

03309HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

DATE: MONDAY, JUNE 11, 2012
TIME: 3:30 PM
PLACE: McALLEN CONVENTION CENTER
BOARD MEETING ROOM "2"
700 NORTH CONVENTION CENTER BOULEVARD
McALLEN, TEXAS 78501

PRESIDING: RICARDO PEREZ, CHAIRMAN-PLANNING COMMITTEE

CALL TO ORDER

1. AGENDA

- A. Recommendation on Approval of Professional Service Agreement with TEDSI Infrastructure and Work Authorization No. 1 for US 281/Military Highway Project
- B. Recommendation on Lease Agreement with the City of Pharr for Temporary Administrative Offices
- C. Recommendation on Interlocal Agreement with the City of Pharr for Administrative Support Services
- D. Recommendation on Proposal to Hire Temporary Employees to Implement File Management Plan
- E. Recommendation on Request to transfer Program Administrator from the Lower Rio Grande Valley Development Council to the City of McAllen
- F. Recommendation on Proposal to Authorize the use of Project Wise Software for project and file management.

ADJOURNMENT

CERTIFICATION

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Director's Planning Committee 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 7th day of June, 2012 at 12:00 pm and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Flor E. Koll
Program Administrator

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

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Item 1A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> </u>	AGENDA ITEM	<u>1A</u>
PLANNING COMMITTEE	<u> X </u>	DATE SUBMITTED	<u>6/05/12</u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u>6/11/12</u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RECOMMENDATION ON APPROVAL OF PROFESSIONAL SERVICE AGREEMENT WITH TEDSI INFRASTRUCTURE AND WORK AUTHORIZATION NO. 1 FOR US 281/MILITARY HIGHWAY PROJECT**

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

Consideration and recommendation on approval of Professional Service Agreement and Work Authorization No. 1 to allow for development of schematics (4 lanes), drainage studies and utility research for US 281/Military Highway Overpass at SH 365 (TCC modified).

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

4. Budgeted: Yes X No N/A

Funding Source: Loop Fund

Maximum amount payable	\$1,430,733.00 (100%)
Work Order No. 1	<u>(\$ 142,735.06) (9.98%)</u>
Maximum fee balance	\$1,287,997.94 (90.02%)

5. Staff Recommendation: **Motion to recommend Professional Service Agreement with TEDSI Infrastructure in the Maximum Payable Amount of \$1,430,733 and Work Authorization No.1 in the amount of \$142,735.06, leaving a maximum fee balance of \$1,287,997.94.**

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

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

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



Memorandum

To: Rick Perez, Chairman – Planning Committee
From: Pilar Rodriguez, PE, Executive Director
Date: June 5, 2012
Re: **TEDSI Professional Service Agreement and Work Authorization No. 1**

Attached is the proposed Professional Engineering Design Service Agreement with TEDSI Infrastructure in the maximum payable amount of \$1,430,733.00. The design services proposed for award are to provide plans, specifications and estimates for the US 281/Military Highway Overpass at SH 365 (TCC Modified) from FM 2557 (Stewart Road) to Spur 600 (Pharr Bridge) and is in the amount of \$1,351,859. The remaining \$78,874 is for Surveying and parcel maps within the same project limits.

The engineer's level of effort of \$1,351,859.00 under the professional service agreement to provide route studies, schematics, drainage studies, geotechnical services, utilities and development of final plans, specifications, estimates and shop drawings for the overpass was evaluated and calculated to equate to 7.50% of the estimated construction cost of \$18,024,773. The fee for surveying and parcel maps of \$78,874 equates to 0.4% of the estimated construction cost.

TEDSI's tasks under Work Authorization No. 1 includes development of route studies, overpass schematics (4 lanes), drainage studies and utility research. The engineer's level of effort of \$142,735.06 to perform these tasks was also evaluated and calculated to equate to 9.98% of the maximum amount payable to TEDSI Infrastructure for plans, specifications and estimates.

Based on review by this office, approval of the Professional Service Agreement is recommended to TEDSI Infrastructure in the maximum payable amount of \$1,430,733 and Work Authorization No. 1 in the amount of \$142,735.06 leaving a maximum fee balance of \$1,287,997.94.

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

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

Main Contract

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 TEDSI Infrastructure Group, Inc., 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 surveying; engineering/design services and geotechnical services (the "Procurement") for SH 365 Segment 3 at US 281 Military Highway;

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 perform preliminary engineering including development of route studies schematics, drainage studies, geotechnical services, utilities and development of plans, specifications, and estimates (PS&E) for SH 365 Segment 3 at US 281 Military Highway;

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.

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 **\$1,430,733** 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 **July 1, 2013** 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, REASONABLE ATTORNEY FEES WHICH MAY BE INCURRED BY THE AUTHORITY OR LIABILITIES WHICH MAY BE IMPOSED ON THE AUTHORITY AS THE RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACT BY THE 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 and 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, AMENDMENT, & 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
Hidalgo County RMA
510 S. Pleasantview Drive
Weslaco, Texas 78596
Attn: Chairman

Engineer
TEDSI Infrastructure Group
1201 E. Expressway 83
Mission, Texas 78572
Attn: Craig Stong

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: _____

ENGINEER

By: _____

Name: _____

Title: _____

Company: TEDSI Infrastructure Group, Inc.

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. The current CSJ for this project is 0220-01-023.

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.

Schematic Update

1. Provide all existing design and reference files from previous engineers in electronic (dgn) format for existing schematic.
2. Provide drainage layout from previous engineer 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. Utility Adjustments:
HCRMA (TxDOT as necessary) will execute utility agreements provided by the Engineer for all required utility adjustments.

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

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 TEDSI Infrastructure Group

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)

APD shall mean Advance Project Development

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: 0220-01-023

Project/Description: 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.

Length: 2.87 miles

Highway: SH 365 Segment 3 at US 281 Military Highway

Limits: (See Location Map Attached Labeled Attachment B-1)

Existing Facility: New Location

Proposed Facility: 4-lane divided controlled access facility

Project Classification

(Place an “X” in only one Project Classification)

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

ROUTE AND DESIGN STUDIES

(Task 110)

Services
Provided By:
Engineer HCRMA

- | | | |
|------------|------------|---|
| <u>YES</u> | <u>NO</u> | 1. Route Location Studies |
| <u>YES</u> | <u>NO</u> | 2. Level of Service Analysis |
| <u>NO</u> | <u>YES</u> | 3. Traffic Evaluations and Projections |
| <u>YES</u> | <u>YES</u> | 4. Develop Roadway Design Criteria in accordance with Pass-Through Agreement.
a. Prepare design summary report (DSR).
b. Conduct Design Concept Conference. |
| <u>YES</u> | <u>YES</u> | 5. Preliminary Cost Estimates |
| <u>NO</u> | <u>NO</u> | 6. Value Engineering Study |
| <u>YES</u> | <u>NO</u> | 7. Design Schematic (Develop 4-Lane Schematic) |
| <u>YES</u> | <u>NO</u> | 8. Preliminary Right-of-Way Requirements |
| <u>YES</u> | <u>NO</u> | 9. Soil Core Hole Drilling |
| <u>YES</u> | <u>NO</u> | a. Pavement |
| <u>YES</u> | <u>NO</u> | b. Retaining Walls |
| <u>YES</u> | <u>NO</u> | c. Miscellaneous Structures |
| <u>YES</u> | <u>NO</u> | d. Bridges |
| <u>YES</u> | <u>NO</u> | 10. Obtain existing facility information.
Coordinate and meet with following entities to obtain preliminary design information:
TxDOT, Cities, County, HCDD#1, Irrigation Districts, and Utility Companies. |
| <u>YES</u> | <u>NO</u> | 11. Schematic Layout |
| | | 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 HCRMA).
	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
<u>YES</u>	<u>YES</u>	a. Compensable Utility Agreements and exhibits for Utility Agreements
<u>NO</u>	<u>NO</u>	b. Railroad Agreements
	c.	Railroad Exhibits
<u>N/A</u>	<u>N/A</u>	1. Railroad Underpasses
<u>N/A</u>	<u>N/A</u>	2. Railroad Overpasses
<u>N/A</u>	<u>N/A</u>	3. Railroad Grade Crossing (Re-planking)
<u>N/A</u>	<u>N/A</u>	4. Railroad Grade Crossing Warning Systems (Signals)
<u>N/A</u>	<u>N/A</u>	5. Other Miscellaneous Sketches for Railroads
<u>YES</u>	<u>NO</u>	d. Traffic Signal Agreements (Pending warrant analysis) and required exhibits.
<u>NO</u>	<u>NO</u>	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
<u>YES*</u>	<u>YES</u>	f. Required Coordination for splitting the project limits
		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.
<u>NO</u>	<u>NO</u>	g. Exhibit for airway/highway clearance permits for FAA
<u>NO</u>	<u>NO</u>	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 PMC)

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

(Task 120)

Services

Provided By:

Engineer HCRMA

		1. Public Involvement
<u>YES*</u>	<u>YES*</u>	a. Technical assistance in the preparation of public meeting(s)/hearing(s), and exhibit preparation.
<u>YES*</u>	<u>YES*</u>	b. Assist the Environmental Consultant to respond to technical questions received during the Public Meeting/Hearing.
<u>NO</u>	<u>YES*</u>	c. Conduct stakeholder outreach meetings and prepare summaries of said meetings to provide to HCRMA
<u>NO</u>	<u>YES*</u>	d. Assist the Environmental Consultant in developing the PowerPoint presentation for the Public Meeting/Hearing.
<u>NO</u>	<u>YES*</u>	e. Prepare and Present the technical presentation portion of the speech.
		2. Preparation of Environmental Permits, Issues and Commitments
<u>YES</u>	<u>NO</u>	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.
<u>NO</u>	<u>YES</u>	b. Preparation & Submittal of Notice of Intent (NOI)
<u>NO</u>	<u>YES</u>	c. Preparation & Submittal of Notice of Termination (NOT) upon completion of project
<u>NO</u>	<u>NO</u>	d. Section 4(f) evaluation, including developing the avoidance alternatives have not been identified at this point.
<u>NO</u>	<u>NO</u>	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.

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

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

Services

Provided By:
Engineer HCRMA

<u>YES</u>	<u>NO</u>	1. Right-of-Way Map
		a. ROW Map submitted by the Engineer's 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.
<u>YES</u>	<u>NO</u>	b. Full compliance with ROW Map requirements as specified in TxDOT ROW Manuals.
<u>YES*</u>	<u>YES*</u>	2. Utility Adjustments
		a. The Engineer shall prepare an initial coordination letter and a project layout which will be distributed to various utility companies to determine which utilities are in the limits of the project.
<u>YES*</u>	<u>YES*</u>	b. The Engineer shall assist HCRMA PMC to schedule and conduct a Utility Kick-Off meeting with TxDOT, HCRMA and the utility companies.
<u>YES*</u>	<u>YES*</u>	c. The Engineer shall assist HCRMA PMC in preparing a Utility Conflict Tracking Matrix table.
<u>YES</u>	<u>NO</u>	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.
<u>YES</u>	<u>NO</u>	e. The Engineer will coordinate with the Engineer's Surveyor and the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.
<u>YES*</u>	<u>YES*</u>	f. The Engineer shall coordinate and approve an adjustment plan and preliminary estimates for all utilities impacting the proposed project construction.
<u>NO</u>	<u>YES*</u>	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.
<u>NO</u>	<u>YES</u>	h. A due diligence package will be provided for the HCRMA for their use in processing reimbursements to utility companies.
<u>NO</u>	<u>YES</u>	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.
<u>NO</u>	<u>YES</u>	3. Design of Compensable Utilities
		a. Irrigation Structures
		1. Parallel
		2. Perpendicular Crossings / Siphons
		3. Irrigation Canals
<u>NO</u>	<u>YES</u>	b. Various Pipelines

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

RIGHT – OF –WAY DATA

(Function Code 130)

Services
Provided By:
Engineer HCRMA

NOTE: No work involving right-of-way (ROW) data is to be performed until the HCRMA has given the engineer written approval of the final location of the proposed ROW lines.

<u>YES**</u>	<u>YES</u>	1.	Ownership Data
<u>YES</u>	<u>NO</u>	2.	Parcel Plats and Right-of-Way Map in English units <ul style="list-style-type: none"> a. A ROW map, parcel plats and field notes shall be prepares 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 be depict all improvements affecting ROW.
<u>YES*</u>	<u>YES*</u>	3.	Utility Adjustments <ul style="list-style-type: none"> a. A highway Design Data shall be furnished for Utility Adjustments and ROW Determination as required. b. Provide the results from the hazardous material survey to the HCRMA and include as notations and/or depictions on the ROW map.
<u>YES</u>	<u>NO</u>	4.	Field Notes <ul style="list-style-type: none"> a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW map in English units. b. Control of access descriptions for all parcels on Designated Control Access Highways. c. Computation Sheets for Survey Closure and Area for each Parcel. d. Survey and Prepare Field Notes and Plats on Individual Parcels in Advance of ROW Map completion as requested.
<u>YES</u>	<u>NO</u>	5.	Survey and Stake Right-of-Way (Show Cost Estimate with Function Code 150)

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

(** = The Engineer shall show ownership data (from Tax Records) at all new ramp locations to support the schematic for public presentations)

Services
Provided By:
Engineer HCRMA

YES

NO

7. General Guidelines for Preparation of Right-of-Way Maps
- a. All procedures involving ROW maps, surveys and field notes shall be in conformance with the TxDOT Right-of-Way, Book I and Book II, except as provided herein and in accordance with the Texas Board of Professional Land Surveying Practices Act.
 - b. HCRMA will furnish one incomplete reproducible film positive of the ROW map title sheet as required and formatted by HCRMA and as discussed in Book II of TxDOT's Right of Way Manual.
 - c. Preliminary and completed work shall be submitted as requested by the HCRMA in accordance with TxDOT's regulations.
 - d. The Engineer shall maintain a direct line of communication and coordinate very closely with the HCRMA staff through the HCRMA Program Manager throughout the project.
 - e. (1) Minimum mathematical calculations in English units relative to field note data are: (a) area of taking, in square feet, will be rounded to the square foot, (b) distances will be given to the nearest hundredths of a foot and (c) bearings will be carried to the nearest second. Data contained in the field notes and shown on the map shall be identical. More precise calculations may be requested by the HCRMA.
(2) Calls within the body of the field notes shall be written to identify property lines and the existing proposed ROW lines in English units.
 - f. Project base line is to be drawn and stationing on the ROW map.
 - g. Minimum size lettering is to be 5/32 inch height for hand lettering and 140 for lettering for computer-aided design and drafting (CADD) on all ROW maps, unless otherwise authorized in writing by the State.
 - h. As soon as property lines and parent tracts can be determined, the engineer shall submit a preliminary map for review of parcel numbers and guidance early in the development process.
 - i. Zip-a-tone or similar products shall not be used on map sheets.
 - j. All field notes and plats shall be signed, dated and sealed by a Registered Professional Land Surveyor or Licensed State Surveyor.
 - k. The ROW map sheets shall be ink or Mylar type tracing film or as otherwise authorized by the HCRMA
 - l. Field note data for all parcels shall be furnished on CD or DVD that are compatible with the HCRMA and TxDOT equipment in English units.
 - m. THE ENGINEER SHALL BE LIABLE FOR ALL SURVEYING MISTAKES AND SHALL BE RESPONSIBLE AT HIS SOLE EXPENSE FOR CORRECTION OF ALL ERRORS.

FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

Services

Provided By:

Engineer HCRMA

1. Field Surveying

a. Primary Project Control – 3 to 5 miles spacing

Precision shall be 1 part in 20,000 or better, unless otherwise directed by the Engineer.

YES

NO

(1) Establish horizontal control points

YES

NO

(2) Establish vertical control points

b. Secondary Project Control

When photogrammetric products are required, the HCRMA requests that the field survey for photogrammetric ground control be tied to the State Plane Coordinate System and conform to the following:

- No traverse should exceed 25 angle points.
- The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
- The unadjusted ratio of precision should be one part in 10,000 or better. (the ratio of precision is the total length of the traverse divided by the total error).
- The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.

YES

NO

(1) Project control base lines.

YES

NO

(2) Photogrammetric ground control

YES

NO

(a) Establish horizontal control

YES

NO

(b) Establish vertical control points

(c) Place and maintain control point targets

Services
Provided By:
Engineer HCRMA

		c. Other Field Surveying
<u>YES</u>	<u>NO</u>	(1) Stake center lines The project base line must be coincidental with, or parallel to, the stationed "Design Center Line." Base line control points shall be established using 15M (ASTM) (5/8 inch) iron rods, 915 millimeter (36 inches) long, at P.C.'s, P.I.'s and P.T.'s of horizontal curves and at 305 meters (1000 feet) maximum intervals on tangents, unless otherwise directed by the HCRMA Program Manager
<u>YES</u>	<u>NO</u>	(2) Measure ties to STATE ROW monuments or to angle points in existing ROW line.
<u>YES</u>	<u>NO</u>	(3) Establish bench mark circuit throughout the project
<u>YES</u>	<u>NO</u>	(4) Profile and cross section intersecting streets for tie into project
<u>YES</u>	<u>NO</u>	(5) Cross section drainage channels
<u>YES</u>	<u>NO</u>	(6) Measurement of drainage areas
<u>YES</u>	<u>NO</u>	(7) Tie to existing underground and overhead utilities (location, elevation and direction)
<u>YES</u>	<u>NO</u>	(8) Additional Field Surveying as shown below:
<u>YES</u>	<u>NO</u>	(9) ROW staking
<u>YES</u>	<u>NO</u>	(10) Soil core whole staking
<u>YES</u>	<u>NO</u>	(11) Determine changes in topography from outdated maps due to development, erosion, etc.
<u>YES</u>	<u>NO</u>	(12) Determine type of existing material, pavements, etc.
<u>YES</u>	<u>NO</u>	(13) Profiles of existing drainage facilities
<u>NO</u>	<u>NO</u>	(14) Measurement of hydraulic opening under existing bridges
<u>YES</u>	<u>NO</u>	(15) Obtain elevations of manholes and valves of utilities
<u>YES</u>	<u>NO</u>	(16) Temporary signs, traffic control, flags, safety equipment, etc.
<u>YES</u>	<u>NO</u>	(17) Ties to existing bridges or culverts that may conflict with new construction.
<u>NO</u>	<u>NO</u>	(18) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations
<u>YES</u>	<u>NO</u>	(19) Obtain horizontal & vertical location of irrigation lines appurtenances, driveways, turnouts, existing roadway signs & sign messages, existing roadway pavement markings, & mailboxes.
<u>YES</u>	<u>NO</u>	(20) Ramp surveys for new & existing ramps.
		2. Photogrammetric Products
		a. Uncontrolled Photography
<u>YES</u>	<u>NO</u>	(1) Contract Prints 1"=250' & 1"=500
<u>YES</u>	<u>NO</u>	(2) Mosaics
		b. Mapping
<u>YES</u>	<u>NO</u>	(1) Planimetric Maps
<u>YES</u>	<u>NO</u>	(2) Contour Maps
<u>YES</u>	<u>NO</u>	(3) Cross sections
<u>YES</u>	<u>NO</u>	(4) Profiles
<u>YES</u>	<u>NO</u>	(5) Digital Terrain Models (DTM)

ROADWAY DESIGN

(Task 160)

Services
Provided By:
Engineer HCRMA

- | | |
|---|--|
| <p><u>YES</u> <u>NO</u></p> <p><u>YES</u> <u>NO</u></p> | <ol style="list-style-type: none"> 1. Geometric Design <ol style="list-style-type: none"> a. Horizontal and Vertical Alignment b. Geometric Layout for Plan and Profile Sheets <ol style="list-style-type: none"> 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. |
| <p><u>YES</u> <u>NO</u></p> | <ol style="list-style-type: none"> 2. General Guidelines for Project Development <ol style="list-style-type: none"> 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. |
| <p><u>YES</u> <u>NO</u></p> | <ol style="list-style-type: none"> 3. Grading Design <ol style="list-style-type: none"> 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 |
| <p><u>YES</u> <u>NO</u></p> | <ol style="list-style-type: none"> 4. Pavement Design <ol style="list-style-type: none"> 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

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Engineer HCRMA

<u>YES</u>	<u>NO</u>	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).
<u>YES</u>	<u>NO</u>	1. <u>Subgrade</u> : 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.
<u>YES</u>	<u>NO</u>	2. <u>Salvage Flexible Base</u> : 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.
<u>YES</u>	<u>NO</u>	3. <u>Recycle Asphalt Pavement (RAP)</u> : 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.
<u>NO</u>	<u>YES</u>	d. Traffic Data for Pavement Design
<u>YES</u>	<u>NO</u>	e. Basic Pavement Design Criteria
<u>YES</u>	<u>NO</u>	f. Life Cycle Cost Analysis (es) for flexible pavement
<u>YES</u>	<u>NO</u>	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

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

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION

(Task 162)

Services

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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

YES NO

- a. Boring Logs needed for design of sign foundations
- 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
- d. Summary of Small Signs Tabulation Sheets
- e. Summary of Large Signs Tabulation Sheets (includes all Guide Signs)
- 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

YES NO

YES NO

YES NO

Services
Provided By:
Engineer HCRMA

<u>YES</u>	<u>NO</u>	
		g. Proposed Overhead Sign Bridge Design (O.S.B.). Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures. Proposed O.S.B. elevation Sheets will show at a minimum the following: (Note: No walkways or sign lights will be used, since all sign panels will have high intensity reflective sheeting)
		<ul style="list-style-type: none"> • 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)
<u>YES</u>	<u>NO</u>	a. Location Map: Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
<u>YES</u>	<u>NO</u>	b. Photographs in the vicinity of the signal under consideration
<u>NO</u>	<u>YES</u>	c. Accident data for the past four years at the proposed interchange locations
		d. Vehicle volumes
<u>YES</u>	<u>NO</u>	Existing
<u>NO</u>	<u>YES</u>	Estimated
<u>NO</u>	<u>YES</u>	Projected
<u>NO</u>	<u>NO</u>	Pedestrian
<u>YES</u>	<u>NO</u>	e. Warrant Analysis and Assessment
<u>YES</u>	<u>NO</u>	f. Recommendations
<u>YES</u>	<u>NO</u>	4. Traffic Signal Design (Conducted at the PS&E Level)
		a. General Requirements
		<ul style="list-style-type: none"> • 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
		<ul style="list-style-type: none"> • Existing intersection design features • Adjacent Roadside development • Existing traffic control including illumination
		e. Proposed Signal Plan Layouts
		<ul style="list-style-type: none"> • 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 <u>HCRMA</u>			
<u>YES</u>	<u>NO</u>		
		1.	Preliminary Roadway Illumination Requirements (Conducted at the schematic level)
		a.	Determine Safety Lighting Requirements: <ul style="list-style-type: none"> 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
<u>YES</u>	<u>NO</u>	2.	Final Roadway Illumination Design (Conducted at the PS&E Level) (Safety Lighting)
<u>YES</u>	<u>NO</u>	a.	Geotechnical Report with Boring Logs required for foundation design
<u>YES</u>	<u>NO</u>	b.	General Requirements <ul style="list-style-type: none"> 1. Develop wiring connections 2. Calculate voltage drops 3. Contact Local Utility Company, conduct joint field investigation, determine power requirements and sources for each circuit 4. Prepare General Notes for Roadway Illumination 5. Prepare governing specifications and provisions 6. Prepare Cost Estimate for Roadway Illumination 7. Select TxDOT standard sheets
<u>YES</u>	<u>NO</u>	c.	Safety Roadway Illumination layouts (1"=100' scale) showing: <ul style="list-style-type: none"> 1. Pavement edges, shoulders, curbs, retaining walls, etc. 2. Center line with station numbering. 3. ROW lines. 4. Symbol legend. Use TxDOT standard symbols for lighting and electrical design. 5. Culverts and other structures that present a hazard to traffic. 6. Location of underground utilities, if not shown on plan profile. 7. Location of overhead electrical lines, both crossing and parallel to ROW. 8. Existing lighting equipment to remain, to be removed, to be relocated. 9. Location of proposed roadway lighting equipment. 10. Lighting Equipment Table showing, station and offset of proposed lighting fixtures, light intensity, lighting pattern. 11. Lighting Quantities Table
<u>YES</u>	<u>NO</u>	d.	Circuit Diagrams, showing: <ul style="list-style-type: none"> 1. Service drop details 2. Control panel details 3. Lighting equipment 4. Wiring connections 5. Proposed conductor sizes and lengths 6. Proposed conduits 7. Proposed Ground Boxes
<u>YES</u>	<u>NO</u>	e.	Continuous Illumination and/or high-mast
<u>YES</u>	<u>NO</u>	f.	Quantities Summary Table
<u>YES</u>	<u>NO</u>	g.	Electrical Service Summary Sheet
<u>NO</u>	<u>NO</u>	h.	Continuous Illumination Design
<u>YES</u>	<u>NO</u>	i.	Continuous Illumination Design Study
		3.	Retaining Walls
		a.	Structural Details <ul style="list-style-type: none"> 1. Cast-in-Place Cantilever. 2. Tieback Retaining Wall. 3. Specialized Retaining Wall.
<u>NO</u>	<u>NO</u>		
<u>NO</u>	<u>NO</u>		
<u>NO</u>	<u>NO</u>		

