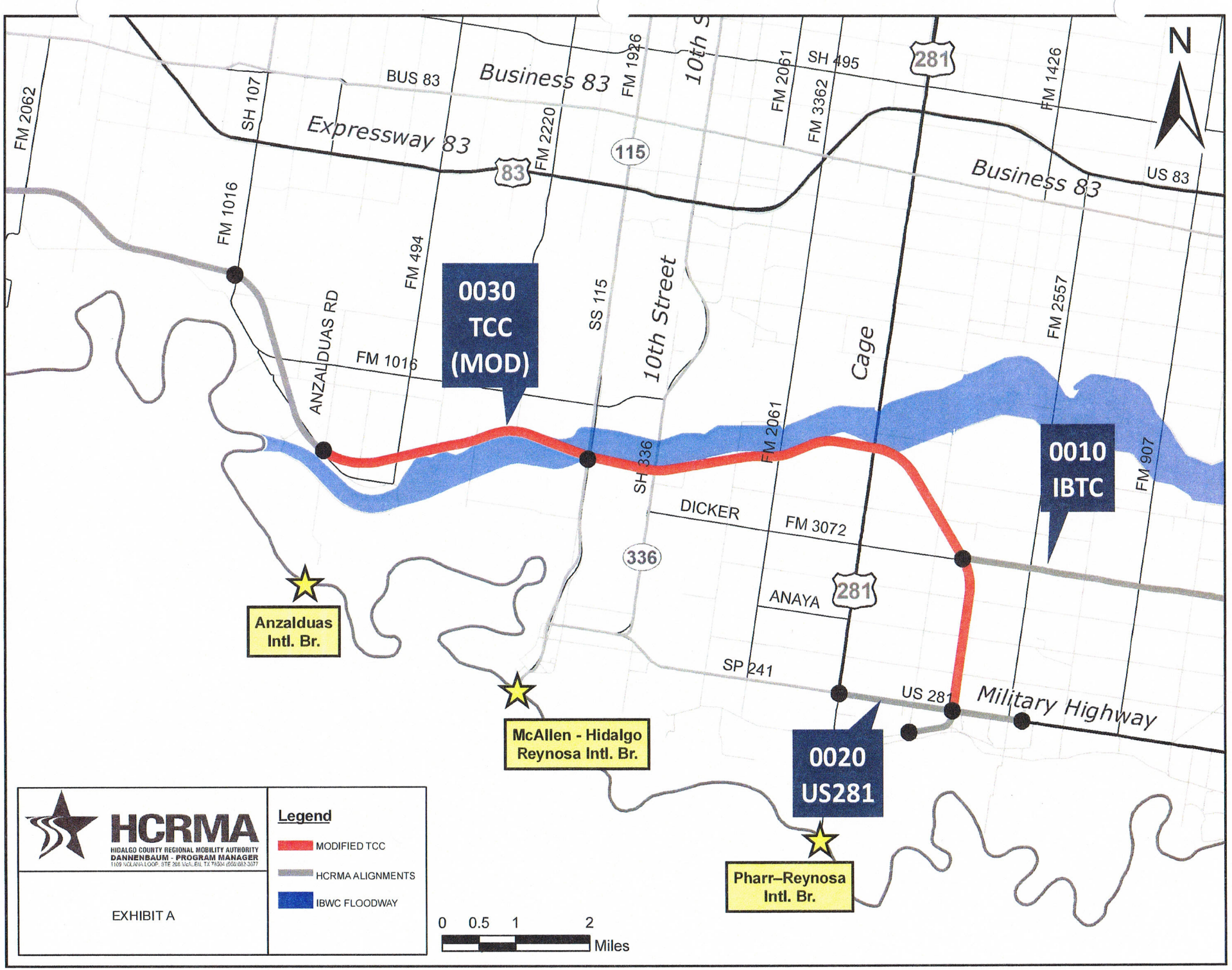
Revised Procurement

(to be approved by Planning Committee)

EXHIBIT C

Procurement Schedule

(to be approved by Planning Committee)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US 83
SH 495
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FM 494
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ANZALDUAS RD
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Military Highway
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HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
DANNENBAUM - PROGRAM MANAGER
1109 NOLANA LOOP, STE 208 McALLEN, TX 78504 (956) 687-3077
EXHIBIT A
Legend
MODIFIED TCC
HCRMA ALIGNMENTS
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HIDLAGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	_____	**AGENDA ITEM**	**7**
PLANNING COMMITTEE	**X**	**DATE SUBMITTED**	**4/24/12**
FINANCE COMMITTEE	_____	**MEETING DATE**	**4/26/12**
TECHNICAL COMMITTEE	_____		

1. Agenda Item: **DISCUSSION, CONSIDERATION AND RECOMMENDATION AUTHORIZING AN AMENDMENT TO THE IBTC REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES TO INCLUDE ENVIRONMENTAL SERVICES TO FEDERALLY CLEAR THE IBTC AND PERFORM LOW LEVEL AERIAL FLIGHT FOR TOPOGRAPHY, REPUBLISH THE PROCUREMENT AND ESTABLISH DATES FOR SUBMISSION OF PROPOSALS, INTERVIEWS AND SELECTION.**

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

   Consideration and recommendation on authorization to amend the request for qualifications for the IBTC to include environmental services to federally clear the proposed project.

