

# HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

DATE: TUESDAY, MAY 28, 2024  
TIME: 5:30 PM  
PLACE: HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
TELECONFERENCE MEETING

PRESIDING: S. DAVID DEANDA, JR, CHAIRMAN

MEMBERS OF THE PUBLIC ARE WELCOMED TO PARTICIPATE REMOTELY BY TELEPHONE

DIAL-IN NUMBER: +1 956-413-7950  
CONFERENCE ID: 188 224 600#  
WEB LINK: [Click here to join the meeting](#)

*An electronic copy of the agenda packet can be obtained at [www.hcrma.net](http://www.hcrma.net)*

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### PLEDGE OF ALLEGIANCE

### INVOCATION

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

### PUBLIC COMMENT

#### 1. REPORTS

- A. Report on Program Management Activity for 365 Tollway Project – HCRMA Staff
- 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 Board Meeting held April 23, 2024.
- B. Approval of Project & General Expense Report for the period from April 6, 2024, to May 7, 2024.
- C. Approval of Financial Reports for March 2024 and April 2024.

#### 3. **REGULAR AGENDA**

- A. Resolution 2024-26 – Consideration and Approval of a Professional Service Agreement with SWG, Inc. to provide Construction Inspection Services for the Hidalgo County Irrigation District Number 2 Improvements as part of the 365 Tollway Project.

- B. Resolution 2024-27 – Consideration and Approval of Change Order Number 6 to that Certain Construction Contract with Pulice Construction, Inc. for the 365 Tollway.

#### **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 legal issues pertaining to Change Order Number 5 to that certain contract with Pulice Construction Inc. for the 365 Tollway Project (551.071 T.G.C.)
- B. Consultation with Attorney on legal issues pertaining to the Financial Assistance Agreement with the Texas Department of Transportation for the 365 Tollway Project (551.071 T.G.C.)
- C. Consultation with Attorney on legal issues pertaining to Professional Service Agreements for Engineering, Surveying and Environmental Services to include construction material testing (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.).
- G. Consultation with Attorney on legal issues pertaining to Professional Services Agreements (Section 551.071 T.G.C.).

#### **ADJOURNMENT OF REGULAR MEETING**

#### **CERTIFICATION**

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Directors is a true and correct copy and that I posted a true and correct copy of said notice on the Hidalgo County Regional Mobility Authority Web Page ([www.hcrma.net](http://www.hcrma.net)) and the bulletin board in the Hidalgo County Regional Mobility Authority office (203 W. Newcombe Ave, Pharr, Texas 78577), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 22<sup>nd</sup> day of May 2024 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 members 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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Item 1A

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS  
PLANNING COMMITTEE  
FINANCE COMMITTEE  
TECHNICAL COMMITTEE

  X    
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AGENDA ITEM  
DATE SUBMITTED  
MEETING DATE

  1A    
05/22/2024  
05/28/2024

1. Agenda Item: **REPORT ON PROGRAM MANAGEMENT ACTIVITY FOR 365 TOLLWAY PROJECT AND HIDALGO COUNTY LOOP**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes    No  
Report on 365 Tollway, Section 4, and Section A West and Section C 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:    Approved    Disapproved    None
12. Chief Construction Engineer's Recommendation:   X   Approved    Disapproved    None
13. Executive Director's Recommendation:   X   Approved    Disapproved    None

### **HCRMA Board of Directors**

**S. David Deanda, Jr., Chairman**

**Ezequiel Reyna, Jr., Vice-Chairman**

**Juan Carlos Del Angel, Secretary/Treasurer**

**Gabriel Kamel, Director**

**Francisco "Frank" Pardo, Director**

**Sergio Saenz, Director**

**Michael J. Williamson, Director**

### **HCRMA Administrative Staff**

**Pilar Rodriguez, PE, Executive Director**

**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.**

# Overview

- ❑ 365 TOLL Project Overview
  - + Granjeno Wetland Mitigation Project
- ❑ Segment 4 / Section A West Plan
- ❑ Overweight Permit Summary

## MISSION STATEMENT:

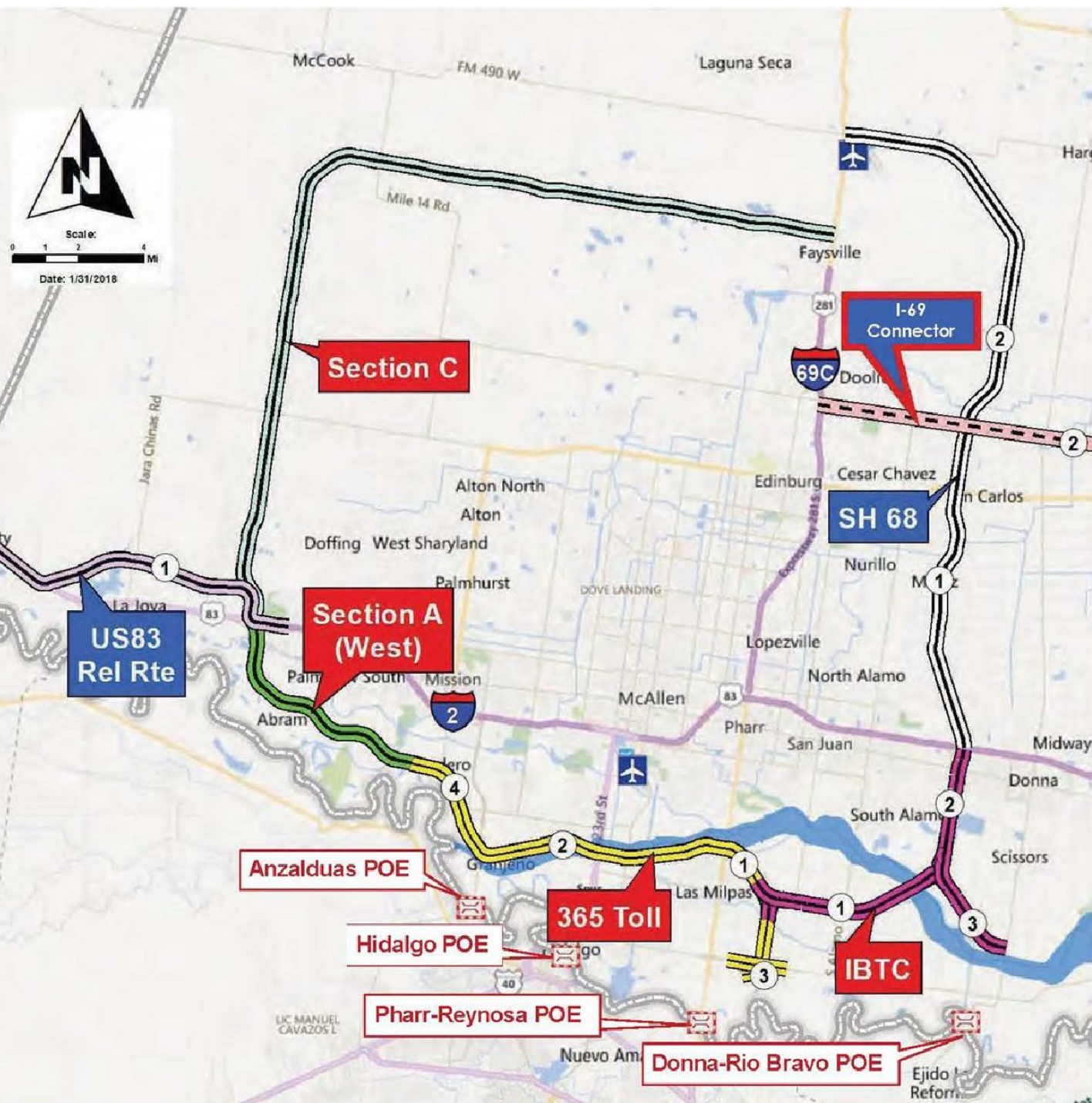
To provide our customers with a rapid and reliable alternative for the safe and efficient movement of people, goods, and services.





# HCRMA STRATEGIC PLAN

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







## HCRMA/TxDOT Strategic Interests in Hidalgo County

### Project

-  0010 IBTC
-  0030 365 TOLL
-  0040 Section A West
-  0050 US 83 Relief Route
-  0060 Section C
-  0070 SH 68
-  FM1925 SH 68 to US 77
-  PH1 FM 491 to US 77
-  PH2 SH 68 to FM 491

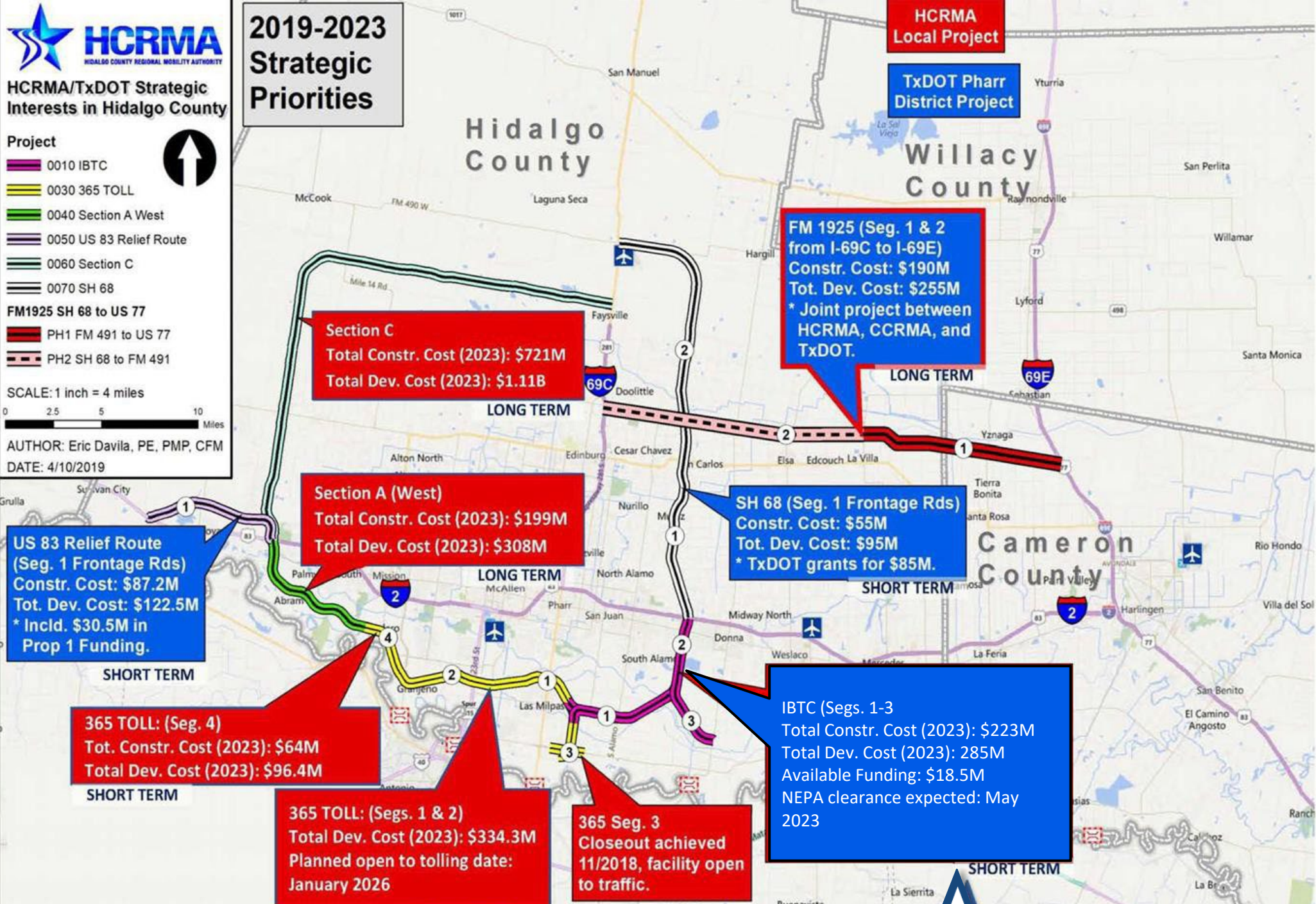
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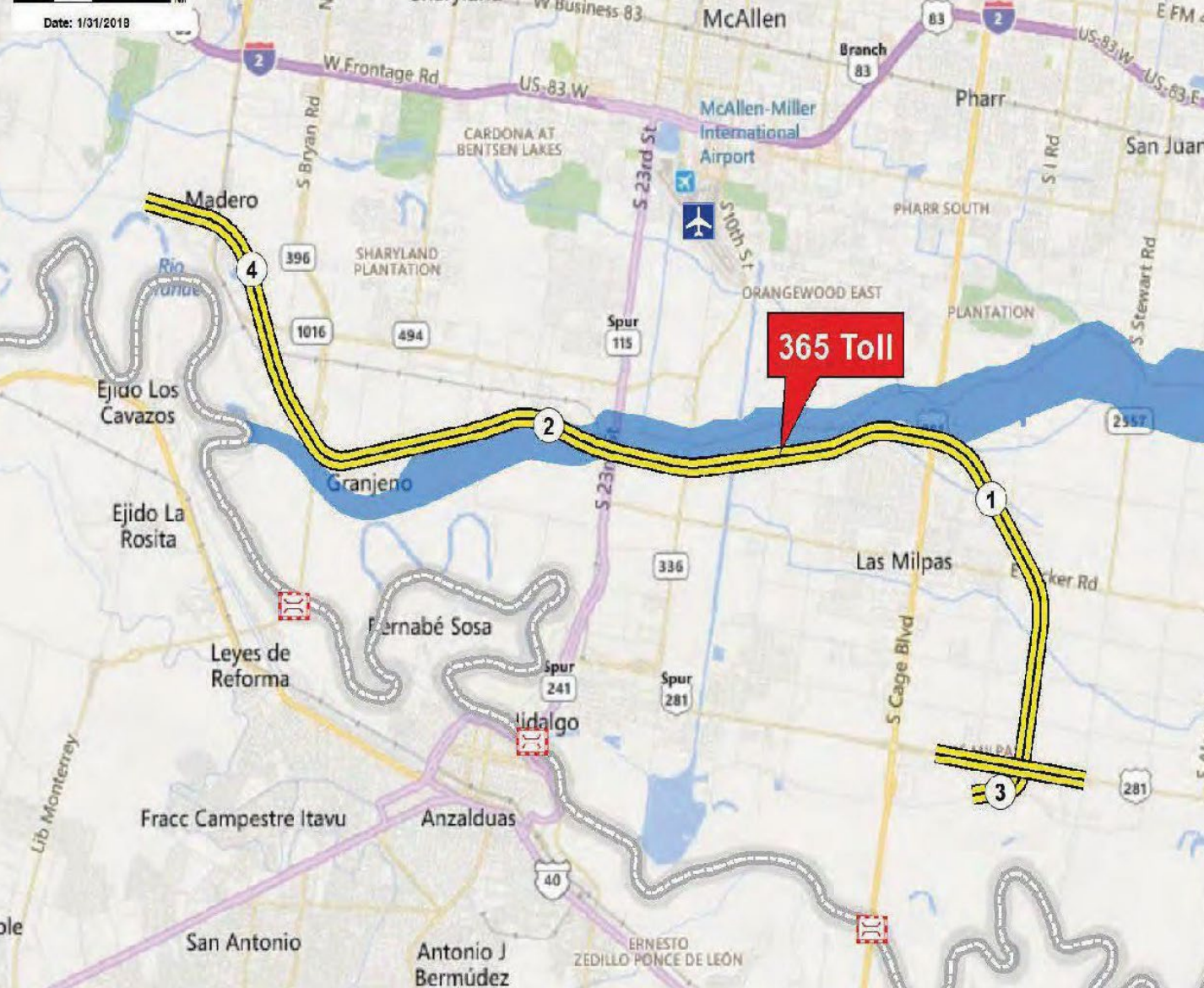
AUTHOR: Eric Davila, PE, PMP, CFM

DATE: 4/10/2019

## 2019-2023 Strategic Priorities







**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**

**LET: 11/2021**

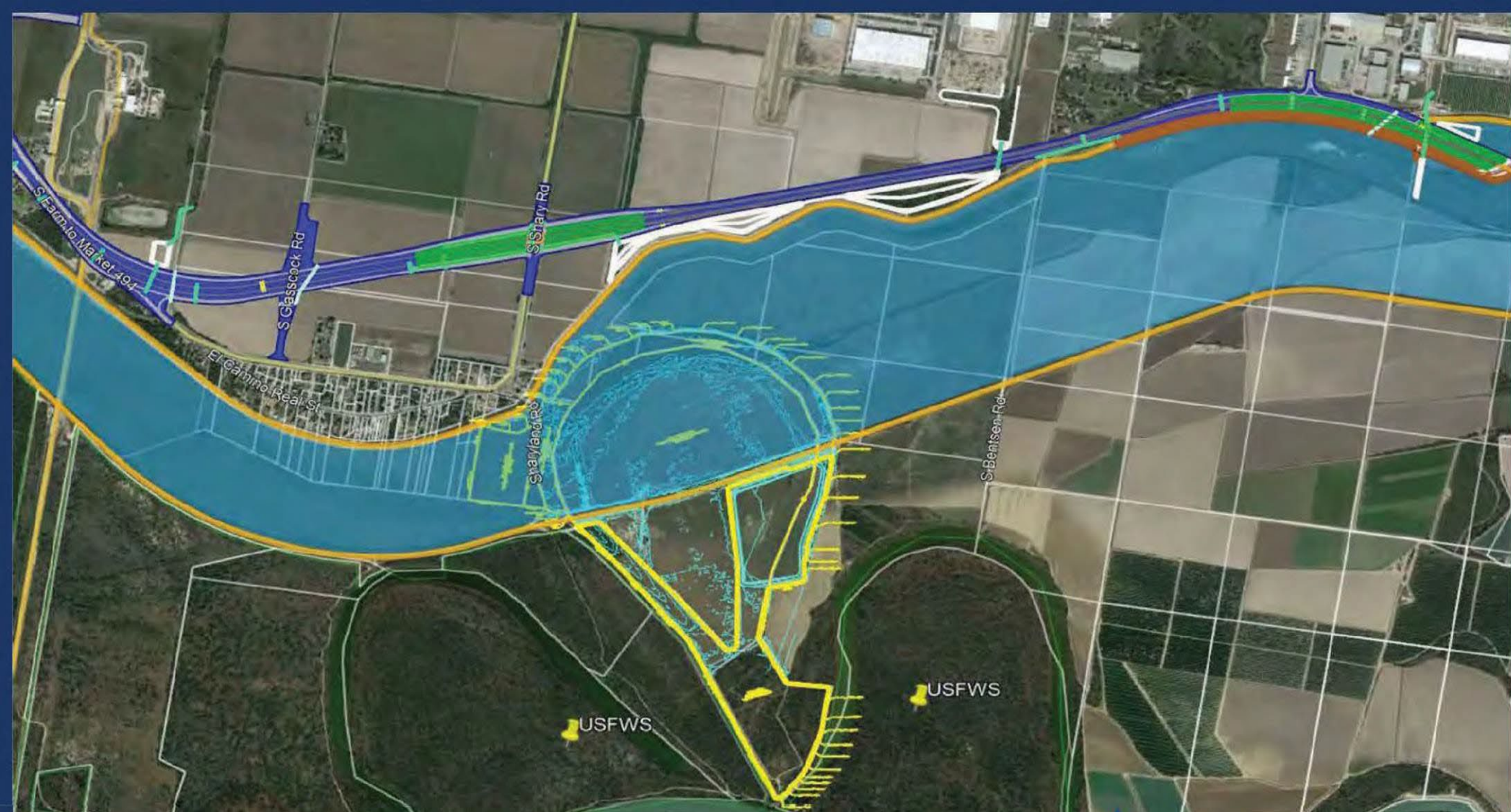
**OPEN: 01/2026**

[SEGS. 1 & 2] LIMITS FROM 0.8 MI. W. FM 396 / ANZ. HWY.  
TO US 281 / BSIF CONNECTOR [365 SEG. 3 COMPLETED]  
[SEG. 4 FUTURE] LIMITS FROM FM 16 / CONWAY  
TO 0.8 MI. W. FM 396 / ANZALDUAS HIGHWAY





# GRANJENO WETLAND MITIGATION SITE





# LETTING:

## PROJECT DETAILS:

The HCRMA Granjeno Wetland Mitigation Site project is for the restoration of 23.88 acres of land, including approximately 17 acres planned specifically for wetland restoration. The project consists of grading and compaction of approximately 19 acres to establish a wetland which includes the placement of a clay liner and plant root zone soil strata. It also includes berm grading and compaction of approximately 6 acres of upland area. The project includes construction of an access driveway and road including maintenance and brush clearing/trimming. The project includes construction of a groundwater well with controls, approximately 3,000 linear feet of pvc distribution pipe, associated equipment, and a security fence.

- ☐ (MANDATORY) In-person or Virtual Attendance Option.

Pre-Bid Meeting: Tuesday, February 20, 2024, 2 P.M. C.S.T.

- ☐ All inquiries submitted by 3:00PM CST on Friday, March 8, 2024. Inquiries beyond this date were not responded to.

☐ Electronic bids via CivCast received until 3:00 P.M. C.S.T., Wednesday, March 13, 2024.

☐ Bid opening date & time: Wednesday, March 13, 2024, Opening 3:05 P.M. C.S.T.

- ☐ 3.26.24 Sole bid: MitRes Services, LLC , Board directive to implement cost saving measures

HCRMA \ HDR discussions on options and efficiencies to bring project back within budget



Thursday, September 14, 2023

Lenguaje inglés ▼

## Specialized Overweight Permits

Hidalgo County allows shippers to securely order specialized overweight permits online. The permits cover travel over the Hidalgo County roads listed below for vehicles weighing no more than the Mexican Legal Weight Limit or 125,000 lbs. For a more detailed explanation, see below.

### Permit Information

The Hidalgo County Regional Mobility Authority (HCRMA) administers the overweight permit corridor system for the Hidalgo County. Overweight permits issued through the HCRMA are only valid for destinations originating from the following points of entry:

- Anzalduas Bridge
- Pharr-Reynosa Bridge
- Donna-Rio Bravo Bridge
- Progreso Bridge

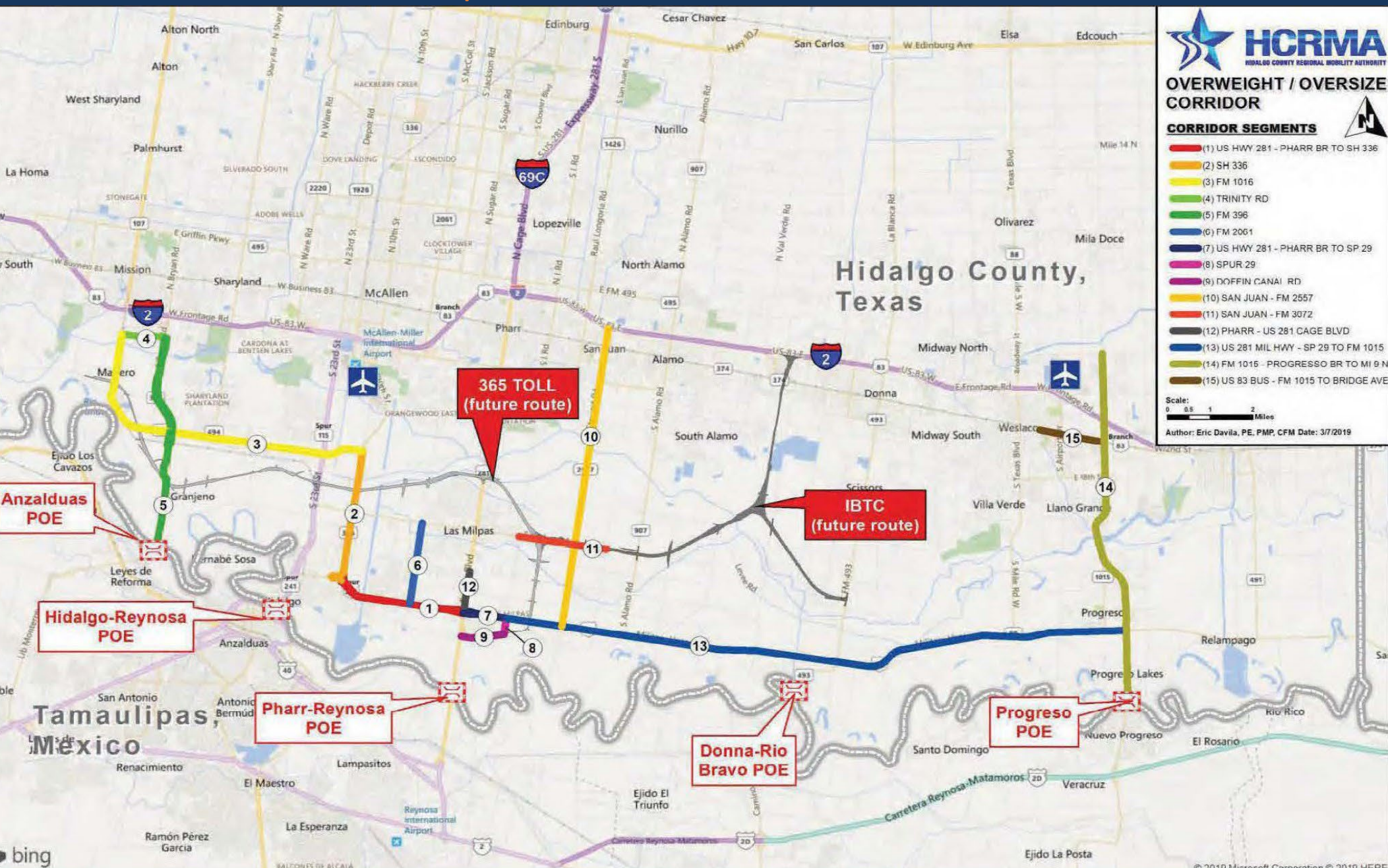
Or for movement on the following roads:

- (1) U.S. Highway 281 between its intersection with Pharr-Reynosa International Bridge and its intersection with State Highway 336.
- (2) State Highway 336 between its intersection with U.S. Highway 281 and its intersection with Farm-to-Market Road 1016.
- (3) Farm-to-Market Road 1016 between its intersection with State Highway 336 and its intersection with Trinity Road.
- (4) Trinity Road between its intersection with Farm-to-Market Road 1016 and its intersection with Farm-to-Market Road 396.
- (5) Farm-to-Market Road 396 between its intersection with Trinity Road and its intersection with the Anzalduas International Bridge.
- (6) Farm-to-Market Road 2061 between its intersection with Farm-to-Market Road 3072 and its intersection with U.S. Highway 281.
- (7) U.S. Highway 281 between its intersection with the Pharr-Reynosa International Bridge and its intersection with Spur 29.
- (8) Spur 29 between its intersection with U.S. Highway 281 and its intersection with Doffin Canal Road.
- (9) Doffin Canal Road between its intersection with the Pharr-Reynosa International Bridge and its intersection with Spur 29.
- (10) FM 2557 (Stewart Road) from US 281/Military Highway to Interstate 2 (US 83).
- (11) FM 3072 (Dicker Road) from Veterans Boulevard ('I' Road) to Cesar Chavez Road.
- (12) Route 12: US 281 (Cage Boulevard) from US 281/Military Highway to Anaya Road.
- (13) US 281/Military Highway from Spur 29 to FM 1015.
- (14) Farm to Market 1015 - Progreso International Bridge to Mile 9 North.
- (15) US 83 Business - Farm to Market 1015 to South Bridge Avenue.

The gross weight of cargo and equipment shall not exceed the allowable permissible axle load, the Mexican Legal Weight Limit or 125,000 lbs, whichever is less, and the dimensions of the load and vehicle shall not exceed 12' wide, 15'6" high, or 110' long.