Services
Provided By:
Engineer HCRMA

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

Services
Provided By:
Engineer HCRMA

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| | | 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 |
| <u>YES</u> | <u>NO</u> | a. | Erosion Control |
| <u>YES</u> | <u>YES</u> | b. | Hardscape Development (Aesthetics for concrete structures - form liners at bridge, caps columns bents and retaining walls |
| <u>YES</u> | <u>NO</u> | 6. | Compute and Tabulate Quantities |
| <u>YES</u> | <u>NO</u> | 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. |
| <u>YES</u> | <u>YES</u> | 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 <u>REQUIRED</u>
1.		Preparation of Structural Details	
a.		New Structures	
<u>NO</u>	<u>NO</u>	1. Underpass ()	<u>0</u>
<u>YES</u>	<u>NO</u>	2. US 281 Military Overpass	<u>2</u>
<u>N/A</u>	<u>N/A</u>	3. Main Lanes	<u>0</u>
<u>N/A</u>	<u>N/A</u>	4. Direct Connector(s)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	5. Ramp Bridge(s)	<u>0</u>
<u>NO</u>	<u>NO</u>	6. Waterway Structure(s)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	7. Pedestrian Structure(s)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	8. Utility Structure(s)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	9. Railroad Underpass (es)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	10. Railroad Overpass (es)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	11. Bridge Classification Culvert(s)**	<u>0</u>
<u>N/A</u>	<u>N/A</u>	12. Alternate Structural Designs	<u>0</u>
<u>N/A</u>	<u>N/A</u>	13. Alternate Foundation Design	<u>0</u>
		Total New Structures =	<u>2</u>
b.		Existing Structure(s)	<u>0</u>
<u>NO</u>	<u>NO</u>	1. Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	<u>0</u>
<u>NO</u>	<u>NO</u>	2. Bridge Replacement	<u>0</u>
<u>NO</u>	<u>NO</u>	3. Raising Bridge Elevation	<u>0</u>
<u>NO</u>	<u>NO</u>	4. Bridge Classification Culvert (s) Widening and/or Modification of Existing Structures (s)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	5. Railroad Overpass (es)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	6. Railroad Underpass (es)	<u>0</u>
		Total Existing Structures =	<u>0</u>

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

Services
Provided By:
Engineer HCRMA

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|------------|-----------|----|---|
| <u>YES</u> | <u>NO</u> | 2. | Preparation of Bridge Layouts
The Engineer will prepare the bridge layouts in compliance with the latest TxDOT Pharr District bridge layout checklist. |
| <u>YES</u> | <u>NO</u> | 3. | Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge) |
| <u>YES</u> | <u>NO</u> | 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. |
| <u>YES</u> | <u>NO</u> | 5. | Bridge Total Quantities and Cost Estimates (each bridge) |
| <u>YES</u> | <u>NO</u> | 6. | Bridge Special Provisions and Specifications (each bridge) |
| <u>YES</u> | <u>NO</u> | 7. | Bearing seat elevations for each girder. Top of cap elevations for non-girder type structures. |
| <u>YES</u> | <u>NO</u> | 8. | General Guidelines for Bridge Design <ul style="list-style-type: none"> 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

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|------------|------------|----|--|
| <u>YES</u> | <u>YES</u> | 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). |
| <u>YES</u> | <u>YES</u> | 2. | Project Manager/Engineer Communication
Engineer shall comply with all requirements stated in the Pass-Through Agreement between HCRMA and TxDOT. <u>However, no further coordination with TxDOT will be required.</u> |
| <u>YES</u> | <u>YES</u> | 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. |
| <u>YES</u> | <u>YES</u> | 4. | Submittals to HCRMA for review and approval
a. When 60%; 90% and 100% (final) design is completed the Engineer shall submit all the required design information 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)

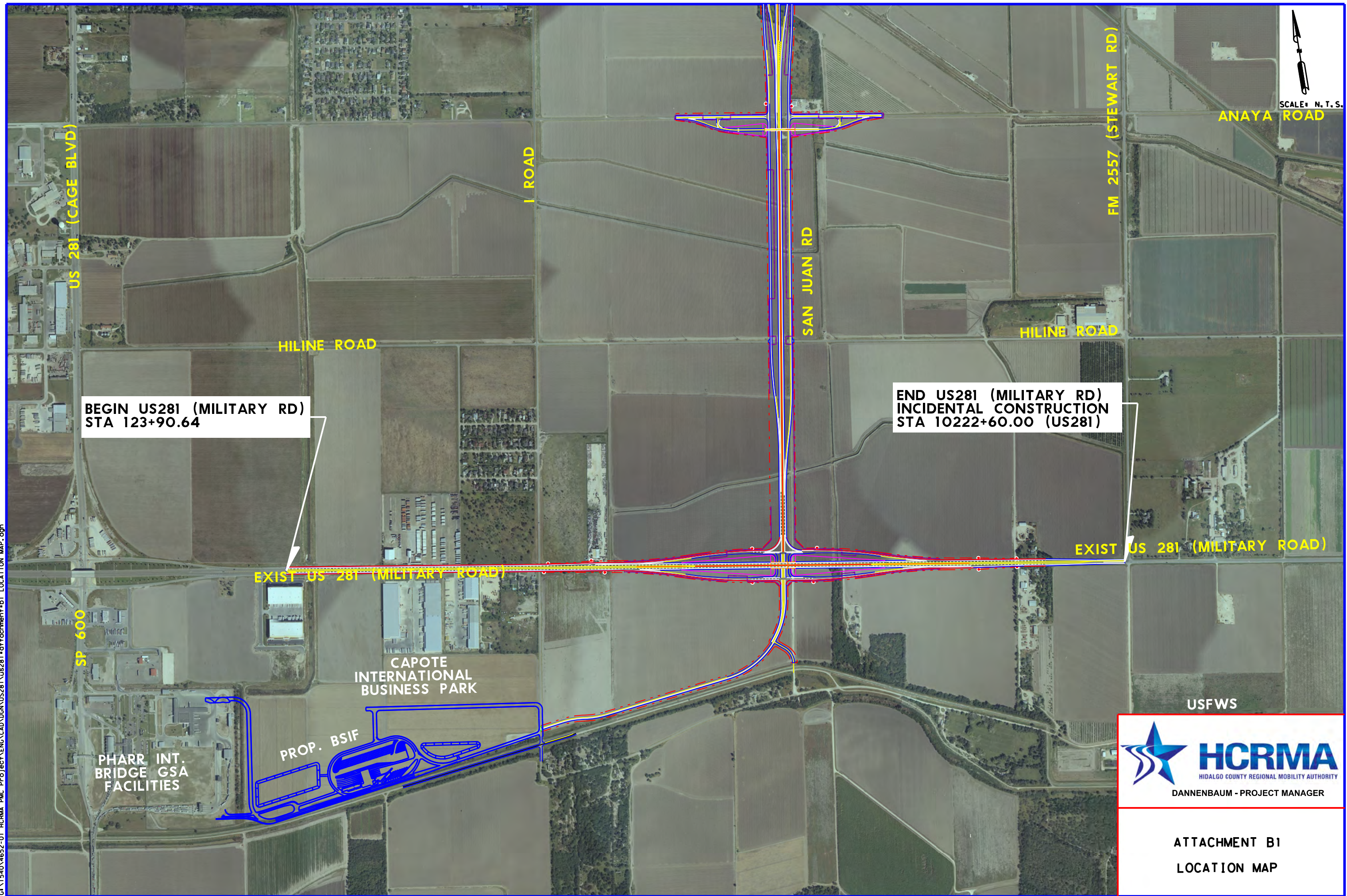
Services
Provided By:
Engineer HCRMA

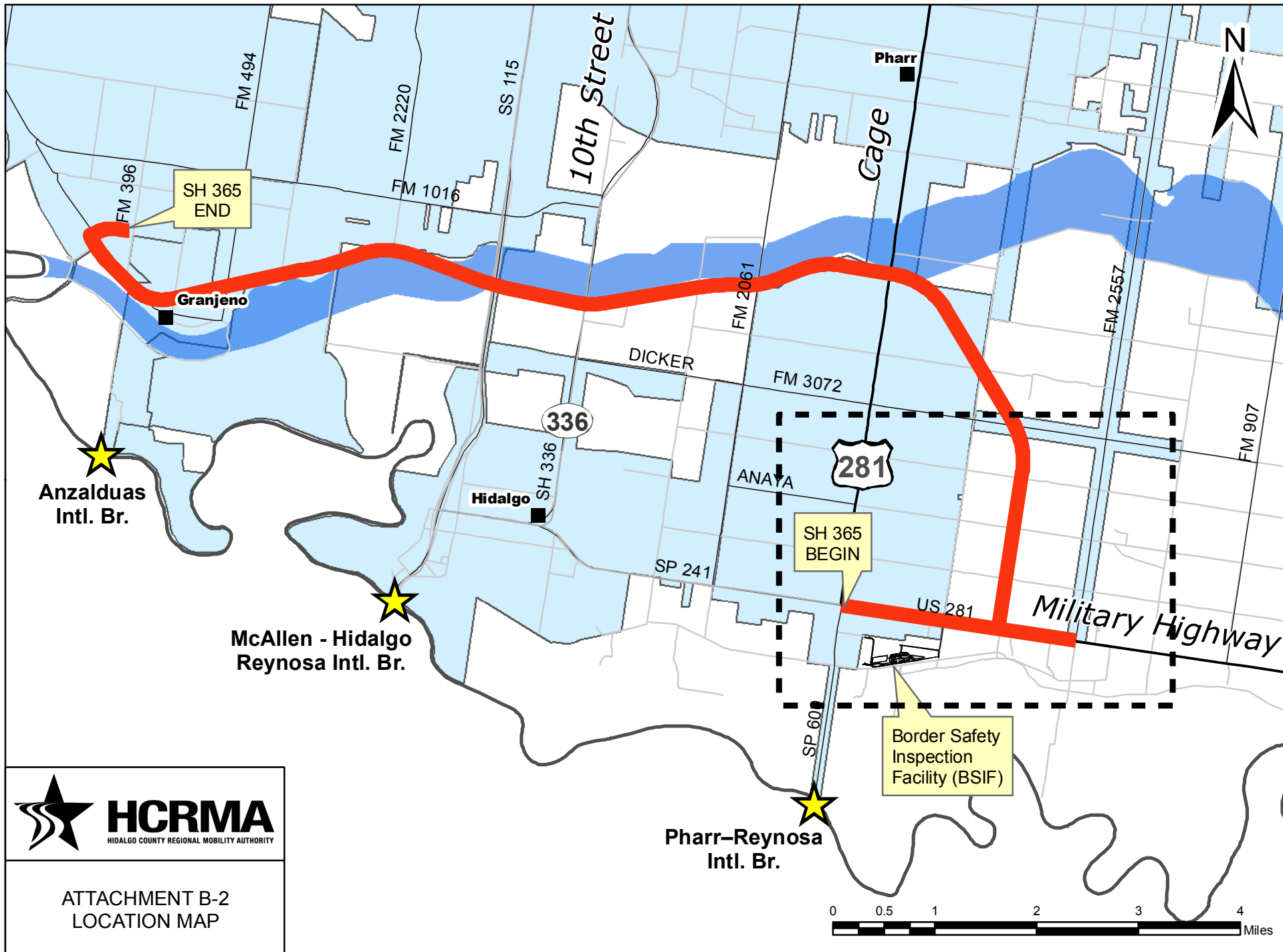
- YES* YES* 1. Construction Bidding Assistance
After acceptance by HCRMA of the Bidding Documents and upon written authorization by HCRMA to proceed, Engineer shall:
- a. Assist HCRMA in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued.
 - b. Attend Pre-bid Conference
 - c. Develop Addenda for HCRMA as appropriate to clarify, correct, or change the Bidding Documents.
 - d. Provide Project design information or assistance needed by HCRMA in the course of the bid submittal with prospective contractors.
 - 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.
- YES* YES* 2. Services during Construction
Upon successful completion of the Bidding, and upon concurrence from HCRMA, Engineer shall:
- a. *Pre-Construction Conference.* Participate in a Pre-Construction Conference (if required) Prior to commencement of Work at the Site. (Task Performed by HCRMA 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 to take 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 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 HCRMA PMC / GEC).
 - d. Substitutes and “or-equal.” Evaluate and determine the acceptability of substitute “or-equal”. Materials and equipment proposed by Contractor.
 - e. *Interpretation of Intent.* The Engineer shall provide interpretation and clarification of design intent throughout the construction of the project.

(* = Task anticipated to be handled by HCRMA PMC/GEC)

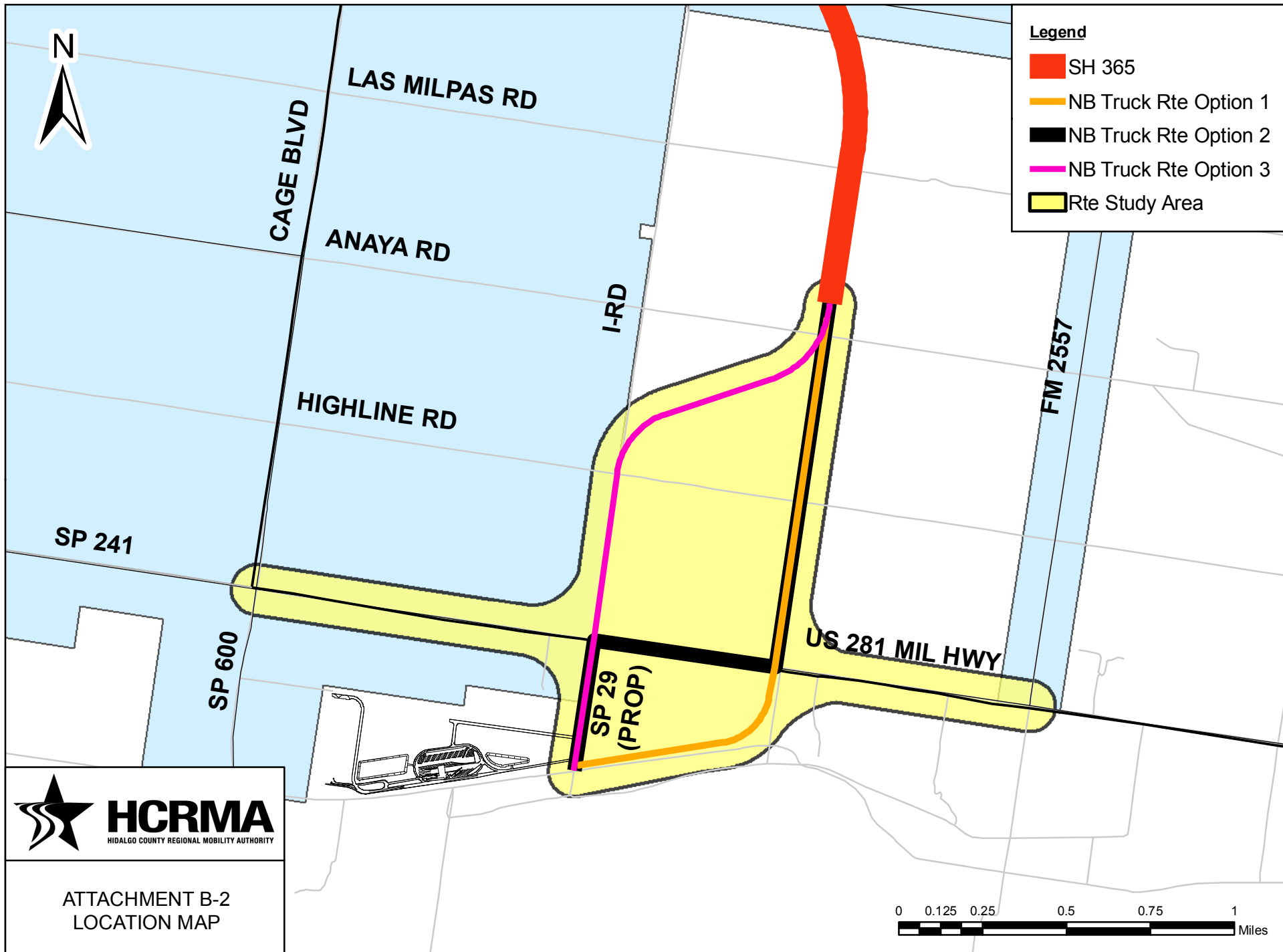
**ATTACHMENT B-1 THROUGH B-5
LOCATION MAPS**

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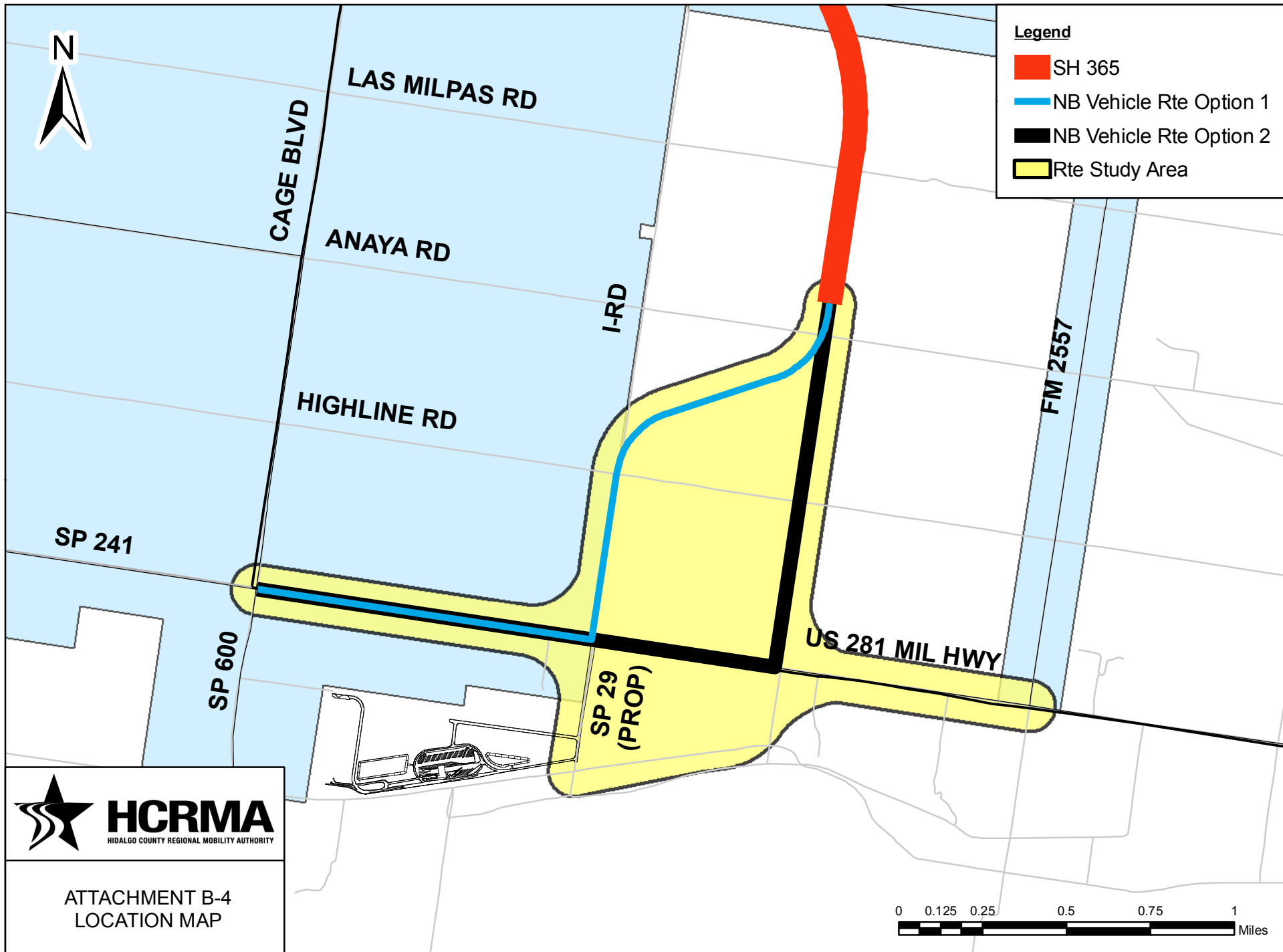


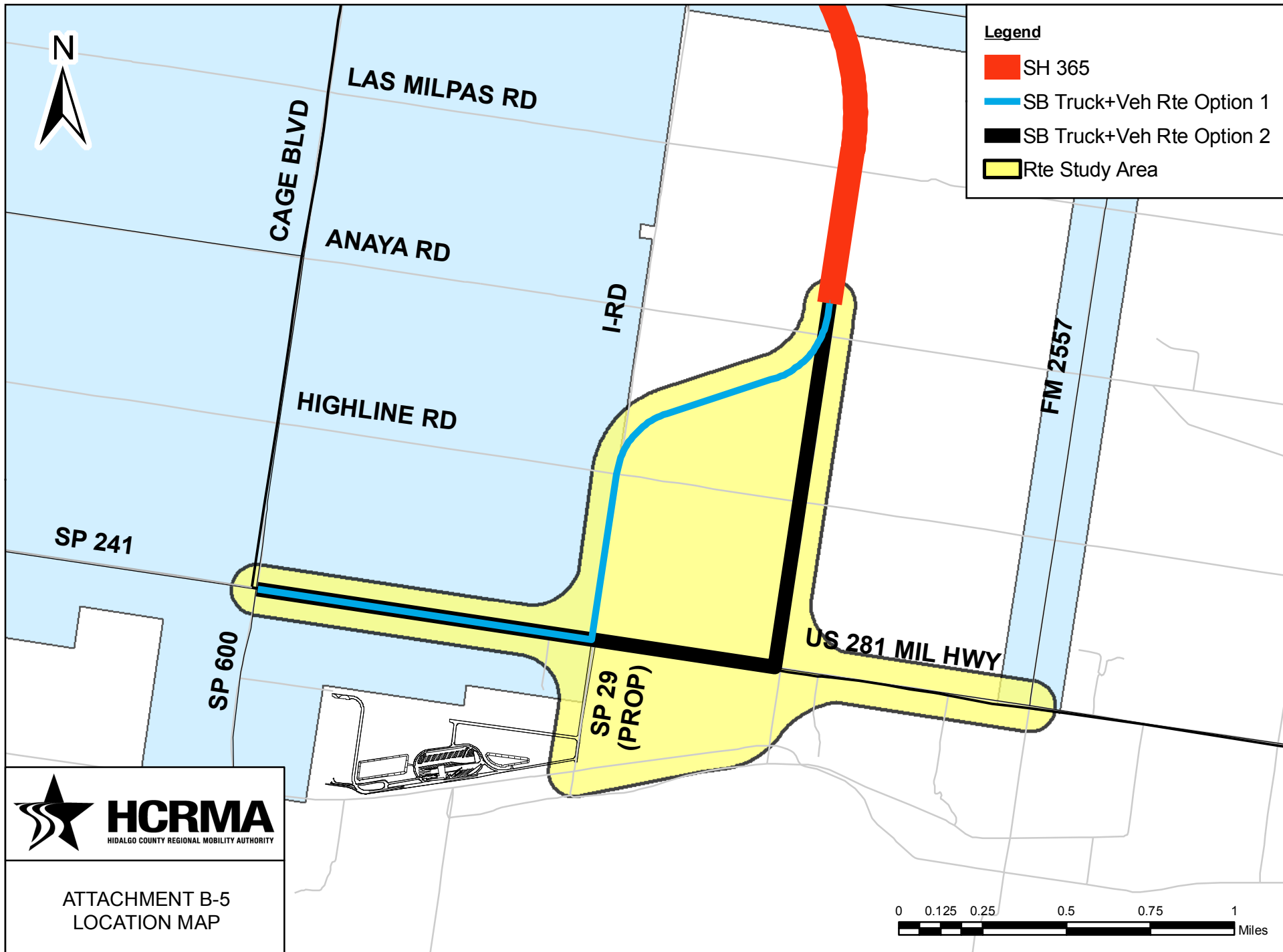


ATTACHMENT B-2
LOCATION MAP



ATTACHMENT B-2
LOCATION MAP





ATTACHMENT C
FEE SCHEDULE

**ATTACHMENT C
FEE SCHEDULE**

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

PRIME OR SUBPROVIDER NAME: TEDSI INFRASTRUCTURE GROUP, INC.

