

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

DATE: WEDNESDAY, NOVEMBER 21, 2012
TIME: 5:30 PM
PLACE: PHARR CITY HALL, 2ND FLOOR
CITY COMMISSION CHAMBERS
118 SOUTH CAGE BOULEVARD
PHARR, TEXAS 78577

PRESIDING: DENNIS BURLESON, CHAIRMAN

CALL TO ORDER FOR WORKSHOP

1. Review of Proposed Fiscal Year 2013 Budget

ADJOURNMENT OF WORKSHOP

CALL TO ORDER FOR REGULAR MEETING

PUBLIC COMMENT

1. REPORTS

- A. Update on SH 365 Financing – Jody Ellington, TxDOT
- B. Update on SH 365 Project – Louis Jones, Program Manager

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

- A. Approval of Minutes for Regular Meeting held October 18, 2012.
- B. Approval of Project Expense Report for Period from October 10, 2012 to November 13, 2012
- C. Approval of Financial Report for September 2012
- D. Resolution 2012-38 – Amendment and Restatement of Professional Service Agreement with TEDSI Infrastructure Group, Inc. to revise DBE/HUB requirements
- E. Resolution 2012-39 – Amendment and Restatement of Professional Service Agreement with DOS Land Surveying, LLC. to revise scope of services, work authorization and DBE/HUB requirements
- F. Resolution 2012-40 – Amendment and Restatement of Professional Service Agreement with Quintanilla, Headley and Associates, Inc. to revise scope of services, work authorization and DBE/HUB requirements

3. REGULAR AGENDA

- A. Resolution 2012-36 – Amendment and Restatement of Professional Service Agreement with L&G Consulting Engineers, Inc. to revise changes in project limits and DBE/HUB requirements
- B. Resolution 2012-37 – Amendment and Restatement of Professional Service Agreement with S&B Infrastructure, Ltd. to revise changes in project limits and DBE/HUB requirements
- C. Resolution 2012-41 – Authorizing HCRMA Staff to meet with Kansas City Southern Railway to determine the scope of the proposed South Texas Class I Rail Project
- D. Resolution 2012-42 – Authorizing Board of Director Signatories to Release Collateral with The Independent Bankers Bank

4. CHAIRMAN'S REPORT

- A. Report on Texas Transportation Commission Meeting held on October 25, 2012 and upcoming Texas Transportation Commission Meeting to be held on December 13, 2012, in Austin, Texas
- B. Report on 2012 Border to Border Conference held November 13-15, 2012 at South Padre Island, Texas

5. TABLED ITEMS

A. None

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

- A. Consultation with Board Attorney regarding legal issues pertaining to Professional Service Agreements with L&G, S&B, TEDSI, DOS Land Surveying and Quintanilla, Headley & Associates (Section 551.071 T.G.C.)
- B. Consultation with Board Attorney and Financial Advisor on legal issues pertaining to financial options, including current obligations (Section 551.071 T.G.C.)
- C. Consultation with Board Attorney regarding legal issues pertaining to the scope of the proposed South Texas Class I Rail Project (Section 551.071 T.G.C.)

ADJOURNMENT OF REGULAR MEETING

PUBLIC COMMENT POLICY

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

CERTIFICATION

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Directors is a true and correct copy and that I posted a true and correct copy of said notice on the Hidalgo County Regional Mobility Authority Web Page (www.hcrma.net) and the bulletin board in the Hidalgo County Court House (100 North Closner, Edinburg, Texas 78539), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 15th day of November, 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 956-402-4762 at least 24 hours before the meeting.

Workshop

Item 1

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 1 </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 11/21/12 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 11/09/12 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **WORKSHOP ITEM 1 – REVIEW OF PROPOSED FISCAL YEAR 2013 BUDGET**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Review of proposed Fiscal Year 2013 budget.
3. Policy Implication: Board Policy, Local Government, Texas Government Code, Texas
Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
Funding Source:
5. Staff Recommendation: **Review only.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Executive Director's Recommendation: Approved Disapproved X None



Memorandum

To: Dennis Burleson, Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: November 9, 2012
Re: **Workshop Item 1 – Review of Proposed Fiscal Year 2013 Budget**

Attached is the proposed budget for Fiscal Year 2013. The budget is divided into three sections; revenues, expenditures and details.

Staff is proposing the following significant items in the budget:

- Part-time Chief Financial Officer \$ 50,000
- Project Management Software \$170,000

The Chief Financial Officer is in anticipation of the financing for the SH 365 and IBTC projects in the next fiscal year. It is also anticipated that this position would prepare the monthly financial reports and an outside firm would no longer be necessary.

The Project Management Software is necessary to track all project activities, including development, operation and maintenance costs.

Vehicle Registration Fees collected for 2012 are estimated at \$5,408,232.00, which is approximately an 8.9% increase over fees collected in 2011 (\$4,967,709). Staff has budgeted a 3.0% increase in fees in FY 2013.

Additionally, all Loop Development costs for the year have also been included in the budget to cover expenses for the SH 365 Project.

The proposed budget is balanced with all expenditures less than revenues for the year.

The proposed budget for Fiscal Year 2013 is \$5,774,415.

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

HCRMA

Revenue by Source

	Actual 2011	Adj. Budget 2012	Estimated 2012	Budget 2013
<u>Source of Income</u>				
<u>FEES</u>				
<i>Vehicle Registration Fees:</i>				
Current	\$ 4,967,709	\$ 4,506,860	\$ 5,408,232	\$ 5,570,479
<u>MISC REVENUE</u>				
<i>Intragovernmental Participation:</i>	-	-	-	344,000
TOTAL REVENUE	<u>4,967,709</u>	<u>4,506,860</u>	<u>5,408,232</u>	<u>5,914,479</u>

HCRMA**Budget Summary By Expenditure**

	Actual 2011	Adj. Budget 2012	Estimated 2012	Budget 2013
<u>EXPENDITURES:</u>				
<u>GENERAL GOVERNMENT</u>				
Salaries & Wages	\$ -	\$ 169,995	\$ 209,995	\$ 385,700
Supplies	1,071	2,019	2,500	6,200
Travel & Training	45,216	9,240	12,000	20,000
Dues & Subscriptions	12,600	16,617	18,617	19,750
Rental & Contractual	86,783	8,284	12,534	36,072
Professional Services	206,727	419,173	436,873	175,200
Maintenance	-	-	-	2,000
Capital Outlay	-	4,396	5,000	175,000
<u>LOOP DEVELOPMENT</u>				
Engineering Services	1,052,003	918,579	1,408,579	1,032,171
Surveying Services	40,000	283,712	383,712	200,000
Environmental Services	221,975	75,558	100,558	316,661
Legal Services	182,351	80,539	100,539	100,000
Program Management	255,646	1,523,312	2,156,816	1,250,000
Acquisition Services	-	-	-	-
Financial Services	75,204	285,213	415,213	275,498
<u>DEBT SERVICE</u>				
Letter of Credit - FNB	1,780,163	1,780,163	1,780,163	1,780,163
<u>TOTAL</u>				
EXPENDITURES	3,959,739	5,576,800	7,043,099	5,774,415

HCRMA
FY 2013 BUDGET DETAIL

<u>Salaries & Wages</u>	
Executive Director - Full Time	\$170,000
Program Administrator - Full Time	\$48,964
Chief Financial Officer - Part Time	\$50,000
Overtime	\$2,500
Vehicle Allowance	\$8,400
Phone Allowance	\$2,700
Benefits @ 30%	\$84,769
Administrative Fee @ 5%	\$18,367
	<hr/>
	\$385,700
 <u>Supplies</u>	
Printing	\$1,200
Office Supplies	\$5,000
	<hr/>
	\$6,200
 <u>Travel & Training</u>	
Seminars/Conferences	\$5,000
Continuing Education	\$2,000
Travel Reimbursement	\$13,000
	<hr/>
	\$20,000
 <u>Dues & Subscriptions</u>	
Publications	\$500
Licenses	\$250
Professional Organizations	\$19,000
	<hr/>
	\$19,750
 <u>Rental & Contractual</u>	
City of Pharr Office Rental	\$12,000
City of Pharr Admin/IT Svcs	\$4,860
Insurance - Errors & Omissions	\$640
Surety Bonds	\$800
Wells Fargo - Copier Rental	\$6,972
Pena Design - Web Site	\$1,800
Temporary Employees	\$7,000
Postage/FedEx/Courier Services	\$2,000
	<hr/>
	\$36,072
 <u>Professional Services</u>	
Tuggey Fernandez	\$100,000
Dan Rios	\$50,000
Salinas, Allen & Schmit	\$10,200
Annual Audit	\$15,000
	<hr/>
	\$175,200

HCRMA
FY 2013 BUDGET DETAIL

<u>Maintenance</u>	
Equipment Repair	\$2,000
	<u>\$2,000</u>
<u>Capital Outlay</u>	
Project Management Software	\$170,000
2 - Laptops & Accessories @ \$1800	\$3,600
Desk, Chair & Accessories	\$1,400
	<u>\$175,000</u>
<u>Loop Development</u>	
<u>Engineering Services</u>	
S&B Infrastructure	\$444,927
L&G Engineering	\$529,603
TEDSI Infrastructure	\$57,641
	<u>\$1,032,171</u>
<u>Surveying Services</u>	
DOS Surveying	\$100,000
Quintanilla, Headley	\$100,000
	<u>\$200,000</u>
<u>Environmental Services</u>	
Atkins North America	\$316,661
	<u>\$316,661</u>
<u>Legal Services</u>	
Tuggey Fernandez	\$100,000
	<u>\$100,000</u>
<u>Program Management</u>	
Dannenbaum Engineering	\$1,250,000
	<u>\$1,250,000</u>
<u>Acquisition Services</u>	
	<u>\$0</u>
	\$0
<u>Financial Services</u>	
Vinson & Elkins	\$55,698
First Southwest/C&M	\$219,800
	<u>\$275,498</u>
Total Loop Development	\$3,174,330

HCRMA
FY 2013 BUDGET DETAIL

Debt Service

First National Bank

\$1,780,165

\$1,780,165

Item 1B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 1B </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 11/21/12 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 11/09/12 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **PROGRAM MANAGER UPDATE ON SH 365 PROJECT**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Report from Program Manager on progress with SH 365 Project
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas
Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: **Report Only.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Executive Director's Recommendation: Approved Disapproved X None

PROGRESS REPORT

Work Authorization No. 1: Report # 12
Report Period: 10/01/2012 through 10/31/2012
Client: Hidalgo County Regional Mobility Authority

Work Authorization No. 3 (Title Reports for SH 365)

PRIME: DANNENBAUM ENGINEERING CORPORATION

NO TASKS PROVIDED OUTSIDE OF OVERSIGHT

SUBCONSULTANT: ARANDA & ASSOCIATES, INC.

TASK 1: PROVIDE TITLE REPORTS

WORK PERFORMED THIS PERIOD

- Provided title reports necessary for resolving out standing right of entry issues and general ROW mapping data gathering.

PROGRESS REPORT

Work Authorization No. 1: Report # 12
Report Period: 10/01/2012 through 10/31/2012
Client: Hidalgo County Regional Mobility Authority

Work Authorization No. 5 (Engineering Management / Partial Operations / Implementation / Public Outreach)

PRIME: DANNENBAUM ENGINEERING CORPORATION

TASK A: COORDINATE / UPDATE / ASSIST EXECUTIVE DIRECTOR

WORK PERFORMED THIS PERIOD

- Provide HCRMA staff insight and assistance on HCRMA work conducted to date as requested by Executive Director.

WORK TO BE PERFORMED NEXT PERIOD

- Continue to support HCRMA staff as required.

ACTIONS REQUIRED IMMEDIATE ATTENTION

- None.

TASK B: ATTEND / PREPARE DATA / REPORT ON VARIOUS MEETINGS

WORK PERFORMED THIS PERIOD

- Assist the HCRMA staff with preparation of meetings with stakeholders, HCRMA Planning/Finance/Full Board Meetings by providing data, presentations and meeting-set up support (including agenda preparations, sign in sheet documentation and meeting minutes). Assist HCRMA staff on meetings with local municipalities and County commissioners on HCRMA initiatives.

WORK TO BE PERFORMED NEXT PERIOD

- Continue to support HCRMA staff and PMC efforts to organize (where required), attend

PROGRESS REPORT

Work Authorization No. 1: Report # 12
Report Period: 10/01/2012 through 10/31/2012
Client: Hidalgo County Regional Mobility Authority

document and follow-up with meeting action items for the execution of HCRMA business.

ACTIONS REQUIRED IMMEDIATE ATTENTION

- None.

TASK C: CONTINUE TO COORDINATE WITH HCMPO TO MODIFY SHORT/ LONG TERM TIP TO ACCOUNT FOR APPROVAL STRATEGY

WORK PERFORMED THIS PERIOD

- Submitted HCMPO forms and met with HCMPO staff to obtain comments.

WORK TO BE PERFORMED NEXT PERIOD

- Await any final instructions from TxDOT before updating TIP.

ACTIONS REQUIRED IMMEDIATE ATTENTION

- None.

TASK D: CONTINUE TO NEGOTIATE / COORDINATE WITH TXDOT ON ADVANCED FUNDING AGREEMENT FOR SH 365 / US 281

WORK PERFORMED THIS PERIOD

- Conducted follow-up with HCRMA and TxDOT staff on the status of the request and provide any additional support as required to finalize the funding consolidation request and assist HCRMA staff with final negotiations. Continued to provide updated schedules, total development costs for draft agreement.

WORK TO BE PERFORMED NEXT PERIOD

- Await further TxDOT or HCRMA comment before finalizing this effort. Per meeting on 10/29/2012, TxDOT ENV requested the planning information be updated.

ACTIONS REQUIRED IMMEDIATE ATTENTION

- None.

PROGRESS REPORT

Work Authorization No. 1: Report # 12
Report Period: 10/01/2012 through 10/31/2012
Client: Hidalgo County Regional Mobility Authority

TASK E: CONTINUE TO IMPLEMENT INTERIM COST ACCOUNTING SYSTEM UTILIZING DANNENBAUM COST ACCOUNTING SYSTEM

WORK PERFORMED THIS PERIOD

- Gathered outstanding data to catch up the project books for the year 2012 as well as some older entries requiring backup.

WORK TO BE PERFORMED NEXT PERIOD

- Package all updated data to provide to project accountant staff at Dannenbaum.

ACTIONS REQUIRED IMMEDIATE ATTENTION

- None.

TASK F: CONTINUE TO ORGANIZE / DEVELOP HCRMA FILES BY PROJECT

WORK PERFORMED THIS PERIOD

- Continue to organize files amassed from WA No. 1 and amassed through current work effort on WA No. 5 into the document control project system folder hierarchy.
- Met with E-Builder, Bentley and PMC IT to weigh final short term and long term options.

WORK TO BE PERFORMED NEXT PERIOD

- Work with HCRMA Staff on ProjectWise implementation.

ACTIONS REQUIRED IMMEDIATE ATTENTION

- None.

PROGRESS REPORT

Work Authorization No. 1: Report # 12
Report Period: 10/01/2012 through 10/31/2012
Client: Hidalgo County Regional Mobility Authority

TASK G: CONTINUE TO COORDINATE WITH HIDALGO COUNTY APPRAISAL DISTRICT ON TRZ INPUTS AND AGREEMENTS

WORK PERFORMED THIS PERIOD

- Continued coordination with PMC Team and the Hidalgo County Judge's office staff to review the latest TRZ No. 2 map and gather all agreements, boundaries and descriptions needed for potential TRZ No. 2 boundary edits.

WORK TO BE PERFORMED NEXT PERIOD

- Continue efforts with HCRMA legal, Staff and County/City stakeholders.

ACTIONS REQUIRED IMMEDIATE ATTENTION

- None.

TASK H: CONTINUE TO IMPLEMENT PUBLIC OUTREACH PROGRAM MANAGING WITH ASSISTANCE FROM CONSULTANT (PATHFINDER) AND OTHERS

WORK PERFORMED THIS PERIOD

- Develop plan based on first round of comments and feedback from larger public outreach group.

WORK TO BE PERFORMED NEXT PERIOD

- Final write-up and Implementation stage.

ACTIONS REQUIRED IMMEDIATE ATTENTION

- None.

PROGRESS REPORT

Work Authorization No. 1: Report # 12
Report Period: 10/01/2012 through 10/31/2012
Client: Hidalgo County Regional Mobility Authority

TASK I: CONTINUE PUBLIC OUTREACH MEETINGS INCLUDING NEGOTIATIONS OF TRUCK RESTRICTIONS WITH THE FOLLOWING CITIES (INCLUDING TRAVEL AND PREPARATION FOR MEETING)

WORK PERFORMED THIS PERIOD

- Assisted with, as well as led, the efforts to conduct meetings with local municipalities and stakeholders.

WORK TO BE PERFORMED NEXT PERIOD

- Continue above-stated efforts with cities and stakeholders.

ACTIONS REQUIRED IMMEDIATE ATTENTION

- None.

TASK J: CONTINUE TO OVERSEE C&M ASSOCIATES, INC, IN DEVELOPING THE T&R STUDIES / FINANCING ALTERNATIVES (FSW)

WORK PERFORMED THIS PERIOD

- Continued to manage and provide insight and support with requests for information that the T&R consultant needs for their revenue modeling. Followed up with RFI's and provided feedback as requested by T&R Consultant for ongoing T&R and proposed Level of Service (LOS) Studies.
- Provided feedback on level of service analysis for SH 365 along with team member HDR Engineering, Inc.

WORK TO BE PERFORMED NEXT PERIOD

- Review draft T&R Studies and provide feedback on sensitivity analysis.

ACTIONS REQUIRED IMMEDIATE ATTENTION

- None.

PROGRESS REPORT

Work Authorization No. 1: Report # 12
Report Period: 10/01/2012 through 10/31/2012
Client: Hidalgo County Regional Mobility Authority

TASK K: CONTINUE TO OVERSEE IBTC

WORK PERFORMED THIS PERIOD

- Continue to Oversee Local Environmental Clearance (Assisted by Blanton - Lead).

WORK TO BE PERFORMED NEXT PERIOD

- Continue to oversee local environmental clearance efforts as required.

ACTIONS REQUIRED IMMEDIATE ATTENTION

- None.

TASK L: CONTINUE TO OVERSEE SH 365 SEGMENTS 1, 2 AND 4 (FROM FM 1016 TO US 281)

WORK PERFORMED THIS PERIOD

- Continued to manage engineers on drainage and other schematic activities. Continued efforts with surveyors on field work and finalizing Right of Entry and started process of acquiring title reports on outstanding unknown property owners. Continued to manage environmental work efforts in response to extension of project limits in response to TxDOT Minute Order Changes that was in response to HCRMA funding consolidation. Coordinated with designer's Utility Coordinators on ongoing data gathering and analysis. Continued to support environmental classification effort and conducted meeting with Austin ENV and conducted site visit. Obtained preliminary recommendation on an EA classification from TxDOT ENV pending FHWA review and full development of documents. Continued to manage environmental, engineering designer and surveyors in their execution of their outstanding work authorizations.

WORK TO BE PERFORMED NEXT PERIOD

- Continue SH 365 development efforts, including follow up meetings with Austin ENV and FHWA as they get scheduled by local District. Continue to support planning efforts as needed for the AFA and environmental process.

PROGRESS REPORT

Work Authorization No. 1: Report # 12
Report Period: 10/01/2012 through 10/31/2012
Client: Hidalgo County Regional Mobility Authority

ACTIONS REQUIRED IMMEDIATE ATTENTION

- None.

TASK M: CONTINUE TO OVERSEE SH 365 SEG 3 - US 281 / MILITARY HWY OVERPASS

WORK PERFORMED THIS PERIOD

- Reviewed conceptual designs and provided stakeholder coordination meeting support to review progress and provide the Engineer constructive comments.

WORK TO BE PERFORMED NEXT PERIOD

- Continue SH 365 development efforts and push forward with formal stakeholder meetings showing route concepts and probable opinion of cost for each alternative.

ACTIONS REQUIRED IMMEDIATE ATTENTION

- None.

TASK N: IMPLEMENTATION OF GIS TOOLS - PHASE IA

WORK PERFORMED THIS PERIOD

- Conduct initial data gather.

WORK TO BE PERFORMED NEXT PERIOD

- Initiate website portal concept.

ACTIONS REQUIRED IMMEDIATE ATTENTION

- None.

TASK O: IMPLEMENTATION OF PROJECT WISE

PROGRESS REPORT

Work Authorization No. 1: Report # 12
Report Period: 10/01/2012 through 10/31/2012
Client: Hidalgo County Regional Mobility Authority

WORK PERFORMED THIS PERIOD

- Meet with HCRMA Staff and vendors on options.

WORK TO BE PERFORMED NEXT PERIOD

- Look into potential option to start document control via PMC IT and eventually migrate data to HCRMA-owned server.

ACTIONS REQUIRED IMMEDIATE ATTENTION

- None.

PROGRESS REPORT

Work Authorization No. 1: Report # 12
Report Period: 10/01/2012 through 10/31/2012
Client: Hidalgo County Regional Mobility Authority

SUBCONSULTANT: HDR ENGINEERING, INC.

TASK J: ASSIST PMC WITH T&R STUDY REVIEW / FINANCING ALTERNATIVES

WORK PERFORMED THIS PERIOD

- Provided expert assistance on HCRMA funding related questions and review of Level of Service (LOS) and Traffic and Revenue (T&R).

WORK TO BE PERFORMED NEXT PERIOD

- Continue to provide expert assistance on HCRMA funding related questions, but primarily in the review of Level of Service (LOS) and Traffic and Revenue (T&R) studies.

ACTIONS REQUIRED IMMEDIATE ATTENTION

- None.

PROGRESS REPORT

Work Authorization No. 1: Report # 12
Report Period: 10/01/2012 through 10/31/2012
Client: Hidalgo County Regional Mobility Authority

SUBCONSULTANT: BLANTON & ASSOCIATES, INC.

TASK K: CONTINUE TO OVERSEE IBTC

WORK PERFORMED THIS PERIOD

- None.

WORK TO BE PERFORMED NEXT PERIOD

- None.

ACTIONS REQUIRED IMMEDIATE ATTENTION

- None.

TASK L: CONTINUE TO OVERSEE SH 365 SEGMENTS 1, 2 AND 4 (FROM FM 1016 TO US 281)

WORK PERFORMED THIS PERIOD

- Assisted with oversight of on-going environmental work and provided assistance to PMC on environmentally related questions/protocol/criteria as well as supplied review of all environmental documents.

WORK TO BE PERFORMED NEXT PERIOD

- Continue with the above-mentioned activity.

ACTIONS REQUIRED IMMEDIATE ATTENTION

- None.

TASK M: CONTINUE TO OVERSEE SH 365 SEG 3 - US 281 / MILITARY HWY OVERPASS

WORK PERFORMED THIS PERIOD

- Assisted with oversight of on-going environmental work and provided assistance to PMC on environmentally related questions/protocol/criteria as well as supplied review of all

PROGRESS REPORT

Work Authorization No. 1: Report # 12
Report Period: 10/01/2012 through 10/31/2012
Client: Hidalgo County Regional Mobility Authority

environmental documents.

WORK TO BE PERFORMED NEXT PERIOD

- Continue with the above-mentioned activity.

ACTIONS REQUIRED IMMEDIATE ATTENTION

- None.

PROGRESS REPORT

Work Authorization No. 1: Report # 12
Report Period: 10/01/2012 through 10/31/2012
Client: Hidalgo County Regional Mobility Authority

SUBCONSULTANT: ARANDA & ASSOCIATES, INC.

TASK L: CONTINUE TO OVERSEE SH 365 SEGMENTS 1, 2 AND 4 (FROM FM 1016 TO US 281)

WORK PERFORMED THIS PERIOD

- Provide coordination efforts for survey field work and finalized right of entry from FM 1016 (Conway Ave) to US 281. Provide support to PMC on survey-related questions. Provide directives on work to be performed by the Surveyors with a specific scope and deadline as well as support for developing new scopes and contracts for a PMC-generated survey scope of services to cover all necessary survey items throughout SH 365 project development.

WORK TO BE PERFORMED NEXT PERIOD

- Continue to provide coordination efforts for survey field work and finalize right of entry on parcels with unknown landowners. Obtain title reports required to identify the unknown land owners and provide the title information to surveyors in order to conduct boundary surveys. Provide PMC assistance on survey scope funding allocation and scope clarification.

ACTIONS REQUIRED IMMEDIATE ATTENTION

- None.

PROGRESS REPORT

Work Authorization No. 1: Report # 12
Report Period: 10/01/2012 through 10/31/2012
Client: Hidalgo County Regional Mobility Authority

**SUBCONSULTANT: BARRERA INFRASTRUCTURE GROUP
(FORMERLY MANAGING PARTNER OF BARRERA - TORRES
INFRASTRUCTURE, PLCC)**

TASK L: CONTINUE TO OVERSEE SH 365 SEGMENTS 1, 2 AND 4 (FROM FM 1016 TO US 281)

WORK PERFORMED THIS PERIOD

- Revised utility relocation plan based on comments from the PMC and initiated follow-up with engineering designers on their utility coordination with utility stakeholders.

WORK TO BE PERFORMED NEXT PERIOD

- Continue follow-up with engineering designers on their utility coordination with utility stakeholders.

ACTIONS REQUIRED IMMEDIATE ATTENTION

- None.

Item 2A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2A </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 11/21/12 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 11/09/12 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF MINUTES FOR REGULAR MEETING HELD
OCTOBER 18, 2012**
2. Nature of Request: (Brief Overview) Attachments: X Yes No

Consideration and approval of minutes for the Hidalgo Count Regional Mobility Authority Board
of Directors Regular Meeting held October 18, 2012.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas
Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: **Motion to approve the minutes for the Board of Director's Regular
Meeting held October 18, 2012.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: X Approved Disapproved None
9. Executive Director's Recommendation: X Approved Disapproved None

STATE OF TEXAS
COUNTY OF HIDALGO
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

The Hidalgo County Regional Mobility Authority Board of Directors convened a Regular Meeting on **Thursday, October 18, 2012**, at 5:37 pm at the Pharr City Hall, City Commission Chambers, 118 South Cage Boulevard, Pharr, Texas, with the following present:

Board Members:	Dennis Burleson, Chairman	HCRMA
	Michael G. Cano, Vice-Chairman	HCRMA
	Ricardo Perez, Secretary/Treasurer	HCRMA
	Forrest Runnels, Director	HCRMA
	Alonzo Cantu, Director	HCRMA
Absent	Joe Olivarez, Director	HCRMA
	David Guerra, Director	HCRMA
Staff:	Pilar Rodriguez, Executive Director	HCRMA
	Flor E. Koll, Program Administrator	HCRMA
	Dan Rios, Legal Counsel	HCRMA
	Blakely Fernandez, Legal Counsel	HCRMA
	Louis Jones, Program Manager	HCRMA

CALL TO ORDER FOR REGULAR MEETING

Chairman Burleson called the meeting to order.

PUBLIC COMMENT

None.

1. REPORTS

- A. Update on TxDOT Financing for SH 365 Project – Jody Ellington, TxDOT
Norma Garza reported on action to be considered by the Texas Transportation Commission at the upcoming November 2012 meeting related to an Advance Funding Agreements for SH 365. No action taken.
- B. Update of SH 365 Project – Louis Jones, Program Manager
Louis Jones, Program Manager, provided a summary update on the progress for the SH 365 Project. The Board of Directors was also provided a written report with a detailed update on the SH 365 Project. No action taken.
- C. Update on Overweight Truck Corridor Proposal – Pilar Rodriguez, Executive Director
Pilar Rodriguez, Executive Director, provide a summary update on meetings with the various stakeholders along the proposed overweight truck corridor. The cities of Mission and McAllen support the proposal and the City of Donna has requested that the corridor be extended to the Donna Bridge. No action taken.

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

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

- A. Approval of Minutes for Regular Meeting held September 20, 2012
Approved the Minutes for Regular Meeting held September 20, 2012 as presented.
- B. Approval of Project Expense Report for Period from September 12, 2012 to October 9, 2012
Approved the Project Expense Report for the Period from September 12, 2012 to October 9, 2012 as presented.
- C. Approval of Financial Report for August 2012
Approved the Financial Report for August 2012 as presented.

3. REGULAR AGENDA

- A. Resolution 2012-33 – Amendment and Restatement of Work Authorization Number 5 of Professional Service Agreement with Dannenbaum Engineering for continued Public Outreach
Motion by Michael Cano, with a second by Ricardo Perez, to approve amendment and restatement of Work Authorization No. 5 of Professional Service Agreement with Dannenbaum Engineering in the amount of \$45,000.00 for a revised Work Authorization No. 5 amount of \$847,369.93 leaving a maximum fee balance of \$2,490,563.59. Motion carried unanimously.
- B. Resolution 2012-24 – Amending 2012-2017 Strategic Plan – Project Manager Strategy No. 8 to include Environmental Clearance and Preliminary Engineering of SH 365 from FM 396 to FM 1016 and related actions
Motion by Alonzo Cantu, with a second by Michael Cano, to approve the amendment to the 2012-2017 Strategic Plan – Project Manager Strategy No. 8 to include environmental clearance and preliminary engineering for SH 365 from FM 396 to FM 1016. Motion carried unanimously.
- C. Resolution 2012-29 – Approval of Interlocal Agreement with the City of Mission and Mission Redevelopment Authority for Advance Project Development of SH 365 from FM 396 to FM 1016
Motion by Ricardo Perez, with a second by Michael Cano, to approve the City of Mission and the Mission Redevelopment Authority for Advance Project Development of SH 365 from FM 396 to FM 1016. Motion carried unanimously.
- D. Resolution 2012-30 – Approval of Supplemental No. 1 to Work Authorization No. 1 of Professional Service Agreement with L&G Engineering for Preliminary Engineering of SH 365 from FM 396 to FM 1016
Motion by Ricardo Perez, with a second by Michael Cano, to approve Supplemental No. 1 to Work Authorization No. 1 of Professional Service Agreement with L&G Engineering in the amount of \$310,893.87 for a revised Work Authorization No. 1 amount of \$1,309,731.50 leaving a maximum fee balance of \$4,577,810.89. Motion carried unanimously.

- E. Resolution 2012-31 – Approval of Supplemental No. 2 to Consulting Agreement with Atkins North America, Inc. adding Environmental Clearance of SH 365 from FM 396 to FM 1016
Motion by Alonzo Cantu, with a second by Forrest Runnels, to approve Supplemental No. 2 to Consulting Agreement with Atkins North America in the amount of \$33,026.00 for a revised contract amount of \$581,693.00. Motion carried unanimously.
- F. Resolution 2012-34 – Approval of Advance Funding Agreement with the Texas Department of Transportation for the SH 365 Project
No action taken.

4. CHAIRMAN'S REPORT

- A. Report on Texas Transportation Commission Meeting to be held October 25, 2012, in Austin, Texas
Chairman Burleson reported on upcoming Texas Transportation Commission meeting to be held on October 25, 2012. No action taken.
- B. Report on Border to Border Conference (November 13-14, 2012) at South Padre Island, Texas and the 8th Annual Texas Transportation Forum (February 17-19, 2013) in Austin, Texas
Chairman Burleson reported on the upcoming Border to Border Conference and 8th Annual Texas Transportation Forum. No action taken.

5. TABLED ITEMS

- A. None

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

Motion by Michael Cano, with a second by Alonzo Cantu, to enter into Executive Session pursuant to Chapter 551, Texas Government Code, Section 551.071 Consultation with Attorney for Items 3A, 3F, 6A and 6B. Motion carried unanimously.

Chairman Burleson recessed the open meeting at 6:03 pm to go into Executive Session. Chairman Burleson reconvened the open meeting at 6:31 pm with the follow action taken on Executive Session items:

No action taken on items 3A, 3F, 6A and 6B.

- A. Consultation with Board Attorney regarding legal issues pertaining to Dannenbaum Engineering Work Authorization No. 5 (Section 551.071 T.G.C.)
No action taken.
- B. Consultation with Board Attorney and Financial Advisor on legal issues pertaining to financial options, including current obligations (Section 551.071 T.G.C.)
No action taken.

ADJOURNMENT

There being no other business to come before the Board of Directors, the meeting was adjourned at 6:33 pm.

Dennis Burleson, Chairman

Attest:

Ricardo Perez, Secretary/Treasurer

Item 2B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2B </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 11/21/12 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 11/09/12 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF PROJECT EXPENSE REPORT FOR OCTOBER 10, 2012 THROUGH NOVEMBER 13, 2012**
2. Nature of Request: (Brief Overview) Attachments: X Yes No

Consideration and approval of project expense report for the period from October 10, 2012 to November 13, 2012.
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: Vehicle Registration Fund Balance after Expenses \$4,432,742.97

 General Account \$ 26,946.91
 Loop Account \$644,585.13
 Debt Service Account \$148,347.02
 Total Project Expenses for Reporting Period \$819,879.06
5. Staff Recommendation: **Motion to approve the project expense report for the period from October 10, 2012 to November 13, 2012 as presented.**
6. Program Manager's Recommendation: X Approved Disapproved None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Executive Director's Recommendation: X Approved Disapproved None



Memorandum

To: Dennis Burleson, Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: November 9, 2012
Re: **Expense Report for the Period from October 10, 2012 to November 13, 2012**

Attached is the expense report for the period commencing on October 10, 2012 and ending on November 13, 2012.

Expenses for the General Account total \$26,946.91, Loop Account total \$644,585.13, and for the Debt Service Account total \$148,347.02. The aggregate expense for the reporting period is \$820,158.21.

Based on review by this office, **approval of expenses for the reporting period is recommended in the aggregate amount of \$819,879.06.**

This leaves a balance in the Vehicle Registration Fund after expenses of \$4,432,742.97.

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



EXPENSE REPORT

November 21, 2012

General Account (Account No. 28003536)

Code	Make Check Payable to	Inv Date	Memo:	Amount	Ck #
16660.000	A Fast Delivery	10/16/2012	2012003915 - Courier Services	\$ 77.00	
16200.000	City of McAllen	10/26/2012	000008465- Admin Fees	\$ 238.00	
16200.000	City of McAllen	10/17/2012	Payroll 21 Salaries 10/1/12-10/14/12	\$ 10,518.62	
16200.000	City of McAllen	10/31/2012	Payroll 22 Salaries 10/15/12-10/28/12	\$ 9,847.27	
17150.000	City of Pharr	11/1/2012	110112 November Rent	\$ 1,000.00	
17140.000	Dahill	10/19/2012	8PN29A - Supplies	\$ 27.06	
16620.000	Dahill	10/23/2012	961360 - printing and copies	\$ 872.47	
16600.000	Dennis Burleson	10/31/2012	Travel - TxDOT Commission Meeting	\$ 446.40	
16600.000	Flor E. Koll	10/31/2012	Travel - TxDOT Commission Meeting	\$ 159.75	
16600.000	Joe Olivarez	11/15/2012	Travel - Border to Border Conference	\$ 220.00	
17140.000	Office Depot	10/3/2012	627406658-001	\$ 154.76	
17140.000	Office Depot	10/12/2012	628643766-001	\$ 56.55	
17210.000	Pena Designs	10/3/2012	Invoice #4 - September 1-30	\$ 150.00	
17210.000	Pena Designs	10/31/2012	Invoice #5 - October 1-31	\$ 150.00	
16600.000	Pilar Rodriguez	10/31/2012	Travel - TxDOT Commission Meeting	\$ 499.65	
16600.000	Pilar Rodriguez	11/7/2012	Travel - LLGP Training	\$ 517.62	
16600.000	Ricardo Perez	11/15/2012	Travel - Border to Border Conference	\$ 233.24	
17050.000	Salinas Allen Schmitt	11/12/2012	98461 - October Services	\$ 850.00	
17100.000	Tuggey Fernandez	11/9/2012	10674 - Oct Svc/General Matters	\$ 598.50	
17150.000	Wells Fargo	10/29/2012	6745215972 10/25/12-11/25/12	\$ 330.02	
				\$ 26,946.91	

Loop Account (Account No. 280003609)

Code	Make Check Payable to:	Inv Date	Memo:	Amount
28000.000	Atkins	10/10/2012	1151674 - SH365	\$ 8,476.69
27100.000	Dan Rios	11/13/2012	10516 - Services 9/7/12-11/9/12	\$ 3,300.00
28000.000	Dannenbaum	11/7/2012	465201/12/XV	\$ 205,830.10
28000.000	Dos Land Surveying	10/31/2012	02 TCC - SH 365	\$ 171,756.57
28000.000	First Southwest	10/24/2012	7002 - La Joya Relief Route, Phase 1	\$ 18,649.05
28000.000	First Southwest	10/24/2012	7003 - Preliminary T&R and Segs A&B	\$ 97,136.07
28000.000	First Southwest	10/30/2012	7021 - Survey/Truck Usage/Loop	\$ 13,500.00
	HCRMA			
28000.000	L&G	10/31/2012	11324296 - SH365/Seg 1 WA 1	\$ 102,011.62
28000.000	Teds	10/19/2012	20121326 - SH365/Seg 3 WA 1	\$ 14,273.51
26600.000	Tuggey Fernandez	11/9/2012	10675 -October Travel	\$ 360.52
27100.000	Tuggey Fernandez	11/9/2012	10676 - Oct Svc/Loop Project	\$ 9,291.00
				\$ 644,585.13

Vehicle Registration (Account No. 280003617)

Code	Make Check Payable to:	Inv Date	Memo:	Amount
33000.000	Hidalgo County RMA		Transfer to Acct # 280003862 (Debt Acct)	\$ 148,347.02

Debt Service (Account No. 280003862)

Code	Make Check Payable to:	Inv Date	Memo:	Amount
47320.000	First National Bank		Loan # 1286007585	\$ 148,347.02

Total \$ 819,879.06

Ricardo Perez, Secretary/Treasurer

Recommend Approval/Pilar Rodriguez, E.D.

Dennis Burleson, Chairman

Date Approved

A-FAST DELIVERY, LLC
 P.O. Box 530402
 Harlingen, TX 78553
 Phone: (956) 425-7333
 Fax: (956) 425-3075
 Tax I.D. 27-1584703

A FAST DELIVERY HAS NOW BECOME A FAST
 DELIVERY LLC AND OUR NEW FEDERAL
 IDENTIFICATION NUMBER IS 27-1584703 AS OF
 01/01/10 .

HCRMA
 118 S CAGE
 PHARR, TX 78577

This Invoice includes Completed Jobs delivered on or before 10/15/2012.

ITEMIZED LISTING

JobNumber	Priority	Legs	Drop Date	Requestor	Reference	Amount Due
✓ 2012028170	REGULAR		10/15/2012	SG/FLOR		\$6.50
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO JUDGES - 1615 S CLOSNR STE J - EDINBURG, TX 78539					
Released:	10/15/2012 9:12 am		Dropped Off:	10/15/2012 12:20 pm		
✓ 2012028171	REGULAR		10/15/2012	SG/FLOR		\$6.50
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT4 JOSEPH PALACIO - 1051 N DOOLITTLE - EDINBURG, TX					
Released:	10/15/2012 9:13 am		Dropped Off:	10/15/2012 12:35 pm		
✓ 2012028172	REGULAR		10/15/2012	SG/FLOR		\$6.50
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	WELLS FARGO ADVISORS - 4900 N 10TH STE D1 - MCALLEN, TX					
Released:	10/15/2012 9:13 am		Dropped Off:	10/15/2012 12:02 pm		
✓ 2012028173	REGULAR		10/15/2012	SG/FLOR		\$6.50
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	LAW OFFICE OF DANIEL RIOS - 323 NOLANA - MCALLEN, TX					
Released:	10/15/2012 9:13 am		Dropped Off:	10/15/2012 11:47 am		
✓ 2012028174	REGULAR		10/15/2012	SG/FLOR		\$6.50
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	TEXAS DEPT OF TRANSPORTATION - 600 W EXPWY 83 - PHARR, TX 78577					
Released:	10/15/2012 9:14 am		Dropped Off:	10/15/2012 11:34 am		
✓ 2012028175	REGULAR		10/15/2012	SG/FLOR		\$6.50
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT2 TITO PALACIOS - 300 HALL ACRES - PHARR, TX					
Released:	10/15/2012 9:14 am		Dropped Off:	10/15/2012 11:22 am		
✓ 2012028176	REGULAR		10/15/2012	SG/FLOR		\$7.50
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT3 JOE FLORES - 724 N BREYFOGAL - MISSION, TX 78572					
Released:	10/15/2012 9:14 am		Dropped Off:	10/15/2012 1:05 pm		
✓ 2012028177	REGULAR		10/15/2012	SG/FLOR		\$8.25
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	L C OLIVAREZ - 614 N TEXAS - WESLACO, TX 78596					
Released:	10/15/2012 9:15 am		Dropped Off:	10/15/2012 1:13 pm		
✓ 2012028178	REGULAR		10/15/2012	SG/FLOR		\$8.25
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT 1 - 1902 JOE STEPHENS - JOEL QUINTANILLA - WESLACO, TX 78596					
Released:	10/15/2012 9:15 am		Dropped Off:	10/15/2012 1:22 pm		

JobNumber	Priority	Legs	Drop Date	Requestor	Reference	Amount Due
✓ 2012028189	REGULAR		10/15/2012	SG/FLOR		\$6.50
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	DANNEN BAUM ENGINEERING - 1109 NOLANA LOOP STE 208 - MCALLEN, TX 78501					
Released:	10/15/2012 9:53 am	Dropped Off: 10/15/2012 11:51 am				
✓ 2012028190	REGULAR		10/15/2012	SG/FLOR		\$7.50
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	RIO BANK - 495 BENTSON RD - MISSION, TX					
Released:	10/15/2012 9:54 am	Dropped Off: 10/15/2012 1:14 pm				

Number of Jobs: 11

Total Charges:	\$77.00
Total Credits:	\$0.00
Amount Due:	\$77.00

STATEMENT

Date:	11/15/2012
Account:	38883
Amount Paid:	

Customer No.: 38883

TYPE: AGENCY ADMIN

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
 FLOR KOLL
 ATTN: FLOR KOLL
 118 S CAGE BLVD 4TH FLOOR
 PHARR TX 78577

Document No.	Date	Code	Description	Amount	Balance
000004705	7/16/2012	SLS	Sales / Invoices	\$167.49	\$167.49
CASHAR00153583	10/24/2012	PMT	Payments	(\$167.49)	\$0.00
000005700	8/15/2012	SLS	Sales / Invoices	\$111.66	\$111.66
CASHAR00153583	10/24/2012	PMT	Payments	(\$111.66)	\$0.00
000006684	9/15/2012	SLS	Sales / Invoices	\$119.00	\$119.00
CASHAR00153583	10/24/2012	PMT	Payments	(\$119.00)	\$0.00
000008465	10/12/2012	SLS	Sales / Invoices	\$119.00	\$119.00
000009353	11/15/2012	SLS	Sales / Invoices	\$119.00	\$238.00
				</	

Codes: SLS = Sales / Invoices FIN = Finance Charges CR = Credit Memos
 DR = Debit Memos PMT = Payments RTN = Returns
 BBF = Beginning Balance

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 11/15/2012
 CUSTOMER NO: 38883

NAME: HIDALGO COUNTY REGIONAL MOBILITY AUTHOF
 TYPE: AGENCY ADMIN

REMIT AND MAKE CHECK PAYABLE TO:

City of McAllen
 P O BOX 220
 MCALLEN TX 78505-0220

HIDALGO COUNTY REGIONAL MOBILITY AUTHC
 ATTN: FLOR KOLL
 118 S CAGE BLVD 4TH FLOOR
 PHARR TX 78577
 TOTAL DUE: \$238.00



Memorandum

To: Flor E. Koll

From: Belia Villarreal
Payroll Manager

Date: October 17, 2012

Re: Payroll for Pilar Rodriguez and Flor E. Koll

Please submit a check in the amount of \$ 10,518.62 to the Finance Department. This is to cover the following: payroll from 10/1/2012 through 10/14/2012

The following is a breakdown:

RA	Salary	9,420.25
RB	Overtime	0.00
RC		
RD	FICA	263.04
RE	TMRS	491.73
RF	TWC	0.00
RG	Group Term Life Ins	7.92
RH	Health Insurance Emp plus Fam	335.68
RI	Workers Compensation	
Total amount invoiced for:		\$ 10,518.62

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

Thank you.