# OVERWEIGHT / OVERSIZE CORRIDOR SEGMENTS



# ► ACCUMULATED OVERWEIGHT REPORT:

January 14, 2014 - April 30, 2024

Total Permits Issued:	<b>340,363</b>
Total Amount Collected:	<b>\$ 60,088,016</b>
■ Convenience Fees:	<b>\$ 1,179,216</b>
■ Total Permit Fees:	<b>\$ 58,908,800</b>
-Pro Miles:	\$ 1,021,089
-TxDOT:	\$ 50,072,480
-HCRMA	\$ 7,815,231

\*Effective November 13, 2017, permit fee increased from \$80 to \$200



## ► OVERWEIGHT REPORT FOR 2024:

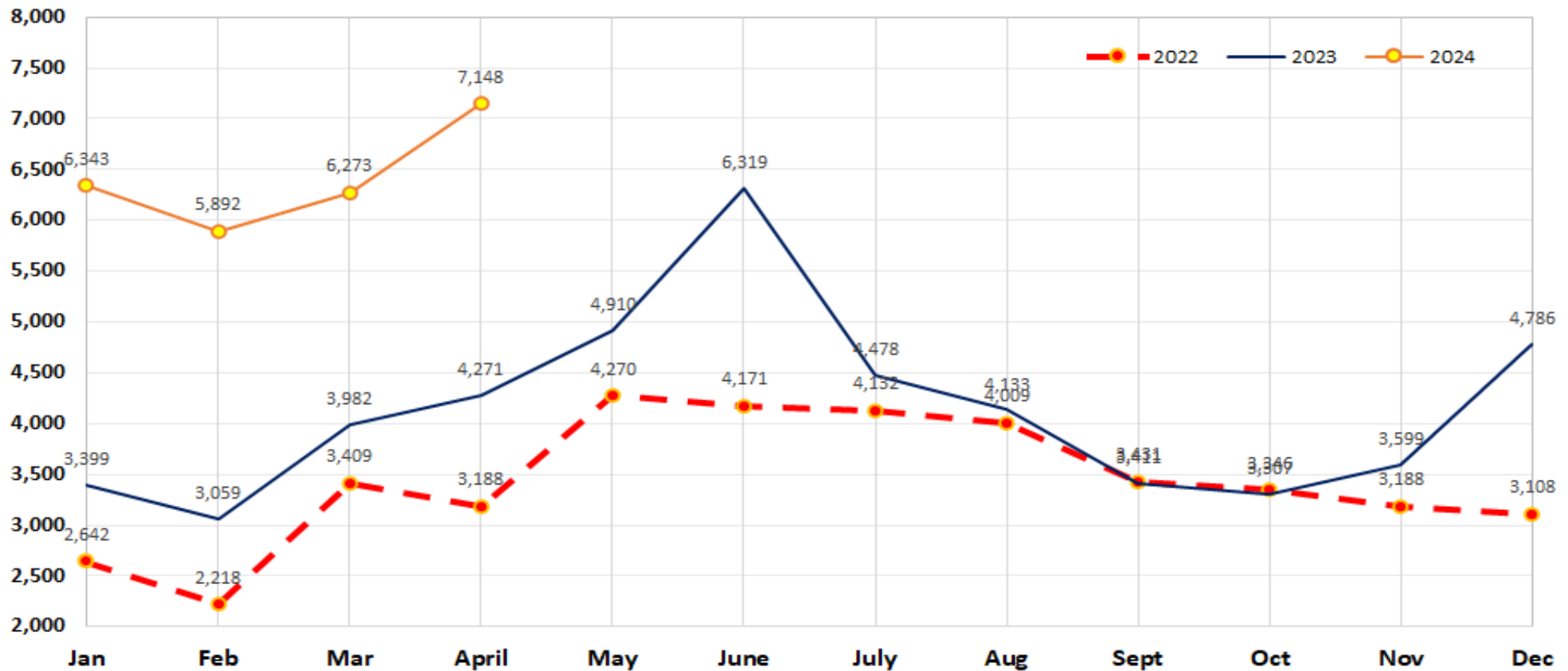
January 1, 2024 - April 30, 2024

Total Permits Issued:	<b>25,656</b>
Total Amount Collected:	<b>\$ 5,243,454</b>
■ Convenience Fees:	<b>\$ 112,254</b>
■ Total Permit Fees:	<b>\$ 5,131,200</b>
-Pro Miles:	<b>\$ 76,968</b>
-TxDOT:	<b>\$ 4,361,520</b>
-HCRMA	<b>\$ 692,712</b>



# JANUARY 1, 2024 – APRIL 30, 2024

Overweight/Oversized Permit Count  
2022 - 2024 Monthly Comparison



## NOTES:

1. The annual accumulated permit count for 2022: 11,457 2023: 14,711 2024: 25,656

Annual increase comparison of: 2022: 14,199 [124%] and 2023:10,945[74.4%]

2. Monthly permit count of 7,148 represents a 67.4% (increase, 2,877) compared to the same month in 2023 (4,271).



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Item 1B



## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS  
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FINANCE COMMITTEE  
TECHNICAL COMMITTEE

  X    
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\_\_\_\_\_  
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  1B    
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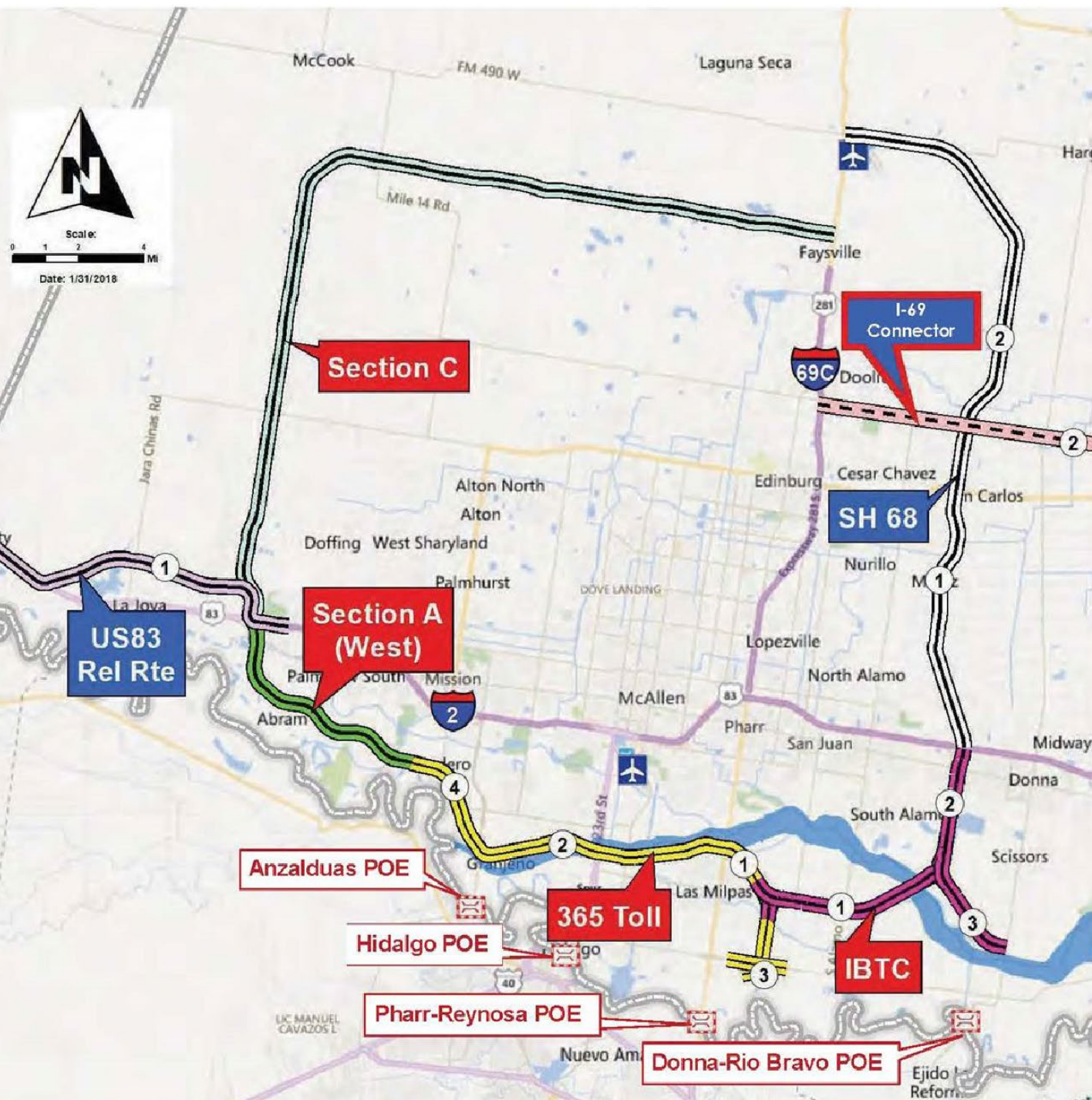
### **General Engineering Consultant**

**HDR Engineering, Inc.**

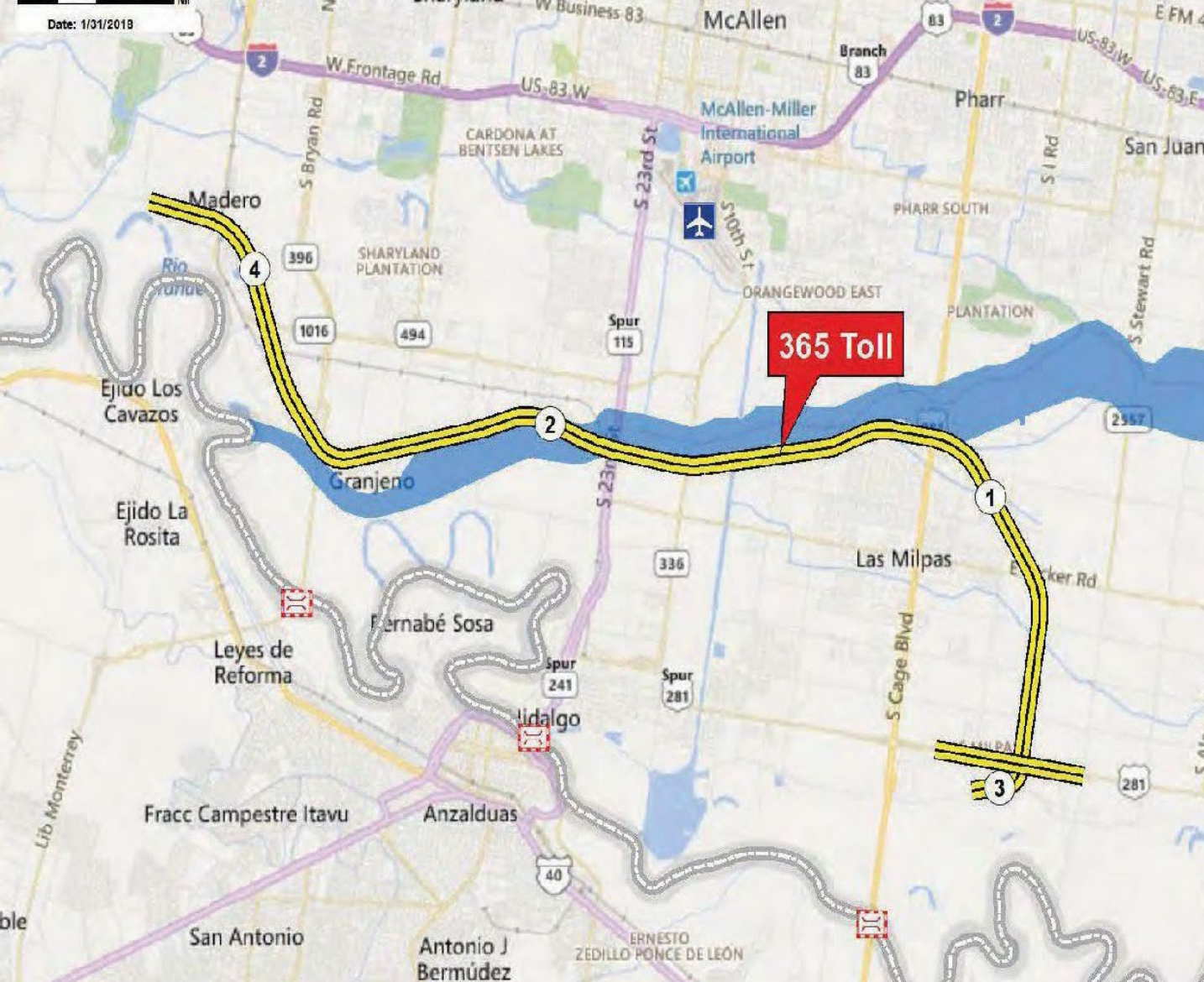


# HCRMA STRATEGIC PLAN

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**07/03/2015**

**100% ROW ACQUIRED**

**PH 1: 365 SEG. 3**

**LET: 08/2015**

**COMPLETED**

**PH 2: 365 TOLL**

**SEGS. 1 & 2**

**LET: 11/2021**

**OPEN: 01/2026**

[SEGS. 1 & 2] LIMITS FROM 0.8 MI. W. FM 396 / ANZ. HWY.  
TO US 281 / BSIF CONNECTOR [365 SEG. 3 COMPLETED]  
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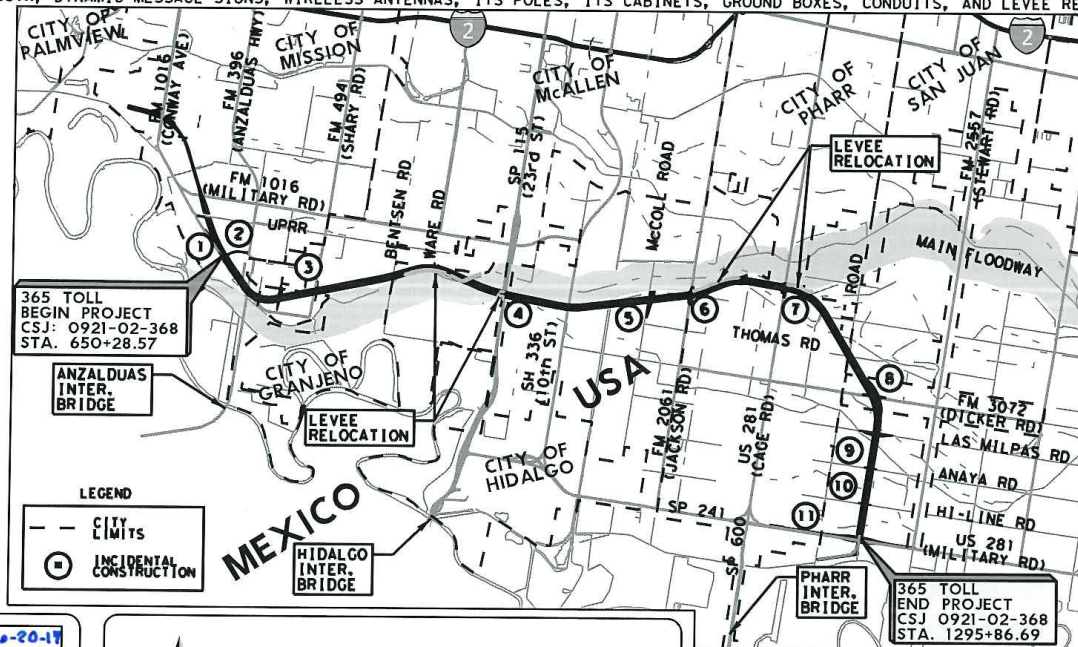


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## 365 TOLL

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

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, PAYMENT 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



	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 (23 <sup>rd</sup> 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

<u>DESIGN SPEED:</u>		<u>RAILROAD CROSSINGS:</u> NONE
MAINLANES	- 70 MPH	<u>EQUATIONS:</u>
FRONTAGE ROADS	- 50 MPH	STA 1080+25.77 BK =
RAMPS	- 50 MPH	STA 1080+00.00 AH
GSA CONNECTOR	- 45 MPH	<u>EXCEPTIONS:</u> NONE
GLASSCOCK ROAD	- 30 MPH	<u>FUNCTION CLASS:</u>
FM 494 (SHARY RD)	- 55 MPH	PRINCIPAL ARTERIAL (FREEWAY)
WARE ROAD	- 30 MPH	<u>BRIDGE:</u>
SP 1123RD ST)	- 55 MPH	TOTAL = 23 BRIDGES
SH 336 (10TH ST)	- 60 MPH	(SEE INDEX SHEET FOR DETAILS)
MCCOLL ROAD	- 60 MPH	
FM 2061 (JACKSON RD)	- 55 MPH	
US 281 (CAGE BLVD)	- 55 MPH	
FM 3072 (DICKER RD)	- 55 MPH	
ANAYA ROAD	- 30 MPH	TDLR INSPECTION SHALL
Hi-line	- 45 MPH	NOT BE 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).



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



**TEDSI INFRASTRUCTURE GROUP**  
Consulting Engineers  
1201 E. Expressway N.  
Mission, Texas 78572  
(956) 474-7300



S&B INFRASTRUCTURE, LTD.  
TEXAS BOARD OF PROFESSIONAL ENGINEERS #: F-158

FM 5012 (DICKER RD)	-	35	MPH
ANAYA ROAD	-	30	MPH
Hi-Line	-	45	MPH



## 365 TOLLWAY COLLECTION SYSTEM INSTALLATION, INTEGRATION and MAINTENANCE PROJECT

SEPTEMBER 8, 2022	-Request for Proposals was released
OCTOBER 3, 2022	-Mandatory Pre-bid meeting was conducted with In-Person or Virtual Attendance option
DECEMBER 9, 2022	-Five Proposals were received for the 365 Toll Collection System, Integration, and Maintenance Project
DECEMBER 16, 2022	-Compliance reviews were conducted of all electronic bids;
FEBRUARY 6, 2023	-Evaluation committee [HCRMA staff and HDR [GEC]] thoroughly reviewed proposals, conducted oral presentations and in accordance with RFP's two-step scoring process
FEBRUARY 14, 2023	-Proposal bid prices opened, evaluated, scored by evaluation committee
FEBRUARY 28, 2023	-First Executive
MARCH 13, 2023	-Second Executive Briefing
MARCH 14, 2023	-Negotiation of contract terms, condition, & BAFO
MARCH 28, 2023	-Award of contract to SICE, Inc. for \$13,980,669 with a score of 905
OCTOBER 28, 2023	-Single Gantry amendment
March 26, 2024	- CO#1 \$645,170 for single gantry implementation



# 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 1<sup>st</sup>)

Independence Day (July 4<sup>th</sup>)

Labor Day (1<sup>st</sup> Monday in the month of September)

Thanksgiving Day and day after (4<sup>th</sup> Thursday and Friday in the month of November);

Christmas Eve and Day (December 24<sup>th</sup> and 25<sup>th</sup>)

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.

# HCRMA 365 TOLL PROJECT CSJ#0921-02-368: CHANGE ORDER SUMMARY

Four (5) approved Changes Order(s): [\$9,711, 974,931 +0 days

CO#1	11/11/2021 entering VECP process	+000 days	\$000,000,000.00	.0%
CO#2	12/21/2021 VECP Plan Revisions	+000 days	\$(14,208,622.30)	(4.80%)
CO#3	04/26/2022 VECP Contractor Risk	+000 days	\$000,000,000.00	(0%)
CO#4	01/24/2023 Drill Shafts	+000 days	\$171,516.59	0.06%
CO#5	06/24/2023 VECP True Realized Savings	+000 days	<span style="color: red;">\$4,325,130.78</span>	1.44%
CO#6	11/29/2023 PLAN REVISIONS \ FIELD CHANGES	+000 days	TBD [PENDING]	

## CHANGE ORDERS:

### Change Order No.1 Summary: November 10, 2021, Resolution 2021-54

- The Primary purpose of Change Order No. 1 is for the HCRMA and contractor to enter a defined VECP proves to reduce the overall cost of the project based on a 30% design furnished by the contractor.
- Cost to the Project include: 30% of 5% of the project savings to the project or direct costs to the contractor, whichever is less. These costs are intended to pay the contractor for design work 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 20, 2021, Resolution 2021-78

- 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 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 2/15/2022, 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.

VECP calculations for Contract Price of	\$281,723,797.95	
VECP Gross Savings	\$38,010,382.63	
Less est. Total Design Cost	\$1,943,648.45	(Schematics + Final Design)
Less Est. Owner’s Fees	\$545,178.43	(GEC, Environmental, T&R Costs)
VECP Net Savings	\$35,521,555.75	
60% Contractor Saving:	\$21,312,933.45	Paid as Progress Payments
40% Owner Savings:	\$14,208,622.30	Reduced from original Project





### Change Order No. 3 Summary: April 26, 2022, Resolution 2022-36

- As provided for Contract Amendment #1 and Change Order No. 2, the Contractor's share of the net savings includes the "Contractor Risk" that the actual costs of implementing the approved VECP concepts in Change Order No. 2 may not result in the saving approved by the parties. To the extent total actual costs exceed the total amount approved, all overages due to errors, oversights, omissions, additions, or corrections to final units, final quantities, or final unit prices or costs increases shall be deducted from Contractor 60% portion of the net savings.
- To the extent actual costs exceed the amounts presented in Exhibit A, Contractor agrees that such overages due to errors, oversight, omission additions, or corrections to final units, quantities or unit pricing shall be deducted from contractor's 60% portion of the net savings (the "Contractor Risk").
- Contractor VECP Savings Payments.

Contractor's share of the savings shall be calculated and paid out as progress payments under the terms of the contract, as follows:

Construction Progress	Proposed Savings Payment
20% Completion	\$4,262,586.69
40% Completion	\$4,262,586.69
60% Completion	\$4,262,586.69
80% Completion	\$4,262,586.69
Final Acceptance	<u>\$4,262,586.69</u>
	<b>\$21,312,933.45</b>

The parties agrees that if the Savings are not apparent or justified during a designated progress period, all, or part of any such Savings Payment, on the recommendation of the General Engineering Consultant, may be (i) deferred to the next progress period or (iii) reduced to reflect the Contractor's Risk for unrealized Savings/overages.

### Change Order No. 4 Summary: January 24, 2023, Resolution 2023-05

Change Order No. 4 removes 1,524LF of Item 416-6005 Drill Shaft (42") introduces 48" drill shafts to incorporate detailed, finalized quantities and unit costs; and establishes State/Federal participation on modified unit costs, assuring compliance with the standard specifications included within the contract. Change Order No. 4 introducing 1,585LF of Item 416-6006 Drill Shaft (48 IN) at a unit cost of \$308.39/LF for a net cost of \$171,516.59 to be fully paid by HCRMA [Owner].

## Change Order No. 5 Summary: June 24, 2023, Resolution 2023-30

In Lieu of \$38,010,382.63 savings, they only can truly account for \$30,565,888. They are claiming that of the \$7,444,494.63 shortfall, only \$3,186,525.45 is from their 60%; additional \$4,257,969.18 are contributable to busts in original plans, design errors and quantity mistakes and are to be attributed to HCRMA contingency[\$ 5,000,000>>\$570,514.23].

- As provided for Contract Amendment #1 and Change Order No. 2, the Contractor's share of the net savings includes the "Contractor Risk" that the actual costs of implementing the approved VECP concepts in Change Order No. 2 may not result in the saving approved by the parties. To the extent total actual costs exceed the total amount approved, all overages due to errors, oversights, omissions, additions, or corrections to final units, final quantities, or final unit prices or costs increases shall be deducted from Contractor 60% portion of the net savings. **The unrealized savings presented are \$2,367,208.20**
  - To the extent actual costs exceed the amounts presented in Exhibit A, Contractor agrees that such overages due to errors, oversight, omission additions, or corrections to final units, quantities or unit pricing shall be deducted from contractor's 60% portion of the net savings (the "Contractor Risk"), **revised shall be \$18,945,725.25**
  - Contractor VECP Savings Payments **are amended, as such:**

Contractor's share of the savings shall be calculated and paid out as progress payments under the terms of the contract, as follows:

Construction Progress	Proposed Savings Payment	Paid Date
**20% Completion	\$4,262,586.69	12/22/22
40% Completion	<del>\$4,262,586.69</del> <b>\$3,670,784.64</b>	
60% Completion	<del>\$4,262,586.69</del> <b>\$3,670,784.64</b>	
80% Completion	<del>\$4,262,586.69</del> <b>\$3,670,784.64</b>	
Final Acceptance	<del>\$4,262,586.69</del> <b>\$3,670,784.64</b>	
	<del>\$21,312,933.45</del> <b>\$18,945,725.25</b>	

**\*\*[\$18,945,725.25 - \$4,262,586.69 = \$14,683,138.56 / 4 = \$3,670,784.64]**

# PROJECT PRODUCTION

## ❑ CAPTURING VECP PACKETS

- 2/8/23 VECP Team met, exchanged concepts, formats
- 3/8/23 VECP meeting formal report submitted
- 4/20/23 VECP concepts completed and negotiations underway
- 7/07/23 New revised baseline schedule
- 7/10/23 CO#5 terms and conditions
- 2/23/24 CO#6 conditions and negotiations

## ❑ FORMAL SUBMITTALS, REVIEW OF DOCUMENTS

- RFIs 188
  - SUBMITTALS 185
- 05/22/2024

## ❑ TESTING [Soils/Concrete]

- Levees / embankment / select fill
- Drill Shafts / Bents / Slab
- Roadway: limed subgrade / Cement Treated base
- MSE backfill
- Irrigation Structures

## ❑ ENVIRONMENTAL JUSTICES [SW3Ps] Archeological sites

## ❑ EMBANKMENT Shary / SH336 / SP115 / Highline/ McColl /Anaya

## ❑ UNDERGROUND WORK Storm Sewer / Irrigation structures / Tolling Conduit

## ❑ LEVEE WORK

## ❑ Bridge Substructure FM494 / Floodway / SP115 / SH336 / McColl / Ditch Bridge / Highline

- BEAMS SET: McColl / Canal Bridge / Floodway/ FM494

## ❑ RETAINING WALLS Highline / Anaya / SP115/ SH336 / Jackson

Business:	HCMA						
Project Name:	365 TOLL PROJECT CSJ:0921-02-368						
Project Description:	GREENFIELD PROJECT, PRINCIPAL ARTERIAL, CONTROLLED ACCESS HIGHWAY, TOLL IMPROVEMENT, CSJ: 0921-02-368						
Prime Contractor:	PULICE CONSTRUCTION, INC.						
Notice to Proceed Date:	2/15/2022						
Construction Start Date:	3/17/2022						
Awarded Project Amount:	\$ 295,932,420.25						
Net Change by Change Orders:	\$ (30,806,331.66)						
Authorized Project Amount:	\$ 265,126,088.59						
% Complete Paid Awarded Amount:	40.559						
% Complete Paid Authorized Amount:	45.272						
Payment History:							
Payment Number	Pay Period Start	Pay Period End	Payment Amount	Payment To Date	Payment Status	MONTHLY %	ACCUM %
26	4/16/2024	5/15/2024	\$ 2,271,351.76	\$ 122,298,857.94	Pending	0.857	46.129
25	3/16/2024	4/15/2024	\$ 5,798,909.13	\$ 120,027,506.18	Paid	2.187	45.272
24	2/16/2024	3/15/2024	\$ 2,969,884.58	\$ 114,228,597.05	Paid	1.120	43.085
23	1/16/2024	2/15/2024	\$ 4,352,674.67	\$ 111,258,712.47	Paid	1.642	41.964
22	12/16/2023	1/15/2024	\$ 3,798,704.58	\$ 106,906,037.80	Paid	1.433	40.323
21	11/16/2023	12/15/2023	\$ 7,678,808.97	\$ 103,107,333.22	Paid	2.896	38.890
20	10/16/2023	11/15/2023	\$ 6,172,155.46	\$ 95,428,524.25	Paid	2.328	35.994
19	9/16/2023	10/15/2023	\$ 5,115,697.33	\$ 89,256,368.79	Paid	1.930	33.666
18	8/16/2023	9/15/2023	\$ 7,157,089.08	\$ 84,140,671.46	Paid	2.700	31.736
17	7/16/2023	8/15/2023	\$ 5,532,158.94	\$ 76,983,582.38	Paid	2.087	29.037
16	6/16/2023	7/15/2023	\$ 2,803,225.26	\$ 71,451,423.44	Paid	1.057	26.950
15	5/16/2023	6/15/2023	\$ 2,402,150.75	\$ 68,648,198.18	Paid	0.906	25.893
14	4/16/2023	5/15/2023	\$ 1,672,812.23	\$ 66,246,047.43	Paid	0.631	24.987
13	3/16/2023	4/15/2023	\$ 2,302,505.87	\$ 64,573,235.20	Paid	0.868	24.356
12	2/16/2023	3/15/2023	\$ 1,571,621.63	\$ 62,270,729.33	Paid	0.593	23.487
11	1/16/2023	2/15/2023	\$ 1,519,297.77	\$ 60,699,107.70	Paid	0.573	22.894
10	12/16/2022	1/15/2023	\$ 943,705.68	\$ 59,179,809.93	Paid	0.356	22.321
9	11/15/2022	12/15/2022	\$ 8,892,613.75	\$ 58,236,104.25	Paid	3.354	21.965
8	10/15/2022	11/14/2022	\$ 4,085,602.35	\$ 49,343,490.50	Paid	1.541	18.611
7	9/16/2022	10/14/2022	\$ 1,427,873.36	\$ 45,257,888.15	Paid	0.539	17.070
6	8/19/2022	9/15/2022	\$ 657,136.92	\$ 43,830,014.79	Paid	0.248	16.532
5	7/20/2022	8/18/2022	\$ 378,458.17	\$ 43,172,877.87	Paid	0.143	16.284
4	6/21/2022	7/19/2022	\$ 2,793,575.17	\$ 42,794,419.70	Paid	1.054	16.141
3	6/1/2022	6/20/2022	\$ 2,336,832.39	\$ 40,000,844.53	Paid	0.881	15.087
2	5/1/2022	5/31/2022	\$ 14,029,200.82	\$ 37,664,012.14	Paid	5.292	14.206
1	2/15/2022	4/30/2022	\$ 23,634,811.32	\$ 23,634,811.32	Paid	8.915	8.915
Total:			\$ 122,298,857.94				
MOH	TOTAL VALUE	RECOVERED VALUE		REMAINING VALUE			
	\$33,119,766.39	\$ 10,031,351.32		\$ 23,088,415.17			

General Information

Project

Work Type  
Heavy Highway

Location



Texas Parks & Wildlife, CONANP, Esri, Tom... Powered by Esri

Coordinates  
26.14052384945899, -98.24062242016183

Location  
FM-396 (ANZALDUAS HIGHWAY) TO US-281 MILITARY HIGHWAY

Management

Prime Contractor  
PULICE CONSTRUCTION, INC.

