

# HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## NOTICE OF AND AGENDA FOR A WORKSHOP AND REGULAR MEETING

### TO BE HELD BY THE BOARD OF DIRECTORS

DATE: **TUESDAY, JUNE 28, 2022**  
TIME: **5:30 PM**  
PLACE: **PHARR CITY HALL**  
**2<sup>nd</sup> FLOOR CITY COMMISSION CHAMBERS**  
**118 SOUTH CAGE BLVD.**  
**PHARR, TEXAS 78577**

**PRESIDING: S. DAVID DEANDA, JR, CHAIRMAN**

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

---

#### **PLEDGE OF ALLEGIANCE**

#### **INVOCATION**

#### **CALL TO ORDER OF A WORKSHOP**

1. Hidalgo County Regional Mobility Authority Board of Directors Annual Ethics and Compliance Training.

#### **ADJOURNMENT OF WORKSHOP**

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

#### **PUBLIC COMMENT**

#### **1. REPORTS**

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

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

- A. Approval of Minutes for the Regular Meeting held May 24, 2022.
- B. Approval of Project & General Expense Report for the period from May 7, 2022 to June 7, 2022.
- C. Approval of Financial Reports for May 2022.

### **3. REGULAR AGENDA**

- A. Resolution 2022-44 – Approval and Consideration of Agreement for Continuing Disclosure Services between HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., and the Hidalgo County Regional Mobility Authority.
- B. Resolution 2022-42 – Consideration and Approval of Work Authorization Number 2 with L&G Consulting Engineers to provide Geotechnical Services for Sulfate Testing at proposed bridge locations for 365 Tollway Project Segment 1.
- C. Resolution 2022-43 – Consideration and Approval of Final Closeout and Reconciliation to the Agreement with Strike for Lonestar Gas Utility Relocation Services on the 365 Tollway Project.

### **4. CHAIRMAN'S REPORT**

- A. None.

### **5. TABLED ITEMS**

- A. None.

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

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

### **ADJOURNMENT OF REGULAR MEETING**

### **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 Court House (100 North Closner, Edinburg, Texas 78539), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 22<sup>nd</sup> day of June 2022 at 5:00 pm and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Maria E. Alaniz  
Administrative Assistant

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

**PUBLIC COMMENT POLICY**

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

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

The purpose of this comment period is to provide the public an opportunity to address issues or topics that are under the jurisdiction of the HCRMA. For issues or topics which are not otherwise part of the posted agenda for the meeting, HCRMA members may direct staff to investigate the issue or topic further. No action or discussion shall be taken on issues or topics which are not part of the posted agenda for the meeting. Members of the public may be recognized on posted agenda items deemed appropriate by the Chairman as these items are considered, and the same time limitations applies."

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

This Page  
Intentionally  
Left Blank

# Workshop

Item 1

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>X</u>	AGENDA ITEM	<u>1</u>
PLANNING COMMITTEE	<u>      </u>	DATE SUBMITTED	<u>06/14/22</u>
FINANCE COMMITTEE	<u>      </u>	MEETING DATE	<u>06/28/22</u>
TECHNICAL COMMITTEE	<u>      </u>		

1. Agenda Item: WORKSHOP ITEM 1 – PRESENTATION OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS ANNUAL ETHICS AND COMPLIANCE TRAINING
2. Nature of Request: (Brief Overview) Attachments:  Yes  No  
Presentation by Blakely Fernandez, Bracewell Law, on Hidalgo County Regional Mobility Authority Board of Directors Annual Ethics and Compliance Training
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:  Yes  No  N/A
5. Staff Recommendation: **Presentation only.**
6. Program Manager's Recommendation:  Approved  Disapproved  None
7. Planning Committee's Recommendation:  Approved  Disapproved  None
8. Board Attorney's Recommendation:  Approved  Disapproved  None
9. Chief Auditor's Recommendation:  Approved  Disapproved  None
10. Chief Financial Officer's Recommendation:  Approved  Disapproved  None
11. Chief Development Engineer's Recommendation:  Approved  Disapproved  None
12. Chief Construction Engineer's Recommendation:  Approved  Disapproved  None
13. Executive Director's Recommendation:  Approved  Disapproved  None

# Hidalgo County Regional Mobility Authority

## Annual Ethics & Compliance Training

### June 28, 2022

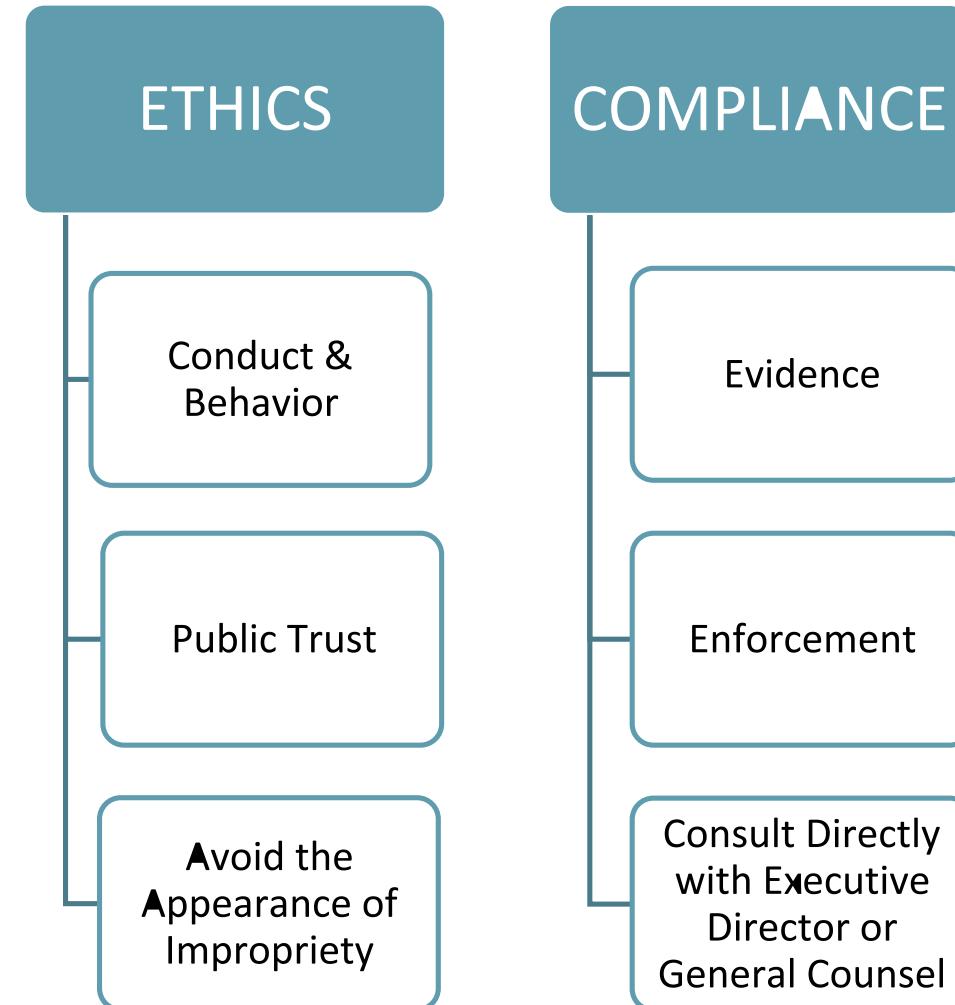


# INTERNAL ETHICS & COMPLIANCE PROGRAM

---

RMAs required to **adopt** and **enforce** an internal ethics and compliance program

- Detect and prevent violations of the law, regulations and ethical standards
- Enforce compliance with program
- Institute monitoring and auditing systems
- Provide periodic training for Board Members and employees



# Overview of Discussion

## 7 KEY AREAS:

- Conflict of Interest
- Bribery & Gifts / Honoraria
- Use of Government Property
- Nepotism
- Open Government
- Public Information & Records
- Retention
- Compliance Requirements

