HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

DATE: **TUESDAY, MARCH 22, 2022**
TIME: **5:30 PM**
PLACE: **PHARR CITY HALL**
2nd FLOOR CITY COMMISSION CHAMBERS
118 SOUTH CAGE BLVD.
PHARR, TEXAS 78577

PRESIDING: S. DAVID DEANDA, JR, CHAIRMAN

An electronic copy of the agenda packet can be obtained at www.hcrma.net

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PLEDGE OF ALLEGIANCE

INVOCATION

CALL TO ORDER OF A WORKSHOP

1. Review of Fiscal Year 2021 Financial Statement and Independent Auditors Report for the Hidalgo County Regional Mobility Authority.
2. Review of Fiscal Year 2021 Annual Compliance Report for the Hidalgo County Regional Mobility Authority.

ADJOURNMENT OF WORKSHOP

CALL TO ORDER AND ESTABLISHMENT OF A QUORUM FOR A REGULAR MEETING

PUBLIC COMMENT

1. REPORTS

A. Report on Program Manager Activity for 365 Tollway Project and IBTC Environmental Clearance Document – Eric Davila, HCRMA.
B. Report on Construction Activity for 365 Tollway Project – Ramon Navarro IV, HCRMA.

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

A. Approval of Minutes for the Regular Meeting held February 8, 2022 and Regular Meeting held February 22, 2022.
B. Approval of Project & General Expense Report for the period from February 8, 2022 to March 7, 2022.
C. Approval of Financial Reports for February 2022.
D. Resolution 2022-28 - Consideration and Approval of Work Authorization Number 2 Supplemental Number 1 with B2Z Engineering to amend testing requirements on the Wetland Mitigation Project at no cost.

3. REGULAR AGENDA

A. Resolution 2022-16 – Consideration and Approval of Fiscal Year 2021 Financial Statement and Independent Auditors Report for the Hidalgo County Regional Mobility Authority.
B. Resolution 2022-17 – Consideration and Approval of Fiscal Year 2021 Annual Compliance Report for the Hidalgo County Regional Mobility Authority.
C. Resolution 2022-18 – Consideration and Approval of Interlocal Agreement between the Texas Department of Transportation and the Hidalgo County Regional Mobility Authority for the Overweight and Oversized Vehicle Corridor.
D. Resolution 2022-19 – Consideration and Approval of Investment Advisory Services Agreement between Hilltop Securities Asset Management, LLC and the Hidalgo County Regional Mobility Authority.
E. Resolution 2022-20 – Consideration and Approval of Work Authorization Number 9 Supplemental Number 1 with Blanton & Associates, Inc. for conducting Environmental Assessment Re-evaluations for the updated design initiated under the 365 Tollway Value Engineering Change Proposals.
F. Resolution 2022-21 – Consideration and Approval of Contract Amendment Number 9 to the Professional Service Agreement with Blanton & Associates, Inc. to increase the maximum payable amount for Work Authorization Number 9 Supplemental Number 1.
G. Resolution 2022-22 – Consideration and Approval of Work Authorization Number 8 with HDR Engineering, Inc. for general engineering services for construction management of the 365 Tollway.
H. Resolution 2022-23 – Consideration and Approval of Contract Amendment Number 5 to the Professional Service Agreement with HDR Engineering, Inc. to increase the maximum payable amount for Work Authorization Number 8.
I. Resolution 2022-24 - Discussion and consideration of an amendment to Professional Services Agreement for Engineering / Design Services with Saenz Oil &Gas Services, LLC, modifying Article II: Agreement Period to conform to the term provided for in each approved Work Authorization; and Amendment to Work Authorization #4 modifying Part IV to provide a termination date of June 1, 2022.
J. Resolution 2022-25 – Discussion and consideration of amendment to Schedule A of the Third Amended Interlocal Agreement for Administrative Services between the City of Pharr and the Hidalgo County Regional Mobility Authority.
K. Resolution 2022-26 - Consideration and Approval of Award of Contract with Strike, LLC for relocation of an 8” gas pipeline on the 365 Tollway Project.
L. Resolution 2022-27 - Consideration and Approval of Agreements with AEP for participation in relocation of High Voltage Transmission Line for 365 Tollway Project.

4. CHAIRMAN’S REPORT

A. None.

5. TABLED ITEMS

A. None.

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

   A. Consultation with Attorney on personnel matters related annual evaluation of the Executive Director (551.074 T.G.C.)
   B. Consultation with Attorney on legal issues pertaining to an Interlocal Cooperative Agreement with the City of Mission to provide Right of Way Acquisition Services (Section 551.071 T.G.C.)
   C. Consultation with Attorney on legal issues pertaining to Professional Service Agreements for Engineering, Surveying and Environmental Services (Section 551.071 T.G.C.).
   D. Consultation with Attorney on legal issues pertaining to the voluntary acquisition of real property for various parcels for the 365 Tollway Project and International Bridge Trade Corridor Project (Sections 551.071 and 551.072 T.G.C.).
   E. Consultation with Attorney on legal issues pertaining to the acquisition, including the use of Eminent Domain, for property required to complete the project alignments of the 365 Tollway Project (Sections 551.071 and 551.072 T.G.C.).
   F. Consultation with Attorney on legal issues pertaining to the Environmental Clearance Document for the International Bridge Trade Corridor Project (Section 551.071 T.G.C.).

ADJOURNMENT OF REGULAR MEETING

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

I, the Undersigned Authority, do hereby certify that the attached agenda of the 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 **16th** day of **March 2022** at **5:00 pm** and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Maria E. Alaniz
Administrative Assistant

Note: If you require special accommodations under the Americans with Disabilities Act, please contact Maria E. Alaniz at 956-402-4762 at least 96 hours before the meeting.

PUBLIC COMMENT POLICY

Public Comment Policy: "At the beginning of each HCRMA meeting, the HCRMA will allow for an open public forum/comment period. This comment period shall not exceed one-half (1/2) hour in length and each speaker will be allowed a maximum of three (3) minutes to speak. Speakers addressing the Board through a translator will be allowed a maximum of six (6) minutes.

All individuals desiring to address the HCRMA must be signed up to do so, prior to the open comment period. For meetings being held by telephonic or videoconference, individuals may contact Maria. E. Alaniz at (956) 402-4762 before 5:00 pm day of the meeting.

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 applies."

Note: Participation by Telephone/Video Conference Call – One or more member of the HCRMA Board of Directors may participate in this meeting through a telephone/video conference call, as authorized by Sec. 370.262, Texas Transportation Code.

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Workshop Item 1

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**1**
PLANNING COMMITTEE		**DATE SUBMITTED**	**03/10/22**
FINANCE COMMITTEE		**MEETING DATE**	**03/22/22**
TECHNICAL COMMITTEE			

1. Agenda Item: **WORKSHOP ITEM 1 – REVIEW OF FISCAL YEAR 2021 FINANCIAL STATEMENT AND INDEPENDENT AUDITORS REPORT FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.**

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

   Review of annual Financial Statement and Independent Auditors Report prepared by Burton McCumber & Longoria, LLP for Fiscal Year 2021. The report is required by Texas Administrative Code Title 43, Part I, Chapter 26, Subchapter G §26.65(a) Annual Reports to the Commission.

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

4. Budgeted: ___Yes ___No X N/A

5. Staff Recommendation**: Presentation only.**

6. Program Manager's Recommendation: ___Approved ___Disapproved X None

7. Planning Committee's Recommendation: ___Approved ___Disapproved X None

8. Board Attorney's Recommendation: ___Approved ___Disapproved X None

9. Chief Auditor's Recommendation: ___Approved ___Disapproved X None

10. Chief Financial Officer's Recommendation: ___Approved ___Disapproved X None

11. Development Engineer's Recommendation: ___Approved ___Disapproved X None

12. Construction Engineer's Recommendation: ___Approved ___Disapproved X None

13. Executive Director's Recommendation: ___Approved ___Disapproved X None

AUDITED ANNUAL FINANCIAL REPORT



FOR THE YEAR ENDED
DECEMBER 31, 2021

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY





Hidalgo County Regional Mobility Authority

BOARD OF DIRECTORS

S. David Deanda Jr. - Chairman

Forrest Runnels
Alonzo Cantu
Francisco "Frank" Pardo
Ezequiel Reyna, Jr.
Paul S. Moxley
Joaquin Spamer

EXECUTIVE DIRECTOR

Pilar Rodriguez, P.E.

CHIEF FINANCIAL OFFICER

Jose H. Castillo

Audited Annual Financial Report

For the Year Ended
December 31, 2021

Hidalgo County Regional Mobility Authority

AUDITED ANNUAL FINANCIAL REPORT
YEAR ENDED DECEMBER 31, 2021

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FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Hidalgo County Regional Mobility Authority

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the Hidalgo County Regional Mobility Authority (the Authority), as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Authority, as of December 31, 2021, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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 the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards,* we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

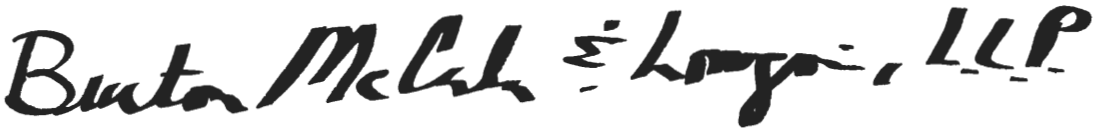
We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 8 and 11 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued our report dated March 16, 2022 on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.



McAllen, Texas
March 16, 2022

As management of the Hidalgo County Regional Mobility Authority (the Authority), we offer readers of the Authority's financial statements this narrative overview and analysis of the financial activities of the Authority for the year ended December 31, 2021.

FINANCIAL HIGHLIGHTS

- The Authority's net position grew by nearly $2.0 million or 3.8%. This growth was expected and was due to the continued growth of vehicle registration fees, overweight permits, and conservative administrative operational costs.
- Capital assets (net of depreciation) increased by $1.9M.
- No capital grants were received from the federal or state only $90K in local funding.

OVERVIEW OF THE FINANCIAL STATEMENTS

The financial section of this annual report consists of three parts: management's discussion and analysis (this section), the basic financial statements, and the notes to the financial statements.

The financial statements provide both long-term and short-term information about the Authority's overall financial status. The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data.

The Authority's financial statements are prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to governmental units on an accrual basis. Under this basis, revenues are recognized in the period in which they are earned, expenses are recognized in the period in which they are incurred, and depreciation of assets is recognized in the statements of revenues, expenses, and changes in net position. All assets and liabilities associated with the operation of the Authority are included in the statement of net position.

FINANCIAL ANALYSIS OF THE AUTHORITY

Net position may serve over time as a useful indicator of the Authority's financial position. In the case of the Authority, assets and deferred outflows of resources exceeded liabilities by roughly $55.0 million at the close of the year ended December 31, 2021.

The Authority's condensed Statement of Net Position along with last year's balances are presented for comparison in the following table:

Authority's Net Position

Table 1 - Dollars in Millions

	2021	2020
Assets		
Current and other assets	$ 16.0	$ 15.5
Capital assets	130.2	128.2
Total assets	146.2	143.7
Deferred outflows of resources	4.1	6.1
Liabilities		
Long-term liabilities	92.4	94.3
Other liabilities	2.9	2.6
Total liabilities	95.3	96.9
Net Position		
Net invested in capital assets, net of related debt	44.5	43.5
Restricted	11.3	11.4
Unrestricted	(0.8)	(1.9)
Total net position	$ 55.0	$ 53.0

By far the largest portion of the Authority's net position ($55.0 million) is reflected in its net investment in capital assets, mainly in construction in progress, less any related debt used to acquire those assets that is still outstanding. The Authority will use these capital assets to provide services to users; consequently, these assets are not available for future spending. Although the Authority's investments in its capital assets are reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

Restricted net position represents resources for debt service that are subject to bond covenants totaling $6,368,977 and bond proceeds restricted to be used for projects totaling $4,958,579. Unrestricted net position had a deficit of $759,073.

The Authority's condensed Changes in Net Position along with last year's numbers are presented for comparison in the table below.

Authority's Changes in Net Position

Table 2 - Dollars in Millions

	2021	2020
Operating revenues		
Charges for services	$ 8.0	$ 7.4
	8.0	7.4
Operating expenses	1.4	1.3
Operating income	6.6	6.1
Non-operating revenues (expenses)	(4.6)	(3.8)
Change in net position	2.0	2.3
Net position - beginning	53.0	50.7
Net position - ending	$ 55.0	$ 53.0

Authority's net position increased by nearly $2.0 million, mainly due to an increase in overweight fees and vehicle registration fees.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

The Authority's capital assets (net of accumulated depreciation) amount to $130.2 million. This investment in capital assets includes construction in progress as well as land, leasehold improvements, infrastructure and office equipment. The total increase in the Authority's capital assets for the current year was $1.9M or 1.5%. The details of the change in capital assets from last year are reflected in the table below.

Authority's Capital Assets

(Net of Depreciation)

Table 3- Dollars in thousands

	2021	2020
Leasehold improvements	$ 205	$ 217
Office equipment	29	26
Land	1,356	441
Infrastructure	2,909	-
Construction in progress	125,736	127,588
	$ 130,235	$ 128,272

Additional information on the Authority's capital assets can be found in the Notes to the Financial Statements in this report under section II, subsection C-Capital Assets.

Long-Term Obligations

At the end of the current year, the Authority had total contractually obligated long-term debt of $93.2 million (not including unamortized premium activity). The details of the change in debt from last year are as indicated:

Authority's Long-Term Obligations
Table 4 - Dollars in thousands
(not including unamortized activity)

	2021	2020
Bonds	$ 93,243	$ 94,950
	$ 93,243	$ 94,950

The net decrease in long-term debt was $1,708M, which consisted of principal retirement of the current existing debt totaling $2,110M and increase of additional principal accretion in the amount of $402K as stipulated in loan documents.

ECONOMIC FACTORS AND NEXT YEAR

- The continued growth of vehicle registration fees is expected.
- The continued growth of overweight permit fees usage is expected.
- Continued partnership with Texas Department of Transportation is expected.
- In February 2022, the Authority issued Senior Lien Toll and Vehicle Registration Fee Revenue Bonds, Series 2022A and 2020B in the amounts of $151,650,345 and $63,884,707, respectively. Proceeds from the issuance of these bonds will be utilized on the 365 Toll Road project and to retire the Texas Department of Transportation State Infrastructure Bank loan.

All these factors were considered in preparing the Authority's budget for the year 2022.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the Authority's finances for all those with an interest in the Authority's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Hidalgo County Regional Mobility Authority, 203 W. Newcombe Ave., Pharr, TX 78577.

BASIC FINANCIAL STATEMENTS

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
STATEMENT OF NET POSITION
DECEMBER 31, 2021

ASSETS		
Current assets:		
Cash and cash equivalents	$	3,468,771
Cash with fiscal agent		122,300
Investments		27,545
Receivables (net of allowance for uncollectible):		
Vehicle registration fees receivable		525,140
Promiles- receivable		6,831
Prepaid expense		18,198
Restricted assets:		
Cash and cash equivalents		11,257,631
Investments		331,198
Total current assets		15,757,614
Noncurrent assets:		
Prepaid bond insurance		298,229
Capital assets:		
Land		1,356,039
Leasehold improvements		285,923
Office equipment		40,946
Infrastructure		3,010,637
Construction in progress (nondepreciable)		125,736,292
Accumulated depreciation		(193,927)
		130,235,910
Total noncurrent assets		130,534,139
Deferred Outflow of Resources:		
Deferred charges on refunding		4,102,032
Total deferred outflows		4,102,032
Total assets and deferred outflow of resources		150,393,785
LIABILITIES		
Current liabilities payable not from restricted assets:		
Accounts payable	$	295,484
Current portion of long-term debt		2,268,299
Unearned revenue		122,300
Current liabilities payable from restricted assets:		
Accounts payable		43,122
Accrued interest payable		218,151
Total current liabilities payable		2,947,356
Noncurrent liabilities:		
Long-term debt (net of current portion)		92,381,765
Total noncurrent liabilities		92,381,765
Total liabilities		95,329,121
NET POSITION		
Net invested in capital assets		44,496,180
Restricted for:		
Debt service		6,368,977
Capital projects		4,958,579
Unrestricted		(759,072)
Total net position		55,064,664
Total liabilities and net position	$	150,393,785

The notes to the financial statements are an integral part of this financial statement.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE YEAR ENDED DECEMBER 31, 2021

Operating revenues:		
Charges for sales and services:		
Vehicle registration fees	$	6,966,590
Overweight permit fees		1,060,371
Total operating revenues		8,026,961
Operating expenses:		
Personnel services		858,063
Supplies		5,721
Other services and charges		401,773
Depreciation expense		137,070
Total operating expenses		1,402,627
Operating income		6,624,334
Non-operating revenues (expenses):		
Investment earnings-unrestricted		1,752
Investment earnings-restricted		7,902
Intergovernmental		90,000
Interest expense and principal accretion - SIB loan		(879,360)
Interest expense/fees - bonds		(1,857,800)
Interest expense - amortization bond premiums/deferred charges on refunding		(1,963,362)
Total non-operating (expenses) revenues		(4,600,868)
Change in net position		2,023,466
Total net position - beginning		53,041,198
Total net position - ending	$	55,064,664

The notes to the financial statements are an integral part of this financial statement.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2021

CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from vehicle registrations, overweight permit fees, and other	$	8,027,285
Payments to employees		(800,727)
Payments to suppliers		(5,720)
Payments for contractual services		(425,344)
Net cash provided by operating activities		6,795,494
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Receipts from other governmental entities		90,000
Net cash provided by noncapital financing activities		90,000
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Acquisition and construction of capital assets		(1,944,273)
Principal paid on long-term debt		(2,110,000)
Interest paid on long-term liability		(2,271,651)
Net cash used by capital and related financing activities		(6,325,924)
CASH FLOWS FROM INVESTING ACTIVITIES		
Net purchase of investments		(10,151)
Interest income		9,658
Net cash used by investing activities		(493)
Net increase in cash and cash equivalents		559,077
Cash and cash equivalents, beginning of fiscal year as previously reported		120,015
Add: LOGIC account balances - reclassified from investments to cash and cash equivalents		14,047,310
Cash and cash equivalents beginning of fiscal year, restated		14,167,325
Cash and cash equivalents, end of fiscal year	$	14,726,402
Reconciliation of operating income to net cash provided by operating activities:		
Operating income	$	6,624,334
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation expense		137,070
Increase in prepaid expense		(14,996)
Increase in accounts receivable-Vehicle Registration Fees		(1,620)
Increase in accounts receivable-Promiles		1,942
Increase in accounts payable		48,764
Total adjustments		171,160
Net cash provided by operating activities	$	6,795,494

The notes to the financial statements are an integral part of this financial statement.

NOTE I - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The Hidalgo County Regional Mobility Authority (Authority) is an independent governmental agency created in November 2005 pursuant with Chapter 370 of the Transportation Code. The Authority is governed by a seven-member Board of Directors (the Board) appointed by the Governor of the State of Texas and the Hidalgo County Commissioners' Court. The Board is responsible for setting policies, identifying priorities and ensuring the Authority is operated effectively. Board members, appointed to serve two-year terms, are volunteers and are not compensated for their service.

The Authority was created to be a proactive partner empowering the community to address congestion and mobility concerns through local means with local leadership. It was created to plan, develop, fund and maintain a transportation system to serve the estimated 1.5 million residents living in Hidalgo County by 2025. The Authority's mission is to develop a publicly owned transportation system that creates jobs through increased mobility and access, is locally funded for reliable delivery, pays for itself in terms of future maintenance and also funds new projects to meet the future transportation needs of Hidalgo County. In its petition to create the Hidalgo County Regional Mobility Authority, Hidalgo County identified the Hidalgo Loop System (the Loop System) as the initial set of projects to be developed under the guidance of the Authority. The planning for the Loop System was started in 2000 by Hidalgo County and the Hidalgo County Metropolitan Planning Organization. The Authority concluded its additional planning effort for the Loop System around the urban part of Hidalgo County in 2010. Based on this effort, the Authority identified 2 independent projects, the Trade Corridor Connector (TCC) and the International Bridge Trade Corridor (IBTC), that provide utility to County residents and together begin building the Loop System. Additional state aid through the Texas Department of Transportation and the addition of a potential third project, the La Joya Relief Route, has required the Authority to re-examine the initial projects. A five-year Strategic Plan approved in March 2012 emphasizes the Authority's efforts to begin development of the Loop System projects, which prioritize 365 Tollway (formerly TCC), the International Border Trade Corridor, and State Highway 68 (formerly Segment D).

The Authority is not included in any other governmental "reporting entity" as defined by GASB Statement No. 14, "*The Reporting Entity.*" There are no component units included within the reporting entity.

B. Basis of Accounting

The financial statements of the Authority have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The operations of the Authority are accounted for within a single proprietary (enterprise) fund on an accrual basis. The accounting and financial reporting treatment applied is determined by measurement focus. The financial statements of the Authority measure and report all assets, liabilities, revenues, expenditures, and gains and losses using the economic resources measurement focus and accrual basis of accounting. Under this basis, revenues are recognized in the period in which they are earned, expenses are recognized in the period in which they are incurred, depreciation of assets is recognized and all assets and liabilities associated with the operation of the Authority are included in the Statement of Net Position. Operating expenses include the cost of administrative expenses. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

NOTE I - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - *(Continued)*

C. Cash and Cash Equivalents, Cash with Fiscal Agent, and Investments

Cash and cash equivalents include demand deposits held with financial entities and short-term highly liquid investments that are readily convertible and have original maturities of three months or less. Cash with fiscal agent include cash held by a third party for prepaid overweight permit fees (ProMiles Software Development Corp.). These deposits are fully collateralized or covered by federal deposit insurance.

Investments are reported at fair value. The net change in fair value of investments is recorded on the statements of revenues, expenses and changes in net position and includes the unrealized and realized gains and losses on investments. The Authority's major investments are held by a third party, Wilmington Trust, per bond covenants. The Authority's local government investment pools are recorded at amortized cost as permitted by GASB Statement No. 79, *"Certain Investment Pools and Pool Participants."*

D. Capital Assets

Capital assets are defined by the Authority as assets with an initial, individual cost of more than $5,000 and an estimated useful life in excess of one year. As the Authority constructs or acquires capital assets each year, including infrastructure assets, they are capitalized and reported at historical cost. The reported value excludes normal maintenance and repairs, which are amounts spent in relation to capital assets that do not increase the asset's capacity or efficiency or increase its estimated useful life.

Land and construction in progress, which include capitalized costs for legal, consulting and engineering relating to the planning on the loop projects, are not depreciated. Depreciation on construction in progress will not begin until the projects are operational. Leasehold improvements, equipment and infrastructure assets are depreciated using the straight-line method over the following estimated useful lives:

Capital asset classes	Lives
Leasehold improvemens	10
Office equipment	5
Infrastructure - roads	30

E. Restricted Assets

Proceeds from the Authority's bonds are restricted for projects. Certain resources are set aside for debt service are classified as restricted assets on the Statement of Net Position because their use is limited by applicable bonds covenants. These restricted assets are held and disbursed by Wilmington Trust, fiscal agent.

F. Receivables

All receivables are shown net of allowance for uncollectible balances, which are estimated based on historical activity. At December 31, 2021, all receivables are expected to be collected, therefore, no allowance for uncollectible balances was deemed necessary.

NOTE I - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - *(Continued)*

G. Net Position

The difference between assets and deferred outflows of resources less liabilities is reported as net position. Net position is comprised of the following components:

- *Net investment in capital assets* consists of capital assets, net of accumulated depreciation and reduced by outstanding balances of bonds and other debt that are attributable to the acquisition, construction, or improvement of those assets. Deferred outflows of resources that are attributable to the acquisition, construction and improvement of those assets or related debt are included in this component of net position.
- *Restricted* net position consists of restricted assets reduced by liabilities related to those assets. Assets are reported as restricted when constraints are placed on asset use either by external parties or by law through constitutional provision or enabling legislation.
- *Unrestricted* net position is the net amount of the assets, deferred outflows of resources and liabilities that does not meet the definition of the two preceding categories.

When both restricted and unrestricted resources are available, a flow assumption must be made about the order in which the resources are considered to be applied. The Authority's policy is to consider restricted net position as having been used first before unrestricted net position is applied.

H. Classification of Operating and Non-operating Revenues and Expenses

The Authority defines operating revenues and expenses as those revenues and expenses generated by a specified program offering either a good or service. This definition is consistent with GASB Statement No. 9 which defines operating receipts as cash receipts from customers and other cash receipts that do not result from transactions defined as capital and related financing, non-capital financing or investing activities.

As previously noted, when an expense is incurred that can be paid using either restricted or unrestricted resources, the Authority's policy is to first apply the expense toward restricted resources, and then towards unrestricted resources available for use.

I. Estimates

The preparation of financial statements in conformity with Generally Accepted Accounting Principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE I - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - *(Continued)*

J. Personnel Liabilities

The Authority does not have any employees nor any personnel liabilities; the employees who perform operating activities for the Authority are loaned to the Authority by the City of Pharr, TX. All personnel are employees of the City of Pharr. Actual costs incurred by the City of Pharr are reimbursed by the Authority.

K. Income Taxes

The Authority is an instrumentality of the State of Texas. As such, income earned in the exercise of its essential government functions is exempt from state or federal income taxes. Bond obligations issued by state and local governments are tax-exempt only if the issuers pay rebate to the federal government of the earnings on the investment of the proceeds of a tax-exempt issue more than the yield on such obligations and any income earned on such excess.

L. Bond Premiums, Discounts, Issuance Costs, and Deferred Outflows

The Authority amortizes premiums and discounts over the estimated useful life of the bonds as an adjustment to interest expense using the straight-line method. Bond issuance cost is expensed as incurred, in accordance with Governmental Accounting Standards Board ("GASB") Statement No. 65 *"Items Previously Reported as Assets and Liabilities."* Deferred gains/losses on refunding (the difference between the reacquisition price and the carrying value of existing (debt) are recorded as deferred outflows of resources and amortized over the shorter of the life of the original bonds or the life of the refunding bonds.

M. Reclassifications

Certain amounts in prior year's presentation have been reclassified to conform to the current year's presentation. These reclassifications have no effect on previously reported changes in net position.

N. Rounding Adjustments

Throughout this annual financial report, dollar amounts are rounded, thereby creating differences between the details and the totals.

NOTE II - DETAILED NOTES ON THE AUTHORITY'S ACTIVITY

A. Cash and Investments

Plains Capital Bank maintains the Authority's deposits for safekeeping and secures the funds with pledged securities in an amount sufficient to protect the Authority's funds, currently at 105% of unsecured deposits. The pledge of securities is provided in excess of the deposits above the Federal Deposit Insurance Corporation ("FDIC") insurance. At December 31, 2021, the Authority's deposits were entirely covered by federal deposit insurance or were secured by collateral held by the Authority's agent in the Authority pursuant to the Authority's Depository Agreement with Plains Capital Bank. At December 31, 2021, the carrying amount of the Authority's deposits was $90,420 and bank balance was $94,316.

The Authority invests in Local Government Investment Cooperative ("LOGIC"). LOGIC is a local government investment pool organized in conformity with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and the Public Funds Investment Act, Chapter 2256 of the Texas Government Code (the "PFIA"). These two acts provide for the creation of public funds investment pools (including LOGIC) and authorize eligible government entities to invest their public funds under their control through the investment pools. As permitted by GASB Statement No. 79, *"Certain External Investment Pools and Pool Participants,"* the Authority's investments in LOGIC are stated at cost, which approximates fair value.

The Authority classifies its investments with LOGIC as cash and cash equivalents for financial reporting purposes as balances may be withdrawn at any time without penalty. At December 31, 2021, investments in LOGIC totaled $14,635,982 of which $11,257,631 was restricted by bond covenants and $3,378,351 was unrestricted.

The Authority has investments that are unrestricted and restricted. The unrestricted investment are the funds not legally restricted for a specific purpose and are invested government securities, which are held by Wilmington Trust. The Authority's restricted investments are from funds received from the issuance of debt and restricted by bond covenants for a specific purpose. Wilmington Trust is the fiscal agent for the Authority who is authorized to invest the restricted funds; they are currently investing in government securities.

The Authority categorizes its fair value measurements with the fair value hierarch established by generally accepted accounting principles. The three levels of fair value hierarchy are as follows:

- Level 1: Quoted prices (unadjusted) in active markets for identical assets or liabilities.
- Level 2: Inputs (other than quoted prices included within Level 1) that are observable for the asset or liability either directly or indirectly.
- Level 3: Unobservable inputs—market data are not available and are developed using the best information available about the assumptions that market participants would use when pricing asset or liability.

NOTE II - DETAILED NOTES ON AUTHORITY'S ACTIVITY - *(Continued)*

A. Cash and Investments – *(Continued)*

The Authority has the following fair value measurement as of December 31, 2021:

		Fair Value Measurement Using		
	Fair Value	Level 1 Inputs	Level 2 Inputs	Level 3 Inputs
Government Securities - Unrestricted	$ 27,544	$ 27,544	$ -	$ -
Government Securities - Restricted	331,199	331,199	-	-
	$ 358,743	$ 358,743	$ -	$ -

Interest Rate Risk

Interest rate risk is the risk that the changes in interest rates will adversely affect the fair value of an investment. Interest rate risk may be mitigated by investing operating funds primarily in shorter term securities, money market funds or similar investment pools and limiting the average maturity of the portfolio. At year end, the Authority was not exposed to interest rate risk. All investments held by the Authority are short term in nature as follows:

	Investment Maturities (in Years) at the end of December 31, 2021			
	Fair Value	Less Than 1	1-2	2-3
Government Securities-Unrestricted	$ 27,544	$ 27,544	$ -	$ -
Government Securities-Restricted	331,199	331,199	-	-
	$ 358,743	$ 358,743	$ -	$ -

Credit Risk

Credit risk is the risk that an issuer or other counter party to an investment will not fulfill its obligation. As of December 31, 2021, the investments in the State's investment pools were rated AAAm by Standards and Poor's.

Custodial Credit Risk

Deposits and investments are exposed to custodial credit risk if they are not covered by depository insurance and the deposits and investments are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the Authority's name.

The Authority has a process of maintaining contact with the trust department of its depository bank to eliminate all custodial credit risk once a need for an increase in collateral is identified the trust department adjusts the collateral amount accordingly. As of December 31, 2021, the Authority's bank balance was not exposed to custodial credit risk and was over-insured and over-collateralized via Plains Capital's investment in federal securities held by a third party in the name of the Authority to cover the amount of deposits over the FDIC collateral.

NOTE II - DETAILED NOTES ON AUTHORITY'S ACTIVITY - (*Continued*)

A. Cash and Investments – (*Continued*)

Concentration of Credit Risk
The Authority's investment holdings at December 31, 2021 were strictly confined in government securities. The investment policy is silent in the concentration of holdings in the various types of securities and investments.

B. Unearned Revenue

The Authority reports unearned revenue in connection with resources that have been received, but not yet earned. As of December 31, 2021, the Authority's unearned revenues totaled $122,300. Unearned revenues totaling $122,300 were due to prepayments by customers who purchase commercial truck overweight permits. The third party who is acting as the Authority's Fiscal Agent is Promiles, the company that owns the software that is used for online overweight permit purchases.

C. Capital Assets

Capital asset activity for the year ended December 31, 2021, was as follows:

	Balance 12/31/2020	Increases	Disposals/ Transfers	Balance 12/31/2021
Capital Assets, not being depreciated:				
Land	$ 441,105	$ -	$ 914,934	$ 1,356,039
Construction in progress	127,588,194	2,073,670	(3,925,571)	125,736,293
Total Capital Assets not being depreciated	128,029,299	2,073,670	(3,010,637)	127,092,332
Capital Assets, being depreciated:				
Leasehold improvements	266,776	19,147	-	285,923
Office equipment	33,136	7,810	-	40,946
Infrastructure-roads	-	-	3,010,637	3,010,637
Total Capital Assets being depreciated	299,912	26,957	3,010,637	3,337,506
Less accumulated depreciation for:				
Lease hold improvements	(50,153)	(30,776)	-	(80,929)
Office equipment	(6,705)	(4,939)	-	(11,644)
Infrastructure-roads	-	(101,354)	-	(101,354)
Total accumulated depreciation	(56,858)	(137,069)	-	(193,927)
Total Capital Assets being depreciated (Net)	243,054	(110,112)	3,010,637	3,143,579
Net Total Capital Assets	$ 128,272,353	$ 1,963,558	$ -	$ 130,235,911

NOTE II - DETAILED NOTES ON AUTHORITY'S ACTIVITY - (*Continued*)

C. Capital Assets— *(Continued)*

Increase in construction in progress consists of the following:

Consulting and engineering	$ 816,570
Legal and professional	171,448
Loop project: 365 Tollway/IBTC	874,305
Captialized wages	211,347
	$ 2,073,670

D. Non-capitalized Construction Costs

Non-capitalized construction costs include costs associated with projects which will not be owned or maintained by the Authority once the project is completed. Costs associated with these projects are expensed as incurred. For the year ended December 31, 2021, the Authority did not have any non-capitalized construction costs.

E. Long-Term Obligations

1. Revenue bonds

The Authority originally issued a Series 2013 bond for which it pledged revenues derived from vehicle registration fees to pay the debt. Due to favorable market interest rates, the Authority authorized the issuance of Series 2020 bonds in the amount of $67,885,000. It consisted of tax-exempt Series 2020A in the amount of $9,870,000 and taxable Series 2020B in the amount of $58,015,000. The taxable 2020B Series was a partial advance refunding of the Series 2013 bonds, which resulted in $6,540,415 in present value savings. At the time of sale, $57,664,740 was placed in an irrevocable trust for future payment when Series 2013 bonds are callable in 2023.

NOTE II - DETAILED NOTES ON AUTHORITY'S ACTIVITY - (*Continued*)

E. Long-Term Obligations (*Continued*)

1. Revenue bonds (*Continued*)

At December 31, 2021, the Authority had the following long-term debt outstanding:

$61,600,000 refunding bonds, Series 2013 due in various installments through 2023 with interest of 4.0% to 5.0%.		$2,785,000
$9,870,000 refunding bonds, Series 2020A due in various installlments through 2050 with interest of 3.0% to 4.0%.		9,870,000
$58,015,000 refunding bonds, Series 2020B due in various installments through 2043 with interest of 2.91% to 2.97%.		57,210,000
$20,000,000 Junior Lien Bond, Series 2016A due in various installments through 2051 with interest of 3.5%.	$20,000,000	
Principal accretion on Junior Lien Bond, Series 2016A.	3,377,510	
Total outstanding balance on Junior Lien Bond, Series 2016A		23,377,510
Total principal outstanding		93,242,510
Bond premium		1,407,554
Total bonds payable		$ 94,650,064

The Junior Lien Bond, Series 2016A was executed December 1, 2016 in the amount of $20,000,000. The first principal installment in the amount of $210,000 is due December 1, 2026 and the first interest payment is due December 1, 2021. Interest will accrete at a rate of 3.5% per annum, compounding semi-annually on June 1 and December 1 of each year until June 1, 2021. As of December 31, 2021, accretion to date totaled $3,377,510.

Debt service requirements on long-term obligations at December 31, 2021 including principal accretion are as follows:

Year Ended December 31	Principal	Interest	Total
2022	$ 2,170,000	$ 2,617,817	$ 4,787,817
2023	2,240,000	2,544,317	4,784,317
2024	2,325,000	2,466,530	4,791,530
2025	2,345,000	2,444,117	4,789,117
2026	2,575,000	2,419,167	4,994,167
2027-2031	13,688,000	11,416,910	25,104,910
2032-2036	15,370,000	9,891,086	25,261,086
2037-2041	19,984,000	7,525,862	27,509,862
2042-2046	16,286,000	4,342,037	20,628,037
2047-2051	16,259,510	1,578,761	17,838,271
	$ 93,242,510	$ 47,246,604	$ 140,489,114

NOTE II - DETAILED NOTES ON AUTHORITY'S ACTIVITY - (*Continued*)

E. Long-Term Obligations (*Continued*)

1. Revenue bonds (*Continued*)

The Authority and Hidalgo County authorized the pledge of the vehicle registration fee revenues to secure payment of the Hidalgo County Regional Mobility Authority debt in a term not exceeding 40 years. The current net debt service position was $6,368,977 for the year ended December 31, 2021. These funds are required by the bond ordinance to be set aside to pay the bond debt. These funds are managed by a Trustee, Wilmington Trust, and are currently held in the Logic Investment Pool and government securities.

Long-term obligations outstanding at December 31, 2021 are as follows:

	Balance 12/31/2020	Increases	Decreases	Balance 12/31/2021	Due Within One Year
Bonds Payable:					
Revenue Bond Series 2013	$ 4,090,000	$ -	$ 1,305,000	$ 2,785,000	$ 1,360,000
Revenue Bond Series 2020A	9,870,000	-	-	9,870,000	-
Revenue Bond Series 2020B	58,015,000	-	805,000	57,210,000	810,000
Jr. Lien Bond Series 2016A	22,975,440	402,070	-	23,377,510	-
Premium on Bonds-2013	160,211	-	54,124	106,087	53,043
Premium on Bonds-2020A	1,346,364	-	45,256	1,301,108	45,256
Total Long-Term Obligations	$ 96,457,015	$ 402,070	$ 2,209,380	$ 94,649,705	$ 2,268,299

2. Arbitrage

In 2013, the Authority issued long-term debt for capital construction projects. These bonds are subject to arbitrage regulations. Arbitrage regulations call for the return of the difference in interest revenue against interest expense. At December 31, 2021, there was no liability of arbitrage that would have been owed to the federal government.

F. Finance-Related Legal and Contractual Provisions

In accordance with GASB Statement No. 38, "Certain Financial Statement Note Disclosures", violations of finance-related legal and contractual provisions, if any, are reported below, along with actions taken to address such violations:

Violation	Action Taken
None	Not applicable

NOTE II - DETAILED NOTES ON AUTHORITY'S ACTIVITY - *(Continued)*

G. Operating Lease Commitments

Effective March 1, 2018, the Authority entered into a building lease agreement with a 60 month term and monthly installments of $4,480. The agreement includes a renewal option for an additional 60 months. Additionally, the Authority leases certain office equipment. All the Authority's leases are accounted for as operating leases. The total costs of the Authority's leases were $63,466 for the year ended December 31, 2021. The future minimum lease payments for these leases are as follows:

December 31,	
2022	$ 62,024
2023	16,059
2024	5,324
	$ 83,407

NOTE III - OTHER INFORMATION

A. City Contributions

In 2018, the Authority adopted the 2019-2023 Strategic Plan Update – Program Manager Strategy No. 8, which included the International Bridge Trade Corridor and State Highway 68 projects. The Authority requested partnership with several cities in the form of Interlocal agreements to assist in paying for the preparation of the projects. The cities and the terms of the Interlocal agreements are reflected as follows:

City	Years	Amount/Yr
Alamo	10	$ 15,000
Donna	10	25,000
Edinburg	10	25,000
Pharr	10	25,000
San Juan	10	15,000
		$ 105,000

This agreement is subject to an annual budget appropriation by the City. In the event the funds are not appropriated, the City is under no obligation to provide funds. For the year ended December 31, 2021, actual collections from city contributions totaled $90,000.

B. Litigation

The Authority is currently a defendant in a lawsuit. The lawsuit remains in its early stages and it is the opinion of management and its outside attorneys that the possible outcome of the lawsuit and an estimate of the loss, if any, cannot presently be determined.

NOTE III - OTHER INFORMATION - (*Continued*)

C. Project Commitments

At December 31, 2021, the Authority had the following remaining project commitments:

Project	Authorization	Expended	Remaining
Program management	$ 1,018,119	$ 651,298	$ 366,821
Engineering/surveying	13,845,532	10,681,623	3,163,909
Enviornmental	978,022	898,248	79,774
Material testing	8,273,105	-	8,273,105
	$ 24,114,778	$ 12,231,169	$ 11,883,609

This table is not meant to reconcile to the balance of construction in progress. This table consists of current project commitments authorized by the board.

D. Impairment of Assets

The Authority reviews the carrying values of assets for impairment whenever events and circumstances indicate the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use the eventual disposition. In cases where undiscounted expected cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying values exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends, and other economic factors. The authority recorded no impairments for the year ended December 31, 2021.

E. Letter of Credit

As of December 31, 2021, the authority has not drawn upon the letter of credit, which has been issued in the maximum amount of $50,000 with interest of 1% with Plains Capital Bank.

F. Major Vendors

Two vendors accounted for 31% and 21% of vendor payments for the year ended December 31, 2021.

NOTE III - OTHER INFORMATION - (*Continued*)

G. New Accounting Pronouncements

No new accounting pronouncements were implemented during 2021. Management will implement upcoming GASB Statements as they become effective. The following is a summary of accounting pronouncements that management anticipates will be applicable to the Authority:

GASB Statement No. 87, *Leases*, increases the usefulness of governmental financial statements by requiring recognition of certain lease asset and liabilities for all leases, including those that previously were classified as operating leases and recognized as expenditures by lessees. This statement replaces the previous lease accounting methodology and establishes a single model for lease accounting based on the foundational principle that leases are a financing of the right to use an underlying asset. The requirements of this statement are effective for fiscal years beginning after June 15, 2021, which would be effective for the Authority for the year ended December 31, 2022.

H. Subsequent Events

In February 10, 2022, the Authority issued and received proceeds from the issuance of two revenue bonds. A Senior Lien Toll and Vehicle Registration Fee Revenue Bonds, Series 2022A in the amount of $151,650,345 and a Junior Lien Toll and Vehicle Registration Fee Revenue Bonds, Series 2022B in the amount of $63,884,707. The purpose of these two bond issues is to begin construction of the 365 Toll Road and to retire the Texas Department of Transportation State Infrastructure Bank Bond in the amount of $23,377,510.

REPORTS REQUIRED UNDER
GOVERNMENT AUDITING STANDARDS

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Hidalgo County Regional Mobility Authority

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Hidalgo County Regional Mobility Authority (the Authority), as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise of the Authority 's basic financial statements, and have issued our report thereon dated March 16, 2022.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



McAllen, Texas
March 16, 2022

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Workshop Item 2

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2**
PLANNING COMMITTEE		**DATE SUBMITTED**	**03/11/22**
FINANCE COMMITTEE		**MEETING DATE**	**03/21/22**
TECHNICAL COMMITTEE			

1. Agenda Item: **WORKSHOP ITEM 2 – REVIEW OF FISCAL YEAR 2021 COMPLIANCE REPORT FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.**

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

   Review of Annual Compliance Report for Fiscal Year 2021. The report is required by Texas Administrative Code Title 43, Part I, Chapter 26, Subchapter G (Regional Mobility Authority and Audits), as amended

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

4. Budgeted: ___Yes ___No X N/A

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

6. Program Manager's Recommendation: ___Approved ___Disapproved X None

7. Planning Committee's Recommendation: ___Approved ___Disapproved X None

8. Board Attorney's Recommendation: ___Approved ___Disapproved X None

9. Chief Auditor's Recommendation: ___Approved ___Disapproved X None

10. Chief Financial Officer's Recommendation: ___Approved ___Disapproved X None

11. Development Engineer's Recommendation: ___Approved ___Disapproved X None

12. Construction Engineer's Recommendation: ___Approved ___Disapproved X None

13. Executive Director's Recommendation: ___Approved ___Disapproved X None

Hidalgo County Regional Mobility Authority

Compliance Report

Texas Administrative Code Title 43, Part I, Chapter 26, Subchapter G

§26.65(a) Annual Reports to the Commission

Compliance Rule	Compliance Statement	Certification
Rule §26.61 Written Reports:		
The annual operating and capital budgets adopted by the RMA year.	HCRMA is in compliance.	HCRMA adopted the FY 2022 Operating & Capital Budget on December 20, 2021.
Any annual financial information and notices of material events required to be disclosed under Rule 15c2-12 of the SEC.	Not applicable.	
To the extent not disclosed in another report required in this compliance report, a statement of any surplus revenue held by the RMA and a summary of how it intends to use the surplus revenue.	Not applicable. HCRMA does not have surplus income at this time.	
An independent auditor's review of the reports of investment transactions prepared under Government Code, §2256.023.	HCRMA is in compliance.	HCRMA Board of Directors accepted the FY 2021 financial statement and independent audit on March 22, 2022, which included a review of investment transactions.
Rule §26.62 Annual Audit:		
The RMA shall maintain its books and records in accordance with generally accepted accounting principles in the United States and shall have an annual financial and compliance audit of such books and records.	HCRMA is in compliance.	HCRMA Board of Directors accepted the FY 2021 financial statement and independent audit on March 22, 2022.
The annual audit shall be submitted to each county or city that is a part of the RMA within 120 days after the end of the fiscal year, and conducted by an independent certified public accountant.	HCRMA is in compliance.	HCRMA has made the financial statement and independent auditors report available to all interested parties.
All work papers and reports shall be retained for a minimum of four years from the date of the audit.	HCRMA is in compliance.	HCRMA's record retention policy in compliance with this requirement.
Rule §26.63 Other Reports to Counties and Cities:		
Provide other reports and information regarding its activities promptly when requested by the counties or cities.	HCRMA is in compliance.	All reports and activities are posted on the HCRMA web site at www.hcrma.net.
Rule §26.64 Operating Records:		
The Department will have access to all operating and financial records of the RMA. The executive director will provide notification if access is desired by the department.	HCRMA is in compliance.	

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Item 1A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**1A**
PLANNING COMMITTEE		**DATE SUBMITTED**	**03/15/2022**
FINANCE COMMITTEE		**MEETING DATE**	**03/22/2022**
TECHNICAL COMMITTEE			

1. Agenda Item: **REPORT ON PROGRAM MANAGER ACTIVITY FOR 365 TOLLWAY PROJECT AND IBTC ENVIRONMENTAL CLEARANCE DOCUMENT**

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

   Report on 365 Tollway and IBTC Projects

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

4. Budgeted: ___Yes ___No X N/A

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

6. Program Manager's Recommendation: ___Approved ___Disapproved **X** None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Auditor's Recommendation: ___Approved ___Disapproved **X** None

10. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

11. Chief Development Engineer's Recommendation: **X** Approved ___Disapproved ___None

12. Chief Construction Engineer's Recommendation: ___Approved ___Disapproved **X** None

13. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD OF DIRECTORS MEETING FOR MARCH 2022

HCRMA Board of Directors

S. David Deanda, Jr., Chairman
Forrest Runnels, Vice-Chairman
Ezequiel Reyna, Jr., Secretary/Treasurer
Alonzo Cantu, Director
Carlos Del Angel, Director
Francisco "Frank" Pardo, Director
Joaquin Spamer, Director

HCRMA Administrative Staff

Pilar Rodriguez, PE, Executive Director
Eric Davila, PE, PMP, CCM, Chief Dev. Eng.
Ramon Navarro IV, PE, CFM, Chief Constr. Eng.
Celia Gaona, CIA, Chief Auditor/Compliance Ofcr.
Jose Castillo, Chief Financial Ofcr.

General Engineering Consultant

HDR ENGINEERING, INC.

Report on HCRMA Program Management Activity
Chief Development Engineer – Eric Davila, PE, PMP, CCM

Overview

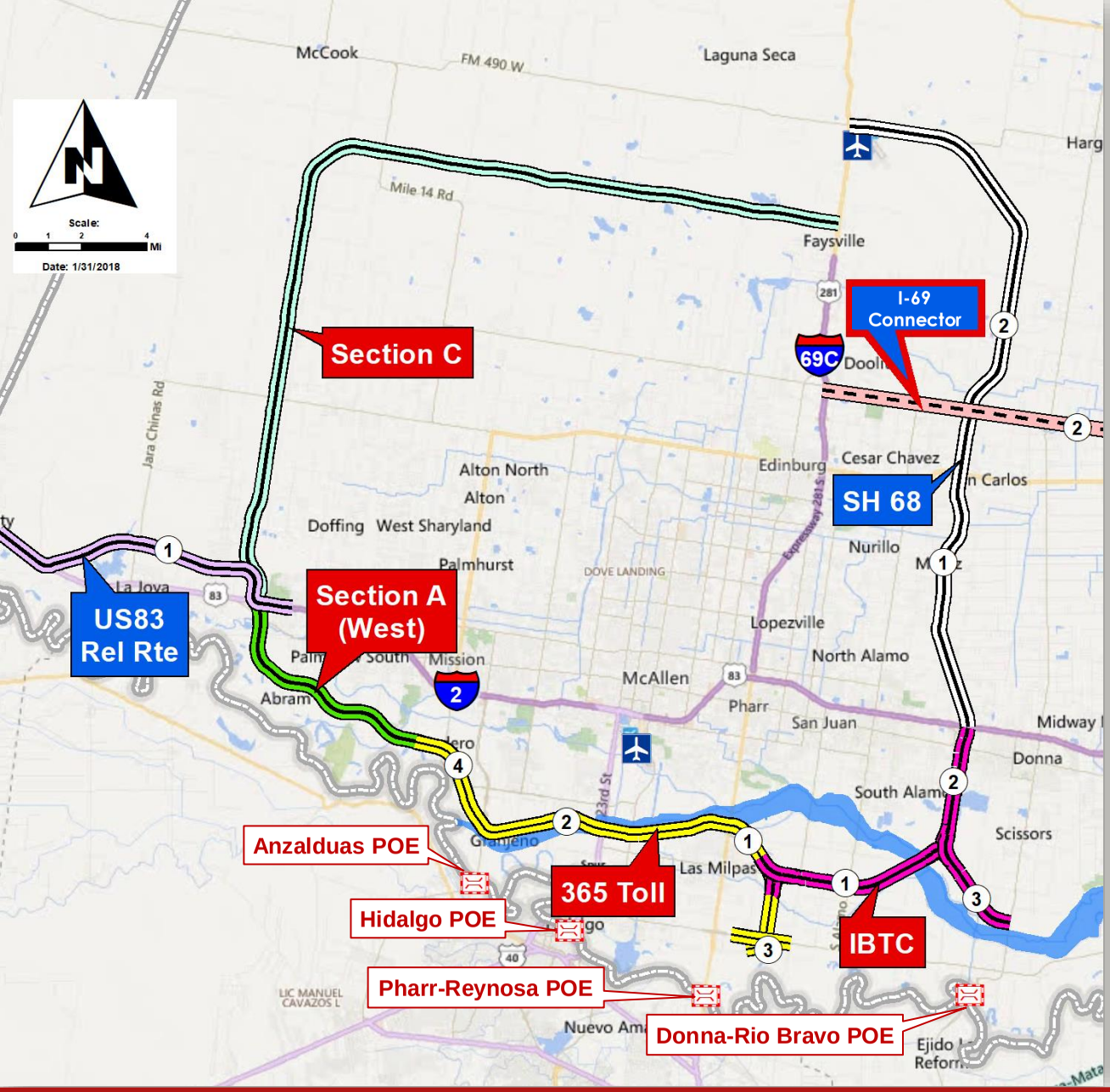
- 365 TOLL Project Overview
- IBTC Project Overview
- Overweight Permit Summary
- Construction Economics Update

MISSION STATEMENT:
"To provide our customers with a rapid and reliable alternative for the safe and efficient movement of people, goods and services"

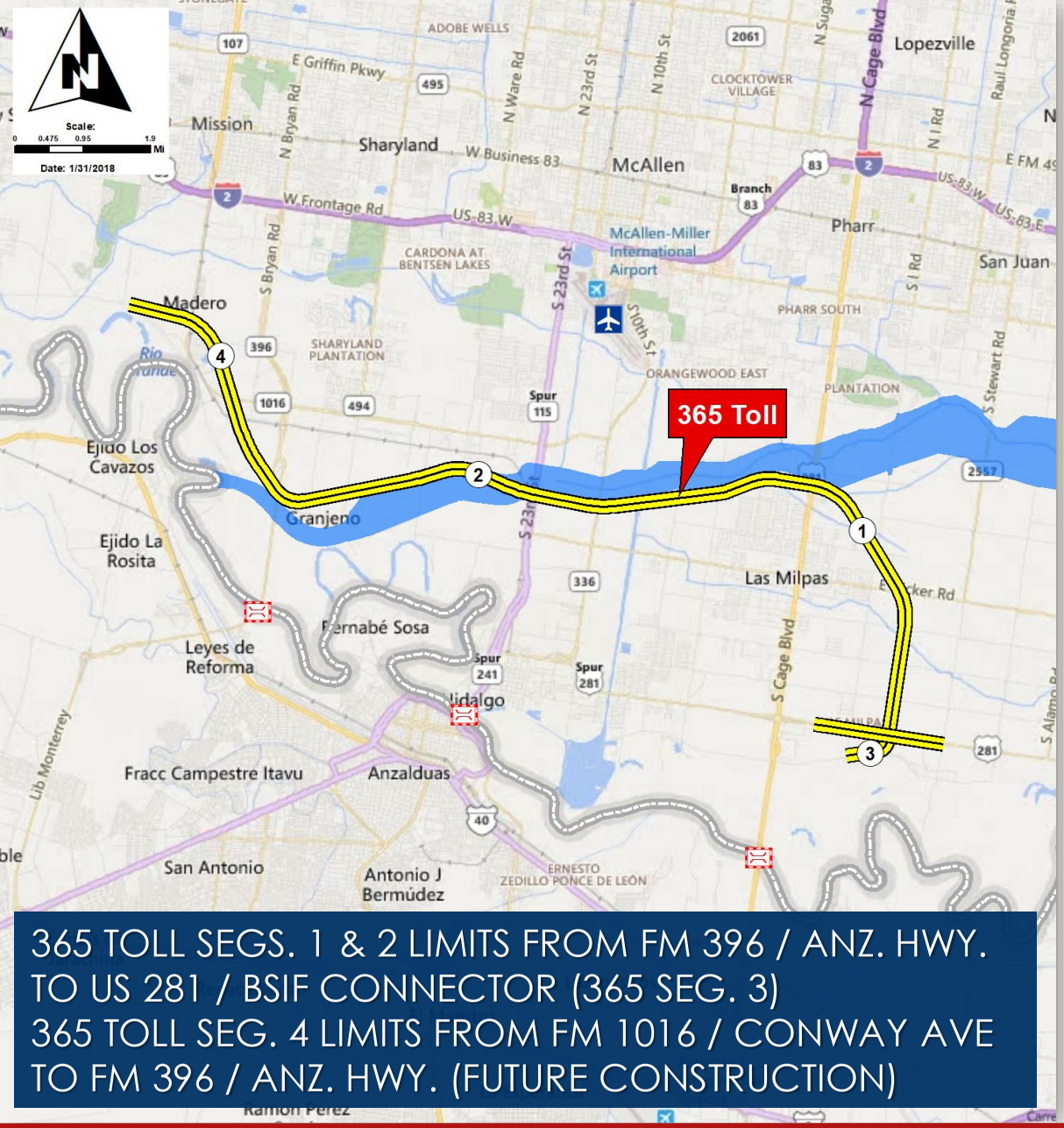
HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA
STRATEGIC PLAN

DEVELOP THE INFRASTRUCTURE TO SERVE A POPULATION OF APPROXIMATELY 800,000 RESIDENTS AND 5 INTERNATIONAL PORTS OF ENTRY



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365 TOLL SEGS. 1 & 2 LIMITS FROM FM 396 / ANZ. HWY. TO US 281 / BSIF CONNECTOR (365 SEG. 3)
365 TOLL SEG. 4 LIMITS FROM FM 1016 / CONWAY AVE TO FM 396 / ANZ. HWY. (FUTURE CONSTRUCTION)

365 TOLL

HCRMA

MAJOR MILESTONES:

NEPA CLEARANCE
07/03/2015

100% ROW ACQUIRED

PH 1: 365 SEG. 3 –
LET: 08/2015
COMPLETED

PH 2: 365 TOLL SEGS. 1 & 2 –
OPEN: 01/2029

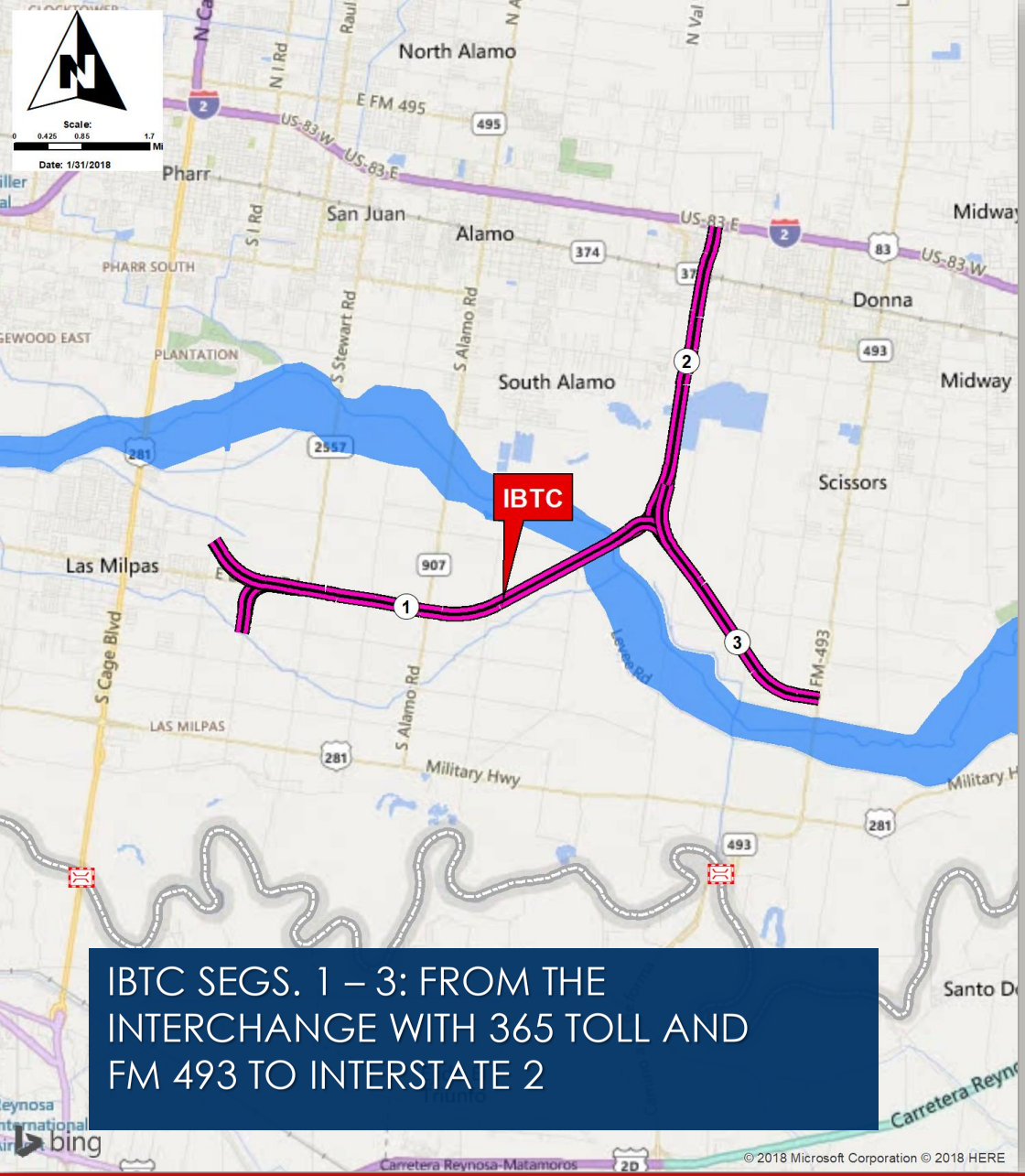
HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

SCHEDULE:

365 TOLL

- ~~**08/08/2021 - 10/13/2021**, HCRMA advertises the 365 Toll (66 days), hold prebid 08/31/2021, and opened bids 10/13/2021,~~
- ~~**10/19/2021**, HCRMA Approved Award of Contract,~~
- ~~**11/08/2021**, TxDOT concurred with award of contract,~~
- ~~**11/10/2021 - 12/01/2021**, finalized CO#1~~
- ~~**12/08/2021 – 12/20/2021**, HCRMA Board approved CO#2,~~
- ~~**12/21/2022**, HCRMA met with rating agencies,~~
- ~~**1/07/2022**, HCRMA posted Preliminary Official Statement,~~
- ~~**1/20/2022**, HCRMA priced bonds,~~
- ~~**02/10/2022**, HCRMA to close toll revenue bonds & issues NTP,~~
- ~~**03/2022**, Commence 42-month construction, and~~
- **09/2025**, Open to traffic,
- **01/2026**, Start of Toll Operations.

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IBTC SEGS. 1 – 3: FROM THE INTERCHANGE WITH 365 TOLL AND FM 493 TO INTERSTATE 2

IBTC

MAJOR MILESTONES:

OBTAINED EA ENV CLASSIFICATION: 11/2017

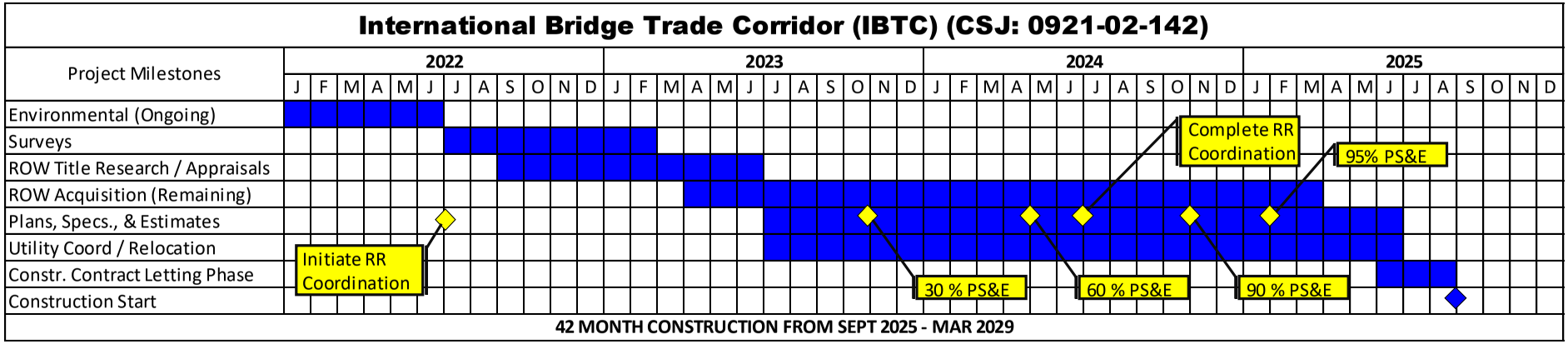
SCHEMATIC APPROVED: 11/2021

NEPA CLEARANCE: MID 2022

EST. LETTING: LATE 2025

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

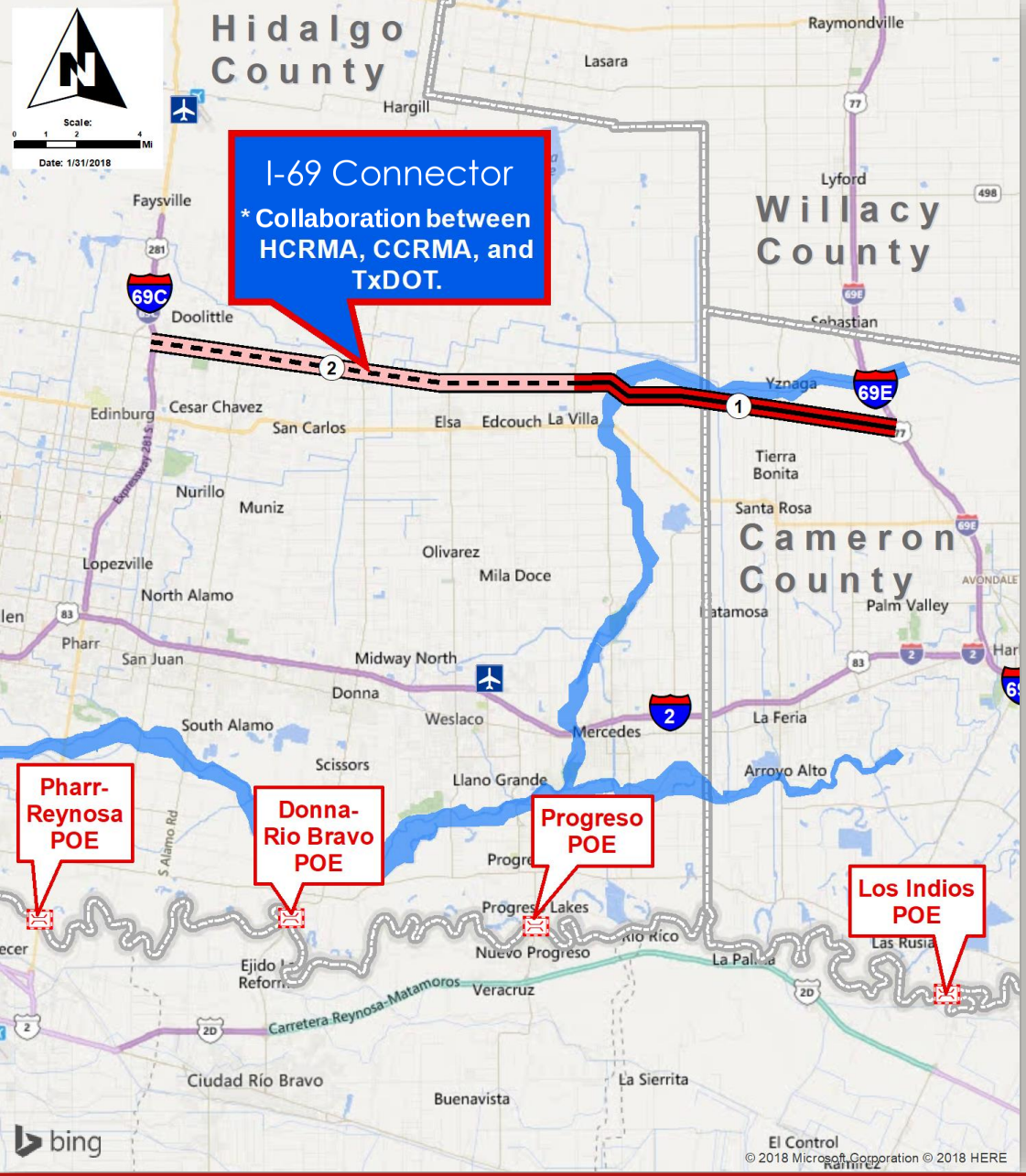
IBTC Schedule



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Advance Planning

- ~~Env.: Classification Letter and Scoping Toolkit Submitted Aug 2017~~
- ~~Held IBTC Environmental Kick off with TxDOT PHR / ENV April 6, 2018.~~
- ~~Public Meeting took place at Donna High School March 29, 2019.~~
- ~~All major technical reports submitted and approved.~~
- Submitted TIP revisions February 15, 2022 to program access to federal funds once project is functionally classified—pending plan STIP update.
- Conducting public hearing on March 17, 2022.
- Conducting risk workshop with TxDOT on April 5, 2022.



I-69 Connector

(COLLABORATION W/ TXDOT, CCRMA, AND HCRMA)

DESCRIPTION:

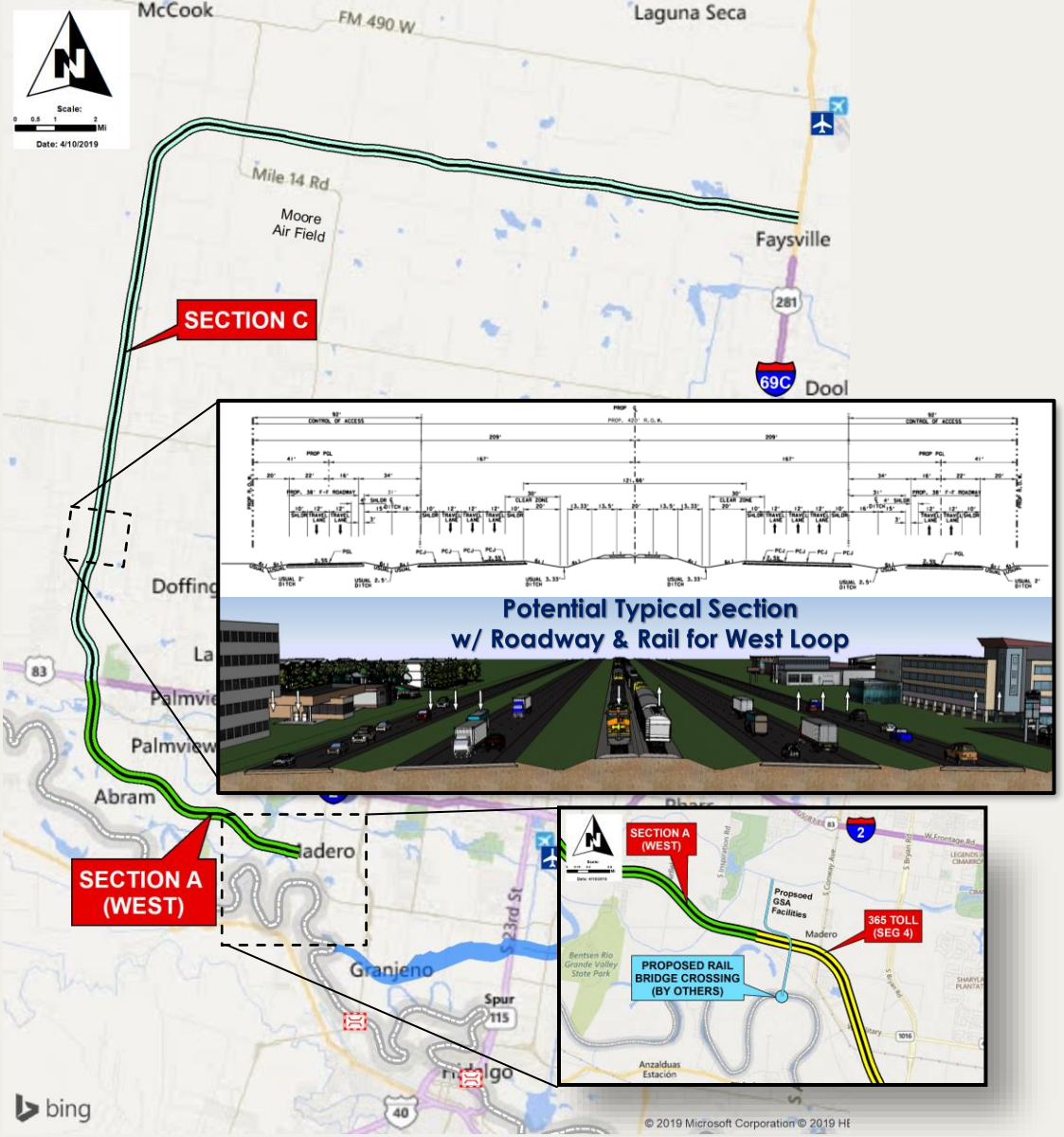
- PROJECT LENGTH ~27 MILES
- FROM I-69C IN HIDALGO COUNTY TO I69-E IN CAMERON COUNTY
- KEY PARALLEL CORRIDOR TO I-2 WITH IMPORTANCE TO MOBILITY PROJECTS BY TXDOT, CCRMA AND HCRMA
- TXDOT COMMITTED SUPPLEMENTAL DEVELOPMENT AUTHORITY FUNDS FOR THE ENTIRE 27 MILE CORRIDOR AS AN EXPRESSWAY FACILITY.
- TXDOT HAS COMMITTED TO FUNDING THE DEVELOPMENT OF THE SCHEMATIC DESIGN AND ENVIRONMENTAL DOCUMENTS.
- FEASIBILITY STUDIES KICKED OFF WITH A STAKEHOLDER MEETING OCT 2019.
- PUBLIC MEETING ON FEASIBILITY STUDIES HELD 12/2019 AND 11/2021.

HCRMA HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

WEST LOOP

SECTION A(WEST) / SECTION C

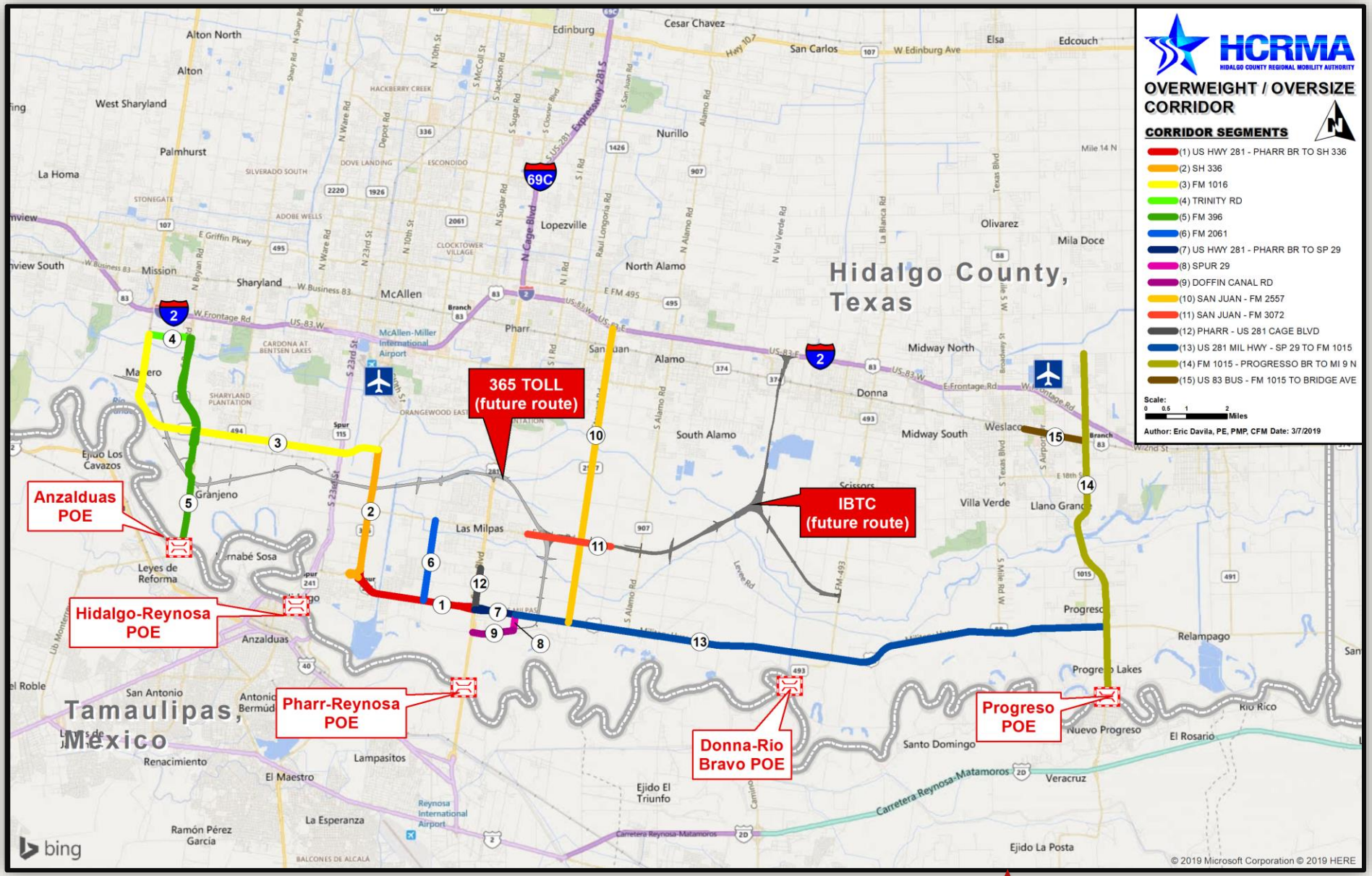
***COMPLIMENTS PROPOSED MISSION/MADERO-REYNOSA INTERNATIONAL BORDER CROSSING (BY OTHERS)**



DESCRIPTION:

- COMBINED PROJECT LENGTH:
  38 MILES FROM FM 1016 / CONWAY AVE (MISSION/MADERO) TO I-69C (NORTH EDINBURG)
- LIKELY TO BE CLASSIFIED AS AN ENVIRONMENTAL IMPACT STATEMENT (EIS) NEPA DOCUMENT (36 TO 48 MONTHS)—TO BE ENGAGED AFTER IBTC ENV.
- POTENTIAL FOR CLASS I RAIL WITHIN THE ROW PENDING DEVELOPMENTS FOR RAIL CROSSING IN MISSION AREA.
- INTERLOCAL AGREEMENT IN PLACE WITH CITY OF MISSION FOR HCRMA'S ASSISTANCE WITH ENVIRONMENTAL CLEARANCE EFFORTS.
- MARCH 2020 - HELD AN ILA KICK OFF MEETING WITH THE CITY OF MISSION TO BEGIN ALIGNING ENV. CLEARANCE EFFORTS WITH THE CITY'S INTENDED OVERALL PROJECT PLAN.
- MAY 2020 – HCRMA PROVIDED CITY OF MISSION W DRAFT SCOPES FOR ENV / TRAFFIC ENG. FOR THEIR PROPOSED ENV. CLEARANCE EFFORTS AT THE PROPOSED RAIL BRIDGE CROSSING.
- SEPTEMBER 2020 – TXDOT APPROVED CITY OF MISSION PROCUREMENT RULES TO ALIGN WITH THE "FEDERAL PROCESS"
- FEASIBILITY STUDIES ONGOING.

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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



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Overweight Report for Mar 2022: Jan 1, 2014 – Feb 28, 2022

OW

Total Permits Issued:	**228,812**
Total Amount Collected:	**$ 37,335,796**
■ Convenience Fees:	$ 737,196
■ Total Permit Fees:	$ 36,598,600
– Pro Miles:	$ 686,436
– TxDOT:	$ 31,108,810
– HCRMA:	$ 4,803,354

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Overweight Report for Mar 2022: Jan 1, 2021 – Feb 28, 2022

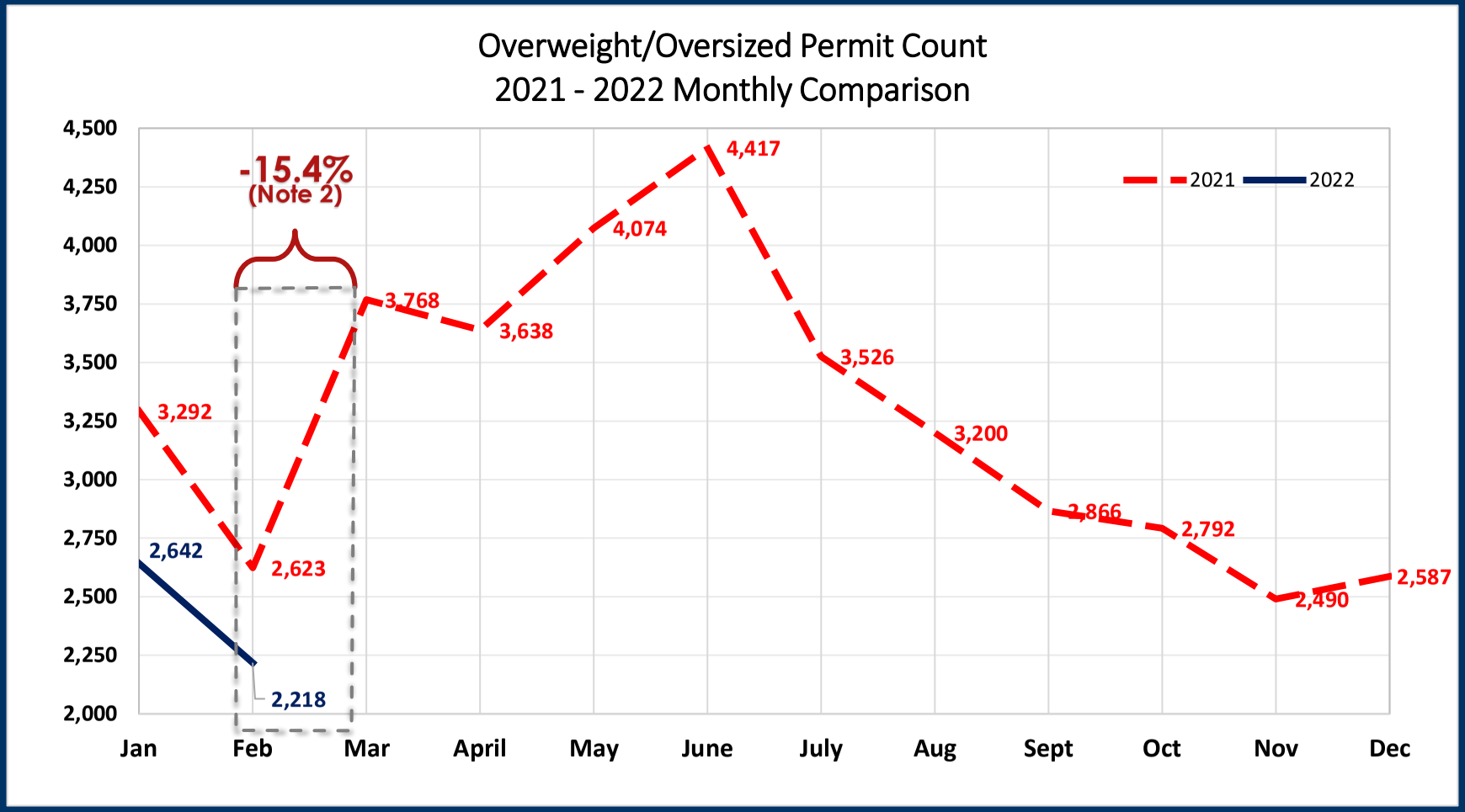
OW

Total Permits Issued:		**4,860**
Total Amount Collected:	**$**	**983,220**
■ Convenience Fees:	$	11,220
■ Total Permit Fees:	$	972,000
– Pro Miles:	$	14,580
– TxDOT:	$	826,200
– HCRMA:	$	131,220

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Overweight Report for Feb 2022: Jan 1, 2021 – Jan 31, 2022

OW

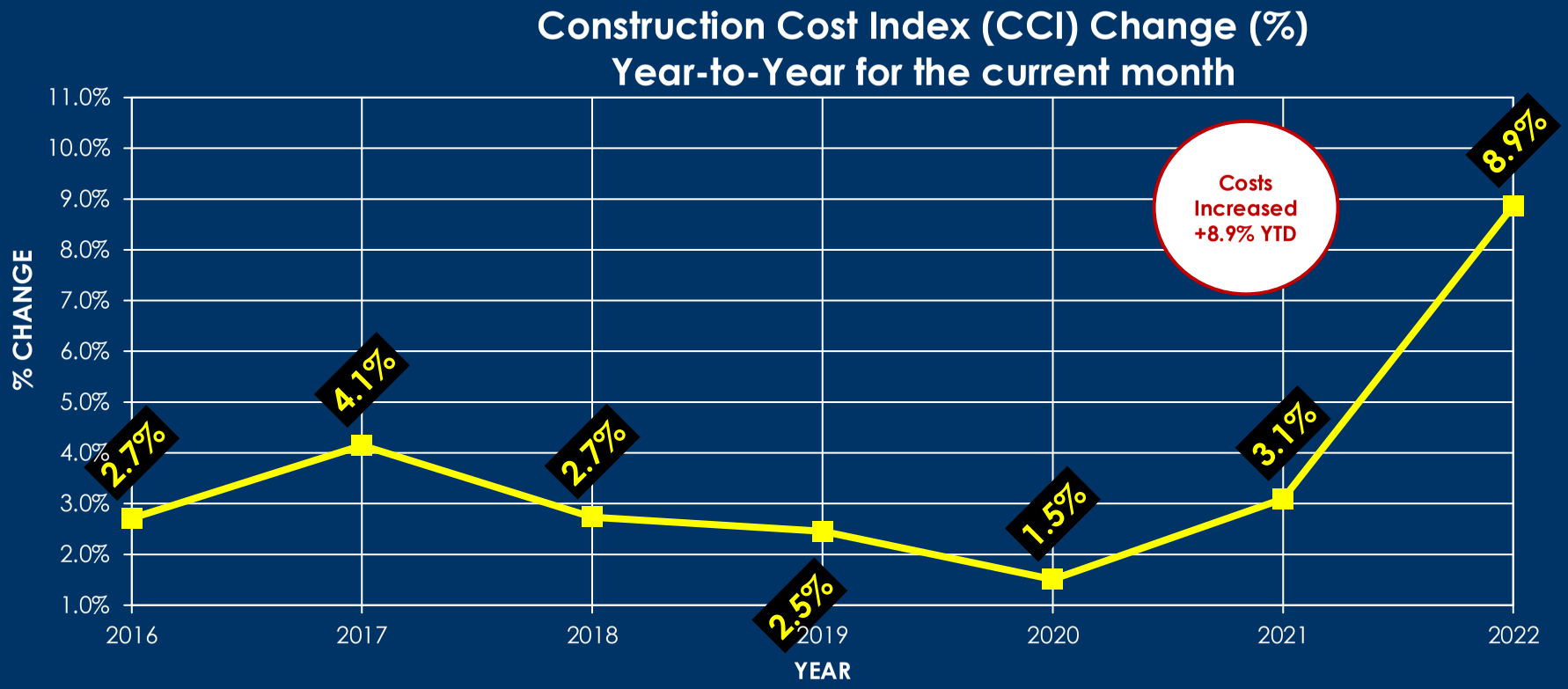


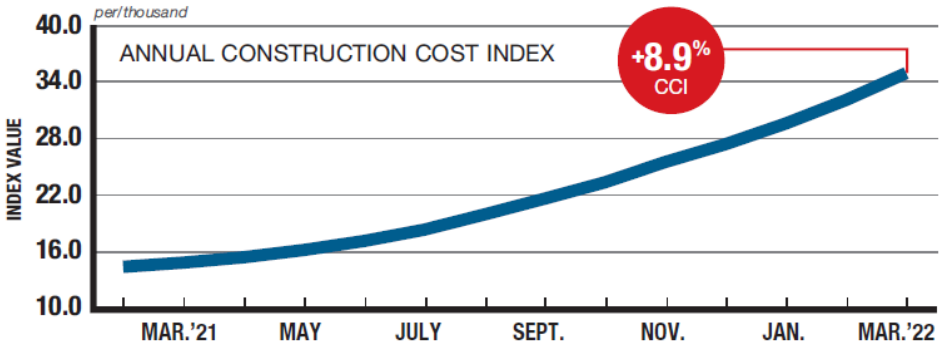
Notes:

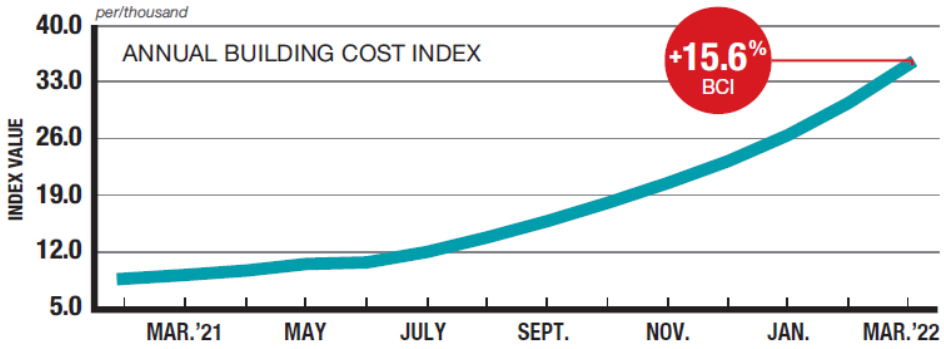
1. The permit count for 2021 (39,273) ended with a +9.0% (increase) compared to 2020 (36,040).
2. Monthly permit count of 2,218 represents a -15.4% (decrease) compared to the same month in 2020.

Constr. Economics Mar 2022

CE



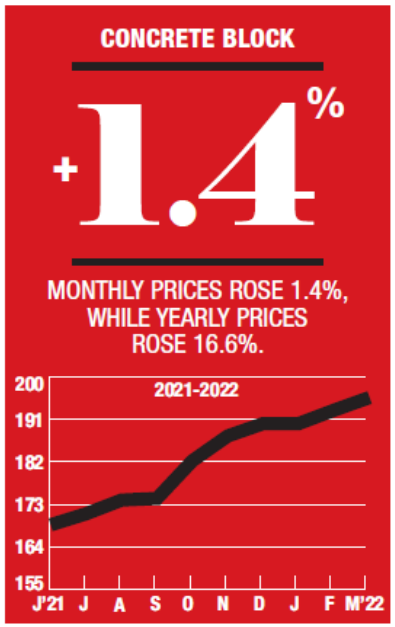




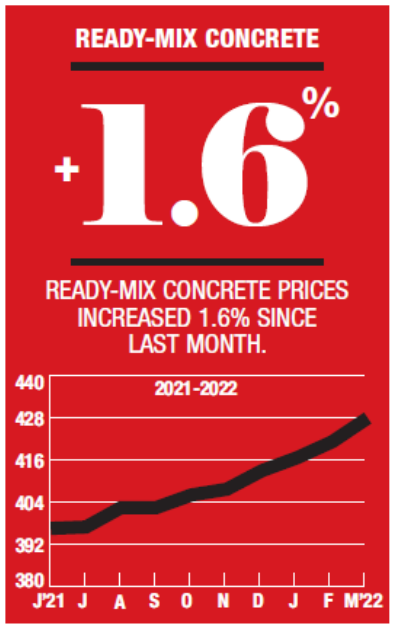
Source: McGraw Hill Construction ENR

CONSTR. ECONOMICS MAR 2022

CE

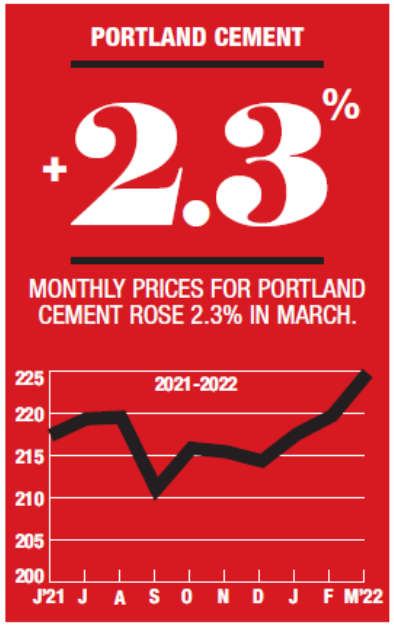


1992=100



1992=100





20-CITY AVERAGE

ITEM	UNIT	$PRICE	%MONTH	%YEAR
ASPHALT PAVING				
PG 58	TON	484.43	**+1.8**	+18.5
Cutback, MC800	TON	394.06	+1.2	+6.7
Emulsion, RAPID SET	TON	366.42	+0.6	+3.7
Emulsion, SLOW SET	TON	381.77	+0.6	+4.7
PORTLAND CEMENT				
Type one	TON	158.90	**+2.3**	+5.2
MASONRY CEMENT				
70-lb bag	TON	11.30	+1.5	+2.8
CRUSHED STONE				
Base course	TON	15.37	+0.3	+22.3
Concrete course	TON	15.59	+1.8	+32.8
Asphalt course	TON	16.52	+1.1	+19.7
SAND				
Concrete	TON	14.30	+1.3	+35.4
Masonry	TON	14.56	+0.2	+16.0
READY-MIX CONCRETE				
3,000 psi	CY	138.91	**+1.6**	+9.7
4,000 psi	CY	147.84	+1.1	+4.4
5,000 psi	CY	185.37	+1.0	–1.7
CONCRETE BLOCK				
Normal weight: 8" x 8" x 16"	C	184.64	**+1.4**	+16.6
Lightweight: 8" x 8" x 16"	C	172.55	+1.4	+8.1
12" x 8" x 16"	C	266.74	+1.6	+45.8

Item 1B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**1B**
PLANNING COMMITTEE		**DATE SUBMITTED**	**3/14/22**
FINANCE COMMITTEE		**MEETING DATE**	**3/22/22**
TECHNICAL COMMITTEE			

1. Agenda Item: **REPORT ON CONSTRUCTION ACTIVITY FOR THE 365 TOLLWAY PROJECT.**

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

   Report on 365 Tollway Project Construction Activities.

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

4. Budgeted: ___Yes ___No X N/A

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

6. Program Manager's Recommendation: ___Approved ___Disapproved **X** None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Auditor's Recommendation: ___Approved ___Disapproved **X** None

10. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

11. Chief Development Engineer's Recommendation: ___Approved ___Disapproved **X** None

12. Chief Construction Engineer's Recommendation: **X** Approved ___Disapproved ____None

13. Executive Director's Recommendation: ___Approved ___Disapproved **X** None

HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

365 TOLL

PROJECT: DMO2013(420)

CSJ# 0921-02-368

REPORT 1/42

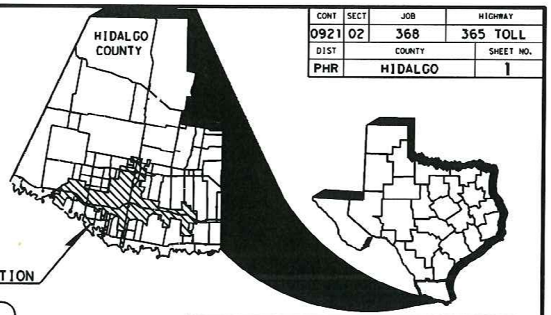
HIDALGO COUNTY
REGIONAL MOBILITY AUTHORITY

PLANS OF PROPOSED
ROADWAY IMPROVEMENT

FEDERAL AID PROJECT NO. DMO 2013 (420)

365 TOLL

CONT	SECT	JOB	HIGHWAY
0921	02	368	365 TOLL
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		1



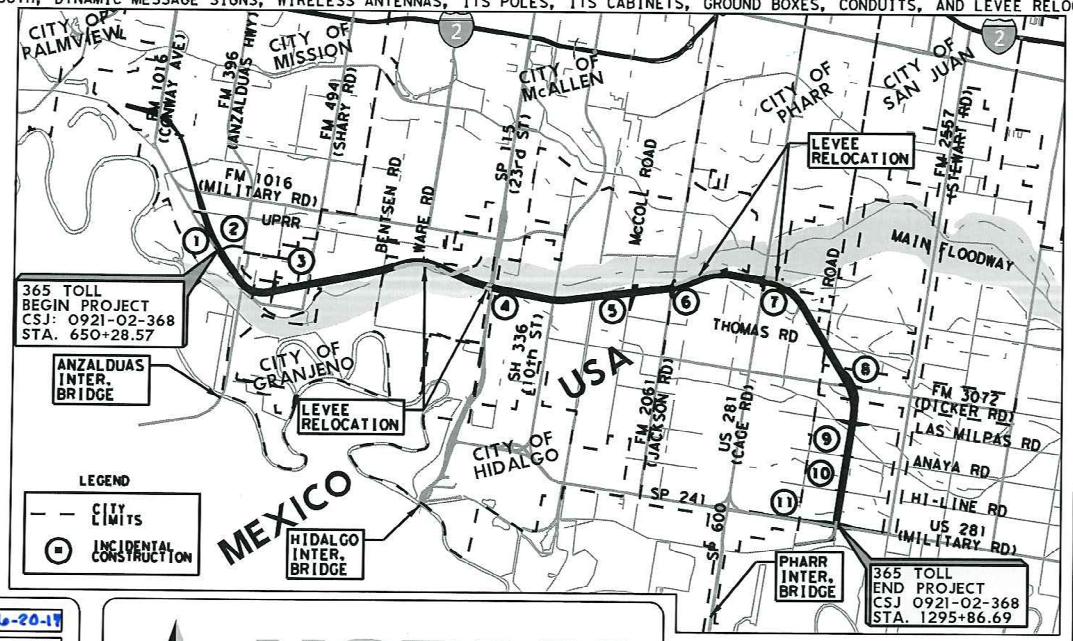
LEVEE RELOCATION:
12,232.62 FT = 2.32 Mi.

PROJECT LENGTH:
ROADWAY: 58,504.54 FT = 11.08 Mi.
BRIDGE: 6,042.00 FT = 1.14 Mi.
TOTAL: 64,546.54 FT = 12.22 Mi.

LIMITS:
FROM: FM 396 (ANZALDUAS HWY) & GSA CONNECTOR
TO: US 281 (MILITARY HIGHWAY)

CONSTRUCTION OF

A NEW ROADWAY CONSISTING OF GRADING, FLEXIBLE BASE, LIME TREATED SUBGRADE, ASPHALTIC CONCRETE PAVEMENT, CRCP, RETAINING WALLS, CULVERTS, IRRIGATION STRUCTURES, BRIDGE STRUCTURES, TRAFFIC SIGNALS, ILLUMINATION, SIGNING, PAVEMENT MARKINGS, TOLL GANTRIES, TOLL EQUIPMENT, FIBER OPTIC NETWORK, CCTV CAMERAS, VEHICLE DETECTION SYSTEM, BLUETOOTH, DYNAMIC MESSAGE SIGNS, WIRELESS ANTENNAS, ITS POLES, ITS CABINETS, GROUND BOXES, CONDUITS, AND LEVEE RELOCATION



SCALE: 1" = 2 MI.