Memorandum

To: Flor E. Koll

From: Belia Villarreal
Payroll Manager

Date: October 31, 2012

Re: Payroll for Pilar Rodriguez and Flor E. Koll

Please submit a check in the amount of \$ 9,847.27 to the Finance Department. This is to cover the following: payroll from 10/15/2012 through 10/28/2012

The following is a breakdown:

RA	Salary	8,421.69
RB	Overtime	361.93
RC		
RD	FICA	261.54
RE	TMRS	458.51
RF	TWC	0.00
RG	Group Term Life Ins	7.92
RH	Health Insurance Emp plus Fam	335.68
RI	Workers Compensation	

Total amount invoiced for: \$ 9,847.27

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

Thank you.

INVOICE

DATE: 11-01-2012

118 South Cage / P.O. Box 1729, Pharr, Texas 78577
Phone 956-702-5300 Extension 1910, Fax 956-702-5318

TO Pilar Rodriguez
Executive Director
118 S. Cage Blvd., 4th Floor
Pharr, Texas 78577
956-607-8330

CONTACT PERSON	JOB	PAYMENT DUE DATE	INVOICE NUMBER
Parth Naik	Rent For Space	11-15-12	110112

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Rent For Office and Public meeting Space November 2012.	\$1,000.00	\$1,000.00
SUBTOTAL			1,000.00
SALES TAX			
TOTAL			\$1,000.00

Make all checks payable to City of Pharr

THANK YOU FOR YOUR CONTRIBUTION!



A Xerox Company

Service Numbers
Austin (512) 835-2100
San Antonio (210) 805-0499

Main
Phone (210) 805-8200
Fax (210) 805-9783

SHIP
TO

FLOR E KOLL
HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY
118 S CAGE
PHARR TX 78577

INVOICE NO
8PN29A 1

INVOICE DATE
10/19/12

TERMS: NET 10 DAYS
FROM INVOICE

CUSTOMER NO.	CUST. ORDER NO.	DATE ORDERED	DATE SHIPPED	SHIP VIA	REPRESENTATIVE
205442		10/19/12	10/19/12	UPS NEXT DAY	20AD7 CS

ORDERED	PKG	SHIPPED	PROD. NO.	DESCRIPTION	UNIT PRICE	AMOUNT
---------	-----	---------	-----------	-------------	------------	--------

1	EACH	1	ZX04FF	X7545 XKP540379, ID# E8844 XER WAST TON BOT(EA/1/12) 7425/7428/7435 VENDOR # 008R13061		
---	------	---	--------	---	--	--

****OVERNIGHT SHIPPING****

ORDERED BY FLOR E KOLL
(956) 4024762

THANK YOU,
CRYSTAL

EQID#E8844
Supply Order Request #33389
Thank you for your business! We are always here to serve your needs.

SUBTOTAL
.00

FREIGHT
25.00

TAX
2.06

TOTAL DUE
27.06

BILL
TO

FLOR E KOLL
HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY
118 S CAGE
PHARR TX 78577

REMIT
TO

DAHILL
P.O. BOX 314
SAN ANTONIO TX 78292-0314

COMMENTS:

PLEASE PAY FROM THIS INVOICE
OVERDUE ACCOUNTS WILL BE CHARGED A LATE PAYMENT FEE OF 1.5% PER
MONTH (18% ANNUALLY) \$ 2.00 MINIMUM ON ALL BALANCES OVER 30 DAYS



A Xerox Company

Service Numbers
Austin (512) 835-2100
San Antonio (210) 805-0499

Main
Phone (210) 805-8200
Fax (210) 805-9783

LOCATION

HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY
118 S CAGE
PHARR TX

INVOICE NO
961360 1

INVOICE DATE
10/23/12

TERMS: NET 10 DAY
FROM INVOICE

CUSTOMER NO. 205442	ID NO. E8844	MODEL AND SERIAL NO. X7545 XKP540379	PROGRAM TYPE EMR 20	REPRESENTATIVE
-------------------------------	------------------------	--	-------------------------------	-----------------------

PO NO	LEASE ID MR
--------------	--------------------

DATE	PREVIOUS METER	DATE	CURRENT METER
-------------	-----------------------	-------------	----------------------

INVOICE PERIOD 07/25/12 TO 10/25/12

QUANTITY	CODE NO.	DESCRIPTION	AMOUNT
BLACK METER			
Meters: Previous		143 07/25/12 Current	7936 10/23/12
		Excess at .00800	
7793	STC601	QTRLY B2C BLACK METER	62.34
		INC PTS, LBR, DRM & SUPP	
COLOR METER			
Meters: Previous		917 07/25/12 Current	17083 10/23/12
		Excess at .04600	
16166	STC701	QTRLY C2B CLR MTR -FIXED	743.64
		INC PTS, LBR, DRM & SUPP	

ANY QUESTIONS ABOUT THIS INVOICE, PLEASE CONTACT
CUSTOMERSERVICE@DAHILL.COM THANK YOU

QUARTERLY COPIER MAINTENANCE -INC
PARTS, LABOR, DRUMS, SUPPLIES & STAPLES

SUBTOTAL
805.98

TAX 66.49	TOTAL DUE 872.47
---------------------	----------------------------

BILL TO

FLOR E KOLL
HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY
118 S CAGE
PHARR TX 78577

REMIT TO

DAHILL
P.O. BOX 314
SAN ANTONIO TX 78292-0314

COMMENTS:

PLEASE PAY FROM THIS INVOICE
OVERDUE ACCOUNTS WILL BE CHARGED A LATE PAYMENT FEE OF 1.5%
MONTH (18% ANNUALLY) \$ 2.00 MINIMUM ON ALL BALANCES OVER 30 DA

Note: Form must be typed

Period Beginning:	<u>10/23/12</u>
Period Ending	<u>10/25/12</u>

NAME:

[illegible]

10/24/12	0:00 AM	10/25/12	0:00 AM
----------	---------	----------	---------

CERTIFY THAT THIS STATEMENT THE AMOUNTS CLAIMED AND THE ATTACHMENTS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE BELIEF.

DATE	SIGNATURE OF TRAVELER	DATE	APPROVED BY DEPARTMENT HEAD

Hidalgo County Regional Mobility Authority Travel Expense Report

Note: Form must be typed

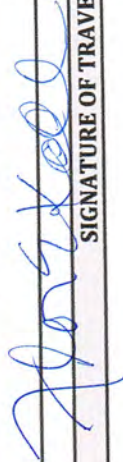
Page 1

NAME: Flor E. Koll ID#: Period Beginning: 10/23/12 Ending: 10/25/12

			ODOMETER					AIRLINE		Meal PER	
								HOTEL TAX/ OTHER			
DATE	TRAVEL DESCRIPTION	PROJECT CODE	Before	After	MILES @ .55 cents	TAXI	HOTEL		DIEM	TOTAL	
10/23/12	To Austin from Pharr	330907							\$35.50	\$35.50	
10/24/12	To Austin for Roundtable discussion and Team Tx Mtg	330907							\$71.00	\$71.00	
10/25/12	To Austin for TxDOT Commission meeting and back to Pharr	330907							\$53.25	\$53.25	
		330907									
		330907									
		330907									
		330907									
		330907									
		330907									
		330907									
			Sub-Totals								
									TOTAL	\$159.75	

Depart : Trip #1		Return: Trip #1		Depart : Trip #1		Return: Trip #1	
Date	Time	Date	Time	Date	Time	Date	Time
10/23/12	2:00 PM	10/25/12	5:00 PM				

I CERTIFY THAT THIS STATEMENT, THE AMOUNTS CLAIMED AND THE ATTACHMENTS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE BELIEF.

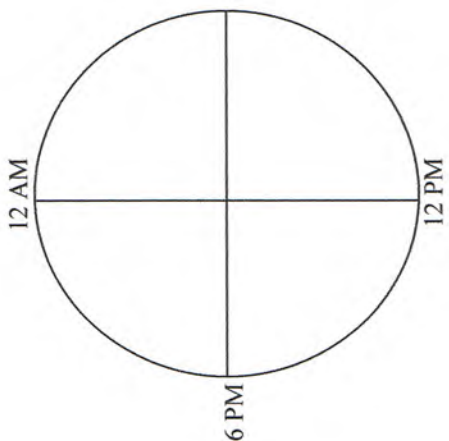
DATE	SIGNATURE OF TRAVELER	DATE	APPROVED BY DEPARTMENT HEAD
			

LODGING COMPUTATIONS

Joe Olivarez
Border to Border, SPI

IN-STATE		OUT-OF-STATE	
	Reimbursable Lodging Rate		Reimbursable Lodging Rate
			(based on out-of state federal computations)
Date of Lodging	Actual Lodging Rate	Date of Lodging	Actual Lodging Rate
TOTAL LODGING RATE (EXCL. TAXES)		TOTAL LODGING RATE (EXCL. TAXES)	
\$			
		LODGING TAXES	

IN-STATE MEALS PER DIEM		DATE	# OF QUARTERS
DATE	# OF QUARTERS		
11/12/12	1		
11/13/12	4		
11/14/12	4		
11/15/12	2		
TOTAL QUARTERS			



OUT-OF-STATE MEALS PER DIEM	
DATE	# OF QUARTERS
TOTAL QUARTERS	

11

X

14

=

\$154

QUARTERS

PER DIEM

\$ = Allowable Rate to be computed by use of the
"Out-of-State Meal and Lodging Rates for Current Fiscal Year."
from the Texas Comptroller of Public Accounts.

X	\$	=	\$
QUARTERS			PER DIEM



Order Confirmation

Thank you for shopping with Office Depot.

Expected delivery date: **10.03.2012 8:30 AM - 5:00 PM**

Order Number: 627406658-001
Order Date: 10/02/2012
Ordered By: FKOLL@HCRMA.ORG
Last Modified By: FKOLL@HCRMA.ORG

Status: In Process
Tracking: N/A

Delivery Type: Delivery

Customer Name: HIDALGO COUNTY REGIONAL
MOBILI

Shipping to: PHARR CITY HALL
118 S CAGE BLVD FL
4

Customer number: 52659110

Payment info: Account Billing

PHARR, TX 78577-
4810

PO Number:

Contact: FLOR KOLL

CC:

Desktop

Location:

Release:

LOC: 1127: DC HOUSTON, TX



Comments:

ITEM DESCRIPTION	ENTERED ITEM #	QT Y	SHIPPIN G	B/ O Qt y	UNIT PRICE	UM	EXTENDED PRICE
Office Depot® Brand Copy Paper, 8 1/2" x 11", 20 Lb, 104 (Euro)/92 (U.S.)	348037	1	1	0	35.690	cas e	\$35.69

BEST VALUE

Office Depot® Brand Copy Paper, 11" x 17", 20 Lb, 104 (Euro)/92	536648	1	1	0	52.990	cas e	\$52.99
---	--------	---	---	---	--------	-------	---------



Office Depot® Brand 30% Recycled File Folders, 1/3	810838	2	2	0	6.990	box	\$13.98
 							
glacéau vitaminwater ™ Zero Acai Blueberry, 20 Oz. Bottles, Case Of 24 (0315814)	315814	1	1	0	34.990	cas e	\$34.99
Twizzlers® Strawberry Licorice, 36.7 Oz. Canister, 105 Pieces (0691040)	691040	1	1	0	7.990	eac h	\$7.99
<div>LEGEND</div> <div>ENTERED ITEM #: Entered Item Number QTY: Original Quantity Ordered SHIPPING: Ordered Quantity - Backorder Quantity B/O Backorder Quantity Qty: UNIT PRICE: Price per Individual Unit UM: Unit of Measure EXTENDED PRICE: Ordered Quantity x Unit Price</div>							Subtotal: \$145.64 Tax: 9.12 Delivery Charge: 0.00 Misc.: 0.00 Total:\$154.76

You can now [track delivery](#) of your order online. Enter the order number shown in this email, or go to [Order Tracking](#) at OfficeDepot.com/BSO and log in to track delivery of your order by entering your order number.

Subscribe to receive email alerts about exclusive offers at Office Depot. [Update](#) your contact information and subscription preferences today!

Questions? We are taking care of business every day, and we are ready to help: Call 888-263-3423 or [email us](#) for prompt answers to all your questions.

Order Confirmation

Thank you for shopping with Office Depot.

Shipment 1 Expected delivery date: **10.12.2012 8:30 AM - 5:00 PM**

Order Number:	628643766-001	Status:	Ready to be loaded
Order Date:	10/11/2012	Tracking:	N/A
Ordered By:	FKOLL@HCRMA.ORG	Delivery Type:	Delivery
Last Modified By:	FKOLL@HCRMA.ORG	Shipping to:	PHARR CITY HALL
Customer Name:	HIDALGO COUNTY REGIONAL MOBIL		118 S CAGE BLVD FL 4
Customer number:	52659110		PHARR, TX 78577-4810
Payment info:	Account Billing		
PO Number:			
Contact:	FLOR KOLL		
CC:			
Desktop Location:			
Release:			
LOC:	1127: DC HOUSTON, TX		
Comments:			

ITEM DESCRIPTION	ENTERED ITEM #	QTY	SHIPPING	B/O Qty	UNIT PRICE	UM	EXTENDED PRICE
Pilot® Dr. Grip™ Center Of Gravity Breast Cancer Awareness Ballpoint	534642	1	1	0	7.290	each	\$7.29
Fashion Binder Clips, 1", Pink, Pack Of 12 (0560574)	560574	1	1	0	1.000	pack	\$1.00
Parker® Jotter Ballpoint Pen, 1.0mm, Medium	653745	1	1	0	8.190	each	\$8.19
Ticonderoga® Breast Cancer Awareness Pencils, #2 Soft Lead, Pink, Pack Of 12 (DIX13960)	311610	1	1	0	4.290	dozen	\$4.29
Cyber Acoustics CA-2988 USB Portable 2-Piece Speaker System, Black (0782487)	782487	1	1	0	19.990	each	\$19.99
OIC® Breast Cancer Awareness Jumbo Paper Clips, 2",	453723	1	1	0	2.790	pack	\$2.79

ITEM DESCRIPTION	ENTERED ITEM #	QTY	SHIPPING	B/O Qty	UNIT PRICE	UM	EXTENDED PRICE
Post-it® 3" x 3" Super Sticky Notes For Breast Cancer Awareness, 75 Sheets Per Pad, Pack Of 3 Pads (0436616)	436616	1	1	0	8.690	pack	\$8.69
<div> <div>LEGEND</div> <div> ENTERED ITEM #: Entered Item Number QTY: Original Quantity Ordered SHIPPING: Ordered Quantity - Backorder Quantity B/O Qty: Backorder Quantity UNIT PRICE: Price per Individual Unit UM: Unit of Measure EXTENDED PRICE: Ordered Quantity x Unit Price </div> </div>							Subtotal: \$52.24 Tax: 4.31 Delivery Charge: 0.00 Misc.: 0.00 Total:\$56.55

You can now [track delivery](#) of your order online. Enter the order number shown in this email, or go to [Order Tracking](#) at OfficeDepot.com/BSD and log in to track delivery of your order by entering your order number.

Subscribe to receive email alerts about exclusive offers at Office Depot. [Update](#) your contact information and subscription preferences today!

Questions? We are taking care of business every day, and we are ready to help: Call 888-263-3423 or [email us](#) for prompt answers to all your questions.

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

Invoice #04
Date: October 3, 2012

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

Website Maintenance

Thank you for your business!

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

Invoice #05
Date: October 31, 2012

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

Website Maintenance

Thank you for your business!

Note: Form must be typed

Period	<u>10/23/12</u>	<u>10/25/12</u>
Beginning:		
Period		
Ending		

Depart: Trip #1				Return: Trip #1		Depart: Trip #1		Return: Trip #1	
Date	Time	Date	Time	Date	Time	Date	Time	Date	Time
10/22/12	2:00 PM	10/25/12	5:00 PM						

I CERTIFY THAT THIS STATEMENT, THE AMOUNTS CLAIMED AND THE ATTACHMENTS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE BELIEF.

DATE	SIGNATURE OF TRAVELER	DATE	APPROVED BY DEPARTMENT HEAD

Travel Expense Report

Page 1

Ending 11/06/12

Depart : Trip #1		Return: Trip #1		Depart : Trip #1		Return: Trip #1	
Date	Time			Date	Time	Date	Time

11/7/2012	1 -	SIGNATURE OF TRAVELER	DATE	APPROVED BY DEPARTMENT HEAD
			11/7/2012	

LODGING COMPUTATIONS

Pilar Rodriguez

IN-STATE		OUT-OF-STATE	
	Reimbursable Lodging Rate	Actual Lodging Rate	Reimbursable Lodging Rate (based on out-of state federal computations)
Date of Lodging			
11/4/12	95.00		
11/5/12	95.00		
TOTAL LODGING RATE (EXCL. TAXES)	26.60		
\$	\$216.60		
		TOTAL LODGING RATE (EXCL. TAXES)	
		LODGING TAXES	

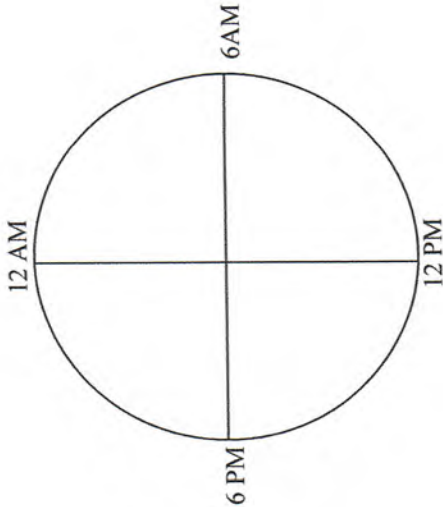
IN-STATE MEALS PER DIEM

DATE	# OF QUARTERS				
11/4/12	2				
11/5/12	4				
11/6/12	3				
TOTAL QUARTERS		9	X	14	= \$126.00
		QUARTERS			PER DIEM

OUT-OF-STATE MEALS PER DIEM

DATE	# OF QUARTERS				
TOTAL QUARTERS			X	\$	= \$
		QUARTERS			PER DIEM

DATE	# OF QUARTERS



\$ = Allowable Rate to be computed by use of the
"Out-of-State Meal and Lodging Rates for Current Fiscal Year."
from the Texas Comptroller of Public Accounts.



11-06-12

Pilar Rodriguez
Po Box 1766
Pharr Tx
USA_0001 78577
US

Folio No. :
A/R Number :
Group Code :
Company : HCRMA
Membership No. : PC 152729807
Invoice No. :

Room No. : 212
Arrival : 11-04-12
Departure : 11-06-12
Conf. No. : 66311680
Rate Code : IMG0V
Page No. : 1 of 1

Date	Description	Charges	Credits
11-04-12	*Accommodation	95.00	
11-04-12	State Tax - Room	5.70	
11-04-12	City Tax - Room	6.65	
11-04-12	County Tax - Room	0.95	
11-05-12	*Accommodation	95.00	
11-05-12	State Tax - Room	5.70	
11-05-12	City Tax - Room	6.65	
11-05-12	County Tax - Room	0.95	
11-06-12	MasterCard		216.60
Thank you for staying at the Holiday Inn Express & Suites in Laredo, Texas. Qualifying points for this stay will automatically be credited to your account. To make additional reservations online, update your account information or view your statement please visit www.priorityclub.com. We look forward to welcoming you back soon.		Total	216.60
		Balance	0.00

Guest Signature: _____

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Holiday Inn Express Hotel & Suites
7223 Bob Bullock Loop
Laredo, Texas 78041
Telephone: (956) 218-8888 Fax: (956) 218-8890

LODGING COMPUTATIONS

Ricardo Perez
Border to Border, SPI

IN-STATE		OUT-OF-STATE	
	Reimbursable Lodging Rate		Reimbursable Lodging Rate
			(based on out-of state federal computations)
Date of Lodging	Actual Lodging Rate	Date of Lodging	Actual Lodging Rate
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
TOTAL LODGING RATE (EXCL. TAXES)	_____	TOTAL LODGING RATE (EXCL. TAXES)	_____
\$	_____	LODGING TAXES	_____

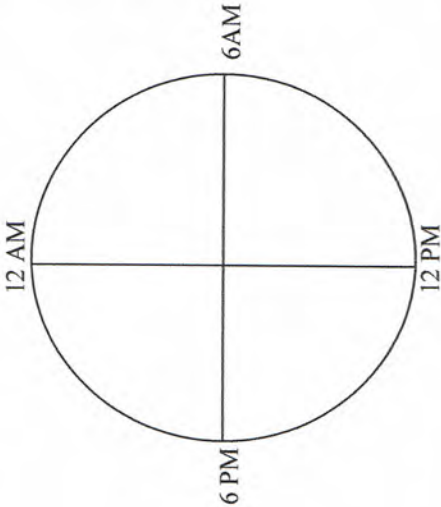
IN-STATE MEALS PER DIEM

DATE	# OF QUARTERS					
11/12/12	1					
11/13/12	4					
11/14/12	4					
11/15/12	1					
TOTAL QUARTERS		10	X	14	=	\$140.00
		QUARTERS				PER DIEM

OUT-OF-STATE MEALS PER DIEM

DATE	# OF QUARTERS					
_____	_____					
_____	_____					
_____	_____					
_____	_____					
_____	_____					
TOTAL QUARTERS		_____	X	\$	=	\$
		QUARTERS				PER DIEM

DATE	# OF QUARTERS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



\$ = Allowable Rate to be computed by use of the
"Out-of-State Meal and Lodging Rates for Current Fiscal Year."
from the Texas Comptroller of Public Accounts.



SALINAS, ALLEN & SCHMITT, LLP

Certified Public Accountants ♦ Business and Tax Consultants

ID: 108066

Hidalgo County Regional Mobility Authority

P. O. Box 1766

Pharr, TX 78577

Invoice: 98461

Date: 11/12/2012

Due Date: 11/19/2012

For professional service rendered as follows:
Monthly bookkeeping in October, 2012.

850.00

Billed Time & Expenses \$850.00

Invoice Total \$850.00

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

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

...providing support & solutions to problems

2300 WEST PIKE, SUITE 201 • P.O. BOX 8368 • WESLACO, TX 78599-8368 • 956-968-2108 • FAX 956-968-9231
www.sasllpcpa.com



TUGGEY FERNANDEZ LLP

SAN ANTONIO

3707 N. St. Mary's St., Suite 200 • San Antonio, TX 78212
Tel 210.538.9933 • Fax 888.330.7890 • www.tuggeyllp.com

November 9, 2012

Mr. Pilar Rodriguez
Executive Director
Hidalgo County Regional Mobility Authority
118 S. Cage Blvd, 4th Floor
Pharr, Texas 78577

Re: Legal Services

Dear Mr. Rodriguez:

On behalf of Tuggey Fernandez LLP, I want to thank you for your confidence in our firm to represent you in the above referenced matter.

Enclosed you will find our invoices for legal services rendered and disbursements incurred on your behalf through October 31, 2012. Separate invoices for your general matters (\$598.50), Travel (\$360.52) and project matters (\$9,291.00) are attached.

If you have any questions regarding this invoice, please do not hesitate to contact me at (210) 538-9935 or bfernandez@tuggeyllp.com.

Very truly yours,

Blakely L. Fernandez

Enclosure

copy: File

cc: Flor Koll via email fkoll@hcrma.net



ATTN FLOR KOLL
HIDALGO COUNTY OF
PO BOX 1766
PHARR, TX 78577-1633

Customer Service

Hours of Operation
M - F, 7am - 6pm Central Time

Telephone
866-497-6661

Payments
P. O. Box 6434
Carol Stream, IL 60197-6434

Fax
888-241-4382

Correspondence
Leasing Customer Service
MAC F4031-050
800 Walnut Street
Des Moines, IA 50309-3605

Federal Tax ID#
42-1074725

INVOICE

Page 1 of 1

Summary

Account Number 001-0115570-001
Invoice Number 6745215972
Due Date 11/25/12
Invoice Date 10/29/12
Current Period 10/25/12 - 11/25/12
Covered

LAST PAYMENT \$660.04 POSTED ON 10/26/12.

Current Charges 330.02
TOTAL DUE 330.02

Please have your Federal Tax ID available when contacting us.

DESCRIPTION	SUBTOTAL	TOTAL
XEROX COPIER	MODEL WC7545P S/N XKP540379	
CURRENT CHARGES LEASE PAYMENT	330.02	
CURRENT CHARGES SUBTOTAL	330.02	
TOTAL		330.02

WFF001 NCE429 WFF00101.RTP 00001685 / 00001783

Detach and return the bottom remittance portion with your payment in the enclosed envelope. Include account number on check.



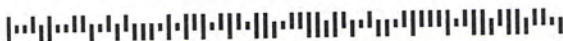
WELLS FARGO FINANCIAL LEASING
P. O. BOX 6434
CAROL STREAM, IL 60197-6434

Account Number 001-0115570-001
Invoice Date 10/29/12
Invoice Number 6745215972
PAYMENT DUE BY 11/25/12
Current Charges 330.02
TOTAL DUE 330.02

☐ Check here and see reverse side for billing address and/or asset address change.

Amount Enclosed \$

Please make check payable to WELLS FARGO FINANCIAL LEASING



1MB 00001685 6 16851

ATTN FLOR KOLL
HIDALGO COUNTY OF
PO BOX 1766
PHARR, TX 78577-1633



WELLS FARGO FINANCIAL LEASING
P. O. BOX 6434
CAROL STREAM, IL 60197-6434

230014040209

000016688 00 476745001011557000140000330020000330027



To: Dannenbaum Engineering
Attn: Louis Jones, HCRMA Project Manager
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

Month and Year	September 2012
Contractor	Atkins
Project/WA	SH 365
Invoice #	1151674
Amount	\$8,476.69
Date Sent	10/29/2012

[illegible]

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



Atkins North America, Inc.
6504 Bridge Point Parkway, Suite 200
Austin, Texas 78730

Telephone: +1.512.327.6840
Fax: +1.512.327.2453

www.atkinsglobal.com/northamerica

October 10, 2012

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

RE: **September 2012 Invoice**
SH 365/Trade Corridor Connector (Project No. 100020726)
US 281/International Bridge Trade Corridor (Project No. 100020727)

Dear Ms. Koll:

Enclosed please find the invoices and progress report for work completed for the period 09/03/2012 through 09/30/2012. The total amount due for this period for both projects is \$8,476.69.

- | | |
|----------------------------|------------|
| • SH 365/TCC (100020726): | \$8,476.69 |
| • US 281/IBTC (100020727): | \$0.00 |

We look forward to working with you once again on these projects. If you have any questions or need additional information, please contact me directly at (512) 342-3332.

Sincerely,

Sharon Becca
Project Manager

Enclosures

cc: Larry Cox (Cox McLain)
Project File



PROGRESS REPORT

To Flor Koll (HCRMA)
From Sharon Becca
Date October 10, 2012
Projects State Highway 365 (SH 365); and
US 281/International Bridge Trade Corridor (US 281/IBTC)
Reference Environmental Progress Report (For Period: 09/03/2012 – 09/30/2012)

SH 365/Trade Corridor Connector (Project No: 100020726)

Task	Description	Progress Report
1.0	Project Management & Administration	<ul style="list-style-type: none">• Coordination with HCRMA PMC and CMEC.• Project scoping coordination (no associated budget)• Monthly invoicing
2.0	Agency Coordination & Public Involvement	No action
3.0	Right of Entry	No action
4.0	Environmental Classification Letter	<ul style="list-style-type: none">• Draft classification letter revisions and response to District & PMC comments (9/12/12; 9/21/12).• Revisions to environmental constraints map book• Scoping document revisions and response to comments (9/13/12; 9/24/12)
5.0	Environmental Document	No action
6.0	Section 404 Delineation	No action
7.0	Cultural Resources	
7.01	Archaeology	<ul style="list-style-type: none">• Scoping schedule coordination• Began amendment of research design for TAC Permit 5124
7.02	Historic Resources	<ul style="list-style-type: none">• Environmental constraints map book coordination• Researching criteria for Programmatic 4(f) investigations
8.0	IBWC Permit	No associated budget
9.0	Section 4(f) Evaluation	No action
10.0	Archaeology Survey Reports	No action
15.0	Expenses	Expense accrued for attendance at 9/17/12 Project Scoping Meeting
16.0	Subconsultant (CMEC)	No action

**US 281/International Bridge Trade Corridor
(Project No: 100020727)**

Task	Description	Progress Report
1.0	Project Management & Administration	No action
2.0	Agency Coordination & Public Involvement	No action
3.0	Right of Entry	No associated budget
4.0	Environmental Document	No action
5.0	Section 404 Delineation	No associated budget
6.0	Cultural Resources	
6.01	Archaeology	No action
6.02	Historic Resources	No action
7.0	Section 4(f) Evaluation	No action
15.0	Expenses	No charges
16.0	Subconsultant (CMEC)	No action



Hidalgo County RMA
Attn: Godfrey Garza
510 S. Pleasantview Drive
Weslaco, TX 78596

Invoice Date: October 10, 2012
Project #: 100020726
Invoice #: 1151674

Project Description : HCRMA SH 365/Trade Corridor Connector Environmental Services
Invoice Comments:
Invoicing Period : September 03, 2012 to September 30, 2012

Basic Services
Lump Sum

Current
8,476.69

Total Invoice

8,476.69

Total Due this Invoice

USD 8,476.69

Contract Amount : 418,970.00
Previous Billed: 162,678.04
Billed to Date 171,154.73
Contract Balance : 247,815.27

Remit to:
Atkins North America, Inc
PO Box 848176
Dallas, TX 75284-8176
Tax ID: 59-0896138

Wire Payments: Routing No. 026009593, Acct No 005481516927
ACH EFT Payments: ABA Routing 063100277, Acct No 005481516927

Hidalgo County RMA
SH 365/TCC ENV Services726

Project Number
Invoice Number
Date

100020726
1151674
10-OCT-12

Task Number	Task Name	Contract Fee	Percent Complete	Total Earned	Previous Earned	Current Billing
01	Project Management &	78,136.62	63	49,226.31	42,819.08	6,407.23
02	Agency Coord & Publi	20,755.30	3.76	780.62	780.62	
03	Right of Entry	3,670.00	100	3,670.00	3,670.00	
04	ENV Classification	9,334.64	100	9,335.00	9,335.00	
05	ENV Document	94,822.93	31.22	29,604.41	28,512.85	1,091.56
06	Section 404 Delineat	23,036.41	44	10,136.60	10,136.60	
07	Cultural Resources	105,009.86	48.86	51,312.80	50,975.29	337.51
08	IBWC Permit					
09	Section 4(f) Evaluat	8,929.97	53.08	4,740.17	4,740.17	
10	Archaeology Survey R	21,186.91	0			
15	Expenses	33,557.22	12.64	4,240.24	3,599.85	640.39
16	Subconsultant	20,530.14	39.5	8,108.58	8,108.58	
TOTAL		418,970.00		171,154.73	162,678.04	8,476.69

Law Office of Daniel G. Rios
323 Nolana
McAllen, TX 78504
Tax ID# 74-2910612

Invoice submitted to:
Hidalgo County Regional Mobility Authority
c/o Dennis Burleson
510 S. Pleasantview Dr.
Weslaco, TX 78596

November 13, 2012

In Reference To: HCRMA PROJECT
Invoice: #10516

Professional Services

Hrs/Rate Amount

For professional services rendered

13.20 \$3,300.00

Previous balance

\$19,225.00

Accounts receivable transactions

9/25/2012 Payment - Thank You No. 10393

(\$4,225.00)

11/9/2012 Remove Pathfinder Invoice

(\$15,000.00)

Total payments and adjustments

(\$19,225.00)

Balance due

\$3,300.00

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PAYMENT SUMMARY

Dannenbaum Engineering - Program Management
\$5,000,000 Maximum payable fee

Maximum fee minus approved WA \$2,490,563.59

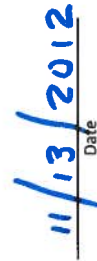
	Approved WA	12/12/2011	1/13/2012	2/14/2012	3/9/2012	4/9/2012	5/8/2012	6/7/2012	7/7/2012	8/6/2012	9/7/2012	10/8/2012	Pg 1 WA Billed to Date
WA#1	Amount												
WA#2	\$909,960.63	\$255,645.93	\$226,404.86	\$155,211.93	\$145,740.60	\$81,955.77	\$45,001.54						\$909,960.63
WA#3	\$0.00												\$5,775.00
WA#4	\$57,750.00												\$694,355.85
WA#5	\$694,355.85												\$168,865.92
	\$847,369.93												\$1,778,957.40
	\$2,509,436.41												

Note:

WA #2 for the La Joya Relief Route was not necessary and cancelled.
May 8, 2012 billing for WA#1 reduced by \$5,459.01 to meet approved amount.
August 6, 2012 billing for WA#4 credited \$70.00 due to overpayment on July 7, 2012 Invoice.
Balance for WA#4 was deducted from approved amount of \$891,814.61 by Supplemental 1 in the amount of \$197,458.76 and closed out
WA#5 Supplemental 1 added \$45,000 for public outreach for a revised WA#5 amount of \$847,369.93



Approved for Payment



Date

Loop Account # 280003609

Prepared by:
P. Rodriguez, PE
Tx PE #85.567
11/13/2012

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PAYMENT SUMMARY

Dannenbaum Engineering - Program Management
\$5,000,000 Maximum payable fee

Maximum fee minus approved WA \$2,490,563.59

	Approved WA Amount	11/7/2012	Invoice Date	WA Total Billed	WA Balance
WA#1	\$909,960.63			\$909,960.63	\$0.00
WA#2	\$0.00				
WA#3	\$57,750.00	\$13,282.50		\$19,057.50	\$38,692.50
WA#4	\$694,355.85			\$694,355.85	\$0.00
WA#5	\$847,369.93	\$192,547.60		\$361,413.52	\$485,956.41
	<u>\$2,509,436.41</u>	<u>\$205,830.10</u>		<u>\$1,984,787.50</u>	<u>\$524,648.91</u>
Total Approved for Payment					

Prepared by:
P. Rodriguez, PE
Tx PE #85,567
11/13/2012

DANNENBAUM ENGINEERING CORPORATION

3100 WEST ALABAMA HOUSTON, TEXAS 77098 P.O. BOX 22292 HOUSTON, TEXAS 77227 (713) 520-9570

ENGINEERING
EXCELLENCE
SINCE
1945

November 7, 2012

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

**Re: *Hidalgo County Regional Mobility Authority (HCRMA –
W.A. 1 thru W.A. 5) Amount Incurred only on Work Authorization No.
3 and Work Authorization No. 5 (4652-01/12/XV)***

Dear Mr. Burleson,

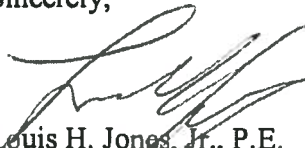
Enclosed please find Invoice 465201/12/XV for Program Management Consultant Services performed for the Hidalgo County Regional Mobility Authority (HCRMA). W.A. No 2 has been cancelled and W.A. No.4 is 100% complete. Cost Incurred with this invoice is for W.A. No. 3 and W.A. No. 5 only. The Progress Report will follow within the next few days.

The billing cycle is from October 1, 2012 through October 31, 2012.

Total due this invoice is \$205,830.10

If you have any questions, please feel free to contact me at (956) 682-3677 or (832) 771-4904.