**STATE LAW** | **TXDOT RULES** | **HCRMA POLICIES**

# 1. Conflict of Interest

# 1. CONFLICT OF INTEREST

---

## Under State law:

No participation in a vote on a matter involving a **business entity or property** in which an official has a **substantial business or property interest** and would receive **economic benefit**

## Thresholds are low:

Substantial Business Interest =  
10% voting shares / 10% of total income / \$15,000 in FMV

Substantial Property Interest =  
value of \$2,500 or more

## Responsibility of Official:

1. Don't vote or deliberate
2. Disclose

## Who is an Official?

Authority to vote or make a decision on a proposed agreement

# 1. CONFLICT OF INTEREST

---

## RMA RULES

- No acceptance or solicitation of any gift, favor or service that *MIGHT* influence official duties
- No employment, business or professional activity that *MIGHT* require/induce the disclosure of RMA's confidential information
- No employment or compensation that *COULD* impair independence of judgement
- No personal investments (including spouse) that *COULD* create a conflict with the RMA
- No solicitation or acceptance of any benefit for the exercise of official duties
- No performance of official duties in favor of another
- No personal interest in RMA agreement

### RESPONSIBILITY OF OFFICIAL

- No lunches, dinners, trips that would be *perceived* to influence decisions
- No sharing HCRMA confidential information – information not yet public
- No purchase of land in or near projected ROW
- No interest in RMA contracts

# 1. CONFLICT OF INTEREST

---

## RMA RULES

### CONSEQUENCE FOR CONFLICTS IS INELIGIBILITY FOR SERVICE

- A person is ineligible to serve on the RMA Board or as Executive Director if that person or his spouse:
  - Is employed by or manages an entity or organization (other than a political subdivision) that is regulated or receives funds from the department, RMA or the County
  - Directly or indirectly owns or controls more than 10% a business entity or other organization that is regulated by or receives funds from TxDOT, the RMA, or the County
    - uses or receives a substantial amount of tangible goods, services, or funds from the department, the RMA, or a member county; or
    - is required to register as a lobbyist under Government Code, Chapter 305, because of the person's activities for compensation on behalf of a profession related to the operation of the department, the RMA, or a member county.

#### **Responsibility of the Official**

- Disclose potential conflicts
- If a conflict exists, resign from position

# 1. CONFLICT OF INTEREST

## HCRMA Disclosure Requirements

- Board Ethics and Compliance Certificate
  - Annually
- Conflicts Disclosure Statement - Contracting
  - File within 7 days of becoming aware of interest
  - Applies to immediate family
  - Interest includes employment or business relations with an HCRMA vendor resulting in taxable income
  - Triggered by a contract

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
(Instructions for completing and filing this form are provided on the next page.)		
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.		
<input type="text"/> 1 Name of Local Government Officer		OFFICE USE ONLY Date Received
<input type="text"/> 2 Office Held		
<input type="text"/> 3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code		
<input type="text"/> 4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.		
<input type="text"/> 5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).		
Date Gift Accepted _____ Description of Gift _____		
Date Gift Accepted _____ Description of Gift _____		
Date Gift Accepted _____ Description of Gift _____		
(attach additional forms as necessary)		
<input type="text"/> 6 AFFIDAVIT		I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.
_____ Signature of Local Government Officer		
AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said _____ this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.		
Signature of officer administering oath		Printed name of officer administering oath
		Title of officer administering oath

## 2. Bribery & Gifts

## 2. BRIBERY & GIFTS

### Under State law:

Bribery is intentionally or knowingly soliciting, offering, or accepting a **benefit** in exchange **for a decision, opinion, recommendation, vote, or other exercise of official discretion** (2<sup>nd</sup> degree felony)

Benefit	Acceptance	Timing	Influence
<ul style="list-style-type: none"><li>• Any financial gain or advantage</li><li>• Under TxDOT conflict rules, includes working meal</li></ul>	<ul style="list-style-type: none"><li>• In exchange for vote or action</li><li>• From a party interested in a business opportunity or subject to HCRMA jurisdiction</li></ul>	<ul style="list-style-type: none"><li>• An item accepted <i>after</i> the exercise of official action may still be considered bribery</li></ul>	<ul style="list-style-type: none"><li>• Bribery may occur even if the item was not solicited and had no influence over the decision</li></ul>

**Bribery statute applies to “public servants”**

**A person selected or employed as an officer, employee or agent of the government**

## 2. Bribery & Gifts

---

### Exceptions to the Bribery Statute *with TxDOT clarifications*

#### Non Cash Items

- token item distributed generally as a normal means of advertising and that does not exceed an estimated value of \$25

#### Food, lodging, transportation

- reimbursement for food, travel, or lodging to an official event
- honorarium in the form of a meal served at an official, transportation-related event such as a conference

#### Gift from a friend, relative, or business associate

- [No TxDOT clarification]

#### A payment for legitimate consideration

- [No TxDOT clarification]

#### **Note:**

*State law exceptions are to criminal liability. Consider other applicable rules and appearance of impropriety.*

### 3. Use of Government Property

### 3. USE OF GOVERNMENT PROPERTY

- Computers and software (including **email systems**, phones, fax and copy machines, and other equipment owned or leased by HCRMA or provided for HCRMA use should be used only for official HCRMA business)
- Lost or stolen property must be reported immediately

#### **Note:**

Abuse of Office includes Misuse of Information

- Using official information to acquire or assist another acquire a pecuniary interest in any property, transaction, or enterprise.
- Speculating or aiding another to speculate on the basis of official information.
- Disclosing or using the information to obtain a benefit or to harm another.

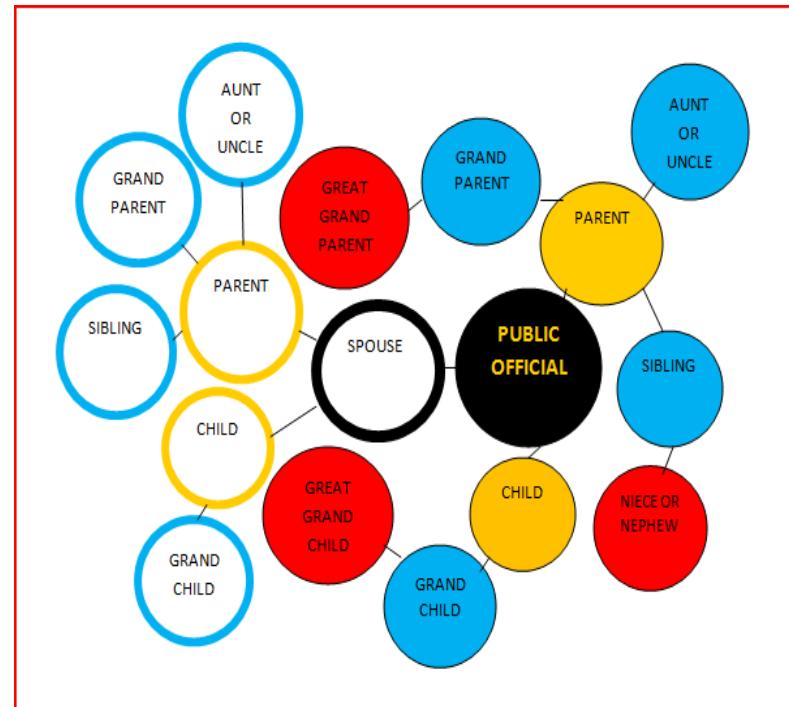
## 4. Nepotism



## 4. NEPOTISM

### State Law

- May not appoint or vote for the appointment of an individual to a paid position if the individual is related to the public official within the:
  - 3<sup>rd</sup> degree of consanguinity (filled circles)
  - 2<sup>nd</sup> degree of affinity (outlined circles)
- Prohibition applies to all members of the board (unlike conflict of interest where the affected member abstains)