FINAL PLAN DATA :

FINAL CONTRACT PRICE: _____
CONTRACTORS NAME: _____
CONTRACTORS ADDRESS: _____
LETTING DATE: _____
DATE WORK BEGAN: _____
DATE WORK COMPLETED: _____
DATE OF ACCEPTANCE: _____

CHANGE ORDERS & SUPP. AGREEMENTS :

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

	ROADWAY OF INCIDENTAL CONSTRUCTION	BEGIN INCIDENTAL CONSTRUCTION	END INCIDENTAL CONSTRUCTION
1	365 TOLL EB FRTG RD	STA 20639+85.55	STA 20650+06.81
2	GSA CONNECTOR	STA 105+59	STA 120+62
3	FM 494 (SHARY RD)	STA 139+25	STA 153+43
4	SP 115 (23rd ST)	STA 226+30	STA 236+22.93
5	McCOLL ROAD	STA 29+50	STA 51+50
6	FM 2061 (JACKSON RD)	STA 12+00	STA 22+72
7	US 281 (CAGE RD)	STA 12+00	STA 21+32
8	FM 3072 (DICKER RD)	STA 12+60	STA 29+86
9	ANAYA ROAD	STA 17+80	STA 27+40
10	HI-LINE ROAD	STA 27+40	STA 17+80
11	US 281 (MILITARY RD)	STA 10100+00	STA 10227+00
12	BSIF CONNECTOR	STA 1302+18	STA 1338+00

PROJECT DATA

DESIGN SPEED:

MAINLANES	- 70 MPH
FRONTAGE ROADS	- 50 MPH
RAMPS	- 50 MPH
GSA CONNECTOR	- 45 MPH
GLASSCOCK ROAD	- 30 MPH
FM 494 (SHARY RD)	- 55 MPH
WARE ROAD	- 30 MPH
SP 115 (23RD ST)	- 55 MPH
SH 336 (10TH ST)	- 60 MPH
McCOLL ROAD	- 50 MPH
FM 2061 (JACKSON RD)	- 55 MPH
US 281 (CAGE BLVD)	- 55 MPH
FM 3072 (DICKER RD)	- 55 MPH
ANAYA ROAD	- 30 MPH
Hi-line	- 45 MPH

RAILROAD CROSSINGS: NONE

EQUATIONS:
STA 1080+25.77 BK = STA 1080+00.00 AH

EXCEPTIONS: NONE

FUNCTION CLASS:
PRINCIPAL ARTERIAL (FREEWAY)

BRIDGE:
TOTAL = 23 BRIDGES
(SEE INDEX SHEET FOR DETAILS)

TDLR INSPECTION SHALL NOT BE REQUIRED

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION REQUIRED.

TDLR No. EABPRJ _____

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

ENTITIES

DATE : _____ TITLE

DISTRICT NO. 1

DATE : _____ TITLE

DATE : _____ TITLE

DATE : _____ TITLE

DATE : _____ TITLE

DATE : _____ TITLE

DATE : _____ TITLE

DATE : _____ TITLE

DATE : _____ TITLE

DATE : _____ TITLE

APPROVED FOR LETTING : 6-20-17
HCRMA, EXECUTIVE DIRECTOR

APPROVED FOR LETTING : 6/20/17
PE, PMP, CFM
HCRMA, CHIEF DEVELOPMENT ENGINEER

SUBMITTED FOR LETTING : 6/14/17
P.E.
DANNENBAUM ENGINEERING, PROGRAM MANAGER

6/14/17
SUBMITTED FOR LETTING : 6/15/17
P.E.
S&B INFRASTRUCTURE, PROJECT MANAGER

6/14/17
PROJECT MANAGER

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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PROGRAM MANAGEMENT CONSULTANT
DANNENBAUM ENGINEERING CORPORATION
T.B.P.E. FIRM REGISTRATION #392
1109 NOLANA LOOP, STE 208 MCALLEN, TX 78504 (956) 682-3677

L&G Engineering
Highway / Civil
Structural / Bridge
Environmental
Firm No.: F-4105
2100 W. Expressway #3 Mercedes, TX. 78570 Phone: (956) 565-9923 Fax (956) 565-9018
910 S. Stewart Rd., Ste. 10 Mission, TX. 78572 Phone: (956) 585-1908 Fax (956) 585-1927

S&BI
S&B INFRASTRUCTURE, LTD.
TEXAS BOARD OF PROFESSIONAL ENGINEERS #: F-1582

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TBPE F-1649
1291 E. Expressway 83 Mission, Texas 78572 (956) 424-7888

ABOUT
365 Tollway

The HCRMA 365 Tollway will be a 12.2 mile tolled facility inclusive of thirteen (13) grade-separated interchanges and one (1) floodway bridge structure; USIBWC levee relocations; and roadway work. The Project will consist of grading, cement treated flexible base, lime treated subgrade, retaining walls, drainage, irrigation structures, traffic signals, illumination, signing, pavement markings, toll gantries & tolling equipment and electrical.



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA
365 Tollway



Questions of Comments About the Project?

Contact Pulice
10110 W. Sam Houston Pkwy S
Houston, TX 77099
281-530-2353
www.Pulice.com

PULICE



Major
Project Components

Production and Performance

To meet scheduled deadlines, working days will be seven days a week, including all holidays (with the exception of: New Year's Day, Independence Day, Labor Day, Thanksgiving Day (and following Friday), and Christmas Eve and Christmas Day), regardless of weather conditions, material availability, or other conditions out of the control of the team.

Environmental

Protecting the environment is a top responsibility with this team. Storm Water Pollution Prevention Plan (SWP3) and cleaning and sweeping protocols are in place and will be followed and closely monitored.

Community Key Issues/Concerns

Facilitating safety and efficiency for the public is the primary concern with Pulice. Maintenance and protection of public traffic will be discussed at shift prep meetings and any issues and concerns will be immediatley addressed.

PROJECT DATA

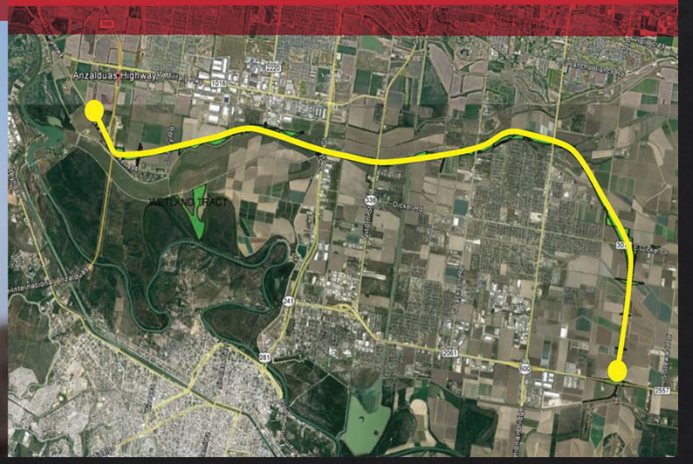
HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

- **Owner:** Hidalgo County Regional Mobility Authority (HCRMA)
- **Location:** Hidalgo County, TX
- **Contract Time:** 1,264 days
- **Project Budget:** $281,723,797.95



365 TOLLWAY: BY THE NUMBERS

Representative Items	Quantity
Excavation	336,770 CY
Embankment	3,584,211 CY
Lime Treatment (Existing Material)	1,150,552 SY
Concrete Pavement	814,676 SY
Pre-Stressed Concrete Pilings	9,668 LF
Drilled Shafts	31,881 LF
Reinforced Concrete Slabs	448,042 SF
Retaining (MSE) Wall	463,168 SF
Concrete Girders	52,124 LF
Concrete Rail	45,458 LF
Drainage (RCB & RCP)	49,217 LF



EXECUTIVE SUMMARY

- The Notice to Proceed (NTP) was issued to Pulice Construction Inc. (PCI) on February 15, 2022, with time charges commencing on March 17, 2022.
- The work under this contract shall be substantially completed within 1,264 CALENDAR days [September 22, 2025] After Substantial Completion, Pulice will be allowed up to an additional 60 calendar days for Final Acceptance. Therefore, all improvements must be final accepted by [November 21, 2025].
- Working days will be charged Sunday through Saturday, including all holidays [with exception of:
  - New Year's Day (January 1st)
  - Independence Day (July 4th)
  - Labor Day (1st Monday in the month of September)
  - Thanksgiving Day and day after (4th Thursday and Friday in the month of November);
  - Christmas Eve and Day (December 24th and 25th)],

  regardless of weather conditions, material availability, or other conditions not under the control of the Contractor, except as expressly provided for in the Contract. If Contractor fails to complete the work on or before the contract time, Pulice Construction Inc. agrees to pay the Authority $16,500 per day as liquidated damages to cover losses, expenses, and damages of the Authority for every Calendar Day which the Contractor fails to achieve Substantial Completion of the Project.
- The total construction cost submitted $295,932,420.25.

SCHEDULE & CONSTRUCTION COSTS

Two (2) approved Change Order(s): [$38,010,382.63] + 0 days

- CO#1 11/11/22 entering VECP process +000 days $000,000,000.00 **.0%**
- CO#2 12/21/22 VECP Plan Revisions +000 days $(38,010,382.63) **(12.84%)**

- CHANGE ORDERS:

- Change Order No. 1 Summary: November 11, 2021
  - The primary purpose of Change Order No. 1 is for the HCRMA and contractor to enter into a defined VECP process to reduce the overall cost of the project based on a 30% design furnished by the contractor.
  - Costs to the project include 30% of 5% of the projected savings to the project or direct costs to the contractor, whichever is less. These costs are intended to pay the contractor for design work to achieve a 30% design.
  - The HCRMA assumes ownership of all design work developed by the contractor, and cost savings are shared by the HCRMA and contractor by 40% and 60% respectively.

- Change Order No. 2 Summary: December 21, 2021
  - Change Order No. 2 amended the contract price from $ 295,932,420.25 to $ 281,723,797.95.
  - By execution of Change Order No. 1, the contractor completed a 30% design to an effort to estimate cost savings for the project. Payment for the contractor's initial design work is $ 613,285.06 in accordance with the calculations presented in Change Order No. 1. This is the only cost due to the contractor based on the execution of Change Order No. 2, and is non-participating.
  - Notice to Proceed was issued 2/15/22, the HCRMA reimburse the contractor for the remaining design costs to not exceed 5% of the total cost savings. Payments made will be based upon design milestones at 60%, 90%, and 100% completion and acceptance.
- The total reduction to the project costs is $ 14,208,622.30 in accordance with calculations presented in Change Order No.1 (60% contractor, 40% HCRMA). Therefore, the final overall contract price is calculated to be $ 281,723,797.95.
  - $295,932,420.25 Original Contract Price
  - -$38,010,382.63 VECP Cost Savings (60/40 split)
  - $257,922,037.62 Revised Construction Price
  - This is the amount that will be submitted for work item payment contract.

- **The quantities below are to be paid by local funds and not out of revised construction monies.**
  - **$21,312,933.45 60% Contractor Savings – Milestone Payments (Contractor)**
  - **$1,943,648.45 Final Design Cost – Professional Services (Contractor)**
  - **$545,178.43 Owner Fees – Professional Services (Owner)**

- $281,723,797.95 Revised Contract Price

Change Order No. 3 for the project shall introduce finalized plan sheets from the VECP, and will further incorporate finalized quantities and unit costs; and establish overall VECP negotiations to be portioned Federally participating and if modified unit costs are in compliance with the standard specifications included within the contract

PROJECT PRODUCTION:

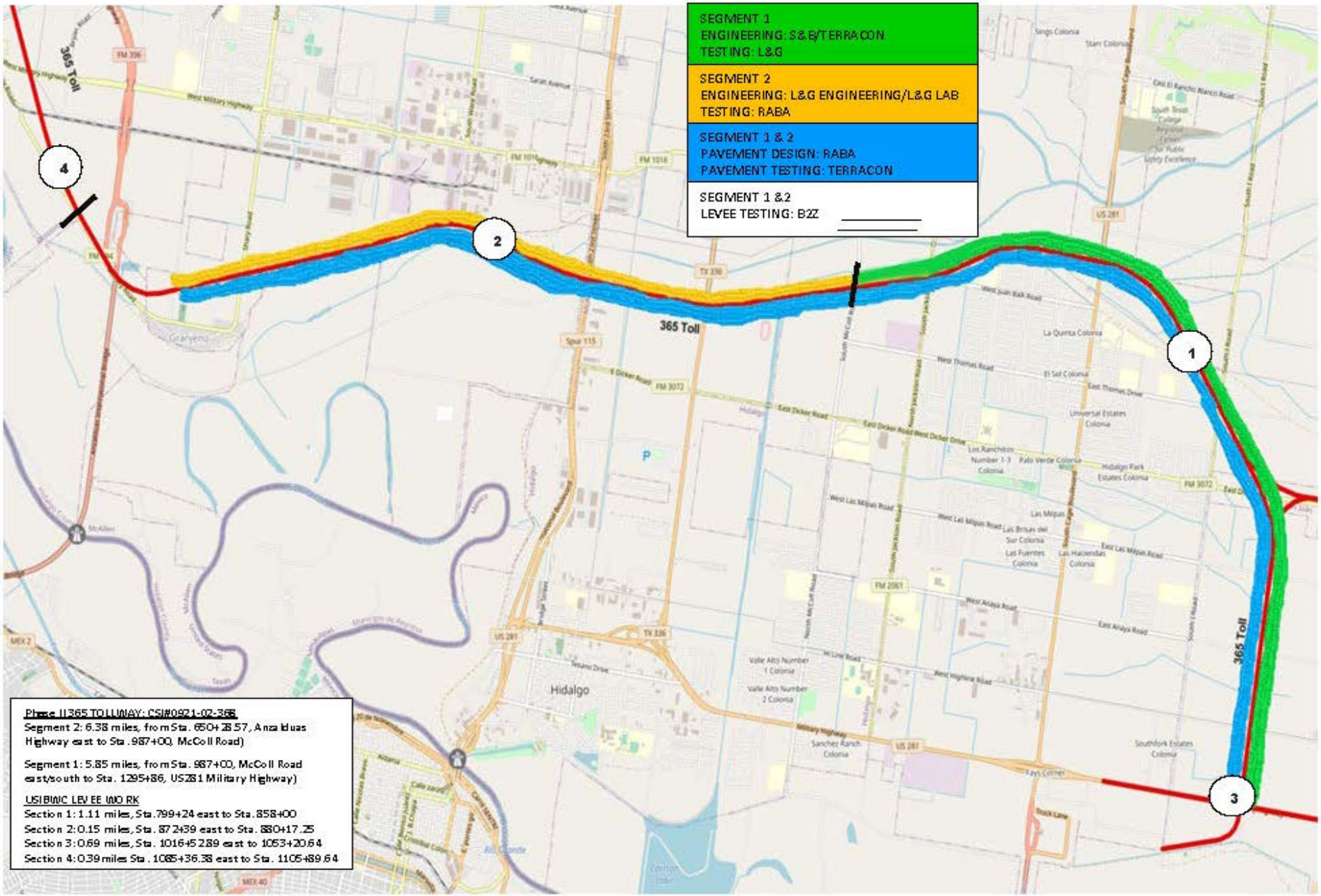
- FORMAL SUBMITTALS OF DOCUMENTS
  [Subcontracts/material approvals/baseline & controls/Prep ROW]



Quality Assurance Program for Design-Bid-Build Projects

May 2019

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SEGMENT 1
ENGINEERING: S & B/TERRACON
TESTING: L&G
SEGMENT 2
ENGINEERING: L&G ENGINEERING/L&G LAB
TESTING: RABA
SEGMENT 1 & 2
PAVEMENT DESIGN: RABA
PAVEMENT TESTING: TERRACON
SEGMENT 1 &2
LEVEE TESTING: B2Z
Phase II 365 TOLLWAY: CSI#0921-02-368
Segment 2: 6.38 miles, from Sta. 650+28.57, Anzalduas Highway east to Sta. 987+00, McColl Road)
Segment 1: 5.85 miles, from Sta. 987+00, McColl Road east/south to Sta. 1295+86, US281 Military Highway)
USIBWC LEVEE WORK
Section 1: 1.11 miles, Sta. 799+24 east to Sta. 858+00
Section 2: 0.15 miles, Sta. 872+39 east to Sta. 880+17.25
Section 3: 0.69 miles, Sta. 1016+52.89 east to 1053+20.64
Section 4: 0.39 miles Sta. 1085+36.38 east to Sta. 1105+89.64
365 Toll
Hidalgo
1
2
3
4

365TOLLWAY

1)
Raba Kistner, Inc.
Contact: KATRIN M. LEONARD, P.E.
Senior Vice President
Address: 800 E. Hackberry, McAllen, Texas 78501
Phone: 956-682-5332
Cell: 956.648.5410
Fax: 956-682-5487
E-mail: kleonard@rkci.com

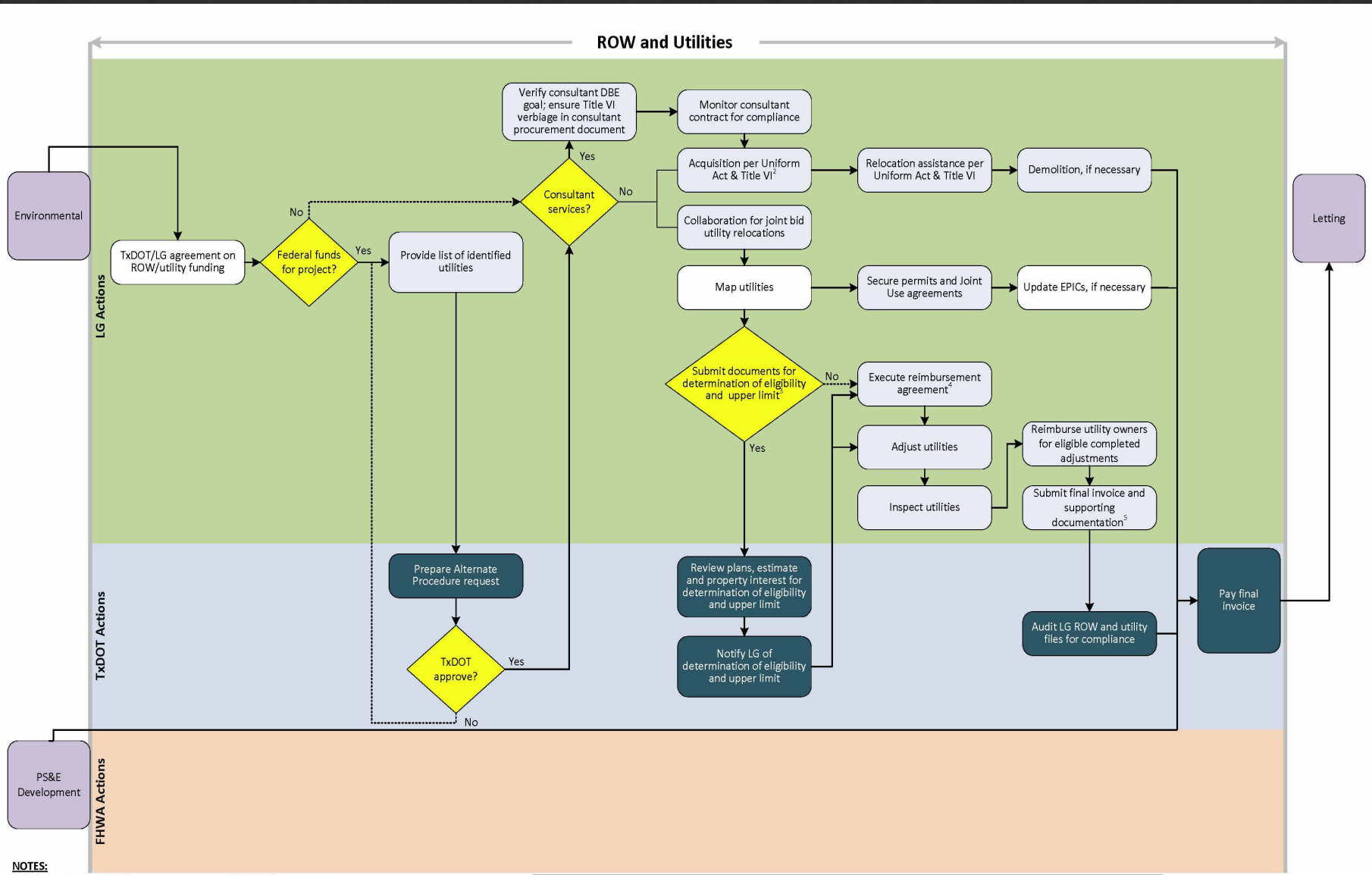
2)
B2Z
Aisha Gonzalez,
President
900 S. Stewart Rd, Suite 2, Mission, TX 78572
(956) 585-3773 (Office)/ (956) 650-9114 (Cell)
Email: Aisha@B2ZEng.com.

3)
L&G
Jacinto Garza, P.E.
President / CEO
900 S. Stewart Rd., Ste. 10• Mission, TX 78572
Office number (956) 585-1909
Fax number (956) 585-1927
Jacinto@lgengineers.com

4)
Terraconn
Jorge A. Flores, P.G.,
Client Manager
Pharr Office, 1506 Mid-Cities Drive, Pharr, Texas, 78577
(956) 283- 8254
fax (956) 283-8279
cell (956) 245-2319
email: jorge.flores@terracon.com

HCRMA IAL

ATLAS-PavTex
PAVETEX ENGINEERING, LLC, DBA PAVETEX
ERNIE DE LA GARZA, P.E. - General Manager
1959 Saratoga Blvd., Building 12, Corpus Christi, TX 78417
ernie.delagarza@pavetex.com
Cell: (361) 510-9317
pavetex.com



NOTES:

1. Refer to the Local Utility Procedures in the ROW Utility Manual.
2. Refer to the Real Estate Acquisition Guide for Local Public Agencies.
3. Activity is optional.
4. Verify Buy America compliance.
5. Payment will be made after audit is complete.

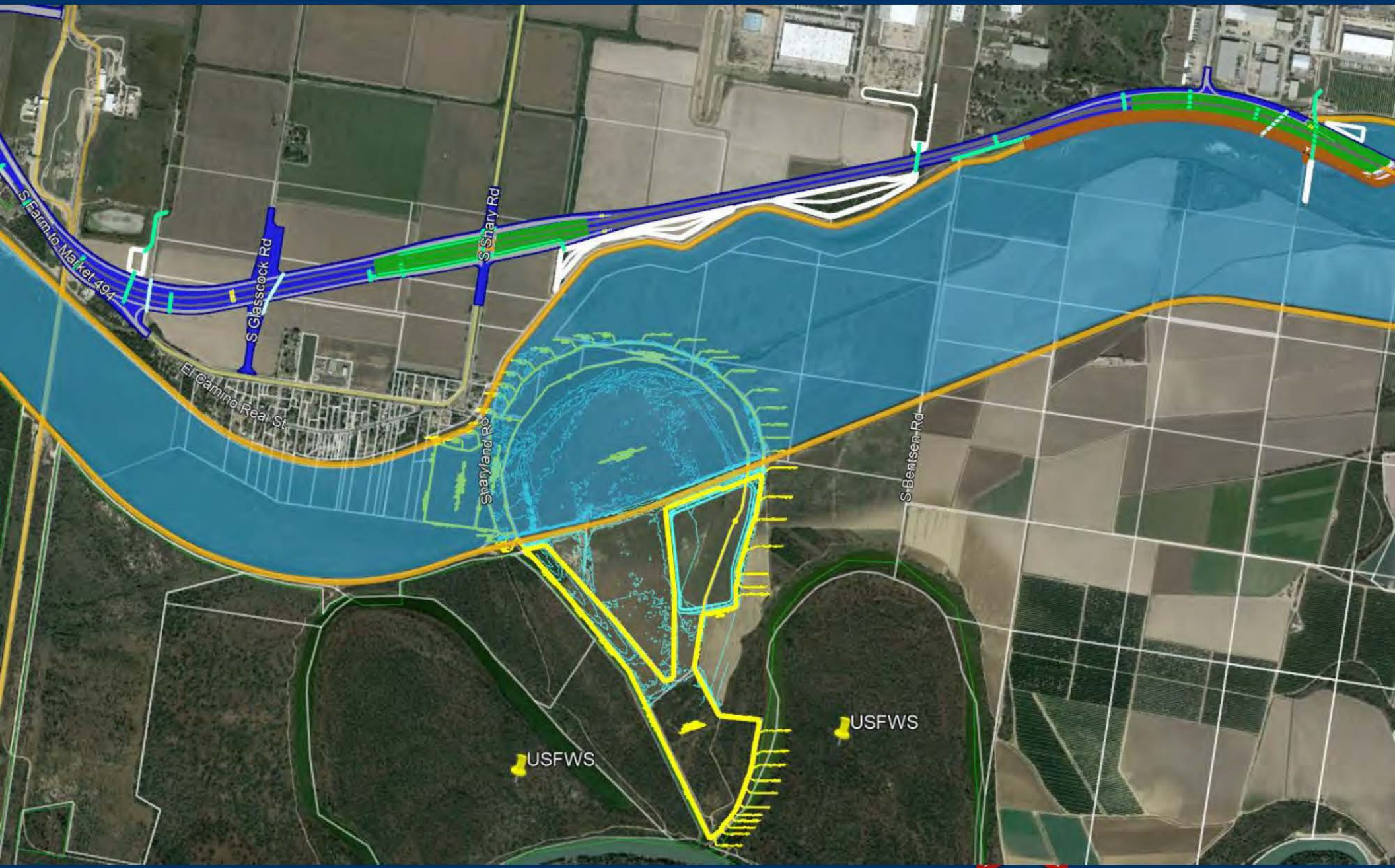
Texas Department of Transportation

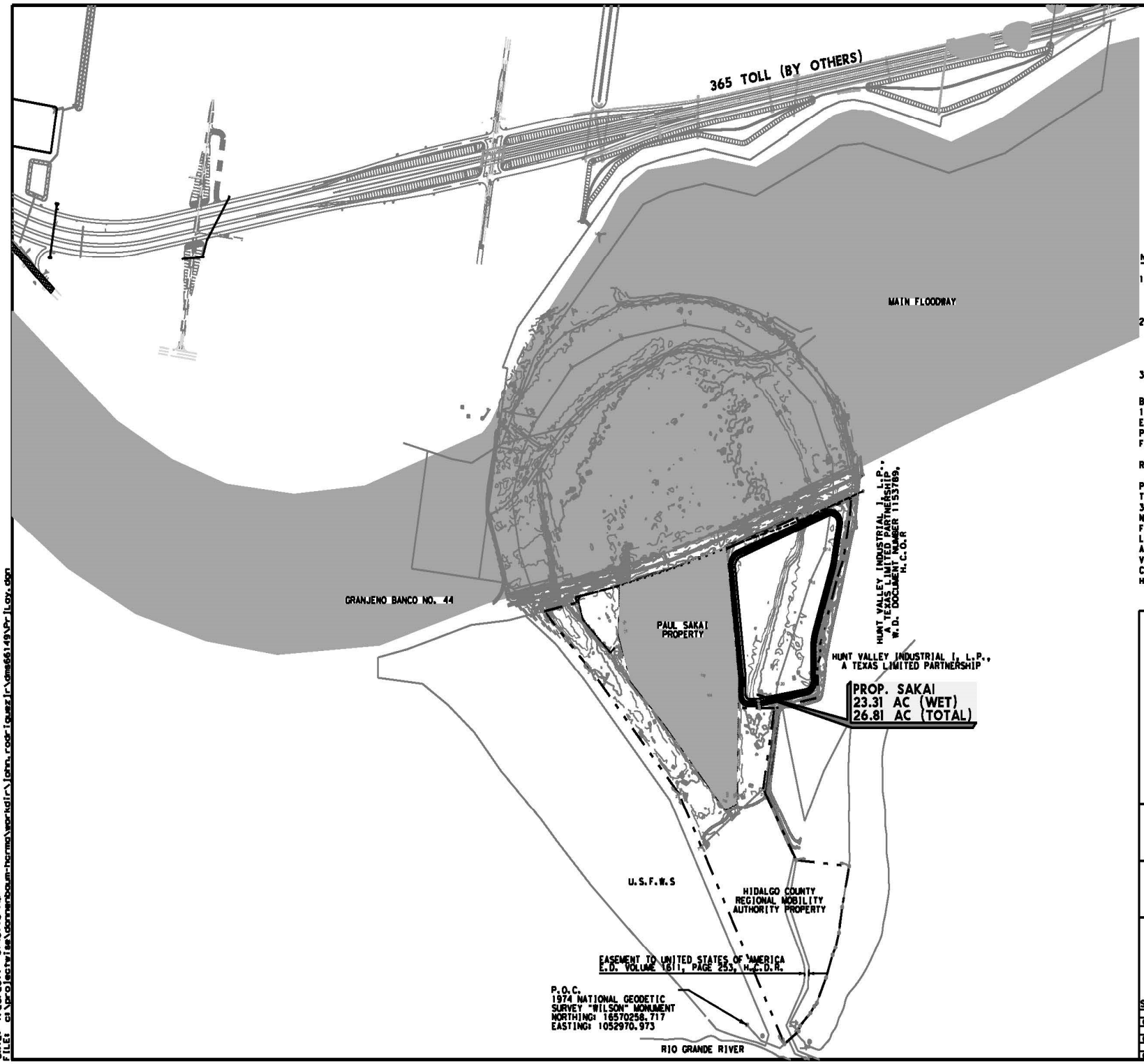
THIS LOCAL GOVERNMENT PROJECTS FLOW CHART HAS BEEN DEVELOPED AS A GRAPHICAL REFERENCE TO DEPICT THE GENERAL STEPS AND RESPONSIBILITIES OF THE LOCAL GOVERNMENT, TXDOT, AND FHWA TO ADMINISTER LOCAL GOVERNMENT PROJECTS WHICH INCLUDE FHWA AND/OR TXDOT FUNDS. IT IS SUBJECT TO CHANGE AT ANY TIME AND DOES NOT ADDRESS ALL LEGAL REQUIREMENTS NOR DOES IT REPLACE ANY OF THE INSTRUCTIONS, MANUALS OR GUIDANCE DOCUMENTS REFERENCED IN PROJECT DOCUMENTS, FEDERAL AND STATE LAWS AND REGULATIONS, OR PRESENTED BY TRAINING PROVIDERS. TO THE EXTENT THERE IS A CONFLICT BETWEEN THIS FLOWCHART AND THE INSTRUCTIONS, MANUALS, GUIDANCE DOCUMENTS, STATE AND FEDERAL LAWS AND REGULATIONS, THE APPLICABLE INSTRUCTIONS, MANUALS, GUIDANCE DOCUMENTS, LAWS AND REGULATIONS WILL CONTROL.

Right of Way Division

Version Date: 07/01/2015

WETLAND MITIGATION SITE





NOTES:

1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. ELEVATION DATUM PER NAVD 88 (GEOID 2003).

BENCHMARK PROVIDED BY: MELDEN & HUNT INC.
115 W. MCINTYRE
EDINBURG, TX 78541
PH: (956)381-0981
FAX: (956)381-1839

REFERENCE:

PLAT SHOWING
TRACT 2 BEGIN 80.201 ACRES CONSISTING OF 38.746 ACRES BEING OUT OF LAS RUELAS BANCO NO. 141 AND 31.964 ACRES BEING THE ACCRETION FROM THE RIO GRANDE RIVER 9.491 ACRES OUT OF LOTS 5, 5A, 6, 16, 7, AND TRACT D AMENDED MAP OF JOHN H. SHARY SUBDIVISION VOLUME 1, PAGES 42-43, H.C.M.R.
CITY OF MISSION
HIDALGO COUNTY, TEXAS

PRELIMINARY
SUBJECT TO REVISION
This document is released for the purpose of interim review only under the authority of:
NATHANIEL OLIVAREZ
P.E. 111615 on 7/28/2017
It is not to be used for bidding, construction, or permit purposes.

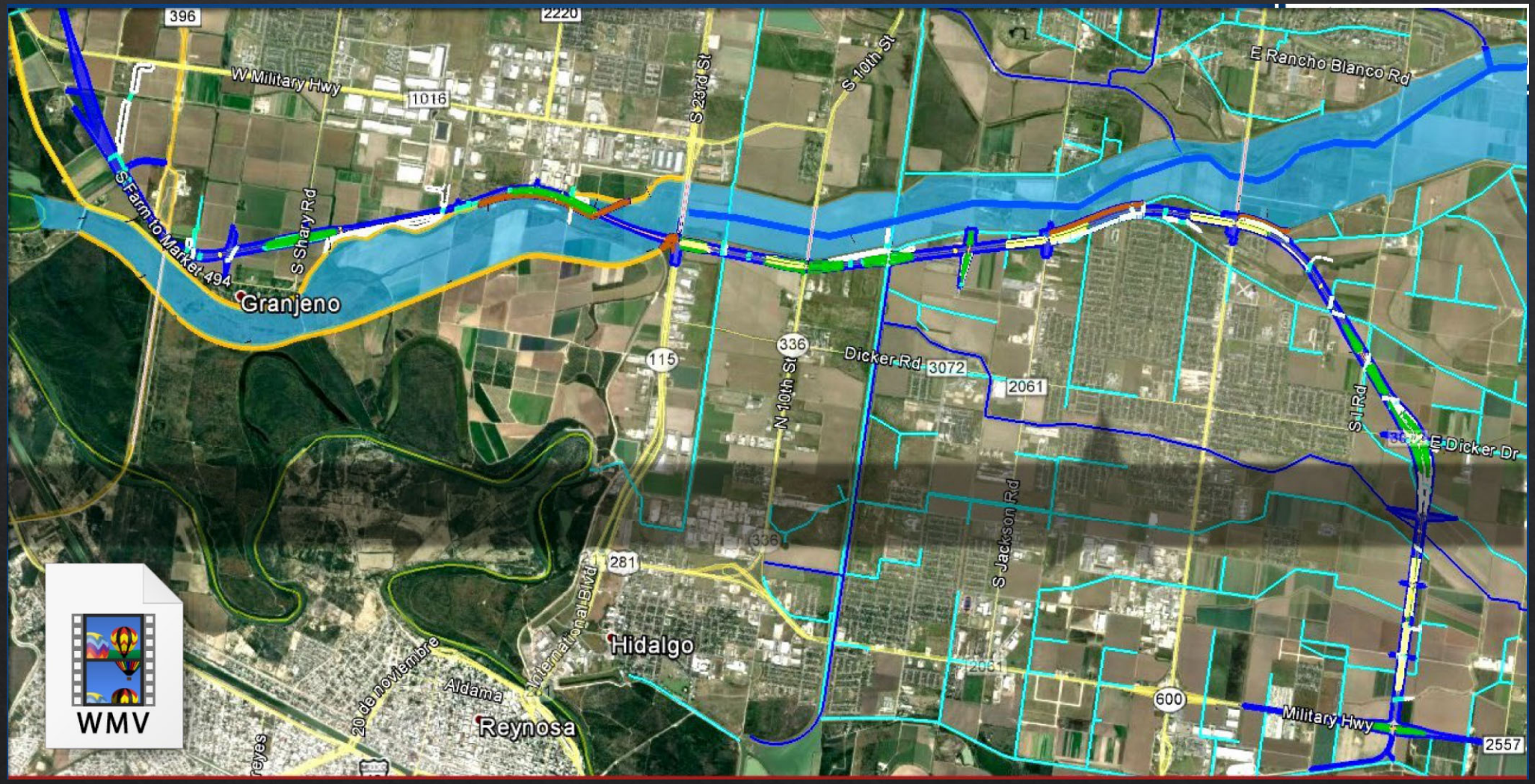
HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PROGRAM MANAGEMENT CONSULTANT
DANNENBAUM
ENGINEERING CORPORATION
T.B.P.E. FIRM REGISTRATION #302
1109 NOLANA LOOP, STE 208 MCALLEN, TX 78504 (956) 682-3877

HCRMA GRANJENO WETLAND MITIGATION SITE PROJECT LAYOUT

SCALE: 1"=800' SHEET 1 OF 1

		CONT	SECT	JOB	HIGHWAY
DIST	COUNTY	SHEET NO.
PHR	HIDALGO	2

DATE: 7/28/2017 5:43:18 PM
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396
2220
W Military Hwy
1016
S 23rd St
S 10th St
E Rancho Blanco Rd
S Farm to Market 494
S Shary Rd
Granjeno
115
336
Dicker Rd
3072
2061
N 10th St
S 1 Rd
E Dicker Dr
S Jackson Rd
281
International Blvd
Hidalgo
20 de noviembre
Aldama
Reynosa
600
Military Hwy
2557
WMV


ANSWER
QUESTION

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Item 2A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2A**
PLANNING COMMITTEE		**DATE SUBMITTED**	**03/10/22**
FINANCE COMMITTEE		**MEETING DATE**	**03/22/22**
TECHNICAL COMMITTEE			

1. Agenda Item: **APPROVAL OF MINUTES FOR THE SPECIAL BOARD MEETING HELD FEBRUARY 8, 2022, AND REGULAR MEETING HELD FEBRUARY 22, 2022.**

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

   Consideration and Approval of Minutes for the Hidalgo County Regional Mobility Authority Board of Directors Special Board Meeting held February 8, 2022, and Regular Meeting held February 22, 2022.

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 Directors Special Board Meeting held February 8, 2022, and Regular Meeting held February 22, 2022, as presented.**

6. Program Manager's Recommendation: ___Approved ___Disapproved **X** None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: **X** Approved ___Disapproved ___None

9. Chief Auditor's Recommendation: __Approved ___Disapproved **X** None

10. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

11. Chief Development Engineer's Recommendation: ___Approved ___Disapproved **X** None

12. Chief Construction Engineer's Recommendation: ___Approved ___Disapproved **X** None

13. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

STATE OF TEXAS
COUNTY OF HIDALGO
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

The Hidalgo County Regional Mobility Authority Board of Directors convened for a Special Meeting on **Tuesday, February 8, 2022**, at 5:30 pm by video/ teleconference, with the following participating:

Board Members:	S. David Deanda, Jr., Chairman Forrest Runnels, Vice-Chairman Ezequiel Reyna, Jr., Secretary/Treasurer Alonzo Cantu, Director Frank Pardo, Director Joaquin Spamer, Director
Absent:	Paul Moxley, Director
Staff:	Pilar Rodriguez, Executive Director Ramon Navarro, Chief Construction Engineer Eric Davila, Chief Development Engineer Celia Gaona, Chief Auditor/Compliance Officer Jose Castillo, Chief Financial Officer Blakely Fernandez, Bracewell, LLP, Legal Counsel Luis Cardenas, Escobedo & Cardenas, LLP, Legal Counsel Richard Cantu, Law Office of Richard A. Cantu, P.C., Legal Counsel

PLEDGE OF ALLEGIANCE

Chairman Deanda led the Pledge of Allegiance.

INVOCATION

Ms. Gaona led the Invocation.

CALL TO ORDER FOR REGULAR MEETING AND ESTABLISH A QUORUM
Chairman Deanda called the Regular Meeting to order at 5:30 p.m.

PUBLIC COMMENT

No Comments.

1. REGULA AGENDA

A. Resolution 2022-08 - Consideration and Approval of right of way acquisition for the 365 Tollway Project, including ratification of a Purchase Agreement, Joint Use Agreement, and additional parcel agreement with Hidalgo County Drainage District No. 2.
Motion by Alonzo Cantu, with a second by Ezequiel Reyna, to approve Resolution 2022-08 - Consideration and Approval of right of way acquisition for the 365 Tollway Project, including ratification of a Purchase Agreement, Joint Use Agreement, and additional parcel agreement with Hidalgo County Drainage District No. 2. Motion carried unanimously.

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

   A. Consultation with Attorney on right of way acquisition for the 365 Tollway Project, including ratification of a Purchase Agreement, Joint Use Agreement, and additional parcel agreement with Hidalgo County Drainage District No. 2. (Section 551.071 T.G.C.)
   No action taken

ADJOURNMENT

There being no other business to come before the Board of Directors, motion by Forrest Runnels, with a second by Ezequiel Reyna, to adjourn the meeting at 5:48 p.m.

_____
S. David Deanda, Jr, Chairman

Attest:

_____
Ezequiel Reyna, Jr., Secretary/Treasurer

STATE OF TEXAS
COUNTY OF HIDALGO
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

The Hidalgo County Regional Mobility Authority Board of Directors convened for a Regular Meeting on **Tuesday, February 22, 2022**, at 5:30 pm by video/ teleconference, with the following participating:

Board Members:	S. David Deanda, Jr., Chairman Forrest Runnels, Vice-Chairman Ezequiel Reyna, Jr., Secretary/Treasurer Alonzo Cantu, Director Juan Carlos Del Angel, Director Frank Pardo, Director Joaquin Spamer, Director
Absent:	None
Staff:	Pilar Rodriguez, Executive Director Ramon Navarro, Chief Construction Engineer Eric Davila, Chief Development Engineer Celia Gaona, Chief Auditor/Compliance Officer Jose Castillo, Chief Financial Officer Blakely Fernandez, Bracewell Law, Legal Counsel Luis Cardenas, Escobedo & Cardenas LLP, Legal Counsel Richard A. Cantu, Law Office of Richard Cantu, PC, Legal Counsel Colby Eckols, Hilltop Securities, Financial Advisor

PLEDGE OF ALLEGIANCE

Chairman Deanda led the Pledge of Allegiance.

INVOCATION

Ms. Gaona led the Invocation.

PROCLAMATION – Paul S. Moxley, Director – 2017 TO 2022

CALL TO ORDER FOR REGULAR MEETING AND ESTABLISH A QUORUM
Chairman Deanda called the Regular Meeting to order at 5:30 p.m.

PUBLIC COMMENT

No Comments.

1. REPORTS

A. Report on Program Manager Activity for 365 Tollway Project and IBTC Environmental Clearance Document – Eric Davila, HCRMA.
Mr. Eric Davila reported on Program Manager Activity for 365 Tollway Project and IBTC Environmental Clearance Document. No action taken.

B. Report on 365 Tollway Project Financing Activities – Richard Ramirez, Hilltop Securities.
Mr. Colby Eckols (Hilltop Securities) reported on the 365 Tollway Project Financing Activities. No action taken.

2. CONSENT AGENDA.

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

A. Approval of Minutes for the Regular Meeting held January 25, 2022.
Approved the Minutes for the Regular Meeting held January 25, 2022

B. Approval of Project & General Expense Report for the period from January 14, 2022, to February 7, 2022.
Approved the Project & General Expense Report for the period from January 14, 2022, to February 7, 2022.

C. Approval of Financial Reports for December 2021 and January 2022.
Approved the Financial Reports for December 2021 and January 2022.

3. REGULAR AGENDA

A. Resolution 2022-09 – Consideration and Approval of Work Authorization Number 9 with Blanton & Associates, Inc. for environmental services for conducting an Environmental Assessment Re-evaluation Scoping Meeting for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process.
Motion by Joaquin Spamer, with a second by Forrest Runnels, to approve Resolution 2022-09 – Consideration and Approval of Work Authorization Number 9 with Blanton & Associates, Inc. for environmental services for conducting an Environmental Assessment Re-evaluation Scoping Meeting for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of 14,706.32. Motion carried unanimously.

B. Resolution 2022-10 – Consideration and Approval of Contract Amendment Number 8 to the Professional Service Agreement with Blanton & Associates, Inc. to increase the maximum payable amount for Work Authorization Number 9.
Motion by Forrest Runnels, with a second by Frank Pardo, to approve Resolution 2022-10 – Consideration and Approval of Contract Amendment Number 8 to the Professional Service Agreement with Blanton & Associates, Inc. to increase the maximum payable amount to $1,392,831.57 for Work Authorization Number 9. Motion carried unanimously.

C. Resolution 2022-11 -- Consideration and Approval of Work Authorization Number 7 with HDR Engineering, Inc. for engineering services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process.
Motion by Alonzo Cantu, with a second by Joaquin Spamer, to approve Resolution 2022-11 -- Consideration and Approval of Work Authorization Number 7 with HDR Engineering, Inc. for engineering services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of $119,970.68. Motion carried unanimously.

D. Resolution 2022-12 - Consideration and Approval of Contract Amendment Number 4 to the Professional Service Agreement with HDR Engineering, Inc. to increase the maximum payable amount for Work Authorization Number 7.
Motion by Forrest Runnels, with a second by Joaquin Spamer, to approve Resolution 2022-12 - Consideration and Approval of Contract Amendment Number 4 to the Professional Service Agreement with HDR Engineering, Inc. to increase the maximum payable amount to $1,527,558.27 for Work Authorization Number 7. Motion carried unanimously.

E. Resolution 2022-13 – Consideration and Approval of Work Authorization Number 1 Supplemental Number 1 with B2Z Engineering for implementation of new IBWC material testing requirements.
Motion by Joaquin Spamer, with a second by Alonzo Cantu, to approve Resolution 2022-13 – Consideration and Approval of Work Authorization Number 1 Supplemental Number 1 with B2Z Engineering for implementation of new IBWC material testing requirements in the amount of $1,668,747.42. Motion carried unanimously.

F. Resolution 2022-14 – Consideration and Approval of Work Authorization Number 2 with B2Z Engineering for material testing services on the proposed Wetland Mitigation for the 365 Tollway Project.
Motion by Forrest Runnels, with a second by Alonzo Cantu, to approve Resolution 2022-14 – Consideration and Approval of Work Authorization Number 2 with B2Z Engineering for material testing services on the proposed Wetland Mitigation for the 365 Tollway Project in the amount of $76,771.98. Motion carried unanimously.

G. Resolution 2022-15 – Consideration and Approval Contract Amendment Number 1 with B2Z Engineering to increase the maximum payable amount for Work Authorization Number 1 Supplemental 1 and Work Authorization Number 2.
Motion by Alonzo Cantu, with a second by Juan Carlos Del Angel, to approve Resolution 2022-15 – Consideration and Approval Contract Amendment Number 1 with B2Z Engineering to increase the maximum payable amount to $1,946,662.66 for Work Authorization Number 1 Supplemental 1 and Work Authorization Number 2. Motion carried unanimously.

4. CHAIRMAN'S REPORT

A. Annual Election of Vice Chairman and Secretary/Treasurer for the Hidalgo County Regional Mobility Board of Directors.
Motion by Alonzo Cantu, with a second by Joaquin Spamer, to re-elect Forrest Runnels as Vice-Chairman for the Hidalgo County Regional Mobility Authority Board of Directors. Motion carried unanimously.

Motion by Forrest Runnels, with a second by Joaquin Spamer, to re-elect Ezequiel Reyna as Secretary/Treasurer for the Hidalgo County Regional Mobility Authority Board of Directors. Motion carried unanimously.

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 Attorney on legal issues pertaining to the acquisition, including the use of Eminent Domain, for property required to complete the project alignments of the 365 Tollway Project (Sections 551.071 and 551.072 T.G.C.).

No action taken

B. Consultation with Attorney on personnel matters related annual evaluation of the Executive Director (551.074 T.G.C.)
No action taken

C. Consultation with Attorney on legal issues pertaining to an Interlocal Cooperative Agreement with the City of Mission to provide Right of Way Acquisition Services (Section 551.071 T. G.C.)
No action taken.

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

E. Consultation with Attorney on legal issues pertaining to Professional Service Agreements for Engineering, Surveying and Environmental Services (Section 551.071 T.G.C.).
No action taken.

F. Consultation with Attorney on legal issues pertaining to the acquisition of real property for various parcels for the 365 Tollway Project and International Bridge Trade Corridor Project (Sections 551.071 and 551.072 T.G.C.).
No action taken.

G. Consultation with Attorney on legal issues pertaining to the Environmental Clearance Document for the International Bridge Trade Corridor Project (Section 551.071 T.G.C.).
No action taken.

H. Consultation with Attorney on legal issues pertaining to the issuance of one or more Series of Hidalgo County Regional Mobility Authority bonds and related agreements and provisions relating to the subject (Section 551.071 T.G.C.).
No action taken.

I. Consultation with Attorney on personnel matters related to the COVID-19 pandemic (Section 551.074 T.G.C.).
No action taken.

ADJOURNMENT

There being no other business to come before the Board of Directors, motion by Joaquin Spamer, with a second by Juan Carlos Del Angel, to adjourn the meeting at 6:03 p.m.

_____

S. David Deanda, Jr, Chairman

Attest:

_____

Ezequiel Reyna, Jr., Secretary/Treasurer

Item 2B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2B**
PLANNING COMMITTEE		**DATE SUBMITTED**	**03/16/22**
FINANCE COMMITTEE		**MEETING DATE**	**03/22/22**
TECHNICAL COMMITTEE			

1. Agenda Item: **APPROVAL OF PROJECT AND GENERAL EXPENSE REPORT FROM FEBRUARY 8, 2022 TO MARCH 7, 2022**

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

   Consideration and approval of project and general expense report for the period from February 8, 2022 to March 7, 2022

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

4. Budgeted: X Yes ___No ___N/A Funding Source: VRF Bond

Operating Account	$ 129,734.31
Toll Revenue Series 2022A&B	$1,949,224.19
Disbursement Account	$ 16,543.05
VRF Series 2020A	$ 72,470.12
Total Project Expenses for Reporting Period	**$ 2,167,971.67**
Fund Balance after Expenses	$ 187,102,604.17

5. Staff Recommendation**: Motion to approve the project and general expense report for the February 8, 2022 to March 7, 2022, as presented.**

6. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

7. Finance Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9 Chief Auditor's Recommendation: ___Approved ___Disapproved X None

10. Chief Financial Officer's Recommendation: **X** Approved ___Disapproved ___None

11. Chief Development Engineer's Recommendation: **X** Approved ___Disapproved ___None

12. Chief Construction Engineer's Recommendation: **X** Approved ___Disapproved ___None

13. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: S. David Deanda Jr., Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: March 16, 2022

Re: **Expense Report for the Period from February 8, 2022 to March 7, 2022**

Attached is the expense report for the period commencing on February 8, 2022 to March 7, 2022.

Expenses for the General Account total $129,734.31, Toll Revenue Series 2022A&B total is $1,949,224.19, Disbursement Account total $16,543.05 and the VRF Series 2020A Account is $72,470.12. The aggregate expense for the reporting period is $2,167,971.67.

Based on review by this office, **approval of expenses for the reporting period is recommended in the aggregate amount of $2,167,971.67**.

This leaves a fund balance (all funds) after expenses of $187,102,604.17.

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

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Feb. 8 - Mar. 7

March 2022

	Make Check Payable to	Date Work Performed	Amount
Plains Capital 41	City of Pharr	Feb. 2022	$ 79,419.14
	Office Depot	March 2022	$ 53.19
	A-Fast Delivery, LLC	Feb. 2022	$ 171.25
	Copy Zone	Feb. 2022	$ 610.22
	Bracewell LLC	Jan. 2022	$ 1,040.00
	Bracewell LLC	Feb. 2022	$ 600.00
	Escobedo & Cardenas, LLP	Feb. 2022	$ 45.00
	Pathfinder Public Affairs	March 2022	$ 10,000.00
	City of Pharr		$ 205.00
	City of Pharr	March 2022	$ 4,480.00
	City of Pharr	March 2022	$ 4,305.00
	City of Pharr	3/1/2022-3/31/2022	$ 450.00
	Xerox Financial Services	02/01/22-03/31/22	$ 591.60
	Xerox Financial Services	3/1/2022-3/31/2022	$ 194.05
	Pena Designs	Feb. 2022	$ 200.00
	Maria Alaniz	Thru 3/3/2022	$ 36.15
	Ramon Navarro, IV	3/8/2022-3/11/2022	$ 571.86
	Ivonne Rodriguez	Thru 3/04/2022	$ 57.04
	4imprint	Feb. 2022	$ 2,562.27
	Advance Publishing, LLC	2/16/2022 & 02/23/2022	$ 568.75
	Advance Publishing, LLC	2/23/2022 & 03/02/2022	$ 146.25
	Hilltop Securities Asset Management, LLC	13/31/2020-12/31/2021	$ 2,400.00
	LiftOff, LLC	3/1/2022-05/2022	$ 1,242.50
	SHI Governmental Solutions	3/3/2022	$ 13,595.85
	Credit Card Services	2/04/2022-3/03/2022	$ 3,851.00
	Credit Card Services	2/04/2022-3/03/2022	$ 2,110.18
	Credit Card Services	2/04/2022-3/03/2022	$ 228.01
			$ 129,734.31
Wilmington Trust 44/365 Project Construction & Related Costs			
	Bracewell, LLP	Feb. 2022	$ 12,017.63
	Bracewell, LLP	Jan. 2022	$ 18,880.00
	Escobedo & Cardenas, LLP	Feb. 2022	$ 15,557.96
	Blanton & Associates, Inc.	2/1/2022-02/28/2022	$ 4,001.04
	HDR Engineering, Inc.	1/30/2022-2/26/2022	$ 1,548.45
	HDR Engineering, Inc.	1/30/2022-2/26/2022	$ 50,552.97
	HDR Engineering, Inc.	1/30/2022-2/26/2022	$ 32,494.32
	HDR Engineering, Inc.	1/30/2022-2/26/2023	$ 892.96
	HLH Appraisal Services	Thru February 2022	$ 3,450.00
	Sendero Acquisitions, LP		$ 5,369.10
	Hilltop Securities	February 2022	$ 1,804,459.76
			$ 1,949,224.19
Wilmington Trust 45/Capital Projects	**IBTC Project**		
	Bracewell, LLP	Feb. 2022	$ 120.00
	Blanton & Associates, Inc.	2/1/2022-02/28/2022	$ 1,642.48
	HDR Engineering, Inc.	1/30/2022-2/26/2022	$ 14,780.57
			$ 16,543.05

Plains Capital 41	Make Check Payable to	Date Work Performed	Amount
Wilmington Trust 46/VRF Series 2020A	**Utility Relocation Cost only**		
	Saenz Oil & Gas Services	2/1/2022-2/28/2022	$ 22,470.12
	Sierra Title of	February 2022	$ 50,000.00
			$ 72,470.12

Sub Total - General -41	$	129,734.31
Sub Total - Construction/Re.Costs - 44	$	1,949,224.19
Sub Total - Capital Projects -45	$	16,543.05
Sub Total - VRF Series 2020A -46	$	72,470.12
Total	**$**	**2,167,971.67**

Approved: _____ **Recommend Approval:** _____

S. David Deanda, Jr., Chairman — Pilar Rodriguez, Executive Director

Approved: _____ **Date:** **3/22/2022**

Ezequiel Reyna, Jr., Secretary/Treasurer

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Item 2C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2C**
PLANNING COMMITTEE		**DATE SUBMITTED**	**03/10/22**
FINANCE COMMITTEE		**MEETING DATE**	**03/22/22**
TECHNICAL COMMITTEE			

1. Agenda Item: **APPROVAL OF THE FINANCIAL REPORT FOR THE MONTHS OF FEBRUARY 2022**

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

   Consideration and approval of financial report for the months of February 2022.

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

4. Budgeted: ___Yes ___No X N/A

   Funding Source:

5. Staff Recommendation**: Motion to approve the Financial Report for the months of February 22, 2022, as presented.**

6. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

7. Finance Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Auditor's Recommendation: ___Approved ___Disapproved **X** None

10. Chief Financial Officer's Recommendation: **X** Approved ___Disapproved ___None

11. Chief Development Engineer's Recommendation: ___Approved ___Disapproved **X** None

12. Chief Construction Engineer's Recommendation: ___Approved ___Disapproved **X** None

13. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

THIS ITEM WILL BE

SENT UNDER

SEPERATE COVER

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Item 2D

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2D**
PLANNING COMMITTEE		**DATE SUBMITTED**	**03/14/2022**
FINANCE COMMITTEE		**MEETING DATE**	**03/22/2022**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2022-28 - CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NUMBER 2 SUPPLEMENTAL NUMBER 1 WITH B2Z ENGINEERING TO AMEND TESTING REQUIREMENTS ON THE WETLAND MITIGATION PROJECT AT NO COST.**

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

   Approval of WA 2 Supplemental Number 1 for CMT Services with B2Z Engineering, LLC.

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

4. Budgeted: X Yes ___No __N/A

5. Staff Recommendation**: Motion to approve Resolution 2022-28 – Approval of Work Authorization Number 2 Supplemental Number 1 with B2Z Engineering for Material Testing Services on the Proposed Wetland Mitigation for the 365 Tollway Project, as presented.**

6. Program Manager's Recommendation: **X** Approved ___Disapproved __None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation:____Approved ___Disapproved **X** None

9. Chief Auditor's Recommendation: ___Approved ___Disapproved **X** None

10. Chief Financial Officer's Recommendation:____Approved ___Disapproved **X** None

10. Chief Development Engineer's Recommendation:____**X** Approved ___Disapproved ____None

11. Chief Construction Engineer's Recommendation: **X** Approved ___Disapproved __None

12. Executive Director's Recommendation:**X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Pilar Rodriguez, P.E HCRMA, Executive Director

From: Ramon Navarro, IV, P.E., C.F.M. HCRMA, Chief Construction Engineer

Date: March 14, 2022

Subject: **RESOLUTION 2022-28 - CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NUMBER 2 SUPPLEMENTAL NUMBER 1 WITH B2Z ENGINEERING TO AMEND TESTING REQUIREMENTS ON THE WETLAND MITIGATION PROJECT AT NO COST**

GOAL

Approval and authorization to enter Work Authorization #2, Supplemental #1 for Construction Material Testing Services with B2Z Engineering, LLC.

BASIS

In original WA#2, B2Z Engineering, LLC. agreed to provide construction materials testing to collect, test, analyze and report existing geotechnical properties for the proposed parameters of the wetland mitigation project in accordance with U.S. Army Corp permit requirements. It has been discovered that additional testing requirements not originally listed will be required. Supplemental #1 adds tests and fees to scheduled parameters at no additional cost to the Authority

RECOMMENDATION

Staff recommends approval of Work Authorization #2, Supplemental with B2Z Engineering for material testing services on the proposed wetland mitigation site.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

- [x] CMT Services — **B2Z Engineering, LLC**
- [ ] Environmental
- [ ] Engineering
- [ ] Geo-Technical
- [ ] Surveying

WORK AUTHORIZATION SUMMARY

Resolution 2022-28

Work Authorization # **2** Supplemental # **1**

Amount **$0**

Approved Work Authorizations:

Resolution No.	Description	Amount
WA No. 1	2022 - 13	$1,869,890.68
WA No. 2	2022 - 14	$ 76, 771.98
WA No.		
WA No.		
WA No.		

Subtotal from Cont. Page $ 0.00

Total Approved WA **$1,946,662.66**

Proposed Work Authorization and/or Supplemental

2022-28 **$ 0.00**

Goal and Options:

Approval of WA 2 for Construction Material Testing for Wetland Mitigation Site on the 365 Tollway Project.

Staff is recommending approval of this request in the amount of $ 0.00

Proposed total approved WA and/or Supplementals $1,946,662.66

R. Navarro IV, Cons Eng

Requested By:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-28

CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NUMBER 2 SUPPLEMENTAL NUMBER 1 WITH B2Z ENGINEERING TO AMEND TESTING REQUIREMENTS ON THE WETLAND MITIGATION PROJECT AT NO COST

THIS RESOLUTION is adopted this 22nd day of March, 2022, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on February 19, 2014, the Authority issued a solicitation for Statements of Qualification for Construction Material Testing Services for the Authority (the "Solicitation"); and

WHEREAS, on March 21, 2014 the Authority received responses to the Solicitation; and

WHEREAS, on April 23, 2014, Resolution 2014-38 authorized Authority staff to negotiate and enter into agreements with the top three scored firms (Raba Kistner Consultants Inc., L&G Laboratories and Terracon Consultants, Inc.) for Construction Material Testing Services (the "Services"); and

WHEREAS, on July 24, 2018, Resolution 2018-45 authorized Authority staff to procure one additional lab to provide additional Services; and

WHEREAS, on July 29, 2018, the Authority published a second Solicitation; and received three (3) responses, of which only one was deemed responsive;

WHEREAS, on September 25, 2018, the Authority authorized staff to negotiate contract terms for the Services to PaveTex Engineering LLC, dba PAVETEX, the sole responsive firm that met the professional services criteria set forth in the Solicitation;

WHEREAS, on August 21, 2020, the Authority received five (5) sealed statements of qualification packets. An internal committee of three HCRMA staff engineers ranked and reviewed; the Authority determined it necessary to negotiate contract terms to enter into negotiations with each of the ranked firms and further approach Board with recommended award and distribution of work in accordance to acceptable terms and conditions of assignments; and

WHEREAS on October 27, 2020, the Authority approved Resolution 2020-28 Approval to enter into negotiations with each of the short-listed firms for Construction Material Testing for the Hidalgo County Regional Mobility Authority and further approach Board with recommended award and distribution of work in accordance to acceptable terms and conditions of assignments; and

WHEREAS on September 28, 2021 the Authority approved Resolution 2021-42 Approval of Award of Contract by and between the B2Z Engineering, LLC, and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services; and Resolution 2021-43 Work Authorization 1 to the Professional Service Agreement with B2Z Engineering, LLC, for Construction Material Testing in the 365 Tollway Project in the amount of $201,143.26.

WHEREAS on February 22, 2022 the Authority approved Resolution 2022-13 Supplemental Work Authorization #1 to Work Authorization #1 for Construction Material Testing Services to B2Z Engineering for implementation of the new IBWC Testing Requirements in the amount of $1,869,890.68 and

WHEREAS on February 22, 2022, the Authority approved Resolution 2022-14 Work Authorization #2 for Construction Material Testing Services to B2Z Engineering, LLC. for providing construction materials testing to collect, test, analyze and report existing geotechnical properties for the proposed parameters of the wetland mitigation project in the amount of $76,771.98 and,

WHEREAS the Authority considers and approves Resolution 2022-28 Work Authorization #2 Supplemental #1 for listing and pricing additional construction materials testing to collect, test, analyze and report existing geotechnical properties for the proposed parameters of the wetland mitigation project with no additional cost,

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

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

Section 2. The Board hereby approves Work Authorization #2 Supplemental #1 to provide construction materials testing to collect, test, analyze and report existing geotechnical properties for the proposed parameters of the wetland mitigation project in the original amount of $76,771.98. hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization #2 Supplemental #1 to with B2Z Engineering, LLC, as approved by the Board.

*****

PASSED A ND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BYTHE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 22nd day of March 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Work Authorization
2, Supplemental 1 to
the
Professional Service
Agreement with
B2Z Engineering, LLC,
For
Construction Material Testing Services

ATTACHMENT D-2

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 2
AGREEMENT FOR ENGINEERING SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Engineering Design Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and B2Z Engineering, LLC. (the Engineer).

The following terms and conditions of Work Authorization No. 2 are hereby amended as follows:

Resolution 2022-28 Work Authorization #2 Supplemental #1 lists parameters for additional construction materials testing to collect, test, analyze and report existing geotechnical properties for the proposed parameters of the wetland mitigation project with no additional cost.

Resistivity of Soils (Wenner Four-Electrode Method) - LAB TEST		**10**	**$ 100.00**	**each**	**TEX-129E**		**$ 1,000.00**
Water Soluble Chloride in Soil		**10**	**$ 80.00**	**each**	**TEX-620J**		**$ 800.00**

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 2 not hereby amended are to remain in full force and effect.

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

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Aisha Gonzalez	Pilar Rodriguez
(Printed Name)	(Printed Name)
President	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

ORIGINAL WORK AUTHORIZATION#2

WORK AUTHORIZATION NO. 2
AGREEMENT FOR ENGINEERING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Engineering Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and B2Z Engineering, LLC. (the Engineer).

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

PART II. The maximum amount payable under this Work Authorization is $ 76,771.98 and the method of payment is unit cost/specified as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

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

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on 12/13/25, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under "Article V of that certain Professional Services Agreement for Engineering / Design Services 365 Tollway Project / Segment 1 & 2.

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

THE ENGINEER	**THE AUTHORITY**
(Signature)	(Signature)
Aisha Gonzalez	Pilar Rodriguez
(Printed Name)	(Printed Name)
President	Executive Director
(Title)	(Title)
	2/25/2022
(Date)	(Date)

B2Z ENGINEERING

February 3, 2022

Mr. Ramon Navarro, IV, P.E., C.F.M.
Chief Construction Engineer
Hidalgo County Regional Mobility Authority
203 W. Newcombe Ave.
Pharr, Texas 78577

Reference: HCRMA Wetland Mitigation Site – WA#2 Proposal

Dear Mr. Navarro:

B2Z Engineering, LLC. appreciates the opportunity to submit the budget estimate to provide materials testing services in response to your Request for Proposal issued January 20, 2022. Based on the information furnished to us, we estimate a budget of **$76,771.98**. Any additional services requested and not part of this estimate will be charged in accordance with B2Z's fee schedule. A worksheet with the breakdown of quantities is included with this proposal for your convenience.

We look forward to working with you. If you have any questions, please contact us at your convenience.

Sincerely,
B2Z Engineering, LLC.

Hector Cantu
Corporate Laboratory Manager

Attachments: Cost Estimate

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

APPLICABILITY:

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

ABBREVIATIONS, ABBREVIATIONS, and DEFINITIONS:

HCRMA OR AUTHORITY shall mean Hidalgo County Regional Mobility Authority
PMC (GEC) shall mean Program Management Consultant (General Engineering Consultant) (HDR Engineering Inc.)
ENGINEER shall mean B2Z Engineering, LLC
TxDOT shall mean Texas Department of Transportation
FHWA shall mean Federal Highway Administration
IBWC shall mean International Boundary and Water Commission
USFWS shall mean United States Fish & Wildlife Service
THC shall mean Texas Historical Commission
SHPO shall mean State Highway Preservation Office
USACE shall mean United States Army Corps of Engineers
GSA shall mean General Services Administration
HCMPO shall mean Hidalgo County Metropolitan Planning Organization
FAA shall mean Federal Aviation Administration
MTP shall mean Metropolitan Transportation Plan
TIP shall mean Transportation Improvement Program
MUTCD shall mean Manual of Uniform Traffic Control Devices
AASHTO shall mean American Association of State Highway and Transportation Officials
LRFD shall mean Load & Resistance Factor Design
PS&E shall mean Plans, Specifications and Estimate
ACP shall mean Asphaltic Concrete Pavement
CSJ shall mean Control Section Job (highway project designation number)
ADP shall mean Advance Project Development
AAP AASHTO Accreditation Program (AASHTO resource and CCRL)
AASHTO American Association of State Highway Transportation Officials
ACI American Concrete Institute
AO Area Office
AQMP Aggregate Quality Monitoring Program
CAR Corrective Action Report
CCRL Concrete and Cement Reference Laboratory
CE&I Construction Engineering and Inspection
CFR Code of Federal Regulations
MTD Materials and Tests Division
CMEC Construction Materials Engineering Council
FHWA Federal Highway Administration
HMA Hot-Mix Asphalt
HMAC Hot-Mix Asphalt Center
IA Independent Assurance
L-A-B Laboratory Accreditation Bureau
MPL Material Producer List
QAP Quality Assurance Program
QAT Quality Assurance Test
QC Quality Control
SM SiteManager
TXAPA Texas Asphalt Pavement Association
TxDOT Texas Department of Transportation

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
PROJECT DESCRIPTION

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

County/HCRMA: Hidalgo County

CSJ number: 0921-02-368

Project/Description: Provide materials testing on existing soils to assure the proposed parameters of the wetland mitigation project are collected and subject to verification sampling and testing as required to meet project plans and specifications

Length: N/A

Highway: 365TOLL

Limits: (See Location Map Attached)

Contract is for "indefinite delivery/indefinite quantity [IDIQ] set for a proposed three (3) year fixed period of time, during that period of time the Engineer will be responsible for an unlimited number of separate projects, or additional work on a current project to be issued on an individual work order basis.

The Engineer agency(s) must be accredited by one of the following FHWA- and TxDOT-approved accrediting bodies:

A. AASHTO Accreditation Program (AAP);
B. Construction Materials Engineering Council (CMEC); or
C. Laboratory Accreditation Bureau (L-A-B)

The Engineer shall have Texas Department of Transportation or Toll Authority/Regional Mobility Authority as well U.S. Army Corps of Engineers' construction material testing experience and is expected to work directly with the HCRMA Construction Division, namely, the Chief Construction Engineer for the Authority. The selected Engineer(s) may also perform certain tasks under the oversight of the HCRMA's General Engineering Consultant (Currently HDR Engineering Inc.).

To avoid an appearance of a conflict of interest, any qualified Engineer agency (laboratory) shall perform only one of the following types of testing on the same project:

A. Quality control testing;
B. Quality acceptance testing;
C. Owner verification testing;
D. Independent assurance testing; or
E. Referee testing.

The selected Engineer(s) shall have adequate experienced staff and a workload free from constraints to provide the necessary construction material testing for the HCRMA. Staff expertise is to include a Licensed Professional Engineer and certified, experienced staff proficient with TxDOT testing procedures, sampling and testing

schedule, and the latest ASSHTO, ASTM and ACI testing requirements [Appendix A] performed and executed as per 2019 TxDOT Quality Assurance Program (~~DB-QAP~~ / DBB-QAP) / 2019 Guide Schedule of Sampling & Testing for Design Bid-Build Projects.

Engineer will compose and submit an annual report to the Federal Highway Administration (FHWA) summarizing the results of HCRMA's project specific systems approach program. This report identifies:

A. Number of sampling and testing personnel evaluated by the systems approach IA testing;
B. Number of IA evaluations found to be acceptable;
C. Number of IA evaluations found to be unacceptable; and
D. Summary of any significant system-wide corrective actions taken.

The Engineer will be responsible for maintaining documentation of all individuals qualified under their authority who perform required tests for acceptance of materials. A qualification summary listing all tests for which an individual is qualified will be available and printed at HCRMA's request. Documentation to be maintained for all qualified personnel includes:

A. Copies of any certificates issued by ACI and TXAPA ;
B. Original written examinations for test procedures administered to each technician by the TxDOT qualifying authority, with clear identification of technician's name, qualifier's name, score, and date taken;
C. Original performance examinations for test procedures administered to each technician by the TxDOT qualifying authority, with clear identification of technician's name, qualifier's name, qualification status, and date;
D. Results of annual split/proficiency testing administered by the TxDOT qualifying authority for each technician.

Engineer shall perform Quality Control / Quality Assurance sampling and testing and comply with Laboratory Qualification Program and will be evaluated under the Independent Assurance Program, as described in the 2019 QAPDBB [Attachment L]. Quality Control test results will be validated by verification test results obtained from independently taken samples. IA personnel or their designated agents will perform Quality Assurance verification sampling and testing.

1. The Engineer shall perform all sampling and testing of components and materials in accordance with the standard specifications, and all other standard and special specifications and special provisions applicable in this agreement. Meet the minimum sampling frequencies set out in the TxDOT 2019 Guide Schedule for Sampling and Testing forDesign Bid-Build Projects. The testing shall include the following materials and all the components of the materials listed. The estimated number of samples and tests are based on quantities in the executed construction contract.
2. The Engineer shall ensure the testing is completed and input into ProjectWise. NOTE: The General Contractor is responsible for Quality Control (QC) testing of Item 360, Concrete Paving. The Engineer shall be responsible for Quality Assurance (QA) testing of Item 360, Concrete Paving.
3. The Engineer shall provide certified personnel, outlined in their internal, AASHTO-approved, Quality Control (QC) Manual that are knowledgeable of all materials testing procedures. All personnel performing acceptance tests must provide certifications and must maintain the certifications throughout the project. The HCRMA reserves the right to require replacement of any technician during this contract if performance is determined to be unsatisfactory or the technician fails to maintain appropriate certifications.
4. Engineer's laboratory will be qualified by the HCRMA qualifying authority in accordance with Section 3, Laboratory Qualification Responsibility of the Texas Department of Transportation (TxDOT) Quality Assurance Program (Manual Notice: 2005-1), and be AASHTO accredited under the AASHTO Accreditation Program (AAP) throughout the life of the project. Engineer shall transmit, to the HCRMA, a copy of AAP accreditation certificate(s) upon receipt by the testing laboratory.
5. The Engineer shall provide technicians certified in accordance with TxDOT Quality Assurance Program for Construction (QAP) or other State approved programs, such as the Texas Asphalt Pavement Association (TxAPA) for Hot Mix Asphalt, and the Soils and Base Certification Program, as listed.

6. The Engineer shall provide certified technicians to perform the following tests:

A. Hot Mix Asphalt Testing:
   a. Level l-A
   b. Level l-B
   c. Hot Mix Asphalt Testing • Level II
   d. All other tests in the Manual of Testing Procedures 200-F Series or ASTM Procedures not covered in Level l-A, Level l-B, or Level II

B. Concrete Testing:
   a. QAP Program for Concrete Testing
   b. Other tests outlined in the Manual of Testing Procedures 400-A Series or ASTM Procedures that are not included in the QAP Program

7. The Engineer shall perform testing on the project. These tests include all tests listed in State's Guide Schedule of Sampling and Testing dated 2015. Follow the State's Guide Schedule of Sampling and Testing to establish testing frequencies. Testing frequencies may be increased as directed by the HCRMA.
8. The Engineer shall notify the HCRMA, to determine if any tests may be waived
9. The Engineer shall attend preconstruction QA and QC testing meetings prior to beginning work.
10. The Engineer shall:

A. Review and recommend approval or rejection of the Quality Control (QC) sampling and testing documentation submitted by the General Contractor for compliance with applicable State and Federal regulations, standards, and contract requirements.

B. Verify all tested materials used meet specifications, or identify materials that do not meet specifications and recommend action which should be taken.

C. Certify that all tested materials used during construction meet the specifications as outlined in the Site Manager Support System.

D. Work closely with the HCRMA to resolve all material discrepancies before the next monthly estimate is processed by utilizing the Report in APPIA.

E. Enter all test data in APPIA.

F. Enter all mix designs, concrete, and asphalt, provided by the General Contractor into Site Manager.

G. The Engineer shall report failing tests to the HCRMA within twenty-four (24) hours.

SUMMARY OF DELIVERABLES:

The Engineer shall provide the following:

1. Monthly Progress Reports
2. Quarterly Material Test Reports
3. Sampling and testing personnel qualification
4. Final document file (maintained in project control system during project execution. Final structure of file will be determined during project implementation, an example of content is provided below)

A. Construction Oversight Documentation
   a. Testing reports and Testing documentation as applicable
   b. Test Exception Letter
   c. Certification Verifications
   d. Photographs

B. Project Correspondence File (Design and Construction)
   a. E-mail files
   b. Letters
   c. Memos
   d. Meeting Minutes
   e. Monthly Deficiency Reports to track material issues (one (1) per month)
   f. Misc. correspondence

ATTACHMENT E-1
Final Cost Proposal Form

This attachment provides the basis of payment and fee schedule**. The basis of payment for this Work Authorization is indicated by an "X" in the applicable box.** The basis shall be supported by the Final Cost Proposal (FCP) shown below and should identify maximum amount payable and basis of payment. If more than one basis of payment is used, each one must be supported by a separate FCP. The basis of payment will be determined by Work Authorization and may be by any of the methods listed below.

"X"	Basis	
____	Lump Sum	The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and fixed fee. The Engineer shall be paid pro rata based on the percentage of work completed. For payment the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost.
__X__	Unit Cost	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and fixed fee. The Engineer shall be paid based on the type and number of units fully completed and the respective unit cost. For payment, the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown.
__X__	Specified Rate Basis	The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. Payment shall be based on the actual hours worked multiplied by the specified rate for each type of labor plus other agreed to special direct cost items. The specified rate includes direct labor and indirect cost and fixed fee. The Authority may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit.
____	Cost Plus Fixed Fee	Payment shall be based on direct and indirect costs incurred plus a pro rata share of the fixed fee based on the ratio of labor and overhead cost incurred to total estimated labor and overhead cost in the FCP or the percentage of work completed. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Engineer may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, provisional overhead rate and the fixed fee. __A. Actual Cost Plus Fixed Fee - Actual wages are paid (no minimum, no maximum. __B. Range of Cost Plus Fixed Fee – Actual wages must be within the allowable range shown on the Final Cost Proposal.

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

TEST NO.	CMT Firm: B2Z ENGINEERING Date: 09/13/2021			2020-23			
	Geotechnical Services		**Unit**	**FINAL NEGOTIATED RATES 9/3/2021**			**COMMENTS**
1	Mobilization/Demobilization		each	$ 400.00			$6/mile for anything < 67 miles per trip or $400 > 67 miles
	Drilling, Logging, &Recovering Samples (**With** TCP)		per mile	$ 6.00			
2A	1. Depth :s 50 feet		Tex-132-E (every 5 feet)	$ 28.63			
2B	2. Depth 50 feet		near foot	$ 30.71			
	Drilling, Logging, &Recovering Samples (**Without** TCP)			$ -			
3A	1. Depth :s 50 feet		near foot	$ 26.02			
3B	2. Depth 50 feet ( )		near foot	$ 28.03			
4	oc Co ng (Soil oc) [2]		near foot	$ 12.07			
5	Rock Coring (Hard Rock) [2]		near foot	$ 16.00			
6	Staking Borings and Utility Locations		hour	$ 109.03			
	Standby Time (sampling)		hour	$ 250.00			
7A	1. Hot M x Aspha t (m numum of one hour)		each	$ 100.00			
7B	2. Concrete (m numum of one hour)		each	$ 159.30			
8	Piezometer - 2 inch (including well completion and installation)		near foot	$ 40.00			
9	Grout ng of Bor ngs		near foot	$ 5.00			
10	Traff c Contro - Ma or		day	$ 1,200.00			
	Laboratory Test	**Test Method**	**Unit**	$ -			
11	Volumetric Shrinkage	ASTM D427	each	$ 91.00			
12	Standard Poor Test	ASTM D698	each	$ 210.00			
13	Mod f ed Poor Test	ASTM D1557	each	$ 250.00			
14	Standard Penetration Test (SPT)	ASTM D1586	LF	$ 30.04			
15	Ca forn a Bear ng at o (S ng e Samp e w thout MD Curve)	ASTM D1883	test	$ 275.00			
16	Unconf ned Compress ve Strength (So)	ASTM D2166	each	$ 62.00			
17	Hydraulic Conductivity Permeability	ASTM D2434	each	$ 330.00			
18	ne D mens ona Conso dat on Propert es of So	ASTM D2435	each	$ 450.00			
19	Unconf ned Compress ve Strength (oc)	ASTM D2938	each	$ 76.00			
20	D rect Shear Test of So s Under Conso dated Dra ned Cond t ons	ASTM D3080	set of 3	$ 625.00			
21	D rect Shear Test of So s Under Conso dated Dra ned Cond t ons, SAND	ASTM D3080	set of 3	$ 475.00			
22	D rect Shear Test of So s Under Conso dated Dra ned Cond t ons, CLAY	ASTM D3080	set of 3	$ 650.00			
23	Sp tt ng Tens e of ntact oc Core	ASTM D3967	each	$ 120.00			
24	Water Stand Pipes	ASTM D4043	each	$ 37.69			
25	Ca c um Carbonate Content of So s	ASTM D4373	LF	$ 62.00			
26	Hydraulic Conductivity Permeability	ASTM D4511	each	$ 260.00			
27	One Dimensional Swell, Methods A&B	ASTM D4546	each	$ 249.47			
28	One Dimensional Swell, Method B Only	ASTM D4546	each	$ 300.00			
29	One Dimensional Swell, Method C	ASTM D4546	each	$ 247.52			
30	Permeab ty of S t and C ays	ASTM D5084	each	$ 350.00			
31	Suction Test (Filter Method)	ASTM D5298	each	$ 80.00			
32	Casagrande Type Piezometers	N/A	each	$ 325.00			
33	Casagrande Type P ezometers nsta at on	N/A	each	$ 420.00			
~~34~~	~~Miscellaneous Testing~~	~~N/A~~	~~each~~	~~$ 55.00~~			
35	Vert ca nc nometer	N/A	each	$ 400.00			
36	Vert ca nc nometer nsta at on	N/A	each	$ 700.00			
37	Vibrating Wire Piezometer	N/A	each	$ 760.00			
38	V brat ng W re P ezometer nsta at on	N/A	each	$ 800.00			
39	Soil Boring with SPT	ASTM D1586	LF	$ 32.00			
	Laboratory Test	**Test Method**					
	Soils & Base Testing						
40	Sampling	Tex-400-A	hour	$ 55.00			
41	Sample Preparation	Tex-101-E	each	$ 53.00			
42	Determining Slaking Time	Tex-102-E	each	$ 50.00			
43	Moisture Content	Tex-103-E	each	$ 13.00			
44	Atterburg Limits	Tex-104,105&106-E	Set of 3	$ 75.00			
45	Linear Bar Shrinkage (per bar)	Tex-107-E	each	$ 61.84			
46	Determ n ng the Spec f c Grav ty of So s	Tex-108-E	each	$ 65.00			
47	Sieve Analysis	Tex-110-E, Part	each	$ 68.00			
48	S eve Ana ys s (Hydrometer w th Tex-108-E)	Tex-110-E, Part	each	$ 78.00			
49	Hydrometer w th Tex-108-E (n con unct n w th Tex-110-E, Part)	Tex-108-E	each	$ 56.00			
50	Percent Pass ng No. 200 S eve	Tex-111-E	each	$ 65.00			
51	Determ n ng the Amount of Mater a n So s F ner than the 75 m	Tex-111-E	each	$ 49.00			
52	Adm x ng L me to educe P ast c ty ndex of So s	Tex-112-E	each	$ 110.00			
53	Moisture-Density Relationship	Tex-113-E	each	$ 240.00			
54	Moisture-Density Relationship	Tex-114-E	each	$ 215.00			
55	Field Density Measurements	Tex-115-E	hour	$ 50.00			
56	Wet Ball Mill Test	Tex-116-E	each	$ 230.00			
57	Texas Triaxial Compression GJ	Tex-117-E, Part	each	$ 425.00			
58	Texas Triaxial Compression GJ	Tex-117-E, Part	each	$ 1,050.00			
59	Qua ty Assurance (QA) Ser es for F ex b e Base 7J sJ	See Foot Notes	each	$ 1,800.00			
60	Soil- Cement Testing 7J	Tex-120-E, Part	each	$ 400.00			
61	Soil- Lime Testing 7J	Tex-121-E, Part	each	$ 410.00			
61.1	So -L me Test ng Determ n ng Stab zat on Ab ty of L me by So pH	Tex-121-E, Part	each	$ 400.00			
62	Determ n ng the Dra nage Factor of So Mater a s (Not F e d Test)	Tex-123-E ++	each	$ 70.00			
63	Determ n ng Modu us of Sub-grade ecact on (K Va ue) (Not F e d Test)	Tex-125-E ++	each	$ 110.00			
64	Molding, Testing, and Evaluation Bituminous Black Base Materials	Tex-126-E ++	each	$ 1,490.00			
65	Lime-Fly Ash Compression 7J	Tex-127-E	each	$ 750.00			
66	Soil pH	Tex-128-E	each	$ 45.00			
67	es st v ty of So s	Tex-129-E	each	$ 100.00			
68	Slurry Testing	Tex-130-E	each	$ 97.00			
69	Texas Cone Penetration	Tex-132-E	each	$ 32.00			
70	Freezing and Thawing Tests oc Compacted Soil-Cement Mixture	Tex-135-E	each	$ 240.00			
71	Th c ness of Pavement Layers (4 hour m n mum)	Tex-140-E	hour	$ 53.00			
72	Manua Procedure for Descr pt on and dent f cat on of So s	Tex-141-E	each	$ 46.00			
73	Laboratory C ass f cat on os So s for Eng neer ng Purposes	Tex-142-E	each	$ 50.00			
74	Su fate Content n So s	Tex-145-E	each	$ 68.33			
75	Conduct v ty Test for F e d Detect on of Su fates n So	Tex-146-E	each	$ 65.00			
75.1	rgan c Content Us ng UV-V S Method	Tex-148-E	each	$ 85.00			
76	Determ n ng Cho r de and Su fate Contents n So s	Tex-620-J	each	$ 80.00			
77	Free Swell Test	EM1110-2-1906	each	$ 155.00			
78	Pressure Swell Test	EM1110-2-1906	each	$ 255.00			
79	One-Dimensional Swell	ASTM D4546	each	$ 250.00			
80	One-Dimensional Swell (Method B Only)	ASTM D4546	each	$ 275.00			
81	Potential Vertical Rise Calculation	Tex-124-E	each	$ 68.00			
82	Volumetric Shrinkage	ASTM D4943	each	$ 95.00			

~~83~~	~~Volumetric Shrinkage~~	~~ASTM D427~~	~~each~~	~~$ 57.93~~			
84	Unconf ned Compress on Test (So)	ASTM D2166	each	$ 62.00			
85	Unconf ned Compress on Test (oc)	ASTM D2938	each	$ 76.00			
86	Unconf ned Compress on Test (oc) (Method D)	ASTM D7012	each	$ 57.25			
	Unconsolidated Undrained (UU) Triaxial Compression Test						
87	1. Set of Three	Tex-118-E	set	$ 275.00			
88	2. Multistage	Tex-118-E	each	$ 250.00			
	Consolidated Undrained (CU) Triaxial Compression Test						
89	1. Set of Three	Tex-131-E or ASTM D4767	set	$ 1,220.00			
90	2. Multistage	Tex-131-E or ASTM D4767	each	$ 1,040.00			
	Consolidated Drained (CD) Triaxial Compression Test						
91	1. Set of Three	Tex-131-E or ASTM D4767	set	$ 860.00			
92	2. Multistage	Tex-131-E or ASTM D4767	each	$ 820.00			
93	Direct Shear Consolidated Drained (CD), sand	ASTM D3080	set of 3	$ 475.00			
94	Direct Shear Consolidated Drained (CD), clay	ASTM D3080	set of 3	$ 650.00			
95	One-Dimensional Consolidation Test (7 load increments)	ASTM D2435	each	$ 589.80			
96	es ent Modu us (f ne-gra ned so s)	AASHT T307	each	$ 950.00			
	Hot Mix Asphalt Testing						
97	S eve Ana ys s of F ne and Coarse Aggregates	Tex-200-F	each	$ 68.33			
98	Bu Spec f c Grav ty and Water Absorpt on of Aggregates	Tex-201-F	each	$ 76.00			
99	Apparent Spec f c Grav ty of Mater a F ner Than 180 µm (No. 80) S eve	Tex-202-F	each	$ 52.00			
100	Sand Equivalent Test	Tex-203-F	each	$ 78.00			
101	Labortory Method of M x ng B tum nous M xtures	Tex-205-F	Set of 3	$ 105.00			
102	Compacting Specimens Using the Texas Gyratory Compactor (TG	Tex-206-F	Set of 3	$ 90.00			
103	Determ n ng Bu Spec f c Grav ty of Compacted B tum nuous M xtures	Tex-207-F ( )	each	$ 30.00			
104	Determ n ng n-P ace Dens ty of Compacted B tum nuous M xtures (Nuc ear Method)	Tex-207-F ( )	each	$ 30.00			
105	Aspha t o ng Pattern (Nuc ear Method)	Tex-207-F (V)	each	$ 82.00			
106	Segregat on Prof e	Tex-207-F (V)	each	$ 175.00			
107	Jo nt Dens ty	Tex-207-F (V)	each	$ 175.00			
108	Test of Stab ometer Va ue of B tum nous M xtures	Tex-208-F	set of 3	$ 120.00			
109	Determ n ng Aspha t Content of B tum nous M xtures by Extract on	Tex-210-F	each	$ 147.81			
110	ecovery of Aspha t from B tum nou M xtures by the Abson Pro	Tex-211-F	each	$ 218.00			
111	Determ n ng Mo sture Content of B tum nous M xtures	Tex-212-F	each	$ 54.00			
112	Determ n ng Hydrocarbon-Vo at e Content of B tum nous M xture	Tex-213-F	each	$ 110.00			
113	Determ n ng De eter ous Mater a and Decantat on Test for Coarse Aggregates	Tex-217-F	each	$ 78.84			
114	nd rect Tens e Strength Test	Tex-226-F	each	$ 475.00			
115	Theoret ca Max mum Spec f c Grav ty of B tum nous M xtures	Tex-227-F	each	$ 95.00			
116	Determ n ng Aspha t Content of B tum nous M xtures by the Nuc ear	Tex-228-F	each	$ 60.00			
117	Combined HMAC Cold-Belt Sampling and Testing Procedure	Tex-229-F	each	$ 60.00			
118	Determining Draindown Characteristics in Bituminous Mixtures	Tex-235-F	each	$ 55.00			
119	Determ n ng Aspha t Content from Aspha t Pav ng M xtures by the gn t on Method	Tex-236-F	each	$ 130.00			
120	Asphalt Release Agents	Tex-239-F	each	$ 75.00			
121	Superpave Gyratory Compact ng of Test Spec mens of B tum nous	Tex-241-F	each	$ 130.00			
122	Hamburg Wheel Tracker	Tex-242-F	each	$ 236.51			
123	Tack Coat Adhesion	Tex-243-F	each	$ 104.09			
124	Threma Prof e	Tex-244-F	each	$ 126.14			
125	Cantabro Loss	Tex-245-F	each	$ 190.00			
126	Permeab ty or Water F ow of Hot M x Aspha t	Tex-246-F	each	$ 68.00			
127	Overlay Test	Tex-248-F	set of 3	$ 675.00			
128	Flat and Elongated Particles	Tex-280-F	each	$ 58.29			
129	Samp ng B tum nous Mater a s, Pre-Mo ded Jo nt F ers, and Jo nt	Tex-500-C	each	$ 60.00			
130	Asphalt Binder Water in Petroleum	501-C AASHT	each	$ 93.00			
131	Penetrat on of B tum nous Mater a s	502-C AASHT	each	$ 75.00			
132	Duct ty of Aspha t Mater a s	503-C AASHT	each	$ 110.00			
133	Flash and Fire Points by Cleveland Open Cup	504-C AASHT	each	$ 60.00			
134	Soften ng Po nt of B tumen (ng and Ba Apparatus	505-C AASHT	each	$ 90.00			
135	So ub ty of B tum nous Mater a s	507-C AASHT	each	$ 100.00			
136	Spec f c Grav ty	08-C AASHT	each	$ 70.00			
137	Spot Test of Aspha t c Mater a s	09-C AASHT	each	$ 155.00			
138	Effect of Heat and A r on Aspha t Mater a s (Th n-F m ven Test)	510-C AASHT	each	$ 63.00			
139	F ash Po nt w th Tag pen-Cup Apparatus for Use w th Mater a H	512-C AASHT	each	$ 68.00			
140	Saybolt Viscosity	513-C AASHT	each	$ 75.00			
141	Cutbac Aspha ts - Spec f c Grav ty, AP Grav ty, or Dens ty of Cutbac Aspha ts by Hdyrometer Method; Emu s f ed Aspha ts - We ght per Ga on of Emu s f ed Aspha t	Tex-514-C ASTM D3142 ASTM D244	each	$ 130.00			
142	D st at on of Cutbac Aspha t Products	515-C AASHT	each	$ 170.00			
143	F oat Test for B tum nous Mater a s	519-C AASHT	each	$ 70.00			
144	Standard Test Method for Emu s f ed Aspha ts	521-C AASHT	each	$ 190.00			
145	V scos ty of Aspha ts by Vacuum Cap ary V scometer	28-C AASHT	each	$ 35.00			
146	K nemat c V scos ty of Aspha ts (B tumens)	29-C AASHT	each	$ 75.00			
147	Bo Test (Effect of Water on Pav ng M x)	Tex-530/531-C	each	$ 130.00			
148	Field Coring - ACP Thickness	ASTM D3549	each	$ 100.00			
149	Pavement Thickness Determin. (Full Depth)	ASTM D3549	each	$ 130.00			
150	Determ n ng Po ymer Add t ve Percentages n Po ymer Mod f ed	Tex-533-C	each	$ 60.00			
151	Ca cu at ng V scos ty from Penetrat on	Tex-535-C	each	$ 75.00			
152	E ast c ecovery of Tens e Deformat on Us ng a Duct ometer	Tex-539-C	each	$ 65.00			
153	Measurement of Po ymer Separat on on Heat ng n Mod f ed Aspha at	Tex-540-C	each	$ 95.00			
154	o ng Th n F m ven Test for Aspha t B nders	41-C ASSHT	each	$ 110.00			
155	F exura Creep St ffness Us ng the Bend ng Beam heometer	AASHTO T313	each	$ 200.00			
156	Determ n ng heo og ca Propert es of Aspha t B nder Us ng a Dy	AASHT T315	each	$ 120.00			
157	Determ n ng Brea ng ndex for Aspha t Emu s ons	Tex-542-C	each	$ 215.00			
158	es ence Test for Sea ants and epa r Mater a s	Tex-547-C	each	$ 250.00			
159	Tensile Strain to Failure	Tex-548-C	each	$ 60.00			
160	Cone Flow Test	Tex-549-C	each	$ 55.00			
161	F ex b ty Test for Sea ants and epa r Mater a s	Tex-550-C	each	$ 250.00			
162	Sett ement of Sea ants and epa r Mater a s	Tex-551-C	each	$ 88.00			
	Concrete & Aggregate Testing						
163	S eve Ana ys s for Conc. Agg	Tex-401-A	each	$ 73.58			
164	F neness Modu us for Conc. Agg	Tex-402-A	each	$ 18.00			
165	SSD Spec f c Grav ty / Absorpt on Conc. Agg	Tex-403-A	each	$ 78.00			
166	Un t We ght of Conc. Agg	Tex-404-A	each	$ 40.00			
167	Determining Pecent Voids and Solids in Concrete	Tex-405-A	each	$ 65.00			
168	Decantat on for Conc. Agg	Tex-406-A	each	$ 54.00			
169	rgan c mpur t es for Conc. Agg	Tex-408-A	each	$ 52.00			
170	Free Mo sture and Water Absorpt on n Aggregate for Concrete	Tex-409-A	each	$ 65.00			
171	L.A. Abrasion	Tex-410-A	each	$ 400.00			
172	5 Cyc e Magnes um Soundness	Tex-411-A	each	$ 450.00			
173	De eter ous Mater a for Conc. Agg	Tex-413-A	each	$ 60.00			
174	A r Content of Fresh Concrete by Vo umeter c	Tex-414-A	each	$ 30.00			
175	S ump of Fresh Concrete	Tex-415-A	each	$ 23.00			
176	A r Content of Fresh Concrete by Pressure	Tex-416-A	each	$ 26.28			
177	Un t We ght, Y e d and A r Content (Grav metr c) of Concrete	Tex-417-A	each	$ 35.00			
178	Comp. Strength of Cy . Conc. Spec men	Tex-418-A	each	$ 15.00			
179	Measure Temp. of Fresh Conc.	Tex-422-A	each	$ 20.00			
180	Obtaining & Testing Drilled Conc. Cores	Tex-424-A	each	$ 250.00			
181	Absorpt on and Dry Bu Spec f c Grav ty of L ghtwe ght Coarse	Tex-433-A	each	$ 95.00			
182	Test F ow of Grout M xtures (F ow Cone Method)	Tex-437-A	each	$ 65.00			
183	Acce erated Po sh Test for Coarse Aggregate	Tex-438-A	each	$ 675.00			

184	Det. Comp. Strength of Grouts	Tex-442-A	each	$ 18.00			
185	Making & Curing Conc. Test Specimen	Tex-447-A	each	$ 14.00			
186	F exura Strength of Concrete Us ng S mp e Beam Th rd-Po nt Load	Tex-448-A	each	$ 40.00			
187	Capping Cyl. Conc. Specimen	Tex-450-A	each	$ 14.00			
188	Degradat on of Coarse Aggregate by M cro-Deve Abras on	Tex-461-A	each	$ 266.50			
189	Un form ty of Concrete	Tex-472-A	each	$ 110.00			
	Additional Testing	**Test Method**	**Unit**				
190	Geogrid Testing	Tex-621-J	each	$ 740.00			
191	Water Quality Testing	Tex-619-J	each	$ 150.00			
192	Lime Testing	Tex-600-J	each	$ 300.00			
193	perat ng nert a Prof ers and Eva uat ng Pavement Prof es	Tex-1001-S	each	$ 1,750.00			
194	Vane Shear Testing	ASTM D2573	each	$ 300.00			
	Miscellaneous Testing	**Test Method**	**Unit**				
~~195~~	~~Structural Field Welding~~	~~NA~~	~~hour~~	$ 150.00			
	~~E u pmemt & Supp es for MT & UT~~		~~day~~	$ 150.00			
	Other Direct Expenses		**Unit**				
	Photocopies B/W (8 1/2" X 11")		each	$ 0.15			
	Photocopies B/W (11" X 17")		each	$ 0.23			
	Photocopies Color (8 1/2" X 11")		each	$ 0.82			
	Photocopies Color (11" X 17")		each	$ 1.41			
	Digital Ortho Plotting		sheet	$ 2.43			
	CADD Plotting		near foot	$ 1.00			
	Plots (B/W on Bond)		near foot	$ 0.91			
	Plots (Color on Bond)		near foot	$ 1.75			
	Plots (Color on Photgraphic Paper)		near foot	$ 2.72			
	eproduct on of CD/DVD		each	$ 5.00			

B2Z Personnel Classification	Hourly Base Rate	Contract Rate FY 2020	FINAL NEGOTIATED RATES 9/3/2021
Senior Project Manager / Principal	$ 80.00	$ 240.29	$ 186.90
Senior Geotechnical Engineer	$ 68.00	$ 204.25	$ 166.32
Geotechnical Engineer	$ 60.00	$ 180.22	$ 136.40
Project Engineer	$ 55.00	$ 165.20	$ 133.98
Engineering Lab Manager	$ 43.00	$ 129.16	$ 94.71
Utility Coordinator	$ 40.00	$ 120.14	$ 110.98
Senior Project Inspector	$ 40.00	$ 120.14	$ 99.75
Project Inspector	$ 32.00	$ 96.12	$ 73.92
EIT	$ 30.00	$ 90.11	$ 88.00
Engineer Tech / GIS	$ 28.00	$ 84.10	$ 76.70
Logger	$ 23.00	$ 69.08	$ 61.95
Field Technician (Soils, Aggr, Asph, Conc)	$ 23.00	$ 69.08	$ 68.02
CADD Operator	$ 23.00	$ 69.08	$ 78.20
Admin/Clerical	$ 22.00	$ 66.08	$ 61.95

ATTACHMENT F

WORK SCHEDULE

HCRMA Construction & Materials Testing Services
TOLL365 (SH 365)

Task Name	Start	Finish
Material Testing	10/1/2021	12/13/2025
Geotechnical	10/1/2021	12/13/2025
Other Analyses	10/1/2021	12/13/2025
All sampling and testing of components and materials	10/1/2021	12/13/2025
Hot Mix Asphalt Testing	10/1/2021	12/13/2025
Concrete Testing	10/1/2021	12/13/2025
Construction Oversight Documentation	10/1/2021	12/13/2025
Project Correspondence File (Design and Construction)	10/1/2021	12/13/2025

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #:**01-M53-21-03** Assigned Goal: 6.0% Prime Provider B2Z Engineering, LLC

Work Authorization (WA)#: **2** WA Amount: **$76,771.98** Date: **2/22/2022**
Supplemental Work Authorization (SWA) #: **1** to WA #: **2** SWA Amount: **-0-**
Revised WA Amount: N/A

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
FC	**$0**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

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

Provider Name: B2Z Engineering, LLC. **Address: 900 S. Stewart Rd. Suite 2** **Mission, Texas 78572** **VID Number:** **PH: & FAX: 956-585-3773** **Email: aisha@b2zeng.com**	**Name:** Aisha Gonzalez ***(Please Print)*** **Title:** President **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH:** **Email:**	**Name:** ***(Please Print)*** **Title:** **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** ***(Please Print)*** **Title:** **Signature** **Date**

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

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Item 3A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3A**
PLANNING COMMITTEE		**DATE SUBMITTED**	**03/10/22**
FINANCE COMMITTEE		**MEETING DATE**	**03/22/22**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2022-16 – APPROVAL OF FISCAL YEAR 2021 FINANCIAL STATEMENT AND INDEPENDENT AUDITORS REPORT FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.**

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

   Consideration and approval of Financial Statement and Independent Auditors Report prepared by Burton McCumber & Longoria, LLP for Fiscal Year 2021. The report is required by Texas Administrative Code Title 43, Part I, Chapter 26, Subchapter G §26.65(a) Annual Reports to the Commission.