Direct Labor		Contract Rate				
Labor/Staff Classification	Hourly Base Rate	FY 12/13				
Senior Project Manager	\$63.00	\$189.02				
Project Manager	\$61.00	\$183.02				
Senior Engineer (V Civil)	\$57.00	\$171.01				
Project Engineer (V Civil)	\$45.00	\$135.01				
Project Engineer (III, IV Civil)	\$40.00	\$120.01				
EIT	\$35.00	\$105.01				
Senior Engineering Tech.	\$30.00	\$90.01				
CADD Operator	\$25.00	\$75.01				
Admin/Clerical	\$20.00	\$60.01				

NOTE:
1.) The Engineer's policy is to prepare its overhead schedules which supports the statement of Direct Labor; Fringe Benefits and General Overhead, on the basis of accounting prescribed by the Federal Acquisition Regulations (FAR); Title 48, Parts 31.105 and 31.2. The General Overhead Item consists of indirect labor which is labor not directly charged to a specific task on an individual project; federal income tax; insurance; allowable bad debt expense; depreciation and amortization; building services; utilities; taxes; promotion expense; supplies; telephone; pagers; printing and reproduction not directly charged to a specific task on an individual project; lease expense; dues, repairs and maintenance; travel; automobile expense; meals; parking; computers; deliveries not directly charged to a specific task on an individual project; recruiting; professional fees; contributions; gifts; payroll services; moving expenses and miscellaneous expenses.

**ATTACHMENT C
FEE SCHEDULE**

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

PRIME OR SUBPROVIDER NAME: UNINTECH CONSULTING ENGINEERS, INC.

Direct Labor		Contract Rate				
Labor/Staff Classification	Hourly Base Rate	FY 12/13				
Senior Project Manager	\$72.29	\$194.82				
QA/QC Officer	\$72.29	\$194.82				
Project Manager	\$61.00	\$164.40				
Senior Engineer	\$58.00	\$156.31				
Project Engineer	\$52.00	\$140.14				
Engineer (Intern) (EIT)	\$32.00	\$86.24				
Senior Design	\$32.00	\$86.24				
Engineering Tech/CADD	\$22.00	\$59.29				
CADD Operator	\$23.50	\$63.33				
Constr. Super.	\$40.50	\$109.15				
Construction Observer II	\$34.00	\$91.63				
Construction Observer I	\$27.00	\$72.77				
Administrative Assistant	\$20.00	\$53.90				
Negotiated Overhead Rate:	145.0%					
Negotiated Profit Rate:	10.0%					
Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment. For Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours required. Rates billed should correspond to the fiscal or calendar year, if applicable, in which the hours were worked. If rates by year are included, the rates for the last year shown apply to all later years. If only one set of rates is included, with no year designation, the rates shown apply to all later years. For Lump Sum Payment Basis - Physical percent complete to be billed. Documentation of hours not required. Any staffing or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.						

NOTE:
1.) The Engineer's policy is to prepare its overhead schedules which supports the statement of Direct Labor; Fringe Benefits and General Overhead, on the basis of accounting prescribed by the Federal Acquisition Regulations (FAR); Title 48, Parts 31.105 and 31.2. The General Overhead Item consists of indirect labor which is labor not directly charged to a specific task on an individual project; federal income tax; insurance; allowable bad debt expense; depreciation and amortization; building services; utilities; taxes; promotion expense; supplies; telephone; pagers; printing and reproduction not directly charged to a specific task on an individual project; lease expense; dues, repairs and maintenance; travel; automobile expense; meals; parking; computers; deliveries not directly charged to a specific task on an individual project; recruiting; professional fees; contributions; gifts; payroll services; moving expenses and miscellaneous expenses.

**ATTACHMENT C
FEE SCHEDULE**

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

PRIME OR SUBPROVIDER NAME: GUZMAN & MUNOZ ENGINEERING AND SURVEYING, INC.

Direct Labor		Contract Rate				
Labor/Staff Classification	Hourly Base Rate	FY 12/13				
Principal Engineer	\$70.00	\$188.65				
Senior Project Manager	\$50.00	\$134.75				
QA/QC Manager	\$50.00	\$134.75				
Project Manager	\$50.00	\$134.75				
Senior Engineer	\$58.00	\$156.31				
Project Engineer	\$52.00	\$140.14				
Engineer in Training (EIT)	\$32.00	\$86.24				
Senior Designer	\$32.00	\$86.24				
Engineering Tech/CADD	\$22.00	\$59.29				
CADD Operator	\$25.00	\$67.38				
Administrative Assistant	\$15.00	\$40.43				
Inspector	\$20.00	\$53.90				
Surveyor (RPLS)	\$40.00	\$107.80				
2-Man Survey Crew	\$120.00	\$323.40				
3-Man Survey Crew	\$130.00	\$350.35				
4-Man Survey Crew	\$150.00	\$404.25				
Negotiated Overhead Rate:	145.0%					
Negotiated Profit Rate:	10.0%					
Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment. For Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours required. Rates billed should correspond to the fiscal or calendar year, if applicable, in which the hours were worked. If rates by year are included, the rates for the last year shown apply to all later years. If only one set of rates is included, with no year designation, the rates shown apply to all later years. For Lump Sum Payment Basis - Physical percent complete to be billed. Documentation of hours not required. Any staffing or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.						

NOTE:
1.) The Engineer's policy is to prepare its overhead schedules which supports the statement of Direct Labor; Fringe Benefits and General Overhead, on the basis of accounting prescribed by the Federal Acquisition Regulations (FAR); Title 48, Parts 31.105 and 31.2. The General Overhead Item consists of indirect labor which is labor not directly charged to a specific task on an individual project; federal income tax; insurance; allowable bad debt expense; depreciation and amortization; building services; utilities; taxes; promotion expense; supplies; telephone; pagers; printing and reproduction not directly charged to a specific task on an individual project; lease expense; dues, repairs and maintenance; travel; automobile expense; meals; parking; computers; deliveries not directly charged to a specific task on an individual project; recruiting; professional fees; contributions; gifts; payroll services; moving expenses and miscellaneous expenses.

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

BARRERA - TORRES INFRASTRUCTURE, PLCC

NOTE:
1.) The Engineer's policy is to prepare its overhead schedules which supports the statement of Direct Labor; Fringe Benefits and General Overhead, on the basis of accounting prescribed by the Federal Acquisition Regulations (FAR); Title 48, Parts 31.105 and 31.2. The General Overhead Item consists of indirect labor which is labor not directly charged to a specific task on an individual project; federal income tax; insurance; allowable bad debt expense; depreciation and amortization; building services; utilities; taxes; promotion expense; supplies; telephone; pagers; printing and reproduction not directly charged to a specific task on an individual project; lease expense; dues, repairs and maintenance; travel; automobile expense; meals; parking; computers; deliveries not directly charged to a specific task on an individual project; recruiting; professional fees; contributions; gifts; payroll services; moving expenses and miscellaneous expenses.

**ATTACHMENT C
FEE SCHEDULE**

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

PRIME OR SUBPROVIDER NAME: L&G ENGINEERING LABORATORY

Direct Labor		Contract Rate			
Labor/Staff Classification	Hourly Base Rate		FY 12	FY 13	
Principal	\$0.00		\$0.00	\$0.00	
Senior Project Manager	\$65.00		\$245.71	\$253.08	
Senior Geotechnical Engineer	\$46.00		\$173.88	\$179.10	
Geotechnical Engineer	\$37.00		\$139.86	\$144.06	
Design Engineer	\$34.00		\$128.52	\$132.38	
EIT	\$28.00		\$105.84	\$109.02	
Engineering Specialist	\$32.00		\$120.96	\$124.59	
Junior Engineering Specialist	\$28.00		\$105.84	\$109.02	
Engineering Tech	\$23.00		\$86.94	\$89.55	
Junior Engineering Tech	\$21.00		\$79.38	\$81.76	
CADD Operator	\$19.00		\$71.82	\$73.97	
Concrete & Asphalt Technician	\$15.00		\$56.70	\$58.40	
Soils & Aggregate Technician	\$12.00		\$45.36	\$46.72	
Biologist	\$16.00		\$60.48	\$62.29	
Senior Environmental Scientist/Specialist	\$43.00		\$162.54	\$167.42	
Environmental Scientist/Specilist	\$25.00		\$94.50	\$97.34	
Admin/Clerical	\$12.00		\$45.36	\$46.72	
Negotiated Overhead Rate:	228.08%				
Negotiated Profit Rate:	12.0%				
Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment. For Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours required. Rates billed should correspond to the fiscal or calendar year, if applicable, in which the hours were worked. If rates by year are included, the rates for the last year shown apply to all later years. If only one set of rates is included, with no year designation, the rates shown apply to all later years. For Lump Sum Payment Basis - Physical percent complete to be billed. Documentation of hours not required. Any staffing or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.					

NOTE:
1.) The Engineer's policy is to prepare its overhead schedules which supports the statement of Direct Labor; Fringe Benefits and General Overhead, on the basis of accounting prescribed by the Federal Acquisition Regulations (FAR); Title 48, Parts 31.105 and 31.2. The General Overhead Item consists of indirect labor which is labor not directly charged to a specific task on an individual project; federal income tax; insurance; allowable bad debt expense; depreciation and amortization; building services; utilities; taxes; promotion expense; supplies; telephone; pagers; printing and reproduction not directly charged to a specific task on an individual project; lease expense; dues, repairs and maintenance; travel; automobile expense; meals; parking; computers; deliveries not directly charged to a specific task on an individual project; recruiting; professional fees; contributions; gifts; payroll services; moving expenses and miscellaneous expenses.

**ATTACHMENT C
FEE SCHEDULE**

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

PRIME OR SUBPROVIDER NAME: CORTAN ENGINEERING, PLLC

Direct Labor		Contract Rate				
Labor/Staff Classification	Hourly Base Rate	FY 12/13				
Senior Project Manager/QAQC Manager	\$60.00	\$164.64				
Project Manager	\$57.00	\$156.41				
Senior Engineer	\$53.00	\$145.43				
Project Engineer	\$45.00	\$123.48				
Engineer In Training	\$33.00	\$90.55				
Senior Engineering Technician	\$27.00	\$74.09				
Engineering Technician	\$25.00	\$68.60				
CADD Operator	\$22.00	\$60.37				
Admin/Clerical	\$20.00	\$54.88				

NOTE:
1.) The Engineer's policy is to prepare its overhead schedules which supports the statement of Direct Labor; Fringe Benefits and General Overhead, on the basis of accounting prescribed by the Federal Acquisition Regulations (FAR); Title 48, Parts 31.105 and 31.2. The General Overhead Item consists of indirect labor which is labor not directly charged to a specific task on an individual project; federal income tax; insurance; allowable bad debt expense; depreciation and amortization; building services; utilities; taxes; promotion expense; supplies; telephone; pagers; printing and reproduction not directly charged to a specific task on an individual project; lease expense; dues, repairs and maintenance; travel; automobile expense; meals; parking; computers; deliveries not directly charged to a specific task on an individual project; recruiting; professional fees; contributions; gifts; payroll services; moving expenses and miscellaneous expenses.

OTHER DIRECT EXPENSES

Type	Unit	Fixed Cost / Remarks	Maximum Cost
LODGING	day/person	Current State Rate	
MEALS	day/person	Current State Rate	
MILEAGE	mile	Current State Rate	\$ 0.55
CAR RENTAL	day		\$ 60.00
AIR TRAVEL (COACH/BUSINESS CLASS)	each		at cost
8.5"X11" COPIES	sheet		\$ 1.00
11"X17" COPIES	sheet		\$ 1.50
11"X17" MYLAR	sheet		\$ 2.00
COLOR PLOTS	square foot		\$ 4.00
OVERNIGHT MAIL - LETTER SIZE	each		\$ 15.00
OVERNIGHT MAIL - OVERSIZED BOX	each		\$ 25.00

FEE SCHEDULE 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.

OTHER DIRECT EXPENSES

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

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.

OTHER DIRECT EXPENSES

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.

OTHER DIRECT EXPENSES

NOTE: For Cost Plus Fixed Fee, Specified Rate, and Unit Cost - Miscellaneous other direct expenses up to \$100 per unit will be reimbursed at cost if approved and documented in advance by the Authority Executive Director. Miscellaneous other direct expenses of \$100 per unit or more will not be reimbursed unless a supplemental agreement to the contract and work authorization (if WAs are used) has been executed in advance authorizing the miscellaneous other direct expenses. No more than \$2,500 in miscellaneous other direct expenses may be approved by the Authority Executive Director over the life of this contract including prime provider and subproviders. **For Lump Sum** - This statement does not apply.

Profit not allowed on Other Direct Expenses. Costs included in overhead will not be reimbursed as other direct expenses. **For Cost Plus Fixed Fee, Specified Rate, and Unit Cost** - Unless fixed, actual rates to be billed not to exceed the maximum shown. Documentation such as receipts or usage logs for other direct expenses are necessary for reimbursement, except for meals. **For Lump Sum** - No documentation required. Invoicing by physical percent complete includes combination of direct labor and other direct expenses.

NOTE:

1.) The Engineer's policy is to prepare its overhead schedules which supports the statement of Direct Labor; of Fringe Benefits and General Overhead, on the basis accounting prescribed by the Federal Acquisition Regulations (FAR); Title 48, Parts 31.105 and 31.2. The General Overhead Item consists of indirect labor which is labor not directly charged to a specific task on an individual project; federal income tax; insurance; allowable bad debt expense; depreciation and amortization; building services; utilities; taxes; promotion expense; supplies; telephone; pagers; printing and reproduction not directly charged to a specific task on an individual project; lease expense; dues, repairs and maintenance; travel; automobile expense; meals; parking; computers; deliveries not directly charged to a specific task on an individual project; recruiting; professional fees; contributions; gifts; payroll services; moving expenses and miscellaneous expenses.

ATTACHMENT C-1
MAXIMUM AMOUNT PAYABLE

ATTACHMENT "C-1"
MAXIMUM AMOUNT PAYABLE

				% OF ESTIMATED CONSTR. COST
NO.	TASK	PROJECTED HOURS	ENGINEERING FEE	\$ 18,024,773
1	Develop 4 Lane Schematics, Route Studies; Drainage Studies and Utility Research	2,704	\$ 270,372.00	1.5%
2	Survey Topo	901	\$ 54,074.00	0.3%
3	Survey Parcel Maps	413	\$ 24,800.00	0.1%
4	Final Design (Development of Plans and Specifications / Geotechnical	9,914	\$ 991,363.00	5.5%
5	Construction Administration (Shop Drawing Review)	901	\$ 90,124.00	0.5%
Totals		14,833	\$ 1,430,733.00	7.9%



















Assumptions:

- 1) Projected construction cost for SH 365 Segment 3 at US 281 Military Highway: \$18,024,773
- 2) Average hourly rate for engineering = \$100/Hour
- 3) Average hourly rate for surveying topo = \$60/Hour
- 4) Average hourly rate for surveying (parcel maps) = \$60 / hr (utilizing 8 parcels @ \$3,100.00 / parcel)
- 5) 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 D
WORK SCHEDULE

Attachment D - Work Schedule
SH 365 Segment 3 at US 281 Military Highway

ID	Task Name	Cost	Start	Finish			2012				2013				2014				2015				2016
					Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
0	SH 365 Seg 3 Max Payable to Engineer	\$1,430,733.00	Tue 11/1/11	Sun 11/1/15																			
1	Environmental (by Others)		Wed 5/2/12	Sun 9/1/13																			
2	Schematics, Route Studies; Drainage Studies and Utility Research	\$270,372.00	Mon 7/2/12	Sun 9/1/13																			
3	Survey (Topo/Aerial)	\$54,074.00	Mon 7/2/12	Mon 10/1/12																			
4	Survey (R.O.W. strip + individual parcel maps)	\$24,800.00	Tue 11/1/11	Fri 2/1/13																			
5	Design Engineering / Geotechnical	\$991,363.00	Fri 2/1/13	Sun 12/1/13																			
6	Construction Administration (by Others) - Shop Drawing Review (by Engineer)	\$90,124.00	Thu 5/1/14	Sun 11/1/15																			

Project: SH 365 Seg 3 Max Payable Date: Wed 6/6/12	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Progress	
	Milestone		External Milestone		Manual Task		Start-only			
	Summary		Inactive Task		Duration-only		Finish-only			

ATTACHMENT E
CERTIFICATE OF INSURANCE

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 Bell Insurance Group 4544 Post Oak Place, Suite 320 Houston, TX 77027	CONTACT NAME: Nicole Schlueter	
	PHONE (A/C, No, Ext): 713-463-4550	FAX (A/C, No): 713-463-4590
INSURED TEDSI Infrastructure Group, Inc. 1201 East Expressway #83 Mission, TX 78572	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Casualty Company	NAIC #: 20427
	INSURER B: Valley Forge Insurance Company	20508
	INSURER C: Continental Casualty	20443
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2011-2012 Mission

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			1075066054	09/11/2011	09/11/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			2097261054	09/11/2011	09/11/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
C	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	2090503299	09/11/2011	09/11/2012	EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			268980107	09/11/2011	09/11/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			AEH113771047	09/11/2011	09/11/2012	\$2,000,000 Each Claim \$2,000,000 Aggregate

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

Project: US-281 Military Highway; Hidalgo County Regional Mobility Authority is additional insured respects general liability as required by written contract. Waiver of subrogation in favor Hidalgo County Regional Mobility Authority as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County Regional Mobility Authority 510 S. Pleasantview Dr. Weslaco, TX 78596	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  Byron Johnson/NICOLE

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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

Signature: _____

Date: _____

ENGINEER

Signature: _____

Date: _____

ATTACHMENT G
DBE CERTIFICATIONS

To Be Provided Before Execution

ATTACHMENT H
CONFLICT OF INTEREST S WGUVQPPCKTG

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

Jesse Salinas, CEO - Employee of TEDSI Infrastructure Group, Inc.

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

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

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

Mr. Godfrey Garza, CFM

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

Business relationship - TEDSI Infrastructure Group, Inc. has a current contract agreement with Integ Consulting, Inc. to provide professional services on various projects.

4

Signature of person doing business with the governmental entity

Date

05-14-12

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Mr. Tracey Hill

Name of Officer

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Ms. Sharon Becca

Name of Officer

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Craig F. Stong, P.E. - Employee of TEDSI Infrastructure Group, Inc.

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Mr. Godfrey Garza, CFM

Name of Officer

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Ms. Sharon Becca

Name of Officer

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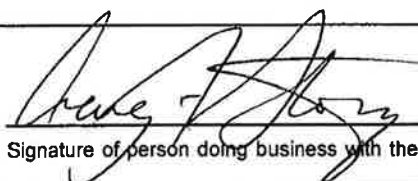
☐ Yes

☒ No

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

Business relationship - TEDSI Infrastructure Group, Inc. has a current contract agreement with Atkins to provide professional services on various projects.

4


Signature of person doing business with the governmental entity


Date

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

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OFFICE USE ONLY

Date Received

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

Jules M. Morris, Jr., P.E. - Employee of TEDSI Infrastructure Group, Inc.

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

Name of Officer

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☐ Yes☒ No

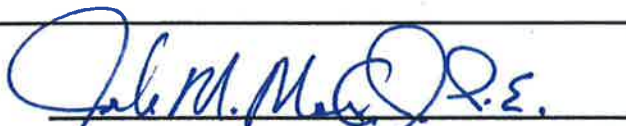
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☐ Yes☒ No

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

Business relationship - TEDSI Infrastructure Group, Inc. has a current contract agreement with Atkins to provide professional services on various projects.

4


Signature of person doing business with the governmental entity

7/21/11
Date

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

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Name of Officer

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☐

Yes

☒

No

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Yes

☒

No

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

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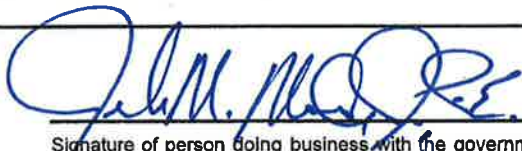
Yes

☒

No

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Business relationship - TEDSI Infrastructure Group, Inc. has a current contract agreement with Integ Consulting, Inc. to provide professional services on various projects.

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Signature of person doing business with the governmental entity

7/21/11

Date

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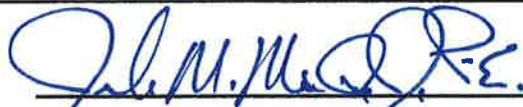
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Signature of person doing business with the governmental entity

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Mark W. Lupher, P.E., RPLS, CFM - Employee of TEDSI Infrastructure Group, Inc.

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7.13.11

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Date Received

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

Mark W. Luper, P.E., RPLS, CFM - Employee of TEDSI Infrastructure Group, Inc.

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

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

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

Name of Officer

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

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

☐

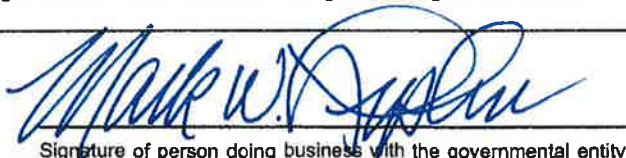
Yes

☒

No

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

Business Relationship - TEDSI Infrastructure Group, Inc., has a current contract agreement with Atkins to provide professional services on various projects.

4
Signature of person doing business with the governmental entity7.13.11

Date

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

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This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

Mark W. Luper, P.E., RPLS, CFM - Employee of TEDSI Infrastructure Group, Inc.

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

Ms. Sharon Becca

Name of Officer

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

☐ Yes ☒ No

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

☐ Yes ☒ No

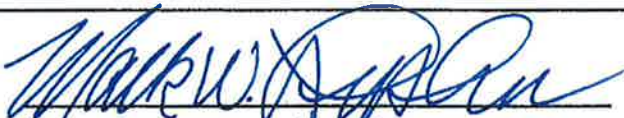
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☐ Yes ☒ No

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

Business Relationship - TEDSI Infrastructure, Inc. has a current contract agreement with Atkins to provide professional services on various projects.

4


Signature of person doing business with the governmental entity

7.13.11

Date

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

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OFFICE USE ONLY

Date Received

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

Linhua Li, P.E. - Employee of TEDSI Infrastructure Group, Inc.

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

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

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

Mr. Godfrey Garza, CFM

Name of Officer

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

Business Relationship - TEDSI Infrastructure Group, Inc., has a current contract

agreement with Integ Consulting, Inc. to provide professional services on various projects

4

Signature of person doing business with the governmental entity

7-13-2011

Date

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OFFICE USE ONLY

Date Received

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

Linhua Li, P.E. - Employee of TEDSI Infrastructure Group, Inc.

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

3**Name of local government officer with whom filer has employment or business relationship.**Mr. Tracey Hill

Name of Officer

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

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

Business Relationship - TEDSI Infrastructure Group, Inc., has a current contract agreement with Atkins to provide professional services on various projects.

4
Signature of person doing business with the governmental entity7-13-2011

Date

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Date Received

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

Linhua Li, P.E. - Employee of TEDSI Infrastructure Group, Inc.