### RESPONSIBILITY OF OFFICIAL

- Do not hire a relative as Executive Director

#### CIRCLES:

- Solid = by blood/consanguinity;
- Open = by marriage/affinity

#### COLOR:

- Yellow = 1<sup>st</sup>; Blue = 2<sup>nd</sup>; Red = 3<sup>rd</sup>

## 5. Open Government

## 5. OPEN GOVERNMENT

---

### OPEN MEETINGS ACT

- Applicability of the Act
- Notice Requirements
- How to Conduct Open Meetings
- When Closed Sessions are Permissible
- Conducting Meetings by Teleconference or Video Conference
- Penalties and Remedies under the Act



# 5. OPEN GOVERNMENT

---

## OPEN MEETINGS

- All meetings of **governmental bodies** are open
  - Unless the law provides an exception (Executive Session)
  - Meetings may be regular, special, or called meetings
  - Open = Accessible to the Public
    - Within the boundaries of Hidalgo County
    - Accessible to individuals with disabilities
    - Provide for public comment
    - Internet broadcasting of meetings
- All meetings **require public notice**
  - Date, time, place, and subject posting
  - Note: Subject requires enough specificity to be actual notice to the public
  - 72 hours notice required
    - Emergency situations require 1 hour notice (notify media directly)
  - Notice provided on website and physically
- Records of meetings must be maintained
- **It is the Board Members' duty to comply with the Open Meetings Act and failure may be a criminal offense**

What if there is a failure to provide proper meeting notice or other violation of the Act?

- Actions taken are voidable (any such actions must be ratified at a subsequent meeting)
- Individuals may sue to prevent threatened actions in violation of the Act

# 5. OPEN GOVERNMENT

---

## PUBLIC MEETING

- Quorum (4 board members) + Discussion of HCRMA Business
  - Public Hearing
  - County Workshop
  - Emails / Text Messages
  - Walking Quorums
    - Multiple conversations
    - “Polling” Board Members
- Violation = action is voidable
  - In some circumstances, criminal fine and or jail time

## NOT A PUBLIC MEETING

- Social Setting / Holiday Event / Dinner
- Convention / Symposium
- Ceremonial event
- Press Conference
- Committee Meetings of less than a quorum (and no final action)
- Candidates Forum or Debate

### PROVIDED:

- No Discussion of RMA Business
- No formal action is taken

## 5. OPEN GOVERNMENT

---

### WALKING QUORUMS

- Open Meetings Act makes it illegal for members of government body to “**knowingly conspire to circumvent [the Act] by meeting in numbers less than a quorum for purposes of secret deliberations in violation of [the Act].**”
- In 2018, Texas Court of Criminal Appeals found “more clarity is required of a criminal law when that law implicates First Amendment freedoms”, basically striking down this provision of the Act.  
*(The State of Texas v. Craig Doyal)*

A Board Member commits an offense if he:

- (a) **Knowingly** engages in at least one communication among a series of communications that each occur outside of a meeting and that concern an issue within the jurisdiction of the Authority in which the Members engaging in the individual communications constitute fewer than a quorum of the Members, but the sum of all the Members engaging in the series of communications constitute a quorum of the Members, and
- (b) **Knew at the time** the Member engaged in the communication that the series of communications (i) **involved or would involve a quorum**; and (ii) **would constitute a “deliberation”** once a quorum of members engaged in the series of communications.

*Effective September 1, 2019*

# 5. OPEN GOVERNMENT

---

## Exceptions to Open Meetings: Closed Session

### Exceptions to the Open Meetings Requirement

- Consultation with attorney
  - Seek advice on legal matters, like pending litigation or settlement matters or contract negotiations, or in compliance with the Texas Disciplinary Rules of Professional Conduct
  - No discussion of non-legal issues
    - No discussion of policy matters
    - No discussion of merits of a contract
- Real Property
  - To deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third party
- Security Devices
- Personnel
  - To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or
  - To hear a complaint or charge against an officer or employee
- Security Devices or Audits (network security information)

- ↳ Who attends a Closed Meeting?
  - All members of the RMA board are permitted
  - Attorney, if attorney consultation is exception
  - Board's discretion
    - Officers, employees/consultants if necessary to further discussion
    - NOT arm's length parties
  - Do not begin until quorum is present
- ↳ Must give public notice of Exception
  - Post on Agenda
  - Identify in the Open Meeting the legal provision authorizing the Closed Session
- ↳ Must keep a Record
  - Certified Agenda
    - Record of presiding officer announcing date and time at both beginning and end of Closed Meeting
    - Includes subjects of all deliberations
    - Certification that the agenda is a true correct record of the Closed meeting
    - Confidential document that must be retained for 2 years
  - If closed for Attorney Client Privilege, attorney maintains meeting notes.
- ↳ FINAL ACTION must take place in an open meeting

## 5. OPEN GOVERNMENT

---

### Responsibility of Official

- It is misdemeanor offense to:
  - Knowingly conspire to circumvent the Act by deliberately meeting with less than a quorum for the purpose of a secret meeting;
  - Participate in a closed session knowing there is no agenda of topics or record taken of the meeting;
  - Knowingly make public the results of a legally held closed meeting

## 6. Public information

# 6. PUBLIC INFORMATION

---

- Public Information
  - Information collected, assembled, maintained by or for the HCRMA (any format; any device)
    - Information on HCRMA business belongs to the HCRMA, regardless of whether it's on a personal device
  - Certain exceptions apply
    - Agency Memoranda
    - Drafts
    - Attorney Client Communication
    - Real Estate
    - Third Party Proprietary Information
    - Security / Technology / Network Information

**The PIA does not distinguish between personal or government issued devices, rather, focuses on the nature of the communication or document.**

## 6. PUBLIC INFORMATION

---

### Suspending the PIA During a Catastrophe

#### Catastrophe

- Fire, flood, earthquake, hurricane, tornado, or wind, rain, or snow storm
- Power failure, transportation failure, or interruption of communication facilities
- Epidemic
- Riot, civil disturbance, enemy attack, or other actual or threatened act of lawlessness or violence

NOT a period when staff is required to work remotely

#### RULES

- One suspension per catastrophe
- 14 days total
- Must notify the Attorney General
- Must provide posted public notice

## 6. PUBLIC INFORMATION

---

### Director's Responsibility

- Complete Open Records Training
- Avoid using personal devices and email accounts when conducting HCRMA business
- Forward communications received on a personal account to HCRMA server
- Assume any communication regarding the HCRMA is public
- Notify HCRMA staff immediately of requests for public information
- Do not delete or destroy records
  - Pending PIA request
  - Litigation hold

## 6. PUBLIC INFORMATION

---

### Temporary Custodian Responsibility

- Any employee who, in the transaction of official business, creates or receives public information
  - Public information maintained on a personal device must be forwarded to the HCRMA's server for preservation

## 7. Compliance program

## 7. COMPLIANCE PROGRAM

---

### INTERNAL ETHICS & COMPLIANCE PROGRAM

RMAs required to **adopt** and **enforce** an internal ethics and compliance program

- High level personnel responsible for oversight of program
- Avoid delegation of substantial discretionary authority to individuals who have a propensity to engage in illegal activities
- Effectively communicate to employees and governing board, including periodic training
- Effectively communicate with entity's agents

# 7. COMPLIANCE PROGRAM

---

## REASONABLE STEPS TO ACHIEVE COMPLIANCE WITH STANDARDS AND PROCEDURES:

- Using monitoring and auditing systems designed to reasonably detect noncompliance
- Providing and publicizing a systems for the HCRMA's employees and agents to report suspected non-compliance without retaliation

A suspected violation of HCRMA policies, a violation of law, or a breach of fiduciary duty must be immediately reported to the Executive Director or Chairman