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

4. Budgeted: ___Yes ___No X N/A

5. Staff Recommendation**: Motion to approve Resolution 2022-16 – Approval of Fiscal Year 2021 Financial Statement and Independent Auditors Report, as presented.**

6. Program Manager's Recommendation: ___Approved ___Disapproved **X** None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Auditor's Recommendation: ___Approved ___Disapproved **X** None

10. Chief Financial Officer's Recommendation: **X** Approved ___Disapproved ___None

11. Development Engineer's Recommendation: ___Approved ___Disapproved X None

12. Construction Engineer's Recommendation: ___Approved ___Disapproved X None

13. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: S. David Deanda, Jr., Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: March 10, 2022

Re: **Approval of Fiscal Year 2021 Financial Statement and Independent Auditors Report**

Background
Texas Administrative Code Title 43, Part I, Chapter 26, Subchapter G §26.65(a) requires annual reports to the Texas Transportation Commission, which includes audited financial statements of the Authority's books and records.

Goal
In order to comply with the Texas Administrative Code Requirement, the Board of Director must review and accept the Independent Auditor's Report.

A copy of the Financial Statement and Independent Auditor's Report prepared by Burton McCumber & Longoria is attached for your review and consideration.

Options
The Board of Directors could opt to not accept the Independent Auditor's Report.

Recommendation
Based on review by this office, approval of Resolution 2022-16 – Approval of the Fiscal Year 2021 Financial Statement and Independent Auditor's Report is recommended.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2022-16

APPROVAL OF FISCAL YEAR 2021 FINANCIAL STATEMENT AND INDEPENDENT AUDITORS REPORT

THIS RESOLUTION is adopted this 22nd day of March, 2022, 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 is required to report to the Texas Department of Transportation the annual financial statement and independent auditors report pursuant to the Texas Administrative Code, Title 43, Part 1, Chapter 26, Subchapter G (Regional Mobility Authority Reports and Audits), as amended; and

WHEREAS, the Authority's 2021 fiscal year commenced on January 1, 2021 and ended on December 31, 2021; and

WHEREAS, the Board accepts the Fiscal Year 2021 Financial Statement and Independent Auditors Report prepared by Burton McCumber & Longoria, LLP;

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 accepts the Fiscal Year 2021 Financial Statement and Independent Auditors Report, hereto attached as Exhibit A.

*****

Passed and Approved as to be effective immediately this 22nd day of March, 2022, 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.

S. David Deanda, Jr., Chairman

Attest:

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

FINANCIAL STATEMENT AND INDEPENDENT AUDITORS REPORT
FOR
FISCAL YEAR 2021

THIS ITEM WILL BE

SENT UNDER

SEPERATE COVER

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Item 3B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3B**
PLANNING COMMITTEE		**DATE SUBMITTED**	**03/11/22**
FINANCE COMMITTEE		**MEETING DATE**	**03/22/22**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2022-17 – APPROVAL OF 2021 ANNUAL COMPLIANCE REPORT FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.**

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

   Consideration and approval of Annual Compliance Report to the Texas Department for the Fiscal Year 2021.

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

4. Budgeted: ___Yes ___No X N/A

5. Staff Recommendation**: Motion to approve Resolution 2022-17 – Approval of the 2021 Annual Compliance Report for the Hidalgo County Regional Mobility Authority as presented.**

6. Program Manager's Recommendation: **X** Approved ___Disapproved ___None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Auditor's Recommendation: **X** Approved ___Disapproved ___None

10. Chief Financial Officer's Recommendation: **X** Approved ___Disapproved ___None

11. Development Engineer's Recommendation: ___Approved ___Disapproved **X** None

12. Construction Engineer's Recommendation: ___Approved ___Disapproved **X** None

13. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: S. David Deanda, Jr., Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: March 11, 2022

Re: **Approval of 2021 Compliance Report to the Texas Department of Transportation**

Background
The compliance report is required under the Texas Administrative Code, Title 43, Part 1, Chapter 26, Subchapter G (Regional Mobility Authority Reports and Audits), as amended.

Goal
In order to comply with the Texas Administrative Code Requirement, the Board of Director must review and accept the Compliance Report.

A copy of the 2021 Compliance Report is attached for your review and consideration.

Options
The Board of Directors could opt to not accept the Compliance Report.

Recommendation
Based on review by this office, **approval of Resolution 2022-17 – Approval of 2021 Compliance Report for the Hidalgo County Regional Mobility Authority is recommended**.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2022-17

RESOLUTION APPROVING 2021 ANNUAL COMPLIANCE REPORT

THIS RESOLUTION is adopted this 22nd day of March, 2022, 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 is required to submit to the Texas Department of Transportation the annual compliance report pursuant to the Texas Administrative Code, Title 43, Part 1, Chapter 26, Subchapter G (Regional Mobility Authority Reports and Audits), as amended; and

WHEREAS, the Authority's 2021 fiscal year commences on January 1, 2021 and ended on December 31, 2021; and

WHEREAS, the Authority has reviewed the annual compliance report for Fiscal Year 2021;

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

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

Section 2. The Board approves the annual compliance report for Fiscal Year 2021, hereto attached as Exhibit A.

Section 3. The Board of Directors authorize the Executive Director to submit the 2021 annual compliance report to the Texas Department of Transportation.

*****

Passed and Approved as to be effective immediately this 22nd day of March, 2022, 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.

_____

S. David Deanda, Jr., Chairman

Attest:

_____

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FISCAL YEAR 2021 COMPLIANCE REPORT

Hidalgo County Regional Mobility Authority

Compliance Report

Texas Administrative Code Title 43, Part I, Chapter 26, Subchapter G

§26.65(a) Annual Reports to the Commission

Compliance Rule	Compliance Statement	Certification
Rule §26.61 Written Reports:		
The annual operating and capital budgets adopted by the RMA year.	HCRMA is in compliance.	HCRMA adopted the FY 2022 Operating & Capital Budget on December 20, 2021.
Any annual financial information and notices of material events required to be disclosed under Rule 15c2-12 of the SEC.	Not applicable.	
To the extent not disclosed in another report required in this compliance report, a statement of any surplus revenue held by the RMA and a summary of how it intends to use the surplus revenue.	Not applicable. HCRMA does not have surplus income at this time.	
An independent auditor's review of the reports of investment transactions prepared under Government Code, §2256.023.	HCRMA is in compliance.	HCRMA Board of Directors accepted the FY 2021 financial statement and independent audit on March 22, 2022, which included a review of investment transactions.
Rule §26.62 Annual Audit:		
The RMA shall maintain its books and records in accordance with generally accepted accounting principles in the United States and shall have an annual financial and compliance audit of such books and records.	HCRMA is in compliance.	HCRMA Board of Directors accepted the FY 2021 financial statement and independent audit on March 22, 2022.
The annual audit shall be submitted to each county or city that is a part of the RMA within 120 days after the end of the fiscal year, and conducted by an independent certified public accountant.	HCRMA is in compliance.	HCRMA has made the financial statement and independent auditors report available to all interested parties.
All work papers and reports shall be retained for a minimum of four years from the date of the audit.	HCRMA is in compliance.	HCRMA's record retention policy in compliance with this requirement.
Rule §26.63 Other Reports to Counties and Cities:		
Provide other reports and information regarding its activities promptly when requested by the counties or cities.	HCRMA is in compliance.	All reports and activities are posted on the HCRMA web site at www.hcrma.net.
Rule §26.64 Operating Records:		
The Department will have access to all operating and financial records of the RMA. The executive director will provide notification if access is desired by the department.	HCRMA is in compliance.	

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Item 3C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3C**
PLANNING COMMITTEE		**DATE SUBMITTED**	**03/14/22**
FINANCE COMMITTEE		**MEETING DATE**	**03/22/22**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2022-18 - CONSIDERATION AND APPROVAL OF INTERLOCAL AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY FOR THE OVERWEIGHT AND OVERSIZED VEHICLE CORRIDOR**

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

   Approving Resolution 2022-18 -- Consideration and Approval of Interlocal Agreement between the Texas Department of Transportation and the Hidalgo County Regional Mobility Authority for the Overweight and Oversized Vehicle Corridor.

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

4. Budgeted: ___Yes ___No X N/A

5. Staff Recommendation**: Motion to approve Resolution 2022-18 -- Consideration and Approval of Interlocal Agreement between the Texas Department of Transportation and the Hidalgo County Regional Mobility Authority for the Overweight and Oversized Vehicle Corridor, as presented.**

6. Program Manager's Recommendation: ___Approved ___Disapproved **X** None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: X Approved ___Disapproved ___None

9. Chief Auditor's Recommendation: ___Approved ___Disapproved **X** None

10. Chief Financial Officer's Recommendation: ___Approved ___Disapproved X None

11. Chief Development Engineer's Recommendation: ___Approved ___Disapproved X None

12. Chief Construction Engineer's Recommendation: ___Approved ___Disapproved X None

13. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2022-18

APPROVAL OF AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE HIDALGO COUNTY REGIONAL MOBILITY

THIS RESOLUTION is adopted this 22nd day of March, 2022, by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

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

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

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

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

WHEREAS, on December 18, 2013, the Board approved Resolution 2013-72 – Approval of an Interlocal Agreement with the Texas Department of Transportation for overweight permitting;

WHEREAS, the Interlocal Agreement between the Texas Department of Transportation and the Authority terminates on April 1, 2018;

WHEREAS, on May 28, 2015, the Board approved Resolution 2015-29 – Approval of an Interlocal Agreement (Amendment 1) with the Texas Department of Transportation to designate additional routes to the Hidalgo County overweight and oversized vehicle corridor;

WHEREAS, on July 26, 2016, the Board approved Resolution 2016-91 – Approval of an Interlocal Agreement (Amendment 2) with the Texas Department of Transportation to amend the oversized and overweight corridor;

WHEREAS, on February 28, 2017, the Board approved Resolution 2017-08 – Approval of an Interlocal Agreement (Amendment 4) with the Texas Department of Transportation to designate additional routes to the Hidalgo County overweight and oversized vehicle corridor;

Whereas, Amendment 4 to the Interlocal Agreement revised the termination date to April 1, 2019.

WHEREAS, on August 29, 2017, the Board approved Resolution 2017-65 – Approval of an Interlocal Agreement (Amendment 3) with the Texas Department of Transportation and the Hidalgo County Regional Mobility to include a fee increase to $200 per permit;

WHEREAS, on September 26, 2017, the Board approved Resolution 2017-77 – Approval of an Interlocal Agreement (pending TxDOT approval) with the Texas Department of Transportation to designate additional routes to the Hidalgo County overweight and oversized vehicle corridor;

WHEREAS, on November 27, 2018, the board approved Resolution 2018-67 – Approval of Amended and Restated Interlocal Agreement with the Texas Department of Transportation combining all of the amendments into a new agreement with a termination date of April 1, 2022;

WHEREAS, on January 25, 2022, the board approved Resolution 2022- 05 - Approval to amend the oversized and overweight corridor (pending TxDOT approval) designating an additional route to the Hidalgo County overweight and oversized vehicle corridor;

WHEREAS, the Board finds it to be in the best interest of the Authority to enter into an Interlocal Agreement with the Texas Department of Transportation to revise the termination date to April 1, 2025;

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 Interlocal Agreement between the Texas Department of Transportation and the Authority, attached hereto as Exhibit A.

Section 3. The Board hereby authorizes the Executive Director to execute the Interlocal Agreement between the Texas Department of Transportation and the Authority.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING on the 22nd day of March, 2022, at which meeting a quorum was present.

S. David Denanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

INTERLOCAL AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY FOR THE OVERWEIGHT AND OVERSIZED VEHICLE CORRIDOR

THIS ITEM WILL BE

SENT UNDER

SEPERATE COVER

Item 3D

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3D**
PLANNING COMMITTEE		**DATE SUBMITTED**	**03/11/22**
FINANCE COMMITTEE		**MEETING DATE**	**03/22/22**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2022-19 - CONSIDERATION AND APPROVAL OF INVESTMENT ADVISORY SERVICES AGREEMENT BETWEEN HILLTOP SECURITIES ASSET MANAGEMENT, LLC AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

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

   Approving Resolution 2022-19 -- Consideration and Approval of Interlocal Agreement between the Texas Department of Transportation and the Hidalgo County Regional Mobility Authority for the Overweight and Oversized Vehicle Corridor.

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

4. Budgeted: ___Yes ___No X N/A

5. Staff Recommendation**: Motion to approve Resolution 2022-19 -- Consideration and Approval of Interlocal Agreement between the Texas Department of Transportation and the Hidalgo County Regional Mobility Authority for the Overweight and Oversized Vehicle Corridor, as presented.**

6. Program Manager's Recommendation: ___Approved ___Disapproved **X** None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved X None

9. Chief Auditor's Recommendation: ___Approved ___Disapproved **X** None

10. Chief Financial Officer's Recommendation: X Approved ___Disapproved ____None

11. Chief Development Engineer's Recommendation: ___Approved ___Disapproved X None

12. Chief Construction Engineer's Recommendation: ___Approved ___Disapproved X None

13. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022 – 19

APPROVAL OF AN INVESTMENT ADVISORY SERVICES AGREEMENT BETWEEN HILLTOP SECURITIES ASSET MANAGEMENT, LLC AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 22nd day of March 2022, 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"); and

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

WHEREAS, on February 10, 2022, the Authority issued $151,650,344.75 in Senior Lien Toll and Vehicle Registration Fee Revenue Bonds Series 2022A and $63,884,707.35 Junior Lien Toll and Vehicle Registration Fee Revenue and Refunding Bonds, Series 2022B; and

WHEREAS, the Authority has determined it is necessary to enter into an agreement with Hilltop Securities Asset Management to provide Investment Advisory Services;

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

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

Section 2. The Board hereby approves the Investment Advisory Services Agreement between Hilltop Securities Asset Management, LLC and the Hidalgo County Regional Mobility Authority hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Investment Advisory Services Agreement between Hilltop Securities Asset Management, LLC and the Hidalgo County Regional Mobility Authority, 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 22nd day of March, 2022, at which meeting a quorum was present.

S. David Deanda Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A
INVESTMENT ADVISORY SERVICES AGREEMENT
BETWEEN HILLTOP SECURITIES ASSET MANAGEMENT, LLC
AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGREEMENT FOR
INVESTMENT ADVISORY SERVICES
BY AND BETWEEN
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HILLTOP SECURITIES ASSET MANAGEMNT, LLC

This Investment Advisory Agreement (the "**Agreement**") is made by and between the Hidalgo County Regional Mobility Authority (the "**Investor**") and Hilltop Securities Asset Management, LLC ("**HSAM**"). This agreement shall be effective as of the date of its acceptance by the Investor as indicated on the signature page hereof.

I. Terms and Conditions

This Agreement sets forth the terms and conditions governing the relationship of the Investor to HSAM with respect to securities and money which the Investor holds, from time to time, and which are available for investment or reinvestment (the "**Portfolio**"). This Agreement shall apply to any and all investable funds and securities in the Investor's Portfolio during the period in which this Agreement shall be in effect.

II. Investment Advisory Services

A. Services. With respect to the Portfolio, HSAM will provide investment advisory services and cause to be executed such trades as determined in accordance with Section II. B below. HSAM agrees to provide professional services and its facilities and to direct and coordinate all programs of investing as may be considered and authorized by the Investor and to assume and pay those expenses incurred by HSAM in connection with the execution of investment decisions. Specifically, HSAM agrees to perform the following duties:

1. Review the Investor's cash flow projections;
2. Recommend appropriate strategies based upon cash flow requirements;
3. Advise the Investor on current market conditions and other general information;
4. Analyze risk/return relationships between various investment alternatives;
5. Participate in meetings of the governing body of the Investor, its staff, representatives, or committees as requested by the Investor, when the subject of investments is to be discussed;
6. Assist in the selection of investment securities and, as directed by the Investor, cause the transactions to be executed;
7. Advise on the investment of the Portfolio in a manner consistent with the Investor's Investment Policy and Strategy and in compliance with the Public Funds Investment Act, the proceedings of the Investor authorizing the investment of the bond funds and applicable state and federal rules and regulations;
8. Promptly send (or cause to be sent) trade confirmations to the Investor; and
9. Assist the Investor in creating monthly, quarterly, and year-end investment reports for accounting entries and as required by written investment policy, stated procedures and / or state law.

B. Scope of Investment Decisions. In performing the services listed in Section II. A above, HSAM shall not have discretionary authority and, accordingly, shall obtain approval from the Investor for the purchase or sale of securities prior to execution. The Investor hereby represents and acknowledges

that its written investment policy (attached hereto as Appendix A, and incorporated herein) and investment strategy includes its investment objectives and all portfolio limitations and restrictions, including, without limitation, acceptable levels of investment risk. The Investor also agrees to notify HSAM in writing ten (10) business days in advance of the implementation of any changes in the Investor's investment objectives, investment limitations, and/or financial condition.

C. **Standard of Care.** In the administration of its duties, HSAM shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, not for speculation, but for investment, considering, with regard to the entire Portfolio rather than any particular investment or security, the probable safety of capital and the probable income to be derived.

D. **Settlement of Securities.** The purchase of individual securities shall be executed "delivery versus payment" (DVP) through the Investor's safekeeping agent. By so doing, Investor's funds will be released only when and if the Investor has received, through the safekeeping agent, the designated securities purchased.

E. **Hold Harmless.** Subject to the provisions of Section XV. N. and to the extent allowed by law, the Investor hereby agrees to indemnify and hold harmless HSAM, as well as any of its officers, directors, shareholders, affiliates, general partners, employees, agents and trustees, from charges incurred by HSAM on the Investor's behalf and, for any and all market losses arising with respect to the Portfolio.

F. **Return on the Portfolio.** The Investor expressly affirms and acknowledges that HSAM has not promised or guaranteed any stated or specified return on, or performance of, the Investor's investment portfolio.

III. Representations

A. HSAM represents that it is registered as an investment advisor under the Investment Advisers Act of 1940 (the "**Advisers Act**") and is authorized and empowered to enter into this Agreement.

B. The Investor represents and confirms that (1) the Investor has full power and authority to enter into this agreement; (2) the terms hereof do not violate any obligation by which the Investor is bound, whether arising by contract, operation of law, or otherwise; and (3) this Agreement has been duly authorized and will be binding on Investor according to its terms.

C. The Investor agrees to:

1. Provide HSAM with the schedule of estimated cash flow requirements related to the Portfolio, and promptly notify HSAM as to any changes in such estimated cash flow schedule;

2. Provide HSAM, not less than monthly, with all relevant custodian, safekeeping and bank statements relating to all of the Portfolio;and

3. Allow HSAM to rely upon all information regarding schedules or other information pertaining to the Portfolio as provided to it by the Investor as being true and accurate. HSAM shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information and HSAM will not undertake to authenticate any such information.

D. The Investor recognizes that there may be loss or depreciation of the current liquidation, immediate and ongoing value of any investment due to the fluctuation of market values. The Investor represents that no party to this Agreement has made any guarantee, either oral or written, that the Investor's investment objectives will be achieved. HSAM shall not be liable for any investment losses in the Portfolio in the absence of willful malfeasance, gross negligence, or violation of applicable law. Nothing in this Agreement shall constitute a waiver or limitation of any

rights that the Investor may have under applicable state or federal law including without limitation, the state and federal securities laws.

E. Investor represents and acknowledges that Investor has reviewed and understands the risk factors and fees associated with the Portfolio.

IV. Fees and Costs of HSAM

As consideration for the services provided by HSAM under this Agreement, HSAM will be entitled to a fee (the "**Advisor Fee**") determined in accordance with the schedule set forth in the fee schedule ("**Schedule A**"), a copy of which is attached hereto, is incorporated herein for all purposes and is being delivered to the Investor simultaneously with the execution, and as an integral part, of this Agreement.

V. Reporting and Account Statements

HSAM will deliver or cause to be delivered to the Investor confirmation of transactions and/or periodic statements for the Portfolio as set forth in this Agreement. HSAM will also provide the Investor with an annual valuation of the Investor's Portfolio and any additional statements that may be required by applicable law, including the reporting provisions of the Public Funds Investment Act, or other applicable state law, with respect to transactions effected under this Agreement.

VI. Other Services

The investment advisory services provided hereunder by HSAM to the Investor are exclusive of any other services that HSAM may provide to the Investor.

VII. Execution of Investment Transactions

A. **Affiliated Broker.** HSAM is affiliated through common ownership and control with Hilltop Securities ("**Hilltop**"), a registered broker/dealer with the Financial Industry Regulatory Authority. ("**FINRA**"), the U.S. Securities and Exchange Commission ("**SEC**"), and various state and territorial regulatory authorities. Investor hereby authorizes HSAM to effect transactions for the Portfolio by execution through Hilltop. Where transactions are effected through Hilltop, Hilltop may act on an agency or principal basis to the extent permitted by law. Pursuant to Rule 206(3) of the Advisers Act, HSAM will obtain the Investor's consent on each investment transaction to allow Hilltop to act as a principal in acquiring a security to facilitate a trade.

B. **Bundling of Investment Transactions.** Transactions for each Investor account generally will be effected independently unless HSAM decides to purchase or sell the same securities for several Investors at approximately the same time. HSAM may (but is not obligated to) combine or "batch" such orders to obtain best execution. Under this procedure, transactions will be averaged as to price and will be allocated among HSAM investors included in the "batch" group in proportion to the purchase and sale orders placed for each Investor in batch transactions. HSAM may not receive commissions or other compensation from such brokers.

VIII. Selection of Brokers

The Investor agrees that when HSAM effects or places orders for the execution of transactions for the Portfolio (other than situations where the Investor specifically instructs otherwise in writing), HSAM may allocate such transactions to such brokers and dealers for execution on such markets, at such prices as in the judgment of HSAM will be in the best interests of the Investor, taking into consideration, in the selection of such brokers and dealers, the available prices and rates of brokerage commissions and other relevant factors, without having to demonstrate that such factors are of a direct benefit to the Investor. Subject to the foregoing, HSAM will

arrange for the execution of securities transactions for the Portfolio through brokers or dealers that HSAM reasonably believes will provide best execution.

IX. Non-Exclusive Relationship

The Investor hereby acknowledges that HSAM's services under this Agreement are nonexclusive, and that HSAM shall be free to render the same or similar services to other Investors. The Investor further acknowledges that HSAM's advice is specific to each individual Investor's investment objectives, limitations and financial condition. Therefore HSAM, in the performance of its investment advisory duties, may give advice to, and take action on behalf of, other Investors that may differ from the advice given, or the timing and nature of the action taken, with respect to the Investor's Portfolio. Nothing in this Agreement shall be deemed to impose upon HSAM any obligation to purchase or sell, or to recommend for purchase or sale for the Investor's Portfolio, any security that HSAM or its affiliate, Hilltop Securities, Inc., may purchase or sell, for their own account or for the accounts of any other Investor if, at the sole discretion of HSAM, it is for any reason undesirable or impractical to take such action or make such recommendation for the Investor's Portfolio. The Investor also acknowledges that HSAM has varying fee structures and arrangements with other investors and may charge their investors different fees, which may be higher or lower than the fees charged with respect to the Investor's Portfolio for similar services.

X. Instructions from the Investor

HSAM may rely on all instructions (whether oral or written) given by the Investor or its agents that HSAM reasonably believes to be genuine. HSAM's records of such a transaction will be conclusive as to the content of any instruction. Instructions may be given to HSAM by any officer or agent authorized by (1) the investment policy; (2) a duly executed "Authorization to Trade Public Funds" form provided by HSAM; or (3) a resolution of the governing body of Investor. HSAM may rely on such authorization until written notice to the contrary is delivered to HSAM by the Investor; and if the Investor does not deliver appropriate authorizing documentation, HSAM may accept instructions from any person reasonably believed by HSAM to be an officer of the Investor. Subject to the provisions of Section XV. N. and to the extent allowed by law, the Investor agrees to hold harmless, and, to the extent permitted by law, indemnify and defend, HSAM, as well as any of its officers, directors, shareholders, affiliates, general partners, employees, agents, and trustees, against any and all losses sustained by HSAM resulting from or by reason of any and all claims, liabilities, losses, damages, charges, costs, fees, and expenses (including, without limitation, attorney fees and costs, including fees of attorneys who may be HSAM employees or employees of HSAM's affiliates) arising out of or in connection with any action taken in reliance upon any instruction or inquiry reasonably believed genuine.

XI. Transactions Subject to Industry Regulations and Standards

All transactions shall be subject to the regulations of all applicable government authorities and self-regulatory agencies including, but not limited to, the constitutions and rules of the clearing agent, exchange, or market where executed. The Investor understands that HSAM is registered as an investment advisor under the Advisers Act, and as such is obligated to comply with all applicable laws and regulations, including those of the SEC and other regulatory and self-regulatory agencies, and agrees that HSAM shall not be liable to the Investor as a result of any action taken by HSAM to comply with any ruling, interpretation, or directive of such organizations. Further, Investor understands and agrees that HSAM will not accept any instructions from Investor which would require a violation of any such rules or regulations.

XII. Assignment

Neither HSAM nor the Investor may assign any of its rights, authorizations, or obligations under this Agreement without the prior written consent of the other party.

XIII. Term and Investor's Right of Cancellation

This Agreement shall become effective as of the date hereof and continue for a two-year period after which time this contract may be renewed for additional one-year periods upon approval by both parties. Either party may terminate this Agreement upon delivering to the other party 30 calendar days' prior written notice. In the

event of termination, it is understood and agreed that only the amounts due to HSAM for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In addition, the parties hereto agree that upon termination of this Agreement HSAM shall have no continuing obligation to the Investor regarding the investment of funds or performing any other services contemplated herein.

XIV. Custodial Arrangements

Custody of Portfolio assets will be maintained with a custodian selected by Investor and identified to HSAM (the "Custodian"). HSAM will not have custody of any assets in the Portfolio. Investor will be solely responsible for paying all fees or charges of the Custodian. Investor authorizes HSAM to give Custodian instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash or cash equivalent or other investment for the Portfolio, but only the Investor may confirm a transaction.

XV. Miscellaneous

A. Notices to the Investor. All written communication to the Investor shall be sent to the Investor's address set forth on the signature page hereof or as directed in writing to HSAM by the Investor. Any notice, statement, or other communication mailed to the Investor by HSAM in accordance with this section will be deemed to be given to the Investor upon actual receipt thereof by the Investor.

B. Notices to HSAM. Any notice, statement, or other communication from the Investor to HSAM under this Agreement must be in written form and will be deemed to be given to HSAM upon actual receipt thereof by HSAM, whether such notice was mailed, personally delivered, or telecopied to:

Hilltop Securities Asset Management, LLC
2700 Via Fortuna, Suite 410
Austin, TX 78746
Attention: Scott McIntyre Fax Number: (512) 481-2020
scott.mcintyre@hilltopsecurities.com

C. Confidential Relationship. All of the information and advice furnished by either party to the other under this Agreement, including their respective agents and employees, will be treated by HSAM as strictly confidential and will not be disclosed by HSAM to third parties under any circumstances except as required by law or as expressly authorized by the Investor.

D. No Limitations of Liability. Federal and state securities laws impose liabilities under certain circumstances on persons who do not act in good faith and, therefore, nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that the Investor may have under federal and state securities laws.

E. Indemnity. Subject to the provisions of Section XV. N. and to the extent allowed by law, the Investor will indemnify HSAM for any loss, liability, or expense (including attorney's fees) which HSAM may incur as a result of, or arising from, any claims asserted by any third party with respect to the Portfolio or the services rendered by HSAM under this Agreement, except in cases of gross negligence or willful misconduct by HSAM in managing the Investor's Portfolio, in which case HSAM will indemnify Investor for such loss, liability, or expense (including attorneys' fees) which Investor may incur as a result of, or arising from, any claims asserted by any third party due to HSAM's gross negligence or willful misconduct.

F. Inconsistent Provisions; Agreements. If any provisions of this Agreement should become or be found to be inconsistent with laws, rules, or regulations of any government or regulatory body having jurisdiction over the subject matter herein, such provisions shall be deemed modified or rescinded in accordance with any such laws, rules, or regulations.

G. Invalid Provisions. If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any Court, or regulatory or self-regulatory agency or body, such invalidity or

unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected, and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

H. Waiver of Terms. A party's failure to insist at any time upon strict compliance with any terms of this Agreement shall not constitute a waiver of any of that party's rights as described herein.

I. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflicts of laws. Venue for disputes related to this agreement shall be the state district courts in Hidalgo County, Texas.

J. Extraordinary Events. Neither HSAM nor any of its officers, directors, shareholders, affiliates, general partners, employees, agents, or trustees shall be liable for losses caused directly or indirectly by government restrictions, exchange or market actions, suspensions of trading, wars, strikes, delays in the transmission of orders due to breakdown or failure of transmission or communication facilities, or any other causes beyond HSAM's reasonable control or anticipation.

K. Written Disclosure Statement. Simultaneously with the execution of this Agreement, HSAM has delivered to the Investor Part II of its Form ADV as filed with the SEC, or a similar disclosure document, as its brochure pursuant to Rule 204.3 of the Advisers Act. The Investor's execution of this Agreement shall be deemed acknowledgment of receipt thereof.

L. Verification of Information. The Investor represents and warrants to HSAM that all information furnished to HSAM in connection with the opening of the Portfolio (and all documents supplied by the Investor in this regard, including financial statements) are true, complete, and correct. HSAM is entitled to rely on this information until HSAM receives written notice of any change, which the Investor agrees to furnish promptly should any material changes occur.

M. HSAM Covenants.

1. **No Boycott of Israel Verification.** Pursuant to Section 2271.002, Texas Government, Contractor hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not Boycott Israel and, subject to or as otherwise required by applicable Federal law, Contractor agrees not to Boycott Israel during the term of this Agreement. For purposes of this Section, "Boycott Israel" shall have the meaning given such term in Section 808.001, Texas Government Code. Contractor understands "affiliate" for this Section 4.07 to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

2. **No Boycott of Certain Energy Companies**. Pursuant to Section 2274.002, Texas Government Code, Contractor hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, does not boycott energy companies, and will not boycott energy companies during the term of the contract. For purposes of this Section, "Boycott Energy Company" shall have the meaning given such term in Section 809.001, Texas Government Code.

3. **No Discrimination Against Firearm and Ammunition Industries**. Pursuant to Section 2274.003, Texas Government Code, Contractor hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. For purposes of this Section, "discriminate against a firearm entity or firearm trade association" shall have the meaning given such term in Section 2274.001, Texas Government Code.

4. **No Contracts with Certain Companies**. Contractor and the person or persons executing the contract or contract amendment on behalf of Contractor, or representing themselves as executing the contract or contract amendment on behalf of Contractor (collectively, the

"Signing Entities"), hereby acknowledge that (i) the Signing Entities do not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) the Signing Entities are not named on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of the Comptroller's website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf; https://comptroller.texas.gov/purchasing/docs/iran-list.pdf; https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

5. **No Conflict of Interest**. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any supplier or person doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the HCRMA not later than the 7th business day after the date the supplier or person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. HSAM represents that it has no conflict of interest that would in any way interfere with its or its employee's performance of services for the Investor or which in any way conflicts with the interests of the Investor. HSAM shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Investor's interests.

6. **Nondiscrimination.** HSAM, with regard to work performed by it during this Agreement, shall not discriminate on the grounds of race, color, sex, or national origin.

N. Cyber Liability Insurance. HSAM maintains data protection liability insurance coverage for an aggregate limit of $5,000,000, covering claims made in connection with privacy liability, privacy regulatory liability, PCI DSS liability, system security liability, multimedia liability, breach event cost reimbursement, cyber extortion reimbursement, digital asset loss reimbursement and business interruption losses. Our level of cyber liability insurance is an amount that we consider sufficient to hold harmless, indemnify, and defend Investor for losses, costs, and expenses arising from claims resulting from a breach of the HSAM's systems and/or sensitive information. The current policy, provided by Everest National Insurance Company, expires in April 2022. HSAM, at a minimum, shall maintain such coverage during the term of of this Agreement. Evidence of Cyber Liability Insurance is included as Appendix B.

O. No Waiver of Immunity or Defense. To the extent, if any, that this Agreement imposes an obligation on Investor make a payment or other expenditure of any sort, including any obligation of indemnity, such payment, expenditure or obligation shall be payable solely from current revenues that are immediately available for such purposes, and no debt is or is intended to be created by reason of this Agreement. Investor has no duty to create a sinking fund for payment of any obligation of indemnity and no such fund is or will be created. To the extent not otherwise covered in this Agreement, the City retains its governmental and sovereign immunities and its limitations of liability. HSAM acknowledges that Investor is entering into this Agreement in its governmental capacity for the fulfillment of governmental functions and the subject and nature of this Agreement are governmental rather than proprietary. In any event, the procedures and limitations of Chapter 271, Texas Local Government Code apply.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE NEXT PAGE IS A SIGNATURE PAGE.]

By signing this Agreement, the undersigned Investor acknowledges receipt of a copy of this Agreement, including Schedule A.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

_____ _____
Signature of Investor Date

_____
Print Name

_____
Capacity of Signatory

_____
Address

_____

_____

HILLTOP SECURITIES ASSET MANAGEMENT, LLC

_____ _____
Signature of Officer Date

_____
Print Name

_____
Capacity of Signatory

SCHEDULE A

FEE SCHEDULE AND EXPENSE ITEMS

In consideration for the services rendered by Hilltop Securities Asset Management, LLC ("HSAM") in connection with the investment of the Portfolio for the Investor, the Investor agrees to an asset-based annual fee of four (4) basis points (1/25th of 1%) calculated on the average asset balance during the period.

The above fee includes all costs associated with investment management. Safekeeping and banking fees will remain the responsibility of the Investor.

There are no initial setup fees, withdrawal or termination fees.

Approximately fifteen (15) to thirty (30) days following the conclusion of each calendar quarter, HSAM shall provide Investor with an invoice that adequately sets forth the fees claimed to be due to HSAM for the prior calendar quarter. Said fee includes all costs of services related to the investment services provided under this Agreement.

Appendix A

HCRMA Investment Policy

Appendix B

Hilltop Securities Cyber Security Insurance Certificate

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Item 3E

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3E**
PLANNING COMMITTEE		**DATE SUBMITTED**	**03/14/22**
FINANCE COMMITTEE		**MEETING DATE**	**03/22/21**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2022-20 – CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NUMBER 9 SUPPLEMENTAL NUMBER 1 WITH BLANTON & ASSOCIATES, INC. FOR CONDUCTING ENVIRONMENTAL ASSESSMENT RE-EVALUATIONS FOR THE UPDATED DESIGN INITIATED UNDER THE 365 TOLLWAY VALUE ENGINEERING CHANGE PROPOSALS.**

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

   Consideration and Approval of Resolution 2022-20 for WA No. 9 Suppl. No. 1 for the 365 Tollway.

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

4. Budgeted: X Yes ___No ___N/A

5. Staff Recommendation**: Motion to approve Resolution 2022-20 – Consideration and Approval of Work Authorization Number 9 Supplemental Number 1 with Blanton & Associates, Inc. for conducting Environmental Assessment Re-evaluations for the updated design initiated under the 365 Tollway Value Engineering Change Proposals, as presented.**

6. Program Manager's Recommendation: ___Approved ___Disapproved **X** None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Auditor's Recommendation: ___Approved ___Disapproved **X** None

10. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

11. Chief Development Engineer's Recommendation: **X** Approved ___Disapproved ___None

12. Chief Construction Engineer's Recommendation: ___Approved ___Disapproved **X** None

13. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

- ☐ CMT Services
- ☑ Environmental **Blanton & Associates, Inc**
- ☐ Engineering
- ☐ Geo-Technical
- ☐ Surveying

WORK AUTHORIZATION SUMMARY

RESOLUTION 2022-20

Work Authorization # **9** Supplemental # **1**

Amount **$ 197,254.90**

Approved Work Authorizations:

Resolution No.	Description	Amount
2017-72	WA No. 1 IBTC ENV Class Ltr Support	$ 24,990.00
2018-05	WA No. 2 IBTC Env / NEPA Clearance	$ 702,075.94
2019-06	WA No. 3 365 Tollway NEPA Re-Eval Checklist	$ 8,660.00
2019-38	WA No. 4 Additional Biological Eval Support	$ 24,600.00
2020-07	WA No. 5 Update Noise Report	$ 20,129.50
	Subtotal from Cont. Page	$ 612,376.13
	Total Approved WA	**$ 1,392,831.57**

Proposed Work Authorization and/or Supplemental

2022-20	WA No. 9 Suppl. No. 1	**$ 197,254.90**

Goal and Options:

Approval of environmental services for conducting Environmental Assessments for the updated design initiated under the 365 Tollway Value Engineering Change Proposals.

Staff is recommending approval of this request in the amount of $ 197,254.90
Proposed total approved WA and/or Supplementals $ 1,590,086.47

E. Davila, Develop Eng
Requested By:

Work Authorizations Cont... **Resolution No.** 2022-20

Resolution No.	Description	Amount
2020-10	WA No. 6 Archaeological Mitigation Plans	$ 131,398.00
2020-15	WA No. 3 Supplemental No. 1	$ 0.00
2020-16	WA No. 4 Supplemental No. 1	$ 0.00
2020-29	WA No. 7 Wetland Mitigation Const. Permitting	$ 66,168.15
2021-49	WA No. 8 Site Soils & Planting Strat. Wetland	$ 400,103.66
2022-09	WA No. 9 365 TOll Re-eval. due to VECP	$ 14,706.32
	WA No.	
	WA No.	
	WA No.	

Subtotal $ 612,376.13

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION NO. 2022-20

APPROVAL OF WORK AUTHORIZATION NUMBER 9 SUPPLEMENTAL NUMBER 1 WITH BLANTON & ASSOCIATES, INC. FOR CONDUCTING ENVIRONMENTAL ASSESSMENT RE-EVALUATIONS FOR THE UPDATED DESIGN INITIATED UNDER THE 365 TOLLWAY VALUE ENGINEERING CHANGE PROPOSALS.

THIS RESOLUTION is adopted this 22nd day of March 2022 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, including the International Bridge Trade Connector project (the "IBTC");

WHEREAS, the Authority initially approved the retention of Blanton & Associates, Inc. through Resolution 2010-79 to provide professional services, including oversight of the IBTC local environmental assessment process and review of the recommendation as prepared by Atkins (formerly PBS&J) (the "Initial Agreement");

WHEREAS, under the scope of services provided to the Authority through the Initial Agreement, Blanton & Associates, Inc. demonstrated a unique and thorough understanding of the Authority's projects and related environmental issues;

WHEREAS, based on Blanton & Associates demonstrated knowledge and unique qualifications, and to ensure that the Authority did not experience any gap in critical environmental services, the Authority approved Resolutions 2017-71 and 2017-72 retaining Blanton & Associates to provide additional professional environmental services, including support for the federal environmental classification for the IBTC project, to the Authority immediately following the termination of the program manager agreement;

WHEREAS, the Board now (i) found it necessary and desirable to finalize the federal environmental classification of the IBTC project; (ii) finds that Blanton & Associates has demonstrated its qualifications in environmental work; (iii) finds that Blanton & Associates has a unique understanding of and history with the project, creating efficiencies and expertise that would be difficult to replace; and (iv) desires to expand Blanton & Associates, Inc. professional environmental services as described in Work Authorization #2, to finalize the federal environmental classification for the IBTC project;

WHEREAS, the Authority approved Resolution 2018-05 – Approval of Work Authorization 2 to the Professional Services Agreement with Blanton & Associates, Inc. to provide environmental clearance support for the IBTC Project in amount not to exceed $702,075.94; and

WHEREAS, the Authority approved Resolution 2018-06 – Approval of Contract Amendment 1 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount to $727,065.94 due to additional scope outlined in Work Authorization No. 2 in the amount of $702,075.94.; and

WHEREAS, the Authority approved Resolution 2019-06 – Approval of Work Authorization 3 to the Professional Services Agreement with Blanton & Associates, Inc. for NEPA re-evaluation checklist support for the 365 Toll/ I-Road Interchange redesign in the amount of $8,660.00; and

WHEREAS, the Authority approved Resolution 2019-07 Contract Amendment Number 2 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by $8,660.00 due new scope in Work Authorization Number 3 to a not-to-exceed amount of $735,725.94; and

WHEREAS, the Authority approved Resolution 2019-38 Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for additional biological evaluation support for the International Bridge Trade Corridor Project environmental clearance in the amount of $24,600.00; and

WHEREAS, the Authority approved Resolution 2019-39 Contract Amendment Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by $24,600.00 for Work Authorization Number 4; and

WHEREAS, the Authority approved Resolution 2020-07 Work Authorization Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to provide updated Noise Report for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-08 Contract Amendment Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by $20,129.50 for Work Authorization Number 5; and

WHEREAS, the Authority approved Resolution 2020-10 Work Authorization Number 6 to the Professional Services Agreement with Blanton & Associates, Inc. to provide Archaeological Mitigation Plans for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-11 Contract Amendment Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by $131,398.00 for Work Authorization Number 6; and

WHEREAS, the Authority approved Resolution 2020-15 Supplemental No. 1 to Work Authorization Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. for a no-cost time extension for Environmental Services for the 365 Tollway Project; and

WHEREAS, the Authority approved Resolution 2020-16 Supplemental No. 1 to Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for a no cost time extension for Environmental Services for the IBTC Project; and

WHEREAS, on October 27, 2020, the Authority approved Resolution 2020-29 Work Authorization Number 7 to the Professional Service Agreement with Blanton & Associates, Inc. to provide Wetland Mitigation Support for the 365 Tollway Construction Permitting in the amount of $66,168.15; and

WHEREAS, on October 27, 2020 the Authority approved Resolution 2020-30 Contract Amendment No. 6 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by $66,168.15 for due Work Authorization No. 7; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-49 Work Authorization Number 8 to the Professional Service Agreement with Blanton & Associates, Inc. for environmental services for development of site soils and planting strategies (including monitoring) for the 365 Tollway Wetland Mitigation site in the amount of $400,103.66; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-09 – Consideration and Approval of Work Authorization 9 with Blanton & Associates, Inc. for environmental services for conducting an Environmental Assessment Re-evaluation Scoping Meeting for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of $14,706.32; and

WHEREAS, the Authority finds it necessary to approve Resolution 2022-20 – Consideration and Approval of Work Authorization Number 9 Supplemental Number 1 with Blanton & Associates, Inc. for conducting Environmental Assessment Re-evaluations for the updated design initiated under the 365 Tollway Value Engineering Change Proposals in the amount of $197,254.90.

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

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

Section 2. The Board hereby approves Work Authorization 9 Supplemental Number 1 with Blanton & Associates, Inc. for environmental services for conducting Environmental Assessment Re-evaluations for the updated design initiated under the 365 Tollway Value Engineering Change Proposals in the amount of $197,254.90, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to Work Authorization Number 9 to the Professional Services Agreement for the 365 Tollway Project hereby 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 22nd day of March 2022, at which meeting a quorum was present.

_____

S. David Deanda, Jr., Chairman

_____

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Work Authorization Number 9 Supplemental Number 1

to the Professional Services Agreement with

Blanton & Associates, Inc. for

Environmental Services for the

365 Tollway Project

ATTACHMENT D-2
SUPPLEMENTAL WORK AUTHORIZATION NO. __1__
TO WORK AUTHORIZATION NO. __9__
FOR ENVIRONMENTAL CONSULTING SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Environmental Consulting Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Blanton & Associates, Inc. (the Consultant).

The following terms and conditions of Work Authorization No. __9__ are hereby amended as follows:

PART II. The maximum amount payable under this Work Authorization is $211,961.22 and the method of payment is LUMP SUM as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Consultant's estimated Work Authorization costs included in Supplemental Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization in the amount of $197,254.90. The maximum amount payable is therefore the sum of the previously approved amount ($14,706.32) and the supplemental scope ($197,254.90) for a revised maximum amount payable of $211,961.22.

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. __9__ not hereby amended are to remain in full force and effect.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2023, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

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

AUTHORITY	**CONSULTANT**
By: _____	**By:** _____
Name: Pilar Rodriguez	**Name: Don Blanton**
Title: Executive Director	**Title: President**
Hidalgo County Regional Mobility Authority	**Blanton & Associates, Inc.**
Date: _____	**Date:** _____

Attachments:

- Supplemental Exhibit B Scope of Services
- Supplemental Project Schedule
- Supplemental Exhibit D Fee Schedule
- Supplemental Exhibit H-2 Sub Commit Agrmnt

SUPPLEMENTAL EXHIBIT B
SERVICES TO BE PROVIDED BY THE CONSULTANT
365 Toll Re-Evaluation Scoping & Coordination for Design Modifications From Value Engineering Change Proposals (VECPs)

Project Understanding

The Hidalgo County Regional Mobility Authority (HCRMA) 365 Toll project was approved for development under Environmental Assessment/Finding of No Significant Impact (EA-FONSI) dated July 2, 2015 for the 365 Toll project. The project limits for the 365 Toll project is from FM 1016/Conway Avenue to US 281/Military Highway within the cities of Granjeño, Hidalgo, McAllen, Mission, Pharr and San Juan in Hidalgo County, Texas (CSJs 3627-01-001, 3627-01-002, 0921-02-337, and 0220-01-023). The proposed project is to construct an interim four-lane divided controlled access toll facility divided by a grass median within right-of-way (ROW) reserved for future widening for the ultimate facility when necessary. The ultimate facility would consist of six travel lanes divided by a flush median with a concrete barrier. The proposed project is approximately 16.53 miles long and would be constructed primarily on new location within a typical 300-foot ROW, which varies between 160 to 400 feet in width. The project also includes non-tolled improvements to US 281/Military Highway and a 0.70 mile one-lane connector to the Pharr Border Safety Inspection Facility (BSIF).

On April 27, 2017, TxDOT approved a re-evaluation to the proposed project which included design changes of the roadway and adjustments to irrigation canals within the jurisdiction of Hidalgo County Irrigation District No. 2 (HCID2) and the US International Boundary & Water Commission (IBWC). The roadway was narrowed and auxiliary lanes added to maintain free access in the vicinity of these changes just east of FM 2061. The proposed changes resulted in a reduction in impacts to the irrigation canals from those previously approved in the FONSI. The proposed improvements may impact a known archeological site; however, the mitigation measures identified in the EA/FONSI would still be implemented and thus, no additional impacts to this archeological site were anticipated. The impacts to the HCID2 system, an identified Section 4(f) resource were less than those proposed in the EA/FONSI. None of the proposed design changes resulted in a change in the original NEPA determination.

During the re-procurement for construction of the proposed project, which was originally halted in 2017, HCRMA requested the awarded construction contractor (Pulice) to enter into a value engineering change process, which resulted in multiple design changes which intend to save time and costs to the HCRMA. These changes have been accepted by HCRMA to move forward to construction, as long as they are approved under NEPA. These changes are detailed in the section below and as outlined in an email from Eric Davila (HCRMA) to Pulice on December 22, 2021.

Value Engineering Change Proposal Options

- VECP 1: Build from the Center. Change the design to reduce the median from a 40 ft wide grass median to a strict 4 foot-wide median. This change reduces embankment volume, retaining wall surface, accelerates schedule and facilitates the future widening of the road (ultimate design).
- VECP 4: Reduce Shoulder between Station 803+00 and 835+00. The shoulder would be reduced from 12 feet wide to 4 feet wide in the westbound mainlanes. Construction and maintenance costs would be reduced.
- VECP 5: Optimize Ramp Designs between FM 2062/Jackson Road and US 281/Cage Boulevard. This modification would eliminate the westbound auxiliary lane, movement and increase lengths of the gores, which would result in the elimination of the auxiliary lanes. This modification accelerates construction schedule, as well as reduces construction and maintenance costs.
- VECP 7: I-Road @ 365 Toll Intersection Optimization. This change eliminates the 625 ft long steel girder bridge and installing a shorter concrete girder bridge with a roundabout under the mainlanes of 365 Toll.
- VECP 8: Updated Pavement Design (Reduced Pavement Section). This modification changes the rigid Continuous Reinforced Concrete (CRCP) pavement to CRCP-Mechanistic Empirical (CRCP-ME) design method for CRCP pavements. This change would reduce the thickness of the pavement which accelerates schedule.
- VECP 9: Change in Concrete Treated Base (CTB) Preparation Method. This modification changes the specification of the plant concrete mix from a 6 inch concrete treated base to a 6 inch road mixed concrete treated base. This would allow the base materials would be mixed on-site versus at a plant and transporting to the construction site. This change would lower costs, reduce potential plant failures for mixing base materials and trucking shortages.
- VECP 10: Optimize Girders (Resize/Optimize). This modification would reduce the number of bridge girders constructed by using 0.6 inch prestressed strands versus 0.5 inch. This change results in a reduction in costs and accelerates schedule.
- VECP 13: FM 2062/Jackson Road Overpass – Bridge Shortening. This modification would eliminate one (the middle) of the three units of the bridge, which reduces the crossing length and number of bents needed. This change reduces costs and accelerates schedule.
- VECP 15: Intelligent Transportation System (ITS) Optimizations. These optimizations substitute types of ITS equipment, consolidate three previous locations utilizing one sign, use of fiberglass conduit, consolidate three trenches, reduction in existing fiber count with a single jacket trunk line, and other changes. These changes reduce costs and reduces the number of ITS poles/drill shafts.
- VECP 18: Mechanically Stabilized Earth (MSE) Wall Design. This changes the backfilling depth of embedment of the wall from 2-3 feet to 1 foot. This change results in a reduction in costs.

Based on the proposed changes in the design, a re-evaluation of the EA/FONSI is needed. Additionally, given the time that has passed since the issuance of the EA/FONSI and construction, several environmental constraints will require to be updated with current information which will be accomplished during the re-

evaluation process. The following summarizes the tasks needed for the re-evaluation efforts for the proposed design changes.

Tasks

B&A will conduct the following tasks, which are detailed below:

1. Scoping Coordination Meeting with TxDOT Pharr District (PHR) and TxDOT Environmental Affairs Division (ENV). [performed under Work Authorization (WA) 9]
2. Project Team Kickoff Meeting (HCRMA, Pulice, HDR, B&A) [performed under WA 9]
3. Coordination for PS&E Design
4. Preparation of Environmental Support Documentation
5. Preparation of Re-evaluation Form
6. Project Management and Administration

Task 3: Coordination for PS&E Design

B&A will coordinate with Pulice, HDR and HCRMA regarding the preparation of Plans, Specifications & Estimates for the proposed design modifications. Generally, TxDOT begins the environmental process at 60% design, as earlier designs may result in changes that require modified environmental documentation support and coordination. The 60% design will be used to support environmental support documentation and the re-evaluation form, and any regulatory permit changes (if necessary).

B&A will conduct up to six (6) coordination meetings with HCRMA, HDR and Pulice in joint meetings to discuss the status of the design development. B&A will review a 15%, 30% and 60% design as part of this coordination process at to assist in the development of the design and advise the project team of potential modifications in the design that could avoid, minimize and/or reduce potential adverse impacts to the human, natural and physical environments. These coordination meetings and design reviews will occur prior to the preparation of environmental support documentation, if applicable.

Task 3 Assumptions:

1. No more than 6 joint coordination meetings will be conducted. The meetings will be conducted in a virtual format, likely through Microsoft Teams, which B&A will facilitate and host. If additional meetings or non-joint meetings are needed, additional meetings can be conducted at additional cost.
2. All design information provided by Pulice or HCRMA will be in .dgn, pdf, GIS .shp and kmz/l formats, or a mutually agreeable format prior to starting this task. The .dgn information provided should be presented in such a way that reduces details; i.e. in a simple and readable format for NEPA purposes.
3. B&A will not recreate the PS&E design drawings to present a simple, readable format for TxDOT environmental review. If this is needed, B&A can accomplish this at additional cost.
4. The revised PS&E design will include current policies and guidelines for Bicycle and Pedestrian Accommodations and facilities.

Task 4: Preparation of Environmental Support Documentation for Reevaluation (Prompted by VECPs)

B&A anticipates the following environmental support documents will be required for the re-evaluation effort. These environmental support documents are needed due to the proposed design change, passage of time since the EA/FONSI (greater than 3 years without construction), changes in the affected environment (e.g. land use changes) and potentially new information (e.g. updates to threatened and endangered species lists, new rule and policy updates). If the Scoping Coordination Meeting determines that additional documents are required, those can be done at additional cost. The following are resource Tech Reports that are included in this scope:

- Air Quality
- Biological Resources
- Community Impacts Analysis
- Noise
- Public Involvement

Task 4.1 Air Quality

B&A shall prepare a qualitative air quality analysis in accordance with the current version of the State's Air Quality Handbook and Air Quality Toolkits. The air quality analysis will be a qualitative MSAT analysis technical report which evaluates whether the proposed design changes would have any changes in impacts to mobile source air toxics.

Deliverables: Draft Air Quality – MSAT Qualitative Technical Report

Final Air Quality – MSAT Qualitative Technical Report

Assumptions:

- Traffic volumes (Annual Average Daily Traffic – AADT) do not exceed 140,000 vehicles per day.
- A transportation conformity consistency analysis, carbon monoxide traffic air quality analysis (CO TAQA), construction emissions, Congestion Management Process, quantitative MSAT analysis, Greenhouse Gas, and hot-spot analyses will not be required.
- Air quality within the project limits are within attainment for ozone, nitrous oxide, carbon monoxide or particulate matter and will not change during the re-evaluation process.

Task 4.3 Biological Resources

B&A shall prepare the State's Species Analysis Form, Species Analysis Spreadsheet, and Documentation of Texas Parks and Wildlife Department (TPWD) Best Management Practices (BMP) Form to document the proposed design changes, in addition to, the length of time that has occurred from when the EA/FONSI was approved in 2017. In preparing these documents, B&A will obtain updated TPWD Natural Diversity Data, as well as US Fish and Wildlife Service iPAC species list for the project area. B&A biologists will

perform habitat assessments within the project limits to verify any changes in vegetation communities since 2017, as well as vegetation characteristics within the design change areas.

B&A will identify any species protected by the Migratory Bird Treaty Act and the Bald and Golden Eagle Act and determine whether the project impacts these species, including the design changes proposed.

B&A will perform a habitat impact analysis when modification of a stream channel is included as part of the Transportation Activity where the streambed is being relocated, straightened, altered (deepened or widened), or cleaned as a part of road or bridge construction or as an easement involving drainage improvements. B&A shall identify water body modifications and impacts to wildlife subject to the Fish and Wildlife Coordination Act.

B&A shall determine farmland impacts in accord with the Farmland Protection Policy Act (FPPA) (7 USC 4201 et. seq.) and the Ecological Resources Handbook (TxDOT Environmental Online Toolkit) guidance on addressing FPPA, which includes determining whether the project is exempt or completion of form AD 1006 or CPA 106 as appropriate. This analysis will be of the entire project corridor in addition to the proposed design changes, in the advent that the soil survey and identified of prime or unique farmland soils changed from the date of the EA/FONSI.

Deliverables: Draft Species Analysis Form, Species Analysis Spreadsheet, and Documentation of TPWD BMPs

Final Species Analysis Form, Species Analysis Spreadsheet, and Documentation of TPWD BMPs

Assumptions:

- Essential Fish Habitat (EFH) analysis is not required for the project.
- Coastal Barrier Resources Act and Marine Mammals Protection Act analysis is not required for the project.
- Informal and/or formal consultation with the USFWS is not included in this scope of work. If these services are needed, these can be accomplished under a supplemental scope of work and fee.

Task 4.4 Community Impact Analysis

Based on the design changes in VECPs 5 and 7, land use changes and time from when the EA/FONSI was issued, a community impacts analysis is warranted. VECP 5 optimizes ramp designs which would result in the elimination of auxiliary lanes which may have an effect on access and travel times within the project area. VECP 7 includes a roundabout and eliminates access to South I-Road and Thomas Road, which may affect access and travel times within the project area.

Community Impacts includes land use, environmental justice, limited English proficiency, and other issues

as addressed in TxDOT Environmental guidance. The Engineer shall perform Community Impact Assessments including relocations and Environmental Justice analysis (in accordance with Executive Order 12898) and Limited English Proficiency analysis (in accordance with Executive Order 13166). B&A will:

- Compile analysis to meet requirements of TA 6640.8A. Analysis must conform to applicable current State and FHWA guidance.
- Process for Community Impact Assessment should follow guidance provided in State's Community Impacts Assessment Toolkit.
- Utilize the methodology for assessing Environmental Justice (EJ) impacts of toll roads for determining if any EJ communities would be adversely affected by the design changes, as well as how changes in demographics from 2010 to 2020 Census may or may not change demographics/EJ communities with the community study area.

B&A shall prepare a Community Impacts Assessment (CIA) Technical Report Form and fill out the form completely, per the following sections:

- Community Study Area
- Demographics
- Site Visit
- Public Involvement
- Displacements, including research available properties for displaced residential (comparative replacement dwellings) and commercial structures
- Access and Travel Patterns
- Community Cohesion
- Environmental Justice
- Limited English Proficiency
- The CIA will also include referenced figures, photograph log, and impact tables

Deliverables: Draft Community Impacts Assessment Reevaluation Memo & Attachments

Final Community Impacts Assessment Reevaluation Memo & Attachments

Task 4.8 Noise Analysis

The proposed design changes for VECP 05 and VECP 07 include horizontal and/or potential vertical alignment changes that require an updated noise analysis to be performed throughout the corridor. B&A will perform a traffic noise analysis in accordance with the current version of the State's (FHWA approved) "Guidelines for Analysis and Abatement of Roadway Traffic Noise" The current version of the guidance is located on the State's Traffic Noise Toolkit. B&A will conduct a site visit, identify adjacent, land use development and photo document representative receivers that might be impacted by highway traffic noise

and may benefit from feasible and reasonable noise abatement. B&A will determine existing and predicted noise levels for representative receivers, as follows:

- For transportation activities on new location, take field measurements of existing noise levels. Field measurements must be accomplished with sound meters that meet or exceed American National Standards Institute (ANSI) S1.4-1983, Type 2.
- For transportation activities not on new location, perform computer modeling of existing noise levels and predicted (future) noise levels.
- Computer modeling must be accomplished with the latest FHWA approved Traffic Noise Model (TNM) software program which must be purchased at the expense of the Engineer's Technical Expert from the software distributor.

Deliverables: Draft Reevaluation Memo for Traffic Noise Technical Report

Final Reevaluation Memo for Traffic Noise Technical Report

Assumptions:

- Traffic data will be provided by others and in a format that is approved by TxDOT for use in the traffic noise study. This is typically traffic data approved by TxDOT's TP&P Division and includes existing (design year) and predicted (20 years from existing year) traffic, K-factor and design hourly volumes, vehicle mix and speed limits. Design information such as existing roadway, proposed roadway, and line (stick) diagrams for traffic movements (directional distribution) are typically provided by the engineer and will be required in several areas where design modifications are proposed. The traffic noise analysis cannot be performed without approved traffic data outlined above.
- Noise abatement (noise barriers) are not anticipated to be reasonable/feasible for the updated traffic analysis. If it is determined noise barriers are required, noise workshop(s) are not included in this scope of work and budget but can be accomplished under a supplemental work authorization and additional fee.

Task 4.11 Public Involvement

The proposed design changes will result in potential changes in access and travel patterns within the project vicinity for VECP 05 and VECP 07. In addition,

For any additional changes that may occur through the PS&E process, B&A will prepare a Notice and Opportunity to Comment (NOC) (up to 10) to satisfy public involvement requirements under Transportation Code § 203.022(b). The NOC will be provided to owners of real property for those areas affected by the design changes, owners of real property adjacent to the project and affected local governments and public officials. The following tasks will be accomplished as part of the NOC process:

- B&A will prepare the notice describing the proposed project and changes. This will also include a project vicinity map showing the proposed project limits.

- The notice will be prepared in English and Spanish
- B&A will, upon approval from HCRMA and TxDOT, mail the notices B&A can also email and/or mail notices to the local government and public officials.
- B&A will gather any comments received during the 15-day comment period and provide summary documentation in accordance with the TxDOT Public Involvement toolkit.
- B&A will coordinate with HCRMA, HDR, Pulice and TxDOT on responding to any comments received in a comment response matrix that is included in the summary documentation.

Deliverables: Draft Notice and Opportunity to Comment Summary Documentation

Final Notice and Opportunity to Comment Summary Documentation

Task 5: Preparation of Re-evaluation Form

B&A shall prepare a Re-evaluation Form (up to 5) for the proposed improvements. The Form will summarize the environmental documentation performed for the design changes described herein. The re-evaluation and form will be prepared pursuant to the guidelines and templates outlined in the TxDOT environmental toolkits.

Deliverables: Draft Re-Evaluation Form

Final Re-Evaluation Form

Task 6: Project Management and Administration

B&A will prepare monthly progress reports and invoices during the contract period. B&A shall prepare, distribute, and field both written and electronic correspondence, as well as prepare and distribute meeting notes. All phone calls and conference calls will be coordinated, as appropriate, by B&A and documentation will be prepared accordingly. B&A will manage and coordinate with the project team.

B&A assumes that monthly project coordination meetings will be conducted for the life of the contract, not exceeding 24 meetings.

Additional Assumptions:

- The project contract duration will not exceed 24 months from Notice to Proceed.
- Monthly progress meetings and technical discipline meetings will not exceed 2 hours in length, each.
- B&A anticipates up to 5 meetings to discuss with HCRMA, HDR and/or Pulice to cover draft and final deliverable reviews.
- Funding for the project will involve federal funds. If funding is solely state and local funding, then the scope of work and fee described above may change.
- Right of Entry (ROE) will be provided and coordinated by HCRMA.

- All electronic design information shall be in a mutually agreed format.
- The evaluation of Project Specific Locations (PSLs), NEPA clearance and environmental regulatory and resource agency coordination is not included in this scope of work and fee. If these services are desired once the PSLs have been identified, they can be accomplished under a supplemental scope of work and fee.
- Since the 60% design has not been provided, if there are any changes in the design, including proposed ROW, new drainage and/or Temporary Construction Easements, additional investigation of these areas may require additional scope of work and fee.
- Data entry and coordination activities within TxDOT's Environmental Compliance Oversight System (ECOS) will be accomplished by TxDOT. B&A can accomplish this task upon being granted access by TxDOT and for additional fee.
- A Project Description Memorandum will not be required.
- No changes to the design that affect NEPA documentation and/or USACE Section 404 permitting will occur after the 60% design.
- All meetings will be conducted in a virtual format, Microsoft Teams being the preferred teleconferencing media, unless otherwise directed by HCRMA.
- Five re-evaluation packages (if determined necessary) will be performed. If it is determined that additional re-evaluations may be required due to the proposed design changes, those can be accomplished at additional cost.
- A geological assessment and karst survey is not required.
- Site investigations will be performed without the presence of law enforcement, including Department of Homeland Security (DHS – Immigration and Customs Enforcement) personnel.

SUPPLEMENTAL EXHIBIT C
WORK SCHEDULE

Supplemental Tasks 3 - 6 will be initiated upon completion of Tasks 1 & 2 (scoping meeting with ENV) and are anticipated to wrap up in waves. Completion of checklists / tech reports is expected to be expeditious and contingent upon TxDOT ENV review / approval of each submittal.

Supplemental Work Authorization 1 to Work Authorization 9
Supplemental Exhibit D. HCRMA 365 Toll Re-Evaluation Budget Estimate

TASKS DESCRIPTION	Project Manager	Sr Env Planner	Env Planner I/II	Senior Env Specialist (includes QA)	Env Specialist	Biologist	Senior Field Tech	Senior Arch	Arch I/II	Senior Historian	Historian	Senior GIS	GIS	Admin Assistant	Total Labor Hrs.	Task Hours
1. & 2. Performed under Work Authorization 9.																
3. Coordination for PS&E Design	**40**	**64**	**0**	**24**	**0**	**10**	**0**	**10**	**0**	**10**	**0**	**6**	**12**	**4**	**180**	**180**
Coordinate between Pulice, HDR & HCRMA	16	24		16		2		2		2					62	
Review of 30%, 60% and 90% PS&E Design	24	40		8		8		8		8		6	12	4	118	
4. Preparation of Environmental Support Documentation	**26**	**116**	**132**	**70**	**188**	**56**	**90**	**0**	**0**	**0**	**0**	**36**	**166**	**44**	**924**	**924**
4.1 Air Quality MSAT																66
Draft Air Quality MSAT Technical Report	2	12		8	24									8	54	
Final Air Quality MSAT Technical Report	2	2		2	4									2	12	
4.3 Biological Resources (Reassess Entire Project per current standards and T&E Lists) (Only habitat surveys, no species surveys)																222
Draft Endangered Species Analysis Form, Spreadsheet & TPWD BMP Form	2	12		8		52	80					4	24	4	186	
Final Endangered Species Analysis Form, Spreadsheet & TPWD BMP Form	2	6		2		4	10					2	8	2	36	
4.4 Community Impact Analysis (1 for VECP 5 and 1 for VECP 7)																168
Draft Community Impacts Assessment Technical Report & Attachments	2	24	84	4								4	16	4	138	
Final Community Impacts Assessment Technical Report & Attachments	2	4	16	2									4	2	30	
4.8 Noise Analysis (Assumes 1 Noise Field Effort Combined for 2 VECP 5 and VECP 7) (Assumes VECP 5 and 7 in 1 Reeval Package)																372
Draft Noise Validation Model and Methodology	2	20		4	16							2	4	2	50	
Final Noise Validation Model and Methodology	2	4		2	8								2	2	20	
Draft Traffic Noise Technical Report	4	16		32	120							16	72	4	264	
Final Traffic Noise Technical Report	2	4		4	16							2	8	2	38	
4.11 Public Involvement (Assumes up to 10 additional NOCs per future changes - i.e. Reeval 4&5)																96
Draft NOC Summary Documentation	2	8	24									4	12	10	60	
Final NOC Summary Documentation	2	4	8	2								2	16	2	36	
5. Preparation of Re-Evaluation Form	**6**	**42**	**72**	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**10**	**62**	**6**	**210**	**210**
Draft Re-Evaluation Form (Assumes up to 5)	4	32	60	8								10	60	4	178	
Final Re-Evaluation Form (Assumes up to 5)	2	10	12	4									2	2	32	
6. Projetct Management & Administration	**96**	**0**	**0**	**48**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**48**	**192**	**192**
Monthly progress reports/invoices (24)	48													48	96	
Monthly coordination meetings (24)	48			48											96	
HOURS SUB-TOTALS	168	222	204	154	188	66	90	10	0	10	0	52	240	102	1506	
CONTRACT RATE PER HOUR	**$170.27**	**$148.53**	**$106.09**	**$170.27**	**$95.48**	**$106.09**	**$95.48**	**$116.70**	**$84.87**	**$127.31**	**$95.48**	**$127.31**	**$100.79**	**$79.57**		
TOTAL LABOR COSTS	$28,605.36	$32,973.66	$21,642.36	$26,221.58	$17,950.24	$7,001.94	$8,593.20	$1,167.00	$0.00	$1,273.10	$0.00	$6,620.12	$24,189.60	$8,116.14	**$184,354.30**	
ODCS																
Total ODCs															**$12,900.60**	
GRAND TOTAL															**$197,254.90**	

Fee Schedule/Budget

Hidalgo County Regional Mobility Authority (HCRMA)

365 TOLL Re-Evaluation Other Direct Costs

Subconsultant: Blanton & Associates, Inc.

OTHER DIRECT COSTS (ODCs)

	Rate	Unit	Amount	Total
Lodging / Hotel (GSA Day Rate)	$ 96.00	Each	34	$ 3,264.00
Lodging Tax (State, City, Local) (15%)	$ 14.40	Each	34	$ 489.60
Meals (GSA Day Rate)	$ 59.00	Each	34	$ 2,006.00
Rental Car	$ 90.00	Each		$ -
Air Travel	$ 525.00	Each		$ -
Parking	$ 14.00	Each	9	$ 126.00
Mileage	$ 0.585	Each	11,400	$ 6,669.00
Tolls	$ 4.00	Day	9	$ 36.00
Fuel for Rental Car	$ 25.00	Day		$ -
Photocopies B/W (8.5 X 11)	$ 0.10	Each		$ -
Photocopies B/W (11 X 17)	$ 0.20	Each		$ -
Photocopies Color (8.5 X 11)	$ 0.70	Each		$ -
Photocopies Color (11 X 17)	$ 1.25	Each		$ -
Plots (Color on Photographic Paper)	$ 4.00	Each		$ -
Color Graphics on Foam Board	$ 5.00	Each		$ -
Presentation Boards 30" X 40" Color Mounted	$ 100.00	Each		$ -
4" X 6" Digital Color Print	$ 0.30	Each		$ -
GPS	$ 50.00	Day		$ -
Hazardous Materials Data Search	$ 200.00	Mile		$ -
Mailings/Postage (NOCs)	$ 1.30	Each		$ -
Overnight Delivery Services	$ 20.00	Each		$ -
Field Supplies	$ 35.00	Trip	2	$ 70.00
Noise Meter	$ 120.00	Day	2	$ 240.00
TOTAL DIRECT EXPENSES				**$ 12,900.60**

ASSUMPTIONS:

Bio: 2 people @ 5 days each; 2 days travel/each + 3 days in field;

Noise Validation: 2 people @ 4 days each; 2 day travel back + 2 days in field

Community Impacts: 2 people @ 3 days each; 2 days travel + 1 days in field

In Person Coordination Meetings : 2 people @ 5 meetings each; 2 days travel + 1 days in field

Mileage: Assume 670 per trip (assume travel in teams vs. separate)

SUPPLEMENTAL ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: 02-E37-17-07 Assigned Goal: 12.2% Prime Provider Blanton & Associates, Inc.

Work Authorization (WA)#: 9 WA Amount: **$14,706.32** Date: 02/22/2022
Supplemental Work Authorization (SWA) #: 1 to WA #: 9 SWA Amount: $197,254.90
Revised WA Amount: $211,961.22

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
SUPPLEMENTAL ENV SUPPORT SERVICES	**$197,254.90**
	$0
Total Commitment Amount *(Including all additional pages.)*	**$0**

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

Provider Name: Blanton & Associates, Inc. **Address: 5 Lakeway Centre Court, Suite 200, Austin, TX 78734** **VID Number: 74-2845838** **PH: 512-264-1095 & FAX: 512-264-1531** **Email:** dblanton@blantonassociates.com	**Name:** Don Blanton ***(Please Print)*** **Title:** President **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**

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

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Item 3F

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3F**
PLANNING COMMITTEE		**DATE SUBMITTED**	**03/14/22**
FINANCE COMMITTEE		**MEETING DATE**	**03/22/22**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2022-21 – CONSIDERATION AND APPROVAL OF CONTRACT AMENDMENT NUMBER 9 TO THE PROFESSIONAL SERVICE AGREEMENT WITH BLANTON & ASSOCIATES, INC. TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 9 SUPPLEMENTAL NUMBER 1.**

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

   Consideration and Approval of Resolution 2022-21 for CA No. 9 for WA No. 9 Suppl. No. 1

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

4. Budgeted: X Yes ___No ___N/A

5. Staff Recommendation**: Motion to approve Resolution 2022-21 – Consideration and Approval of Contract Amendment Number 9 to the Professional Service Agreement with Blanton & Associates, Inc. to increase the maximum payable amount for Work Authorization Number 9 Supplemental Number 1, as presented.**

6. Program Manager's Recommendation: ___Approved ___Disapproved **X** None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Auditor's Recommendation: ___Approved ___Disapproved **X** None

10. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

11. Chief Development Engineer's Recommendation: **X** Approved ___Disapproved ___None

12. Chief Construction Engineer's Recommendation: ___Approved ___Disapproved **X** None

13. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

- ☐ CMT Services
- ☑ Environmental **Blanton & Associates, Inc.**
- ☐ Engineering
- ☐ Geo-Technical
- ☐ Surveying

CONTRACT AMENDMENT SUMMARY

RESOLUTION 2022-21

Original Contract Amount **$ 24,990**

Amendment # 9

Amount **$ 197,254.90**

Approved Amendments:

Resolution No.	Description	Amount
2017-58	Original Contract	$ 24,990.00
2018-06	Contract Amendment #1 for IBTC Env Svcs	$ 702,075.94
2019-07	Contract Amend #2 for NEPA/ReScope 365 Toll	$ 8,660.00
2019-39	Contract Amendment 3	$ 24,600.00
2020-08	Contract Amendment 4 Noise Report	$ 20,129.50
	Subtotal from Cont. Page	$ 612,376.13
	Contract Amount	**$ 1,392,831.57**
Proposed Amendment		
2022-21	Contract Amend. #9 - WA No. 9 Suppl. No. 1	**$ 197,254.90**

Goal and Options:

Approval of Contract Amendment 9 to the Professional Service Agreement with Blanton & Associates, Inc. to increase the maximum payable amount for Work Authorization Number 9 Supplemental Number 1.

Staff is recommending approval of this request in the amount of $ 197,254.90
for a Revised Maximum Payable Amount of $ 1,590,086.47

E. Davila, Develop Eng

Requested by:

Approved Amendments Cont... **Resolution No.** 2022-21

Resolution No.	Description	Amount
2020-11	Contract Amendment 5	$ 131,398.00
2020-30	Contract Amendment 6	$ 66,168.15
2021-50	Contract Amendment #7 Environmental Svc	$ 400,103.66
2021-10	Contract Amendment #8 - WA No. 9	$ 14,706.32

Subtotal $ 612,376.13

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-21

APPROVAL OF CONTRACT AMENDMENT NUMBER 9 TO THE PROFESSIONAL SERVICE AGREEMENT WITH BLANTON & ASSOCIATES, INC. TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 9 SUPPLEMENTAL NUMBER 1

THIS RESOLUTION is adopted this 22nd day of March 2022 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, including the International Bridge Trade Connector project (the "IBTC");

WHEREAS, the Authority initially approved the retention of Blanton & Associates, Inc. through Resolution 2010-79 to provide professional services, including oversight of the IBTC local environmental assessment process and review of the recommendation as prepared by Atkins (formerly PBS&J) (the "Initial Agreement");

WHEREAS, under the scope of services provided to the Authority through the Initial Agreement, Blanton & Associates, Inc. demonstrated a unique and thorough understanding of the Authority's projects and related environmental issues;

WHEREAS, based on Blanton & Associates demonstrated knowledge and unique qualifications, and to ensure that the Authority did not experience any gap in critical environmental services, the Authority approved Resolutions 2017-71 and 2017-72 retaining Blanton & Associates to provide additional professional environmental services, including support for the federal environmental classification for the IBTC project, to the Authority immediately following the termination of the program manager agreement;

WHEREAS, the Board now (i) found it necessary and desirable to finalize the federal environmental classification of the IBTC project; (ii) finds that Blanton & Associates has demonstrated its qualifications in environmental work; (iii) finds that Blanton & Associates has a unique understanding of and history with the project, creating efficiencies and expertise that would be difficult to replace; and (iv) desires to expand Blanton & Associates, Inc. professional environmental services as described in Work Authorization #2, to finalize the federal environmental classification for the IBTC project;

WHEREAS, the Authority approved Resolution 2018-05 – Approval of Work Authorization 2 to the Professional Services Agreement with Blanton & Associates, Inc. to provide environmental clearance support for the IBTC Project in amount not to exceed $702,075.94; and

WHEREAS, the Authority approved Resolution 2018-06 – Approval of Contract Amendment 1 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount to $727,065.94 due to additional scope outlined in Work Authorization No. 2 in the amount of $702,075.94.; and

WHEREAS, the Authority approved Resolution 2019-06 – Approval of Work Authorization 3 to the Professional Services Agreement with Blanton & Associates, Inc. for NEPA re-evaluation checklist support for the 365 Toll/ I-Road Interchange redesign in the amount of $8,660.00; and

WHEREAS, the Authority approved Resolution 2019-07 Contract Amendment Number 2 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by $8,660.00 due new scope in Work Authorization Number 3 to a not-to-exceed amount of $735,725.94; and

WHEREAS, the Authority approved Resolution 2019-38 Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for additional biological evaluation support for the International Bridge Trade Corridor Project environmental clearance in the amount of $24,600.00; and

WHEREAS, the Authority approved Resolution 2019-39 Contract Amendment Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by $24,600.00 for Work Authorization Number 4; and

WHEREAS, the Authority approved Resolution 2020-07 Work Authorization Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to provide updated Noise Report for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-08 Contract Amendment Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by $20,129.50 for Work Authorization Number 5; and

WHEREAS, the Authority approved Resolution 2020-10 Work Authorization Number 6 to the Professional Services Agreement with Blanton & Associates, Inc. to provide Archaeological Mitigation Plans for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-11 Contract Amendment Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by $131,398.00 for Work Authorization Number 6; and

WHEREAS, the Authority approved Resolution 2020-15 Supplemental No. 1 to Work Authorization Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. for a no-cost time extension for Environmental Services for the 365 Tollway Project; and

WHEREAS, the Authority approved Resolution 2020-16 Supplemental No. 1 to Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for a no cost time extension for Environmental Services for the IBTC Project; and

WHEREAS, on October 27, 2020, the Authority approved Resolution 2020-29 Work Authorization Number 7 to the Professional Service Agreement with Blanton & Associates, Inc. to provide Wetland Mitigation Support for the 365 Tollway Construction Permitting in the amount of $66,168.15; and

WHEREAS, on October 27, 2020, the Authority approved Resolution 2020-30 Contract Amendment No. 6 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by $66,168.15 for due Work Authorization No. 7; and

WHEREAS, on December 20, 2021, the Authority approved Resolution 2021-49 Work Authorization Number 8 to the Professional Service Agreement with Blanton & Associates, Inc. for environmental services for development of site soils and planting strategies (including monitoring) for the 365 Tollway Wetland Mitigation site in the amount of $400,103.66; and

WHEREAS, on December 20, 2021, the Authority approved Resolution 2021-50 Contract Amendment No. 7 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount from $978,021.59 to $1,378,125.25 for a total increase of $400,103.66 for Work Authorization No. 8; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-09 – Consideration and Approval of Work Authorization 9 with Blanton & Associates, Inc. for environmental services for conducting an Environmental Assessment Re-evaluation Scoping Meeting for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of $14,706.32; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-10 Contract Amendment No. 8 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount from $1,378,125.25 to 1,392,831.57 for a total increase of $14,706.32 for Work Authorization No. 9; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-20 – Consideration and Approval of Work Authorization Number 9 Supplemental Number 1 with Blanton & Associates, Inc. for conducting Environmental Assessment Re-evaluations for the updated design initiated under the 365 Tollway Value Engineering Change Proposals in the amount of $197,254.90; and

WHEREAS, the Authority finds it necessary to approve Resolution 2022-21 Contract Amendment No. 9 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount from $1,392,831.57 to $1,590,086.47 for a total increase of $197,254.90 for Work Authorization No. 9 Supplemental Number 1.

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

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

Section 2. The Board hereby approves Contract Amendment No. 9 to the Professional Service Agreement with Blanton & Associates, Inc. to increase the maximum payable amount from $1,392,831.57 to $1,590,086.47 for a total increase of $197,254.90 for Work Authorization No. 9 Supplemental Number 1 hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Contract Amendment 9 to the Professional Services Agreement for the 365 Tollway Project hereby 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 22nd day of March 2022, at which meeting a quorum was present.

_____

S. David Deanda, Jr., Chairman

_____

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Contract Amendment No. 9

to the Professional Services Agreement with

Blanton & Associates, Inc. to Increase Maximum Payable Amount for

Work Authorization No. 9 Suppl. No. 1 for the

365 Tollway Project

SUPPLEMENTAL AGREEMENT NO. 9

TO PROFESSIONAL SERVICES
AGREEMENT FOR ENVIRONMENTAL SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 9 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Engineering Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Blanton & Associates, Inc. (the Consultant).

The following terms and conditions of the Agreement are hereby amended as follows:

Article III Compensation
Article III Compensation shall be amended to increase the maximum amount payable under this contract from $1,392,831.57 to $1,590,086.47 for a total increase of $197,254.90 for Work Authorization No. 9 Supplemental Number 1 for Environmental Re-evaluation Support for the 365 Tollway Project.

This Supplemental Agreement No. 9 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

AUTHORITY	**CONSULTANT**
By: _____	**By:** _____
Name: Pilar Rodriguez	**Name:** Don Blanton
Title: Executive Director	**Title:** President
Hidalgo County Regional Mobility Authority	**Blanton & Associates, Inc.**
Date: _____	**Date:** _____

Item 3G

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3G**
PLANNING COMMITTEE		**DATE SUBMITTED**	**03/14/2022**
FINANCE COMMITTEE		**MEETING DATE**	**03/22/2022**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2022-22 – CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NUMBER 8 WITH HDR ENGINEERING, INC. FOR GENERAL ENGINEERING SERVICES FOR CONSTRUCTION MANAGEMENT OF THE 365 TOLLWAY.**

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

   Consideration and Approval of WA 8 to PSA with HDR Engineering, Inc. to provide design review support for the 365 Tollway Project.

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

4. Budgeted: X Yes ___No ___N/A

5. Staff Recommendation**: Motion to approve Resolution 2022-22 – Consideration and Approval of Work Authorization Number 8 with HDR Engineering, Inc. for general engineering services for construction management of the 365 Tollway, as presented.**

6. Program Manager's Recommendation: ___Approved ___Disapproved **X** None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Auditor's Recommendation: ___Approved ___Disapproved **X** None

10. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

11. Chief Development Engineer's Recommendation: **X** Approved ___Disapproved ___None

12. Chief Construction Engineer's Recommendation: ___Approved ___Disapproved **X** None

13. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

- ☐ CMT Services
- ☐ Environmental
- ☑ Engineering **HDR Engineering, Inc.**
- ☐ Geo-Technical
- ☐ Surveying

WORK AUTHORIZATION SUMMARY

RESOLUTION 2022-22

Work Authorization # **8** Supplemental # _____

Amount **$ 1,244,594.55**

Approved Work Authorizations:

Resolution No.	Description	Amount
2020-32	WA No. 1-Amended & Restated	$ 301,579.58
2020-33	WA No. 2-Construction Contract Letting Support	$ 125,723.03
2020-35	SA 1 to WA No. 2-Construction Contract Letting	$ 93,284.63
2020-36	WA No. 3-365 Toll Integration Contract Letting	$ 299,785.36
2021-21	WA 4 IBTC Final Schematic Environmental	$ 197,746.02
	Subtotal from Cont. Page	$ 509,439.65
	Total Approved WA	**$ 1,527,558.27**

Proposed Work Authorization and/or Supplemental

2022-22	WA No. 8 Constr. Mgt. Support 365 Tollway	**$ 1,244,594.55**

Goal and Options:

Approval for the construction management support for the 365 Tollway project.

Staff is recommending approval of this request in the amount of $ 1,244,594.55
Proposed total approved WA and/or Supplementals $ 2,772,152.82

E. Davila, Develop Eng
Requested By:

Work Authorizations Cont... **Resolution No.** 2022-22

Resolution No.	Description	Amount
2021-51	WA 5 Support Wetland Mitigation Site	$ 310,039.40
2021-74	WA No. 6 - 365 Toll VE -Change Proposal	$ 79,429.57
2022-02	WA No. 1 Supplemental 1 No Cost Time Ext.	$ 0.00
2022-03	WA No. 2 Supplemental 2 No Cost Time Ext.	$ 0.00
2022-04	WA No. 3 Supplemental 1 No Cost Time Ext.	$ 0.00
2022-11	WA No. 7 365 Toll VECP Design QA	$ 119,970.68
	WA No.	
	WA No.	
	WA No.	

Subtotal $ 509,439.65

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-22

APPROVAL OF WORK AUTHORIZATION NUMBER 8 WITH HDR ENGINEERING, INC. FOR GENERAL ENGINEERING SERVICES FOR CONSTRUCTION MANAGEMENT OF THE 365 TOLLWAY

THIS RESOLUTION is adopted this 22nd day of March 2022, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of $488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. Project Management for the 365 Tollway Project in the amount of $171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of $301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of $299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from $488,657.91 to $820,372.60 for a total increase of $331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of $197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from $820,372.60 to $1,018,118.62 for a total increase of $197,746.02 for Work Authorization No. 4; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of $310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Consideration and Approval of Work Authorization 6 with HDR Engineering, Inc. for

engineering support for review of the 365 Tollway Value Engineering Change Proposals in the amount of $79,429.57; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HDR to increase the maximum payable amount from $1,018,118.62 to $1,407,587.59 for a total increase of $389,468.97 for Work Authorization No. 5 & Work Authorization No. 6; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-02 Consideration and Approval of Work Authorization 1 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-03 Consideration and Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the authority approved Resolution 2022-04 Consideration and Approval of Work Authorization 3 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-11 - Consideration and Approval of Work Authorization 7 with HDR Engineering, Inc. for engineering services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of $119,970.68; and

WHEREAS, the Authority finds it necessary to approve Resolution 2022-22 – Consideration and Approval of Work Authorization Number 8 with HDR Engineering, Inc. for general engineering services for construction management of the 365 Tollway in the amount of $1,244,594.55.

****

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

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

Section 2. The Board hereby approves Work Authorization Number 8 with HDR Engineering, Inc. for general engineering services for construction management of the 365 Tollway in the amount of $1,244,594.55, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization 8 to the Professional Services Agreement for Program Management Support.

*****

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 22nd day of March 2022, at which meeting a quorum was present.

_____

S. David Deanda, Jr., Chairman

_____

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION 8
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

ATTACHMENT D-1

WORK AUTHORIZATION NO. 8
AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for General Engineering Consulting Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and HDR Engineering Inc. (the GEC).

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

PART II. The maximum amount payable under this Work Authorization is $1,244,594.55 and the method of payment is Specified Rate Basis as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

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

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on January 31, 2026 unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under "Article V of that certain Professional Services Agreement for General Engineering Consulting Services.

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

THE GEC	THE AUTHORITY
_____	_____
(Signature)	(Signature)
David C. Weston	Pilar Rodriguez, P.E
(Printed Name)	(Printed Name)
Gulf Coast Area Manager	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS
Exhibit A Services to be provided by the Authority
Exhibit B Services to be provided by the GEC
Exhibit C Work Schedule
Exhibit D Fee Schedule/Budget
Exhibit H-2 Sub provider Monitoring System Commitment Agreement

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

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

1. Authorization to begin work.
2. Timely payment for work performed by the **Engineer** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project.
5. Review and approve the **Engineer**'s progress schedule with milestone activities and/or deliverables identified.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

1. **General**
   The purpose of this work authorization is for the GEC to assist the Hidalgo County Regional Mobility Authority (HCRMA)(hereinafter referred to as the "Authority") with construction phase tasks for the 365 Toll project (hereinafter referred to as the "Project"). An outline for the task categories to provide these services is as follows:

   2. Project Management / Administration
   3. Authority Construction Phase Tasks – defined as tasks led and championed by the Authority in which the GEC serves as a partner who reviews and provides feedback on Authority composed documents.
   4. GEC Construction Phase Tasks – defined as tasks led and championed by the GEC in which the Authority, as a partner, reviews and provides feedback on GEC composed documents.

2. **Project Management / Administration**
   The GEC will conduct and monitor the following project management and administrative tasks for the active work authorizations with the Authority.

   a. Provide monthly progress reports, invoice, and finance monitoring
   b. Develop, monitor, and update work authorization schedule(s)
   c. Contractual document control
   d. General support to the Authority for managing their program that includes recommendations, advisory tasks, participation in Authority meetings, participation in Agency meetings that are not detailed under clearly defined work authorization tasks.

3. **Authority Construction Phase Tasks**
   The Authority is providing the core staff for construction record keeping, reporting, and field inspection of the Project. The Authority will notify the GEC in advance when GEC staff is required to support record keeping, reporting, and field inspection. The Authority will lead the following construction phase tasks:

   a. Construction Manager / Management
   b. Construction staffing / logistics
   c. Record keeping (LGP reporting, DBE documentation, payment progress, quantity tracking)
   d. Safety or technical training
   e. Material testing management / QAP documentation – Coordination and management with material testing firms

f. Construction progress meetings – weekly
g. Contractor Requests for Information (RFI)
h. Daily Work Report Diary
i. Daily summary of contractor work items performed
j. Monthly summary of contractor work items performed
k. Day / nighttime barricade inspections and reporting
l. Material on hand monitoring / documentation
m. Contractor weekly payrolls / Contractor labor audits
n. Agency updates / reporting (USACE, TCEQ, IBWC)
o. Stakeholder updates / coordination (TxDOT, Municipalities, County, Drainage Districts, Irrigation Districts)
p. Monthly Pay Estimates / Finance Summary – GEC will review and provide feedback including recommendations for drawdown requests.
q. Monthly LGP Submittal / Checklist – GEC to review
r. Review Contractor's annual report
s. Annual inspection reports for bond holders
t. Authority Board construction progress presentations
u. Contractor claims
v. Contractor Change Orders
w. Utility Coordination
x. Permitting/ROW

The GEC is estimating a level of effort for providing on-call services for the above tasks which can be found in Exhibit D of this work authorization.

4. GEC Construction Phase Tasks

The GEC will lead the following construction phase tasks:

a. Review Contractor submittals
b. Obtain National Bridge Inventory (NBI) numbers for Project bridges
c. Quarterly construction reports for bond holders
d. Monthly as-built tracking / updates / final as-builts
e. Monthly review of Contractor's construction schedule
f. Set Survey Control - The GEC will review the plans for SH 365 in review of the benchmarks for the projects. The existing benchmarks will be verified and the benchmarks that were not previously established will be set following HCRMA guidelines. The GEC will establish all new benchmarks using the Trimble RTK Network. The elevations will be verified with a level loop between existing monuments that are verified from the original project. The horizontal and vertical control sheets will be updated. The Contractor retains responsibility for verifying the accurateness of the survey control for which they will base their construction lines, grades, and structures.
g. Attend weekly progress meetings

h. Storm water pollution prevention plan (SW3P) inspections and reporting (To be completed by Landhawk Consulting – see attached detailed scope Exhibit B-2)
i. Archeological monitoring and reporting of 7 sites within the project (To be completed by Landhawk Consulting- see attached detailed scope Exhibit B-1)

LANDHAWK CONSULTING

SCOPE OF WORK

Introduction

In 2015, Atkins developed a mitigation plan on behalf of the HCRMA based on the THC mandate to deposit at least 2 m of in-kind sterile fill dirt over the area encompassed by seven site boundaries within the APE as a form of mitigation for the adverse effects to the sites that would be caused by the construction of the 365 Tollway. The plan entitled "Mitigation Plan for 7 Sites Along the Proposed State Highway 365 Corridor Hidalgo County, Texas", hereby known as Mitigation Plan for Sites 41HG249 – 41HG255, documents the site locations and amount of in-kind fill proposed for each site (Table 1). A map of each site is also included but will not be attached to this scope to protect and preserve the locations from public disclosure.

The following Methodology, Archeological monitoring during mitigation and report of results are directly taken from Atkins' Mitigation Plan for Site 41HG249 – 41HG255.

Permitting, Pre & Post Construction Baseline Data Collection

The principal investigator (PI) for Landhawk will obtain a Texas Antiquities Permit from the Texas Historical Commission (THC) to conduct archaeological monitoring of the seven archaeological sites identified within the project area. The permit is also required prior to the collection of baseline data (soil samples) from the archaeological sites. A work of scope for the archaeological monitoring will be developed based on the Mitigation Plan for Sites 41HG249 – 41HG255.

The PI will coordinate with resources agencies, specifically the Texas Historical Commission and the archaeological division for TxDOT, to ensure that the monitoring plan is acceptable and the permit is submitted in a timely manner.

Once the Texas Antiquities Permit has been approved by the THC, soil samples from the seven archaeological sites will be collected by a geotechnical firm and sent to a lab for testing. The geotech firm and testing laboratory will be companies already approved by the Hidalgo County Regional Mobility Authority. Landhawk archaeologist will accompany the geotechnical firm to monitor the sampling operation and guide the geotechnical personnel to the appropriate archaeological sites and sampling locations. This pre-construction baseline data will be preserved and will be compared against post-construction soil samples. The date of post-construction sampling will be determined in conjunction with THC and TxDOT agencies, but it is believed it will be conducted after construction is completed on all seven archaeological sites. Analysis on the pre and post construction soil samples will be discussed in the final archaeological monitoring report.

Monitoring Methodology

Monitoring is proposed during placement of the in-kind fill. Since the proposed method of site capping is to use a minimum of 2 m (6.6 ft) of in-kind fill, revegetation is proposed as part of the stabilization plan to ensure land surface stability.

Archeological Monitoring During Mitigation

Archeological monitoring of the construction process associated with the intentional burial of each site will consist of a qualified archeologist observing hand removal of vegetation, the installation of a filter fabric that is chemically inert, the installation of a geogrid, and the deposition of in-kind fill by lightweight, tracked vehicles in such a manner as to minimize damage to the sites from grinding or compression. The archeologist shall work with the engineer and construction crew to ensure that the fill is culturally sterile and does not alter the chemical or hydrostatic character of the cultural deposit.

The archeologist will coordinate all field activities with appropriate personnel and any on-site construction foreman regarding scheduling and safety. If necessary, the monitoring archeologist will attend a preconstruction meeting to ensure full coordination prior to construction. The archeologist will comply with all applicable Occupational Safety and Health Administration safety regulations and wear a safety vest, hard hat, steel-toed boots, and safety glasses at all times.

Report of Results

Upon completion of the archeological monitoring, Landhawk will prepare a report of the investigations for review by the client and the appropriate agencies. The archeological report of the investigations will be in conformance with the Council of Texas Archeologists and THC standards. The report will include the results of the monitoring by documenting the methodology used for the mitigation plan and the resulting protective structure. Draft copies of the full report will be submitted to the HCRMA for review and comment. Once this has been accomplished, the draft report will be submitted to the THC for review. The THC has up to 30 days to review and comment on the report. Upon approval of the draft report, a final report will be produced. The requisite number of copies of the final report will be produced and submitted to the appropriate agencies and repositories.

Assumptions:

- The Client is responsible for obtaining unencumbered permission to enter private property for archaeological monitoring purposes.
- The Client will provide Landhawk all necessary project-related files and data, including shapefiles, prior to field surveys or initiating report preparation.
- Landhawk assumes that all deliverables will be provided electronically.

Estimated Cost and Task Breakdown:

Task 1. Archaeological Permitting, Pre & Post Construction Baseline Data Collection

The principal investigator (PI) for Landhawk will obtain a Texas Antiquities Permit from the Texas Historical Commission (THC) to conduct pre construction soil sampling and archaeological monitoring of the seven archaeological sites identified within the project area.

The PI will coordinate with resources agencies, develop a scope of work for the monitoring plan and submit the permit in a timely manner.

Once the Texas Antiquities Permit has been approved by the THC, soil samples from the seven archaeological sites will be collected by a geotechnical firm and sent to a lab for testing. Landhawk archaeologists will monitor and guide the geotechnical firm during the collection process.

Analysis on the pre and post construction soil samples will be discussed in the final archaeological monitoring report.

Task 2. Archaeological Monitoring During Site Mitigation

Archaeological monitoring of the seven (7) archaeological sites within the project area will be conducted by field archaeologists. The monitoring will be conducted daily, 5 days a week, 8 hours a day. It is estimated that mitigation on all seven archaeological sites will take 4 months or 16 weeks.

4 months or 16 weeks

Task 3.

Landhawk archaeologists will develop a final report of the monitoring conducted during the mitigation process. The final report will also include pre & post construction baseline data.

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Table 1. Sourced from Atkins' Mitigation Plan for Sites 41HG249 – 41HG255.