3. Policy Implication: Board Policy, Local Government Code

4. Budgeted: ___Yes ___No _X_N/A

   Funding Source:

5. Staff Recommendation**: Motion to recommend approval of the request to amend the request for qualifications for the IBTC to include environmental services to federally clear the project.**

6. Board Attorney: _X_Approved ___Disapproved ___None

7. Executive Director's Recommendation: _X_Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Rick Perez, Chairman – Planning Committee

From: Pilar Rodriguez, PE, Executive Director

Date: April 24, 2012

Re: **Request to Amend the Request for Qualification for IBTC to Include Environmental Services to Federally Clear the Project**

At the November 15, 2011, regular meeting, the Board of Directors authorized procurement of design and surveying services for the IBTC. These services included, but were not limited to, plans, specifications, estimates, surveys, parcel plats, legal descriptions, right-of-way maps, design and construction surveys, and/or aerial mapping.

Staff is requesting authorization to include environmental services a part of the procurement to federally clear the project. Federally clearing the project would be advantageous to the Hidalgo County Regional Mobility Authority if future funding or programs were to become available. This work could run concurrent with the TCC modified project and is estimated to be completed within the time frame (3 years) needed to environmentally clear, acquire row and design the TCC.

Additionally, staff will review Atkins North America's contract to determine if it is advantageous to the Board to amend their contract for this work. This work was originally added in supplemental number 3 and deleted in supplemental number 5 to Atkins' contract. In the event this option is advantageous, staff can delete this task from the proposed procurement during negotiations.

Based on review by this office, approval to amend the request for qualification to include environmental service for the IBTC is recommended.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012-17

APPROVING CHANGES TO THE REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES FOR DESIGN AND SURVEY WORK FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT TO INCLUDE ADDITIONAL SERVICES, AUTHORIZING A REVISED PROCUREMENT FOR SUCH SERVICES, AND APPROVING A PROCUREMENT SCHEDULE

THIS RESOLUTION is adopted this 2nd day of May, 2012 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, the Commission determined that the Authority would benefit the State by constructing needed roadway projects as identified by the County, including the approximately 104-mile Hidalgo County Loop System, the US 83 La Joya Relief Route, and a US 281 alternate route from north of Edinburg to the Pharr International Bridge (collectively, the "Hidalgo County RMA Roadway System");

WHEREAS, the Authority has begun work on an independent project under the Hidalgo County Loop System, referenced as the International Bridge Trade Corridor;

WHEREAS, the International Bridge Trade Corridor is included in the Hidalgo County Metropolitan Planning Organization's Transportation Improvement Program and preliminary traffic and revenue estimates have been developed along with preliminary design work for the project;

WHEREAS, to proceed with the project, on November 15, 2011, the Authority approved a procurement for certain design and surveying services including, but not limited to providing: construction plans, specifications, and construction estimates, surveying, parcel plats, legal descriptions, right-of-way maps, design and construction survey, and/or aerial mapping;

WHEREAS, the Board elected to defer selecting a consultant or consultants under the procurement until the 2012 Strategic Plan for 2013-2018 was adopted;

WHEREAS, the 2012 Strategic Plan for 2013-2018 was approved by the Board on March 28, 2012, providing a plan that includes federal environmental clearance of the International Bridge Trade Corridor; and

WHEREAS, the Board finds it to be in the best interest of the Authority to re-publish the procurement to include environmental services to federally clear the project and to provide for low level aerial flight for topography;

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 Program Manager will re-publish the request for qualifications, to including the additional services described above.

Section 3. The Program Manager will notify all participants in the related pre-bid conference of the status of the procurement.

Section 4. The Board authorizes the Planning Committee to approve the related procurement schedule.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING on the 2nd day of May, 2012, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Joe Daniel Olivarez, Secretary/Treasurer

HIDLAGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	_____	**AGENDA ITEM**	**8**
PLANNING COMMITTEE	**X**	**DATE SUBMITTED**	**4/24/12**
FINANCE COMMITTEE	_____	**MEETING DATE**	**4/26/12**
TECHNICAL COMMITTEE	_____		

1. Agenda Item: **DISCUSSION, CONSIDERATION AND RECOMMENDATION ON CANCELLING PROCUREMENT FOR THE LA JOYA RELIEF ROUTE.**

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

   Consideration and recommendation on cancelling procurement for the La Joya Relief Route. The TxDOT has committed to constructing the La Joya Relief Route with possible future consideration of the route as a toll roadway.