Sincerely,


Louis H. Jones, Jr., P.E.
Program Manager

Enclosure(s)

cc: Richard D. Seitz, P.E.
Eric Davila, EIT

Approved
for
Payment
P. R.
11/13/2012

DANNENBAUM ENGINEERING CORPORATION

1109 NOLANA LOOP, SUITE 208 MCALLEN, TEXAS 78504 (956) 882-3677 (956) 886-1822

November 7, 2012

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

Project Name: HCRMA Program Management Consultant Contract
Work Authorization No. 1 through No. 5

Invoice Number: 465201/12/XV
Invoice Period: 10/01/2012 - 10/31/2012

INVOICE SUMMARY

WORK ORDER NO.	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
1	Research Planning/Immediate Operations Phase	\$909,960.63	100.00%	\$909,960.63	\$909,960.63	\$0.00
2	Advanced Planning for La Joya Relief Route (NOT APPROVED)	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
3	Title Reports for TCC	\$57,750.00	33.00%	\$19,057.50	\$5,775.00	\$13,282.50
4	Engineering Management/Partial Operations Implementation/Public Outreach	\$694,355.85	100.00%	\$694,355.85	\$694,355.85	\$0.00
5	Engineering Management/Partial Operations Implementation/Public Outreach	\$847,369.93	42.65%	\$361,413.52	\$168,865.92	\$192,547.60
	TOTALS	\$2,509,436.41	79.09%	\$1,984,787.50	\$1,778,957.40	\$205,830.10

TOTAL DUE THIS INVOICE:

\$205,830.10

Pay Only

11/13/2012

Loop Account # 280003609

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

November 7, 2012

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

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

Invoice Number: 465201/12/XV
Invoice Period: 10/01/2012 - 10/31/2012

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
1	Research/Analyze/Gather all documents and develop Prog. Mgt. Plan (4 Months)	\$605,919.26	100.00%	\$605,919.26	\$605,919.26	\$0.00
2	Review/Monitor/Report/Implement All TxDOT Pass Thru / Toll Agreements (4 mo)	\$11,546.14	100.00%	\$11,546.14	\$11,546.14	\$0.00
3	Rev./Analyze TRZ for the entire HCRMA Rdwy. Sys. Includ. La Joya Relief Rte.	\$18,983.62	100.00%	\$18,983.62	\$18,983.62	\$0.00
4	Gen. Eng. Consult. (GEC) Mgt. including contract negotiations (4 months)	\$173,210.21	100.00%	\$173,210.21	\$173,210.21	\$0.00
5	Procurement / Negotiations of Prof. Svcs.	\$27,248.50	100.00%	\$27,248.50	\$27,248.50	\$0.00
ODC	Direct Expenses	\$73,052.90	100.00%	\$73,052.90	\$73,052.90	\$0.00
	TOTALS	\$909,960.63	100.00%	\$909,960.63	\$909,960.63	\$0.00

TOTAL DUE WORK ORDER NO. 1:

\$0.00

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

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

Invoice Number: 465201/12/XV
Invoice Period: 10/01/2012 - 10/31/2012

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
TASK 1 Research/Analyze/Gather all documents and develop Prog. Mgt. Plan (4 Months)					
A. Research/Analyze/Gather all documents					
1. Organize/Analyze all documents received	\$ 35,455.62	100.00%	\$35,455.62	\$35,455.62	\$0.00
2. Review/Comment all consultant contracts	\$ 3,709.14	100.00%	\$3,709.14	\$3,709.14	\$0.00
3. Review/Analyze all schematics including North of US 83	\$ 75,561.96	100.00%	\$75,561.96	\$75,561.96	\$0.00
5. Review/Analyze/Comment on all financial studies	\$ 8,122.08	100.00%	\$8,122.08	\$8,122.08	\$0.00
6. Review/Analyze/Comment on all TxDOT comments on all existing documents	\$ 6,868.84	100.00%	\$6,868.84	\$6,868.84	\$0.00
B. Review Exist. Quantities/Estimates and Prep. Curative Review of Proj. Dev. Cost Est. on all projects					
1. SH 365 / TCC (All Sections)	\$ 18,708.04	100.00%	\$18,708.04	\$18,708.04	\$0.00
2. IBTC All Sections	\$ 10,997.72	100.00%	\$10,997.72	\$10,997.72	\$0.00
3. US 281 Military Highway Overpass	\$ 10,875.76	100.00%	\$10,875.76	\$10,875.76	\$0.00
4. US 83 Connector to FM 495	\$ 6,917.40	100.00%	\$6,917.40	\$6,917.40	\$0.00
5. La Joya Relief Route Segment No. 1	\$ 11,046.28	100.00%	\$11,046.28	\$11,046.28	\$0.00
6. All Segments - North of US 83	\$ 19,838.44	100.00%	\$19,838.44	\$19,838.44	\$0.00
C. Develop Program Management Plan which includes the following components.					
2. Quality Control Plan	\$ 7,727.18	100.00%	\$7,727.18	\$7,727.18	\$0.00
3. Cost Control Plan	\$ 40,535.94	100.00%	\$40,535.94	\$40,535.94	\$0.00
4. Schedule Management / Tracking Plan	\$ 13,402.16	100.00%	\$13,402.16	\$13,402.16	\$0.00
5. Document Control Plan	\$ 11,459.16	100.00%	\$11,459.16	\$11,459.16	\$0.00
6. Financial Implementation Plan	\$ 74,782.58	100.00%	\$74,782.58	\$74,782.58	\$0.00
7. Right-of-way Acquisition Management Plan (Refer to Aranda & Associates)	\$ 11,098.50	100.00%	\$11,098.50	\$11,098.50	\$0.00
8. Utility Relocation Plan	\$ 8,301.76	100.00%	\$8,301.76	\$8,301.76	\$0.00
10. Environmental Document/Clearance/Permit Plan	\$ 6,502.26	100.00%	\$6,502.26	\$6,502.26	\$0.00
- SH365/TCC-Environmental-Aikins (formerly PBSJ)	\$ 20,194.80	100.00%	\$20,194.80	\$20,194.80	\$0.00
- IBTC-Environmental-Aikins (formerly PBSJ)	\$ 8,855.48	100.00%	\$8,855.48	\$8,855.48	\$0.00
- La Joya Bypass Phase I-B/TxDOT/Aikins	\$ 14,282.10	100.00%	\$14,282.10	\$14,282.10	\$0.00
12. Project Development / Capital Improvement Plan / Strategic Plan (CIP)	\$ 146,529.12	100.00%	\$146,529.12	\$146,529.12	\$0.00
13. General Engineering Consultant Plan Management (GEC Plan)	\$ 3,687.16	100.00%	\$3,687.16	\$3,687.16	\$0.00
14. Develop Budget for PMC Program for next 7 years	\$ 30,459.78	100.00%	\$30,459.78	\$30,459.78	\$0.00
TASK 2 Review/Monitor/Report/Implement All TxDOT Pass Thru / Toll Agreements (4 mo)					
A. Review/Monitor/Report/Implement All TxDOT Pass Thru / Toll Agreements which includes:					
1. SH 365 / Trade Cor. Conn. (TCC)(14.9 Mi.), includ. 1.97 mi. Arzakduas GSA Fac. Connect.					
- Review Agreement	\$ 1,379.80	100.00%	\$1,379.80	\$1,379.80	\$0.00
- Monitor Agreement (4 months)	\$ 750.62	100.00%	\$750.62	\$750.62	\$0.00
2. US 281 / Military Hwy Overpass					
- Review Agreement	\$ 1,379.80	100.00%	\$1,379.80	\$1,379.80	\$0.00
- Monitor Agreement	\$ 750.62	100.00%	\$750.62	\$750.62	\$0.00
3. La Joya Relief Route (Phase I)(8.3 Miles)					
- Review Agreement	\$ 1,379.80	100.00%	\$1,379.80	\$1,379.80	\$0.00
- Negotiate Agreement (1 meeting / 8 hrs / mtg) - Austin	\$ 5,154.88	100.00%	\$5,154.88	\$5,154.88	\$0.00
- Monitor Agreement	\$ 750.62	100.00%	\$750.62	\$750.62	\$0.00
4. US 281 - Falfurrias Toll Road					
- Review Agreement	\$ -	0.00%	\$0.00	\$0.00	\$0.00
- Negotiate Agreement (2 meeting / 8 hrs / mtg) - Austin	\$ -	0.00%	\$0.00	\$0.00	\$0.00
- Monitor Agreement	\$ -	0.00%	\$0.00	\$0.00	\$0.00

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

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

Invoice Number: 465201/12/XV
Invoice Period: 10/01/2012 - 10/31/2012

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
TASK 3 Rev./Analyze TRZ for the entire HCRMA Rdwy. Sys. Includ. La Joya Relief Rte.					
A. Rev./Analyze Trans. Rainvest. Zone (TRZ) for the entire Loop Proj. includ. the La Joya Relief Rte.	\$ 5,044.16	100.00%	\$5,044.16	\$5,044.16	\$0.00
1. Meet w/ Authority / County (2 mtgs @ 4 hrs / mtg)	\$ 6,344.34	100.00%	\$6,344.34	\$6,344.34	\$0.00
2. Prepare Exhibit / Hold One Public Mtg (1 mtg @ 4 hrs / mtg)	\$ 7,595.12	100.00%	\$7,595.12	\$7,595.12	\$0.00
3. Modify Metes & Bounds for TRZ Boundary (paper only)					
TASK 4 Gen. Eng. Consult. (GEC) Mgt. Including contract negotiations (4 months)					
A. General Project Management / Governmental Liaison (4 Months)					
1. Prepare/Review PMC Team consultant contract	\$ 9,362.32	100.00%	\$9,362.32	\$9,362.32	\$0.00
2. Prepare monthly PMC Invoice	\$ 4,399.04	100.00%	\$4,399.04	\$4,399.04	\$0.00
3. Prepare monthly PMC progress reports	\$ 5,939.02	100.00%	\$5,939.02	\$5,939.02	\$0.00
4. Attend monthly HCRMA board meetings (4 hrs / mtg / mo)	\$ 7,559.36	100.00%	\$7,559.36	\$7,559.36	\$0.00
5. Attend monthly HCRMA planning meetings (2 hrs / mtg / mo)	\$ 4,265.44	100.00%	\$4,265.44	\$4,265.44	\$0.00
6. Attend monthly HCRMA exed comm meetings (2 hrs / mtg / mo)	\$ 3,779.68	100.00%	\$3,779.68	\$3,779.68	\$0.00
7. Attend monthly MPO meetings (2 hrs / mtg / mo)	\$ 3,779.68	100.00%	\$3,779.68	\$3,779.68	\$0.00
8. Attend monthly TxDot meetings (Austin) (8 hrs / mtg / mo)	\$ 11,329.84	100.00%	\$11,329.84	\$11,329.84	\$0.00
9. Attend various meetings (local/state) (4 per month) (2 hrs / mtg / mo)	\$ 7,195.04	100.00%	\$7,195.04	\$7,195.04	\$0.00
10. Attend meeting in Washington DC (one meeting per 4 months) (3 days / mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
11. Governmental Liaison	\$ 5,060.84	100.00%	\$5,060.84	\$5,060.84	\$0.00
12. Assist/plan/meet/negotiate with all cities in Hidalgo Co. on ordinance to increase truck usage of Toll Facilities	\$ 17,344.00	100.00%	\$17,344.00	\$17,344.00	\$0.00
B. General Engineering Consultant (GEC) Management of the following (4 Months)					
1. SH365/TCC - Environmental - Atkins (formerly PBSJ)					
- Review / Analyze / Comment on Consultant Contracts	\$ 1,084.58	100.00%	\$1,084.58	\$1,084.58	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ 1,713.76	100.00%	\$1,713.76	\$1,713.76	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ 2,709.56	100.00%	\$2,709.56	\$2,709.56	\$0.00
2. IBTC - Environmental - Atkins (formerly PBSJ)					
- Review / Analyze / Comment on Consultant Contracts	\$ -	0.00%	\$0.00	\$0.00	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ -	0.00%	\$0.00	\$0.00	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ -	0.00%	\$0.00	\$0.00	\$0.00
3. SH365/TCC (FM 1016 to E 23rd) - Survey/R.O.W - DOS Logistics, Inc.					
- Review / Analyze / Comment on Consultant Contracts	\$ 2,311.78	100.00%	\$2,311.78	\$2,311.78	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ 7,817.78	100.00%	\$7,817.78	\$7,817.78	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ 5,761.03	100.00%	\$5,761.03	\$5,761.03	\$0.00
4. SH365/TCC (E 23rd to IBTC) - Survey/R.O.W. - Quintanilla Headley					
- Review / Analyze / Comment on Consultant Contracts	\$ 3,364.88	100.00%	\$3,364.88	\$3,364.88	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ 4,551.21	100.00%	\$4,551.21	\$4,551.21	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ 5,035.57	100.00%	\$5,035.57	\$5,035.57	\$0.00
5. SH 365 / TCC (Toll / Pass Thru) - Seg. 1- FM1016 to Arzadduas - Eng. / Geotech - L&G Eng.					
- Review / Analyze / Comment on Consultant Contracts	\$ 1,893.58	100.00%	\$1,893.58	\$1,893.58	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ 7,559.36	100.00%	\$7,559.36	\$7,559.36	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ 3,473.54	100.00%	\$3,473.54	\$3,473.54	\$0.00
- Review / Analyze / Prepare independent construction cost estimates	\$ 1,563.16	100.00%	\$1,563.16	\$1,563.16	\$0.00

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

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

Invoice Number: 465201/12/XV
Invoice Period: 10/01/2012 - 10/31/2012

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
TASK 4 Gen. Eng. Consult. (GEC) Mgt. including contract negotiations (4 months) Continued					
B. General Engineering Consultant (GEC) Management of the following (4 Months)(Cont.)					
6 SH365/TCC at Anzaduas - Engineering/Geotech - L&G Engineering 1A					
- Review / Analyze / Comment on Consultant Contracts	\$ 3,381.24	100.00%	\$3,381.24	\$3,381.24	\$0.00
- Review / Analyze / Comment on all existing schematics, plans; reports; design parameters, etc.	\$ 3,916.50	100.00%	\$3,916.50	\$3,916.50	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ 2,359.24	100.00%	\$2,359.24	\$2,359.24	\$0.00
7. SH 365 / TCC (Toll / Pass Thru) - Seg. 1B - Anz. GSA Conn. to E. of 23rd - Eng. / Geo. - L&G Eng.					
- Review / Analyze / Comment on Consultant Contracts	\$ 2,298.96	100.00%	\$2,298.96	\$2,298.96	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ 7,775.94	100.00%	\$7,775.94	\$7,775.94	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ 2,988.42	100.00%	\$2,988.42	\$2,988.42	\$0.00
8. SH 365 / TCC (Toll / Pass Thru) - Seg. 2 - E. of 23rd to IBTC - Eng. / Geo. - S&B Infra					
- Review / Analyze / Comment on Consultant Contracts	\$ 3,186.94	100.00%	\$3,186.94	\$3,186.94	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ 6,107.56	100.00%	\$6,107.56	\$6,107.56	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ 4,775.06	100.00%	\$4,775.06	\$4,775.06	\$0.00
9. US 281/Military Overpass - Engineering/Geotech/Survey - TEDSI Infrastructure					
- Review / Analyze / Comment on Consultant Contracts	\$ 3,186.94	100.00%	\$3,186.94	\$3,186.94	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ 2,153.24	100.00%	\$2,153.24	\$2,153.24	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ 2,226.12	100.00%	\$2,226.12	\$2,226.12	\$0.00
10. US 83 Connector to FM 495 - Eng / Geotech/Survey - S&B Infrastructure					
- Review / Analyze / Comment on Consultant Contracts	\$ -	0.00%	\$0.00	\$0.00	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ -	0.00%	\$0.00	\$0.00	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ -	0.00%	\$0.00	\$0.00	\$0.00
TASK 5 Procurement / Negotiations of Prof. Svcs.					
A. Procurement/Negotiations of Prof Svcs. of the following: (4 months)					
1. SH 365 / TCC - Seg. 1 - ROW Acquisition/Title Company	\$ -	0.00%	\$0.00	\$0.00	\$0.00
2. SH 365 / TCC - Seg. 1A - ROW Acquisition/Title Company	\$ -	0.00%	\$0.00	\$0.00	\$0.00
3. SH 365 / TCC - Seg. 1B - ROW Acquisition/Title Company	\$ -	0.00%	\$0.00	\$0.00	\$0.00
4. SH 365 / TCC - Seg. 2 - ROW Acquisition/Title Company	\$ -	0.00%	\$0.00	\$0.00	\$0.00
5. IBTC Seg. 1-5 - Engineering (One Procurement up to Five(5) Firms)	\$ 10,628.66	100.00%	\$10,628.66	\$10,628.66	\$0.00
6. IBTC Seg. 1-5 - Survey (One Procurement up to Five(5) Firms)	\$ 10,628.66	100.00%	\$10,628.66	\$10,628.66	\$0.00
7. IBTC Seg. 1-5 - ROW Acquisition/Title Company	\$ -	0.00%	\$0.00	\$0.00	\$0.00
8. IBTC Geotech Total Project	\$ -	0.00%	\$0.00	\$0.00	\$0.00
9. US 83 Connector to SH 495 - ROW Acquisition/Title Company	\$ -	0.00%	\$0.00	\$0.00	\$0.00
10. US 281 (Military) Overpass at San Juan - ROW Acquisition/Title Company	\$ -	0.00%	\$0.00	\$0.00	\$0.00
11. La Joya Relief Route Corridor Seg. 1 - Environmental/Schematic (Update / Finalize)/Engineering	\$ 5,991.18	100.00%	\$5,991.18	\$5,991.18	\$0.00
12. La Joya Relief Route Corridor Seg. 1 - Geotech	\$ -	0.00%	\$0.00	\$0.00	\$0.00
13. La Joya Relief Route Corridor Seg. 1 - Survey	\$ -	0.00%	\$0.00	\$0.00	\$0.00
14. La Joya Relief Route Corridor Seg. 1 - ROW Acquisition/Title Co.	\$ -	0.00%	\$0.00	\$0.00	\$0.00
15. Toll Consultant / Traffic Management - system wide	\$ -	0.00%	\$0.00	\$0.00	\$0.00

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

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

Invoice Number: 46520112/XV
 Invoice Period: 10/01/2012 - 10/31/2012

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
DIRECT EXPENSES					
Lodging / Hotel (\$100.00 / DAY)	\$ 1,235.00	100.00%	\$1,235.00	\$1,235.00	\$0.00
Meals (\$30.00 / DAY)	\$ 834.00	100.00%	\$834.00	\$834.00	\$0.00
Rental Car	\$ 1,770.00	100.00%	\$1,770.00	\$1,770.00	\$0.00
Air Travel	\$ 2,750.00	100.00%	\$2,750.00	\$2,750.00	\$0.00
Parking	\$ 154.00	100.00%	\$154.00	\$154.00	\$0.00
Overnight Mail - letter size	\$ 3,450.00	100.00%	\$3,450.00	\$3,450.00	\$0.00
Photocopies B/W (8.5 X 11)	\$ 709.90	100.00%	\$709.90	\$709.90	\$0.00
Photocopies B/W (11 X 17)	\$ 620.00	100.00%	\$620.00	\$620.00	\$0.00
Photocopies Color (8.5 X 11)	\$ 710.00	100.00%	\$710.00	\$710.00	\$0.00
Photocopies Color (11 X 17)	\$ 750.00	100.00%	\$750.00	\$750.00	\$0.00
Color Graphics on Foam Board	\$ 70.00	100.00%	\$70.00	\$70.00	\$0.00
Public Outreach Liaison	\$ 60,000.00	100.00%	\$60,000.00	\$60,000.00	\$0.00
CPA/Accounting Support Services	\$ -	0.00%	\$0.00	\$0.00	\$0.00
IT Support Services	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Appraiser	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Totals	\$ 909,960.63		\$ 909,960.63	\$ 909,960.63	\$ -

Amount Due This Invoice

\$

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

November 7, 2012

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

Work Order No. 3:
Title Report for TCC

Invoice Number: 4652011/12/XV
Invoice Period: 10/01/2012 - 10/31/2012

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
1	Provide Title Reports	\$57,750.00	33.00%	\$19,057.50	\$5,775.00	\$13,282.50
	TOTALS	\$57,750.00	33.00%	\$19,057.50	\$5,775.00	\$13,282.50

TOTAL DUE WORK ORDER NO. 3:

\$13,282.50 ✓

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

November 7, 2012

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

Work Order No. 4:

Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number:
Invoice Period:

465201/12/XV
10/01/2012 - 10/31/2012

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A	Coordinate / Update / Assist Executive Director	\$8,958.03	100.00%	\$8,958.03	\$8,958.03	\$0.00
B	Attend / Prepare Data / Report on Various Meetings (4.0 Months)	\$58,185.85	100.00%	\$58,185.85	\$58,185.85	\$0.00
C	Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy	\$2,711.90	100.00%	\$2,711.90	\$2,711.90	\$0.00
D	Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications for SH 365 TCC / La Joya Relief Route / US 281	\$18,512.54	100.00%	\$18,512.54	\$18,512.54	\$0.00
E	Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System	\$22,926.32	100.00%	\$22,926.32	\$22,926.32	\$0.00
F	Organize / Develop HCRMA Files By Project (Electronic and Hardcopy) - RMA Will Provide Flor Koll and Temporary Secretaries)	\$19,183.08	100.00%	\$19,183.08	\$19,183.08	\$0.00
G	Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements	\$15,564.04	100.00%	\$15,564.04	\$15,564.04	\$0.00
H	Implement Public Outreach Program Managing with Assistance from Consultant (pathfinder) and others	\$20,830.08	100.00%	\$20,830.08	\$20,830.08	\$0.00
I	Public Outreach Meetings Including Negotiations of Truck Restrictions with the following Cities (Including Travel and Preparation for Meeting) (4.0 Months):	\$19,983.36	100.00%	\$19,983.36	\$19,983.36	\$0.00
J	Oversee C&M Associates, Inc., in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.0 Months)	\$74,767.90	100.00%	\$74,767.90	\$74,767.90	\$0.00
K	IBTC (3.0 Months)	\$25,337.35	100.00%	\$25,337.35	\$25,337.35	\$0.00
L	SH 365 / TCC (Modified) (Inc. TCC at GSA Anzalduas Bridge)(4.0 Months)	\$216,358.43	100.00%	\$216,358.43	\$216,358.43	\$0.00
M	US 281 / Military (3.0 Months)	\$24,156.47	100.00%	\$24,156.47	\$24,156.47	\$0.00
ODC	Direct Expenses	\$166,880.50	100.00%	\$166,880.50	\$166,880.50	\$0.00
	TOTALS	\$694,355.85	100.00%	\$694,355.85	\$694,355.85	\$0.00

TOTAL DUE WORK ORDER NO. 4:

\$0.00

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

Work Order No. 4: Engineering Management/Partial Operations Implementation/Public Outreach
 Invoice Number: 465201/12/XV
 Invoice Period: 10/01/2012 - 10/31/2012

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A. Coordinate / Update / Assist Executive Director					
1.) Educate Executive Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Bi-Monthly Mts (2 hrs/Wk x 9 Wks)	\$ 8,958.03	100.00%	\$8,958.03	\$8,958.03	\$0.00
B. Attend / Prepare Data / Report on Various Meetings (4.0 Months)					
1. HCRMA Board Meetings Including Presentation (Monthly) (5 Mts @ 4 hrs/Mtg) (Inc. Prep Time)	\$ 16,401.80	100.00%	\$16,401.80	\$16,401.80	\$0.00
2. HCRMA Planning Committee Meetings (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 4,694.28	100.00%	\$4,694.28	\$4,694.28	\$0.00
3. HCRMA Finance Committee Meetings (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 4,694.28	100.00%	\$4,694.28	\$4,694.28	\$0.00
4. HCRMA MPO Policy Committee Meeting (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 4,694.28	100.00%	\$4,694.28	\$4,694.28	\$0.00
5. HCRMA MPO Tech Committee Meeting (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 4,694.28	100.00%	\$4,694.28	\$4,694.28	\$0.00
6. Various individual HCRMA Mts w/ Board (3 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 2,130.42	100.00%	\$2,130.42	\$2,130.42	\$0.00
7. Hidalgo County Meetings w/Staff (2 Mts. @2 hr. / Mtg.) (Inc. Prep Time)	\$ 2,023.44	100.00%	\$2,023.44	\$2,023.44	\$0.00
8. Hidalgo County Commissioner Precinct No. 1 (2 Mts. @ 2 hrs. / Mtg.)	\$ 1,379.80	100.00%	\$1,379.80	\$1,379.80	\$0.00
9. Hidalgo County Commissioner Precinct No. 2 (2 Mts. @ 2 hrs. / Mtg.)	\$ 1,379.80	100.00%	\$1,379.80	\$1,379.80	\$0.00
10. Hidalgo County Commissioner Precinct No. 3 (2 Mts. @ 2 hrs. / Mtg.)	\$ 1,379.80	100.00%	\$1,379.80	\$1,379.80	\$0.00
11. Hidalgo County Commissioner Precinct No. 4 (2 Mts. @ 2 hrs. / Mtg.)	\$ 1,379.80	100.00%	\$1,379.80	\$1,379.80	\$0.00
12. Attend Meetings TxDOT-Pharr (3 Mts. @ 2 hrs. / Mtg.) (Inc. Prep Time)	\$ 4,371.02	100.00%	\$4,371.02	\$4,371.02	\$0.00
13. Attend Meetings TxDOT-Austin includes Travel (3 Mts. @ 10 hrs. / Mtg.)	\$ 6,777.56	100.00%	\$6,777.56	\$6,777.56	\$0.00
14. Attend Meetings With Senator Hinojosa (3 Mts. @ 2 hrs. / Mtg.)	\$ 2,185.29	100.00%	\$2,185.29	\$2,185.29	\$0.00
C. Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy	\$ 2,711.90	100.00%	\$2,711.90	\$2,711.90	\$0.00
D. Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications for SH 365 TCC / La Joya Relief Route / US 281					
1. Meet / Coordinate With TxDOT Pharr (2 Mts. @ 4 hrs. / Mtg.)	\$ 3,954.36	100.00%	\$3,954.36	\$3,954.36	\$0.00
2. Meet / Coordinate With TxDOT Austin (1 Mtg @ 10 hrs. / Mtg.)	\$ 4,694.28	100.00%	\$4,694.28	\$4,694.28	\$0.00
3. Finalize Pass Thru Agreements	\$ 9,863.90	100.00%	\$9,863.90	\$9,863.90	\$0.00
E. Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System					
1. Input Data for Development of Monthly Reports for HCRMA Board	\$ 12,042.32	100.00%	\$12,042.32	\$12,042.32	\$0.00
2. Modify Monthly Reports for HCRMA Needs	\$ 5,697.02	100.00%	\$5,697.02	\$5,697.02	\$0.00
3. Input Monthly Data and Produce Final Reports for May, June, July and August 2012	\$ 5,186.98	100.00%	\$5,186.98	\$5,186.98	\$0.00
F. Organize / Develop HCRMA Files By Project (Electronic and Hardcopy) - RMA Will Provide Flor Koli and Temporary Secretaries)	\$ 19,183.08	100.00%	\$19,183.08	\$19,183.08	\$0.00
G. Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements	\$ 15,564.04	100.00%	\$15,564.04	\$15,564.04	\$0.00
H. Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others	\$ 20,830.08	100.00%	\$20,830.08	\$20,830.08	\$0.00

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

Work Order No. 4:
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/12XV
Invoice Period: 10/01/2012 - 10/31/2012

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
I. Public Outreach Meetings Including Negotiations of Truck Restrictions with the following Cities (Including Travel and Preparation for Meeting) (4.0 Months):					
1. City of Pharr (2 Migs)	\$ 3,976.32	100.00%	\$3,976.32	\$3,976.32	\$0.00
2. San Juan (1 Mig)	\$ 2,013.60	100.00%	\$2,013.60	\$2,013.60	\$0.00
3. Donna (1 Mig)	\$ 2,013.60	100.00%	\$2,013.60	\$2,013.60	\$0.00
4. Weslaco (1 Mig)	\$ 2,013.60	100.00%	\$2,013.60	\$2,013.60	\$0.00
5. City of Mercedes (1 Mig)	\$ 2,013.60	100.00%	\$2,013.60	\$2,013.60	\$0.00
6. City of Edcouch (0 Mig)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
7. City of McAllen (2 Migs.)	\$ 3,976.32	100.00%	\$3,976.32	\$3,976.32	\$0.00
8. City of Mission (2 Migs.)	\$ 3,976.32	100.00%	\$3,976.32	\$3,976.32	\$0.00
9. City of Pecos (0 Mig)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
10. City of Palmview (0 Mig)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
11. City of La Joya (0 Mig)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
J. Overseas C&M Associates, Inc., in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.0 Months)					
1. SH 365 TCC / IBTC / Segment D & La Joya Relief Route (Assisted by HDR)	\$ 60,035.90	100.00%	\$60,035.90	\$60,035.90	\$0.00
2. Update Strategic Plan for New T&R No. 1 (Work with First Southwest)	\$ 14,732.00	100.00%	\$14,732.00	\$14,732.00	\$0.00
K. IBTC (3.0 Months)					
1. Modify RFP and Procure Engineering Services (Including Environmental and Low Level Flight)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
2. Overseas Local Environmental Clearance (Assisted by Blanton - Lead) (3.0 Months)	\$ 24,234.55	100.00%	\$24,234.55	\$24,234.55	\$0.00
3. Overseas IBTC Drainage Studies from 8/1/2012 to 8/31/2012 (1 Month)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
4. Overseas Low Level Flight (8/1/2012 to 8/31/2012) (1 Month) (Assisted by Aranda & Associates - Lead)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
5. QA/QC Drainage Study (60%) (Next Work Authorization)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
6. QA/QC Low Level Flight (Aranda) (1 Month)	\$ 1,102.80	100.00%	\$1,102.80	\$1,102.80	\$0.00
7. Attend Meeting with USIBWC (1) (Combined with TCC)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
8. Attend Meeting with USACOE (1) (Combined with TCC)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
9. Attend Meeting with US Fish and Wildlife (1) (Combined with TCC)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
L. SH 365 / TCC (Modified) (Inc. TCC at GSA Anzalduas Bridge) (4.0 Months)					
1. Overseas Environmental Clearance By Atkins (EA) (Assisted by Blanton & Assoc. - Lead) (5 Months)	\$ 60,919.52	100.00%	\$60,919.52	\$60,919.52	\$0.00
2. Overseas Drainage Studies Produced By L&G Engineering / S&B Infrastructure	\$ 17,089.64	100.00%	\$17,089.64	\$17,089.64	\$0.00
3. QA/QC Drainage Study (60%)	\$ 9,158.68	100.00%	\$9,158.68	\$9,158.68	\$0.00
4. Attend Meeting With USIBWC (1 Mig. - El Paso)	\$ 4,046.88	100.00%	\$4,046.88	\$4,046.88	\$0.00
5. Attend Meeting With USACOE (1 Mig. - HST)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
6. Attend Meeting With US Fish & Wildlife (1 Mig. - RGW)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
7. Attend Meeting With TxDOT Austin / FHWA (1 Mig. - Austin)	\$ 3,227.59	100.00%	\$3,227.59	\$3,227.59	\$0.00
8. Overseas / Development of 4-Lane Schematic and Update Super Two Schematic / Utilities / Final Design Review TCC at GSA	\$ 72,546.95	100.00%	\$72,546.95	\$72,546.95	\$0.00
9. QA/QC Schematic (60%)	\$ 4,380.10	100.00%	\$4,380.10	\$4,380.10	\$0.00
10. Prepare Decision Matrix for Environmental Consultant	\$ 1,489.67	100.00%	\$1,489.67	\$1,489.67	\$0.00
11. Overseas Surveyors (DOS Logistics / Quintanilla) (Assisted by Aranda and Associates - Lead)	\$ 36,669.24	100.00%	\$36,669.24	\$36,669.24	\$0.00
12. Hold / Lead Public Involvement Meeting (1 Mig.) Including Prepare Exhibits	\$ -	0.00%	\$0.00	\$0.00	\$0.00
13. Prepare Land Plan to Assist Hunt Development / City of McAllen to Evaluate Alternative Thru Hunt Property	\$ -	0.00%	\$0.00	\$0.00	\$0.00
14. Meet with Hunt Development (Mission - 2 Migs) (2 hrs / Mig) (Inc. Prep Time)	\$ 6,830.16	100.00%	\$6,830.16	\$6,830.16	\$0.00

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

Work Order No. 4: Engineering Management/Partial Operations Implementation/Public Outreach
 Invoice Number: 465201/12/XV
 Invoice Period: 10/01/2012 - 10/31/2012

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
M. US 281 / Military (3.0 Months)					
1. Oversee Environmental Clearance by Atkins (Categorical Exclusion -CE)(Assisted by Blanton & Associates) (4.0 Months)	\$ 5,034.52	100.00%	\$5,034.52	\$5,034.52	\$0.00
2. Oversee Engineer in Development of Route Studies / Schematic / Survey / PS&E Development (4.0 Months)	\$ 11,776.60	100.00%	\$11,776.60	\$11,776.60	\$0.00
3. QA/QC Route Study	\$ 1,277.95	100.00%	\$1,277.95	\$1,277.95	\$0.00
4. Meet With City of Pharr Including Development of Exhibits to Analyze US 281 / I Road / San Juan Area (2 Mths @ 2 hrs / Mth)	\$ 6,067.40	100.00%	\$6,067.40	\$6,067.40	\$0.00
DIRECT EXPENSES					
Lodging / Hotel (\$100.00 / DAY)	\$ 1,537.50	100.00%	\$1,537.50	\$1,537.50	\$0.00
Meals (\$30.00 / DAY)	\$ 495.00	100.00%	\$495.00	\$495.00	\$0.00
Rental Car	\$ 675.00	100.00%	\$675.00	\$675.00	\$0.00
Air Travel	\$ 6,750.00	100.00%	\$6,750.00	\$6,750.00	\$0.00
Parking	\$ 63.00	100.00%	\$63.00	\$63.00	\$0.00
Overnight Mail - letter size	\$ 1,150.00	100.00%	\$1,150.00	\$1,150.00	\$0.00
Courier Services	\$ 1,250.00	100.00%	\$1,250.00	\$1,250.00	\$0.00
Photocopies B/W (8.5 X 11)	\$ 2,320.00	100.00%	\$2,320.00	\$2,320.00	\$0.00
Photocopies B/W (11 X 17)	\$ 915.00	100.00%	\$915.00	\$915.00	\$0.00
Photocopies Color (8.5 X 11)	\$ 700.00	100.00%	\$700.00	\$700.00	\$0.00
Photocopies Color (11 X 17)	\$ 625.00	100.00%	\$625.00	\$625.00	\$0.00
Color Graphics on Foam Board	\$ 200.00	100.00%	\$200.00	\$200.00	\$0.00
Newspaper Advertisement	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Court Reporter (Public Hearings & Transcription)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Translator (English to Spanish or Sign Language)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Public Involvement Facility Rental	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Public Outreach Liaison	\$ 75,000.00	100.00%	\$75,000.00	\$75,000.00	\$0.00
Accounting Support Services	\$ 4,000.00	100.00%	\$4,000.00	\$4,000.00	\$0.00
IT / Support Services	\$ 3,200.00	100.00%	\$3,200.00	\$3,200.00	\$0.00
Management Support Services	\$ 32,000.00	100.00%	\$32,000.00	\$32,000.00	\$0.00
Community Action Support	\$ 36,000.00	100.00%	\$36,000.00	\$36,000.00	\$0.00
Totals	\$ 694,355.85		\$ 694,355.85	\$ 694,355.85	\$ -

Amount Due This Invoice

\$

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

November 7, 2012

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

Work Order No. 5:
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number:
Invoice Period:

465201/12/XV
10/01/2012 - 10/31/2012

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A	Coordinate / Update / Assist Executive Director	\$6,123.52	40.00%	\$2,449.41	\$918.53	\$1,530.88
B	Attend / Prepare Data / Report on Various Meetings (4.0 Months)	\$60,832.02	47.69%	\$29,009.61	\$15,208.03	\$13,801.58
C	Continue to Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy Including Updating Strategy (Two (2) Updates)	\$8,484.08	50.00%	\$4,242.04	\$1,272.61	\$2,969.43
D	Continue to Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications or other TxDOT Funding Modification (availability payments-CAT12) for SH 365 Segment 1,2,3 and 4) / Segment No. 4 (US 281 / Military)	\$3,838.98	50.00%	\$1,919.49	\$575.84	\$1,343.65
E	Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System	\$20,012.60	40.00%	\$8,005.04	\$4,002.51	\$4,002.53
F	Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy)	\$10,314.08	50.00%	\$5,157.04	\$2,062.82	\$3,094.22
G	Continue to Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements and Finalize Agreements with each entity	\$18,505.04	40.00%	\$7,402.02	\$1,850.50	\$5,551.52
H	Continue to Finalize and Implement Public Outreach Program with Assistance from Consultant (Pathfinder) and others	\$37,776.61	37.21%	\$14,055.65	\$7,555.32	\$6,500.33
I	Continued Public Outreach Meetings (Formal Presentation to Council) with the Appropriate Cities (Including Travel and Preparation for Meeting) (4.0 Months):	\$14,867.78	50.00%	\$7,433.89	\$1,486.78	\$5,947.11
J	Continue the Oversight of C&M Associates, Inc., in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.0 Months)	\$74,552.28	36.38%	\$27,122.28	\$11,182.85	\$15,939.43
K	Continue to Oversee IBTC (4.0 Months)	\$4,883.52	25.00%	\$1,220.88	\$244.18	\$976.70
L	Continue to Oversee SH 365 (Segment 1,2 and 3) (Inc. SH 365 at GSA Anzalduas Bridge)(4.0 Months)	\$310,741.85	45.43%	\$141,161.16	\$77,685.48	\$63,475.68
M	SH 365 Segment No. 4 (US 281 / Military) (4.0 Months)	\$39,229.92	42.51%	\$16,676.63	\$7,845.99	\$8,830.64
N	Implementation of GIS Tools - Phase IA	\$20,646.28	5.00%	\$1,032.31	\$1,032.31	\$0.00
O	Implementation of Project Wise	\$46,343.58	5.00%	\$2,317.17	\$2,317.17	\$0.00
ODC	Direct Expenses	\$170,217.79	54.17%	\$92,208.90	\$33,625.00	\$58,583.90
	TOTALS	\$847,369.93	42.65%	\$361,413.52	\$168,865.92	\$192,547.60

TOTAL DUE WORK ORDER NO. 5:

\$192,547.60 ✓

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

Work Order No. 5:

Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/12/XV
Invoice Period: 10/01/2012 - 10/31/2012

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A. Coordinate / Update / Assist Executive Director					
1.) Educate Executive Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Weekly Mtgs)	\$ 6,123.52	40.00%	\$2,449.41	\$918.53	\$1,530.88
B. Attend / Prepare Data / Report on Various Meetings (4.0 Months)					
1. HCRMA Board Meetings including Presentation (Monthly) (4 Mtgs) (Inc. Prep Time)	\$ 16,448.84	50.00%	\$8,224.42	\$4,112.21	\$4,112.21
2. HCRMA Planning Committee Meetings (4 Mtgs @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 8,483.22	50.00%	\$4,241.61	\$2,120.81	\$2,120.81
3. HCRMA Finance Committee Meetings (4 Mtgs @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 8,483.22	50.00%	\$4,241.61	\$2,120.81	\$2,120.81
4. HCRMA MPO Policy Committee Meeting (4 Mtgs @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 3,939.90	50.00%	\$1,969.95	\$984.98	\$984.97
5. HCRMA MPO Tech Committee Meeting (4 Mtgs @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 3,418.56	50.00%	\$1,709.28	\$854.64	\$854.64
6. Various HCRMA Mtgs w/ Individual Board Members / Special Board Meetings (1 Mtg @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 1,849.66	50.00%	\$924.83	\$462.42	\$462.41
7. Hidalgo County Meetings w/Staff (2 Mtgs. @2 hr. / Mtg.) (Inc. Prep Time)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
8. Hidalgo County Commissioner Precinct No. 1 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
9. Hidalgo County Commissioner Precinct No. 2 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ 2,812.80	25.00%	\$703.20	\$703.20	\$0.00
10. Hidalgo County Commissioner Precinct No. 3 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ 2,812.80	25.00%	\$703.20	\$703.20	\$0.00
11. Hidalgo County Commissioner Precinct No. 4 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
12. Attend Meetings TxDOT-Pharr (2 Mtgs. @ 2 hrs. / Mtg.) (Inc. Prep Time)	\$ 3,073.90	50.00%	\$1,536.95	\$768.48	\$768.47
13. Attend Meetings TxDOT-Austin includes Travel (1 Mtg. @ 10 hrs. / Mtg.)	\$ 6,534.68	50.00%	\$3,267.34	\$1,633.67	\$1,633.67
14. Attend Meetings With Senator Hinojosa (1 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,011.72	50.00%	\$505.86	\$252.93	\$252.93
15. Attend Meeting - 3 days in Washington to Visit Congress/TIFA (1 Mtg.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
16. Attend Hidalgo County Commissioners' Court Meeting (2 Monthly Mtgs.) (2 Mtgs. X 2 hr./Mtg.)	\$ 1,962.72	50.00%	\$981.36	\$490.68	\$490.68
C. Continue to Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy, Including Updating Strategy (Two (2) Updates)	\$ 8,484.08	50.00%	\$4,242.04	\$1,272.61	\$2,969.43
D. Continue to Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications or other TxDOT Funding Modification (availability payments-CAT12) for SH 365 (Segment 1,2,3 and 4) / Segment No. 4 (US 281 / Military)					
1. Meet / Coordinate With TxDOT Pharr (1 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,728.22	50.00%	\$864.11	\$259.23	\$604.88
2. Meet / Coordinate With TxDOT Austin (0 Mtg @ 10 hrs. / Mtg.)	\$ 382.54	50.00%	\$191.27	\$57.38	\$133.89
3. Finalize Pass Thru Agreements and/or availability payments	\$ 1,728.22	50.00%	\$864.11	\$259.23	\$604.88
E. Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System					
1. Continue to Input Data for Development of Monthly Reports for HCRMA Board (September 1, 2012 thru December 31, 2012)	\$ 7,636.32	40.00%	\$3,054.53	\$1,527.26	\$1,527.27
2. Continue to Modify Monthly Reports for HCRMA Needs	\$ 5,007.12	40.00%	\$2,002.85	\$1,001.42	\$1,001.43
3. Continue to Input Monthly Data and Produce Final Reports for Sept., Oct., Nov. and Dec. 2012	\$ 7,369.16	40.00%	\$2,947.66	\$1,473.83	\$1,473.83
F. Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy)					
1. Continue to Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements and Finalize Agreements with each entity	\$ 10,314.08	50.00%	\$5,157.04	\$2,062.82	\$3,094.22
G. Continue to Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements and Finalize Agreements with each entity	\$ 18,505.04	40.00%	\$7,402.02	\$1,850.50	\$5,551.52

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

Work Order No. 5:

Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number:
Invoice Period:

485201/12/XV
10/01/2012 - 10/31/2012

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
H. Continue to Finalize and Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others					
1. Finalize / Implement Public Outreach	\$ 27,226.64	40.00%	\$10,890.66	\$5,445.33	\$5,445.33
2. Review / Update Website	-	0.00%	\$0.00	\$0.00	\$0.00
3. Develop Monthly Newsletter (Assist Subs)	-	0.00%	\$0.00	\$0.00	\$0.00
4. Begin Development of Branding Loop Project (Assist Subs)	-	0.00%	\$0.00	\$0.00	\$0.00
5. Assist / Develop Support Resolution From All Cities (Total 5 Mtgs.)	\$ 5,909.51	30.00%	\$1,772.85	\$1,181.90	\$590.95
6. Meet with Large Property Owners (SH 365)(Total 3 Mtgs. Including Preparation)	\$ 3,173.34	30.00%	\$952.00	\$634.67	\$317.33
7. Meet with EDC for the Cities of McAllen / Mission (Total 1 Mtg.)	\$ 1,467.12	30.00%	\$440.14	\$293.42	\$146.72
8. Meet with Trade Association / Civic Association (US / Mexico) (Total 1 Mtg.)					
I. Continue Public Outreach Meetings (Formal Presentation to Council) with the following Cities (Including Travel and Preparation for Meeting) (4.0 Months):					
1. City of Pharr (2 Mtgs)	\$ 3,656.80	50.00%	\$1,828.40	\$365.68	\$1,462.72
2. City of Granjeno (1 Mtg)	\$ 2,116.82	50.00%	\$1,058.41	\$211.68	\$846.73
3. City of Donna (1 Mtg)	-	0.00%	\$0.00	\$0.00	\$0.00
4. City of Weslaco (1 Mtg)	-	0.00%	\$0.00	\$0.00	\$0.00
5. City of Mercedes (1 Mtg)	-	0.00%	\$0.00	\$0.00	\$0.00
6. City of Edcouch (1 Mtg)	-	0.00%	\$0.00	\$0.00	\$0.00
7. City of McAllen (2 Mtgs.)	\$ 4,547.08	50.00%	\$2,273.54	\$454.71	\$1,818.83
8. City of Mission (2 Mtgs.)	\$ 4,547.08	50.00%	\$2,273.54	\$454.71	\$1,818.83
9. City of Pecos (1 Mtg)	-	0.00%	\$0.00	\$0.00	\$0.00
10. City of Palmview (1 Mtg)	-	0.00%	\$0.00	\$0.00	\$0.00
11. City of La Joya (1 Mtg)	-	0.00%	\$0.00	\$0.00	\$0.00
12. City of Edinburg (2 Mtgs)	-	0.00%	\$0.00	\$0.00	\$0.00
13. City of Sullivan City (1 Mtg)	-	0.00%	\$0.00	\$0.00	\$0.00
J. Continue the Oversight of C&M Associates, Inc., in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.0 Months)					
1. SH 365 Segment 1,2,3 and 4 / IBTC / Segment D & La Joya Relief Route (Assisted by HDR)	\$ 33,936.84	50.00%	\$16,968.42	\$5,090.53	\$11,877.89
2. Update Strategic Plan for New Funding (Modification in Limits / Schedule / Funding Type)	\$ 19,894.84	25.00%	\$4,973.71	\$2,984.23	\$1,989.48
2. Update Strategic Plan after New T&R Numbers (Work with First Southwest)	\$ 20,720.60	25.00%	\$5,180.15	\$3,108.09	\$2,072.06
K. Continue to Oversee IBTC (4.0 Months)					
1. Modify RFP and Procure Engineering Services (Including Environmental and Low Level Flight)	-	0.00%	\$0.00	\$0.00	\$0.00
2. Continue to Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (4.0 Months)	\$ 4,883.52	25.00%	\$1,220.88	\$244.18	\$976.70
3. Oversee IBTC Drainage Studies	-	0.00%	\$0.00	\$0.00	\$0.00
4. Oversee Low Level Flight (Assisted by Aranda & Associates - Lead)	-	0.00%	\$0.00	\$0.00	\$0.00
5. QA/QC Drainage Study (60%)	-	0.00%	\$0.00	\$0.00	\$0.00
6. QA/QC Low Level Flight (Aranda)	-	0.00%	\$0.00	\$0.00	\$0.00
7. Attend Meeting with USBWC (1) (Combined with SH 365)	-	0.00%	\$0.00	\$0.00	\$0.00
8. Attend Meeting with USACOE (1) (Combined with SH 365)	-	0.00%	\$0.00	\$0.00	\$0.00
9. Attend Meeting with US Fish and Wildlife (1) (Combined with SH 365)	-	0.00%	\$0.00	\$0.00	\$0.00