Table 11: Amount of In-kind Fill Proposed at Each Site and Mitigation Recommendations

Site Number	In-kind Capping Fill Required by the THC	In-kind Capping Fill Proposed	Percent of Site Area Covered with 2 m of Fill*	Mitigation Recommendation
41HG249	1.60 m (5.3 ft)	3.5 to 4 m (11.48 to 13.12 ft)	88	Cover with fill as proposed
41HG250	1.60 m (5.3 ft)	3.25 to 3.75 m (10.66 to 12.30 ft)	80	Cover with fill as proposed
41HG251	1.65 m (5.4 ft)	3 to 3.25 m (9.84 to 10.66 ft)	94	Cover with fill as proposed
41HG252	1.47 m (4.8 ft)	3.53 to 5.05 m (11.58 to 16.57 ft)	93	Cover with fill as proposed
41HG253	1.30 m (4.3 ft)	4 m (13.12 ft)	72	Cover with fill as proposed
41HG254	1.50 m (4.9 ft)	4.25 m (13.94 ft)	70	Cover with fill as proposed
41HG255	1.65 m (5.4 ft)	2 to 3.5 m (6.56 to 11.48 ft)	93	Cover with fill as proposed

Note:
*Estimated percent of site area covered with 2 m of fill within the APE

Key Staff Profiles

Mark Luzmoor, MA, RPA – Archaeological Team Lead/Project Manager

Current Position
Staff Archaeologist

Discipline Areas
- Phase I, II, and III Excavation
- Lithic Analysis
- Reporting and Documentation of Historic/Prehistoric Sites
- Staff Development
- Cultural Resource Identification
- Biological, Environmental, and Archaeological Construction Monitoring

Years' Experience
10

Joined Landhawk
March 2020

Education
- MS, Anthropology, University of Texas at San Antonio, 2013
- BS, History, University of Wyoming, 2009

Registrations
- Register of Professional Archaeologists (RPA)

Summary of Experience

Mr. Mark Luzmoor has professional archaeological and environmental experience and meets the Secretary of the Interior professional qualifications standards for archaeology. This includes a graduate degree in archaeology, at least one year of full-time professional experience, at least four months of supervised field and analytic experience in general North American archaeology and deomnstrated ability to carry research to completion. In addition to these minimum qualifications, a professional in prehistoric archaeolgy shall have at least one year of full-time professional experience at a supervisory level in the study of archaeologcial resources of the prehisoric period. His experience includes over 10 years working on various cultural resource management projects throughout Wyoming, Montana, Texas, Mississippi, Oklahoma, and Louisiana. Mr. Luzmoor is formally trained in environmental analysis and planning, with knowledge of National Environmental Policy Act (NEPA), and Section 106 of the National Historic Preservation Act (NHPA). His experience includes working with public and private sector clients, as well as regulatory agencies, service infrastructure, and residential and commercial redevelopment to provide cultural and general compliance support. His expertise includes formal training in field and laboratory methods, ceramic analysis, lithic analysis, quantitative and qualitative methods, field mapping, geographic information systems (GIS), and SPSS. He has completed additional curatorial training and is proficient in using data-entry applications and software for the purpose of accessing and curating archaeological data. Mr. Luzmoor is dedicated to completing quality work and is experienced in various levels of project development, including identifying effective strategies, managing tasks, collecting and analyzing data, coordinated personnel, and drafting reports. He has managed several teams during Phase I intensive pedestrian surveys and Phase II excavations and has also completed several background reviews based on the fieldwork.

Significant Projects

Southern California Edison Class IV Emergency Response – 2021/2022 Emergency Response to the Creek Fire, Sierra National Forest, Fresno County, California

Mr. Luzmoor assisted with the writing and preparation of the Cultural Resources Monitoring Report for the 2020 Creek Fire. This included completing DPRs for previously encountered as well as newly encountered sites and the preparation of graphs/figures for the final report. This project began in November, 2021 and continues to the present day.

Southern California Edison Class IV Emergency Response – 2021/2022 Emergency Response to the Castle Fire, Sierra National Forest, Fresno County, California

Mr. Luzmoor assisted with the writing and preparation of the Cultural Resources Monitoring Report for the 2020 Castle Fire. This included completing DPRs for previously encountered as well as newly encountered sites and the preparation of graphs/figures for the final report. This project began in November, 2021 and continues to the present day.

Archaeological Crew Lead – Phillips 66 WR-01 Replacement Project – Ponca City, Oklahoma

Mr. Luzmoor was the archaeological crew lead for a large gas pipeline project near Ponca City, Oklahoma, between March and August 2021. He served as the primary point of contact with the client, leading up to two other field crew members during a Phase I intensive pedestrian survey and subsequent backhoe trenching. He was responsible for marshalling staff, documenting newly discovered archaeological sites, and drafting several reports for the project in consultation with the principal investigator.

Archaeological Crew Chief – Bureau of Indian Affairs Tract Survey – Oklahoma City, Oklahoma

Mr. Luzmoor assisted in a Phase I intensive pedestrian survey of approximately 2,500 acres near Oklahoma City, Oklahoma in February 2021 for the Bureau of Indian Affairs (BIA). He served as the primary point

of contact with the client, leading five other field crew members. He was responsible for supervising staff and documenting newly discovered archaeological sites as well as a cemetery.

Archaeological Crew Chief – National Forest Service Tree Survey – Brandon, Mississippi

Mr. Luzmoor assisted in two separate projects near Brandon, Mississippi, in support of Phase I intensive pedestrian surveys of the Bienville National Forest. The first was between October 2018 and April 2019 and consisted of 3,000 acres. The second was between September and November 2019 and consisted of 2,500 acres.

Field Technician – National Forest Service Fire line Survey – Hattiesburg, Mississippi

Mr. Luzmoor assisted in Phase I dozer/fire line surveys in the Homochitto and Chickasawhay National Forests in Mississippi between May and July 2019.

Field Technician – Fort Polk, Louisiana Phase II Survey – Leesville, Louisiana

Mr. Luzmoor assisted in conducting Phase II excavations at Fort Polk, Louisiana, between August and October 2018. This work was completed at the request of the United States Army to document the resources within the boundaries of Fort Polk prior to any additional troop movements occurring.

Lithic Analyst – El Segundo Mine Lithic Analysis – Santa Fe, New Mexico

Mr. Luzmoor conducted numerous lithic analyses on a large assemblage from several archaeological sites on the El Segundo coal mine near Santa Fe, New Mexico, between October 2017 and May 2018. He also conducted several Minimum Analytical Nodule Analyses on this assemblage. Finally, he assisted in drafting parts of manuscripts for preliminary reports to be submitted to the client.

Previous Experience

Project Archaeologist – Raba Kistner Environmental, Inc. – San Antonio, Texas

Mr. Luzmoor was an integral part of dozens of different kinds of projects during his 3-year tenure at Raba Kistner. These ranged from Phase I pedestrian surveys to Phase III data collection projects. He acted as project archaeologist (PA) and was in charge of the project scope development, scheduling, day-to-day management of the archaeological crews in the field, data collection, project research, and report preparation under the guidance of the principal investigators. These projects were primarily located in San Antonio, but also extended throughout Texas including Houston, McAllen, Brownsville, Mission, Hidalgo, Dallas, Plano, and Sugar Land and into Oklahoma. As a PA, he was also in charge of all artifacts that were collected during fieldwork. This would include washing, categorizing, cataloging, and finally curating tens of hundreds of artifacts from each project. These projects, Mr. Luzmoor's role (PA/Field Technician [FT]), and what phase of work the project entailed include:

> June 2017. PA. Phase I. Fish-market/Canopy Hilton Re-development, San Antonio, TX.
> May 2017. PA. Phase II. Solo Serve Redevelopment Project, San Antonio, TX.*
> February 2017. PA. Phase II work for the uncovering of the San Pedro Acequia, San Antonio, TX.*
> February 2017. FT. Phase I, Poteet, TX.
> January 2017. PA. Phase II, Galm Rd., San Antonio, TX.*
> January 2017. PA. Phase I, Old Solo Serve Building, San Antonio, TX.*
> December 2016–July 2017. PA. Phase I. San Pedro Creek Improvements Project, San Antonio, TX.*
> December 2016–March 2017. PA. Phase II. Uncovering of the Acequia Madre del Alamo, San Antonio, TX.
> November 2016–July 2017. PA. Acequia Madre del Alamo Documentation, Henry B. Gonzalez Convention Center, San Antonio, TX.*
> October 2016. PA. Phase I, Oklahoma City, OK.
> October 2016. PA. Documentation of Historic Cisterns and Foundations, Hidalgo Courthouse, Hidalgo, TX.*

- August 2016. PA. Phase I. University of Texas-Rio Grande Valley Campus, Brownsville, TX.*
- July–August, 2016. FT. Phase III, Mission San Antonio de Valero, San Antonio, TX.
- June–July 2016. PA. Phase I, Alamodome, San Antonio, TX.*
- May 2016. PA. Phase II, Stegman Building, Documentation of a Historic Cistern, Brownsville, TX.
- May 2016. PA. Phase I, McAllen, TX.
- February 2016. PA. Phase I, University of Texas-Rio Grande Valley Campus, Brownsville, TX.*
- January 2016. PA. Phase II, Interstate 45, Houston, TX.*
- March 2015. FT. Phase III, Columbus Hall, San Antonio, TX.*
- May 2015–January 2016. PA. Phase I, KIPP San Antonio, San Antonio, TX.*
- May 2015. PA. Phase III, Erie Ave., Roadway Expansion, McAllen, TX.*
- March 2015. PA. Phases I & II, Festival Site, Sugar Land, TX.*
- January 2015. PA. Phase I & II, 115 Oakcrest, San Antonio, TX.*
- January 2015. FT. Phase II, Town Creek, Cibolo, TX.*
- December 2014. PA. Phase II. Go-Forth Road, Kyle, TX.*
- November 2014. PA. Phase II, SH 16, Helotes, TX.*
- August 20, 2014. PA. Phase II, McAllister Park, San Antonio, TX.*
- August 5–8, 2014. FT. Phase II, Sienna Plantation, Missouri City, TX.
- July 7–10, 2014. PA. Phase II, Plano, TX.*
- June 23, 2014–December 2016. FT and PA. Phase I. HEB Arsenal, San Antonio, TX.*
- June 12–16, 2014. FT. Phase II. San Pedro Creek, San Antonio, TX.

* A report was either written/edited by Mr. Luzmoor for this project.

Publications

- Luzmoor, M. 2013. Assessing the Form and Function of Structures 42 and 43 at Buenavista del Cayo, Belize. MA Thesis. Department of Anthropology, University of Texas at San Antonio.

Presentations

> Yaeger, J., B. Cap, M. Luzmoor, and S. Bratsch. 2013. Postholes and Palisades at Buenavista del Cayo: An Exercise in Archaeological Inference. Paper presented at the Fourth Annual South-Central Conference on Mesoamerica, Houston, Texas.

> Luzmoor, M. 2013. Burning Down the House: Conducting Experimental Archaeology by Burning down a Jacal. Paper presented at the 84th Annual Meeting of the Texas Archaeological Society, Del Rio, Texas.

Clara Miller – Field Archaeologist

Current Position

Field Archaeologist

Discipline Areas

Phase I, II, and III Excavation
Report Development
Cultural Resource Identification
Biological, Environmental, and Archaeological Construction Monitoring

Years' Experience

2

Joined Landhawk

Summer 2020

Education

MA, Anthropology, University of Texas Rio Grande Valley, 2022
BA, Anthropology, University of Texas Rio Grande Valley, 2016

Experienced Phase I&II cultural resource surveyor and archaeological field technician with focus on quality and precision. Exceptional verbal and written communication skills when creating reports and keeping field notes, shovel test, and photograph logs. Ability to work in and organize groups or work with minimal supervision and in extreme environments. Conducting background research for significant historic and prehistoric data, including known archaeological sites and past surveys, pertaining to current survey areas to mitigate potential impacts of construction activities. Proficient with GPS, Trimble, and ArcGIS geospatial software. Areas of study include prehistoric and historic archaeology, archaeology of Texas, lithics, history, geology, oceanography, and soil science.

U.S. Customs and Border Protection Infrastructure Projects

Conducted archaeological field surveys for USCBP infrastructure projects throughout the US/Mexico border.

Archaeological field surveys conducted at the following locations:

-near Van Horn, TX -near Del Rio, TX -near McAllen, TX

-near Alpine, TX -near Laredo, TX

-near Sanderson, TX -near Roma, TX

Miguel Calvillo - Field Archaeologist

Current Position

Field Archaeologist

Discipline Areas

Phase I, II, and III Excavation
Report Development
Cultural Resource Identification

Years' Experience

2

Joined Landhawk

Winter 2022

Education

BA, Anthropology, University of Texas Rio Grande Valley, 2017

AmaTerra- Austin, TX

Road Expansion/ Bike Lane Construction
Phase 1 survey on existing road for future expansion, conducted shovel tests and backhoe trenching monitoring in *Pharr, TX*.

Road Expansion
Phase 1 survey for road expansion, delineation of previously recorded sites and auger tested several shovel tests in *Marshall County, Oklahoma*.

Expansion of Water Station
Assisted on Phase 1 survey with backhoe trench monitoring to expand water station and followed up on researching local land history at local libraries and city hall in *Beaumont, TX*.

Access Road Expansion
Phase 1 survey and trench testing for expansion of access road on existing ranch land in *Laredo, TX*.

Water Pump Expansion
Phase II excavation in Landa Park Golf Course to expand water pump station in *New Braunfels, TX.*

Raba Kistner -San Antonio, TX

Archaeology Field Technician

Round Top Mountain Survey
Part of a crew which conducted a phase 1 cultural resource survey of Round Top Mountain in *Sierra Blanca, TX.*

Highway 69
Part of a crew who conducted a phase 1 cultural resource surveys for highway expansion in *Beaumont, TX*.

Red Oak Pipeline
Part of a crew who conducted phase 1 cultural resource surveys for Red Oak pipeline on various counties in East Texas.

SCOPE OF WORK

Introduction

The 365 Tollway project will be a 12.2 mile four-lane divided controlled access toll facility divided by a grassy median. The project located in southern Hidalgo County, will span between the Pharr and Anzalduas International bridges. Through the process of permitting, environmental permits, issues and commitments (EPICS) have been proposed for the project. EPICs are any permit, issue, coordination commitment, or mitigation obligation necessary to address, offset, or compensate for social, economic, or environmental impacts of a project. Landhawk has developed the following proposal to aid in compliance of these EPICs through environmental monitoring and SWPPP (stormwater) inspections.

Environmental Monitoring (ENV) and SWPPP Inspections

Landhawk staff will monitor the implementation of BMPs, agreements, and environmental regulations stated in the EPIC sheet (attached). ENV monitoring and SWPPP inspections will conducted weekly over the course of one to two days depending on the footprint of the project. A report will be developed after each inspection and provided to the Hidalgo County Regional Mobility Authority (HCRMA) within 24 hours after completion of the final day of inspection. Reports will include a checklist-style reporting form, a notes section and photographs of non-compliance issues.

Landhawk will develop a checklist style reporting form to aid in efficient data entry and processing of environmental and SWPPP compliance issues found during the weekly inspection. A draft reporting form will be provided to the HCRMA for comments. A final draft reporting form will be developed with HCRMA comments implemented. Reports will include photographs of noncompliance issues.

Environmental Permits, Issues, & Commitments (EPICs)

The following *sections* are the EPICs that Landhawk will be tasked to monitor.

Stormwater Pollution Prevention & Compliance

Landhawk environmental scientists will monitor the implementation of the SW3P best management practices. SWPPP inspections will be conducted weekly, and issues of noncompliance will be documented and reported to the HCRMA via daily monitoring reports.

Clean Water Act, Sections 401 and 404 Compliance

Landhawk environmental scientists will monitor the implementation of all agreements, mitigation plans and BMPs required by the Individual permit: SWG-2013-00175, as regulated by the USACE. Issues of noncompliance will be documented and reported to the HCRMA via daily monitoring reports.

Vegetation Resources

Landhawk environmental scientists will

- monitor the implementation of native plant species for all seeding and replanting of right of ways
- ensure riparian buffer zones remain undisturbed where possible
- monitor for spread of invasive plant species during construction operations
- ensure Migratory Bird Treaty Act surveys are completed prior to vegetation removal, during MBTA season (February 15th through October 1st).
- ensure bat surveys are conducted on palm trees prior to removal or destruction

Issues of noncompliance will be documented and reported to the HCRMA via daily monitoring reports.

Wildlife Resources

- Qualified Landhawk biologists will conduct nesting bird surveys in accordance with the Migratory Bird Treaty Act of 1918 (MBTA)during the nesting season, February 15th through October 1st).
- Potential for the presence of state-listed reptile species in the project area exists, Landhawk biologists are permitted by Texas Parks & Wildlife Department to handle and remove reptiles from construction sites in the state of Texas. (**Permit #: SPR-0918-271**)
- Exclusion fence is recommended to exclude Texas Tortoise and other reptiles. The construction and maintenance of the exclusion fence will be monitored by Landhawk staff.
- Utility trenches, ditches and holes will be inspected for wildlife and should be properly covered and/or installed with earthen ramps to allow wildlife to climb out. Landhawk staff will monitor for compliance.
- Bat surveys will be conducted on palm trees, bridges, and overpasses as necessary.
- Landhawk staff will remove reptiles and wildlife from project as necessary when deemed safe to do so. Stray dogs and rattlesnakes will be handled by Landhawk staff due to safety issues.

Issues of noncompliance will be documented and reported to the HCRMA via daily monitoring reports.

Other Environmental Issues

- Landhawk staff will monitor and note noncompliance in relation to Noise, Air or Hazmat spills and report them to the HCRMA via a daily report.

Issues of noncompliance will be documented and reported to the HCRMA via daily monitoring reports.

Assumptions:

- The Client is responsible for obtaining unencumbered permission to enter private property for field surveys.
- The Client will provide Landhawk all necessary project-related files and data, including shapefiles, prior to field surveys or initiating report preparation.
- Landhawk assumes that all deliverables will be provided electronically.

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EPICs from TxDOT EPIC Sheet

I. Clean Water Act, Section 402; Stormwater Pollution Prevention

Action Items Required : ☐ No Action Required

1. ☒ The contractor must implement the SW3P by installing Best Management Practices (BMPs) as indicated in the construction plans and maintained appropriately throughout construction. BMPs must be in place prior to the start of construction. The SW3P may need to be revised as necessary as construction progresses.

2. ☒ For all construction PSL's off the ROW, the contractor must certify compliance with all applicable laws, rules and regulations pertaining to the preservation of cultural resources, natural resources and the environment.

3. ☒ Based on the acreage of impact, select the appropriate box below:

☐ This project will disturb less than 1 acre of soil and is not part of a larger common plan of development; therefore, a NOI and TPDES Site Notice are not required for this project.

or

☐ This project will disturb equal to or more than 1 acre of soil but less than 5 acres; therefore a NOI is not required but a TPDES Site Notice is required. The Construction Site Notice (CSN) is required to be posted at the construction site in a publicly accessible location for review by the public, TCEQ, EPA and other Inspectors.

or

☒ This project will disturb equal to or more than 5 acres of soil and will require a NOI and TPDES Site Notice. The NOI and Site Notice are required to be posted at the construction site in a publicly accessible location.

4. ☒ Need to address MS4 requirements (Cameron & Hidalgo Counties only) ☐ MS4 requirements not needed

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II. Clean Water Act, Sections 401 and 404 Compliance:

Action Items Required : ☐ No Action Required

1. ☒ Filling, dredging or excavating in dry water bodies, rivers, creeks, streams, wetlands or wet areas is prohibited unless specified in the USACE permit and approved by the Engineer. The contractor shall adhere to all agreements, mitigation plans, and BMPs required by the NWP as regulated by the USACE.

The Contractor must adhere to all of the terms and conditions associated with the following permit(s):

☐ No Permit Required

☐ Nationwide Permit 14 - PCN not Required (less than 1/10th acre waters or wetlands affected)

☐ Nationwide Permit 14 - PCN Required (1/10th to <1/2 acre, 1/3 in tidal waters)

☒ Individual permit: SWG-2013-00175. - Permit is included available online for review.

☐ Other Nationwide Permit Required: NWP#_____

2. ☒ The contractor is responsible for obtaining new or revised Section 404 permit(s) for Contractor initiated changes in construction methods that change Impacts To Waters Of The U.S., including wetlands. The Contractor will ensure that the water quality of the State will be maintained and not degraded.

3. ☒ Best Management Practices for applicable Section 401 General Conditions:

General Condition 12 - Categories I and II BMPs required

Category I (Erosion Control)

☒ Temporary Vegetation	☐ Interceptor Swale	☐ Mulch Filter Berms and/or Socks
☐ Blankets, Matting	☐ Diversion Dike	☐ Compost Filter Berms and/or Socks
☐ Mulch	☐ Erosion Control Compost	☐ Compost Blankets
☐ Sodding		

Category II (Sedimentation Control)

☒ Silt Fence	☐ Hay (Straw) Bale Dike	☒ Mulch Filter Berms and/or Socks
☐ Rock Berm	☐ Brush Berms	☒ Compost Filter Berms and/or Socks
☐ Triangular Filter Dike	☐ Sediment Basins	☐ Stone Outlet Sediment Traps
☐ Sand Bag Berm	☐ Erosion Control Compost	

General Condition 21 - Category III BMPs required

Category III (Post-Construction TSS Control)

☐ Vegetative Filter Strips	☐ Wet Basins	☐ Mulch Filter Berms and/or Socks
☐ Retention/Irrigation	☐ Grassy Swales	☐ Compost Filter Berms and/or Socks
☐ Extended Detention Basin	☒ Vegetation-Lined Ditches	☐ Sand Filter Systems
☐ Constructed Wetlands	☐ Erosion Control Compost	☐ Sedimentation Chambers

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II. Clean Water Act, Sections 401 and 404 Compliance - Continued:

4.☒ The Contractor's designated and qualified Contractor Responsible Person Environmental (CRPe) will monitor the project site daily to ensue compliance with SW3P and TPDES General Permit TXR 150000. Daily Monitoring Reports shall be provided to TxDOT within 48 hours, In accordance with Item 506.3.1.

5.☒ Other Project Specific Actions:

1. Minimize the extent and the duration of disturbed areas. Plan the phases of construction to minimize exposure and use vegetation to stabilize disturbed areas as practicable.

2. Apply erosion control practices to minimize the loss of sediment and keep the soil covered and in place as much as possible using temporary or permanent vegetation, erosion control blankets, or various mulch materials. Other practices include diversion structures to channel surface runoff from exposed soils and the use of slope drains where grades may be prone to erosion.

3. Apply perimeter controls to minimize the discharge of sediment laden stormwater. This objective relates to using practices that effectively remove sediment from the runoff water and prevent its transport from the site. These controls include silt fences, diversion structures, swales, dikes, sediment traps, rock berms, and vegetative filters.

4. Stabilize disturbed areas as quickly as possible after final grade has been attained. Permanent structures, temporary or permanent vegetation, mulch, stabilizing emulsions, or a combination of these measures should be employed as quickly as possible after the land is disturbed.

5. Once construction is complete and disturbed areas have been revegetated, remove silt fence and accumulated sediment to reduce wildlife barriers and hazards.

6. Minimize the use of equipment in streams and riparian areas during construction. When possible, equipment access should be from banks, bridge decks, or barges.

7. When temporary stream crossings are unavoidable, construct stream crossing in accordance with USACE permit requirements, remove stream crossings once they are no longer needed and stabilize banks and soils around crossing.

8. Wet-bottomed detention ponds are recommended to benefit wildlife and downstream water quality. Consider potential wildlife-vehicle interactions when sitting detention ponds.

9. Rubbish found near bridges on HCRMA ROW should be removed and disposed of properly to minimize the risk of pollution. Rubbish does not include brush piles or snags.

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IV. Vegetation Resources

Action Items Required ▪ ☐ No Action Required

1. ☐ In accordance with the 2014 TxDOT Standard Specifications; Item 164 - Seeding For Erosion Control; provide and install temporary or permanent seeding for erosion control as shown on the plans or as directed by the Engineer for all seeding and replanting of right of way where possible. (Required for Urban Settings)

2. ☒ In accordance with Executive Order 13112 on invasive species and the Executive Memorandum on Beneficial Landscaping, native species of plants shall be used for all seeding and replanting of right of way where possible for rural roadways. (Required for Rural Settings)

3. ☒ Preserve vegetation where possible throughout the project and minimize clearing, grubbing and excavation within stream banks, bed and approach sections.

4. ☒ Other Project Specific Actions:

   1. Minimize the amount of vegetation cleared. Removal of native vegetation, particularly mature native trees and shrubs should be avoided to the greatest extent possible. Wherever practicable, impacted vegetation should be replaced with in-kind on-site replacement/restoration of native vegetation.

   2. To minimize adverse effects, activities should be planned to preserve mature trees, particularly acorn, nut or berry producing varieties. These types of vegetation have high value to wildlife as food and cover.

   3. It is strongly recommended that trees greater than 12 inches in dbh that are removed be replaced. The TPWD's experience indicates that for ecologically effective replacement, a ratio of three trees for every one (3:1) lost should be provided to the extent practicable either on-site or off-site. Trees less than 12 inches dbh should be replaced at a 1:1 ratio.

   4. Replacement trees should be of equal or better wildlife quality than those removed and be regionally adapted native trees.

   5. When trees are planted, a maintenance plan that ensures at least an 85 percent survival rate after 3 years should be developed for the replacement trees.

   6. The use of any non-native vegetation in landscaping and revegetation is discouraged. Locally adapted species should be used.

   7. The use of seed mix that contains seeds from only locally adapted native species is recommended.

   8. Avoid vegetation clearing activities during the general bird nesting season, February 15 through October 1, to minimize adverse impacts to birds.

   9. For all work in waters listed in the distribution of Zebra mussels as well as those waters in specified in 31 TAC section 57.972 and any TPWD emergency orders regarding prevention of the spread of Zebra mussels, all machinery, equipment, or vehicles coming in contact with such waters should follow clean/drain/dry protocols to prevent the potential spread of invasive Zebra mussels.

   10. Care should be taken to avoid the spread of aquatic invasive plants (such as Giant Salvinia, Hydrilla, Hyacinth, Watermilfoil, Water Lettuce, and Alligatorweed) from infested waterbodies into areas not currently infested. All machinery/equipment/vehicles coming in contact with waters containing aquatic invasive plant species should follow clean/drain/dry protocols to prevent the potential spread of invasive plants

   11. Colonization by invasive plants should be actively prevented on disturbed sites in terrestrial habitats. Vegetation management should include removing invasive species as soon as practical while allowing the existing native plants to revegetate the disturbed areas. If using hay bales for sediment control, use locally grown weed-free hay to prevent the spread of invasive species. Leave the hay bales in place and allow them to break down, as this acts as mulch assisting revegetation.

   12. Riparian buffer zones should remain undisturbed where possible.

   13. 26-Four foot nursery grown Sabal Palms will replace the 13 Washington Palms located within the ROW.

LANDHAWK CONSULTING

V. Federal Listed, and Proposed Threatened and Endangered Species, Critical Habitat, State Listed Species, Candidate Species and Migratory Birds

Action Items Required : ☐ No Action Required

1. ☒ Under the Migratory Bird Treaty Act of 1918 (MBTA), codified at 16 U.S.C. 703-712 and as enforced by the USFWS, the proposed construction work will not remove active nests from bridges, trees, ground and other structures during migratory bird nesting season, (February 15th. through October 1st.). If the Contractor needs to perform work within right of way during nesting season, a qualified Biologist shall conduct a survey to determine if nests are present. If present, Contractor shall maintain a buffer zone of vegetation around the nest until the young have fledged or the nest is not occupied as determined by a qualified biologist. The removal of old unoccupied, inactive nests from the previous season is permitted during the non migratory bird season.

2. ☒ There is the potential for the presence of state-listed species & species of concern in the project area and state law prohibits the taking (incidental or otherwise) of state-listed species. Taking is defined as the collection, hooking, hunting, netting, shooting, or share by any means or devices. If any listed species are observed, cease work in the immediate area, do not disturb species or habitat and contact the Engineer immediately.

3. ☒ Other Project Specific Actions:

1. There is potential habitat for the following state listed threatened species; Cactus ferruginous pygmy-owl, Gray hawk, Texas botteri's sparrow, Southern yellow bat, Black spotted newt, Sheep frog, South Texas siren, White -lipped frog, Texas tortoise, Texas horned lizard, Texas indigo snake, Black-striped snake.

2. With the proper methods, the contractor can prevent the establishmentof active nests during nesting season on HCRMA owned and operated facilities and structures proposed for replacement/ repair.

3. Contractor should not collect, capture, relocate, or transport birds, eggs, young , or active nests without the necessary permit.

4. Not collecting, capturing, relocating, or transporting birds, eggs, young, or active nests without a permit

5. Due to increased activity (mating) of reptiles during the spring, construction activities like clearing or grading should attempt to be scheduled outside of the spring (April-May) season. Also, timing ground disturbing activities before October when reptiles become less active and may be using burrows in the project areas is also encouraged.

6. When designing roads with curbs, consider using Type 1 or Type III curbs to provide a gentle slope to enable turtles and small animals to get out of roadways.

7. The area that would be disturbed during active construction and project specific locations should be fenced off to exclude tortoises and other reptiles. The exclusion fence should be constructed and maintained as follows:
   a. The exclusion fence should be constructed with metal flashing or drift fence material.
   b. Rolled erosion control mesh material should not be used.
   c. The exclusion fence should be buried at least 6 inches deep and be at least 24 inches high.
   d. The exclusion fence should be maintained for the life of the project and only removed after the construction is completed and the disturbed site has been revegetated.
   e. If Texas Tortoises enter the exclusion area they can be removed from the area by a qualified biologist.

8. Reticulate Collared Lizard (Crotaphytus reticulates) Contractors would be advised of potential occurrence in the project area and avoid harming the species if encountered.

9. Texas Horned Lizard (Phrynosoma cornutum) Contractors would be advised of potential occurrence in the project area and not to avoid harming the species if encountered. This should include avoiding harvester ant mounds in the selection of the Project Specific Locations (PSLs) where feasible.

10. Texas Indigo Snake (Drymarchon melanurus erebennus) Contractors would be advised of potential occurrence in the project area and not to avoid harming the species if encountered.

11. Texas Tortoise (Gopherus berlandieri) Contractors would be advised of potential occurrence in the project area and not to avoid harming the species if encountered.

12. Utility trenches should be covered overnight to prevent tortoises from being trapped and utility trenches should be visually inspected before filling to avoid burial of the species.

13. Avoid unnecessary removal of dead fronds on native and ornamental palm trees

14. Large hollow trees should be surveyed for bat maternity colonies and, if found, should not be disturbed until after the pups fledge

Texas Department of Transportation
PHARR DISTRICT

ENVIRONMENTAL PERMITS, ISSUES AND COMMITMENTS

LANDHAWK CONSULTING

VII. Other Environmental Issues

Action Items Required : ☐ No Action Required

☒ Noise

Contractor shall make every reasonable effort to minimize construction noise through abatement measures such as work hour controls and proper maintenance of equipment mufflers.

☒ Air

Contractor shall practice common dust control techniques such as surface chemical treatment or watering of unpaved road surfaces and vehicle speed reduction shall be implemented to minimize and prevent airborne dust during construction.

Contractor should minimize MSAT by utilizing measures to encourage use of EPA required cleaner diesel fuels, limits on idling, increase use of cleaner burning diesel engines, and other emission limitation techniques, as appropriate.

☒ Hazmat

Project Specific Actions:

1. A site specific Health and Safety Plan shall be prepared by the contractor prior to construction.
2. Any unanticipated contaminated media (petroleum residual contaminated material or hazardous materials) or regulated solid waste encountered during construction would be managed in accordance with applicable federal, state, and local regulations. Hazardous materials requiring special handling would be removed only by certified abatement contractors having documentation of prior acceptable abatement work and transported off site as necessary. Contaminated soils generated as a result of earth excavation activities can be reused on site with restrictions. These soils should be reused in parts of the HCRMA construction projects with landowner permission as soil contains heavy metals concentrations in excess of specific background level limits.
3. Universal precautions would be taken during construction and the contractor must take appropriate measures to prevent, minimize, and control the spill of hazardous materials in the construction staging area.
4. The use of construction equipment within sensitive areas would be minimized or eliminated entirely.
5. All construction materials used for this project would be removed as soon as work schedules permit.
6. Coordination with the pipeline and oil and gas companies regarding natural gas and propane pipelines and oil and gas wells that may require relocation. All pipeline and well adjustments and relocations would be completed prior to construction.
7. For (Station 995+00 to Station 1005+00) and (i.e. Station 1005+00 to Station 1015+00), please refer to the Affected Soils and Groundwater Management Plan for guidance on interaction, monitoring, and use of soil and groundwater within these limits. All soils near these sites, known as Site 26 (elevated arsenic concentrations) shall be managed in accordance with the April 2016 Soil and Groundwater Management Plan.

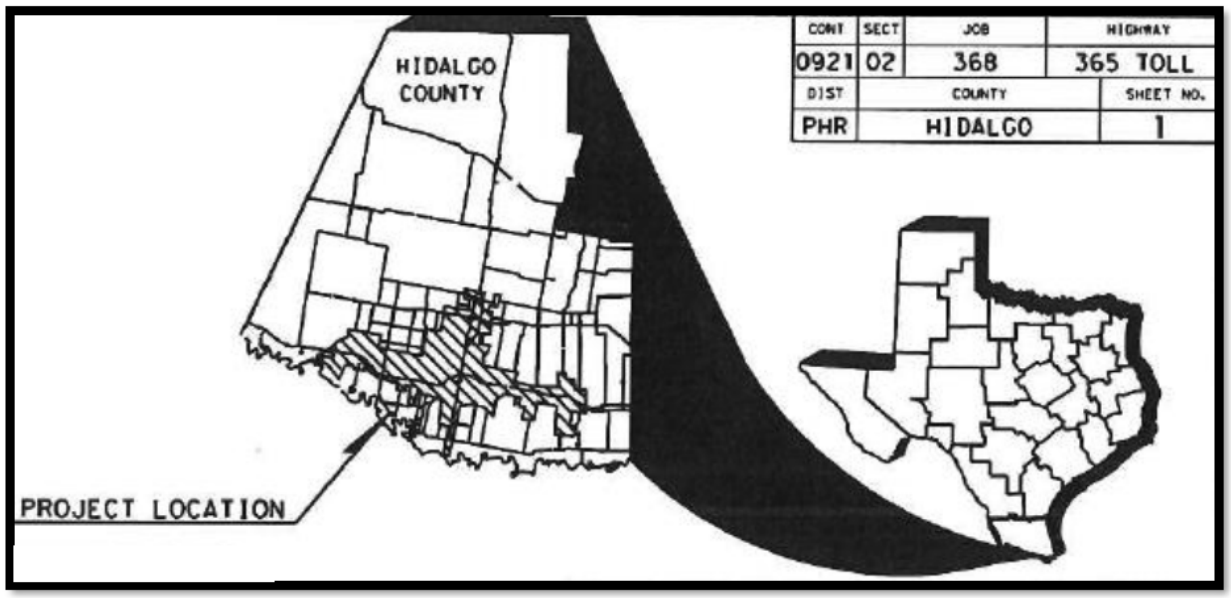
☒ Other

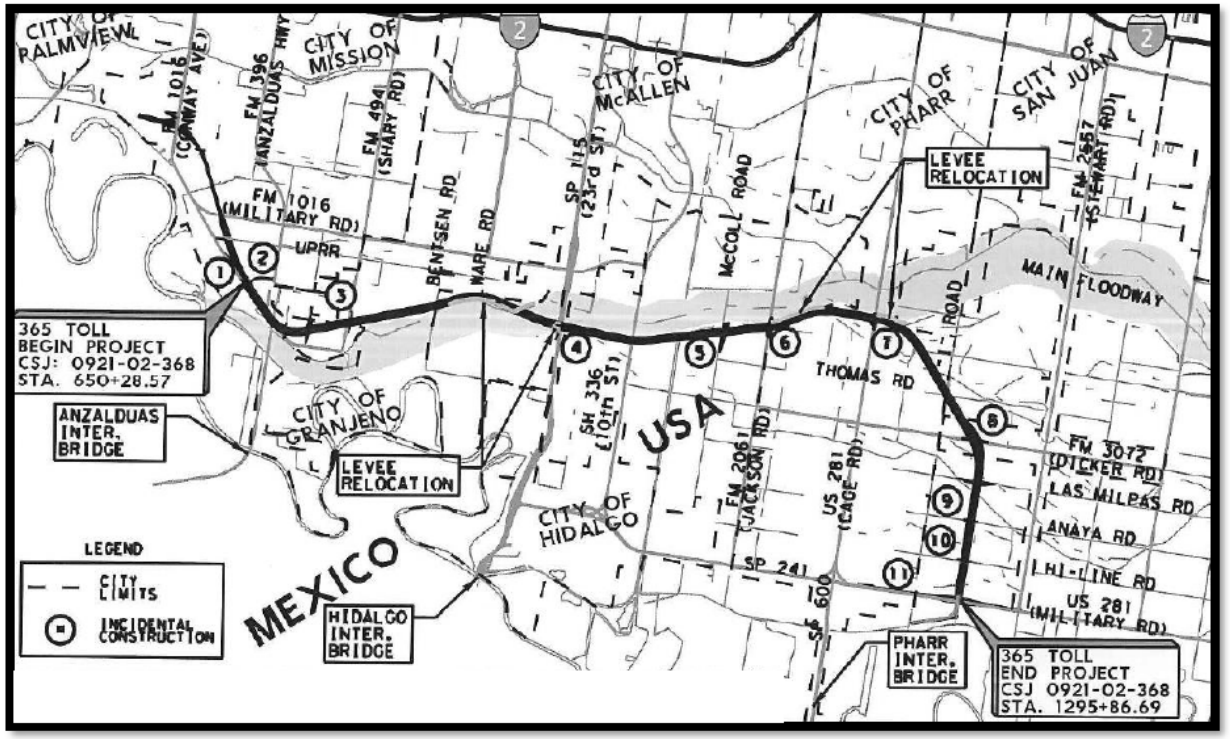
1. Due to the proximity of the proposed project to the McAllen-Miller International Airport and since temporary obstructions would occur during construction, coordination with the FAA is required. In accordance with 14 CFR Part 77, the HCRMA would submit Form 7460-1, Notice of Proposed Construction or Alteration to notify the FAA of construction activities at least 45 days prior to the start of construction or alteration. Coordinationwould be completed prior to construction of the proposed project.
2. 13,063 linear feet of levees at four locations along the USIBWC floodway is proposed. An USIBWC Construction License and their approval of the hydraulic impact statement would be obtained prior to construction. All construction within the USIBWC ROW would be completed in accordance with all applicable USIBWC guidelines and policies and in accordance with the approved USIBWC License.
3. Coordination with UPRR if contaminated railroad bed ballast and/or underlying contaminated soil is encountered during construction activities within the railroad ROW.
4. FAA coordination will be needed for any temporary obstructions anticipated to be over 200 feet in height.

Texas Department of Transportation
PHARR DISTRICT
ENVIRONMENTAL PERMITS,

EXHIBIT B-2

Project Overview





Key Staff Profiles

Raziel Flores – Project Manager

Current Position

Senior Wildlife Ecologist/Field Operations Manager

Discipline Areas

Endangered Species Surveying
Habitat Analysis
Reporting and Documentation of Environmental Sites
Staff Development
Plant Identification
Biological, Environmental, Construction Monitoring

Years' Experience

7

Joined Landhawk

Fall 2017

Education

MS, Biology, University of Texas Rio Grande Valley, 2017
BS, Biology, University of Texas Rio Grande Valley, 2014

Summary of Experience

Mr. Raziel Flores has gained professional environmental experience in the consulting and research industry over the past 7 years. His experience includes working on various natural resource management projects throughout Texas, New Mexico and the Southwest.

Significant Projects

U.S. Customs and Border Protection Infrastructure Projects

Mr. Flores oversees environmental studies for the U.S. Customs and Border Protection and assists with the writing and preparation of the biological reports. He also provides quality assurance and quality control over all final reports.

TXDOT Threatened and Endangered Species Surveys

Mr. Flores has conducted numerous threatened and endangered species surveys for transportation projects over the past years. He also completes the result reports for each survey.

LANDHAWK CONSULTING

Environmental Scientists

Eric Cantu

Lead Environmental Scientist – conducts SWPPP inspections and MBTA surveys for the I2 I69C Interchange project. Specializes in SWPPP inspections and client relations.

Zachary Johnson – Environmental Scientist/Wildlife Biologist

Assists on SWPPP inspections and specializes on MBTA nesting bird surveys.

Ernest Herrera – Wildlife Ecologist/ GIS Manager

Develops GIS maps for all Landhawk projects.

EXHIBIT C
WORK SCHEDULE

Proposed Work Schedule

365 Toll Construction Phase

Task 1

Project Management / Administration	**03/01/2022 - 01/31/2026**

Task 2

Authority Construction Phase Tasks	**03/01/2022 – 01/31/2026**

Task 3

GEC Construction Phase Tasks	**03/01/2022 – 01/31/2026**

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: 07-E36-19-04 Assigned Goal: 12.2% Prime Provider HDR Engineering, Inc.

Work Authorization (WA)#: 8 WA Amount: $1,244,594.55 Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
GEC Construction Management Support	**$1,244,594.55**
	$0
Total Commitment Amount *(Including all additional pages.)*	**$0**

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

Provider Name: HDR Engineering, Inc. **Address:** 4828 Loop Central Drive, Ste. 800, Houston, TX 77081 **VID Number:** 14706805687 **PH:** 713-622-9264 **& FAX:** **Email:** David.Weston@hdrinc.com	**Name:** David C. Weston ***(Please Print)*** **Title:** Gulf Coast Area Manager _____ **Signature** **Date**
DBE/HUB Sub Provider: **Subprovider Name:** **VID Number:** **Address:** **PH:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

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

Summary

Exhibit D

Prime Provider: HDR Engineering, Inc.
Subconsultant: Melden and Hunt & Landhawk Consulting
Work Authorization: 08

	365 Toll Const Phase		Total by Firm	% by Firm
	Labor	ODE		
HDR	$714,634.31	$31,890.10	$746,524.41	60%
Melden and Hunt	$34,132.64	$0.00	$34,132.64	3%
Landhawk Consulting	$432,786.25	$31,151.25	$463,937.50	37%
<blank>			$0.00	0%
<blank>			$0.00	0%
<blank>			$0.00	0%
<blank>			$0.00	0%
<blank>			$0.00	0%
Sub-Total by Task	$1,181,553.20	$63,041.35	Total WA	100% check
Total by Task	$1,244,594.55		$1,244,594.55	$1,244,594.55

	Year				
Estimated Annual Distribution of Fees	2022	2023	2024	2025	2026
HDR	$146,059.12	$194,745.50	$194,745.50	$194,745.50	$16,228.79
Melden and Hunt	$34,132.64				
Landhawk Consulting	$145,756.73	$106,744.52	$106,744.52	$104,691.74	
Yearly Totals	$325,948.49	$301,490.02	$301,490.02	$299,437.24	$16,228.79

Prime Provider: HDR Engineering, Inc.
Subconsultant: N/A
Work Authorization: 08
Legend: reocurring every X months = ~Xm Assume 46 months of construction (Mar 2022 - Jan 2026)

Sam

Labor Categories	Project Manager	Deputy Project Manager	Sr Technical Advisor	Senior Engineer	Project Engineer	Design Engineer	Senior Geotech Engineer	Transportation Planner IV	Senior Utility Coord	Chief Inspector	Senior Engineer Tech	Estimating Sch Support 2	Sr Project Controller	Accounting	Admin III	Total Task Hours	Line Item Fee
Negotiated Rate	$220.62	$254.57	$296.99	$198.00	$169.71	$141.43	$212.14	$198.00	$155.57	$147.08	$107.48	$179.61	$212.14	$115.69	$84.86		
DESCRIPTION OF TASKS/DETAILS																	
Task 001 - Project Management / Administration																0	$0.00
Monthly progress rpts/invoices/finance monitoring (42 mos)	63	21											63	84	21	252	$44,109.87
Work Authorization schedule (develop/monitor) (42 mos)	21											63				84	$15,948.45
Contractual document control (42 mos)															168	168	$14,256.48
General Support (42 mos)	42	42	21	42			21	21	21		21				42	273	$52,211.88
Task 002 - Authority Const Ph Tasks (assume avg 3 ppl @ 15hr/mo)	336	336			630					630	630					2562	$426,953.94
Task 003 - GEC Const Ph Tasks																0	$0.00
Review Contractor submittals (assume 30 submittals)	8	8			30						45				16	107	$15,087.18
NBI numbers		3			8										8	19	$2,800.27
Quarterly construction reports	11	5		11											11	38	$6,811.13
Monthly as-built tracking / final as-builts						42					168				21	231	$25,778.76
Review of Contractor's schedule	42	21										126				189	$37,242.87
Survey Control	8	6											4	4	4	26	$4,943.14
SW3P and Archeological monitoring(task by Landhawk)	42	42											25	30		139	$28,732.18
Progress meetings (18 mos wkly, 24 mos biwkly, 4 mos wkly)	42			136											42	220	$39,758.16
																0	$0.00
																0	$0.00
Labor Hours Total	615	484	21	189	668	42	21	21	21	630	864	189	92	118	333	4308	hours check
Labor Cost Total	$135,681.30	$123,211.88	$6,236.79	$37,422.00	$113,366.28	$5,940.06	$4,454.94	$4,158.00	$3,266.97	$92,660.40	$92,862.72	$33,946.29	$19,516.88	$13,651.42	$28,258.38	**$714,634.31**	cost check
% Staff Distribution	14%	11%	0%	4%	16%	1%	0%	0%	0%	15%	20%	4%	2%	3%	8%	100%	

Prime Provider: HDR Engineering, Inc.
Subconsultant: Melden and Hunt
Work Authorization: 08
Legend: reocurring every X months = ~Xmos

more appropriate for production work

Labor Categories	Project Manager	Senior CADD Operator	CADD Operator	Junior CADD Operator	Scheduler	Land Surveyor	Accounting	Admin / Clerical III	2 Person Crew	3 Person Crew	Type II ROW Monument	Total Task Hours	Line Item Fee
Negotiated Rate	$220.00	$103.95	$83.16	$68.31	$68.75	$196.02	$68.31	$66.83	$150.00	$185.00	$900.00		
DESCRIPTION OF TASKS/DETAILS													
Review Horizontal and Vertical Control Sheets	1					4		1				6	$1,070.91
Verify Existing Benchmarks	2		6		2	3			24			37	$5,264.52
Establish New Benchmarks											21	21	$18,900.00
Update Horizontal and Vertical Control Sheets	3		32		2					24		61	$7,898.62
Coordination with HCRMA	3						3	2				8	$998.59
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
Labor Hours Total	9	0	38	0	4	7	3	3	24	24	21	133	hours check
Labor Cost Total	$1,980.00	$0.00	$3,160.08	$0.00	$275.00	$1,372.14	$204.93	$200.49	$3,600.00	$4,440.00	$18,900.00	**$34,132.64**	cost check
% Staff Distribution	7%	0%	29%	0%	3%	5%	2%	2%	18%	18%	16%	100%	

Prime Provider: HDR Engineering, Inc.
Subconsultant: Melden and Hunt
Work Authorization: 08
Legend: reocurring every X weeks = ~Xwks

Labor Categories	Project Manager	Field Archaeologist	Principal Investigator	GIS Manager	Technical Editor	Clerical	Environmental Scientist	Total Task Hours	Line Item Fee
Negotiated Rate	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00		
DESCRIPTION OF TASKS/DETAILS									
Task 001 - Arch Permitting, Pre & Post Construction BL Data Collection								0	$0.00
Permitting			40					40	$2,600.00
Coordination w/ Resource Agencies			10					10	$650.00
Pre & Post Construction Baseline Data Collection (7 sites)		60						60	$3,900.00
Task 002 - Archaelogical Monitoring								0	$0.00
Daily Monitoring and Daily Reporting (8hr/day, 5 day wk, ~16wks)		720						720	$46,800.00
Weekly reporting (~16wks)	16	16		16				48	$3,120.00
Project management / Coordination (~16wks)	48	32						80	$5,200.00
Support Services (~16wks)		64				4		68	$4,420.00
Task 003 - Final Archaeological Monitoring Report - Archaelogical Monitoring									
Report Development and Review	70	124		20	20			234	$15,210.00
Final Draft Report	10	20						30	$1,950.00
Task 004 - Environmental Monitoring & SW3P inspections									
ENV monitoring and SWPPP inspection (1-2 days/wk, ~197wks)							3349	3349	$217,685.00
Weekly reporting (~197wks)				197			197	394	$25,610.00
Project management / Coordination (~197wks)	394						394	788	$51,220.00
Support Services (~197wks)						49.25	788	837.25	$54,421.25
								0	$0.00
								0	$0.00
								0	$0.00
Labor Hours Total	538	1036	50	233	20	53.25	4728	6658.25	hours check
Labor Cost Total	$34,970.00	$67,340.00	$3,250.00	$15,145.00	$1,300.00	$3,461.25	$307,320.00	**$432,786.25**	cost check
% Staff Distribution	8%	16%	1%	3%	0%	1%	71%	100%	

1. Task 1 does not include cost for collection and laboratory testing of soil samples.
2. Any work past 16 weeks under Task 2 will be charged at the sme rate of $65/hr.
3. LOE takes into account that multiple monitors are monitoring on the same day.
4. Mileage includes arrival and departure from project site including driving between archaeological site.

Prime Provider: HDR Engineering, Inc.
Subconsultant:
Work Authorization: 08

Legend: Current State Rate = CSR, Actual Cost = AC, Fixed = F, Max = M

OTHER DIRECT EXPENSE	UNIT	MAX RATE BASIS	FIXED / MAX	ODE RATE	TOTAL FOR WA08	Sub-Total per ODE
Lodging/Hotel - Taxes and Fees	day/person	n/a	M	$32.00	100	$3,200.00
Lodging/Hotel (Taxes/fees not included)	day/person	CSR	M	$94.00	100	$9,400.00
Meals (Excluding alcohol & tips) (Overnight stay required)	Day/person	CSR	M	$55.00	100	$5,500.00
Mileage	mile	CSR	F	$0.585	3060	$1,790.10
Rental Car Fuel	gallon	n/a	M	$3.75	1200	$4,500.00
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day	n/a	M	$75.00	100	$7,500.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person	n/a	M	$580.00		$0.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person	n/a	M	$450.00		$0.00
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/person	n/a	M	$600.00		$0.00
Air Travel - Out of State - Short Notice (Coach)	Rd Trip/person	n/a	M	$900.00		$0.00
Oversize, special handling or extra baggage airline fees	each	n/a	M	$45.00		$0.00
Taxi/Cab fare	each/person	n/a	M	$30.00		$0.00
Parking	day	n/a	M	$20.00		$0.00
Toll Charges	each	n/a	M	$10.00		$0.00
Standard Postage	letter	CSR	F	$0.47		$0.00
Certified Letter Return Receipt	each	CSR	F	$6.20		$0.00
Overnight Mail - letter size	each	CSR	M	$22.00		$0.00
Overnight Mail - oversized box	each	CSR	M	$85.00		$0.00
Courier Services	each	n/a	M	$28.00		$0.00
Photocopies B/W (11" X 17")	each	n/a	F	$0.25		$0.00
Photocopies B/W (8 1/2" X 11")	Each	n/a	F	$0.12		$0.00
Photocopies Color (11" X 17")	each	n/a	F	$1.50		$0.00
Photocopies Color (8 1/2" X 11")	each	n/a	M	$0.85		$0.00
Digital Ortho Plotting	sheet	n/a	M	$1.25		$0.00
Plots (B/W on Bond)	per sq. ft.	n/a	M	$0.50		$0.00
Plots (Color on Bond)	per sq. ft.	n/a	F	$1.00		$0.00
Plots (Color on Photographic Paper)	per sq. ft.	n/a	F	$4.00		$0.00
Color Graphics on Foam Board	square foot	n/a	F	$5.00		$0.00
Presentation Boards 30" X 40" Color Mounted	each	n/a	M	$125.00		$0.00
Report Printing	each	n/a	M	$65.00		$0.00
Report Binding and tabbing	each	n/a	M	$8.00		$0.00
Notebooks	each	n/a	M	$9.00		$0.00
Reproduction of CD/DVD	each	n/a	M	$5.00		$0.00
CDs	each	n/a	F	$1.75		$0.00
4" X 6" Digital Color Print	picture	n/a	F	$0.25		$0.00
Tx Parks & Wildlife Data Request Fees	each	n/a	M	$50.00		$0.00
Hazardous Materials Database Search	per search	n/a	M	$350.00		$0.00
Noise Meter Rental	per project	n/a	M	$150.00		$0.00
Environmental Database Search	per project	n/a	M	$1,100.00		$0.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	day	n/a	M	$65.00		$0.00
Curator (Drawer & TX Archaeological Research Lab for artifacts & report)	per project	n/a	F	$1,350.00		$0.00
Newspaper Advertisement	per publication	n/a	M	$1,650.00		$0.00
Court Reporter	page	n/a	M	$10.00		$0.00
Court Reporter (Public Meetings, Hearings & Transcription)	day	n/a	M	$500.00		$0.00
Translator (English to Spanish, other language as appropriate, or Sign Language) for Public Involvement	event	n/a	F	$500.00		$0.00
Translator (English to Spanish, other language as appropriate, or Sign Language)	hour	n/a	M	$100.00		$0.00
Custodian for Public Involvement	hour/custodian	n/a	M	$35.00		$0.00
Sound Technician for Public Involvement	event	n/a	M	$1,000.00		$0.00
Law Enforcement/Uniform Officer (without vehicle)	per hr	n/a	M	$45.00		$0.00
				Total ODE Cost	**$31,890.10**	**$31,890.10**

Prime Provider: HDR Engineering, Inc.
Subconsultant: Landhawk Consulting
Work Authorization: 08

Legend: Current State Rate = CSR, Actual Cost = AC, Fixed = F, Max = M

OTHER DIRECT EXPENSE	UNIT	MAX RATE BASIS	FIXED / MAX	ODE RATE	TOTAL FOR WA08	Sub-Total per ODE
Mileage (Tasks 1-3, 250miles/wk,~16wks)(Task 4, 250miles/wk,~197wks)	mile	CSR	F	$0.585	53250	$31,151.25
				Total ODE Cost	**$31,151.25**	**$31,151.25**

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Item 3H

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3H**
PLANNING COMMITTEE		**DATE SUBMITTED**	**03/14/2022**
FINANCE COMMITTEE		**MEETING DATE**	**03/22/2022**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2022-23 – CONSIDERATION AND APPROVAL OF CONTRACT AMENDMENT NUMBER 5 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING, INC. TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 8.**

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

   Consideration and Approval of CA 5 to PSA with HDR Engineering, Inc. to provide engineering support for the 365 Toll Project.

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

4. Budgeted: X Yes ___No ___N/A

5. Staff Recommendation**: Motion to approve Resolution 2022-23 – Consideration and Approval of Contract Amendment Number 5 to the Professional Service Agreement with HDR Engineering, Inc. to increase the maximum payable amount for Work Authorization Number 8, as presented.**

6. Program Manager's Recommendation: ___Approved ___Disapproved **X** None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Auditor's Recommendation: ___Approved ___Disapproved **X** None

10. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

11. Chief Development Engineer's Recommendation: **X** Approved ___Disapproved ___None

12. Chief Construction Engineer's Recommendation: ___Approved ___Disapproved **X** None

13. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

- ☐ CMT Services
- ☐ Environmental
- ☑ Engineering **HDR, Inc.**
- ☐ Geo-Technical
- ☐ Surveying

CONTRACT AMENDMENT SUMMARY

RESOLUTION 2022-23

Original Contract Amount **$ 488,658**

Amendment # 4

Amount **$ 1,244,594.55**

Approved Amendments:

Resolution No.	Description	Amount
2019-01	PSA to provide General Consultant Services	$ 488,657.91
2020-37	Contract Amendment 1 Due SA1WA2 & WA3	$ 331,714.69
2021-22	Contract Amendment 2 for WA4	$ 197,746.02
2021-52	Contract Amendment 3 for WA5 & WA 6	$ 389,468.97
2022-12	Contract Amendment 4 for WA7	$ 119,970.68
	Subtotal from Cont. Page	$ 0.00
	Contract Amount	**$ 1,527,558.27**
Proposed Amendment		
2022-23	Contract Amendment 5 for WA8	**$ 1,244,594.55**

Goal and Options:

Approval of Contract Amendment 5 to the Professional Service Agreement with HDR Engineering to increase maximum amount payable for WA 8.

Staff is recommending approval of this request in the amount of $ 1,244,594.55
for a Revised Maximum Payable Amount of $ 2,772,152.82

E. Davila, Develop Eng

Requested by:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-23

APPROVAL OF CONTRACT AMENDMENT NUMBER 5 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING, INC. TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 8

THIS RESOLUTION is adopted this 22nd day of March 2022, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.; and

WHEREAS, on March 5, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority with a maximum amount payable of $488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. Project Management for the 365 Tollway Project in the amount of $171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of $301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of $299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from $488,657.91 to $820,372.60 for a total increase of $331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of $197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from $820,372.60 to $1,018,118.62 for a total increase of $197,746.02 for Work Authorization No. 4; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of $310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Approval of a Work Authorization 6 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for review of the 365 Tollway value engineering change proposals in the amount of $79,429.57; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HDR to increase the maximum payable amount from $1,018,118.62 to $1,407,587.59 for a total increase of $389,468.97 for Work Authorization No. 5 & Work Authorization No. 6.

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-02 Consideration and Approval of Work Authorization 1 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-03 Consideration and Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the authority approved Resolution 2022-04 Consideration and Approval of Work Authorization 3 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority.

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-11 - Consideration and Approval of Work Authorization 7 with HDR Engineering, Inc. for engineering services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of $119,970.68; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-12 Approval of Contract Amendment 4 to the Professional Service Agreement with HDR to increase the maximum payable amount from $1,407,587.59 to $1,527,558.27 for a total increase of $119,970.68 for Work Authorization No. 7; and

WHEREAS, the Authority finds it necessary to approve Resolution 2022-23 – Consideration and Approval of Contract Amendment Number 5 to the Professional Service Agreement with HDR Engineering, Inc. to increase the maximum payable from $1,527,558.27 to $2,772,152.82 for a total increase of $1,244,594.55 for Work Authorization No. 8.

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 Contract Amendment 5 to the Professional Services Agreement with HDR Engineering, Inc. to increase the maximum amount payable to $2,772,152.82 (hereto attached as Exhibit A).

Section 3. The Board authorizes the Executive Director to execute the Contract Amendment 5 to the Professional Services Agreement for General Engineering Consultant Services hereby 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 22nd day of March 2022, at which meeting a quorum was present.

_____

S. David Deanda, Jr., Chairman

_____

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

CONTRACT AMENDMENT 5

TO THE PROFESSIONAL SERVICE AGREEMENT

FOR

GENERAL ENGINEERING CONSULTANT SERVICES

BETWEEN

THE HIDALGO COUNTY REGIONAL MOBILITY

AUTHORITY AND

HDR ENGINEERING, INC.

CONTRACT AMENDMENT NO. 5
TO PROFESSIONAL SERVICES AGREEMENT
FOR GENERAL ENGINEERING CONSULTING SERVICES

THIS CONTRACT AMENDMENT is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for General Engineering Consulting Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and HDR Engineering Inc. (the GEC).

Article II Agreement Period
This revised Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on January 31, 2026.

Article III Compensation
Article III Compensation shall be amended to increase the amount payable under this contract from $1,527,558.27 to $2,772,152.82 for a total increase of $1,244,594.55 due to additional scope and effort outlined in Work Authorization No. 8.

This Contract Amendment No. 5 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

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

AUTHORITY	**GEC**
By: _____	By: _____
Name: Pilar Rodriguez	Name: David Weston
Title: Executive Director	Title: Gulf Coast Area Manager
Hidalgo County Regional Mobility Authority	HDR Engineering, Inc.
Date: _____	Date: _____

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Item 3I

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3I**
PLANNING COMMITTEE		**DATE SUBMITTED**	**03/14/2022**
FINANCE COMMITTEE		**MEETING DATE**	**03/22/2022**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2022-24 – DISCUSSION AND CONSIDERATION OF AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING/DESIGN SERVICES WITH SAENZ OIL & GAS SERVICES, LLC, MODIFYING ARTICLE II: AGREEMENT PERIOD TO CONFORM TO THE TERM PROVIDED FOR IN EACH APPROVED WORK AUTHORIZATION; AND AMENDMENT TO WORK AUTHORIZATION #4 MODIFYING PART IV TO PROVIDE A TERMINATION DATE OF JUNE 1, 2022**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No
   Discussion and consideration of an amendment to Professional Services Agreement for Engineering / Design Services with Saenz Oil &Gas Services, LLC, modifying Article II: Agreement Period to conform to the term provided for in each approved Work Authorization; and Amendment to Work Authorization #4 modifying Part IV to provide a termination date of June 1, 2022

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

4. Budgeted: X Yes ___No ___N/A

5. Staff Recommendation**: Motion to Approve Resolution 2022-24 – AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING/DESIGN SERVICES WITH SAENZ OIL & GAS SERVICES, LLC, MODIFYING ARTICLE II: AGREEMENT PERIOD TO CONFORM TO THE TERM PROVIDED FOR IN EACH APPROVED WORK AUTHORIZATION; AND AMENDMENT TO WORK AUTHORIZATION #4 MODIFYING PART IV TO PROVIDE A TERMINATION DATE OF JUNE 1, 2022**

6. Program Manager's Recommendation:____Approved ___Disapproved **X** None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: **X** Approved ___Disapproved ___None

9. Chief Auditor's Recommendation: ___Approved ___Disapproved **X** None

10. Chief Financial Officer's Recommendation:____Approved ___Disapproved **X** None

11. Chief Development Engineer's Recommendation: **X** Approved ___Disapproved _None

12. Chief Construction Engineer's Recommendation: **X** Approved ___Disapproved ___None

13. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

- ☐ CMT Services
- ☐ Environmental
- ☑ Engineering **Saenz Oil & Gas Services, LLC**
- ☐ Geo-Technical
- ☐ Surveying

WORK AUTHORIZATION SUMMARY

RESOLUTION 2022-24

Work Authorization # **4** Supplemental # 1

Amount **$ 0.00**

BACKGROUND:

2017-79	WA No. 1- Utility Services for HCRMA	$ 52,091.90
2018-43	WA No. 1 Sup 1 - No Cost Time Extension	$ 0.00
2019-21	WA No. 2 Utility Engineering Service Support	$ 21,991.20
2021-08	WA No. 3 Engineering & Design Svc	$ 2,940.00
2021-25	WA No. 4 Professional Services for Lonestar Pipe	$ 465,740.75
	Subtotal from Cont. Page	$ 0.00
	Total Approved WA	**$ 542,763.85**

Proposed Work Authorization and/or Supplemental

2022-24	WA No. 4 Professional Service for LoneStar Pipe	**$ 0.00**

Proposed Amendment:

To obtain necessary Professional Service Agreement with Saenz Oil & Gas Services, LLC for LoneStar Pipeline Relocation Mitigation in the 365 Tollway Project.

RECOMMENDATION:

Staff is recommending approval of this request in the amount of $ 0.00
Proposed total approved WA and/or Supplementals $ 542,763.85
Staff is recommending approval of this request in the amount of $0.00

Proposed Revised Contract Amount $542,763.85

R. Navarro IV, Cons Eng
Requested By:

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Pilar Rodriguez, P.E
HCRMA, Executive Director

From: Ramon Navarro, IV, P.E., C.F.M.
HCRMA, Chief Construction Engineer

Date: March 14, 2022

Subject: **RESOLUTION 2022-24 DISCUSSION AND CONSIDERATION OF AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING/DESIGN SERVICES WITH SAENZ OIL & GAS SERVICES, LLC, MODIFYING ARTICLE II: AGREEMENT PERIOD TO CONFORM TO THE TERM PROVIDED FOR IN EACH APPROVED WORK AUTHORIZATION; AND AMENDMENT TO WORK AUTHORIZATION #4 MODIFYING PART IV TO PROVIDE A TERMINATION DATE OF JUNE 1, 2022**

GOAL

Consideration and Approval of an extension for professional services agreement with Saenz Oil and Gas Services, LLCto provide Engineering, Construction and Inspection Services for Lonestar Pipeline's conflicting gas line on HCRMA 365Toll Project at Sta.818+00

HISTORY

Existing 8" high-pressure gas line at approximate station 818+00 was identified as critical relocation utility impact. Prevalent owner /operator easements are private and meet the 100% reimbursement criteria. Upon due diligence, it was conveyed that current ownership pertained to Lonestar Pipeline. On February 11, 2021, the HCRMA was informed of Lonestar Pipeline's parent company (Frontera Petroleum) filing for bankruptcy; and to maintain 365Toll Project schedule, the Authority's staff and Legal counsel have orchestrated an agreement based on the owner (Lonestar Pipeline) allowing the Authority to lead relocation efforts (plan, design, and construct at our cost) and relinquishing to HCRMA upon completion. On June 22, 2021, Resolution 2021-26 was passed by the Board to assign Engineering Services to Saenz Oil and gas to design and manage project.

PROPOSAL

Under the current service agreement, WA#4, the termination of services date of January 22, 2022 has been exceeded and services as still in demand. Therefore Resolution 2022-24 proposes an extension of services by an amendment to Professional Services Agreement for Engineering / Design Services with Saenz Oil &Gas Services, LLC, modifying Article II: Agreement Period to conform to the term provided for in each approved Work Authorization; and Amendment to Work Authorization #4 modifying Part IV to provide a termination date of June 1, 2022.

RECOMMENDATION

Staff recommends approval of agreement, modifying Article II: Agreement Period to conform to the term provided for in each approved Work Authorization; and Amendment to Work Authorization #4 modifying Part IV to provide a termination date of June 1, 2022.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-24

DISCUSSION AND CONSIDERATION OF AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING/DESIGN SERVICES WITH SAENZ OIL & GAS SERVICES, LLC, MODIFYING ARTICLE II: AGREEMENT PERIOD TO CONFORM TO THE TERM PROVIDED FOR IN EACH APPROVED WORK AUTHORIZATION; AND AMENDMENT TO WORK AUTHORIZATION #4 MODIFYING PART IV TO PROVIDE A TERMINATION DATE OF JUNE 1, 2022

THIS RESOLUTION is adopted this 22nd day of March, 2022 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 pursuantto 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 September 26, 2017, the Authority approved Resolution 2017-78, Professional Services Agreement with Saenz Oil & Gas Services, LLC to provide Utility Engineering Services to the Hidalgo County Regional Mobility Authority for the 365 Tollway in the not to exceed amount of $52,091.90;

WHEREAS, the Authority approved Resolution 2019-20 Contract Amendment Number 1to the Professional Services Agreement with Saenz Oil & Gas Services, LLC for a no cost time extension; and

WHEREAS, the Authority approved Resolution 2019-21 Work Authorization Number 2 in theamount of $21,991.20 for utility engineering service support on the 365 Tollway Project; and

WHEREAS, the underlying project that is the subject of the Professional Services Agreement was delayed, resulting in a suspension of Work Authorization Number 1 and Number 2; and

WHEREAS, on March 23, 2021, the Authority approved Resolution 2021-08, to amendand restate the Professional Services Agreement for Engineering/Design Services with Saenz Oil & Gas Services, LLC and issue Work Authorization Number 3 in the amount of $2,940.00 for a revised maximum payable amount of $77,023.10;

WHEREAS, on June 22, 2021, due to a contract amendment with Lonestar Pipeline, LLC, the Authority agreed to manage a utility relocation, including engineering, and approved Resolution 2021-25 Approval of Work Authorization 4 to the Professional Service Agreement with Saenz Oil & Gas Services, LLC for Lonestar Pipeline Relocation Mitigation in the 365 Tollway Project in the amount of $465,740.75.

WHEREAS, to manage the extended timing of the work, the Authority now finds it necessary to approve *Resolution 2022-24 Discussion and consideration of an amendment to Professional Services Agreement for Engineering / Design Services with Saenz Oil &Gas Services, LLC, modifying Article II: Agreement Period to conform to the term provided for in each approved Work Authorization; and Amendment to Work Authorization #4 modifying Part IV to provide a termination date of June 1, 2022*.

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 fullyrestated.

Section 2. The Board hereby approves the Resolution 2022-24 for Work Authorization 4 to modifying Article II: Agreement Period to conform to the term provided for in each approved Work Authorization; and Amendment to Work Authorization #4 modifying Part IV to provide a termination date of June 1, 2022; hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Work Authorization 4to the Professional Service Agreement with Saenz Oil & Gas Services LLC 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 22nd dayof March 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

CONTRACT AMENDMENT #3, WORK AUTHORIZATION #4,
SUPPLEMENTAL #1 TO

PROFESSIONAL SERVICE AGREEMENT WITH SAENZ OIL & GAS
SERVICES, LLC.

♦Contract No. 07-E40-17-10♦

Hidalgo County Regional Mobility Authority (HCRMA)(Authority)

Utility/Pipeline EncroachmentEngineering Analysis

Contract Amendment No. 3

March 22, 2022

Saenz Oil & Gas Services, LLC

ATTACHMENT D-2 SUPPLEMENTAL AGREEMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 1 TO WORK AUTHORIZATION #4 is made pursuant to the terms andconditions of "Attachment A General Provisions, Section 6, Supplemental Agreements of that certain ProfessionalServices Agreement for Engineering Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Saenz Oil & Gas Services, LLC (the Engineer).

The following terms and conditions of the Agreement are hereby amended as follows:

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 1, 2022.

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

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

AUTHORITY	**ENGINEER**
By: _____	By: _____
Name: Pilar Rodriguez	Name: Alfredo Saenz, Jr., P.E.
Title: Executive Director	Title: President/General Manager
Hidalgo County Regional Mobility Authority	Saenz Oil & Gas Services, LLC
Date: _____	Date: _____

Exhibit A

WORK AUTHORIZATION #4

TO

PROFESSIONAL SERVICE AGREEMENT WITH

SAENZ OIL & GAS SERVICES, LLC.

♦Contract No. 07-E40-17-10♦

Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)

High Pressure Gas Line
Relocation
Engineering, Design, &
Inspection Services

Work Authorization No. 4

June 22, 2021

Saenz Oil & Gas Services, LLC

ATTACHMENT D-1

WORK AUTHORIZATION NO.__4__
AGREEMENT FOR ENGINEERING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Engineering Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and SAENZ OIL & GAS SERVICES, LLC (the Engineer).

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

PART II. The maximum amount payable under this Work Authorization is $465,740.75 and the method of payment is LUMP SUM as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Proposal, which is attached and made a part of this Work Authorization.

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

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on January 21, 2022, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under "Article V of that certain Professional Services Agreement for Engineering / Design Services 365 TOLLWAY".

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

Authority
~~THE ENGINEER~~

(Signature)

PILAR RODRIGUEZ
(Printed Name)

EXECUTIVE DIRECTOR
(Title)

6/28/2021
(Date)

Engineer
THE ~~AUTHORITY~~

(Signature)

Name: Alfredo Saenz, Jr., P.E.
(Printed Name)

Title: President
(Title)

25 June 2021
(Date)

LIST OF EXHIBITS

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

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

GENERAL

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

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

PS&E P.S. & E. Development

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

1. Authorization to begin work.
2. Timely payment for work performed by the **Engineer** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project.
5. Review and approve the **Engineer**'s progress schedule with milestone activities and/or deliverables identified.
6. Provide timely review and decisions in accordance with **TxDOT's Advanced Funding Agreement for SH365** in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule identified in Attachment F.
7. Request Project CSJ's from TxDOT.

ROUTE AND DESIGN STUDIES (FC 110)

The **AUTHORITY** will provide the following:

Design Criteria

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

Schematic Update

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

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

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

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

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

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

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

1. Timely review/approval of the Hydraulic Study.

MISCELLANEOUS ROADWAY (FC 163)

The **AUTHORITY** will provide the following:

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

MANAGEMENT (FC 164)

The **AUTHORITY** will provide the following:

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

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

The Work to be performed by Saenz Oil & Gas Services, LLC (SOGS) (CONSULTANT) under this agreement with the Hidalgo County Regional Mobility Authority (HCRMA) (AUTHORITY) will cover surveying, engineering, environmental analysis, geotechnical analysis, project/construction management phase services during the length of this Project from design phase to construction phase. This proposal excludes construction phase services and will be submitted via separate proposal agreement. In addi**?**on, this proposal will cover additional effort associated with any further encroachment evaluations needed to review any changes to the Project as provided by HCRMA.

The **CONSULTANT** will provide the following:

1. **SURVEY PHASE SERVICES:**

A. SURVEY (BOUNDARY & EASEMENT PLATS)

- Boundary site survey to establish existing easement and temporary easement for work space. Each property owner will require easement plat illustrating the existing easement and the temporary work space easement for use during construction. [Assumed. 4 days of Field Boundary Survey: 9 easement plats based on potentially 9 different property owners where the easement traverses].

B. SURVEY (DESIGN, CONSTRUCTION, & AS-BUILT)

- Planimetric/Topo survey, to include one-call needed to have the pipeline Operators field verify via flagging and probing their associated pipeline. It is our understanding that there are other pipelines and utilities within the vicinity of this Project. Survey will not be responsible for probing and or sweeping work area for utility locations, but can be provided as an additional service. One calls will be performed accordingly. [Assumed 4 days of Planimetric Survey].

- Upon NTP for Construction, we will coordinate with the Contractor on Construction staking of the pipeline easement, additional temporary workspace limits, pipeline alignment, and limits of the HDD entry/exit area. [Assumed 2 days of Construction Staking].

- During construction, an as-built survey will be initiated and the plan & profile as-built will be prepared for submittal. This survey process will require onsite survey crew to field survey circumferential welds and pull-back of pipeline; in addition, survey crew will survey cold cut piece and tie-in locations. This scope can be clarified further upon coordination with Lonestar per their specifications. [Assumed 6 days of As-Built, contingent on the construction contractor's progress].

2. **ENGINEERING DESIGN PHASE SERVICES & PROJECT MANAGEMENT:**

A. HDD PIPELINE RELOCATION

- Design plan & profile HDD limits and associated appurtenances; and, submit IFR plans.
- Preparation of civil plan and profile drawing to include associate specifications, associated bill of materials, identification of work areas, and reference to associated industry and/or Lonestar/CAMS standards.
-

B. ASSIST LONESTAR IN THEIR PREPARATION OF THE BID PACKAGE; TO INCLUDE, SUBMITTAL OF IFB DRAWINGS.

- Participation in bid meeting and addressing technical design questions.

C. **ASSIST LONESTAR IN THEIR PREPARATION OF THE CONSTRUCTION PACKAGE; TO INCLUDE, SUBMITTAL OF IFC DRAWINGS**.

- Participation in preconstruction meeting and addressing technical design questions.

D. BID PACKAGE AND CONSTRUCTION MANAGEMENT

- On behalf of Lonestar, CAMS will be preparing the complete bid package and construction package, except SOGS will be providing the HDD design drawings and bill of materials per CAMS review and comments. Refer to the attached proposal from CAMS dated June 9, 2021.

E. GEOTECHNICAL ANALYSIS & REPORT:

- Refer to attached estimate from Tolunay-Wong Engineers, Inc dated May 14, 2021.

F. ENVIRONMENTAL ANALYSIS & REPORT:

- Refer to attached estimate from Landhawk Consulting, LLC dated June 8, 2021.

F. BID PACKAGE, CONSTRUCTION PACKAGE, & CONSTRUCTION

- Refer to attached estimate from CAMS dated June 9, 2021 with detailed task.

EXHIBIT C

WORK SCHEDULE

The CONSULTANT anticipates that work will be performed within 6 months of the Notice to Proceed (NTP).

DELIVERABLE	DURATION
Initial Coordination Meeting	2 weeks after NTP [July 13, 2021]
Survey Phase Services	20 days [August 13, 2021]
Engineering Design Phase	60 days after NTP [Sept. 10, 2021]
Construction Management / Inspection	TBD
Final Report Delivery	TBD
As Build Plan Submittal	TBD

EXHIBIT D

SOGS proposes to provide the indicated Scope of Services and Deliverables described above on a Lump Sum Basis for the amount delineated below in accordance with Contract No. 07-E40-17-10.

Survey (Preliminary, Construc&#65533;on, & As-Built)	**$43,750.00**
Survey (Boundary & Easement Plats)	**$22,990.00**
Engineering (HDD Design IFR, IFB, & IFC Alignment Drawings)	**$38,500.75**
Engineering (HDD Design IFR, IFB, & IFC Alignment Drawings)	**$285,800.00**
Geotechnical Analysis & Report	**$12,860.00**
Environmental Analysis & Report	**$18,970.00**
Subtotal Project Fee =	**$422,870.75**
SOGS 15% Markup (CAMS Effort Only) =	**$42,870.00**
Total Project Fee =	**$465,740.75**

Our fee for these services does not include sales tax or reimbursable expenses, as applicable. For project related travel expenses, fees and out-of-pocket material expenses such as prin&#65533;ng, postage, courier costs, etc., the charges will be billed and paid in accordance with Contract No. 07-E40-17-10.

Mileage will be charged at the current IRS approved rate.

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #:___07-E40-17-10___ Assigned Goal: 12.2% Prime Provider Saenz Oil & Gas Services, LLC

Work Authorization (WA)#: 4 WA Amount: **$465,740.75** Date: ___ Supplemental Work Authorization (SWA) #:_____to WA #:_____SWA Amount: _____

Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Utility/Pipeline Encroachment Engineering Analysis	**$ 465,740.75**
Total Commitment Amount *(Including all additional pages.)*	**$ 465,740.75**

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

Provider Name: Saenz Oil & Gas Services, LLC **Address:** P.O. Box 1108, Rosenberg, Texas 77471**VID Number:** **PH: & FAX:** (832) 491-8656 **Email:** alfredo@saenzoilgas.com	**Name:** Alfredo Saenz, Jr., P.E. ***(Please Print)*** **Title:** President 25 June 2021 **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

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

ENGINEERING & SURVEY SERVICES PROPOSAL

HCRMA Toll 365 - Lonestar Pipeline Relocation - Hidalgo Co., Texas

Survey, Engineering, & Project Management for Pipeline Encroachment Mitigation

Prepared For

Hidalgo County Regional Mobility Authority

Prepared By



TBPE FIRM NO. 15144

MAILING ADDRESS:
P.O. BOX 1108
ROSENBERG, TEXAS 77471

PHYSICAL ADDRESS:
11960 BARKER CYPRESS ROAD, SUITE 100
CYPRESS, TEXAS 77433

Date: June 14, 2021

To: Ramon Navarro IV, P.E., C.F.M.
Hidalgo County Regional Mobility Authority
Chief Construction Engineer

From: Alfredo Saenz Jr., P.E.
Saenz Oil & Gas Services, LLC

RE: Engineering & Survey Services Proposal_Rev02
HCRMA Toll 365 - Lonestar Pipeline Relocation - Hidalgo Co., Texas
Survey, Engineering, & Project Management Services for Pipeline Encroachment Mitigation
SOGS Project No. H01-21001

Saenz Oil & Gas Services, LLC (SOGS) appreciates the opportunity to offer the Hidalgo County Regional Mobility Authority (HCRMA) our services for the surveying, engineering design, & project management mitigation associated with adverse impacts on Lonestar Pipeline Company, LLC (Lonestar) 8-inch high-pressure natural gas pipeline. These adverse impacts to the pipeline are caused by the proposed Toll 365 highway construction and drainage improvements crossing the referenced pipeline near Toll 365 Station 818+00 in Hidalgo County, Texas ("Project" hereafter). This proposal covers surveying, engineering, environmental analysis, geotechnical analysis, project/construction management phase services during the length of this Project from design phase to construction phase. This proposal excludes construction phase services and will be submitted via separate proposal agreement. In addition, this proposal will cover additional effort associated with any further encroachment evaluations needed to review any changes to the Project as provided by HCRMA.

BACKGROUND, PURPOSE AND AUTHORIZATION

It is our understanding that the proposed Toll 365 highway consists of elevated embankment fill to construct 70-foot wide total pavement width, proposed frontage roads, and associated combination of open drainage ditches and storm pipe crossing Lonestar's 8-inch pipeline. As part of the Project, the existing North Floodway Levee will be removed, and a new levee will be constructed parallel the Toll 365 highway embankment. The mitigation option selected is to install a new pipeline at a lower elevation via HDD method and remove the existing pipeline where applicable. The relocation is anticipated to be approximately 800 to 1,000 linear feet, subject to preliminary design survey and site visit to evaluate field conditions for constructability assessment.

It is assumed that the Lonestar 8-inch pipeline will be temporarily placed out-of-service per industry safe procedures to allow for new pipeline tie-ins to be performed.

The expectation is to provide a design that is safe for construction, minimizes environmental impacts, and is cost effective for all stakeholders; in accordance with, CFR 192, TAC 21.40, API 1102, and associated Lonestar/CAMS Construction Specification for Land Pipeline Construction; specifically the following sections, LP-02 Survey, LP-011 Road & Rail Crossings, and certain aspects associated with HDD design in section LP-017.

SCOPE OF SERVICE & DELIVERABLES

Based on information gathered from the scope of work description we received, we propose that our scope of services include the services described as follows:

SURVEY PHASE SERVICES:

1. **SURVEY (DESIGN, CONSTRUCTION, & AS-BUILT) = $43,750**
   a) Planimetric/Topo survey, to include one-call needed to have the pipeline Operators field verify via flagging and probing their associated pipeline. It is our understanding that there are other pipelines and utilities within the vicinity of this Project. Survey will not be responsible for probing and or sweeping work area for utility locations, but can be provided as an additional service. One calls will be performed accordingly.
      - Assumed 4 days of Planimetric Survey.
   b) Upon NTP for Construction, we will coordinate with the Contractor on Construction staking of the pipeline easement, additional temporary workspace limits, pipeline alignment, and limits of the HDD entry/exit area.
      - Assumed 2 days of Construction Staking.
   c) During construction, an as-built survey will be initiated and the plan & profile as-built will be prepared for submittal. This survey process will require onsite survey crew to field survey circumferential welds and pull-back of pipeline; in addition, survey crew will survey cold cut piece and tie-in locations. This scope can be clarified further upon coordination with Lonestar per their specifications.
      - Assumed 6 days of As-Built, contingent on the construction contractor's progress.

2. **SURVEY (BOUNDARY & EASEMENT PLATS) = $22,990 (TAXABLE SERVICE)**
   a) Boundary site survey to establish existing easement and temporary easement for work space. Each property owner will require easement plat illustrating the existing easement and the temporary work space easement for use during construction.
      - Assumed 4 days of Field Boundary Survey.
      - Assumed 9 easement plats based on potentially 9 different property owners where the easement traverses.

ENGINEERING DESIGN PHASE SERVICES & PROJECT MANAGEMENT:

3. **HDD PIPELINE RELOCATION = ITEMS 3 THRU 5 = $38,500.75**
   a) Design plan & profile HDD limits and associated appurtenances; and, submit IFR plans.
   b) Preparation of civil plan and profile drawing to include associate specifications, associated bill of materials, identification of work areas, and reference to associated industry and/or Lonestar/CAMS standards.
4. Assist Lonestar in their preparation of the bid package; to include, submittal of IFB drawings.
   a) Participation in bid meeting and addressing technical design questions.
5. Assist Lonestar in their preparation of the construction package; to include, submittal of IFC drawings.
   b) Participation in preconstruction meeting and addressing technical design questions.
6. **Bid Package and Construction Management**
   a) On behalf of Lonestar, CAMS will be preparing the complete bid package and construction package, except SOGS will be providing the HDD design drawings and bill of materials per

CAMS review and comments. Refer to the attached proposal from CAMS dated June 9, 2021 and Item 9 noted below.

GEOTECHNICAL ANALYSIS & REPORT:

7. GEOTECHNICAL = $12,860

a) Refer to attached estimate from Tolunay-Wong Engineers, Inc dated May 14, 2021.

ENVIRONMENTAL ANALYSIS & REPORT:

8. ENVIRONMENTAL = $18,970

a) Refer to attached estimate from Landhawk Consulting, LLC dated June 8, 2021.

BID PACKAGE, CONSTRUCTION PACKAGE, & CONSTRUCTION MANAGEMENT:

9. CAMS = $285,800

a) Refer to attached estimate from CAMS dated June 9, 2021 with detailed task.

PROJECT SCHEDULE:

We are prepared to strive forward toward the achievement of any reasonable project schedule that may be determined appropriate for the Project. We are prepared to begin work immediately after receipt of an executed Work Authorization.

CLIENT PROVIDED INFORMATION

The following items are required from to initiate the Scope of Services and Deliverables on this project, including but not limited to:

1. HCRMA to provide executed issuance of a Work Authorization upon review and approval of this proposal.
2. Lonestar/CAMS shall provide associated in-house standards to be implemented in the design accordingly.
3. Lonestar/CAMS shall provide pipeline alignment and/or as-built drawings, to include pipeline easement document information.
4. HCRMA will provide Land support for temporary work space easement acquisition and site access, to include establishment of existing pipeline easement. SOGS will provide temporary work space plats submitted to HCRMA for their effort in coordination with Land Owner(s).
5. HCRMA to provide CAD files for reference of proposed Toll 365 appurtenances and right of way limits.
6. HCRMA will execute construction contract with selected Contractor and CAMS will perform bid phase services and construction management phase services.

FEES

SOGS proposes to provide the indicated Scope of Services and Deliverables described above on a Lump Sum Basis for the amount delineated below in accordance with Contract No. 07-E40-17-10.

Survey (Preliminary, Construction, & As-Built)	**$43,750.00**
Survey (Boundary & Easement Plats)	**$22,990.00**

Engineering (HDD Design IFR, IFB, & IFC Alignment Drawings)	**$38,500.75**
Engineering (HDD Design IFR, IFB, & IFC Alignment Drawings)	**$285,800.00**
Geotechnical Analysis & Report	**$12,860.00**
Environmental Analysis & Report	**$18,970.00**
Subtotal Project Fee =	**$422,870.75**
SOGS 15% Markup (CAMS Effort Only) =	**$42,870.00**
Total Project Fee =	**$465,740.75**

Our fee for these services does not include sales tax or reimbursable expenses, as applicable. For project-related travel expenses, fees and out-of-pocket material expenses such as printing, postage, courier costs, etc., the charges will be billed and paid in accordance with Contract No. 07-E40-17-10. Mileage will be charged at the current IRS approved rate.

ADDITIONAL SERVICES, IF NEEDED:

Any 'Additional Services', which would require additional compensation to SOGS, must have prior written, and/or electronic, approval by HCRMA.

Regards,
Saenz Oil & Gas Services, LLC

Alfredo Saenz Jr., PE
Project Manager
alfredo@saenzoilgas.com
Cell: (832) 491-8656

HCRMA/Lonestar Pipe
Toll 365 - 8" Lonestar Pipeline Replacement via HDD
SURVEY, ENGINEERING, AND CONSULTING SERVICES
ESTIMATED WORK HOUR / COST BREAKDOWN

	HDD ENGINEERING Design Effort								Sub Consultants & SOGS Management Effort					
	ENGINEERING			DRAFTING										
TASK / DELIVERABLES	Program Manager	PROJECT MANAGER	PROJECT ENGINEER	SENIOR DESIGNER	DRAFTING ASSOCIATE	Project Controls	ADMIN	Total Engineering	Survey (SAM)	Geotech (Tolunay-Wong)	Environmental (Landhawk)	CAMS	Sub Total Cost Per Subconsultants & Per Task	SOGS 15% Markup (CAMS Effort Only)
Preliminary Engineering Assessment	8	20	10	10		8	8	64						
Planimetric Survey (Design Survey)									$ 14,000.00				$ 14,000.00	
Boundary Survey (Easement Plats)									$ 11,495.00				$ 11,495.00	
CAMS Task 1a - Review Prelim Plat & Provide Docs.												$ 8,574.00	$ 8,574.00	$ 1,286.10
Geotech Analysis & Report										$ 12,860.00			$ 12,860.00	
CAMS Task 2b - Review Geotech. Report												$ 5,716.00	$ 5,716.00	$ 857.40
Envi (Threatened/Endangered Species Report)											$ 4,192.00		$ 4,192.00	
Envi (Wetlands Survey & Report)											$ 4,588.00		$ 4,588.00	
Envi (Cultural Resources & Invest. Report)											$ 5,272.00		$ 5,272.00	
Envi (IBWC License Obtainment)											$ 1,634.00		$ 1,634.00	
Envi (GIS Work)											$ 1,650.00		$ 1,650.00	
												Preliminary Engineering Assessment =	**$ 69,981.00**	**$ 2,143.50**
Engineering Design Package Submittal (IFR)	4	13	10	10	15	5	3	60						
Survey (IFR HDD Alignment Drawing)									$ 1,250.00				$ 1,250.00	
CAMS Task 2a - Review IFR, Calcs. & Provide Docs.												$ 14,290.00	$ 14,290.00	$ 2,143.50
Boundary Survey (Easement Plats)									$ 11,495.00				$ 11,495.00	
CAMS Task 1b - Review Final Plat												$ 8,574.00	$ 8,574.00	$ 1,286.10
Envi (IBWC License Obtainment)											$ 1,634.00		$ 1,634.00	
CAMS Task 2c - Review Final Environmental Report												$ 5,716.00	$ 5,716.00	$ 857.40
												Engineering Design Package Submittal (IFR) =	**$ 42,959.00**	**$ 4,287.00**
Bid Package Submittal (IFB)	12	33	20	10	15	13	9	112						
Survey (IFB HDD Alignment Drawing)									$ 1,250.00				$ 1,250.00	
CAMS Task 3a - Review IFB & Calcs.												$ 11,432.00	$ 11,432.00	$ 1,714.80
CAMS Task 3b - Prepare Bid Docs. & Bidders List												$ 34,296.00	$ 34,296.00	$ 5,144.40
CAMS Task 3c - Pre-bid Mtg. & Bid Clarifications												$ 14,290.00	$ 14,290.00	$ 2,143.50
CAMS Task 3d - Bid Evaluation & Recommendation												$ 20,006.00	$ 20,006.00	$ 3,000.90
												Bid Package Submittal (IFB) =	**$ 81,274.00**	**$ 12,003.60**
Construction Package Submittal (IFC)	8	15	10	9	10	10	6	68						
Survey (IFC HDD Alignment Drawing)									$ 1,250.00				$ 1,250.00	
CAMS Task 4a - Review IFC & Calcs.												$ 14,290.00	$ 14,290.00	$ 2,143.50
CAMS Task 3e - Review Construction Contract												$ 20,006.00	$ 20,006.00	$ 3,000.90
CAMS Task 3f - Pre-construction Mtg. & Clarifications												$ 14,290.00	$ 14,290.00	$ 2,143.50
												Construction Package Submittal (IFC) =	**$ 49,836.00**	**$ 7,287.90**
Construction Phase														
CAMS Task 4b.i - Contractor Mobilization												$ 28,580.00	$ 28,580.00	$ 4,287.00
Survey (Construction Staking)									$ 7,000.00				$ 7,000.00	
CAMS Task 4b.ii - Complete Pre-pullback Hydrotest												$ 28,580.00	$ 28,580.00	$ 4,287.00
CAMS Task 4b.iii - Complete All Field Work												$ 28,580.00	$ 28,580.00	$ 4,287.00
Survey (As-Built)									$ 19,000.00				$ 19,000.00	
CAMS Task 4b.iiii - Final Acceptance												$ 28,580.00	$ 28,580.00	$ 4,287.00
												Construction Phase =	**$ 140,320.00**	**$ 17,148.00**
Total Man-Hours (HDD Engineering)	**32**	**80**	**50**	**39**	**40**	**36**	**26**	**Engineering**	**Survey**	**Geotech**	**Environmental**	**CAMS**	**Total Subs**	**Total Project**
Labor Rate	$ 190.12	$ 165.62	$ 147.00	$ 103.88	$ 92.12	$ 73.50	$ 54.88							
Project Labor Cost	$ 6,083.84	$ 13,249.60	$ 7,350.00	$ 4,059.63	$ 3,684.80	$ 2,646.00	$ 1,426.88		$ 66,740.00	$ 12,860.00	$ 18,970.00	$ 285,800.00	$ 384,370.00	$ 42,870.00
Non-Labor Cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -							
Expenses (Per Diem, Repro, CAD, Travel, Supplies, Etc)														
Total Project Cost	**$ 6,083.84**	**$ 13,249.60**	**$ 7,350.00**	**$ 4,059.63**	**$ 3,684.80**	**$ 2,646.00**	**$ 1,426.88**	**$ 38,500.75**	**$ 66,740.00**	**$ 12,860.00**	**$ 18,970.00**	**$ 285,800.00**	**$ 384,370.00**	**$ 465,740.75**

Description:

1. **Effort includes time to manage subs and overhead to prepare invoices for processing payment.**
2. **CAMS's task are per proposal dated June 9, 2021 and associated clarifications noted by CAMS in this proposal.**
3. **Invoicing will be based on percent complete per each task and deliverable.**

CAMS
Consolidated Asset Management Services

June 9, 2021

Mr. Alfredo Saenz Jr., PE
Saenz Oil & Gas Services
PO Box 1108
Rosenberg, TX 77471

RE: ENGINEERING, QA/QC, CONSTRUCTION AND PROJECT MANAGEMENT SERVICES FOR THE RELOCATION OF LONESTAR PIPELINE - HCRMA SH-365 TOLL ROAD PROJECT

Mr. Saenz:

This letter and proposal is in response to the request of Saenz Oil & Gas (SOGS) on behalf of the HCRMA for the relocation of the Lonestar Pipeline due to the proposed SH-365 Toll Project. CAMS Midstream Services (CAMS) and M&H Engineering Services (as a subcontractor to CAMS Midstream) propose to provide the various services outlined in your request for proposal dated May 24, 2021. CAMS is pleased to provide the following proposal for services and costs to support the engineering, QA/QC, construction and project management for the subject relocation.

Based on scope of work provided by SOGS to CAMS on May 24th, CAMS' proposal shall include the following, except as clarified below, some of which shall be provide by a licensed Texas Professional Engineer:

ISSUED FOR REVIEW PHASE:

1. **SURVEY (PLANIMETRIC/TOPO & BOUNDARY FOR CONSTRUCTION EASEMENT PLAT)**
   a) **Task(s):** Review the initial draft easement plat as it relates to the existing permanent easement description and temporary work space limits as noted on the plat. Provide recorded documents of the existing easement within this project limits and any other pertinent permits/right-of-way agreements. Provide pipeline alignment and/or as-built drawings.
   b) **Task(s):** Review the final easement plat as it relates to the existing permanent easement description and temporary work space limits as noted on the plat; and, verify all previous comments were addressed.

2. **ALIGNMENT DRAWING (HDD DESIGN), GEOTECHNICAL REPORT, & ENVIRONMENTAL REPORT**
   a) **Task(s):** Review and provide comments on the IFR HDD design drawing to verify accordance with specifications, standards, applicable regulatory requirements, constructability, stress analysis, and other CAMS applied QA/QC specifications per current standards. Provide internal bid documents to be applied in IFB phase.

b) **Task(s):** Review and provide comments on the geotechnical report.
c) **Task(s):** Review and provide comments on the environmental report.

ISSUED FOR BID PHASE:

3. **ALIGNMENT DRAWING (HDD DESIGN) & BID DOCUMENTS**
   a) **Task(s):** Review and provide comments on the IFB HDD design drawing to verify accordance with specifications per IFR comments, bill of materials and other CAMS applied *QNQC* specifications per current standards.
   b) **Task(s):** Review and provide comments on bid documents and other CAMS applied *QNQC* specifications for bidding process. Provide recommended list of Contractors and provide documents that selected Contractors are on CAMS approved vendor list.
   c) **Task(s):** Participate in pre-bid meeting and in addressing questions/clarifications from Contractors.
   d) **Task(s):** Review and approve qualified selected Contractor; to include, provide bid tabulation and letter of recommendation for the selected Contractor. Selected Contractor shall provide construction schedule for review and approval by SOGS, HCRMA, and CAMS.
   e) **Task(s):** Assist in reviewing the contract for construction between the selected Contractor and HCRMA.
   f) **Task(s):** Participate in pre-construction meeting and m addressing questions/clarifications from Contractors.

ISSUED FOR CONSTRUCTION PHASE:

4. **ALIGNMENT DRAWING (HDD DESIGN) & BID DOCUMENTS**
   a) **Task(s):** Review and provide comments on the IFC HDD design drawing to verify accordance with specifications per IFB comments, bill of materials and other CAMS applied *QNQC* specifications per current standards. These changes to the IFC are either based on comments or clarifications presented during the bid phase. Any majorchanges to the IFC drawings will be amendment and may require a scope change in the Contractor's bid.
   b) **Task(s):** CAMS will provide Construction Management services (construction manager and qualified site inspector(s)).
      1. As per CAMS "Construction Specification for Land Pipeline Construction", CAMS's construction manager and/or site inspector will be responsible for assuring project Contractor and construction activities are in accordance with bid construction documents and all applicable construction standards; to include, industry regulations standards, preparation of job plan, and safety of the on-site project.
      11. Coordinate progress meetings with SOGS, Surveyor, Inspector, and Contractor regarding work reports, schedule, billing statements, redlined drawings for assembly of final as-built construction documents.
      111. Responsibly execute Final Acceptance of the project construction; to include but not limited to acceptance of welding procedures performed and hydrostatic testing performed in coordination between the Contractor and CAMS.