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

Ms. Sharon Becca

Name of Officer

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☐ Yes ☒ No

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☐ Yes ☒ No

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

☐ Yes ☒ No

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

Business Relationship - TEDSI Infrastructure, Inc. has a current contract agreement with Atkins to provide professional services on various projects.

4

Signature of person doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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OFFICE USE ONLY

Date Received

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

Kai Zhao, P.E. - Employee of TEDSI Infrastructure Group, Inc.

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

Mr. Godfrey Garza, CFM

Name of Officer

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☐ Yes ☒ No

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

☐ Yes ☒ No

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

Business Relationship - TEDSI Infrastructure Group, Inc., has a current contract

agreement with Integ Consulting, Inc. to provide professional services on various projects

4

Signature of person doing business with the governmental entity

Date

7/13/11

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

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OFFICE USE ONLY

Date Received

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

Kai Zhao, P.E. - Employee of TEDSI Infrastructure Group, Inc.

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

Mr. Tracey Hill

Name of Officer

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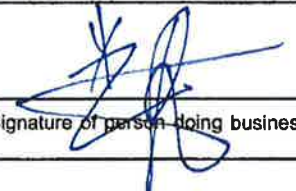
☐ Yes ☒ No

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

☐ Yes ☒ No

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

Business Relationship - TEDSI Infrastructure Group, Inc., has a current contract agreement with Atkins to provide professional services on various projects.

4 
Signature of person doing business with the governmental entity

7/13/11
Date

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

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Date Received

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

Kai Zhao, P.E. - Employee of TEDSI Infrastructure Group, Inc.

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

Ms. Sharon Becca

Name of Officer

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☐ Yes ☒ No

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☐ Yes ☒ No

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

Business Relationship - TEDSI Infrastructure, Inc. has a current contract agreement with Atkins to provide professional services on various projects.

4

Signature of person doing business with the governmental entity

Date

7/13/11

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OFFICE USE ONLY

Date Received

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

Zameer Ahmed, P.E. - Employee of TEDSI Infrastructure Group, Inc.

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

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3 Name of local government officer with whom filer has employment or business relationship.Mr. Godfrey Garza, CFM

Name of Officer

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☐ Yes ☒ No

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

Business Relationship - TEDSI Infrastructure Group, Inc., has a current contract

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Signature of person doing business with the governmental entity7/13/11
Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

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Date Received

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

Zameer Ahmed, P.E. - Employee of TEDSI Infrastructure Group, Inc.

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

Mr. Tracey Hill

Name of Officer

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Business Relationship - TEDSI Infrastructure Group, Inc., has a current contract agreement with Atkins to provide professional services on various projects.

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Signature of person doing business with the governmental entity

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

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Name of Officer

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Business Relationship - TEDSI Infrastructure, Inc. has a current contract agreement with Atkins to provide professional services on various projects.

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OFFICE USE ONLY

Date Received

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

Yohannes Tadesse, P.E. - Employee of TEDSI Infrastructure Group, Inc.

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

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

Mr. Tracey Hill

Name of Officer

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

Business Relationship - TEDSI Infrastructure Group, Inc., has a current contract agreement with Atkins to provide professional services on various projects.

4

Yohannes Tadesse
Signature of person doing business with the governmental entity

7-13-2011
Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

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Date Received

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

Yohannes Tadesse, P.E. - Employee of TEDSI Infrastructure Group, Inc.

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

Mr. Godfrey Garza, CFM

Name of Officer

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

Business Relationship - TEDSI Infrastructure Group, Inc., has a current contract

agreement with Integ Consulting, Inc. to provide professional services on various projects

4

Yohannes Tadesse
Signature of person doing business with the governmental entity

7-13-2011
Date

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

Yohannes Tadesse, P.E. - Employee of TEDSI Infrastructure Group, Inc.

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

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

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

Ms. Sharon Becca

Name of Officer

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

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

Business Relationship - TEDSI Infrastructure, Inc. has a current contract agreement with Atkins to provide professional services on various projects.

4

Yohannes Tadesse
Signature of person doing business with the governmental entity

7-13-2011
Date

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

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A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.GEORGE RAMON**2** ☐ Check this box if you are filing an update to a previously filed questionnaire.

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

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

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

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

☐ Yes☐ No

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

☐ Yes☐ No

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

☐ Yes☐ No

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

4
Signature of person doing business with the governmental entity7-13-2011
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

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

Laura Nassri Warren, AIA/President
The Warren Group Architects, Inc.

OFFICE USE ONLY

Date Received

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

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

3

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

Alonzo Cantu, Board Member

Name of Officer

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

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

☐

Yes

☒

No

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

Laura Nassri Warren, AIA/President of The Warren Group Architects provided Architectural Services to Cantu Construction and Development Co. (Mr. Alonzo Cantu) for Private Development.

☒

Yes

☐

No

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

☐

Yes

☒

No

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

Laura Nassri Warren, AIA/President of The Warren Group Architects provided Architectural Services to Cantu Construction and Development Co. (Mr. Alonzo Cantu) for Private Development.

4

Signature of person doing business with the governmental entity

Date

7-14-2011

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

Min Chow (Clifford) Hew, P.E., — Employee of Unintech Consulting Engineers, Inc.

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

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4


Signature of person doing business with the governmental entity

7-20-11
Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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OFFICE USE ONLY

Date Received

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

Jerome A. Quintero, P.E., R.P.L.S., — Employee of Unintech Consulting Engineers, Inc.

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

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

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

N/A

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

4

Signature of person doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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OFFICE USE ONLY

Date Received

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

Yue (Joseph) Zhu, P.E., — Employee of Unintech Consulting Engineers, Inc.

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

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

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

N/A

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

4


Signature of person doing business with the governmental entity

7-20-11
Date

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

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OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.Jose F. Torres, P.E.**2 ☐ Check this box if you are filing an update to a previously filed questionnaire.**

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

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

Name of Officer

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

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

N/A**4**Jose F. Torres, P.E.

Signature of person doing business with the governmental entity

7/21/2011

Date

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

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OFFICE USE ONLY

Date Received

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

RENE BARBERA, P.E.

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

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

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

N/A

Name of Officer

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

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

N/A

4

Signature of person doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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OFFICE USE ONLY

Date Received

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

Yara M. Corbitt, P.E., President - Cortran Engineering, PLLC

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

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

N/A

Name of Officer

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

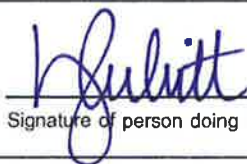
Yes

☐

No

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

4


Signature of person doing business with the governmental entity

07/11/2011

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

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OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.
NONE

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

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

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

NONE

Name of Officer

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

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

☐ Yes ☐ NA No

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

☐ Yes ☐ NA No

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

☐ Yes ☐ NA No

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

4


Signature of person doing business with the governmental entity

July 21, 2011

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

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OFFICE USE ONLY

Date Received

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1 Name of person who has a business relationship with local governmental entity.
NONE

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

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

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

NONE

Name of Officer

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

☐ Yes ☐ NA No

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

☐ Yes ☐ NA No

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

☐ Yes ☐ NA No

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

4

Signature of person doing business with the governmental entity

July 21, 2011

Date

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

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OFFICE USE ONLY

Date Received

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

Mark P. McClelland, PE, Employee of L&G Engineering Laboratory

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

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

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

None

Name of Officer

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

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

☐ Yes☐ No

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

☐ Yes☐ No

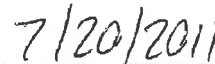
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes☐ No

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

4

Signature of person doing business with the governmental entity



Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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OFFICE USE ONLY

Date Received

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

David A. Saenz, P.E., Employee of L&G Engineering Laboratory

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

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

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

None

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

4



Signature of person doing business with the governmental entity



Date

ATTACHMENT I
DEBARMENT CERTIFICATE



CCO-16
DEBARMENT CERTIFICATION
ARCHITECTURAL, ENGINEERING AND SURVEYING
("PROVIDER") CONTRACTS

Form CCO-16
(Rev. 01/12)
Page 1 of 1

- (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;
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 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and
 - (e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

TEDSI Infrastructure Group, Inc.

Name of Provider

Signature of Certifying Official

Chief Executive Officer

Title of Certifying Official

05/14/12

Date

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

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

* federal, state or local



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Cortran Engineering, PLLC - Yara M. Corbitt

Name of Provider



Signature of Certifying Official

President

Title of Certifying Official

05/12/12

Date

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L&G Engineering Laboratory, LLC.

Name of Provider


Signature of Certifying Official

Jacinto Garza, P.E. CEO/President

Title of Certifying Official

05/14/12

Date

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Guzman & Munoz Engineering and Surveying, Inc.

Name of Provider


Signature of Certifying Official

President

Title of Certifying Official

05/14/12

Date

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Unitech Consulting Engineers, Inc.

Name of Provider

Signature of Certifying Official

CEO

Title of Certifying Official

05/14/12

Date

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BARRERA TORRES INFRASTRUCTURE, PLLC

Name of Provider


Signature of Certifying Official

PRESIDENT
Title of Certifying Official

5/14/12
Date

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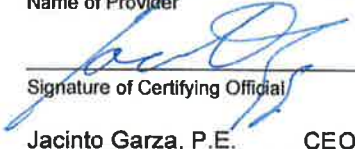
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L&G Engineering Laboratory, LLC.

Name of Provider



Signature of Certifying Official

Jacinto Garza, P.E. CEO/President

Title of Certifying Official

05/14/12

Date

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Work Authorization No. 1

**ATTACHMENT F
WORK AUTHORIZATION**

This work authorization is issued in accordance with the Professional Engineering Services Agreement, dated June 20, 2012, by and between the Hidalgo County Regional Mobility Authority and TEDSI Infrastructure Group, Inc.

Work Task: Route studies and attend meetings with HCRMA and City of Pharr more
particularly described in Exhibit B to this Work Authorization.

Cost: \$142,735.06

Deliverables: 1) Route Study with appropriate drawings and attachments.

Completion Date: November 1, 2012

HCRMA Representative

ENGINEER

Signature: _____

Signature: _____

Date: June 20, 2012

Date: _____

Exhibit A - Services to be Provided by HCRMA

Exhibit B - Detailed Scope of Services to be Provided by the Engineer

Exhibit B-1 through B-5 - Location Maps

Exhibit C - Projected Fee Estimate

Exhibit D - Work Schedule

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

**WORK AUTHORIZATION NO.1
EXHIBITA
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.

ROUTE AND DESIGN STUDIES (FC110)

The **HCRMA** will provide the following:

Design Criteria

1. Attend Design Concept Conference to approve design criteria.
2. Review/approve Design Summary Report.

Route Study/Schematic Update

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

MANAGEMENT (FC164)

The HCRMA will provide the following:

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

EXHIBIT B
DETAILED SCOPE OF SERVICES

WORK AUTHORIZATION NO. 1
EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

The engineer shall provide the following engineer services required for the preparation of the plans, specification and estimate, and related documents for the above noted project. The Engineer shall maintain a direct line of communication and coordinate very closely with the HCRMA and General Engineering Consultant throughout the project. Limits of proposed work is as follows:

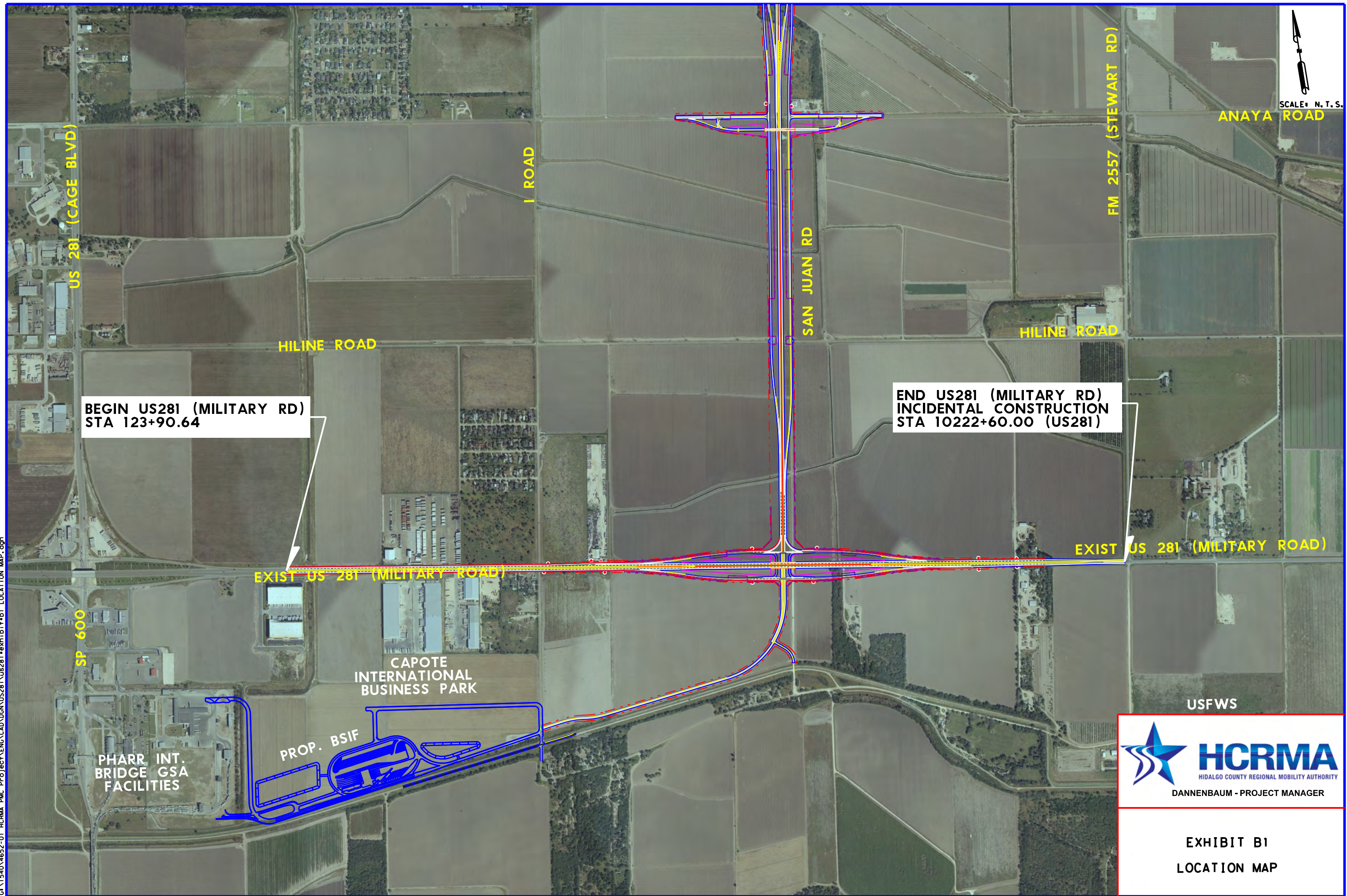
- 1) Along US 281 from Spur 600 to FM 2557.
- 2) I Road from BSIF connection to Highline Road.
- 3) San Juan Road from BSIF connection to Highline Road

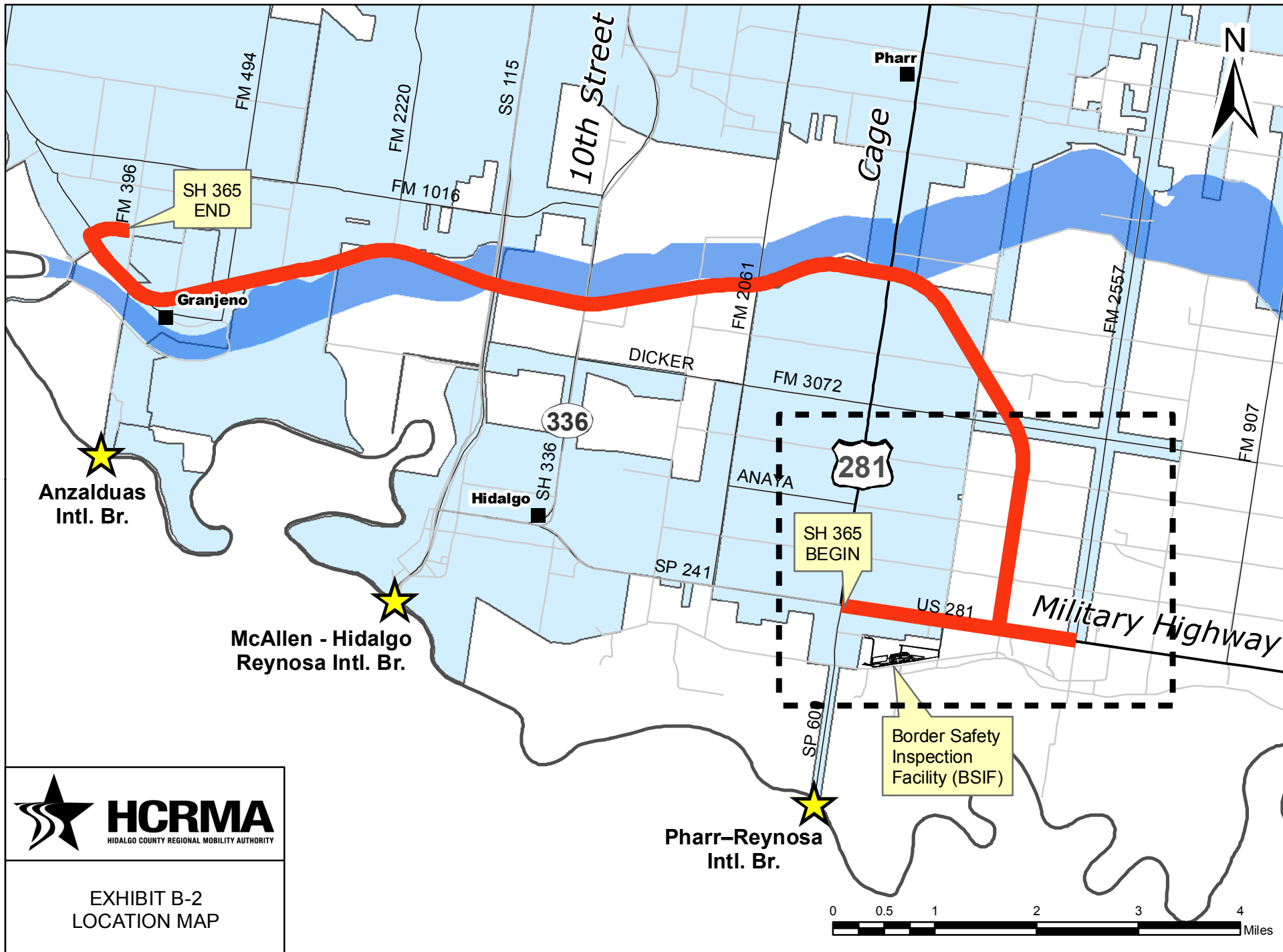
FC110 ROUTE AND DESIGN STUDIES

- 1) Develop Roadway Design Criteria; prepare the Design Summary Report.
- 2) Attend and conduct the Design Concept Conference.
- 3) Attend Eight (8) design review/coordination meeting with HCRMA, City of Pharr and TxDOT.
- 4) Coordinate with HCRMA to obtain readily available information/documents illustrating existing or proposed improvements, digital design files, utilities, etc.
- 5) Develop up to 5 options for preliminary route to be used in the alternative analysis as follows (Note US 281 over San Juan Road is the currently option that has been developed):
 - a) Option No. 1 Evaluate San Juan Road over US 281
 - b) Option No. 2 Evaluate US 281 over I Road
 - c) Option No. 3 Evaluate I Road over US 281
 - d) Option No. 4 Evaluate Frontage Roads from the vicinity of FM 2557 to Spur 600
 - e) Option No. 5 Evaluate Frontage Roads from the vicinity of San Juan Road to Spur 600
- 6) Develop preliminary plan views of each of the options above.
- 7) Develop and assemble Preliminary Construction Cost Estimates for each of the options above.
- 8) Assist the PM in coordinating stakeholder outreach meetings, 4 meetings maximum, and prepare summaries of said meetings to provide to HCRMA.
- 9) 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).
- 10) 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.
- 11) Additional items not specifically mentioned above will be considered additional work and added by supplemental agreement.

**EXHIBIT B-1 THROUGH B-5
LOCATION MAPS**

4:19:09 PM
6/6/2012
ramon.trevino
G:\1540\4652-01 HCRMA PMC Project\ENG\CAD\DCN\US281\exhibit\B1 LOCATION MAP.dgn







HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

EXHIBIT B-2
LOCATION MAP

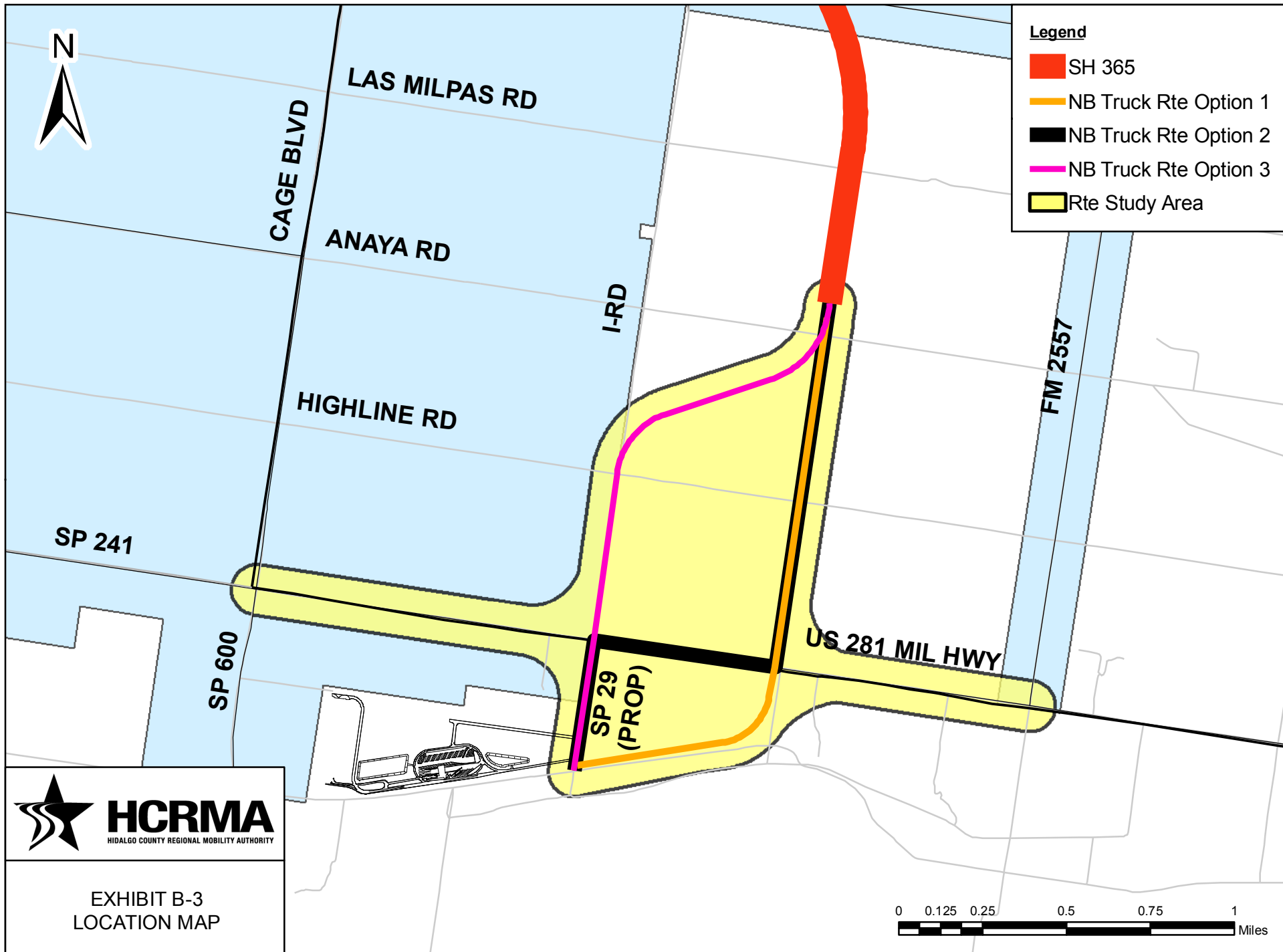
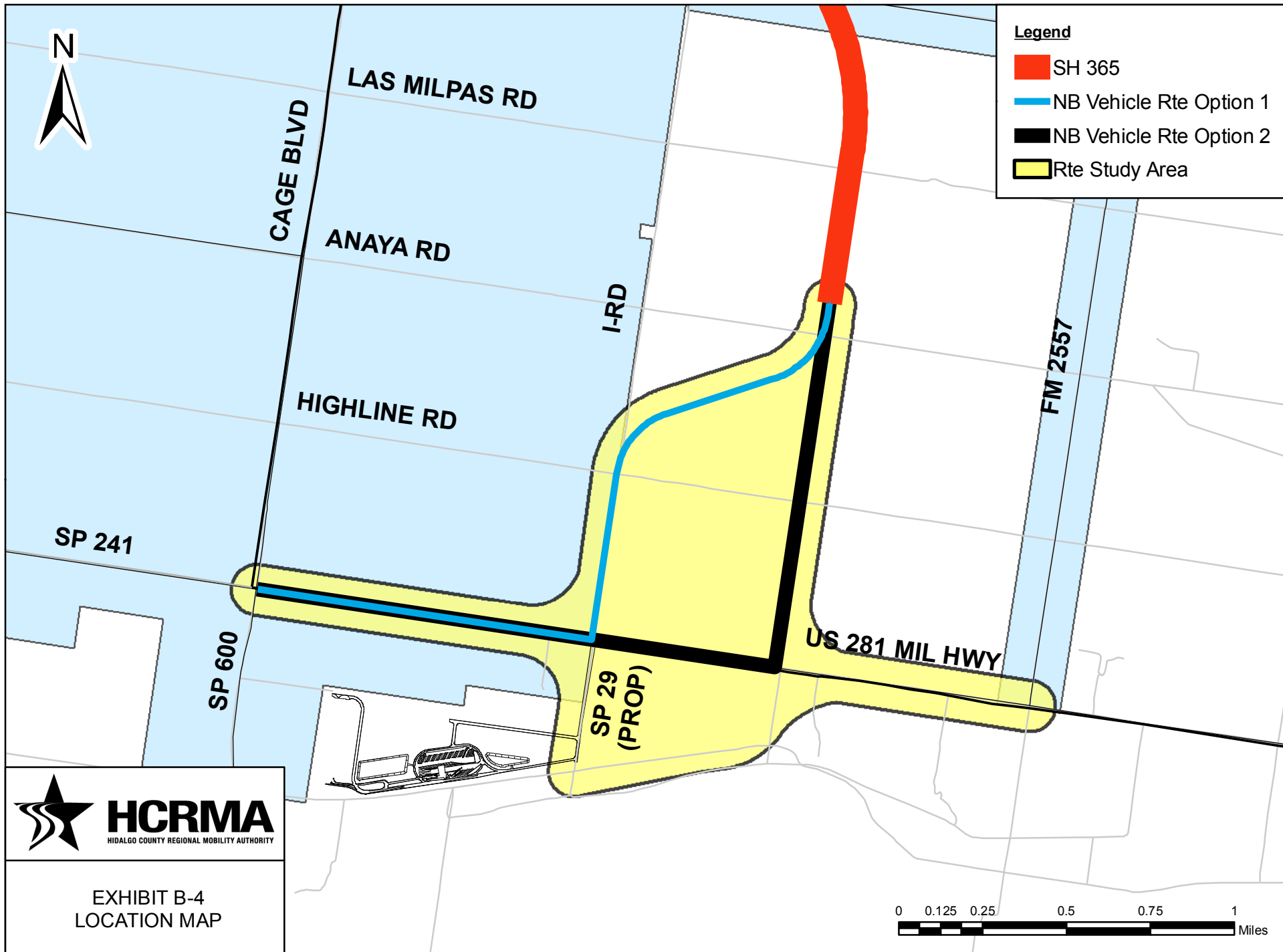