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

Work Order No. 5:

Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number:
Invoice Period:

465201/12/XV
10/01/2012 - 10/31/2012

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
L. Continue to Oversee SH 365 (Segment 1, 2 & 3) (inc. SH 365 at GSA Anzalduas Bridge)(4.0 Months)					
1. Continue to Oversee Environmental Clearance By Atkins (EA) Includes Negotiating Limits to FM 1016 (Assisted by Blanton & Assoc. - Lead)	\$ 62,286.41	50.00%	\$31,143.21	\$15,571.60	\$15,571.61
2. Continue to Oversee Drainage Studies Produced By L&G Engineering / S&B Infrastructure including Segment No. 3. Also, Includes Negotiating Limits to FM 1016.	\$ 66,915.46	50.00%	\$33,457.73	\$16,728.87	\$16,728.86
3. Continue to QA/QC Drainage Study (90%)	\$ 8,618.24	50.00%	\$4,309.12	\$2,154.56	\$2,154.56
4. Attend Meeting With USBWC (1 Mtg. - El Paso)	\$ 4,459.76	25.00%	\$1,114.94	\$0.00	\$0.00
5. Attend Meeting With USACOE (1 Mtg. - HST)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
6. Attend Meeting With US Fish & Wildlife (1 Mtg. - RGV)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
7. Attend Meeting With TxDOT Austin / FHWA (1 Mtg. - Austin)	\$ 4,694.28	50.00%	\$2,347.14	\$1,173.57	\$1,173.57
8. Continue to Oversee / Development of 4-Lane Schematic (L&G Engineering and S&B Infrastructure) and Negotiate Limits to FM 1016	\$ 44,289.86	50.00%	\$22,144.93	\$11,072.47	\$11,072.46
9. QA/QC Schematic (90%)	\$ 46,880.08	35.00%	\$16,408.03	\$11,720.02	\$4,688.01
10. Prepare Decision Matrix for Environmental Consultant (in Work Authorization 4)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
11. Continue to Oversee Surveyors Including Right of Entry Assistance for 52 Parcels (DOS Logistics / Quintanilla) (Assisted by Aranda and Associates - Lead)	\$ 48,346.44	50.00%	\$24,173.22	\$12,086.61	\$12,086.61
12. Hold / Lead Public Involvement Meeting (1 Additional Mtg.) Including Prepare Exhibits	\$ 17,111.50	25.00%	\$4,277.88	\$4,277.88	\$0.00
13. Prepare Land Plan to Assist Hunt Development / City of McAllen to Evaluate Alternative Thru Hunt Property	\$ -	0.00%	\$0.00	\$0.00	\$0.00
14. Meet with Hunt Development (Mission - 2 Mtgs) (2 hrs / Mtg)(Inc. Prep Time)	\$ 7,139.82	25.00%	\$1,784.96	\$1,784.96	\$0.00
15. Assist HDR in Developing TIFIA Application	\$ -	0.00%	\$0.00	\$0.00	\$0.00
M. SH 365 Segment No. 4 (US 281 / Military) (4.0 Months)					
1. Oversee Environmental Clearance by Atkins (Included in Item L.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
2. Oversee Engineer in Development of Route Studies / Schematic / Survey / PS&E Development (4.0 Months)	\$ 24,538.30	50.00%	\$12,269.15	\$4,907.66	\$7,361.49
3. Finalize QA/QC Route Study	\$ 8,211.34	30.00%	\$2,463.40	\$1,642.27	\$821.13
4. Continue to Meet With City of Pharr Including Development of Exhibits to Analyze SH 365 (Segment No. 4) (US 281 / I Road / San Juan Area) (2 Mtgs)	\$ 6,480.28	30.00%	\$1,944.08	\$1,296.06	\$648.02
N. Implementation of GIS Tools - Phase IA					
1. Conduct Stakeholder and Program Management Team GIS user requirements meeting	\$ 5,256.06	5.00%	\$262.80	\$262.80	\$0.00
2. Develop GIS user requirements documentation and implementation plan	\$ 4,323.28	5.00%	\$216.16	\$216.16	\$0.00
3. Present user requirements and implementation plan to Stakeholders and Program Management Team	\$ 2,766.54	5.00%	\$138.33	\$138.33	\$0.00
4. Acquire and integrate Bing Map services	\$ 3,788.88	5.00%	\$189.44	\$189.44	\$0.00
5. Acquire and integrate existing GIS base map data from local government sources into an ArcGIS Server / SQL Server central database hosted from Dannenbaum's GIS hosting facility	\$ 4,511.52	5.00%	\$225.58	\$225.58	\$0.00
6. Tie up to three large existing GIS databases acquired from local Government sources for efficient web map rendering of large datasets (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
7. Design, load and integrate HCRMA specific GIS data into an ArcGIS Server / SQL Server central database hosted from Dannenbaum's GIS hosting facility (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
8. QA/QC existing and HCRMA specific GIS database for compliance with Task 1 - Requirements (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
9. Develop login page user interface (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
10. QA/QC login page user interface for compliance with Task 1 - Requirements (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00

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

Work Order No. 5:
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/12/XV
Invoice Period: 10/01/2012 - 10/31/2012

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
N. Implementation of GIS Tools - Phase 1A (Continued)					
11. Develop ArcGIS Service, map services, Arc MAP, MXD projects files including map symbology (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
12. QA/QC ArcGIS Service, map services, Arc MAP, MXD projects files checking for quality of map symbology and compliance with Task 1 - Requirements (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
13. Develop GIS website map and legend tools on Dannenbaum's application development server (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
14. QA/QC / unit testing of the GIS website map and legend tools (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
15. Migrate GIS website map and legend tools from Dannenbaum's application development server to Dannenbaum's production ArcGIS Server hosting environment (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
16. Develop GIS website map and legend user manual documentation and conduct user training (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
O. Implementation of Project Wise					
1. Project Wise Overview Training (x1 initial kickoff meeting to go over Project Wise functionality and general use in an engineering project office environment)	\$ 2,668.23	5.00%	\$133.41	\$133.41	\$0.00
2. Project Wise Implementation (Install and configuration hardware and software onsite within DEC McAllen / HCRMA PMO)	\$ 1,803.40	5.00%	\$90.17	\$90.17	\$0.00
3. Project Wise End User Training (x4 brown bag training sessions to teach PMO users how to manage documents in a Project Wise document controlled environment)	\$ 3,638.60	5.00%	\$181.93	\$181.93	\$0.00
4. Inventory HCRMA Project Data by Type, User, Organization, Etc.	\$ 13,005.23	5.00%	\$650.26	\$650.26	\$0.00
5. Conduct Project Wise / GIS Data Maintenance Business Process Workshop (x1 Day for Project Wise / x1 Day for GIS - include time estimate for key subcontractor participation)	\$ 10,803.64	5.00%	\$540.18	\$540.18	\$0.00
6. Develop HCRMA Project Wise and GIS data management business process documentation	\$ 10,916.43	5.00%	\$545.82	\$545.82	\$0.00
7. Data Management End User Training (x4 brown bag training sessions to teach HCRMA PMO Project Wise and GIS data management business processes)	\$ 3,508.05	5.00%	\$175.40	\$175.40	\$0.00
DIRECT EXPENSES					
Lodging / Hotel (\$100.00 / DAY)	\$ 770.00	50.00%	\$385.00	\$0.00	\$385.00
Meals (\$30.00 / DAY)	\$ 240.00	50.00%	\$120.00	\$0.00	\$120.00
Rental Car	\$ 360.00	50.00%	\$180.00	\$0.00	\$180.00
Air Travel	\$ 4,000.00	50.00%	\$2,000.00	\$0.00	\$2,000.00
Parking	\$ 28.00	50.00%	\$14.00	\$0.00	\$14.00
Overnight Mail - letter size	\$ 1,150.00	50.00%	\$575.00	\$0.00	\$575.00
Courier Services	\$ 900.00	50.00%	\$450.00	\$0.00	\$450.00
Photocopies B/W (8.5 X 11)	\$ 1,969.79	50.00%	\$984.90	\$0.00	\$984.90
Photocopies B/W (11 X 17)	\$ 775.00	50.00%	\$387.50	\$193.75	\$193.75
Photocopies Color (8.5 X 11)	\$ 700.00	50.00%	\$350.00	\$0.00	\$350.00
Photocopies Color (11 X 17)	\$ 625.00	50.00%	\$312.50	\$156.25	\$156.25
Color Graphics on Foam Board	\$ 200.00	50.00%	\$100.00	\$0.00	\$100.00
Newspaper Advertisement	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Court Reporter (Public Hearings & Transcription)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Translator (English to Spanish or Sign Language)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Public Involvement Facility Rental	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Public Outreach Liaison (4 Months - September, October, November & December 2012)	\$ 60,000.00	75.00%	\$45,000.00	\$15,000.00	\$30,000.00

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

Work Order No. 5: Engineering Management/Partial Operations Implementation/Public Outreach
Invoice Number: 465201/12/XV
Invoice Period: 10/01/2012 - 10/31/2012

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
DIRECT EXPENSES (Continued)					
Accounting Support Services	\$ 20,000.00	40.00%	\$8,000.00	\$2,000.00	\$6,000.00
IT / Support Services (Includes time on Project Wise Implementation / Data Organization @ 55 hrs)	\$ 8,000.00	20.00%	\$1,600.00	\$400.00	\$1,200.00
Bing Maps Annual Subscription Fee	\$ 7,000.00	0.00%	\$0.00	\$0.00	\$0.00
Management Support Services	\$ 32,000.00	50.00%	\$16,000.00	\$8,000.00	\$8,000.00
Community Action Support	\$ 31,500.00	50.00%	\$15,750.00	\$7,875.00	\$7,875.00
Totals	\$ 847,369.93		\$ 361,413.52	\$ 168,865.92	\$ 192,547.60

Amount Due This Invoice

\$ 192,547.60

Progress Assessment Report for month of (Mo./Yr.) **October / 2012**

Work Authorization Amount:

[illegible]

Date _____

Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) **October / 2012**

Work Authorization Amount:

[illegible]

1 Copy with Invoice – Hidalgo County Regional Mobility Authority Office

Louis H. Jones, Jr., P.E.	713-520-9570	November 1, 2012
Print Name - Company Official /DBE Liaison Officer	Phone	Date
shari.bricarell@dannenbaum.com	713-527-6442	
Email	Fax	

Progress Assessment Report for month of (Mo./Yr.) October / 2012

Work Authorization Amount:

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

Fill out Progress Assessment Report with each estimate/invoice submitted, for all subcontracts, and forward as follows:

1 Copy with Invoice – Hidalgo County Regional Mobility Authority Office

I hereby certify that the above is a true and correct statement of the amounts paid to the ~~firms~~ firms listed above.

Louis H. Jones, Jr., P.E.	Signature	713-520-9570	November 1, 2012
Print Name - Company Official /DBE Liaison Officer		Phone	Date
shari.bricarell@dannenbaum.com		713-527-6442	
Email		Fax	

Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) October / 2012

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

Fill out Progress Assessment Report with each estimate/invoice submitted, for all subcontracts, and forward as follows:

I hereby certify that the above is a true and correct statement of the amounts paid to the firms listed above.

Louis H. Jones, Jr., P.E.	713-520-9570	November 1, 2012
Print Name - Company Official /DBE Liaison Officer	Phone	Date
shari.bricarell@dannenbaum.com	713-527-6442	
Email	Fax	


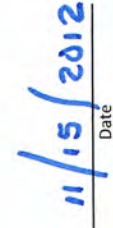
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PAYMENT SUMMARY

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

Maximum fee minus approved WA \$0.00

	Invoice Date			WA Total Billed	WA Balance
	12/7/2011	1/26/2012	10/31/2012		
Approved WA Amount					
WA#1	\$603,264.75	\$75,789.31	\$171,756.57	\$247,545.88	\$355,718.87
WA#2	\$50,000.00			\$40,000.00	\$10,000.00
			<u>\$171,756.57</u>	<u>\$287,545.88</u>	<u>\$365,718.87</u>

Amount Approved for Payment

Approved for Payment
Loop Account # 280003609

Prepared by:
P. Rodriguez, PE
Tx PE #85,567
11/15/2012



HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

REQUEST FOR RECOMMENDATION ON PAYMENT

To: Dannenbaum Engineering
Attn: Louis Jones, HCRMA Project Manager
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

Month and Year	
Contractor	Dos Land Surveying
Project/WA	SH 365 Seg1 - WA 1
Invoice #	02 TCC
Amount	\$171,756.57
Date Sent	10/31/2012

Date Received		
Received by		
Recommendation:	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Disapproval
Comments (if any):		
<p><u>Sec attached</u></p> <p><i>[Signature]</i> 11/15/2012</p> <p><i>[Signature]</i> 11/7/12</p>		
Louis Jones, HCRMA Program Manager	Date	

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

Date: Wednesday, October 31, 2012

Bill To:

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

Attention:

Flor E. Koll
Transportation Planner I

**Professional Surveying Services
SH 365 / Trade Corridor Connector (West Section)
Work Authorization # 1**

PSO Code: DLI.11.1600.01

Scope of Work	CONTRACT AMOUNT	% ADVANCE	CURRENT ADVANCE	REMAINING BALANCE	PAID TO DATE	CURRENT AMOUNT DUE
Right of Way Mapping FC 130	\$159,024.00	26.00%	\$41,346.24	\$117,677.76	\$41,346.24	\$0.00
Field Surveying for ROW Mapping FNC 150	\$153,637.00	25.00%	\$38,409.25	\$115,227.75	\$26,118.29	\$12,290.96
Horizontal and Vertical Control FNC 150	\$58,345.00	0.00%	\$0.00	\$58,345.00	\$0.00	\$0.00
Topographic Survey FC 150	\$168,222.00	75.00%	\$126,166.50	\$42,055.50	\$0.00	\$126,166.50
Direct Expenses	\$64,036.75	65.00%	\$41,623.89	\$22,412.86	\$8,324.78	\$33,299.11
Total	\$603,264.75		\$247,545.88	\$355,718.87	\$75,789.31	\$171,756.57

Pay Only \uparrow

CURRENT AMOUNT DUE		\$171,756.57
Please remit to:		
Dos Land Surveying	1002 E. Exp. 83 Weslaco, Texas 78596	

THANK YOU FOR YOUR BUSINESS!

1212
11/15/2012
Loop Account #
280003906



Dos Land Surveying, LLC

Mr. Richard D. Seitz, PE.
Deputy Project Manager
HCRMA Program Manager Consultant
1109 West Nolana Avenue
McAllen, TX 78504
(956) 682-3677

RE: SH 365 (TCC) West

October 31, 2012

Mr. Seitz,

This letter is to inform you about the progress made by Dos Land Surveying up to date on the above mentioned project.

Field Surveying for R.O.W. Mapping;

This section of progress report work done to the following tasks; sections 8.2.2, 8.2.4 and 7.2.3. is 25 % completed.

Topographic Survey;

This section of progress report work done to the following tasks; 3.2 in fill Topo and Planimetrics, 6.1.1 Bridges/Overpasses, 6.1.2 Cross Culverts/Bridges, 6.1.3 Drainage Ditch/Irrigation Canal/Flood Control Structures. Extending Topographic survey 500 feet north and south of proposed right of way at; 23rd Street, Ware Road, Bentsen Road , Shary Road, Old Military Rd., West Military Rd, Los Indios Road and Conway Rd (FM 1016) Additional extending Topographic Survey in Railroads, Drainage Ditches and Canals intersecting the proposed alignment is 75% completed.



Dos Land Surveying, LLC

Respectfully,

Juan M. Castillo 10-31-2012

Juan M. Castillo, RPLS
Survey Manager

Analy Diaz

From: Eric Davila
Sent: Wednesday, November 07, 2012 9:42 AM
To: Analy Diaz
Cc: Cynthia Luera
Subject: FW: HCRMA - DLS Invoice 02 TCC
Attachments: In-fill Topo scope.pdf

Analy,

please print this email and attachment, and include in the invoice folder for DLS. Notify Louis that Jaime has recommended payment for their latest invoice.

Regards,

Eric Davila, E.I.T., C.F.M.

From: James Aranda [<mailto:arandaj@arandaworld.com>]
Sent: Wednesday, November 07, 2012 9:27 AM
To: Eric Davila
Cc: Louis Jones; Analy Diaz; Cynthia Luera; 'tony aguirre'; Richard Seitz
Subject: RE: HCRMA - DLS Invoice 02 TCC

Eric,

I have reviewed what you sent me and compared it to the scope... See Attachment... and I see DOS has submitted the work in green highlight on my attachment.

The only thing I do not see is 3.2.3.1... Geopac and Microstation files.... (digital files)

Other than that... I recommend payment to DOS for services rendered.

Please call if you have questions.

James Aranda



Aranda and Associates, Inc.
1552 Dove Ave.
McAllen, Texas 78504
Office: 956-631-0944
Fax: 956-631-0992

From: Eric Davila [<mailto:Eric.Davila@dannenbaum.com>]
Sent: Wednesday, November 07, 2012 6:43 AM
To: James Aranda (arandaj@arandaworld.com)

Cc: Louis Jones; Analy Diaz; Cynthia Luera; tony aguirre; Richard Seitz

Subject: RE: HCRMA - DLS Invoice 02 TCC

Jaime,

the following data was submitted at end of last week (but I had been out of town on training until this morning) so feel free to use the attached in making your determination on recommendation (or non-recommendation) of payment.

Regards,

Eric Davila, E.I.T., C.F.M.

From: Cynthia Luera

Sent: Tuesday, November 06, 2012 7:12 PM

To: James Aranda (arandaj@arandaworld.com)

Cc: Eric Davila; Louis Jones; Analy Diaz

Subject: FW: HCRMA - DLS Invoice 02 TCC

Please review, approve and return to our office by no later than 9:00 am

Thank you,

Cynthia M. Luera

DANNENBAUM

1109 Nolana Loop, Suite 208

McAllen, Texas 78504

Office (956) 682-3677

Fax: (956) 686-1822

Direct: (956) 429-0517

email: Cynthia.Luera@dannenbaum.com

CONFIDENTIALITY NOTICE: This communication is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, you are notified that any use, dissemination, distribution, or copying of the communication is strictly prohibited.

From: Flor Koll [<mailto:fkoll@hcrma.net>]

Sent: Wednesday, October 31, 2012 1:36 PM

To: Louis Jones

Cc: Eric Davila; Cynthia Luera; Analy Diaz

Subject: HCRMA - DLS Invoice 02 TCC

Louis,

Please review and reply.

Thank you,

FLOR E. KOLL 

Program Administrator

Hidalgo County Regional Mobility Authority

Physical Address:

118 S. Cage Blvd., 4th Floor

Pharr, Texas 78577

Ofc. (956) 402-4762

Fax. (956) 402-4762

Cell. (956) 310-3766

fkoll@hcrma.net

www.hcrma.net

Mailing Address:

P.O. Box 1766

Pharr, Texas 78577

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PAYMENT SUMMARY

First Southwest/C&M Traffic & Revenue Update

\$270,677 Intermediate T&R for SH 365, IBTC & Segment "D"

\$155,327 Intermediate T&R for La Joya Bypass

\$148,225 LOS SH 365 and TOA US 83/281

	Contract Amount	Invoice Date			Total Billed	Balance
		7/9/2012	8/20/2012	9/18/2102	10/24/2012	
SH 365	\$270,677.00	\$53,140.96	\$41,935.40		\$31,451.55	\$126,527.91
La Joya	\$155,327.00	\$36,448.54	\$24,865.40		\$18,649.05	\$79,962.99
LOS/TOA	\$148,225.00			\$68,038.19	\$65,684.52	\$133,722.71
	\$574,229.00	\$89,589.50	\$66,800.80	\$68,038.19	\$115,785.12	\$340,213.61
Total Approved for Payment						\$234,015.39



Approved for Payment

Loop Account 280003906


Date

Prepared by:
P. Rodriguez, PE
Tx PE # 85,567
11/15/2012

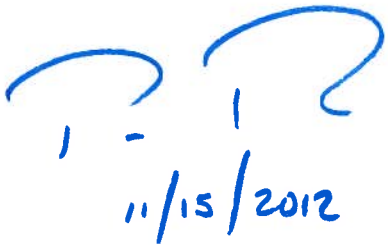
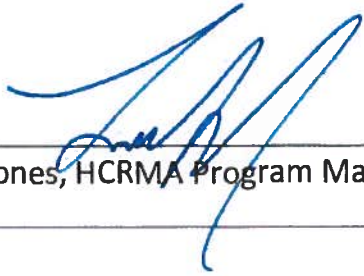


HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

REQUEST FOR RECOMMENDATION ON PAYMENT

To: Dannenbaum Engineering
Attn: Louis Jones, HCRMA Project Manager
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

Month and Year	September 2012
Contractor	FSW
Project/WA	La Joya Relief Route 1, Phase 1 Sketch Level Traffic & Revenue Study
Invoice #	7002
Amount	\$18,649.05
Date Sent	10/29/2012

Date Received	
Received by	
Recommendation:	<input checked="checked" type="checkbox"/> Approval <input type="checkbox"/> Disapproval
Comments (if any): Will arrange program meeting by mid NOV. 2012  11/15/2012  Louis Jones, HCRMA Program Manager Date <u>11/26/12</u>	

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



October 24, 2012
Account Number: 4255003

Invoice Number: 7002
Richard Rodriguez

Invoice

Mr. Pilar Rodriguez
118 S. Cage Blvd, 4th Floor
Pharr, Texas 78577

Re: Hidalgo County Regional Mobility Authority
\$ La Joya Relief Route 1, Phase 1 Sketch Level Traffic & Revenue Study

Fees And Expenses Incurred

Please Invoice Attached	\$18,649.05
Total	<u>\$18,649.05</u>

Pay Only ↑
11/15/2012
Loop Account #
280003906

Please Remit Payment To:

*First Southwest Company
325 North St. Paul, Suite 800
Dallas, Texas 75201*

Wiring Instructions

*The Bank of New York
1 Wall Street
New York, NY 10012
ABA Number: 021-000-018
Account Name: First Southwest Company
Account Number: 890 0271 779
Reference: 4255003*



Invoice

Tollway Towers North, Suite 870
15770 North Dallas Parkway,
Dallas, TX 75248

Invoice #: 51273
Invoice Date: 10/23/2012
Due Date: 11/23/2012

Bill To:

Mr. Richard Ramirez,
Managing Director,
First Southwest, Co.
325 N. Paul Street, Ste. 800
Dallas, TX. 75201-3852

Description	Hours/Qty	Rate	Amount
HCRMA La joya L-2 Relief Route. Intermediate T&R Study 15% of \$ 124,327.00 Project Advance Corresponding to work performed from September 1st. to 30th., 2012 accordingly with the attached progress report		18,649.05	18,649.05

Please deposit payment in JPMorgan Chase Bank, N.A.
ABA# 111000614 Acct. # 742262413

Phone #
214-764--2896

Total \$18,649.05

Payments/Credits \$0.00

Balance Due \$18,649.05



Progress Repo

Tollway Towers North
15770 North Dallas Parkway
Suite 870
Dallas, TX 75248

Sandip Faldu, P.E.

Project Manager

Tel: 214-295-4819

Fax: 214-889-5049

Email: sfaldu@candm-associates.com

Date: October 23, 2012

To: Mr. Richard Ramirez, First Southwest

Subject: La Joya Relief Route - Intermediate Traffic & Revenue Study Progress Report

Project Label: La Joya - L2

Submitted to: First Southwest

Period: September 1, 2012 to September 30, 2012

Progress Report Number: 5

Supporting Invoice: 51273

Brief Summary of Work Completed during this period of September 1, 2012 to September 30, 2012:

During this period C&M completed the modeling process, prepared forecasts for the horizon year 2035, completed preliminary sensitivity analyses, and prepared preliminary traffic and revenue series. C&M also completed portions of the draft report for the study.

Detailed Tasks:

- 1 Travel demand modeling and forecasts (Tasks 7 thru 9):

- 2 Completed developing traffic forecasts for the horizon year 2035 for the Bypass for the free frontage road facility by itself, as well as tolled facility along with free frontage roads.
- 3 Completed infrastructure sensitivity analyses assuming a scenario where no improvements to US 83 would take place in the study area.
- 4 Developed preliminary annual traffic and revenue series for the 40 year concession period using a set of post-processing assumptions.
- 5 Documentation:
 - 6 Completed documenting the socioeconomic evaluation, modeling methodology and traffic forecast for the draft study report.

Brief Summary of Work to be completed during the next month:

In the next month, C&M is planning to work on the following tasks:

- 1 Complete any additional sensitivity/scenario analyses.
- 2 Generate traffic and revenue forecast series for a 40 year period.
- 3 Complete documentation and submit Draft T&R report for review.
- 8)
- 9) As shown in the following table, overall project progress was about 90%.

Table 1. La Joya Relief Route Project – Progress by Task

Task	Task Description	Task Proportion	Project Progress		
			Up to last Month	This Month	Accumulative
C&M LABOR:					
Task 1	Project Management / Quality Assurance	6%	75%	15%	90%
Task 2	Existing Information Update	11%	100%	0%	100%
Task 3	Field Work and Surveys	11%	100%	0%	100%
Task 4	Socio-Economic Update	8%	100%	0%	100%
Task 5	Travel Demand Modeling Update	11%	100%	0%	100%
Task 6	Opening Year Traffic Modeling	8%	100%	0%	100%
Task 7	Future Year Traffic Modeling	8%	80%	20%	100%
Task 8	Sensitivity/Scenario Analysis	8%	40%	50%	90%
Task 9	Traffic and Revenue Forecast	11%	30%	30%	60%
Task 10	Documentation	17%	45%	30%	75%
Total Progress			75%	15%	90%

Respectfully submitted by:

Sandip Faldu
Project Manager

Invoice Payment Approval Chart

[illegible]

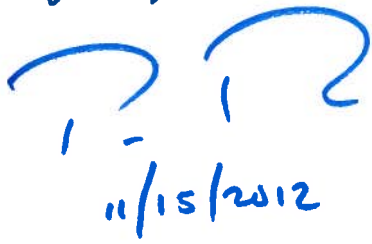
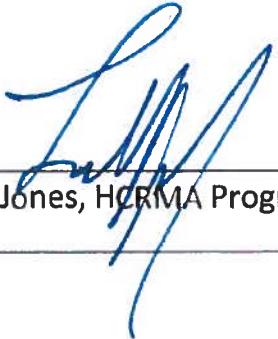


HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

REQUEST FOR RECOMMENDATION ON PAYMENT

To: Dannenbaum Engineering
Attn: Louis Jones, HCRMA Project Manager
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

Month and Year	September 2012
Contractor	FSW
Project/WA	Preliminary T&R and Segments A&B
Invoice #	7003
Amount	\$97,136.07
Date Sent	10/29/2012

Date Received	
Received by	
Recommendation:	<input checked="checked" type="checkbox"/> Approval <input type="checkbox"/> Disapproval
Comments (if any): Will set up program meeting by mid Nov. 2012.  11/15/2012  Louis Jones, HCRMA Program Manager Date 11/2/12	

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



October 24, 2012
Account Number: 4255002

Invoice Number: 7003
Richard Ramirez

Invoice

Mr. Pilar Rodriguez
118 S. Cage Blvd, 4th Floor
Pharr, Texas 78577

Re: Hidalgo County Regional Mobility Authority
\$30,000,000 Hidalgo Co. Reg Mobility Auth, TX: PreliminaryT&R and Segments A&B:
4255002

Fees And Expenses Incurred

See Invoice Attached

\$97,136.07

Total

\$97,136.07

Pay Only

PR
11/15/2012
Loop Account #
280003906

Please Remit Payment To:

First Southwest Company
325 North St. Paul, Suite 800
Dallas, Texas 75201

Wiring Instructions

The Bank of New York
1 Wall Street
New York, NY 10012
ABA Number: 021-000-018
Account Name: First Southwest Company
Account Number: 890 0271 779
Reference: 4255002



Invoice

Date	Invoice #
10/23/2012	51274

Tollway Towers North. Suite 870
15770 North Dallas Parkway.
Dallas, TX 75248

Bill To
First Southwest, Co. Mr. Richard Ramirez. Managing Director 325 N.St. Paul Street, Suite 800 Dallas, TX. 75201-3852

Description	Qty	Rate	Amount
HCRMA 4 HIDALGO LOOP INTERMEDIATE T&R STUDY			
15% of \$ 209,677.00 Project Advance		31,451.55	31,451.55 ✓
US83/US281 INTERCHANGE LOS ANALYSIS			
40% of \$ 57,706.00 Project Advance		23,082.40 ✓	23,082.40 ✓
SH 365 LOS ANALYSIS			
40% of \$ 68,519.00 Project Advance		27,407.60 ✓	27,407.60 ✓
Corresponding to the works performrd from September 1st. to 30th., 2012			
Accordingly with the attached Progress Report			
Subtotal			81,941.55
Direct Expenses			
Gram Traffic automated Bi-Directional Classifications counts		14,270.00	14,270.00
Air Tickets		543.60	543.60
Car rental		121.40	121.40
Parking		27.06	27.06
Meals		10.20	10.20
Lodging		222.26	222.26
Subtotal			15,194.52 ✓
Please deposit payment in JPMorgan Chase Bank, N.A. ABA# 111000614 Acct. # 742262413		Total	\$97,136.07
		Payments/Credits	\$0.00
		Balance Due	\$97,136.07



Progress Repo

Tollway Towers North
15770 North Dallas Parkway
Suite 870
Dallas, TX 75248

Shahram "Sam" Bohluli, Ph.D., PE
Project Manager

Tel: 214-245-5300
Fax: 214-889-5019

Email: sbohluli@candm-associates.com

Date: October 23, 2012

To: Mr. Richard Ramirez, First Southwest

Subject: HCRMA4 - Hidalgo Loop (SH 365, IBTC and Segment D) Intermediate Level Traffic & Revenue Study Progress report

Project Label: HCRMA4

Submitted to: First Southwest

Period: September 1, 2012 to September 30, 2012

Progress Report Number: 5

Supporting Invoice: 51274

Brief Summary of Work Completed during this period of September 1, 2012 to September 30, 2012:

C&M is performing an intermediate level traffic and revenue study for SH 365 (called TCC earlier), IBTC and Segment D of Hidalgo Loop. This is an update of the 2010 investment grade study for IBTC and TCC. During the period from September 1 to September 30, 2012, C&M made progress in items below:

- 1 Finished the truck company interviews and summarized the results.
- 2 Finished socioeconomic review and prepared final forecast of socioeconomic to be used in the model.
- 3 Finished model calibration and prepared future year model networks and trip tables.
- 4 Performed screenline analysis for no build and build conditions for the future year models.
- 5 Prepared schematic diagrams with traffic volumes on SH 365 in the un-tolled scenario and presented them for pavement design purposes.
- 6 Completed LOS analysis of SH 365. Started preparing the draft report documenting the results of the analysis.
- 7 Completed the future year VISSIM model for the US 83/US 281 interchange study. Summarized the preliminary results for the measures of effectiveness.

Detailed Tasks:

Progress in related tasks is listed below.

- 1 Data collection:
 - 2 C&M's sub-consultant, Data and Information Services Center from the University of Pan American, Edinburg, TX completed second round of truck company phone interviews to obtain companies' opinion on paying toll and using the Loop sections. The results were summarized and analyzed. Toll Diversion models were developed using this data.
- 3 Socioeconomic evaluation:
 - 4 C&M reviewed the information from Pharr and Edinburg cities regarding their growths. Industrial growth and corresponding employment was already incorporated by TXP in their forecasts. C&M concluded socioeconomic analysis after preparing census tract level socioeconomic data as input for its disaggregation model. C&M updated its disaggregation model with the TAZ level socioeconomic data available from HCMPO.
- 5 Travel demand modeling update:
 - 6 C&M prepared 2018, 2020 and 2035 build and no build networks using its master network. All the necessary attribute fields used in modeling were reviewed and updated.
 - 7 Future year trip tables were developed after running the four step model.

- 8 C&M performed the toll sensitivity analysis to evaluate optimum toll rate for revenue maximization and congestion reduction in the area.
- 9 Opening year and future year modeling:
 - 10 2018, 2020 and 2035 models were run with build and no build and the resultant traffic volumes were analyzed using screenline analysis.
 - 11 Schematic diagrams were prepared showing the un-tolled volumes on SH 365 for all the three model years. These were submitted to the client to help pavement design in response to a request.
 - 12 C&M performed the select link analysis on critical location to understand traffic movement on base and future year network.
 - 13 Preliminary traffic forecast was prepared and reviewed in detail.
 - 14 C&M also put together Traffic and Revenue sheet and reviewed the post processing assumptions.
- 15 Documentation:
 - 16 C&M staff prepared a report outline and worked on updating the first three chapters – introduction, existing traffic information and data collection.
 - 17 Some of the maps and other illustrations for the report were prepared.
 - 18 C&M staff prepared an outline of the modeling chapter and worked on documenting the model development procedure.
- 6 Progress of US 83/US 281 interchange LOS analysis:
 - 7 C&M prepared and executed a comprehensive data collection plan that includes traffic counts, speed studies and video capture of congestion. Traffic counts were collected on freeway mainlines and ramps around the interchange. Turning movement counts were collected at all the intersections in the study area. C&M staff visited the study area and supervised the data collection program.
 - 8 A base year 2012 VISSIM model was prepared and calibrated using the field data collected. Upon completion of the calibration process, the model was validated using travel times and speeds collected from the field using GPS travel runs.
 - 9 A future year 2035 model was prepared using the projected traffic volumes and existing geometry to evaluate anticipated traffic operation in the interchange study area.

24)

7 Progress of SH 365 LOS analysis:

- 8 C&M prepared the traffic volumes at each section of SH 365 for the analysis years.
- 9 An LOS analysis was performed for the basic freeway segments, ramp junctions and signalized intersections along the study corridor using the methodologies of the 2010 edition of the Highway Capacity Manual.
- 10 C&M began preparing a draft report documenting the results of the LOS analysis.

Brief Summary of Work to be completed during the next month:

In the next month, C&M is planning to work on the following tasks:

- 1 Complete documentation for SH 365 LOS study and submit the draft report for review.
- 2 Complete the VISSIM analysis for the US 83/ US 281 interchange as well as the draft report to submittal and review.
- 3 Incorporate toll diversion model and methodology into the model and perform traffic assignment runs with tolled project.
- 4 Complete the draft report for the H Loop project and submit for internal review.

As shown in the following table, overall project progress was about 80%. Progress of the US 83/US 281 interchange LOS analysis study was about 80%. Progress of the SH 365 LOS analysis study was about 70%.

Table 1. HCRMA4 Project – Progress by Task

Task	Task Description	Task Proportion	Project Progress		
			Up to last Period	This Period	Accumulative
Task 1	Project Management / Quality Assurance	7%	65%	15%	80%
Task 2	Existing Information Update	5%	100%	0%	100%
Task 3	Field Work and Surveys	10%	100%	0%	100%
Task 4	Socio-Economic Update	10%	100%	0%	100%
Task 5	Travel Demand Modeling Update	20%	95%	5%	100%
Task 6	Opening Year Traffic Modeling	8%	70%	20%	90%
Task 7	Future Year Traffic Modeling	10%	40%	30%	70%
Task 8	Sensitivity/Scenario Analysis	10%	20%	30%	50%
Task 9	Traffic and Revenue Forecast	10%	10%	40%	50%
Task 10	Documentation	10%	35%	15%	50%

Total Progress	65%	15%	80%
-----------------------	------------	------------	------------

Additional Studies

Task	Task Description	Task Proportion	Task Progress		
			Up to last Period	This Period	Accumulative
Task A	US 83/US 281 Interchange LOS Analysis	100%	40%	40%	80%
Task B	SH 365 LOS Analysis	100%	30%	40%	70%

Respectfully submitted by:

Shahram Bohluli

Project Manager

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PAYMENT SUMMARY

First Southwest/C&M Traffic & Revenue Update

\$270,677 Intermediate T&R for SH 365, IBTC & Segment "D"

\$155,327 Intermediate T&R for La Joya Bypass

\$148,225 LOS SH 365 and TOA US 83/281

	Contract Amount	Invoice Date				Total Billed	Balance
		7/9/2012	8/20/2012	9/18/2102	10/24/2012	10/30/2012	
SH 365	\$270,677.00	\$53,140.96	\$41,935.40		\$31,451.55	\$13,500.00	\$140,027.91
La Joya	\$155,327.00	\$36,448.54	\$24,865.40		\$18,649.05		\$79,962.99
LOS/TOA	\$148,225.00			\$68,038.19	\$65,684.52		\$133,722.71
	\$574,229.00	\$89,589.50	\$66,800.80	\$68,038.19	\$115,785.12	\$13,500.00	\$353,713.61
Total Approved for Payment							\$220,515.39


 Approved for Payment
 Date 11/15/2012

Loop Account 280003906

Prepared by:
P. Rodriguez, PE
Tx PE # 85,567
11/15/2012



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

REQUEST FOR RECOMMENDATION ON PAYMENT

To: Dannenbaum Engineering
Attn: Louis Jones, HCRMA Project Manager
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

Month and Year	October 2012
Contractor	FWS - C&M
Project/WA	Preliminary T&R and Segments A&B
Invoice #	7021
Amount	\$13,500.00
Date Sent	11/02/2012

Date Received	
Received by	
Recommendation:	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Disapproval
Comments (if any):	<p><i>Conditional (See Below)</i></p> <p>(A.) This invoice should have been part of the lump sum invoice in direct expenses for the T&R Study Update for SH365/IBTC A and Segment D</p> <p>(B) All invoiced further invoices will be with lump sum Billings.</p> <p><i>Approved for Payment</i> <i>11/15/2012</i></p> <p><i>11/7/12</i></p>
Louis Jones, HCRMA Program Manager	Date

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



October 30, 2012
Account Number: 4255002

Invoice

Mr. Pilar Rodriguez
118 S. Cage Blvd, 4th Floor
Pharr, Texas 78577

Re: Hidalgo County Regional Mobility Authority

~~\$30,000,000~~ Hidalgo Co. Reg Mobility Auth, TX: Preliminary T&R and Segments A&B:
4255002

SH365 / EBTC / Section
D

Fees And Expenses Incurred

See Invoice Attached

\$13,500.00

Total

\$13,500.00

Pay Only ↑

PR

11/15/2002

Loop Account #
280003906

Please Remit Payment To:

First Southwest Company
325 North St. Paul, Suite 800
Dallas, Texas 75201

Wiring Instructions

The Bank of New York
1 Wall Street
New York, NY 10012
ABA Number: 021-000-018
Account Name: First Southwest Company
Account Number: 890 0271 779
Reference: 4255002



Invoice

Tollway Towers North, Suite 870
15770 North Dallas Parkway.
Dallas, TX 75248

Invoice #: 51277
Invoice Date: 10/30/2012
Due Date: 11/29/2012

Bill To:

First Southwest, Co.
Mr. Richard Ramirez,
Managing Director
325 N.St. Paul Street, Suite 800
Dallas, TX. 75201-3852

Description	Hours/Qty	Rate	Amount
HCRMA 4 HIDALGO LOOP INTERMEDIATE T&R STUDY Survey of Potential Commercial Truck Usage for the Hidalgo Loop <i>SH365/IBTC/Seating</i>		13,500.00	13,500.00
<i>Approved [Signature] Part of Large Sum for T&R Study under direct expenses. 6/2/12</i>			

Please deposit payment in JPMorgan Chase Bank, N.A.
ABA# 111000614 Acct. # 742262413

Total \$13,500.00

Payments/Credits \$0.00

Balance Due \$13,500.00

Phone #

214-764--2896

Maximum fee minus approved WA \$4,888,704.76

		Invoice Date					WA	WA
	Approved WA	5/25/2012	7/5/2012	8/1/2012	9/4/2012	10/3/2012	Total Billed	Balance
WA#1	\$998,837.67	\$111,770.62	\$114,043.63	\$110,921.36	\$108,063.46	\$114,434.74	\$559,233.81	\$439,603.86
Supp#1	\$310,893.87						\$102,011.62	\$208,882.25
							\$102,011.62	
							\$102,011.62	
							Total Amount Approved for Payment	

Approved for Payment _____ Date 11/13/2012

Loop Account # 280003609

Prepared by:
P. Rodriguez, PE
Tx PE #85,567
11/13/2012



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



REQUEST FOR RECOMMENDATION ON PAYMENT

To: Dannenbaum Engineering
Attn: Louis Jones, HCRMA Project Manager
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

Month and Year	October 2012
Contractor	L&G Consulting Engineers Inc
Project/WA	SH 365 Segment 1
Invoice #	11324296
Amount	\$102,011.62
Date Sent	11/07/2012

Date Received	
Received by	
Recommendation:	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Disapproval
Comments (if any):	<p>→ conditional based on below:</p> <ul style="list-style-type: none">1) Pmc should have been notified of meeting/presentation to MRA. We need copy of presentation materials and minutes of meeting.2) Review of deliverables.3) Copy of all correspondence to/from utility if not in updates folder
Louis Jones, HCRMA Program Manager	Date <u>11/7/12</u>

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

Approved
12-12
11/13/2012

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

INVOICE#: 11324296
INVOICE DATE: 10/31/2012

BILL TO:

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

JOB: 120301

SH365/TCC - Segment #1
 WA#1

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of October 2012.						
Task 1 - Value Eng Participation	20,521.20			0.00	0.0	20,521.20
Task 2 - 2 Schematics	310,479.89	263,907.91		263,907.91	85.0	46,571.98
Task 3 - Public Involment	15,209.14			0.00	0.0	15,209.14
Task 4 - ROW Coordination	21,998.73			0.00	0.0	21,998.73
Task 5 - Pavement Design	29,831.96	10,441.19		10,441.19	35.0	19,390.77
Task 6 - Special Coordination	64,970.12	32,485.06		32,485.06	50.0	32,485.06
Task 7 - Geo Laboratory/Sub	50,000.00	10,000.00		10,000.00	20.0	40,000.00
Task 8 - Route & Design Studies	44,871.07	38,140.41		38,140.41	85.0	6,730.66
Task 9 - Utility Adjustment	175,523.69	87,761.85		87,761.85	50.0	87,761.84
Task 10- Field Survey	24,297.10			0.00	0.0	24,297.10
FC 161 - Drainage	232,934.77	116,497.39		116,497.39	50.0	116,497.38
Direct Expenses	8,140.00			0.00	0.0	8,140.00
TOTALS:	998,837.67	559,233.81	0.00	559,233.81	56.0	439,603.86

Supplemental #1 to Work Authorization #1

Task 2 - 2 Schematics	100,202.09		65,131.36	65,131.36	65.0	35,070.73
Task 3 - Public Involment	6,399.68			0.00	0.0	6,399.68
Task 4 - ROW Coordination	1,964.17			0.00	0.0	1,964.17
Task 6 - Special Coordination	9,155.39		2,288.85	2,288.85	25.0	6,866.54
Task 7 - Geo Laboratory/Sub	20,000.00			0.00	0.0	20,000.00
Task 8 - Route & Design Studies	12,940.08		8,411.05	8,411.05	65.0	4,529.03
Task 9 - Utility Adjustment	65,450.90		26,180.36	26,180.36	40.0	39,270.54
Task 10- Field Survey	9,061.58			0.00	0.0	9,061.58
FC 161 - Drainage	85,719.98			0.00	0.0	85,719.98
TOTALS:	310,893.87	0.00	102,011.62	102,011.62	32.8	208,882.25

ORIGINAL CONTRACT SUM \$ 998,837.67
 CHANGE BY CHANGE ORDER \$ 310,893.87
 CONTRACT SUM TO DATE \$ 1,309,731.54
 TOTAL COMPLETED TO DATE \$ 661,245.43
 LESS PREVIOUS INVOICES \$ 559,233.81

CURRENT PAYMENT DUE

\$ 102,011.62

Behring Badon Zama
 PROJECT MANAGER SIGNATURE

11/13/2012
Loop Account # 280003609
Pay Only



November 7, 2012

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

RE: Work Authorization #1 on SH365/TCC Segment #1 - Invoice #11324296

Dear Mr. Jones,

Attached for your review and approval is our invoice for the services rendered during the month of October 2012 on the subject referenced project. All working files have been electronically uploaded to the PM's FTP Site in a folder named "L&G Upload 11-7-12".