SOGS Provided Information

The following items and services will be provided by SOGS as requested:

1. During Construction Phase, SOGS will provide timely engineering assistance in tasks associated specifically with the HDD design. For example, after pilot hole is completed, CAMS shall provide SOGS the drill profile for review and approval to verify stress analysis and other HDD aspects are in compliance.

   a) Upon NTP for Construction, SOGS will coordinate with CAMS on Construction staking of the pipeline easement, additional temporary workspace limits, pipeline alignment, and limits of the HDD entry/exit area.
      - Not to exceed 2 days of Construction Staking.

   b) During construction, an as-built survey will be initiated and the plan & profile as-built will be prepared for submittal. This survey process will require onsite survey crew to field survey circumferential welds and pull-back of pipeline; in addition, survey crew will survey cold cut piece and tie-in locations. This scope can be clarified further upon coordination with CAMS per their specifications.
      - Not to exceed 6 days of As-Built, contingent on the construction Contractor's progress. If it is anticipated that the 6 days will be exceeded, meeting shall be held to evaluate and discuss efficiency of the Contractor's progress.

The above scope of work for this project is modified based on the clarifications below:

- "Design" and "Bid" phase work has been estimated based on Saenz' task descriptions.
- "Construction" phase work has been estimated based on a recently completed HDD project for the pipeline, and includes job books as project documentation.
- Coordination ofIBWC license amendment for the levee crossing has been added to the scope of Task 3b. Progress measurement for this task shall be based on submittal of all required documentation to IBWC, rather than on receipt of approval from IBWC.
- CAMS will now prepare the construction scope of work and bid package and provide input to the construction contract package as part of the scope of Task 3b. The actual construction package will be prepared by HCRMA since the Contractor selected will be compensated by HCRMA. SOGS and CAMS will have input on the construction contract; to include, providing the IFC drawings, scope of work, job plan, etc.
- The construction scope of work needs to clarify that HCRMA has designated CAMS/M&H as Construction Manager, and that each shall have authority to direct the contractor on behalf ofHCRMA. CAMS and M&H will align with HCRMA on any major decisions, if any may arise.
- The construction contractor will place all purchase orders for materials based on approved bills of material, drawings and specifications.
- SOGS provided the following clarifications of the expected invoice payment process, and cycle times for HCRMA. Such payment terms must be incorporated in the agreement between CAMS and SOGS.
  - CAMS will submit invoice to SOGS by 1st week of month. SOGS will review and prepare invoice package in accordance with its MSA with HCRMA. SOGS will submit by mid-week for HCRMA initial review. If

no comments, the HCRMA board meets on 4th Tuesday of every month to approve invoices. Upon approval, on the 4th Tuesday, SOGS typically receives payment within 30 days after approval. Once SOGS receives payment from HCRMA, SOGS will submit payment to CAMS within one (1) business day of receipt.

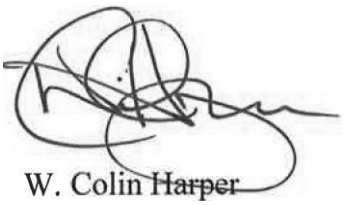
- Payments shall be made in accordance with the Lump Sum progress payment schedule attached hereto.

CAMS Midstream would envision implementing the aforementioned services for SOGS in the following manner:

- Execute a Contract between SOGS and CAMS Midstream to provide the selected services for the subject relocation project; and
- Coordinate with SOGS and HCRMA regarding the proposed project and CAMS services; Provide the services outlined in the scope of work in conjunction with the clarifications provided above.

Thank you for the opportunity to submit this proposal for the subject Lonestar Pipeline relocation services for Saenz Oil & Gas Services. We look forward to receiving your comments on the proposed Professional Services Agreement provided by CAMS.

Best regards,



W. Colin Harper
Sr. Vice President
CAMS Midstream Services, LLC

Attachments

Proposed Lump Sum for Outlined Scope of Services

Proposed Lump Sum Project Amount: $285,799

CAMS Lonestar Pipeline 365 Toll Project
QA/QC and Construction Management Estimate

Item	Task(s)	$285,799	Progress Payments
	Design Phase		
1a	Review initial plat, provide documents	3%	$8,574
1b	Review final plat	3%	$8,574
2a	Review IFR drawings/calcs, provide documents	5%	$14,290
2b	Review geotechnical report	2%	$5,716
2c	Review environmental report	2%	$5,716
	Bid Phase		
3a	Review IFB drawings/calculations	4%	$11,432
3b	Prepare bid documents; bidders list	12%	$34,296
3c	Pre-bid meeting, bid clarifications	5%	$14,290
3d	Bid evaluation/recommendation	7%	$20,006
3e	Review construction contract	7%	$20,006
3f	Pre-construction meeting/clarifications	5%	$14,290
	Construction Phase		
4a	Review IFC drawings	5%	$14,290
4b.i	Contractor Mobilization	10%	$28,580
4b.ii	Complete pre-pullback hydrotest	10%	$28,580
4b.iii	Complete all field work	10%	$28,580
4b.iv	Final Acceptance, project documentation	10%	$28,580
		100%	**$285,799**

6/8/2021

Proposed Budget for Lonestar Pipeline Relocation (Environmental)

IBWC License

Task 1. Threatened and Endangered Species Survey and Report

Senior Wildlife Biologist: $75/hour
Wildlife Biologist $67/ hour

Field Survey/Travel Time: 8 hours x $75 =$600.00
8 hours x $67 = $536.00

Mileage: 100 miles x $0.56 = $56.00

Field work total: $1,192.00

Report development: 40 hours x $75 = $3,000.00

Reporting work total: $3,000.00

Task 1 Total: $4,192.00

Task 2 Wetlands Survey and Report
Senior Wetland Scientist: $95/hour

Field Survey/Travel Time: 8 hours x $95 = $760.00

Mileage: 50 miles x $0.56 = $28.00

Field work total: $788.00

Report Development: 40 hours x $95 = $3,800.00

Reporting work total: $3,800.00

Task 2 Total: $4,588.00

GIS work
GIS technician: $55 x 30 = $1,650.00

GIS work total: $1,650.00

Task 3 Cultural Resources Investigations and Report
Senior Archaeologist: $95/hour
Archaeologist: $75/hour

Field survey/Travel time: 8 hours x $95 = $760.00
8 hours x $75 = $600.00
Mileage: 200 x $0.56 = $112.00

Field work total: $1,472.00

Report development: 40 hours x $95 = $3,800.00

Reporting work total: $3,800.00

Task 3 Total: $5,272.00

Task 4 IBWC License Obtainment
Coordination with USACE: 4 hours x $57.00 = $228.00
Coordination with USFWS: 4 hours x $57.00 = $228.00
Coordination with THC: 4 hours x $57.00 = $228.00
Coordination with TPWD: 4 hours x $57.00 = $228.00
Coordination with TCEQ: 4 hours x $57.00 = $228.00
Coordination with IBWC: 4 hours x $57.00 = $228.00
Coordination total: $1,368.00

Overall project management: 20 hours x $95 = $1,900.00

Task 4 Total: $3,268.00

Grand total: $18,970.00

Thank you,

J.D. Cortez
President/Senior Wildlife Biologist
Landhawk Consulting, LLC
jcortez@landhawkconsulting.com
956.463.6729

Tolunay-Wong Engineers, Inc.

2455 West Cardinal Drive, Suite A - Beaumont, Texas 77705 - Phone (409) 840-4214

Proposed Budget Estimate					
Description		Unit	Quantity	Rate	Extension
Pre-Commencement Activities					
1	Senior Project Manager	hour	2	$200.00	$400.00
2	Project Professional	hour	2	$130.00	$260.00
3	Field Services Supervisor	hour	2	$95.00	$190.00
4	Support Vehicle	trip	1	$75.00	$75.00
Field Program					
5	Transports of Geotechnical Equipment	each	2	$700.00	$1,400.00
6	2-man Crew/Equipment	day	1	$2,800.00	$2,800.00
7	Senior Technician	day	1	$1,050.00	$1,050.00
8	Grouting	foot	150	$4.00	$600.00
9	Support Vehicle	day	1	$75.00	$75.00
10	Crew Per Diem	day	1	$350.00	$350.00
11	Field Services Supervisor	hour	4	$95.00	$380.00
Laboratory Testing					
12	Geotechnical Index/Strength Testing	foot	150	$12.00	$1,800.00
Log Compilation/Factual Report Preparation					
13	Senior Project Manager	hour	4	$200.00	$800.00
14	Project Professional	hour	16	$130.00	$2,080.00
15	Staff Professional	hour	6	$100.00	$600.00
Total Budget Estimate					**$12,860.00**

General Notes:

1) TWE's scope of services includes a geotechnical study for the relocation of the 8-in Lonestar Pipeline in McAllen, Texas using HDD methods. Two (2) test borings are proposed to depths of 75-ft below grade. The boring locations are shown on TWE Drawing No. P21-B175.1 and will be identified in the field using a hand-held GPS unit.

2) TWE will subcontract a conventional highland buggy-mounted geotechnical drilling rig and two (2) person crew to perform standard dry auger and wash-rotary drilling and sampling services. A TWE Geotechnician will be provided for site coordination and logging of the boreholes.

3) Laboratory testing on soil samples will include standard geotechnical index and strength properties including moisture content, unit weight, Atterberg limits, grain size distribution and compressive strength.

4) Engineering analysis will be performed using the information obtained from the field and laboratory programs to provide the Client with the geotechnical data needed to assist them with the calculation of maximum mud pressures during HDD activities and appropriate factor of safety against hydrofracture. Our final report will include a discussion regarding the subsurface conditions encountered, detailed boring logs, geotechnical design parameters and allowable formation limit pressures associated with the project site

5) Pre-commencement will require five (5) to ten (10) working days. The field program will require one (1) working day. Laboratory testing will require three (3) to five (5) working days. Engineering analysis and reporting will require five (5) to ten (10) working days. Our overall project duration is expected to be three (3) to four (4) weeks from field commencement to report submittal.

Exclusions:

1) Environmental assessments for the presence or absence of hazardous or toxic materials within or on the soil, air or water at the site.

2) Surveying to provide precise geographical, state plane or plant coordinates and ground surface elevations at each test boring location.

3) Pre-clearance hydroexcavation or geophysical explorations using ground penetrating radar (GPR), electromagnetic (EM) or radio-detection (RD) utility locating equipment at each boring location to identify possible unknown subsurface utilities, pipelines, obstructions or anomalies.

4) Isolation casing and/or environmental drilling methods [i.e. hollow-stem auger (HSA) methods] within environmentally sensitive or impacted soils.

5) Containment and/or handling of cuttings and fluids generated from the test boring activities or decontamination of equipment.

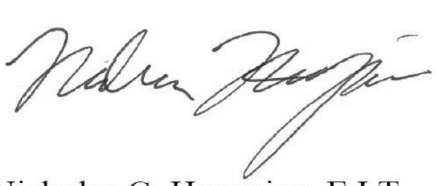
6) Traffic control plans, equipment or personnel.

Closing:

If you have any questions regarding this revised budget estimate, please contact us at (713) 722-7064. We appreciate your consideration for this project and we look forward to continuing our working relationship with Saenz Oil and Gas Services, LLC.

Sincerely,

TOLUNAY-WONG ENGINEERS, INC.
TBPELS Firm Registration Number F-000124



Nicholas G. Hacopian, E.I.T.
Geotechnical Engineer



Tyler G. Henneke, P.E.
Vice President

NGH/TGH/ngh

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Item 3J

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3J**
PLANNING COMMITTEE		**DATE SUBMITTED**	**03/11/22**
FINANCE COMMITTEE		**MEETING DATE**	**03/22/22**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2022-25 - CONSIDERATION AND APPROVAL OF AMENDMENT TO SCHEDULE A OF THE THIRD AMENDED INTERLOCAL AGREEMENT FOR ADMINISTRATIVE SERVICES BETWEEN THE CITY OF PHARR AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

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

   Approving Resolution 2022-25 -- amendment to Schedule A of the Third Amended Interlocal Agreement for Administrative Services between the City of Pharr and the Hidalgo County Regional Mobility Authority.

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

4. Budgeted: ___Yes ___No X N/A

5. Staff Recommendation**: Motion to approve Resolution 2022-25 - Consideration and Approval of amendment to Schedule A of the Third Amended Interlocal Agreement for Administrative Services between the City of Pharr and the Hidalgo County Regional Mobility Authority, as presented.**

6. Program Manager's Recommendation: ___Approved ___Disapproved **X** None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: X Approved ___Disapproved ___None

9. Chief Auditor's Recommendation: ___Approved ___Disapproved **X** None

10. Chief Financial Officer's Recommendation: ___Approved ___Disapproved X None

11. Chief Development Engineer's Recommendation: ___Approved ___Disapproved X None

12. Chief Construction Engineer's Recommendation: ___Approved ___Disapproved X None

13. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION 2022 - 25

DISCUSSION AND CONSIDERATION OF AMENDMENT TO SCHEDULE A OF THE THIRD AMENDED INTERLOCAL AGREEMENT FOR ADMINISTRATIVE SERVICES BETWEEN THE CITY OF PHARR AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 22nd day of March, 2022 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, the Authority requires administrative support and staffing to undertake its duties and responsibilities;

WHEREAS, the Authority entered into an Interlocal Agreement with the City of Pharr for administrative services, effective on June 20, 2012 and amended and restated on April 4, 2014; on July 28,2015; and, again amended and restated and September 28, 2021; and

WHEREAS, the Board now finds it to be in the best interest of the Authority to amend Schedule A of the agreement to include vehicle rentals for construction inspectors as part of the 365 Tollway Project contruction;

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 authorizes the Chairman to execute the amended Schedule A of the Third Amended and Restated Agreement with the City of Pharr, attached hereto in substantially final form as Exhibit A.

* * *

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 22nd day of March, 2022 at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary / Treasurer

Exhibit A

AMENDED SCHEDULE A TO THE
THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR
ADMINISTRATIVE SERVICES

THIRD AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR
ADMINISTRATIVE SERVICES

Revising Schedule A to the Second Amended and Restated Interlocal Agreement for Administrative Services to include vehicle rental

SCHEDULE A
updated as of March 22, 2022

Administrative Services Requested by the HCRMA and Approved by the City

$180.00	Monthly/Internet/Phone Connection
$20.00	Monthly/ Each Extension
$5.00	Monthly/ Fax line
$30.00	Monthly/ Each Email Account (with Outlook Sync/SPAM Protection/Email Anti-virus)
$75.00	Monthly/ Conference Bridge Access
$75.00	Monthly/ Video Conference System Access
$150.00	Monthly /200 GB Network storage / $75.00 each additional 100 GB of storage (backup included – weekly)
$100.00	Monthly/ General IT Service Support/Server Management
$20.00	Monthly/ hosting of RMA website (4GB Max) _ Requires utilization of city web contractors for security purposes.
$400.00	Monthly/ Video Production & Archive of Meetings
Varies*	Monthly/ Vehicle Rental

*Fee varies depending on vehicle type (passenger vehicle or light truck)

* * *

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

CITY OF PHARR

_____
Ambrosio "Amos" Hernandez, Mayor

Date: _____

Attest**:**

_____
Imelda Barrera, Assistant City Clerk

Approved as to form:

_____
City Attorney

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

_____
S. David Deanda, Jr., Chairman

Date: _____

Attest:

_____
Ezequiel Reyna, Jr., Secretary/Treasurer

Approved as to form:

_____
Blakely L. Fernandez, Board Attorney - HCRMA

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 6281359

Prepared For: City of Pharr
Garza, Olga

Date 03/16/2022
AE/AM SO4/OA0

Unit #
Year 2022 **Make** Ford **Model** F-150
Series XL 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB
Vehicle Order Type In-Stock **Term** 48 **State** TX **Customer#** 611738

x 6 TRUCKS TOTAL

$ 45,115.00		Capitalized Price of Vehicle [1]
$ 0.00	*	License and Certain Other Charges 6.2500% **State** TX
$ 158.50	*	Initial License Fee
$ 0.00		Registration Fee
$ 310.00		Other: (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 45,425.00		Total Capitalized Amount (Delivered Price)
$ 613.24		Depreciation Reserve @ 1.3500%
$ 187.06		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) [2]
$ 800.30		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 0.00		Physical Damage Management — Comp/Coll Deductible 0 / 0
$ 32.19		Full Maintenance Program [3] Contract Miles 34,000 — OverMileage Charge $ 0.0450 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included
$ 32.19		**Additional Services SubTotal**
$ 0.00		Use Tax 0.0000% **State**
$ 832.49		**Total Monthly Rental Including Additional Services**
$ 15,989.48		Reduced Book Value at 48 Months
$ 400.00		Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	HCRMA
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Black w/Medium Dark Slate w/Vinyl 40/20
Lic. Plate Type	Government
GVWR	0

Quote based on estimated annual mileage of 8,500
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Pharr

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

[2] Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	$ 60.00
Courtesy Delivery Fee	C	$ 250.00
Total Other Charges Billed		$ 0.00
Total Other Charges Capitalized		$ 310.00
Other Charges Total		$ 310.00

Open-End (Equity) Lease Rate Quote

Quote No: 6281359

VEHICLE INFORMATION:

2022 Ford F-150 XL 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB - US

Series ID: W1E

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$39,355	$41,210.00
Total Options	$2,766.00	$3,040.00
Destination Charge	$1,695.00	$1,695.00
Total Price	**$43,816.00**	**$45,945.00**

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White

Interior: AS-(0 I) Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
101A	Equipment Group 101A High	$154.00	$170.00
145WB	145" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
425	50 State Emissions	NC	NC
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
50S	Cruise Control	Included	Included
53B	Class IV Trailer Hitch Receiver	$186.00	$205.00
57Q	Rear Window Defroster	$200.00	$220.00
64C	Wheels: 17" Silver Steel	Included	Included
76R	Reverse Sensing System	Included	Included
91P	8-Way Power Driver's Seat w/Power Lumbar (Fleet)	$319.00	$350.00
924	Rear Window Fixed Privacy Glass	$91.00	$100.00
995	Engine: 5.0L V8	$1,816.00	$1,995.00
A	Vinyl 40/20/40 Front Seat	NC	NC
AS_02	(0 I) Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	NC	NC
NNGV6	GVWR: 7,050 lbs Payload Package	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included	Included
STDTR	Tires: 265/70R17 BSW A/T	Included	Included
SYNC	SYNC 4	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X27	3.31 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote manual folding side-view door mirrors
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers with body-coloured rub strip
- Rear Step Bumper: rear step bumper
- Front Tow Hooks: 2 front tow hooks
- Front License Plate Bracket: front license plate bracket
- Box Style: regular
- Body Material: aluminum body material
- : class IV trailering with harness, hitch
- Grille: black grille

Convenience Features:

- Air Conditioning manual air conditioning
- Air Filter: air filter
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver and passenger 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Remote Engine Start: remote engine start - smart device only (subscription required)
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Emergency SOS: SYNC 4 911 Assist emergency communication system
- Front Cupholder: front and rear cupholders
- Overhead Console: mini overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Dashboard Storage: dashboard storage
- Interior Concealed Storage: interior concealed storage
- IP Storage: bin instrument-panel storage
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

- radio AM/FM stereo with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: FordPass Connect 4G internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off aero-composite halogen headlamps
- Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
- Cab Clearance Lights: cargo bed light
- Front Wipers: variable intermittent wipers
- Rear Window Defroster: rear window defroster
- Tinted Windows: deep-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front reading lights

Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltometer: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Interior Accents: metal-look interior accents

Standard Engine:

Engine 400-hp, 5.0-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

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Item 3K

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3K**
PLANNING COMMITTEE		**DATE SUBMITTED**	**03/14/22**
FINANCE COMMITTEE		**MEETING DATE**	**03/22/22**
TECHNICAL COMMITTEE			

1. Agenda Item: **Resolution 2022-26 Consideration and Approval of Contract with Strike, LLC for relocation of an 8" gas pipeline on the 365 Tollway Project.**

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

   Consideration and Approval of Resolution 2022-26 for Approval of Contract with Strike, LLC for relocation of an 8″ gas pipeline on the 365 Tollway Project.

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

4. Budgeted: X Yes No N/A

5. Staff Recommendation**: Motion to approve Resolution 2022-26 Consideration and Approval of Contract with Strike, LLC for relocation of an 8" gas pipeline on the 365 Tollway Project.**

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

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

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

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

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

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

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

13. Executive Director's Recommendation: **X** Approved Disapproved None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Pilar Rodriguez, PE,

From: Ramon Navarro IV, P.E.

Date: October 15, 2021

Re: **CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT WITH STRIKE, LLC FOR RELOCATION OF AN 8" GAS PIPELINE ON THE 365 TOOLLWAY PROJECT**

Background

On March 4, 2022, the Authority opened sealed bids for a utility relocation project consisting of an 8" gas pipeline. The relocation is directly affiliated with utility adjustment agreement U-0032-028 with Lonestar Pipieline, currently being managed by Saenz Oil and Gas.

Goal

The Authority has formally procured construction. Staff recommends that the project be awarded to the lowest, responsive and responsible bidder Strike, LLC.

The bids are as follows:

	CONTRACTOR	BID
1	Strike, LLC Submitted: 3/04/2022 8:01:58 AM	$398,922.00
2	Miller Bros. Submitted: 3/04/2022 10:59:31 AM	$612,658.50
3	Venables Construction, Inc. Submitted: 3/04/2022 10:00:45 AM	$1,517,958.21

The Engineer's estimate for the project was $447,000.00. The low bidder is $48,078.00 under the Engineer's estimate.

Options

The Board of Directors may chose to not approve the award of contract, reject all bids and re-advertisethe project.

Recommendation

Based on review by this office, it is recommended to award the construction contract to the lowest, responsive and responsible bidder STRIKE, LLC. in the amount of $398,922.00 for construction of the Project.

CAMS
Consolidated Asset Management Services

March 9, 2022

Mr. Pilar Rodriguez, P.E.
Executive Director
Hidalgo County Regional Mobility Authority
203 W. Newcombe Ave.
Pharr, Texas 78577

RE: RECOMMENDATION FOR AWARD OF LONESTAR PIPELINE RELOCATION MAINTENANCE MITIGATION PROJECT FOR SH-365 TOLL PROJECT

Dear Mr. Rodriguez,

CAMS Midstream Services, LLC (CAMS) appreciates the opportunity to team with the Hidalgo County Regional Mobility Authority (HCRMA) staff in evaluating bidders for the Lonestar Pipeline Relocation Maintenance Mitigation Project.

The bidders were as follows:

Bidder	Bid Amount
Strike, LLC 1800 Hughes Landing Blvd., Suite 500 The Woodlands, Texas 77380	$398,992.00
Miller Bros. 301 Alan Wood Road Conshohocken, Pennsylvania 19428	$612,658.50
Venable's Construction, Inc. 7410 Continental Parkway Amarillo, Texas 79119	$1,517,958.21

CAMS reviewed and evaluated each bidder and identified Strike, LLC as the apparent lowest qualified bidder.

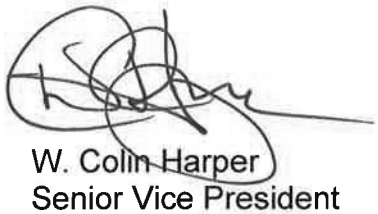
Headquartered in The Woodlands, Texas, Strike, LLC, founded in 2003, is a privately held full-service pipeline, facilities, and energy infrastructure solutions provider with 275 years of leadership experience in the industry. CAMS has utilized Strike on several other

similarly situated projects associated with the Lonestar Pipeline in Hidalgo County, and has had very good experiences with them. Without exception, Strike has delivered each project on or ahead of schedule, and at or below the original project estimate.

The only other qualified bidder was Miller Bros. out of Conshohocken, Pennsylvania. Although Miller Bros. appears to be well qualified, CAMS does not have any experience with them. To the best of CAMS knowledge, Miller Bros has not executed any other projects in the Hidalgo County region. Additionally, it seems apparent to CAMS that the Miller Bros. bid must include higher mobilization and labor related costs for the project, especially since material costs should not be that much different between the bidders.

Based on our experience and the results of the bid process, CAMS Midstream hereby recommends awarding the project to Strike, LLC.

Sincerely,



W. Colin Harper
Senior Vice President

cc: Ron Perego – M&H
Fritz Ory – M&H
Jerry Landry – M&H

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2022-26

CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT WITH STRIKE, LLC FOR RELOCATION OF AN 8" GAS PIPELINE ON THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 22th day of March, 2022 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, the Act allows the Authority to construct transportation projects within the County, including the 365 Tollway Project (the "Project"); and

WHEREAS, on August 29, 2017 the Authority approved Resolution 2017-73, pursuant to Sections 370.033 and 370.170 of the Act, the Authority has the power and authority to request an implement the relocation of a public utility facility located in, on, along, over, or under the Project;

WHEREAS, Lonestar Pipeline is eligible for Federal Aid cost participation in accordance with the provisions of 23 CFR 645 A&B. The utility has right of occupancy in its existing location as it holds an easement, or another real property interest, therefore the eligibility ratio is 100%;

WHEREAS, on June 27, 2021 the entered into Utility Relocation Agreement with Lonestar Pipieline, where as, the HCRMA will design and construct the Project on behalf of the Utility; provided that the Utility, as the owner, shall approve the design, and oversee construction and accept the Project in accordance with such design. Utility shall issue a notice to proceed with construction only after it provides certification of design compliance within all Applicable Laws, Rules and Regulations. Project acceptance shall be confirmation that the Project is in compliance with the Applicable Laws, Rules and Regulations;

WHEREAS, on February 1 1 , 2022, the Authority published a solicitation for Bid #2022-01 for 8" Lonestar Pipeline Relocation Manitenance Mitigation Project for HCRMA 365 Toll Project, U-0032-028, Contract No. 0921-02-368 for the Project; and

WHEREAS, bids for the Project were submitted electronically via Civcast Bid System; the first bid was received at 8:01a.m. on March 4, 2022, and the last bid was received at 10:59am on March 4, 2022; and

WHEREAS, at 11:05a.m. on March 04, 2022, the Authority opened and read into

the record three (3) formal sealed, electronic bids for the Project from: (i) Strike, LLC. (ii) Miller Bros.(iii) and Venables Construction, Inc, in amounts ranging from $398,922.00 to $1,517,958.21 for construction of the Project; and

WHEREAS, Strike, LLC. provided the lowest Project bid in the amount of $398,922.00; and

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 construction contract by and between Strike, LLC and the Authority for construction of the Project in the amount $398,922.00 in substantially final form as attached hereto as Exhibit A.

Section 3. The Board hereby approves the contract subject to approval of the low bidder from the Texas Department of Transportation, as provided for in Section IV.8(b) of the Project's Project Development, Operation and Maintenance Agreement.

Section 5. Subject to Sections 3, the Board hereby authorizes the Executive Director to execute the construction contract with Strike, LLC..;

• • • • •

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 22th day of March, 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Attest:

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

AGREEMENT

BETWEEN

STRIKE, LLC

AND

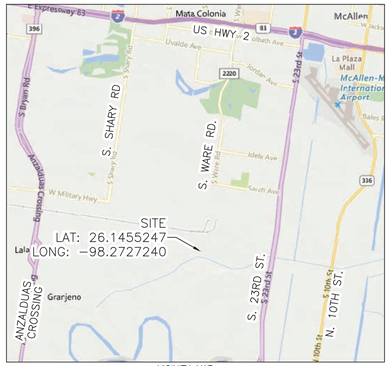
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

FOR

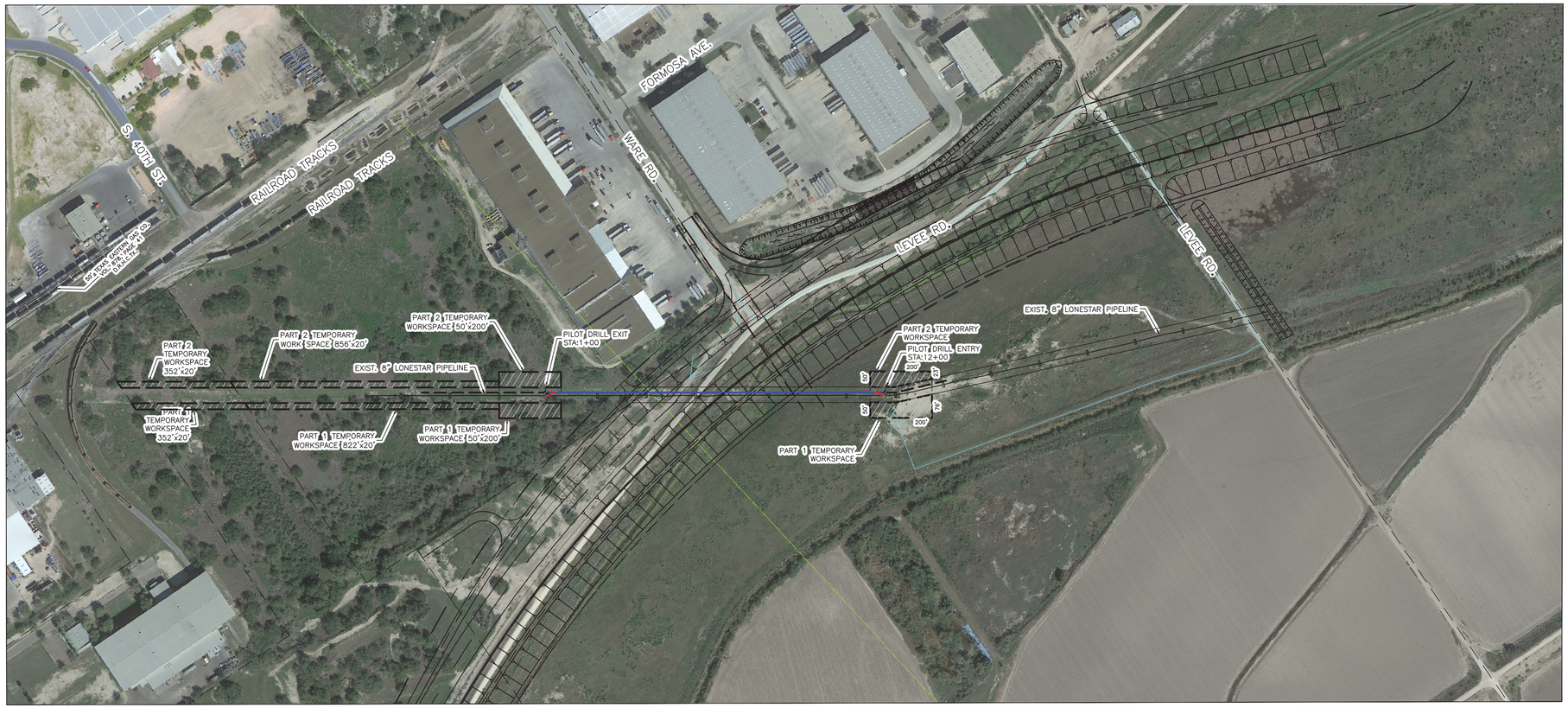
UTILITY RELOCATION

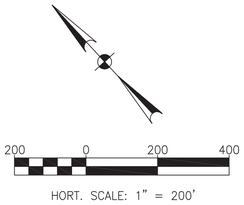
OF

365 TOLLWAY PROJECT



VICINITY MAP
N.T.S.





LEGEND

- CONSTRUCTION ACCESS ROUTE
- HDD ENTRY/EXIT
- TEMPORARY WORKSPACE
- ADDN'L TEMPORARY WORKSPACE

PIPELINE SPECIFICATIONS:

1. EXISTING = 8.625" X 0.250" X API 5L X-42 (SMLS)
2. PROPOSED = 8.625" X 0.322" X API 5L X-52 (SMLS)
3. OPERATING CLASS 1 / DESIGN CLASS 2 PER CFR 192.111
4. MAOP = 1,000 PSI
5. REFER TO HDD PLAN & PROFILE FOR BILL OF MATERIALS.

NOTE:
SAENZ OIL & GAS SERVICES, LLC AND ITS CLIENTS MAKE NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE LOCATION OR EXISTENCE OF UNDERGROUND UTILITIES, PIPELINES, OR OBSTRUCTIONS. IT SHALL BE THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE CONTRACTORS TO IDENTIFY, LOCATE, AND COORDINATE WITH OWNERS DURING THE CROSSING OF ANY SUCH UNDERGROUND UTILITIES, PIPELINES, OR OBSTRUCTIONS AND PROTECT SUCH UTILITIES, PIPELINES OR OBSTRUCTIONS FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR SHALL COMPLY WITH THE STATE OF TEXAS ONE-CALL REQUIREMENTS.

GENERAL NOTES:

1. PIPELINES TO HAVE A MINIMUM COVER OF 36 INCHES BELOW GRADE AND 48 INCHES COVER BELOW PROPOSED ROADWAY AND DITCH.
2. POWER POLES LOCATED IN THE PROXIMITY OF THE TRENCH SHALL BE SECURED BY THE POWER COMPANY (POWER POLE OWNER) DURING EXCAVATION UNTIL TRENCH HAS BEEN BACKFILLED AND COMPACTED AND/OR THE POWER COMPANY DETERMINES IS SAFE TO UN-SECURE THE POLE. CONTRACTOR RESPONSIBLE TO COORDINATE AND SCHEDULE WORK WITHIN THE POWER COMPANY.
3. THE PLANS IDENTIFY AND PROVIDE LABELS FOR EXISTING UTILITIES (WATER, SANITARY, SEWER, TELEPHONE CABLE, GAS, POWER, TV CABLE, AND/OR OTHER SPECIFICALLY LABELED UTILITY). LABELED UTILITIES WERE PLOTTED UTILIZING DIRECT FIELD INFORMATION AS SPOTTED BY UTILITY LOCATOR SERVICES. THE CONTRACTOR IS RESPONSIBLE TO REQUEST UTILITY SPOTTING AND CONTACT ALL UTILITY COMPANIES PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITY LINES LOCATED WITHIN THE CONSTRUCTION AREA EITHER ADJACENT OR ACROSS FROM THE PROPOSED PIPELINE ALIGNMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH REPAIRING UTILITIES DAMAGED BY THE CONTRACTOR'S EQUIPMENT OR PERSONNEL.
4. EXCAVATION PROTECTION SHALL BE PERFORMED IN ACCORDANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS AND INTERPRETATIONS, 29 CFR 1926, SUBPART P, "EXCAVATIONS". CONTRACTOR TO FURNISH ALL NECESSARY EQUIPMENT, TOOLS, MANPOWER, AND MATERIAL INCLUDING BUT NOT LIMITED TO SHEET PILES, METAL PLATES, TRENCH BOXES, AND/OR OTHER NECESSARY MATERIALS REQUIRED TO INSTALL BRACING TO SAFELY SECURE GROUND EXCAVATIONS WITH VERTICAL OR UNSTABLE EXCAVATION FACES. THIS ITEM IS APPLICABLE TO TRENCHES FIVE (5) FEET OR DEEPER.
5. STREETS SHALL REMAIN OPEN TO THRU TRAFFIC DURING CONSTRUCTION, AND HOLD DRIVEWAY INTERFERENCE TO A MINIMUM. BARRICADES, GUARDRAILS, AND WARNING SIGNS SHALL CONFORM TO THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, AND GENERALLY BE LOCATED TO AFFORD MAXIMUM PROTECTION TO THE PUBLIC AS WELL AS CONSTRUCTION PERSONNEL AND EQUIPMENT, AND TO ASSURE AN EXPEDITIOUS TRAFFIC FLOW AT ALL TIMES DURING CONSTRUCTION. CONTRACTORS RESPONSIBLE FOR FURNISHING ALL NECESSARY BARRICADES, CHANNELIZING DEVICES, SIGNS, AND TRAFFIC MANPOWER NEEDED FOR PROPER TRAFFIC CONTROL AND MANAGEMENT. TRAFFIC CONTROL WILL BE NEEDED WHEN WORKING NEAR OR ADJACENT TO EXISTING ROADS, INCLUDING BUT NOT LIMITED TO WARE ROAD.
6. SURVEY DATA IS BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH ZONE (4205), U.S. SURVEY FEET. ALL DISTANCES ARE REPRESENTED AS GRID VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED UPON SAID HORIZONTAL DATUM.
7. PRIOR TO PIPE PULL BACK AND INSTALLATION, CONTRACTOR SHALL PROVIDE ACTUAL DRILL PROFILE FOR REVIEW AND APPROVAL.
8. CONTRACTOR SHALL FOLLOW CONSTRUCTION ACCESS AS ILLUSTRATED AND MAINTAIN ACCESS IN SERVICEABLE CONDITION.

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
TEXAS 811

STATE OF TEXAS
ALFREDO SAENZ JR.
102364
LICENSED
PROFESSIONAL ENGINEER

12 January 2022

ISSUED FOR BID

SAENZ OIL & GAS SERVICES
P.O. BOX 1108
ROSENBERG, TEXAS 77471
PH - 832-491-8656
TBPE FIRM NO F-15144

8" LONESTAR PIPELINE RELOCATION MAINTENANCE PROJECT MITIGATION FOR 365 TOLL PROJECT – U-0032-028 HIDALGO COUNTY, TEXAS

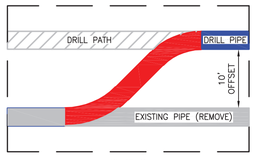
LONESTAR PIPELINE

NO.	REVISION	DRAWN	CHECKED	APPRVD	DATE
1	ISSUED FOR REVIEW	RBR	AS	AS	09/27/2021
2	ISSUED FOR BID	RBR	AS	AS	01/11/2022

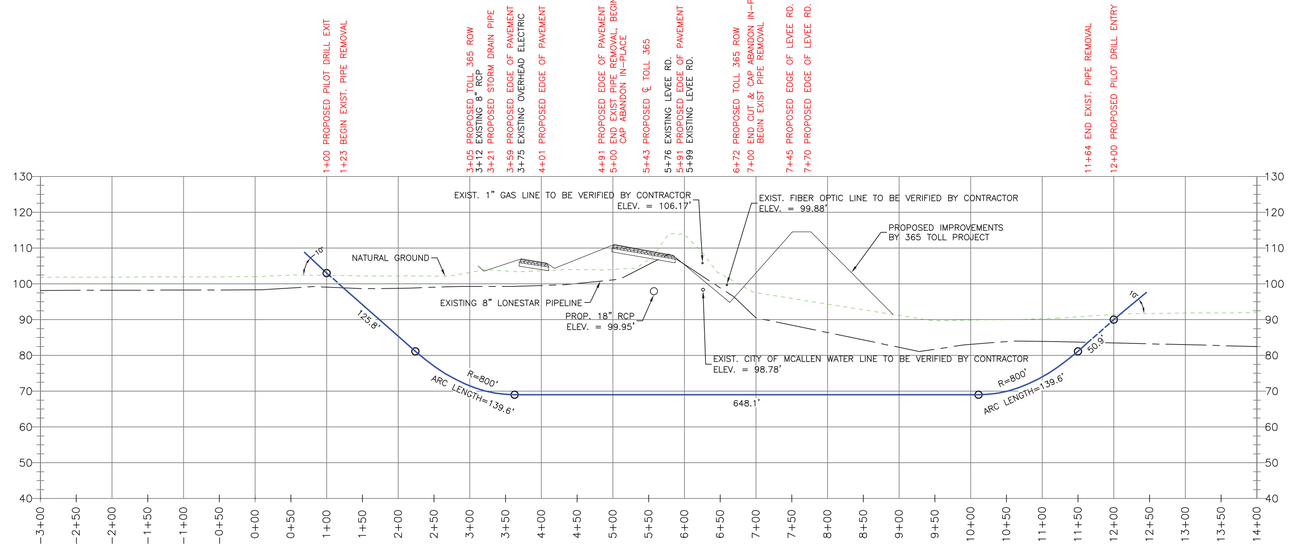
DRAWING SCALE: AS NOTED
DRAWN BY: RBR 09/27/2021
CHECKED BY: AS 09/27/2021
APPROVED BY: AS 09/27/2021
DOCUMENT CONTROL #:
APPROVED
DATE
PROJECT #
DRAWING NUMBER

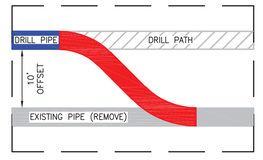
\\seminoVAUS\PROJECTS\102106513.1\00\Survey\03Exhibits\Saenz - FE - HCRMA - Encroachments & HDD - AERIAL Vicinity Map.dwg





DETAIL 2
N.T.S.





DETAIL 1
N.T.S.

QTY	UOM	B.O.M. DESCRIPTION
1,270	FT	PIPE 8.625"x0.322" WT, ERW, BE, API 5L-PSL2, GR X52, 14-16 MILS FBE, 20 MILS ARO, COMPLETE WITH CERTIFIED MILL TEST REPORTS. MUST BE CERTIFIED MADE IN THE USA.
60	FT	PIPE 8.625"x0.250" WT, ERW, BE, API 5L-PSL2, GR X52, 14-16 MILS FBE, COMPLETE WITH CERTIFIED MILL TEST REPORTS. MUST BE CERTIFIED MADE IN THE USA.
4	EA	ELL, SEGMENTABLE, 45 DEG-3R, 8", 0.250" WT, BW, MSS-SP-75, Y-42. MUST BE CERTIFIED MADE IN THE USA.
1	EA	ELL, SEGMENTABLE, 90 DEG-3R, 8", 0.250" WT, BW, MSS-SP-75, Y-42. MUST BE CERTIFIED MADE IN THE USA.

NOTE:
SAENZ OIL & GAS SERVICES, LLC AND ITS CLIENTS MAKE NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE LOCATION OR EXISTENCE OF UNDERGROUND UTILITIES, PIPELINES, OR OBSTRUCTIONS. IT SHALL BE THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE CONTRACTORS TO IDENTIFY, LOCATE, AND COORDINATE WITH OWNERS DURING THE CROSSING OF ANY SUCH UNDERGROUND UTILITIES, PIPELINES, OR OBSTRUCTIONS AND PROTECT SUCH UTILITIES, PIPELINES OR OBSTRUCTIONS FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR SHALL COMPLY WITH THE STATE OF TEXAS ONE-CALL REQUIREMENTS.

100 0 100 200
HORT. SCALE: 1" = 100'
VERT. SCALE: 1" = 20'

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
TEXAS 811

STATE OF TEXAS
ALFREDO SAENZ JR.
102364
LICENSED
PROFESSIONAL ENGINEER

12 January 2022

ISSUED FOR BID

SAENZ OIL & GAS SERVICES
P.O. BOX 1108
ROSENBERG, TEXAS 77471
PH - 832-491-8656
TBPE FIRM NO F-15144

8" LONESTAR PIPELINE RELOCATION MAINTENANCE PROJECT MITIGATION FOR 365 TOLL PROJECT – U-0032-028 HIDALGO COUNTY, TEXAS

LONESTAR PIPELINE

NO.	REVISION	DRAWN	CHECKED	APPRVD	DATE
1	ISSUED FOR REVIEW	RBR	AS	AS	09/XX/2021
2	ISSUED FOR BID	RBR	AS	AS	01/11/2022

DRAWING SCALE: AS NOTED
DRAWN BY RBR 09/17/2021
CHECKED BY AS 09/21/2021
APPROVED BY AS 09/XX/2021
DOCUMENT CONTROL #
APPROVED
DATE
PROJECT #
DRAWING NUMBER

\\seminc\AUS\PROJECTS\10210651331\00\Survey\03Exhibits\Saenz - FE - HCRMA - Encroachments & HDD - AERIAL.dwg

Bid Folder

Bidder Contact Information

Company: Strike, LLC
Name: Strike Bids
Phone: 7133893631
Address: 1800 Hughes Landing Blvd., Ste 500 , Spring, TX 77380
Email: bids@strikeusa.com

Bid Form_Bid Total: $398,922.00

Item No.	Description	Unit	Qty	Unit Price	Extended Price
Base Bid					
Empty					
100	8" X 0.322 API 5L-PSL2 X 52 Line Pipe with FBE + ARO Coating	LF	1,270	$60.20	$76,454.00
150	8" X 0.322 API 5L-PSL2 X 52 Line Pipe with FBE Coating	LF	60	$50.00	$3,000.00
180	Miscellaneous Materials	LS	1	$2,860.00	$2,860.00
200	Freight and Tax	LS	1	$11,090.00	$11,090.00
300	Mobilization	LS	1	$7,500.00	$7,500.00
400	Direct Labor/ Supervision	LS	1	$150,152.00	$150,152.00
500	Direct Equipment	LS	1	$66,260.00	$66,260.00
600	Horizontal Directional Drill Contractor	LS	1	$46,736.00	$46,736.00
700	Water Supply / Hauling Contractor	LS	1	$8,625.00	$8,625.00
800	NDT Inspection Contractor	LS	1	$8,625.00	$8,625.00
900	Nitrogen Supply Contractor	LS	1		
1000	Rental Equipment	LS	1	$10,120.00	$10,120.00
1100	Demobilization	LS	1	$7,500.00	$7,500.00
					Empty Subtotal: $398,922.00
					Base Bid Total: $398,922.00

PROJECT:

8” LONESTAR PIPELINE RELOCATION MAINTENANCE MITIGATION PROJECT FOR HCRMA 365 TOLL PROJECT

U-0032-028 CSJ: 0921-02-368

BIDDER:

Strike, LLC

TOTAL BID:

$398,922.00

COMPLETION TIME:

Not Required

BIDDER INFO:

1800 Hughes Landing Blvd., Ste 500
Spring,TX 77380
P: 7133893631
F:

BID TOTALS

BASE BID	Total
Empty	$398,922.00
Total	$398,922.00

Empty

No.	Description	Unit	Qty	Unit Price	Ext Price
100	8" X 0.322 API 5L-PSL2 X 52 Line Pipe with FBE + ARO Coating	LF	1270	$60.20	$76,454.00
150	8" X 0.322 API 5L-PSL2 X 52 Line Pipe with FBE Coating	LF	60	$50.00	$3,000.00
180	Miscellaneous Materials	LS	1	$2,860.00	$2,860.00
200	Freight and Tax	LS	1	$11,090.00	$11,090.00
300	Mobilization	LS	1	$7,500.00	$7,500.00
400	Direct Labor/ Supervision	LS	1	$150,152.00	$150,152.00
500	Direct Equipment	LS	1	$66,260.00	$66,260.00
600	Horizontal Directional Drill Contractor	LS	1	$46,736.00	$46,736.00
700	Water Supply / Hauling Contractor	LS	1	$8,625.00	$8,625.00
800	NDT Inspection Contractor	LS	1	$8,625.00	$8,625.00
900	Nitrogen Supply Contractor	LS	1	$0.00	$0.00
1000	Rental Equipment	LS	1	$10,120.00	$10,120.00
1100	Demobilization	LS	1	$7,500.00	$7,500.00
					Subtotal: $398,922.00

ACKNOWLEDGE ADDENDA

NAME	ACKNOWLEDGEMENT DATE
SOW Addendum 1	03/03/2022 18:18:51 PM
20220221 TOC Specifications - Special Provisions ADDENDUM 2	03/03/2022 18:18:51 PM
ADDENDUM NO. 3	03/03/2022 18:18:52 PM

REQUIRED DOWNLOADS

TYPE	NAME	DOWNLOAD DATE
Bid Docs	Bid Proposal Documents (Plans and Specs)	2/11/22 11:10:04 AM
Addenda	SOW Addendum 1	2/21/22 10:35:35 AM
Addenda	20220221 TOC Specifications - Special Provisions ADDENDUM 2	2/21/22 2:47:18 PM
Other	Lonestar Pipeline Relocation Prebid Meeting 20220216	2/16/22 2:47:48 PM
Addenda	ADDENDUM NO. 3	2/28/22 10:48:11 AM

The Hidalgo County Regional Mobility Authority

Project Name: 8" LONESTAR PIPELINE RELOCATION

Proposal Number: B-11902-220098

Submittal Date: March 4, 2022

1800 Hughes Landing Blvd., Suite 500
The Woodlands, TX 77380
www.strikeusa.com

STRIKE

1800 Hughes Landing Blvd., Suite 500, The Woodlands, TX 77380 | 281.362.9708 | 888.353.1444

WWW.STRIKEUSA.COM

March 4, 2022

Via Electronic Delivery
The Hidalgo County Regional Mobility Authority
203 W. Newcombe Ave
Pharr, TX 78577
Attn: Ramon Navarro

Re: 8" LONESTAR PIPELINE RELOCATION

Dear Mr. Navarro,

Thank you for the opportunity to submit a proposal for this project. Enclosed you will find our original bid package submittal. Included are the following:

- Cover Letter
    1. Proposal Document – Checklist
    2. Section D: Proposal
        - Bid Sheet
    3. Section E: Bid
    4. Section F: Attachments
        - Bidder Certificate – Attachment A
        - No Contact Certificate – Attachment B
        - Delinquent County Tax Questionnaire – Attachment C
        - Conflicts of Interest Questionnaire - Attachment D
        - Additional Conflict of Interest Information – Attachment E
        - Debarment Certification – Attachment F
        - Drug Free Workplace Certification – Attachment G
        - Non-Discrimination Certification – Attachment H
        - Record Retention Certification – Attachment I
        - Disclosure of Lobbying and Certificate of Lobbying Activities – Section G
        - Contractors Assurance – Section H
        - Non-Collusion Affidavit – Section I
        - Child Support Statement – Section J
        - Bidders DBE Utilization Plan – Section K
        - Bid Bond – Section L
        - Contract Agreement – Section M
        - Performance Bond – Section N
        - Payment Bond – Section O
        - Warranty Bond – Section P
        - Receipt of Addenda – Section Q
    5. Strike – Bid Clarifications
    6. Strike – Proposed Project Schedule
    7. Strike – Key Personnel Resumes
    8. Strike – Organizational Chart

1800 Hughes Landing Blvd., Suite 500, The Woodlands, TX 77380 | 281.362.9708 | 888.353.1444 WWW.STRIKEUSA.COM

9. Strike – Representative Project List
10. Strike – Bill Sheet
11. Strike – EMR Letter
12. Strike – OSHA Safety Statistics
13. Letter RE State Licenses

Thank you again for providing us with this opportunity. We look forward to hearing from you soon. If you have any questions or need any additional information, please feel free to give me a call.

Sincerely,

Shiyenne Weingrad
Bid Controls Specialist
713-389-3631 Direct
bids@strikeusa.com Email

A. PROPOSAL DOCUMENT CHECKLIST

Prior to submitting a proposal, prospective bidders should review the checklist below to ensure that the proposal is accepted and not declared nonresponsive.

YES	NO	PROPOSAL DOCUMENT:
☒	☐	Are you aware if your affiliates are bidding on the same project?
YES	**NO**	**PROPOSAL DOCUMENT PREPARATION:**
☒	☐	Is the proposal to be submitted an Official Proposal to a solicitation issued by Hidalgo County Regional Mobility Authority?
☒	☐	Are you submitting only one (1) proposal for this project?
☒	☐	Is the proposal signed by your company representative or each joint venture participant?
☒	☐	Have you entered amounts for all bid items?
☒	☐	If using a computer printout, has it been signed by your company representative or each joint venture participant?
☒	☐	Have you completed the Hidalgo County Regional Mobility Authority Attachments in Section F?
☒	☐	Have you acknowledged every addendum by signing the Receipt of Addenda form?
☒	☐	Does the proposal document (or computer printout) contain the proper number of bid items?
☒	☐	Does the proposal document contain any conditions not included in the proposal document provided to you?
☒	☐	Did you enter prices for all items?

YES	NO	BID BONDS:
☒	☐	Is the bid bond signed by the surety?
☒	☐	Is the bid bond signed by the company representative or each joint venture participant?
☒	☐	Is the exact name of the contractor(s) listed as the principal?
☒	☐	Is the impressed surety seal affixed to the bid bond?
☒	☐	Does the name on the surety seal match the name of the surety on the bond?
☒	☐	Is the bond dated on or earlier than the letting date of the project?
☒	☐	Is the signer for the surety listed on the power of attorney attached to the bond?
☒	☐	Is the surety authorized to issue the bond?
YES	**NO**	**BID GUARANTY CHECKS:**
☒	☐	Is the check a cashier's check, bank money order, or tellers check issued by a state or national bank, savings and loan association, or a state or federally chartered credit union?
☒	☐	Is the check dated on or before the letting date?
☒	☐	Is the check less than ninety (90) days old?
☒	☐	Is the check made payable to Hidalgo County Regional Mobility Authority?
☒	☐	Is the check for at least five percent (5%) percent of the Total Bid Amount
YES	**NO**	**PROPOSAL DOCUMENT SUBMISSION:**
☒	☐	Are you aware of the time and date deadline for submission of proposal?
☒	☐	Are you aware of the proper delivery location for the proposal document?
☒	☐	Are you submitting a complete proposal document?
☒	☐	Is the proposal submitted in a sealed envelope?

YES	NO	SIGNATURES:
☐	☒	If the Bidder is a joint venture, have all the members of the joint venture signed the following documents? Strike Construction, LLC is not a joint venture
		Company Information (page B-4) and
		Proposal (Section D) and Notice to Bidders (Section E)
		Bidder Certificate (Attachment A)
		No Contact Certificate (Attachment B)
		Delinquent County Tax Questionnaire (Attachment C)
		Conflicts of Interest Questionnaire (Attachment D) and Additional Conflict of Interest Information (Attachment E)
		Debarment Certification (Attachment F)
		Drug Free Workplace Certification (Attachment G)
		Non-Discrimination Certification (Attachment H)
		Record Retention Certification (Attachment I)
		Disclosure of Lobbying and Certificate of Lobbying Activities (Section G)
		Non-Collusion Affidavit (Section I)
		Child Support Statement (Section J)
☒	☐	Have the following certificates been signed and included for all of the other team members?
		No Contact Certificate (Attachment B)
		Delinquent County Tax Questionnaire (Attachment C)
		Conflict of Interest Questionnaire (Attachment D)
		Conflicts Questionnaire (Attachment D) and Additional Conflict of Interest Information (Attachment E)
		Debarment Certification (Attachment F)
		Drug Free Workplace Certification (Attachment G)

		Non-Discrimination Certification (Attachment H)
		Lobbying Disclosure and Certifications (Section G)
YES	**NO**	**BIDDERS DBE UTILIZATION PLAN (SECTION K)**
X		DBE Letter demonstrating utilization plan (Section K)
X		TxDOT Form SMS.4901 – DBE Commitment Agreement
X		TxDOT Form 4000 – Good Faith Effort for Federally Funded Projects (Pre-Award)

B. INVITATION TO BID

The Hidalgo County Regional Mobility Authority (HCRMA) is proposing to install a toll road in the vicinity of S. Ware Road. The Lonestar Pipeline operates an 8" natural gas line that transits the levee at the end of S. Ware Road. The proposed roadway location conflicts with Lonestar's pipeline. At the request of HCRMA the existing segment of pipeline will be replaced using a Horizontal Directional Drill (HDD) to avoid the proposed roadway construction and other operations in the area. The abandoned section of pipe resulting from this relocation will be removed. Construction is expected to be awarded immediately for this work, with completion targeted for Spring of 2022.

General scope for this work is to drill one HDD approximately 1,104' feet in length. The drilling rig will be located on the southeast side of the levee with the pullback area located on the northwest side of the same levee. All materials, including coated line pipe and fittings, shall be provided by CONTRACTOR. The line pipe for the drill shall be strung out and cribbed along the existing Right of Way (ROW). COMPANY has negotiated additional workspace available for CONTRACTOR's use, approximately 200' x 150' at the proposed HDD entry and exit points. CONTRACTOR shall weld the pullback segment and tie-in spools. CONTRACTOR shall provide a CAMS-approved x-ray subcontractor to perform NDT inspection on 100% of the welds. After the x-rays have been completed and the welds accepted, CONTRACTOR shall perform a pre-pullback 4-hour hydrotest, and then coat the field joints. The drilling rig will mobilize on the southeast side of the levee and drill toward the northwest side. The drill path shall be offset from the existing pipeline to facilitate tie-in to the existing pipeline. Once the path has been successfully drilled and reamed, the pullback section shall be pulled into the wellbore. CONTRACTOR is required to support the line pipe in the ditch to prevent sagging. CONTRACTOR is responsible for supply of concrete sacks to be used for support. Once pulled back, tie-in spools shall be fabricated, x-rayed and the field joints and fittings coated. Another hydrotest, 8-hours, shall be performed on the tie-in spools and segment installed in the HDD. CONTRACTOR shall run an aluminum gauging pig through the line, remove all water from the test section and dry the line. After the line has been dried, the final tie-in welds shall be completed and x-rayed, and the ditch shall be backfilled.

Payment for the project will be made as defined in the specifications.

Signed / valid Proposals for the above project will be received electronically by Hidalgo County Regional Mobility Authority (HCRMA), Attn: Pilar Rodriguez, PE, 203 W. Newcombe Ave, Pharr, TX 78577, **until 11:00 A.M. C.S.T., Friday, March 4, 2022** via CivCAST. Bids will be opened and read aloud at the Large Conference room at the same location at 11:05 A.M. C.S.T. (as per Hidalgo County Regional Mobility Authority time clock) on deadline due date.

The work under this Contract shall be Substantially Complete by April 29, 2022 or 40 calendar days after the initial notice to proceed ("NTP"). The Contractor will be allowed up to an additional twenty (20) calendar days for Final Acceptance. The contract time includes the mobilization and materials procurement period. The complete list of estimated quantities is in the bid tab.

To receive and subsequently submit Official Proposals for this Contract, prospective bidders shall,meet the following requirements:

- Be registered with the State of Texas.
- Be eligible to work on Federal Projects.

- BE CAMS / M&H REQUIREMENTS

Hidalgo County Regional Mobility Authority cannot be held liable in the event a party is unable to submit a valid bid due to delay in the prequalification procedure. Securing prequalification and the timing thereof, shall at all times be the sole responsibility of the Prospective Bidder.

- The contract will be awarded in accordance with Hidalgo County Regional Mobility Authority Procurement and Policy Procedures. A copy of the Procurement and Policy Procedures is available online at the Hidalgo County Regional Mobility Authority website at: http://www.hcrma.net/bids.html.

A Pre-bid Meeting will be held for this project on **Wednesday, February 16th at 9:00 A.M. C.S.T.**, at the proposed worksite in McAllen, Texas 78505 SITE:26.145665, -98.271484. The Pre-bid Meeting is **MANDATORY** and prospective bidders must attend in order to have their proposal opened.

Bids received after the above mentioned date and deadline will not be considered. The Hidalgo County Regional Mobility Authority Board of Directors reservesthe right to accept or reject all or any part of any bid, hold all bids for up to (60) sixty days from the due date of receipt without action, waive minor technicalities, require statements or evidence of Bidder's qualifications, including financial statements, and award the bid which provides the best value to the HCRMA. Acceptance will be based on both low bid andqualification of Contractor. Award of bid shall be to the lowest responsible bidder.

Plans and proposals will be available from CivCast bidding site, Project Link: Click Here . Additional information at HCRMA website at http://www.hcrma.net/bids.html.

At the time Bid Documents are obtained, Bidder must provide a working e-mail address, so as to receive any addenda or clarification issued by the HCRMA.

This project complies with federal regulations and guidelines.

The Hidalgo County Regional Mobility Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations,hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuantto this advertisement, disadvantaged business enterprises will be afforded full and fair opportunityto submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

PROPOSAL REQUIREMENTS

Each Proposal must be accompanied by a Bid Guaranty consisting of either a Bid Guaranty Check in the amount of at least five percent (5%) of the Total Bid Amount or a Bid Bond (on the form provided) in the amount of at least five percent (5%) of the Total Bid Amount. The Bid Guarantee Check must be a cashier's **check, money order, or teller's check issued by a state or national bank, savings and loan association, or a** state or federally chartered credit union and made payable to Hidalgo County Regional Mobility Authority. The Bid Guarantee Check must be dated on or before the letting date and must be less than ninety (90) days old. The Bid Guarantee Check will be sent to the Authority within one (1) business day of submittal of the bid proposal.

A six percent (6.0%) DBE goal is established for this project.

PUBLIC INFORMATION

The Hidalgo County Regional Mobility Authority considers all responses to this solicitation to be public information subject to the Texas Open Records Act. Any information considered proprietary by the Bidder must be clearly marked as such. If any marked information is requestedto be released, it will be submitted to the Texas Attorney General for a determination.

JOINT VENTURES

In submitting a Proposal as a joint venture, the members of the joint venture agree that all obligations as outlined in (i) the solicitation documents and (ii) the Proposal are joint and several of each of the joint venture members. Joint ventures must provide the full names and addresses of all joint venture members and the equity ownership interests, if any, of each. Additional corporate information of entity members may be requested by the Authority. Prior to award, joint ventures must demonstrate a written agreement among the joint venture members (the "JV Agreement"). This JV Agreement must include a provision stating that in the event of a dispute between or among joint venture members (including partners or other owners), no joint venture

member shall be entitled to stop, hinder, or delay work on the Project. Each member of the joint venture must independently execute the required forms and certifications in the solicitation, including:

- Company Information and Bid Signature (page B-4 and B-5, Proposal Attachment E, page F-2)
- Bidder Certificate (Attachment A)
- No Contact Certificate (Attachment B)
- Delinquent County Tax Questionnaire (Attachment C)
- Conflicts of Interest Questionnaire (Attachment D)
- Debarment Certification (Attachment F)
- Drug Free Workplace Certification (Attachment G)
- Non-Discrimination Certification (Attachment H)
- Record Retention Certification (Attachment I)
- Disclosure of Lobbying Activities (pages G-1, G-2)
- Certificate of Lobbying Activities (page G-3)
- Non-Collusion Affidavit (pages I-1, I-2)
- Child Support Statement (pages J-1, J-2)

Each member of the joint venture must sign the Proposal (D) and Notice to Bidders (E).

IDENTIFICATION OF BIDDER AND EQUITY MEMBERS

Name of Entity and Contact Info (Address, Representative, Phone, Fax, E-mail)	Role in Joint Venture	Equity interest in Joint Venture	Texas Contractor License and License Limit (if applicable)	Description of Work / Services to be Performed by Entity (if applicable)
Strike Operating Company LLC 2600 Hughes Landing Blvd Ste 500 The Woodlands TX 77380	N/A	N/A	N/A	

You must sign below in INK; failure of an authorized representative of the company to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: Strike Operating Company LLC

Company Address: 1800 Hughes Landing Blvd, Ste 500

City, State, Zip Code: The Woodlands Tx 77380

Taxpayer Identification Number (TIN): 87-4154213

Telephone No. 713 389 3631 Fax No. \

E-mail bids@strikeusa.com

Print Name: Shirlonne Weingrad Signature: Shirlonne Weingrad

(Your signature attests to your authorized offer to provide the goods and/or services in this Bid according to the published provision of this Bid. When an award letter is issued, this Bid becomes the contract. If a Bid required specific Contract is to be utilized in addition to this Bid, this signed Bid will become part of that contract. When an additional Contract is required a Bid award does not constitute a contract award and Bid / Contract is not valid until contract is awarded by Hidalgo County Regional Mobility Authority Board of Directors (when applicable) signed by the Chairman and a Notice to Proceedis issued).

Hidalgo County Regional Mobility Authority (HCRMA)

Pilar Rodriguez, PE, Executive Director

203 W Newcombe Ave, Pharr, Texas 78577

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL JOINT VENTURE MEMBERS.

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C-2. PROJECT FUNDING AND SCHEDULE

This Project will be financed by the HCRMA. The Traffic and Revenue Report for this Project, the Rating Agency Proposal, and the Financial Advisor's Presentation are available on the HCRMA website.

NTP cannot be issued until permits and ROW have been cleared.

The schedule to NTP is estimated to be as follows:

Bids Submitted: 03/04/2022

Bids Opened: 03/04/2022

Bids Reviewed: 03/04/2022 to 03/14/2022

Conditional Award of Contract: 03/18/2022

(60 day guarantee of Bid Period begins)

Selected Contractor Submitted to TxDOT and FHWA for Concurrence: 03/08/2022

NTP issued: 03/23/2022

(no more than 20 days from Bid opening)

D. PROPOSAL

In the space provided below, please enter your total unit price Bid amount for this project. Only this figure will be read publicly by Hidalgo County Regional Mobility Authority at the public Bid opening.

It is understood and agreed by the Bidder in signing this proposal that the total Bid amount entered below is not binding on either the Bidder or Hidalgo County Regional Mobility Authority. It is further agreed that the official total Bid amount for this proposal will be determined by multiplying the unit Bid prices for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.

$ 398,922.00
Total Bid Amount

THIS FORM MUST BE RETURNED WITH YOUR BID

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E. BID

To: Hidalgo County Regional Mobility Authority
Attn: Pilar Rodriguez, P.E.
203 W. Newcombe Ave,
Pharr, Texas 78577

Directors:

I/we, the undersigned, declare:

1. that I/we have carefully examined the Plans, Standard Specifications, Special Provisions, and all other documents pertaining to this Contract which form a part of this Bid as if set forth at length herein;
2. that I/we understand that the quantities of items shown herein below are approximate only;
3. that I/we have examined the location of the proposed work;
4. that I/we agree to bind myself/ ourselves, upon award to me/us by Hidalgo County Regional Mobility Authority under this Bid, to enter into and execute a Contract, with the necessary bonds, for the project named above;
5. that I/we agree to start work not later than the date stated in the written Notice to Proceed, to furnish all necessary materials, provide all necessary labor, equipment, tools and plant, pay for all required insurance, bonds, permits, fees and service, and do all required work in strict compliance with the terms of all documents comprising said Contract, and to substantially complete the entire project within forty (40) calendar days after initial notice to proceed (NTP) and up to an additional twenty (20) calendar days for Final Acceptance; and
6. that I/we agree to accept as full compensation for the satisfactory prosecution of this project the attached unit price bid resulting in the Official Total Bid Amount for the various scheduled items of work.

The quantities shown in the electronic schedule of items (provided in the online bid system hosted by CivCAST on behalf of the Authority) are derived from the estimate and quantity (E&Q) sheets contained in the final construction plans. Hidalgo County Regional Mobility Authority may increase or decrease the amount of any item or portion of the work as may be deemed necessaryor expedient. Any increase or decrease in the amount of any item or portion of work will be addedor deducted from the total contract bid price on the basis of the unit price provided and the associated quantity for that specific item or work. Hidalgo County Regional Mobility Authority reserves the right to delete, in whole or in part, without prejudice prior to the award of the Contract,any items listed in the Bid.

The cost of any work performed, materials furnished, services provided or expenses incurred, whether or not specifically delineated in the Contract document but which are incidental to the scope, intent and completion of this Contract, have been included in the price Bid for the various items scheduled hereinabove.

Accompanying this Bid is a Bid Guaranty consisting of either a Bid Guaranty Check in the amountof at least five percent (5%) of the Total Bid Amount or a Bid Bond (on the form provided) in the amount of at least five percent (5%) of the Total Bid Amount. The Bid Guarantee Check is a cashier's check, money order, or teller's check issued by a state or national bank, savings and loan association, or a state or federally chartered credit union and made payable to Hidalgo County Regional Mobility Authority. The Bid Guarantee Check is dated on or before the letting date and is less than ninety (90) days old. It is hereby understood and agreed that said check orbond is to be forfeited as liquidated damages in the event that, on the basis of this Bid, Hidalgo County Regional Mobility Authority should award this Contract to me/us and that I/we should failto execute and deliver said Contract and the prescribed Contract Bond, together with the requiredprogress schedule, proof of proper insurance coverage and other necessary documents, all withinthe fifteen (15) calendar days after award of the contract; otherwise, said check or bond is to be returned to the undersigned.

LONESTAR PIPELINE
365 TOLL PROJECT HDD PIPE RELOCATION
QUOTATION SUMMARY

Please Note: This form must be completed and returned with BIDDER's quotation. Quotations excluding this completed form will not be considered.
Include all costs for the base scope of work in the line items listed below.
UR = Unit Rates; CR = Composite Rates; LS = Lump Sum

BASE SCOPE ITEM	TYPE	QTY	UNIT	UNIT PRICE	EXTENDED COST
8" X 0.322 API 5L-PSL2 X52 Line Pipe with FBE + ARO Coating	LS	1,270	LF	$60.20	$76,454.00
8" X 0.250 API 5L-PSL2 X52 Line Pipe with FBE Coating	LS	60	LF	$50.00	$3,000.00
Miscellaneous Materials 4-8in 45s, 1-8in 90 ellbows	LS	1	LS	$2,860.00	$2,860.00
Freight and Tax	LS	1	LS	$11,090.00	$11,090.00
Mobilization	LS	1	LS	$7,500.00	$7,500.00
Direct Labor / Supervision	LS	1	LS	$150,152.00	$150,152.00
Direct Equipment	LS	1	LS	$66,260.00	$66,260.00
Horizontal Directional Drill Contractor	LS	1	LS	$46,736.00	$46,736.00
Water Supply / Hauling Contractor	LS	1	LS	$8,625.00	$8,625.00
NDT Inspection Contractor	LS	1	LS	$8,625.00	$8,625.00
Soil Compaction Contractor	LS	1	LS	N/A	N/A
Nitrogen Supply Contractor	LS	1	LS	N/A	N/A
Rental Equipment	LS	1	LS	$10,120.00	$10,120.00
Demobilization	LS	1	LS	$7,500.00	$7,500.00
TOTAL COST FOR BASE SCOPE OF WORK					$ 398,922.00 -
Unit [illegible] Composite Rate or T&M Costs for Extra Scope if Required or Requested by COMPANY					
Space to be used by bidder if [illegible]ssary.				$	
Space to be used by bidder if necessary.				$ -	
Space to be used by bidder if necessary.				$ -	
Space to be used by bidder if necessary.				$ -	
SCHEDULE					
Total estimated weeks [illegible] issuance of a contract to completion of work scope.				WE[illegible]	
[illegible] TERMS					
Did BID[illegible]D provide a 60 day bid validity?	YES			NO	
Is Quotation in accordanc[illegible]ith scope and data set forth in the Inquiry? ***If NO, all exceptions are to be listed and [illegible]tailed in proposal.***	YES			NO	
Is Quotation in accordance with Instructions to Bidders as set forth in the Inquiry? ***If NO, all exceptions are to be listed below.***	YES			NO	
Does BIDDER intend to subcontract any part of the [illegible]? ***If YES, indicate the name(s) of the prospective third-party com[illegible]y(ies) and the service(s) which will be provided.***	YES			NO	
[illegible] INFORMATION					
Company Name:					
Technical Representative:					
Signature:					
Title:					
Quotation Number:					
Date:					
Phone Number:					
E-mail Address:					

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

BIDDER'S CHECK RETURN

IMPORTANT

The space provided for the return address must be completed to facilitate the return of your Bidder's check. Care must be taken to provide a legible, accurate, and complete return address, including zip code. A copy of this sheet should be used for each different return address.

NOTE

Successful Bidder will receive their guaranty check(s) with the executed contract.

RETURN BIDDER'S CHECK TO (PLEASE PRINT):

1800 Hughes Landing Blvd., Ste
500. The Woodlands TX
77380

IMPORTANT

PLEASE RETURN THIS SHEET IN ITS ENTIRETY

Please acknowledge receipt of this check(s) at your earliest convenience by signing below in longhand, in ink, and returning this acknowledgement in the enclosed self-addressed envelope.

Check Received By: [signature]

Date: March 4, 2022

Title: Bid Controls Specialist

For (Contractor's Name): Strike Operating Company LLC

Project 8" Lonestar Pipeline Relocation.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

Business Name of Bidder Strike Operating Company, LLC

Type of Organization:
- Individual ☐
- Partnership ☐
- Corporation ☐
- Company ☐

Strike Operating Company, LLC is an LLC, organized in Delaware

Texas Business Entity Registration No.: 0804399174

Or

Texas Foreign Entity Registration No.: _____

Address of Bidder: 1800 Hughes Landing Blvd., Ste 500
The Woodlands Tx 77380

Signature of Authorized Representative: X

Title: Chief Operating Officer

Date: March 4, 2022

Witness or Attest: _____ (Affix Corporate Seal Here)

NOTE:

1. ONLY A PREQUALIFIED BIDDER MAY USE THIS BIDDING FORM. BIDDINGFORMS ARE NOT TRANSFERABLE.
2. REFER TO SPECIFICATION ITEM 2L: SECTION 2 "ELIGIBILITY OF BIDDERS" FOR DEFINITION OF PREQUALIFICATION.
3. IF BIDDER IS A JOINT VENTURE, **EACH MEMBER OF THE JOINT VENTURE MUST SEPARATELY COMPLETE AND SIGN THIS BID**.

F. ATTACHMENTS

ATTACHMENT A – BIDDER CERTIFICATE

The undersigned certifies that the Bid prices contained in this Bid have been carefully checked and are submitted as correct and final and if NTP is issued within sixty (60) days of bid opening, agrees to furnish any and/or all items upon which prices are offered, at the price(s)and upon the conditions contained in the Specifications; provided, that Bid prices shall not be guaranteed for more than sixty (60) days.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of Texas this day Personally appeared Jamie Black who, after having first been duly sworn, upon oath did depose and say; That the foregoing Bid submitted by Strike Operating Company LLC hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said Bid has been duly authorized to execute the same. Bidder affirms that it is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other separate Bidder. The Bidder further affirms that Bidder is not a member of any trust, pool, or combination to control the price of products or services Bid on, or to influence any person to Bid or not to Bid thereon. The Bidder additionally affirms that the Bidder has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted Bid. Finally, the Bidder affirms that the contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

Name and Address of Bidder:

Strike Operating Company, LLC Phone Number (888) 353-1444

_____ Fax Number (_____)_____

_____ Email brb@strikeusa.com

_____
Signature

Name: Jamie Black Title: Chief Operating officer

SWORN TO AND SUBSCRIBE BEFORE ME THIS 4 day of March 2022.

_____ TExas

Notary Public in and for County State

ANITA VOTSMIER
ID #6151460
My Commission Expires
March 30, 2024

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL JOINT VENTURE MEMBERS.

ATTACHMENT B – NO CONTACT CERTIFICATE

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY EXPRESSLY REQUESTS THAT BIDDERS NOT DISCUSS THIS ENGAGEMENT OR THIS BIDDER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER BIDDERS OR ANY HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BOARD MEMBER, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY. EXCLUDED ARE PRE-BID OR DBE CONFERENCES, EVALUATION COMMITTEE SCHEDULED BIDDER PRESENTATIONS OR BIDDER INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS.

Since 2/12/2022 has any individual with the Bidder submitting this Proposal/Bid/Response made any contact with any HCRMA Board Member (listed on the next page), or an Evaluation Committee member (listed on the next page) concerning this Invitation to Bid, other thanquestions to the General Engineering Consultant?

NO.

Since 2/12/2022 has any individual with the Bidder submitting this Proposal/Bid/Response made any contact with any other Bidder concerning this Invitation to Bid?

NO.

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

Signature of person submitting this Bid: _____ Date: March 4, 2022

Hidalgo County Regional Mobility Authority Board Members:

S. David DeAnda - Chairman

Forrest Runnels - Vice Chairman

Joaquin Spamer - Director

Alonzo Cantu - Director

Paul S. Moxley - Director

Francisco "Frank" Pardo - Director

Ezequiel Reyna, Jr. – Secretary/Treasurer

Evaluation Committee Members:

Ramon Navarro, IV, PE, CFM – HCRMA, Chief Construction Engineer

Alfredo Seanz, PE – NorthStar Energy Services, Inc., General Engineering Consultant

Ron Perego – M&H, Project Manager

Colin Harper – CAMS Midstream

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

ATTACHMENT C – DELINQUENT TAX QUESTIONNAIRE

BIDDER represents and warrants that BIDDER, including any of its partners, members, or owners, is not delinquent in the payment of any taxes owed to Hidalgo County or the State of Texas.

Signature of person submitting this Bid

Date: March 4, 2022

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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ATTACHMENT D – CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

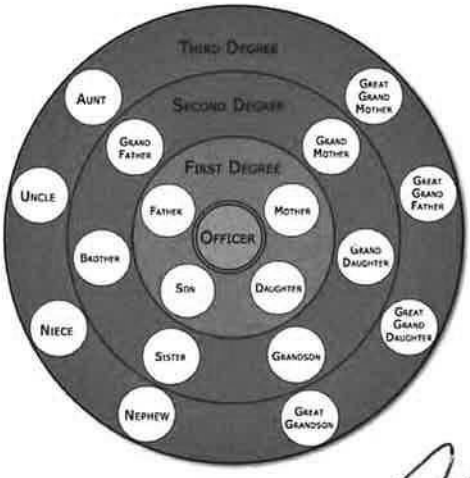
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____ _____
Signature of vendor doing business with the governmental entity Date

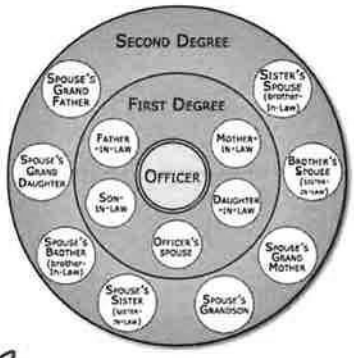
Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

8. Does any individual with the Bidder have any business relationship with any Hidalgo County Regional Mobility Authority Board Member, Official or employee within the third degree of Consanguinity kinship or the second degree of Affinity kinship (as defined by Texas Local Government Code, Section 573.021 and the Consanguinity and Affinity Relationship Chart below)? **YES ☐ / NO ☒**

IF DISCLOSING: BIDDER MUST ALSO FILE WITH THE COUNTY CLERK'S OFFICE AS THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY WILL NOT BE FILING ON THE BIDDER'S BEHALF.



CONSANGUINITY KINSHIP
Relationship by Blood



AFFINITY KINSHIP
Relationship by Marriage

Signature of person submitting this Bid: _____ Date: March 4, 2022

THIS FORM MUST BE RETURNED WITH YOUR BID
THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

ATTACHMENT E – ADDITIONAL CONFLICT OF INTEREST INFORMATION

1. Business Relationships: The Hidalgo County Regional Mobility Authority (HCRMA) has adopted a conflict of interest policy which generally requires disclosure of any business relationships with HCRMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy, the list of Board Members and Key Personnel, and the Conflict of Interest Questionnaire can be obtained from the HCRMA website under the "Forms" section (www.hcrma.net/forms.html) and should be returned with your bid. Any subconsultants to the Bidder shall adhere to this policy and provide any required disclosures. This requirement is in addition to the Form CIQ provided as Attachment D.

2. Adverse Matters: Bidder must disclose conflicts of interest by identifying any matter in which the Bidder becomes adverse to the HCRMA or the Texas Department of Transportation or to the State of Texas or any of its boards, agencies, commissions, universities, elected or appointed officials, or Hidalgo County during the term of the Agreement.

3. Direct and Indirect Interest: During the term of the Agreement, the Bidder, including any of its principals, will have no undisclosed interest, direct or indirect, that would conflict in any manner or degree with the performance of Bidder's obligations under the agreement, including, but not limited to, ownership of property in the right-of-way of any of the independent projects of the Hidalgo County Roadway System. The Bidder warrants that, in the performance of the Agreement, the Bidder shall not employ any person, or subcontractor with any entity, having such known, undisclosed interest.

Signature of person submitting this Bid

March 4, 2022
Date

THIS FORM, THE REFERENCED FORM FROM THE HCRMA WEBSITE, & ANY RELEVANT DISCLOSURE STATEMENTS MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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ATTACHMENT F

Certification Regarding Debarment, Suspension Ineligibility

BIDDER certifies that the responding entity and its principals are eligible to participate in the proposed contract and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the BIDDER is in compliance with the State of Texas statutes and rules relating to procurement and that BIDDER is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

Specifically, as is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three (3)-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three (3)-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

March 4, 2022

Signature of person submitting this Bid — Date

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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ATTACHMENT G – DRUG FREE WORKPLACE CERTIFICATION

The BIDDER warrants its compliance with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and represents that it maintains a drug-free work environment. The BIDDER further warrants its compliance with the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 which rule shall be incorporated by reference into any contract with the HCRMA.

Signature of person submitting this Bid

Date: March 4, 2022

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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ATTACHMENT H – NON-DISCRIMINATION CERTIFICATION

The BIDDER agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or regarding, any program or activity funded in whole or in part with funds available under any Contract with the HCRMA.

Signature of person submitting this Bid

Date: March 4, 2022

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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ATTACHMENT I – RECORD RETENTION CERTIFICATION

The BIDDER agrees that if it enters into any contract with the HCRMA, it shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in such contract. The BIDDER warrants that it will retain all such records for a period of four (4) years after the expiration of the contract, or until the HCRMA, TxDOT, or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The BIDDER agrees to grant access to all books, records and documents pertinent to the contract to the HCRMA, TxDOT, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Signature of person submitting this Bid

Date: March 4, 2022

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL JOINT VENTURE MEMBERS.

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G.DISCLOSURE OF LOBBYING ACTIVITIES

CERTIFICATION OF LOBBYING ACTIVITIES

49 CFR Part 20 – Appendix A

CERTIFICATION REGARDING LOBBYING: Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", pursuant to 31 U.S.C. 1352 in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

Signature/Authorized Certifying Official

Jamie Black, Chief operating officer
Typed Name and Title

Strike Operating Company, LLC
Applicant/Organization

March 4, 2022
Date Signed

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

CERTIFICATION OF LOBBYING ACTIVITIES

The undersigned certifies, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with their commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature/Authorized Certifying Official

Jamie Black, Chief Operating Officer
Typed Name and Title

Stake Operating Company, LLC
Applicant/Organization

March 4, 2022
Date Signed

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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H. CONTRACTOR'S ASSURANCE

By signing this proposal, the Bidder is giving assurances that all subcontract agreements will incorporate the Standard Specification and Special Provisions to Section 9.9. "Payment Provisions for Subcontractors", all subcontract agreements exceeding $2,000 will incorporate the applicable "Wage Determination Decision", and, all subcontract agreements of $10,000 or more will incorporate the following:

Special Provision	"Certification of Nondiscrimination in Employment" (000-003L)
Special Provision	"Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (000-004L)
Special Provision	"Standard Federal Equal Employment Opportunity Construction Contract Specifications" (000-005L)
Form FHWA 1273	"Required Contract Provisions Federal-aid Construction Contracts" (Form FHWA 1273, May 2012 must also be physically attached to subcontracts and purchase orders of $10,000 or more)

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I. NON-COLLUSION AFFIDAVIT

STATE OF TEXAS

COUNTY OF Montgomery

I, Jamie Black, of the City of The Woodlands, County of Montgomery, and State of Texas, being of full age and duly sworn according to law on my oath depose and say:

That I am Chief Operating Officer (Title) of Strike Operating Company, LLC the Bidder making the Bid submitted to Hidalgo County Regional Mobility Authority, on the 4 day of 20 22, for Contract No. 0921-02-368, Etc. in connection with the 365 Toll Project; that I executed the said Bid with full authority to do so;

The said Bidder has not, directly or indirectly, entered into any combination or arrangement with any person, firm or corporation or entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding or which would increase the cost of construction or maintenance in connection with the said Contract; that no person or agency has been employed or retained to solicit or secure the said Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide full-time employees;

And, that said Bidder is or has been a member of the following highway contractors' association during the preceding twelve (12) months:

NAME OF ASSOCIATION	LOCATION OF PRINCIPAL OFFICE
Strike Operating Company, LLC	1600 Hughes Landing Blvd Ste 500 The Woodlands TX 77380

I further warrant that all statements contained in said Bid and in this Affidavit are true and correct and made with full knowledge that the said Hidalgo County Regional Mobility Authority relies upon the truth of the statements contained in said Bid and in this Affidavit in awarding the said Contract.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 4th DAY OF March, 20 22.

BY: _____
PERSON SIGNING BID

PRINT NAME: Jamie Black

TITLE: Chief Operating officer

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

ANITA VOTSMIER
ID #6151460
My Commission Expires
March 30, 2024

March 30, 2024

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

J. CHILD SUPPORT STATEMENT

Under Section 231.006, Family Code, the Bidder certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

STATE OF TEXAS CHILD SUPPORT BUSINESS OWNERSHIP FORM

County: Hidalgo

Project Name: 8" LONESTAR PIPELINE RELOCATION MAINTENANCE PROJECT

TxDOT CSJ: 0921-02-368

LG Project Number: HCRMA 2022-001

Business Entity Submitting Bid: Strike Operating Company, LLC

Section 231.006, Family Code, requires a Bid for a contract paid from state funds to include the names and social security number of individuals owning twenty five percent (25%) or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning twenty five percent (25%) or more of the business.

Name	Social Security Number
N/A	N/A

2. Please check the box below if no individual owns twenty five percent (25%) or more of the business.

☒ No individual own twenty five percent (25%) or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the Bidder certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by the HCRMA. With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

Signature

March 4 2022
Date

Jamie Black
Printed Name

IF THIS PROJECT IS A JOINT VENTURE, ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

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K. DBE REQUIREMENTS

CONTROL: 0921-02-368

PROJECT: 365 TOLL

CORRIDOR: 365 TOLL

COUNTY: HIDALGO

The following goal for disadvantaged business enterprises is established:

DBE – 6%

Certification of DBE Goal Attainment

By signing the proposal, the Bidder certifies that the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that the Bidder will provide a good faith effort to substantiate the attempt to meet the goal.

Failure to comply commitments to meet the stated goal or provide a satisfactory good faith effort will be considered a breach of the requirements of the proposal. As a result, the Bid Guaranty or Bid Bond of the bidder will become property of the Hidalgo County Regional Mobility Authority and the Bidder will be excluded for rebidding on the project when it is re-advertised.

In order to meet the five (5) day rule, the Authority will require a DBE Utilization Plan (including TxDOT Form SM-4901 signed by all parties or TxDOT Form 4000 to demonstrate a good faith effort) to be submitted at the time of the Bid (as outlined in Special Provision 000-394L, Section 2.3.3 and Special Provision 002-011L, Article 2.14) in the form of a letter from the Bidder complete with an attachment showing the Proposed Contract Amount (Bid Amount), total DBE Amount (% of the Bid Amount), and a table with the DBE Subcontractor or Supplier, DBE Contract Amount, and overall DBE % Utilization (based on the Bid amount) – the general format of such letter is conveyed in the following page.

[ON COMPANY / JOINT VENTURE LETTER HEAD]

[DATE]

Pilar Rodriguez, PE
HCRMA Executive Director
203 W. Newcombe Ave,
Pharr, Texas 78577

RE: DBE Utilization Plan for the HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGS. 1 AND 2 CSJ: 0921-02-368 (365 Toll)

Dear Mr. Rodriguez,

Enclosed is the DBE Utilization Plan, Form SMS-4901 (or, if DBE goal cannot be met, then Form 4000, Good Faith Effort) for your review and approval. The Bid is in compliance with the six percent (6%) DBE requirement set forth in the Bid proposal documents.

Proposed Contract Amount (Bid Amount)

Total DBE Amount (% of the Bid Amount)

DBE Name	Contractor or Supplier	Item(s)	DBE Contract Amount	DBE % Utilization
[ADD ROWS AS NECESSARY]				

[Add signature block and required form(s) to complete letter/utilization plan for Bid proposal.]

Failure to include a DBE Utilization Plan will result in a proposal being non-responsive. The HCRMA will not receive a non-responsive bid. A Bidder or affiliate of a Bidder that was originally determined as the apparent low Bidder on a project, but was deemed non-responsive, for failure to submit a DBE Utilization Plan is prohibited from rebidding this specific project.

1800 Hughes Landing Blvd., Suite 500, The Woodlands, TX 77380 | 281.362.9708 | 888.353.1444 WWW.STRIKEUSA.COM

March 2, 2022

Pilar Rodriguez, PE
HCRMA Executive
Director 203 W.
Newcombe Ave,
Pharr, Texas 78577

RE: DBE Utilization Plan for the HCRMA BID #2021-001 FOR THE 365 TOLLWAY SEGS. 1 AND 2 CSJ: 0921-02-368 (365 Toll)

Dear Mr. Rodriguez,

Enclosed is the DBE Utilization Plan, Form SMS-4901 (or, if DBE goal cannot be met, then Form 4000, Good Faith Effort) for your review and approval. The Bid is in compliance with the six percent (6%) DBE requirement set forth in the Bid proposal documents.

Proposed Contract Amount ($398,943.00)

Total DBE Amount (13.7%)

DBE Name	Contractor or Supplier	Item(s)	DBE Contract Amount	DBE % Utilization
X-Ray	Braun Intertec	X-Ray	$8,625.00	2
HDD	Arrow Directional Drilling	HDD	$46,736.00	11.7

Sincerely,

Jamie Black
Chief Operating Officer

1800 Hughes Landing Blvd., Suite 500, The Woodlands, TX 77380 | 281.362.9708 | 888.353.1444 WWW.STRIKEUSA.COM

L. BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that Strike Operating Company LLC, as Principal/Contractor, and United States Fire Insurance Company, as Surety, legally authorized to do business in the State of Texas, are held and firmly bounded unto the Hidalgo County Regional Mobility Authority, as Authority, in the amount of at least FIVE PERCENT (5%) OF THE TOTAL BID AMOUNT, on which the Contract is awarded lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents:

WHEREAS, the Contractor is herewith submitting its Bid for Contract No. 0921-02-368, entitled 365 Toll Project; and

NOW, THEREFORE, the condition of this obligation is such, that if the Contractor shall be awarded the Contract upon said Bid and shall, within twenty (20) calendar days after the date of written notice of such award, enter into and deliver a signed Contract and the prescribed Performance Bond for the faithful performance of the Contract, together with the required proof of proper insurance coverage and other necessary documents, then this obligation shall be null and void; otherwise, to remain in full force and effect and in accordance with the terms of such Bid, this bond shall become the property of the Authority, without recourse of the Contractor and/or Surety, not as a penalty but as liquidated damages.

The Bid bond is affixed as an electronic scan at the time of submittal of the Bid proposal to CivCAST, and a hard copy will be provided to the Authority within one (1) business day of submittal of the Bid proposal.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

Signed and Sealed this 2nd day of March, 20 22.

Principal/Contractor:

Strike Operating Company LLC
Business Name

1800 Hughes Landing Blvd., Suite 500
Address

The Woodlands, TX 77380

Witness or Attest:

by: _____
Title CCOE & GC

(Affix Corporate seal here)

Surety:

United States Fire Insurance Company
Business Name

305 Madison Avenue
Address

Morristown NJ 07960

Witness or Attest:

Anne Potter, Witness

by: _____
Title
Francesca Kazmierczak, Attorney-in-Fact

(Attach evidence of
power of attorney)
(Affix Corporate seal here)



POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: **Debra A. Deming; Cynthia Farrell; Valorie I. Spates; Sandra Diaz; Francesca Kazmierczak; Aklima Noorhassan; Frances Rodriguez; Peter Healy; Jennifer L. Jakaitis; Nancy Schnee; Pablo Garcia Horcajo; Anne L. Potter**

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars ($125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 11th day of March, 2021.

UNITED STATES FIRE INSURANCE COMPANY

A.R.S.

Anthony R. Slimowicz, Executive Vice President

State of New Jersey}
County of Morris }

On this 11th day of March 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Sonia Scala

Sonia Scala, (Notary Public)

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2024
No. 2163686

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 2nd day of March 20 22

UNITED STATES FIRE INSURANCE COMPANY

Daniel Sussman

Daniel Sussman, Senior Vice President

*For verification of the authenticity of the Power of Attorney, please contact Pat Taber at 860-956-3424 or email: SuretyInquiries@amyntagroup.com



UNITED STATES FIRE INSURANCE COMPANY

1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2020

ASSETS

Bonds (Amortized Value)	1,271,745,314
Preferred Stocks (Market Value)	12,500,000
Common Stocks (Market Value)	1,367,179,277
Mortgage Loans (Market Value)	129,482,676
Cash, Cash Equivalents, and Short Term Investments	872,418,743
Derivatives	22,295,392
Other Invested Assets	381,854,569
Investment Income Due and Accrued	10,633,412
Premiums and Considerations	361,050,764
Amounts Recoverable from Reinsurers	37,752,224
Funds Held by or Deposited with Reinsured Companies	9,551,031
Current Income Taxes Recoverable	99,753
Net Deferred Tax Asset	189,212,579
Electronic Data Processing Equipment	2,976,676
Receivables from Parent, Subsidiaries and Affiliates	66,045,263
Other Assets	83,625,922
TOTAL ASSETS	$ 4,818,423,595

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net of Reinsurance Ceded and Incurred	1,773,113,441
But Not Reported Losses)	96,184,770
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses	379,712,166
Loss Adjustment Expenses	10,938,946
Commissions Payable, Contingent Commissions and Other Similar Charges	74,050,735
Other Expenses (Excluding Taxes, Licenses and Fees)	19,112,482
Taxes, Licenses and Fees (Excluding Federal Income Taxes)	711,160,035
Unearned Premiums	10,524,196
Advance Premium	39,739,814
Ceded Reinsurance Premiums Payable	27,831,610
Funds Held by Company under Reinsurance Treaties	111,982,736
Amounts Withheld by Company for Account of Others	1,603,526
Provision for Reinsurance	11,258,344
Payable to Parent, Subsidiaries and Affiliates	32,706,068
Other Liabilities	$ 3,299,918,869
TOTAL LIABILITIES	
	18,780,000
Common Capital Stock	1,657,074,940
Gross Paid In and Contributed Surplus	(157,350,214)
Unassigned Funds (Surplus)	1,518,504,726
Surplus as Regards Policyholders	$ 4,818,423,595
TOTAL LIABILTIIES, SURPLUS & OTHER FUNDS	

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2020, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 8th day of March, 2021.
UNITED STATES FIRE INSURANCE COMPANY

UNITED STATES FIRE INSURANCE COMPANY * DELAWARE *



CRUM & FORSTER
A FAIRFAX COMPANY

TEXAS COMPLAINT NOTICE
AVISO DE QUEJA DE TEXAS

IMPORTANT NOTICE

To obtain Information or make a complaint:

You may call Crum & Forster's toll-free number for information or to make a complaint at:

1-888-890-1500

You may write to Crum & Forster at:

Crum & Forster
305 Madison Avenue
Morristown, NJ 07962

Web: www.cfins.com
E-mail: info@cfins.com

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

PO Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.tx.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Crum & Forster's para obtener información o para presentar una queja al:

1-888-890-1500

Usted también puede escribir a Crum & Forster:

Crum & Forster
305 Madison Avenue
Morristown, NJ 07962

Sitio web: www.cfins.com
E-mail: info@cfins.com

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@ tdi.tx.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.



M.CONTRACT AGREEMENT

THIS AGREEMENT, made this ____day of_____, 20__, between Hidalgo County Regional Mobility Authority, 203 W. Newcombe Ave, Texas 78577, hereinafter called the Authority and Strike Operating Company LLC, a ~~[state] [type of company]~~ Delaware limited liability company or his, its or their successors, executors, administrators and assigns, hereinafter called the Contractor.

WITNESSETH, that the Contractor agrees with Hidalgo County Regional Mobility Authority for the consideration herein mentioned, and at his, its or their own proper cost and expense, to do all the work and furnish all the materials, equipment, teams and labor necessary to prosecute and complete and to extinguish all liens therefore, Contract No. 0921-02-368, entitled 365 Toll Project, in the manner and to the full extent as set forth in the Plans, Standard Specifications, Governing Specifications, Special Provisions, Bid (for the basis of award stated herein below) and other documents related to said Contract which are on file at the office of Hidalgo County Regional Mobility Authority and which are hereby adopted and made part of this Agreement as completely as if incorporated herein, and to the satisfaction of the Authority or its duly authorized representative who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Agreement.

This Contract is awarded on the basis of the Official Total Bid Amount based on the unit price Bid of _____ dollars and _____Cents ($_____).

In consideration of the foregoing premise, the Authority agrees to pay the Contractor for all items of work performed and materials furnished at the amount of the unit prices Bid prices included therefore in the Bid submitted for this Contract, subject to any percentage reductions in the total Contract amount that may be named in the Bid corresponding to the basis of award stated in the above paragraph, and subject to the conditions set forth in the Specifications.

The Contractor agrees as follows:

a. I/WE will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor.

b. I/WE agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

c. I/WE in any solicitations or advertising for employees placed by or on behalf of itself, will state that it is an equal opportunity employer.

d. Notices and advertisements and solicitations placed in accordance with federal law, rule or regulation, shall be deemed sufficient for the purposes of meeting the requirements of this section.

e. Contract Time - The Work will be Substantially Complete within one thousand two hundred sixty four (1264) calendar days after receipt of the initial Notice to Proceed ("NTP"). "Substantial Completion" is defined as all travel lanes open to traffic as approved by the Authority, and no further work is remaining that requires lane closures affecting the mobility of the traveling public on the facility. When the Project reaches Substantial Completion, the Contractor may issue and sign a "Notification of Substantial Completion"certifying that all work has been substantially completed in accordance with the requirements of this agreement, all governmental approvals, and applicable law. Withina period of fifteen (15) days after receipt of this notification, the Authority will decline or accept the Project as Substantially Complete, and if accepted, the Authority will also perform a Substantial Completion inspection and provide to the Contractor a list of items,if any, to be completed prior to Final Acceptance by the Authority. Time charges will be suspended during the Substantial Completion inspection. The Contractor will be allowedup to an additional sixty (60) calendar days for Final Acceptance.

1. Contractor acknowledges that actual damages for failure to Substantially Complete the Project in the Contract Time are difficult to quantify. If Contractor fails to complete the work on or before the Contract Time, the Contractor agrees as adjusted pursuant to the terms therein, to pay the Authority $16,500 per day as liquidated damages to cover losses, expenses, and damages of the Authority for every Working Day which the Contractor fails to achieve Substantial Completion of the Project; provided that, such liquidated damages shall in no event exceed $85,500.