Project Manager  
Ramon Navarro, IV., P.E.

Managing Office  
HCRMA Construction Department

Awarded Amount  
\$295,932,420.25

Authorized Amount  
\$265,126,088.59

Approved Changes  
-\$30,806,331.66

Description

GREENFIELD PROJECT, PRINCIPAL ARTERIAL, CONTROLLED ACCESS HIGHWAY, TOLL IMPROVEMENT, CSJ: 0921-02-368

Amount Paid

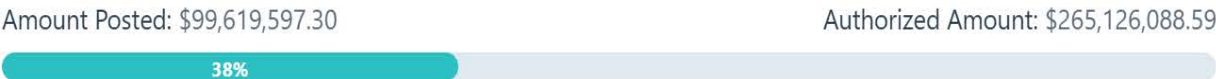
Amount paid so far  
\$120,027,506.18



Important Dates

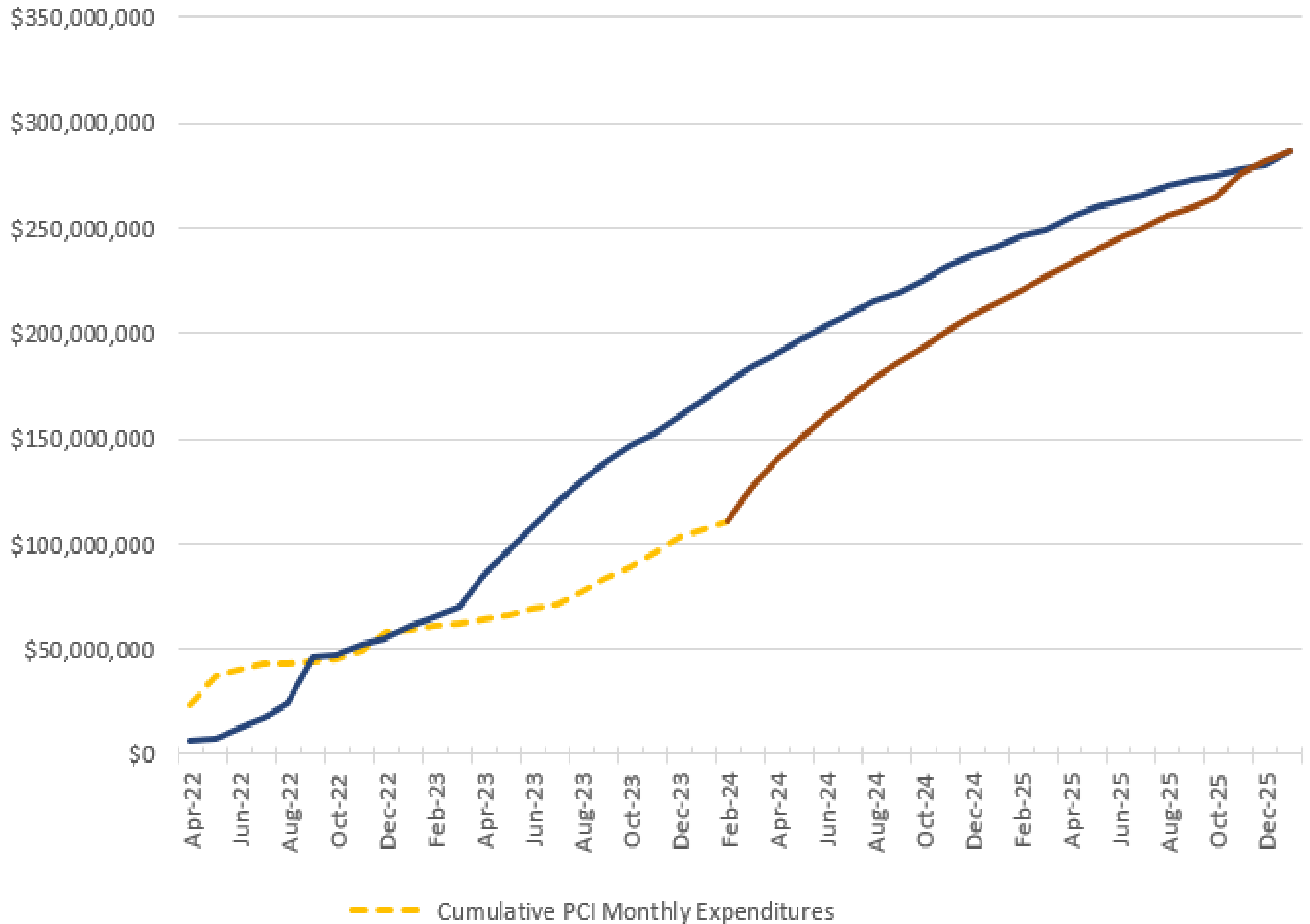
Date Created	Notice to Proceed	Construction Start	Work Completion
Apr 22, 2022	Feb 15, 2022	Mar 17, 2022	Sep 22, 2025

Progress



# HCRMA 365

## Phase II Contractor Actual & Planned Expenditures









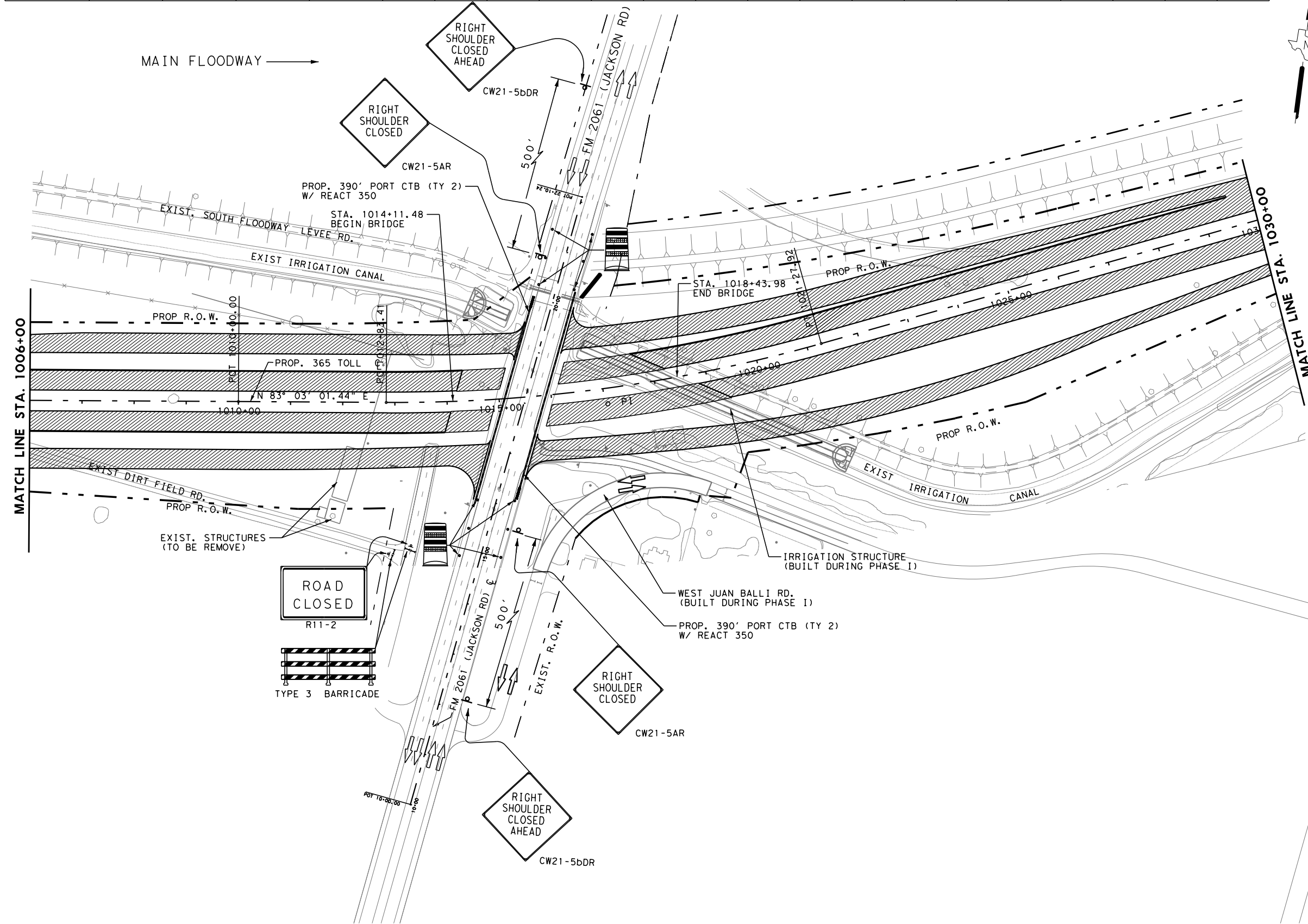









# GRANJENO / ANZALDUAS (LOOKING EAST)





[illegible]

LEGEND	
	CONSTRUCTION PHASE
<b>A</b>	WORK ZONE PVMT MARK (NON-REM) 4" WHITE SOLID
<b>B</b>	WORK ZONE PVMT MARK (NON-REM) 4" YELLOW SOLID
<b>B B</b>	WORK ZONE PVMT MARK (NON-REM) 4" DOUBLE YELLOW SOLID W/ ONE TY II-A-A PAVMENT MARKER SPACED AT EVERY 40'
<b>C</b>	WORK ZONE PVMT MARK (REM) 4" WHITE SOLID
<b>D</b>	WORK ZONE PVMT MARK (REM) WHITE 4" (DOT)
<b>E E</b>	WORK ZONE PVMT MARK (REM) 4" DOUBLE YELLOW SOLID W/ ONE TY II-A-A PAVMENT MARKER SPACED AT EVERY 40'
<b>F</b>	WORK ZONE PVMT MARK (REM) 4" YELLOW (DOT)
<b>G</b>	WORK ZONE PVMT MARK (NON-REM) 24" WHITE SOLID
<b>H</b>	WORK ZONE PVMT MARK (NON-REM) 8" WHITE SOLID
<b>I</b>	WORK ZONE PVMT MARK (REM) 8" WHITE (DOT)
<b>J</b>	WORK ZONE PVMT MARK (NON-REM) 4" WHITE BROKEN W/ TWO TY I-C PAVMENT MARKER SPACED AT EVERY 40'
	DIRECTION OF TRAFFIC FLOW
	TYPE 3 BARRICADE
	CHANNELIZING DEVICE
	CONSTRUCTION SIGN

NOTE: CONTRACTOR SHALL USE AN EXPERIENCE FLAGGER  
WHENEVER WORK INVOLVES PUBLIC ROAD TRAFFIC.

NOTES:

1. REFER TO TYPICAL SECTIONS FOR SIDE SLOPES. THE CONTRACTOR WILL SHOULDER UP DAILY.
2. FOR CHANNELIZING DEVICE SPACING AND TAPER LENGTHS. SEE PHASE II DETOUR LAYOUTS AS PER BC(9)-14 STANDARDS.
3. FOR SIGN SPACING, SEE BC (2)-14.



Professional Engineer  
9/12/17



**PROGRAM MANAGEMENT CONSULTANT**  
**DANNENBAUM**  
**ENGINEERING CORPORATION**  
T.B.P.E. FIRM REGISTRATION #392  
1109 NOLANA LOOP, STE 280 MCALLEN, TX 78504 (956) 682-3677



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

365 TOLL PHASE II-STAGE 1  
TRAFFIC CONTROL PLAN  
LAYOUT SHEETS  
STA. 1006+00 TO STA. 1030+00

**SCALE:**

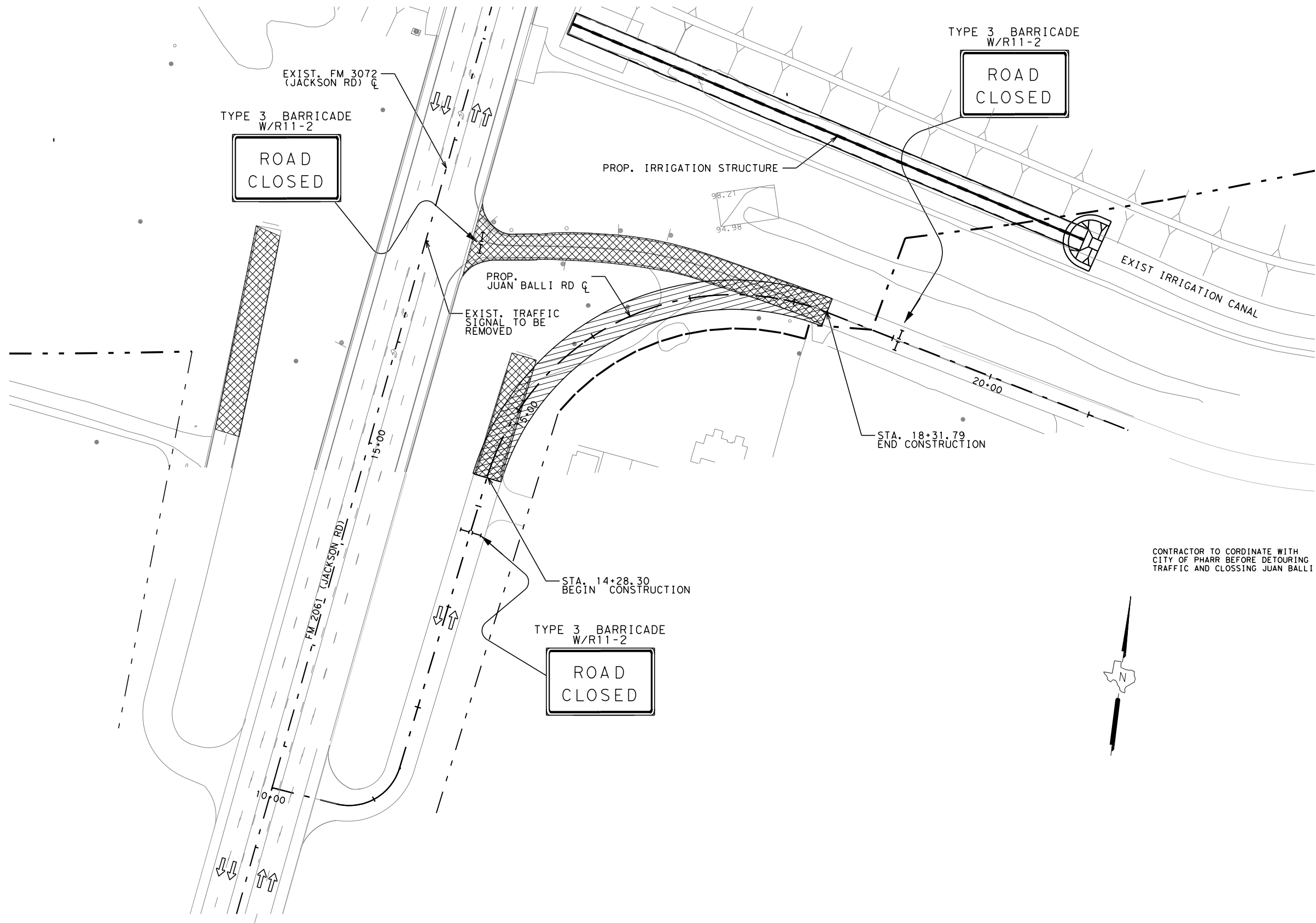
**HOR: 1" = 100'**

SERIAL "A" 0200

SHEET 11 OF 23

DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		0921	02	368	365 TOLL
DW:					
CK DW:		DIST	COUNTY		SHEET NO.
TR:		PHR	HIDALGO		202
CK TR:					

DATE: 6/13/2017 4:11:40 PM  
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LEGEND	
CONSTRUCTION PHASE	
[A]	WORK ZONE PVT MARK (NON-REM) 4" WHITE SOLID
[B]	WORK ZONE PVT MARK (NON-REM) 4" YELLOW SOLID
[B/B]	WORK ZONE PVT MARK (NON-REM) 4" DOUBLE YELLOW SOLID W/ ONE TY II-A-A PAVMENT MARKER SPACED AT EVERY 40'
[C]	WORK ZONE PVT MARK (REM) 4" WHITE SOLID
[D]	WORK ZONE PVT MARK (REM) WHITE 4" (DOT)
[E/E]	WORK ZONE PVT MARK (REM) 4" DOUBLE YELLOW SOLID W/ ONE TY II-A-A PAVMENT MARKER SPACED AT EVERY 40'
[F]	WORK ZONE PVT MARK (REM) 4" YELLOW (DOT)
[G]	WORK ZONE PVT MARK (NON-REM) 24" WHITE SOLID
[H]	WORK ZONE PVT MARK (NON-REM) 8" WHITE SOLID
[I]	WORK ZONE PVT MARK (REM) 8" WHITE (DOT)
[J]	WORK ZONE PVT MARK (NON-REM) 4" WHITE BROKEN W/ TWO TY I-C PAVMENT MARKER SPACED AT EVERY 40'
[→]	DIRECTION OF TRAFFIC FLOW
[BARRICADE]	TYPE 3 BARRICADE
[CD]	CHANNELIZING DEVICE
[CS]	CONSTRUCTION SIGN

NOTE: CONTRACTOR SHALL USE AN EXPERIENCE FLAGGER WHENEVER WORK INVOLVES PUBLIC ROAD TRAFFIC.

NOTES:

- REFER TO TYPICAL SECTIONS FOR SIDE SLOPES. THE CONTRACTOR WILL SHOULDER UP DAILY.
- FOR CHANNELIZING DEVICE SPACING AND TAPER LENGTHS. SEE PHASE II DETOUR LAYOUTS AS PER BC (9)-14 STANDARDS.
- FOR SIGN SPACING, SEE BC (2)-14.

CONTRACTOR TO COORDINATE WITH CITY OF PHARR BEFORE DETOURING TRAFFIC AND CLOSING JUAN BALLI RD.



PROGRAM MANAGEMENT CONSULTANT  
**DANNENBAUM**  
ENGINEERING CORPORATION  
T.B.P.E. FIRM REGISTRATION #392  
1109 NOLANA LOOP, STE 200 MCALLEN, TX 78504 (956) 682-3677



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TEXAS BOARD OF PROFESSIONAL ENGINEERS #F-1582

365 TOLL PHASE I-STAGE 3  
TRAFFIC CONTROL PLAN  
PROPOSED JUAN BALLI  
RECONST. DETAILS

SCALE: HOR: 1" = 100'		SHEET 9 OF 9	
DN:	CONT	SECT	HIGHWAY
CK DN:	0921	02	368
TR:	DIST	COUNTY	SHEET NO.
CK TR:	PHR	HIDALGO	191










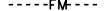





SHEET SUMMARY																						
STATION LIMITS LOCATION	ITEM 508	ITEM 512	ITEM 512	ITEM 512	PAVEMENT MARKINGS (ITEM 662)										ITEM 677							
	CONSTRUCTING DETOURS  (STA)	PORT CTB (FUR & INST) (SNGL SLP) (TY 1) (LF)	PORT CTB (MOVE) (SNGL SLP) (TY 1) (LF)	PORT CTB (STKPL) (SNGL SLP) (TY 1) (LF)	NON-REMOVABLE						REMOVABLE				ELIMINATING EXISTING PAVEMENT MARKINGS							
					4"WHITE SOLID (LF)	8"WHITE SOLID (LF)	24"WHITE SOLID (LF)	WORD (EA)	ARROW (EA)	4"YELLOW SOLID (LF)	4"YELLOW BROKEN (LF)	4"WHITE (DOT) (LF)	4"WHITE SOLID (LF)	4"YELLOW (DOT) (LF)	4"YELLOW SOLID (LF)	4"PAV'MT MARKINGS (LF)	8"PAV'MT MARKINGS (LF)	12"PAV'MT MARKINGS (LF)	24"PAV'MT MARKINGS (LF)	WORD (EA)	ARROW (EA)	
JUAN BALLI RD											806											
TOTAL											806											

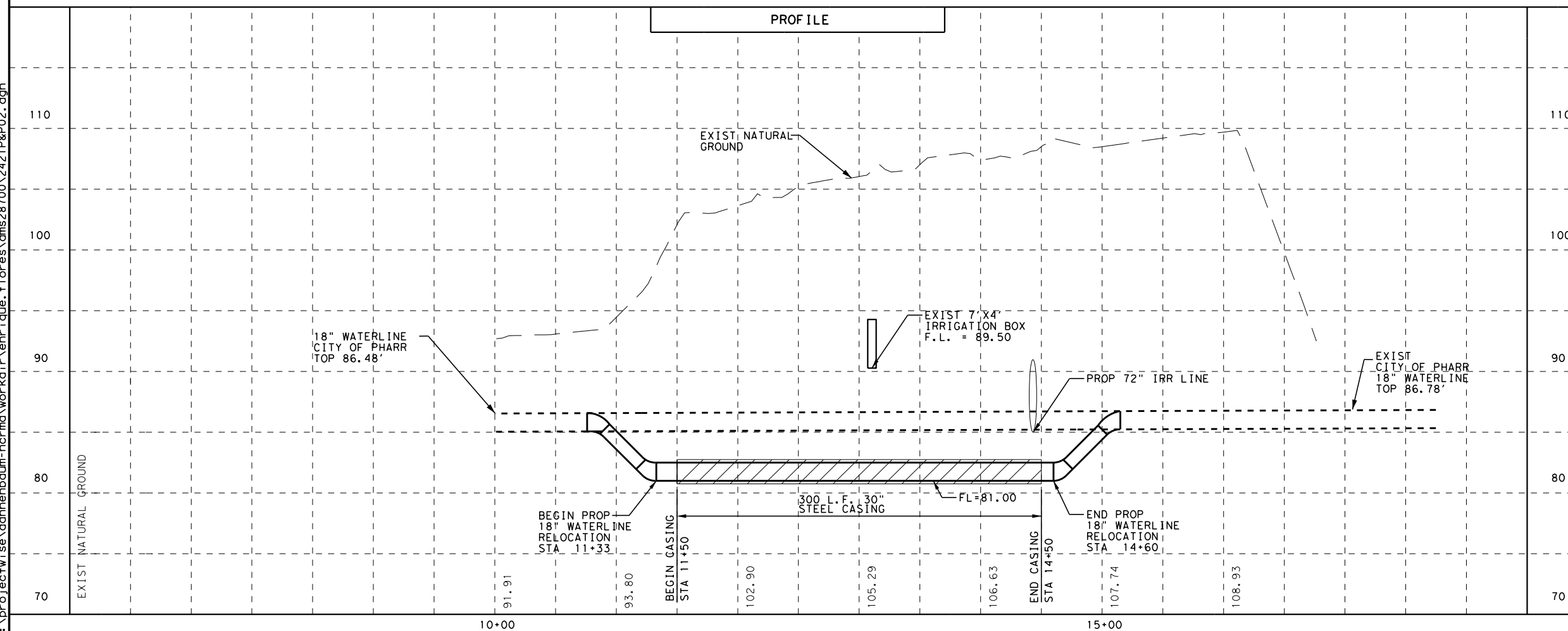
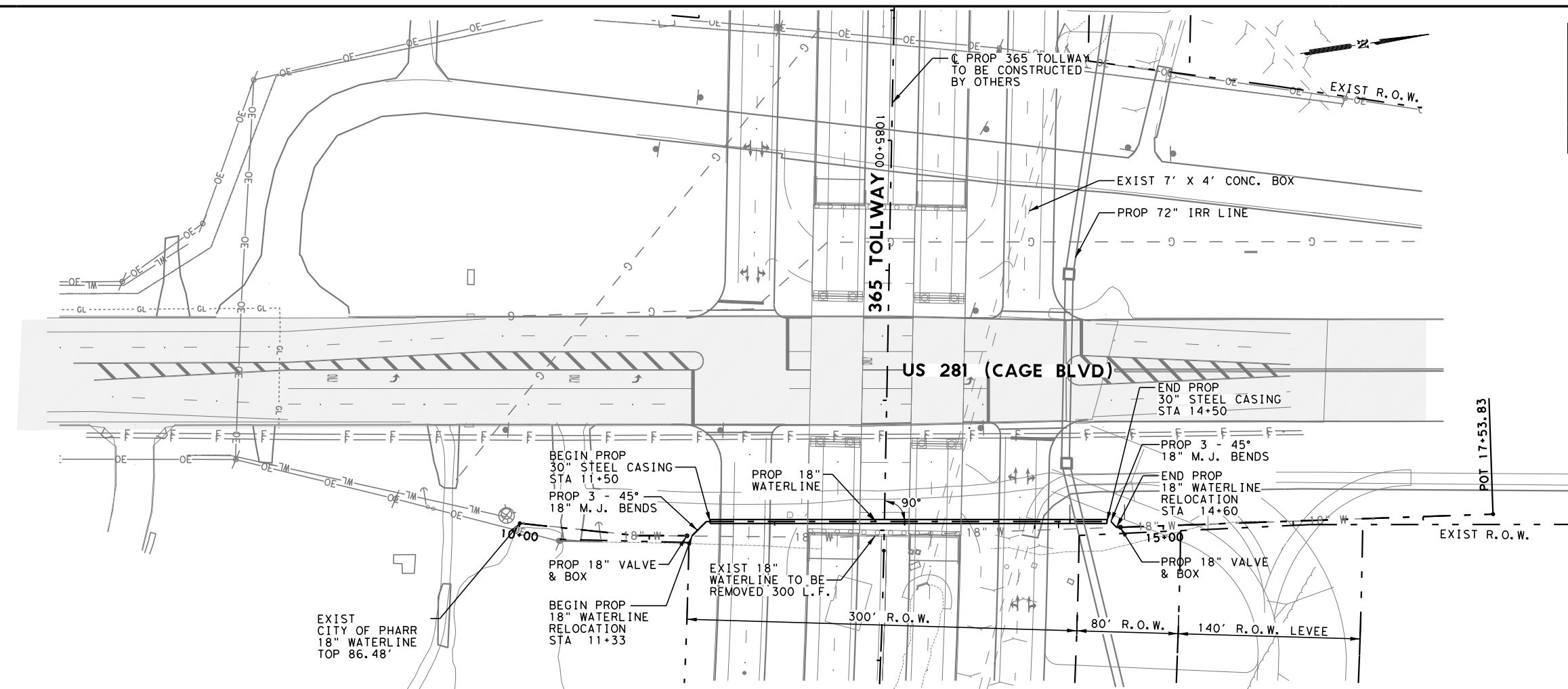