The following is attached:

- L & G's Invoice #11324296
- SH 365 Segment 1 Schematic with section from FM 1016 to Anzalduas Connector
- SH 365 Initial Utility letters (FM 1016 to Anzalduas Connector)

TASK		% COMPL
TASK #2 – Schematics (4 Lane Facility)	L&G	85%
No Update – (See Progress Report Dated 10-3-12)		
SUPPLEMENTAL #1 - TASK #2 – Schematics (4 Lane Facility)	L&G	65%
Updated – L&G has developed the new 4-lane schematic from FM 1016 to the Anzalduas Connector as required and added the section to the previous schematic from Anzalduas to the McColl Road underpass. All known utilities have also been added and the proposed outfalls indicated.		
TASK #5 – Pavement Design (Entire Project Limits)	L&G	35%
No Update – (See Progress Report Dated 10-3-12)		
TASK #6 – Special Coordination & Tasks	L&G	50%
No Update – (See Progress Report Dated 10-3-12)		
SUPPLEMENTAL #1 - TASK #6 – Special Coordination & Tasks	L&G	25%
Updated - L&G has coordinated an effort and made two presentations to the Mission Redevelopment Authority (MRA) on the limits and project scope of the piece of SH365 from FM1016 to the Anzalduas Connector. We have continued to meet with the project PM on various aspects of the project for its amended limits.		


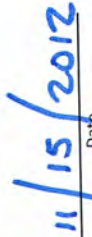
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PAYMENT SUMMARY

TEDSI - SH 365 Segment 3
\$1,430,733.00 Maximum payable fee

Maximum fee minus approved WA \$1,287,997.94

	Invoice Date			
	8/23/2012	9/28/2012	10/19/2012	
Approved WA				
Amount				
WA#1	\$142,735.06	\$28,547.01	\$14,273.15	
			<u>\$14,273.15</u>	
			Amount Approved for Payment	

WA	WA
Total Billed	Balance
\$71,367.17	\$71,367.89

Approved for Payment
Loop Account # 280003609

Prepared by:
P. Rodriguez, PE
Tx PE #85,567
11/15/2012

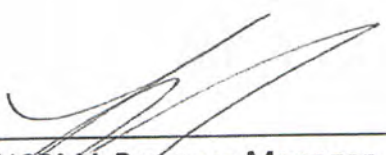


HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

REQUEST FOR RECOMMENDATION ON PAYMENT

To: Dannenbaum Engineering
Attn: Louis Jones, HCRMA Project Manager
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

Month and Year	September 2012
Contractor	Tedsi
Project/WA	SH 365/WA #1
Invoice #	20121326
Amount	\$14,273.51
Date Sent	10/29/2012

Date Received	
Received by	
Recommendation:	<input checked="checked" type="checkbox"/> Approval <input type="checkbox"/> Disapproval
Comments (if any):	<p>Approved for Payment P. J. 11/15/2012</p>
 Louis Jones, HCRMA Program Manager	Date <u>11/15/12</u>

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

**TEDSI INFRASTRUCTURE GROUP****TEDSI**
TSPF-1040**Consulting Engineers**
1201 East Expressway 83 • Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

October 19, 2012

Project No: 2012-1115-01

Invoice No: 20121326

Ms. Pilar Rodriguez
Hidalgo County Regional Mobility Authority
P. O. Box 1766
Pharr, TX 78577

Project 2012-1115-01 HCRMA SH 365 Segment 3 at US 281 Military Highway

Limits of Proposed Work:

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

Professional Services from September 01, 2012 to September 30, 2012**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Route & Design Studies (FC 110)	140,615.06	50.00	70,307.53	56,246.02	14,061.51
Direct Expenses	2,120.00	50.00	1,060.00	848.00	212.00
Total Fee	142,735.06		71,367.53	57,094.02	14,273.51
Total Fee					14,273.51
Billing Summary		Current	Prior	To-Date	
Total Billings		14,273.51	57,094.02	71,367.53	
Total Fee				142,735.06	
Remaining Fee				71,367.53	

Total this Invoice

\$14,273.51**Outstanding Invoices**

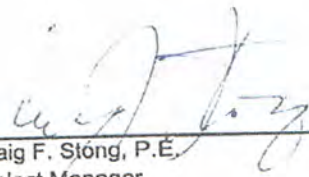
Number	Date	Balance
20121277	9/28/2012	28,547.01
Total		28,547.01

Total Now Due

\$42,820.52

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

Authorized By:


 Craig F. Strong, P.E.
 Project Manager

Date:

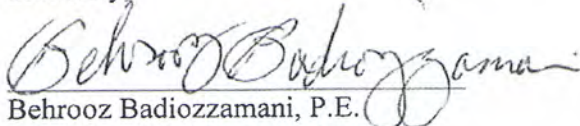
10/19/12

 11/15/2012
 Loop Account #
 280003609

TASK #7 – Geotechnical Drilling & Testing	L&G Lab	20%
No Update – (See Progress Report Dated 10-3-12)		
TASK #8 – Route & Design Studies	L&G	85%
No Update – (See Progress Report Dated 10-3-12)		
SUPPLEMENTAL #1 - TASK #8 – Route & Design Studies	L&G	65%
Updated - L&G has coordinated a meeting with the PM and HCDD#1 to determine the required coordination needed on the various outfalls being used by the SH 365 project. The criteria for the cross culverts has also been vetted and discussed with HCDD#1 as well as the hydrologic studies needed for each area. The alignment of the amended piece of the SH365 project from FM1016 to the Anzalduas Connector has been evaluated and is being proposed so as to minimize impact on affected property owners. The need for the roadway elevation to stay above the 100-yr frequency was discussed for the areas east of 23 rd street.		
TASK #9 – Utility Adjustments	L&G	50%
No Update – (See Progress Report Dated 10-3-12)		
SUPPLEMENTAL #1 - TASK #9 – Utility Adjustments	L&G	40%
Updated - L&G performed an initial site investigation to determine the affected utilities within the proposed corridor extension between FM1016 and SH396. A new Utility Matrix reflecting these companies was created and added to the project folder. Each affected utility was sent and Updated Project Advisory Letter, which explained the extension of the project limits from SH396, west to FM1016, and requested available information on existing facilities. L&G has met with several companies and irrigation districts to identify the existing utility locations. An updated Utility Schematic was created and sent to all utilities to verify the locations identified on the map. Coordination is ongoing to determine exact locations, easement verification, and compensability of all utilities within the project limits.		
FC161 - Drainage	L&G	50%
No Update – (See Progress Report Dated 10-3-12)		

Should you have any questions regarding this submittal or would like clarification on any aspect of the project, please do not hesitate to call me at (956) 583-7117.

Sincerely,



Behrooz Badiozzamani, P.E.
Executive VP / Project Manager
L&G Engineering



TUGGEY FERNANDEZ LLP

SAN ANTONIO

3707 N. St. Mary's St., Suite 200 • San Antonio, TX 78212
Tel 210.538.9933 • Fax 888.330.7890 • www.tuggeyllp.com

November 9, 2012

Mr. Pilar Rodriguez
Executive Director
Hidalgo County Regional Mobility Authority
118 S. Cage Blvd, 4th Floor
Pharr, Texas 78577

Re: Legal Services

Dear Mr. Rodriguez:

On behalf of Tuggey Fernandez LLP, I want to thank you for your confidence in our firm to represent you in the above referenced matter.

Enclosed you will find our invoices for legal services rendered and disbursements incurred on your behalf through October 31, 2012. Separate invoices for your general matters (\$598.50), Travel (\$360.52) and project matters (\$9,291.00) are attached.

If you have any questions regarding this invoice, please do not hesitate to contact me at (210) 538-9935 or bfernandez@tuggeyllp.com.

Very truly yours,

Blakely L. Fernandez

Enclosure

copy: File

cc: Flor Koll via email fkoll@hcrma.net

This Page
Intentionally
Left Blank

Item 2C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2C </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 11/21/12 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 11/09/12 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF THE FINANCIAL REPORT FOR THE MONTH OF SEPTEMBER 2012**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of financial report for the month of September 2012.
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:
5. Staff Recommendation: **Motion to approve the Financial Report for the Month of September 2012 as presented.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Executive Director's Recommendation: X Approved Disapproved None



ACCOUNTANT'S COMPILATION REPORT

To the Board of Directors
Hidalgo County Regional Mobility Authority
Weslaco, TX

We have compiled the accompanying Statement of Net Assets of Hidalgo County Regional Mobility Authority (a governmental authority) and the related Statement of Activities (accrual basis) and the Statement of Revenues, Expenditures and Changes in Fund Balances (modified accrual basis) as of and for the nine months ended September 30, 2012. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Authority's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Also, management has not presented the statement of cash flows, management's discussion and analysis information or the budgetary comparison supplementary information that the Governmental Accounting Standards Board has determined is required to supplement, although not required to be a part of, the basic financial statements.

We are not independent with respect to Hidalgo County Regional Mobility Authority.

Salinas, Allen & Schmitt, LLP
Salinas, Allen & Schmitt, L.L.P.

November 15, 2012

...providing support and solutions to problems

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY
STATEMENT OF NET ASSETS
SEPTEMBER 30, 2012**

ASSETS

Cash - Unrestricted	\$ 133,792.52
Cash - Restricted	5,809,541.96
Office Equipment, net	9,289.20
Accounts Receivable - VR Fees	361,260.00
Debt Issuance Cost	131,158.12
Capital Assets Not Being Depreciated	<u>28,936,863.30</u>
TOTAL ASSETS	<u>\$ 35,381,905.10</u>

LIABILITIES AND NET ASSETS

LIABILITIES

Due to LRGVDC	\$ 1,027.86
Accrued Interest	93,239.13
Note Payable - Hidalgo County	200,000.00
Note Payable - First National Bank	<u>12,237,682.21</u>
Total Liabilities	<u>12,531,949.20</u>

NET ASSETS

Investment in Capital Assets, Net of Related Debt	16,839,628.41
Restricted for:	
Debt Service	152,763.00
Loop Project	5,786,757.88
Unrestricted	<u>70,806.61</u>
Total Net Assets	<u>22,849,955.90</u>

TOTAL LIABILITIES AND NET ASSETS	<u>\$ 35,381,905.10</u>
---	--------------------------------

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
STATEMENT OF ACTIVITIES
NINE MONTHS ENDED SEPTEMBER 30, 2012

	Function/Program		
	Administration	Capital Projects	Total Combined
EXPENSES:			
Loop Project:			
Administrative	\$ 2.35	\$ -	\$ 2.35
Dues & Subscriptions	10.00	-	10.00
Postage & Delivery	10.62	-	10.62
MPO Wages & Benefits	1,166.98	-	1,166.98
Insurance & Bonding	129.09	-	129.09
Meals & Entertainment	4.24	-	4.24
Travel	107.05	-	107.05
Printing & Publications	17.86	-	17.86
Wages	3.33	-	3.33
Bank Service Charges	0.20	-	0.20
Accounting Fees	117.00	-	117.00
Legal & Professional	363.48	-	363.48
Office Supplies	62.01	-	62.01
Rental Expense	47.04	-	47.04
Repairs & Maintenance	4.92	-	4.92
Utilities	3.20	-	3.20
Telephone	18.95	-	18.95
Miscellaneous	5.59	-	5.59
Total Expenses	2,073.91	-	2,073.91
PROGRAM REVENUES:			
Operating Grants:			
Local Contributions	-	55,697.20	55,697.20
Vehicle Registration Fees	-	4,159,300.00	4,159,300.00
CHANGE IN NET ASSETS	(2,073.91)	4,214,997.20	4,212,923.29
Net Assets, January 1, 2012	40,605.30	18,596,524.69	18,637,129.99
NET ASSETS, SEPTEMBER 30, 2012	<u>\$ 38,531.39</u>	<u>\$ 22,811,521.89</u>	<u>\$ 22,850,053.28</u>

See accountant's compilation report.

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES
(MODIFIED ACCRUAL)
AS OF SEPTEMBER 30, 2012**

	<u>General Operating Fund</u>	<u>Loop Project Fund</u>	<u>Capital Projects Vehicle Registration Fund</u>	<u>Debt Service Fund</u>	<u>Total Combined</u>
REVENUES:					
Local Contributions	\$ 0.00	\$ 55,697.20	\$ 0.00	\$ 0.00	\$ 55,697.20
Vehicle Registration Fees	<u>0.00</u>	<u>0.00</u>	<u>4,159,300.00</u>	<u>0.00</u>	<u>4,159,300.00</u>
Total Revenues	<u>0.00</u>	<u>55,697.20</u>	<u>4,159,300.00</u>	<u>0.00</u>	<u>4,214,997.20</u>
EXPENDITURES:					
Administrative	140,161.90	15,811.93	0.00	0.00	155,973.83
Accounting Fees	11,700.00	15,000.00	0.00	0.00	26,700.00
Consulting & Engineering	0.00	2,538,677.20	0.00	0.00	2,538,677.20
Insurance & Bonding	12,908.66	0.00	854.20	0.00	13,762.86
Interest Expense	0.00	12,750.03	0.00	333,290.14	346,040.17
Legal & Professional	36,347.60	141,859.51	0.00	0.00	178,207.11
Loop Project	0.00	59,891.25	0.00	0.00	59,891.25
Meals & Entertainment	424.37	0.00	0.00	0.00	424.37
Rental Expense	4,703.72	0.00	0.00	0.00	4,703.72
Repairs & Maintenance	492.47	0.00	0.00	0.00	492.47
Wages	<u>332.66</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>332.66</u>
Total Expenditures	<u>207,071.38</u>	<u>2,783,989.92</u>	<u>854.20</u>	<u>333,290.14</u>	<u>3,325,205.64</u>
NET REVENUES	<u>(207,071.38)</u>	<u>(2,728,292.72)</u>	<u>4,158,445.80</u>	<u>(333,290.14)</u>	<u>889,791.56</u>
OTHER FINANCING SOURCES (USES)					
Transfers In (Out)	<u>0.00</u>	<u>1,000,000.00</u>	<u>(2,335,123.18)</u>	<u>1,335,123.18</u>	<u>0.00</u>
Total Other Financing Sources (Uses)	<u>0.00</u>	<u>1,000,000.00</u>	<u>(2,335,123.18)</u>	<u>1,335,123.18</u>	<u>0.00</u>
NET CHANGE IN FUND BALANCE	<u>\$ (207,071.38)</u>	<u>\$ (1,728,292.72)</u>	<u>\$ 1,823,322.62</u>	<u>\$ 1,001,833.04</u>	<u>\$ 889,791.56</u>

See accountant's compilation report.

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES
FOR THE ONE MONTH ENDED SEPTEMBER 30, 2012**

	<u>General Operating Fund</u>	<u>Capital Projects Loop Project Fund</u>	<u>Vehicle Registration Fund</u>	<u>Debt Service Fund</u>	<u>Total Combined</u>
REVENUES:					
Vehicle Registration Fees	\$ 0.00	\$ 0.00	\$ 361,260.00	\$ 0.00	\$ 361,260.00
Total Revenues	0.00	0.00	361,260.00	0.00	361,260.00
EXPENDITURES:					
Administrative	9,627.99	0.00	0.00	0.00	9,627.99
Accounting Fees	1,700.00	0.00	0.00	0.00	1,700.00
Consulting & Engineering	0.00	532,680.67	0.00	0.00	532,680.67
Insurance & Bonding	0.00	0.00	854.20	0.00	854.20
Interest Expense	0.00	1,416.67	0.00	52,007.21	53,423.88
Legal & Professional	2,964.00	6,533.50	0.00	0.00	9,497.50
Rental Expense	3,405.02	0.00	0.00	0.00	3,405.02
Wages	134.06	0.00	0.00	0.00	134.06
Total Expenditures	<u>17,831.07</u>	<u>540,630.84</u>	<u>854.20</u>	<u>52,007.21</u>	<u>611,323.32</u>
NET REVENUES	(17,831.07)	(540,630.84)	360,405.80	(52,007.21)	(250,063.32)
OTHER FINANCING SOURCES (USES)					
Transfers In (Out)	<u>0.00</u>	<u>500,000.00</u>	<u>351,652.98</u>	<u>148,347.02</u>	<u>0.00</u>
Total Other Financing Sources (Uses)	0.00	500,000.00	351,652.98	148,347.02	0.00
NET CHANGE IN FUND BALANCE	<u>(17,831.07)</u>	<u>(40,630.84)</u>	<u>712,058.78</u>	<u>96,339.81</u>	<u>(250,063.32)</u>

See accountant's compilation report

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
September 2012 General Ledger Transactions

<u>Date</u>	<u>Reference T</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Current Amount</u>	<u>Period End Amount</u>	<u>YTD Balance</u>
11010.000 FNB-General Operating			151,870.97			
09/07/12	2.0	Call Center Fee- Return Mail		(10.00)		
09/13/12	1	Cash Disbursements		(18,058.45)		
09/20/12	2.1	Call Center Fee- Return Mail		(10.00)		
			September	(18,078.45)	133,792.52	
				(18,078.45)		133,792.52
11120.000 Due from LRGVDC			(1,027.86)	0.00		(1,027.86)
11140.000 Interfund Receivables			120,427.89			
09/30/12	7.9 J	To record interfund accounts for September allocations		17,801.26		
			September	17,801.26	138,229.15	
				17,801.26		138,229.15
11200.000 Equipment			3,394.72	0.00		3,394.72
11210.000 Furniture & Fixtures			3,425.84	0.00		3,425.84
11220.000 Computer equipment/software			3,185.33	0.00		3,185.33
11230.000 Accumulated Depreciation			(716.69)	0.00		(716.69)
12135.000 Interfund Payables			(187.20)	0.00		(187.20)
12140.000 Note Payable-Hidalgo Co			(200,000.00)	0.00		(200,000.00)
14000.000 Fund Balance			(40,605.30)	0.00		(40,605.30)
16070.000 Administrative			235.00	0.00		235.00
16100.000 Dues & Subscriptions			1,000.00	0.00		1,000.00
16110.000 Postage & Delivery			783.16			
09/13/12	10370 V	A Fast Delivery		203.75		
09/13/12	10371 V	A Fast Delivery		75.25		

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
September 2012 General Ledger Transactions

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
16110.000 Postage & Delivery (cont.)							
				September	<u>279.00</u>	1,062.16	
					<u>279.00</u>		1,062.16
16200.000 MPO Wages & Benefits				107,369.45			
09/13/12	10372	V	City of McAllen		<u>9,328.99</u>		
				September	<u>9,328.99</u>	116,698.44	
					<u>9,328.99</u>		116,698.44
16220.000 Insurance & Bonding				12,908.66			
					<u>0.00</u>		12,908.66
16300.000 Meals & Entertainment				424.37			
					<u>0.00</u>		424.37
16600.000 Travel				10,705.16			
					<u>0.00</u>		10,705.16
16620.000 Printing & Publications				1,785.83			
					<u>0.00</u>		1,785.83
17000.000 Wages				198.60			
09/13/12	10377	V	One Stop Staffing		<u>134.06</u>		
				September	<u>134.06</u>	332.66	
					<u>134.06</u>		332.66
17030.000 Bank Service Charges				0.00			
09/07/12	2.0		Call Center Fee- Return Mail		<u>10.00</u>		
09/20/12	2.1		Call Center Fee- Return Mail		<u>10.00</u>		
				September	<u>20.00</u>	20.00	
					<u>20.00</u>		20.00
17050.000 Accounting Fees				10,000.00			
09/13/12	10379	V	Salinas Allen & Schmitt		<u>850.00</u>		
09/13/12	10380	V	Salinas Allen & Schmitt		<u>850.00</u>		
				September	<u>1,700.00</u>	11,700.00	
					<u>1,700.00</u>		11,700.00
17100.000 Legal & Professional				33,383.60			
09/13/12	10381	V	Tuggey Fernandez, LLP		<u>2,964.00</u>		
				September	<u>2,964.00</u>	36,347.60	
					<u>2,964.00</u>		36,347.60
17140.000 Office Supplies				6,201.25			

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
September 2012 General Ledger Transactions

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
17140.000 Office Supplies (cont.)							
					0.00		6,201.25
17150.000 Rental Expense				1,298.70			
09/13/12	10373	V	City of Pharr		1,000.00		
09/13/12	10374	V	City of Pharr		1,000.00		
09/13/12	10375	V	City of Pharr		1,000.00		
09/13/12	10382	V	Wells Fargo		405.02		
				September	3,405.02	4,703.72	
					3,405.02		4,703.72
17170.000 Repairs & Maintenance				492.47			
					0.00		492.47
17210.000 Utilities				170.00			
09/13/12	10378	V	Pena Designs		150.00		
				September	150.00	320.00	
					150.00		320.00
17220.000 Telephone				1,895.08			
					0.00		1,895.08
17310.000 Miscellaneous				558.98			
					0.00		558.98
21020.000 FNB-Loop Project				482,113.67			
09/13/12	1		Cash Disbursements		(534,989.17)		
09/21/12	2.2		To record bank deposit form VR		500,000.00		
09/24/12	1		Cash Disbursements		(4,225.00)		
				September	(39,214.17)	442,899.50	
					(39,214.17)		442,899.50
21150.000 Debt Issuance Cost				131,158.12			
					0.00		131,158.12
21180.000 Loop Project				25,610,420.82			
					0.00		25,610,420.82
22135.000 Interfund Payables				(124,077.43)			
09/30/12	7.9	J	To record interfund accounts for September allocations		(17,801.26)		
09/30/12	8.9	J	To reclass interfund payables to proper account		3,649.54		
				September	(14,151.72)	(138,229.15)	
					(14,151.72)		(138,229.15)

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
September 2012 General Ledger Transactions

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
	22145.000		Accrued Expenses	0.00			
					0.00		0.00
	22146.000		Accrued Interest	(91,822.46)			
09/30/12	3.9	J	To accrue interest on Hidalgo County note		(1,416.67)		
				September	(1,416.67)	(93,239.13)	
					(1,416.67)		(93,239.13)
	22150.000		Note Payable - FNB	(12,334,022.02)			
09/30/12	4.9	J	To reclassify principal portion of FNB note payment in August		96,339.81		
				September	96,339.81	(12,237,682.21)	
					96,339.81		(12,237,682.21)
	23000.000		Bank Transfers	(1,500,000.00)			
09/13/12	10075	V	HCRMA		500,000.00		
				September	500,000.00	(1,000,000.00)	
					500,000.00		(1,000,000.00)
	24000.000		Fund Balance	(15,165,931.74)			
					0.00		(15,165,931.74)
	25010.000		Local Contributions	(55,697.20)			
					0.00		(55,697.20)
	26100.000		Dues & Subscriptions	15,000.00			
					0.00		15,000.00
	26600.000		Travel	811.93			
					0.00		811.93
	27050.000		Accounting Fees	15,000.00			
					0.00		15,000.00
	27100.000		Legal & Professional	135,326.01			
09/13/12	10392	V	Tuggey Fernandez, LLP		2,308.50		
09/24/12	10393	V	DANIEL G. RIOS		4,225.00		
				September	6,533.50	141,859.51	
					6,533.50		141,859.51
	27110.000		Loop Project	59,891.25			
					0.00		59,891.25
	27320.000		Interest Expense	11,333.36			
09/30/12	3.9	J	To accrue interest on Hidalgo County note		1,416.67		

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
September 2012 General Ledger Transactions

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
27320.000 Interest Expense (cont.)							
				September	1,416.67	12,750.03	
					<u>1,416.67</u>		12,750.03
28000.000 Consulting & Engineering				2,005,996.53			
09/13/12	10383	V	Atkins- IBTC		12,995.16		
09/13/12	10384	V	Atkins- IBTC		7,173.29		
09/13/12	10386	V	Dannenbaum		141,658.89		
09/13/12	10387	V	First Southwest		24,865.40		
09/13/12	10388	V	First Southwest		41,935.40		
09/13/12	10389	V	L&G Consulting Engineers, Inc		108,063.46		
09/13/12	10390	V	S&B Infrastructure, LTD		167,442.06		
09/13/12	10391	V	Teds		28,547.01		
				September	532,680.67	2,538,677.20	
					<u>532,680.67</u>		2,538,677.20
31030.000 FNB-Vehicle Registration				5,383,988.57			
09/13/12	1		Cash Disbursements		(148,347.02)		
09/13/12	1		Cash Disbursements		(500,000.00)		
09/21/12	36		To record income from County to VR		479,560.00		
09/21/12	36		To record credit for TWC Time		161.73		
09/30/12	2.3		To record misc debits for Sept		(1,483.82)		
				September	(170,109.11)	5,213,879.46	
					<u>(170,109.11)</u>		5,213,879.46
31120.000 Due from LRGVDC				0.00			
09/13/12	10376	V	LRGVDC		97.38		
				September	97.38	97.38	
					<u>97.38</u>		97.38
31130.000 Accounts Receivable - VR Fees				479,560.00			
09/30/12	1.9	J	To reverse VR fees accrued in August		(479,560.00)		
09/30/12	2.9	J	To accrue VR fees for September		361,260.00		
				September	(118,300.00)	361,260.00	
					<u>(118,300.00)</u>		361,260.00
31140.000 Interfund Receivables				187.20			
					<u>0.00</u>		187.20
32135.000 Interfund Payables				3,649.54			
09/30/12	8.9	J	To reclass interfund payables to proper account		(3,649.54)		
				September	(3,649.54)	0.00	
					<u>(3,649.54)</u>		0.00
33000.000 Bank Transfers				2,686,776.16			
09/13/12	10074	V	HCRMA		148,347.02		

HIDALGO CO. REGIONAL MOBILITY AUTHORITY

September 2012 General Ledger Transactions

Date	Reference T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
33000.000 Bank Transfers (cont.)						
09/21/12	2.2	To record bank deposit form VR		(500,000.00)		
			September	(351,652.98)	2,335,123.18	
				<u>(351,652.98)</u>		2,335,123.18
34000.000 Fund Balance			(535,892.02)	<u>0.00</u>		(535,892.02)
35040.000 Vehicle Registration Fees			(3,798,040.00)			
09/21/12	36	To record income from County to VR		(479,560.00)		
09/30/12	1.9 J	To reverse VR fees accrued in August		479,560.00		
09/30/12	2.9 J	To accrue VR fees for September		(361,260.00)		
			September	(361,260.00)	(4,159,300.00)	
				<u>(361,260.00)</u>		(4,159,300.00)
36200.000 MPO Wages & Benefits			0.00			
09/21/12	36	To record credit to VR for Sept		(16.00)		
			September	(16.00)	(16.00)	
				<u>(16.00)</u>		(16.00)
36220.000 Insurance & Bonding			0.00			
09/30/12	2.3	To record misc debits for Sept		854.20		
			September	854.20	854.20	
				<u>854.20</u>		854.20
36600.000 Travel			2,462.86			
09/30/12	2.3	To record misc debits for Sept		429.33		
			September	429.33	2,892.19	
				<u>429.33</u>		2,892.19
37140.000 Office Supplies			0.00			
09/21/12	36	To record credit for TWC Time		(129.73)		
09/21/12	36	To record credit to VR for Sept		(16.00)		
09/30/12	2.3	To record misc debits for Sept		200.29		
			September	54.56	54.56	
				<u>54.56</u>		54.56
37220.000 Telephone			60.00	<u>0.00</u>		60.00
41040.000 FNB- Debt Service Account			152,763.00			
09/13/12	1	Cash Disbursements		(148,347.02)		
09/21/12	36	To record transfer from Vehicle Registration		148,347.02		
			September	0.00	152,763.00	
				<u>0.00</u>		152,763.00

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
September 2012 General Ledger Transactions

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
43000.000 Bank Transfers				(1,186,776.16)			
09/21/12	36		To record transfer from Vehicle Registration		(148,347.02)		
				September	(148,347.02)	(1,335,123.18)	
					(148,347.02)		(1,335,123.18)
44000.000 Fund Balance				(2,894,700.93)	0.00		(2,894,700.93)
47320.000 Interest Expense				281,282.93			
09/13/12	10045	V	First National Bank		148,347.02		
09/30/12	4.9	J	To reclassify principal portion of FNB note payment in August		(96,339.81)		
				September	52,007.21	333,290.14	
					52,007.21		333,290.14
Range of Periods Specified:				Total Profit/(Loss)	(250,681.21)		
Number of Transactions				62	The General Ledger is in balance		0.00

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
September 2012 Trial Balance (Cash Basis)

General Operating Fund		9 Months Ended	
Account	T	Account Description	Sep 30, 2012
11010.000	A	FNB-General Operating	133,792.52
11020.000	A	FNB-Loop Project	0.00
11030.000	A	FNB-Vehicle Registration	0.00
11040.000	A	FNB- Debt Service Account	0.00
11100.000	A	Returned Checks	0.00
11120.000	A	Due from LRGVDC	(1,027.86)
11130.000	A	Accounts Receivable - VR Fees	0.00
11140.000	A	Interfund Receivables	138,229.15
11180.000	A	Loop Project	0.00
11190.000	A	Land	0.00
11200.000	A	Equipment	3,394.72
11210.000	A	Furniture & Fixtures	3,425.84
11220.000	A	Computer equipment/software	3,185.33
11230.000	A	Accumulated Depreciation	(716.69)
12120.000	L	FICA & WH Payable	0.00
12130.000	L	FUTA Tax Payable	0.00
12135.000	L	Interfund Payables	(187.20)
12140.000	L	Note Payable-Hidalgo Co	(200,000.00)
12145.000	L	Accrued Expenses	0.00
12146.000	L	Accrued Interest	0.00
12150.000	L	Note Payable - FNB	0.00
13000.000	R	Bank Transfers	0.00
14000.000	L	Fund Balance	(40,605.30)
15000.000	R	Local Contributions-Special	0.00
15010.000	R	Local Contributions	0.00
15020.000	R	Local Contribution Loan	0.00
15030.000	R	FNB Line of Credit	0.00
15040.000	R	Vehicle Registration Fees	0.00
15050.000	R	Revenue 6	0.00
15060.000	R	Interest Income	0.00
16070.000	E	Administrative	235.00
16080.000	E	Construction	0.00
16100.000	E	Dues & Subscriptions	1,000.00
16110.000	E	Postage & Delivery	1,062.16
16120.000	E	MPO Indirect Costs	0.00
16200.000	E	MPO Wages & Benefits	116,698.44
16210.000	E	Insurance-Health	0.00
16220.000	E	Insurance & Bonding	12,908.66
16300.000	E	Meals & Entertainment	424.37
16400.000	E	Advertising	0.00
16500.000	E	Training	0.00
16600.000	E	Travel	10,705.16
16610.000	E	Travel- Out of Region/State	0.00
16620.000	E	Printing & Publications	1,785.83
17000.000	E	Wages	332.66
17030.000	E	Bank Service Charges	20.00
17050.000	E	Accounting Fees	11,700.00
17100.000	E	Legal & Professional	36,347.60
17110.000	E	Loop Project	0.00
17120.000	E	Financial Consulting Fees	0.00
17130.000	E	Loan Advance Fees	0.00
17140.000	E	Office Supplies	6,201.25
17150.000	E	Rental Expense	4,703.72
17170.000	E	Repairs & Maintenance	492.47
17180.000	E	Permits & License	0.00
17190.000	E	Depreciation	0.00
17210.000	E	Utilities	320.00
17220.000	E	Telephone	1,895.08
17250.000	E	Payroll Taxes	0.00
17260.000	E	Property Taxes	0.00
17270.000	E	Penalty Fees	0.00
17310.000	E	Miscellaneous	558.98
17320.000	E	Interest Expense	0.00
17360.000	E	Suspense	0.00
18000.000	E	Consulting & Engineering	0.00
19990.000	E	Undistributed	0.00
		Total	<u>246,881.89</u>

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
September 2012 Trial Balance (Cash Basis)

General Operating Fund				9 Months Ended
Account	T	Account Description		Sep 30, 2012
		Period Profit/(Loss)		<u>(207,391.38)</u>

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
September 2012 Trial Balance (Cash Basis)

Loop Project Fund		Account Description	9 Months Ended
Account	T		Sep 30, 2012
21010.000	A	FNB-General Operating	0.00
21020.000	A	FNB-Loop Project	442,899.50
21030.000	A	FNB-Vehicle Registration	0.00
21040.000	A	FNB- Debt Service Account	0.00
21100.000	A	Returned Checks	0.00
21120.000	A	Due from LRGVDC	0.00
21130.000	A	Accounts Receivable - VR Fees	0.00
21140.000	A	Interfund Receivables	0.00
21150.000	A	Debt Issuance Cost	131,158.12
21180.000	A	Loop Project	25,610,420.82
21190.000	A	Land	0.00
21200.000	A	Equipment	0.00
21210.000	A	Furniture & Fixtures	0.00
21220.000	A	Computer equipment/software	0.00
21230.000	A	Accumulated Depreciation	0.00
22120.000	L	FICA & WH Payable	0.00
22130.000	L	FUTA Tax Payable	0.00
22135.000	L	Interfund Payables	(138,229.15)
22140.000	L	Note Payable-Hidalgo Co	0.00
22145.000	L	Accrued Expenses	0.00
22146.000	L	Accrued Interest	(93,239.13)
22150.000	L	Note Payable - FNB	(12,237,682.21)
23000.000	R	Bank Transfers	(1,000,000.00)
24000.000	L	Fund Balance	(15,165,931.74)
25000.000	R	Local Contributions-Special	0.00
25010.000	R	Local Contributions	(55,697.20)
25020.000	R	Local Contribution Loan	0.00
25030.000	R	FNB Line of Credit	0.00
25040.000	R	Vehicle Registration Fees	0.00
25050.000	R	Revenue 6	0.00
25060.000	R	Interest Income	0.00
26070.000	E	Administrative	0.00
26080.000	E	Construction	0.00
26100.000	E	Dues & Subscriptions	15,000.00
26110.000	E	Postage & Delivery	0.00
26120.000	E	MPO Indirect Costs	0.00
26200.000	E	MPO Wages & Benefits	0.00
26210.000	E	Insurance-Health	0.00
26220.000	E	Insurance & Bonding	0.00
26300.000	E	Meals & Entertainment	0.00
26400.000	E	Advertising	0.00
26500.000	E	Training	0.00
26600.000	E	Travel	811.93
26610.000	E	Travel- Out of Region/State	0.00
26620.000	E	Printing & Publications	0.00
27000.000	E	Wages	0.00
27030.000	E	Bank Service Charges	0.00
27050.000	E	Accounting Fees	15,000.00
27100.000	E	Legal & Professional	141,859.51
27110.000	E	Loop Project	59,891.25
27120.000	E	Financial Consulting Fees	0.00
27130.000	E	Loan Advance Fees	0.00
27140.000	E	Office Supplies	0.00
27150.000	E	Rental Expense	0.00
27170.000	E	Repairs & Maintenance	0.00
27180.000	E	Permits & License	0.00
27190.000	E	Depreciation	0.00
27195.000	E	Amortization Expense	0.00
27210.000	E	Utilities	0.00
27220.000	E	Telephone	0.00
27250.000	E	Payroll Taxes	0.00
27260.000	E	Property Taxes	0.00
27270.000	E	Penalty Fees	0.00
27310.000	E	Miscellaneous	0.00
27320.000	E	Interest Expense	12,750.03
27360.000	E	Suspense	0.00
28000.000	E	Consulting & Engineering	2,538,677.20
29990.000	E	Undistributed	0.00
		Total	277,688.93

Year: 2012
Basis: Adjusted

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
September 2012 Trial Balance (Cash Basis)

170407CASH
Page 4

Loop Project Fund		Account Description	9 Months Ended
Account	T		Sep 30, 2012
Period Profit/(Loss)			<u>(1,728,292.72)</u>

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
September 2012 Trial Balance (Cash Basis)

Vehicle Registration Fund			9 Months Ended
Account	T	Account Description	Sep 30, 2012
31010.000	A	FNB-General Operating	0.00
31020.000	A	FNB-Loop Project	0.00
31030.000	A	FNB-Vehicle Registration	5,213,879.46
31040.000	A	FNB- Debt Service Account	0.00
31100.000	A	Returned Checks	0.00
31120.000	A	Due from LRGVDC	97.38
31130.000	A	Accounts Receivable - VR Fees	361,260.00
31140.000	A	Interfund Receivables	187.20
31180.000	A	Loop Project	0.00
31190.000	A	Land	0.00
31200.000	A	Equipment	0.00
31210.000	A	Furniture & Fixtures	0.00
31220.000	A	Computer equipment/software	0.00
31230.000	A	Accumulated Depreciation	0.00
32120.000	L	FICA & WH Payable	0.00
32130.000	L	FUTA Tax Payable	0.00
32135.000	L	Interfund Payables	0.00
32140.000	L	Note Payable-Hidalgo Co	0.00
32145.000	L	Accrued Expenses	0.00
32146.000	L	Accrued Interest	0.00
32150.000	L	Note Payable - FNB	0.00
33000.000	R	Bank Transfers	2,335,123.18
34000.000	L	Fund Balance	(535,892.02)
35000.000	R	Local Contributions-Special	0.00
35010.000	R	Local Contributions	0.00
35020.000	R	Local Contribution Loan	0.00
35030.000	R	FNB Line of Credit	0.00
35040.000	R	Vehicle Registration Fees	(4,159,300.00)
35050.000	R	Revenue 6	0.00
35060.000	R	Interest Income	0.00
36070.000	E	Administrative	0.00
36080.000	E	Construction	0.00
36100.000	E	Dues & Subscriptions	0.00
36110.000	E	Postage & Delivery	0.00
36120.000	E	MPO Indirect Costs	0.00
36200.000	E	MPO Wages & Benefits	(16.00)
36210.000	E	Insurance-Health	0.00
36220.000	E	Insurance & Bonding	854.20
36300.000	E	Meals & Entertainment	0.00
36400.000	E	Advertising	0.00
36500.000	E	Training	0.00
36600.000	E	Travel	2,892.19
36610.000	E	Travel- Out of Region/State	0.00
36620.000	E	Printing & Publications	0.00
37000.000	E	Wages	0.00
37030.000	E	Bank Service Charges	0.00
37050.000	E	Accounting Fees	0.00
37100.000	E	Legal & Professional	0.00
37110.000	E	Loop Project	0.00
37120.000	E	Financial Consulting Fees	0.00
37130.000	E	Loan Advance Fees	0.00
37140.000	E	Office Supplies	54.56
37150.000	E	Rental Expense	0.00
37170.000	E	Repairs & Maintenance	0.00
37180.000	E	Permits & License	0.00
37190.000	E	Depreciation	0.00
37210.000	E	Utilities	0.00
37220.000	E	Telephone	60.00
37250.000	E	Payroll Taxes	0.00
37260.000	E	Property Taxes	0.00
37270.000	E	Penalty Fees	0.00
37310.000	E	Miscellaneous	0.00
37320.000	E	Interest Expense	0.00
37360.000	E	Suspense	0.00
38000.000	E	Consulting & Engineering	0.00
39990.000	E	Undistributed	0.00
		Total	<u>3,219,200.15</u>