2. Contractor acknowledges that the stated liquidated damages ~~in the amount of $16,500 per Working Day~~ are reasonable for the scope and consequence of the Project and the actual injury to the Authority for late delivery.

f. Failure by Contractor to fulfill these requirements is a material breach of the Contract, which may result in the termination of this Contract, or such other remedy, as the Authority deems appropriate.

g. All notices to Hidalgo County Regional Mobility Authority shall be sent by certified or registered mail, return receipt requested addressed to: Hidalgo County Regional Mobility Authority Executive Director, 203 W. Newcombe Ave, Texas 78577 or at such other address as the Authority may otherwise designate. All notices to Contractor shall be sent certified or registered mail, return receipt requested addressed to: Strike Operating Company LLC, Attn: General Counsel 1900 Hughes Landing Blvd, Suite 500, The Woodlands, TX 77380 or at such other address as said Contractor may otherwise designate in writing.

h. This Agreement shall be governed by the laws of the State of Texas and venue shall be in the state district courts of Hidalgo County, Texas.

i. I/WE will comply with the required conduct described in Title 43, Texas Administrative Code, Rule 10.101 Required Conduct, to wit, Contractor will:

1. disclose to the Authority in writing the existence of a conflict of interest involving an agreement between the Contractor and the Authority and adequately remedy the conflict:
    i. before the effective date of this Agreement; or
    ii. if the conflict of interest arises after the effective date of this Agreement, within five (5) working days after the date that Contractor know or should have known of the conflict;
2. refrain from offering, giving, or agreeing to give a benefit to a member of the Authority's Board of Directors or an Authority employee;
3. adhere to all civil and criminal laws related to business;
4. maintain good standing with the comptroller, other state agencies, states, and agencies of the federal government, and local governmental entities with which the Contractor has or has had a business relationship;
5. notify the Authority in writing within five (5) working days after the date that Contractor knows or should have known of the existence of, and must adequately

address:

i. a conviction of, a plea of guilty or nolo contendere to, a civil judgment for or a public admission to a crime or offense related to business by the Contractor;

ii. debarment of the Contractor by the comptroller, another state agency, another state, or an agency of the federal government for a reason related to business integrity; or

iii. any behavior of the Contractor that seriously and directly affects Contractor's responsibility to the Authority and that is also a violation of:

1. the law; or

2. the Authority's or the Texas Department of Transportation's rules / guidelines that relate to the Contractor's dealing with the Authority.

j. I/We assert that Contractor has an internal ethics and compliance program that complies with Title 43, Texas Administrative Code, Rule 10.51 and the Authority's Ethics and Compliance Program.

k. I/We agree to file Form 1295 with the Texas Ethics Commission pursuant to Chapter 46, Texas Ethics Commission Rules.

l. This Contract and performance and payment hereunder is subject to State Auditor review.

m. Notwithstanding any contrary provisions hereunder, Contractor acknowledges that documents created under or pursuant to this Contract must be retained for four (4) years.

n. Contractor agrees that anytime the Authority is an "indemnitee" or "additional insured" under this Contract, the Texas Department of Transportation has the same rights and is also an "indemnitee" or "additional insured."

o. Contractor makes the following representations:

1. Contractor has and shall maintain all required authority, license status, professional ability, skills, and capacity to perform Contractor's obligations under this Contract and shall perform such obligations in accordance with the requirements of the Contract Documents.

2. No consent or approval of, filing with, or notice to any Person is required to be obtained to make Contractor, in connection with its execution, delivery, and performance of this Contract and the Contract Documents, or the consummation

of the transactions contemplated hereby or thereby, which if not obtained or made, would prevent Contractor from performing its obligations hereunder or thereunder.

3. The information, statements, certifications, and materials set forth in the Proposal / Bid are true, complete, and accurate in all material respects are not misleading in any material respect.

4. No bankruptcy event has occurred or is continuing with Contractor. Contractor acknowledges that a bankruptcy event shall result in a default of this Agreement.

5. In entering into this Contract, Contractor has not relied on any representation, warranty, promise, or statement, express or implied, of the Authority or any party acting for or on behalf of the Authority, other than as expressly set out in the Specifications. Contractor has agreed to undertake and complete the Work solely based Contractor's own investigation and examinations.

p. Each of the Contract Documents is an essential part of this Contract. The Contract Documents are intended to be complimentary and to describe and provide for a complete Contract. In the event of any conflict among the Contract Documents, the order of precedence shall be:

1. Change orders, Contract amendments, Contract supplements;
2. This Contract Agreement;
3. The Bid, to the extent that it exceeds the requirements of other Contract Documents;
4. Plans and Specifications;
5. Governing Specifications as modified by any Special Provisions; and
6. Contract Bonds.

q. Contractor shall provide appropriate security for the Project and shall take reasonable precautions and provide protection to prevent damage, injury, or loss to the Work, materials, and equipment to be incorporated therein, as well as all other property at or on the site, whether owned by the Contractor, the Authority, or any other person. Contractor, at no additional cost to Authority, shall maintain, repair, rebuild, restore, or replace all Work, documents, deliverables, materials, equipment, or supplies which are created, purchased, or acquired as part of the Project or for use during construction that is injured or damaged prior to Substantial Completion, unless Contractor retains responsibility for as a result of contractor's negligence

loss and control of certain elements after Final Acceptance.

r. IN ADDITION TO INDEMNIFICATIONS SPECIFICALLY ADDRESSED IN THE CONTRACT DOCUMENTS, CONTRACTOR SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD THE AUTHORITY, ITS EMPLOYEES, OFFICERS, BOARD MEMBERS, AGENTS, CONSULTANTS, AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY ALL LOSSES ARISING OUT OF RELATING TO OR RESULTING FROM: (I) THE BREACH OR ALLEGED BREACH OF THIS CONTRACT OR ANY CONTRACT DOCUMENTS; (II) THE FAILURE OR ALLEGED FAILURE BY ANY MEMBER OF THE CONTRACTOR, INCLUDING ITS SUBCONTRACTORS, TO COMPLY WITH ANY APPLICABLE LAWS OR GOVERNMENTAL APPROVALS; (III) THE ACTS, OMISSIONS, NEGLIGENCE, RECKLESSNESS, WILLFUL MISCONDUCT, BREACH OF CONTRACT OR LAW BY CONTRACTOR OR ITS SUBCONTRACTORS; (IV) ANY AND ALL CLAIMS BY ANY GOVERNMENTAL ENTITY CLAIMING TAXES BASED ON GROSS RECEIPTS, PURCHASES OR SALES, USE OF PROPERTY OR INCOME OF CONTRACTOR OR ITS SUBCONTRACTORS WITH RESPECT TO ANY PAYMENT FOR WORK UNDER THE CONTRACT DOCUMENTS; AND (V) ANY CLAIM, DEMAND, SUIT, PROCEEDING, INVESTIGATION OR CAUSE OF ACTION BROUGHT AGAINST THE AUTHORITY IN CONNECTION WITH ALLEGED WRONGFUL ACTS OR OMISSIONS RELATED TO THE CONSTRUCTION OF THE PROJECT, INCLUDING WITH RESPECT TO CONSTRUCTION ACCIDENTS.

s. In no event shall the Authority, its employees, officers, board members, agents, consultants or representatives be held liable for injury, damage, or death sustained by reason of a defect or want of repair on or within the site during the period Contractor has operation and control of site, nor shall the Authority be liable for any injury, damage, or death cause by the actions, omissions, negligence, willful misconduct, or breach of applicable Law or contract by Contractor. Contractor expressly acknowledges and agrees to Authority's rights under this Contract to take any action with respect to the Project, including the right to review, comment on, disapprove, and/or accept the Work do not create or impose on the Authority any standard or duty of care toward the Contractor or any other Person, all of which are expressly disclaimed.

to the extent such claim arises out of contractor's negligence,

t. Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action

that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Further, Contractor hereby verifies that it is not engaged in business with Iran, Sudan or terrorist organizations and that it is not a list prepared and maintained by the State of Texas under Texas Government Code, Sections 806.051, 807.051 or 2252.153.

u. In order to protect the Project from early failure, Contractor shall assume responsibility for the actual pavement performance under the Contract specifications for a two (2) year warranty period. Contractor shall not assume any responsibility for the structural design of the Project, but shall be responsible for the mixture design and workmanship. Contractor shall propose a Quality Control Plan to address construction details and procedures. The Authority will evaluate the pavement over the warranty period; final acceptance of the Project with regard to this performance warranty shall not occur until the warranty period has expired.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year written above.

[Signatures to follow].

v. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR, AND EACH PARTY SHALL RELEASE THE OTHER PARTY FROM, ANY CLAIMS, DEMANDS, LOSSES, LIABILITY FOR PUNITIVE, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING BUSINESS INTERRUPTIONS, LOSS OF PROFIT, LOSS OF REVENUES, AND PRODUCTION LOSS, HOWEVER CAUSED.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____

S. David DeAnda, Jr.
Hidalgo County Regional Mobility Authority Chairman

State of Texas, County of Hidalgo

This instrument was acknowledged before me on the_____day of_____, 2021 by_____as Chairman of the Hidalgo County Regional Mobility Authority.

(Personalized Seal)

_____

Notary Public's Signature

Attested By:

_____

Pilar Rodriguez, P.E.
HCRMA Executive Director

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

EVIDENCE OF CORPORATE AUTHORITY

I, Jamie Black, hereby certify that I am ~~Secretary~~ Chief Operating Officer of Stake Operating Company, LLC [Corporation] existing under the laws of the State of Texas, and that the following resolution was adopted at a meeting of the Board of Directors of the said [Corporation] duly called and held on the day of 4 March 20 22, and that the same remains in full force and effect:

(Here insert or attach resolution)

I further certify that Stake Operating Company, LLC is a ~~corporation~~ Limited Liability Company duly organized and in good standing in the State of its creation, and is fully authorized to do business in the State of Texas and is in full conformity with the Laws of the State of Texas.

IN WITNESS WHEREOF, I have hereto appended my signature and the seal of the said Corporation on this the 4 day of March, 20 22.

SECRETARY SEAL

State of Texas County, Hidalgo County

This instrument was acknowledged before me on (date) by (name of officer), (title of officer) of (name of corporation acknowledging), a (state of incorporation) corporation, on behalf of said corporation.

(Personalized Seal)

Notary Public's Signature

ANITA VOTSMIER
ID #3151460
My Commission Expires
March 30, 2024

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N. PERFORMANCE BOND

post award.

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____of the City of_____

County of_____, and State of_____, as Principal

(hereinafter referred to as the "Principal"), and _____

authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as the "Surety"), are held and firmly bound unto Hidalgo County Regional Mobility Authority, (hereinafter referred to as the "Authority"), in the penal sum of

_____Dollars

($_____), lawful money of the United States, well and truly to be paid to Authority, and for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Authority, dated the _____ day of_____, 20_____, to _____ (hereinafter referred to as the "Contract"), attached hereto, and whereas, under the law, said Principal is required before commencing the work provided for in said Contract to execute a bond in the amount of said Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with the plans, specifications, and Contract documents as provided in said Contract, and shall fully indemnify and save harmless the Authority from all costs and damage which the Authority may suffer by reason of Principal's default or failure to do so and shall fully reimburse and repay the Authority all outlay and expense which the Authority may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED FURTHER that the said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same shall, in anyway affect its obligation on this bond. The Surety does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract, or to the work, or to the specifications.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein. post award

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this_____day of_____, 20_____.

_____	_____
Principal	Surety
_____	_____
Signature	Signature
_____	_____
Name & Title	Name & Title
_____	_____
Address	Address
_____	_____
(_____)_____	(_____)_____
Phone Number	Phone Number

The name and address of the Resident Agency of Surety is:

_____

_____

(_____)_____ _____

Phone Number SIGNATURE OF LICENSED LOCAL RECORDING AGENT appointed to countersign on behalf of Surety (Required by Article 21.09 of the Insurance Code)

****

I,_____, having executed Bonds

SIGNATURE

for_____do hereby affirm I have

NAME OF SURETY

verified that said Surety is now certified with authority from either: (a) the Secretary of the Treasury of the United States if the project funding includes Federal monies; or (b) the State of Texas if none of the project funding is from Federal sources; and further, said Surety is in no way limited or restricted from furnishing Bond in the State of Texas for the amount and under conditions stated herein.

*NOTE: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Performance Bond in each contract.

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O.PAYMENT BOND post award.

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____of the City of_____

County of_____, and State of_____, as Principal

(hereinafter referred to as the "Principal"), and _____

authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as the "Surety"), are held and firmly bound unto Hidalgo County Regional Mobility Authority, (hereinafter referred to as the "Authority"), in the penal sum of

_____Dollars

($_____) lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Authority, dated the _____ day of_____, 20_____, to

_____

_____(hereinafter referred to as the "Contract"), which said Contract and the Contract documents incorporated therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein., and whereas, under the law, said Principal is required before commencing the work provided for in said Contract to execute a bond in the amount of said Contract solely for the protection of claimants, as defined by the Chapter 2253, Texas Government Code, in the prosecution of the work provided for in said Contract supplying labor and materials, as defined by law, in the prosecution of the work provided for in said Contract, for the use of each such claimant.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to the Principal, his or its heirs, successors, executors, and administrators, or a subcontractor in the prosecution of the work provided for in said Contract and all duly authorized changes to said Contract that may hereafter

be made, then, this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work performed there under, or to the other Contract Documents accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder or to the other Contract Documents accompanying the same.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this_____day of_____, 20_____.

_____	_____
PRINCIPAL	Surety
_____	_____
Signature	Signature
_____	_____
Name & Title	Name & Title
_____	_____
Address	Address
_____	_____
(_____)_____	(_____)_____
Phone Number	Phone Number

The name and address of the Resident Agency of Surety is:

_____

_____

(_____)_____
Phone Number

_____
SIGNATURE OF LICENSED LOCAL RECORDING AGENT appointed to countersign on behalf of Surety (Required by Article 21.09 of the Insurance Code)

***NOTE: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.**

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HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

P. WARRANTY BOND post award

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, that the_____,
a_____, as "Principal" and_____, as "Surety" or as "Co-Sureties", authorized under the laws of the State of Texas to act as Surety on bonds for principals are held and firmly bound unto Hidalgo County Regional Mobility Authority, (hereinafter referred to as the "Authority"), in the penal sum of_____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with Hidalgo County Regional Mobility Authority, dated the_____day of_____, 2021 (hereinafter referred to as the "Contract"), which said Agreement, along with the Contract Documents referenced therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal shall promptly and faithfully perform all of its warranty obligations under the Contract Documents, as they may be amended or supplemented, including without limitation the fulfillment of all Warranties, and payment of claims, subcontractors, suppliers, materialmen and mechanics, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, it being expressly understood and agreed that the liability of Surety for any and all claims hereunder shall in no event exceed the Bonded Sum.

The following terms and conditions shall apply with respect to this Bond:

1. The Contract Documents are incorporated by reference herein.
2. Surety's obligations under this Bond shall include the Principal's obligation to pay its subcontractors, suppliers, materialmen and mechanics for warranty-related work or supply.

3. The guarantees contained herein shall survive one year after the final completion of the construction called for in the Contract Documents.

4. Whenever Principal shall be, and is declared by the Hidalgo County Regional Mobility Authority and or representatives to be, in default with respect to its warranty obligations under the Contract Documents, provided that the Hidalgo County Regional Mobility Authority is not then in material default thereunder, Surety shall promptly take one of the following actions with the consent of the Hidalgo County Regional Mobility Authority:

   a) arrange for Principal to perform and complete the warranty obligations of this Agreement;

   b) complete the Warranty Work in accordance with the terms and conditions of the Contract Documents then in effect, through its agents or through independent contractors;

   c) obtain bids or negotiated proposals from qualified contractors acceptable to the Hidalgo County Regional Mobility Authority for a contract for performance and completion of the Warranty Work (as defined in the Agreement), through a procurement process approved by the Hidalgo County Regional Mobility Authority, arrange for a contract to be prepared for execution by the Hidalgo County Regional Mobility Authority and the contractor selected with the Hidalgo County Regional Mobility Authority's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Agreement; or

   d) waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, (i) after investigation, determine the amount for which it may be liable to the Hidalgo County Regional Mobility Authority and, as soon as practicable after the amount its determined, tender payment therefore to the Hidalgo County Regional Mobility Authority, or (ii) deny liability in whole or in part and notify the Hidalgo County Regional Mobility Authority citing reasons therefore.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Hidalgo County Regional Mobility Authority to Surety demanding that Surety perform its obligations under this Bond, and the Hidalgo County Regional Mobility Authority shall be entitled to enforce any remedy available to the Hidalgo County Regional Mobility Authority. If Surety proceeds as provided in Subparagraph 4.d, and the Hidalgo County Regional Mobility Authority refuses the payment tendered or Surety has denied

liability, in whole or in part, without further notice the Hidalgo County Regional Mobility Authority shall be entitled to enforce any remedy available to the Hidalgo County Regional Mobility Authority.

6. After the Hidalgo County Regional Mobility Authority has terminated the Principal's right to complete the Agreement, and if Surety elects to act under Subparagraph 4.a, 4.b, or 4.c above, then the responsibilities of Surety to the Hidalgo County Regional Mobility Authority shall not be greater than those of the Principal under the Agreement, and the responsibilities of the Hidalgo County Regional Mobility Authority to Surety shall not be greater than those of the Hidalgo County Regional Mobility Authority under the Agreement. To the limit of the Bonded Sum, but subject to commitment of the unpaid balance to mitigation costs and damages on the Agreement, Surety is obligated without duplication for:
    a) the responsibilities of the Principal for correction of defective work; and
    b) actual damages, including additional legal, design professional, and delay costs resulting from Principal's default, and resulting from the actions or failure to act of Surety under Paragraph 4.
    c) Liquidated Damages under the Agreement.
7. No alteration, modification or supplement to the Warranty provisions of the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this Bond. Surety waives notice of any alteration, modification, supplement or extension of time.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this_____day of_____, 20_____.

_____	_____
PRINCIPAL	Surety
_____	_____
Signature	Signature
_____	_____
Name & Title	Name & Title
_____	_____
Address	Address
_____	_____
(_____)_____	(_____)_____
Phone Number	Phone Number

The name and address of the Resident Agency of Surety is:

_____

_____

(_____)_____	_____
Phone Number	SIGNATURE OF LICENSED LOCAL RECORDING AGENT appointed to countersign on behalf of Surety (Required by Article 21.09 of the Insurance Code)

*NOTE: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

Q.RECEIPT OF ADDENDA

I/We hereby acknowledge receipt of the following addenda and have made the necessary revisions to the Bidder's Proposal, plans, and specifications, etc., and agree that these addenda are included in the Bidder's Proposal.

Addenda #	Signature	Date
1. 1	J. Weingrad	February 21, 2022
2. 2	J. Weingrad	February 21, 2022
3. 2-Corrected	J. Weingrad	February 21, 2022
4. 3	J. Weingrad	February 28, 2022
5.		
6.		
7.		
8.		
9.		
10.		

I/WE understand that failure to confirm Receipt of Addenda may result in the bid not being accepted.

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1800 Hughes Landing Blvd., Suite 500, The Woodlands, TX 77380 | 281.362.9708 | 888.353.1444 WWW.STRIKEUSA.COM

CLARIFICATIONS & QUALIFICATIONS

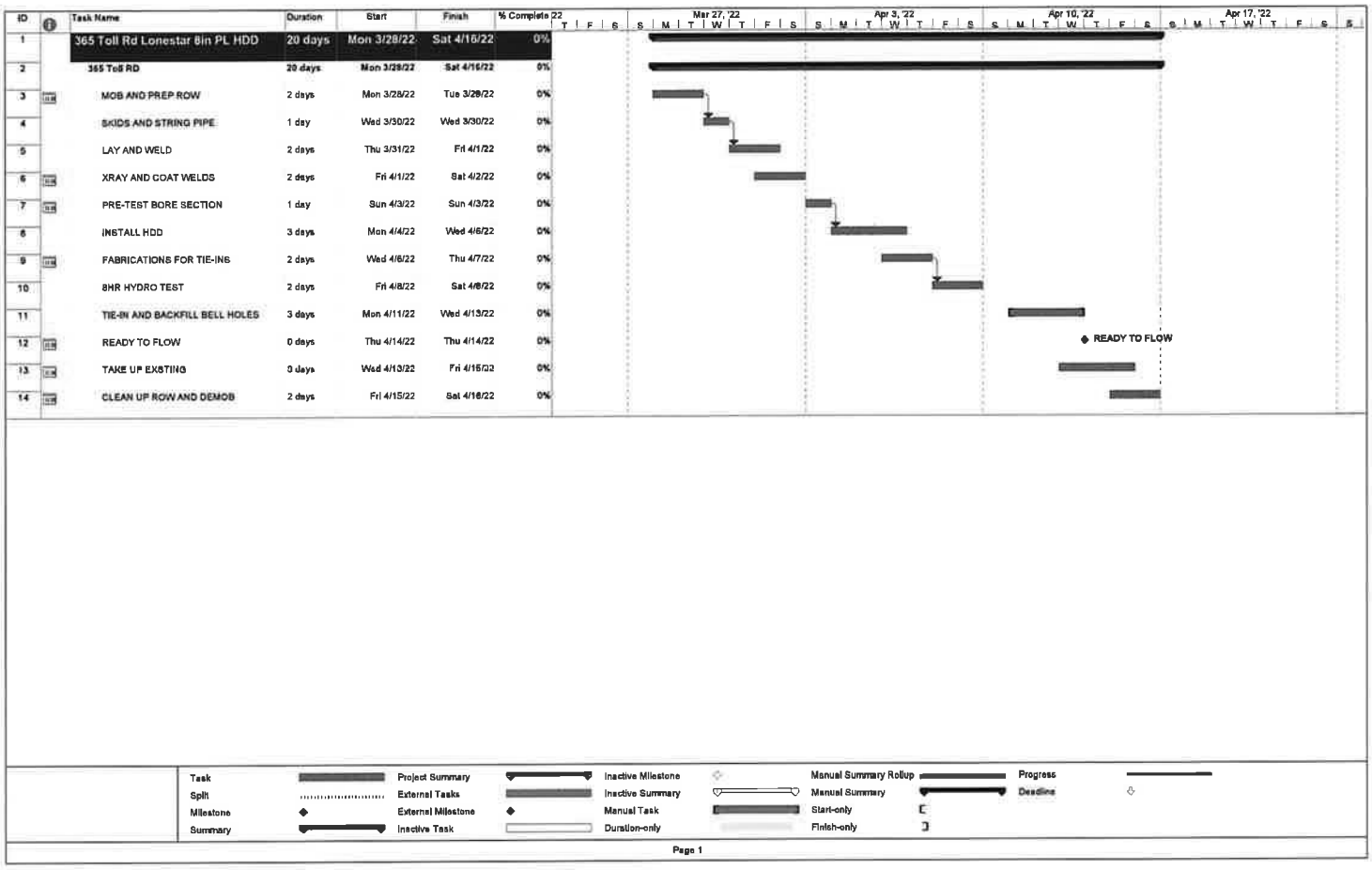
The following Clarifications and Qualifications will apply to the HRCMA project described as the 8" Lonestar PL Relocation Maintenance Project located in McAllen, TX.

- Proposal is based on working 6days week 10hrs per day.
- Proposal is based on scope of work received.
- Proposal is based backfilling excavations with existing materials.
- Proposal is based on Strike working as long as weather and ground conditions permit.
- This bid submittal is subject to market conditions that may substantially impact project costs before commencement of work. To the extent such market pressures cause an increase in the anticipated cost from the time of this submittal in excess of three percent (3%) for a particular item (e.g. materials, fuel, labor), the parties hereto acknowledge and agree to an upward price adjustment on a pro-rata basis of that particular item. For example, if the ratio of the current cost of fuel and the cost of fuel at the time of bid is greater than 3%, then the total difference will be added to the bid price for fuel.
- Proposal does **not include** any testing, handling, or disposal of contaminated soils.
- Proposal does **not include** demo or removal of existing concrete on south side of levee back to the tie-in point.

Subcontractor:

Arrow Directional: HDD

MoVac: water services


ID
Task Name
Duration
Start
Finish
% Complete
Mar 27, '22
Apr 3, '22
Apr 10, '22
Apr 17, '22
1 365 Toll Rd Lonestar 8in PL HDD 20 days Mon 3/28/22 Sat 4/16/22 0%
2 365 Toll RD 20 days Mon 3/28/22 Sat 4/16/22 0%
3 MOB AND PREP ROW 2 days Mon 3/28/22 Tue 3/29/22 0%
4 SKIDS AND STRING PIPE 1 day Wed 3/30/22 Wed 3/30/22 0%
5 LAY AND WELD 2 days Thu 3/31/22 Fri 4/1/22 0%
6 XRAY AND COAT WELDS 2 days Fri 4/1/22 Sat 4/2/22 0%
7 PRE-TEST BORE SECTION 1 day Sun 4/3/22 Sun 4/3/22 0%
8 INSTALL HDD 3 days Mon 4/4/22 Wed 4/6/22 0%
9 FABRICATIONS FOR TIE-INS 2 days Wed 4/6/22 Thu 4/7/22 0%
10 8HR HYDRO TEST 2 days Fri 4/8/22 Sat 4/9/22 0%
11 TIE-IN AND BACKFILL BELL HOLES 3 days Mon 4/11/22 Wed 4/13/22 0%
12 READY TO FLOW 0 days Thu 4/14/22 Thu 4/14/22 0%
13 TAKE UP EXSTING 3 days Wed 4/13/22 Fri 4/15/22 0%
14 CLEAN UP ROW AND DEMOB 2 days Fri 4/15/22 Sat 4/16/22 0%
READY TO FLOW
Task
Split
Milestone
Summary
Project Summary
External Tasks
External Milestone
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
Progress
Deadline

1800 Hughes Landing Blvd., Suite 500, The Woodlands, TX 77380 | 888.353.1444 WWW.STRIKEUSA.COM

Juan Angel Salinas
Office: 713.389.2482

Senior Project Manager
Email: Juan.Salinas@strikeusa.com

RESPONSIBILITIES

Responsible for providing project support and project management. Responsible for quality assurance and quality control, ensuring deliverables meet client standards and expectations; other responsibilities include providing client support and communication, audit support, and meeting facilitating.

EMPLOYMENT HISTORY

Jan. 2012 – Current

Strike, LLC / The Woodlands, TX

Senior Project Manager

- Overall Project Performance
- Pipeline Project Estimation and Scheduling
- Pipeline Project Planning and Controls
- Project Financial and Risk Analysis
- Time and Change Management
- Contract Conformance
- Project Team Supervision
- Client Relations

Project Manager

- Overall Project Performance
- Pipeline Project Estimation and Scheduling
- Pipeline Project Planning and Controls
- Project Financial and Risk Analysis
- Time and Change Management
- Contract Conformance
- Project Team Supervision
- Client Relations

Project Engineer

- Manage and supervise site work construction for Cooke CDP Plant and new pad construction for Powers, Wesley, Green Swaim Central Tank Batteries
- Manage and track well site schedule for Talisman USA
- Prepare bids/estimates for well site and pipeline projects
- Track job cost and prepare summaries for well site and pipeline projects
- Manage budget and change orders for well site and pipeline projects
- Enterprise MAOP Project

- Prepare a detailed schedule and update based on Strike's ongoing activities
- Track billings on each project and changes on the project
- Prepare daily reports to forward to all parties documenting Strike's activities, progress and changes to the work
- Serve as a single Strike point of contact for project status for both make ready and hydro testing crews

2003 – 2011

Casa Engineering L.L.C. / Harrington, TX
Graduate Engineer/CAD Tech/Inspector

- Produce engineered drawings and specifications of residential and commercial buildings
- Convert Engineers field sketches to Auto Cad drawings
- Design and inspect residential and commercial structures to meet high wind requirements for coastal areas
- Produce elevation and contour drawings for existing structures using land development program
- Civil and structural drafting details for Chief Engineer
- Design structural foundations for pre-engineered metal buildings
- On-site sewage facility design septic systems

2005 – 2011

Draft Computer Design/ Penitas, TX
Designer/Owner

- Drafting and design services for residential and small commercial contractor/clients
- Recheck

2002 – 2003

Texas State Technical College/ Harlingen, TX
Math Tutor

- Assist students with college Algebra and Trigonometry problems

2001 – 2001

Skill Services
Operator

- Operate machinery at jobsite for new for new building construction
- General labor

PARTIAL LIST OF PROJECT HISTORY

Enterprise

- **2021** – Formosa Meter Station – Set meter run, fabricate piping connecting to meter run. Pour foundation for meter run and supports for fabrication. Sandblast paint and hydro test all fabrication in Point Comfort, TX
- **2019** – Sage Beeler 2" Meter - Fabricate 2" riser/spool pcs, sandblast and paint spools, assist with 2in on 10in Hot Tap, set 2" Skid mounted meter tube and bolt up spool pcs, 1-load of limestone base, 1-day Hydro-vac in Big Wells, TX

- **2018 - 2019** – EFPL to Shoup Expansion - Installation of 18.1 miles of 8" and 4 miles of 16" NGL pipeline along with two (2) pump stations
    - Papalote Station - Installation of a 800 HP pump station, along with all associated metering, tie-ins and I&E, including two (2) bi-directional laterals through the station
    - Three Rivers Station - Installation of a 600 HP pump station, along with all associated metering, tie-ins and I&E, including two (2) bi-directional laterals through the station**2017** - Delmita LP Pipe Replacement Projects – Installation of approximately 1000' of 4" pipeline, including pipe fittings and pipeline reconnect
- **2017** – ETG West at Azure Stanley - to install two new connections between existing EP pipelines and the currently idle ETG 24" pipeline previously owned by Azure. The effect of the connections will be to route all flow from the 16-inch Stanley in Stanley, LA

South Texas Electric Cooperative

- **2021 –** Redgate General Call Outs – Maintenance and repair in Edinburg, TX

Calpine Corporation

- **2021** – General Call Outs in Edinburg, TX

Mockingbird Midstream Gas

- **2021 –** 20 MS CHK DHN ETC Delivery – Build concrete piers for all piping and meter run installation. Hydro excavate ditch, fabricate, paint and install piping with meter run to connect Williams to ETC in Dilley, TX
- **2020 –** ETC 12in Valve Install – Remove blinds and install 12 inch valve in Carrizo Springs, TX
- **2020 –** CS DHN Check Install – Cut section of pipe to make room for axial piston check valves; install 1" equalization lines in Laredo, TX

Energy Transfer

- **2021 –** Burks Ranch Meter & Control – Installation of Meter & Control Facility; Installation of (1) 12" OPP Valve Setting; Installation of (1) 24" Meter Inlet Header, (1) 24" Meter Outlet/FCV Inlet Header, (1) 20" FCV Outlet Header and 20" piping interconnect; Installation of (1) 12" Meter Skid and (1) 10"x8" FCV Run; Installation of (1) EGM Building, (1) GC Building, (3) Light Poles; Fabrication and installation of all piping assemblies, foundations, bollards, pipe supports, and hydrostatic testing of all pressure containing materials, drying, and restoration of existing site in Cotulla, TX

South Texas Electric

- **2020 –** 3x3 Piston Stand – Fabricate one (1) 3' x 3' piston stand in Mission, TX

DCP Midstream

- **2019 –** Dicker Rd. 8" HDD – Installation of 500 ft of 8" PL section by HDD method under Dicker Rd in McAllen, TX.
- **2019 –** DCP Toll Road Relocation – Installation of 400' of 8" pipe on existing ROW, take up and cut in 40' section of existing 8" pipe and deliver to DCP plant in Hidalgo, TX
- **2018** – LN 4 12" PL Digs – (4) Four 12" anomaly digs in Edinburg, TX

Kinder Morgan

- **2018** – US Highway 83 Line Lowering – Lowering line alone US Highway 83 in Edinburg, TX

ADDITIONAL SKILS / CERTIFICATIONS

- Passed the NCEES 8-hour Fundamentals of Engineering (FE) Examination. October 2011
- Design residential homes using Wood Works Software for high wind design
- Certified International Residential Building Inspector
- NRCA Roofing 101 Certification Course Completion
- USP Structural Course Completion. (Code Compliant Construction, High Wind Resistant Construction and Site Built Shearwall, Wall Bracing)
- Fluent in Spanish

EDUCATION

2011 — **Texas A&M University/ Kingsville, TX**
Bachelor of Science in Civil Engineering
- Member of Chi Epsilon Chapter

2003 — **Texas State Technical College/ Harlingen, TX**
Associates of Applied Science in Computer Drafting and Design
- Deans Honor Roll

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Esteban Villarreal *Superintendent*
Mobile: *346.218.8419* ***Email:*** *Esteban.Villarreal@strikeusa.com*

RESPONSIBILITIES

Project Superintendent is responsible for overseeing and supervising all phases of construction with inner company as well as clients and municipalities. Concerns are, but not limited to, crew management and major construction projects that require vast coordination and diversities in scope of work. Overall on-site management, QA/QC management, site supervision, client interface, scheduling and coordination of job performance activities including safety, environmental, employees, construction, materials, equipment, and sub-contractors.

EMPLOYMENT HISTORY

Sept. 2017 – Current — **Strike, LLC / The Woodlands, TX**
Superintendent

- Overall Project Performance
- Project Estimation and Scheduling
- Project Planning and Controls
- Project Financial and Risk Analysis
- Time and Change Management
- Contract Conformance
- Project Team Supervision
- Client Relations
- QA/QC Management
- Site safety

Jun. 2012 – Sept. 2017 — **SEPCO**
Feb. 2014 – Sept. 2017 *Maintenance Supervisor*
Jan. 2013 – Feb. 2014 *Staff Associate*
Jun. 2012 – Jan. 2013 *Maintenance Lead*

- Participate in Leadership Meetings
- Work with Engineers on Cost and Projects to Maintain Production
- Work with Management Team to Ensure Operations & Maintenance Maintain Production
- Supervised 50 employees including Special Project Crews that could exceed 100 employees
- Control Budget Assessment & Maintenances
- Tracking KPI's, FSR, Clairs; PTW Audits, and BBSM
- Employee Evaluations, IDP - Roles & Responsibilities
- PTW Audits, Safety Steering Team Sponsor, SIMOPS & LOTO

Oct. 2006 – Jun. 2012 **H & S Constructors**

Construction Supervisor

- Overseeing all construction of facilities
- Responsible for planning construction activities based on project schedules and drawings
- Communicate with the Shell on-site rep to coordinate all work, workers, welders and all construction operators daily
- Responsible for scheduling work for the week which includes but not limited, to organizing materials, aligning labor force (i.e.: construction crews, welders, x-ray companies), aligning any necessary equipment (i.e.: heavy equipment, water trucks, man lifts), pre-construction layouts, setting piping and equipment for the facilities being constructed
- On a monthly basis, coordinate and discuss future projects with Shell's on-site rep to ensure all necessary drawings, materials and work force are available to meet scheduled work

PARTIAL LIST OF PROJECT HISTORY

Enterprise

- **2021** – Formosa Meter Station – Set meter run, fabricate piping connecting to meter run. Pour foundation for meter run and supports for fabrication. Sandblast paint and hydro test all fabrication in Point Comfort, TX
- **2019** – Sage Beeler 2" Meter - Fabricate 2" riser/spool pcs, sandblast and paint spools, assist with 2in on 10in Hot Tap, set 2" Skid mounted meter tube and bolt up spool pcs, 1-load of limestone base, 1-day Hydro-vac in Big Wells, TX
- **2018 - 2019** – EFPL to Shoup Expansion - Installation of 18.1 miles of 8" and 4 miles of 16" NGL pipeline along with two (2) pump stations Carnes County and Nueces County, TX
    - Papalote Station - Installation of a 800 HP pump station, along with all associated metering, tie-ins and I&E, including two (2) bi-directional laterals through the station
    - Three Rivers Station - Installation of a 600 HP pump station, along with all associated metering, tie-ins and I&E, including two (2) bi-directional laterals through the station

Williams

- **2020 –** San Pedro PSV Mods – Above ground pipe fabrication and installation in Carrizo Springs, TX

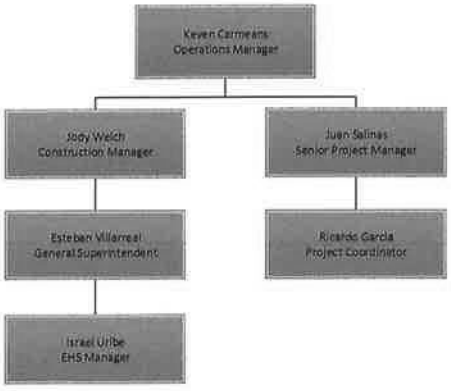
NuStar Energy

- **2020 –** NuStar Hwy 281 Reroute – Demo and new pipe installation of 5,600' of 8" pipe, hydrotest and coating in Premont, TX

Enbridge

- **2019** – Valley Crossing Pipeline Warranty Work - 171-mile intrastate natural gas pipeline, and facilities for Spectra's Valley Crossing Pipeline project commissioned by the Comisión Federal de Electricidad. Agua Dulce Compressor Station with 168,980 Horsepower-Brownsville Compressor Station with 96,560 Horsepower - (8) Bi-Direction receipt meter regulator stations - (1) Delivery meter regulator station-(4) Tap facilities with 6,250 MMCF/D of capacity from Agua Dulce, TX to Brownsville, TX

ORGANIZATIONAL CHART - 8" LONESTAR
PIPELINE RELOCATION



STRIKE

REPRESENTATIVE PROJECT LIST

YEAR	JOB NAME and DESCRIPTION OF WORK	LOCATION	OWNER
2021	**20" Burks Rach Lateral** installaion of 7.4 miles of 20" natural gas pipeline in Cotulla, TX	Cotulla, TX	Energy Transfer
2021	**2021 LG&E Transmission Modernization Program** Installation of 3495' of 24" and 800' of 8' steel tramsmission piping on LG&E's Penile to Blanton Pipeline, 529' of 24" steel transmission pipe on LG&E's Preston to Piccadilly Pipeline in Louisville, KY	Louisville, KY	Louisville Gas & Electric
2021	**Borger Express Pipeline - Spread 3** Installation of 51.4 mi of 16" crude oil pipeline, (3) HDDs for approx. 4,530 LF, and bores for approx. 3,840 LF in Cleo Springs, OK	Cleo Springs, OK	Navigator Energy
2021	**TETCO 30" HDD** Installation of 3,149' of 30" pipeline via HDD under the Corpus Christi Shop Channel, and removal of 3,400' of existing 30" line	Corpus Christi, TX	Enbridge
2020 - 2021	**Whistler Pipeline** Installation of 222 miles of 42" natural gas pipeline, with ten (10) HDDs totaling 8,739', and engineering and procurement for five (5) meter stations ranging from 250 MMscfd to 1.4 BCF/d	Del Rio, TX to Agua Dulce, TX	WhiteWater Midstream
2020 - 2021	**8" PGP and 12" Ethylene Pipelines Segment B** Installation of 115 miles of 8" PGP pipeline and 60 miles of 12" ethylene pipeline; 8,000' installed via bundled HDD	Brazoria County, TX	Enterprise Products
2014 - Current	**Phillips 66 Central Division Maintenance Program** Routine maintenance and small capital projects	OK, TX, KS, MO, IL	Phillips 66
2012 - Current	**Roving Crew Alliance** Pipeline Integrity and Maintenance Services: Projects consist of anomaly investigations and remedial actions including but not limited to recoats, composite wraps (clock springs), cut outs, casing extensions/replacements, valve exchanges, etc. on diameters varying from 4" up to 42"	AL, AR, IL, IN, KY, LA, MO, MS, OH, OK, TN, TX, VA	Enbridge
2010 - Current	**LyondellBasell Turnkey Maintenance and Integrity Program** Pipeline maintenance services including anomaly investigations and cutouts; make ready and hydrotest; assist with MFL and ILI tool runs; relocates, upgrades, removals, fabrication and installation of various valves, meters, launcher/receivers, and pig traps. re-routes and new lays, capital upgrades at the following Gulf Coast Locations: BYO (Bay Area Operations); BCO (Bayport Facility); Chocolate Bayou Facility (Freeport, TX); Equistar Pipeline Facilities; HRO (Houston Area Operations); LPO (La Porte Operations); LYB108 Facility (Lake Charles, LA); MBO (Mont Belvieu Operations)	Gulf Coast	LyondellBasell
2020	**Crossover II / Hungerford Pipeline** Installation of 62 miles of 36" natural gas pipeline	Colorado County to Brazoria County, TX	Kinder Morgan
2020	**Port Arthur Pipeline Project** Engineering, procurement and construction of 11.2 miles of 24" pipeline, including 55,000' of trenchless installation, to connect the Phillips 66 facility to USD Group's new Port Arthur Terminal	Port Arthur, TX	USD Group
2020	**Augustus PL and Facilities** Installation of 34 miles of 20" and 1.6 miles of 18" crude oil pipelines; Civil, mechanical and I&E for tie-ins at four (4) pump stations, including installation of a 200 HP mainline pump and 40 HP booster pump	Midland to Crane, TX	Centurion
2020	**18" Pipeline Highway 146** Relocation of 3.2 miles of 18" refined products pipeline	Texas City to Seabrook, TX	Magellan Midstream
2020	**GMP Arnett to VLO Perryton** Installation of 35 miles of 12" crude oil pipeline	Midland, TX	Navigator Energy
2020	**Desert Hills Pipeline** Installation of 8.1 miles of 20" HDPE, 3 miles of 18" HDPE and 3.4 miles of 12" HDPE water gathering lines	Reeves County, TX	Crestwood
2020	**VCP-EFM Meter Station and Lateral** Installation of a natural gas meter station consisting of two (2) dual 12" meter skids and two (2) dual 12" control valve skids and other equipment, along with 2,100' of 30" tie-in lateral	Nueces County, TX	Enbridge
2020	**DOT - MX-30 Pipeline** DOT replacement of 12.2 miles of 8" natural gas pipeline	Midland, TX	Phillips 66
2020	**Wildhorse Connection and Basin Bypass** Installation of 2,100' of 24", excavcation and removal of old piping, and construction of site infrastructure, civil and I&E at Enbridge's Cushing Terminal	Cushing, OK	Enbridge
2020	**LouTex PGP Pipeline** Installation of 4 miles of 8" polymer grade propylene pipeline	Calcasieu Parish, LA	Enterprise Products
2020	**Bootleg to Rojo Grande** Installation of 6.3 miles of 20" natural gas pipeline	Lea County, NM	Lucid Energy

STRIKE

REPRESENTATIVE PROJECT LIST

YEAR	JOB NAME and DESCRIPTION OF WORK	LOCATION	OWNER
2019 - 2020	**FERC - Midship Pipeline Project** Spread 1: Installation of 56.6 miles of 36" natural gas pipeline Spread 2: Installation of 63.55 miles of 36" natural gas pipeline Chisholm Lateral: Installation of 20.35 miles of 30" natural gas pipeline Velma Lateral: Installation of 13.59 miles of 16" natural gas pipeline	Kingfisher County, OK to Carter, OK	Cheniere Energy
2019 - 2020	**Blue Line Replacement Project - Jefferson City West & East** Installation of 29.5 miles of 10" highly volatile liquids pipeline, including ten (10) HDDs and (27) bores	Jefferson City, MO	Phillips 66
2019 - 2020	**Fitness-for-Service Remediation Program** (248) integrity digs across Oklahoma, Arkansas, Louisiana, Texas and Missouri	OK, AR, LA, TX, MO, IL, ND	Enable
2019 - 2020	**20 Inch System Upgrade** Installation of 44 miles of 20" natural gas pipeline	Lea County, NM	Lucid Energy
2013 - 2020	**US Pipeline Construction and Maintenance Service Contract** Provide integrated services including pipeline dig inspections, hydrostatic testing, pipeline segment replacements for class changes, etc. throughout the US	IN, KS, KY, LA, MN, MO, MT, ND, NE, OH, OK, SD & TX	TC Energy
2019	**Galena Park to East Houston 20"** Installation of 8 miles of 20" natural gas pipeline from Magellan's Galena Park Terminal to Magellan's East Houston terminal, with (18) total HDDs ranging from 700' to 4400' totaling 31,000'	Houston, TX	Magellan Midstream
2019	**Crude Pipeline and Facility Project** Full turnkey EPC pipeline and facility project, consisting of 10 miles of 12" single lay pipeline, six (6) future tap assemblies, one (1) mainline valve and required launcher/receivers along with four (4) 400 BBL tanks, required pumps, metering and automation to transport and store crude in the Permian region	Winkler and Ward Counties, TX	Gibson Energy
2019	**BH2 West Inlet** Installation of 20 miles of 20" and 5 miles of 12" natural gas pipeline	Douglas, WY	Crestwood
2019	**Lea Gathering 12"** Installation of 52 miles of 12" natural gas gathering pipeline	Mentone, TX	Oryx Midstream
2019	**Big Eddy Trunkline** Installation of 23 miles of 20" natural gas pipeline	Lea County, NM	Lucid Energy
2019	**EFPL to Shoup Expansion Pipeline** Installation of 18.1 miles of 8" and 4 miles of 16" NGL pipeline	Carnes County and Nueces County, TX	Enterprise Products
2019	**Peregrine Lateral** Installation of 17.4 miles of 12" NGL pipeline, along with a meter station, launcher, receiver, six (6) bores and three (3) HDDs	Orla, TX	Targa Resources
2019	**TX-187C** Engineering, procurement and construction of 2.8 miles of 12" and 40' of 10" ethane pipeline, including three (3) HDDs	Mont Belvieu, TX	ExxonMobil
2019	**Keach to Xmas** Installation of 11 miles of 20" natural gas pipeline	Nordheim, TX	DCP Midstream
2019	**Carlsbad South 12"** Installation of 16 miles of 12" natural gas pipeline	Eddy County, NM	Oryx Midstream
2019	**MTBV 16" Transfer Line** Installation of 2.2 miles of 16" and 1 mile of 12" ethylene, and a small 8" lateral within the Enterprise West Storage and East Storage facilities	Mont Belvieu, TX	Enterprise Products
2019	**South Ward Corridor Crude** Installation of 7.4 miles of 10" and 2.4 miles of 6" crude oil pipelines	Reeves County, TX	Diamondback Energy
2019	**MVP Connection** Installation of 1.4 miles of 20" refined products pipeline, one (1) 2,600' HDD and three (3) bores totaling 800', three (3) of which are located at least partially within Magellan's Galena Park Terminal grounds	Houston, TX	Valero
2019	**Salt Flat Pipeline and Facilities Project** Installation of 2.7 miles of 10" crude oil pipeline and a greenfield 400 HP pump station, along with tie-in modifications to an existing station	Eddy County, NM	Centurion
2019	**TETCO Interconnect Meter Station & Pipeline** Installation of 1 mile of 20" natural gas pipeline that includes a 3,000' HDD, along with a launcer, receiver, and interconnect meter station	Beaumont, TX	Natgasoline
2019	**Red Hills 24" Inlet** Installation of 4.2 miles of 24" natural gas pipeline	Jal, NM	Lucid Energy
2019	**ODOT 24" Crane Interconnect** Installation of 4.65 miles of 24" crude oil pipeline	Crane, TX	Oryx Midstream

STRIKE

REPRESENTATIVE PROJECT LIST

YEAR	JOB NAME and DESCRIPTION OF WORK	LOCATION	OWNER
2018 - 2019	**Gulf Coast Express Pipeline** Spread 4: Installation of 114.6 miles of 42" natural gas pipeline from Del Rio, TX to Big Wells, TX Spread 5: Installation of 124.9 miles of 42" natural gas pipeline from Big Wells, TX to Agua Dulce, TX	Del Rio, TX to Agua Dulce, TX	Kinder Morgan
2018 - 2019	**EH2H Spreads 2 & 3** Installation of 92 miles of 20" refined products pipeline; (124) bores totaling 21,939', (47) HDDs totaling 64,258', with 37 miles of the project within a Centerpoint ROW and 8 miles within the Houston Toad Habitat	Houston, TX to Hearne, TX	Magellan Midstream
2018 - 2019	**Midland to Sealy 2** Installation of 34 miles of 16" NGL pipeline including (39) bores and (13) HDDs	Sealy, TX	Enterprise Products
2018 - 2019	**Northshore Pipeline Program** Engineering, procurement and construction of nine (9) mainline pipeline installations, utilizing three (3) bundled HDDs, 3,012 LF in length, with each bundle containing three (3) pipelines (qty. 1 x 20", qty. 2 x 16") and one (1) 4" HDPE conduit, spanning the Tule Lake Channel; also, conventional lay 1,865 LF of two (2) 20" pipeline, six (6) 16" pipelines, three (3) 4" HDPE conduits, 220 LF of one (1) 20" pipeline and 350 LF of 20" railroad slick bore	Corpus Christi, TX	POTAC
2018 - 2019	**Cedar Canyon to San Mateo** Installation of 23 miles of 12" and 10" crude oil pipeline and 63,000' of fiber optic installation	Carlsbad, NM	Oxy Midstream
2018 - 2019	**Dix Ranch Offload to Lobo** Installation of 5 miles of 30" natural gas pipeline; 1,000' of 30" via HDD, fabrication and installation of one (1) 10" conventional receiver, one (1) 10" riser and one (1) 10" valve; cut the existing Dix Ranch 10" pipeline and install the new 10" pig launcher	Laredo, TX	Energy Transfer
2017 - 2019	**Gathering System Pipeline(s)** Engineering, procurement and construction of pipeline interconnects from newly drilled wellheads in the Eagleford to existing customers; Six (6) pipeline systems in 2018 with increased production assumed through 2020; pipeline sizes range from 6" to 10" and stretch up to 2 miles in length per interconnect; pipe, valve, launcher and receiver design, procurement and installation	Eagle Ford Shale South Texas	Vitruvian Exploration
2018	**Salt Creek West Trunkline** Installation of 56 miles of 16" and 30" natural gas pipeline, five (5) HDDs totaling 1,600', (16) road bores and (295) underground utility crossings	Pecos, TX	ARM Energy
2018	**20" Mustang Pipeline** Installation of 25 miles of 20" butane pipeline and 1.5 miles of 6" pipeline including (33) HDD's totaling 57,022' and (68) bores totaling 6,910'	Baytown, TX	Targa Resources
2018	**State Line to Pecos 20" Pipeline** Installation of 42.3 miles of 20" natural gas pipeline	Mentone, TX	Oryx Midstream
2018	**Carlsbad to Stateline** Installation of 30 miles of 16" natural gas pipeline	Mentone, TX	Oryx Midstream
2018	**East Slash to Orla Pipeline** Installation of 23 miles of 20" natural gas pipeline	Orla, TX	Crestwood
2018	**SPL KMLP Meter Station Construction** Installation of 1,157' of 36" lateral natural gas pipeline connecting to a custody transfer meter station; the natural gas meter station consists of three (3) 650 MMSCFD inlet filter separators, ultrasonic meters including one (1) 4", one (1) 12" and three (3) 16" meter runs, flow control, EGM building with electronic flow measurement and all related appurtenances; installation of 2,900' of sheet piling, 1,500' of well pointing, and cutting of 62 piles	Cameron, LA	Cheniere Energy
2018	**East to West M&R Stations and Lateral Project** Installation of two (2) meter and regulation stations; 2,300' of 16" lateral pipeline and road construction	Gillis, LA	Florida Gas Transmission Company
2018	**Shin Oak Pipeline 4 Mile Stretch** Installation of 4 miles of 24" NGL pipeline	Tuscola, TX	Enterprise Products
2018	**Louisiana Class Change** Replacement of 6,412' of 24" natural gas pipeline in four (4) sections and replace 3,576' of 30" natural gas pipeline in two (2) sections	Milton, LA	TC Energy
2018	**Ohio Class Change Project** Pipe replacement, hydro-testing, and drill on 5.5 miles of 24" pipeline	Lucas, OH	TC Energy
2018	**Southern Kentucky Class Change** Hydro-test 7.5 miles of 30" ML200, pressure test to identify, cut out the sections and replace with new material	Edmonton, KY	TC Energy

STRIKE

REPRESENTATIVE PROJECT LIST

YEAR	JOB NAME and DESCRIPTION OF WORK	LOCATION	OWNER
2018	**Wise West Lateral** Installation of 8 miles of 16" natural gas pipeline to include associated pipe, valves and materials	Pecos, TX	Salt Creek Midstream
2018	**DOT - Hartsville Forced Relo** DOT relocation of 250' each of two (2) 30" lines and one (1) 16" line	Lebanon, TN	TC Energy
2018	**Line QC and QB Pressure Tests and Line QC Replacements** Install and replace 26" and 12" pipe along Line QC, reclaim old valves and pipe, pressure test about 13 miles of 26" on Line QC and Line QB	Overland Park, KS	Southern Star Central Gas Pipeline
2018	**Turnpike Replacement Project** Engineering, procurement and construction of 2,500' of new 16" pipeline with two (2) HDDs, and two (2) line stop assemblies	Luther, OK	DCP Midstream
2017 - 2018	**Valley Crossing Pipeline Project** 171-mile intrastate natural gas pipeline, and facilities for Enbridge's Valley Crossing Pipeline project commissioned by the Comisión Federal de Electricidad of Mexico **PIPELINE** - 136 Miles of 48" mainline from Nueces County, TX to Cameron County, TX - 23.1 Miles of 42" pipeline in Cameron County, TX - 10.78 miles of multi-line 42" gathering header located in Agua Dulce, TX - 6,590' of 42", 1.50wt and 1.80wt, shore approach - direct pipe drill to offshore interface	Agua Dulce, TX to Brownsville, TX	Enbridge
2017 - 2018	**Ethane & Ethylene Pipeline Project Installation** Full turnkey engineering, procurement and construction for 71 miles of 16" single lay refined products pipeline from Webster, TX to Clemville, TX and 40 miles of 16", 10' and 8" triple lay refined products pipeline from Clemville, TX to Point Comfort, TX including the installation of six (6) scraper traps, eleven (11) manually operated valves, and four (4) electric operated valves; the 16" line will be used to transport ethane from Webster to Point Comfort while the 10" and 8" lines will be bi-directional pipeline system capable of transporting ethylene from Clemville to Point Comfort; Strike's scope included FEED, detailed engineering design, procurements of all materials including line pipe, and installation of the pipeline	Webster, TX to Point Comfort, TX	Formosa Plastics
2017 - 2018	**East Trunk Line** Installation of 43.7 miles of 16" and 30" natural gas pipeline, 3,114' of 16" and 161' of 30" HDD, 120' of 16" and 923' of 30" bores	Monahans, TX	ARM Energy
2017 - 2018	**Willow Lake to Orla Pipeline** Engineering, procurement, and construction of 30 miles of 20" natural gas pipeline; included FEED, detailed engineering design, procurement and installation	Mentone, TX	Crestwood
2017 - 2018	**Diamondback Utah Gathering** Installation of 25.5 miles of 12" crude oil pipeline	Coyanosa, TX	Oryx Midstream
2017 - 2018	**Corpus West to Corpus East Dual 20" Pipeline** Installation of 5.9 miles of dual 20" crude oil pipe, four (4) pig traps and two (2) valve settings	Corpus Christi, TX	Plains All American

HRCMA 365 Toll RD 8in Lonestar PL Relocation
8in PL Relocation
PO:
AFE:
Strike Job # 101-
Bill Sheet for Invoice No. 1
Date:

8in PL Relocation	Unit Qty LS	Unit Price	Previous Complete		Complete This Period 6/7 - 7/2		Total To Date	
CONTRACT								
8" X 0.322 API 5L-PSL2 X52 Line Pipe with FBE + ARO Coating	1	$ -	0%	$ -	0%	$ -	0%	$ -
8" X 0.250 API 5L-PSL2 X52 Line Pipe with FBE Coating	1	$ -	0%	$ -	0%	$ -	0%	$ -
Miscellaneous Materials	1	$ -	0%	$ -	0%	$ -	0%	$ -
Freight and Tax	1	$ -	0%	$ -	0%	$ -	0%	$ -
Mobilization	1	$ -	0%	$ -	0%	$ -	0%	$ -
Demobilization	1	$ -	0%	$ -	0%	$ -	0%	$ -
Direct Labor / Supervision	1	$ -	0%	$ -	0%	$ -	0%	$ -
Direct Equipment	1	$ -	0%	$ -	0%	$ -	0%	$ -
Horizontal Directional Drill Contractor	1	$ -	0%	$ -	0%	$ -	0%	$ -
Water Supply / Hauling Contractor	1	$ -	0%	$ -	0%	$ -	0%	$ -
NDT Inspection Contractor	1	$ -	0%	$ -	0%	$ -	0%	$ -
Soil Compaction Contractor	1	$ -	0%	$ -	0%	$ -	0%	$ -
Demobilization			0%	$ -	0%	$ -	0%	$ -
			0%	$ -	0%	$ -	0%	$ -
			0%	$ -	0%	$ -	0%	$ -
	TOTAL:	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -
CONTRACT UNIT PRICE ADDERS								
			-	$ -	-	$ -	-	$ -
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			-	$ -	-	$ -	-	$ -
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CHANGE ORDERS								
			-	$ -	1	$ -	1	$ -
			-	$ -	-	$ -	-	$ -
			-	$ -	-	$ -	-	$ -
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			-	$ -	-	$ -	-	$ -
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				$ -		$ -		$ -

	Previous	This Period	To Date
Actual Total:	$ -	$ -	$ -
Invoice Total:	$ -	$ -	$ -

Total Due This Invoice $ -

Client Approval Signature **Date**

Project Manager Approval Signature **Date**

Cindy Hernandez

Marsh USA Inc.
2929 Allen Parkway
Suite 2500
Houston, TX 77019
+1 713 276 8000
www.marsh.com

February 17, 2022

Strike Operating Company LLC (DE)
1800 Hughes Landing Blvd.
Suite: 500
The Woodlands, Texas 77380

Subject: Strike Operating Company LLC (DE)
Experience Modifier

Gentlemen:

This letter is to confirm the Experience Modifier for Strike Operating Company LLC (DE)

Effective Date	**Experience Modifier**
12/01/2021	.56 Final
12/01/2020	.52 Final
12/01/2019	.52 Final

Should you have any questions, please do not hesitate to contact us.

Sincerely,

Cindy Hernandez

Cindy Hernandez
Sr. Client Representative
Marsh USA, Inc.

STRIKE, LLC OSHA SAFETY DATA (2019-2017) NAICS code-23712 SIC code-1623			
ISN #400-126783 VERIFORCE #4802 PEC #2674			
AVETTA/PIC #2096 FEDERAL TAX ID #37-146120			
BROWZ #3384C			
Employee Injury and Illness Data			
Year	2019	2018	2017
EMR	Effective 12-1-2018 0.53	Effective 12-1-2017 0.48	Effective 12-1-2016 0.48
Number of Employees (avg)	4571	4634	3296
Personnel-Hours Worked	11,842,500	12,181,969	9,156,617
First Aid Cases	165	232	130
OSHA Recordable Medical Treatment Only Cases	11	27	10
Restricted Duty Cases	10	5	10
Lost Workday Cases	5	0	0
Fatalities	0	0	0
Total Lost Workdays	137	0	0
Total Restricted Workdays	684	271	255
Total Recordable Incident Rate (TRIR)	0.44	0.53	0.44
Incident Rate of Lost Workday Cases (LWC Rate)	0.08	0.00	0.00
OSHA Severity Rate (lwd+rwd)x200000/hrs	13.87	4.68	5.57
DART	0.24	0.08	0.22
BLS TRIR	NA	NA	NA
Citations	0	0	0

COMPLETED BY: Todd B Shaw
SIGNATURE: *Todd B. Shaw*
TITLE: Director-Operator Qualifications & Training
COMPANY: Strike, LLC
DATE: 01/01/20

1800 Hughes Landing Blvd., Suite 500, The Woodlands, TX 77380 | 281.362.9708 | 888.353.1444 WWW.STRIKEUSA.COM

March 4, 2022

The Hidalgo County Regional Mobility Authority
203 W. Newcombe Ave
Pharr, TX 78577

Re: Licenses and Permits

To Whom It May Concern:

Texas does not require or offer any licenses for Pipeline Construction or General Contracting. Similarly, Hidalgo County also does not offer or require any such licenses, nor does it require a local business license for the scope of work, as identified in the bid package for the 8" LONESTAR PIPELINE RELOCATION project. As such, Strike Operating Company, LLC does not have any licenses to provide for this bid.

Sincerely,

Shiyenne Munoz
Bid Controls Specialist
713-389-3631 Direct
bids@strikeusa.com Email

A. PROPOSAL DOCUMENT CHECKLIST

Prior to submitting a proposal, prospective bidders should review the checklist below to ensure that the proposal is accepted and not declared nonresponsive.

YES	NO	PROPOSAL DOCUMENT:
☒	☐	Are you aware if your affiliates are bidding on the same project?
YES	**NO**	**PROPOSAL DOCUMENT PREPARATION:**
☒	☐	Is the proposal to be submitted an Official Proposal to a solicitation issued by Hidalgo County Regional Mobility Authority?
☒	☐	Are you submitting only one (1) proposal for this project?
☒	☐	Is the proposal signed by your company representative or each joint venture participant?
☒	☐	Have you entered amounts for all bid items?
☒	☐	If using a computer printout, has it been signed by your company representative or each joint venture participant?
☒	☐	Have you completed the Hidalgo County Regional Mobility Authority Attachments in Section F?
☒	☐	Have you acknowledged every addendum by signing the Receipt of Addenda form?
☒	☐	Does the proposal document (or computer printout) contain the proper number of bid items?
☒	☐	Does the proposal document contain any conditions not included in the proposal document provided to you?
☒	☐	Did you enter prices for all items?

YES	NO	BID BONDS:
☒	☐	Is the bid bond signed by the surety?
☒	☐	Is the bid bond signed by the company representative or each joint venture participant?
☒	☐	Is the exact name of the contractor(s) listed as the principal?
☒	☐	Is the impressed surety seal affixed to the bid bond?
☒	☐	Does the name on the surety seal match the name of the surety on the bond?
☒	☐	Is the bond dated on or earlier than the letting date of the project?
☒	☐	Is the signer for the surety listed on the power of attorney attached to the bond?
☒	☐	Is the surety authorized to issue the bond?
YES	**NO**	**BID GUARANTY CHECKS:**
☒	☐	Is the check a cashier's check, bank money order, or tellers check issued by a state or national bank, savings and loan association, or a state or federally chartered credit union?
☒	☐	Is the check dated on or before the letting date?
☒	☐	Is the check less than ninety (90) days old?
☒	☐	Is the check made payable to Hidalgo County Regional Mobility Authority?
☒	☐	Is the check for at least five percent (5%) percent of the Total Bid Amount
YES	**NO**	**PROPOSAL DOCUMENT SUBMISSION:**
☒	☐	Are you aware of the time and date deadline for submission of proposal?
☒	☐	Are you aware of the proper delivery location for the proposal document?
☒	☐	Are you submitting a complete proposal document?
☒	☐	Is the proposal submitted in a sealed envelope?

YES	NO	SIGNATURES:
☐	☒	If the Bidder is a joint venture, have all the members of the joint venture signed the following documents? Strike Construction, LLC is not a joint venture
		Company Information (page B-4) and
		Proposal (Section D) and Notice to Bidders (Section E)
		Bidder Certificate (Attachment A)
		No Contact Certificate (Attachment B)
		Delinquent County Tax Questionnaire (Attachment C)
		Conflicts of Interest Questionnaire (Attachment D) and Additional Conflict of Interest Information (Attachment E)
		Debarment Certification (Attachment F)
		Drug Free Workplace Certification (Attachment G)
		Non-Discrimination Certification (Attachment H)
		Record Retention Certification (Attachment I)
		Disclosure of Lobbying and Certificate of Lobbying Activities (Section G)
		Non-Collusion Affidavit (Section I)
		Child Support Statement (Section J)
☒	☐	Have the following certificates been signed and included for all of the other team members?
		No Contact Certificate (Attachment B)
		Delinquent County Tax Questionnaire (Attachment C)
		Conflict of Interest Questionnaire (Attachment D)
		Conflicts Questionnaire (Attachment D) and Additional Conflict of Interest Information (Attachment E)
		Debarment Certification (Attachment F)
		Drug Free Workplace Certification (Attachment G)

		Non-Discrimination Certification (Attachment H)
		Lobbying Disclosure and Certifications (Section G)
YES	**NO**	**BIDDERS DBE UTILIZATION PLAN (SECTION K)**
X		DBE Letter demonstrating utilization plan (Section K)
X		TxDOT Form SMS.4901 – DBE Commitment Agreement
X		TxDOT Form 4000 – Good Faith Effort for Federally Funded Projects (Pre-Award)

B. INVITATION TO BID

The Hidalgo County Regional Mobility Authority (HCRMA) is proposing to install a toll road in the vicinity of S. Ware Road. The Lonestar Pipeline operates an 8" natural gas line that transits the levee at the end of S. Ware Road. The proposed roadway location conflicts with Lonestar's pipeline. At the request of HCRMA the existing segment of pipeline will be replaced using a Horizontal Directional Drill (HDD) to avoid the proposed roadway construction and other operations in the area. The abandoned section of pipe resulting from this relocation will be removed. Construction is expected to be awarded immediately for this work, with completion targeted for Spring of 2022.

General scope for this work is to drill one HDD approximately 1,104' feet in length. The drilling rig will be located on the southeast side of the levee with the pullback area located on the northwest side of the same levee. All materials, including coated line pipe and fittings, shall be provided by CONTRACTOR. The line pipe for the drill shall be strung out and cribbed along the existing Right of Way (ROW). COMPANY has negotiated additional workspace available for CONTRACTOR's use, approximately 200' x 150' at the proposed HDD entry and exit points. CONTRACTOR shall weld the pullback segment and tie-in spools. CONTRACTOR shall provide a CAMS-approved x-ray subcontractor to perform NDT inspection on 100% of the welds. After the x-rays have been completed and the welds accepted, CONTRACTOR shall perform a pre-pullback 4-hour hydrotest, and then coat the field joints. The drilling rig will mobilize on the southeast side of the levee and drill toward the northwest side. The drill path shall be offset from the existing pipeline to facilitate tie-in to the existing pipeline. Once the path has been successfully drilled and reamed, the pullback section shall be pulled into the wellbore. CONTRACTOR is required to support the line pipe in the ditch to prevent sagging. CONTRACTOR is responsible for supply of concrete sacks to be used for support. Once pulled back, tie-in spools shall be fabricated, x-rayed and the field joints and fittings coated. Another hydrotest, 8-hours, shall be performed on the tie-in spools and segment installed in the HDD. CONTRACTOR shall run an aluminum gauging pig through the line, remove all water from the test section and dry the line. After the line has been dried, the final tie-in welds shall be completed and x-rayed, and the ditch shall be backfilled.

Payment for the project will be made as defined in the specifications.

Signed / valid Proposals for the above project will be received electronically by Hidalgo County Regional Mobility Authority (HCRMA), Attn: Pilar Rodriguez, PE, 203 W. Newcombe Ave, Pharr, TX 78577, **until 11:00 A.M. C.S.T., Friday, March 4, 2022** via CivCAST. Bids will be opened and read aloud at the Large Conference room at the same location at 11:05 A.M. C.S.T. (as per Hidalgo County Regional Mobility Authority time clock) on deadline due date.

The work under this Contract shall be Substantially Complete by April 29, 2022 or 40 calendar days after the initial notice to proceed ("NTP"). The Contractor will be allowed up to an additional twenty (20) calendar days for Final Acceptance. The contract time includes the mobilization and materials procurement period. The complete list of estimated quantities is in the bid tab.

To receive and subsequently submit Official Proposals for this Contract, prospective bidders shall,meet the following requirements:

- Be registered with the State of Texas.
- Be eligible to work on Federal Projects.

- BE CAMS / M&H REQUIREMENTS

Hidalgo County Regional Mobility Authority cannot be held liable in the event a party is unable to submit a valid bid due to delay in the prequalification procedure. Securing prequalification and the timing thereof, shall at all times be the sole responsibility of the Prospective Bidder.

- The contract will be awarded in accordance with Hidalgo County Regional Mobility Authority Procurement and Policy Procedures. A copy of the Procurement and Policy Procedures is available online at the Hidalgo County Regional Mobility Authority website at: http://www.hcrma.net/bids.html.

A Pre-bid Meeting will be held for this project on **Wednesday, February 16th at 9:00 A.M. C.S.T.**, at the proposed worksite in McAllen, Texas 78505 SITE:26.145665, -98.271484. The Pre-bid Meeting is **MANDATORY** and prospective bidders must attend in order to have their proposal opened.

Bids received after the above mentioned date and deadline will not be considered. The Hidalgo County Regional Mobility Authority Board of Directors reservesthe right to accept or reject all or any part of any bid, hold all bids for up to (60) sixty days from the due date of receipt without action, waive minor technicalities, require statements or evidence of Bidder's qualifications, including financial statements, and award the bid which provides the best value to the HCRMA. Acceptance will be based on both low bid andqualification of Contractor. Award of bid shall be to the lowest responsible bidder.

Plans and proposals will be available from CivCast bidding site, Project Link: Click Here . Additional information at HCRMA website at http://www.hcrma.net/bids.html.

At the time Bid Documents are obtained, Bidder must provide a working e-mail address, so as to receive any addenda or clarification issued by the HCRMA.

This project complies with federal regulations and guidelines.

The Hidalgo County Regional Mobility Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations,hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuantto this advertisement, disadvantaged business enterprises will be afforded full and fair opportunityto submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

PROPOSAL REQUIREMENTS

Each Proposal must be accompanied by a Bid Guaranty consisting of either a Bid Guaranty Check in the amount of at least five percent (5%) of the Total Bid Amount or a Bid Bond (on the form provided) in the amount of at least five percent (5%) of the Total Bid Amount. The Bid Guarantee Check must be a cashier's **check, money order, or teller's check issued by a state or national bank, savings and loan association, or a** state or federally chartered credit union and made payable to Hidalgo County Regional Mobility Authority. The Bid Guarantee Check must be dated on or before the letting date and must be less than ninety (90) days old. The Bid Guarantee Check will be sent to the Authority within one (1) business day of submittal of the bid proposal.

A six percent (6.0%) DBE goal is established for this project.

PUBLIC INFORMATION

The Hidalgo County Regional Mobility Authority considers all responses to this solicitation to be public information subject to the Texas Open Records Act. Any information considered proprietary by the Bidder must be clearly marked as such. If any marked information is requestedto be released, it will be submitted to the Texas Attorney General for a determination.

JOINT VENTURES

In submitting a Proposal as a joint venture, the members of the joint venture agree that all obligations as outlined in (i) the solicitation documents and (ii) the Proposal are joint and several of each of the joint venture members. Joint ventures must provide the full names and addresses of all joint venture members and the equity ownership interests, if any, of each. Additional corporate information of entity members may be requested by the Authority. Prior to award, joint ventures must demonstrate a written agreement among the joint venture members (the "JV Agreement"). This JV Agreement must include a provision stating that in the event of a dispute between or among joint venture members (including partners or other owners), no joint venture

member shall be entitled to stop, hinder, or delay work on the Project. Each member of the joint venture must independently execute the required forms and certifications in the solicitation, including:

- Company Information and Bid Signature (page B-4 and B-5, Proposal Attachment E, page F-2)
- Bidder Certificate (Attachment A)
- No Contact Certificate (Attachment B)
- Delinquent County Tax Questionnaire (Attachment C)
- Conflicts of Interest Questionnaire (Attachment D)
- Debarment Certification (Attachment F)
- Drug Free Workplace Certification (Attachment G)
- Non-Discrimination Certification (Attachment H)
- Record Retention Certification (Attachment I)
- Disclosure of Lobbying Activities (pages G-1, G-2)
- Certificate of Lobbying Activities (page G-3)
- Non-Collusion Affidavit (pages I-1, I-2)
- Child Support Statement (pages J-1, J-2)

Each member of the joint venture must sign the Proposal (D) and Notice to Bidders (E).

IDENTIFICATION OF BIDDER AND EQUITY MEMBERS

Name of Entity and Contact Info (Address, Representative, Phone, Fax, E-mail)	Role in Joint Venture	Equity interest in Joint Venture	Texas Contractor License and License Limit (if applicable)	Description of Work / Services to be Performed by Entity (if applicable)
Strike Operating Company LLC 2600 Hughes Landing Blvd Ste 500 The Woodlands TX 77380	N/A	N/A	N/A	

You must sign below in INK; failure of an authorized representative of the company to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: Strike Operating Company LLC

Company Address: 1800 Hughes Landing Blvd, Ste 500

City, State, Zip Code: The Woodlands Tx 77380

Taxpayer Identification Number (TIN): 87-4154213

Telephone No. 713 389 3631 Fax No. \

E-mail bids@strikeusa.com

Print Name: Shirlonne Weingrad Signature: Shirlonne Weingrad

(Your signature attests to your authorized offer to provide the goods and/or services in this Bid according to the published provision of this Bid. When an award letter is issued, this Bid becomes the contract. If a Bid required specific Contract is to be utilized in addition to this Bid, this signed Bid will become part of that contract. When an additional Contract is required a Bid award does not constitute a contract award and Bid / Contract is not valid until contract is awarded by Hidalgo County Regional Mobility Authority Board of Directors (when applicable) signed by the Chairman and a Notice to Proceedis issued).

Hidalgo County Regional Mobility Authority (HCRMA)

Pilar Rodriguez, PE, Executive Director

203 W Newcombe Ave, Pharr, Texas 78577

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL JOINT VENTURE MEMBERS.

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C-2. PROJECT FUNDING AND SCHEDULE

This Project will be financed by the HCRMA. The Traffic and Revenue Report for this Project, the Rating Agency Proposal, and the Financial Advisor's Presentation are available on the HCRMA website.

NTP cannot be issued until permits and ROW have been cleared.

The schedule to NTP is estimated to be as follows:

Bids Submitted: 03/04/2022

Bids Opened: 03/04/2022

Bids Reviewed: 03/04/2022 to 03/14/2022

Conditional Award of Contract: 03/18/2022

(60 day guarantee of Bid Period begins)

Selected Contractor Submitted to TxDOT and FHWA for Concurrence: 03/08/2022

NTP issued: 03/23/2022

(no more than 20 days from Bid opening)

D. PROPOSAL

In the space provided below, please enter your total unit price Bid amount for this project. Only this figure will be read publicly by Hidalgo County Regional Mobility Authority at the public Bid opening.

It is understood and agreed by the Bidder in signing this proposal that the total Bid amount entered below is not binding on either the Bidder or Hidalgo County Regional Mobility Authority. It is further agreed that the official total Bid amount for this proposal will be determined by multiplying the unit Bid prices for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.

$ 398,922.00
Total Bid Amount

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS PAGE INTENTIONALLY LEFT BLANK

E. BID

To: Hidalgo County Regional Mobility Authority
Attn: Pilar Rodriguez, P.E.
203 W. Newcombe Ave,
Pharr, Texas 78577

Directors:

I/we, the undersigned, declare:

1. that I/we have carefully examined the Plans, Standard Specifications, Special Provisions, and all other documents pertaining to this Contract which form a part of this Bid as if set forth at length herein;
2. that I/we understand that the quantities of items shown herein below are approximate only;
3. that I/we have examined the location of the proposed work;
4. that I/we agree to bind myself/ ourselves, upon award to me/us by Hidalgo County Regional Mobility Authority under this Bid, to enter into and execute a Contract, with the necessary bonds, for the project named above;
5. that I/we agree to start work not later than the date stated in the written Notice to Proceed, to furnish all necessary materials, provide all necessary labor, equipment, tools and plant, pay for all required insurance, bonds, permits, fees and service, and do all required work in strict compliance with the terms of all documents comprising said Contract, and to substantially complete the entire project within forty (40) calendar days after initial notice to proceed (NTP) and up to an additional twenty (20) calendar days for Final Acceptance; and
6. that I/we agree to accept as full compensation for the satisfactory prosecution of this project the attached unit price bid resulting in the Official Total Bid Amount for the various scheduled items of work.

The quantities shown in the electronic schedule of items (provided in the online bid system hosted by CivCAST on behalf of the Authority) are derived from the estimate and quantity (E&Q) sheets contained in the final construction plans. Hidalgo County Regional Mobility Authority may increase or decrease the amount of any item or portion of the work as may be deemed necessaryor expedient. Any increase or decrease in the amount of any item or portion of work will be addedor deducted from the total contract bid price on the basis of the unit price provided and the associated quantity for that specific item or work. Hidalgo County Regional Mobility Authority reserves the right to delete, in whole or in part, without prejudice prior to the award of the Contract,any items listed in the Bid.

The cost of any work performed, materials furnished, services provided or expenses incurred, whether or not specifically delineated in the Contract document but which are incidental to the scope, intent and completion of this Contract, have been included in the price Bid for the various items scheduled hereinabove.

Accompanying this Bid is a Bid Guaranty consisting of either a Bid Guaranty Check in the amountof at least five percent (5%) of the Total Bid Amount or a Bid Bond (on the form provided) in the amount of at least five percent (5%) of the Total Bid Amount. The Bid Guarantee Check is a cashier's check, money order, or teller's check issued by a state or national bank, savings and loan association, or a state or federally chartered credit union and made payable to Hidalgo County Regional Mobility Authority. The Bid Guarantee Check is dated on or before the letting date and is less than ninety (90) days old. It is hereby understood and agreed that said check orbond is to be forfeited as liquidated damages in the event that, on the basis of this Bid, Hidalgo County Regional Mobility Authority should award this Contract to me/us and that I/we should failto execute and deliver said Contract and the prescribed Contract Bond, together with the requiredprogress schedule, proof of proper insurance coverage and other necessary documents, all withinthe fifteen (15) calendar days after award of the contract; otherwise, said check or bond is to be returned to the undersigned.

LONESTAR PIPELINE
365 TOLL PROJECT HDD PIPE RELOCATION
QUOTATION SUMMARY

Please Note: This form must be completed and returned with BIDDER's quotation. Quotations excluding this completed form will not be considered.
Include all costs for the base scope of work in the line items listed below.
UR = Unit Rates; CR = Composite Rates; LS = Lump Sum

BASE SCOPE ITEM	TYPE	QTY	UNIT	UNIT PRICE	EXTENDED COST
8" X 0.322 API 5L-PSL2 X52 Line Pipe with FBE + ARO Coating	LS	1,270	LF	$60.20	$76,454.00
8" X 0.250 API 5L-PSL2 X52 Line Pipe with FBE Coating	LS	60	LF	$50.00	$3,000.00
Miscellaneous Materials 4-8in 45s, 1-8in 90 ellbows	LS	1	LS	$2,860.00	$2,860.00
Freight and Tax	LS	1	LS	$11,090.00	$11,090.00
Mobilization	LS	1	LS	$7,500.00	$7,500.00
Direct Labor / Supervision	LS	1	LS	$150,152.00	$150,152.00
Direct Equipment	LS	1	LS	$66,260.00	$66,260.00
Horizontal Directional Drill Contractor	LS	1	LS	$46,736.00	$46,736.00
Water Supply / Hauling Contractor	LS	1	LS	$8,625.00	$8,625.00
NDT Inspection Contractor	LS	1	LS	$8,625.00	$8,625.00
Soil Compaction Contractor	LS	1	LS	N/A	N/A
Nitrogen Supply Contractor	LS	1	LS	N/A	N/A
Rental Equipment	LS	1	LS	$10,120.00	$10,120.00
Demobilization	LS	1	LS	$7,500.00	$7,500.00
TOTAL COST FOR BASE SCOPE OF WORK					$ 398,922.00 -
Unit [illegible] Composite Rate or T&M Costs for Extra Scope if Required or Requested by COMPANY					
Space to be used by bidder if [illegible]ssary.				$	
Space to be used by bidder if necessary.				$ -	
Space to be used by bidder if necessary.				$ -	
Space to be used by bidder if necessary.				$ -	
SCHEDULE					
Total estimated weeks [illegible] issuance of a contract to completion of work scope.				WE[illegible]	
[illegible] TERMS					
Did BID[illegible]D provide a 60 day bid validity?	YES			NO	
Is Quotation in accordanc[illegible]ith scope and data set forth in the Inquiry? ***If NO, all exceptions are to be listed and [illegible]tailed in proposal.***	YES			NO	
Is Quotation in accordance with Instructions to Bidders as set forth in the Inquiry? ***If NO, all exceptions are to be listed below.***	YES			NO	
Does BIDDER intend to subcontract any part of the [illegible]? ***If YES, indicate the name(s) of the prospective third-party com[illegible]y(ies) and the service(s) which will be provided.***	YES			NO	
[illegible] INFORMATION					
Company Name:					
Technical Representative:					
Signature:					
Title:					
Quotation Number:					
Date:					
Phone Number:					
E-mail Address:					

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

BIDDER'S CHECK RETURN

IMPORTANT

The space provided for the return address must be completed to facilitate the return of your Bidder's check. Care must be taken to provide a legible, accurate, and complete return address, including zip code. A copy of this sheet should be used for each different return address.

NOTE

Successful Bidder will receive their guaranty check(s) with the executed contract.

RETURN BIDDER'S CHECK TO (PLEASE PRINT):

1800 Hughes Landing Blvd., Ste
500. The Woodlands TX
77380

IMPORTANT

PLEASE RETURN THIS SHEET IN ITS ENTIRETY

Please acknowledge receipt of this check(s) at your earliest convenience by signing below in longhand, in ink, and returning this acknowledgement in the enclosed self-addressed envelope.

Check Received By: [signature]

Date: March 4, 2022

Title: Bid Controls Specialist

For (Contractor's Name): Strike Operating Company LLC

Project 8" Lonestar Pipeline Relocation.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

Business Name of Bidder Strike Operating Company, LLC

Type of Organization:
- Individual ☐
- Partnership ☐
- Corporation ☐
- Company ☐

Strike Operating Company, LLC is an LLC, organized in Delaware

Texas Business Entity Registration No.: 0804399174

Or

Texas Foreign Entity Registration No.: _____

Address of Bidder: 1800 Hughes Landing Blvd., Ste 500
The Woodlands Tx 77380

Signature of Authorized Representative: X

Title: Chief Operating Officer

Date: March 4, 2022

Witness or Attest: _____ (Affix Corporate Seal Here)

NOTE:

1. ONLY A PREQUALIFIED BIDDER MAY USE THIS BIDDING FORM. BIDDINGFORMS ARE NOT TRANSFERABLE.
2. REFER TO SPECIFICATION ITEM 2L: SECTION 2 "ELIGIBILITY OF BIDDERS" FOR DEFINITION OF PREQUALIFICATION.
3. IF BIDDER IS A JOINT VENTURE, **EACH MEMBER OF THE JOINT VENTURE MUST SEPARATELY COMPLETE AND SIGN THIS BID**.

F. ATTACHMENTS

ATTACHMENT A – BIDDER CERTIFICATE

The undersigned certifies that the Bid prices contained in this Bid have been carefully checked and are submitted as correct and final and if NTP is issued within sixty (60) days of bid opening, agrees to furnish any and/or all items upon which prices are offered, at the price(s)and upon the conditions contained in the Specifications; provided, that Bid prices shall not be guaranteed for more than sixty (60) days.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of Texas this day Personally appeared Jamie Black who, after having first been duly sworn, upon oath did depose and say; That the foregoing Bid submitted by Strike Operating Company LLC hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said Bid has been duly authorized to execute the same. Bidder affirms that it is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other separate Bidder. The Bidder further affirms that Bidder is not a member of any trust, pool, or combination to control the price of products or services Bid on, or to influence any person to Bid or not to Bid thereon. The Bidder additionally affirms that the Bidder has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted Bid. Finally, the Bidder affirms that the contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

Name and Address of Bidder:

Strike Operating Company, LLC Phone Number (888) 353-1444

_____ Fax Number (_____)_____

_____ Email brb@strikeusa.com

_____
Signature

Name: Jamie Black Title: Chief Operating officer

SWORN TO AND SUBSCRIBE BEFORE ME THIS 4 day of March 2022.

_____ TExas

Notary Public in and for County State

ANITA VOTSMIER
ID #6151460
My Commission Expires
March 30, 2024

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL JOINT VENTURE MEMBERS.

ATTACHMENT B – NO CONTACT CERTIFICATE

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY EXPRESSLY REQUESTS THAT BIDDERS NOT DISCUSS THIS ENGAGEMENT OR THIS BIDDER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER BIDDERS OR ANY HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BOARD MEMBER, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY. EXCLUDED ARE PRE-BID OR DBE CONFERENCES, EVALUATION COMMITTEE SCHEDULED BIDDER PRESENTATIONS OR BIDDER INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS.

Since 2/12/2022 has any individual with the Bidder submitting this Proposal/Bid/Response made any contact with any HCRMA Board Member (listed on the next page), or an Evaluation Committee member (listed on the next page) concerning this Invitation to Bid, other thanquestions to the General Engineering Consultant?

NO.

Since 2/12/2022 has any individual with the Bidder submitting this Proposal/Bid/Response made any contact with any other Bidder concerning this Invitation to Bid?

NO.

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

Signature of person submitting this Bid: _____ Date: March 4, 2022

Hidalgo County Regional Mobility Authority Board Members:

S. David DeAnda - Chairman

Forrest Runnels - Vice Chairman

Joaquin Spamer - Director

Alonzo Cantu - Director

Paul S. Moxley - Director

Francisco "Frank" Pardo - Director

Ezequiel Reyna, Jr. – Secretary/Treasurer

Evaluation Committee Members:

Ramon Navarro, IV, PE, CFM – HCRMA, Chief Construction Engineer

Alfredo Seanz, PE – NorthStar Energy Services, Inc., General Engineering Consultant

Ron Perego – M&H, Project Manager

Colin Harper – CAMS Midstream

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

ATTACHMENT C – DELINQUENT TAX QUESTIONNAIRE

BIDDER represents and warrants that BIDDER, including any of its partners, members, or owners, is not delinquent in the payment of any taxes owed to Hidalgo County or the State of Texas.

Signature of person submitting this Bid

Date: March 4, 2022

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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ATTACHMENT D – CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

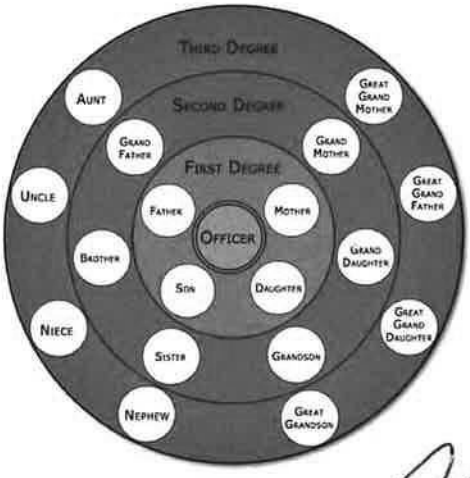
7

_____ _____
Signature of vendor doing business with the governmental entity Date

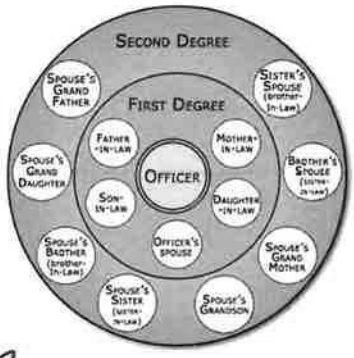
Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

8. Does any individual with the Bidder have any business relationship with any Hidalgo County Regional Mobility Authority Board Member, Official or employee within the third degree of Consanguinity kinship or the second degree of Affinity kinship (as defined by Texas Local Government Code, Section 573.021 and the Consanguinity and Affinity Relationship Chart below)? **YES ☐ / NO ☒**

IF DISCLOSING: BIDDER MUST ALSO FILE WITH THE COUNTY CLERK'S OFFICE AS THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY WILL NOT BE FILING ON THE BIDDER'S BEHALF.



CONSANGUINITY KINSHIP
Relationship by Blood



AFFINITY KINSHIP
Relationship by Marriage

Signature of person submitting this Bid: _____ Date: March 4, 2022

THIS FORM MUST BE RETURNED WITH YOUR BID
THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

ATTACHMENT E – ADDITIONAL CONFLICT OF INTEREST INFORMATION

1. Business Relationships: The Hidalgo County Regional Mobility Authority (HCRMA) has adopted a conflict of interest policy which generally requires disclosure of any business relationships with HCRMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy, the list of Board Members and Key Personnel, and the Conflict of Interest Questionnaire can be obtained from the HCRMA website under the "Forms" section (www.hcrma.net/forms.html) and should be returned with your bid. Any subconsultants to the Bidder shall adhere to this policy and provide any required disclosures. This requirement is in addition to the Form CIQ provided as Attachment D.

2. Adverse Matters: Bidder must disclose conflicts of interest by identifying any matter in which the Bidder becomes adverse to the HCRMA or the Texas Department of Transportation or to the State of Texas or any of its boards, agencies, commissions, universities, elected or appointed officials, or Hidalgo County during the term of the Agreement.

3. Direct and Indirect Interest: During the term of the Agreement, the Bidder, including any of its principals, will have no undisclosed interest, direct or indirect, that would conflict in any manner or degree with the performance of Bidder's obligations under the agreement, including, but not limited to, ownership of property in the right-of-way of any of the independent projects of the Hidalgo County Roadway System. The Bidder warrants that, in the performance of the Agreement, the Bidder shall not employ any person, or subcontractor with any entity, having such known, undisclosed interest.

Signature of person submitting this Bid

March 4, 2022
Date

THIS FORM, THE REFERENCED FORM FROM THE HCRMA WEBSITE, & ANY RELEVANT DISCLOSURE STATEMENTS MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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ATTACHMENT F

Certification Regarding Debarment, Suspension Ineligibility

BIDDER certifies that the responding entity and its principals are eligible to participate in the proposed contract and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the BIDDER is in compliance with the State of Texas statutes and rules relating to procurement and that BIDDER is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

Specifically, as is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three (3)-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three (3)-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

March 4, 2022

Signature of person submitting this Bid — Date

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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ATTACHMENT G – DRUG FREE WORKPLACE CERTIFICATION

The BIDDER warrants its compliance with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and represents that it maintains a drug-free work environment. The BIDDER further warrants its compliance with the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 which rule shall be incorporated by reference into any contract with the HCRMA.

Signature of person submitting this Bid

Date: March 4, 2022

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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ATTACHMENT H – NON-DISCRIMINATION CERTIFICATION

The BIDDER agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or regarding, any program or activity funded in whole or in part with funds available under any Contract with the HCRMA.

Signature of person submitting this Bid

Date: March 4, 2022

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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ATTACHMENT I – RECORD RETENTION CERTIFICATION

The BIDDER agrees that if it enters into any contract with the HCRMA, it shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in such contract. The BIDDER warrants that it will retain all such records for a period of four (4) years after the expiration of the contract, or until the HCRMA, TxDOT, or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The BIDDER agrees to grant access to all books, records and documents pertinent to the contract to the HCRMA, TxDOT, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Signature of person submitting this Bid

Date: March 4, 2022

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL JOINT VENTURE MEMBERS.

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G.DISCLOSURE OF LOBBYING ACTIVITIES

CERTIFICATION OF LOBBYING ACTIVITIES

49 CFR Part 20 – Appendix A

CERTIFICATION REGARDING LOBBYING: Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", pursuant to 31 U.S.C. 1352 in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

Signature/Authorized Certifying Official

Jamie Black, Chief operating officer
Typed Name and Title

Strike Operating Company, LLC
Applicant/Organization

March 4, 2022
Date Signed

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

CERTIFICATION OF LOBBYING ACTIVITIES

The undersigned certifies, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with their commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature/Authorized Certifying Official

Jamie Black, Chief Operating Officer
Typed Name and Title

Stake Operating Company, LLC
Applicant/Organization

March 4, 2022
Date Signed

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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H. CONTRACTOR'S ASSURANCE

By signing this proposal, the Bidder is giving assurances that all subcontract agreements will incorporate the Standard Specification and Special Provisions to Section 9.9. "Payment Provisions for Subcontractors", all subcontract agreements exceeding $2,000 will incorporate the applicable "Wage Determination Decision", and, all subcontract agreements of $10,000 or more will incorporate the following:

Special Provision	"Certification of Nondiscrimination in Employment" (000-003L)
Special Provision	"Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (000-004L)
Special Provision	"Standard Federal Equal Employment Opportunity Construction Contract Specifications" (000-005L)
Form FHWA 1273	"Required Contract Provisions Federal-aid Construction Contracts" (Form FHWA 1273, May 2012 must also be physically attached to subcontracts and purchase orders of $10,000 or more)

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I. NON-COLLUSION AFFIDAVIT

STATE OF TEXAS

COUNTY OF Montgomery

I, Jamie Black, of the City of The Woodlands, County of Montgomery, and State of Texas, being of full age and duly sworn according to law on my oath depose and say:

That I am Chief Operating Officer (Title) of Strike Operating Company, LLC the Bidder making the Bid submitted to Hidalgo County Regional Mobility Authority, on the 4 day of 20 22, for Contract No. 0921-02-368, Etc. in connection with the 365 Toll Project; that I executed the said Bid with full authority to do so;

The said Bidder has not, directly or indirectly, entered into any combination or arrangement with any person, firm or corporation or entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding or which would increase the cost of construction or maintenance in connection with the said Contract; that no person or agency has been employed or retained to solicit or secure the said Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide full-time employees;

And, that said Bidder is or has been a member of the following highway contractors' association during the preceding twelve (12) months:

NAME OF ASSOCIATION	LOCATION OF PRINCIPAL OFFICE
Strike Operating Company, LLC	1600 Hughes Landing Blvd Ste 500 The Woodlands TX 77380

I further warrant that all statements contained in said Bid and in this Affidavit are true and correct and made with full knowledge that the said Hidalgo County Regional Mobility Authority relies upon the truth of the statements contained in said Bid and in this Affidavit in awarding the said Contract.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 4th DAY OF March, 20 22.

BY: _____
PERSON SIGNING BID

PRINT NAME: Jamie Black

TITLE: Chief Operating officer

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

ANITA VOTSMIER
ID #6151460
My Commission Expires
March 30, 2024

March 30, 2024

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

J. CHILD SUPPORT STATEMENT

Under Section 231.006, Family Code, the Bidder certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

STATE OF TEXAS CHILD SUPPORT BUSINESS OWNERSHIP FORM

County: Hidalgo

Project Name: 8" LONESTAR PIPELINE RELOCATION MAINTENANCE PROJECT

TxDOT CSJ: 0921-02-368

LG Project Number: HCRMA 2022-001

Business Entity Submitting Bid: Strike Operating Company, LLC

Section 231.006, Family Code, requires a Bid for a contract paid from state funds to include the names and social security number of individuals owning twenty five percent (25%) or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning twenty five percent (25%) or more of the business.

Name	Social Security Number
N/A	N/A

2. Please check the box below if no individual owns twenty five percent (25%) or more of the business.

☒ No individual own twenty five percent (25%) or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the Bidder certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by the HCRMA. With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

Signature

March 4 2022
Date

Jamie Black
Printed Name

IF THIS PROJECT IS A JOINT VENTURE, ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

THIS PAGE INTENTIONALLY LEFT BLANK

K. DBE REQUIREMENTS

CONTROL: 0921-02-368

PROJECT: 365 TOLL

CORRIDOR: 365 TOLL

COUNTY: HIDALGO

The following goal for disadvantaged business enterprises is established:

DBE – 6%

Certification of DBE Goal Attainment

By signing the proposal, the Bidder certifies that the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that the Bidder will provide a good faith effort to substantiate the attempt to meet the goal.

Failure to comply commitments to meet the stated goal or provide a satisfactory good faith effort will be considered a breach of the requirements of the proposal. As a result, the Bid Guaranty or Bid Bond of the bidder will become property of the Hidalgo County Regional Mobility Authority and the Bidder will be excluded for rebidding on the project when it is re-advertised.

In order to meet the five (5) day rule, the Authority will require a DBE Utilization Plan (including TxDOT Form SM-4901 signed by all parties or TxDOT Form 4000 to demonstrate a good faith effort) to be submitted at the time of the Bid (as outlined in Special Provision 000-394L, Section 2.3.3 and Special Provision 002-011L, Article 2.14) in the form of a letter from the Bidder complete with an attachment showing the Proposed Contract Amount (Bid Amount), total DBE Amount (% of the Bid Amount), and a table with the DBE Subcontractor or Supplier, DBE Contract Amount, and overall DBE % Utilization (based on the Bid amount) – the general format of such letter is conveyed in the following page.

[ON COMPANY / JOINT VENTURE LETTER HEAD]

[DATE]

Pilar Rodriguez, PE
HCRMA Executive Director
203 W. Newcombe Ave,
Pharr, Texas 78577

RE: DBE Utilization Plan for the HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGS. 1 AND 2 CSJ: 0921-02-368 (365 Toll)

Dear Mr. Rodriguez,

Enclosed is the DBE Utilization Plan, Form SMS-4901 (or, if DBE goal cannot be met, then Form 4000, Good Faith Effort) for your review and approval. The Bid is in compliance with the six percent (6%) DBE requirement set forth in the Bid proposal documents.

Proposed Contract Amount (Bid Amount)

Total DBE Amount (% of the Bid Amount)

DBE Name	Contractor or Supplier	Item(s)	DBE Contract Amount	DBE % Utilization
[ADD ROWS AS NECESSARY]				

[Add signature block and required form(s) to complete letter/utilization plan for Bid proposal.]

Failure to include a DBE Utilization Plan will result in a proposal being non-responsive. The HCRMA will not receive a non-responsive bid. A Bidder or affiliate of a Bidder that was originally determined as the apparent low Bidder on a project, but was deemed non-responsive, for failure to submit a DBE Utilization Plan is prohibited from rebidding this specific project.