## CONSISTENT ENFORCEMENT OF COMPLIANCE STANDARDS AND PROCEDURES

## EFFORTS TO RESPOND APPROPRIATELY TO DETECTED AND PREVENT OFFENSES

### Anonymous website reporting:

#### Fraud Reporting

The HCRMA has a responsibility to Hidalgo County and the public to maintain the highest ethical standard when conducting business. To that end, we have adopted a formal Fraud reporting program which enables employees, vendors, and citizens to anonymously report any suspected fraudulent, unethical or illegal activity. Click here to make an anonymous report: [reportfraud@hcrma.net](mailto:reportfraud@hcrma.net)

## 7. COMPLIANCE PROGRAM

---

### **Written Code of Conduct to Address:**

- Record retention
- Fraud
- Equal Opportunity Employment
- Sexual Harassment and Sexual Misconduct
- Conflicts of Interest
- Personal use of HCRMA property
- Gifts and Honoraria

## 7. Compliance Program

---

### **HCRMA Annual Certifications to TxDOT**

- Ethics and Compliance Program adopted
- Program is designed to detect and prevent violations of law, regulations, and ethic standards
- HCRMA enforces compliance
- Program satisfies these requirements:
  - Written manual and employee code of conduct
    - Record retention, fraud, equal opportunity employment, sexual harassment and sexual misconduct, conflicts of interest, personal use of HCRMA property, and gifts and honoraria.
  - High-level personnel are responsible for oversight
  - Compliance standards are communicated to employees and board
  - Compliance standards are communicated to HCRMA's agents
  - Compliance standards are achieved through
    - Monitoring and auditing systems to detect noncompliance
    - Providing and publicizing a mechanism for reporting without fear of retaliation
  - Consistent enforcement through appropriate disciplinary mechanisms
  - Reasonable measures to respond to offenses and prevent future offenses

## 7. COMPLIANCE PROGRAM

---

### **Training Evidence:**

- Open Meetings Training Certificates
- Public Information Act Training Certificates
- HCRMA Compliance Certificates
- Public Investment Act Training Certificates
- Staff Project / Billing Training Evidence

### **Reports:**

- Strategic Plan
- Annual Report
- Financial Reports/Audit
- Investment Reports
- Project Reports
- Toll Entity Financial Report
- Notice of Debt
- Compliance Report
- Disclosure / Gift / Interests
- Post-Issue Compliance Records
- Comptroller Tax / Fee / Debt Report
- Board: Annual Personal Financial Statement

# ETHICS AND COMPLIANCE HANDBOOK

BRACEWELL

# ELECTRONIC ETHICS & COMPLIANCE HANDBOOK

---

<b>Section A.</b>	<b>Law Governing Regional Mobility Authorities</b>
1.	Chapter 370, Texas Transportation Code
2.	Title 43, Chapter 26, Texas Administrative Code
<b>Section B.</b>	<b>Conflict of Interest</b>
1.	Texas Municipal League Conflict of Interest/Disclosure Laws Applicable to City Officials, Employees and Vendors (2017)
2.	See above, Title 43, Chapter 26, Rule 26.51 (Section A-2)
<b>Section C.</b>	<b>Open Government</b>
1.	Texas Attorney General Handbook – Open Meetings (2022)
2.	Texas Attorney General Handbook – Public Information Act (2022)
<b>Section D.</b>	<b>Ethics for Officials</b>
1.	Texas Ethics Commission Guide to Ethics Laws for State Officers and Employees (2017)
<b>Section E.</b>	<b>HCRMA Operations</b>
1.	Bylaws
2.	Current Strategic Plan
3.	Current Budget (2022)
4.	2021 Audit
5.	TxDOT Audit Results – Prior Years
6.	Travel and Reimbursement Policy
7.	Ethics and Compliance Manual (2020)
8.	Ethics and Compliance Training Presentation (2022)
9.	Board Certificate (2022)

Item 1A

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

<b>BOARD OF DIRECTORS</b>	<u>X</u>	<b>AGENDA ITEM</b>	<u>1A</u>
<b>PLANNING COMMITTEE</b>	____	<b>DATE SUBMITTED</b>	<u>06/13/2022</u>
<b>FINANCE COMMITTEE</b>	____	<b>MEETING DATE</b>	<u>06/28/2022</u>
<b>TECHNICAL COMMITTEE</b>	____		

1. Agenda Item: **REPORT ON PROGRAM MANAGER ACTIVITY FOR 365 TOLLWAY PROJECT AND IBTC ENVIRONMENTAL CLEARANCE DOCUMENT**
2. Nature of Request: (Brief Overview) Attachments:  Yes  No  
Report on 365 Tollway and IBTC Projects
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:  Yes  No  N/A
5. Staff Recommendation: Report only.
6. Program Manager's Recommendation:  Approved  Disapproved  None
7. Planning Committee's Recommendation:  Approved  Disapproved  None
8. Board Attorney's Recommendation:  Approved  Disapproved  None
9. Chief Auditor's Recommendation:  Approved  Disapproved  None
10. Chief Financial Officer's Recommendation:  Approved  Disapproved  None
11. Chief Development Engineer's Recommendation:  Approved  Disapproved  None
12. Chief Construction Engineer's Recommendation:  Approved  Disapproved  None
13. Executive Director's Recommendation:  Approved  Disapproved  None