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
September 2012 Trial Balance (Cash Basis)

Vehicle Registration Fund			9 Months Ended
Account	T	Account Description	Sep 30, 2012
		Period Profit/(Loss)	<u>1,820,331.87</u>

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
September 2012 Trial Balance (Cash Basis)

Debt Service Fund			9 Months Ended
Account	T	Account Description	Sep 30, 2012
41010.000	A	FNB-General Operating	0.00
41020.000	A	FNB-Loop Project	0.00
41030.000	A	FNB-Vehicle Registration	0.00
41040.000	A	FNB- Debt Service Account	152,763.00
41100.000	A	Returned Checks	0.00
41120.000	A	Due from LRGVDC	0.00
41130.000	A	Accounts Receivable - VR Fees	0.00
41140.000	A	Interfund Receivables	0.00
41180.000	A	Loop Project	0.00
41190.000	A	Land	0.00
41200.000	A	Equipment	0.00
41210.000	A	Furniture & Fixtures	0.00
41220.000	A	Computer equipment/software	0.00
41230.000	A	Accumulated Depreciation	0.00
42120.000	L	FICA & WH Payable	0.00
42130.000	L	FUTA Tax Payable	0.00
42135.000	L	Interfund Payables	0.00
42140.000	L	Note Payable-Hidalgo Co	0.00
42145.000	L	Accrued Expenses	0.00
42146.000	L	Accrued Interest	0.00
42150.000	L	Note Payable - FNB	0.00
43000.000	R	Bank Transfers	(1,335,123.18)
44000.000	L	Fund Balance	(2,894,700.93)
45000.000	R	Local Contributions-Special	0.00
45010.000	R	Local Contributions	0.00
45020.000	R	Local Contribution Loan	0.00
45030.000	R	FNB Line of Credit	0.00
45040.000	R	Vehicle Registration Fees	0.00
45050.000	R	Revenue 6	0.00
45060.000	R	Interest Income	0.00
46070.000	E	Administrative	0.00
46080.000	E	Construction	0.00
46100.000	E	Dues & Subscriptions	0.00
46110.000	E	Postage & Delivery	0.00
46120.000	E	MPO Indirect Costs	0.00
46200.000	E	MPO Wages & Benefits	0.00
46210.000	E	Insurance-Health	0.00
46220.000	E	Insurance & Bonding	0.00
46300.000	E	Meals & Entertainment	0.00
46400.000	E	Advertising	0.00
46500.000	E	Training	0.00
46600.000	E	Travel	0.00
46610.000	E	Travel- Out of Region/State	0.00
46620.000	E	Printing & Publications	0.00
47000.000	E	Wages	0.00
47030.000	E	Bank Service Charges	0.00
47050.000	E	Accounting Fees	0.00
47100.000	E	Legal & Professional	0.00
47110.000	E	Loop Project	0.00
47120.000	E	Financial Consulting Fees	0.00
47130.000	E	Loan Advance Fees	0.00
47140.000	E	Office Supplies	0.00
47150.000	E	Rental Expense	0.00
47170.000	E	Repairs & Maintenance	0.00
47180.000	E	Permits & License	0.00
47190.000	E	Depreciation	0.00
47210.000	E	Utilities	0.00
47220.000	E	Telephone	0.00
47250.000	E	Payroll Taxes	0.00
47260.000	E	Property Taxes	0.00
47270.000	E	Penalty Fees	0.00
47310.000	E	Miscellaneous	0.00
47320.000	E	Interest Expense	333,290.14
47360.000	E	Suspense	0.00
48000.000	E	Consulting & Engineering	0.00
49990.000	E	Undistributed	0.00
		Total	<u>(3,743,770.97)</u>

Year: 2012
Basis: Adjusted

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
September 2012 Trial Balance (Cash Basis)

170407CASH
Page 8

Debt Service Fund			9 Months Ended
Account	T	Account Description	Sep 30, 2012
		Period Profit/(Loss)	<u>1,001,833.04</u>

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY
VENDOR ACTIVITY REPORT SEPTEMBER 2012**

Date	Reference	Account	Amount	Reference Total	Period Total
A Fast Delivery					
09/13/12	10370	16110.000	203.75	203.75	
09/13/12	10371	16110.000	75.25	75.25	279.00
				Transaction Total	<u>279.00</u>
Atkins- IBTC					
09/13/12	10383	28000.000	12,995.16	12,995.16	
09/13/12	10384	28000.000	7,173.29	7,173.29	20,168.45
				Transaction Total	<u>20,168.45</u>
City of McAllen					
09/13/12	10372	16200.000	9,328.99	9,328.99	9,328.99
				Transaction Total	<u>9,328.99</u>
City of Pharr					
09/13/12	10373	17150.000	1,000.00	1,000.00	
09/13/12	10374	17150.000	1,000.00	1,000.00	
09/13/12	10375	17150.000	1,000.00	1,000.00	3,000.00
				Transaction Total	<u>3,000.00</u>
DANIEL G. RIOS					
09/24/12	10393	27100.000	4,225.00	4,225.00	4,225.00
				Transaction Total	<u>4,225.00</u>
Dannenbaum					
09/13/12	10386	28000.000	141,658.89	141,658.89	141,658.89
				Transaction Total	<u>141,658.89</u>
First National Bank					
09/13/12	10045	47320.000	148,347.02	148,347.02	148,347.02
				Transaction Total	<u>148,347.02</u>
First Southwest					
09/13/12	10387	28000.000	24,865.40	24,865.40	
09/13/12	10388	28000.000	41,935.40	41,935.40	66,800.80
				Transaction Total	<u>66,800.80</u>

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY
VENDOR ACTIVITY REPORT SEPTEMBER 2012**

Date	Reference	Account	Amount	Reference Total	Period Total
HCRMA					
09/13/12	10074	33000.000	148,347.02	148,347.02	
09/13/12	10075	23000.000	500,000.00	500,000.00	648,347.02
				Transaction Total	<u>648,347.02</u>
L&G Consulting Engineers, Inc					
09/13/12	10389	28000.000	108,063.46	108,063.46	108,063.46
				Transaction Total	<u>108,063.46</u>
LRGVDC					
09/13/12	10376	31120.000	97.38	97.38	97.38
				Transaction Total	<u>97.38</u>
One Stop Staffing					
09/13/12	10377	17000.000	134.06	134.06	134.06
				Transaction Total	<u>134.06</u>
Pena Designs					
09/13/12	10378	17210.000	150.00	150.00	150.00
				Transaction Total	<u>150.00</u>
S&B Infrastructure, LTD					
09/13/12	10390	28000.000	167,442.06	167,442.06	167,442.06
				Transaction Total	<u>167,442.06</u>
Salinas Allen & Schmitt					
09/13/12	10379	17050.000	850.00	850.00	
09/13/12	10380	17050.000	850.00	850.00	1,700.00
				Transaction Total	<u>1,700.00</u>
TEDSI Infrastructure Gropu, Inc.					
09/13/12	10391	28000.000	28,547.01	28,547.01	28,547.01
				Transaction Total	<u>28,547.01</u>

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY
VENDOR ACTIVITY REPORT SEPTEMBER 2012**

Date	Reference	Account	Amount	Reference Total	Period Total
		Tuggey Fernandez, LLP			
09/13/12	10381	17100.000	2,964.00	2,964.00	
09/13/12	10392	27100.000	2,308.50	2,308.50	5,272.50
				Transaction Total	<u>5,272.50</u>
		Wells Fargo			
09/13/12	10382	17150.000	405.02	405.02	405.02
				Transaction Total	<u>405.02</u>

This Page
Intentionally
Left Blank

Item 2D

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2D </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 11/21/12 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 11/09/12 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2012-38 – AMENDMENT AND RESTATEMENT OF PROFESSIONAL SERVICE AGREEMENT WITH TEDSI INFRASTRUCTURE GROUP TO REVISE DBE/HUB REPORTING REQUIREMENTS**

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

Consideration and approval of an amendment to the Professional Service Agreement with TEDSI Infrastructure to revise DBE/HUB reporting requirements.

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

4. Budgeted: Yes No X N/A

Funding Source: Loop Fund

Maximum Payable Amount	\$1,430,733.00
Work Authorization 1	(<u>\$ 142,735.06</u>)
Maximum Fee Balance	\$1,287,997.94

Amount Paid to Date	\$ 57,094.02
Work Authorization 1 Balance	\$ 85,641.04

5. Staff Recommendation: **Motion to approve the amendment and restatement of the Professional Service Agreement with TEDSI Infrastructure Group to revise DBE/HUB reporting requirements with no net change to the maximum payable amount, which remains at \$1,430,733.00.**

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

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

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

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



Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: November 9, 2012

Re: **Resolution 2012-38 - Amendment and Restatement of Professional Service Agreement with TEDSI Infrastructure to Revise DBE/HUB Reporting Requirements**

At the June 20, 2012, regular meeting, the Hidalgo County Regional Mobility Authority (HCRMA) Board of Directors awarded professional engineering design services to TEDSI Infrastructure Group in the maximum payable amount of \$1,430,733. The design services awarded are to provide plans, specifications and estimates for US 281/Military Highway Overpass at SH 365 from FM 2557 (Stewart Road) to Spur 600 (Pharr Bridge). On this same date the HCRMA has awarded Work Authorization No. 1 in the amount of \$142,735.06, which included route studies, overpass schematics (4 lanes), drainage studies and utility research.

Staff is proposing to amend and restate this professional service agreement to address the following item:

- DBE/HUB – although the agreement required DBE/HUB participation, the reporting requirements were silent. The agreement has been update to require progress reporting consistent with TxDOT requirements

Additionally, on November 7, 2012, the Planning Committee recommended approval of amendment and restatement of the Professional Service Agreement with L&G Engineering as presented.

Based on review by this office, **amendment and restatement of the Professional Service Agreement with TEDSI Infrastructure, Inc. is recommended to add the DBE/HUB reporting requirement with no net increase in the maximum payable amount, which remains at \$1,430,733.00.**

Work authorization 1 also remains the same at \$142,735.06.

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

Below is a summary listing of the contracts that the PMC proposed be restated with the new contract format. Please note that in some instances the "Do Not Exceed" Contract Amount is updated to reflect changes in project limits and/or updated construction costs. The negotiated work authorization amounts ultimately determine the final contract fee.

Contractor: L&G Consulting Engineers, Inc.

Project: SH 365 Segments 0032/0034

Limits: FM 1016 (Conway Ave.) to East of McColl Road (near Sta. 986+00)

"Do Not Exceed" Contract Amount: Existing: \$5,887,542.43 | Proposed: \$5,915,101.32*

*Includes Supplemental No. 1 to work Authorization No. 1 for extension work from FM 1016 (Conway Ave.) to FM 396 (Anzalduas Highway) which was negotiated to \$310,893.87.

Key Differences between Existing and Proposed Contract:

1. New contract formatting reflects the PMC/GEC contract and includes attachments to monitor and report DBE/HUB utilization.
2. The proposed "Do Not Exceed" Contract Amount is updated to reflect changes in project limits and the calculation is based on the recent approval of advanced planning services for SH 365 Phase II from FM 1016 (Conway Ave.) to FM 396 (Anzalduas Highway). Final design scope will continue to only cover their portion of SH 365 Phase I from FM 396 (Anzalduas Highway) to east of McColl Road (near Sta 986+00).
3. Work Authorization No. 1 amount stays the same, while Supplemental No. 1 to Work Authorization No. 1 amount stays the same.
4. Actual contract fee will be negotiated and approved in each work authorization.

Contractor: S&B Infrastructure, Ltd.

Project: SH 365 Segment 0031

Limits: East of McColl Road (near Sta. 986+00) to US Military Highway

"Do Not Exceed" Contract Amount: Existing: \$4,363,952.78 | Proposed: \$4,714,339.28

Key Differences between Existing and Proposed Contract:

1. New contract formatting reflects the PMC/GEC contract and includes attachments to monitor and report DBE/HUB utilization.
2. Work Authorization No. 1 amount stays the same.
3. Actual contract fee will be negotiated and approved in each work authorization.
4. Existing contract "do not exceed" amount was based on project limits from East of McColl Road (near Sta. 986+00) to FM 3072 and the Proposed contract "do not exceed" amount is based on limits from East of McColl Road (near Sta. 986+00) to US 281 Military Highway.

Contractor: TEDSI Infrastructure Group, Inc.

Project: SH 365 Segment 0033

Limits: US 281 Military Highway Overpass Project

"Do Not Exceed" Contract Amount: Existing: \$1,430,733.00 | Proposed: \$1,430,731.98

Key Differences between Existing and Proposed Contract:

1. New contract formatting reflects the PMC/GEC contract and includes attachments to monitor and report DBE/HUB utilization.
2. Work Authorization No. 1 amount stays the same.

3. Actual contract fee will be negotiated and approved in each work authorization.

Contractor: Dos Land Survey, LLC

Project: SH 365 Segments 0032/0034

Limits: FM 1016 (Conway Ave.) to SH 336 (10th Street)

“Do Not Exceed” Contract Amount: Existing: \$653,278.00 | Proposed: \$653,278.00

Key Differences between Existing and Proposed Contract:

1. New contract formatting reflects the PMC/GEC contract and includes attachments to monitor and report DBE/HUB utilization.
2. Survey contract will now be work authorization based so that the Board may control the assignment of work items. Current executed work authorizations, however, remain unchanged in the meantime.
3. Includes attachments to monitor and report DBE/HUB utilization.
4. No change in “Do Not Exceed” contract amount.
5. Scope of services for the Surveyors will be updated to reflect a comprehensive scope of services that will be controlled by work authorizations.
6. Up-coming revisions to the work authorizations will be prepared and negotiated for consideration by next Board meeting. The first work authorization will only cover advanced planning support services. Other work authorizations authorizing other phases of survey work will be assigned in a manner similar to the engineering contracts.

Contractor: Quintanilla, Headley and Associates Inc.

Project: SH 365 Segment 0031

Limits: SH 336 (10th Street) to FM 3072 (near Sta. 1218+65)

“Do Not Exceed” Contract Amount: Existing: \$440,438.75 | Proposed: \$440,438.75

Key Differences between Existing and Proposed Contract:

1. New contract formatting reflects the PMC/GEC contract and includes attachments to monitor and report DBE/HUB utilization.
2. Survey contract will now be work authorization based so that the Board may control the assignment of work items. Current executed work authorizations, however, remain unchanged in the meantime.
3. Includes attachments to monitor and report DBE/HUB utilization.
4. No change in “Do Not Exceed” contract amount.
5. Scope of services for the Surveyors will be updated to reflect a comprehensive scope of services that will be controlled by work authorizations.
6. Up-coming revisions to the work authorizations will be prepared and negotiated for consideration by next Board meeting. The first work authorization will only cover advanced planning support services. Other work authorizations authorizing other phases of survey work will be assigned in a manner similar to the engineering contracts.



CONTRACT LIMITS SUMMARY

For Exhibit Purposes and Not Intended for Construction, Bidding, or Permit Purposes.

Legend

 SH 365

Author:
E. DAVILA

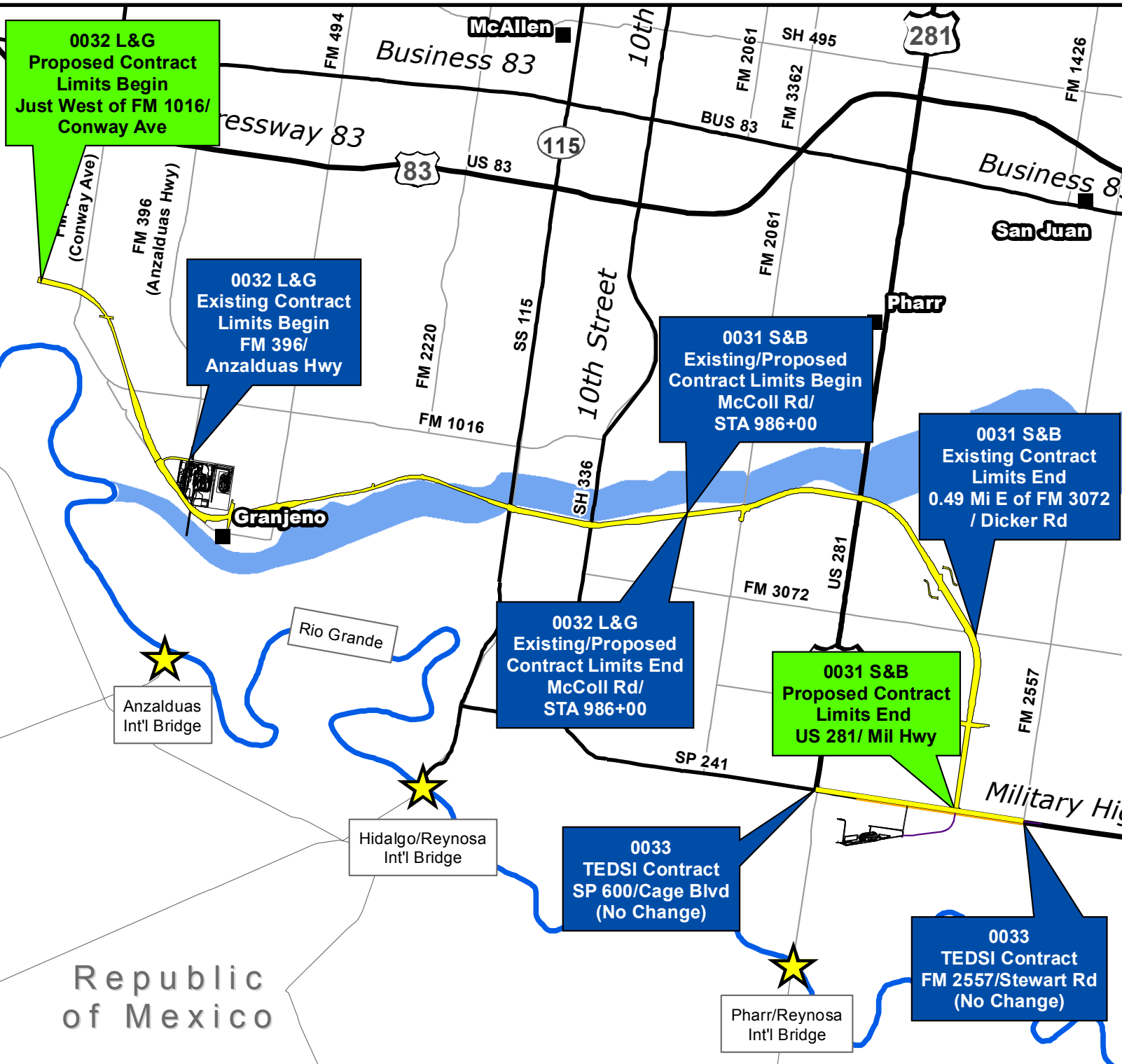
Date Saved:
11/15/2012 11:21:27 AM

SCALE:




HIDALGO COUNTY

Project
Vicinity



HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012 – 38

APPROVAL OF AMENDED AND RESTATED PROFESSIONAL SERVICES
AGREEMENT WITH TEDSI INFRASTRUCTURE GROUP FOR PLANS,
SPECIFICATIONS AND ESTIMATES OF THE US 281/MILITARY
HIGHWAY OVERPASS AT SH 365

THIS RESOLUTION is adopted this 21ST day of November, 2012 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on June 20, 2012, the Authority awarded a professional service agreement for engineering services to TEDSI Infrastructure Group (the “Consultant”) for design work, including plans, specifications, and estimates, for the US 281/Military Highway Overpass at SH 365 in the maximum payable amount of \$1,430,733.00;

WHEREAS, on June 20, 2012, the Authority also approved Work Authorization Number 1 in the amount \$142,735.06;

WHEREAS, the Authority has determined it is necessary to Amend and Restate the professional service agreement with the Consultant to revise the DBE/HUB reporting requirements;

WHEREAS, the Consultants maximum payable amount remains at \$1,430,733.00 and Work Authorization Number 1 remains at \$142,735.06;

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

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

Section 2. The Board hereby approves the Amended and Restated Agreement attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Amended and Restated Agreement as approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 21st day of November, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT WITH TEDSI INFRASTRUCTURE
GROUP DATED JUNE 20, 2012

STATE OF TEXAS
COUNTY OF HIDALGO

§
§

**PROFESSIONAL SERVICES AGREEMENT FOR
ENGINEERING / DESIGN SERVICES**

THIS CONTRACT FOR ENGINEERING SERVICES is made by and between the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter the "Authority") and TEDSI Infrastructure Group, Inc. (hereinafter the "Engineer"), having its principal business address at 1201 E. Expressway 83 Mission, Texas 78572 for the purpose of contracting for engineering services (hereinafter the "Agreement").

WITNESSETH

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

WHEREAS, in compliance with the Professional Services Procurement Act and all federal requirements including those described in 23 CFR Part 172, the Authority procured professional engineering services (the "Procurement");

WHEREAS, pursuant to the Procurement and the Authority Board of Director's (the Board's) ranking of respondents thereto, the Board finds it to be in the best interest of the Authority to engage the Engineer to provide preliminary engineering; including development of schematics; drainage studies; utilities; geotechnical; development of PS&E and review of shop drawings as required for the development of the Project as approved by the Authority to wit: the **STATE HIGHWAY 365 DESIGN PROJECT FOR SEGMENT 0033 AT US 281 (MILITARY HIGHWAY) TO TXDOT PHARR INTERNATIONAL BRIDGE TRUCK INSPECTION STATION** (the "Project");

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

AGREEMENT

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

1.1 The Engineer shall timely perform those engineering services for the fulfillment of the Agreement. All work shall be subject to review and approval by the Authority, and, if appropriate, the Texas Department of Transportation and the Federal Highway Administration. Notwithstanding anything to the contrary in this Agreement or in any other Agreement document relating to the project, in performing its work under this Agreement Engineer shall perform its services to the standard of care of a reasonable engineer that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Engineer.

1.2 The Authority and the Engineer will furnish items and perform those services for fulfillment of the Agreement as identified in Attachment B, Services to be provided by the Authority and Attachment C, Services to be provided by the Engineer. All services provided by the Engineer will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers.

ARTICLE II AGREEMENT PERIOD

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on June 31, 2018 unless the Agreement period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Section 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Section 14, Termination. Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

ARTICLE III COMPENSATION

3.1 **Maximum Amount Payable.** The maximum amount payable under this contract is \$1,430,731.98 unless modified (1) modified written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements or (2) modified through a work authorization as set forth in Article V, provided that such work authorizations is adopted by Board action.

3.2 **Basis of Payment.** The basis of payment is identified in Attachment E, Fee Schedule. Reimbursement of costs incurred under a work authorization shall be in accordance with Attachment E, Fee Schedule.

3.3 **Reimbursement of Eligible Costs.** To be eligible for reimbursement, the Engineer's costs must (1) be incurred in accordance with the terms of a valid work authorization; (2) be in accordance with Attachment E, Fee Schedule; and (3) comply with cost principles set forth at 48 CFR Part 31, Federal Acquisition Regulation (FAR 31). Satisfactory progress of work shall be maintained and evidenced as a condition of payment.

3.4 **Engineer Payment of Subproviders.** No later than ten (10) days after receiving payment from the Authority, the Engineer shall pay all subproviders for work performed under a subcontract authorized hereunder. The Authority may withhold all payments that have or may become due if the Engineer fails to comply with the ten-day payment requirement. The Authority may also suspend the work under this Agreement or any work authorization until subproviders are paid. This requirement also applies to all lower tier subproviders, and this provision must be incorporated into all subcontracts related to the project.

ARTICLE IV PAYMENT REQUIREMENTS

4.1 **Monthly Billing Statements.** The Engineer shall request reimbursement of costs incurred by submitting the original and one copy of an itemized billing statement in a form acceptable to the Authority. The Engineer is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

4.2 **Billing Statement.** The billing statement shall show the work authorization number for each work authorization included in the billing, the total amount earned to the date of submission, and the amount due and payable as of the date of the current billing statement for each work authorization. The billing statement shall indicate if the work has been completed or if the billing is for partial completion of the work. The lump sum fee will be paid in proportion to the percentage of work completed per work authorization.

4.3 **Overhead Rates.** The Engineer shall use the provisional overhead rate indicated in Attachment E. If a periodic escalation of the provisional overhead rate is specified in Attachment E, the effective date of the revised provisional overhead rate must be included. For lump sum agreements where a lump sum applies to a work authorization the overhead rate utilized shall correspond with the overhead rate specified in the year in which the work authorization is executed.

4.4 **Thirty Day Payments.** Upon receipt and acceptance of a billing statement that complies with all invoice requirements set forth in this Article, the Authority shall make a good faith effort to pay the amount which is due and payable within thirty (30) days.

4.5 **Withholding Payments.** The Authority reserves the right to withhold payment of the Engineer's billing statement in the event of any of the following: (1) If a dispute over the work or costs thereof is not resolved within a thirty day period; (2) pending verification of satisfactory work performed; (3) the Engineer becomes a delinquent obligor as set forth in Section 231.006 of the Family Code; or (4) required reports are not received. In the event that payment is withheld, the Authority shall notify the Engineer and give a remedy that would allow the Authority to release the payment.

4.6 **Required Reports.**

a) As required in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements, the Engineer shall submit Progress Assessment Reports to report actual payments made to Disadvantaged Business Enterprises or Historically Underutilized Businesses. One copy shall be submitted with each billing statement and one copy shall be submitted to the address included in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements.

b) Prior to Agreement closeout, the Engineer shall submit a Final Report (Attachment H-4) to the address set forth in Attachment H.

c) The Engineer shall submit a separate report with each billing statement showing the percent completion of the work accomplished during the billing period and the percent completion to date, and any additional written report requested by the Authority to document the progress of the work.

4.7 **Subproviders and Suppliers List.** Pursuant to requirements of 43 Texas Administrative Code §9.50 et seq., the Engineer must provide the Authority a list (Attachment H-5/DBE or Attachment H-6/HUB) of all Subproviders and suppliers that submitted quotes or proposals for subcontracts. This list shall include subproviders' and suppliers' names, addresses, telephone numbers, and type of work desired.

4.8 **Debt to the Authority.** If the Authority is prohibited by law from issuing a warrant or initiating an electronic funds transfer to the Engineer because of a debt owed to the Authority, the Authority shall apply all payments due the Engineer to the debt or delinquent tax until the debt or delinquent tax is paid in full.

4.9 **Audit.** The Authority auditor may conduct an audit or investigation of any entity receiving funds from the Authority directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the Authority's right or the Authority's auditor right, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the Authority auditor with access to any information the Authority auditor considers relevant to the investigation or audit.

ARTICLE V WORK AUTHORIZATIONS

The Authority will issue work authorizations using the form included in Attachment D (Work Authorizations and Supplemental Work Authorizations) to authorize all work under this Agreement. The Engineer must sign and return a work authorization within seven (7) working days after receipt. Refusal to accept a work authorization may be grounds for termination of this Agreement. The Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to work not directly associated with or prior to the execution of a work authorization. Terms and conditions governing the use of work authorizations are set forth in Attachment A, General Provisions, Section 1. The work authorization shall not waive the Authority's or the Engineer's responsibilities and obligations established under this Agreement.

ARTICLE VI SIGNATORY WARRANTY

The undersigned signatory for the Engineer hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete Authority to enter into this Agreement on behalf of the firm. These representations and warranties are made for the purpose of inducing the Authority to enter into this Agreement.

ARTICLE VII NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Engineer: TEDSI Infrastructure Group, Inc. 1201 E Expressway 83, Mission, TX 78572 Attn: Jesus Salinas. President	Authority: Hidalgo County Regional Mobility Authority (HCRMA) 118 South Cage Boulevard, 4 th Floor Pharr, Texas 78577 Attn: Dennis Burleson Chairman of the Board
---	---

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**ARTICLE VIII
INCORPORATION OF PROVISIONS**

Attachments A through K are attached hereto and incorporated into this Agreement as if fully set forth herein.

SIGNATORIES

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

AUTHORITY

ENGINEER

By: _____

By: _____

Name: Dennis Burleson

Name: Jesus Salinas

Title: Chairman of the Board

Title: President

Hidalgo County Regional Mobility Authority

TEDSI Infrastructure Group, Inc.

Date: _____

Date: _____

:

Item 2E

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2E </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 11/21/12 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 11/09/12 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2012-39 – AMENDMENT AND RESTATEMENT OF PROFESSIONAL SERVICE AGREEMENT WITH DOS LAND SURVEYING, LLC. TO REVISE SCOPE OF SERVICE, WORK AUTHORIZATION AND DBE/HUB REPORTING REQUIREMENTS**
2. Nature of Request: (Brief Overview) Attachments: X Yes No

Consideration and approval of an amendment to the Professional Service Agreement with DOS Land Surveying, LLC. to revise Scope of Service, Work Authorization and DBE/HUB reporting requirements.
3. Policy Implication: Board Policy, Texas Government Code, Local Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes X No N/A

Funding Source: Loop Fund

Maximum Payable Amount	\$653,263.00
Work Authorization 1	(\$603,263.00)
Work Authorization 2	(\$ 50,000.00)
Maximum Fee Balance	\$ 0.00
Amount Paid to Date	\$247,545.88
Work Authorization 1 & 2 Balance	\$405,717.12
5. Staff Recommendation: **Motion to approve the amendment and restatement of the Professional Service Agreement with DOS Land Surveying, LLC. to revise Scope of Service, Work Authorization requirement and DBE/HUB reporting requirement with no net change to the maximum payable amount, which remains at \$653,263.00.**
6. Program Manager Recommendation: X Approved Disapproved None
7. Planning Committee Recommendation: X Approved Disapproved None
8. Board Attorney Recommendation: X Approved Disapproved None
9. Executive Director's Recommendation: X Approved Disapproved None



Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: November 9, 2012

Re: **Amendment to Professional Service Agreement with DOS Land Surveying to Revise Scope of Service, Work Authorization and DBE/HUB Reporting Requirement**

On October 27, 2011, the Hidalgo County Regional Mobility Authority (HCRMA) Board of Directors awarded a Professional Surveying Service Agreement to DOS Land Surveying in the maximum payable amount of \$603,278.00. The work is to provide the necessary surveying control, field conditions and documents for the development of the SH 365 Project from SH 336 (10th Street) to FM 1016 (Conway Avenue). On November 15, 2011, the HCRMA approved Supplemental Number 1 to the Professional Surveying Service agreement in the amount of \$50,000, for a revised maximum payable amount of \$653,278.00. Additionally, on this same date the HCRMA approved Work Authorizations Numbers 1 and 2 in the amounts of \$603,278.00 and \$50,000.00 respectively.

Staff is proposing to amend and restate this professional service agreement to address the following items:

- Scope of Services – the scope of services required clarification. The scope for this contract was inconsistent with the scope for the other surveyor (Quintanilla, Headley & Associates) working on the same project. The scope was updated to provide consistency between the two consultants.
- Work Authorization – although work authorizations have been issued and approved for this agreement, the work was awarded in its entirety. The agreement has been updated to require work authorizations to control the work in assignments as determined by the HCRMA.
- DBE/HUB – although the agreement required DBE/HUB participation, the reporting requirements were silent. The agreement has been update to require progress reporting consistent with TxDOT requirements.

Additionally, on November 7, 2012, the Planning Committee recommended amendment and restatement of the professional service agreement with DOS Land Surveying as proposed.

Based on review by this office, **amendment and restatement of the Professional Service Agreement with DOS Land Surveying, LLC. is recommend to revise the Scope of Service, Work Authorization requirement and DBE/HUB reporting requirements with no net change in the contract amount. The maximum payable amount remains at \$653,278.00.**

Work Authorizations Numbers 1 and 2 remain the same in the aggregate amount of \$653,278.00.

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

Below is a summary listing of the contracts that the PMC proposed be restated with the new contract format. Please note that in some instances the "Do Not Exceed" Contract Amount is updated to reflect changes in project limits and/or updated construction costs. The negotiated work authorization amounts ultimately determine the final contract fee.

Contractor: L&G Consulting Engineers, Inc.

Project: SH 365 Segments 0032/0034

Limits: FM 1016 (Conway Ave.) to East of McColl Road (near Sta. 986+00)

"Do Not Exceed" Contract Amount: Existing: \$5,887,542.43 | Proposed: \$5,915,101.32*

*Includes Supplemental No. 1 to work Authorization No. 1 for extension work from FM 1016 (Conway Ave.) to FM 396 (Anzalduas Highway) which was negotiated to \$310,893.87.

Key Differences between Existing and Proposed Contract:

1. New contract formatting reflects the PMC/GEC contract and includes attachments to monitor and report DBE/HUB utilization.
2. The proposed "Do Not Exceed" Contract Amount is updated to reflect changes in project limits and the calculation is based on the recent approval of advanced planning services for SH 365 Phase II from FM 1016 (Conway Ave.) to FM 396 (Anzalduas Highway). Final design scope will continue to only cover their portion of SH 365 Phase I from FM 396 (Anzalduas Highway) to east of McColl Road (near Sta 986+00).
3. Work Authorization No. 1 amount stays the same, while Supplemental No. 1 to Work Authorization No. 1 amount stays the same.
4. Actual contract fee will be negotiated and approved in each work authorization.

Contractor: S&B Infrastructure, Ltd.

Project: SH 365 Segment 0031

Limits: East of McColl Road (near Sta. 986+00) to US Military Highway

"Do Not Exceed" Contract Amount: Existing: \$4,363,952.78 | Proposed: \$4,714,339.28

Key Differences between Existing and Proposed Contract:

1. New contract formatting reflects the PMC/GEC contract and includes attachments to monitor and report DBE/HUB utilization.
2. Work Authorization No. 1 amount stays the same.
3. Actual contract fee will be negotiated and approved in each work authorization.
4. Existing contract "do not exceed" amount was based on project limits from East of McColl Road (near Sta. 986+00) to FM 3072 and the Proposed contract "do not exceed" amount is based on limits from East of McColl Road (near Sta. 986+00) to US 281 Military Highway.

Contractor: TEDSI Infrastructure Group, Inc.

Project: SH 365 Segment 0033

Limits: US 281 Military Highway Overpass Project

"Do Not Exceed" Contract Amount: Existing: \$1,430,733.00 | Proposed: \$1,430,731.98

Key Differences between Existing and Proposed Contract:

1. New contract formatting reflects the PMC/GEC contract and includes attachments to monitor and report DBE/HUB utilization.
2. Work Authorization No. 1 amount stays the same.

3. Actual contract fee will be negotiated and approved in each work authorization.

Contractor: Dos Land Survey, LLC

Project: SH 365 Segments 0032/0034

Limits: FM 1016 (Conway Ave.) to SH 336 (10th Street)

"Do Not Exceed" Contract Amount: Existing: \$653,278.00 | Proposed: \$653,278.00

Key Differences between Existing and Proposed Contract:

1. New contract formatting reflects the PMC/GEC contract and includes attachments to monitor and report DBE/HUB utilization.
2. Survey contract will now be work authorization based so that the Board may control the assignment of work items. Current executed work authorizations, however, remain unchanged in the meantime.
3. Includes attachments to monitor and report DBE/HUB utilization.
4. No change in "Do Not Exceed" contract amount.
5. Scope of services for the Surveyors will be updated to reflect a comprehensive scope of services that will be controlled by work authorizations.
6. Up-coming revisions to the work authorizations will be prepared and negotiated for consideration by next Board meeting. The first work authorization will only cover advanced planning support services. Other work authorizations authorizing other phases of survey work will be assigned in a manner similar to the engineering contracts.

Contractor: Quintanilla, Headley and Associates Inc.

Project: SH 365 Segment 0031

Limits: SH 336 (10th Street) to FM 3072 (near Sta. 1218+65)

"Do Not Exceed" Contract Amount: Existing: \$440,438.75 | Proposed: \$440,438.75

Key Differences between Existing and Proposed Contract:

1. New contract formatting reflects the PMC/GEC contract and includes attachments to monitor and report DBE/HUB utilization.
2. Survey contract will now be work authorization based so that the Board may control the assignment of work items. Current executed work authorizations, however, remain unchanged in the meantime.
3. Includes attachments to monitor and report DBE/HUB utilization.
4. No change in "Do Not Exceed" contract amount.
5. Scope of services for the Surveyors will be updated to reflect a comprehensive scope of services that will be controlled by work authorizations.
6. Up-coming revisions to the work authorizations will be prepared and negotiated for consideration by next Board meeting. The first work authorization will only cover advanced planning support services. Other work authorizations authorizing other phases of survey work will be assigned in a manner similar to the engineering contracts.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012 – 39

APPROVAL OF AMENDED AND RESTATED PROFESSIONAL
SURVEYING SERVICES AGREEMENT WITH DOS LAND SURVEYING
FOR SH 365 FROM FM 1016 TO SH 336

THIS RESOLUTION is adopted this 21ST day of November, 2012 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on October 27, 2011, the Authority awarded a professional surveying service agreement to DOS Land Surveying (the “Consultant”) to perform surveying work for the SH 365 Project from FM 1016 to SH 336 in the maximum payable amount of \$603,263.00;

WHEREAS, on November 15, 2011, the Authority approved Supplemental Number 1 to the professional surveying service agreement with Consultant in the amount \$50,000.00 for a revised maximum payable amount of \$653,263.00;

WHEREAS, on November 15, 2011, the Authority also approved Work Authorization Number 1 and Work Authorization Number 2 with Consultant in the amounts of \$603,263.00 and \$50,000.00 respectively;

WHEREAS, the Authority has determined it is necessary to Amend and Restate the professional surveying service agreement with the Consultant to revise the Scope of Service, Work Authorization requirement and DBE/HUB reporting requirement;

WHEREAS, the Consultants maximum payable amount remains at \$653,263.00 and Work Authorizations Numbers 1 and 2 aggregate amount remains at \$653.263.00;

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

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

Section 2. The Board hereby approves the Amended and Restated Agreement attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Amended and Restated Agreement as approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 21st day of November, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

PROFESSIONAL SURVEYING SERVICE AGREEMENT WITH DOS LAND
SURVEYING DATED OCTOBER 27, 2011

STATE OF TEXAS
COUNTY OF HIDALGO

§
§

**PROFESSIONAL SERVICES AGREEMENT FOR
SURVEYING SERVICES**

THIS CONTRACT FOR SURVEYING SERVICES is made by and between the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter the "Authority") and Dos Land Surveying, LLC (hereinafter the "Surveyor"), having its principal business address at 1002 East Expressway 83 Weslaco, Texas 78596 for the purpose of contracting for surveying services (hereinafter the "Agreement").

WITNESSETH

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

WHEREAS, in compliance with the Professional Services Procurement Act and all federal requirements including those described in 23 CFR Part 172, the Authority procured professional surveying services (hereinafter the "Procurement");

WHEREAS, pursuant to the Procurement and the Authority Board of Director's (the Board's) ranking of respondents thereto, the Board finds it to be in the best interest of the Authority to engage the Surveyor to provide professional land surveying services that will include general surveying in support of preliminary engineering, design engineering, construction engineering, maintenance work, right of way mapping and aerial photography projects for the development of the Project as approved by the Authority to wit: the **STATE HIGHWAY 365 SURVEY PROJECT FOR SEGMENTS 0032/0034 FROM FM 1016 (CONWAY AVE.) TO SH 336 (10TH STREET)** (hereinafter the "Project");

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

AGREEMENT

ARTICLE I

SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

1.1 The Authority and the Surveyor will furnish items and perform those services for fulfillment of the Agreement as identified in Attachment B, Services to be provided by the Authority and Attachment C, Services to be provided by the Surveyor. All services provided by the Surveyor will conform to standard surveying practices and applicable rules and regulations of The Professional Land Surveying Practices Act and Amendment and the rules of the Texas Board of Professional Land Surveying.

1.2 The Surveyor shall timely perform those surveying services for the fulfillment of the Agreement. All work shall be subject to review and approval by the Authority, and, if appropriate, the Texas Department of Transportation and the Federal Highway Administration. Notwithstanding anything to the contrary in this Agreement or in any other Agreement document relating to the project, in performing its work under this

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

ARTICLE II AGREEMENT PERIOD

2.1 Agreement Period. The period after this contract becomes effective and before it is terminated is the Contract Period. This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on June 31, 2018 unless the Agreement period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Section 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Section 14, Termination. Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

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

2.3 Unauthorized Work. Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

ARTICLE III COMPENSATION

3.1 Maximum Amount Payable. The maximum amount payable under this contract is \$653,278.00 unless modified (1) modified written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements or (2) modified through a work authorization as set forth in Article V, provided that such work authorizations is adopted by Board action.

3.2 Basis of Payment. The basis of payment is identified in Attachment E, Fee Schedule. Reimbursement of costs incurred under a work authorization shall be in accordance with Attachment E, Fee Schedule.