1800 Hughes Landing Blvd., Suite 500, The Woodlands, TX 77380 | 281.362.9708 | 888.353.1444 WWW.STRIKEUSA.COM

March 2, 2022

Pilar Rodriguez, PE
HCRMA Executive
Director 203 W.
Newcombe Ave,
Pharr, Texas 78577

RE: DBE Utilization Plan for the HCRMA BID #2021-001 FOR THE 365 TOLLWAY SEGS. 1 AND 2 CSJ: 0921-02-368 (365 Toll)

Dear Mr. Rodriguez,

Enclosed is the DBE Utilization Plan, Form SMS-4901 (or, if DBE goal cannot be met, then Form 4000, Good Faith Effort) for your review and approval. The Bid is in compliance with the six percent (6%) DBE requirement set forth in the Bid proposal documents.

Proposed Contract Amount ($398,943.00)

Total DBE Amount (13.7%)

DBE Name	Contractor or Supplier	Item(s)	DBE Contract Amount	DBE % Utilization
X-Ray	Braun Intertec	X-Ray	$8,625.00	2
HDD	Arrow Directional Drilling	HDD	$46,736.00	11.7

Sincerely,

Jamie Black
Chief Operating Officer

1800 Hughes Landing Blvd., Suite 500, The Woodlands, TX 77380 | 281.362.9708 | 888.353.1444 WWW.STRIKEUSA.COM

L. BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that Strike Operating Company LLC, as Principal/Contractor, and United States Fire Insurance Company, as Surety, legally authorized to do business in the State of Texas, are held and firmly bounded unto the Hidalgo County Regional Mobility Authority, as Authority, in the amount of at least FIVE PERCENT (5%) OF THE TOTAL BID AMOUNT, on which the Contract is awarded lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents:

WHEREAS, the Contractor is herewith submitting its Bid for Contract No. 0921-02-368, entitled 365 Toll Project; and

NOW, THEREFORE, the condition of this obligation is such, that if the Contractor shall be awarded the Contract upon said Bid and shall, within twenty (20) calendar days after the date of written notice of such award, enter into and deliver a signed Contract and the prescribed Performance Bond for the faithful performance of the Contract, together with the required proof of proper insurance coverage and other necessary documents, then this obligation shall be null and void; otherwise, to remain in full force and effect and in accordance with the terms of such Bid, this bond shall become the property of the Authority, without recourse of the Contractor and/or Surety, not as a penalty but as liquidated damages.

The Bid bond is affixed as an electronic scan at the time of submittal of the Bid proposal to CivCAST, and a hard copy will be provided to the Authority within one (1) business day of submittal of the Bid proposal.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

Signed and Sealed this 2nd day of March, 20 22.

Principal/Contractor:

Strike Operating Company LLC
Business Name

1800 Hughes Landing Blvd., Suite 500
Address

The Woodlands, TX 77380

Witness or Attest:

by: _____
Title CCOE & GC

(Affix Corporate seal here)

Surety:

United States Fire Insurance Company
Business Name

305 Madison Avenue
Address

Morristown NJ 07960

Witness or Attest:

Anne Potter, Witness

by: _____
Title
Francesca Kazmierczak, Attorney-in-Fact

(Attach evidence of
power of attorney)
(Affix Corporate seal here)



POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: **Debra A. Deming; Cynthia Farrell; Valorie I. Spates; Sandra Diaz; Francesca Kazmierczak; Aklima Noorhassan; Frances Rodriguez; Peter Healy; Jennifer L. Jakaitis; Nancy Schnee; Pablo Garcia Horcajo; Anne L. Potter**

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars ($125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 11th day of March, 2021.

UNITED STATES FIRE INSURANCE COMPANY

A.R.S.

Anthony R. Slimowicz, Executive Vice President

State of New Jersey}
County of Morris }

On this 11th day of March 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Sonia Scala

Sonia Scala, (Notary Public)

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2024
No. 2163686

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 2nd day of March 20 22

UNITED STATES FIRE INSURANCE COMPANY

Daniel Sussman

Daniel Sussman, Senior Vice President

*For verification of the authenticity of the Power of Attorney, please contact Pat Taber at 860-956-3424 or email: SuretyInquiries@amyntagroup.com



UNITED STATES FIRE INSURANCE COMPANY

1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2020

ASSETS

Bonds (Amortized Value)	1,271,745,314
Preferred Stocks (Market Value)	12,500,000
Common Stocks (Market Value)	1,367,179,277
Mortgage Loans (Market Value)	129,482,676
Cash, Cash Equivalents, and Short Term Investments	872,418,743
Derivatives	22,295,392
Other Invested Assets	381,854,569
Investment Income Due and Accrued	10,633,412
Premiums and Considerations	361,050,764
Amounts Recoverable from Reinsurers	37,752,224
Funds Held by or Deposited with Reinsured Companies	9,551,031
Current Income Taxes Recoverable	99,753
Net Deferred Tax Asset	189,212,579
Electronic Data Processing Equipment	2,976,676
Receivables from Parent, Subsidiaries and Affiliates	66,045,263
Other Assets	83,625,922
TOTAL ASSETS	$ 4,818,423,595

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net of Reinsurance Ceded and Incurred	1,773,113,441
But Not Reported Losses)	96,184,770
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses	379,712,166
Loss Adjustment Expenses	10,938,946
Commissions Payable, Contingent Commissions and Other Similar Charges	74,050,735
Other Expenses (Excluding Taxes, Licenses and Fees)	19,112,482
Taxes, Licenses and Fees (Excluding Federal Income Taxes)	711,160,035
Unearned Premiums	10,524,196
Advance Premium	39,739,814
Ceded Reinsurance Premiums Payable	27,831,610
Funds Held by Company under Reinsurance Treaties	111,982,736
Amounts Withheld by Company for Account of Others	1,603,526
Provision for Reinsurance	11,258,344
Payable to Parent, Subsidiaries and Affiliates	32,706,068
Other Liabilities	$ 3,299,918,869
TOTAL LIABILITIES	
	18,780,000
Common Capital Stock	1,657,074,940
Gross Paid In and Contributed Surplus	(157,350,214)
Unassigned Funds (Surplus)	1,518,504,726
Surplus as Regards Policyholders	$ 4,818,423,595
TOTAL LIABILTIIES, SURPLUS & OTHER FUNDS	

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2020, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 8th day of March, 2021.
UNITED STATES FIRE INSURANCE COMPANY

UNITED STATES FIRE INSURANCE COMPANY * DELAWARE *



CRUM & FORSTER
A FAIRFAX COMPANY

TEXAS COMPLAINT NOTICE
AVISO DE QUEJA DE TEXAS

IMPORTANT NOTICE

To obtain Information or make a complaint:

You may call Crum & Forster's toll-free number for information or to make a complaint at:

1-888-890-1500

You may write to Crum & Forster at:

Crum & Forster
305 Madison Avenue
Morristown, NJ 07962

Web: www.cfins.com
E-mail: info@cfins.com

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

PO Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.tx.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Crum & Forster's para obtener información o para presentar una queja al:

1-888-890-1500

Usted también puede escribir a Crum & Forster:

Crum & Forster
305 Madison Avenue
Morristown, NJ 07962

Sitio web: www.cfins.com
E-mail: info@cfins.com

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@ tdi.tx.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.



M.CONTRACT AGREEMENT

THIS AGREEMENT, made this ____day of_____, 20__, between Hidalgo County Regional Mobility Authority, 203 W. Newcombe Ave, Texas 78577, hereinafter called the Authority and Strike Operating Company LLC, a ~~[state] [type of company]~~ Delaware limited liability company or his, its or their successors, executors, administrators and assigns, hereinafter called the Contractor.

WITNESSETH, that the Contractor agrees with Hidalgo County Regional Mobility Authority for the consideration herein mentioned, and at his, its or their own proper cost and expense, to do all the work and furnish all the materials, equipment, teams and labor necessary to prosecute and complete and to extinguish all liens therefore, Contract No. 0921-02-368, entitled 365 Toll Project, in the manner and to the full extent as set forth in the Plans, Standard Specifications, Governing Specifications, Special Provisions, Bid (for the basis of award stated herein below) and other documents related to said Contract which are on file at the office of Hidalgo County Regional Mobility Authority and which are hereby adopted and made part of this Agreement as completely as if incorporated herein, and to the satisfaction of the Authority or its duly authorized representative who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Agreement.

This Contract is awarded on the basis of the Official Total Bid Amount based on the unit price Bid of _____ dollars and _____Cents ($_____).

In consideration of the foregoing premise, the Authority agrees to pay the Contractor for all items of work performed and materials furnished at the amount of the unit prices Bid prices included therefore in the Bid submitted for this Contract, subject to any percentage reductions in the total Contract amount that may be named in the Bid corresponding to the basis of award stated in the above paragraph, and subject to the conditions set forth in the Specifications.

The Contractor agrees as follows:

a. I/WE will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor.

b. I/WE agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

c. I/WE in any solicitations or advertising for employees placed by or on behalf of itself, will state that it is an equal opportunity employer.

d. Notices and advertisements and solicitations placed in accordance with federal law, rule or regulation, shall be deemed sufficient for the purposes of meeting the requirements of this section.

e. Contract Time - The Work will be Substantially Complete within one thousand two hundred sixty four (1264) calendar days after receipt of the initial Notice to Proceed ("NTP"). "Substantial Completion" is defined as all travel lanes open to traffic as approved by the Authority, and no further work is remaining that requires lane closures affecting the mobility of the traveling public on the facility. When the Project reaches Substantial Completion, the Contractor may issue and sign a "Notification of Substantial Completion"certifying that all work has been substantially completed in accordance with the requirements of this agreement, all governmental approvals, and applicable law. Withina period of fifteen (15) days after receipt of this notification, the Authority will decline or accept the Project as Substantially Complete, and if accepted, the Authority will also perform a Substantial Completion inspection and provide to the Contractor a list of items,if any, to be completed prior to Final Acceptance by the Authority. Time charges will be suspended during the Substantial Completion inspection. The Contractor will be allowedup to an additional sixty (60) calendar days for Final Acceptance.

1. Contractor acknowledges that actual damages for failure to Substantially Complete the Project in the Contract Time are difficult to quantify. If Contractor fails to complete the work on or before the Contract Time, the Contractor agrees as adjusted pursuant to the terms therein, to pay the Authority $16,500 per day as liquidated damages to cover losses, expenses, and damages of the Authority for every Working Day which the Contractor fails to achieve Substantial Completion of the Project; provided that, such liquidated damages shall in no event exceed $85,500.

2. Contractor acknowledges that the stated liquidated damages ~~in the amount of $16,500 per Working Day~~ are reasonable for the scope and consequence of the Project and the actual injury to the Authority for late delivery.

f. Failure by Contractor to fulfill these requirements is a material breach of the Contract, which may result in the termination of this Contract, or such other remedy, as the Authority deems appropriate.

g. All notices to Hidalgo County Regional Mobility Authority shall be sent by certified or registered mail, return receipt requested addressed to: Hidalgo County Regional Mobility Authority Executive Director, 203 W. Newcombe Ave, Texas 78577 or at such other address as the Authority may otherwise designate. All notices to Contractor shall be sent certified or registered mail, return receipt requested addressed to: Strike Operating Company LLC, Attn: General Counsel 1900 Hughes Landing Blvd, Suite 500, The Woodlands, TX 77380 or at such other address as said Contractor may otherwise designate in writing.

h. This Agreement shall be governed by the laws of the State of Texas and venue shall be in the state district courts of Hidalgo County, Texas.

i. I/WE will comply with the required conduct described in Title 43, Texas Administrative Code, Rule 10.101 Required Conduct, to wit, Contractor will:

1. disclose to the Authority in writing the existence of a conflict of interest involving an agreement between the Contractor and the Authority and adequately remedy the conflict:
    i. before the effective date of this Agreement; or
    ii. if the conflict of interest arises after the effective date of this Agreement, within five (5) working days after the date that Contractor know or should have known of the conflict;
2. refrain from offering, giving, or agreeing to give a benefit to a member of the Authority's Board of Directors or an Authority employee;
3. adhere to all civil and criminal laws related to business;
4. maintain good standing with the comptroller, other state agencies, states, and agencies of the federal government, and local governmental entities with which the Contractor has or has had a business relationship;
5. notify the Authority in writing within five (5) working days after the date that Contractor knows or should have known of the existence of, and must adequately

address:

i. a conviction of, a plea of guilty or nolo contendere to, a civil judgment for or a public admission to a crime or offense related to business by the Contractor;

ii. debarment of the Contractor by the comptroller, another state agency, another state, or an agency of the federal government for a reason related to business integrity; or

iii. any behavior of the Contractor that seriously and directly affects Contractor's responsibility to the Authority and that is also a violation of:

1. the law; or

2. the Authority's or the Texas Department of Transportation's rules / guidelines that relate to the Contractor's dealing with the Authority.

j. I/We assert that Contractor has an internal ethics and compliance program that complies with Title 43, Texas Administrative Code, Rule 10.51 and the Authority's Ethics and Compliance Program.

k. I/We agree to file Form 1295 with the Texas Ethics Commission pursuant to Chapter 46, Texas Ethics Commission Rules.

l. This Contract and performance and payment hereunder is subject to State Auditor review.

m. Notwithstanding any contrary provisions hereunder, Contractor acknowledges that documents created under or pursuant to this Contract must be retained for four (4) years.

n. Contractor agrees that anytime the Authority is an "indemnitee" or "additional insured" under this Contract, the Texas Department of Transportation has the same rights and is also an "indemnitee" or "additional insured."

o. Contractor makes the following representations:

1. Contractor has and shall maintain all required authority, license status, professional ability, skills, and capacity to perform Contractor's obligations under this Contract and shall perform such obligations in accordance with the requirements of the Contract Documents.

2. No consent or approval of, filing with, or notice to any Person is required to be obtained to make Contractor, in connection with its execution, delivery, and performance of this Contract and the Contract Documents, or the consummation

of the transactions contemplated hereby or thereby, which if not obtained or made, would prevent Contractor from performing its obligations hereunder or thereunder.

3. The information, statements, certifications, and materials set forth in the Proposal / Bid are true, complete, and accurate in all material respects are not misleading in any material respect.

4. No bankruptcy event has occurred or is continuing with Contractor. Contractor acknowledges that a bankruptcy event shall result in a default of this Agreement.

5. In entering into this Contract, Contractor has not relied on any representation, warranty, promise, or statement, express or implied, of the Authority or any party acting for or on behalf of the Authority, other than as expressly set out in the Specifications. Contractor has agreed to undertake and complete the Work solely based Contractor's own investigation and examinations.

p. Each of the Contract Documents is an essential part of this Contract. The Contract Documents are intended to be complimentary and to describe and provide for a complete Contract. In the event of any conflict among the Contract Documents, the order of precedence shall be:

1. Change orders, Contract amendments, Contract supplements;
2. This Contract Agreement;
3. The Bid, to the extent that it exceeds the requirements of other Contract Documents;
4. Plans and Specifications;
5. Governing Specifications as modified by any Special Provisions; and
6. Contract Bonds.

q. Contractor shall provide appropriate security for the Project and shall take reasonable precautions and provide protection to prevent damage, injury, or loss to the Work, materials, and equipment to be incorporated therein, as well as all other property at or on the site, whether owned by the Contractor, the Authority, or any other person. Contractor, at no additional cost to Authority, shall maintain, repair, rebuild, restore, or replace all Work, documents, deliverables, materials, equipment, or supplies which are created, purchased, or acquired as part of the Project or for use during construction that is injured or damaged prior to Substantial Completion, unless Contractor retains responsibility for as a result of contractor's negligence

loss and control of certain elements after Final Acceptance.

r. IN ADDITION TO INDEMNIFICATIONS SPECIFICALLY ADDRESSED IN THE CONTRACT DOCUMENTS, CONTRACTOR SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD THE AUTHORITY, ITS EMPLOYEES, OFFICERS, BOARD MEMBERS, AGENTS, CONSULTANTS, AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY ALL LOSSES ARISING OUT OF RELATING TO OR RESULTING FROM: (I) THE BREACH OR ALLEGED BREACH OF THIS CONTRACT OR ANY CONTRACT DOCUMENTS; (II) THE FAILURE OR ALLEGED FAILURE BY ANY MEMBER OF THE CONTRACTOR, INCLUDING ITS SUBCONTRACTORS, TO COMPLY WITH ANY APPLICABLE LAWS OR GOVERNMENTAL APPROVALS; (III) THE ACTS, OMISSIONS, NEGLIGENCE, RECKLESSNESS, WILLFUL MISCONDUCT, BREACH OF CONTRACT OR LAW BY CONTRACTOR OR ITS SUBCONTRACTORS; (IV) ANY AND ALL CLAIMS BY ANY GOVERNMENTAL ENTITY CLAIMING TAXES BASED ON GROSS RECEIPTS, PURCHASES OR SALES, USE OF PROPERTY OR INCOME OF CONTRACTOR OR ITS SUBCONTRACTORS WITH RESPECT TO ANY PAYMENT FOR WORK UNDER THE CONTRACT DOCUMENTS; AND (V) ANY CLAIM, DEMAND, SUIT, PROCEEDING, INVESTIGATION OR CAUSE OF ACTION BROUGHT AGAINST THE AUTHORITY IN CONNECTION WITH ALLEGED WRONGFUL ACTS OR OMISSIONS RELATED TO THE CONSTRUCTION OF THE PROJECT, INCLUDING WITH RESPECT TO CONSTRUCTION ACCIDENTS.

s. In no event shall the Authority, its employees, officers, board members, agents, consultants or representatives be held liable for injury, damage, or death sustained by reason of a defect or want of repair on or within the site during the period Contractor has operation and control of site, nor shall the Authority be liable for any injury, damage, or death cause by the actions, omissions, negligence, willful misconduct, or breach of applicable Law or contract by Contractor. Contractor expressly acknowledges and agrees to Authority's rights under this Contract to take any action with respect to the Project, including the right to review, comment on, disapprove, and/or accept the Work do not create or impose on the Authority any standard or duty of care toward the Contractor or any other Person, all of which are expressly disclaimed.

to the extent such claim arises out of contractor's negligence,

t. Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action

that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Further, Contractor hereby verifies that it is not engaged in business with Iran, Sudan or terrorist organizations and that it is not a list prepared and maintained by the State of Texas under Texas Government Code, Sections 806.051, 807.051 or 2252.153.

u. In order to protect the Project from early failure, Contractor shall assume responsibility for the actual pavement performance under the Contract specifications for a two (2) year warranty period. Contractor shall not assume any responsibility for the structural design of the Project, but shall be responsible for the mixture design and workmanship. Contractor shall propose a Quality Control Plan to address construction details and procedures. The Authority will evaluate the pavement over the warranty period; final acceptance of the Project with regard to this performance warranty shall not occur until the warranty period has expired.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year written above.

[Signatures to follow].

v. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR, AND EACH PARTY SHALL RELEASE THE OTHER PARTY FROM, ANY CLAIMS, DEMANDS, LOSSES, LIABILITY FOR PUNITIVE, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING BUSINESS INTERRUPTIONS, LOSS OF PROFIT, LOSS OF REVENUES, AND PRODUCTION LOSS, HOWEVER CAUSED.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____

S. David DeAnda, Jr.
Hidalgo County Regional Mobility Authority Chairman

State of Texas, County of Hidalgo

This instrument was acknowledged before me on the_____day of_____, 2021 by_____as Chairman of the Hidalgo County Regional Mobility Authority.

(Personalized Seal)

_____

Notary Public's Signature

Attested By:

_____

Pilar Rodriguez, P.E.
HCRMA Executive Director

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

EVIDENCE OF CORPORATE AUTHORITY

I, Jamie Black, hereby certify that I am ~~Secretary~~ Chief Operating Officer of Stake Operating Company, LLC [Corporation] existing under the laws of the State of Texas, and that the following resolution was adopted at a meeting of the Board of Directors of the said [Corporation] duly called and held on the day of 4 March 20 22, and that the same remains in full force and effect:

(Here insert or attach resolution)

I further certify that Stake Operating Company, LLC is a ~~corporation~~ Limited Liability Company duly organized and in good standing in the State of its creation, and is fully authorized to do business in the State of Texas and is in full conformity with the Laws of the State of Texas.

IN WITNESS WHEREOF, I have hereto appended my signature and the seal of the said Corporation on this the 4 day of March, 20 22.

SECRETARY SEAL

State of Texas County, Hidalgo County

This instrument was acknowledged before me on (date) by (name of officer), (title of officer) of (name of corporation acknowledging), a (state of incorporation) corporation, on behalf of said corporation.

(Personalized Seal)

Notary Public's Signature

ANITA VOTSMIER
ID #3151460
My Commission Expires
March 30, 2024

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N. PERFORMANCE BOND

post award.

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____of the City of_____

County of_____, and State of_____, as Principal

(hereinafter referred to as the "Principal"), and _____

authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as the "Surety"), are held and firmly bound unto Hidalgo County Regional Mobility Authority, (hereinafter referred to as the "Authority"), in the penal sum of

_____Dollars

($_____), lawful money of the United States, well and truly to be paid to Authority, and for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Authority, dated the _____ day of_____, 20_____, to _____ (hereinafter referred to as the "Contract"), attached hereto, and whereas, under the law, said Principal is required before commencing the work provided for in said Contract to execute a bond in the amount of said Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with the plans, specifications, and Contract documents as provided in said Contract, and shall fully indemnify and save harmless the Authority from all costs and damage which the Authority may suffer by reason of Principal's default or failure to do so and shall fully reimburse and repay the Authority all outlay and expense which the Authority may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED FURTHER that the said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same shall, in anyway affect its obligation on this bond. The Surety does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract, or to the work, or to the specifications.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein. post award

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this_____day of_____, 20_____.

_____	_____
Principal	Surety
_____	_____
Signature	Signature
_____	_____
Name & Title	Name & Title
_____	_____
Address	Address
_____	_____
(_____)_____	(_____)_____
Phone Number	Phone Number

The name and address of the Resident Agency of Surety is:

_____

_____

(_____)_____ _____

Phone Number SIGNATURE OF LICENSED LOCAL RECORDING AGENT appointed to countersign on behalf of Surety (Required by Article 21.09 of the Insurance Code)

****

I,_____, having executed Bonds

SIGNATURE

for_____do hereby affirm I have

NAME OF SURETY

verified that said Surety is now certified with authority from either: (a) the Secretary of the Treasury of the United States if the project funding includes Federal monies; or (b) the State of Texas if none of the project funding is from Federal sources; and further, said Surety is in no way limited or restricted from furnishing Bond in the State of Texas for the amount and under conditions stated herein.

*NOTE: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Performance Bond in each contract.

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O.PAYMENT BOND post award.

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____of the City of_____

County of_____, and State of_____, as Principal

(hereinafter referred to as the "Principal"), and _____

authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as the "Surety"), are held and firmly bound unto Hidalgo County Regional Mobility Authority, (hereinafter referred to as the "Authority"), in the penal sum of

_____Dollars

($_____) lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Authority, dated the _____ day of_____, 20_____, to

_____

_____(hereinafter referred to as the "Contract"), which said Contract and the Contract documents incorporated therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein., and whereas, under the law, said Principal is required before commencing the work provided for in said Contract to execute a bond in the amount of said Contract solely for the protection of claimants, as defined by the Chapter 2253, Texas Government Code, in the prosecution of the work provided for in said Contract supplying labor and materials, as defined by law, in the prosecution of the work provided for in said Contract, for the use of each such claimant.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to the Principal, his or its heirs, successors, executors, and administrators, or a subcontractor in the prosecution of the work provided for in said Contract and all duly authorized changes to said Contract that may hereafter

be made, then, this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work performed there under, or to the other Contract Documents accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder or to the other Contract Documents accompanying the same.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this_____day of_____, 20_____.

_____	_____
PRINCIPAL	Surety
_____	_____
Signature	Signature
_____	_____
Name & Title	Name & Title
_____	_____
Address	Address
_____	_____
(_____)_____	(_____)_____
Phone Number	Phone Number

The name and address of the Resident Agency of Surety is:

_____

_____

(_____)_____
Phone Number

_____
SIGNATURE OF LICENSED LOCAL RECORDING AGENT appointed to countersign on behalf of Surety (Required by Article 21.09 of the Insurance Code)

***NOTE: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.**

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HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

P. WARRANTY BOND post award

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, that the_____,
a_____, as "Principal" and_____, as "Surety" or as "Co-Sureties", authorized under the laws of the State of Texas to act as Surety on bonds for principals are held and firmly bound unto Hidalgo County Regional Mobility Authority, (hereinafter referred to as the "Authority"), in the penal sum of_____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with Hidalgo County Regional Mobility Authority, dated the_____day of_____, 2021 (hereinafter referred to as the "Contract"), which said Agreement, along with the Contract Documents referenced therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal shall promptly and faithfully perform all of its warranty obligations under the Contract Documents, as they may be amended or supplemented, including without limitation the fulfillment of all Warranties, and payment of claims, subcontractors, suppliers, materialmen and mechanics, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, it being expressly understood and agreed that the liability of Surety for any and all claims hereunder shall in no event exceed the Bonded Sum.

The following terms and conditions shall apply with respect to this Bond:

1. The Contract Documents are incorporated by reference herein.
2. Surety's obligations under this Bond shall include the Principal's obligation to pay its subcontractors, suppliers, materialmen and mechanics for warranty-related work or supply.

3. The guarantees contained herein shall survive one year after the final completion of the construction called for in the Contract Documents.

4. Whenever Principal shall be, and is declared by the Hidalgo County Regional Mobility Authority and or representatives to be, in default with respect to its warranty obligations under the Contract Documents, provided that the Hidalgo County Regional Mobility Authority is not then in material default thereunder, Surety shall promptly take one of the following actions with the consent of the Hidalgo County Regional Mobility Authority:

   a) arrange for Principal to perform and complete the warranty obligations of this Agreement;

   b) complete the Warranty Work in accordance with the terms and conditions of the Contract Documents then in effect, through its agents or through independent contractors;

   c) obtain bids or negotiated proposals from qualified contractors acceptable to the Hidalgo County Regional Mobility Authority for a contract for performance and completion of the Warranty Work (as defined in the Agreement), through a procurement process approved by the Hidalgo County Regional Mobility Authority, arrange for a contract to be prepared for execution by the Hidalgo County Regional Mobility Authority and the contractor selected with the Hidalgo County Regional Mobility Authority's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Agreement; or

   d) waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, (i) after investigation, determine the amount for which it may be liable to the Hidalgo County Regional Mobility Authority and, as soon as practicable after the amount its determined, tender payment therefore to the Hidalgo County Regional Mobility Authority, or (ii) deny liability in whole or in part and notify the Hidalgo County Regional Mobility Authority citing reasons therefore.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Hidalgo County Regional Mobility Authority to Surety demanding that Surety perform its obligations under this Bond, and the Hidalgo County Regional Mobility Authority shall be entitled to enforce any remedy available to the Hidalgo County Regional Mobility Authority. If Surety proceeds as provided in Subparagraph 4.d, and the Hidalgo County Regional Mobility Authority refuses the payment tendered or Surety has denied

liability, in whole or in part, without further notice the Hidalgo County Regional Mobility Authority shall be entitled to enforce any remedy available to the Hidalgo County Regional Mobility Authority.

6. After the Hidalgo County Regional Mobility Authority has terminated the Principal's right to complete the Agreement, and if Surety elects to act under Subparagraph 4.a, 4.b, or 4.c above, then the responsibilities of Surety to the Hidalgo County Regional Mobility Authority shall not be greater than those of the Principal under the Agreement, and the responsibilities of the Hidalgo County Regional Mobility Authority to Surety shall not be greater than those of the Hidalgo County Regional Mobility Authority under the Agreement. To the limit of the Bonded Sum, but subject to commitment of the unpaid balance to mitigation costs and damages on the Agreement, Surety is obligated without duplication for:
    a) the responsibilities of the Principal for correction of defective work; and
    b) actual damages, including additional legal, design professional, and delay costs resulting from Principal's default, and resulting from the actions or failure to act of Surety under Paragraph 4.
    c) Liquidated Damages under the Agreement.
7. No alteration, modification or supplement to the Warranty provisions of the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this Bond. Surety waives notice of any alteration, modification, supplement or extension of time.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this_____day of_____, 20_____.

_____	_____
PRINCIPAL	Surety
_____	_____
Signature	Signature
_____	_____
Name & Title	Name & Title
_____	_____
Address	Address
_____	_____
(_____)_____	(_____)_____
Phone Number	Phone Number

The name and address of the Resident Agency of Surety is:

_____

_____

(_____)_____	_____
Phone Number	SIGNATURE OF LICENSED LOCAL RECORDING AGENT appointed to countersign on behalf of Surety (Required by Article 21.09 of the Insurance Code)

*NOTE: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

Q.RECEIPT OF ADDENDA

I/We hereby acknowledge receipt of the following addenda and have made the necessary revisions to the Bidder's Proposal, plans, and specifications, etc., and agree that these addenda are included in the Bidder's Proposal.

Addenda #	Signature	Date
1. 1	J. Weingrad	February 21, 2022
2. 2	J. Weingrad	February 21, 2022
3. 2-Corrected	J. Weingrad	February 21, 2022
4. 3	J. Weingrad	February 28, 2022
5.		
6.		
7.		
8.		
9.		
10.		

I/WE understand that failure to confirm Receipt of Addenda may result in the bid not being accepted.

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EXHIBIT B

CONTRACT AGREEMENT BETWEEEN LONESTAR PIPIELINE and HCRMA

UTILITY RELOCATION AGREEMENT

This Utility Relocation Agreement (the "**Agreement**") by and between the Hidalgo County Regional Mobility Authority ("**HCRMA**") and Lonestar Pipeline Company, LLC (d/b/a Rio Grande Intrastate Pipeline Company LLC) ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **HCRMA**.

WHEREAS, the **HCRMA** has deemed it necessary to make certain highway improvements as designated by the **HCRMA** and approved by the Texas Department of Transportation within the limits of the highway as indicated on Exhibit A, attached hereto;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: *relocation and construction of approximately 900' of 8" high-pressure gas line crossing at baseline Sta. 818+10 currently in conflict*; and more specifically shown in **Project's** Plans provide in Exhibit B (the "**Project**") attached hereto;

WHEREAS, such adjustment, removal, and/or relocation of certain facilities of Utility involves the relocation of a regulated natural gas transmission pipeline that must be executed pursuant to current state and federal regulations and guidelines, as well as in accordance with the Utility's current operations and maintenance manual and its associated 49 CFR Part 192 plans and procedures;

WHEREAS, the **HCRMA** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for HCRMA and/or federal and/or state participation; and

WHEREAS, the **HCRMA,** upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle Utility to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above and attached as Exhibit B;

NOW, THEREFORE, BE IT AGREED:

1. The Utility hereby agrees to the Project, including the adjustments and/or relocation of Utility's facilities in accordance with the terms of this Agreement.

2. All conduct under this Agreement, including but not limited to the adjustment, removal, and relocation of the Utility's facilities, the development and reimbursement of costs, any environmental and permitting requirements, and retention of records will be in accordance with all applicable federal and state laws, rules, and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, the Texas Railroad Commission and DOT/PHMSA 49 CFR Part 192 regulations and requirements, and with the Utility Accommodation provisions of 23 CFR 645, Subpart B (the "**Applicable Laws, Rules and Regulations**").

3. Pursuant to the Project Management Agreement (attached hereto as Exhibit D), the HCRMA will design and construct the Project on behalf of the Utility; provided that the Utility, as the owner, shall approve the design, and oversee construction and accept the Project in accordance with such

design. Utility shall issue a notice to proceed with construction only after it provides certification of design compliance within all Applicable Laws, Rules and Regulations. Project acceptance shall be confirmation that the Project is in compliance with the Applicable Laws, Rules and Regulations.

4. With written agreement by the parties, Utility may retain certain consultants (the "**Utility's Consultants**") to serve as owner's representatives for purposes of Section 3 above. The parties shall agree to Utility's Consultant's eligible costs in advance of Utility issuing any work authorization to the Utility's Consultants. HCRMA recognizes that work may not commence until such authorization and agreements are in place. Work authorizations for Utility's Consultants shall be signed by Utility with a copy to HCRMA. Invoices for authorized work shall be submitted by consultant to Utility for approval. Approved invoices shall be forwarded to the HCRMA for payment in accordance with the approved costs at not less than monthly intervals. Invoiced amounts which are not pre-approved costs will not be paid by the HCRMA.

5. Utility and Utility's Consultants shall participate in Utility Coordination Meetings at the HCRMA office located at 203 W. Newcome Ave., Pharr, Texas 78577 or other locations (including virtual meetings and teleconferences) mutually agreed by the parties.

6. The parties agree to the Project Schedule, including the stated completion date, provided in Exhibit C. The completion date may be extended as required by the HCRMA.

7. In the event it is determined by the parties that a substantial change from the designated Project is required, HCRMA and Utility shall promptly coordinate the necessary revisions and any amendments required to this Agreement.

8. This Agreement is subject to cancellation by written notice from the HCRMA at any time up to the date construction begins. The HCRMA agrees to pay pre-approved costs incurred by the Utility up to the time of cancellation. A notice of cancellation shall constitute a stop work notice to Utility's Consultants after which reasonable documented demobilization costs and other eligible costs incurred prior to termination shall be submitted for prompt payment.

9. The HCRMA auditor, the Texas Department of Transportation ("**TxDOT**"), and/or the State Auditor may conduct an audit or investigation of any entity receiving funds from the HCRMA directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the HCRMA auditor, under the direction of the HCRMA Executive Director, TxDOT, and/or State Auditor to conduct an audit or investigation in connection with those funds. Utility agrees that Utility and any of its Utility's Consultants will provide the HCRMA Auditor, TxDOT, and/or State Auditor with reasonable access during regular business hours to any information reasonably relevant to the investigation or audit.

10. Utility represents and warrants that it owns the Utility facilities designated for relocation, as provided in Exhibit G under this Agreement and that to its knowledge, there are no material contracts, judgements, liens, or other existing obligations requiring notice of this Agreement.

11. As provided in Exhibit H, the Utility has and shall maintain the insurance on its facilities for the duration of this Agreement and agrees to name the HCRMA as an additional insured for the term of this Agreement and the Project Management Agreement. The Authority shall require its consultants, contractors or subcontractors to carry and provide certificates of insurance naming the Authority and the Utility Indemnities as additional insureds as set forth in Addendum A to the Utility Relocation Agreement (the "**COIs**"). Such COIs shall be provided both to the Authority and to the Utility prior to the commencement of work.

12. Exhibits to this Agreement are included in their entirety as a part of this Agreement:

    Exhibit A: 365 Tollway Limits
    Exhibit B: Statement of Work (Relocation Project Plan)
    Exhibit C: Project Schedule, including Stated Completion Date
    Exhibit D: Project Management Agreement
    Exhibit E: Utility Joint Use Agreement – ROW- U-JUA
    Exhibit F: Eligibility Ratio
    Exhibit G: Proof of Property Interest – ROW-U-1A, ROW-U-1B, or ROW-U-1C
    Exhibit H: Certificate of Insurance

13. In executing this Agreement, the Utility does not waive any of the rights which the Utility may have within the limits of the law. In executing this Agreement, the HCRMA does not waive any of the rights which the HCRMA, as a political subdivision, may have within the limits of the law.

[signatures to follow]

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: Lonestar Pipeline Company, LLC
Name of Utility

By: William Lee Davis
Authorized Signature

William Lee Davis
Print or Type Name

Title: CEO

Date: 7/9/2021

HCRMA

Hidalgo County Regional Mobility Authority

By:
Authorized Signature

Pilar Rodriguez
Print or Type Name

Title: Executive Director

Date: 7/27/2021

EXHIBIT A

365 TOLLWAY PROJECT DESCRIPTION

Project Description:

The 365 Tollway Project (within the limits of Segments 1 and 2 of the SH 365 project) includes the construction of a controlled access toll facility from FM 396 (Anzalduas Highway) and extending east and south to US 281, a distance of approximately 12.2 miles.

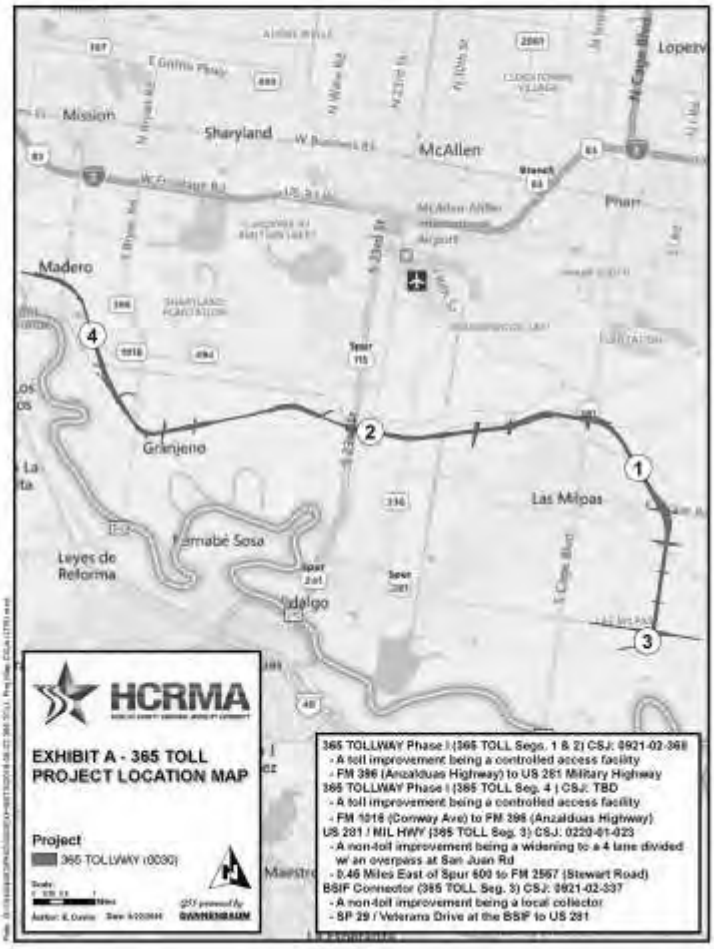


EXHIBIT B

STATEMENT OF WORK
(RELOCATION PROJECT PLANS)

SERVICES TO BE PROVIDED BY THE ENGINEER

The Work to be performed by Saenz Oil & Gas Services, LLC (SOGS) (CONSULTANT) under this agreement with the Hidalgo County Regional Mobility Authority (HCRMA) (AUTHORITY) will cover surveying, engineering, environmental analysis, geotechnical analysis, project/construction management phase services during the length of this Project from design phase to construction phase. This proposal excludes construction phase services and will be submitted via separate proposal agreement. In addi on, this proposal will cover additional effort associated with any further encroachment evaluations needed to review any changes to the Project as provided by HCRMA.

The **CONSULTANT** will provide the following:

1. **SURVEY PHASE SERVICES:**

A. SURVEY (BOUNDARY & EASEMENT PLATS)

- Boundary site survey to establish existing easement and temporary easement for work space. Each property owner will require easement plat illustrating the existing easement and the temporary work space easement for use during construction. [Assumed. 4 days of Field Boundary Survey: 9 easement plats based on potentially 9 different property owners where the easement traverses].

B. SURVEY (DESIGN, CONSTRUCTION, & AS-BUILT)

- Planimetric/Topo survey, to include one-call needed to have the pipeline Operators field verify via flagging and probing their associated pipeline. It is our understanding that there are other pipelines and utilities within the vicinity of this Project. Survey will not be responsible for probing and or sweeping work area for utility locations, but can be provided as an additional service. One calls will be performed accordingly. [Assumed 4 days of Planimetric Survey].

- Upon NTP for Construction, we will coordinate with the Contractor on Construction staking of the pipeline easement, additional temporary workspace limits, pipeline alignment, and limits of the HDD entry/exit area. [Assumed 2 days of Construction Staking].

- During construction, an as-built survey will be initiated and the plan & profile as-built will be prepared for submittal. This survey process will require onsite survey crew to field survey circumferential welds and pull-back of pipeline; in addition, survey crew will survey cold cut piece and tie-in locations. This scope can be clarified further upon coordination with Lonestar per their specifications. [Assumed 6 days of As-Built, contingent on the construction contractor's progress].

2. **ENGINEERING DESIGN PHASE SERVICES & PROJECT MANAGEMENT:**

A. HDD PIPELINE RELOCATION

- Design plan & profile HDD limits and associated appurtenances; and, submit IFR plans.
- Preparation of civil plan and profile drawing to include associate specifications, associated bill of materials, identification of work areas, and reference to associated industry and/or Lonestar/CAMS standards.

B. ASSIST LONESTAR IN THEIR PREPARATION OF THE BID PACKAGE; TO INCLUDE, SUBMITTAL OF IFB DRAWINGS.

- Participation in bid meeting and addressing technical design questions.

C. ASSIST LONESTAR IN THEIR PREPARATION OF THE CONSTRUCTION PACKAGE; TO INCLUDE, SUBMITTAL OF IFC DRAWINGS.

- Participation in preconstruction meeting and addressing technical design questions.

D. BID PACKAGE AND CONSTRUCTION MANAGEMENT

- On behalf of Lonestar, CAMS will be preparing the complete bid package and construction package, except SOGS will be providing the HDD design drawings and bill of materials per CAMS review and comments. Refer to the attached proposal from CAMS dated June 9, 2021.

E. GEOTECHNICAL ANALYSIS & REPORT:

- Refer to attached estimate from Tolunay-Wong Engineers, Inc dated May 14, 2021.

F. ENVIRONMENTAL ANALYSIS & REPORT:

- Refer to attached estimate from Landhawk Consulting, LLC dated June 8, 2021.

F. BID PACKAGE, CONSTRUCTION PACKAGE, & CONSTRUCTION

- Refer to attached estimate from CAMS dated June 9, 2021 with detailed task.

EXHIBIT B, continued



EXHIBIT C

PROJECT SCHEDULE
(AND STATED COMPLETION DATE)

DELIVERABLE	DURATION
Initial Coordination Meeting	2 weeks after NTP [July 13, 2021]
Survey Phase Services	20 days [August 13, 2021]
Engineering Design Phase	60 days after NTP [Sept. 10, 2021]
Construction Management / Inspection	TBD
Final Report Delivery	TBD
As Build Plan Submittal	TBD

EXHIBIT D

PROJECT MANAGEMENT AGREEMENT

ADDENDUM A
TO THE UTILITY RELOCATION AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROJECT MANAGEMENT AGREEMENT
FOR THE RELOCATION OF A PUBLIC UTILITY FACILITY
BY AND BETWEEN
LONESTAR PIPELINE COMPANY, LLC AND
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS PROJECT MANAGEMENT AGREEMENT FOR THE RELOCATION OF A PUBLIC UTILITY FACILITY (the "**Agreement**") is made and entered into effective as of the _____ day of July, 2021, by and between **LONESTAR PIPELINE COMPANY, LLC** (d/b/a Rio Grande Intrastate Pipeline Company LLC), a limited liability company and a public utility in the State of Texas (the "**Utility**") and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas (the "**Authority**") operating pursuant to Chapter 370, Texas Transportation Code (the "**Act**"), each situated in Hidalgo County, Texas.

The initial addresses of each of the parties for legal notice purposes, which either party may change by given written notice to the other, are as follows:

AUTHORITY
Hidalgo County Regional Mobility Authority
203 Newcome Ave
Pharr, Texas 78577
Attn: Pilar Rodriguez, Executive Director
Email: prodriguez@hcrma.net

UTILITY
Lonestar Pipeline Company, LLC
c/o Kindle Energy LLC
500 Alexander Park Drive, Suite 300
Princeton, NJ 08540
Email: beth.quirk.hendry@kindle-energy.com

With a copy to:
Lonestar Pipeline Company, LLC
c/o Frontera Energy Center
900 S. Goodwin Road
Mission, TX 78572
Attn: Victor Gutierrez, Plant Manager
Email: victor.gutierrez@lonestargen.com

And a copy to:
CAMS Midstream Services, Inc.
910 Louisiana Street, Suite 2400
Houston, TX 77002-5418
Attn: Colin Harper
Email: charper@camstex.com

WHEREAS, the Utility is the owner of a "public utility facility" as described in Section 370.003(10) of the Act (the "**Facility**");

WHEREAS, Section 370.033 of the Act provides that the Authority may "install, construct, or contract for the construction of public utility facilities, direct the time and manner of construction of a public utility facility in, on, along, over, or under a transportation project, or request the removal or relocation of a public utility facility in, on, along, over, or under a transportation project;"

WHEREAS, pursuant to Section 370.170 of the Act, the Authority has determined that the Facility must be relocated to accommodate an Authority project, and the Authority and the Utility have entered into a Utility Relocation Agreement;

WHEREAS, this Agreement further addresses the responsibilities of the parties with regard to the relocation of the Facility;

1. **Utility Responsibilities.**

   A. The Utility owns the Facility and the easement where the Facility is located, before and after the relocation.

   B. The Utility will provide any required permitting for the relocation subject to the Authority funding the costs for same as provided for in the Utility Relocation Agreement.

   C. The Utility will approve the relocation plans prior to issuing a notice to proceed to the Authority for the relocation of the Facility subject to the Authority funding the costs for same as provided for in the Utility Relocation Agreement.

   D. The Utility will review and accept the work relocating of the Facility prior to the Authority's final payment under any related contracts subject to the Authority funding the costs for same as provided for in the Utility Relocation Agreement.

   E. The Utility has and will maintain insurance providing full coverage of the Facility, including general liability, professional liability, pollution, commercial auto, inland marine, and workers' compensation, which

coverage shall include the relocation and the resulting joint use agreement. To the extent the Utility engages consultants to perform the responsibilities described hereunder, such consultants shall maintain insurance as described in Section 2.F. and shall name the Authority as an additional insured.

F. The Utility shall operate the Facility in compliance with local, state, and federal laws and regulations.

G. Utility shall defend, indemnify, and hold harmless the Authority, including the Authority's employees, officers, directors, contractors, consultants and subcontractors, successors and assigns (the "**HCRMA Indemnities**") from and against loss, injury, death, damage, liability, claims, actions, costs, expenses, fines, or penalties, including reasonable attorneys' fees and expert witness fees (collectively "Losses") arising out of or related to: (i) the failure of the Utility or its designated consultants to meet any applicable regulatory or governmental laws, rules, guidelines and requirements for the construction of a regulated natural gas transmission pipeline, including but not limited to those codes and regulations pertaining to health and safety as well as other applicable laws; (ii) any damage to the existing facilities within the Authority's right of way caused or contributed by the Utility's conduct or the conduct of its consultants; or (iii) the willful negligence, fraud, or willful misconduct of the Utility or its subcontractors. Utility makes no warranties or representations regarding the existence or location of utilities currently within Authority's right of way. Utility agrees to defend, indemnify, and hold harmless the HCRMA Indemnitees and Texas Department of Transportation for any damage to existing facilities within the Utility's right of way caused or contributed by the Utility's conduct or the conduct of its consultants. Furthermore the Utility shall require its consultants to defend, indemnify, and hold harmless the HCRMA Indemnities and the Texas Department of Transportation for any damage to existing facilities within the Utility's right of way caused by the Utility's consultants' conduct. If the Utility's consultants cannot directly defend, indemnify, or hold harmless the HCRMA Indemnities and the Texas Department of Transportation, the Utility shall pass through to the Authority, without any setoff or reduction, any indemnification received from its consultants for losses arising out of or related to the easement, the existing facilities, or the relocation project.

2. Authority Responsibilities.

A. The Authority owns the right-of-way where the easement for the Facility is located.

B. The Authority agrees to contract on behalf of the Utility and fund costs of the relocation of the Facility as provided for in the Utility Relocation Agreement, including but not limited to the preparation of relocation plans,

permitting, and relocation and review/final acceptance of the work.

C. The Authority will adhere to the Texas Department of Transportation Utility Relocation Manual and any other applicable laws, under the direction of the Utility's consultants, in undertaking the relocation of the Facility. The Authority will also adhere to applicable state and federal guidelines and requirements for relocating natural gas transmission facilities, including but not limited to the guidelines and requirements of the Texas Railroad Commission and DOT/PHMSA.

D. Upon receipt of a written notice to proceed by the Utility, the Authority shall begin performing the relocation.

E. To the extent permitted by law, the Authority shall defend, indemnify, and hold harmless the direct or indirect parent companies, their subsidiaries, affiliates, agents, successors or assigns and their respective employees, officers, directors and shareholders (the "**Utility Indemnities**") from and against Losses arising out of or related to: (i) any damage to the existing facilities within the Utility's right of way caused by the Authority; or (ii) the willful negligence, fraud, or willful misconduct of the Authority. To the extent permitted by law, the Authority shall defend, indemnify and hold harmless the Utility Indemnities for any damage to existing facilities within the Utility's right of way caused or contributed by the Authority's conduct. Furthermore, the Authority shall require its consultants, contractors or subcontractors to defend, indemnify and hold harmless the Authority and the Utility Indemnities for any damage to existing facilities within the Utility's right of way caused or contributed by the Authority's consultants', contractors' or subcontractors' conduct. If the Authority's consultants, contractors or subcontractors cannot directly defend, indemnify or hold harmless the Utility Indemnities, to the extent permitted by law the Authority shall pass through to the Utility without any setoff or reduction any indemnification received from its consultants, contractors or subcontractors for Losses arising out of or related to the relocation project.

F. Authority undertakes its responsibilities as established in this Agreement as an independent contractor and will subcontract the relocation work. All Authority consultants, contractors or subcontractors shall carry and provide certificates of insurance, naming the Authority and the Utility Indemnities as additional insured for both ongoing and completed operations (except with regard to workers' compensation and employer's liability) and demonstrating the required levels of coverage, at a minimum:

i. worker's compensation coverage as required by law, including USL&H and FELA if applicable, and covering employees, including temporary, leased and casual workers, and employer's liability insurance with a limit of $1,000,000;

ii. commercial general liability insurance with a limit of $1,000,000 per occurrence and $2,000,000 in the aggregate and include coverage for contractual liability, broad form property damage, independent contractors, premises and operations, products and completed operations, mobile equipment, and containing no exclusions for explosion, collapse, or underground, lifting, rigging, or operations within 50 feet of a railroad;
iii. business automobile insurance with a combined single limit of $1,000,000 per accident;
iv. contractor's pollution liability coverage, to the extent an exposure exists, with a $1,000,000 per occurrence limit covering Authority's and its designated subcontractors' legal liability for pollution claims arising out of Authority's and its designated subcontractors' operations;
v. marine liability coverage, to the extent an exposure exists as part of the services being performed pursuant to this agreement, with limits, terms, and conditions appropriate to cover the exposure; and
vi. excess or umbrella liability coverage with a limit of $5,000,000 per occurrence and $5,000,000 in the aggregate that will respond excess of the underlying required general liability, auto liability and employers' liability policies (and contractor's pollution liability or marine liability if applicable).
vii. If providing engineering or design services, designated subcontractors shall maintain professional liability insurance with a limit of $1,000,000 to cover its designated subcontractors' errors, omissions, or negligent acts related to the professional services being provided under the agreement, which may be on a claims-made insurance form.

Insurance is to be maintained on an occurrence basis, be placed with insurers rated "A- VII" or better by A.M. Best's rating service, and contain a separation of insured clause. Before beginning work, the Authority shall furnish Utility with insurance certificates evidencing its designated contractors and subcontractors have complied with the foregoing insurance requirements.

3. Term and Termination.

This Agreement shall terminate upon the completion of the relocation of the Facility as provided for in the Utility Relocation Agreement except with respect to the parties' obligations to carry applicable insurance and to defend, indemnify and hold harmless which shall survive through the applicable statutes of limitations.

4. **Miscellaneous.**

A. **Conflict of Applicable Law**. Nothing in this Agreement shall be construed so as to require the Utility or the Authority to perform any act contrary to law; and, whenever there is any conflict between any provision of this

Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists; notwithstanding the foregoing, any modification of provisions shall preserve the intent and bargain of the parties evidenced in this Agreement to the extent legally permissible.

B. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

C. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto with regard to the relocation of the Facility and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Utility and the Authority, and not otherwise.

D. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

E. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by recognized overnight courier (FedEx, UPS), or by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth above, or at such other addresses as may have been theretofore specified by written notice delivered in accordance with the notice provisions above. The parties encourage the use of email to send courtesy copies of correspondence; however, such emails shall not be deemed official notice unless the receiving party acknowledges in writing its receipt of the email correspondence and agrees to accept such email as official notice under this Section E.

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given

for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

F. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

G. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.

H. **Assignment.** This Agreement shall not be assignable by either party, without the written consent of the other, which consent shall not be unreasonably withheld, conditioned or denied.

I. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

J. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

K. **Authority to Execute.** The execution and performance of this Agreement by the Utility and the Authority have been duly authorized by all necessary laws, resolutions, or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Utility and the Authority in accordance with its terms.

L. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

M. **Dispute Resolution.** Any dispute between the parties concerning the services or costs hereunder shall be settled by mediation following an initial attempt by management of both parties to first resolve the dispute through informal discussions. If mediation is unsuccessful, then the parties shall go to trial in a district court in Hidalgo County under Texas State law.

[signatures to follow]

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

UTILITY
LONESTAR PIPELINE COMPANY, LLC

By: William Lee Davis

Name: William Lee Davis

Title: CEO

AUTHORITY
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: 7/27/2021
Pilar Rodriguez, Executive Director

EXHIBIT E

UTILITY JOINT USE AGREEMENT – ROW- U-JUA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

UTILITY JOINT USE AGREEMENT

WHEREAS, the Hidalgo County Regional Mobility Authority (the "HCRMA") proposes to make certain highway improvements as part of the 365 Tollway Project; and

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of Lonestar Pipeline Company, LLC (d/b/a Rio Grande Intrastate Pipeline Company LLC) ("Utility") as indicated in the following statement of work: *relocation and construction of approximately 900' of 8" high-pressure gas line crossing at baseline Sta. 818+10 currently in conflict*; and

WHEREAS, the Utility proposes to retain title to any property rights it may have on, along, or across, and within or over such limits of the highway right of way as indicated by the location map attached hereto;

NOW, THEREFORE, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

Section 1. It is agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Agreement shall serve to modify or extinguish any compensable property interest vested in the Utility within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of Utility's future proposed changes to its own facilities, Utility agrees to notify HCRMA at least thirty (30) days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, Utility agrees to notify HCRMA promptly. If such alteration, modification, or new construction is in conflict with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, HCRMA and/or the Texas Department of Transportation ("TxDOT") shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway.

Section 2. If Utility's facilities are located along a controlled access highway, Utility agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the highway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes or other appurtenances of the Utility's facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the HCRMA or TxDOT to the Utility setting forth the conditions for policing and other controls to protect highway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the Utility shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided the HCRMA is notified immediately when such repairs are initiated and adequate provision is made by Utility for the convenience and safety of highway

traffic. Except as expressly provided herein, the Utility's rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public.

Section 3. If Utility's facilities are located along a non-controlled access highway, the Utility's rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

Section 4. Participation in actual costs incurred by the Utility for any future adjustment, removal, or relocation of utility facilities required by highway construction shall be in accordance with applicable laws of the State of Texas.

Section 5. It is expressly understood that Utility conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that the HCRMA makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

Section 6. The Utility and the HCRMA, by execution of this Agreement, do not waive or relinquish any right that they may have under the law.

Section 7. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY

Lonestar Pipeline Company, LLC

By: William Lee Davis

Name: William Lee Davis

Title: CEO

HCRMA

Hidalgo County Regional Mobility Authority

By: P P

Name: Pilar Rodriguez

Title: Executive Director

EXHIBIT F

ELIGIBILITY RATIO

HCRMA has determined its responsibility is 100% of the costs of the Project.

EXHIBIT G

PROOF OF PROPERTY INTEREST – ROW-U-1A, ROW-U-1B, OR ROW-U-1C

FORM 5-17

R/W NO.	T-63
MAP NO.	
W. O. NO.	4516
CHK.	376-41
RODS	26

19448

STATE OF TEXAS,
County of HIDALGO } ss. KNOW ALL MEN BY THESE PRESENTS

That for and in consideration of TWENTY-SIX AND NO/100 - - - - - - - - - - - - - - - - - -
($ 26.00) Dollars to the undersigned (herein styled Grantor, whether one or more), in hand paid, the receipt of which is hereby acknowledged, the said Grantor does hereby Grant, Bargain, Sell, Convey and Warrant unto Texas Eastern Transmission Corporation, a Delaware Corporation (herein styled Grantee), its successors and assigns, a right of way and easement to construct, lay, maintain, operate, alter, repair, remove, change the size of, and replace pipe lines and appurtenances thereto (including without limitation Corrosion Control equipment) for the transportation of oil, gas, petroleum products or any other liquids, gases, or substances which can be transported through pipe lines, the Grantee to have the right to select, change, or alter the route under, upon, over and through lands which the undersigned owns or in which the undersigned has an interest, situated in the County of HIDALGO, State of Texas, described as follows:

That part of Lot 6 Block 5 Rio Bravo Plantation Company's Subdivision of Porciones 61, 62 and 63 lying West of and exclusive of County Highways, containing 17.75 acres

T-63

more fully described in deed from Emma B. Hammond to L. M. Berry recorded in Volume 539, Page 118, Deed Records of said County, to which reference is here made for further description.

By the terms of this agreement, Grantee has the right to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace at anytime, or from time to time, one or more additional lines of pipe and appurtenances thereto (including without limitation Corrosion Control equipment). Provided, however, that for each additional line laid after the first line is laid hereunder, Grantee shall pay Grantor, his heirs or assigns, one dollar per lineal rod of additional pipe line laid under, upon, over or through said hereinabove described property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, with ingress to and egress from the premises, for the purposes herein granted.

The said Grantor is to fully use and enjoy the said premises, except for the purposes granted to the said Grantee and provided the said Grantor shall not construct nor permit to be constructed any house, structures or obstructions on or over, or that will interfere with the construction, maintenance or operation of, any pipe line or appurtenances constructed hereunder, and will not change the grade over such pipe line.

Grantee hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and agrees to pay such damages which may arise to growing crops, timber, or fences from the construction, maintenance and operation of said lines.

All payments hereunder may be made direct to the Grantor or to _____, who is hereby appointed agent and authorized to receive and receipt for the same, or, at the option of the Grantee, such payments may be made by depositing the same in _____ Bank, at _____, to the credit of Grantor or said agent.

The Grantor represents that the above described land is rented to No tenant until _____ 19____.

It is hereby understood that the party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 23rd day of November, 1956.

WITNESSES:

L. M. Berry
L. M. Berry (A single man)

STATE OF TEXAS }
County of Hidalgo }

BEFORE ME, the undersigned authority, on this day personally appeared L. M. Berry & Angie Mae, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office, this 23 day of November, 1956

My Commission expires: June 1st 1957

D. L. Dorsey
Notary Public in and for
Hidalgo County, Texas.

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, GEORGE L. ANDERSON, Clerk, County Court, Hidalgo County, Texas, do hereby certify that the above and foregoing instrument, with its certificates of authentication, was filed for record in my office the 5th day of Dec. A. D. 1956 at 11:32 o'clock A. M., and duly recorded the 7th day of Dec. A. D. 1956 at 1:12 o'clock P. M., in Vol. 876 Page 209-210 of the Deed Records of Hidalgo County, Texas.

To Certify Which, Witness my hand and the seal of said Court at office in Edinburg, this 7th day of December A. D. 1956.

By D. Gordon Deputy

GEORGE L. ANDERSON, Clerk, County Court
Hidalgo County, Texas

Times Pubco 11-55—10M—20894

Check 387 #7, 25

County of }

BEFORE ME, the undersigned authority, on this day personally appeared _____ President of _____, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this _____ day of _____, 19____

My Commission expires:

Notary Public in and for
_____ County, Texas.

The undersigned tenant of the grantor hereby joins in and consents to the within grant on the agreement that the damages resulting to the growing crops of the undersigned be paid promptly.

This _____ day of _____, 19____

Witness _____

Tenant

19448 11/23/56

RIGHT OF WAY GRANT

FROM

TO L. M. Berry

TEXAS EASTERN TRANSMISSION CORPORATION
P. O. Box 1612
Shreveport, Louisiana

FILED FOR RECORD THIS DATE
At 11:32 o'clock A. M.
STATE OF TEXAS
County of DEC 5 1956
GEO. L. ANDERSON
County Clerk, Hidalgo County, Texas
By _____ Deputy
This instrument was duly recorded on the _____ day of _____ 19____
in _____ at page _____ of Vol. _____
of the _____ Records of said County.

12:15 P.M.
Clerk of the County Court
for _____ County, Texas
By _____ Deputy.

PROOF READ

R/W No. T-63
Map No.
W.O.No. 4516
Check 376-42
Rods 26

ADVANCE DAMAGE RECEIPT

Received of the Texas Eastern Transmission Corporation,

Three Hundred Seventy Four & No/100 ($374.00) Dollars in full payment and settlement for all damages of every kind and character done or to be done to me in the construction of a pipe line across the following described land in Hidalgo, County, Texas:

That part of Lot 6 Block 5 Rio Bravo Plantation Company's Subdivision of Porciones 61, 62 and 63 lying West of and exclusive of County Highways, containing 17.75 acres.

and this shall be deemed to be and is a complete discharge and satisfaction of the obligation of said company to pay the damages which may be occasioned by the construction of said line and of the promise to pay such damages contained in the right-of-way grant this day executed by the undersigned to said company; said right-of-way grant and this instrument being executed simultaneously.

Dated this 23rd day of November, 1956.

L. M. Berry

L. M. Berry

Witness:

FORM 5-15

TEXAS E[ASTE]RN TRANSMISSION COR[P]ORATION

INVESTIGATION AND REPORT OF DAMAGE

R/W NO T-6[3]
MAP NO
WO NO 4516
RODS 26

ER L. M. Berry ADDRESS

TENANT No Tenant ADDRESS

TENANT ADDRESS

DESCRIPTION That part of Lot 6, Block 5, Rio Bravo Plantation Company's Subdivision of Porciones 61, 62 and 63 lying West of and exclusive of County Highways, containing 17.75, recorded in Volume 539, Page 118, Deed Records.

COUNTY Hidalgo STATE Texas

ADVANCE CONSTRUCTION DAMAGE Chk. No. 376 42 - $374.00 - 11-23-56

TILE APPROVED CLEAN UP APPROVED FENCE TIMBER ANIMALS

SPECIAL PROVISIONS

FIGURES BELOW TO SHOW TOTAL DAMAGE TO OWNER, TENANT, AND CONTRACTOR

DETAIL OF DAMAGE - BY J. A. Blanchet R/W AGENT

	TOTAL	AMOUNT PAID OWNER	AMOUNT PAID TENANT	AMOUNT PAID TENANT	CHARGE CONTRACT
TOTAL					X
		CHECK NO.	CHECK NO.	CHECK NO.	
		BY	BY	BY	

all damage Paid
Clearance OK

CALL BY
DATE

R/W NO T-63
MAP NO
WO NO 4516
RODS 26

CAUSE OF DAMAGE Constructi of the 8" Tabasco Field Latera ine.

AREA COVERED IF BREAK

TREES TIMBER ANIMALS

M P NO NO NAME OF PERSON REPAIRING BREAK

	OWNER	R/W AGENT	TENANT	R/W AGENT
ESTIMATE OF DAMAGE	$	$	$	$
OFFER TO SETTLE	$	$	$	$
FINAL SETTLEMENT	$	$	$	$

ARBITRATION PROPOSED

NAME OF ARBITRATORS

INTERVIEW WITH WHOM

RIGHT-OF-WAY AGENT WITH CONSTRUCTION USE SPACE BELOW ONLY

This is a Work Sheet; Do Not Type

WHAT ARRANGEMENT DID YOU MAKE TO KEEP ANIMALS IN LOT AND FEED THEM? INDICATE LENGTH OF EACH CROP IN RODS

26 rd. x 50' = 49 ac. No Crop (Pinwood Field)

Paul Tungate

R/W AGENT WITH CONSTRUCTION SIGN HERE WHEN

T-62

INVESTIGATION AND REPORT OF CLEAN-UP

McAllen (CITY) Texas (STATE) 4/5/57 (DATE)

TEXAS EASTERN TRANSMISSION CORPORATION

Gentlemen:

I have inspected the work done by clean-up crews across property located in Hidalgo County, State of Texas owned by L. M. Berry which was caused by the construction of your pipeline(s) across said premises. Said clean-up is satisfactory to me.

J. A. Shumlick
WITNESS

J. F. McKinley B & R.
(OWNER) (TENANT) (OWNER-REPRESENTATIVE)
CANCEL TWO

Texas Eastern Transmission Corporation
A Duke Energy Company

4227 Decker Drive
P.O. Box 426
Baytown, TX 77520

RECEIVED
MAR 11 1998
R/W & LAND DEPT

March 10, 1998

Mr. Jimmy Pawlik
P. O. Box 4467
McAllen, TX 78502

Re: Letter of Agreement
Proposed 15" PVC Irrigation Line, TETCO's 8" Line 16-A, M.P. 13.46, Tract 65, Hidalgo Co., TX

PIF

Dear Mr. Pawlik:

We have received your request to install a 15" PVC irrigation line above TETCO's pipeline at the referenced location. As you know, TETCO operates and maintains one (1) 8" high pressure natural gas pipeline across this location. TETCO requests that you install the water line below TETCO's pipeline as a precaution for the protection of both parties' facilities.

As an alternative you may install the irrigation line above TETCO's pipeline, however, you shall hold TETCO harmless for any damage or repairs to the irrigation line as a result of any future operation and maintenance activities by TETCO. Furthermore, you shall be responsible for any damage to TETCO's pipeline as a result of any future maintenance activities conducted on the irrigation line.

In the event future maintenance is required on TETCO's pipeline, TETCO shall notify you prior to initiating any work in the vicinity of the irrigation line. TETCO shall exercise extreme caution when working in and around the irrigation line. TETCO will request that you locate the irrigation line and adequately support it during excavation activities by TETCO.

TETCO requires that you adhere to the following requirements for the pipeline crossing as shown in the attached Transmission Guideline, " Requirements for Construction Near Texas Eastern Pipelines."

1.) The irrigation line shall be installed with a minimum clearance of 12" (if possible) between TETCO's pipeline.

2.) No mechanical excavation shall be conducted within one (1) foot of TETCO's pipeline.

3.) No reduction of grade across TETCO's easement will be permitted.

4.) The irrigation line shall be marked with an aboveground identification sign at the point of crossing, if possible.

T-65

5.) Metallic identification tape shall be installed above the irrigation line across the entire width of TETCO's pipeline easement. It shall be positioned above the irrigation line approximately 24" below the top of the ground.

6.) Mr. Lupe Reyes shall be contacted at (956) 383-2303 a minimum of three (3) working days prior to the commencement of any excavation activities around TETCO's pipeline.

Please note this letter of agreement must be fully executed prior to the commencement of the crossing. Please indicate your approval and acceptance of these requirements by your signature execution below and return the original to the undersigned.

If you have any questions, please call me at (281) 424-6838.

Sincerely,

Jeff Sauls for

T. P. Rittenhour

TPR/JGS

Attachment

JIMMY PAWLIK

_____ _____

Signature Date

cc: R. J. Clair
J. D. Haynes
R. E. Monheiser
L. J. Reyes
L. E. Shed
Tract File

FORM 5-17

1956

R/W NO.	T-65
MAP NO.	
W. O. NO.	4516
CRE.	375 23
RODS	121

STATE OF TEXAS,
County of HIDALGO } ss. KNOW ALL MEN BY THESE PRESENTS

That for and in consideration of ONE HUNDRED TWENTY-ONE AND NO/100 - - - - - - - - - -
($ 121.00) Dollars to the undersigned (herein styled Grantor, whether one or more), in hand paid, the receipt of which is hereby acknowledged, the said Grantor does hereby Grant, Bargain, Sell, Convey and Warrant unto Texas Eastern Transmission Corporation, a Delaware Corporation (herein styled Grantee), its successors and assigns, a right of way and easement to construct, lay, maintain, operate, alter, repair, remove, change the size of, and replace pipe lines and appurtenances thereto (including without limitation Corrosion Control equipment) for the transportation of oil, gas, petroleum products or any other liquids, gases, or substances which can be transported through pipe lines, the Grantee to have the right to select, change, or alter the route under, upon, over and through lands which the undersigned owns or in which the undersigned has an interest, situated in the County of HIDALGO, State of Texas, described as follows:

Lot 4 Block 6, Except Northwest 4 acres thereof, and all of Lot 5, Rio Bravo Plantation Company's Subdivision of lands in Porciones 61, 62 and 63

P. T. The undersigned Grantor hereby declares the above described property does not constitute any part of his homestead.

more fully described in deed from Sarah E. Ferry
to J. D. Pawlik recorded in Volume 730, Page 206-8
Deed Records of said County, to which reference is here made for further description.

By the terms of this agreement, Grantee has the right to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace at anytime, or from time to time, one or more additional lines of pipe and appurtenances thereto (including without limitation Corrosion Control equipment). Provided, however, that for each additional line laid after the first line is laid hereunder, Grantee shall pay Grantor, his heirs or assigns, one dollar per lineal rod of additional pipe line laid under, upon, over or through said hereinabove described property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, with ingress to and egress from the premises, for the purposes herein granted.

The said Grantor is to fully use and enjoy the said premises, except for the purposes granted to the said Grantee and provided the said Grantor shall not construct nor permit to be constructed any house, structures or obstructions on or over, or that will interfere with the construction, maintenance or operation of, any pipe line or appurtenances constructed hereunder, and will not change the grade over such pipe line.

Grantee hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and agrees to pay such damages which may arise to growing crops, timber, or fences from the construction, maintenance and operation of said lines.

All payments hereunder may be made direct to the Grantor or to _____, who is hereby appointed agent and authorized to receive and receipt for the same, or, at the option of the Grantee, such payments may be made by depositing the same in _____ Bank, at _____, to the credit of Grantor or said agent.

The Grantor represents that the above described land is rented to No Tenant until _____ 19__.

It is hereby understood that the party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 26th day of Nov. 19 56

WITNESSES:

Paul Tungate

J. D. Pawlik

Paul Tungate By _____ Deputy

FILED
HIDALGO COUNTY, TEXAS
1956
GEO. H. NOLAN, County Clerk

STATE OF TEXAS,
County of Hidalgo }

BEFORE ME, the undersigned authority, on this day personally appeared J. D. Pavlick, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office, this 26th day of Nov 1956

My Commission expires:
June 1- 1957

Notary Public in and for
Hidalgo. County, Texas.

P. S. BROWN
Notary Public, Hidalgo County, Texas

STATE OF TEXAS,
County of }

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, GEORGE L. ANDERSON, Clerk, County Court, Hidalgo County, Texas, do hereby certify that the above and foregoing instrument, with its certificates of authentication, was filed for record in my office the 10th day of Dec. A. D. 195 6 at 9 12 o'clock A M., and duly recorded the 12th day of Dec. A. D. 195 6 at 3 40 o'clock P M., in Vol 876 Page 453-454 of the Deed Records of Hidalgo County, Texas.

To Certify Which, Witness my hand and the seal of said Court at office in Edinburg, this 12th day of December A. D. 19 56

By L. Gorman Deputy

GEORGE L. ANDERSON, Clerk, County Court
Hidalgo County, Texas

Times Pubco—11-55—10M—20894

BEFORE ME, the undersigned authority, on this day personally appeared _____ President of _____, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this _____ day of _____, 19____.

My Commission expires:

Notary Public in and for

_____ County, Texas.

The undersigned tenant of the grantor hereby joins in and consents to the within grant on the agreement that the damages resulting to the growing crops of the undersigned be paid promptly.

This _____ day of _____, 19____

Witness

Tenant

RIGHT OF WAY GRANT

FROM J. D. Pavlick

TO

TEXAS EASTERN TRANSMISSION CORPORATION
P. O. Box 1612
Shreveport, Louisiana

STATE OF TEXAS
County of _____

I hereby certify that this instrument was duly recorded and FILED FOR RECORD THIS DATE
day of _____ A.D. 19____ at _____ o'clock ____ M.
in Vol. _____ Page _____
of the Records of said County.
GEO. L. ANDERSON
County Clerk, Hidalgo County, Texas
By _____ Deputy
Clerk of the County Court
for _____ County, Texas
By _____ Deputy.

DEC 10 1956

PROOF READ

13697
77-11

THE STATE OF TEX)
COUNTY OF HIDALGO)

Limited Title Certificate

I hereby certify to Texas Eastern Transmission Corporation, Shreveport, Louisiana, after an examination of the records of the county in which the real property hereinafter described is situated, that:

1. The last record owner of said premises is: J. D. Pawlik

as described by the Deed of Record dated 27th day of September 19 51 wherein Sarah E. Ferry is named as Grantor and the above person is named as Grantee, recorded in the Office of the Recorder of Deeds for the County of Hidalgo, State of Texas Volume 730 pages 206-8 (If not by deed, state how.)

Lot 4 Block 6, Except Northwest 4 acres thereof, all of Lot Five, Rio Bravo Plantation Company's Subdivision of lands in Porciones 61, 62 and 63,

2. That the said property is described by the said Deed in the manner set forth in Exhibit A attached hereto. see above:

3. That said Deed indicates that said Grantee (is) (is not) the owner of the underlying coal and mineral rights. no search made

3(a). Comments on above, if any:

4. That said Deed refers to no mortgages or other liens or encumbrances except:
no search made

5. That no mortgages appear of record to have been created by the said Grantee and no judgments have been entered of record against the said Grantee except:
no search made

6. That none of the above mentioned mortgages or judgments have been satisfied of record except:

7. That said Deed contains no provision which would interfere with the construction and operation of a pipeline across the property except: no examination made

Dated this 6th. day of September 19 56 at 5:00 o'clock P. M.

HIDALGO AND STARR COUNTIES ABSTRACT COMPANY

W. F. Tinkler
Signature.

W. F. TINKLER, Sole Owner
Box 186 Edinburg Texas
DU3-1693

Please type name, address and telephone number under signature.

Tract No. T-65
121 Rods

CERTIFICATE NO. 39991

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Limited Title Certificate

I hereby certify to Texas Eastern Transmission Corporation, Shreveport, Louisiana, after an examination of the records of the county in which the real property hereinafter described is situated, that:

1. The last record owner of said premises is: J. D. Pawlik

as described by the Deed of Record dated 27th day of September 1951 wherein Sarah E. Ferry is named as Grantor and the above person is named as Grantee, recorded in the Office of the Recorder of Deeds for the County of Hidalgo, State of Texas Volume 730 pages 206-208 (If not by deed, state how.)

all Lot Five (5) in Block Six (6) in Rio Bravo Plantation Company's Subdivision of Porciones 61, 62 & 63,

2. That the said property is described by the said Deed in the manner set forth in Exhibit A attached hereto. see above:

3. That said Deed indicates that said Grantee (is) (is not) the owner of the underlying coal and mineral rights. no search made

3(a). Comments on above, if any:

4. That said Deed refers to no mortgages or other liens or encumbrances except:
no search made

5. That no mortgages appear of record to have been created by the said Grantee and no judgments have been entered of record against the said Grantee except:
no search made

6. That none of the above mentioned mortgages or judgments have been satisfied of record except:

7. That said Deed contains no provision which would interfere with the construction and operation of a pipeline across the property except: no examination made

Dated this 6th day of September 1956, at 5:00 o'clock P. M.

HIDALGO AND STARR COUNTIES ABSTRACT COMPANY

W. F. Tinkler.
Signature.

W. F. TINKLER, Sole Owner
Box 186 Edinburg Texas
DU3-1693

Please type name, address and telephone number under signature.

Tract No._____

CERTIFICATE NO. 40031

R/W No. T-65
Map No.
W.O.No. 4516-3-153
Check 373 24
Rods 121

ADVANCE DAMAGE RECEIPT

Received of the Texas Eastern Transmission Corporation,

($605.00) Six Hundred Five & ------no/100 Dollars in full payment and settlement for all damages of every kind and character/done or to be done. EXCEPT: to crops at the time of construction to me in the construction of a pipe line across the following described land in Hidalgo, County, Texas:

Lot 4 Block 6, Except Northwest 4 acres therof, and all of Lot 5, Rio Bravo Plantation Company's Subdivision of lands in Porciones 61, 62 and 63.

and this shall be deemed to be and is a complete discharge and satisfaction of the obligation of said company to pay the damages which may be occasioned by the construction of said line and of the promise to pay such damages contained in the right-of-way grant this day executed by the undersigned to said company; said right-of-way grant and this instrument being executed simultaneously.

Dated this 26th. day of Nov., 1956.

J. D. Pawlik

IRM 5-15

TEXAS E TERN TRANSMISSION COR RATION

INVESTIGATION AND REPORT OF DAMAGE

R/W NO T-65
MAP NO
WO NO 4516
RODS 121

ER J. D. Pawlik ADDRESS 1/4 mi. East Rt. 5a

TENANT No Tenant. ADDRESS

TENANT ADDRESS

DESCRIPTION Lot 4 Block 6, Except Northwest 4 acres thereof, and all of Lot 5, Rio Bravo Plantation Company's Subdivision of lands in Porciones 61, 62 and 63 as recorded in Volume 730, Page 206-8.

COUNTY Hidalgo STATE Texas

ADVANCE CONSTRUCTION DAMAGE Chk. #373 24 11-26-56 $605.00 All damages except to crops at the time of construction.

TILE APPROVED CLEAN UP APPROVED FENCE TIMBER ANIMALS

SPECIAL PROVISIONS

FIGURES BELOW TO SHOW TOTAL DAMAGE TO OWNER, TENANT, AND CONTRACTOR

DETAIL OF DAMAGE - BY R. E. Chambers R/W AGENT

88' x 220' = 1.49 A

1.67 Ac. Tomatoes @ $230.00 p.a. Ac. =

	TOTAL	AMOUNT PAID OWNER	AMOUNT PAID TENANT	AMOUNT PAID TENANT	CHARGE CONTRACTO
	384 10	384 10			✓
	384 10	Ok NS			
TOTAL	384 10				
		CHECK NO 41820	CHECK NO.	CHECK NO.	
		BY Lan	BY	BY	

CALL BY Jac

DATE 4-22-57

CAUSE OF DAMAGE Construction 8" Tabasco Field Lateral

AREA COVERED IF BREAK

R/W NO T-6
MAP NO
WO NO 4516
RODS 121

TREES TIMBER ANIMALS

M P NO BREAK NO NAME OF PERSON REPAIRING BREAK

	OWNER	R/W AGENT	TENANT	R/W AGENT
ESTIMATE OF DAMAGE	$525.00	$384.10	$	$
OFFER TO SETTLE	$525.00	$384.10	$	$
FINAL SETTLEMENT	$384.10	$384.10	$	$

ARBITRATION PROPOSED

NAME OF ARBITRATORS

INTERVIEW WITH WHOM J D Pavlick

RIGHT-OF-WAY AGENT WITH CONSTRUCTION USE SPACE BELOW ONLY

This is a Work Sheet; Do Not Type

WHAT ARRANGEMENT DID YOU MAKE TO KEEP ANIMALS IN LOT AND FEED THEM? INDICATE LENGTH OF EACH CROP IN RODS

8 Rods x 50' = .57 Ac. Pasture
8rd x 50' = .06 Ac. No Crop (Plowed Field)
88rd. x 50' = 1.61 Ac. Tomatoes

Paul Savoie

R/W AGENT WITH CONSTRUCTION SIGN HERE WHEN COMPLETE AND ATTACH TALLY AND CLEAN-UP REPORT

T-65

INVESTIGATION AND REPORT OF CLEAN-UP

McAllen (CITY) Texas (STATE) 3/28/57 (DATE)

TEXAS EASTERN TRANSMISSION CORPORATION

Gentlemen:

I have inspected the work done by clean-up crews across property located in Hidalgo County, State of Texas owned by L D Pawlik which was caused by the construction of your pipeline(s) across said premises. Said clean-up is satisfactory to me.

J A Chambliss
WITNESS

Pawlik & Sons
By L D Pawlik
(OWNER) (TENANT) (OWNER REPRESENTATIVE)
CANCEL TWO

TETCO FORM 5-8 REV.

RECEIPT FOR DAMAGES

R/W No. T-65 CHECK No. 418-70

Received of TEXAS EASTERN TRANSMISSION CORPORATION the sum of Three Hundred Eighty Four 10/100 Dollars ($384.10)

in full payment and settlement for all damages of every kind and character caused to my/our interest(s) as owner by the construction, ~~operation, maintenance~~ of a pipeline and appurtenances across the following described lands, and I/we release and discharge the TEXAS EASTERN TRANSMISSION CORPORATION and their Agents and Contractors, from all liability therefor: Cane Damage

Sec. _____ Twp. _____ Rge. _____ County of Hidalgo State of Texas

Executed on 3/28/57

J A Chambliss
(WITNESS)

Pawlik & Sons
By L D Pawlik

Bill of Sale

This Bill of Sale ("Bill of Sale") dated as of August 7, 2014 from Mission Pipeline LLC (f/k/a Mission Pipeline Company), a Texas limited liability company ("Mission") to Lonestar Pipeline Company, LLC (d/b/a Rio Grande Intrastate Pipeline LLC), a Delaware limited liability company ("Lonestar") is made and delivered pursuant to the Asset Transfer Agreement dated as of the date hereof between Mission and Lonestar (the "ATA"). Capitalized terms used and not otherwise defined in this Bill of Sale have the meaning ascribed thereto in the ATA.

WHEREAS, pursuant to the ATA, Mission has agreed to transfer, assign and convey to Lonestar, and Lonestar has agreed to assume from Mission, the Mission Pipeline System.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mission and Lonestar do hereby agree as follows:

1. Subject to the terms and conditions of the ATA, Mission hereby transfers, assigns, conveys and delivers to Lonestar free and clear of any and all Liens and Liabilities (other than those arising by, under or through Lonestar), all of Mission's right, title and interest in, to and under, the Mission Pipeline System.

2. This Bill of Sale shall not be deemed to supersede or in any way modify any of the provisions of the ATA. In the event of any conflict between the provisions of this Bill of Sale and the provisions of the ATA, the provisions of the ATA shall control.

3. Mission and Lonestar acknowledge that, other than as expressly provided in the ATA, neither Mission nor Lonestar makes any representation or warranty whatsoever, express or implied, in this Bill of Sale.

4. This Bill of Sale shall be binding upon Mission and Lonestar and their respective successors and permitted assigns and shall inure solely to the benefit of Mission and Lonestar and their respective successors and permitted assigns.

5. This Bill of Sale shall in all respects be governed by and interpreted, construed, and determined in accordance with the internal laws of the state of Texas without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.

6. This Bill of Sale may be executed and delivered (including by electronic transmission) in one or more counterparts, each of which will be deemed to be an original copy of this Bill of Sale and all of which, when taken together, will be deemed to constitute one and the same agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, Mission has caused this Bill of Sale to be executed by its respective representatives thereunto duly authorized, as of the date first written above.

By: MISSION PIPELINE LLC

By: _____
Name: Jerry C. Dearing
Title: President

ACCEPTED AND AGREED TO:

LONESTAR PIPELINE COMPANY, LLC

By: _____

Name: Tom Favinger
Title: Chief Executive Officer

Execution Version

ASSET TRANSFER AGREEMENT

THIS ASSET TRANSFER AGREEMENT, dated as of August 7, 2014 (this "Agreement"), is made by and between (i) Lonestar Pipeline Company, LLC (d/b/a Rio Grande Intrastate Pipeline LLC), a Delaware limited liability company ("Lonestar"), (ii) Mission Pipeline LLC (f/k/a Mission Pipeline Company), a Texas limited liability company ("Mission") and (iii) solely for purposes of Article 6, NET Holdings Management, LLC ("NET").

WHEREAS, Frontera Generation Limited Partnership ("Frontera") and Mission previously entered into a Confidential Settlement Agreement and Release, dated May 8, 2014 (the "Settlement Agreement"), pursuant to which Mission agreed to transfer to Lonestar the Mission Pipeline System (as defined herein) and Frontera agreed to, simultaneously with such transfer, pay to Mission, or a U.S. Affiliate of Mission, a payment of [redacted] (the "Settlement Amount")(the date of such transfer and such payment, the "Closing Date" and the time of such transfer on the Closing Date, the "Closing").

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and warranties contained herein, the parties hereto agree as follows:

ARTICLE 1
ASSET TRANSFER

1.1 Pipeline Transfer. In consideration of and subject to receipt of the Settlement Amount and the releases and other matters set forth in the Settlement Agreement, (i) Mission hereby transfers, assigns and conveys to Lonestar, and Lonestar accepts and assumes, all of Mission's right, title and interest in and to the assets and properties set forth on Exhibit A attached hereto (the "Mission Pipeline System"), free and clear of all Liens (other than those arising by, through or under Lonestar) and Liabilities arising from or in connection with or otherwise pertaining to the Mission Pipeline System solely prior to the Closing (such transfer, the "Mission Pipeline Transfer") and (ii) Lonestar hereby assumes and agrees to pay, perform and discharge all Liabilities arising from or in connection with or otherwise pertaining to the Mission Pipeline System, solely to the extent such Liabilities arise following the Closing. Simultaneously upon execution of this Agreement, Mission has delivered (i) a duly executed bill of sale in the form attached hereto as Exhibit B in favor of Lonestar with respect to the Mission Pipeline System, and (ii) an affidavit of non-foreign status and no requirement for withholding under Section 1445 of the Internal Revenue Code of 1986, as amended, in the form attached as Exhibit D.

1.2 Excluded Liabilities. Notwithstanding anything to the contrary set forth in this Agreement, Lonestar does not assume and shall not otherwise be obligated to pay, perform or discharge any Liabilities of Mission or its Affiliates arising from or in connection with, or otherwise pertaining to, the Mission Pipeline System whether presently in existence or arising hereafter, known or unknown, disputed or undisputed, contingent or non-contingent, liquidated or unliquidated or otherwise, in each case to the extent arising prior to the Closing, and any Excluded Tax (all such Liabilities and Excluded Taxes, the "Excluded Liabilities"). For the avoidance of doubt, Lonestar shall not assume any Contract from Mission and its Affiliates relating to or binding on the Mission Pipeline System (the "Excluded Contracts").

1.3 Transfer Taxes. Mission and Lonestar shall equally bear all Texas transfer, sales or similar taxes arising from the Mission Pipeline Transfer.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF LONESTAR

In connection with the transactions contemplated by this Agreement, Lonestar hereby represents and warrants to Mission that, as of the date hereof:

2.1 Authority; Enforceability. Lonestar is a limited liability company duly formed and validly existing under the laws of the state of Delaware and has all requisite limited liability company power and authority to execute and deliver this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Lonestar of this Agreement have been duly authorized and this Agreement constitutes the valid and binding obligation of Lonestar, enforceable against Lonestar in accordance with its terms, subject to the application of equitable remedies and to the laws of bankruptcy and other similar laws affecting creditors' rights generally.

2.2 Non-Contravention. The execution and the delivery by Lonestar of this Agreement, the performance by Lonestar of its obligations hereunder and the consummation of the transactions contemplated hereby do not, and will not, conflict with, breach, cause a default under or otherwise violate the terms or provisions of any contract, agreement or law to which Lonestar is subject, or require the approval, consent, authorization or act of, or any filing with, any third party or Governmental Authority.

2.3 Broker Fees. Neither Lonestar nor any of its Affiliates has any Liability for, or obligation to pay, and there are no claims for, any fees or commissions of any broker, finder or similar agent in connection with the transactions contemplated by this Agreement.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF MISSION

In connection with the transactions contemplated by this Agreement, Mission hereby represents and warrants to Lonestar that, as of the date hereof:

3.1 Authority; Enforceability. Mission is a limited liability company duly formed and validly existing under the laws of the state of Texas and has all requisite power and authority to execute and deliver this Agreement, to carry its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Mission of this Agreement have been duly authorized and this Agreement constitutes the valid and binding obligation of Mission, enforceable against Mission in accordance with its terms, subject to the application of equitable remedies and to the laws of bankruptcy and other similar laws affecting creditors' rights generally.

3.2 Non-Contravention. The execution and the delivery by Mission of this Agreement, the performance by Mission of its obligations hereunder and the consummation of the transactions contemplated hereby do not, and will not, conflict with, breach, cause a default under or otherwise violate any contract, agreement or law to which Mission is subject, or require

the approval, consent, authorization or act of, or any filing with, any third party or Governmental Authority.

3.3 Assets. Mission owns all right, title and interest (legal and beneficial) in and to, and has good and marketable title to, the Mission Pipeline System, free and clear of all Liens. There are no preferential purchase rights, options or other rights of any Person, outstanding to purchase or acquire any interest in the Mission Pipeline System, in whole or in part.

3.4 Permits. Mission is the holder of all permits, licenses, bonds, franchises, approvals, certificates, registrations, accreditations and other authorizations of any Governmental Authority that are necessary and sufficient for the ownership, possession, maintenance, operation, use and/or lease of any of the Mission Pipeline System by Mission (collectively, the "Permits"). Permits required by Mission in the Mission Pipeline System including, without limitation, the Texas Railroad Commission T-4 Pipeline Permit No. 05795 (the "TRC Permit") are in full force and effect and have not expired; and (b) that there is no threatened or actual investigation, litigation, or other action related to the Permits or the TRC Permit of which Mission is aware and which would materially affect the ability of the Mission Pipeline System to operate under the Permits or the TRC Permit.

3.5 Compliance with Laws. The Mission Pipeline System is in compliance, in all material respects, with all laws, ordinances, codes, rules, requirements and regulations of any Governmental Authority applicable thereto. Neither Mission nor any of its Affiliates have received written notice alleging a violation of any such laws, ordinances, codes, rules, requirements or regulations within the three (3) year period prior to the date hereof.

3.6 Litigation. Other than the Joe Burns Estate matter with respect to an easement disclosed to and discussed with Lonestar prior to the Closing, neither Mission nor any of its Affiliates has received notice of, and there is not pending or, to their knowledge, threatened, any action, complaint, charge, inquiry, investigation, litigation or other proceeding, against, affecting or involving the Mission Pipeline System, at law or in equity, and to Mission's knowledge no facts or circumstances exist that could reasonably be expected to result in any of the foregoing. The Mission Pipeline System is not subject to, or otherwise bound by, any Order of any Governmental Authority of competent jurisdiction.

3.7 Taxes. (a) All tax returns required to be filed by Mission or any of its Affiliates with respect to the Asset Taxes have been filed; (b) all taxes due and payable by Mission or any of its Affiliates with respect to Asset Taxes have been timely paid whether or not shown as due on such tax returns; (c) no tax returns of Mission or any of its Affiliates with respect to Asset Taxes are under audit or examination by any Governmental Authority; (d) there are no agreements or waivers currently in effect that provide for an extension of time with respect to the filing of any tax return by Mission or any of its Affiliates with respect to Asset Taxes, or the assessment or collection of any tax from Mission or any of its Affiliates with respect to the Mission Pipeline System; (e) no written claim has been made by any Governmental Authority in a jurisdiction where neither Mission nor any of its Affiliates files any tax return or pays any Tax with respect to the Mission Pipeline System or the business related thereto that Mission or one of its Affiliates is or may be required to file such a Tax return or pay such a tax (as the case may be) with respect to the Mission Pipeline System or the business related thereto in that jurisdiction;

and (f) there are no Liens for Taxes (other than Taxes not yet due and payable) upon the Mission Pipeline System.

3.8 Environmental Laws. (a) The Mission Pipeline System is in compliance, in all material respects, with all Environmental Laws; (b) the ownership and operation of the Mission Pipeline System at all times on or prior to the date hereof has complied, in all material respects, with all Environmental Laws; (c) Mission and its Affiliates have not Released or arranged for the Release of any Hazardous Substances from or about the Mission Pipeline System in a condition, manner or to a location that could reasonably be expected to give rise to any material liability under or relating to any Environmental Laws; (d) Mission has no third party environmental studies or other material environmental documents in its possession with respect to the Mission Pipeline System that have not been made available to Lonestar and (e) Mission is not aware of any contamination of the Mission Pipeline System by any Hazardous Substances that could give rise to any investigative, corrective or remedial obligations, or any other liability, including for response costs, corrective action costs, personal injury damages, property damage, natural resources damages or attorney fees.

3.9 Real Property Rights. Schedule 3.9 attached hereto sets forth a complete and correct list of each easement, right of way and other interest in real property held by Mission or any of its Affiliates and used or held for use in connection with the Mission Pipeline System, together with the rights, tenements, appurtenant rights and privileges relating thereto (the rights and interests required to be set forth on Schedule 3.9 collectively, the "Property Rights"). Prior to the date hereof, a complete and correct copy of each instrument pursuant to which Mission or any of its Affiliates holds, or is otherwise entitled to, any Property Right have been made available to Lonestar. Each Property Right is in full force and effect and to Mission's knowledge is enforceable against each counterparty thereto in accordance with its terms and no such counterparty is in default with respect thereto. All portions of the Mission Pipeline System are continuously situated on the Property Rights, and there are no gaps on any portions of the Mission Pipeline System where, following the transactions contemplated hereunder, Lonestar would not have a Property Right permitting the location, operation and use of the Mission Pipeline System.

3.10 Broker Fees. Neither Mission nor any of its Affiliates has any liability for, or obligation to pay, and there are no claims for, any fees or commissions of any broker, finder or similar agent in connection with the transactions contemplated by this Agreement.

3.11 NO OTHER REPRESENTATIONS OR WARRANTIES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES HEREIN, (I) THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND (INCLUDING ANY REPRESENTATIONS OR WARRANTIES AS TO THE QUALITY OR FITNESS OF THE MISSION PIPELINE SYSTEM FOR ITS INTENDED PURPOSE OR ANY PURPOSE, EXPRESSED OR IMPLIED, WITH RESPECT TO THE MISSION PIPELINE SYSTEM AND (II) THE MISSION PIPELINE SYSTEM IS BEING TRANSFERRED UNDER THE TERMS OF THIS AGREEMENT ON AN "AS IS/WHERE IS" BASIS. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT SHALL PREVENT ANY PARTY FROM BRINGING ANY CLAIM BASED ON FRAUD.

ARTICLE 4
COVENANTS

4.1 Certain Additional Transfers. To the extent any of the assets comprising the Mission Pipeline System are owned or held by any Affiliate of Mission, exclusively and solely for the use in the Mission Pipeline System, Mission shall cause any Affiliate holder of such assets to transfer such assets to Lonestar.

4.2 Regulatory Matters. Mission shall transfer the TRC Permit to Lonestar and Lonestar shall accept such transfer. Each of Mission and Frontera shall use its reasonable best efforts to procure all regulatory consents and make any required notices pursuant to any applicable laws and regulations, including, without limitation, with respect to the transfer of the Permits and the TRC Permit.

4.3 Contracts. Mission hereby agrees that it shall terminate or cause to be terminated all Excluded Contracts without any Liability to Lonestar or its Affiliates.

4.4 Asset Taxes. Lonestar shall pay or cause to be paid to the applicable Governmental Authority all Asset Taxes relating to any Straddle Period. Lonestar shall promptly notify Mission following such payment, which notice shall contain the amount of Asset Taxes allocable to any Pre-Closing Tax Period under the definition of "Pre-Closing Tax Period" in Section 8.1. Mission shall pay or cause to be paid any amounts owed hereunder within fifteen (15) business days of receipt of such notice.

ARTICLE 5
SURVIVAL; INDEMNIFICATION

5.1 Lonestar Indemnification. Subject to Section 5.3, Mission shall, from and after the date hereof, indemnify, defend and hold harmless Lonestar and its directors, officers, employees, agents, equity holders, successors and assigns from any and all damages or Losses arising from, related to, or in connection with:

(i) any Excluded Liabilities and any and all claims and expenses arising from the failure of Mission to pay, perform or discharge, when due, any of the Excluded Liabilities; and

(ii) any Excluded Contract; and

(iii) the breach or inaccuracy of representations, warranties and covenants made by Mission in this Agreement;

provided that, (x) with respect to indemnification for any Losses by Mission for any misrepresentation or breaches of the representations and warranties set forth in Sections 3.1, 3.2 and 3.3, Mission's maximum liability for all such Losses shall not exceed [redacted] in the aggregate; (y) with respect to indemnification for any Losses by Mission for any misrepresentation or breaches of the representations and warranties set forth in Sections 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10 and 3.11, Mission's maximum liability for all such Losses shall not exceed [redacted] in the aggregate; and (z) for the sake of clarity, Mission's maximum liability for any

Losses for any misrepresentation or breaches of the representations and warranties set forth in Sections 3.1 – 3.11, inclusive, shall not exceed [redacted] in the aggregate.

5.2 Mission Indemnification. Lonestar shall, from and after the date hereof, indemnify, defend and hold harmless Mission and its directors, officers, employees, agents, equity holders, successors and assigns from any and all Liabilities, damages or Losses arising from, related to, or in connection with the Mission Pipeline System, to the extent arising after the Closing.

5.3 Survival of Representations and Warranties. The representations and warranties of Mission and Lonestar contained in this Agreement shall survive for a period of six (6) months following the date hereof. All covenants and agreements contained in this Agreement that contemplate or provide for any rights, obligations or actions of any party after the date hereof shall survive until their performance according to their terms. No claim or cause of action under this Article 5 arising out of the inaccuracy or breach of any representation or warranty, breach of covenant may be made following the termination of the applicable survival period; it being understood that in the event notice of any claim for indemnification under Section 5.1 or Section 5.2 shall have been given within the applicable survival period, the matters that are subject of such indemnification claim shall survive until such time as such claim is fully resolved.

ARTICLE 6
GUARANTEE

6.1 NET Guarantee. NET hereby irrevocably and unconditionally guarantees to Lonestar (the "NET Guarantee"), the payment, if and when due, of any indemnification obligations of Mission pursuant to Section 5.1 (collectively, the "Mission Guaranteed Obligations"), subject in all cases to the limitations on indemnification set forth in Section 5.1 and Section 5.3 of this Agreement.