EXHIBIT B-3
LOCATION MAP



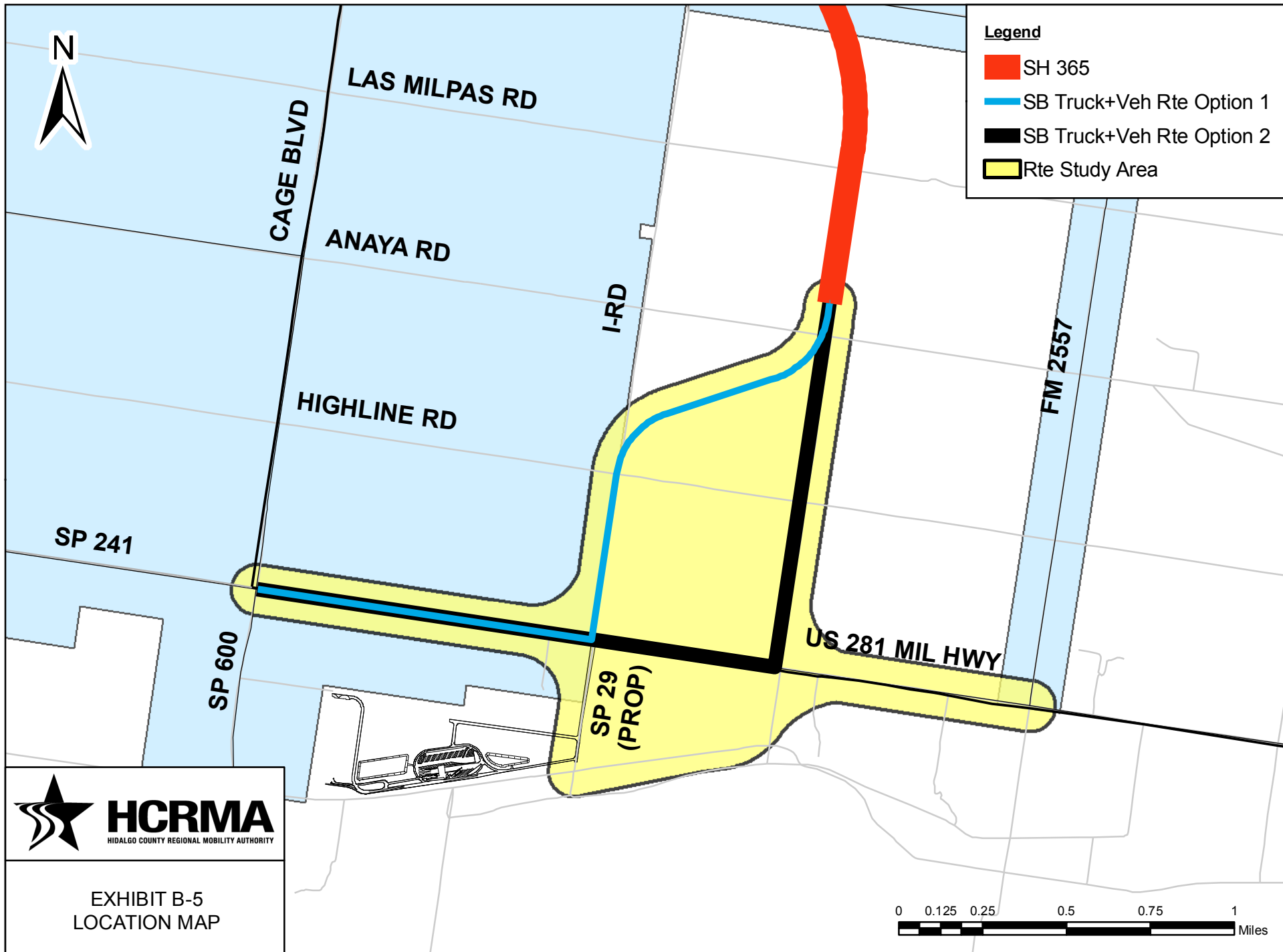


EXHIBIT C
FEE SCHEDULE

WA NO. 1
Schedule Duration: 4.0 Months (July 1, 2012 TO November 1, 2012)

EXHIBIT C
WORK AUTHORIZATION NO. 1
LUMP SUM AMOUNT
SH 365 SEGMENT 3 AT US 281 MILITARY HIGHWAY PROJECT

PROGRAM MANAGEMENT SERVICES	Senior Project Manager	Project Manager	Senior Engineer (V Civil)	Project Engineer (V Civil)	Project Engineer (III, IV Civil)	EIT	Senior Engineering Tech.	CADD Operator	Admin./ Clerical	Total Labor Hrs.	Remarks	Task Cost
DESCRIPTION												
FC 110 - ROUTE AND DESIGN STUDIES												
1.0 ATTEND 8 MEETINGS WITH THE HCRMA / CITY OF PHARR / TXDOT (INCLUDE. PREP. - 4HRS/MTG)	32	0	32	4	32	1	16	1	8	126		\$ 18,001.80
2.0 PREPARE EXHIBITS FOR FIVE (5) OPTIONS	5	10	50	0	75	0	200	0	8	348		\$ 38,808.88
3.0 PREPARE PRELIMINARY COST ESTIMATES FOR FIVE (5) OPTIONS	5	10	25	0	50	0	100	0	20	210		\$ 23,252.33
4.0 ATTEND FOUR (4) MEETINGS WITH STAKEHOLDER OUTREACH MEETINTG (INCLUDE. PREP. - 4HRS/MTG)	16	0	16	4	16	1	8	1	4	66		\$ 9,360.94
4.0 ANALYZE ROUTES FOR FATAL FLAWS	5	30	75	0	100	0	30	0	8	248		\$ 34,443.44
5.0 PREPARE ROUTE STUDY REPORT ON FINDINGS	5	18	45	0	0	0	30	0	10	108		\$ 15,235.52
6.0 QA/QC REPORT	8	0	0	0	0	0	0	0	0	8		\$ 1,512.15
Subtotal	76	68	243	8	273	2	384	2	58	1114	0	\$ 140,615.06
HOURS TOTAL	76	68	243	8	273	2	384	2	58	1,114		
LABOR RATE PER HOUR	\$ 189.02	\$ 183.02	\$ 171.02	\$ 135.01	\$ 120.01	\$105.01	\$90.01	\$75.01	\$ 60.01			
TOTAL DIRECT LABOR COSTS	\$ 14,365.44	\$ 12,445.24	\$ 41,557.16	\$ 1,080.11	\$ 32,763.28	\$ 210.02	\$ 34,563.46	\$ 150.02	\$ 3,480.35	\$ 140,615.08		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	10.22%	8.85%	29.55%	0.77%	23.30%	0.15%	24.58%	0.11%	2.48%	100.00%	CHECK	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	6.82%	6.10%	21.81%	0.72%	24.51%	0.18%	34.47%	0.18%	5.21%	100.00%	\$ 140,615.08	
TOTAL DIRECT LABOR COST												\$ 140,615.06
DIRECT EXPENSES	Rate	Unit	Amount	Total								
LODGING (ALLOWABLE STATE RATE)			0	\$ -							\$ -	
MEALS (ALLOWABLE STATE RATE)		MILE	0	\$ -							\$ -	
MILEAGE (ALLOWABLE STATE RATE)	\$ 0.555	MILE	1,500	\$ 832.50							\$ 832.50	
CAR RENTAL (\$60.00/DAY)		DAY	0	\$ -							\$ -	
AIR TRAVEL (COACH/BUSINESS CLASS) (AT COST)		AT COST	0	\$ -							\$ -	
8.5"X11" COPIES (\$1.00/SHEET)	\$ 1.00	SHEET	300	\$ 300.00							\$ 300.00	
11"X17" COPIES (\$1.50/SHEET)	\$ 1.50	SHEET	125	\$ 187.50							\$ 187.50	
11"X17" MYLAR (\$2.00/SHEET)	\$ 2.00	SHEET	125	\$ 250.00							\$ 250.00	
COLOR PLOTS (\$4.00/SF)	\$ 4.00	SF	100	\$ 400.00							\$ 400.00	
OVERNIGHT MAIL - LETTER SIZE (\$15.00/EA)	\$ 15.00	EACH	10	\$ 150.00							\$ 150.00	
OVERNIGHT MAIL - OVERSIZED BOX (\$25.00/EA)		EACH	0	\$ -							\$ -	
TOTAL DIRECT EXPENSES												\$ 2,120.00
GRAND TOTAL												\$ 142,735.06
ASSUMPTIONS												
NONE												

EXHIBIT D
WORK SCHEDULE

[illegible]

Item 1B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> </u>	AGENDA ITEM	<u>1B</u>
PLANNING COMMITTEE	<u> X </u>	DATE SUBMITTED	<u>6/05/12</u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u>6/11/12</u>
TECHNICAL COMMITTEE	<u> </u>		

2. Agenda Item: **RECOMMENDATION ON LEASE AGREEMENT WITH CITY OF PHARR FOR TEMPORARY ADMINISTRATIVE OFFICES**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
- Consideration and recommendation on lease agreement with the City of Pharr to provide temporary administrative offices City Hall, which is located at 118 South Cage Boulevard, Pharr.
3. Policy Implication: Board Policy, Local Government, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes X No N/A
- Funding Source: General Fund
- Proposed Monthly Lease Amount \$1,000.00
- Office Area 631 square feet
Public Meeting Area 1,411 square feet
5. Staff Recommendation: **Motion to recommend Lease Agreement with the City of Pharr for Administrative Offices at a monthly rate of \$ 1,000.00 per month.**
6. Board Attorney's Recommendation: X Approved Disapproved None
7. Executive Director's Recommendation: X Approved Disapproved None



Memorandum

To: Rick Perez, Chairman – Planning Committee
From: Pilar Rodriguez, PE, Executive Director
Date: June 5, 2012
Re: **Lease Agreement with the City of Pharr for Temporary Administrative Offices**

Attached is a lease agreement with the City of Pharr for temporary administrative offices located at 118 South Cage Boulevard.

On August 22, 2011, the Board of Directors approved a lease agreement with the Pharr Economic Development Corporation II for lease of a building located at 100 South Austin Street in Pharr. Subsequent review of the site by staff found that the facility lacked the necessary technology infrastructure to facilitate HCRMA operations. Additionally, access to a fiber optic network, which would become necessary for future operations, was unavailable.

Staff has met with the Pharr City Manager to discuss other sites that may meet HCRMA needs and that may be available for use. The City Manager has proposed three sites as a long term solutions for the HCRMA. The first site is located adjacent to the Pharr Event Center, the second is the Pharr Chamber of Commerce Building and the other site is located at 5419 North Cage Boulevard, The City of Pharr is currently is in negotiations for acquisition of 5419 North Cage.

In the interim, the City of Pharr is proposing temporary use of offices located at 118 South Cage Boulevard (City Hall). The lease area consist of 631 square feet of office space (3 offices) and 1,411 square feet of public meeting (City Commission Chamber) area. The lease price includes all utilities, facility maintenance and janitorial services. The term would be month to month at a rate of \$1,000 per month (\$0.49 per square foot).

Based on review by this office, approval of the lease agreement with the City of Pharr in the amount of \$1,000 per month is recommended.

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

LEASE AGREEMENT

STATE OF TEXAS

§

§

COUNTY OF HIDALGO

§

THIS LEASE is made and effective this **8th day of June 2012**, by and between **The City of Pharr** hereinafter called “LESSOR” and **Hidalgo County Regional Mobility Authority** hereinafter called “LESSEE.”

WITNESSETH

In consideration of this writing and the terms and provisions herein contained, the parties hereto agree among themselves as follows:

1. LESSOR does hereby lease unto LESSEE and LESSEE does hereby take from LESSOR the premises located at and described as follows:

Pharr City Hall
118 South Cage Boulevard
Pharr, TX 78577

Office space- approximately 631 SF (Suites 402, 403 & 404)
Board room – approximately 1,411 SF (City Commission Chambers)

Hereinafter referred to as the “Leased Premises”.

2. Should the LESSEE at any time fail to pay said rent within ten (10) days after the time herein stipulated, or if default be made in any other provision, that LESSOR may, at its option and upon thirty (30) days’ written notice to LESSEE, terminate the lease agreement.

LESSOR may enter premises at any reasonable hour for the purpose of examining the same or making such repairs or alterations as LESSOR may see it.

I.

LEASE AND TERMS

1.01 Term. The term of this Lease shall be for a period beginning on the 8th day of June 2012 and continuing on a month to month basis during which time the rent shall be a total of one thousand dollars (\$1,000.00) per month for office space and for public meeting space. Rent is due each month on or before 15st day of the month.

1.02 Rent Due Date. Should the LESSEE at any time fail to pay Rent within ten (10) days from the due date as described in Section 1.01, or if default be made in any other provision, the LESSOR may, at its option and upon thirty (30) days' written notice, terminate this Lease Agreement. Further, the LESSOR and LESSEE have the option to terminate this lease at any time by providing thirty (30) days' notice.

1.03 Renewal. LESSEE has the option to renew for one year by providing the LESSOR written notice within sixty (60) days' of the expiration of this Lease.

1.04 Subleasing. The Leased Premises shall not be sublet by LESSEE to any person or entity without written approval of LESSOR, such approval not to be unreasonably withheld.

1.05 Notice. Any and all notice required under this Lease shall be sent Certified Mail to the LESSOR or the LESSEE, as shown below:

AS TO LESSOR:

City of Pharr
Fred Sandoval, City Manager
118 South Cage
Pharr, Texas 78577

AS TO LESSEE:

Hidalgo County Regional Mobility Authority
Pilar Rodriguez, Executive Director
PO Box XX
Pharr, Texas 78577

1.06 The cost of all water, gas, electricity other utilities and janitorial services is included in the rental rate described in section 1.01. The rental rate noted in Section 1.01 for public meeting space includes any consumables normally utilized in conducting public meetings. ~~The cost of all water, gas, electricity and other utilities used on the premises during the term of the lease shall be paid for by LESSEE. In the event that any utility or service provided to the Leased Premises is not separately metered, LESSOR shall pay the amount due and separately invoice LESSEE for LESSEE's pro rata share of the charges. Lessee shall pay such amounts within fifteen (15) days of invoice.~~

1.07 **Use.** LESSEE shall not use said premises for any purpose other than for an office and public meetings, and LESSEE agrees to comply with the laws, statutes and ordinances of the City and State where located.

1.08 **Holding Over.** Subject to the lease renewal option set forth herein, LESSEE shall vacate the Leased Premises upon the expiration or earlier termination of this Lease. LESSEE shall reimburse LESSOR for and indemnify LESSOR against all damages incurred by it from any delay by LESSEE in vacating the Leased Premises. If LESSEE does not vacate the Leased Premises upon the expiration or earlier termination of the Lease, LESSEE's occupancy of the Leased Premises shall be a "month-to-month" vacancy, subject to all of the terms of this Lease applicable to a month-to-month vacancy. This section limited by that is permitted by law.

1.09 **Early Termination.** LESSOR and LESSEE reserve the right to terminate this Lease or any renewal of same after providing thirty (30) days' notice to cancel same.

~~1.10 **Re-letting Charge.** LESSEE will be liable to LESSOR for a re-letting charge of 85% of the highest monthly rent during the Lease Contract a month, if the LESSEE:~~

- ~~A. Moves out without LESSOR's written approval and without paying rent in full for the entire Lease term or renewal period; or~~
- ~~B. Moves out at LESSOR's demand because of LESSEE's default; or~~
- ~~C. Is judicially evicted.~~

~~The re-letting charge is not a cancellation fee and does not release LESSEE from its obligations under the Lease.~~

II. PREMISES

2.01 **Acceptance of Leased Premises.** LESSEE acknowledges that it has fully inspected the Leased Premises and accepts the Leased Premises in its condition as of the execution of this Lease as suitable for the purposes for which it is leased. LESSEE acknowledges that, except as stated in the following sentence or as otherwise set forth in this Lease, neither LESSOR nor any agent of LESSOR has made any representations as to the condition of the Leased Premises or the suitability of the Leased Premises for LESSEE's intended use. LESSOR represents that on the commencement Date, the plumbing, electrical system and exterior doors, and any fire protection sprinkler system, heating system, air conditioning equipment, elevator, roof repairs and repairs existing on the date of this Lease, are or will be in good operating condition.

2.02 **Condition upon Termination.** Upon the termination of this Lease, LESSEE shall surrender the Leased Premises to LESSOR, in the same condition as received except for ordinary wear and tear.

2.03 Alterations or repairs desired by LESSEE to interior of said Leased Premises are to be made at LESSEE's expense and with permission of the LESSOR, such permission not to be unreasonably withheld. ~~LESSOR agrees to maintain exterior of premises, including the roof, gutters, outer walls, landscaping, and downspouts.~~ It is agreed that any signs, trade, fixtures, office furniture, fixtures and equipment installed by LESSEE, may be removed by LESSEE at the termination of this Lease. However, if damage occurs to the Leased Premises in removing any such sign, trade fixtures, office furniture, fixtures and equipment, LESSEE will be responsible for the cost of repairing such damage. If, at the LESSOR's reasonable discretion, it is determined that the removal of an item will cause severe damage to the Leased Premises, the item will not be removed.

2.04 Should LESSOR agree to terms for the sale of the Leased Premises, LESSEE should vacate the premises upon thirty (30) days with written notice.

III. DAMAGE TO LEASED PREMISES

3.01 **Notice.** If the building or other improvements situated on the Leased Premises should be damaged or destroyed by fire, tornado or other casualty, LESSEE agrees to notify LESSOR by written notice of such damage within ten (10) days of the damage occurring.

3.02 **Partial Damage.** If the Leased Premises should be damaged by fire, tornado or other casualty but not to such an extent that rebuilding or repairs cannot reasonably be completed within sixty (60) days from the date of receipt of written notice of the damage, this Lease shall not terminate, but LESSOR shall, at its sole cost and risk, proceed forthwith and use reasonable diligence to rebuild or repair the Leased Premises to substantially the condition of the Leased Premises prior to such damage. If the Leased Premises is unusable by the LESSOR during the period of repair, the Rent shall be adjusted equitably.

3.03 **Substantial or Total Destruction.** If the Leased Premises is substantially or totally destroyed by fire, tornado or other casualty, or so damaged that rebuilding or repairs cannot reasonably be completed within sixty (60) days from the date LESSOR receives written notification by LESSEE of the happening of the damage, this Lease shall terminate at the option of LESSOR and rent shall be abated for the unexpired portion of this Lease, effective from the date of receipt by LESSOR of such written notification. If this Lease is not terminated, the Leased Premises building and the improvements shall be rebuilt or repaired and rent abated to the extent provided under Section 3.02.

IV. CONDEMNATION

~~If during the term of this Lease all or a substantial part of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right or eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall terminate and the Rent shall be abated during the unexpired portion of this Lease, effective from the date of taking of the Leased Premises by the condemning authority. If less than a substantial part of the Leased Premises is taken for public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, either Party may, by written notice, terminate this Lease. LESSOR and LESSEE shall each be entitled to receive and retain such separate award and portions of lumps sum awards as may be allocated to their respective interests in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.~~

V. DEFAULT AND REMEDIES

5.01 Default by LESSEE. The following events shall be deemed to be events of default under this Lease:

- (a) Failure of LESSEE, ~~or any sub-tenant as approved by LESSOR,,~~ to pay any installment of the Rent or other sum payable to LESSOR hereunder on the date that same is due and such failure shall continue for a period of ten (10) days from such due date;
- (b) Failure of LESSEE to comply with any term, condition or covenant of this Lease, other than the payment of rent or other sum of money, and the continued failure to cure such deficiency within thirty (30) days after written notice thereof;
- (c) LESSEE or any guarantor of LESSEE's obligations hereunder shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors;
- (d) LESSEE or any guarantor of LESSEE's obligations hereunder shall commence any case, proceeding or other action seeking recognition arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or

relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property;

- (e) Any case, proceeding or other action against LESSEE or any guarantor of LESSEE's obligation hereunder shall be commenced seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any Law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and LESSEE (i) fails to obtain a dismissal of such case, proceeding, or other action within sixty (60) days of its commencement or (ii) is the subject of an Order of Relief which is not fully stayed within seven business days after the entry thereof, or
- (f) Abandonment by LESSEE of any substantial portion of the Leased Premises or cessation of the use of the Leased Premises for the purpose leased; and/or
- (g) LESSEE allows a mechanic's lien to be placed on the Leased Premises;

5.02 **Remedies.** Upon the occurrence of any of the events of default listed in Section V, LESSOR shall, as its exclusive remedies, have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- (i) Terminate this Lease, in which event LESSEE shall immediately surrender the Leased Premises to LESSOR. If LESSEE fails to so surrender such Leased Premises, LESSOR may, without prejudice to any other remedy which it may have for possession of the Leased Premises or arrearage in Rent, enter upon and take possession of the Leased Premises and expel or remove LESSEE and any other person who may be occupying such premises or any part thereof, by force if necessary, without being liable for amount of any loss or damage which LESSOR may suffer by reason of such termination, whether through inability to re-let the Leased Premises on satisfactory terms or otherwise;
- (j) Enter upon the Leased Premises, by force, if necessary, without terminating this Lease and without being liable for prosecution of for any claim for damages thereof, and do whatever LESSEE is obligated to do under the terms of this Lease, LESSEE agrees to pay LESSOR on demand for expenses which

LESSOR may incur in thus effecting compliance with LESSEE obligations under this Lease, together with interest thereon at the rate of 10% per annum from the date expanded until paid. LESSOR shall not be liable for any damages resulting to LESSEE from such action, whether caused by negligence of LESSOR or otherwise.