**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

# BOARD OF DIRECTORS MEETING FOR JUNE 2022

## HCRMA Board of Directors

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

**Forrest Runnels, Vice-Chairman**

**Ezequiel Reyna, Jr., Secretary/Treasurer**

**Alonzo Cantu, Director**

**Carlos Del Angel, Director**

**Francisco “Frank” Pardo, Director**

**Joaquin Spamer, Director**

## HCRMA Administrative Staff

**Pilar Rodriguez, PE, Executive Director**

**Eric Davila, PE, PMP, CCM, Chief Dev. Eng.**

**Ramon Navarro IV, PE, CFM, Chief Constr. Eng.**

**Celia Gaona, CIA, Chief Auditor/Compliance Ofcr.**

**Jose Castillo, Chief Financial Ofcr.**

## General Engineering Consultant

**HDR ENGINEERING, INC.**

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

# ► OVERVIEW

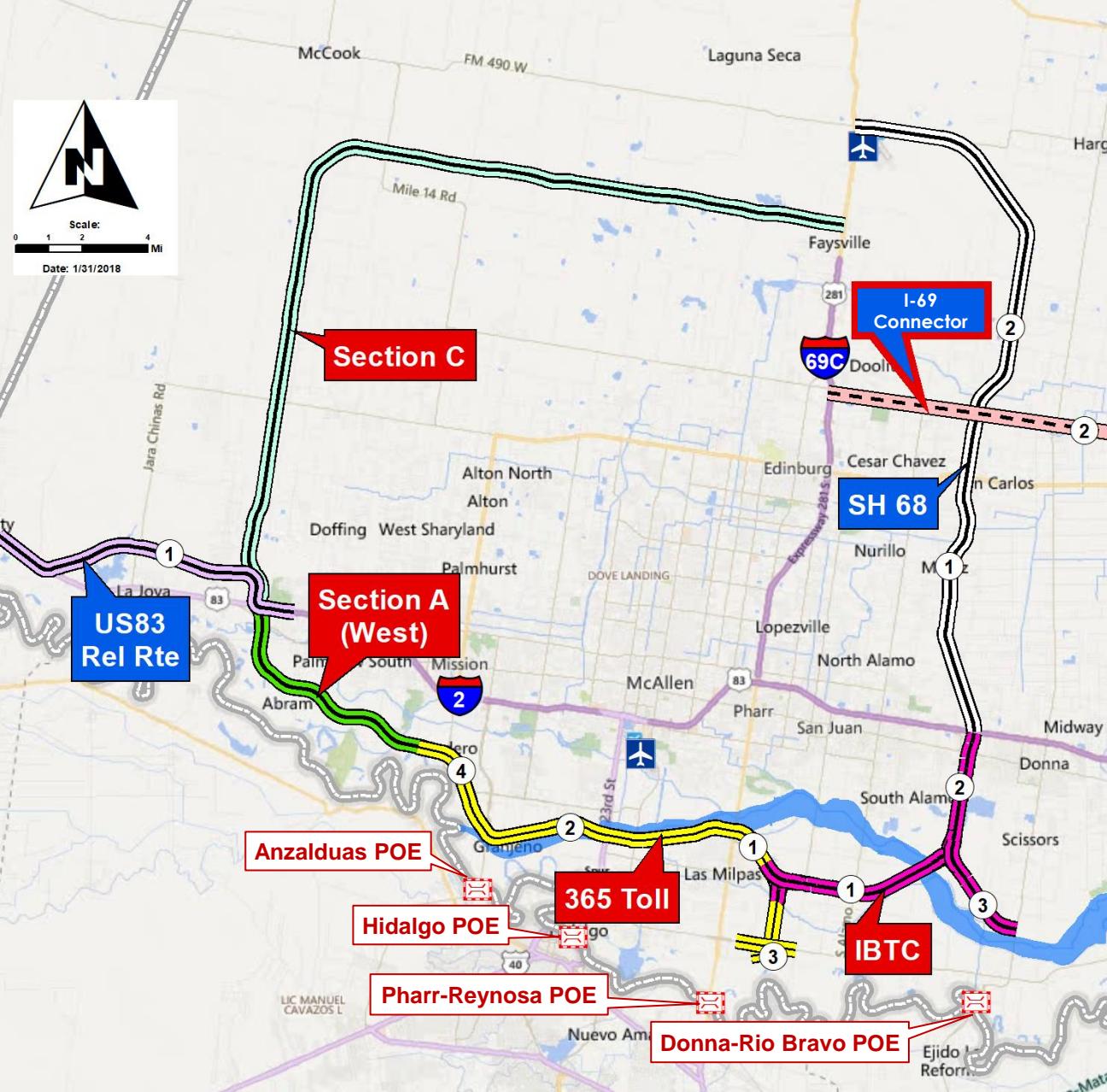
- 365 TOLL Project Overview
- IBTC Project Overview
- Overweight Permit Summary
- Construction Economics Update

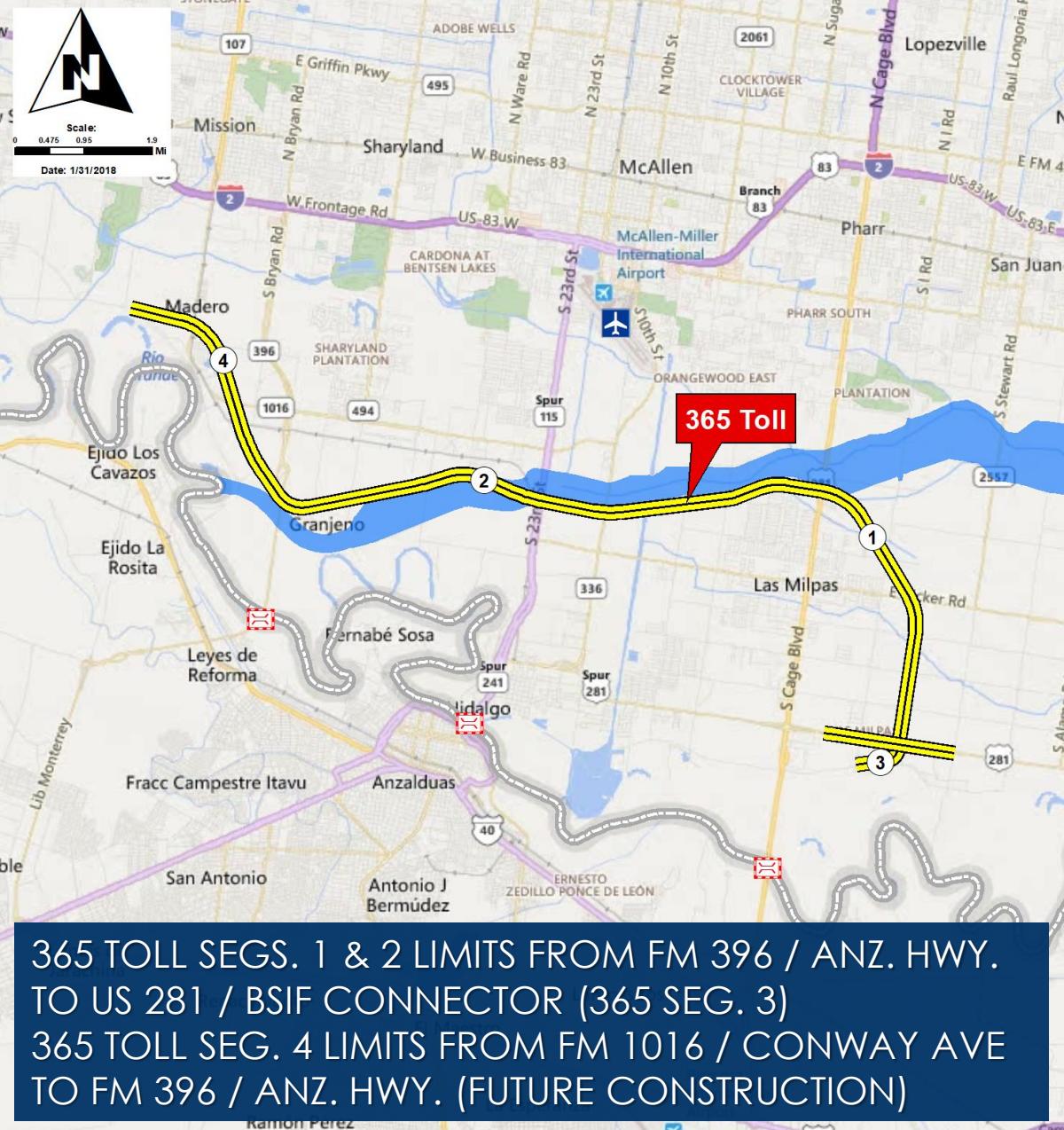
## MISSION STATEMENT:

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

# HCRMA STRATEGIC PLAN

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





## MAJOR MILESTONES:

NEPA CLEARANCE

07/03/2015

100% ROW ACQUIRED

**PH 1: 365 SEG. 3 –**

LET: 08/2015  
COMPLETED

**PH 2: 365 TOLL**

**SEGS. 1 & 2 –**

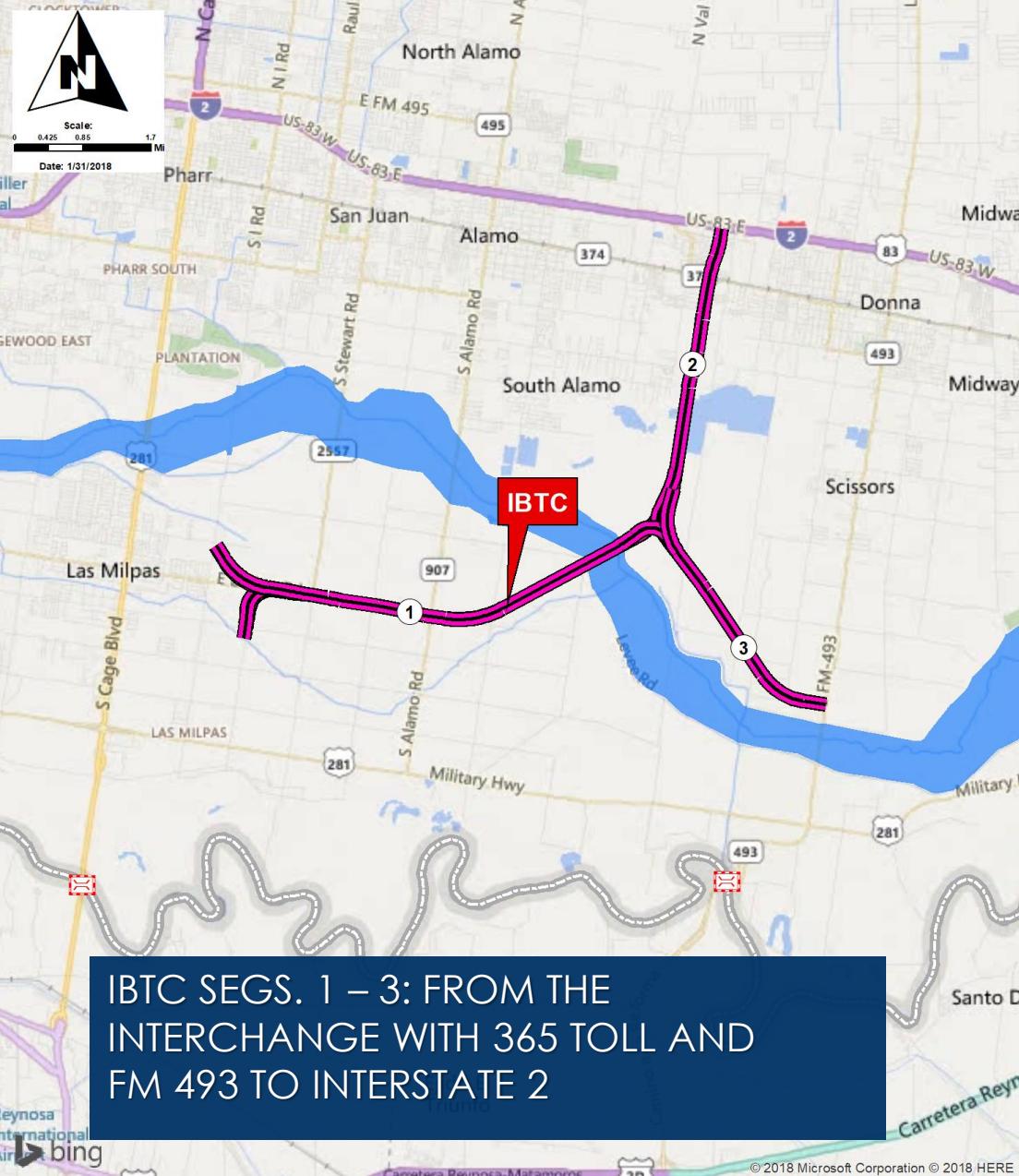
**OPEN: 01/2026**



**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

► **ONGOING ACTIVITY:**

- Construction Underway w/ targeted operations starting 01/2026.
- Value Engineering Change Proposals (VECP) from CO#2:
  - Redesign underway: design submittal schedule and first package(s) arrive mid-June.
  - Environmental re-evaluation ongoing: first wave of clearance documents cleared by TxDOT ENV w/ subsequent waves underway as redesign progresses.
- Construction Management support:
  - Initiation of environmental inspections (e.g. wetland, archeological, and others)
  - Appia configuration support
  - Reimbursement processing support
  - RFI's / Submittals support
- Toll System Integrator (TSI) procurement documents nearly complete, soon to get published.