SHEET SUMMARY			
ITEM	DESCRIPTION	UNIT	QTY
402	TRENCH EXCAVATION PROTECTION	LF	300
5002	18" VALVE AND BOX	EA	2
5002	18" PVC WATERLINE DR 18 C900	LF	360
476	JACK BORE 30" STEEL CASING	LF	300
5002	18" 45° MJ BEND	EA	6
496	REMOVE STR PIPE	LF	300

### LEGEND

- |   |                                     |
|---|-------------------------------------|
|  | C. OF ALIGNMENT                     |
|  | R. O. W.                            |
|  | EDGE OF ROAD/PAVEMENT               |
|  | WATERLINE                           |
|  | EXIST CLOSED BOARDED FENCE          |
|  | EXIST SANITARY SEWER LINE           |
|  | EXIST GAS LINE                      |
|  | EXIST UNDERGROUND<br>TELEPHONE LINE |
|  | EXIST FORCE MAIN LINE               |
|  | EXIST FIBER OPTIC LINE              |
|  | EXIST OVERHEAD<br>ELECTRICAL LINE   |
|  | EXIST FIRE HYDRANT                  |
|  | EXIST SIGN                          |
|  | EXIST GUY WIRE                      |
|  | EXIST UTILITY POLE                  |



**PROGRAM MANAGEMENT CONSULTANT**  
**DANNENBAUM**  
**ENGINEERING CORPORATION**  
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1109 NOLANA LOOP, STE 208 MCALLEN, TX 78504 (956) 682-3677



S&B INFRASTRUCTURE, LTD.  
TEXAS BOARD OF PROFESSIONAL ENGINEERS #: F-158

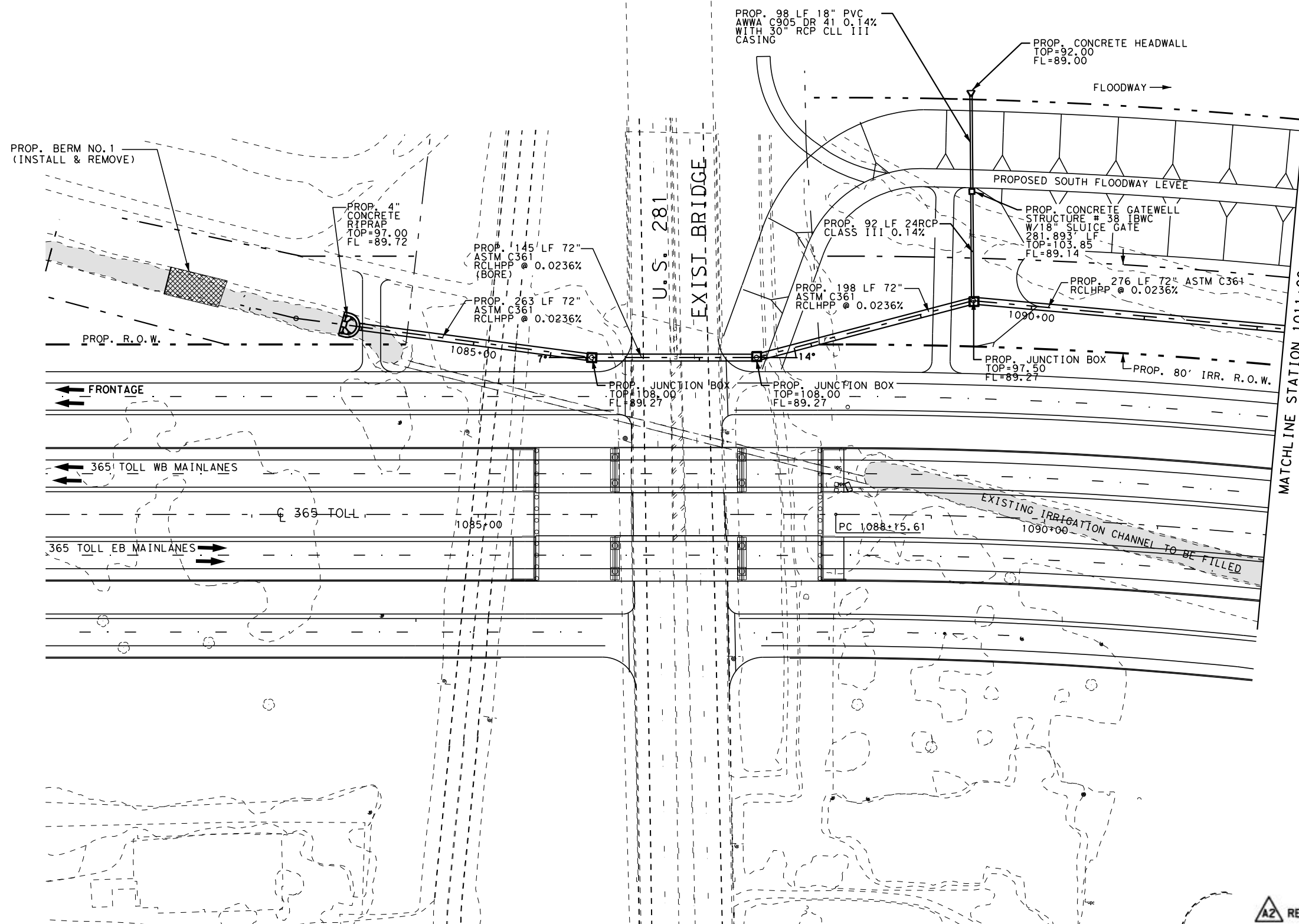
365 TOLL  
CAGE BLVD (US 281  
18" WATERLINE  
RELOCATION  
STA. 1087+93

SCALE:  
HOR: 1" = 100'  
VER: 1" = 10'

SHEET 1 OF 1

DN#	CONT	SECT	JOB	HIGHWAY
CK DN#	0921	02	368	365 TOLL
DN#				
CK DN#	DIST	COUNTY		SHEET NO.
TR#	PHR	HIDAI GO		122
CK TR#				

INSTALL TEMP. BERM AND MAKE CONNECTIONS  
TO EXISTING IRRIGATION CANAL AT BOTH SIDES

[illegible]

- NOTES:**
1. THE CONTRACTOR WILL COORDINATE WITH H.C.I.D. NO.2 AND ENGINEER 48 HOURS PRIOR TO COMMENCING ANY WORK AND PROVIDE SEQUENCE OF CONSTRUCTION STRUCTURES. SONNY HINOJOSA - (956) 787-1422.
  2. THE CONTRACTOR SHALL CONFIRM THAT CONFLICTS WITH EXISTING UTILITIES HAVE BEEN RESOLVED IN ADVANCE OF CONSTRUCTION. DAMAGES CAUSED BY OR TO EXISTING UTILITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
  3. ALL PVC ELBOWS, AND CONNECTIONS SHALL BE SUBSIDIARY TO PERTINENT BID ITEMS.
  4. PROPOSED INSTALLATION AND REMOVAL OF BERMS AND PUMPING WATER WILL BE SUBSIDIARY TO ITEM 464.
  5. ALL WORK MUST BE COMPLETED WITH 48 HOURS OF ANY SHUTDOWN.



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

PROPOSED IRRIGATION  
BYPASS AT  
US 281 (CAGE BLVD)  
STA 1001+27 TO STA 1011+00

SCALE: 1" = 100' SHEET 1 OF 3

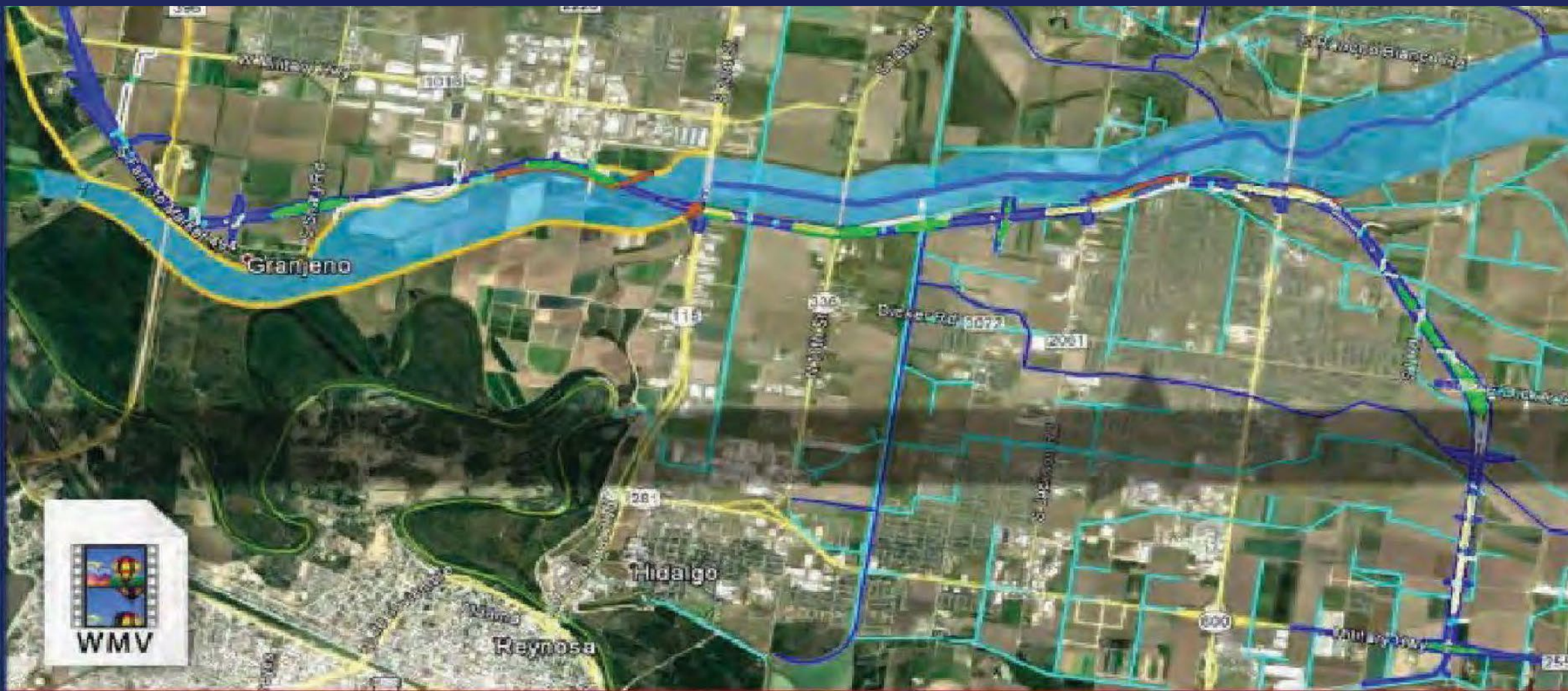
DN <sub>1</sub>	CONT	SECT	JOB	HIGHWAY
CK DN <sub>1</sub>	0921	02	368	365 TOLL
DN <sub>2</sub>	DIST	COUNTY		SHEET NO.
CK DN <sub>2</sub>	PHR	HIDALGO		121
TR <sub>1</sub>				
CK TR <sub>1</sub>				

DATE: 9/25/2017 10:24:51 AM  
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**A2** REVISED 10/20/2017

**This sheet was not changed as part of the VECF design process and remains in its original IFC state.**





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Item 2A



## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS  
PLANNING COMMITTEE  
FINANCE COMMITTEE  
TECHNICAL COMMITTEE

  X    
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AGENDA ITEM  
DATE SUBMITTED  
MEETING DATE

  2A    
 05/21/2024   
 05/28/2024 

1. Agenda Item: **APPROVAL OF MINUTES FOR THE BOARD OF DIRECTOR'S REGULAR MEETING HELD APRIL 23, 2024.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes    No  
Approval of Minutes for the Hidalgo County Regional Mobility Authority Board of Directors Regular Meeting held April 23, 2024.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:    Yes    No   X   N/A
5. Staff Recommendation: **Motion to approve the minutes for the Board of Director's Regular Meeting held on April 23, 2024.**
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:    Approved    Disapproved   X   None
12. Executive Director's Recommendation:   X   Approved    Disapproved    None

**STATE OF TEXAS**  
**COUNTY OF HIDALGO**  
**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

The Hidalgo County Regional Mobility Authority Board of Directors convened for a Workshop and Regular Board Meeting on Tuesday, April 23, 2024, at 5:30 pm at the Pharr City Hall, 2nd Floor City Commission Chambers, 118 S. Cage, Blvd, Pharr, TX 78577, with the following participating:

Board Members:	Ezequiel Reyna, Vice-Chairman Juan Carlos Del Ángel, Secretary/Treasurer Frank Pardo, Director Gabriel Kamel, Director Sergio Saenz, Director Michael Williamson, Director
Absent:	David Deanda, Jr., Chairman
Staff:	Pilar Rodriguez, Executive Director Ramon Navarro, Chief Construction Engineer Celia Gaona, Chief Auditor/Compliance Officer Jose Castillo, Chief Financial Officer Maria Alaniz, Executive Assistant Richard Cantu, Law Office of Richard Cantu, Legal Counsel Richard Ramirez, Hilltop Securities, Financial Advisor

**PLEDGE OF ALLEGIANCE**

Vice-Chairman Reyna led the Pledge of Allegiance.

**INVOCATION**

Mrs. Maria Alaniz led the invocation.

**CALL TO ORDER OF A WORKSHOP AT 5:32 P.M.**

1. Review of Fiscal Year 2023 Financial Statement and Independent Auditors Report for the Hidalgo County Regional Mobility Authority.  
*Mr. Luis Lopez, Burton McCumber & Longoria, reviewed the Fiscal Year 2023 Financial Statement and Independent Auditors Report for the Hidalgo County Regional Mobility Authority.*
2. Review of Fiscal Year 2023 Annual Compliance Report for the Hidalgo County Regional Mobility Authority.  
*Pilar Rodriguez reviewed the Fiscal Year 2023 Annual Compliance Report for the Hidalgo County Regional Mobility Authority.*

3. Review of the Quarterly Investment Report for the Period Ending March 31, 2024.  
*Pilar Rodriguez reviewed the Quarterly Investment Report for the period ending March 31, 2024.*

## **ADJOURNMENT OF WORKSHOP**

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

Vice-Chairman Reyna called the Regular Meeting to order at 5:47 p.m.

## **PUBLIC COMMENT**

*No Comments*

## **1. REPORTS**

- A. Report on Program Management Activity for 365 Tollway Project – HCRMA Staff  
*Mr. Ramon Navarro reported on Program Manager Activity for 365 Tollway Project. No action taken.*
- B. Report on Construction Activity for 365 Tollway Project – Ramon Navarro IV, HCRMA.  
*Mr. Ramon Navarro reported on the construction activity for 365 Tollway Project. No action taken.*

## **2. CONSENT AGENDA**

***Motion by Gabriel Kamel with a second by Michael Williamson, to approve the Consent Agenda. Motion carried unanimously.***

- A. Approval of Minutes for the Regular Board Meeting held March 26, 2024.  
*Approved the Minutes for the Regular Board Meeting held March 26, 2024.*
- B. Approval of Project & General Expense Report for the period from March 7, 2024 to April 5, 2024.  
*Approved the Project & General Expense Report for the period from March 7, 2024 to April 5, 2024.*
- C. Approval of Financial Reports for February 2024.  
*Approved the Financial Reports for February 2024.*
- D. Approval of Quarterly Investment Report for the Period Ending March 31, 2024.  
*Approved the Quarterly Investment Report for the Period Ending March 31, 2024.*
- E. Resolution 2024-25 Approval and Consideration of Contract Amendment Number 3 (Supplemental) to the construction contract with Pulice Construction, Inc. to revise the payment schedule.  
*Approved Resolution 2024-25 – Approval and Consideration of Contract Amendment Number 3 (Supplemental) to the construction contract with Pulice Construction, Inc. to revise the payment schedule.*



### 3. REGULAR AGENDA

- A. Resolution 2024-21 – Consideration and Approval of Fiscal Year 2023 Financial Statement and Independent Auditors Report for the Hidalgo County Regional Mobility Authority.  
***Motion by Michael Williamson, with a second by Frank Pardo, to approve Resolution 2024-21 – Consideration and Approval of Fiscal Year 2023 Financial Statement and Independent Auditors Report for the Hidalgo County Regional Mobility Authority. Motion carried unanimously.***
- B. Resolution 2024-22 – Consideration and Approval of Fiscal Year 2023 Annual Compliance Report for the Hidalgo County Regional Mobility Authority.  
***Motion by Carlos Del Angel, with a second by Sergio Saenz, to approve Resolution 2024-22 – Consideration and Approval of Fiscal Year 2023 Annual Compliance Report for the Hidalgo County Regional Mobility Authority. Motion carried unanimously.***

### 4. CHAIRMAN'S REPORT

- A. None.

### 5. TABLED ITEMS

- A. None.

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

**Motion by Frank Pardo, with a second by Carlos Del Angel, to enter into Executive Session to consult with board Attorney on legal issues pertaining to Item 6A, Item 6B, and Item 6C under Section 551.074 of the Texas Government Code at 6:17 p.m. Motion carried Unanimously.**

- A. Consultation with Attorney on legal issues pertaining to Change Order Number 5 to that certain contract with Pulice Construction Inc. for the 365 Tollway Project (551.071 T.G.C.)  
***No Action taken.***
- B. Consultation with Attorney on legal issues pertaining to the Financial Assistance Agreement with the Texas Department of Transportation for the 365 Tollway Project (551.071 T.G.C.)  
***No Action taken.***
- C. 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.***
- 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.).  
***No Action taken.***

- 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.).

***No Action taken.***

- 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.).

***No Action taken.***

**Motion by Michael Williamson, with a second by Frank Pardo, to reconvene the regular board meeting at 7:25 p.m. Motion carried unanimously.**

## **ADJOURNMENT**

*There being no other business to come before the Board of Directors, motion by Gabriel Kamel, with a second by Michael Williamson, to adjourn the meeting at 7:25 p.m.*

---

S. David Deanda, Jr., Chairman

Attest:

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Carlos Del Ángel, Secretary/Treasurer

Item 2B



## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS  
PLANNING COMMITTEE  
FINANCE COMMITTEE  
TECHNICAL COMMITTEE

  X    
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AGENDA ITEM  
DATE SUBMITTED  
MEETING DATE

  2B    
  05/20/24    
  05/28/24  

1. Agenda Item: **APPROVAL OF PROJECT AND GENERAL EXPENSE REPORT FROM APRIL 6, 2024 TO MAY 7, 2024**

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

Consideration and approval of project and general expense report for the period from April 6, 2024, to May 7, 2024

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	\$ 174,927.49
Toll Revenue Series 2022A&B	\$ 2,669,102.50
Disbursement Account	\$ 157,545.83
VRF Series 2020A	\$ 47.37
<b>Total Project Expenses for Reporting Period</b>	<b>\$ 3,001,623.19</b>

Fund Balance after Expenses \$ 135,721,547

5. Staff Recommendation: **Motion to approve the project and general expense report for the April 6, 2024, to May 7, 2024 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



# Memorandum

**To:** S. David Deanda Jr., Chairman  
**From:** Pilar Rodriguez, PE, Executive Director  
**Date:** May 21, 2024  
**Re:** **Expense Report for the Period from April 6, 2024, to May 7, 2024**

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Attached is the expense report for the period commencing on April 6, 2024, to May 7, 2024.

Expenses for the General Account total \$174,927.49, Toll Revenue Series 2022A&B total is \$2,669,102.50, Disbursement Account total \$157,545.83, and the VRF Series 2020A Account is \$47.37. The aggregate expense for the reporting period is \$ 3,001,623.19.

Based on review by this office, **approval of expenses for the reporting period is recommended in the aggregate amount of \$ 3,001,623.19.**

This leaves a fund balance (all funds) after expenses of \$135,721,547.

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

**April 6 - May 7  
May 2024**

**Plains Capital 41**

Make Check Payable to	Inv Date	Amount	
Valero Fleet	4/15/2024	\$ 1,043.13	Previously Paid ACH
Valero Fleet	5/15/2024	\$ 1,222.29	
City of Pharr	5/14/2024	\$ 850.00	
City of Pharr	5/9/2024	\$ 125,853.50	
City of Pharr	5/9/2024	\$ 205.00	
City of Pharr	5/9/2024	\$ 7,380.00	
City of Pharr	5/15/2024	\$ 6,880.17	
Bracewell, LLP	4/9/2024	\$ 2,490.61	
Pharr Economic Development Corporation	5/4/2024	\$ 4,480.00	
Law Office of Richard A. Cantu. P.C.	5/7/2024	\$ 300.00	
Medium Giant Company, Inc.	5/19/2024	\$ 2,859.00	
Hearst Media Solutions - San Antonio Express	5/3/2024	\$ 1,826.32	
San Miguel Lawn Services	5/4/2024	\$ 465.00	
Gateway Printing & Office Supply Inc.	4/17/2024	\$ 142.99	
A-Fast Delivery, LLC	5/2/2024	\$ 114.50	
Pathfinder Public Affairs	4/30/2024	\$ 10,000.00	
Pena Designs	5/6/2024	\$ 200.00	
Xerox Financial Services	5/12/2024	\$ 1,029.59	
Xerox Financial Services	5/12/2024	\$ 219.46	
Advance Publishing LLC	5/15/2024	\$ 336.00	
Hilltop Securites Asset Management	4/30/2024	\$ 4,832.55	
Juan Aguayo	4/11/2024	\$ 130.00	
Credit Card Services	3/3/2024	\$ 55.00	
Credit Card Services	3/3/2024	\$ 1,656.82	
Credit Card Services	3/3/2024	\$ 355.56	
Credit Card Services	3/3/2024	\$ -	
		<b>\$ 174,927.49</b>	

**Wilmington Trust 44/365 Project Construction & Related Costs 2022 A**

Pulice Construction, Inc.	5/15/2024	\$ 2,271,351.76
SICE Inc.	5/1/2024	\$ 48,233.79
Bracewell, LLP	4/8/2024	\$ 17,800.00
Sames, Inc.	4/30/2024	\$ 6,709.50
Atlas Technical Consultants, LLC	5/2/2024	\$ 11,898.11
Terracon Consultants, Inc.	5/6/2024	\$ 78,937.44
HDR Engineering, Inc.	5/14/2024	\$ 50,935.26
HDR Engineering, Inc.	5/14/2024	\$ 65,776.13
HDR Engineering, Inc.	5/14/2024	\$ 3,333.45
Escobedo & Cardenas, LLP	5/7/2024	\$ 700.00
Law Office of Richard A. Cantu, P.C.	5/7/2024	\$ 3,350.00
Texas Department of Transportation	5/15/2024	\$ 873.44
HLH Appraisal Services	6/8/2023	\$ 575.00
Hurricane Fence Company	5/20/2024	\$ 24,410.28
B2Z Engineering	5/6/2024	\$ 64,353.60
Raba Kistner, Inc.	5/3/2024	\$ 19,864.74
		<b>\$ 2,669,102.50</b>

**Wilmington Trust 45/Capital Projects CP**

Hidalgo County Drainage District No.1	4/16/2024	\$ 156,095.83
San Miguel Lawn Services	5/6/2024	\$ 600.00
San Miguel Lawn Services	5/4/2024	\$ 850.00
		<b>\$ 157,545.83</b>



Make Check Payable to	Inv Date	Amount
<b>Wilmington Trust 46/VRF Series 2020A</b>		<b>VRF 2020</b>
Raba Kistner, Inc.	5/3/2024	\$ 47.37
		<b>\$ 47.37</b>

Sub Total - General -41 (Operating)	\$	174,927.49
Sub Total - Construction/Related Costs-44 (New Bonds A)	\$	2,669,102.50
Sub Total - Capital Projects-45 (Disbursement)	\$	157,545.83
Sub Total - VRF Series 2020A-46 (VRF Series 2020A)	\$	47.37
<b>Total</b>	<b>\$</b>	<b>3,001,623.19</b>

**Approved:** \_\_\_\_\_  
S. David Deanda, Jr., Chairman

\_\_\_\_\_  
Pilar Rodriguez, Executive Director

**Approved:** \_\_\_\_\_  
Juan Carlos Del Ángel, Secretary/Treasurer

**5/28/2024**  
\_\_\_\_\_

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Item 2C



**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS  
PLANNING COMMITTEE  
FINANCE COMMITTEE  
TECHNICAL COMMITTEE

  X    
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AGENDA ITEM  
DATE SUBMITTED  
MEETING DATE

  2C    
 05/20/24   
 05/28/24 

1. Agenda Item: **APPROVAL OF THE FINANCIAL REPORT FOR THE MONTH OF MARCH 2024 AND APRIL 2024**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No  
Consideration and approval of financial report for the month of March 2024 and April 2024.
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 March 2024 and April 2024, 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

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY  
STATEMENT OF NET POSITION MARCH 31, 2024**

**ASSETS**

<b>CURRENT ASSETS</b>		
Cash & cash equivalents	\$	15,084,468
Cash with fiscal agent-promises		62,152
Cash & cash equivalents-Capital Projects		26,037,322
Investment-Capital Projects nonrestricted		48,726,793
Accounts Receivable - VR Fees		660,080
Accounts Receivable - Promises		29,754
Advance		2,513,637
Prepaid expense		26,624
Prepaid bond insurances		275,498
Total Current Assets		<u>93,416,328</u>
<b>RESTRICTED ASSETS</b>		
Cash & equivalent-Construction 2020A Series		47
Cash & equivalent-Construction 2022 A&B series		20,512
Investments-Construction 2022 A&B Series		54,109,704
Accrued interest receivable-Construction Projects		266,263
Investment-2020 debt service		1,335,832
Investment-debt service 2013 series		5,470
Investment-debt service: 2022 A&B		4,641,327
Cash & equivalents-debt service reserves: 2022 A&B		19,101,473
Investment-2022 liendebt service		1,662
Cash & equivalent-debt service jr. lien		188
Prepaid items		899
Total Restricted Assets		<u>79,483,377</u>
<b>CAPITAL ASSETS</b>		
Land-ROW		914,934
Land-environmental		441,105
Leasehold improvements		388,932
Office equipment/other		40,946
Right to use-Bldg		437,340
Road-BISIF		3,010,637
Construction in progress		254,192,172
Accumulated depreciation		(491,277)
Accumulated amortization		(251,471)
Total Capital Assets		<u>258,683,319</u>
<b>TOTAL ASSETS</b>	<b>\$</b>	<b><u>431,583,024</u></b>