- (k) End LESSEE's right of occupancy by giving thirty (30) days' written notice to vacate. Termination of LESSEE's possession rights or subsequent re-letting does not release LESSEE from liability of future Rent. After giving notice to vacate or filing an eviction suit, LESSOR may still accept Rent or other sums due; the filing or acceptance does not waive or diminish LESSOR's right of eviction or any other contractual or statutory right. Accepting money at any time does not waive LESSOR's right to damages; past or future Rent, or other sums.

5.03 DEFAULT BY LESSOR. LESSEE shall give written notice of any failure by LESSOR to perform any of its obligations under this Lease to LESSOR. LESSOR shall not be in default under this Lease unless LESSOR fails to cure such non-performances within thirty (30) days after receipt of LESSEE's notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, LESSOR shall not be in default if such cure is commenced within such thirty (30) day period and thereafter diligently pursued to completion.

5.04 Waiver. LESSOR's or LESSEE's waiving breach of this Lease by the other party does not constitute a waiver of any other breach.

VI.

LESSOR'S LIEN

In addition to the statutory LESSOR's lien, to the extent permitted by law, LESSEE hereby grants to LESSOR a security interest to secure payment of all rent and other sums of money becoming due hereunder from LESSEE, upon all goods, wares, equipment, fixtures, furniture and other personal property of LESSEE situated in or upon the Leased Premises, together with the proceeds from the sale of lease thereof. Such Leased Premises shall not be removed without consent of LESSOR until all arrearage in Rent and other sums of money then due to LESSOR hereunder shall first have been paid and discharged. Upon the occurrence of an event of default, LESSOR may, in addition to any other remedies provided herein or by law, enter upon the Leased Premises and take possession of any and all goods, wares, equipment, fixtures, furniture and other personal property of LESSEE situated on the Leased Premises without having liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving LESSEE reasonable notice of the time and place of any such sale. Unless otherwise required by law, notice to LESSEE of such sale shall be deemed sufficient if given in the manner prescribed in this

Lease at least ten (10) days before the time of the sale. Any public sale made under this Article shall be deemed to have been conducted in a commercially reasonable manner if held on the Leased Premises or where the property is located, after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county, where the Leased Premises is located for five (5) consecutive days before the date of the sale. LESSOR or its assigns may purchase such property at a public sale and, unless prohibited by Law, at a private sale. The proceeds from any disposition dealt with in this Article, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted herein. Any surplus shall be paid to LESSEE or as otherwise required by law; LESSEE shall pay any deficiencies forthwith. Upon request by LESSOR, LESSEE agrees to execute and deliver to LESSOR a financing statement in form sufficient to perfect the security interest of LESSOR in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code in force in the State of Texas. The statutory lien for rent is expressly reserved; the security interest herein granted is in addition and supplementary thereto.

VII.

INSURANCE

7.01 Casualty Insurance. During the Lease Term, LESSEE shall maintain insurance covering loss of or damage to the Leased Premises, in the amount of at least \$500,000.00 per occurrence. Such policies shall provide protection against all perils included within the classification of the extended coverage and any other perils which LESSEE and LESSOR deem necessary. LESSEE shall also obtain insurance coverage for LESSEE's inventory, fixtures, equipment or building improvements installed by LESSEE in or on the Leased Premises. LESSEE shall not do or permit to be done anything which invalidates any such insurance policies. Any casualty insurance which may be carried by LESSOR or LESSEE shall be for the sole benefit of the party carrying such insurance and under its sole control.

7.02 Liability Insurance. During the Lease Term, LESSEE shall maintain a policy of comprehensive public liability insurance, at LESSEE's expense, insuring LESSOR against liability arising out of the ownership, use, occupancy or maintenance of the Leased Premises, in the amount of \$1,000,000.00. Such policy shall contain a provision which prohibits cancellation or modification of the policy except upon thirty (30) days prior written notice to LESSOR, LESSEE may discharge its obligations under this Section by naming LESSOR as an additional insured under a policy of comprehensive liability insurance maintained by LESSOR and containing the coverage and provisions described in this Section. LESSEE shall deliver a copy of such policy or certificate (or a renewal thereof) to LESSOR prior to the Commencement Date and prior to the expiration of any such policy during the Lease Term. If LESSEE fails to maintain such policy, LESSOR may elect to maintain such insurance at LESSEE's expense. LESSEE shall, at LESSEE's expense, maintain such other liability insurance as LESSEE deems necessary to protect LESSEE. If the LESSEE's insurance

lapses for any reason, LESSEE is solely liable for any damages and/or injuries resulting from the ownership, use, occupancy or maintenance of property and the LESSEE shall indemnify and hold harmless the LESSOR for any expenses including but limited damages, attorneys fees, court costs incurred by LESSOR as a result of LESSEE's lack of liability insurance. LESSEE must furnish LESSOR with certificate of all insurance required by this article.

7.03 Indemnity. LESSOR shall not be liable to LESSEE or to its employees, agents or visitors, or to any other person whomsoever, for any injury to persons or damages to property on or about the Leased Premises or the adjacent area owned by LESSOR caused solely by the negligence or misconduct of LESSEE, its employees, licenses or concessionaires or any other person entering the Leased Premises under express or implied invitation of LESSEE, its employees, licenses or concessionaires or arising solely out of the use of the Leased Premises by LESSEE its employees, licenses or concessionaires and the conduct of its business therein, or arising solely out of any breach or default by LESSEE in the performance of its obligations hereunder. LESSEE hereby agrees to indemnify LESSOR and hold it harmless from any loss, expense or claims arising out of such damage or injury but only as permitted by law. LESSEE shall not be liable for any injury or damages caused in whole or in part by the negligence or misconduct of LESSOR, or its employees or agents, and LESSOR agrees to indemnify LESSEE and hold it harmless from any loss, expense or damage arising out of such damage or injury, to the extent provided by law.

VIII.

MISCELLANEOUS

8.01 Force Majeure. In the event performance by either Party hereto of any term, condition or covenant in this Lease is delayed or prevented by any act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, or any other cause not within the control of such Party, the period for performance of such term, condition or covenant shall be extended for a period equal to the period such Party is so delayed or hindered.

8.02 Interpretation. The captions of the Articles or Sections of this Lease are to assist the Parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. For convenience, each Party hereto is referred to in the neuter gender; but the masculine, feminine and neuter genders shall each include the other. In any provisions relating to the conduct, acts or omissions of a party, the term "LESSEE" or "LESSOR", as the case may be, shall include such Party's agents, employees, contractors, invites, successors or others using the Leased Premises with such Party's expressed or implied permission.

8.03 Waivers. All waivers must be in writing and signed by the waiving party. A Party's failure to enforce any provisions of this Lease or its acceptance of rent shall not be a waiver of any other provisions of this Lease, and shall not prevent such party from enforcing that provision or any other provisions of this Lease in the future.

8.04 Severability. A determination by a court of competent jurisdiction that any provision of this Lease or any part hereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

8.05 Incorporation of Prior Agreements; Modifications. This Lease is the only agreement between the Parties pertaining to the lease of the Leased Premises and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all Parties. Any other attempted amendments shall be void.

8.06 Notice. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage pre-paid, registered or certified mail, return receipt requested, addressed and delivered as specified in Section 1.03 Any Party hereto may change its notice address upon written notice to the other parties.

8.07 Attorney's Fees. If on account of any breach or default by any Party hereto in its obligations to any other Party hereto, it shall become necessary for the non-defaulting Party to employ an attorney to enforce or whether or defend any of its rights or remedies hereunder, the defaulting party agrees to pay the non-defaulting party its reasonable attorney's fees, whether or not suit is instituted in connection therewith.

8.08 Survival. All obligations of any Party hereto not fulfilled at the expiration or the earlier termination of this Lease, and all representations and warranties contained herein, shall survive the termination of this Lease.

8.09 Binding Effect. This Lease shall insure to the benefit and be binding upon each of the Parties hereto and their respective legal representatives, successors and assigns.

8.10 LAW. Any disputes arising under this Lease must be resolved in a State District Court in Hidalgo County, Texas under the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed and delivered on the date first above mentioned.

LESSOR:

Fred Sandoval
City Manager
City of Pharr

LESSEE:

Pilar Rodriguez
Executive Director
Hidalgo County Regional Mobility Authority

SWORN TO BEFORE ME THIS _____ day of _____, _____.

(SEAL)

My Commission Expires:

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Item 1C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> </u>	AGENDA ITEM	<u>1C</u>
PLANNING COMMITTEE	<u> X </u>	DATE SUBMITTED	<u>6/05/12</u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u>6/11/12</u>
TECHNICAL COMMITTEE	<u> </u>		

3. Agenda Item: **RECOMMENDATION ON INTERLOCAL AGREEMENT WITH THE CITY OF PHARR FOR ADMINISTRATIVE SUPPORT SERVICES**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
- Consideration and recommendation on interlocal agreement with the City of Pharr to provide Administrative Support Services in coordination with the lease at 118 South Cage Boulevard.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes X No N/A
- Funding Source: General Fund
- Estimated Monthly Expense \$550.00
5. Staff Recommendation: **Motion to recommend interlocal agreement with the City of Pharr to provide Administrative Support Services at cost plus a 5% administrative fee.**
6. Board Attorney's Recommendation: X Approved Disapproved None
7. Executive Director's Recommendation: X Approved Disapproved None



Memorandum

To: Rick Perez, Chairman – Planning Committee
From: Pilar Rodriguez, PE, Executive Director
Date: June 5, 2012
Re: **Interlocal Agreement with the City of Pharr for Administrative Support Services**

Attached is a proposed interlocal agreement with the City of Pharr to provide Administrative Support Services in coordination with the proposed lease at 118 South Cage Boulevard. The support services are to provide purchasing and procurement services, information technology services, network system maintenance, facility services and other services that may be necessary from time to time for the HCRMA to accomplish its duties.

The City of Pharr has agreed to provide the noted services at cost (equipment, labor, installation, etc.) plus a 5% administrative fee.

Additionally, the term of the interlocal agreement coincides with the term for the lease of the temporary office space.

Based on review by this office, approval of the interlocal agreement is recommended with the City of Pharr for Administrative Support Services at cost plus at 5% administrative fee.

As a comparison, these services are being provided by the Lower Rio Grande Valley Development Council at the current office location of 510 South Pleasantview Drive, Weslaco, for cost plus a 30.84% administrative fee.

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

From: [David Garza](#)
To: [Pilar Rodriguez](#)
Cc: [Jason Arms](#)
Subject: Fwd: RMA - Information Requested
Date: Thursday, June 07, 2012 4:51:30 PM

Here is IT amounts.

David

Begin forwarded message:

From: Jason Arms <jason.arms@pharr-tx.gov>
Date: June 7, 2012 2:39:23 PM CDT
To: David Garza <david.garza@pharr-tx.gov>
Subject: RMA - Information Requested

Prices for RMA:

Rate Card:

180.00 monthly / Internet / Phone Connection

20.00 monthly / each extension + their actual long distance expenses
(billed to them directly from phone company)
5.00 montly / Fax Line

30.00 monthly / each email account per month (With Outlook Sync /
SPAM Protection / Email Anti-Virus)

75.00 monthly / Conf Bridge Access (Up to 20 callers at a time)

75.00 monthly / Video Conf System Access (Up to 10 callers at a time)

150.00 monthly / 200GB network storage / 75.00 each additional 100 GB
storage (Backup Included - Weekly)

100.00 monthly for general I.T. support / server management

20.00 monthly for hosting of website. (4GB Max) - REQUIRES utilization
of city web contractor for security purposes. (outside of this agreement)

=====
Required minimum:

180.00 /mo Internet
40.00 /mo Phone (two extensions)
5.00 /mo Fax Line

60.00 /mo Email Access (two accounts)

100.00 /mo IT Support

350.00 Purchase of two Digium desk phones

Jason Arms

SENT VIA -- BAR2.PHARR-TX.GOV -- CITY OF PHARR, TEXAS

INTERLOCAL AGREEMENT ADMINISTRATIVE SERVICES

STATE OF TEXAS §
COUNTY OF HIDALGO §

This Interlocal Agreement (the “Agreement”) made and entered into effective as of the [DATE] of [MONTH], 2012, by and between the **CITY OF PHARR**, Texas, a home rule municipality (hereinafter referred to as the “City”) and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** (hereinafter referred to as “HCRMA”), a political subdivision of the State of Texas operating pursuant to Chapter 370, Texas Transportation Code, both situated in Hidalgo County in the Rio Grande Valley of Texas.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

HCRMA
Pilar Rodriguez
Executive Director
PO Box XX
Pharr, Texas 78577

City of Pharr
Fred Sandoval
City Manager
118 S. Cage Boulevard
Pharr, Texas 78577

WITNESSETH:

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the Texas Transportation Code provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

WHEREAS, the City and the HCRMA share the goal of improving mobility within the City and throughout the region; and

WHEREAS, the City has agreed to lease the HCRMA office space at Pharr City Hall, 118 S. Cage Blvd., Pharr, Texas 78577 (the “Office Site”) pursuant to that certain Lease by and between the City and HCRMA (attached hereto as Exhibit A); and

WHEREAS, in the same location as the Office Site, the City maintains a full time staff to provide certain administrative services, including purchasing and procurement services, information technology services and network systems maintenance, facilities services, and other administrative services agreed to by the parties from time to time; and

WHEREAS, the HCRMA desires to utilize the City's staff to provide such services to accomplish the duties established under Chapter 370, Texas Transportation Code, and

WHEREAS, the City is able to accommodate this request and is willing to cooperate with HCRMA to effect these services for said purposes; and

WHEREAS, the City's costs for administrative services include out-of-pocket, hard costs of purchasing necessary equipment and supplies as well as hourly employee costs;

NOW, THEREFORE, the City and the HCRMA hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

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All of the recitals and above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

IN WITNESS HEREOF, the City of Pharr and the Hidalgo County Regional Mobility Authority have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF PHARR

Leopoldo “Polo” Palacios, Mayor

Date: _____

Attest:

Hilda Pedraza, City Secretary

Approved as to form:

Michael Pruneda, City Attorney

**HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY**

Dennis Burleson, Chairman

Date: _____

Attest:

Ricardo Perez, Secretary/Treasurer

Approved as to form:

Dan Rios, Board Attorney - HCRMA

I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below.

“Administrative Services” means services that support the HCRMA and allow for the completion of its duties as defined in Chapter 370 of the Texas Transportation Code, to wit: purchasing and procurement services, information technology services and network systems maintenance, facilities services, and other administrative services agreed to by the parties from time to time, but not including those services provided to the HCRMA under that certain Interlocal Agreement for Administrative Services by and between the City of McAllen and the Hidalgo County Regional Mobility Authority

“Agreement” means this Interlocal Agreement by and between the City and the HCRMA.

“City” means the City of Pharr, a home rule municipality.

“Governing Board” means the City Commission of the City of Pharr.

“HCRMA” means the Hidalgo County Regional Mobility Authority, a political subdivision operating under Chapter 370, Texas Transportation Code.

“Lease” means that certain lease by and between the City and the HCRMA for the Office Site.

“Office Site” means the office space leased by the HCRMA at Pharr City Hall, comprising of 631 square feet of office area, 1,411 square feet of public meeting area and related common space and services, located at 118 S. Cage Blvd, Pharr, Texas 78577.

“Term” means the term of the Lease, which shall be the same as the term of this Agreement.

II. DUTIES OF THE CITY

A. Administrative Services

1. During the Term and as part of the normal course of business of the City, the City shall provide certain administrative services to the HCRMA. The services shall include purchasing and procurement services, information technology services and network systems maintenance, facilities services, and other administrative services agreed to by the parties from time to time. Services described herein shall be provided at the request of the HCRMA.

2. The City and the HCRMA will mutually agree to the standard of each administrative service to be provided at the time of request. Expenses incurred by the City in providing such administrative services shall be compensated in accordance with Section III of this

Agreement.

B. Audit

The City will allow the HCRMA access to any and all electronic files, books, documents, papers and records for the purpose of making an audit of the services provided to the HCRMA by the City.

C. Public Information Requests

At the request of the HCRMA, the City will process requests for information deemed public under the Texas Public Information Act (Chapter 552, Texas Government Code) related to the services defined in this Agreement in accordance to applicable laws and City and HCRMA policies.

III. DUTIES OF HCRMA

A. Reimbursement for Administrative Services

The HCRMA will reimburse the City for administrative services based on actual cost plus a five percent (5%) administrative fee. Actual cost shall include out-of-pocket expenses (as in the purchase of software) undertaken by the City as well as hourly costs of City employees to accomplish the administrative services. City employees shall bill their time to the HCRMA in quarter of an hour increments.

B. Timely Payment.

The HCRMA shall reimburse the City on a monthly basis for services performed during the Term of this Agreement. The City will invoice the HCRMA following the end of each month for services performed during that prior month. Payments will be made in full by the HCRMA within thirty (30) days after receipt of the invoice. Any questions or disputes about amounts invoiced will be submitted to the City by the HCRMA within fifteen (15) days of the HCRMA's receipt of such invoice. The HCRMA agrees to timely pay amounts not in dispute. The parties agree to use best efforts to resolve amounts in dispute within 15 days of notice of such dispute.

IV. DEFAULT

A. HCRMA Default.

The HCRMA is in default of this Agreement if it fails to timely reimburse the City for services provided.

1. The decision to exercise rights granted by this subsection shall be made by the Governing Board of the City.

2. If payment has not been received by the City thirty (30) days after the date the HCRMA received the invoice, the City shall deliver written notice of such breach to the HCRMA. If the HCRMA does not cure that breach within thirty (30) days of receiving the written notice of breach, the HCRMA is in default and the Governing Board shall deliver a written notice of default to the HCRMA that specifies the following:

- a. The nature of the default,
- b. The date of the notice of breach,
- c. The failure of the HCRMA to cure timely, and
- d. The administrative services to the HCRMA are terminated on the effective date stated in the notice if the termination is approved by the Governing Board.

3. Upon default by the HCRMA, the City has the right, but is not obligated, to terminate this Agreement and deny any further services to the HCRMA. Such termination shall not impact the term of the Lease.

4. The HCRMA is not in default for non-payment of amounts in dispute. If a dispute over an invoiced amount is not resolved by the parties as described in Section III(B) above, the parties agree to jointly select an independent mediator to resolve the payment in question. The parties agree to abide by the decision of the independent mediator. If the mediator determines a payment is due, such payment must be made within thirty (30) days of such decision.

B. City Default.

The City is in default of this Agreement if it fails to perform the services requested by the HCRMA or meet the service standards agreed to by the parties.

1. The HCRMA shall give the City prompt notice of any deficiency in service. If the City fails to cure the deficiency within a reasonable time, the HCRMA may cancel its request and seek services from another provider.

2. The HCRMA shall not owe the City any reimbursement for services not provided.

3. If the City fails to perform administrative services or fails to perform to the standards agreed to by the parties, the HCRMA may terminate this Agreement without impacting the term of the Lease.

V. TERM AND TERMINATION

The term of this Agreement shall coincide with the term of the Lease, except that, in the event of default, the non-defaulting party may terminate this Agreement without terminating the Lease.

VI. MISCELLANEOUS

A. Other Services.

Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either party to undertake or not to undertake any other service, or to provide any service, except as contemplated by this Agreement or in a separate written instrument executed by both parties.

B. Governmental Immunity.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the parties nor to create any legal rights or claims on behalf of any third party. Neither of the parties waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

C. Force Majeure.

Force majeure includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, and any other inability of either party to carry out its obligations under this Agreement and not within the control of the party claiming such inability, and which by the exercise of due diligence and care such party could not have avoided.

In the event either party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that, upon such party's giving notice and full particulars of such force majeure in writing to the other party within five (5) business days after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

D. Entire Agreement

This Agreement, including the attached Lease, merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

E. Applicable Laws.

This Agreement is subject to all laws of the State of Texas, the City Charter and Ordinances

of the City, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officer having relevant jurisdiction, including the Texas Department of Transportation. Venue for any litigation relating to this Agreement shall be Hidalgo County, Texas.

F. Assignment.

Neither party shall have the right to assign the rights, obligations, responsibilities, or privileges of this Agreement without the written consent of the other.

G. Parties in Interest.

This Contract shall not bestow any rights upon any third party, but rather shall bind and benefit the City and HCRMA only.

H. Amendments and Modifications.

This Agreement may not be amended or modified except in writing and executed by both parties to this Agreement and authorized by their respective governing bodies.

I. Severability.

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed validated and enforceable.

J. Execution in Counterparts.

This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

K. Texas Department of Transportation.

Pursuant to outstanding agreements between the HCRMA and the Texas Department of Transportation, this Agreement is subject to review by the Texas Department of Transportation.

EXHIBIT A
LEASE

Item 1D

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> </u>	AGENDA ITEM	<u>1D</u>
PLANNING COMMITTEE	<u> X </u>	DATE SUBMITTED	<u>6/05/12</u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u>6/11/12</u>
TECHNICAL COMMITTEE	<u> </u>		

4. Agenda Item: **RECOMMENDATION ON PROPOSAL TO HIRE TEMPORARY EMPLOYEES TO IMPLEMENT FILE MANAGEMENT PLAN**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
- Consideration and recommendation on proposal to hire temporary employees to implement the HCRMA file management plan.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes X No N/A
- Funding Source: General Fund
- Proposal amount: 4 – Data Entry Clerks @ \$10.96 per hour X 160 hours = \$7,014.40
5. Staff Recommendation: **Motion to approve proposal from One Stop Staffing for Data Entry Clerks in the amount of \$10.96 per hour and in an amount not to exceed \$7,014.40.**
6. Board Attorney's Recommendation: X Approved Disapproved None
7. Executive Director's Recommendation: X Approved Disapproved None



Memorandum

To: Rick Perez, Chairman – Planning Committee
From: Pilar Rodriguez, PE, Executive Director
Date: June 5, 2012
Re: **Proposal to Hire Temporary Employees to Implement File Management Plan**

As part of work authorization number 4, Dannenbaum Engineering has provided the HCRMA with a file management plan for all existing and proposed documents. This includes correspondence, transmittals, submittals, memos, plan sheets, specifications, contracts, proposals, etc. for the various projects undertaken by the HCRMA over the past six years.

The intent of the file management system is to provide an automated system that allows for tracking and retrieval of any documents created by or for the HCRMA. To date, the existing file management system only compiles resolutions, executed professional services contracts and meeting minutes. Other documents, such as project plans, are kept by our current Program Manager. Because these are public documents, the HCRMA should be the custodian of such documents.

The attached proposal is to hire temporary data entry clerks to input documents into the file management system. Dannenbaum has assembled the majority of historical HCRMA documents electronically as part of work authorization number 1. It will be necessary to code these documents in accordance with the file management plan.

Informal proposals were solicited from five (5) vendors, with three (3) providing responses. One Stop Staffing out of Harlingen, Texas, provided the most competitive mark up at 37%. The base rate for the data entry clerk is established by the HCRMA, which is recommended at \$8.00 per hour. The base rate, plus 37% mark up, equals \$10.96 per hour. Staff is proposing to hire 4 clerks for a period of one month each (160 hours each).