6.2 Terms of NET Guarantee. The liability of NET pursuant to Section 6.1 shall, to the fullest extent permitted under applicable law, be absolute and unconditional irrespective of: any change in the corporate existence, structure or ownership of, or any insolvency, bankruptcy, reorganization, liquidation or other similar proceeding affecting, Mission or any other Person now or hereafter liable with respect to any of the Mission Guaranteed Obligations; the addition or substitution of any Person now or hereafter liable with respect to any of the Mission Guaranteed Obligations, in accordance with any agreement evidencing, securing or otherwise executed in connection with the Mission Guaranteed Obligations; the adequacy of any means Lonestar may have of obtaining payment related to the Mission Guaranteed Obligations; or any other act or omission that may or might in any manner or to any extent otherwise operate as a discharge of NET with respect to the NET Guarantee as a matter of law or equity (other than payment or performance of the Mission Guaranteed Obligations).

(a) The NET Guarantee is one of payment, not collection, and a separate action or actions may be brought and prosecuted against NET to enforce the NET Guarantee, irrespective of whether any action is brought against Mission or whether Mission is joined in any such action or actions. To the fullest extent permitted by applicable law, Mission hereby waives any and all rights or defenses arising by reason of any law which would otherwise require any

election of remedies by Lonestar, defenses which may be available by virtue of any stay or moratorium law or other similar law now or hereafter in effect, any right to require the marshalling of assets of Mission, and all suretyship defenses generally (other than breaches of this Agreement or any other agreement delivered in connection herewith or therewith, claims for fraud or as otherwise set forth in this Agreement). NET also hereby irrevocably waives acceptance hereof, presentment, demand, protest, notice of non-performance, notice of creation, renewal, extension or accrual, default, dishonor, and any notice not provided for herein or not required to be provided to Mission under or in connection with this Agreement. The Mission Guaranteed Obligations shall conclusively be deemed to have been created, contracted or incurred in reliance upon the NET Guarantee, and all dealings between NET or Mission, on the one hand, and Lonestar, on the other, shall likewise be conclusively presumed to have been had or consummated in reliance upon the NET Guarantee.

Lonestar shall not be obligated to file any claim relating to any Mission Guaranteed Obligation in the event that Mission becomes subject to a bankruptcy, reorganization or similar proceeding, and the failure of Lonestar to so file shall not affect NET's obligations under Section 6.1. In the event that any payment to Lonestar in satisfaction of any Mission Guaranteed Obligation is rescinded or must otherwise be returned for any reason whatsoever, NET shall remain liable hereunder with respect to the applicable Mission Guaranteed Obligation as if such payment had not been made.

(b) Notwithstanding any other provision of this Agreement to the contrary, Lonestar hereby acknowledges and agrees that (i) NET is entitled to and may assert, as a defense to, or release or discharge of, any payment or performance by NET under Section 6.1, any claim, set-off, deduction, defense or release that Mission could assert against Lonestar under the terms of, or with respect to, this Agreement, as it relates to the Mission Guaranteed Obligations and (ii) any failure by Lonestar to comply with the terms of this Agreement that would relieve Mission of any Mission Guaranteed Obligation shall likewise automatically and without any further action on the part of any Person relieve NET of such Mission Guaranteed Obligation.

(c) NET acknowledges that it will receive substantial direct and indirect benefits from the transactions contemplated by this Agreement and that the waivers set forth in this Section 6.2 are knowingly made in contemplation of such benefits.

(d) The NET Guarantee is a continuing one and shall remain in full force and effect until the indefeasible payment and/or satisfaction in full of the Mission Guaranteed Obligations, shall be binding upon NET, its successors and assigns, and shall inure to the benefit of, and be enforceable by, Lonestar and its respective successors and permitted assigns.

6.3 Authority; Enforceability. NET hereby represents and warrants to Lonestar and Mission that, as of the date hereof, NET is a limited liability company duly formed and validly existing under the laws of the state of Delaware and has all requisite power and authority to execute and deliver this Agreement, to carry its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by NET of its obligations under this Agreement have been duly authorized and this Agreement constitutes the valid and binding obligation of NET, enforceable against NET in accordance with its terms,

subject to the application of equitable remedies and to the laws of bankruptcy and other similar laws affecting creditors' rights generally.

6.4 Non-Contravention. NET hereby represents and warrants to Lonestar and Mission that, as of the date hereof, the execution and the delivery by NET of this Agreement, the performance by NET of its obligations hereunder and the consummation of the transactions contemplated hereby do not, and will not, conflict with, breach, cause a default under or otherwise violate any contract, agreement or law to which NET is subject, or require the approval, consent, authorization or act of, or any filing with, any third party or Governmental Authority.

ARTICLE 7
TRANSITION SERVICES

7.1 Transition Services. Unless earlier terminated in accordance with this Article 7, Mission shall, subject to the terms and conditions of this Article 7, provide, or cause to be provided, to Lonestar (i) all operational and maintenance services provided by Mission, either directly or indirectly through Affiliates or unaffiliated third parties, in connection with the Mission Pipeline System prior to the date hereof and (ii) any other operational, maintenance, and administrative services reasonably requested by Lonestar in writing that are directly related to the Mission Pipeline System (each such services described in clause (i) or clause (ii), a "Transition Service", and collectively, the "Transition Services").

7.2 Payment. Lonestar shall pay to Mission (i) $20,000 per month; and (ii) reasonable, documented, out-of-pocket, third party expenses pre-approved in writing by Lonestar, by wire transfer of immediately available funds to the account designated by Mission on Exhibit C attached hereto, on the last day of each month, for the Transition Services, subject to the terms set forth in Section 7.4. Such payment shall be the exclusive consideration for the Transition Services.

7.3 Standard of Performance. The Transition Services shall be performed by Mission with at least the same degree of care, skill and diligence with which such services were historically provided by Mission (either directly or indirectly through Affiliates or unaffiliated third parties) in connection with the Mission Pipeline System, including with respect to the quality and timeliness of such services.

7.4 Term. Mission shall provide the Transition Services pursuant to this Agreement from the date hereof until the earlier of (i) three (3) months following the date hereof and (ii) such time as all of the Transition Services have been terminated pursuant to the following sentence. Lonestar may terminate the provision of the Transition Services upon two (2) Business Days prior written notice to Mission. Lonestar shall only be responsible for payment to Mission on a pro-rated, daily basis, based upon the termination date.

ARTICLE 8
DEFINITIONS

8.1 Definitions. When used in this Agreement, the following terms shall have their respective meanings assigned to them in this Section 8.1 or the Sections or other subdivisions referred to below:

"Affiliate" means with respect to any Person, a Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Person. Any Person shall be deemed to be an Affiliate of any specified Person or entity if such Person or entity owns fifty percent (50%) or more of the voting securities of the specified Person, if the specified Person owns fifty percent (50%) or more of the voting securities of such Person, or if fifty percent (50%) or more of the voting securities of the specified Person and such Person are under common Control.

"Agreement" is defined in the preamble hereto.

"Asset Taxes" means ad valorem, property, excise, severance, production or similar taxes (including any interest, fine, penalty or additions to Tax imposed by Governmental Authorities in connection with such taxes) based upon operation or ownership of the Mission Pipeline System, but excluding, for the avoidance of doubt, income, capital gains and franchise taxes.

"Business Day" means any day other than a Saturday, Sunday or legal holiday on which banking institutions in the State of Texas are not required to open.

"Closing" is defined in the preamble hereto.

"Closing Date" is defined in the preamble hereto.

"Contract" means any contract, agreement, lease, license, written understanding, instrument or other binding written document.

"Control" means possession, directly or indirectly (through one or more intermediaries), of the power to direct or cause the direction of management or policies (whether through ownership of interest, by contract or otherwise of a Person.

"Environmental Laws" means all laws and Permits relating to pollution or protection of the environment, natural resources or human health and safety, including laws relating to Releases or threatened Releases of Hazardous Materials (including Releases to ambient air, surface water, groundwater, land, surface and subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, Release, transport, disposal or handling of Hazardous Materials. "Environmental Laws" include the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. Sections 1251 et seq.), the Clean Air Act (42 U.S.C. Sections 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. Sections 2601 et seq.), the Oil Pollution Act (33 U.S.C. Sections 2701 et seq.), the Emergency Planning and Community Right-to-Know Act

(42 U.S.C. Sections 11001 et seq.), the Occupational Safety and Health Act (29 U.S.C. Sections 651 et seq.), and state laws analogous to any of the above.

"Excluded Contracts" is defined in Section 1.2.

"Excluded Liabilities" is defined in Section 1.2.

"Excluded Taxes" means any and all Taxes imposed on, or required to be collected or paid by, Mission or any of its Affiliates, except for any liability for (i) Asset Taxes of the Mission Pipeline System allocated to any Tax period other than the Pre-Closing Tax Period under the definition of "Pre-Closing Tax Period" in this Section 8.1 and (ii) Transfer Taxes allocated to Lonestar under Section 1.3.

"Frontera" is defined in the preamble hereto.

"Governmental Authority" means any federal, state, local, municipal, tribal or other government; any governmental, regulatory or administrative agency, commission, body or other authority or entitled to any administrative, executive, judicial, legislative, regulatory or taxing authority or power; and any court or governmental tribunal, including any tribal authority having or asserting jurisdiction.

"Hazardous Substances" means (a) any petrochemical or petroleum products, oil or coal ash, radioactive materials, radon gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation and transformers or other equipment that contain dielectric fluid which may contain levels of polychlorinated biphenyls; (b) any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "solid wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law; and (c) any other chemical, material or substance which is prohibited, limited or regulated by any applicable Environmental Law.

"Liability" means any cost, expense, debt, liability, tax (including ad valorem tax), impost, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude or transfer restriction.

"Lien" means any mortgage, deed of trust, lien, charge, security interest, pledge, right-of-way, easement, preferential right to purchase, third party consent to transfer, or other similar encumbrance burdening the applicable asset.

"Lonestar" is defined in the preamble hereto.

"Losses" means any and all losses, liabilities, damages (including consequential, special, punitive, exemplary and incidental damages), penalties, fines, amounts paid in settlement, taxes, transfer taxes, liens, costs and expenses (including interest, penalties, reasonable attorneys' and accountants' fees and disbursements and all amounts paid in investigation, defense or settlement of any of the foregoing) or diminution of value, of any nature whatsoever.

"Mission" is defined in the preamble hereto.

"Mission Guaranteed Obligations" is defined in Section 6.1.

"Mission Pipeline System" is defined in Section 1.1.

"Mission Pipeline Transfer" is defined in Section 1.1.

"NET" is defined in the preamble hereto.

"NET Guarantee" is defined in Section 6.1.

"Order" means any order, judgment, injunction, ruling or decree.

"Permits" is defined in Section 3.4.

"Person" means any individual or any corporation, company, partnership, limited partnership, limited liability company, trust, estate, Governmental Authority or other entity.

"Pre-Closing Tax Period" means any and all taxable periods ending on or before the Closing Date and the portion through the end of the Closing Date for any taxable period that includes (but does not end on) the Closing Date. In the case of any taxable period that includes (but does not end on) the Closing Date (a "*Straddle Period*"), the amount of any ad valorem, property, or other similar Taxes for a Straddle Period that relates to the Pre-Closing Tax Period shall be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction the numerator of which is the number of days in the taxable period ending on the Closing Date and the denominator of which is the number of days in such Straddle Period and the amount of other Taxes for the Pre-Closing Tax Period shall be determined based on an interim closing of the books as of the close of business on the Closing Date.

"Property Rights" is defined in Section 3.9.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the indoor or outdoor environment, including surface water, groundwater, land surface or subsurface strata or ambient air (including the abandonment or discarding of barrels, containers and other closed receptacles containing any hazardous substance or pollutant or contaminant).

"Settlement Agreement" is defined in the preamble hereto.

"Settlement Amount" is defined in the preamble hereto.

"Taxes" means any federal, state, local, or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, escheat, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not and

including any obligations to indemnify or otherwise assume or succeed to the Tax liability of any other Person.

"Transition Services" has the meaning set forth in Section 7.1.

"TRC Permit" is defined in Section 3.4.

ARTICLE 9
MISCELLANEOUS

9.1 Amendments and Waivers. This Agreement may be amended or waived only in a writing signed by the party against whom enforcement of such amendment or waiver is sought. No course of dealing between any of the parties hereto, or any delay on the part of any party hereto in exercising any rights hereunder, will operate as a waiver of any rights of any such party.

9.2 Successors and Assigns. Except as otherwise expressly provided herein, all covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto will bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not. In addition, and whether or not any express assignment has been made, the provisions of this Agreement which are for any party's benefit as the acquirer of securities hereunder are also for the benefit of and enforceable by any subsequent holder of such securities.

9.3 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law or rule in any jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegality or unenforceability in such jurisdiction, without invalidating the remainder of this Agreement in such jurisdiction or any provision hereof in any other jurisdiction.

9.4 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. No party hereto shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

9.5 Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

9.6 Governing Law; WAIVER OF JURY TRIAL. This Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas. Unless Lonestar otherwise consents in

writing to the selection of an alternate forum, any dispute relating hereto shall be heard solely and exclusively in the chancery or federal courts of the State of Texas, and the parties agree to jurisdiction and venue therein. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY LITIGATION, ACTION, PROCEEDING, CROSS-CLAIM, OR COUNTERCLAIM IN ANY COURT (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH (i) THIS AGREEMENT OR THE VALIDITY, PERFORMANCE, INTERPRETATION, COLLECTION OR ENFORCEMENT HEREOF OR (ii) THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, AUTHORIZATION, EXECUTION, DELIVERY, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

9.7 Entire Agreement. This Agreement embodies the complete agreement among the parties and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

9.8 Further Assurances. The parties shall execute and deliver all documents, provide all information and take, or refrain from taking, such actions as may be reasonably necessary or appropriate to achieve the purposes of this Agreement.

9.9 Construction. This Agreement has been freely and fairly negotiated among the parties hereto. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any such party because of the authorship of any provision of this Agreement. Any reference to any law will be deemed to refer to such law as amended and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "include," "includes," and "including" will be deemed to be followed by "without limitation." Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited.

9.10 Specific Performance. The parties acknowledge that an award of damages for failure to comply with this Agreement would not be an adequate remedy for the party attempting to enforce this Agreement, and accordingly the parties expressly authorize and are permitted to bring an action for permanent or temporary injunction, to compel the specific performance or any other equitable remedy against the other party or parties regarding its obligations to comply with such provisions without the necessity of posting bond or other security in connection therewith.

9.11 No Recourse. This Agreement may only be enforced against, and any action based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against, the entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. The parties hereto covenant, agree and acknowledge that no Persons other than the parties shall have any obligation hereunder and that each party has no rights of

recovery hereunder against, and no recourse hereunder or any documents to be delivered hereunder against any Person whatsoever, other than the parties hereto.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Asset Transfer Agreement as of the date first written above.

Lonestar:

LONESTAR PIPELINE COMPANY, LLC

By: _____
Name: Tom Favinger
Title: Chief Executive Officer

Mission:

MISSION PIPELINE LLC

By: _____
Name: Jerry C. Dearing
Title: President

Signature Page to Asset Transfer Agreement

SOLELY FOR PURPOSES OF ARTICLE VI:

NET:

NET HOLDINGS MANAGEMENT, LLC

By: _____
Name: Jerry C. Dearing
Title: Co-President

Signature Page to Asset Transfer Agreement

Exhibit A

Mission Pipeline System

For purposes of this Agreement, the "Mission Pipeline System" shall consist of:

1. The current physical and tangible state of the pipeline system "as is where is" and as generally depicted in the map at Exhibit A-1 attached hereto, which consists of approximately 21 miles of pipeline and all associated block valves, measuring stations and other equipment attached to the Mission Pipeline System, to the extent owned by Mission and its Affiliates;

2. Each easement, right of way and other interest in real property held by Mission for use in the Mission Pipeline System, together with the rights, tenements, appurtenant rights and privileges relating thereto;

3. To the extent assignable under applicable law, all Permits, licenses, bonds, franchises, approvals, certificates, registrations, accreditations and other authorizations of any Governmental Authority that Mission currently possesses that are necessary for the ownership, possession, maintenance, operation, use and/or lease of the Mission Pipeline System;

4. All of Mission's current inventory, including raw materials, work-in-process and finished goods inventories, and supplies used or held for use in connection with the Mission Pipeline System;

5. All other items of tangible personal property or equipment owned by Mission in connection with the Mission Pipeline System;

6. To the extent assignable, all rights, claims and causes of action (including warranty and similar claims) to the extent, and only to the extent, that such rights, claims or causes of action arise from or in connection with the Mission Pipeline System;

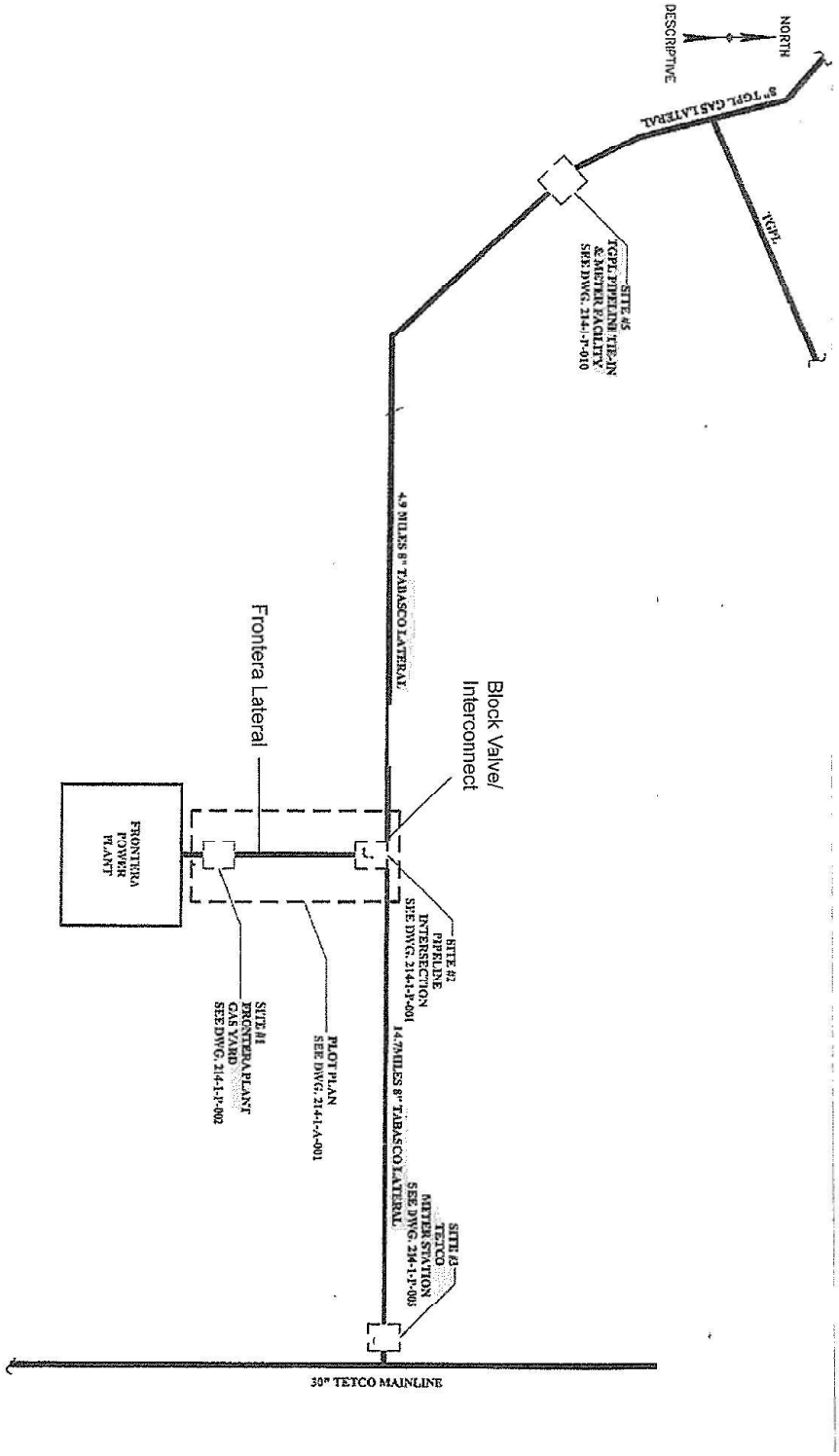
7. All credits, prepaid expenses and other items, deferred charges, advance payments, security and other deposits (including in respect of insurance or bonding obligations) and claims for refunds or reimbursements, in each case, relating to the Mission Pipeline System, to the extent not associated with an Excluded Liability;

8. All insurance proceeds and rights to insurance proceeds under insurance policies of Mission with respect to the Mission Pipeline System to the extent not associated with an Excluded Liability; and

9. All books, records, ledgers, files, documents, correspondence, lists (including supplier lists and records), files, plats, specifications, surveys, drawings, reports, testing results, certification materials, service and warranty records, equipment logs, policies and procedures, and other materials and information (in whatever medium) relating to the Mission Pipeline System, to the extent owned and maintained by Mission and its Affiliates.

EXHIBIT A-1

Map of Mission Pipeline system



ASSIGNMENT OF EASEMENT, PERMIT, AND OTHER REAL PROPERTY RIGHTS

For and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, including the mutual promises, covenants, and obligations contained in the "Facilitics Sale Agreement" between Texas Eastern Transmission Corporation ("Seller"), a Delaware corporation, and Mission Pipeline Company., a Texas corporation ("Buyer"), dated the 23 rd day of July, 1999, (the "Facilities Sale Agreement"), the receipt and sufficiency of which are hereby acknowledged, Seller hereby assigns, transfers, and conveys to Buyer the following:

> to the fullest extent it is allowed to make assignments, all of Seller's right, title, and interest in and to all agreements and contractual rights, easements, rights-of-way, servitudes, permits, and other estates situated in Hidalgo County, Texas, more particularly described in Exhibits A and B attached hereto and made a part hereof, relating to Buyer's use, operation, and maintenance of the Pipeline situated thereon and conveyed from Seller to Buyer pursuant to the Bill of Sale of even date herewith (collectively "Real Property Rights");

together with all of the rights to enforce covenants and warranties which Seller is entitled to enforce against Seller's predecessors in interest.

Buyer hereby assumes and agrees to perform all obligations under the Real Property Rights, as provided in the Facilities Sales Agreement.

This Assignment is pursuant to and limited by the provisions of the Facilities Sale Agreement, which is hereby incorporated by reference herein as though set out in full. This Assignment shall be interpreted in connection with such Facilities Sale Agreement, whereby Seller has agreed to transfer certain facilities to Buyer.

IN WITNESS WHEREOF, Seller and Buyer each hereto sets its hand and by its authorized officials effective as of the 4th day of November, 1999.

TEXAS EASTERN TRANSMISSION CORPORATION

By: Robert B. Evans
Its: PRESIDENT

MISSION PIPELINE COMPANY

By: Gary C. Dig
Its: President

STATE OF Texas §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT B. EVANS, PRESIDENT of TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 1ST day of November, 1999.

[SEAL]
ADAIR HICKMAN
Notary Public, State of Texas
My Commission Expires
09-04-2000

Adair Hickman
NOTARY PUBLIC
In and For the State of Texas

My Commission Expires:

STATE OF Texas §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Jerry Dearing, President of MISSION PIPELINE COMPANY., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 2nd day of November, 19 99.

[SEAL]

Carol J Hochman
NOTARY PUBLIC
In and For the State of Texas

My Commission Expires: 8/14/2000

P:\Legal\Operations\jfw\TXEASTRN\Closing Docs\ASSIGNMENT Closing Documents.doc

RIGHT-OF-WAY - HIDALGO COUNTY, TEXAS
PIPELINE 16-A, 16-A-1

LINE	R/W #	GRANTOR	GRANTEE	DATE OF INSTRUMENT	BOOK	PAGE	ASSIGNABLE	CONSENT REQUIRED
16-A	T-1	N. G. Cavazos, et al.	TETCO	10/08/1956	874	18	Y	N
16-A	T-1	N. G. Cavazos, et al.	TETCO	03/15/1957	886	114	Y	N
16-A	T-1A	Gertrudis C. Reyna, Guardian of the persons & estate of Dalila V. Reyna & Minerva E. Reyna, Minors	TETCO	07/29/1958	898	376	Y	N
16-A	T-1A	Gertrudis C. Reyna	TETCO	03/16/1957	898	377	Y	N
16-A	T-1B	Romulo Martinez, et ux.	TETCO	03/15/1957	885	383	Y	N
16-A	T-1B	Peter Paul Petroleum Co.	TETCO	11/04/1998	Recording #730622		Y	N
16-A	T-2	Pablo Zamora, Jr., et ux.	TETCO	10/27/1956	874	219	Y	N
16-A	T-3	Arturo Garza, Individually	TETCO	12/10/1956	880	10	Y	N
16-A	T-3	Arturo Garza, as Guardian of the persons & estates of Alma Garza, et al.	TETCO	12/27/1956	Unrecorded		Y	N
16-A	T-4	Maria Luisa Z. Vda de Zamora, individually & as Community Administratrix of Estate of Pablo Z. Zamora (deceased)	TETCO	11/14/1956	877	509	Y	N
16-A	T-5	C. V. Lysinger, et ux.	TETCO	09/09/1956	874	186	Y	N
16-A	T-6	J. P. Waite, et ux.	TETCO	11/30/1956	879	20	Y	N
16-A	T-7	T. B. Waite, Jr., et ux.	TETCO	11/30/1956	879	21	Y	N
16-A	T-8	John F. Hoene, et al.	TETCO	06/25/1957	Vol. 4, Civil Minutes	284	Y	N
16-A	T-9	Felix Garza	TETCO	10/13/1956	874	188	Y	N
16-A	T-10	E. B. Reyna, et ux.	TETCO	10/16/1956	874	189	Y	N
16-A	T-11	Jules P. Lebon, et ux.	TETCO	10/17/1956	874	190	Y	N
16-A	T-12	Seferino Mercado, Guardian for Gloria Mercado, et al.	TETCO	06/05/1957	894	243	Y	N
16-A	T-12	Seferino Mercado	TETCO	10/13/1956	894	244	Y	N
16-A	T-13	David DeLuna, et al.	TETCO	10/22/1956	876	451	Y	N
16-A	T-14	Fordyce Gravel Co.	TETCO	02/26/1957	889	60	Y	N
16-A	T-14A	Ralph C. Warren, et ux.	TETCO	03/19/1957	886	115	Y	N
16-A	T-15	R. M. White, et ux.	TETCO	04/14/1957	880	500	Y	N

EXHIBIT A

RIGHT-OF-WAY - HIDALGO COUNTY, TEXAS
PIPELINE 16-A, 16-A-1

LINE	R/W #	GRANTOR	GRANTEE	DATE OF INSTRUMENT	BOOK	PAGE	ASSIGNABLE	CONSENT REQUIRED
16-A	T-15	Corpus Christi Industrial Pipeline Co.	TETCO	12/08/1988	Unrecorded		Y	N
16-A	T-16	Houston Strong	TETCO	10/12/1956	874	487	Y	N
16-A	T-17	Ella G. Wood, et vir.	TETCO	10/10/1956	874	192	Y	N
16-A	T-17	TETCO	Roble Garza, et ux	05/07/1996	Book # not given	539081 (doc. #)	Y	N
16-A	T-17	TETCO	Sergio Zamora Fuentes	03/10/1996	"	530818 (doc. #)	Y	N
16-A	T-18	Central Power & Light	TETCO	10/22/1956	874	492	Y	N
16-A	T-18	Central Power & Light	TETCO	05/27/1983	1850	742	Y	N
16-A	T-19	C. W. Simpson, et al.	TETCO	12/28/1956	881	423	Y	N
16-A	T-20	Etta S. Tabor	TETCO	11/06/1956	875	216	Y	N
16-A	T-21	Florence J. Gardner, et vir.	TETCO	10/22/1956	874	193	Y	N
16-A	T-22	Marshall N. Terry et ux.	TETCO	10/23/1956	874	494	Y	N
16-A	T-24	Charles F. C. Logsdon	TETCO	12/31/1956	882	402	Y	N
16-A	T-25	Hugh McDaniel	TETCO	11/01/1956	874	496	Y	N
16-A	T-26	J. C. Ellison, et ux.	TETCO	10/15/1956	874	194	Y	N
16-A	T-27	Horace Etchison, Trustee	TETCO	12/05/1956	879	23	Y	N
16-A	T-30	Viola Hedrick	TETCO	10/25/1956	876	607	Y	N
16-A	T-31	Marion H. Dale, et vir.	TETCO	11/05/1956	875	217	Y	N
16-A	T-32	L. N. Neff	TETCO	10/20/1956	876	214	Y	N
16-A	T-33	S. H. Dietz, et ux.	TETCO	12/26/1956	879	299	Y	N
16-A	T-34	Ethel R. Larson Welch, et vir	TETCO	01/28/1957	882	405	Y	N
16-A	T-35	S. H. Dietz, et ux.	TETCO	12/26/1956	879	382	Y	N
16-A	T-37	Godrey Lassig, et ux.	TETCO	02/05/1957	882	407	Y	N
16-A	T-38	Percy L. Cornelius	TETCO	11/24/1956	876	208	Y	N
16-A	T-39	Godrey Lassig, et ux.	TETCO	02/05/1957	882	407	Y	N
16-A	T-40	George S. Dobbins	TETCO	11/27/1956	879	24	Y	N
16-A	T-41	Thomas S. Dobbins	TETCO	11/27/1956	879	25	Y	N
16-A	T-42	D. D. Berry	TETCO	12/20/1956	881	269	Y	N
16-A	T-43	L. Steiner, et ux.	TETCO	10/08/1956	873	19	Y	N
16-A	T-44	M. E. Canady	TETCO	12/10/1956	881	425	Y	N

RIGHT-OF-WAY - HIDALGO COUNTY, TEXAS
PIPELINE 16-A, 16-A-1

LINE	R/W #	GRANTOR	GRANTEE	DATE OF INSTRUMENT	BOOK	PAGE	ASSIGNABLE	CONSENT REQUIRED
16-A	T-45	Hidalgo Co. Water Control & Improvement District #19	TETCO	12/11/1956	881	261	Y	N
16-A	T-46	M. E. Canady	TETCO	12/10/1956	881	425		
16-A	T-47	Hidalgo Co. Water Control & Improvement District #19	TETCO	12/11/1956	881	261	Y	N
16-A	T-48	Mary O'Brien Shary, Individually & as Independent Executrix of the Estate of John H. Shary, deceased	TETCO	12/06/1956	880	502	Y	N
16-A	T-49	Blaine Holcombe, et ux.	TETCO	12/06/1956	880	506	Y	N
16-A	T-50	Hidalgo Co. Water Control & Improvement District #19	TETCO	12/11/1956	881	261	Y	N
16-A	T-51	Blaine Holcombe, et ux.	TETCO	12/06/1956	880	506	Y	N
16-A	T-52	Mary O'Brien Shary, Individually & as Independent Executrix of the Estate of John H. Shary, deceased	TETCO	12/06/1956	880	502		
16-A	T-53	Hidalgo Co. Water Control & Improvement District #19	TETCO	12/11/1956	881	261	Y	N
16-A	T-55	Hidalgo Co. Water Control & Improvement District #19	TETCO	12/11/1956	881	261	Y	N
16-A	T-56	Shary Farms, Inc.	TETCO	12/06/1956	880	509	Y	N
16-A	T-57	Marius Madsen, et ux.	TETCO	10/16/1956	874	497	Y	N
16-A	T-58	Mary O'Brien Shary, Individually & as Independent Executrix of the Estate of John H. Shary, deceased	TETCO	12/06/1956	880	502	Y	N
16-A	T-59	John H. Shary, Inc.	TETCO	12/06/1956	880	512	Y	N
16-A	T-60	Mary O'Brien Shary, Individually & as Independent Executrix of the Estate of John H. Shary, deceased	TETCO	12/06/1956	880	502	Y	N
16-A	T-61	Hidalgo Co. Water Control & Improvement District #19	TETCO	12/11/1956	881	261	Y	N
16-A	T-62	Mary O'Brien Shary, Individually & as Independent Executrix of the Estate of John H. Shary, deceased	TETCO	12/06/1956	880	502	Y	N

RIGHT-OF-WAY - HIDALGO COUNTY, TEXAS
PIPELINE 16-A, 16-A-1

LINE	R/W #	GRANTOR	GRANTEE	DATE OF INSTRUMENT	BOOK	PAGE	ASSIGNABLE	CONSENT REQUIRED
16-A	T-63	L. M. Berry	TETCO	11/23/1956	876	209	Y	N
16-A	T-64	Hugh Harrington, et ux.	TETCO	11/19/1956	878	41	Y	N
16-A	T-65	J. D. Pawlik	TETCO	11/26/1956	876	453	Y	N
16-A	T-66	Henry Kawahata & Horace Etchison	TETCO	12/03/1956	878	43	Y	N
16-A	T-67	Estate of J. L. Bell	TETCO	10/30/1956	879	27	Y	N
16-A	T-68	Hidalgo Co. Water Control & Improvement District #3	TETCO	10/31/1956	876	609	Y	N
16-A	T-69	Hidalgo Co. Drainage Dist. #1	TETCO	10/16/1956	874	196	Y	N
16-A	T-70	F. A. Theser, et al.	TETCO	01/11/1957	882	179	Y	N
16-A	T-71	John G. Noser, et ux.	TETCO	10/09/1956	873	344	Y	N
16-A	T-72	Frank A. Jones, et ux.	TETCO	10/31/1956	877	513	Y	N
16-A	T-73	John G. Noser, et ux.	TETCO	10/09/1956	873	344	Y	N
16-A	T-74	Hidalgo Co. Water Control & Improvement Dist. #2	TETCO	11/12/1956	877	18	Y	N
16-A	T-75	Fernando Aboitiz, et ux.	TETCO	10/25/1956	874	220	Y	N
16-A	T-76	Melba B. Rodriguez, et vir.	TETCO	10/09/1956	874	21	Y	N
16-A	T-77	L. E. Crawford, et al.	TETCO	10/10/1956	874	197	Y	N
16-A	T-78	P. D. Moore	TETCO	12/08/1956	879	78	Y	N
16-A	T-80	S. Joe McKinsey	TETCO	10/29/1956	875	607	Y	N
16-A	T-81	W. M. Busch, et ux.	TETCO	10/08/1956	873	346	Y	N
16-A	T-83	Esther Adelaide Yaeger, et al	TETCO	11/30/1956	878	209	Y	N
16-A	T-84	Swend J. Sorenson, et ux.	TETCO	10/12/1956	874	230	Y	N
16-A	T-86	Swend J. Sorenson, et ux.	TETCO	10/12/1956	874	230	Y	N
16-A	T-87	T. C. Overstreet, et ux.	TETCO	10/16/1956	874	231	Y	N
16-A	T-88 & T-90	E. B. Dasley, et ux.	TETCO	12/15/1956	879	300	Y	N
16-A	T-88 & T-90	E. B. Dasley, et ux.	TETCO	03/15/1957	886	117	Y	N
16-A-1	MF-1	Gertrudis B. Molina	TETCO	02/19/1958	909	560	Y	N
16-A-1	MF-2	Estate of J. L. Bell	TETCO	10/30/1956	879	27	Y	N

RIGHT-0F-WAY PERMITS
HIDALGO COUNTY, TEXAS

						Document Type			
						E - Easement	LP - Letter Permit		
						P - Permit	LA - Letter Agreement		
						C - Contract	L - Licence		
						A - Agreement	SA - Subordination Agmt		
						RECORDATION			
LINE	R/W	GRANTOR	GRANTEE	DOC. TYPE	DOC. DATE	CONV. BK	ENTRY	ASSIGNABLE	CONSENT REQUIRED
16-A	T-8R	Missouri Pacific Railroad Company	TETCO	L	01/22/1957	Unrecorded		N	Y
16-A	T-23S & T-28S	Hidalgo Co. Water Control & Improvement Dist. #6	TETCO	E	01/16/1957	Unrecorded		Y	N
16-A	T-34S	International Boundary & Water Commission	TETCO	P	02/05/1957	Unrecorded		Y	N
16-A	T-33	TETCO	Hidalgo Co.	SA	11/05/1974	1472	757	Y	N
16-A	T-34	TETCO	Hidalgo Co.	SA	11/05/1974	1472	757	Y	N
16-A	T-35S	Hidalgo Co. Water Control & Improvement Dist. #7	TETCO	E	01/14/1957	882	415	Y	Y
16-A	T-35S	Hidalgo Co. Water Control & Improvement Dist. #14	TETCO	E	01/08/1957	882	411	Y	N
16-A	T-35S	Hidalgo Co.	TETCO	SA	08/15/1957	Unrecorded copy in file	Silent	Y	N
16-A	T-35S	TETCO	Cameron Co.	SA	06/11/1957	898	310	Y	N
16-A	T-35S	TETCO	Cameron Co.	SA	06/30/1958	922	359	Y	N
16-A	T-39R	Missouri Pacific Railroad Company	TETCO	L	01/15/1958	Unrecorded		Y	Y
16-A	T-60	TETCO	Halff Assc. Inc.	LA	12/04/1997	Unrecorded		Y	N
16-A	T-63R	Missouri Pacific Railroad Company	TETCO	L	08/14/1957	Unrecorded		N	Y
16-A	T-65S	International Boundary & Water Commission	TETCO	L	04/09/1957	Unrecorded		Y	N
16-A	T-66S	International Boundary & Water Commission	TETCO	L	04/09/1957	Unrecorded		Y	N
16-A	T-66R	Missouri Pacific Railroad Company	TETCO	L	03/08/1957	Unrecorded		N	Y
16-A	T-73S	Hidalgo Co. Water Control & Improvement Dist. #2	TETCO	P	11/12/1956	Unrecorded		Y	N

EXHIBIT B

RIGHT-0F-WAY PERMITS
HIDALGO COUNTY, TEXAS

16-A	T-78S	Hidalgo Co. Water Control & Improvement Dist. #2	TETCO	P	11/12/1956	Unrecorded		Y	N
16-A	T-81S	Hidalgo Co. Water Control & Improvement Dist. #2	TETCO	P	11/12/1956	Unrecorded		Y	N
16-A	T-83S	Hidalgo Co. Water Control & Improvement Dist. #2	TETCO	P	11/12/1956	Unrecorded		Y	N
16-A	T-89S	Hidalgo Co. Water Control & Improvement Dist. #2	TETCO	P	12/27/1956	Unrecorded		Y	N
16-A	F.R. 494	Texas Highway Dept.	TETCO	P	12/06/1956	Unrecorded		Y	N
16-A	F.R. 1427	Texas Highway Dept.	TETCO	P	10/25/1956	Unrecorded		Y	N
16-A	F.R. 1926	Texas Highway Dept.	TETCO	P	10/25/1956	Unrecorded		Y	N
16-A	F.R. 1016	Texas Highway Dept.	TETCO	P	10/11/1956	Unrecorded		Y	N
16-A	S.H. 336	Texas Highway Dept.	TETCO	P	10/25/1956	Unrecorded		Y	N
16-A	F.R. 2062	Texas Highway Dept.	TETCO	P	10/25/1956	Unrecorded		Y	N
16-A	Jackson Rd	Texas Highway Dept.	TETCO	P	12/06/1956	Unrecorded		Y	N
16-A	County Rds	Hidalgo County	TETCO	E	01/08/1957	Unrecorded copy in file		Y	N
16-A		Hidalgo Co. Water Control & Improvement Dist. #18	TETCO	E	12/13/1956	880	50	Y	N

Filed for Record in:
Hidalgo County
by Juan D. Salinas III
County Clerk
On: Nov 16, 1999 at 08:57A
As a
Recording
Document Number: 823204
Total Fees : 25.00
Receipt Number - 249359
By,
Norma Garza

823206

QUITCLAIM DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HARRIS §

That Texas Eastern Transmission Corporation, a Delaware Corporation, 4500 Westheimer Court, Houston, Texas, 77056 - 5310 for and in consideration of the sum of ten ($10.00) dollars and other valuable consideration paid by Mission Pipeline Corporation, a Texas Corporation, 3700 Buffalo Speedway, Suite 1100, Houston, Texas 77098-2705, the receipt of which is hereby acknowledged, have quitclaimed, and by these presents do quitclaim, unto said Mission Pipeline Corporation, all right, title, interest, claim, and demand in and to a certain tract of land situated in Hidalgo County, Texas,

A tract out of Tract Ten (10), Los Ejidos de Reynosa Viejo Grant, Hidalgo County, Texas, being described as follows:

BEGINNING at a point where the North line of Tract 10, Los Ejidos de Reynosa Viejo Grant, intersects the present West boundary line of Farm to Market Road 1427 (also known as the Abram Highway);

THENCE, North along said FM 1427 West boundary line, 14.6 feet;

THENCE, at right angle to the left (West) 345 feet to a point, the Northwest corner of Block 10A;

THENCE, at right angle to the left (South) 200 feet to a point to the Place of Beginning, which is also the Northwest corner of Lot 5, Block 10A;

THENCE, at right angle to the left (East) 140 feet to a point, the Northeast corner hereof;
THENCE, at right angle (South) 50 feet to a point, the Southeast corner hereof;

THENCE, at right angle (West) 140 feet to a point, the Southwest corner hereof;

THENCE, at right angle (North) 50 feet to the Place of Beginning, the Northwest corner of Lot 5, Block 10A of the Wood Subdivision (unrecorded) of Tracts 10, 11 and 12, Los Ejidos de Reynosa Viejo Grant, hidalgo County, Texas.

SUBJECT TO:

Easements and reservations as may be reflected by the map and plat of record in Volume 7, pages 5-8, Map Records of Hidalgo County, Texas;

Easement dated October 10, 1956 from Conan T. Wood and wife, Ella G. Wood to Texas Eastern Transmission Corporation, recorded in Volume 874, Page 192, Deed Records of Hidalgo County, Texas;

Easement dated January 24, 1973, from Conan T. Wood, Trustee to A. Wayne Wood, II, recorded in Volume 1349, Page 789, Deed Records of Hidalgo County, Texas; and;

Oil and Gas Lease dated April 4, 1979, from Conan T. Wood, et al to Gas Producing Enterprises, inc., and recorded in Volume 382, Page 394, Oil and Gas Lease Records of Hidalgo County, Texas.

With all and singular of Texas Eastern Transmission Corporation's right, title, interest, estate, claim, and demand in and to the hereditaments and appurtenances thereto belonging or in any wise pertaining.

To Have and Hold the above released rights, titles, interests, claims, and demands, to said Mission Pipeline Corporation, its successors and assigns, forever, so that neither Texas Eastern Transmission Corporation or its successors and assigns, shall have any right or title to or interest in such property, premises, or appurtenances, or any part thereof, at any time hereafter.

This Quitclaim Deed is executed pursuant to and is nevertheless subject to the terms of the Facilities Sale Agreement dated July 23, 1999, between Texas Eastern Transmission Corporation and Mission Pipeline Company.

Executed this 1st day of November, 19999.

Texas Eastern Transmission Corporation

By: Robert B. Evans

Mailing Address of each Grantee
Name: Mission Pipeline Company
3700 Buffalo Speedway
Suite 1100
Houston, Texas 77098-3705

STATE OF TEXAS §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT B. EVANS, PRESIDENT of TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 1ST day of November, 1999.

[SEAL]
ADAIR HICKMAN
Notary Public, State of Texas
My Commission Expires
08-04-2000

Adair Hickman
NOTARY PUBLIC
In and For the State of Texas

My Commission Expires:

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Filed for Record in:
Hidalgo County
by Juan D. Salinas III
County Clerk

On: Nov 16,1999 at 08:57A

As a
Recording

Document Number: 823206
Total Fees : 13.00

Receipt Number - 249359
By,
Norma Garza

STATE OF TEXAS)
)
COUNTRY OF HARRIS)

BILL OF SALE AND CONVEYANCE

This Bill of Sale and Conveyance ("Conveyance") is entered into and conferred this 4th day of November, 1999 by and between TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware corporation with offices at 5400 Westheimer Court, Houston, Texas 77056 ("Grantor") and Mission Pipeline Company., a Texas corporation with offices at 3700 Buffalo Speedway, Suite 1100, Houston, Texas 77098-3705 ("Grantee").

For and in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby convey to Grantee, to the full extent of its power to do so, all its right, title and interest in and to and under or derived from the following described Pipeline, together with all fittings, tie-overs, valves, and other appurtenances, above or below ground, necessarily incident thereto:

Tabsaco Lateral Facilities

Facility	Pipe Diameter (Inches)	Length (Miles)	Location (County)	Design Capacity
Line 16-A	8"	18.45	Hidalgo, TX	40 MMCF/D
Associated Sublateral:				
16-A-1	4"	0.37	Hidalgo, TX	6 MMCF/D

together with the benefit of and right to enforce covenants and warranties against Grantor's predecessor in interest. This Conveyance is executed pursuant and subject to the terms of the Facilities Sales Agreement dated July 23, 1999 between Grantor and Grantee, the provisions of which are hereby incorporated herein as though set out in full. This Conveyance shall be interpreted in connection with such Facilities Sales Agreement.

This Conveyance is intended to deal exclusively with the physical facilities above described and shall not be deemed to convey any estate in the real property upon which same are situated.

EXECUTED on the date and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By: Robert B. Evans GW

Title: PRESIDENT

MISSION PIPELINE COMPANY.

By: J. C. D.

Title: President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT B. EVANS, PRESIDENT of TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 1ST day of November, 19 99

[SEAL]

ABAIR HICKMAN
Notary Public, State of Texas
My Commission Expires
09-04-2000

Abair Hickman
NOTARY PUBLIC
In and For the State of Texas

My Commission Expires:

STATE OF Texas §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Jerry Dearing, President of MISSION PIPELINE COMPANY., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 2nd day of November, 1999.

[SEAL]

Carol S Hickman
NOTARY PUBLIC
In and For the State of Texas

My Commission Expires: 8/14/2003

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Filed for Record in:
Hidalgo County
by Juan D. Salinas III
County Clerk

On: Nov 16, 1999 at 08:57A

As a
Recording

Document Number: 823205
Total Fees : 13.00

Receipt Number - 249359
By,
Norma Garza

EXHIBIT H

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 CN114678802-Stnd-Poll-21-22	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Lonestar Pipeline Company, LLC c/o Kindle Energy LLC 500 Alexander Park Drive, Suite 300 Princeton, NJ 08540	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Everest National Insurance Co — 10120 **INSURER B :** Associated Electric & Gas Ins Svcs Ltd — 3190004 **INSURER C :** Ironshore Specialty Insurance Company — 25445 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CLE-006755730-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			EN4GL00454-211	06/17/2021	05/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			EN4CA00681-211	06/17/2021	05/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XL5928401P	06/17/2021	05/01/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		EN4WC00235-211	05/17/2021	05/01/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Legal Liability			ISPILLSCAKTE001	06/17/2021	05/01/2022	Limit: Deductible:	10,000,000 100,000

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

CERTIFICATE HOLDER

Hidalgo County Regional Mobility Authority
203 Newcome Ave
Pharr, TX 78577

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Manashi Mukherjee

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Factory Mutual Insurance Company
1 Country View Road
Suite 200
Malvern, Pennsylvania
19355
United States of America
Tel: (1) 610 296-3100
Fax: (1) 610 993-0892

POLICY INFORMATION FORM

This document is issued as a matter of information only and confers no rights upon the document holder. This Policy Information Form does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policy. We hereby certify that insurance coverage is now in force with our Company as outlined below.

Policy No.: 1087052
Account No.: 1-83296

Policy Term
Effective Date: 17 June 2021
Expiration Date: 01 May 2022

NAMED INSURED:

Viva Alamo Holdings LLC

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Real and Personal Property

Location No.: 0003
INDEX No.: 000248.51

Frontera Energy Center
900 S Goodwin Rd
Mission, Texas 78572-2463, USA

COVERAGE IN FORCE: (subject to limits of liability, deductibles and conditions in the Policy)

Insurance Provided:	Peril:	Limit Of Liability:
Property Damage	All Risk	USD 20,000,000

CERTIFICATE TERM:

Effective: 17 June 2021
Expires: 01 May 2022

Real and Personal Property coverage applies to the location referenced above.

APPROXIMATELY 20 MILE LONG 8 INCH NATURAL GAS PIPELINE CONSISTING OF THE TABASCO LATERAL BETWEEN SITE NO. 5 TGPL PIPELINE TIE-IN & METER FACILITY AND SITE NO. 3 TETCO PIPELINE INCLUDING THE FRONTERA LATERAL, WHICH IS 1/2 MILE LONG 10 INCH PIPE, WHICH CONNECTS THE TABASCO LATERAL TO THE FRONTERA PLANT.

Certificate No: 00002-001

Lonestar Pipeline Company, LLC c/o Kindle Energy LLC
500 ALEXANDER PARK DRIVE, SUITE 300
PRINCETON, New Jersey 08540, USA

Danielle M Harrison

Authorized Signature / Issue Date
Danielle M Harrison / 16 July 2021

For questions, contact: David O'Donnell

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

RANKING MATRIX
Score Summary

PROJECT NAME: 8" LONESTAR PIPELINE RELOCATION MAINTENANCE MITIGATION PROJECT FOR HCRMA 365 TOLL PROJECT

DATE: 3/4/2022

FIRM NAME	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	EVALUATOR #4	EVALUATOR #5	TOTAL	RANK	
Strike, LLC	**92**	**94**	**95**	**96**	**96**	**473**	**1**	
Miller Bros.	**45**	**35**	**37**	**37**	**48**	**202**	**2**	
Venables Construciton Inc.	**0**	**0**	**0**	**0**	**n.a.**	**0**	**3**	did not attend MANDETORY pre-bid meeting

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Item 3L

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3L**
PLANNING COMMITTEE		**DATE SUBMITTED**	**03/15/2022**
FINANCE COMMITTEE		**MEETING DATE**	**03/22/2022**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2022-27 – CONSIDERATION AND APPROVAL OF AGREEMENTS WITH AEP FOR PARTICIPATION IN RELOCATION OF HIGH VOLTAGE TRANSMISSION LINE FOR 365 TOLLWAY PROJECT.**

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

   Approval and Authorization to enter agreement with AEP for Participation Relocation of High Voltage Transmission Line for 365 Tollway 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**: Motion to approve Resolution 2022-27 – Consideration and Approval of Agreements with AEP for Participation in Relocation of High Voltage Transmission Line for the 365 Tollway Project, as presented.**

6. Program Manager's Recommendation: ___Approved ___Disapproved **X** None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Auditor's Recommendation: ___Approved ___Disapproved **X** None

10. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

10. Chief Development Engineer's Recommendation: ___Approved ___Disapproved **X** None

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

12. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Pilar Rodriguez, P.E
HCRMA, Executive Director

From: Ramon Navarro, IV, P.E., C.F.M.
HCRMA, Chief Construction Engineer

Date: March 18, 2022

Subject: **RESOLUTION 2022-27 – CONSIDERATION AND APPROVAL OF AGREEMENTS WITH AEP FOR PARTICIPATION IN RELOCATION OF HIGH VOLTAGE TRANSMISSION LINE FOR 365 TOLLWAY PROJECT**

GOAL

Approval and Authorization to enter agreements with AEP for participation in relocation of high voltage transmission lines for 365 Tollway Project.

HISTORY

There has been continues ongoing discussions with AEP Transmission on three impacted locations since original 2019 letting. The Authority had originally conceded to the re-routing of the line on new compensatory ROW easements due to conveniences and efficiencies for both parties. Upon reviewing the ultimate costs of participation, the Authority requested that AEP remain within the project's ROW footprint. Various years of collaboration and ultimate delays due to Covid, readily contributed to plan's inefficiencies. All parties concurred that in order to meet current contract schedules, existing structures would be replaced or modified and improved in-place. Upon review of upgrades, AEP determined that on zone (3) impacts require relocation of poles due to regulatory requirements on clearances and additional ROW is required. Upon review of submitted agreements with fully documented easements, a Legal determination of ROW is required to establish HCRMA participation of 50 or 100% compensation. In addition, the current market impacts of supply and demand have drastically increased materials' cost and availability. Since 2018 the costs increased $1,786,848.67 or 67.8% to $4,421,590.57. We are diligently working on all aspects to arrive at a timely resolve. We are requesting Board's authorization to enable us to enter into agreements in a timely manner, if concurrences are captured prior to the next meeting.

PROPOSAL

The current utility agreements U-0031-047 and U-0032-039 with AEP Transmission conform to the provisions of 23CFR Section 635.309. When highway construction necessitates the adjustment of utility facilities that are presently occupying right of way in which the utility holds a *valid property interest*, reimbursement may be claimed for 100% of the necessary replacement right of way cost. The utility has proven right of occupancy in its existing location as it holds an easement, however, determination of exclusivity or real property interest must be defined to set eligibility ratio and extent of Authorities participation. There is no declared salvage; nor betterment for this adjustment.

RECOMMENDATION

Staff recommends approval and authorization to enter agreements with AEP Transmission for participation in relocation of high voltage transmission lines for 365 Tollway Project in substantially the forms provided and authorizes the Executive Director to execute the agreement upon final review and approval of legal counsel.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITYBOARD

RESOLUTION No. 2022-27

CONSIDERATION AND APPROVAL OF AGREEMENTS WITH AEP FOR PARTICIPATION IN RELOCATION OF HIGH VOLTAGE TRANSMISSION LINE FOR 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 22nd day of March, 2022 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, the Act allows the Authority to construct transportation projects within the County, including the 365 Tollway Project (the "Project"); and

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, on August 29, 2017 the Authority approved Resolution 2017-73, pursuant to Sections 370.033 and 370.170 of the Act, the Authority has the power and authority to request an implement the relocation of a public utility facility located in, on, along, over, or under the Project;

WHEREAS, AEP Transmission has submitted an original estimate of $4,421,590.57 for utility agreements U-0031-047 and U-0032-039 with the Authority to conform with the provisions of 23CFR Section 635.309; and,

WHEREAS, AEP Transmission is eligible for cost participation in accordance with the provisions of 23 CFR 645 A&B. The utility has right of occupancy in its existing location as it holds an easement, or another real property interest, upon determination of the appropriate eligibility ratio. There is no declared salvage; nor betterment for this adjustment; and

WHEREAS, the Authority finds it necessary to approve Resolution 2022-27, approval and authorization to enter agreements with AEP Transmission for participation in relocation of high voltage transmission lines for 365 Tollway Project.

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

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

Section 2. The Board hereby approves Resolution 2022-27 authorization and approval to enter into utility agreements U-0031-047 and U-0032-039 with AEP Transmission. he Authority to conform with the provisions of 23CFR Section 635.309; and,

Section 3. The Board hereby authorizes AEP Transmission agreementsin substantially the form as the documents attached hereto as Exhibit A and authorizes the Executive Director to execute the agreement upon final review and approval of legal counsel.

•••••

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOAD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 22nd day of March 2022, atwhich meeting a quorum was present.

_____

S. David Deanda, Jr., Chairman

_____

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

AGREEMENTS

BETWEEN

AEP TRANSMISSION

AND

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

FOR

UTILITY RELOCATION

OF

365 TOLLWAY PROJECT

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STANDARD UTILITY AGREEMENT

U-Number: **U-0031+047**

District: PHARR
Federal Project No.: DMO2013(420)
ROW CSJ: 0921-02-368
Highway Project Letting Date: SEPT. 2021

County: HIDALGO
Highway: 365 TOLL
From: FM396(ANZALDUAS HIGHWAY) at GSA CONNECTOR
To: US281(MILITARY HIGHWAY)

This Agreement by and between the Hidalgo County Regional Mobility Authority, **("Authority**"), and **AEP Transmission,**, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **Authority**.

WHEREAS, the **Authority** has deemed it necessary to make certain highway improvements as designated by the **Authority** and approved by the Federal Highway Administration within the limits of the highway as indicated above (the "**Highway Project**");

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: removal and relocation of overhead electrical powerlines and poles from approximate Station 1273+00; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **Authority** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the **Authority,** upon receipt of evidence it deems sufficient, acknowledges the **Utility's** interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **Authority** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **Authority's** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The **Utility** shall supply, upon request by the **Authority**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The **Utility** shall not commence any physical work, including without limitation site preparation, on the State's right of way or future right of way, until Authority provides the Utility with written authorization to proceed with the physical work upon Authority completion and clearance of its environmental review of the Highway Project. Any such work by the Utility prior to Authority's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been

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acquired by Authority. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when Authority has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the HCRMA and the Utility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. HCRMA Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **Authority** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **Authority**, or may, with the **Authority's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **Authority** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **Authority** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost $ N/A as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **Authority** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **Authority** reimbursement.

Alternatively, the **Authority** agrees to pay the **Utility** an agreed lump sum of _____ as supported by the attached estimated costs. The **Authority** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **Authority** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **Authority** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;
- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");
- Schedule of Work (Attachment "C");
- Statement Covering Contract Work – ROW-U-48 (Attachment "D");

DB 15-Nov-2021

Initial	Date		Initial	Date
HCRMA			Utility	

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- Utility Joint Use Acknowledgment – ROW-U-JUAA and/or Utility Installation Request – Form 1082 (Attachment “E”);
- Eligibility Ratio (Attachment “F”);
- Betterment Calculation and Estimate (Attachment “G”); and
- Proof of Property Interest – ROW-U-1A, ROW-U-1B, or ROW-U-1C (Attachment “H”).

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **Authority** and the **Utility**.

This agreement is subject to cancellation by the **Authority** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **Authority.** However, the **Authority** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The HCRMA Auditor may conduct an audit or investigation of any entity receiving funds from the **Authority** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the HCRMA or and State Auditor, under the direction of the Legislative Audit Committee, 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 HCRMA and or state auditor with access to any information the HCRMA and or state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **Authority** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

DS
DB 15-Nov-2021

Initial	Date		Initial	Date
HCRMA			Utility	

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The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: _____
Name of Utility

By: DocuSigned by: Daniel Boezio 9C9AA10E665B4F2...
Authorized Signature

Daniel Boezio
Print or Type Name

Title: VP Transmission Field Services

Date: 15-Nov-2021

EXECUTION RECOMMENDED:

_____
Chief Construction Engineer, HCRMA

DS DB 15-Nov-2021

Initial	Date	Initial	Date
HCRMA		Utility	

AEP PLAN

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AEP TEXAS℠

An AEP Company

Proposed SH-365 Toll Road Relocations

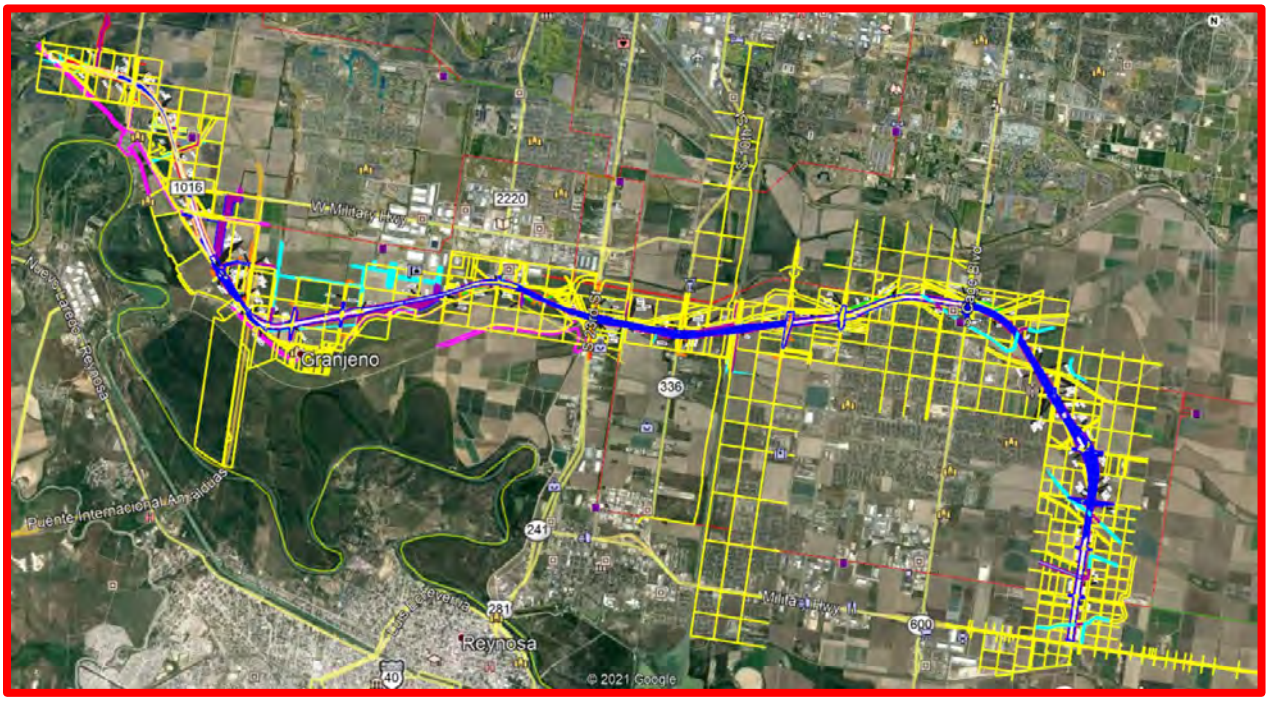


Figure 1. HCRMA's Proposed SH-365 Toll Road Overview Map

Project Location: Las Milpas, TX (Latitude & Longitude: 26.118°, -98.199°)

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Figure 2. AEP Conflict Areas 1, 2, and 3

Affected Assets:

Line Name	AEP Equipment Number	Conflict Area
South McAllen – Stewart Road	TLN169:07125	1, 2
South McAllen – Las Milpas (MVEC)	TLN169:01094	3

WORK TO BE PERFORMED

Hidalgo County Regional Mobility Authority (HCRMA) plans to build a new toll road, SH 365, across Hidalgo County, Texas. Their plans also include the relocation of drainage channels, relocation of a levee, and installation of numerous irrigation structures. Two AEP Texas transmission lines are affected; South McAllen – Stewart Road 138kV line (two conflict areas) and South McAllen – Las Milpas (MVEC) 138kV line (one conflict area). As a result, AEP must relocate several transmission structures to accommodate HCRMA's plans.

This project will abide by all TXDOT requirements. All material ordered and purchased to meet BUY AMERICA requirements. HCRMA will be responsible for 100% of the costs on this relocation project.

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This scope includes the re-location of transmission structures on our existing alignment. Significant Regulatory and ROW issues prevent us from proposing a re-route or new alignment.

Conflict Area #1 – Existing structure 5/7 is currently within the proposed right-of-way of the toll road. AEP will remove existing structure 5/7 and replace it with a new structure approximately 30 feet north on the existing centerline.

It is assumed based on preliminary engineering that the structures on either side of proposed structure 5/7 will not be negatively impacted by the new structure location.

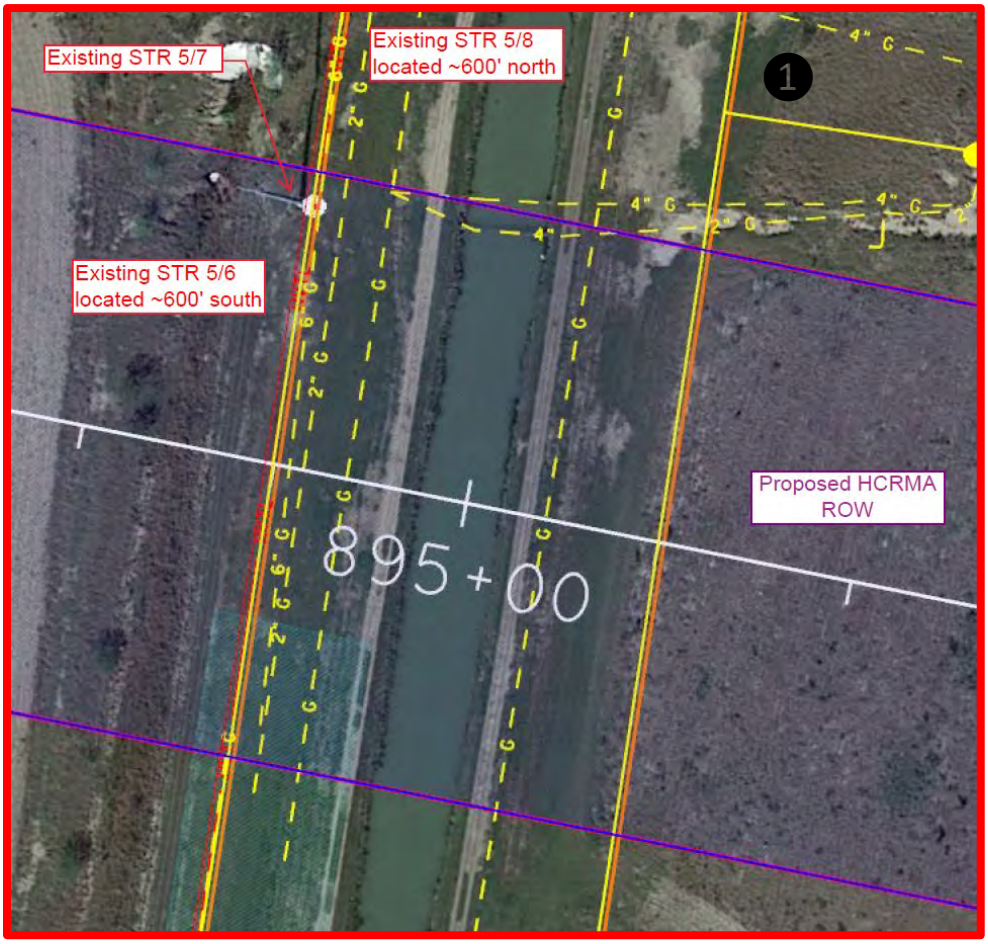


Figure 3. Conflict Area 1; Structure 5/7

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Conflict Area #2 – Existing structure 3/5 is not only within the proposed right-of-way of the toll road, but also at the location of a proposed bridge. Structure 3/5 will be removed and replaced with a new structure approximately 150’ east of the existing location. As a result, structures 3/3, 3/4, and 3/6.

This conflict area is located in close proximity to an airport. AEP must file with the FAA and abide by all FAA requirements for the given location.

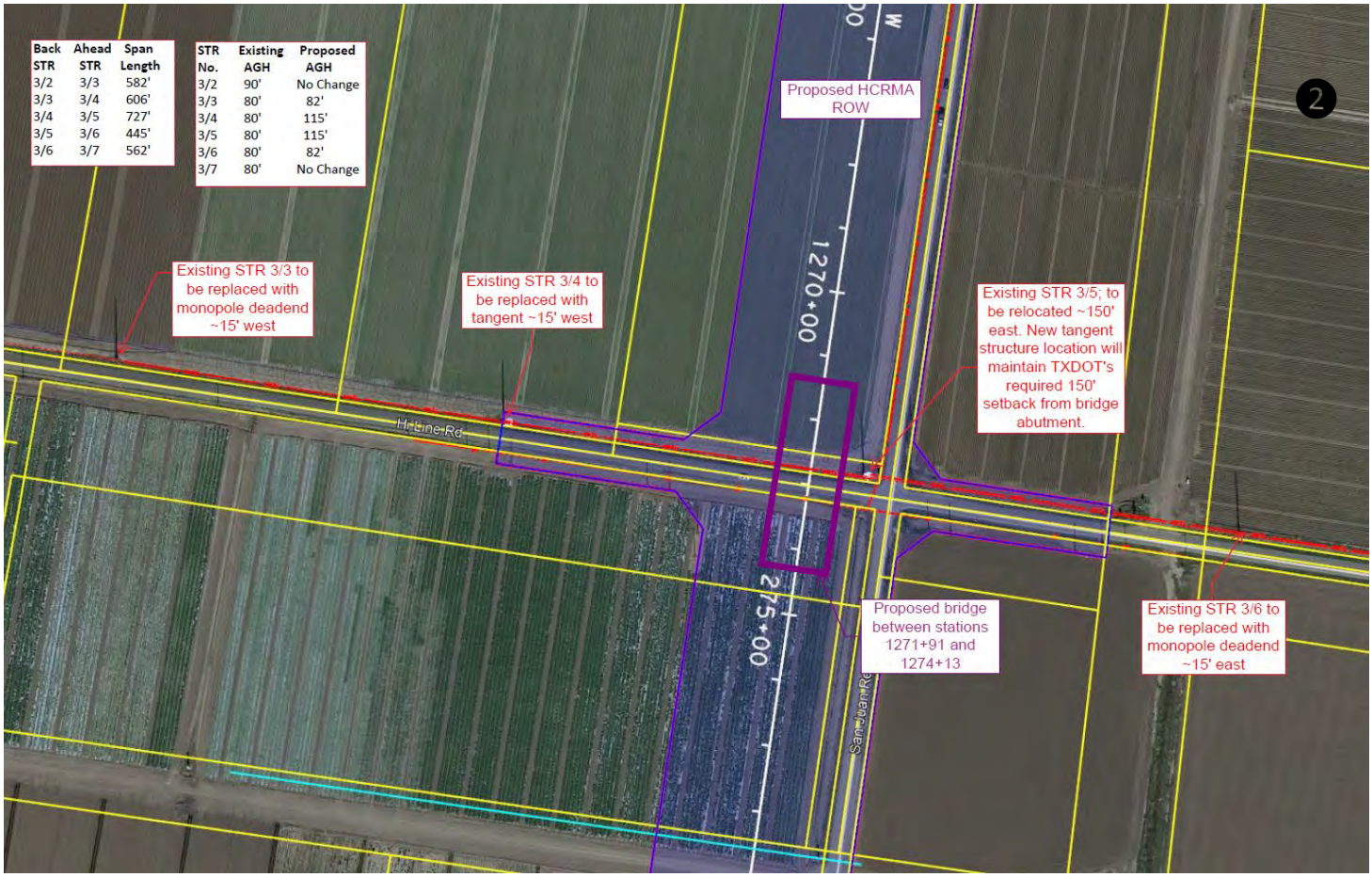


Figure 4. Conflict Area #2; STR 3/3-3/6

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Conflict Area #3: In this area, structures 5/10, 5/11, and 5/12 are in conflict with the proposed toll road and relocated levee. A proposed irrigation canal is adjacent to the toll road, but the structures above are not directly impacted by it.

Due to Right-of-Way and Regulatory concerns, a re-route is not viable. New, taller structures to span over the proposed toll road and relocated levee along the existing centerline will be installed.

Additional 30' of right-of-way easement on either side of existing centerline is required to account for maximum conductor blowout.

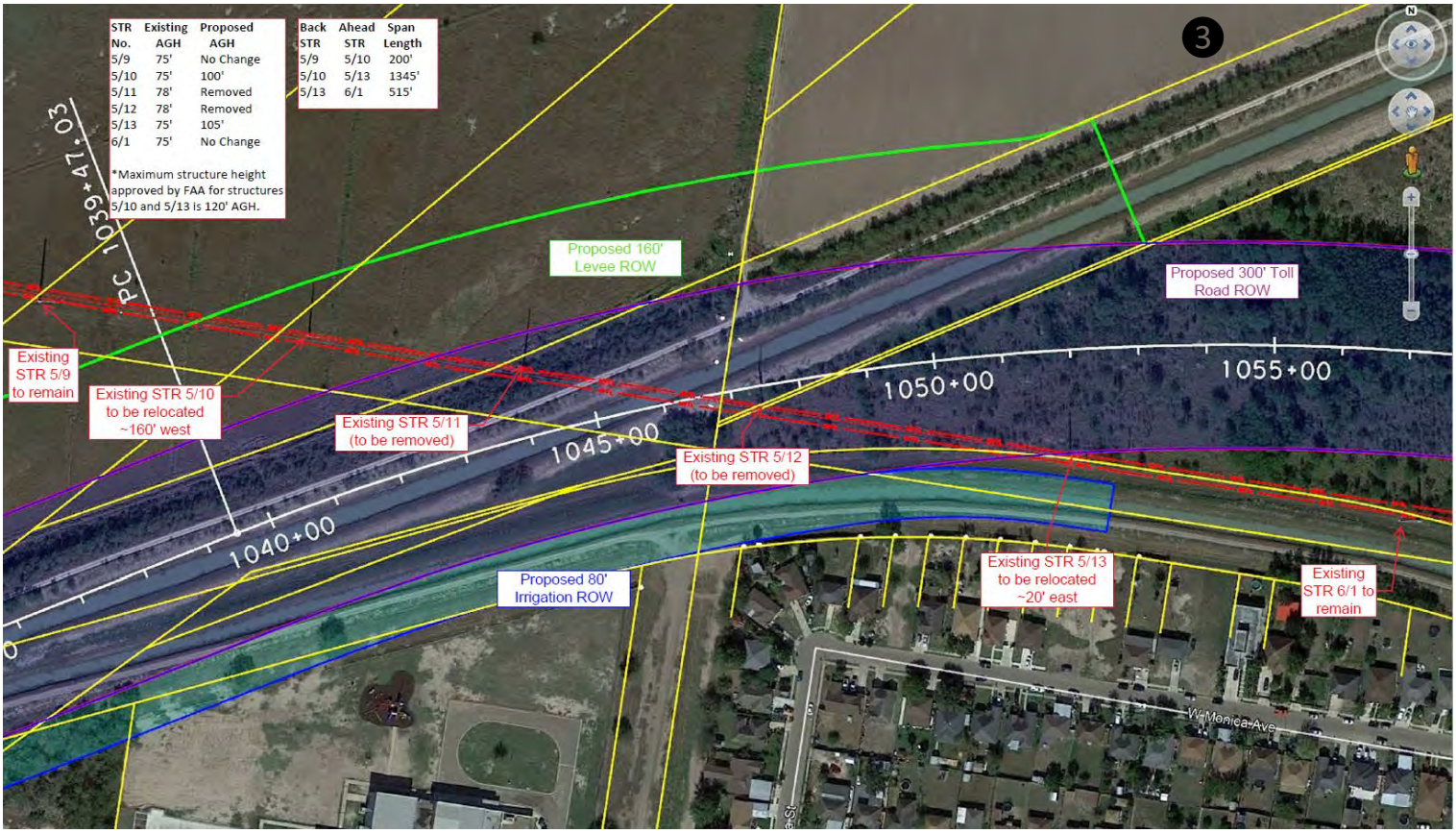


Figure 5. Conflict Area #3; STR 5/10-5/13

ESTIMATES

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Attachment "A"
STANDARD AGREEMENT COST ESTIMATE
UTILITY: AEP Texas
HCRMA SH 365 Toll Road

	Item No.	Description	Unit	Estimated Costs		
				QTY	Unit Price	Amount
				#	$	$
Internal Labor	1	Project Manager	Hours	120.00	70.00	8,400.00
	2	Project Coordinator	Hours	120.00	50.00	6,000.00
	3	Project Controls Analyst	Hours	100.00	50.00	5,000.00
	4	Engineer	Hours	120.00	55.00	6,600.00
	5	Engineering Technologist	Hours	-	-	-
	6	Designer	Hours	80.00	40.00	3,200.00
	7	Environmental Specialist	Hours	40.00	55.00	2,200.00
	8	Siting Specialist	Hours	20.00	55.00	1,100.00
	9	Community Outreach Specialist	Hours	20.00	45.00	900.00
	10	ROW Agent (For communication with landowners during construction)	Hours	40.00	55.00	2,200.00
	11	Outage Planner	Hours	-	-	-
	12	Estimator	Hours	-	-	-
	13	Station Servicer	Hours	-	-	-
	14	Station Electrician	Hours	-	-	-
	15	Line Mechanic	Hours	-	-	-
	16	Line Servicer	Hours	-	-	-
	17	Line Crew Leader	Hours	-	-	-
	18	Lineman	Hours	-	-	-
	19	Transmission Construction Representative (Internal Inspection)	Hours	-	-	-
	20	Internal Labor Cost Adders (includes employee benefits, sick/vacation)	%	1.00	15%	6,240.00
Outside Services	1	ABM OSE - Eng & Design - (foundation design)[6]	Each	-	-	-
	2	ABM OSE - Eng & Design - CDS Muery (survey/staking)[7]	Each	1.00	52,000.00	52,000.00
	3	ABM OSE - Eng & Design - POWER ENGINEERS (Initiation - Engineering)[7]	Hours	40.00	135.00	5,400.00
	4	ABM OSE - Eng & Design - POWER ENGINEERS (Initiation - Other[8])[7]	Hours	44.00	141.71	6,235.24
	5	ABM OSE - Eng & Design - POWER ENGINEERS (Design and Engineering - Engineering)[7]	Hours	351.00	119.77	42,039.27
	6	ABM OSE - Eng & Design - POWER ENGINEERS (Design and Engineering - Other[8])[7]	Hours	284.00	154.03	43,744.52
	7	ABM OSE - Eng & Design - POWER ENGINEERS (Procurement - Engineering)[7]	Hours	84.00	130.62	10,972.08
	8	ABM OSE - Eng & Design - POWER ENGINEERS (Procurement - Other[8])[7]	Hours	-	-	-
	9	ABM OSE - Eng & Design - POWER ENGINEERS (Construction - Engineering)[7]	Hours	220.00	128.31	28,228.20
	10	ABM OSE - Eng & Design - POWER ENGINEERS (Construction - Other[8])[7]	Hours	-	-	-
	11	ABM OSE - Eng & Design - POWER ENGINEERS (Close-Out - Engineering)[7]	Hours	46.00	127.63	5,870.98
	12	ABM OSE - Eng & Design - POWER ENGINEERS (Close-Out - Other[8])[7]	Hours	8.00	181.88	1,455.04
	13	ABM OSE - Eng & Design - POWER ENGINEERS (Expenses - Incl Travel)	LS	1.00	6,058.00	6,058.00
	14	ABM OSE - Eng & Design - Structure Photos	Each	2.00	750.00	1,500.00
	15	ABM 570 - Mobilization (Cost per Structure)	Str	2.00	20,000.00	40,000.00
	16	ABM 571 - ROW Clearing (Cost per mile)	Mile	-	-	-
	17	ABM 572 - Site Work & Clearing	FT	2,112.00	5.00	10,560.00
	18	ABM 573 - Access Roads (Matting)	Each	-	-	-
	19	ABM 574 - Environmental (SWPPP - Cost per mile)	FT	2,112.00	5.00	10,560.00
	20	ABM 575 - Foundations (Cost per Foundation)	CY	107.00	1,700.00	181,900.00
	21	ABM 581 - Structure & Framing Installation (Cost per Structure)	Str	2.00	14,000.00	28,000.00
	22	ABM 582 - Wire Installation (Cost per foot of wire)	FT	12,000.00	18.00	216,000.00
	23	ABM 584 - Removal (Cost per Structure)	Str	4.00	15,000.00	60,000.00
	24	ABM 585 - Restoration (Cost per mile)	FT	2,112.00	5.00	10,560.00
	25	ABM 586 - Demobilization (Cost per Structure)	Str	2.00	2,500.00	5,000.00
	26	ABM 588 - Constr Management	Hours	225.00	100.00	22,500.00
Material	1	Conductor Wire (1222 CARDINAL ACCC)	FT	7,000.00	6.25	43,750.00
	2	Shield Wire (48 CT FIBER OPTIC, OPGW)	FT	5,000.00	2.50	12,500.00
	3*	Steel Poles	Each	2.00	60,000.00	120,000.00
	4*	Anchor Bolt Cage	Each	2.00	17,300.00	34,600.00
	5	Conductor Hardware Assemblies Per Structure	Each	2.00	5,000.00	10,000.00
	6	Sales Tax	%	1.00	6.25%	13,803.13
	7	Stores Loading	%	1.00	5.00%	11,042.50
Company Transportation	1	Transportation Costs (percentage of internal labor and expenses only - also called Fleet in invoiced items; Percentage used for estimating purposes only; DOT will only be charged actual costs) From AEP Corporate: The cost applicable to each company vehicle is assigned by the M4 fleet system to a particular Business Unit and Department ID. These costs follow the salary distribution of the assigned Department ID. Rates are based on a blend of 2019 actuals and 2020 budget numbers.	%	1.00	44.00%	18,304.00
Employee Expenses	1	Travel	Trips	3.00	2000	6,000.00
Row Acquisition Cost	1	Grants and Easements (Anticipated Maximum Offer)	Acre	4.85	100,000.00	485,000.00
	2	Legal Expenses	Hours	800.00	125.00	100,000.00
	3	Survey Expenses (Lump Sum Contract)	Acre	-	-	-
	4	Appraisal Expenses (Lump Sum Contract)	Acre	-	-	-
	5	AEP Labor	Hours	100.00	55.00	5,500.00
	6	Contractor Labor (For Acquisition Support)	Hours	1,700.00	125.00	212,500.00
Overheads	1	AEP Overhead	%	1.00	15.0%	285,513.44
CIAC	1	AEP Tax Gross-up for CIAC (Included as part of the 2018 Tax Reform Act)	%	-	0.00%	-
					Total	**2,188,936.40**

NOTES:

1) Buy America items have "*" next to them.
2) Form 1818 will be provided for necessary materials at the time of invoicing for this project.
3) AEP considers all removed materials to be unsalvageable. No salvage credit is included.
4) Outside services will be invoiced as lump sum.
5) Supporting Construction costs consist of both labor and material for the construction activity specified
6) Cost matches proposal from CDS Muery in lump sum format (see in attached documents)
7) Cost matches proposal from POWER Engineers (see in attached documents) - Hourly costs are rounded

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Attachment "A"
STANDARD AGREEMENT COST ESTIMATE
UTILITY: AEP Texas
HCRMA SH 365 Toll Road

	Item No.	Description	Unit	Estimated Costs		
				QTY	Unit Price	Amount
				#	$	$
Internal Labor	1	Project Manager	Hours	120.00	70.00	8,400.00
	2	Project Coordinator	Hours	120.00	50.00	6,000.00
	3	Project Controls Analyst	Hours	100.00	50.00	5,000.00
	4	Engineer	Hours	120.00	55.00	6,600.00
	5	Engineering Technologist	Hours	-	-	-
	6	Designer	Hours	80.00	40.00	3,200.00
	7	Environmental Specialist	Hours	40.00	55.00	2,200.00
	8	Siting Specialist	Hours	20.00	55.00	1,100.00
	9	Community Outreach Specialist	Hours	20.00	45.00	900.00
	10	ROW Agent (For communication with landowners during construction)	Hours	40.00	55.00	2,200.00
	11	Outage Planner	Hours	-	-	-
	12	Estimator	Hours	-	-	-
	13	Station Servicer	Hours	-	-	-
	14	Station Electrician	Hours	-	-	-
	15	Line Mechanic	Hours	-	-	-
	16	Line Servicer	Hours	-	-	-
	17	Line Crew Leader	Hours	-	-	-
	18	Lineman	Hours	-	-	-
	19	Transmission Construction Representative (Internal Inspection)	Hours	-	-	-
	20	Internal Labor Cost Adders (includes employee benefits, sick/vacation)	%	1.00	15%	6,240.00
Outside Services	1	ABM OSE - Eng & Design - (foundation design)	Each	-	-	-
	2	ABM OSE - Eng & Design - CDS Muery (survey/staking)[7]	Each	1.00	169,000.00	169,000.00
	3	ABM OSE - Eng & Design - POWER ENGINEERS (Initiation - Engineering)[7]	Hours	68.00	135.00	9,180.00
	4	ABM OSE - Eng & Design - POWER ENGINEERS (Initiation - Other[8])[7]	Hours	62.00	141.17	8,752.54
	5	ABM OSE - Eng & Design - POWER ENGINEERS (Design and Engineering - Engineering)[7]	Hours	541.00	121.26	65,601.66
	6	ABM OSE - Eng & Design - POWER ENGINEERS (Design and Engineering - Other[8])[7]	Hours	463.00	155.07	71,797.41
	7	ABM OSE - Eng & Design - POWER ENGINEERS (Procurement - Engineering)[7]	Hours	132.00	130.31	17,200.92
	8	ABM OSE - Eng & Design - POWER ENGINEERS (Procurement - Other[8])[7]	Hours	-	-	-
	9	ABM OSE - Eng & Design - POWER ENGINEERS (Construction - Engineering)[7]	Hours	356.00	127.61	45,429.16
	10	ABM OSE - Eng & Design - POWER ENGINEERS (Construction - Other[8])[7]	Hours	-	-	-
	11	ABM OSE - Eng & Design - POWER ENGINEERS (Close-Out - Engineering)[7]	Hours	74.00	128.60	9,516.40
	12	ABM OSE - Eng & Design - POWER ENGINEERS (Close-Out - Other[8])[7]	Hours	8.00	181.88	1,455.04
	13	ABM OSE - Eng & Design - POWER ENGINEERS (Expenses - Incl Travel)	LS	1.00	6,073.00	6,073.00
	14	ABM OSE - Eng & Design - Structure Photos	Str	5.00	750.00	3,750.00
	15	ABM 570 - Mobilization (Cost per Structure)	Str	5.00	20,000.00	100,000.00
	16	ABM 571 - ROW Clearing (Cost per mile)	Mile	-	-	-
	17	ABM 572 - Site Work & Clearing	FT	5,600.00	5.00	28,000.00
	18	ABM 573 - Access Roads (Matting)	Each	-	-	-
	19	ABM 574 - Environmental (SWPPP - Cost per mile)	FT	5,600.00	5.00	28,000.00
	20	ABM 575 - Foundations (Cost per Foundation)	CY	60.00	1,700.00	102,000.00
	21	ABM 581 - Structure & Framing Installation (Cost per Structure)	Str	5.00	14,000.00	70,000.00
	22	ABM 582 - Wire Installation (Cost per foot of wire)	FT	7,670.00	18.00	138,060.00
	23	ABM 584 - Removal (Cost per Structure)	Str	5.00	15,000.00	75,000.00
	24	ABM 585 - Restoration (Cost per mile)	FT	5,600.00	5.00	28,000.00
	25	ABM 586 - Demobilization (Cost per Structure)	Str	5.00	2,500.00	12,500.00
	26	ABM 588 - Constr Management	Hours	225.00	100.00	22,500.00
Material	1	Conductor Wire (795 DRAKE ACSS)	FT	5,750.00	1.75	10,062.50
	2	Shield Wire (48 CT FIBER OPTIC, OPGW)	FT	1,920.00	2.50	4,800.00
	3*	Steel Poles	Each	5.00	25,000.00	125,000.00
	4*	Anchor Bolt Cage	Each	2.00	20,000.00	40,000.00
	5	Conductor Hardware Assemblies Per Structure	Each	5.00	2,500.00	12,500.00
	6	Sales Tax	%	1.00	6.25%	12,022.66
	7	Stores Loading	%	1.00	5.00%	9,618.13
Company Transportation	1	Transportation Costs (percentage of internal labor and expenses only - also called Fleet in invoiced items; Percentage used for estimating purposes only; DOT will only be charged actual costs) From AEP Corporate: The cost applicable to each company vehicle is assigned by the M4 fleet system to a particular Business Unit and Department ID. These costs follow the salary distribution of the assigned Department ID. Rates are based on a blend of 2019 actuals and 2020 budget numbers.	%	1.00	44.00%	18,304.00
Employee Expenses	1	Travel	Trips	3.00	2000	6,000.00
Row Acquisition Cost	1	Grants and Easements (Anticipated Maximum Offer)	Acre	12.80	32,000.00	409,600.00
	2	Legal Expenses	Hours	550.00	125.00	68,750.00
	3	Survey Expenses (Lump Sum Contract)	Acre	-	-	-
	4	Appraisal Expenses (Lump Sum Contract)	Acre	-	-	-
	5	AEP Labor	Hours	100.00	55.00	5,500.00
	6	Contractor Labor (For Acquisition Support)	Hours	1,325.00	125.00	165,625.00
Overheads	1	AEP Overhead	%	1.00	15.0%	291,215.76
CIAC	1	AEP Tax Gross-up for CIAC (Included as part of the 2018 Tax Reform Act)	%	-	0.00%	-
					Total	**2,232,654.17**

NOTES:

1) Buy America items have "*" next to them.
2) Form 1818 will be provided for necessary materials at the time of invoicing for this project.
3) AEP considers all removed materials to be unsalvageable. No salvage credit is included.
4) Outside services will be invoiced as lump sum.
5) Supporting Construction costs consist of both labor and material for the construction activity specified
6) Cost matches 4 proposals from CDS Muery in lump sum format (see in attached documents)
7) Cost matches proposal from POWER Engineers (see in attached documents) - Hourly costs are rounded

AEP Department of Transporation Report

2018 Estimate

Estimate Title: 138kV_Las Milpas MVEC - S. McAllen 1 _HCRMA_C_
Operating Company: AEP Texas Central Company
Project: A15036003

Description	UM	Quantity	Total Loaded Cost
Labor Costs - External			
Engineering - Contract	HR	370.00	64,646
Contract ROW Agent	HR	108.00	13,473
Structure Photos	EA	2500.00	2,912
Survey: LIDAR/Aerial Photos	MI	11000.00	12,813
OS Environmental Support / Water & Ecological	HR	40.00	3,062
Geotechnical	EA	5.00	17,472
Inspection (Contract TCR)	HR	93.00	12,286
OS Environmental Support / Land Environment & Remediation	HR	40.00	3,062
SWPPP	LS	30000.00	34,944
Survey: Line	MI	17000.00	19,802
Labor Costs - External Subtotal			**184,472**
Labor Costs - Internal			
Graphics Tech.	HR	43.00	3,480
Project Manager	HR	96.00	14,785
Expense (Travel)	EA	3.00	1,566
Project Coordinator	HR	58.00	5,905
Inspection (AEP TCR) Expenses	WK	3.00	3,132
Environmental Support / Land Environment & Remediation	HR	40.00	4,908
TLE Engineer	HR	111.00	13,329
Inspection (AEP TCR)	HR	93.00	10,925
Telecom Transport	HR	80.00	10,650
TLE ROW Agent	HR	108.00	13,485
Environmental Support / Water & Ecological	HR	40.00	4,908
Labor Costs - Internal Subtotal			**87,072**
Supporting Construction Costs			
Telecom Material		1200.00	1,526
Telecom Contract Labor		6200.00	7,867
Fences / Gates / Culverts	LS	4000.00	5,075
SWPPP Erosion Control	LS	15000.00	19,032
Traffic Control	LS	14565.00	18,480
Damages	MI	7000.00	8,882
Hydrovac	CF	600.00	9,029
Contract Labor	MI	18657.00	23,672
Road Construction	LS	3000.00	3,806
Clearing and Site Work	AC	15750.00	19,984
Clean Up	MI	5000.00	6,344
Contract Labor Mobilization	LS	35000.00	44,408
Supporting Construction Costs Subtotal			**168,104**
Conductor / Shield Wire			
CABLE, FIBER OPTIC, OPGW, 0.646 IN OD, 48F (SMF-28), (1) SS	FT	2300.00	18,761
7#8 ALUMOWELD AW 7	FT	2300.00	5,297
SUWANNEE/ACSS/TW, 959.6 MCM TYPE 16	FT	6770.00	43,059
Conductor / Shield Wire Subtotal			**67,117**
Poles and Fixtures			
SC BRACED POST 138KV - 795-1272 - WPE ASSEMBLIES	EA	3.00	12,350
SC 1-POLE DE SELF-SUPPORTING 138KV - 795-1272 - ASSEME	EA	2.00	31,245
CUSTOM STEEL Tangents D/C Capbl 2-96ft & 1-93ft	EA	3.00	94,308
Pier Foundations and Concrete Backfill	CY	100.00	88,816
CUSTOM STEEL POLE 84 ft and 85 ft Dead-ends	EA	2.00	142,130
Poles and Fixtures Subtotal			**368,849**
Right of Way			**207,100**
Removal			**39,627**
		Grand Total	**1,122,341**

AEP Department of Transporation Report

2018 Estiamte

Estimate Title: 138kV_S. McAllen - Stewart Rd Crossing 1 Revised_C_
Operating Company: AEP Texas Central Company
Project ID: A15036003

Description	UM	Quantity	Total Loaded Cost
Labor Costs - External			
Structure Photos	EA	1000.00	1,165
OS Environmental Support / Land Environment & Remediation	HR	40.00	3,062
SWPPP	LS	30000.00	34,944
Survey: Line	MI	16250.00	18,928
Contract ROW Agent	HR	90.00	11,227
Inspection (Contract TCR)	HR	17.00	2,246
Engineering - Contract	HR	264.00	46,126
OS Environmental Support / Water & Ecological	HR	40.00	3,062
Labor Costs - External Subtotal			**120,760**
Labor Costs - Internal			
Project Manager	HR	80.00	12,321
Inspection (AEP TCR)	HR	17.00	1,997
TLE Engineer	HR	80.00	9,606
TLE ROW Agent	HR	90.00	11,238
Environmental Support / Water & Ecological	HR	50.00	6,134
Project Coordinator	HR	48.00	4,887
Expense (Travel)	EA	3.00	9,397
Telecom Transport	HR	80.00	10,650
Environmental Support / Land Environment & Remediation	HR	80.00	9,815
Inspection (AEP TCR) Expenses	WK	1.00	1,044
Graphics Tech.	HR	26.00	2,104
Labor Costs - Internal Subtotal			**79,194**
Supporting Construction Costs			
Damages	MI	8000.00	10,150
Hydrovac	CF	300.00	4,514
Clearing and Site Work	AC	1000.00	1,269
Fences / Gates / Culverts	LS	2000.00	2,538
Contract Labor Mobilization	LS	35000.00	44,408
Road Construction	LS	5000.00	6,344
Contract Labor	MI	10720.00	13,602
Telecom Material		200.00	254
Clean Up	LS	5000.00	6,344
Traffic Control	LS	3000.00	3,806
Telecom Contract Labor		2000.00	2,538
Supporting Construction Costs Subtotal			**95,767**
Conductor / Shield Wire			
FALCON-ACSS, 1590 MCM 54/19 STR	FT	2000.00	15,177
CABLE, FIBER OPTIC, OPGW, 0.646 IN OD, 48F (SMF-28), (1) SS L	FT	667.00	5,441
Conductor / Shield Wire Subtotal			**20,618**
Poles and Fixtures			
SC BRACED POST 138KV - 1590 ACSR 45/7 - WPE	EA	1.00	4,404
Pier Foundations and Concrete Backfill	CY	100.00	5,329
115 ft CLASS H10 STEEL POLE - VALMONT GALVANIZED	EA	1.00	25,907
Poles and Fixtures Subtotal			**35,640**
Right Of Way			**30,250**
Removal			**39,627**
		Grand Total	**421,856**

AEP Department of Transportation Report

Estimate Title: 138kV_S. McAllen - Stewart Rd 138 kV Crossing 2 Rev_20160608_C_A_D.4

Operating Company: AEP Texas Central Company

2018 Estiamte

Description	UM	Quantity	Total Loaded
Labor Costs - External			
Inspection (Contract TCR)	HR	100.00	13,714
Contract ROW Agent	HR	80.00	10,352
SWPPP	LS	30000.00	36,273
Survey: Line	MI	18500.00	22,368
Structure Photos	EA	5000.00	6,046
OS Environmental Support / Land Environment & Remediation	HR	40.00	3,178
Survey: LIDAR/Aerial Photos	MI	11750.00	14,207
OS Environmental Support / Water & Ecological	HR	20.00	1,589
Geotechnical	EA	6.00	21,764
Labor Costs - External Subtotal			**129,491**
Labor Costs - Internal			
TLE Engineer	HR	101.00	12,329
TLE ROW Agent	HR	80.00	10,159
Environmental Support / Water & Ecological	HR	20.00	2,494
Project Manager	HR	80.00	12,525
Environmental Support / Land Environment & Remediation	HR	40.00	4,988
Inspection (AEP TCR)	HR	100.00	11,941
Telecom Transport	HR	80.00	10,827
Expense (Travel)	EA	6.00	19,106
Inspection (AEP TCR) Expenses	WK	5.00	5,307
Project Coordinator	HR	48.00	4,968
Graphics Tech.	HR	30.00	2,468
Labor Costs - Internal Subtotal			**97,112**
Supporting Construction Costs			
Damages	MI	3000.00	3,948
Clearing and Site Work	AC	1000.00	1,316
Fences / Gates / Culverts	LS	3200.00	4,212
Contract Labor Mobilization	LS	35000.00	46,064
Hydrovac	CF	600.00	8,585
Contract Labor	MI	10053.00	13,231
Road Construction	LS	3000.00	3,948
Telecom Material		600.00	791
Traffic Control	LS	3325.00	4,376
Clean Up	LS	5000.00	6,580
Telecom Contract Labor		3200.00	4,212
Supporting Construction Costs Subtotal			**97,263**
Conductor / Shield Wire			
DRAKE-ACSS, 795 MCM 26/7 STR	FT	5800.00	37,023
CABLE, FIBER OPTIC, OPGW, 0.646 IN OD, 48F (SMF-28), (1) SS LOOSE TUBE, 0.4932 LB/FT, 2.028 FT/LB, STD PKG:	FT	1950.00	17,165
Conductor / Shield Wire Subtotal			**54,188**
Poles and Fixtures			
SC 1-POLE DE SELF-SUPPORTING 138KV - 795-1272 - CUSTOM	EA	4.00	67,940
Steel Dead-End Structures	EA	4.00	309,580
Concrete - Anchor Bolt Foundation for D-Ends	CY	160.00	147,403
SC 1-POLE RC - FRM ASSY W/O BRKT - SELF-SUPPORT - 138KV - 795-1272 - WPE	EA	1.00	3,789
Poles and Fixtures Subtotal			**528,712**
Right of Way			**151,250**
Removal			**32,629**
		Grand Total	**1,090,645**