**LIABILITIES AND NET POSITION**

<b>CURRENT LIABILITIES</b>		
Accounts payable-City of Pharr	\$	135,269
Accounts payable-capital projects		109,490
Lease Payable		208,697
Unearned Revenue - Overweight Permit Escrow		62,152
Current Portion of Bond Premium 2020A		45,256
Current Portion of Bond Premium 2022 A		356,126
Current Portion of Bond Premium 2022 B		132,309
Total Current Liabilities		<u>1,049,299</u>
<b>RESTRICTED LIABILITIES</b>		
Current Portion of Long-Term 2020 Debt		2,325,000
Accrued bond interest payable		535,214
Retainage payable		139,678
Total Restricted Liabilities		<u>2,999,292</u>
<b>LONG-TERM LIABILITIES</b>		
2020 Series A Bonds Payable		9,870,000
2020 Series B Bonds Payable		53,260,000
2022 Series A Bonds Payable		157,343,753
2022 Series B Bonds Payable		66,398,144
Bond premium 2020A		1,165,340
Bond premium 2022A		11,366,348
Bond premium 2022B		4,222,858
Total Long-Term Liabilities		<u>303,626,443</u>
Total Liabilities		<u>307,675,034</u>
<b>NET POSITION</b>		
Investment in Capital Assets, Net of Related Debt		5,564,293
Restricted for:		
Debt Service		22,087,559
Capital projects		54,396,526
Unrestricted		<u>41,859,612</u>
Total Net Position		<u>123,907,990</u>
<b>TOTAL LIABILITIES AND NET POSITION</b>	<b>\$</b>	<b><u>431,583,024</u></b>



Pharr, TX

# Balance Sheet

## Account Summary

As Of 03/31/2024

Account	Name	Balance
<b>Fund: 41 - HCRMA-GENERAL</b>		
<b>Assets</b>		
<a href="#">41-1-1100-000</a>	GENERAL OPERATING	475,058.55
<a href="#">41-1-1102-000</a>	POOL INVESTMENTS	6,577,885.08
<a href="#">41-1-1102-001</a>	INVESTMENT-ROAD MAINT,	1,086,208.71
<a href="#">41-1-1102-002</a>	INVESTMENT-GENERAL	6,945,314.53
<a href="#">41-1-1113-000</a>	ACCOUNTS RECIEVABLES-VR FEES	660,080.00
<a href="#">41-1-1113-009</a>	ACCOUNTS RECEIVABLE- PROMILES	29,754.00
<a href="#">41-1-1113-100</a>	PROMILES-PREPAID/ESCROW OVERWE	62,151.56
<a href="#">41-1-1601-000</a>	PREPAID EXPENSE	26,624.20
<a href="#">41-1-1601-001</a>	PREPAID BOND INSURANCE	275,497.51
<a href="#">41-1-1910-001</a>	LAND - RIGHT OF WAY	914,933.99
<a href="#">41-1-1910-002</a>	LAND - ENVIORNMENTAL	441,105.00
<a href="#">41-1-1920-004</a>	LEASEHOLD IMPROV.	388,932.22
<a href="#">41-1-1922-000</a>	ACCUM DEPR - BUILDINGS	-161,660.23
<a href="#">41-1-1940-001</a>	OFFICE FURNITURE & FIXTURES	32,339.94
<a href="#">41-1-1940-002</a>	COMPUTER/SOFTWARE	8,606.51
<a href="#">41-1-1940-003</a>	RIGHT TO USE- BLDG	437,340.00
<a href="#">41-1-1942-000</a>	ACCUM DEPR - MACH & EQUIP	-25,553.06
<a href="#">41-1-1942-001</a>	ACCUM AMORT-BLDG	-251,471.00
<a href="#">41-1-1950-001</a>	ROADS - BSIF	3,010,636.97
<a href="#">41-1-1952-000</a>	ACCUM DEPR - INFRASTRUCTURE	-304,063.71
<a href="#">41-1-1960-000</a>	CONSTRUCTION IN PROGRESS	254,192,172.08
	<b>Total Assets:</b>	<b>274,821,892.85</b>
		<b><u>274,821,892.85</u></b>
<b>Liability</b>		
<a href="#">41-2-1212-001</a>	A/P CITY OF PHARR	135,268.88
<a href="#">41-2-1212-010</a>	LEASE PAYABLE	208,697.00
<a href="#">41-2-1213-007</a>	CURRENT-UNAMORTIZED-PREM 2022 A	356,125.78
<a href="#">41-2-1213-008</a>	CURRENT-UNAMORTIZED-PREM 2022 B	132,308.88
<a href="#">41-2-1213-010</a>	CURRENT- UNAMORTIZED- PREM 2020A	45,255.92
<a href="#">41-2-1213-012</a>	BONDS PAYABLE CURRENT- 2020B	2,325,000.00
<a href="#">41-2-1213-100</a>	UNEARNED REV.-OVERWEIGHT	62,151.56
<a href="#">41-2-1214-004</a>	UNAMORTIZED PREM- 2020A	1,165,339.94
<a href="#">41-2-1214-005</a>	LT UNAMORTIZED PREM 2022 A	11,366,347.66
<a href="#">41-2-1214-006</a>	LT UNAMORTIZED PREM 2022 B	4,222,858.10
<a href="#">41-2-1214-011</a>	LONG TERM BONDS- 2020A	9,870,000.00
<a href="#">41-2-1214-012</a>	LONG TERM BONDS- 2020B	53,260,000.00
<a href="#">41-2-1214-013</a>	LT BOND PAY 2022 A	157,343,752.50
<a href="#">41-2-1214-014</a>	LT BOND PAY 2022 B	66,398,144.30
	<b>Total Liability:</b>	<b>306,891,250.52</b>
<b>Equity</b>		
<a href="#">41-3-3400-000</a>	FUND BALANCE	-32,977,689.46
	<b>Total Beginning Equity:</b>	<b>-32,977,689.46</b>
Total Revenue		2,471,664.86
Total Expense		1,563,333.07
Revenues Over/Under Expenses		<b>908,331.79</b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>-32,069,357.67</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>274,821,892.85</u></b>



Pharr, TX

# Income Statement Account Summary

For Fiscal: 2024 Period Ending: 03/31/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 41 - HCRMA-GENERAL</b>						
<b>Revenue</b>						
<a href="#">41-4-1504-000</a>	VEHICLE REGISTRATION FEES	0.00	0.00	660,080.00	1,869,120.00	-1,869,120.00
<a href="#">41-4-1505-005</a>	PROMILES-OW/OS PERMIT FEES	0.00	0.00	71,820.00	403,893.00	-403,893.00
<a href="#">41-4-1506-000</a>	INTEREST REVENUE	0.00	0.00	68,087.65	198,641.22	-198,641.22
<a href="#">41-4-4664-000</a>	MISCELLANEOUS	0.00	0.00	0.00	10.64	-10.64
<b>Revenue Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>799,987.65</b>	<b>2,471,664.86</b>	<b>-2,471,664.86</b>
<b>Expense</b>						
<a href="#">41-52900-1100-000</a>	SALARIES	0.00	0.00	45,245.73	119,267.24	-119,267.24
<a href="#">41-52900-1104-000</a>	OVERTIME	0.00	0.00	259.16	334.88	-334.88
<a href="#">41-52900-1105-000</a>	FICA	0.00	0.00	3,695.94	9,724.96	-9,724.96
<a href="#">41-52900-1106-000</a>	HEALTH INSURANCE	0.00	0.00	2,474.52	7,418.88	-7,418.88
<a href="#">41-52900-1106-001</a>	HEALTH INSURANCE- OTHER	0.00	0.00	55.00	55.00	-55.00
<a href="#">41-52900-1115-000</a>	EMPLOYEES RETIREMENT	0.00	0.00	5,079.28	13,534.61	-13,534.61
<a href="#">41-52900-1116-000</a>	PHONE ALLOWANCE	0.00	0.00	392.30	1,050.81	-1,050.81
<a href="#">41-52900-1117-000</a>	CAR ALLOWANCE	0.00	0.00	1,292.30	3,461.55	-3,461.55
<a href="#">41-52900-1178-000</a>	ADMIN FEE	0.00	0.00	750.00	2,250.00	-2,250.00
<a href="#">41-52900-1200-000</a>	OFFICE SUPPLIES	0.00	0.00	197.88	997.56	-997.56
<a href="#">41-52900-1603-000</a>	BUILDING REMODEL	0.00	0.00	964.30	964.30	-964.30
<a href="#">41-52900-1606-000</a>	UTILITIES	0.00	0.00	239.10	478.22	-478.22
<a href="#">41-52900-1607-000</a>	CONTRACTUAL ADM/IT SERVICES	0.00	0.00	850.00	3,400.00	-3,400.00
<a href="#">41-52900-1610-000</a>	DUES & SUBSCRIPTIONS	0.00	0.00	0.00	10,870.00	-10,870.00
<a href="#">41-52900-1610-001</a>	SUBSCRIPTIONS-SOFTWARE	0.00	0.00	4.95	9.90	-9.90
<a href="#">41-52900-1611-000</a>	POSTAGE/FEDEX/COURTIER	0.00	0.00	237.88	370.38	-370.38
<a href="#">41-52900-1620-000</a>	GENERAL LIABILITY	0.00	0.00	0.00	3,727.20	-3,727.20
<a href="#">41-52900-1621-000</a>	INSURANCE-E&O	0.00	0.00	0.00	1,661.02	-1,661.02
<a href="#">41-52900-1623-001</a>	INSURANCE-OTHER	0.00	0.00	0.00	5,419.64	-5,419.64
<a href="#">41-52900-1623-002</a>	INSURANCE- CYBERSECURITY	0.00	0.00	0.00	8,093.08	-8,093.08
<a href="#">41-52900-1630-000</a>	BUSINESS MEALS	0.00	0.00	165.72	165.72	-165.72
<a href="#">41-52900-1640-000</a>	ADVERTISING	0.00	0.00	199.98	199.98	-199.98
<a href="#">41-52900-1650-000</a>	TRAINING	0.00	0.00	0.00	480.00	-480.00
<a href="#">41-52900-1662-000</a>	PRINTING & PUBLICATIONS	0.00	0.00	383.05	383.05	-383.05
<a href="#">41-52900-1705-000</a>	ACCOUNTING FEES	0.00	0.00	5,205.00	5,410.00	-5,410.00
<a href="#">41-52900-1710-000</a>	LEGAL FEES	0.00	0.00	1,268.92	3,868.92	-3,868.92
<a href="#">41-52900-1710-001</a>	LEGAL FEES-GOV.AFFAIRS	0.00	0.00	10,000.00	20,000.00	-20,000.00
<a href="#">41-52900-1712-000</a>	FINANCIAL CONSULTING FEES	0.00	0.00	4,700.00	11,607.82	-11,607.82
<a href="#">41-52900-1715-000</a>	RENT-OFFICE	0.00	0.00	4,480.00	17,920.00	-17,920.00
<a href="#">41-52900-1715-001</a>	RENT-OFFICE EQUIPMENT	0.00	0.00	873.63	2,056.83	-2,056.83
<a href="#">41-52900-1715-002</a>	RENT-OTHER	0.00	0.00	236.00	472.00	-472.00
<a href="#">41-52900-1716-000</a>	CONTRACTUAL WEBSITE SERVICES	0.00	0.00	200.00	400.00	-400.00
<a href="#">41-52900-1731-000</a>	MISCELLANEOUS	0.00	0.00	0.00	5,000.00	-5,000.00
<a href="#">41-52900-1999-003</a>	TRANSFER OUT TO DEBT	0.00	0.00	0.00	24,800.00	-24,800.00
<a href="#">41-52900-1999-006</a>	TRANS OUT- 2020 DEBT SVC	0.00	0.00	331,109.78	993,329.34	-993,329.34
<a href="#">41-53000-1100-000</a>	SALARIES	0.00	0.00	50,656.25	137,659.93	-137,659.93
<a href="#">41-53000-1104-000</a>	OVERTIME	0.00	0.00	6,128.02	19,075.54	-19,075.54
<a href="#">41-53000-1105-000</a>	FICA	0.00	0.00	4,339.62	11,978.52	-11,978.52
<a href="#">41-53000-1106-000</a>	HEALTH INSURANCE	0.00	0.00	4,949.04	14,837.76	-14,837.76
<a href="#">41-53000-1115-000</a>	EMPLOYEES RETIREMENT	0.00	0.00	7,456.78	20,569.52	-20,569.52
<a href="#">41-53000-1116-000</a>	PHONE ALLOWANCE	0.00	0.00	646.10	1,730.64	-1,730.64
<a href="#">41-53000-1117-000</a>	CAR ALLOWANCE	0.00	0.00	553.84	1,483.52	-1,483.52
<a href="#">41-53000-1178-000</a>	ADMN FEE	0.00	0.00	1,350.00	4,050.00	-4,050.00
<a href="#">41-53000-1200-000</a>	OFFICE SUPPLIES	0.00	0.00	88.98	246.42	-246.42
<a href="#">41-53000-1201-000</a>	SMALL TOOLS	0.00	0.00	118.73	118.73	-118.73



## Income Statement

For Fiscal: 2024 Period Ending: 03/31/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<a href="#">41-53000-1606-001</a>	UTILITIES	0.00	0.00	58.10	116.20	-116.20
<a href="#">41-53000-1608-000</a>	UNIFORMS	0.00	0.00	-9.66	117.00	-117.00
<a href="#">41-53000-1610-000</a>	DUES & SUBSCRIPTIONS	0.00	0.00	289.00	289.00	-289.00
<a href="#">41-53000-1610-001</a>	SUBSCRIPTIONS - SOFTWARE	0.00	0.00	750.00	19,750.00	-19,750.00
<a href="#">41-53000-1640-000</a>	ADVERTISING	0.00	0.00	10,322.42	17,994.16	-17,994.16
<a href="#">41-53000-1650-000</a>	TRAINING	0.00	0.00	0.00	200.00	-200.00
<a href="#">41-53000-1660-000</a>	TRAVEL	0.00	0.00	552.09	552.09	-552.09
<a href="#">41-53000-1715-001</a>	RENTAL - OFFICE EQUIPMENT	0.00	0.00	219.46	658.38	-658.38
<a href="#">41-53000-1715-010</a>	VEHICLE RENTAL	0.00	0.00	5,497.71	22,005.64	-22,005.64
<a href="#">41-53000-1715-011</a>	VEHICLE INSURANCE	0.00	0.00	0.00	2,106.59	-2,106.59
<a href="#">41-53000-1715-012</a>	VEHICLE MAINTENANCE	0.00	0.00	119.94	259.88	-259.88
<a href="#">41-53000-1715-013</a>	VEHICLE FUEL	0.00	0.00	1,000.75	2,091.86	-2,091.86
<a href="#">41-54000-1610-001</a>	SUBSCRIPTIONS-SOFTWARE	0.00	0.00	5,666.10	5,666.10	-5,666.10
<a href="#">41-58000-1604-001</a>	MAINTENANCE AND REPAIR -BSIF	0.00	0.00	0.00	465.00	-465.00
<a href="#">41-58000-1606-002</a>	UTILITIES - BSIF	0.00	0.00	63.35	127.70	-127.70
Expense Total:		0.00	0.00	521,377.04	1,563,333.07	-1,563,333.07
Fund: 41 - HCRMA-GENERAL Surplus (Deficit):		0.00	0.00	278,610.61	908,331.79	
Total Surplus (Deficit):		0.00	0.00	278,610.61	908,331.79	



Pharr, TX

# Bank Statement Register

## GENERAL OPERATING

Period 3/1/2024 - 3/31/2024

Packet: BRPKT04215

### Bank Statement

### General Ledger

Beginning Balance	298,221.52
Plus Debits	426,516.71
Less Credits	210,492.84
Adjustments	0.00
Ending Balance	514,245.39

Account Balance	475,058.55
Less Outstanding Debits	0.00
Plus Outstanding Credits	39,186.84
Adjustments	0.00
Adjusted Account Balance	514,245.39

Statement Ending Balance	514,245.39
Bank Difference	0.00
General Ledger Difference	0.00

### CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1100-000

GENERAL OPERATING

### Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
03/31/2024	<a href="#">DEP0079688</a>	Deposit	TO RECORD FUND 41 INTEREST	278,999.21
03/31/2024	<a href="#">DEP0079706</a>	Deposit	TO RECORD FUND 41 PLAINS CAPITAL	40,554.00
03/31/2024	<a href="#">DEP0079707</a>	Deposit	TO RECORD FUND 41 PLAINS CAPITAL	35,127.00
03/31/2024	<a href="#">DEP0079708</a>	Deposit	TO RECORD FUND 41 PLAINS CAPITAL	34,965.00
03/31/2024	<a href="#">DEP0079709</a>	Deposit	TO RECORD FUND 41 PLAINS CAPITAL	36,855.00
03/31/2024	<a href="#">DEP0079753</a>	Deposit	TO RECORD FUND 41 PLAINS CAPITAL DEF	16.50
Total Cleared Deposits (6)				426,516.71

### Cleared Checks

Item Date	Reference	Item Type	Description	Amount
02/29/2024	<a href="#">2790</a>	Check	A FAST DELIVERY	-132.50
02/29/2024	<a href="#">2791</a>	Check	GATEWAY PRINTING & OFFICE SUPPLY INC	-145.56
02/29/2024	<a href="#">2792</a>	Check	HEARST NEWSPAPERS, LLC	-3,673.00
02/29/2024	<a href="#">2793</a>	Check	HILLTOP SECURITIES INC.	-6,907.82
02/29/2024	<a href="#">2794</a>	Check	MOODY'S INVESTORS SERVICE, INC.	-16,800.00
02/29/2024	<a href="#">2795</a>	Check	OFFICE DEPOT	-106.44
02/29/2024	<a href="#">2796</a>	Check	RIO GRANDE VALLEY PARTNERSHIP	-10,870.00
02/29/2024	<a href="#">2797</a>	Check	WILMINGTON TRUST FEE COLLECTIONS	-8,000.00
02/29/2024	<a href="#">2798</a>	Check	XEROX CORPORATION	-811.06
Total Cleared Checks (9)				-47,446.38

## Cleared Other

Item Date	Reference	Item Type	Description	Amount
01/31/2024	<a href="#">DFT0010766</a>	Bank Draft	CITY OF PHARR	-850.00
02/15/2024	<a href="#">DFT0010923</a>	Bank Draft	VALERO FLEET	-1,091.11
03/04/2024	<a href="#">DFT0011113</a>	Bank Draft	PHARR ECONOMIC DEVELOPMENT CORPOR	-4,480.00
03/05/2024	<a href="#">DFT0011107</a>	Bank Draft	BRACEWELL LLP ATTORNEYS AT LAW	-1,118.92
03/06/2024	<a href="#">DFT0011114</a>	Bank Draft	LAW OFFICE OF RICHARD A. CANTU	-150.00
03/06/2024	<a href="#">DFT0011116</a>	Bank Draft	PENA DESIGNS	-200.00
03/07/2024	<a href="#">DFT0011117</a>	Bank Draft	PILAR RODRIGUEZ	-165.72
03/08/2024	<a href="#">DFT0011109</a>	Bank Draft	CITY OF PHARR	-126,412.20
03/08/2024	<a href="#">DFT0011110</a>	Bank Draft	CITY OF PHARR	-205.00
03/08/2024	<a href="#">DFT0011111</a>	Bank Draft	CITY OF PHARR	-7,380.00
03/08/2024	<a href="#">DFT0011112</a>	Bank Draft	CITY OF PHARR	-5,497.71
03/31/2024	<a href="#">DFT0011106</a>	Bank Draft	VALERO FLEET	-1,000.75
03/31/2024	<a href="#">DFT0011115</a>	Bank Draft	PATHFINDER PUBLIC AFFAIRS	-10,000.00
03/31/2024	<a href="#">DFT0011118</a>	Bank Draft	ALEJANDRO ALANIS	-230.00
03/31/2024	<a href="#">EFT0004414</a>	EFT	TO RECORD CREDIT CARD SERVICES EXPE	-55.00
03/31/2024	<a href="#">EFT0004415</a>	EFT	TO RECORD CREDIT CARD SERVICES EXPE	-1,196.85
03/31/2024	<a href="#">EFT0004416</a>	EFT	TO RECORD CREDIT CARD SERVICES EXPE	-3,013.20
Total Cleared Other (17)				-163,046.46

## Outstanding Checks

Item Date	Reference	Item Type	Description	Amount
03/28/2024	<a href="#">2799</a>	Check	A FAST DELIVERY	-141.00
03/28/2024	<a href="#">2800</a>	Check	ADVANCE PUBLISHING LLC	-1,357.50
03/28/2024	<a href="#">2801</a>	Check	AIM MEDIA TEXAS BUSINESS OFFICE	-4,967.32
03/28/2024	<a href="#">2802</a>	Check	BENTLEY SYSTEMS, INC.	-5,666.10
03/28/2024	<a href="#">2803</a>	Check	BURTON MCCUMBER & LONGORIA, LLP	-5,000.00
03/28/2024	<a href="#">2804</a>	Check	DESK SPINCO, INC	-761.60
03/28/2024	<a href="#">2805</a>	Check	GATEHOUSE MEDIA TEXAS HOLDINGS II, I	-1,571.00
03/28/2024	<a href="#">2806</a>	Check	GATEWAY PRINTING & OFFICE SUPPLY INC	-246.77
03/28/2024	<a href="#">2807</a>	Check	HILLTOP SECURITIES INC.	-4,700.00
03/28/2024	<a href="#">2808</a>	Check	SUPERIOR ALARMS	-964.30
03/28/2024	<a href="#">2809</a>	Check	UBEO MIDCO, LLC	-383.05
03/28/2024	<a href="#">2810</a>	Check	XEROX BUSINESS SOLUTIONS SOUTHWES	-282.03
03/28/2024	<a href="#">2811</a>	Check	XEROX CORPORATION	-811.06
Total Outstanding Checks (13)				-26,851.73

## Outstanding Other

Item Date	Reference	Item Type	Description	Amount
01/31/2024	<a href="#">DFT0010767</a>	Bank Draft	PHARR ECONOMIC DEVELOPMENT CORPOR	-5,980.00
01/31/2024	<a href="#">DFT0010768</a>	Bank Draft	CITY OF PHARR	-5,505.11

Outstanding Other

Item Date	Reference	Item Type	Description	Amount
03/14/2024	<u>DFT0011108</u>	Bank Draft	CITY OF PHARR	-850.00
Total Outstanding Other (3)				-12,335.11





Pharr, TX

# Bank Statement Register

## POOL INVESTMENTS

Period 3/1/2024 - 3/31/2024

Packet: BRPKT04218

### Bank Statement

### General Ledger

*2/2/24*

Beginning Balance	6,547,448.79
Plus Debits	30,436.29
Less Credits	0.00
Adjustments	0.00
Ending Balance	6,577,885.08

Account Balance	6,577,885.08
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	6,577,885.08

Statement Ending Balance	6,577,885.08
Bank Difference	0.00
General Ledger Difference	0.00

### CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1102-000 POOL INVESTMENTS

### Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
03/31/2024	<a href="#">DEP0079705</a>	Deposit	TO RECORD FUND 41 INTEREST	30,436.29
			Total Cleared Deposits (1)	30,436.29



Pharr, TX

# Bank Statement Register

RMA LOGIC ROAD MAINT

Period 3/1/2024 - 3/31/2024

Packet: BRPKT04217

*04/26/24*

## Bank Statement

## General Ledger

Beginning Balance	1,081,182.77
Plus Debits	5,025.94
Less Credits	0.00
Adjustments	0.00
Ending Balance	1,086,208.71

Account Balance	1,086,208.71
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	1,086,208.71

Statement Ending Balance	1,086,208.71
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1102-001 INVESTMENT-ROAD MAINT,

## Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
03/31/2024	<a href="#">DEP0079704</a>	Deposit	TO RECORD FUND 41 INTEREST	5,025.94
Total Cleared Deposits (1)				5,025.94



Pharr, TX

# Bank Statement Register

## INVESTMENT-GENERAL

Period 3/1/2024 - 3/31/2024

Packet: BRPKT04216

*04/26/24*

Bank Statement		General Ledger	
Beginning Balance	6,913,178.10	Account Balance	6,945,314.53
Plus Debits	32,136.43	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	6,945,314.53	Adjusted Account Balance	6,945,314.53
Statement Ending Balance		6,945,314.53	
Bank Difference		0.00	
General Ledger Difference		0.00	

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1102-002 INVESTMENT-GENERAL

### Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
03/31/2024	<a href="#">DEP0079687</a>	Deposit	TO RECORD FUND 41 INTEREST	32,136.43
Total Cleared Deposits (1)				32,136.43





Pharr, TX

# Balance Sheet

## Account Summary

As Of 03/31/2024

Account	Name	Balance
<b>Fund: 42 - HCRMA-DEBT SERVICE</b>		
<b>Assets</b>		
<a href="#">42-1-1102-002</a>	INVESTMENTS D/S 2022 A SERIES	4,520,592.64
<a href="#">42-1-1102-003</a>	INVESTMENTS D/S2022 B SERIES	118,974.04
<a href="#">42-1-1102-004</a>	INVESTMENT SR 2022A	1,662.36
<a href="#">42-1-1102-010</a>	INVESTMENTS RESERVE D/S 2022 A SERIE	13,164,297.91
<a href="#">42-1-1102-011</a>	INVESTMENTS RESERVE D/S 2022 B SERIE	5,937,174.56
<a href="#">42-1-1102-012</a>	INVESTMENT JR LIEN REV BDS 2022B	1,760.17
<a href="#">42-1-1601-000</a>	PREPAID EXPENSE	898.72
<a href="#">42-1-4105-000</a>	WILMINGTON-DEBT SERVICE	5,469.82
<a href="#">42-1-4105-001</a>	DEBT SVC - JR LIEN	188.44
<a href="#">42-1-4105-002</a>	DEBT SERVICE- 2020 SERIES	1,335,832.48
	<b>Total Assets:</b>	<b>25,086,851.14</b>
		<b><u>25,086,851.14</u></b>
<b>Liability</b>		
<a href="#">42-2-4214-007</a>	ACCRUED INTEREST PAY- 2020 SERIES	137,360.00
<a href="#">42-2-4214-008</a>	ACCRUED INTEREST PAY - 2022 A SERIES	274,658.00
<a href="#">42-2-4214-009</a>	ACCRUED INTEREST PAY 2022 B SERIES	123,196.00
	<b>Total Liability:</b>	<b>535,214.00</b>
<b>Equity</b>		
<a href="#">42-3-4400-000</a>	FUND BALANCE	23,256,075.42
	<b>Total Beginning Equity:</b>	<b>23,256,075.42</b>
Total Revenue		1,295,561.72
Total Expense		0.00
Revenues Over/Under Expenses		<u>1,295,561.72</u>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>24,551,637.14</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>25,086,851.14</u></b>