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

# IBTC

## MAJOR MILESTONES:

OBTAINED EA ENV  
CLASSIFICATION: 11/2017

SCHEMATIC APPROVED:  
11/2021

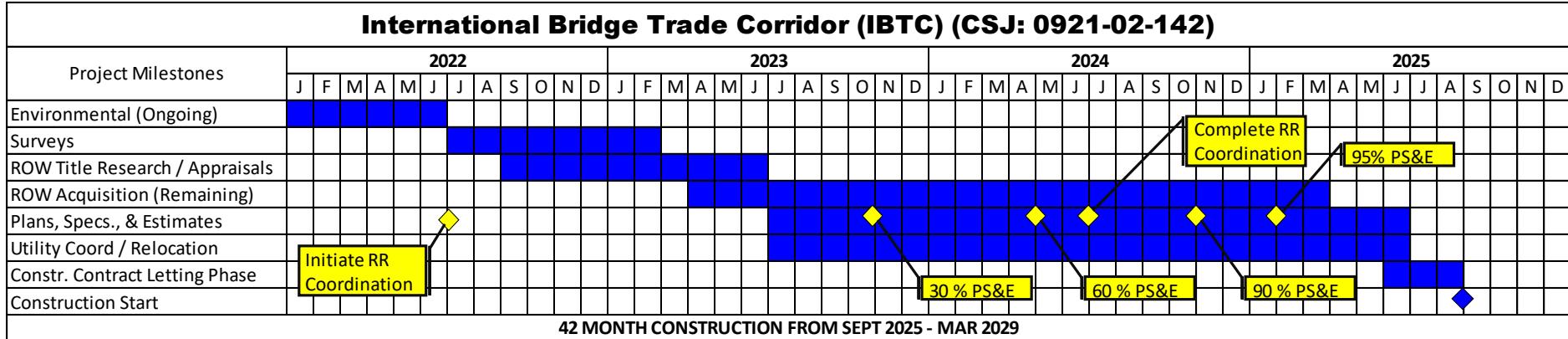
NEPA CLEARANCE: MID 2022

EST. LETTING: LATE 2025

# ► IBTC SCHEDULE

IBTC

## International Bridge Trade Corridor (IBTC) (CSJ: 0921-02-142)

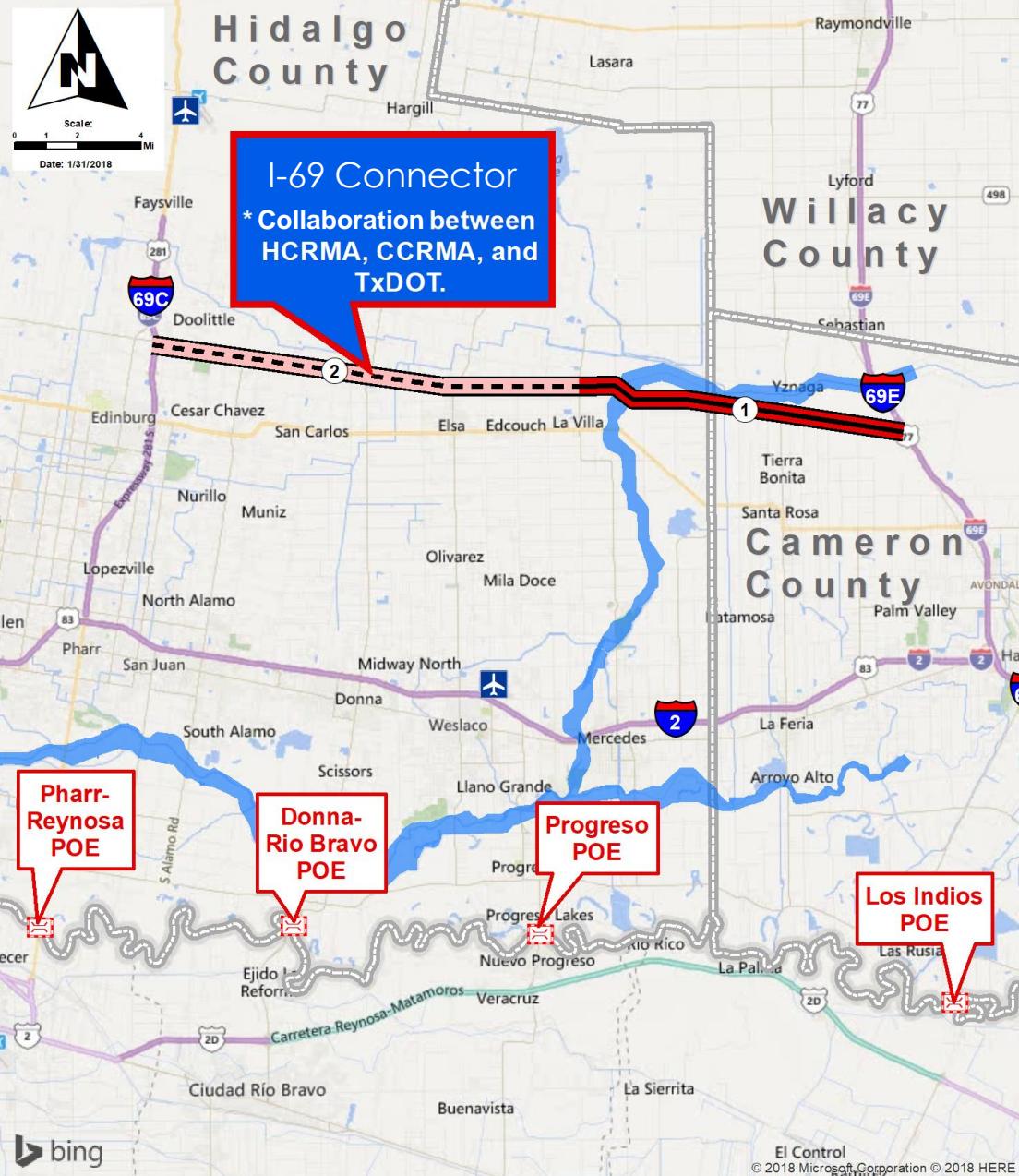


## ► ADVANCE PLANNING

IBTC

- ❑ Environmental
  - Classification Letter and Scoping Toolkit Submitted Aug 2017
  - Held IBTC Environmental Kick off with TxDOT PHR / ENV April 6, 2018.
  - Public Meeting took place at Donna High School March 29, 2019.
  - All major technical reports submitted and approved.
- ❑ Submitted TIP revisions February 15, 2022 to program access to federal funds once project is functionally classified pending plan STIP update.
- ❑ Conducted public hearing on March 17, 2022.
- ❑ Conducted risk workshop with TxDOT TPP Portfolio Management on April 5, 2022.
- ❑ Submitted Infra (Mega) Grant for Phase 1 construction with TxDOT as supporting agency on May 23, 2022.
- ❑ Submitted Final Draft EA and Finding of No Significant Impact (FONSI) on June 1, 2022.