3.3 Reimbursement of Eligible Costs. To be eligible for reimbursement, the Surveyor's costs must (1) be incurred in accordance with the terms of a valid work authorization; (2) be in accordance with Attachment E, Fee Schedule; and (3) comply with cost principles set forth at 48 CFR Part 31, Federal Acquisition Regulation (FAR 31). Satisfactory progress of work shall be maintained and evidenced as a condition of payment.

3.4 Surveyor Payment of Subproviders. No later than ten (10) days after receiving payment from the Authority, the Surveyor shall pay all subproviders for work performed under a subcontract authorized hereunder. The Authority may withhold all payments that have or may become due if the Surveyor fails to comply with the ten-day payment requirement. The Authority may also suspend the work under this Agreement or any work authorization until subproviders are paid. This requirement also applies to all lower tier subproviders, and this provision must be incorporated into all subcontracts related to the project.

ARTICLE IV PAYMENT REQUIREMENTS

4.1 **Monthly Billing Statements.** The Surveyor shall request reimbursement of costs incurred by submitting the original and one copy of an itemized billing statement in a form acceptable to the Authority. The Surveyor is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

4.2 **Billing Statement.** The billing statement shall show the work authorization number for each work authorization included in the billing, the total amount earned to the date of submission, and the amount due and payable as of the date of the current billing statement for each work authorization. The billing statement shall indicate if the work has been completed or if the billing is for partial completion of the work. The lump sum fee will be paid in proportion to the percentage of work completed per work authorization.

4.3 **Overhead Rates.** The Surveyor shall use the provisional overhead rate indicated in Attachment E. If a periodic escalation of the provisional overhead rate is specified in Attachment E, the effective date of the revised provisional overhead rate must be included. For lump sum agreements where a lump sum applies to a work authorization the overhead rate utilized shall correspond with the overhead rate specified in the year in which the work authorization is executed.

4.4 **Thirty Day Payments.** Upon receipt and acceptance of a billing statement that complies with all invoice requirements set forth in this Article, the Authority shall make a good faith effort to pay the amount which is due and payable within thirty (30) days.

4.5 **Withholding Payments.** The Authority reserves the right to withhold payment of the Surveyor's billing statement in the event of any of the following: (1) If a dispute over the work or costs thereof is not resolved within a thirty day period; (2) pending verification of satisfactory work performed; (3) the Surveyor becomes a delinquent obligor as set forth in Section 231.006 of the Family Code; or (4) required reports are not received. In the event that payment is withheld, the Authority shall notify the Surveyor and give a remedy that would allow the Authority to release the payment.

4.6 **Required Reports.**

a) As required in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements, the Surveyor shall submit Progress Assessment Reports to report actual payments made to Disadvantaged Business Enterprises or Historically Underutilized Businesses. One copy shall be submitted with each billing statement and one copy shall be submitted to the address included in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements.

b) Prior to Agreement closeout, the Surveyor shall submit a Final Report (Attachment H-4) to the address set forth in Attachment H.

c) The Surveyor shall submit a separate report with each billing statement showing the percent completion of the work accomplished during the billing period and the percent completion to date, and any additional written report requested by the Authority to document the progress of the work.

4.7 **Subproviders and Suppliers List.** Pursuant to requirements of 43 Texas Administrative Code §9.50 et seq., the Surveyor must provide the Authority a list (Attachment H-5/DBE or Attachment H-6/HUB) of all Subproviders and suppliers that submitted quotes or proposals for subcontracts. This list shall include subproviders' and suppliers' names, addresses, telephone numbers, and type of work desired.

4.8 **Debt to the Authority.** If the Authority is prohibited by law from issuing a warrant or initiating an electronic funds transfer to the Surveyor because of a debt owed to the Authority, the Authority shall apply all payments due the Surveyor to the debt or delinquent tax until the debt or delinquent tax is paid in full.

4.9 **Audit.** The Authority auditor may conduct an audit or investigation of any entity receiving funds from the Authority directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the Authority's right or the Authority's auditor right, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the Authority auditor with access to any information the Authority auditor considers relevant to the investigation or audit.

ARTICLE V WORK AUTHORIZATIONS

The Authority will issue work authorizations using the form included in Attachment D (Work Authorizations and Supplemental Work Authorizations) to authorize all work under this Agreement. The Surveyor must sign and return a work authorization within seven (7) working days after receipt. Refusal to accept a work authorization may be grounds for termination of this Agreement. The Authority shall not be responsible for actions by the Surveyor or any costs incurred by the Surveyor relating to work not directly associated with or prior to the execution of a work authorization. Terms and conditions governing the use of work authorizations are set forth in Attachment A, General Provisions, Section 1. The work authorization shall not waive the Authority's or the Surveyor's responsibilities and obligations established under this Agreement.

ARTICLE VI SIGNATORY WARRANTY

The undersigned signatory for the Surveyor hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete Authority to enter into this Agreement on behalf of the firm. These representations and warranties are made for the purpose of inducing the Authority to enter into this Agreement.

ARTICLE VII NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Surveyor: Dos Land Surveying, LLC 1002 East Expressway 83 Weslaco, TX 78596 Attn: Eric C. Ybarra President	Authority: Hidalgo County Regional Mobility Authority (HCRMA) 118 South Cage Boulevard, 4 th Floor Pharr, Texas 78577 Attn: Dennis Burleson Chairman of the Board
--	---

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

ARTICLE VIII INCORPORATION OF PROVISIONS

Attachments A through K are attached hereto and incorporated into this Agreement as if fully set forth herein.

SIGNATORIES

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

AUTHORITY

SURVEYOR

By: _____

By: _____

Name: Dennis Burleson

Name: Eric C. Ybarra

Title: Chairman of the Board

Title: President

Hidalgo County Regional Mobility Authority

Company: Dos Land Surveying, LLC

Date: _____

Date: _____

Item 2F

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2F </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 11/21/12 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 11/09/12 </u>
TECHNICAL COMMITTEE	<u> </u>		

2. Agenda Item: **RESOLUTION 2012-40 – AMENDMENT AND RESTATEMENT OF PROFESSIONAL SERVICE AGREEMENT WITH QUINTANILLA, HEADLEY AND ASSOCIATES, INC. TO REVISE SCOPE OF SERVICE, WORK AUTHORIZATION AND DBE/HUB REPORTING REQUIREMENTS**

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

Consideration and approval of an amendment to the Professional Service Agreement with Quintanilla, Headley & Associates, Inc. to revise Scope of Service, Work Authorization and DBE/HUB reporting requirements.

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

4. Budgeted: Yes X No N/A

Funding Source: Loop Fund

Maximum Payable Amount	\$440,438.75
Work Authorization 1	(\$415,438.75)
Work Authorization 2	(\$ 25,000.00)
Maximum Fee Balance	\$ 0.00

Amount Paid to Date	\$207,922.50
Work Authorization 1 & 2 Balance	\$232,516.25

5. Staff Recommendation: **Motion to approve the amendment and restatement of the Professional Service Agreement with Quintanilla, Headley & Associates, Inc. to revise Scope of Service, Work Authorization and DBE/HUB reporting requirements with no net change to the maximum payable amount, which remains at \$440,438.75.**

6. Program Manager Recommendation: X Approved Disapproved None

7. Planning Committee Recommendation: X Approved Disapproved None

8. Board Attorney Recommendation: X Approved Disapproved None

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



Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: November 9, 2012

Re: **Amendment to Professional Service Agreement with QHA to Revise Scope of Service, Work Authorization and DBE/HUB Reporting Requirement**

On October 27, 2011, the Hidalgo County Regional Mobility Authority (HCRMA) Board of Directors awarded a Professional Surveying Service Agreement to Quintanilla, Headley and Associates in the maximum payable amount of \$415,438.75. The work is to provide the necessary surveying control, field conditions and documents for the development of the SH 365 Project from SH 336 (10th Street) to FM 3072 (Dicker Road). On November 15, 2011, the HCRMA approved Supplemental Number 1 to the Professional Surveying Service agreement in the amount of \$25,000, for a revised maximum payable amount of \$440,438.75. Additionally, on this same date the HCRMA approved Work Authorizations Numbers 1 and 2 in the amounts of \$415,438.75.00 and \$25,000.00 respectively.

Staff is proposing to amend and restate this professional service agreement to address the following items:

- Scope of Services – the scope of services required clarification. The scope for this contract was inconsistent with the scope for the other surveyor (DOS Land Surveying) working on the same project. The scope was updated to provide consistency between the two consultants.
- Work Authorization – although work authorizations have been issued and approved for this agreement, the work was awarded in its entirety. The agreement has been updated to require work authorizations to control the work in assignments as determined by the HCRMA.
- DBE/HUB – although the agreement required DBE/HUB participation, the reporting requirements were silent. The agreement has been update to require progress reporting consistent with TxDOT requirements.

Additionally, on November 7, 2012, the Planning Committee recommended amendment and restatement of the professional service agreement with Quintanilla, Headley and Associates as proposed.

Based on review by this office, **amendment and restatement of the Professional Service Agreement with Quintanilla, Headley & Associates, Inc. is recommend to revise the Scope of Service, Work Authorization and DBE/HUB requirements with no net change in the contract amount. The maximum payable amount remains at \$440,438.75.**

Work Authorizations Numbers 1 and 2 remain the same in the aggregate amount of \$440,438.75.

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

Below is a summary listing of the contracts that the PMC proposed be restated with the new contract format. Please note that in some instances the "Do Not Exceed" Contract Amount is updated to reflect changes in project limits and/or updated construction costs. The negotiated work authorization amounts ultimately determine the final contract fee.

Contractor: L&G Consulting Engineers, Inc.

Project: SH 365 Segments 0032/0034

Limits: FM 1016 (Conway Ave.) to East of McColl Road (near Sta. 986+00)

"Do Not Exceed" Contract Amount: Existing: \$5,887,542.43 | Proposed: \$5,915,101.32*

*Includes Supplemental No. 1 to work Authorization No. 1 for extension work from FM 1016 (Conway Ave.) to FM 396 (Anzalduas Highway) which was negotiated to \$310,893.87.

Key Differences between Existing and Proposed Contract:

1. New contract formatting reflects the PMC/GEC contract and includes attachments to monitor and report DBE/HUB utilization.
2. The proposed "Do Not Exceed" Contract Amount is updated to reflect changes in project limits and the calculation is based on the recent approval of advanced planning services for SH 365 Phase II from FM 1016 (Conway Ave.) to FM 396 (Anzalduas Highway). Final design scope will continue to only cover their portion of SH 365 Phase I from FM 396 (Anzalduas Highway) to east of McColl Road (near Sta 986+00).
3. Work Authorization No. 1 amount stays the same, while Supplemental No. 1 to Work Authorization No. 1 amount stays the same.
4. Actual contract fee will be negotiated and approved in each work authorization.

Contractor: S&B Infrastructure, Ltd.

Project: SH 365 Segment 0031

Limits: East of McColl Road (near Sta. 986+00) to US Military Highway

"Do Not Exceed" Contract Amount: Existing: \$4,363,952.78 | Proposed: \$4,714,339.28

Key Differences between Existing and Proposed Contract:

1. New contract formatting reflects the PMC/GEC contract and includes attachments to monitor and report DBE/HUB utilization.
2. Work Authorization No. 1 amount stays the same.
3. Actual contract fee will be negotiated and approved in each work authorization.
4. Existing contract "do not exceed" amount was based on project limits from East of McColl Road (near Sta. 986+00) to FM 3072 and the Proposed contract "do not exceed" amount is based on limits from East of McColl Road (near Sta. 986+00) to US 281 Military Highway.

Contractor: TEDSI Infrastructure Group, Inc.

Project: SH 365 Segment 0033

Limits: US 281 Military Highway Overpass Project

"Do Not Exceed" Contract Amount: Existing: \$1,430,733.00 | Proposed: \$1,430,731.98

Key Differences between Existing and Proposed Contract:

1. New contract formatting reflects the PMC/GEC contract and includes attachments to monitor and report DBE/HUB utilization.
2. Work Authorization No. 1 amount stays the same.

3. Actual contract fee will be negotiated and approved in each work authorization.

Contractor: Dos Land Survey, LLC

Project: SH 365 Segments 0032/0034

Limits: FM 1016 (Conway Ave.) to SH 336 (10th Street)

"Do Not Exceed" Contract Amount: Existing: \$653,278.00 | Proposed: \$653,278.00

Key Differences between Existing and Proposed Contract:

1. New contract formatting reflects the PMC/GEC contract and includes attachments to monitor and report DBE/HUB utilization.
2. Survey contract will now be work authorization based so that the Board may control the assignment of work items. Current executed work authorizations, however, remain unchanged in the meantime.
3. Includes attachments to monitor and report DBE/HUB utilization.
4. No change in "Do Not Exceed" contract amount.
5. Scope of services for the Surveyors will be updated to reflect a comprehensive scope of services that will be controlled by work authorizations.
6. Up-coming revisions to the work authorizations will be prepared and negotiated for consideration by next Board meeting. The first work authorization will only cover advanced planning support services. Other work authorizations authorizing other phases of survey work will be assigned in a manner similar to the engineering contracts.

Contractor: Quintanilla, Headley and Associates Inc.

Project: SH 365 Segment 0031

Limits: SH 336 (10th Street) to FM 3072 (near Sta. 1218+65)

"Do Not Exceed" Contract Amount: Existing: \$440,438.75 | Proposed: \$440,438.75

Key Differences between Existing and Proposed Contract:

1. New contract formatting reflects the PMC/GEC contract and includes attachments to monitor and report DBE/HUB utilization.
2. Survey contract will now be work authorization based so that the Board may control the assignment of work items. Current executed work authorizations, however, remain unchanged in the meantime.
3. Includes attachments to monitor and report DBE/HUB utilization.
4. No change in "Do Not Exceed" contract amount.
5. Scope of services for the Surveyors will be updated to reflect a comprehensive scope of services that will be controlled by work authorizations.
6. Up-coming revisions to the work authorizations will be prepared and negotiated for consideration by next Board meeting. The first work authorization will only cover advanced planning support services. Other work authorizations authorizing other phases of survey work will be assigned in a manner similar to the engineering contracts.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012 – 40

APPROVAL OF AMENDED AND RESTATED PROFESSIONAL
SURVEYING SERVICES AGREEMENT WITH QUINTANILLA, HEADLEY
AND ASSOCIATES FOR SH 365 FROM SH 336 TO FM 3072

THIS RESOLUTION is adopted this 21ST day of November, 2012 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on October 27, 2011, the Authority awarded a professional surveying service agreement to Quintanilla, Headley and Associates (the “Consultant”) to perform surveying work for the SH 365 Project from SH 336 to FM 3072 in the maximum payable amount of \$415,438.75;

WHEREAS, on November 15, 2011, the Authority approved Supplemental Number 1 to the professional surveying service agreement with Consultant in the amount \$25,000.00 for a revised maximum payable amount of \$440,438.75;

WHEREAS, on November 15, 2011, the Authority also approved Work Authorization Number 1 and Work Authorization Number 2 with Consultant in the amounts of \$415,438.75 and \$25,000.00 respectively;

WHEREAS, the Authority has determined it is necessary to Amend and Restate the professional surveying service agreement with the Consultant to revise the Scope of Service, Work Authorization requirement and DBE/HUB reporting requirement;

WHEREAS, the Consultants maximum payable amount remains at \$440,438.75 and Work Authorizations Numbers 1 and 2 aggregate amount remains at \$440,438.75;

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

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

Section 2. The Board hereby approves the Amended and Restated Agreement attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Amended and Restated Agreement as approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 21st day of November, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

PROFESSIONAL SURVEYING SERVICE AGREEMENT WITH QUINTANILLA,
HEADLEY AND ASSOCIATES DATED OCTOBER 27, 2011

**PROFESSIONAL SERVICES AGREEMENT FOR
SURVEYING SERVICES**

THIS CONTRACT FOR SURVEYING SERVICES is made by and between the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter the "Authority") and Quintanilla, Headley & Associates Inc. (hereinafter the "Surveyor"), having its principal business address at 124 E. Stubbs Edinburg, Texas 78539 for the purpose of contracting for surveying services (hereinafter the "Agreement").

WITNESSETH

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

WHEREAS, in compliance with the Professional Services Procurement Act and all federal requirements including those described in 23 CFR Part 172, the Authority procured professional surveying services (hereinafter the "Procurement");

WHEREAS, pursuant to the Procurement and the Authority Board of Director's (the Board's) ranking of respondents thereto, the Board finds it to be in the best interest of the Authority to engage the Surveyor to provide professional land surveying services that will include general surveying in support of preliminary engineering, design engineering, construction engineering, maintenance work, right of way mapping and aerial photography projects for the development of the Project as approved by the Authority to wit: the **STATE HIGHWAY 365 SURVEY PROJECT FOR SEGMENT 0031 FROM SH 336 (10TH STREET) TO FM 3072 (NEAR STA. 1218+65)** (hereinafter the "Project");

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

AGREEMENT

ARTICLE I

SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

1.1 The Authority and the Surveyor will furnish items and perform those services for fulfillment of the Agreement as identified in Attachment B, Services to be provided by the Authority and Attachment C, Services to be provided by the Surveyor. All services provided by the Surveyor will conform to standard surveying practices and applicable rules and regulations of The Professional Land Surveying Practices Act and Amendment and the rules of the Texas Board of Professional Land Surveying.

1.2 The Surveyor shall timely perform those surveying services for the fulfillment of the Agreement. All work shall be subject to review and approval by the Authority, and, if appropriate, the Texas Department of Transportation and the Federal Highway Administration. Notwithstanding anything to the contrary in this Agreement or in any other Agreement document relating to the project, in performing its work under this

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

ARTICLE II AGREEMENT PERIOD

2.1 Agreement Period. The period after this contract becomes effective and before it is terminated is the Contract Period. This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on June 31, 2018 unless the Agreement period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Section 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Section 14, Termination. Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

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

2.3 Unauthorized Work. Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

ARTICLE III COMPENSATION

3.1 Maximum Amount Payable. The maximum amount payable under this contract is \$440,438.75 unless modified (1) modified written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements or (2) modified through a work authorization as set forth in Article V, provided that such work authorizations is adopted by Board action.

3.2 Basis of Payment. The basis of payment is identified in Attachment E, Fee Schedule. Reimbursement of costs incurred under a work authorization shall be in accordance with Attachment E, Fee Schedule.

3.3 Reimbursement of Eligible Costs. To be eligible for reimbursement, the Surveyor's costs must (1) be incurred in accordance with the terms of a valid work authorization; (2) be in accordance with Attachment E, Fee Schedule; and (3) comply with cost principles set forth at 48 CFR Part 31, Federal Acquisition Regulation (FAR 31). Satisfactory progress of work shall be maintained and evidenced as a condition of payment.

3.4 Surveyor Payment of Subproviders. No later than ten (10) days after receiving payment from the Authority, the Surveyor shall pay all subproviders for work performed under a subcontract authorized hereunder. The Authority may withhold all payments that have or may become due if the Surveyor fails to comply with the ten-day payment requirement. The Authority may also suspend the work under this Agreement or any work authorization until subproviders are paid. This requirement also applies to all lower tier subproviders, and this provision must be incorporated into all subcontracts related to the project.

ARTICLE IV PAYMENT REQUIREMENTS

4.1 **Monthly Billing Statements.** The Surveyor shall request reimbursement of costs incurred by submitting the original and one copy of an itemized billing statement in a form acceptable to the Authority. The Surveyor is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

4.2 **Billing Statement.** The billing statement shall show the work authorization number for each work authorization included in the billing, the total amount earned to the date of submission, and the amount due and payable as of the date of the current billing statement for each work authorization. The billing statement shall indicate if the work has been completed or if the billing is for partial completion of the work. The lump sum fee will be paid in proportion to the percentage of work completed per work authorization.

4.3 **Overhead Rates.** The Surveyor shall use the provisional overhead rate indicated in Attachment E. If a periodic escalation of the provisional overhead rate is specified in Attachment E, the effective date of the revised provisional overhead rate must be included. For lump sum agreements where a lump sum applies to a work authorization the overhead rate utilized shall correspond with the overhead rate specified in the year in which the work authorization is executed.

4.4 **Thirty Day Payments.** Upon receipt and acceptance of a billing statement that complies with all invoice requirements set forth in this Article, the Authority shall make a good faith effort to pay the amount which is due and payable within thirty (30) days.

4.5 **Withholding Payments.** The Authority reserves the right to withhold payment of the Surveyor's billing statement in the event of any of the following: (1) If a dispute over the work or costs thereof is not resolved within a thirty day period; (2) pending verification of satisfactory work performed; (3) the Surveyor becomes a delinquent obligor as set forth in Section 231.006 of the Family Code; or (4) required reports are not received. In the event that payment is withheld, the Authority shall notify the Surveyor and give a remedy that would allow the Authority to release the payment.

4.6 **Required Reports.**

a) As required in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements, the Surveyor shall submit Progress Assessment Reports to report actual payments made to Disadvantaged Business Enterprises or Historically Underutilized Businesses. One copy shall be submitted with each billing statement and one copy shall be submitted to the address included in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements.

b) Prior to Agreement closeout, the Surveyor shall submit a Final Report (Attachment H-4) to the address set forth in Attachment H.

c) The Surveyor shall submit a separate report with each billing statement showing the percent completion of the work accomplished during the billing period and the percent completion to date, and any additional written report requested by the Authority to document the progress of the work.

4.7 **Subproviders and Suppliers List.** Pursuant to requirements of 43 Texas Administrative Code §9.50 et seq., the Surveyor must provide the Authority a list (Attachment H-5/DBE or Attachment H-6/HUB) of all Subproviders and suppliers that submitted quotes or proposals for subcontracts. This list shall include subproviders' and suppliers' names, addresses, telephone numbers, and type of work desired.

4.8 **Debt to the Authority.** If the Authority is prohibited by law from issuing a warrant or initiating an electronic funds transfer to the Surveyor because of a debt owed to the Authority, the Authority shall apply all payments due the Surveyor to the debt or delinquent tax until the debt or delinquent tax is paid in full.

4.9 **Audit.** The Authority auditor may conduct an audit or investigation of any entity receiving funds from the Authority directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the Authority's right or the Authority's auditor right, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the Authority auditor with access to any information the Authority auditor considers relevant to the investigation or audit.

ARTICLE V WORK AUTHORIZATIONS

The Authority will issue work authorizations using the form included in Attachment D (Work Authorizations and Supplemental Work Authorizations) to authorize all work under this Agreement. The Surveyor must sign and return a work authorization within seven (7) working days after receipt. Refusal to accept a work authorization may be grounds for termination of this Agreement. The Authority shall not be responsible for actions by the Surveyor or any costs incurred by the Surveyor relating to work not directly associated with or prior to the execution of a work authorization. Terms and conditions governing the use of work authorizations are set forth in Attachment A, General Provisions, Section 1. The work authorization shall not waive the Authority's or the Surveyor's responsibilities and obligations established under this Agreement.

ARTICLE VI SIGNATORY WARRANTY

The undersigned signatory for the Surveyor hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete Authority to enter into this Agreement on behalf of the firm. These representations and warranties are made for the purpose of inducing the Authority to enter into this Agreement.

**ARTICLE VII
NOTICES**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Surveyor:

Quintanilla, Headley & Associates Inc.
124 E. Stubbs
Edinburg, Texas 78539
Attn: Alfonso Quintanilla, PE, RPLS
President

Authority:

Hidalgo County Regional Mobility Authority
(HCRMA)
118 South Cage Boulevard, 4th Floor
Pharr, Texas 78577
Attn: Dennis Burleson
Chairman of the Board

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**ARTICLE VIII
INCORPORATION OF PROVISIONS**

Attachments A through K are attached hereto and incorporated into this Agreement as if fully set forth herein.

SIGNATORIES

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

AUTHORITY

SURVEYOR

By: _____

By: _____

Name: Dennis Burleson

Name: Alfonso Quintanilla, PE, RPLS

Title: Chairman of the Board

Title: President

Hidalgo County Regional Mobility Authority

Company: Quintanilla, Headley & Associates Inc.

Date: _____

Date: _____

Item 3A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3A </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 11/21/12 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 11/09/12 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2012-36 – AMENDMENT AND RESTATEMENT OF PROFESSIONAL SERVICE AGREEMENT WITH L&G CONSULTING ENGINEERS, INC. TO REVISE CHANGES IN PROJECT LIMITS AND DBE/HUB REQUIREMENTS**

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

Consideration and approval of amendment and restatement of Professional Service Agreement with L&G Engineering to revise changes in project limits and DBE/HUB requirements.

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: Loop Fund

Current maximum payable amount	\$5,887,542.43
Proposed maximum payable amount	<u>\$5,915,101.32</u>
Proposed increase	\$ 27,558.89

Approved WA 1 & Supp 1	\$1,309,731.50
Paid to date	<u>\$ 661,245.43</u>
WA 1 & Supp 1 balance	\$ 648,486.07

5. Staff Recommendation: **Motion to approve amendment and restatement of Professional Service Agreement with L&G Engineering, Inc. for an increase the in maximum payable amount of \$27,558.89 for a revised maximum payable amount of \$5,915,101.32, including change in project limits and DBE/HUB reporting requirements. Work Authorization No. 1 remains at \$1,309,731.50.**

2. Program Manager Recommendation: X Approved Disapproved None

3. Planning Committee Recommendation: X Approved Disapproved None

8. Board Attorney Recommendation: X Approved Disapproved None

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



Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: November 9, 2012

Re: **Amendment and Restatement of Professional Service Agreement with L&G Engineering to Revise Project Limits and DBE/HUB Reporting Requirements**

At the October 27, 2011, regular meeting, the Hidalgo County Regional Mobility Authority (HCRMA) Board of Directors awarded professional engineering design services to L&G Engineering in the maximum payable amount of \$5,887,542.43. The design services awarded are to provide plans, specifications and estimates for SH365/TCC segment 1 from FM 1016 (Conway Avenue) to Spur 115 (23rd Street). Subsequently, the HCRMA has awarded Work Authorization No. 1 in the amount of \$998,837.67 and Supplemental No 1 to Work Authorization No. 1 in the amount of \$310,893.87.

Staff is proposing to amend and restate this professional service agreement to address the following items:

- Maximum payable amount – the project limits have been update to cover advance planning from FM 1016 to FM 396 and final design of the project from FM 396 to east of McColl Road. The current project limit is from FM 396 (Anzalduas Highway) to SH 336 (10th Street).
- DBE/HUB – although the agreement required DBE/HUB participation, the reporting requirements were silent. The agreement has been update to require progress reporting consistent with TxDOT requirements.

Additionally, on November 7, 2012, the Planning Committee recommended approval of amendment and restatement of the Professional Service Agreement with L&G Engineering as presented.

Based on review by this office, **amendment and restatement of the Professional Service Agreement with L&G Engineering, Inc. is recommended for an increase the in maximum payable amount of \$27,558.89 for a revised maximum payable amount of \$5,915,101.32, including change in project limits and DBE/HUB reporting requirements.**

Work authorization 1 and Supplemental 1 remain the same at \$1,309,731.50.

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

Below is a summary listing of the contracts that the PMC proposed be restated with the new contract format. Please note that in some instances the "Do Not Exceed" Contract Amount is updated to reflect changes in project limits and/or updated construction costs. The negotiated work authorization amounts ultimately determine the final contract fee.

Contractor: L&G Consulting Engineers, Inc.

Project: SH 365 Segments 0032/0034

Limits: FM 1016 (Conway Ave.) to East of McColl Road (near Sta. 986+00)

"Do Not Exceed" Contract Amount: Existing: \$5,887,542.43 | Proposed: \$5,915,101.32*

*Includes Supplemental No. 1 to work Authorization No. 1 for extension work from FM 1016 (Conway Ave.) to FM 396 (Anzalduas Highway) which was negotiated to \$310,893.87.

Key Differences between Existing and Proposed Contract:

1. New contract formatting reflects the PMC/GEC contract and includes attachments to monitor and report DBE/HUB utilization.
2. The proposed "Do Not Exceed" Contract Amount is updated to reflect changes in project limits and the calculation is based on the recent approval of advanced planning services for SH 365 Phase II from FM 1016 (Conway Ave.) to FM 396 (Anzalduas Highway). Final design scope will continue to only cover their portion of SH 365 Phase I from FM 396 (Anzalduas Highway) to east of McColl Road (near Sta 986+00).
3. Work Authorization No. 1 amount stays the same, while Supplemental No. 1 to Work Authorization No. 1 amount stays the same.
4. Actual contract fee will be negotiated and approved in each work authorization.

Contractor: S&B Infrastructure, Ltd.

Project: SH 365 Segment 0031

Limits: East of McColl Road (near Sta. 986+00) to US Military Highway

"Do Not Exceed" Contract Amount: Existing: \$4,363,952.78 | Proposed: \$4,714,339.28

Key Differences between Existing and Proposed Contract:

1. New contract formatting reflects the PMC/GEC contract and includes attachments to monitor and report DBE/HUB utilization.
2. Work Authorization No. 1 amount stays the same.
3. Actual contract fee will be negotiated and approved in each work authorization.
4. Existing contract "do not exceed" amount was based on project limits from East of McColl Road (near Sta. 986+00) to FM 3072 and the Proposed contract "do not exceed" amount is based on limits from East of McColl Road (near Sta. 986+00) to US 281 Military Highway.

Contractor: TEDSI Infrastructure Group, Inc.

Project: SH 365 Segment 0033

Limits: US 281 Military Highway Overpass Project

"Do Not Exceed" Contract Amount: Existing: \$1,430,733.00 | Proposed: \$1,430,731.98

Key Differences between Existing and Proposed Contract:

1. New contract formatting reflects the PMC/GEC contract and includes attachments to monitor and report DBE/HUB utilization.
2. Work Authorization No. 1 amount stays the same.

3. Actual contract fee will be negotiated and approved in each work authorization.

Contractor: Dos Land Survey, LLC

Project: SH 365 Segments 0032/0034

Limits: FM 1016 (Conway Ave.) to SH 336 (10th Street)

“Do Not Exceed” Contract Amount: Existing: \$653,278.00 | Proposed: \$653,278.00

Key Differences between Existing and Proposed Contract:

1. New contract formatting reflects the PMC/GEC contract and includes attachments to monitor and report DBE/HUB utilization.
2. Survey contract will now be work authorization based so that the Board may control the assignment of work items. Current executed work authorizations, however, remain unchanged in the meantime.
3. Includes attachments to monitor and report DBE/HUB utilization.
4. No change in “Do Not Exceed” contract amount.
5. Scope of services for the Surveyors will be updated to reflect a comprehensive scope of services that will be controlled by work authorizations.
6. Up-coming revisions to the work authorizations will be prepared and negotiated for consideration by next Board meeting. The first work authorization will only cover advanced planning support services. Other work authorizations authorizing other phases of survey work will be assigned in a manner similar to the engineering contracts.

Contractor: Quintanilla, Headley and Associates Inc.

Project: SH 365 Segment 0031

Limits: SH 336 (10th Street) to FM 3072 (near Sta. 1218+65)

“Do Not Exceed” Contract Amount: Existing: \$440,438.75 | Proposed: \$440,438.75

Key Differences between Existing and Proposed Contract:

1. New contract formatting reflects the PMC/GEC contract and includes attachments to monitor and report DBE/HUB utilization.
2. Survey contract will now be work authorization based so that the Board may control the assignment of work items. Current executed work authorizations, however, remain unchanged in the meantime.
3. Includes attachments to monitor and report DBE/HUB utilization.
4. No change in “Do Not Exceed” contract amount.
5. Scope of services for the Surveyors will be updated to reflect a comprehensive scope of services that will be controlled by work authorizations.
6. Up-coming revisions to the work authorizations will be prepared and negotiated for consideration by next Board meeting. The first work authorization will only cover advanced planning support services. Other work authorizations authorizing other phases of survey work will be assigned in a manner similar to the engineering contracts.



CONTRACT LIMITS SUMMARY

For Exhibit Purposes and Not Intended for Construction, Bidding, or Permit Purposes.

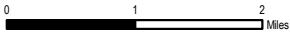
Legend

 SH 365

Author:
E. DAVILA

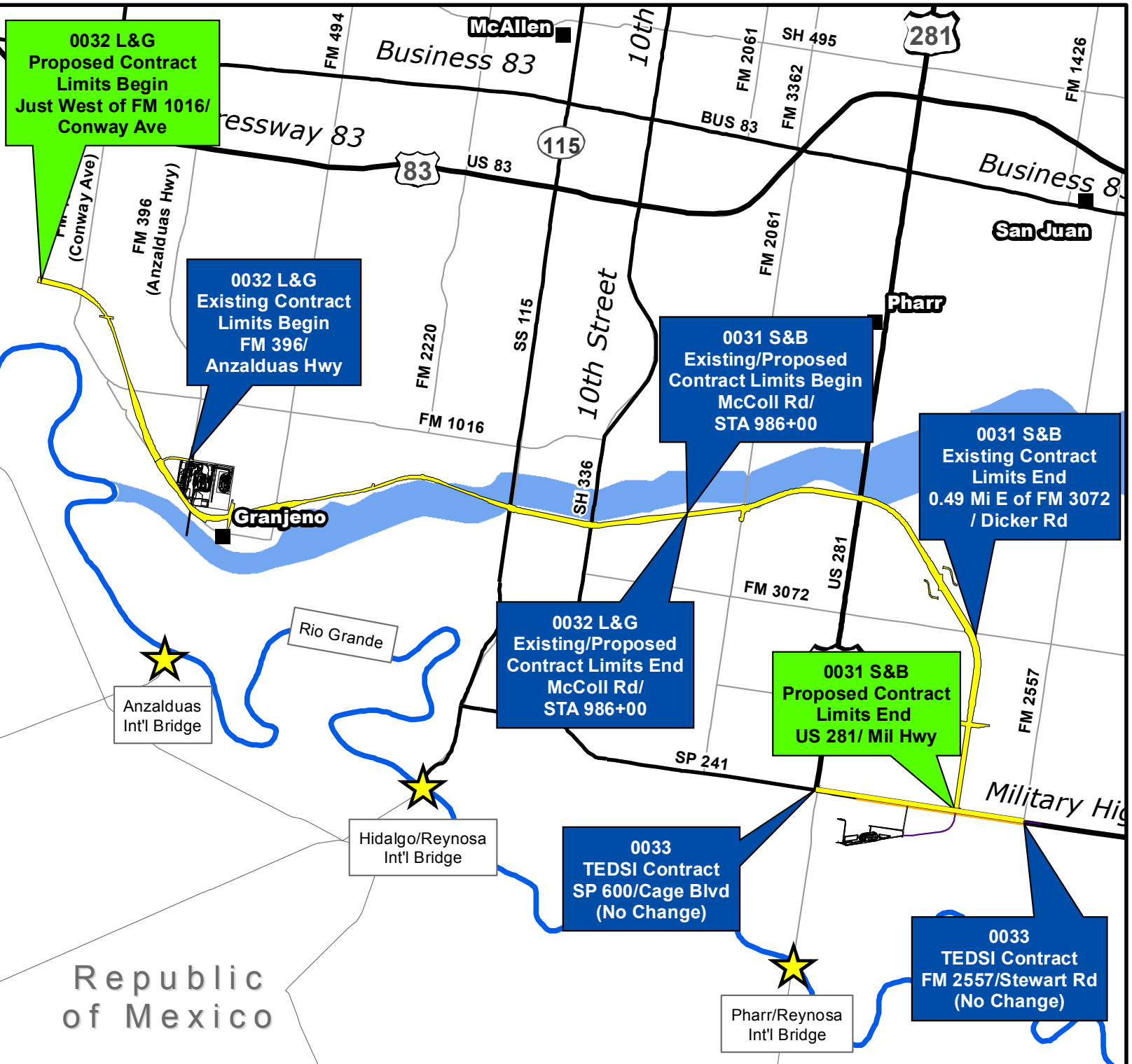
Date Saved:
11/15/2012 11:21:27 AM

SCALE:



HIDALGO COUNTY

Project
Vicinity



HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012 – 36

APPROVAL OF AMENDED AND RESTATED PROFESSIONAL SERVICES
AGREEMENT WITH L&G ENGINEERING FOR PLANS, SPECIFICATIONS
AND ESTIMATES FOR SH 365 FROM FM 1016 TO EAST OF McCOLL
ROAD

THIS RESOLUTION is adopted this 21ST day of November, 2012 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on April 13, 2011, the Authority awarded a professional service agreement for engineering services to L&G Engineering (the “Consultant”) for design work, including plans, specifications, and estimates, for the Trade Corridor Connector (“SH 365 TCC”) and on May 2, 2012, by Resolution 2012-10, the Authority amended and restated that agreement (the “Amended and Restated Agreement”) in the maximum payable amount of \$5,887,542.43;

WHEREAS, pursuant to Resolution 2012-10, the Authority approved Work Authorization Number 1 under the Amended and Restated Agreement in the amount of \$998,837.67;

WHEREAS, on October 18, 2012, the Authority approved Supplemental Number 1 to Work Authorization Number 1 of the Amended and Restated Agreement to perform preliminary engineering for SH 365 from FM 396 to FM 1016 in the amount of \$310,893.87;

WHEREAS, the Authority has determined it is necessary to Amend and Restate the professional service agreement with the Consultant to perform plans, specifications and estimates for the revised SH 365 project limits from FM 1016 to East of McColl Road (Project Station 986+00) and to revise the DBE/HUB reporting requirements in the amount of \$27,558.89;

WHEREAS, the Consultants maximum payable amount is revised from \$5,887,542.43 to \$5,915,101.32;

WHEREAS, Work Authorization Number 1 and Supplemental Number 1 to Work Authorization Number 1 remain unchanged in the amounts of \$998,837.67 and \$310,893.87 respectively;

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

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

Section 2. The Board hereby approves the Amended and Restated Agreement attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Amended and Restated Agreement as approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 21st day of November, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

AMENDED AND RESTATED PROFESSIONAL SERVICE AGREEMENT WITH
L&G ENGINEERING DATED APRIL 13, 2011 AND MAY 2, 2012

STATE OF TEXAS §
COUNTY OF HIDALGO §

**PROFESSIONAL SERVICES AGREEMENT FOR
ENGINEERING / DESIGN SERVICES**

THIS CONTRACT FOR ENGINEERING SERVICES is made by and between the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter the "Authority") and L&G Consulting Engineers, Inc. (hereinafter the "Engineer"), having its principal business address at 2100 W Expressway 83, Mercedes, TX 78570 for the purpose of contracting for engineering services (hereinafter the "Agreement").

WITNESSETH

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

WHEREAS, in compliance with the Professional Services Procurement Act and all federal requirements including those described in 23 CFR Part 172, the Authority procured professional engineering services (the "Procurement");

WHEREAS, pursuant to the Procurement and the Authority Board of Director's (the Board's) ranking of respondents thereto, the Board finds it to be in the best interest of the Authority to engage the Engineer to provide preliminary engineering; including development of schematics; drainage studies; utilities; geotechnical; development of PS&E and review of shop drawings as required for the development of the Project as approved by the Authority to wit: the **STATE HIGHWAY 365 DESIGN PROJECT FOR SEGMENTS 0032/0034, FROM JUST WEST FM 1016 (Conway Avenue) TO EAST OF MCCOLL ROAD (STA.986+00)** (the "Project");

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

AGREEMENT

ARTICLE I

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

1.1 The Engineer shall timely perform those engineering services for the fulfillment of the Agreement. All work shall be subject to review and approval by the Authority, and, if appropriate, the Texas Department of Transportation and the Federal Highway Administration. Notwithstanding anything to the contrary in this Agreement or in any other Agreement document relating to the project, in performing its work under this Agreement Engineer shall perform its services to the standard of care of a reasonable engineer that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Engineer.

1.2 The Authority and the Engineer will furnish items and perform those services for fulfillment of the Agreement as identified in Attachment B, Services to be provided by the Authority and Attachment C, Services to be provided by the Engineer. All services provided by the Engineer will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers.

ARTICLE II AGREEMENT PERIOD

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on June 30, 2017 unless the Agreement period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Section 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Section 14, Termination. Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

ARTICLE III COMPENSATION

3.1 **Maximum Amount Payable.** The maximum amount payable under this contract is \$5,915,101.32 unless modified (1) modified written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements or (2) modified through a work authorization as set forth in Article V, provided that such work authorizations is adopted by Board action.

3.2 **Basis of Payment.** The basis of payment is identified in Attachment E, Fee Schedule. Reimbursement of costs incurred under a work authorization shall be in accordance with Attachment E, Fee Schedule.

3.3 **Reimbursement of Eligible Costs.** To be eligible for reimbursement, the Engineer's costs must (1) be incurred in accordance with the terms of a valid work authorization; (2) be in accordance with Attachment E, Fee Schedule; and (3) comply with cost principles set forth at 48 CFR Part 31, Federal Acquisition Regulation (FAR 31). Satisfactory progress of work shall be maintained and evidenced as a condition of payment.

3.4 **Engineer Payment of Subproviders.** No later than ten (10) days after receiving payment from the Authority, the Engineer shall pay all subproviders for work performed under a subcontract authorized hereunder. The Authority may withhold all payments that have or may become due if the Engineer fails to comply with the ten-day payment requirement. The Authority may also suspend the work under this Agreement or any work authorization until subproviders are paid. This requirement also applies to all lower tier subproviders, and this provision must be incorporated into all subcontracts related to the project.

ARTICLE IV PAYMENT REQUIREMENTS

4.1 **Monthly Billing Statements.** The Engineer shall request reimbursement of costs incurred by submitting the original and one copy of an itemized billing statement in a form acceptable to the Authority. The Engineer is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

4.2 **Billing Statement.** The billing statement shall show the work authorization number for each work authorization included in the billing, the total amount earned to the date of submission, and the amount due and payable as of the date of the current billing statement for each work authorization. The billing statement shall indicate if the work has been completed or if the billing is for partial completion of the work. The lump sum fee will be paid in proportion to the percentage of work completed per work authorization.