3. Policy Implication: Board Policy, Texas Government Code

4. Budgeted: ___Yes ___No _X_N/A

   Funding Source:

5. Staff Recommendation**: Motion to recommend cancelling procurement for the La Joya Relief Route.**

6. Board Attorney: _X_Approved ___Disapproved ___None

7. Executive Director's Recommendation: _X_Approved ___Disapproved ___None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012-19

CANCELING PROCUREMENT FOR ENGINEERING AND SURVEYING SERVICES FOR THE US 83 LA JOYA RELIEF ROUTE AND RESCINDING RESOLUTION 2011-34

THIS RESOLUTION is adopted this 2nd day of May, 2012 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, the Commission determined that the Authority would benefit the State by constructing needed roadway projects as identified by the County, including the approximately 104-mile Hidalgo County Loop System (the "Loop System"), the US 83 La Joya Relief Route, and a US 281 alternate route from north of Edinburg to the Pharr International Bridge;

WHEREAS, the Authority began work on an independent project referenced as the US 83 La Joya Relief Route (the "Project") and on October 27, 2011 authorized the procurement of engineering and design services for the Project; and

WHEREAS, the Board now finds it to be in the best interest of the Authority to cancel the procurement and allow the Texas Department of Transportation to pursue the development of the Project;

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

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

Section 2. The Board authorizes the Executive Director to cancel the referenced procurement.

Section 3. The Board hereby rescinds Resolution 2011-34.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING on the _ day of 2nd May, 2012, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Joe Daniel Olivarez, Secretary/Treasurer

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Rick Perez, Chairman – Planning Committee

From: Pilar Rodriguez, PE, Executive Director

Date: April 24, 2012

Re: **Request to Cancel Procurement for the La Joya Relief Route**

At the October 27, 2011, regular meeting, the Board of Directors authorized procurement of design and surveying services for the La Joya Relief Route. These services included plans, specifications, estimates and surveying services.

TxDOT has announced that they will undertake the La Joya Relief Route as a State Project. At the April 19, 2012, Hidalgo County Metropolitan Planning Organization Transportation Policy Committee Meeting, the committee approved amending the jurisdiction of the project from the Hidalgo County Regional Mobility Authority to TxDOT and funding a majority of the project in 2015.

Additionally, TxDOT has indicated that there is a possibility that this roadway may be an eligible toll project in the future.

Based on review by this office, cancellation of procurement for the La Joya Relief Route is recommended.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012-17

APPROVING CHANGES TO THE REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES FOR DESIGN AND SURVEY WORK FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT TO INCLUDE ADDITIONAL SERVICES, AUTHORIZING A REVISED PROCUREMENT FOR SUCH SERVICES, AND APPROVING A PROCUREMENT SCHEDULE

THIS RESOLUTION is adopted this 2nd day of May, 2012 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, the Commission determined that the Authority would benefit the State by constructing needed roadway projects as identified by the County, including the approximately 104-mile Hidalgo County Loop System, the US 83 La Joya Relief Route, and a US 281 alternate route from north of Edinburg to the Pharr International Bridge (collectively, the "Hidalgo County RMA Roadway System");

WHEREAS, the Authority has begun work on an independent project under the Hidalgo County Loop System, referenced as the International Bridge Trade Corridor;

WHEREAS, the International Bridge Trade Corridor is included in the Hidalgo County Metropolitan Planning Organization's Transportation Improvement Program and preliminary traffic and revenue estimates have been developed along with preliminary design work for the project;

WHEREAS, to proceed with the project, on November 15, 2011, the Authority approved a procurement for certain design and surveying services including, but not limited to providing: construction plans, specifications, and construction estimates, surveying, parcel plats, legal descriptions, right-of-way maps, design and construction survey, and/or aerial mapping;

WHEREAS, the Board elected to defer selecting a consultant or consultants under the procurement until the 2012 Strategic Plan for 2013-2018 was adopted;

WHEREAS, the 2012 Strategic Plan for 2013-2018 was approved by the Board on March 28, 2012, providing a plan that includes federal environmental clearance of the International Bridge Trade Corridor; and

WHEREAS, the Board finds it to be in the best interest of the Authority to re-publish the procurement to possibly include environmental services to federally clear the project and to provide for low level aerial flight for topography;

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 Executive Director will assess the options for professional environmental services to federally clear the Project;

Section 3. The Executive Director will re-publish the request for qualifications, to including any additional services described above.

Section 3. The Executive Director and/or the Program Manager will notify all participants in the related pre-bid conference of the status of the procurement.

Section 4. The Board authorizes the Planning Committee to approve the related procurement schedule.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING on the 2nd day of May, 2012, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Joe Daniel Olivarez, Secretary/Treasurer