Based on review by this office, approval of temporary services with One Stop Staffing is recommended at the mark up rate of 37% for a total hourly rate of \$10.96 and in an amount not to exceed \$7,014.40.

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

TEMPORARY SERVICES - PROPOSALS

Agency Name	Contact	Phone #	MU Rate	Rate	Total
One Stop Staffing 1305 E. Washington Harlingen, Texas 78550	Teresa Fewell	(956) 440-7250	37%	\$8.00	\$10.96
Star Staffing 300 E. Expressway 83, Ste N. Pharr, Texas 78577	Sherry Maddox	(956) 783-1313	39%	\$8.00	\$11.12
Select Staff 2220 W. Trenton Road Edinburg, Texas 78539	Monica Alvarez	(956) 631-8367	38.39%	\$8.00	\$11.07
Austin Personnel Services 220 S. 12th St. Suite B Edinburg, Texas 78549	Lisa	(956) 318-1104			
Staff Force 3525 W. Alberta Road Edinburg, Texas 78539	Emily	(956) 624-7924			

No response from these agencies

One Stop Staffing

Mark Up Rate Agreement

Effective Date from: May 15, 2012

Effective Date to: May 15, 2013

Client: Hidalgo County Regional Mobility Authority

Position: Clerical

Mark Up Rate: 37%

I agree to the above mark up rate for the position listed above. All invoices will be due upon receipt.

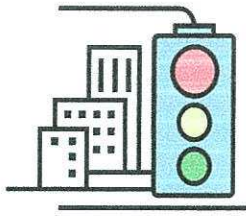
Company Name

Authorized Company Signature

Teresa Fewell
One Stop Staffing Representative

Date

5-15-2012
Date



May 15, 2012

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

Attn: Flor Koll

Dear Flor:

I enjoyed visiting with you on the phone. As per our discussion, here is the proposal which includes our pricing and services.

One Stop Staffing has been in business since 2006. We are a locally owned company with two office locations: Harlingen and McAllen. We service the entire Rio Grande Valley, Laredo, Corpus Christi, and Kingsville. Our dedicated staff offers over 20 years of personnel/staffing experience. We are ready to assist you with creative employment solutions, and to meet your staffing requirements.

One Stop Staffing's philosophy is to work effectively with our clients as well as assisting them in their staffing needs. We offer this service by finding the best qualified candidate for each position. Our commitment is to work with you in the best possible way to further help your companies' growth and success.

Customer Service – One Stop Staffing's greatest asset is our competent and dedicated customer service. People are our business and our goal is to answer all your questions and concerns in a timely manner. We are available 24 hours a day, 7 days a week, and 365 days a year.

Whenever you contact our office for a job order or for any other needs, we will handle your call with a **sense of urgency**. We pride ourselves on offering our clientele personal assistance in filling all job orders during and after normal work hours.

1305 E. Washington
Harlingen, TX 78550
Tel: 956-440-7250
Fax: 956-440-7266

Application and Interview Process

One Stop Staffing provides a thorough pre-employment screening that ensures that all employees will be a match for the job required. The following screenings are provided:

1. **Background Checks** – We perform misdemeanor, felony, sexual offender, and MVR on all applicants. This service is designed to assist you in the pre-qualifying of employees so that you may not waste valuable time on a person who does not qualify for permanent employment. A copy can be provided upon request.
2. **Social Security Verifications** – This service verifies that each employee is valid to work.
3. **Skill test** - We skill test our employees to ensure that they are qualified and can perform the duties required. One Stop Staffing will do a numerical filing test to ensure they meet your requirements.
4. **Drug Screening** – All employees must submit to a pre-employment drug screening prior to going to work. We have a zero tolerance to any use of any “illegal substance”. We do post accident drug screening as well as random drug screening. This service is provided at no additional charge to you.
5. **Safety** – Each applicant is required to watch a safety video. One Stop Staffing can provide specific safety videos and literature upon request.
6. **Interview Process** - Each applicant is individually interviewed and categorized to their specific job skills. We offer a variety of questions and work history verifications to ascertain the level of skill each candidate has. This ensures that we send only those qualified candidates to your company.

1305 E. Washington
Harlingen, TX 78550
Tel: 956-440-7250
Fax: 956-440-7266

Insurance – One Stop Staffing provides statutory worker's compensation insurance and general liability insurance on our employees. Certificates of insurance are provided upon request.

Benefits to Employees: One Stop Staffing offers incentive programs and benefits for our employees: Holiday Pay, Vacation Pay, Medical Insurance, and Direct Deposit.

Credit Card Service – One Stop Staffing accepts all major credit cards: Visa, MasterCard, American Express, and Discover.

Services – One Stop Staffing provides many options to fulfill your staffing needs:

Temp-to-Perm: One Stop Staffing offers you a 720 work hour probationary period. This gives you an opportunity to assess our employee for permanent employment. This time frame is negotiable with management approval.

Long-Term and short-term – One Stop Staffing can provide you employees for long and short term assignments. We have a **four hour** minimum charge.

Mark Up Rate

Clerical

37%

Example: Pay Rate: \$7.25 = Bill Rate: \$9.93

Example: Pay Rate: \$7.50 = Bill Rate: \$10.28

This mark up rate includes the employees pay, all mandatory taxes, worker's compensation, and general liability insurance.

1305 E. Washington
Harlingen, TX 78550
Tel: 956-440-7250
Fax: 956-440-7266

Invoices – We provide detailed invoices each week. All invoices are due upon receipt.

Payroll – Our payroll is processed locally. In the event there is a mistake on any employees check, we can correct and deliver to your facility within one business day.

One Stop Staffing thanks you for the opportunity to bid on your business. We look forward to establishing a quality long-term relationship with you.

Sincerely,

Teresa Fewell

Teresa Fewell
Management

1305 E. Washington
Harlingen, TX 78550
Tel: 956-440-7250
Fax: 956-440-7266



300 E. Expressway 83 Ste N
Pharr, TX 78577
956-783-1313
956-783-1317 FAX

Dear Employer,

Star Staffing specializes in workplace solutions to take care of your employee needs, which enables you to take care of your business. 39 percent mark-up on clerical employees.

It is our goal to assist your company in a numerous variety of aspects. Below, we list a portion of those areas:

- ❖ *We provide you with qualified and dependable employees.*
 - ~ Outsourcing your Human Resources Department reduces your overhead costs.
 - ~ We interview, match skills, drug screen and enact employee background checks.
- ❖ *We reduce your Worker's Compensation Insurance Premiums.*
 - ~ Star Staffing carries \$1,000,000 in Workers Comp. and \$1,000,000 in Umbrella Coverage.
 - ~ No Worker's Compensation down payment required.
 - ~ We defend and eliminate fraudulent Worker's Comp. claims.
- ❖ *We provide Payroll Processing.*
 - ~ You can eliminate your IRS tax deposit and quarterly reporting liabilities.
 - ~ Eliminate writing, issuing, and signing payroll checks.
 - ~ We dismiss your burden of reporting new hires to the State of Texas.
 - ~ We process all new hire documents - and W-4 forms.
 - ~ We perform payroll deduction calculations and withholdings.

We at Star Staffing welcome the opportunity to meet or speak with you regarding your business desires. Please remember that we are self-insured and will be competitive in our Worker's Comp. rates. We thank you for taking the time to consider us for your staffing and/or payroll needs.

We are available at any time should you have any questions or desire to speak with us.

*****HELPING BUSINESS AND CHANGING LIVES*****

Cindy Arredondo, Director of Sales and Marketing 956-783-1313

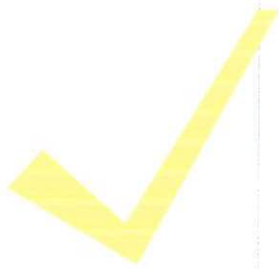
Flor E. Koll

From: Sherry Maddox <sherrygal7@hotmail.com>
Sent: Thursday, May 17, 2012 3:12 PM
To: fkoll@hcrma.org
Subject: STAR STAFFING CLERICAL
Attachments: DEAR EMPLOYER EDITED[1].docx

Hello Flor,

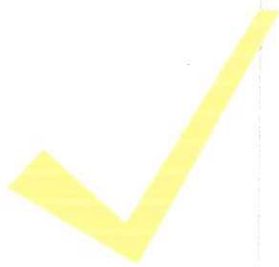
Here is the information you requested please let me know if you are enable to open the document. The rate is 39 percent on clerical. If you pay the employee \$7.25 per hour then the bill rate will be \$10.08 per hour. The document goes in to detail on the services we provide. We have been in business since 2007 and have many applicants with clerical experience.

Sherry Maddox
Cell: 956-789-7923
Phone: 956-783-1313
Fax: 956-783-1317



Pricing Proposal

- Position Title
 - Office filing clerk
- Mark-up %
 - 38.39% per hour



Financial Considerations

Agreement

Select Staff will provide you with a one page Service Agreement that outlines the terms of service and pricing.

Payment Terms

Payment terms are *net due upon receipt*. A late penalty of 1% will be charged on all undisputed invoices paid after 45 days.

Pre Assignment Checks

Select Staff will conduct a complimentary background screening on all employees assigned to your account. Drug testing charged back to employees.

Guarantee

If you are dissatisfied with the performance of an employee within the first four hours, you will not be charged.

Conversion to your Payroll

In the event you decide to hire a supplemental employee, you may convert them to your employment after they complete 520 hours on assignment at no charge. When employees transition to your payroll before they work 520 hours through Select Staff, the following conversion fee calculation will apply:

Employee Conversion Formula: 520 hours minus the number of hours the employee worked for you multiplied by the hourly billing rate minus the employee pay rate.

Example: (520 hour minimum – 320 hours worked = 200 hours remaining) X (Bill Rate of \$14.00 – Pay Rate of \$10.00 = \$4.00) = \$800.00 Conversion Fee



Employee Benefits

Benefit	Description	Length of Service Requirement
401(k) Plan	Pre-tax contribution retirement plan	6 month waiting period; eligible for employer match
Holiday Pay	Six paid holidays	1,200 regular hours within the previous 365 days
Vacation Pay	40 hours of vacation pay	1,500 regular hours during the previous 365 days following their anniversary date
Medical Coverage	Fully insured, limited benefit health insurance (Employee funded)	Immediate
Dental Coverage	Preventive, basic and major care (Employee funded)	Immediate
Vision	Discounted services for exams and eyewear (Employee funded)	Immediate
Prescription Drug	Generic or brand name co-pay per prescription benefit with additional discounts (Employee funded)	Immediate
Life Insurance	\$5,000 death benefit Must elect medical coverage to qualify (Employee funded)	Immediate



A Select Staff Presentation & Proposal

**HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY
*HCRMA***

Monica Alvarez

May 18, 2012



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Item 1E

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> </u>	AGENDA ITEM	<u>1E</u>
PLANNING COMMITTEE	<u> X </u>	DATE SUBMITTED	<u>6/05/12</u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u>6/11/12</u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RECOMMENDATION ON REQUEST TO TRANSFER PROGRAM ADMINISTRATOR FROM THE LOWER RIO GRANDE DEVELOPMENT COUNCIL TO THE CITY OF McALLEN**
2. Nature of Request: (Brief Overview) Attachments: X Yes No

Consideration and recommendation on request to transfer Program Administrator from the Lower Rio Grande Development Council to the City of McAllen
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Transportation Code, TxDOT Policy
4. Budgeted: Yes X No N/A

Funding Source: General Fund

Monthly Salary plus Fringe for Program Administrator \$4,991.98
5. Staff Recommendation: **Motion to recommend transfer of Program Administrator from Lower Rio Grande Valley Development Council to City of McAllen.**
6. Board Attorney's Recommendation: X Approved Disapproved None
7. Executive Director's Recommendation: X Approved Disapproved None



Memorandum

To: Rick Perez, Chairman – Planning Committee

From: Pilar Rodriguez, PE, Executive Director

Date: June 5, 2012

Re: **Request to Transfer Program Administrator from Lower Rio Grande Development Council to the City of McAllen**

At the March 5, 2012, special meeting, the Board of Directors approved an interlocal agreement with the City of McAllen for administrative services for an Executive Director. The agreement provides the HCRMA with a mechanism to administer a salary and benefits for the Director.

In order to provide efficiency and eliminate duplicate administrative services, staff is proposing transfer of the Program Administrator from the Lower Rio Grande Development Council to the City of McAllen under provisions in the interlocal agreement for the Executive Director.

The Lower Rio Grande Valley Development Council currently provides these services to the HCRMA for the Program Administrator at cost plus a 30.84% administrative fee. The City of McAllen will provide the same services at cost plus a 5% administrative fee.

Based on review by this office, transfer of the Program Administrator from the Lower Rio Grande Valley Development Council to the City of McAllen is recommended.

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

INTERLOCAL AGREEMENT
by and between
CITY OF MCALLEN, TEXAS
and
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
for Administrative Services

This Interlocal Agreement (hereafter termed "Agreement") is made pursuant to Chapter 791, Texas Government Code, *Interlocal Cooperation Act*, and is entered into by and between the **CITY OF MCALLEN, TEXAS** (hereafter referred to as "**CITY**"), a **home-rule municipality** and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** (hereafter referred to as "**AUTHORITY**", collectively, with the **CITY**, the "Parties"), a regional mobility authority created by Hidalgo County (the "County") and the Texas Transportation Commission (the "Commission") pursuant to Chapter 370, Texas Transportation Code.

SECTION 1
PURPOSE

- 1.01** **CITY** and **AUTHORITY** agree to enter into this Agreement by which the **CITY** will provide certain administrative services, to wit an executive director, for the **AUTHORITY** (the "Executive Director").
- 1.02** **CITY** and **AUTHORITY** find it mutually beneficial and desire to accomplish the goals of enhancing mobility in the **CITY** and throughout the County. **CITY** has supported the County in its efforts to improve transportation in the region by creating the **AUTHORITY** and pursuing the priorities of developing the Hidalgo County Loop System, the La Joya Bypass, and US 281 alternative route (the "Projects").
- 1.03** **AUTHORITY** desires to develop the Projects, has engaged a team of professional consultants, and now requires administrative services in the form of an Executive Director. The **CITY** agrees to dedicate a **CITY** employee to the **AUTHORITY** to serve as the Executive Director.

SECTION 2
TERM AND TERMINATION

- 2.01** This Agreement commences on the date of execution of final signature, and shall remain in effect until terminated by the Parties.
- 2.02** This Agreement may be terminated upon thirty (30) calendar days' written notice to the other party, sent to the address indicated in Section 5.01 of this Agreement.

SECTION 3 COSTS AND REQUIREMENTS

- 3.01** **AUTHORITY** shall assume all costs and expenses for the dedicated Executive Director, including costs of fringe benefits and professional obligations and shall pay the CITY an administrative fee equal to 5% of all costs and expenses
- 3.02** During the term of this Agreement, at least ten (10) days before the **CITY** makes any salary payment to the Executive Director, **AUTHORITY** shall provide funds by electronic transfer to the **CITY**. **CITY** shall notify **AUTHORITY** of the exact amount of payment due no later than 10 days before the date the electronic transfer is due. The **CITY** shall provide a complete accounting of current costs, including benefit details and administrative fees, to the **AUTHORITY**. Any increases in such costs must be approved by the **AUTHORITY**.
- 3.03** The **AUTHORITY** shall reimburse the Executive Director directly for any expenses incurred in pursuit of official business of the **AUTHORITY**. The **CITY** shall receive a copy of all expense reports on a quarterly basis. Any expenses incurred by the Executive Director in pursuit of **CITY** business shall be reimbursed by **CITY**.
- 3.04** In addition to any employment requirements maintained by the **CITY** and outlined in Chapter 171, Texas Local Government Code, the Executive Director must comply with and be qualified under the requirements of Section 370.252, Texas Transportation Code and Title 43 of the Texas Administrative Code, unless an exception is granted by the Commission, to wit:
- A. The Executive Director may not accept or solicit any gift, favor, or service that might reasonably influence him in the discharge of an official duty or that he knows is being offered with the intent to influence his official conduct.
 - B. The Executive Director may not accept other employment or engage in a business or professional activity that he might reasonably expect would require or induce him to disclose confidential information acquired by reason of his position as Executive Director.
 - C. The Executive Director may not accept other employment or compensation that could reasonably be expected to impair his independence or judgment in the performance of his official duties.
 - D. The Executive Director may not make personal investments, including investments of his spouse, that could reasonably be expected to create a substantial conflict between his private interests and the interests of the **AUTHORITY**.
 - E. The Executive Director may not intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised his official duties in favor of another.
 - F. The Executive Director may not have a personal interest in an agreement

executed by the **AUTHORITY**.

- G. A person is not eligible to serve as the Executive Director of the **AUTHORITY** if he or his spouse is employed or participates in the management of a business entity or other organization, other than a political subdivision, that is regulated by or received funds directly from the **AUTHORITY**, the Texas Department of Transportation, or the County.
- H. A person is not eligible to serve as the Executive Director of the **AUTHORITY** if he or his spouse directly or indirectly owns or controls more than 10% interest in a business or other organization that is regulated by or receive funds from the **AUTHORITY**, the Texas Department of Transportation, or the County.
- I. A person is not eligible to serve as the Executive Director of the **AUTHORITY** if he or his spouse uses or receives a substantial amount of tangible goods, services, or funds from the **AUTHORITY**, the Texas Department of Transportation, or the County.
- J. A person is not eligible to serve as the Executive Director of the **AUTHORITY** if he or his spouse is required to register as a lobbyist under Chapter 305, Government Code, because of the person's activities for compensation on behalf of a profession related to the operation of the **AUTHORITY**, the Texas Department of Transportation, or the County.
- K. A person is not eligible to serve as the Executive Director of the **AUTHORITY** if he or his spouse is an officer, employee, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation, or aviation, or if the person's spouse is an officer, manager, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation, or aviation.
- L. A person is not eligible to serve as the Executive Director of the **AUTHORITY** if he or his spouse has received funds from the Texas Department of Transportation for acquisition of highway right-of-way unless the acquisition was for a project of the **AUTHORITY**.

- 3.05 To the extent permitted by State law and, if necessary, authorized by the Commission, with the consent of the Board of Directors of the **AUTHORITY**, the Executive Director may perform certain acts on behalf of the **CITY** or another political subdivision that benefit the County or the region.

SECTION 4 RIGHTS AND DUTIES

- 4.01 The following rights and duties will be held or performed by **CITY**:
- A. **CITY** will provide an employee, selected by the Board of Directors of the **AUTHORITY**, to serve as the Executive Director of the Authority.
 - B. The Executive Director shall receive the same benefits and services as similarly-classified **CITY** employees, including health, life, dental, long term disability, wellness program, unemployment compensation benefits, and leave accruals and

unless otherwise stated herein shall be subject to all rules and requirements of **CITY** employees.

- C. The Executive Director shall be a senior administrator at the **CITY**, reporting directly to the City Manager. The City Manager shall assign all oversight of the Executive Director to the Board of Directors of the **AUTHORITY**.
- D. The **CITY** shall not change or replace Executive Director without written consent from the **AUTHORITY**.
- E. **CITY** does hereby release, indemnify, and promise to defend and save harmless the **AUTHORITY**, its officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the **AUTHORITY**, its officials, officers, employees, and agents in defense thereof, asserting or arising directly or indirectly on account of or out of Executive Director's performance of service to, for, or on behalf of the **CITY**.

4.02 The following rights and duties will be held or performed by **AUTHORITY**:

- A. The Board of Directors of the **AUTHORITY** shall approve the **CITY** employee assigned as Executive Director and shall supervise the Executive Director in the performance of the administrative tasks of the **AUTHORITY**.
- B. The Board of Directors of the **AUTHORITY** shall provide an annual performance evaluation of the Executive Director. A copy of this evaluation shall be provided to **CITY**.
- C. **AUTHORITY** shall provide office space for the Executive Director. Such office space is not required to be in the **CITY**, but shall be in the County.
- D. **AUTHORITY** shall compensate **CITY** for all costs related to Executive Director as described in Section 3.
- F. **AUTHORITY** shall directly reimburse Executive Director for any expenses incurred in pursuit of official **AUTHORITY** business, including any licensing requirements. The **CITY** shall receive a copy of all expense reports on a quarterly basis. Any expenses incurred by Executive Director in pursuit of **CITY** business will be reimbursed by **CITY**.
- G. **AUTHORITY** does hereby release, indemnify, and promise to defend and save harmless the **CITY**, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the **CITY**, its elected officials, officers, employees, and agents in defense thereof, asserting or arising directly or

indirectly on account of or out of Executive Director's performance of service pursuant to this Agreement.

SECTION 5 MISCELLANEOUS

- 5.01** Notices required under this Agreement may be sent by United States Postal Service regular surface mail, certified mail, registered mail, overnight delivery, or hand delivery. **CITY** and/or **AUTHORITY** can change the notice address by sending to the other party written indication of the new address. Notices should be addressed as follows:

CITY: City of McAllen
1300 Houston Avenue
McAllen, TX 78501
Attention: City Manager

With a copy to:
City Attorney at same location.

AUTHORITY: Hidalgo County Regional Mobility Authority
510 S. Pleasantview Drive
Weslaco, TX 78596
Attention: Chairman of the Board


With a copy to:
Blakely Fernandez, General Counsel
Tuggey Fernandez LLP
3707 N. St. Mary's Street, Ste. 200
San Antonio, TX 78212

- 5.02** Force Majeure: Any and all duties, obligations, and covenants of this Agreement will be suspended during time of natural disaster, war, acts of terrorism, or other "Acts of God", which prevent a party from fulfilling any and all duties, obligations, and/or covenants of this Agreement. If a party is prevented from fulfilling a duty, obligation, and/or covenant of this Agreement, due to Force Majeure, the party prevented from fulfilling will notify the other party in writing, sent pursuant to Section 5.01 Agreement, within fourteen (14) calendar business days of the Force Majeure event.
- 5.03** Parties Relationship: Nothing in the Agreement should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than, between **CITY** and **AUTHORITY**.

- 5.04 Applicable Law: This Agreement is construed under and in accordance with the laws of the State of Texas.
- 5.05 Cumulative Rights: All rights, options, and remedies contained in this Agreement and held by **CITY** and **AUTHORITY** are cumulative and the exercising of one will not exclude exercising another. **CITY** and **AUTHORITY** each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this Lease.
- 5.06 Non-waiver: A waiver by either **CITY** or **AUTHORITY**, or both, of any obligation, duty, or covenant of this Agreement will not constitute a waiver of any other breach of any obligation, duty, or covenant of this Agreement.
- 5.07 Counterparts: This Agreement can be executed in multiple counterparts, each of which is declared an original.
- 5.08 Severability: If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future law, **CITY** and **AUTHORITY** intend that the remaining clauses or provisions of this Agreement will not be affected and will remain in full force and effect.
- 5.09 Entire Agreement: This Agreement contains the final and entire agreement between **CITY** and **AUTHORITY**, and will not be amended, explained, or superceded by any oral or written communications; unless done so in a subsequent, written, and mutually agreed upon amendment.
- 5.10 Successors and Assigns: All the obligations, duties, covenants, and rights contained in this Agreement and performable by **CITY** will be applicable and binding upon respective successors and assigns, including any successor by merger or consolidation; however, nothing in this provision shall be construed to be consent of Assignment of this Agreement.
- 5.11 Nondiscrimination: **CITY** and **AUTHORITY**, and their agents or employees, are prohibited from discriminating on the basis of race, color, sex, age, religion, national origin, or handicap, in the performance of the terms, conditions, covenants and obligations of this Agreement.
- 5.12 Dispute Resolution: Any dispute between **CITY** and **AUTHORITY** regarding this Agreement will be governed by Texas Government Code, Chapter 2009, *Alternative Dispute Resolution for Use by Governmental Bodies*, and any applicable Model Rules promulgated by the Office of the Attorney General, the State of Texas.
- 5.13 Texas Department of Transportation: This agreement is subject to review and approval by the Texas Department of Transportation.

EXECUTED the 5th day of April, 2012, by CITY, by its duly authorized agent, as evidenced by the attached Resolutions of the City Council and Hidalgo County Regional Mobility Authority.