4.3 **Overhead Rates.** The Engineer shall use the provisional overhead rate indicated in Attachment E. If a periodic escalation of the provisional overhead rate is specified in Attachment E, the effective date of the revised provisional overhead rate must be included. For lump sum agreements where a lump sum applies to a work authorization the overhead rate utilized shall correspond with the overhead rate specified in the year in which the work authorization is executed.

4.4 **Thirty Day Payments.** Upon receipt and acceptance of a billing statement that complies with all invoice requirements set forth in this Article, the Authority shall make a good faith effort to pay the amount which is due and payable within thirty (30) days.

4.5 **Withholding Payments.** The Authority reserves the right to withhold payment of the Engineer's billing statement in the event of any of the following: (1) If a dispute over the work or costs thereof is not resolved within a thirty day period; (2) pending verification of satisfactory work performed; (3) the Engineer becomes a delinquent obligor as set forth in Section 231.006 of the Family Code; or (4) required reports are not received. In the event that payment is withheld, the Authority shall notify the Engineer and give a remedy that would allow the Authority to release the payment.

4.6 **Required Reports.**

a) As required in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements, the Engineer shall submit Progress Assessment Reports to report actual payments made to Disadvantaged Business Enterprises or Historically Underutilized Businesses. One copy shall be submitted with each billing statement and one copy shall be submitted to the address included in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements.

b) Prior to Agreement closeout, the Engineer shall submit a Final Report (Attachment H-4) to the address set forth in Attachment H.

c) The Engineer shall submit a separate report with each billing statement showing the percent completion of the work accomplished during the billing period and the percent completion to date, and any additional written report requested by the Authority to document the progress of the work.

4.7 **Subproviders and Suppliers List.** Pursuant to requirements of 43 Texas Administrative Code §9.50 et seq., the Engineer must provide the Authority a list (Attachment H-5/DBE or Attachment H-6/HUB) of all Subproviders and suppliers that submitted quotes or proposals for subcontracts. This list shall include subproviders' and suppliers' names, addresses, telephone numbers, and type of work desired.

4.8 **Debt to the Authority.** If the Authority is prohibited by law from issuing a warrant or initiating an electronic funds transfer to the Engineer because of a debt owed to the Authority, the Authority shall apply all payments due the Engineer to the debt or delinquent tax until the debt or delinquent tax is paid in full.

4.9 **Audit.** The Authority auditor may conduct an audit or investigation of any entity receiving funds from the Authority directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the Authority's right or the Authority's auditor right, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the Authority auditor with access to any information the Authority auditor considers relevant to the investigation or audit.

ARTICLE V WORK AUTHORIZATIONS

The Authority will issue work authorizations using the form included in Attachment D (Work Authorizations and Supplemental Work Authorizations) to authorize all work under this Agreement. The Engineer must sign and return a work authorization within seven (7) working days after receipt. Refusal to accept a work authorization may be grounds for termination of this Agreement. The Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to work not directly associated with or prior to the execution of a work authorization. Terms and conditions governing the use of work authorizations are set forth in Attachment A, General Provisions, Section 1. The work authorization shall not waive the Authority's or the Engineer's responsibilities and obligations established under this Agreement.

ARTICLE VI SIGNATORY WARRANTY

The undersigned signatory for the Engineer hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete Authority to enter into this Agreement on behalf of the firm. These representations and warranties are made for the purpose of inducing the Authority to enter into this Agreement.

ARTICLE VII NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Engineer: L&G Consulting Engineers, Inc. 2100 W Expressway 83, Mercedes, TX 78570 Attn: Jacinto Garza, P.E. President	Authority: Hidalgo County Regional Mobility Authority (HCRMA) 118 South Cage Boulevard, 4 th Floor Pharr, Texas 78577 Attn: Dennis Burleson Chairman of the Board
---	---

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**ARTICLE VIII
INCORPORATION OF PROVISIONS**

Attachments A through K are attached hereto and incorporated into this Agreement as if fully set forth herein.

SIGNATORIES

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

AUTHORITY

ENGINEER

By: _____

By: _____

Name: Dennis Burleson

Name: Jacinto Garza, P.E.

Title: Chairman of the Board

Title: President

Hidalgo County Regional Mobility Authority

L&G Consulting Engineers, Inc.

Date: _____

Date: _____

This Page
Intentionally
Left Blank

Item 3B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3B </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 11/21/12 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 11/09/12 </u>
TECHNICAL COMMITTEE	<u> </u>		

2. Agenda Item: **RESOLUTION 2012-37 – AMENDMENT AND RESTATEMENT OF PROFESSIONAL SERVICE AGREEMENT WITH S&B INFRASTRUCTURE, LTD. TO REVISE CHANGES IN PROJECT LIMITS AND DBE/HUB REQUIREMENTS**

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

Consideration and approval of amendment and restatement of Professional Service Agreement with S&B Infrastructure to revise changes in project limits and DBE/HUB requirements.

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: Loop Fund

Current maximum payable amount	\$4,363,952.78
Proposed maximum payable amount	<u>\$4,714,339.28</u>
Proposed increase	\$ 350,386.50

Approved WA 1	\$887,287.51
Paid to date	<u>\$242,359.75</u>
WA 1 balance	\$644,927.76

5. Staff Recommendation: **Motion to approve amendment and restatement of Professional Service Agreement with S&B Infrastructure, Ltd. for an increase the in maximum payable amount of \$350,386.50 for a revised maximum payable amount of \$4,714,339.28, including change in project limits and DBE/HUB reporting requirements. Work authorization 1 remains the same at \$887,287.51.**

4. Program Manager Recommendation: X Approved Disapproved None

5. Planning Committee Recommendation: X Approved Disapproved None

8. Board Attorney Recommendation: X Approved Disapproved None

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



Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: November 9, 2012

Re: **Amendment and Restatement of Professional Service Agreement with S&B Infrastructure to Revise Project Limits and DBE/HUB Reporting Requirements**

At the October 27, 2011, regular meeting, the Hidalgo County Regional Mobility Authority (HCRMA) Board of Directors awarded professional engineering design services to S&B Infrastructure in the maximum payable amount of \$4,363,952.78. The design services awarded are to provide plans, specifications and estimates for SH365/TCC segment 2 from SH 336 (10th Street) to FM 3072 (Dicker Road). Subsequently, the HCRMA has awarded Work Authorization No. 1 in the amount of \$887,287.51.

Staff is proposing to amend and restate this professional service agreement to address the following items:

- Maximum payable amount – the project limits have been updated to cover final design of the project from east of McColl Road to US 281/Military Highway. The current project limit is from SH 336 (10th Street) to FM 3072 (Dicker Road).
- DBE/HUB – although the agreement required DBE/HUB participation, the reporting requirements were silent. The agreement has been update to require progress reporting consistent with TxDOT requirements.

Additionally, on November 7, 2012, the Planning Committee recommended approval of amendment and restatement of the Professional Service Agreement with S&B Infrastructure as presented.

Based on review by this office, **amendment and restatement of the Professional Service Agreement with S&B Infrastructure, Ltd. is recommended for an increase the in maximum payable amount of \$350,386.50 for a revised maximum payable amount of \$4,714,339.28, including change in project limits and DBE/HUB reporting requirements.**

Work authorization 1 remains the same at \$887,287.51.

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

Below is a summary listing of the contracts that the PMC proposed be restated with the new contract format. Please note that in some instances the "Do Not Exceed" Contract Amount is updated to reflect changes in project limits and/or updated construction costs. The negotiated work authorization amounts ultimately determine the final contract fee.

Contractor: L&G Consulting Engineers, Inc.

Project: SH 365 Segments 0032/0034

Limits: FM 1016 (Conway Ave.) to East of McColl Road (near Sta. 986+00)

"Do Not Exceed" Contract Amount: Existing: \$5,887,542.43 | Proposed: \$5,915,101.32*

*Includes Supplemental No. 1 to work Authorization No. 1 for extension work from FM 1016 (Conway Ave.) to FM 396 (Anzalduas Highway) which was negotiated to \$310,893.87.

Key Differences between Existing and Proposed Contract:

1. New contract formatting reflects the PMC/GEC contract and includes attachments to monitor and report DBE/HUB utilization.
2. The proposed "Do Not Exceed" Contract Amount is updated to reflect changes in project limits and the calculation is based on the recent approval of advanced planning services for SH 365 Phase II from FM 1016 (Conway Ave.) to FM 396 (Anzalduas Highway). Final design scope will continue to only cover their portion of SH 365 Phase I from FM 396 (Anzalduas Highway) to east of McColl Road (near Sta 986+00).
3. Work Authorization No. 1 amount stays the same, while Supplemental No. 1 to Work Authorization No. 1 amount stays the same.
4. Actual contract fee will be negotiated and approved in each work authorization.

Contractor: S&B Infrastructure, Ltd.

Project: SH 365 Segment 0031

Limits: East of McColl Road (near Sta. 986+00) to US Military Highway

"Do Not Exceed" Contract Amount: Existing: \$4,363,952.78 | Proposed: \$4,714,339.28

Key Differences between Existing and Proposed Contract:

1. New contract formatting reflects the PMC/GEC contract and includes attachments to monitor and report DBE/HUB utilization.
2. Work Authorization No. 1 amount stays the same.
3. Actual contract fee will be negotiated and approved in each work authorization.
4. Existing contract "do not exceed" amount was based on project limits from East of McColl Road (near Sta. 986+00) to FM 3072 and the Proposed contract "do not exceed" amount is based on limits from East of McColl Road (near Sta. 986+00) to US 281 Military Highway.

Contractor: TEDSI Infrastructure Group, Inc.

Project: SH 365 Segment 0033

Limits: US 281 Military Highway Overpass Project

"Do Not Exceed" Contract Amount: Existing: \$1,430,733.00 | Proposed: \$1,430,731.98

Key Differences between Existing and Proposed Contract:

1. New contract formatting reflects the PMC/GEC contract and includes attachments to monitor and report DBE/HUB utilization.
2. Work Authorization No. 1 amount stays the same.

3. Actual contract fee will be negotiated and approved in each work authorization.

Contractor: Dos Land Survey, LLC

Project: SH 365 Segments 0032/0034

Limits: FM 1016 (Conway Ave.) to SH 336 (10th Street)

“Do Not Exceed” Contract Amount: Existing: \$653,278.00 | Proposed: \$653,278.00

Key Differences between Existing and Proposed Contract:

1. New contract formatting reflects the PMC/GEC contract and includes attachments to monitor and report DBE/HUB utilization.
2. Survey contract will now be work authorization based so that the Board may control the assignment of work items. Current executed work authorizations, however, remain unchanged in the meantime.
3. Includes attachments to monitor and report DBE/HUB utilization.
4. No change in “Do Not Exceed” contract amount.
5. Scope of services for the Surveyors will be updated to reflect a comprehensive scope of services that will be controlled by work authorizations.
6. Up-coming revisions to the work authorizations will be prepared and negotiated for consideration by next Board meeting. The first work authorization will only cover advanced planning support services. Other work authorizations authorizing other phases of survey work will be assigned in a manner similar to the engineering contracts.

Contractor: Quintanilla, Headley and Associates Inc.

Project: SH 365 Segment 0031

Limits: SH 336 (10th Street) to FM 3072 (near Sta. 1218+65)

“Do Not Exceed” Contract Amount: Existing: \$440,438.75 | Proposed: \$440,438.75

Key Differences between Existing and Proposed Contract:

1. New contract formatting reflects the PMC/GEC contract and includes attachments to monitor and report DBE/HUB utilization.
2. Survey contract will now be work authorization based so that the Board may control the assignment of work items. Current executed work authorizations, however, remain unchanged in the meantime.
3. Includes attachments to monitor and report DBE/HUB utilization.
4. No change in “Do Not Exceed” contract amount.
5. Scope of services for the Surveyors will be updated to reflect a comprehensive scope of services that will be controlled by work authorizations.
6. Up-coming revisions to the work authorizations will be prepared and negotiated for consideration by next Board meeting. The first work authorization will only cover advanced planning support services. Other work authorizations authorizing other phases of survey work will be assigned in a manner similar to the engineering contracts.



CONTRACT LIMITS SUMMARY

For Exhibit Purposes and Not Intended for Construction, Bidding, or Permit Purposes.

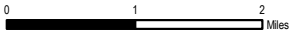
Legend

 SH 365

Author:
E. DAVILA

Date Saved:
11/15/2012 11:21:27 AM

SCALE:

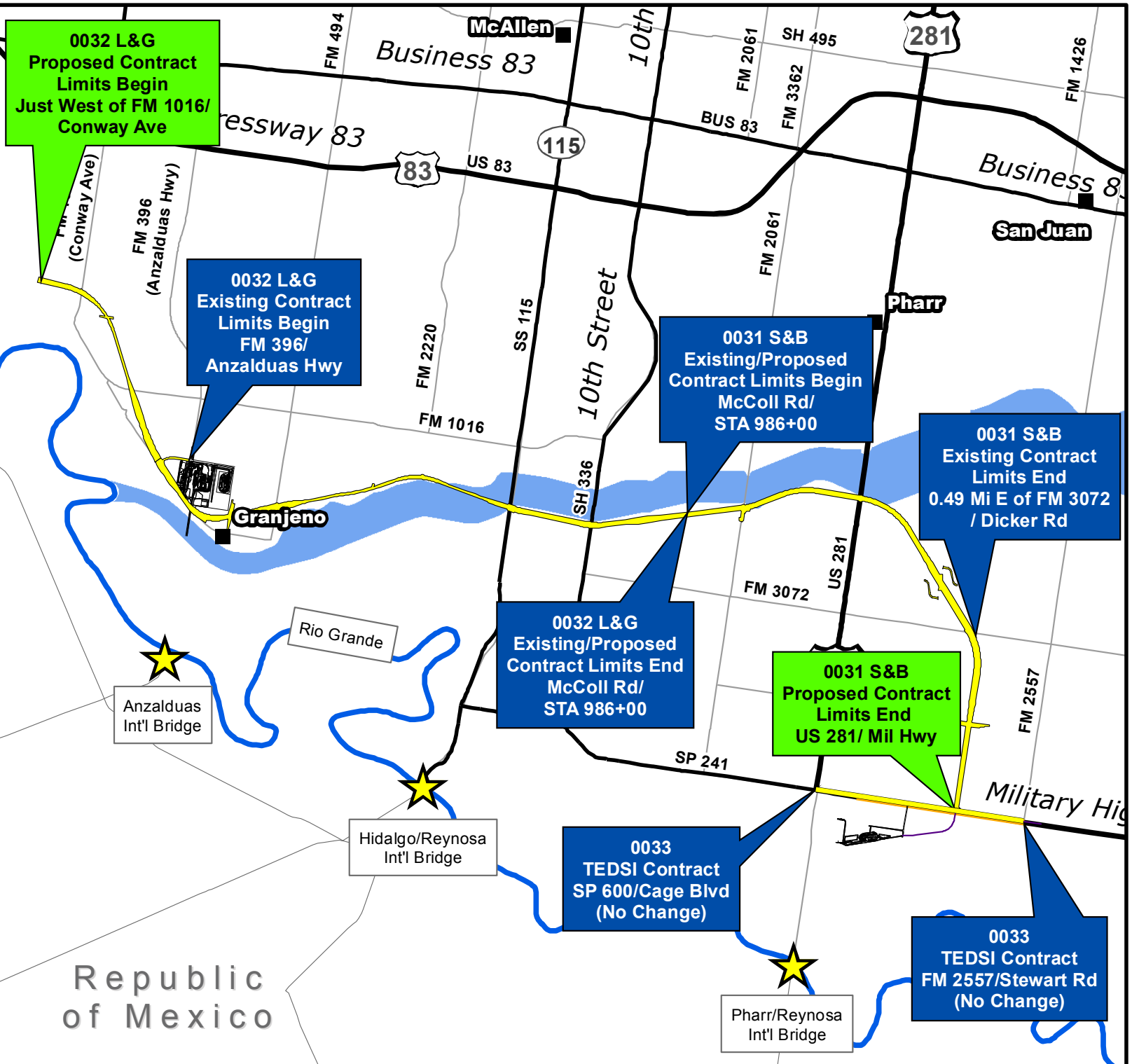
 Miles



TEXAS

**HIDALGO
COUNTY**

Project
Vicinity



HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012 – 37

APPROVAL OF AMENDED AND RESTATED PROFESSIONAL SERVICES
AGREEMENT WITH S&B INFRASTRUCTURE FOR PLANS,
SPECIFICATIONS AND ESTIMATES FOR SH 365 FROM EAST OF
McCOLL ROAD TO US 281/MILITARY HIGHWAY

THIS RESOLUTION is adopted this 21ST day of November, 2012 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on April 13, 2011, the Authority awarded a professional service agreement for engineering services to S&B Infrastructure (the “Consultant”) for design work, including plans, specifications, and estimates, for the Trade Corridor Connector (“SH 365 TCC”) and on May 2, 2012, by Resolution 2012-11, the Authority amended and restated that agreement (the “Amended and Restated Agreement”) in the maximum payable amount of \$4,363,952.78;

WHEREAS, pursuant to Resolution 2012-11, the Authority approved Work Authorization Number 1 under the Amended and Restated Agreement in the amount of \$887,287.51;

WHEREAS, the Authority has determined it is necessary to Amend and Restate the professional service agreement with the Consultant to perform plans, specifications and estimates for the revised SH 365 project limits from East of McColl Road (Project Station 986+00) to US 281/Military Highway and to revise the DBE/HUB reporting requirements in the amount of \$350,386.28;

WHEREAS, the Consultants maximum payable amount is revised from \$4,363,952.78 to \$4,714,339.28;

WHEREAS, Work Authorization Number 1 remains in the amount of \$887,287.51;

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

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

Section 2. The Board hereby approves the Amended and Restated Agreement attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Amended and Restated Agreement as approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 21st day of November, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

AMENDED AND RESTATED PROFESSIONAL SERVICE AGREEMENT WITH
S&B INFRASTRUCTURE DATED APRIL 13, 2011 AND MAY 2, 2012

STATE OF TEXAS §
COUNTY OF HIDALGO §

**PROFESSIONAL SERVICES AGREEMENT FOR
ENGINEERING / DESIGN SERVICES**

THIS CONTRACT FOR ENGINEERING SERVICES is made by and between the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter the "Authority") and S&B Infrastructure, LTD (hereinafter the "Engineer"), having its principal business address at 5408 North 10th McAllen, Texas 78504 for the purpose of contracting for engineering services (hereinafter the "Agreement").

WITNESSETH

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

WHEREAS, in compliance with the Professional Services Procurement Act and all federal requirements including those described in 23 CFR Part 172, the Authority procured professional engineering services (the "Procurement");

WHEREAS, pursuant to the Procurement and the Authority Board of Director's (the Board's) ranking of respondents thereto, the Board finds it to be in the best interest of the Authority to engage the Engineer to provide preliminary engineering; including development of schematics; drainage studies; utilities; geotechnical; development of PS&E and review of shop drawings as required for the development of the Project as approved by the Authority to wit: the **STATE HIGHWAY 365 DESIGN PROJECT FOR SEGMENT 0031 FROM JUST EAST OF MCCOLL ROAD (STA. 986 + 00) TO US 281 (MILITARY HIGHWAY)** (the "Project");

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

AGREEMENT

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

1.1 The Engineer shall timely perform those engineering services for the fulfillment of the Agreement. All work shall be subject to review and approval by the Authority, and, if appropriate, the Texas Department of Transportation and the Federal Highway Administration. Notwithstanding anything to the contrary in this Agreement or in any other Agreement document relating to the project, in performing its work under this Agreement Engineer shall perform its services to the standard of care of a reasonable engineer that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Engineer.

1.2 The Authority and the Engineer will furnish items and perform those services for fulfillment of the Agreement as identified in Attachment B, Services to be provided by the Authority and Attachment C, Services to be provided by the Engineer. All services provided by the Engineer will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers.

ARTICLE II AGREEMENT PERIOD

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on July 31, 2018 unless the Agreement period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Section 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Section 14, Termination. Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

ARTICLE III COMPENSATION

3.1 **Maximum Amount Payable.** The maximum amount payable under this contract is \$ 4,714,399.28 unless modified (1) modified written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements or (2) modified through a work authorization as set forth in Article V, provided that such work authorizations is adopted by Board action.

3.2 **Basis of Payment.** The basis of payment is identified in Attachment E, Fee Schedule. Reimbursement of costs incurred under a work authorization shall be in accordance with Attachment E, Fee Schedule.

3.3 **Reimbursement of Eligible Costs.** To be eligible for reimbursement, the Engineer's costs must (1) be incurred in accordance with the terms of a valid work authorization; (2) be in accordance with Attachment E, Fee Schedule; and (3) comply with cost principles set forth at 48 CFR Part 31, Federal Acquisition Regulation (FAR 31). Satisfactory progress of work shall be maintained and evidenced as a condition of payment.

3.4 **Engineer Payment of Subproviders.** No later than ten (10) days after receiving payment from the Authority, the Engineer shall pay all subproviders for work performed under a subcontract authorized hereunder. The Authority may withhold all payments that have or may become due if the Engineer fails to comply with the ten-day payment requirement. The Authority may also suspend the work under this Agreement or any work authorization until subproviders are paid. This requirement also applies to all lower tier subproviders, and this provision must be incorporated into all subcontracts related to the project.

ARTICLE IV PAYMENT REQUIREMENTS

4.1 **Monthly Billing Statements.** The Engineer shall request reimbursement of costs incurred by submitting the original and one copy of an itemized billing statement in a form acceptable to the Authority. The Engineer is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

4.2 **Billing Statement.** The billing statement shall show the work authorization number for each work authorization included in the billing, the total amount earned to the date of submission, and the amount due and payable as of the date of the current billing statement for each work authorization. The billing statement shall indicate if the work has been completed or if the billing is for partial completion of the work. The lump sum fee will be paid in proportion to the percentage of work completed per work authorization.

4.3 **Overhead Rates.** The Engineer shall use the provisional overhead rate indicated in Attachment E. If a periodic escalation of the provisional overhead rate is specified in Attachment E, the effective date of the revised provisional overhead rate must be included. For lump sum agreements where a lump sum applies to a work authorization the overhead rate utilized shall correspond with the overhead rate specified in the year in which the work authorization is executed.

4.4 **Thirty Day Payments.** Upon receipt and acceptance of a billing statement that complies with all invoice requirements set forth in this Article, the Authority shall make a good faith effort to pay the amount which is due and payable within thirty (30) days.

4.5 **Withholding Payments.** The Authority reserves the right to withhold payment of the Engineer's billing statement in the event of any of the following: (1) If a dispute over the work or costs thereof is not resolved within a thirty day period; (2) pending verification of satisfactory work performed; (3) the Engineer becomes a delinquent obligor as set forth in Section 231.006 of the Family Code; or (4) required reports are not received. In the event that payment is withheld, the Authority shall notify the Engineer and give a remedy that would allow the Authority to release the payment.

4.6 **Required Reports.**

a) As required in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements, the Engineer shall submit Progress Assessment Reports to report actual payments made to Disadvantaged Business Enterprises or Historically Underutilized Businesses. One copy shall be submitted with each billing statement and one copy shall be submitted to the address included in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements.

b) Prior to Agreement closeout, the Engineer shall submit a Final Report (Attachment H-4) to the address set forth in Attachment H.

c) The Engineer shall submit a separate report with each billing statement showing the percent completion of the work accomplished during the billing period and the percent completion to date, and any additional written report requested by the Authority to document the progress of the work.

4.7 **Subproviders and Suppliers List.** Pursuant to requirements of 43 Texas Administrative Code §9.50 et seq., the Engineer must provide the Authority a list (Attachment H-5/DBE or Attachment H-6/HUB) of all Subproviders and suppliers that submitted quotes or proposals for subcontracts. This list shall include subproviders' and suppliers' names, addresses, telephone numbers, and type of work desired.

4.8 **Debt to the Authority.** If the Authority is prohibited by law from issuing a warrant or initiating an electronic funds transfer to the Engineer because of a debt owed to the Authority, the Authority shall apply all payments due the Engineer to the debt or delinquent tax until the debt or delinquent tax is paid in full.

4.9 **Audit.** The Authority auditor may conduct an audit or investigation of any entity receiving funds from the Authority directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the Authority's right or the Authority's auditor right, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the Authority auditor with access to any information the Authority auditor considers relevant to the investigation or audit.

ARTICLE V WORK AUTHORIZATIONS

The Authority will issue work authorizations using the form included in Attachment D (Work Authorizations and Supplemental Work Authorizations) to authorize all work under this Agreement. The Engineer must sign and return a work authorization within seven (7) working days after receipt. Refusal to accept a work authorization may be grounds for termination of this Agreement. The Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to work not directly associated with or prior to the execution of a work authorization. Terms and conditions governing the use of work authorizations are set forth in Attachment A, General Provisions, Section 1. The work authorization shall not waive the Authority's or the Engineer's responsibilities and obligations established under this Agreement.

ARTICLE VI SIGNATORY WARRANTY

The undersigned signatory for the Engineer hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete Authority to enter into this Agreement on behalf of the firm. These representations and warranties are made for the purpose of inducing the Authority to enter into this Agreement.

ARTICLE VII NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Engineer: S&B Infrastructure, Ltd. 5408 North 10th McAllen, Texas 78504 Attn: Daniel O. Rios, P.E. Senior Vice-President	Authority: Hidalgo County Regional Mobility Authority (HCRMA) 118 South Cage Boulevard, 4 th Floor Pharr, Texas 78577 Attn: Dennis Burleson Chairman of the Board
--	---

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**ARTICLE VIII
INCORPORATION OF PROVISIONS**

Attachments A through K are attached hereto and incorporated into this Agreement as if fully set forth herein.

SIGNATORIES

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

AUTHORITY

ENGINEER

By: _____

By: _____

Name: Dennis Burleson

Name: Daniel O. Rios, P.E.

Title: Chairman of the Board

Title: Senior Vice-President

Hidalgo County Regional Mobility Authority

Company: S&B Infrastructure, LTD

Date: _____

Date: _____

This Page
Intentionally
Left Blank

Item 3C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3C </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 11/21/12 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 11/09/12 </u>
TECHNICAL COMMITTEE	<u> </u>		

3. Agenda Item: **RESOLUTION 2012-41 – AUTHORIZING HCRMA STAFF TO MEET WITH KANSAS CITY SOUTHERN RAILWAY TO DETERMINE THE SCOPE OF THE PROPOSED SOUTH TEXAS CLASS I RAIL PROJECT**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
- Consideration and approval of request to authorize HCRMA staff to meet with Kansas City Southern Railway to determine the scope of the proposed South Texas Class I Rail Project.
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:
5. Staff Recommendation: **Motion to authorize HCRMA staff to meet with Kansas City Southern Railway to determine the scope of the proposed South Texas Class 1 Rail Project.**
6. Program Manager Recommendation: Approved Disapproved X None
7. Planning Committee Recommendation: Approved Disapproved X None
8. Board Attorney Recommendation: X Approved Disapproved None
9. Executive Director's Recommendation: X Approved Disapproved None



Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: November 9, 2012

Re: **Authorization for HCRMA Staff to meet with Kansas City Southern Railway to Determine the Scope of the Proposed Class I Rail Project**

Attached is a copy of correspondence received from Warren Erdman, Executive Vice President for Kansas City Southern Railway, requesting to meet with HCRMA staff to discuss a project that may bring Class I Rail to South Texas.

Staff is requesting authorization from the Board of Directors to meet with Kansas City Southern to determine the scope of the project and the proposed plan to finance the advance project development and rail construction.

Based on review by this office, **staff is recommending that the Executive Director, Board Attorneys and Program Manager be authorized to meet with Kansas City Southern Railway Executives to determine the scope of the project and the proposed plan to finance the advance project development and rail construction.**

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

From: [Warren Erdman](#)
To: ["prodriguez@hcrma.net"](mailto:prodriguez@hcrma.net)
Cc: ["JL Terry@transystems.com"](mailto:jl.terry@transystems.com)
Subject: TranSystems" South Texas Rail Capacity Study
Date: Thursday, October 18, 2012 11:22:04 AM

Mr. Pilar Rodriguez
Executive Director
Hidalgo County Regional Mobility Authority
118 S. Cage Blvd. 4th Floor
Pharr, Tx. 78577

Dear Mr. Rodriguez:

Jim Terry of TranSystems has informed me of the Hidalgo County Regional Mobility Authority's (RMA's) interest in the South Texas Rail Capacity Study that TranSystems is currently conducting for The Kansas City Southern Railway (KCSR). This study will provide KCSR guidance as it considers several long-term alternatives to increase badly needed rail capacity in South Texas and along the U.S.-Mexico border.

As you know from your conversations with Mr. Terry and others at TranSystems, one option under conceptual consideration by KCSR is a long-standing idea from Hidalgo County leaders for re-establishing rail service to the Rio Grande Valley from the north that at one time existed from the former Southern Pacific Railroad. I know that the civic leadership from the cities of McAllen and Mission and Hidalgo County, Texas have for some time, understood the very significant economic benefit of re-establishing Class I rail access to their community from the north, and establishing a new rail crossing into Mexico to the south. Significant economic benefit could be realized by the local economy if such service could be re-established and a connection to Mexico made.

As you may know, Kansas City Southern (KCS) is the parent of both the Kansas City Southern Railway and Kansas City Southern de Mexico (KCSM). KCSM owns the concession to and operates the rail line (KCSM's "F" Line) between Monterrey, and Matamoros, Mexico which also serves the Reynosa, Mexico area. Certainly, establishing a rail connection between Hidalgo County, Texas and Reynosa, Mexico would have significant economic benefit for the Rio Grande Valley economy.

This idea is just one alternative that The South Texas Rail Capacity Study being conducted by TranSystems for KCS will consider. As you know, KCSR currently crosses into Mexico at Laredo.

Toward consideration of this alternative, KCS would welcome a confidential proposal and dialogue with Hidalgo County and RMA about the viability of the idea and how it would be financed. It would certainly be an ambitious project including construction of a new railroad to the TexMex connection (also owned by KCS) to the north, and a new rail bridge to Mexico to the south; but it could have long-term and significant economic benefit for the local economy as well. KCS is not sure about the volume of traffic that would use such a new rail corridor, especially in the early years after its construction. As such, any financing proposal would have to take into account actual traffic use and yet remain competitive with our existing route which we own through Laredo.

If this is of interest to RMA and other civic leaders in the Rio Grande Valley, KCS is interested in opening a dialogue and receiving a proposal or thoughts on how such an ambitious project could be financed and yet be competitive with our existing route through Laredo.

Thank you in advance for your interest in this idea and for your conversations with TranSystems.

Very sincerely,

Warren K. Erdman

Warren K. Erdman, Executive Vice President
Administration & Corporate Affairs
Kansas City Southern
P.O. Box 219335
Kansas City, MO 64121-9335
Office phone: 816/983-1454
Office fax: 816/983-1590
werdman@kcsouthern.com

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2012-41

RESOLUTION AUTHORIZING HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY STAFF TO MEET WITH KANSAS CITY SOUTHERN RAILWAY TO
DETERMINE THE SCOPE OF THE PROPOSED CLASS I RAIL PROJECT

THIS RESOLUTION is adopted this 21ST day of November, 2012 by the Board of Director of the Hidalgo County Regional Mobility Authority.

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

WHEREAS, the Authority was created by Order of Hidalgo County (the “County”) dated October 26, 2004; Petition of the County dated April 21, 2005; and a Minute Order of the Texas Transportation Commission (the “Commission”) dated November 17, 2005, pursuant to provisions under the Act the Authority; and

WHEREAS, the Authority has received a formal request from Kansas City Southern Railway to discuss a proposed Class I Rail Project in South Texas; and

WHEREAS, the Authority has concluded it is necessary to determine the scope of the proposed Class I Rail Project prior to entering into any formal discussions with Kansas City Southern Railway; and

WHEREAS, the Authority’s staff requires authorization to meet with Executives from Kansas City Southern Railway to determine the scope of the proposed Class I Rail Project;

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

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

Section 2. The Board authorizes the Executive Director, Board Counsel and Program Manager to meet with Kansas City Southern Railway Executives to determine the scope of the proposed Class I Rail Project.

Section 3. The Board requires that once the scope of the proposed Class I Rail Project is determined, the scope be reported to the Board and that no further action is authorized until such report is made by the Executive Director.

Passed and Approved as to be effective immediately this 21st day of November 2012, at a regular meeting of the Board of Directors of the Hidalgo County Regional Mobility Authority at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.

Dennis Burleson, Chairman

Attest:

Ricardo Perez, Secretary/Treasurer

This Page
Intentionally
Left Blank

Item 3D

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3D </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 11/21/12 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 11/09/12 </u>
TECHNICAL COMMITTEE	<u> </u>		

4. Agenda Item: **RESOLUTION 2012-42 – AUTHORIZING SIGNATORIES TO RELEASE COLLATERAL WITH THE INDEPENDENT BANKERS BANK**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
- Consideration and approval of Board of Directors authorized to release collateral pledged to the HCRMA account with The Independent Bankers Bank. Four (4) signatures are required; two (2) primary and two (2) alternates.
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:
5. Staff Recommendation: **Motion to appoint four (4) Board of Directors authorized to release collateral pledged to the HCRMA account with The Independent Bankers Bank.**
8. Program Manager Recommendation: Approved Disapproved X None
9. Planning Committee Recommendation: Approved Disapproved X None
8. Board Attorney Recommendation: X Approved Disapproved None
9. Executive Director's Recommendation: X Approved Disapproved None



Memorandum

To: Dennis Burleson, Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: November 9, 2012
Re: **Authorized Board of Director Signatories to Release Collateral with The Independent BankersBank**

Attached is a request from First National Bank to update the signatories authorized to release collateral pledged by the HCRMA for its account with its 3rd party contracts.

The Independent Bankers Bank of Irving, Texas is requesting two (2) primary authorized signatories and two (2) alternate signatories.

Based on review by this office, staff recommends appointment of four (4) Board of Directors as authorized signatories to release collateral with The Independent Bankers Bank.

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



October 16, 2012

Hidalgo County Regional Mobility Authority
Attn: Pilar Rodriguez
P.O. Box 1776
Pharr, TX 78577

Dear Ms. Rodriguez

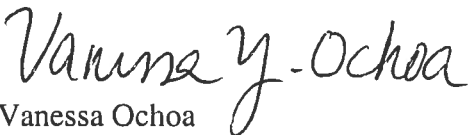
First National Bank is in the process of updating all its 3rd party contracts for pledged collateral with The Independent BankersBank. The agreement specifies the responsibilities of all parties and lists who within your organization is authorized to release collateral pledged to your account.

Attached you will find 3 copies of a third party agreement with The Independent BankersBank in Irving. We will need for your board to resolute who in your organization would be authorized to release collateral. We will require that at least two people be listed if one signer is required and list four people if two signers are required.

Please execute the three copies and send them to us. We will have a representative for The Independent BankersBank sign the agreement and will return one original contract to you.

If you have any questions, please do not hesitate to call me @ 956-380-5272.

Sincerely,


Vanessa Ochoa

Public Finance Representative

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2012-42

RESOLUTION AUTHORIZING BOARD OF DIRECTOR SIGNATORIES TO RELEASE
COLLATERAL PLEDGED WITH THE INDEPENDENT BANKERSBANK OF IRVING,
TEXAS

THIS RESOLUTION is adopted this 21ST day of November, 2012 by the Board of Director of the Hidalgo County Regional Mobility Authority.

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

WHEREAS, the Authority was created by Order of Hidalgo County (the "County") dated October 26, 2004; Petition of the County dated April 21, 2005; and a Minute Order of the Texas Transportation Commission (the "Commission") dated November 17, 2005, pursuant to provisions under the Act the Authority; and

WHEREAS, the Authority has established certain bank accounts with First National Bank in connection with a letter of credit agreement by and between First National Bank and the Authority; and

WHEREAS, First National Bank has 3rd party contracts for pledged collateral with The Independent BankersBank of Irving, Texas for certain bank accounts established by the Authority; and

WHEREAS, it has become necessary to revise the authorized signatories for the release of collateral pledged toward the Authority's account; and

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

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

Section 2. The Board approved that certain Depository Pledge Agreement with The Independent BankersBank, hereto attached as Exhibit A.

Section 3. The Board of Directors also authorizes Name, Director, Name, Director, Name, Director and Name, Director to release collateral pledged by the Authority in accordance with the Depository Pledge Agreement between the Authority and The Independent BankersBank.

Passed and Approved as to be effective immediately this 21st day of November 2012, at a regular meeting of the Board of Directors of the Hidalgo County Regional Mobility Authority at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.

Dennis Burleson, Chairman

Attest:

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

DEPOSITORY PLEDGE AGREEMENT BETWEEN HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY AND THE INDEPENDENT BANKERSBANK

DEPOSITORY PLEDGE AGREEMENT

Hidalgo County Regional Mobility Authority, ("Depositor") has selected **FIRST NATIONAL BANK**, ("Bank") as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation ("FDIC"), by pledging securities ("Eligible Securities") of any type (including without limitation surety bonds and investment securities) permitted by the provisions of the Public Funds Collateral Act, Title 10, Chapter 2257 of the Texas Government Code (the "Governing Statutes"). **THE INDEPENDENT BANKERSBANK**, ("Custodian") has agreed to hold the pledged securities in safekeeping pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodian agree as follows:

1. **Grant of Security Interest; Instructions Regarding Collateral.** Bank hereby grants to Depositor a security interest in all Eligible Securities held by Custodian and reflected on Custodian's records as being pledged to Depositor (the "Collateral"), and Custodian agrees to hold all Collateral deposited with it pursuant to the terms of this Agreement, and to serve as collateral agent for Depositor. Until Depositor has the right to compel sale of the Collateral under Paragraph 6 hereof, Custodian may act only in accordance with the joint instructions of Bank and Depositor, provided that Bank shall be permitted to unilaterally substitute Eligible Securities for the Collateral in accordance with Paragraph 3 hereof. Addendum "A" contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum "B" contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodian with a replacement addendum, duly executed by an authorized individual.

2. **Amount of Collateral.** The aggregate market value of Eligible Securities held by a Custodian at all times during the term of this Agreement must be in an amount not less than **103** % of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the "Required Collateral Value".

3. **Substitutions and Withdrawals of Collateral.** If the aggregate market value or Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of both Bank and Depositor. Depositor agrees to promptly sign the withdrawal notice if the market value of the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of Bank, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value.

4. **Bank's Obligations.** Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank, including the duties and obligations required under the Governing Statutes. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available quarterly or annual financial statement.

5. **Custodian's Obligations.** Custodian shall perform all of the duties and obligations required of a custodian under applicable law with respect to the custody and disposition of Eligible Securities, including the duties and obligations required under the Governing Statutes. On receipt of Eligible Securities pledged to Depositor, including Eligible Securities substituted for other Collateral, Custodian shall immediately identify such Eligible Securities on its books and records as being Collateral securing the deposited funds to Depositor, and shall promptly issue and deliver to Bank a receipt for such Collateral together with a duplicate receipt issued to Depositor. Upon receipt, Bank will promptly mail the receipt to Depositor.

6. **Default and Remedies.** If Bank defaults in performing its obligations under Paragraph 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may instruct Custodian to sell the Collateral or any part thereof at public or private sale, after providing Bank at least three (3) business days prior written, notice and opportunity to cure the default, and, if Bank fails to cure the default within the required period of time, Custodian shall proceed to sell the specified Collateral in accordance with the Depositor's instructions. The proceeds of any sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law.

7. **Termination of Agreement.** Any party of this Agreement may terminate this Agreement by giving thirty (30) days prior written notice of termination to other parties.

8. **Applicable Law; Other Agreements.** This Agreement is governed by the laws of the State of Texas. All deposit accounts of Depositor, and cash management services, if any, provided in connection with such accounts, will be subject to Bank's Business Account of Agreement and Disclosure Statement, Wholesale Demand Deposit Account Disclosure Statement, and /or Cash Management Terms and Conditions, as applicable, in effect from time to time, and as modified in writing by agreement of the parties.

9. **Miscellaneous** The headings in this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS OF THE PARTIES. Notices given under this Agreement must be addressed as set forth below the signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee.

Date of Agreement: _____, 20 ____.

DEPOSITOR:

CUSTODIAN: **TIB-The Independent BankersBank,**

By: _____

By: _____

Name: _____

Name: Jorja Morgan

Title: _____

Title: VP/ Investments Operations

Address for notice: _____

Address for notice: 350 Phelps Dr.

Irving, Texas 75038

BANK: FIRST NATIONAL BANK,

By: _____

Name: Eddie Leal

Title: Chief Operations Officer

ADDENDUM "A"
(Authorized Officers of Depositor)

One signature of any of the following authorized officers of Depositor is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement:

- | | |
|--------------------|----------------------|
| 1. _____
(Name) | _____
(Signature) |
| 2. _____
(Name) | _____
(Signature) |
| 3. _____
(Name) | _____
(Signature) |
| 4. _____
(Name) | _____
(Signature) |
| 5. _____
(Name) | _____
(Signature) |
| 6. _____
(Name) | _____
(Signature) |
| 7. _____
(Name) | _____
(Signature) |

ADDENDUM "B"
(Authorized Officers of Bank)

One signature of any of the following authorized officers of Bank is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement:

- | | |
|-------------------------------------|----------------------|
| 1. <u>Saul Ortega</u>
(Name) | <hr/>
(Signature) |
| 2. <u>Eddie Leal</u>
(Name) | <hr/>
(Signature) |
| 3. <u>Mary Elizondo</u>
(Name) | <hr/>
(Signature) |
| 4. <u>Roxanna De Leon</u>
(Name) | <hr/>
(Signature) |
| 5. _____
(Name) | <hr/>
(Signature) |
| 6. _____
(Name) | <hr/>
(Signature) |
| 7. _____
(Name) | <hr/>
(Signature) |