Pharr, TX

# Income Statement

## Account Summary

For Fiscal: 2024 Period Ending: 03/31/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 42 - HCRMA-DEBT SERVICE						
Revenue						
<a href="#">42-4-1506-000</a>	INTEREST INCOME	0.00	0.00	21.46	60,807.06	-60,807.06
<a href="#">42-4-1506-001</a>	INTEREST INCOME-JR LIEN	0.00	0.00	0.88	2.60	-2.60
<a href="#">42-4-1506-002</a>	INTEREST 2020 SERIES	0.00	0.00	3,094.13	5,471.06	-5,471.06
<a href="#">42-4-1506-003</a>	INTEREST 2022 A SERIES	0.00	0.00	17,754.03	36,740.44	-36,740.44
<a href="#">42-4-1506-004</a>	INTEREST 2022 B SERIES	0.00	0.00	474.03	981.01	-981.01
<a href="#">42-4-1506-010</a>	INTEREST RESERVE 2022 A SERIES	0.00	0.00	60,912.05	117,729.29	-117,729.29
<a href="#">42-4-1506-011</a>	INTEREST RESERVE 2022 B SERIES	0.00	0.00	27,471.70	80,500.92	-80,500.92
<a href="#">42-4-1999-000</a>	TRANSFERS IN-FROM GENERAL FUND	0.00	0.00	331,109.78	993,329.34	-993,329.34
Revenue Total:		0.00	0.00	440,838.06	1,295,561.72	-1,295,561.72
Fund: 42 - HCRMA-DEBT SERVICE Total:		0.00	0.00	440,838.06	1,295,561.72	
Total Surplus (Deficit):		0.00	0.00	440,838.06	1,295,561.72	



Pharr, TX

# Bank Statement Register

INVESTMENT D/S 2022A SERIES

Period 3/1/2024 - 3/31/2024

Packet: BRPKT04221

## Bank Statement

## General Ledger

04/26/24

Beginning Balance	4,502,844.94
Plus Debits	17,747.70
Less Credits	0.00
Adjustments	0.00
Ending Balance	4,520,592.64

Account Balance	4,520,592.64
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	4,520,592.64

Statement Ending Balance	4,520,592.64
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-002 INVESTMENTS D/S 2022 A SERIES

## Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
03/31/2024	<a href="#">DEP0079691</a>	Deposit	TO RECORD FUND 42 INTEREST	17,747.70
Total Cleared Deposits (1)				17,747.70





Pharr, TX

# Bank Statement Register

INVESTMENT D/S 2022B SERIES

Period 3/1/2024 - 3/31/2024

Packet: BRPKT04222

*04/26/24*

Bank Statement		General Ledger	
Beginning Balance	118,506.97	Account Balance	118,974.04
Plus Debits	467.07	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	118,974.04	Adjusted Account Balance	118,974.04
Statement Ending Balance		118,974.04	
Bank Difference		0.00	
General Ledger Difference		0.00	

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-003 INVESTMENTS D/S2022 B SERIES

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
03/31/2024	<a href="#">DEP0079692</a>	Deposit	TO RECORD FUND 42 INTEREST	467.07
Total Cleared Deposits (1)				467.07



Pharr, TX

# Bank Statement Register

INVESTMENT SR 2022A

Period 3/1/2024 - 3/31/2024

Packet: BRPKT04223

## Bank Statement

## General Ledger

04/26/24

Beginning Balance	1,656.03
Plus Debits	6.33
Less Credits	0.00
Adjustments	0.00
Ending Balance	1,662.36

Account Balance	1,662.36
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	1,662.36

Statement Ending Balance	1,662.36
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-004 INVESTMENT SR 2022A

## Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
03/31/2024	<a href="#">DEP0079693</a>	Deposit	TO RECORD FUND 42 INTEREST	6.33
Total Cleared Deposits (1)				6.33



Pharr, TX

# Bank Statement Register

## INVESTMENT RESERVE D/S 2022A SERIES

Period 3/1/2024 - 3/31/2024

Packet: BRPKT04224

### Bank Statement

### General Ledger

Beginning Balance	13,103,385.86
Plus Debits	60,912.05
Less Credits	0.00
Adjustments	0.00
Ending Balance	13,164,297.91

Account Balance	13,164,297.91
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	13,164,297.91

Statement Ending Balance	13,164,297.91
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-010 INVESTMENTS RESERVE D/S 2022 A SERIES

### Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
03/31/2024	<a href="#">DEP0079694</a>	Deposit	TO RECORD FUND 42 INTEREST	60,912.05
Total Cleared Deposits (1)				60,912.05





Pharr, TX

# Bank Statement Register

INVESTMENT RESERVE D/S 2022B SERIES

Period 3/1/2024 - 3/31/2024

Packet: BRPKT04225

## Bank Statement

## General Ledger

Beginning Balance	5,909,702.86
Plus Debits	27,471.70
Less Credits	0.00
Adjustments	0.00
Ending Balance	5,937,174.56

Account Balance	5,937,174.56
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	5,937,174.56

Statement Ending Balance	5,937,174.56
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-011 INVESTMENTS RESERVE D/S 2022 B SERIES

## Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
03/31/2024	<a href="#">DEP0079695</a>	Deposit	TO RECORD FUND 42 INTEREST	27,471.70
Total Cleared Deposits (1)				27,471.70



Pharr, TX

# Bank Statement Register

INVESTMENT JR LIEN REV BDS 2022B

Period 3/1/2024 - 3/31/2024

Packet: BRPKT04226

## Bank Statement

## General Ledger

Beginning Balance	1,753.21	Account Balance	1,760.17
Plus Debits	6.96	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	1,760.17	Adjusted Account Balance	1,760.17

Statement Ending Balance	1,760.17
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-012 INVESTMENT JR LIEN REV BDS 2022B

## Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
03/31/2024	<a href="#">DEP0079696</a>	Deposit	TO RECORD FUND 42 INTEREST	6.96
Total Cleared Deposits (1)				6.96



Pharr, TX

# Bank Statement Register

## WILMINGTON-DEBT SERVICE

Period 3/1/2024 - 3/31/2024

Packet: BRPKT04220

### Bank Statement

### General Ledger

*04/26/24*

Beginning Balance	5,448.36
Plus Debits	22.34
Less Credits	0.88
Adjustments	0.00
Ending Balance	5,469.82

Account Balance	5,469.82
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	5,469.82

Statement Ending Balance	5,469.82
Bank Difference	0.00
General Ledger Difference	0.00

### CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-4105-000 WILMINGTON-DEBT SERVICE

### Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
03/31/2024	<a href="#">DEP0079689</a>	Deposit	TO RECORD FUND 42 INTEREST	0.88
03/31/2024	<a href="#">DEP0079690</a>	Deposit	TO RECORD FUND 42 INTEREST	21.46
Total Cleared Deposits (2)				22.34

### Cleared Other

Item Date	Reference	Item Type	Description	Amount
03/31/2024	<a href="#">EFT0004417</a>	EFT	TO RECLASS EXPENSE TO CORRECT ACCOI	-0.88
Total Cleared Other (1)				-0.88





Pharr, TX

# Bank Statement Register

DEBT SVC - JR LIEN

Period 3/1/2024 - 3/31/2024

Packet: BRPKT04219

Bank Statement		General Ledger	
Beginning Balance	187.56	Account Balance	188.44
Plus Debits	0.88	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	188.44	Adjusted Account Balance	188.44
Statement Ending Balance		188.44	
Bank Difference		0.00	
General Ledger Difference		0.00	

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-4105-001 DEBT SVC - JR LIEN

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
03/31/2024	<a href="#">DEP0079712</a>	Deposit	TO RECLASS EXPENSE TO CORRECT ACCOI	0.88
Total Cleared Deposits (1)				0.88



Pharr, TX

# Bank Statement Register

INVESTMENTS D/S 2020 SERIES -

Period 3/1/2024 - 3/31/2024

Packet: BRPKT04227

## Bank Statement

## General Ledger

Beginning Balance	1,001,628.57
Plus Debits	334,203.91
Less Credits	0.00
Adjustments	0.00
Ending Balance	1,335,832.48

Account Balance	1,335,832.48
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	1,335,832.48

Statement Ending Balance	1,335,832.48
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-4105-002 DEBT SERVICE- 2020 SERIES

## Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
03/31/2024	<a href="#">DEP0079697</a>	Deposit	TO RECORD FUND 42 INTEREST	334,203.91
Total Cleared Deposits (1)				334,203.91



Pharr, TX

**Balance Sheet**  
**Account Summary**  
As Of 03/31/2024

Account	Name	Balance	
Fund: 44 - HCRMA-365 CONSTRUCTION			
Assets			
<a href="#">44-1-1102-001</a>	INVESTMENTS - 2022 A SERIES	54,130,214.88	
<a href="#">44-1-1102-002</a>	INVESTMENTS - 2022 B SERIES	2.39	
<a href="#">44-1-1113-012</a>	ACCRUED INTEREST	266,262.60	
	Total Assets:	54,396,479.87	<u>54,396,479.87</u>
Liability			
<a href="#">44-2-1212-009</a>	RETAINAGE PAYABLE	139,078.90	
	Total Liability:	139,078.90	
Equity			
<a href="#">44-3-1400-000</a>	FUND BALANCE	61,035,692.50	
	Total Beginning Equity:	61,035,692.50	
Total Revenue		189,551.42	
Total Expense		6,967,842.95	
Revenues Over/Under Expenses		-6,778,291.53	
	Total Equity and Current Surplus (Deficit):	54,257,400.97	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u>54,396,479.87</u>





Pharr, TX

# Income Statement

## Account Summary

For Fiscal: 2024 Period Ending: 03/31/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 44 - HCRMA-365 CONSTRUCTION						
Revenue						
<a href="#">44-4-1506-000</a>	INTEREST REVENUE	0.00	0.00	-251,502.65	189,551.42	-189,551.42
Revenue Total:		0.00	0.00	-251,502.65	189,551.42	-189,551.42
Expense						
<a href="#">44-52900-8800-000</a>	CONSULTING AND ENGINEERING	0.00	0.00	355,050.82	513,031.37	-513,031.37
<a href="#">44-52900-8810-000</a>	SH 365-ENVIROMENTAL	0.00	0.00	5,299.03	13,717.93	-13,717.93
<a href="#">44-52900-8841-000</a>	PROFESSIONAL SERVICES	0.00	0.00	11,245.00	27,245.74	-27,245.74
<a href="#">44-52900-8844-000</a>	365 PROJECT CONSTRUCTION A-FEDERAL	0.00	0.00	0.00	6,252,026.96	-6,252,026.96
<a href="#">44-52900-8844-001</a>	365 PROJECT CONSTRUCTION A-LOCAL	0.00	0.00	171.46	5,323.00	-5,323.00
<a href="#">44-52900-8860-000</a>	365 TOLLWAY SYSTEM	0.00	0.00	156,497.95	156,497.95	-156,497.95
Expense Total:		0.00	0.00	528,264.26	6,967,842.95	-6,967,842.95
Fund: 44 - HCRMA-365 CONSTRUCTION Surplus (Deficit):		0.00	0.00	-779,766.91	-6,778,291.53	
Total Surplus (Deficit):		0.00	0.00	-779,766.91	-6,778,291.53	



Pharr, TX

# Bank Statement Register

## INVESTMENTS - 2022 A SERIES

Period 3/1/2024 - 3/31/2024

Packet: BRPKT04228

### Bank Statement

### General Ledger

Beginning Balance	54,419,952.16	Account Balance	54,130,214.88
Plus Debits	243,678.52	Less Outstanding Debits	0.00
Less Credits	533,415.80	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	54,130,214.88	Adjusted Account Balance	54,130,214.88

Statement Ending Balance	54,130,214.88
Bank Difference	0.00
General Ledger Difference	0.00

### CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

44-1-1102-001 INVESTMENTS - 2022 A SERIES

### Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
03/31/2024	<a href="#">DEP0079698</a>	Deposit	TO RECORD FUND 44 INTEREST	28,753.79
03/31/2024	<a href="#">DEP0079699</a>	Deposit	TO RECORD FUND 44 INTEREST	194,414.06
03/31/2024	<a href="#">DEP0079756</a>	Deposit	TO RECORD FUND 44 INTEREST	20,510.65
03/31/2024	<a href="#">DEP0079776</a>	Deposit	TO RECORD 2 CENTS DIFFERENCE FROM F	0.02
Total Cleared Deposits (4)				243,678.52

### Cleared Other

Item Date	Reference	Item Type	Description	Amount
03/31/2024	<a href="#">EFT0004418</a>	EFT	TO RECLASS EXPENSES TO CORRECT ACCO	-528,092.80
03/31/2024	<a href="#">EFT0004420</a>	EFT	TO RECORD TXDOT CHECK FUND 44	-171.46
03/31/2024	<a href="#">EFT0004421</a>	EFT	TO REVERSE PAYABLE MADE IN FUND 44	-5,151.54
Total Cleared Other (3)				-533,415.80



Pharr, TX

# Balance Sheet

## Account Summary

As Of 03/31/2024

Account	Name	Balance	
<b>Fund: 45 - HCRMA - CAP.PROJECTS FUND</b>			
<b>Assets</b>			
<a href="#">45-1-1102-000</a>	Pool Investment	74,764,115.39	
<a href="#">45-1-1267-000</a>	ADVANCE	2,513,637.48	
	<b>Total Assets:</b>	<b>77,277,752.87</b>	<b><u>77,277,752.87</u></b>
<b>Liability</b>			
<a href="#">45-2-1212-000</a>	Accounts Payable	109,489.69	
	<b>Total Liability:</b>	<b>109,489.69</b>	
<b>Equity</b>			
<a href="#">45-3-1400-000</a>	Fund Balance	75,581,482.41	
	<b>Total Beginning Equity:</b>	<b>75,581,482.41</b>	
Total Revenue		2,204,801.22	
Total Expense		618,020.45	
Revenues Over/Under Expenses		<b>1,586,780.77</b>	
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>77,168,263.18</b>	
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>		<b><u>77,277,752.87</u></b>





Pharr, TX

# Income Statement Account Summary

For Fiscal: 2024 Period Ending: 03/31/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 45 - HCRMA - CAP.PROJECTS FUND</b>						
<b>Revenue</b>						
<a href="#">45-4-1506-000</a>	Interest Revenue	0.00	0.00	288,910.86	688,440.69	-688,440.69
<a href="#">45-4-4700-000</a>	Federal Grant	0.00	0.00	1,516,360.53	1,516,360.53	-1,516,360.53
<b>Revenue Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>1,805,271.39</b>	<b>2,204,801.22</b>	<b>-2,204,801.22</b>
<b>Expense</b>						
<a href="#">45-52900-8810-003</a>	365 RIGHT OF WAY	0.00	0.00	0.00	1,091.21	-1,091.21
<a href="#">45-52900-8810-004</a>	365 UTILITIES RELOCATION	0.00	0.00	505,989.55	615,479.24	-615,479.24
<a href="#">45-52900-8820-003</a>	IBTC - ROW	0.00	0.00	0.00	1,450.00	-1,450.00
<b>Expense Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>505,989.55</b>	<b>618,020.45</b>	<b>-618,020.45</b>
<b>Fund: 45 - HCRMA - CAP.PROJECTS FUND Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>1,299,281.84</b>	<b>1,586,780.77</b>	
<b>Total Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>1,299,281.84</b>	<b>1,586,780.77</b>	



Pharr, TX

# Bank Statement Register

## Pool Investment

Period 3/1/2024 - 3/31/2024

Packet: BRPKT04229

### Bank Statement

### General Ledger

Beginning Balance	72,057,962.72
Plus Debits	3,321,631.91
Less Credits	615,479.24
Adjustments	0.00
Ending Balance	74,764,115.39

Account Balance	74,764,115.39
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	74,764,115.39

Statement Ending Balance	74,764,115.39
Bank Difference	0.00
General Ledger Difference	0.00

### CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

45-1-1102-000 Pool Investment

### Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
03/31/2024	<a href="#">DEP0079700</a>	Deposit	TO RECORD FUND 45 INTEREST	120,476.40
03/31/2024	<a href="#">DEP0079701</a>	Deposit	TO RECORD FUND 45 INTEREST	168,434.46
03/31/2024	<a href="#">DEP0079702</a>	Deposit	TO RECORD FUND 45 INTEREST	3,032,721.05
Total Cleared Deposits (3)				3,321,631.91

### Cleared Other

Item Date	Reference	Item Type	Description	Amount
03/31/2024	<a href="#">EFT0004422</a>	EFT	TO REVERSE PAYABLE FUND 45	-109,489.69
03/31/2024	<a href="#">EFT0004424</a>	EFT	TO RECORD FUND 45 EXPENSES HCRMA M	-505,989.55
Total Cleared Other (2)				-615,479.24



Pharr, TX

Balance Sheet  
Account Summary  
As Of 03/31/2024

Account	Name	Balance
Fund: 46 - HCRMA- VRF SERIES 2020A		
Assets		
46-1-1102-000	INVESTMENTS	47.11
Total Assets:		47.11
		47.11
Liability		
Total Liability:		0.00
Total Revenue		11,601.29
Total Expense		11,554.18
Revenues Over/Under Expenses		47.11
Total Equity and Current Surplus (Deficit):		47.11
Total Liabilities, Equity and Current Surplus (Deficit):		47.11





Pharr, TX

# Income Statement Account Summary

For Fiscal: 2024 Period Ending: 03/31/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 46 - HCRMA- VRF SERIES 2020A						
Revenue						
<a href="#">46-4-1506-000</a>	INTEREST REVENUE	0.00	0.00	0.26	11,601.29	-11,601.29
Revenue Total:		0.00	0.00	0.26	11,601.29	-11,601.29
Expense						
<a href="#">46-52900-8810-001</a>	365 DESIGN	0.00	0.00	0.00	11,554.18	-11,554.18
Expense Total:		0.00	0.00	0.00	11,554.18	-11,554.18
Fund: 46 - HCRMA- VRF SERIES 2020A Surplus (Deficit):		0.00	0.00	0.26	47.11	
Total Surplus (Deficit):		0.00	0.00	0.26	47.11	



Pharr, TX

# Bank Statement Register

## INVESTMENTS

Period 3/1/2024 - 3/31/2024

Packet: BRPKT04230

### Bank Statement

### General Ledger

Beginning Balance	46.85	Account Balance	47.11
Plus Debits	0.26	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	47.11	Adjusted Account Balance	47.11

Statement Ending Balance	47.11
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

46-1-1102-000 INVESTMENTS

### Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
03/31/2024	<a href="#">DEP0079703</a>	Deposit	TO RECORD FUND 46 INTEREST	0.26
Total Cleared Deposits (1)				0.26

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY**  
**STATEMENT OF NET POSITION APRIL 30, 2024**

**ASSETS**

**CURRENT ASSETS**

Cash & cash equivalents	\$ 15,583,952
Cash with fiscal agent-promises	62,152
Cash & cash equivalents-Capital Projects	26,154,050
Investment-Capital Projects nonrestricted	52,142,513
Accounts Receivable - VR Fees	682,360
Accounts Receivable - Promises	29,754
Advance	2,513,637
Prepaid expense	26,624
Prepaid bond insurances	275,498
<b>Total Current Assets</b>	<b>97,470,540</b>

**RESTRICTED ASSETS**

Cash & equivalent-Construction 2020A Series	47
Cash & equivalent-Construction 2022 A&B series	4,452,634
Investments-Construction 2022 A Series	40,557,481
Accrued interest receivable-Construction Projects	146,607
Investment-2020 debt service	1,672,257
Investment-debt service: 2022 A&B	4,660,780
Cash & equivalents-debt service reserves: 2022 A&B	19,187,106
Investment-2022 liendebt service	1,768
Cash & equivalent-debt service jr. lien	188
Prepaid items	899
<b>Total Restricted Assets</b>	<b>70,679,767</b>

**CAPITAL ASSETS**

Land-ROW	914,934
Land-environmental	441,105
Leasehold improvements	388,932
Office equipment/other	40,946
Right to use-Bldg	437,340
Road-BSIF	3,010,637
Construction in progress	254,192,172
Accumulated depreciation	(491,277)
Accumulated amortization	(251,471)
<b>Total Capital Assets</b>	<b>258,683,319</b>

**TOTAL ASSETS** **\$ 426,833,626**

**LIABILITIES AND NET POSITION**

**CURRENT LIABILITIES**

Accounts payable	\$ 12,335
Accounts payable-City of Pharr	133,234
Accounts payable-capital projects	109,490
Lease Payable	208,697
Unearned Revenue - Overweight Permit Escrow	62,152
Current Portion of Bond Premium 2020A	45,256
Current Portion of Bond Premium 2022 A	356,126
Current Portion of Bond Premium 2022 B	132,309
<b>Total Current Liabilities</b>	<b>1,059,599</b>

**RESTRICTED LIABILITIES**

Current Portion of Long-Term 2020 Debt	2,325,000
Accrued bond interest payable	535,214
Retainage payable	139,078
<b>Total Restricted Liabilities</b>	<b>2,999,292</b>

**LONG-TERM LIABILITIES**

2020 Series A Bonds Payable	9,870,000
2020 Series B Bonds Payable	53,260,000
2022 Series A Bonds Payable	157,343,753
2022 Series B Bonds Payable	66,398,144
Bond premium 2020A	1,165,340
Bond premium 2022A	11,366,348
Bond premium 2022B	4,222,858
<b>Total Long-Term Liabilities</b>	<b>303,626,443</b>
<b>Total Liabilities</b>	<b>307,685,334</b>

**NET POSITION**

Investment in Capital Assets, Net of Related Debt	(3,675,464)
Restricted for:	
Debt Service	22,523,706
Capital projects	45,156,769
Unrestricted	55,143,281
<b>Total Net Position</b>	<b>119,148,292</b>

**TOTAL LIABILITIES AND NET POSITION** **\$ 426,833,626**





Pharr, TX

# Balance Sheet

## Account Summary

As Of 04/30/2024

Account	Name	Balance
<b>Fund: 41 - HCRMA-GENERAL</b>		
<b>Assets</b>		
<a href="#">41-1-1100-000</a>	GENERAL OPERATING	508,928.70
<a href="#">41-1-1102-000</a>	POOL INVESTMENTS	7,007,493.81
<a href="#">41-1-1102-001</a>	INVESTMENT-ROAD MAINT,	1,091,078.25
<a href="#">41-1-1102-002</a>	INVESTMENT-GENERAL	6,976,450.97
<a href="#">41-1-1113-000</a>	ACCOUNTS RECIEVABLES-VR FEES	682,360.00
<a href="#">41-1-1113-009</a>	ACCOUNTS RECEIVABLE- PROMILES	29,754.00
<a href="#">41-1-1113-100</a>	PROMILES-PREPAID/ESCROW OVERWE	62,151.56
<a href="#">41-1-1601-000</a>	PREPAID EXPENSE	26,624.20
<a href="#">41-1-1601-001</a>	PREPAID BOND INSURANCE	275,497.51
<a href="#">41-1-1910-001</a>	LAND - RIGHT OF WAY	914,933.99
<a href="#">41-1-1910-002</a>	LAND - ENVIORNMENTAL	441,105.00
<a href="#">41-1-1920-004</a>	LEASEHOLD IMPROV.	388,932.22
<a href="#">41-1-1922-000</a>	ACCUM DEPR - BUILDINGS	-161,660.23
<a href="#">41-1-1940-001</a>	OFFICE FURNITURE & FIXTURES	32,339.94
<a href="#">41-1-1940-002</a>	COMPUTER/SOFTWARE	8,606.51
<a href="#">41-1-1940-003</a>	RIGHT TO USE- BLDG	437,340.00
<a href="#">41-1-1942-000</a>	ACCUM DEPR - MACH & EQUIP	-25,553.06
<a href="#">41-1-1942-001</a>	ACCUM AMORT-BLDG	-251,471.00
<a href="#">41-1-1950-001</a>	ROADS - BSIF	3,010,636.97
<a href="#">41-1-1952-000</a>	ACCUM DEPR - INFRASTRUCTURE	-304,063.71
<a href="#">41-1-1960-000</a>	CONSTRUCTION IN PROGRESS	254,192,172.08
<b>Total Assets:</b>		<b>275,343,657.71</b>
		<b><u>275,343,657.71</u></b>
<b>Liability</b>		
<a href="#">41-2-1212-000</a>	ACCOUNTS PAYABLE	12,335.11
<a href="#">41-2-1212-001</a>	A/P CITY OF PHARR	133,233.50
<a href="#">41-2-1212-010</a>	LEASE PAYABLE	208,697.00
<a href="#">41-2-1213-007</a>	CURRENT-UNAMORTIZED-PREM 2022 A	356,125.78
<a href="#">41-2-1213-008</a>	CURRENT-UNAMORTIZED-PREM 2022 B	132,308.88
<a href="#">41-2-1213-010</a>	CURRENT- UNAMORTIZED- PREM 2020A	45,255.92
<a href="#">41-2-1213-012</a>	BONDS PAYABLE CURRENT- 2020B	2,325,000.00
<a href="#">41-2-1213-100</a>	UNEARNED REV.-OVERWEIGHT	62,151.56
<a href="#">41-2-1214-004</a>	UNAMORTIZED PREM- 2020A	1,165,339.94
<a href="#">41-2-1214-005</a>	LT UNAMORTIZED PREM 2022 A	11,366,347.66
<a href="#">41-2-1214-006</a>	LT UNAMORTIZED PREM 2022 B	4,222,858.10
<a href="#">41-2-1214-011</a>	LONG TERM BONDS- 2020A	9,870,000.00
<a href="#">41-2-1214-012</a>	LONG TERM BONDS- 2020B	53,260,000.00
<a href="#">41-2-1214-013</a>	LT BOND PAY 2022 A	157,343,752.50
<a href="#">41-2-1214-014</a>	LT BOND PAY 2022 B	66,398,144.30
<b>Total Liability:</b>		<b>306,901,550.25</b>
<b>Equity</b>		
<a href="#">41-3-3400-000</a>	FUND BALANCE	-32,977,689.46
<b>Total Beginning Equity:</b>		<b>-32,977,689.46</b>
Total Revenue		3,472,560.66
Total Expense		2,052,763.74
<b>Revenues Over/Under Expenses</b>		<b>1,419,796.92</b>
<b>Total Equity and Current Surplus (Deficit):</b>		<b>-31,557,892.54</b>
<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>		<b><u>275,343,657.71</u></b>