"CITY"
CITY OF McALLEN

By: 
Mike R. Perez
City Manager

ACKNOWLEDGMENT

STATE OF TEXAS

§

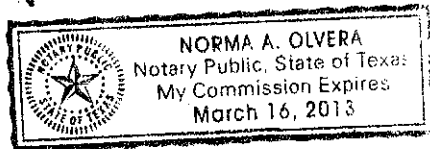
§


COUNTY OF HIDALGO

§

BEFORE ME, the undersigned authority a Notary Public for the State of Texas, on this day personally appeared Mike R. Perez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity state in such instrument.

GIVE UNDER MY HAND AND SEAL OF OFFICE this 5th day of April, 2012.




Notary Public, State of Texas
My Commission Expires: 3/16/2013

EXECUTED the 28th day of March, 2012, by AUTHORITY, by its duly authorized officer.

"AUTHORITY"
HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

By: 
DENNIS BURLESON
Chairman of the Board of Directors

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

§

BEFORE ME, the undersigned authority a Notary Public for the State of Texas, on this day personally appeared **DENNIS BURLESON**, Chairman of the Board of Directors, **AUTHORITY**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity state in such instrument.

GIVE UNDER MY HAND AND SEAL OF OFFICE this 28th day of March, 2012.

Flor Estella Koll

Notary Public, State of Texas

My Commission Expires: 10-27-2012



EXHIBIT A
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

EXECUTIVE DIRECTOR JOB DESCRIPTION CRITERIA FOR EXECUTIVE DIRECTOR

KNOWLEDGE

- Working knowledge of RMA policies, procedures, legislation, and various codes and laws affecting the implementation of RMA projects and programs;
- Knowledge of the process of developing transportation projects, including the planning and preliminary development phases, environmental process, right of way acquisition, utility relocation, funding, design, construction management;
- Knowledge of toll projects and alternative delivery;
- Knowledge of the principles and practices of regional planning and knowledge of transit, rail, and air quality planning;
- Knowledge of the operations, services, and activities of a comprehensive management program;
- Knowledge of the principles and practices of budget preparation and administration;
- Knowledge of modern office practices and technology, the use of computers and peripheral equipment;
- Working knowledge of public finance;

ABILITIES/SKILLS

- Ability to work under considerable stress as a result of tight deadlines, balancing multiple projects, and performing duties under public and political scrutiny;
- Ability to provide effective leadership, supervision and motivation to evaluate the performance of subordinates and vendors/contractors;
- Ability to direct preparation of complex technical reports, financial reports, budgets, and correspondence;
- Ability to make sound, educated, independent decisions and use judgment and discretion in applying RMA policies, rules and regulations;
- Ability to read, analyze, understand and apply complex legal, financial and/or technical reports, policies, codes, etc.; and
- Ability to communicate effectively with RMA personnel, governmental officials, contractors, consultants and the general public.

EXHIBIT B
CITY OF MCALLEN AND HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
EXECUTIVE DIRECTOR SELECTION AND TERMS

Selected Employee:	Pilar Rodriguez
Starting Salary:	\$170,000 / annual
Auto Allowance:	\$700/month
Phone Allowance:	\$125/month
Health Benefits:	Provided by City, reimbursed by HCRMA
Retirement Benefits:	Provided by City, reimbursed by HCRMA
Disability Benefits:	Provided by City, reimbursed by HCRMA
Leave:	Commiserate with senior manager level employees at City
Office Location:	To be provided by Authority

Item 1F

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> </u>	AGENDA ITEM	<u>1F</u>
PLANNING COMMITTEE	<u> X </u>	DATE SUBMITTED	<u>6/05/12</u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u>6/11/12</u>
TECHNICAL COMMITTEE	<u> </u>		

2. Agenda Item: **RECOMMENDATION ON PROPOSAL TO AUTHORIZE PROJECT WISE SOFTWARE FOR PROJECT AND FILE MANAGEMENT SYSTEM**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
- Consideration and recommendation on request to authorize the use of Project Wise Software as the HCRMA project and file management system.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Transportation Code, TxDOT Policy
4. Budgeted: Yes X No N/A
- Funding Source: Loop Fund
- Project Wise Software Cost \$19,874.69
6. Staff Recommendation: **Motion to recommend authorization of the use of Project Wise Software as the HCRMA project and file management system.**
7. Program Manager's Recommendation: X Approved Disapproved None
6. Board Attorney's Recommendation: Approved Disapproved X None
7. Executive Director's Recommendation: X Approved Disapproved None



Memorandum

To: Rick Perez, Chairman – Planning Committee
From: Pilar Rodriguez, PE, Executive Director
Date: June 5, 2012
Re: **Request to Authorize the Use of Project Wise as the Project and File Management System for the HCRMA**

Attached is a cost proposal submitted by Dannenbaum Engineering for use of Project Wise as the project and file management software for the HCRMA.

Dannenbaum and HCRMA staff participated in a demonstration of the software and have found it to meet our needs for both project management (i.e. submittals, review, comments, approvals, etc.) and file management (i.e. cataloging, search engine and retrieval).

Additionally, in reviewing references for the software, staff has determined that is one of the top platforms utilized by industry for design and construction of large infrastructure projects.

The proposed cost for Project Wise is \$19,874.69, which includes a server, software and user licenses. This item will be formally submitted to the Board of Directors for award of contract for the software and server at the next regular meeting.

Additionally, the majority of historical documents produced by and for the HCRMA have been converted to an electronic format by Dannenbaum under work authorizations numbers 1 and 4 and require a platform for cataloging and storage.

Based on review by this office, authorization to utilize Project Wise Software as the HCRMA project and file management system is recommended.

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

Onboard to Dannenbaum Systems

All prices are estimated and subject to change

Servers - Hardware	Mfg Part Number	QTY	Price	Total	
*Caching Server	BV861A	1	\$ 9,072.00	\$ 9,072.00	All Inclusive Server
			Subtotal	\$ 9,072.00	

Bentley - Software	Mfg Part Number	QTY	Price	Total	
Caching Server License		1	\$ 9,250.00	\$ 9,250.00	
Select Subscription		1	\$ 498.47	\$ 498.47	Yearly Cost
			Subtotal	\$ 9,250.00	Excludes Yearly Costs

Estimated Tax	\$ 1,552.69
Total	\$ 19,874.69
Bentley Yearly Costs	\$ 498.47

* Caching server is all inclusive of Hard Drives, memory, RAID Card and Power Supplies.

ProjectWise



A Proven System of Collaboration Servers
and Services for Infrastructure Projects



Market Facts

Enterprise Scale:

- ProjectWise enterprises range from tens of users to hundreds of thousands
- Representative ProjectWise accounts average over 1000 users
- Representative ProjectWise user organizations manage over 400,000 documents averaging 7.5 MB each

System of Choice for:

- Half of the U.S. state departments of transportation
- 24 of the *ENR* Top 25, 42 of the *ENR* Top 50, and 72 of the *ENR* Top 100 Design Firms
- 29 of the *ENR* Top 50 Design-Build Firms
- 234 of the *Bentley Infrastructure 500* Top Owners

Proven, Reliable, Broad Industry Adoption

ProjectWise is used in 92 countries by many of the world's leading infrastructure organizations. A sampling appears below.



"We've made ProjectWise our global work-sharing platform to streamline team collaboration on projects of all sizes and complexities. We're really happy with the way it allows widely distributed project teams to confidently share and manage project data. In addition, our strategic partnership with Bentley enables us to develop and implement world-class solutions that meet the needs of our integrated project teams around the globe."

Bruce A. Strupp/ATL, CPE-Design Technology Director, CH2M HILL

"We currently utilize ProjectWise in 32 projects, across more than 1,300 users, representing \$3 billion in construction costs alone. As most of the design data we currently manage is Revit based, ProjectWise V8i (SELECTseries 2) with Revit integration, as well as delta file transfer, will further enhance our Revit community by incorporating their workflows with supercharged network performance. ProjectWise has been tremendous in helping us collaborate with our business partners."

Radhika Menon, CIO, DPR Construction



How Much Is Inefficient Collaboration Costing You?

Is Conventional Document Management the Answer? Think Again...

Is your organization trying to use conventional document management or collaboration software to support project teams?

These “generic” systems aren’t set up to address the challenges specific to infrastructure project workflows. They can’t meet the unique requirements of securely managing, sharing, and distributing work-in-progress architectural, engineering, and construction content. They aren’t integrated with the design, analysis, and simulation applications commonly used by your teams, and aren’t suited to properly handle the sets of large and interrelated files distributed across team members in multiple geographies, including multiple countries and continents as organizations seek to deploy 24/7 engineering.

What’s more, document management systems don’t offer capabilities for effectively and efficiently publishing information to project stakeholders, or for the demanding review and markup needs unique to infrastructure projects.

As a result, most teams struggle with ineffective collaboration, work sharing, and communication – increasing time spent moving talent to project locations, driving up costs, increasing risk, and hurting the bottom line. It’s well understood that as much as 40 percent of an engineer’s working day can be spent on looking for and validating specific information and files for use, and in ensuring that the results of the work are properly communicated and distributed – all because there’s no single, trusted, and secure environment for

collaboration and work sharing. But this is just the tip of the iceberg when it comes to work-in-progress inefficiencies. For example, how many times have:

- Your teams sent design files that were too large – or which reviewers couldn’t open because of the file format?
- The inherently complex relationships among files in your engineering content been broken, endangering project quality and schedules?
- Your distributed, multidisciplinary teams been unable to work on projects simultaneously, rather than sequentially, limiting your ability to meet tight deadlines?
- You struggled to get stakeholder feedback faster and more frequently during design and construction, or perhaps even lost valuable feedback that later resulted in costly change orders?

Given the unique challenges of engineering information management and collaboration for infrastructure projects, what’s needed is information mobility in a secure, interoperable environment. Such an environment empowers collaboration, in the context of the entire project, including the input of all disciplines, and with continuity of information across all project teams, project stakeholders, and project phases, including design, engineering, construction, and operations—so information “hand-off” and “handover” become a positive “hands-on” experience.

ProjectWise Secures Information Mobility

The ProjectWise system of collaboration servers and services ensures information mobility *with integrity* for AECO information used in the design and construction of infrastructure projects while the work is in progress. It provides scalable, industry-proven, interoperable AECO **work-sharing**, **content reuse**, and **dynamic feedback capabilities** that are so essential to leveraging *information modeling* through *integrated projects* for high-performing, *intelligent infrastructure*.

ProjectWise helps you achieve:

- **Organizational Agility in a Managed Environment:** Create and manage ongoing work-product effectively – where the right people quickly and reliably accelerate work in progress using infrastructure tools and workflows of choice.
- **Maximized Value Across the Enterprise:** Inform project stakeholders and enterprise systems in a more consistent, timely, and predictable manner using high-impact deliverables.
- **Timely and Actionable Participation:** Synchronize comments to resolve issues quickly and effectively in a closed loop, returning feedback in context to all the relevant designers so as to be actionable.





Work Sharing: Create and Manage Ongoing Work Efficiently

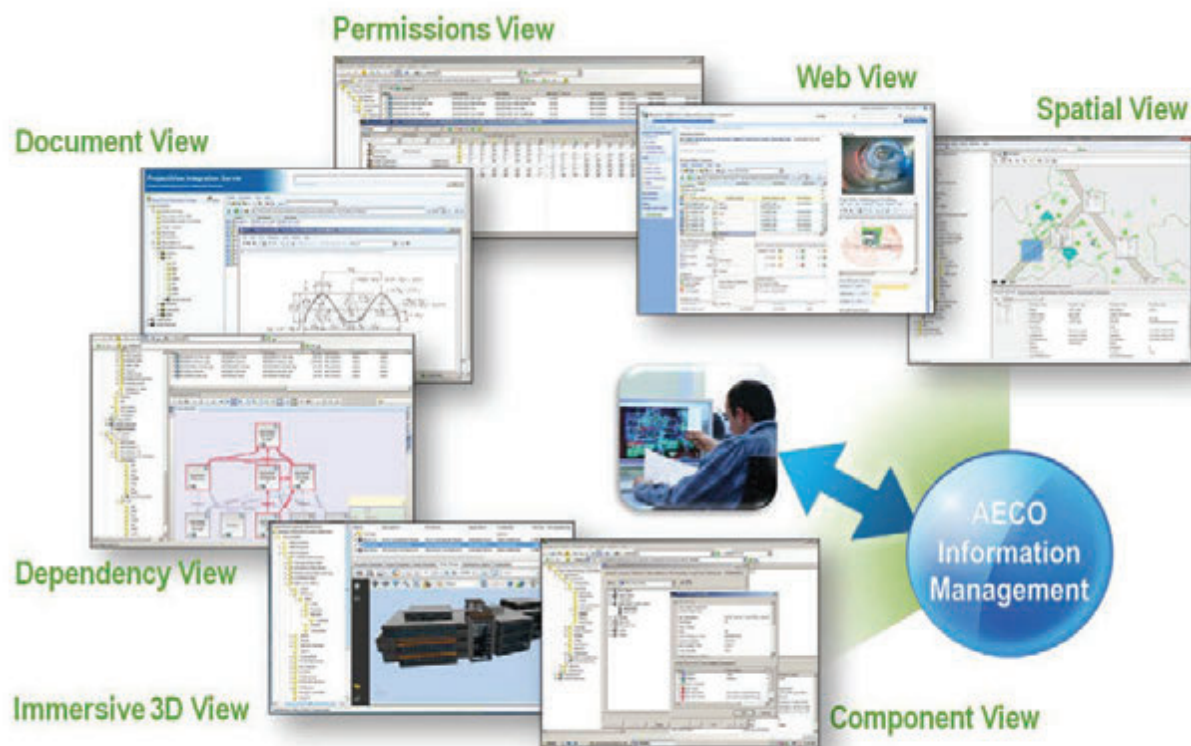
With ProjectWise, everyone can collaborate on projects, which is how today's interdisciplinary project teams must work to meet the challenges of sustaining infrastructure. Distributed team members can use their own

applications and file formats in their own locations. And through ProjectWise, they can quickly find, share, and interact with appropriately managed, interrelated engineering content using their preferred workflows.



With the smart work sharing that ProjectWise facilitates, your team realizes the higher productivity, increased project performance, and improved project quality that result from the ability to automate the management of complex relationships among documents and the countless components within them; share large work-in-progress datasets across offices in real time, instantly seeing the impact of design changes made by others; automatically enforce document standards across distributed teams; control document access; and make it easy to search at

the file and component level. ProjectWise also provides powerful work-sharing capabilities such as spatial view for map-based navigation, web view for online browser access, permissions view for access control management, dependency view for understanding and managing complex file relationships, component view to search for information across file types, and 2D and 3D views without needing the authoring applications. These empower team members to interact with project information in views that directly relate to their specific task requirements.





Content Reuse: Keep Project Stakeholders Informed

With ProjectWise, you can keep project stakeholders informed by creating consistent, timely, high-impact deliverables in a predictable manner. Designers can publish project information according to a predefined schedule or on demand – and always in accordance with user-defined standards. Now you can publish precise, data-rich, native engineering content in media that are appropriate for different audiences, such as electronic files, drawings, renderings, 3D PDFs, and 3D prints. You can also publish digital files to devices such as plotters, tablets, iPads, and the Web.

With flexible publishing capabilities, you benefit from improved project quality, faster design approvals, and broader project awareness. Project teams can:

- Transform digital designs into high-quality, precise deliverables.
- Securely publish engineering content.
- Package and publish 2D drawings and 3D models in highly portable formats that anyone can view.
- Improve communication with stakeholders through photorealistic visualizations (including images and movies).



Dynamic Feedback: Synchronize With the Source to Resolve Issues

ProjectWise supports a dynamic, closed-loop review process that captures feedback from reviewers – regardless of their respective locations – and returns it in context to all relevant designers in a way that's instantly actionable. You can capture comments and feedback on designs from anywhere – on a PC, using an iPad, on paper while at a construction site, and online or offline.

Bentley Navigator and Acrobat

You can capture and synchronize electronic markups provided through Bentley Navigator or Acrobat™ files. Reviewers can open these files using any computer or iPad – without the need for costly, proprietary design software – and comment on 2D and 3D i-models and PDFs. When markups are returned to

ProjectWise, they are automatically synchronized with the correct design files and team members, and include an audit trail of all comments and changes.

Pen and Paper

Since a hard copy is sometimes the best medium for sharing designs with stakeholders, Bentley provides a fast, easy way to synchronize markups created using pen and paper. Using ProjectWise Dynamic Plot, you can print versions of documents that can be marked up using a special digital pen. As markups are made, they are immediately captured by the pen. Once the digital pen is placed in its docking station, the markups are instantly synchronized with the original design file in ProjectWise.



Markup Synchronization

Regardless of how markups are captured, ProjectWise automatically synchronizes them with the appropriate project source documents and team members for action, complete with an audit trail. With dynamic reviews, you benefit from faster issue resolution, lower project risk, and reduced project time. Your project teams:

- Accelerate the creation and sharing of markups and feedback.
- Simulate and resolve clashes during the design phase and optimize schedules to eliminate on-site errors.
- View valuable component information, filter views of models, and precisely measure distances.
- Ensure feedback is routed to the right team members and associated with originating design files.
- Streamline review workflows and automate approval processes.



Business Benefits

ProjectWise transforms how project teams collaborate and makes your businesses more competitive by reducing the costs of inefficient collaboration. And as users can attest, the investment pays for itself through:

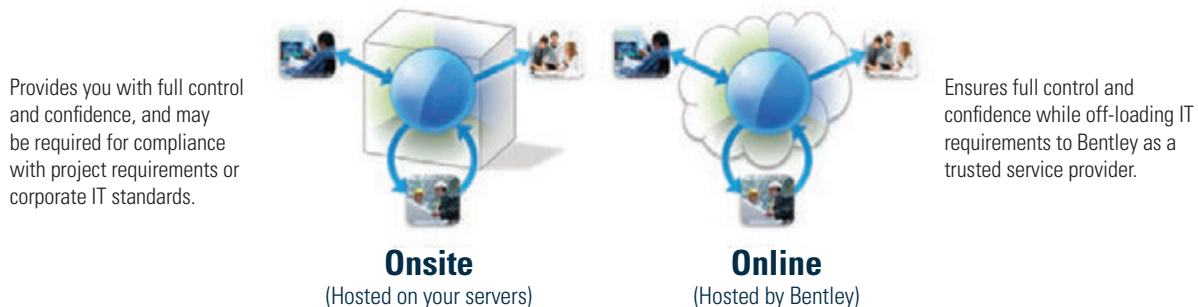
- **Rapid return on investment:** Pennsylvania-based Michael Baker Corporation achieved a 500% return on investment on ProjectWise for one project, with full payback in just six months.
- **Increased employee efficiency:** Genoa Port Authority in Italy cut the time employees spend locating, copying, and printing documents by 50%, saving two hours of work per employee per day.
- **Time savings:** London-based URS/Scott Wilson can find and validate information 25% faster, saving £5 million on a single project.

- **Lower travel costs:** Omaha-based HDR saved \$1.5 million in travel costs by connecting a virtual design team of 174 people across five U.S. states.
- **More efficient content management:** Energy Australia in New South Wales manages engineering content more effectively, saving \$500,000 in design and \$500,000 in construction on one project.

At the same time, ProjectWise reduces the cost of collecting the data needed for project handovers to asset management teams. For projects completed in ProjectWise, there is a single trusted and secure environment that contains the critical engineering data needed by asset management and operations teams. This data can be utilized by an asset management solution such as AssetWise.

Flexible Deployment Options

ProjectWise provides the flexibility and scalability to support the needs of both large and small project teams and can be deployed onsite or online. Its modular design allows you to expand an initial implementation as project requirements change. Also available are packaged offerings tailored for specific industries and project requirements, as well as deployments specifically tailored to the needs of your enterprise.



Work-Sharing Services

Empower and manage engineering content and team collaboration	ProjectWise Integration Server
Solve the geographically distributed 'big files' problem	ProjectWise Caching Server
Provide passport-enabled project team member access via a web browser	ProjectWise Web Server
Package, register, deliver and track AECO submittals and transmittals	Bentley Transmittal Services
Follow a best practice for AEC project management from the UK	ProjectWise Business Process Template (for BS1192)

Content Reuse Services

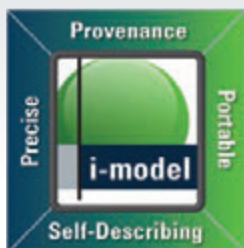
Automate production plotting for paper, PDF, and 3D plots	ProjectWise InterPlot Server
Automate i-models, PDFs, and raster production	ProjectWise Dynamic Composition Server
Define and enforce explicit dependency relationships	ProjectWise Dependency Service
Enable read-only browser access to broader stakeholders (no passport required)	ProjectWise Web View Server
Enterprise access to spatial data stored in ArcGIS	ProjectWise Connector for ArcGIS
Enterprise access to spatial data stored in Oracle databases	ProjectWise Connector for Oracle Spatial

Actionable Feedback Services

Review, mark-up, clash resolution, and visualization of i-models	Bentley Navigator
Produce paper plots for dynamic review with digital pens	ProjectWise Dynamic Plot Service
Access PDS models and data without requiring PDS software	ProjectWise PDx Dynamic Review Service



Enabling Technology



i-models: Delivering Information Mobility

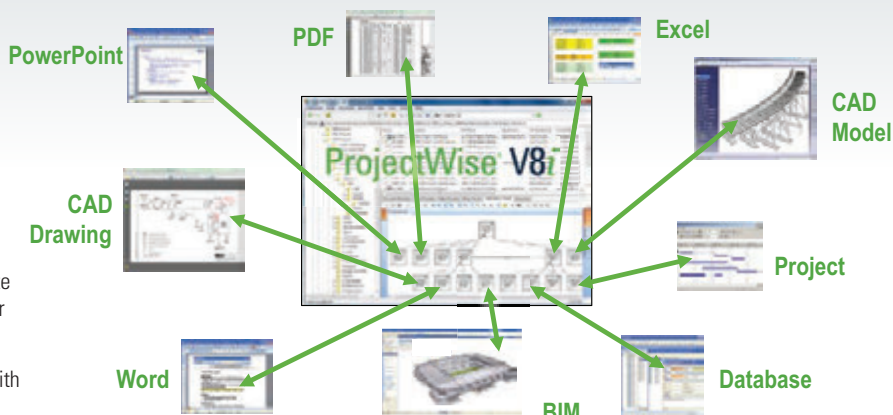
i-models are containers of information developed by Bentley to enable the fast, easy exchange of precise engineering content. Team members can share information generated from various applications without requiring recipients to have the source application used to create the data. ProjectWise and i-models address one of the fundamental weaknesses of conventional document management systems: how to seamlessly integrate everyone into project review and markup workflows.

- **Self describing:** Carry with them the associated data-model specifications (schema) to describe their content.
- **Portable:** Are optimized for sharing and distribution.
- **Provenance:** Retain knowledge about their original source, the purpose, and the state of the information at the time they were created.
- **Precise:** Contain 2D and 3D geometry and business properties and data with no loss of fidelity.

Trusted Shared Source of Project Information

Unlike systems that employ a centralized approach, ProjectWise utilizes a federated approach to provide the speed and flexibility needed when working with sets of large and interrelated files and data that are distributed across multiple sources and locations.

- Allows interdisciplinary project teams to utilize their own applications and file formats in their own locations.
- Enables project teams to always be in sync with the most up-to-date project information.
- Facilitates quick access to large and interrelated files by geographically distributed teams.



ProjectWise Collaboration Now Anywhere

The growing use of mobile devices has driven demand for effective tools to support mobile workflows. With the introduction of ProjectWise Explorer for the iPad and Bentley Navigator for the iPad, Bentley enables project participants to easily interact with content managed in ProjectWise.

Using Bentley's iPad apps, users can:

- Prepare and collate information, package and distribute it, perform a field task, and then return the package of information for analysis and reporting, whenever and wherever they might be.
- Extend anytime, anywhere access to their ProjectWise database through Wi-Fi or 3G, enabling users to access and browse folders and files at their finger tips. While connected, users can check out files on the iPad, perform field work, check the file in, and make it immediately available to other project stakeholders.
- Visit www.bentley.com/ipad for more information





Learn More

Are you ready to empower your project teams to work smarter and more efficiently? Contact your Bentley sales professional or visit us online at www.bentley.com/ProjectWise

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