Pharr, TX

# Income Statement Account Summary

For Fiscal: 2024 Period Ending: 04/30/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 41 - HCRMA-GENERAL</b>						
<b>Revenue</b>						
<a href="#">41-4-1504-000</a>	VEHICLE REGISTRATION FEES	7,500,000.00	7,500,000.00	682,360.00	2,551,480.00	4,948,520.00
<a href="#">41-4-1505-005</a>	PROMILES-OW/OS PERMIT FEES	1,300,000.00	1,300,000.00	247,428.00	651,321.00	648,679.00
<a href="#">41-4-1506-000</a>	INTEREST REVENUE	200,000.00	200,000.00	65,614.99	264,256.21	-64,256.21
<a href="#">41-4-1999-006</a>	TRANSFER IN DEBT SERVICE	0.00	0.00	5,492.81	5,492.81	-5,492.81
<a href="#">41-4-4664-000</a>	MISCELLANEOUS	0.00	0.00	0.00	10.64	-10.64
<b>Revenue Total:</b>		<b>9,000,000.00</b>	<b>9,000,000.00</b>	<b>1,000,895.80</b>	<b>3,472,560.66</b>	<b>5,527,439.34</b>
<b>Expense</b>						
<a href="#">41-52900-1100-000</a>	SALARIES	770,700.00	770,700.00	43,119.82	162,387.06	608,312.94
<a href="#">41-52900-1104-000</a>	OVERTIME	500.00	500.00	0.00	334.88	165.12
<a href="#">41-52900-1105-000</a>	FICA	61,945.00	61,945.00	3,513.46	13,238.42	48,706.58
<a href="#">41-52900-1106-000</a>	HEALTH INSURANCE	50,465.00	50,465.00	2,529.52	9,948.40	40,516.60
<a href="#">41-52900-1106-001</a>	HEALTH INSURANCE- OTHER	1,500.00	1,500.00	0.00	55.00	1,445.00
<a href="#">41-52900-1115-000</a>	EMPLOYEES RETIREMENT	96,763.00	96,763.00	5,049.86	18,584.47	78,178.53
<a href="#">41-52900-1115-001</a>	RETIREMENT- USCT	90,000.00	90,000.00	0.00	0.00	90,000.00
<a href="#">41-52900-1116-000</a>	PHONE ALLOWANCE	7,500.00	7,500.00	392.30	1,443.11	6,056.89
<a href="#">41-52900-1117-000</a>	CAR ALLOWANCE	26,400.00	26,400.00	1,292.30	4,753.85	21,646.15
<a href="#">41-52900-1122-000</a>	EAP- ASSISTANCE PROGRAM	122.00	122.00	0.00	0.00	122.00
<a href="#">41-52900-1178-000</a>	ADMIN FEE	13,650.00	13,650.00	750.00	3,000.00	10,650.00
<a href="#">41-52900-1179-000</a>	CONTINGENCY	38,538.00	38,538.00	0.00	0.00	38,538.00
<a href="#">41-52900-1200-000</a>	OFFICE SUPPLIES	12,000.00	12,000.00	215.28	1,212.84	10,787.16
<a href="#">41-52900-1603-000</a>	BUILDING REMODEL	20,000.00	20,000.00	0.00	964.30	19,035.70
<a href="#">41-52900-1604-000</a>	MAINTENANCE & REPAIR	10,000.00	10,000.00	0.00	0.00	10,000.00
<a href="#">41-52900-1605-000</a>	JANITORIAL	1,000.00	1,000.00	0.00	0.00	1,000.00
<a href="#">41-52900-1606-000</a>	UTILITIES	2,800.00	2,800.00	251.23	729.45	2,070.55
<a href="#">41-52900-1607-000</a>	CONTRACTUAL ADM/IT SERVICES	12,000.00	12,000.00	850.00	4,250.00	7,750.00
<a href="#">41-52900-1610-000</a>	DUES & SUBSCRIPTIONS	18,000.00	18,000.00	399.00	11,269.00	6,731.00
<a href="#">41-52900-1610-001</a>	SUBSCRIPTIONS-SOFTWARE	1,200.00	1,200.00	4.95	14.85	1,185.15
<a href="#">41-52900-1611-000</a>	POSTAGE/FEDEX/COURTIER	2,500.00	2,500.00	125.86	496.24	2,003.76
<a href="#">41-52900-1620-000</a>	GENERAL LIABILITY	5,000.00	5,000.00	0.00	3,727.20	1,272.80
<a href="#">41-52900-1621-000</a>	INSURANCE-E&O	2,000.00	2,000.00	0.00	1,661.02	338.98
<a href="#">41-52900-1622-000</a>	INSURANCE-SURETY	800.00	800.00	0.00	0.00	800.00
<a href="#">41-52900-1623-000</a>	INSURANCE-LETTER OF CREDIT	500.00	500.00	0.00	0.00	500.00
<a href="#">41-52900-1623-001</a>	INSURANCE-OTHER	4,000.00	4,000.00	0.00	5,419.64	-1,419.64
<a href="#">41-52900-1623-002</a>	INSURANCE- CYBERSECURITY	10,000.00	10,000.00	0.00	8,093.08	1,906.92
<a href="#">41-52900-1630-000</a>	BUSINESS MEALS	2,000.00	2,000.00	0.00	165.72	1,834.28
<a href="#">41-52900-1640-000</a>	ADVERTISING	2,000.00	2,000.00	0.00	199.98	1,800.02
<a href="#">41-52900-1650-000</a>	TRAINING	8,000.00	8,000.00	399.00	879.00	7,121.00
<a href="#">41-52900-1660-000</a>	TRAVEL	8,000.00	8,000.00	0.00	0.00	8,000.00
<a href="#">41-52900-1662-000</a>	PRINTING & PUBLICATIONS	10,000.00	10,000.00	0.00	383.05	9,616.95
<a href="#">41-52900-1703-000</a>	BANK SERVICE CHARGES	100.00	100.00	0.00	0.00	100.00
<a href="#">41-52900-1705-000</a>	ACCOUNTING FEES	40,000.00	40,000.00	205.00	5,615.00	34,385.00
<a href="#">41-52900-1710-000</a>	LEGAL FEES	50,000.00	50,000.00	135.00	4,003.92	45,996.08
<a href="#">41-52900-1710-001</a>	LEGAL FEES-GOV.AFFAIRS	120,000.00	120,000.00	10,000.00	30,000.00	90,000.00
<a href="#">41-52900-1712-000</a>	FINANCIAL CONSULTING FEES	55,000.00	55,000.00	0.00	11,607.82	43,392.18
<a href="#">41-52900-1712-001</a>	INSURANCE CONSULTANT	10,000.00	10,000.00	0.00	0.00	10,000.00
<a href="#">41-52900-1715-000</a>	RENT-OFFICE	54,000.00	54,000.00	4,480.00	22,400.00	31,600.00
<a href="#">41-52900-1715-001</a>	RENT-OFFICE EQUIPMENT	8,500.00	8,500.00	591.60	2,648.43	5,851.57
<a href="#">41-52900-1715-002</a>	RENT-OTHER	3,000.00	3,000.00	236.00	708.00	2,292.00
<a href="#">41-52900-1716-000</a>	CONTRACTUAL WEBSITE SERVICES	2,400.00	2,400.00	200.00	600.00	1,800.00
<a href="#">41-52900-1731-000</a>	MISCELLANEOUS	500.00	500.00	0.00	5,000.00	-4,500.00
<a href="#">41-52900-1732-000</a>	PENALTIES & INTEREST	100.00	100.00	0.00	0.00	100.00



## Income Statement

For Fiscal: 2024 Period Ending: 04/30/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<a href="#">41-52900-1850-000</a>	CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	10,000.00
<a href="#">41-52900-1850-001</a>	LAND ACQUISITION	1,085,000.00	1,085,000.00	0.00	0.00	1,085,000.00
<a href="#">41-52900-1899-000</a>	NON-CAPITAL	10,000.00	10,000.00	0.00	0.00	10,000.00
<a href="#">41-52900-1999-003</a>	TRANSFER OUT TO DEBT	0.00	0.00	0.00	24,800.00	-24,800.00
<a href="#">41-52900-1999-006</a>	TRANS OUT- 2020 DEBT SVC	3,973,317.00	3,973,317.00	331,109.78	1,324,439.12	2,648,877.88
<a href="#">41-53000-1100-000</a>	SALARIES	727,860.00	727,860.00	51,358.01	189,017.94	538,842.06
<a href="#">41-53000-1104-000</a>	OVERTIME	50,000.00	50,000.00	5,892.29	24,967.83	25,032.17
<a href="#">41-53000-1105-000</a>	FICA	62,290.00	62,290.00	4,375.26	16,353.78	45,936.22
<a href="#">41-53000-1106-000</a>	HEALTH INSURANCE	74,234.00	74,234.00	4,949.04	19,786.80	54,447.20
<a href="#">41-53000-1115-000</a>	EMPLOYEES RETIREMENT	97,303.00	97,303.00	7,516.70	28,086.22	69,216.78
<a href="#">41-53000-1116-000</a>	PHONE ALLOWANCE	12,000.00	12,000.00	646.10	2,376.74	9,623.26
<a href="#">41-53000-1117-000</a>	CAR ALLOWANCE	7,200.00	7,200.00	553.84	2,037.36	5,162.64
<a href="#">41-53000-1122-000</a>	EAP- ASSISTANCE PROGRAM	174.00	174.00	0.00	0.00	174.00
<a href="#">41-53000-1178-000</a>	ADMN FEE	19,500.00	19,500.00	1,350.00	5,400.00	14,100.00
<a href="#">41-53000-1179-000</a>	CONTINGENCY	36,393.00	36,393.00	0.00	0.00	36,393.00
<a href="#">41-53000-1200-000</a>	OFFICE SUPPLIES	5,000.00	5,000.00	102.00	348.42	4,651.58
<a href="#">41-53000-1201-000</a>	SMALL TOOLS	10,000.00	10,000.00	0.00	118.73	9,881.27
<a href="#">41-53000-1605-000</a>	JANITORIAL	300.00	300.00	0.00	0.00	300.00
<a href="#">41-53000-1606-001</a>	UTILITIES	750.00	750.00	58.10	174.30	575.70
<a href="#">41-53000-1608-000</a>	UNIFORMS	6,000.00	6,000.00	0.00	117.00	5,883.00
<a href="#">41-53000-1610-000</a>	DUES & SUBSCRIPTIONS	2,000.00	2,000.00	50.00	339.00	1,661.00
<a href="#">41-53000-1610-001</a>	SUBSCRIPTIONS - SOFTWARE	25,000.00	25,000.00	0.00	19,750.00	5,250.00
<a href="#">41-53000-1611-000</a>	POSTAGE/FEDEX/COURTIER	250.00	250.00	0.00	0.00	250.00
<a href="#">41-53000-1640-000</a>	ADVERTISING	4,000.00	4,000.00	350.00	18,344.16	-14,344.16
<a href="#">41-53000-1650-000</a>	TRAINING	10,000.00	10,000.00	0.00	200.00	9,800.00
<a href="#">41-53000-1660-000</a>	TRAVEL	20,000.00	20,000.00	474.08	1,026.17	18,973.83
<a href="#">41-53000-1662-000</a>	PRINTING & PUBLICATIONS	100.00	100.00	0.00	0.00	100.00
<a href="#">41-53000-1715-001</a>	RENTAL - OFFICE EQUIPMENT	3,500.00	3,500.00	219.46	877.84	2,622.16
<a href="#">41-53000-1715-002</a>	RENT-OTHER	2,800.00	2,800.00	0.00	0.00	2,800.00
<a href="#">41-53000-1715-010</a>	VEHICLE RENTAL	70,000.00	70,000.00	5,501.71	27,507.35	42,492.65
<a href="#">41-53000-1715-011</a>	VEHICLE INSURANCE	6,000.00	6,000.00	0.00	2,106.59	3,893.41
<a href="#">41-53000-1715-012</a>	VEHICLE MAINTENANCE	2,500.00	2,500.00	119.94	379.82	2,120.18
<a href="#">41-53000-1715-013</a>	VEHICLE FUEL	10,000.00	10,000.00	0.00	2,091.86	7,908.14
<a href="#">41-53000-1850-000</a>	CAPITAL OUTLAY	8,000.00	8,000.00	0.00	0.00	8,000.00
<a href="#">41-53000-1899-000</a>	NON-CAPITALIZED	3,000.00	3,000.00	0.00	0.00	3,000.00
<a href="#">41-54000-1100-000</a>	SALARIES	500,000.00	500,000.00	0.00	0.00	500,000.00
<a href="#">41-54000-1105-000</a>	FICA	38,300.00	38,300.00	0.00	0.00	38,300.00
<a href="#">41-54000-1106-000</a>	HEALTH INSURANCE	29,694.00	29,694.00	0.00	0.00	29,694.00
<a href="#">41-54000-1115-000</a>	EMPLOYEES RETIREMENT	37,600.00	37,600.00	0.00	0.00	37,600.00
<a href="#">41-54000-1116-000</a>	PHONE ALLOWANCE	4,800.00	4,800.00	0.00	0.00	4,800.00
<a href="#">41-54000-1117-000</a>	CAR ALLOWANCE	21,600.00	21,600.00	0.00	0.00	21,600.00
<a href="#">41-54000-1122-000</a>	EAP- ASSISTANCE PROGRAM	70.00	70.00	0.00	0.00	70.00
<a href="#">41-54000-1178-000</a>	ADMN FEE	7,800.00	7,800.00	0.00	0.00	7,800.00
<a href="#">41-54000-1179-000</a>	CONTINGENCY	21,600.00	21,600.00	0.00	0.00	21,600.00
<a href="#">41-54000-1200-000</a>	OFFICE SUPPLIES	2,500.00	2,500.00	0.00	0.00	2,500.00
<a href="#">41-54000-1610-000</a>	DUES & SUBSCRIPTIONS	3,000.00	3,000.00	0.00	0.00	3,000.00
<a href="#">41-54000-1610-001</a>	SUBSCRIPTIONS-SOFTWARE	75,000.00	75,000.00	0.00	5,666.10	69,333.90
<a href="#">41-54000-1611-000</a>	POSTAGE/FEDEX/COURTIER	100.00	100.00	0.00	0.00	100.00
<a href="#">41-54000-1640-000</a>	ADVERTISING	3,500.00	3,500.00	0.00	0.00	3,500.00
<a href="#">41-54000-1650-000</a>	TRAINING	5,000.00	5,000.00	0.00	0.00	5,000.00
<a href="#">41-54000-1660-000</a>	TRAVEL	8,000.00	8,000.00	0.00	0.00	8,000.00
<a href="#">41-54000-1899-000</a>	NON-CAPITALIZED	10,000.00	10,000.00	0.00	0.00	10,000.00
<a href="#">41-58000-1604-001</a>	MAINTENANCE AND REPAIR -BSIF	3,000.00	3,000.00	0.00	465.00	2,535.00
<a href="#">41-58000-1606-002</a>	UTILITIES - BSIF	1,500.00	1,500.00	64.18	191.88	1,308.12
Expense Total:		8,761,018.00	8,761,018.00	489,430.67	2,052,763.74	6,708,254.26
Fund: 41 - HCRMA-GENERAL Surplus (Deficit):		238,982.00	238,982.00	511,465.13	1,419,796.92	
Total Surplus (Deficit):		238,982.00	238,982.00	511,465.13	1,419,796.92	





Pharr, TX

# Bank Statement Register

## GENERAL OPERATING

Period 4/1/2024 - 4/30/2024

Packet: BRPKT04307

05/16/24

### Bank Statement

### General Ledger

Beginning Balance	514,245.39
Plus Debits	594,226.42
Less Credits	599,428.61
Adjustments	0.00
Ending Balance	509,043.20

Account Balance	508,928.70
Less Outstanding Debits	0.00
Plus Outstanding Credits	114.50
Adjustments	0.00
Adjusted Account Balance	509,043.20

Statement Ending Balance	509,043.20
Bank Difference	0.00
General Ledger Difference	0.00

### CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1100-000 GENERAL OPERATING

### Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
01/31/2024	<a href="#">DEP0080139</a>	Deposit	TO REVERSE DEPOSITS POSTED TWICE UN	850.00
01/31/2024	<a href="#">DEP0080140</a>	Deposit	TO REVERSE DEPOSITS POSTED TWICE UN	5,980.00
01/31/2024	<a href="#">DEP0080141</a>	Deposit	TO REVERSE DEPOSITS POSTED TWICE UN	5,505.11
04/30/2024	<a href="#">DEP0081312</a>	Deposit	TO RECORD FUND 41 TRANSACTIONS HCR	38,016.00
04/30/2024	<a href="#">DEP0081313</a>	Deposit	TO RECORD FUND 41 TRANSACTIONS HCR	36,207.00
04/30/2024	<a href="#">DEP0081314</a>	Deposit	TO RECORD FUND 41 TRANSACTIONS HCR	38,745.00
04/30/2024	<a href="#">DEP0081315</a>	Deposit	TO RECORD FUND 41 TRANSACTIONS HCR	44,280.00
04/30/2024	<a href="#">DEP0081316</a>	Deposit	TO RECORD FUND 41 TRANSACTIONS HCR	46,791.00
04/30/2024	<a href="#">DEP0081317</a>	Deposit	TO RECORD FUND 41 TRANSACTIONS HCR	43,389.00
04/30/2024	<a href="#">DEP0081318</a>	Deposit	TO RECORD FUND 41 TRANSACTIONS HCR	334,463.31
Total Cleared Deposits (10)				594,226.42

### Cleared Checks

Item Date	Reference	Item Type	Description	Amount
03/28/2024	<a href="#">2799</a>	Check	A FAST DELIVERY	-141.00
03/28/2024	<a href="#">2800</a>	Check	ADVANCE PUBLISHING LLC	-1,357.50
03/28/2024	<a href="#">2801</a>	Check	AIM MEDIA TEXAS BUSINESS OFFICE	-4,967.32
03/28/2024	<a href="#">2802</a>	Check	BENTLEY SYSTEMS, INC.	-5,666.10
03/28/2024	<a href="#">2803</a>	Check	BURTON MCCUMBER & LONGORIA, LLP	-5,000.00
03/28/2024	<a href="#">2804</a>	Check	DESK SPINCO, INC	-761.60
03/28/2024	<a href="#">2805</a>	Check	GATEHOUSE MEDIA TEXAS HOLDINGS II, I	-1,571.00
03/28/2024	<a href="#">2806</a>	Check	GATEWAY PRINTING & OFFICE SUPPLY INC	-246.77
03/28/2024	<a href="#">2807</a>	Check	HILLTOP SECURITIES INC.	-4,700.00
03/28/2024	<a href="#">2808</a>	Check	SUPERIOR ALARMS	-964.30

## Cleared Checks

Item Date	Reference	Item Type	Description	Amount
03/28/2024	<a href="#">2809</a>	Check	UBEO MIDCO, LLC	-383.05
03/28/2024	<a href="#">2810</a>	Check	XEROX BUSINESS SOLUTIONS SOUTHWES	-282.03
03/28/2024	<a href="#">2811</a>	Check	XEROX CORPORATION	-811.06
04/26/2024	<a href="#">2813</a>	Check	AIM MEDIA TEXAS BUSINESS OFFICE	-350.00
04/26/2024	<a href="#">2814</a>	Check	GATEWAY PRINTING & OFFICE SUPPLY INC	-54.64
04/26/2024	<a href="#">2815</a>	Check	XEROX CORPORATION	-811.06
Total Cleared Checks (16)				-28,067.43

## Cleared Other

Item Date	Reference	Item Type	Description	Amount
01/31/2024	<a href="#">DFT0010767</a>	Bank Draft	PHARR ECONOMIC DEVELOPMENT CORPOR	-5,980.00
01/31/2024	<a href="#">DFT0010768</a>	Bank Draft	CITY OF PHARR	-5,505.11
03/14/2024	<a href="#">DFT0011108</a>	Bank Draft	CITY OF PHARR	-850.00
04/04/2024	<a href="#">DFT0011288</a>	Bank Draft	PHARR ECONOMIC DEVELOPMENT CORPOR	-4,480.00
04/04/2024	<a href="#">DFT0011291</a>	Bank Draft	PENA DESIGNS	-200.00
04/05/2024	<a href="#">DFT0011289</a>	Bank Draft	LAW OFFICE OF RICHARD A. CANTU	-135.00
04/10/2024	<a href="#">DFT0011283</a>	Bank Draft	CITY OF PHARR	-850.00
04/11/2024	<a href="#">DFT0011292</a>	Bank Draft	RAMON NAVARRO	-474.08
04/12/2024	<a href="#">DFT0011284</a>	Bank Draft	CITY OF PHARR	-127,888.88
04/12/2024	<a href="#">DFT0011285</a>	Bank Draft	CITY OF PHARR	-205.00
04/12/2024	<a href="#">DFT0011286</a>	Bank Draft	CITY OF PHARR	-7,380.00
04/12/2024	<a href="#">DFT0011287</a>	Bank Draft	CITY OF PHARR	-5,501.71
04/29/2024	<a href="#">EFT0004531</a>	EFT	TO RECORD OUTGOING WIRE FOR HCRMA	-400,000.00
04/30/2024	<a href="#">DFT0011290</a>	Bank Draft	PATHFINDER PUBLIC AFFAIRS	-10,000.00
04/30/2024	<a href="#">EFT0004526</a>	EFT	TO RECORD CREDIT CARD SERVICES EXPE	-454.00
04/30/2024	<a href="#">EFT0004527</a>	EFT	TO RECORD CREDIT CARD SERVICES EXPE	-1,017.61
04/30/2024	<a href="#">EFT0004528</a>	EFT	TO RECORD CREDIT CARD SERVICES EXPE	-439.79
Total Cleared Other (17)				-571,361.18

## Outstanding Checks

Item Date	Reference	Item Type	Description	Amount
04/26/2024	<a href="#">2812</a>	Check	A FAST DELIVERY	-114.50
Total Outstanding Checks (1)				-114.50



Pharr, TX

# Bank Statement Register

## POOL INVESTMENTS

Period 4/1/2024 - 4/30/2024

Packet: BRPKT04305

Bank Statement		General Ledger	
Beginning Balance	6,577,885.08	Account Balance	7,007,493.81
Plus Debits	429,608.73	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	7,007,493.81	Adjusted Account Balance	7,007,493.81
Statement Ending Balance		7,007,493.81	
Bank Difference		0.00	
General Ledger Difference		0.00	

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1102-000 POOL INVESTMENTS

### Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
04/29/2024	<a href="#">DEP0081321</a>	Deposit	TO RECORD OUTGOING WIRE FOR HCRMA	400,000.00
Total Cleared Deposits (1)				400,000.00

### Cleared Other

Item Date	Reference	Item Type	Description	Amount
04/30/2024	<a href="#">INT0002500</a>	Interest	TO RECORD FUND 41 TRANSACTIONS HCR	29,608.73
Total Cleared Other (1)				29,608.73





Pharr, TX

# Bank Statement Register

RMA LOGIC ROAD MAINT

Period 4/1/2024 - 4/30/2024

Packet: BRPKT04306

## Bank Statement

## General Ledger

Beginning Balance 1,086,208.71  
Plus Debits 4,869.54  
Less Credits 0.00  
Adjustments 0.00  
Ending Balance 1,091,078.25

Account Balance 1,091,078.25  
Less Outstanding Debits 0.00  
Plus Outstanding Credits 0.00  
Adjustments 0.00  
Adjusted Account Balance 1,091,078.25

Statement Ending Balance 1,091,078.25  
Bank Difference 0.00  
General Ledger Difference 0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1102-001 INVESTMENT-ROAD MAINT,

## Cleared Other

Item Date	Reference	Item Type	Description	Amount
04/30/2024	<a href="#">INT0002501</a>	Interest	TO RECORD FUND 41 TRANSACTIONS HCR	4,869.54
Total Cleared Other (1)				4,869.54



Pharr, TX

# Bank Statement Register

INVESTMENT-GENERAL

Period 4/1/2024 - 4/30/2024

Packet: BRPKT04308

05/16/24

## Bank Statement

## General Ledger

Beginning Balance	6,945,314.53
Plus Debits	31,136.44
Less Credits	0.00
Adjustments	0.00
Ending Balance	6,976,450.97

Account Balance	6,976,450.97
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	6,976,450.97

Statement Ending Balance	6,976,450.97
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1102-002 INVESTMENT-GENERAL

## Cleared Other

Item Date	Reference	Item Type	Description	Amount
04/30/2024	<a href="#">INT0002502</a>	Interest	TO RECORD FUND 41 TRANSACTIONS HCR	31,136.44
Total Cleared Other (1)				31,136.44



Pharr, TX

# Balance Sheet

## Account Summary

As Of 04/30/2024

Account	Name	Balance
<b>Fund: 42 - HCRMA-DEBT SERVICE</b>		
<b>Assets</b>		
<a href="#">42-1-1102-002</a>	INVESTMENTS D/S 2022 A SERIES	4,539,636.29
<a href="#">42-1-1102-003</a>	INVESTMENTS D/S2022 B SERIES	119,475.24
<a href="#">42-1-1102-004</a>	INVESTMENT SR 2022A	1,668.76
<a href="#">42-1-1102-010</a>	INVESTMENTS RESERVE D/S 2022 A SERIE	13,223,314.61
<a href="#">42-1-1102-011</a>	INVESTMENTS RESERVE D/S 2022 B SERIE	5,963,791.44
<a href="#">42-1-1102-012</a>	INVESTMENT JR LIEN REV BDS 2022B	1,767.61
<a href="#">42-1-1601-000</a>	PREPAID EXPENSE	898.72
<a href="#">42-1-4105-001</a>	DEBT SVC - JR LIEN	188.44
<a href="#">42-1-4105-002</a>	DEBT SERVICE- 2020 SERIES	1,672,256.80
	<b>Total Assets:</b>	<b>25,522,997.91</b>
		<b><u>25,522,997.91</u></b>
<b>Liability</b>		
<a href="#">42-2-4214-007</a>	ACCRUED INTEREST PAY- 2020 SERIES	137,360.00
<a href="#">42-2-4214-008</a>	ACCRUED INTEREST PAY - 2022 A SERIES	274,658.00
<a href="#">42-2-4214-009</a>	ACCRUED INTEREST PAY 2022 B SERIES	123,196.00
	<b>Total Liability:</b>	<b>535,214.00</b>
<b>Equity</b>		
<a href="#">42-3-4400-000</a>	FUND BALANCE	23,256,075.42
	<b>Total Beginning Equity:</b>	<b>23,256,075.42</b>
Total Revenue		1,737,201.30
Total Expense		5,492.81
Revenues Over/Under Expenses		<b>1,731,708.49</b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>24,987,783.91</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>25,522,997.91</u></b>





Pharr, TX

# Income Statement Account Summary

For Fiscal: 2024 Period Ending: 04/30/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 42 - HCRMA-DEBT SERVICE</b>						
<b>Revenue</b>						
<a href="#">42-4-1506-000</a>	INTEREST INCOME	0.00	0.00	22.99	60,830.05	-60,830.05
<a href="#">42-4-1506-001</a>	INTEREST INCOME-JR LIEN	0.00	0.00	0.00	2.60	-2.60
<a href="#">42-4-1506-002</a>	INTEREST 2020 SERIES	0.00	0.00	5,314.54	10,785.60	-10,785.60
<a href="#">42-4-1506-003</a>	INTEREST 2022 A SERIES	0.00	0.00	19,050.05	55,790.49	-55,790.49
<a href="#">42-4-1506-004</a>	INTEREST 2022 B SERIES	0.00	0.00	508.64	1,489.65	-1,489.65
<a href="#">42-4-1506-010</a>	INTEREST RESERVE 2022 A SERIES	0.00	0.00	59,016.70	176,745.99	-176,745.99
<a href="#">42-4-1506-011</a>	INTEREST RESERVE 2022 B SERIES	0.00	0.00	26,616.88	107,117.80	-107,117.80
<a href="#">42-4-1999-000</a>	TRANSFERS IN-FROM GENERAL FUND	0.00	0.00	331,109.78	1,324,439.12	-1,324,439.12
<b>Revenue Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>441,639.58</b>	<b>1,737,201.30</b>	<b>-1,737,201.30</b>
<b>Expense</b>						
<a href="#">42-52900-8899-002</a>	TRANSFER OUT GEN FUND	0.00	0.00	5,492.81	5,492.81	-5,492.81
<b>Expense Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>5,492.81</b>	<b>5,492.81</b>	<b>-5,492.81</b>
<b>Fund: 42 - HCRMA-DEBT SERVICE Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>436,146.77</b>	<b>1,731,708.49</b>	
<b>Total Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>436,146.77</b>	<b>1,731,708.49</b>	



Pharr, TX

# Bank Statement Register

INVESTMENT D/S 2022A SERIES

Period 4/1/2024 - 4/30/2024

Packet: BRPKT04309

Bank Statement		General Ledger	
Beginning Balance	4,520,592.64	Account Balance	4,539,636.29
Plus Debits	19,043.65	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	4,539,636.29	Adjusted Account Balance	4,539,636.29
Statement Ending Balance		4,539,636.29	
Bank Difference		0.00	
General Ledger Difference		0.00	

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-002 INVESTMENTS D/S 2022 A SERIES

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
04/30/2024	<a href="#">DEP0081319</a>	Deposit	TO RECORD INTEREST REVENUE	19,043.65
Total Cleared Deposits (1)				19,043.65



Pharr, TX

Bank Statement Register

INVESTMENT D/S 2022B SERIES

Period 4/1/2024 - 4/30/2024

Packet: BRPKT04310

05/16/24

Bank Statement		General Ledger	
Beginning Balance	118,974.04	Account Balance	119,475.24
Plus Debits	501.20	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	119,475.24	Adjusted Account Balance	119,475.24
Statement Ending Balance		119,475.24	
Bank Difference		0.00	
General Ledger Difference		0.00	

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-003 INVESTMENTS D/S2022 B SERIES

Cleared Other				
Item Date	Reference	Item Type	Description	Amount
04/30/2024	<a href="#">INT0002503</a>	Interest	TO RECORD INTEREST REVENUE	501.20
Total Cleared Other (1)				501.20





Pharr, TX

# Bank Statement Register

INVESTMENT SR 2022A

Period 4/1/2024 - 4/30/2024

Packet: BRPKT04311

## Bank Statement

## General Ledger

Beginning Balance 1,662.36  
Plus Debits 6.40  
Less Credits 0.00  
Adjustments 0.00  
Ending Balance 1,668.76

Account Balance 1,668.76  
Less Outstanding Debits 0.00  
Plus Outstanding Credits 0.00  
Adjustments 0.00  
Adjusted Account Balance 1,668.76

05/16/24

Statement Ending Balance 1,668.76  
Bank Difference 0.00  
General Ledger Difference 0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-004 INVESTMENT SR 2022A

## Cleared Other

Item Date	Reference	Item Type	Description	Amount
04/30/2024	<a href="#">INT0002504</a>	Interest	TO RECORD INTEREST REVENUE	6.40
Total Cleared Other (1)				6.40



Pharr, TX

# Bank Statement Register

INVESTMENT RESERVE D/S 2022A SERIES

Period 4/1/2024 - 4/30/2024

Packet: BRPKT04312

Bank Statement		General Ledger	
Beginning Balance	13,164,297.91	Account Balance	13,223,314.61
Plus Debits	59,016.70	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	13,223,314.61	Adjusted Account Balance	13,223,314.61
Statement Ending Balance		13,223,314.61	
Bank Difference		0.00	
General Ledger Difference		0.00	

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-010 INVESTMENTS RESERVE D/S 2022 A SERIES  
Cleared Other

Item Date	Reference	Item Type	Description	Amount
04/30/2024	<a href="#">INT0002505</a>	Interest	TO RECORD INTEREST REVENUE	59,016.70
Total Cleared Other (1)				59,016.70



Pharr, TX

# Bank Statement Register

INVESTMENT RESERVE D/S 2022B SERIES

Period 4/1/2024 - 4/30/2024

Packet: BRPKT04313

Bank Statement		General Ledger	
Beginning Balance	5,937,174.56	Account Balance	5,963,791.44
Plus Debits	26,616.88	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	5,963,791.44	Adjusted Account Balance	5,963,791.44
Statement Ending Balance		5,963,791.44	
Bank Difference		0.00	
General Ledger Difference		0.00	

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-011 INVESTMENTS RESERVE D/S 2022 B SERIES

Cleared Other				
Item Date	Reference	Item Type	Description	Amount
04/30/2024	<a href="#">INT0002506</a>	Interest	TO RECORD INTEREST REVENUE	26,616.88
Total Cleared Other (1)				26,616.88





Pharr, TX

# Bank Statement Register

INVESTMENT JR LIEN REV BDS 2022B

Period 4/1/2024 - 4/30/2024

Packet: BRPKT04314

05/16/24

Bank Statement		General Ledger	
Beginning Balance	1,760.17	Account Balance	1,767.61
Plus Debits	7.44	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	1,767.61	Adjusted Account Balance	1,767.61
Statement Ending Balance		1,767.61	
Bank Difference		0.00	
General Ledger Difference		0.00	

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-012 INVESTMENT JR LIEN REV BDS 2022B

Cleared Other

Item Date	Reference	Item Type	Description	Amount
04/30/2024	<a href="#">INT0002507</a>	Interest	TO RECORD INTEREST REVENUE	7.44
Total Cleared Other (1)				7.44



Pharr, TX

# Bank Statement Register

WILMINGTON-DEBT SERVICE

Period 4/1/2024 - 4/30/2024

Packet: BRPKT04315

## Bank Statement

## General Ledger

Beginning Balance 5,469.82  
Plus Debits 22.99  
Less Credits 5,492.81  
Adjustments 0.00  
Ending Balance 0.00

Account Balance 0.00  
Less Outstanding Debits 0.00  
Plus Outstanding Credits 0.00  
Adjustments 0.00  
Adjusted Account Balance 0.00

05/16/24

Statement Ending Balance 0.00  
Bank Difference 0.00  
General Ledger Difference 0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-4105-000 WILMINGTON-DEBT SERVICE

## Cleared Other

Item Date	Reference	Item Type	Description	Amount
04/30/2024	<a href="#">EFT0004530</a>	EFT	TO RECORD INTEREST REVENUE	-5,492.81
04/30/2024	<a href="#">INT0002508</a>	Interest	TO RECORD INTEREST REVENUE	22.99
Total Cleared Other (2)				-5,469.82



Pharr, TX

# Bank Statement Register

INVESTMENTS D/S 2020 SERIES -

Period 4/1/2024 - 4/30/2024

Packet: BRPKT04316

## Bank Statement

## General Ledger

Beginning Balance 1,335,832.48  
Plus Debits 336,424.32  
Less Credits 0.00  
Adjustments 0.00  
Ending Balance 1,672,256.80

Account Balance 1,672,256.80  
Less Outstanding Debits 0.00  
Plus Outstanding Credits 0.00  
Adjustments 0.00  
Adjusted Account Balance 1,672,256.80

05/16/24

Statement Ending Balance 1,672,256.80  
Bank Difference 0.00  
General Ledger Difference 0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-4105-002 DEBT SERVICE- 2020 SERIES

## Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
04/30/2024	<a href="#">DEP0081320</a>	Deposit	TO RECORD CASH RECEIPTS	336,424.32
Total Cleared Deposits (1)				336,424.32





Pharr, TX

# Balance Sheet

## Account Summary

As Of 04/30/2024

Account	Name	Balance	
<b>Fund: 44 - HCRMA-365 CONSTRUCTION</b>			
<b>Assets</b>			
<a href="#">44-1-1102-001</a>	INVESTMENTS - 2022 A SERIES	45,010,113.48	
<a href="#">44-1-1102-002</a>	INVESTMENTS - 2022 B SERIES	2.39	
<a href="#">44-1-1113-012</a>	ACCRUED INTEREST	146,607.34	
	<b>Total Assets:</b>	<b>45,156,723.21</b>	<b><u>45,156,723.21</u></b>
<b>Liability</b>			
<a href="#">44-2-1212-009</a>	RETAINAGE PAYABLE	172,375.16	
	<b>Total Liability:</b>	<b>172,375.16</b>	
<b>Equity</b>			
<a href="#">44-3-1400-000</a>	FUND BALANCE	61,035,692.50	
	<b>Total Beginning Equity:</b>	<b>61,035,692.50</b>	
Total Revenue		339,336.33	
Total Expense		16,390,680.78	
Revenues Over/Under Expenses		-16,051,344.45	
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>44,984,348.05</b>	
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>		<b><u>45,156,723.21</u></b>



Pharr, TX

# Income Statement

## Account Summary

For Fiscal: 2024 Period Ending: 04/30/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 44 - HCRMA-365 CONSTRUCTION</b>						
<b>Revenue</b>						
<a href="#">44-4-1506-000</a>	INTEREST REVENUE	0.00	0.00	149,784.91	339,336.33	-339,336.33
<b>Revenue Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>149,784.91</b>	<b>339,336.33</b>	<b>-339,336.33</b>
<b>Expense</b>						
<a href="#">44-52900-8800-000</a>	CONSULTING AND ENGINEERING	0.00	0.00	302,781.03	815,812.40	-815,812.40
<a href="#">44-52900-8810-000</a>	SH 365-ENVIROMENTAL	0.00	0.00	6,299.29	20,017.22	-20,017.22
<a href="#">44-52900-8810-003</a>	SH365-ROW	0.00	0.00	9,761.50	9,761.50	-9,761.50
<a href="#">44-52900-8841-000</a>	PROFESSIONAL SERVICES	0.00	0.00	5,675.00	32,920.74	-32,920.74
<a href="#">44-52900-8844-000</a>	365 PROJECT CONSTRUCTION A-FEDERAL	0.00	0.00	8,768,793.71	15,020,820.67	-15,020,820.67
<a href="#">44-52900-8844-001</a>	365 PROJECT CONSTRUCTION A-LOCAL	0.00	0.00	12,230.22	17,553.22	-17,553.22
<a href="#">44-52900-8860-000</a>	365 TOLLWAY SYSTEM	0.00	0.00	317,297.08	473,795.03	-473,795.03
<b>Expense Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>9,422,837.83</b>	<b>16,390,680.78</b>	<b>-16,390,680.78</b>
<b>Fund: 44 - HCRMA-365 CONSTRUCTION Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>-9,273,052.92</b>	<b>-16,051,344.45</b>	
<b>Total Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>-9,273,052.92</b>	<b>-16,051,344.45</b>	



Pharr, TX

# Bank Statement Register

## INVESTMENTS - 2022 A SERIES

Period 4/1/2024 - 4/30/2024

Packet: BRPKT04317

### Bank Statement

### General Ledger

Beginning Balance 54,130,214.88  
Plus Debits 269,440.17  
Less Credits 9,389,541.57  
Adjustments 0.00  
Ending Balance 45,010,113.48

Account Balance 45,010,113.48  
Less Outstanding Debits 0.00  
Plus Outstanding Credits 0.00  
Adjustments 0.00  
Adjusted Account Balance 45,010,113.48

Statement Ending Balance 45,010,113.48  
Bank Difference 0.00  
General Ledger Difference 0.00

### CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

44-1-1102-001 INVESTMENTS - 2022 A SERIES

### Cleared Other

Item Date	Reference	Item Type	Description	Amount
04/15/2024	<a href="#">EFT0004529</a>	EFT	TO RECORD TXDOT CHECK FUND 44	-512.72
04/30/2024	<a href="#">EFT0004532</a>	EFT	TO RECLASS EXPENSES FROM FUND 44 TO	-9,389,028.85
04/30/2024	<a href="#">INT0002509</a>	Interest	TO RECORD INTEREST REVENUE	19,872.44
04/30/2024	<a href="#">INT0002510</a>	Interest	TO RECORD INTEREST EARNINGS	26,481.65
04/30/2024	<a href="#">INT0002511</a>	Interest	TO RECORD NET INTEREST	223,086.08
Total Cleared Other (5)				-9,120,101.40





Pharr, TX

# Balance Sheet

## Account Summary

As Of 04/30/2024

Account	Name	Balance	
<b>Fund: 45 - HCRMA - CAP.PROJECTS FUND</b>			
<b>Assets</b>			
<a href="#">45-1-1102-000</a>	Pool Investment	78,296,562.87	
<a href="#">45-1-1267-000</a>	ADVANCE	2,513,637.48	
	<b>Total Assets:</b>	<b>80,810,200.35</b>	<b><u>80,810,200.35</u></b>
<b>Liability</b>			
<a href="#">45-2-1212-000</a>	Accounts Payable	109,489.69	
	<b>Total Liability:</b>	<b>109,489.69</b>	
<b>Equity</b>			
<a href="#">45-3-1400-000</a>	Fund Balance	75,581,482.41	
	<b>Total Beginning Equity:</b>	<b>75,581,482.41</b>	
Total Revenue		5,737,473.70	
Total Expense		618,245.45	
Revenues Over/Under Expenses		5,119,228.25	
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>80,700,710.66</b>	
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>		<b><u>80,810,200.35</u></b>



Pharr, TX

# Income Statement Account Summary

For Fiscal: 2024 Period Ending: 04/30/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 45 - HCRMA - CAP.PROJECTS FUND</b>						
<b>Revenue</b>						
<a href="#">45-4-1506-000</a>	Interest Revenue	0.00	0.00	322,698.43	1,011,139.12	-1,011,139.12
<a href="#">45-4-4700-000</a>	Federal Grant	0.00	0.00	3,209,974.05	4,726,334.58	-4,726,334.58
<b>Revenue Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>3,532,672.48</b>	<b>5,737,473.70</b>	<b>-5,737,473.70</b>
<b>Expense</b>						
<a href="#">45-52900-8810-003</a>	365 RIGHT OF WAY	0.00	0.00	0.00	1,091.21	-1,091.21
<a href="#">45-52900-8810-004</a>	365 UTILITIES RELOCATION	0.00	0.00	0.00	615,479.24	-615,479.24
<a href="#">45-52900-8820-003</a>	IBTC - ROW	0.00	0.00	0.00	1,450.00	-1,450.00
<a href="#">45-52900-8841-000</a>	LEGAL FEES	0.00	0.00	225.00	225.00	-225.00
<b>Expense Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>225.00</b>	<b>618,245.45</b>	<b>-618,245.45</b>
<b>Fund: 45 - HCRMA - CAP.PROJECTS FUND Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>3,532,447.48</b>	<b>5,119,228.25</b>	
<b>Total Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>3,532,447.48</b>	<b>5,119,228.25</b>	



Pharr, TX

# Bank Statement Register

## Pool Investment

Period 4/1/2024 - 4/30/2024

Packet: BRPKT04318

### Bank Statement

### General Ledger

Beginning Balance 74,764,115.39  
Plus Debits 3,642,162.17  
Less Credits 109,714.69  
Adjustments 0.00  
Ending Balance 78,296,562.87

Account Balance 78,296,562.87  
Less Outstanding Debits 0.00  
Plus Outstanding Credits 0.00  
Adjustments 0.00  
Adjusted Account Balance 78,296,562.87

05/16/24

Statement Ending Balance 78,296,562.87  
Bank Difference 0.00  
General Ledger Difference 0.00

### CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

45-1-1102-000 Pool Investment

### Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
04/30/2024	<a href="#">DEP0081323</a>	Deposit	TO REVERSE FUND 45 ENTRY FOR PAYABLE	109,489.69
Total Cleared Deposits (1)				109,489.69

### Cleared Other

Item Date	Reference	Item Type	Description	Amount
04/05/2024	<a href="#">DFT0011312</a>	Bank Draft	LAW OFFICE OF RICHARD A. CANTU	-225.00
04/30/2024	<a href="#">EFT0004525</a>	EFT	TO CLEAR OFF MARCH PAYABLE PAID 03/0	-109,489.69
04/30/2024	<a href="#">INT0002512</a>	Interest	TO RECORD INTEREST REVENUE	116,727.57
04/30/2024	<a href="#">INT0002513</a>	Interest	TO RECORD INTEREST EARNED	205,970.86
04/30/2024	<a href="#">INT0002514</a>	Interest	TO RECORD FEN GRANT EST #22	3,209,974.05
Total Cleared Other (5)				3,422,957.79





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# Balance Sheet

## Account Summary

As Of 04/30/2024

Account	Name	Balance
Fund: 46 - HCRMA- VRF SERIES 2020A		
Assets		
<a href="#">46-1-1102-000</a>	INVESTMENTS	47.37
Total Assets:		<u>47.37</u>
		<u>47.37</u>
Liability		
Total Liability:		<u>0.00</u>
		0.00
Total Revenue		11,601.55
Total Expense		<u>11,554.18</u>
Revenues Over/Under Expenses		47.37
Total Equity and Current Surplus (Deficit):		47.37
Total Liabilities, Equity and Current Surplus (Deficit):		<u>47.37</u>



Pharr, TX

# Income Statement Account Summary

For Fiscal: 2024 Period Ending: 04/30/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 46 - HCRMA- VRF SERIES 2020A</b>						
<b>Revenue</b>						
<a href="#">46-4-1506-000</a>	INTEREST REVENUE	0.00	0.00	0.26	11,601.55	-11,601.55
<b>Revenue Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.26</b>	<b>11,601.55</b>	<b>-11,601.55</b>
<b>Expense</b>						
<a href="#">46-52900-8810-001</a>	365 DESIGN	0.00	0.00	0.00	11,554.18	-11,554.18
<b>Expense Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>11,554.18</b>	<b>-11,554.18</b>
<b>Fund: 46 - HCRMA- VRF SERIES 2020A Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>0.26</b>	<b>47.37</b>	
<b>Total Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>0.26</b>	<b>47.37</b>	



Pharr, TX

# Bank Statement Register

## INVESTMENTS

Period 4/1/2024 - 4/30/2024

Packet: BRPKT04319

*DS 1/6/24*

### Bank Statement

### General Ledger

Beginning Balance	47.11	Account Balance	47.37
Plus Debits	0.26	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	47.37	Adjusted Account Balance	47.37

Statement Ending Balance	47.37
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

46-1-1102-000 INVESTMENTS

### Cleared Other

Item Date	Reference	Item Type	Description	Amount
04/30/2024	<a href="#">INT0002515</a>	Interest	TO RECORD INTEREST REVENUE	0.26
Total Cleared Other (1)				0.26



Item 3A

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS  
PLANNING COMMITTEE  
FINANCE COMMITTEE  
TECHNICAL COMMITTEE

  X    
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AGENDA ITEM   3A    
DATE SUBMITTED   05/21/2024    
MEETING DATE   05/28/2024  

1. Agenda Item: **RESOLUTION 2024-26 – CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICE AGREEMENT WITH SWG, INC. TO PROVIDE CONSTRUCTION INSPECTION SERVICES FOR THE HIDALGO COUNTY IRRIGATION DISTRICT NUMBER 2 IMPROVEMENTS AS PART OF THE 365 TOLLWAY PROJECT.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes    No  
For a PSA with SWG, Inc. to provided Construction Inspection Services 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: **Resolution 2024-26 – Consideration and Approval of a Professional Service Agreement with SWG, Inc. to provide construction inspection services for the Hidalgo County Irrigation District Number 2 improvements as part of 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
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

**HIDALGO COUNTY REGIONAL MOBILITY  
AUTHORITY BOARD RESOLUTION NO. 2024 – 26**

**CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICE  
AGREEMENT WITH SWG, INC. TO PROVIDE CONSTRUCTION  
INSPECTION SERVICES FOR THE HIDALGO COUNTY IRRIGATION  
DISTRICT NUMBER 2 IMPROVEMENTS AS PART OF THE 365  
TOLLWAY PROJECT**

THIS RESOLUTION is adopted this 28<sup>th</sup> day of May 2024 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, pursuant to the Act, the Authority was created by Order of Hidalgo County (the "County") dated October 26, 2004, Petition of the County dated April 21, 2005, and Minute Order of the Texas Transportation Commission (the "Commission") dated November 17, 2005;

WHEREAS, the Board has been constituted in accordance with the Act to address mobility issues in and around the County;

WHEREAS, the Authority requires specialty inspection services to conduct its business with irrigation entities within construction limits of the 365 Tollway Project and provide advice to the Board and staff;

WHEREAS, on April 25, 2024, the Authority received a proposal for such services from SWG Engineering, LLC (the "Engineer"); provide a scope of services to the Authority that includes, but is not limited to, Professional Engineering Services; and,

WHEREAS, the Authority staff has negotiated a Professional Service Agreement with SWG Engineering, LLC for the review of construction irrigation field crossings, conduct construction reviews; monitor the workmanship and materials incorporated into work; witness verification and sampling and testing when required; and mitigate plans and specifications with irrigation entities, hereto attached as Exhibit A; 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 approves award of a Professional Service Agreement to SWG Engineering LLC, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Professional Service Agreement upon review and approval of HCRMA Legal; and, final acceptance from SWG Engineering, 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, duly posted and noticed, on the 28<sup>th</sup> day of May 2024, at which meeting a quorum was present.

---

S. David Deanda, Jr., Chairman

---

Juan Carlos Del Ángel, Secretary/Treasurer

EXHIBIT A  
ASSIGNMENT AND ASSUMPTION OF PROFESSIONAL SERVICES AGREEMENT BY  
AND AMONG THE HIDLAGO COUNTY REGIONAL MOBILITY AUTHORITY, AND  
SWG ENGINEERING, LLC

# SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between

\_\_\_\_\_ (“Owner”)  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)

and \_\_\_\_\_ (“Engineer”)  
SWG ENGINEERING, LLC

Engineer agrees to provide the services described below to Owner for  
PROFESSIONAL ENGINEERING  
SERVICES

Description of Engineer’s Services: PROVIDE CONSTRUCTION FIELD CROSSINGS, CONDUCT CONSTRUCTION  
REVIEWS; MONITOR THE WORKMANSHIP AND MATERIALS INCORPORATED INTO WORK; WITNESS  
VERIFICATION SAMPLING AND TESTING WHEN REQUIRED; AND, MITIGATE PLANS AND SPECIFICATIONS  
WITH IRRIGATION ENTITIES WITHIN CONSTRUCTION LIMITS OF A 12.4 MILE TOLLED FACILITY  
FROM FM 396 & GSA CONNECTOR TO US 281 (MILITARY HIGHWAY) (“Project”)

Owner and Engineer further agree as follows:

## 1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

## 2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving

seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

## 3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.



#### **4.01 Termination**

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### **5.01 Controlling Law**

A. This Agreement is to be governed by the law of the state in which the Project is located.

#### **6.01 Successors, Assigns, and Beneficiaries**

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

#### **7.01 General Considerations**

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time

and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to

special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

#### **8.01 Total Agreement**

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

### 9.01 Payment (Lump Sum Basis)

- A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

Lump Sum Fee Not to exceed \$50,000.00 for four (4) hours a day, five (5) days a week not to exceed an eight (8) month construction period.

Additional services will be billed on an hourly basis as per Attachment "A" - SWG Hourly Rates schedule.

- B. This Agreement shall commence on the Effective Date as indicated on Page 1 and continue until terminated by either party as per the terms under 4.01 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: Hidalgo County Regional  
Mobility Authority

ENGINEER: SWG Engineering, LLC

By:

By:

Randy Winston, P.E.



Title:

Title:

President

Date Signed:

Date Signed:

5/9/2024

License No. and State

F-592 Texas

Address for giving notices:

Address for giving notices:

611 Bill Summers Intl Blvd.

Weslaco, TX 78596

**ATTACHMENT “A”**  
**SWG HOURLY RATES SCHEDULE**  
**2024**

Senior Engineer	285.00/hr.
Licensed Staff Engineer	250.00/hr.
Certified Flood Plain Manager	150.00/hr.
Engineer in Training (EIT)	150.00/hr.
Project Manager	150.00/hr.
CADD Technician	125.00/hr.
Engineering Analyst	75.00/hr.
Engineering Technical Specialist	150.00/hr.
GPS Field Crew – 2 man	250.00/hr.
Resident Project Representative	125.00/hr.
Administrative Assistant	85.00/hr.
Clerical	50.00/hr.
Mileage	0.625/mi.
Other Expenses	Cost + 30%



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
  7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
  8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
  9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
  10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
  11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.



27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - a. does not conform to the Contract Documents; or
  - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

### 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

### 2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.



## 2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

## 2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

## 2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

## 2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

## **ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

### **3.01   *Intent***

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

### **3.02   *Reference Standards***

- A. Standards, Specifications, Codes, Laws, and Regulations
  1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

### 3.05 *Reuse of Documents*

#### A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

#### B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

### 3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.



## **ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

### **4.01   *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### **4.02   *Subsurface and Physical Conditions***

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
  - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
  - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

#### 4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
  - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
  - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
  - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a. reviewing and checking all such information and data;
  - b. locating all Underground Facilities shown or indicated in the Contract Documents;
  - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
  - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
  1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.



- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 5 – BONDS AND INSURANCE**

### **5.01   *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

### **5.02   *Licensed Sureties and Insurers***

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

#### 5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

#### 5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
  - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
  - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
    - b. by any other person for any other reason;
  5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
  6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
  2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
  3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
  4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
  5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
  6. include completed operations coverage:
    - a. Such insurance shall remain in effect for two years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.



## 5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

## 5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
  - 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
  - 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
  - 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
  - 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
  - 5. allow for partial utilization of the Work by Owner;
  - 6. include testing and startup; and
  - 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

#### 5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

#### 5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

#### 5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

**ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES**

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.



- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

#### 6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
  - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
  - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
  - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - 1) shall certify that the proposed substitute item will:
    - a) perform adequately the functions and achieve the results called for by the general design,
    - b) be similar in substance to that specified, and
    - c) be suited to the same use as that specified;
  - 2) will state:
    - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
    - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
  - 3) will identify:
    - a) all variations of the proposed substitute item from that specified, and
    - b) available engineering, sales, maintenance, repair, and replacement services; and
  - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

## 6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
  - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,



Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

#### 6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

## 6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

## 6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

## 6.11 *Use of Site and Other Areas*

### A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### 6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

#### 6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is



required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

##### 1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

##### 2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

##### C. *Submittal Procedures:*

##### 1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

*D. Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

*E. Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

**6.18** *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

## 6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  - 1. observations by Engineer;
  - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. use or occupancy of the Work or any part thereof by Owner;
  - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
  - 6. any inspection, test, or approval by others; or
  - 7. any correction of defective Work by Owner.

## 6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.



- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

## **ARTICLE 7 – OTHER WORK AT THE SITE**

### **7.01 *Related Work at Site***

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
  2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

### **7.02 *Coordination***

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
  2. the specific matters to be covered by such authority and responsibility will be itemized; and
  3. the extent of such authority and responsibilities will be provided.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

### 7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

## **ARTICLE 8 – OWNER'S RESPONSIBILITIES**

### 8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### 8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

### 8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### 8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

### 8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### 8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

#### 8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

#### 8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

#### 8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

#### 8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

#### 8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

#### 8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

### **ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION**

#### 9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

#### 9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

#### 9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not



exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

#### 9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

### **ARTICLE 10 – CHANGES IN THE WORK; CLAIMS**

#### 10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

## 10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

## 10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
  - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
  - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
  - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

## 10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## 10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
  2. approve the Claim; or
  3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## **ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **11.01 *Cost of the Work***

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not



limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

## 11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
  1. Contractor agrees that:
    - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
    - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
  1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

## 11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## **ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES**

### **12.01 *Change of Contract Price***

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
  - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
  - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
  - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
  - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
  - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
  - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
  - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
  - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
  - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

#### 12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

#### 12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

## **ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### **13.01 *Notice of Defects***

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

### **13.02 *Access to Work***

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### 13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
  - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
  - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
  - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

### 13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.



- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

#### 13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
  2. correct such defective Work; or
  3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

#### 13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

### 13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## **ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION**

### 14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

### 14.02 *Progress Payments*

#### *A. Applications for Payments:*

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

*B. Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

- involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
  - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

*C. Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.



*D. Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
  - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
  - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - c. there are other items entitling Owner to a set-off against the amount recommended; or
  - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

*14.03 Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

*14.04 Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
  - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 *Final Payment*

##### A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
  - b. consent of the surety, if any, to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

##### B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying

documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

*C. Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

*14.08 Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

*14.09 Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
  1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
  2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

## ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

### 15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

### 15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
  1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
  2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  3. Contractor's repeated disregard of the authority of Engineer; or
  4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
  1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
  2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
  3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when



so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

#### 15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
  - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
  - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

## **ARTICLE 16 – DISPUTE RESOLUTION**

### **16.01 *Methods and Procedures***

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
  2. agrees with the other party to submit the Claim to another dispute resolution process; or
  3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

## **ARTICLE 17 – MISCELLANEOUS**

### **17.01 *Giving Notice***

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

#### 17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

#### 17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

#### 17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

#### 17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

#### 17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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Item 3B



## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>    X    </u>	AGENDA ITEM	<u>    3B    </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  05/21/2024  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  05/28/2024  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2024-27 – CONSIDERATION AND APPROVAL OF CHANGE ORDER NUMBER 6 TO THAT CERTAIN CONSTRUCTION CONTRACT WITH POLICE CONSTRUCTION INC. FOR THE 365 TOLLWAY.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No  
For Change Order Number 6 to the Construction Contract with Pulice Construction Inc.
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: **Resolution 2024-06 – Consideration and Approval of Change Order Number 6 to that certain Construction Contract with Pulice construction, Inc. for 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

THIS ITEM WILL BE  
SENT UNDER  
SEPERATE COVER