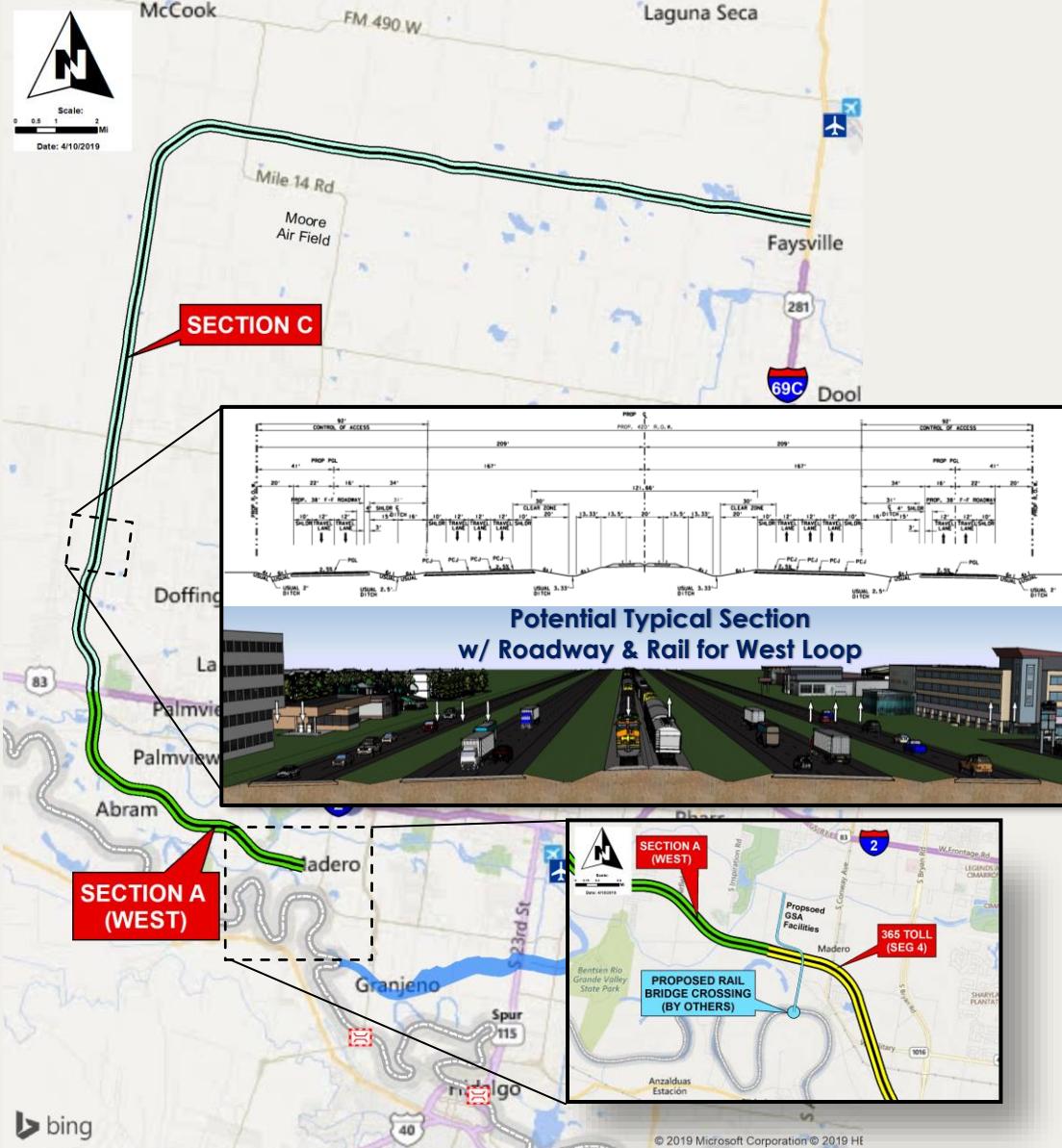


# I-69 Connector

**(COLLABORATION W/ TXDOT, CCRMA, AND HCRMA)**

## DESCRIPTION:

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



# WEST LOOP

## SECTION A(WEST) / SECTION C

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

### DESCRIPTION:

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



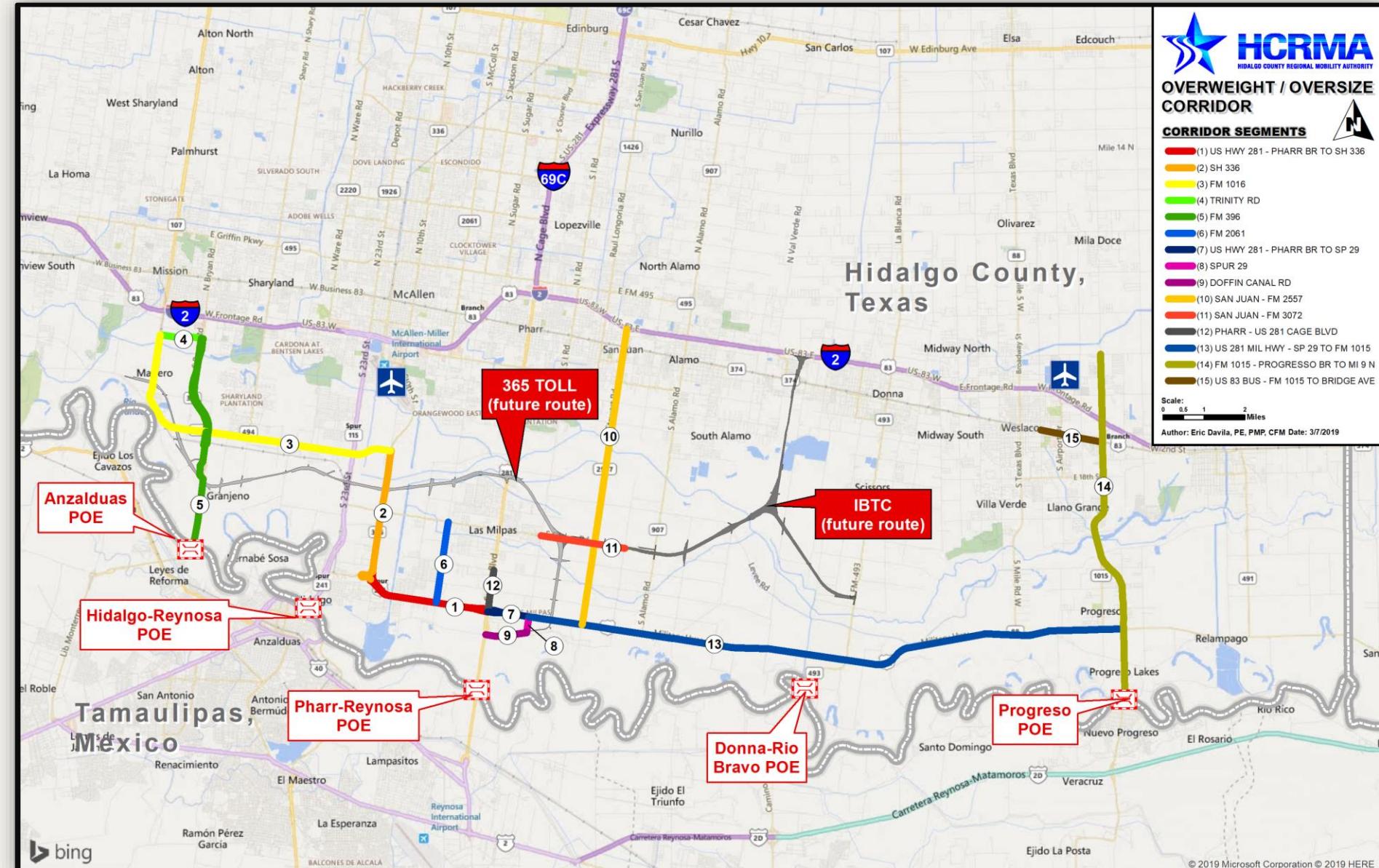
**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

**OVERWEIGHT / OVERSIZE  
CORRIDOR**
**CORRIDOR SEGMENTS**

- (1) US HWY 281 - PHARR BR TO SH 336
- (2) SH 336
- (3) FM 1016
- (4) TRINITY RD
- (5) FM 396
- (6) FM 2061
- (7) US HWY 281 - PHARR BR TO SP 29
- (8) SPUR 29
- (9) DOFFIN CANAL RD
- (10) SAN JUAN - FM 2557
- (11) SAN JUAN - FM 3072
- (12) PHARR - US 281 CAGE BLVD
- (13) US 281 MIL HWY - SP 29 TO FM 1015
- (14) FM 1015 - PROGRESO BR TO MI 9 N
- (15) US 83 BUS - FM 1015 TO BRIDGE AVE

 Scale:  


Author: Eric Davila, PE, PMP, CFM Date: 3/7/2019



© 2019 Microsoft Corporation © 2019 HERE

► **OVERWEIGHT REPORT FOR JUNE 2022:**  
**JAN 1, 2014 – MAY 31, 2022**

OW

<b>Total Permits Issued:</b>	<b>239,679</b>
<b>Total Amount Collected:</b>	<b>\$ 39,539,310</b>
■ Convenience Fees:	\$ 767,310
■ Total Permit Fees:	\$ 38,772,000
– Pro Miles:	\$ 719,037
– TxDOT:	\$ 32,956,200
– HCRMA:	\$ 5,096,763

► **OVERWEIGHT REPORT FOR JUNE 2022:**  
**JAN 1, 2022 – MAY 31, 2022**

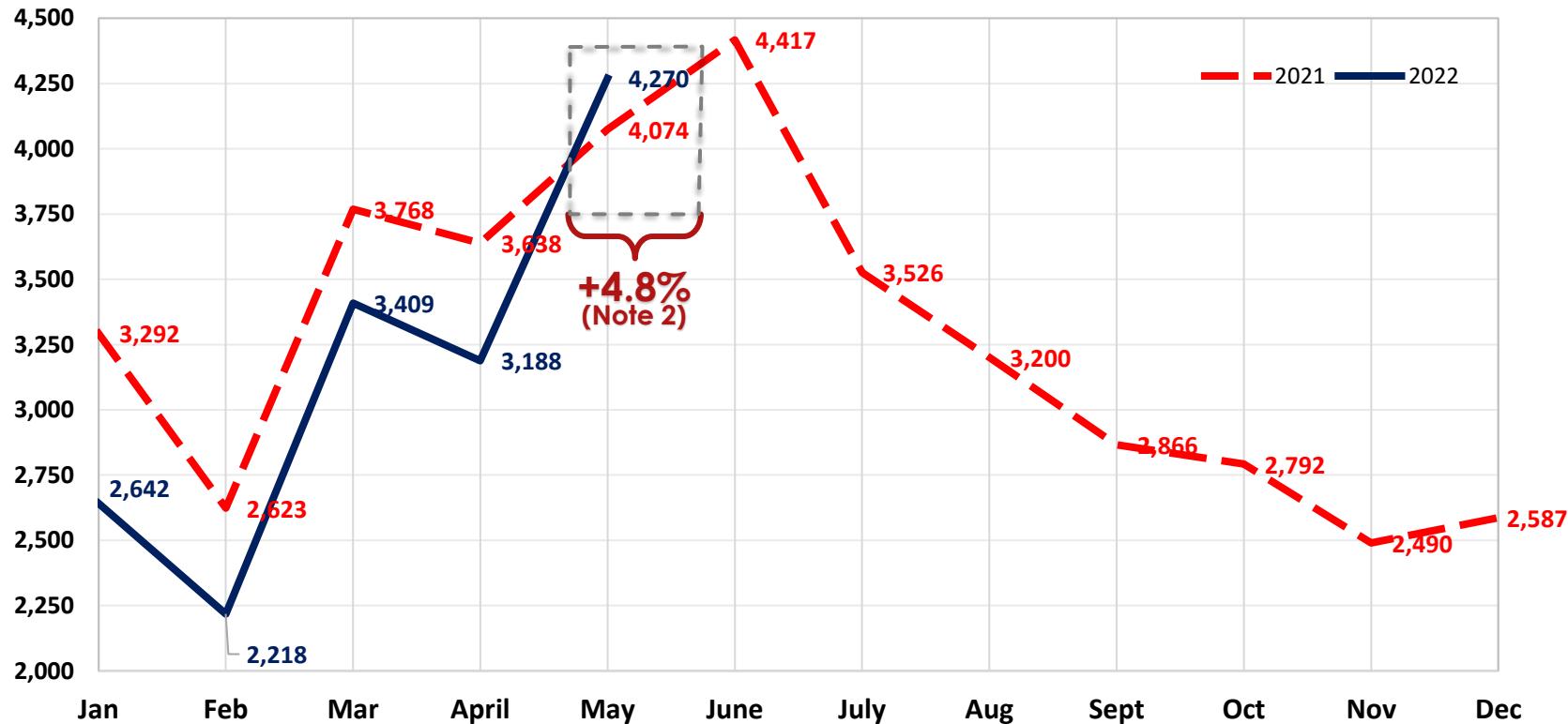
OW

<b>Total Permits Issued:</b>	<b>15,727</b>
<b>Total Amount Collected:</b>	<b>\$ 3,186,734</b>
■ Convenience Fees:	\$ 41,334
■ Total Permit Fees:	\$ 3,145,400
– Pro Miles:	\$ 47,181
– TxDOT:	\$ 2,673,590
– HCRMA:	\$ 424,629

# ► OVERWEIGHT REPORT FOR JUNE 2022: JAN 1, 2022 – MAY 31, 2022

OW

Overweight/Oversized Permit Count  
2021 - 2022 Monthly Comparison



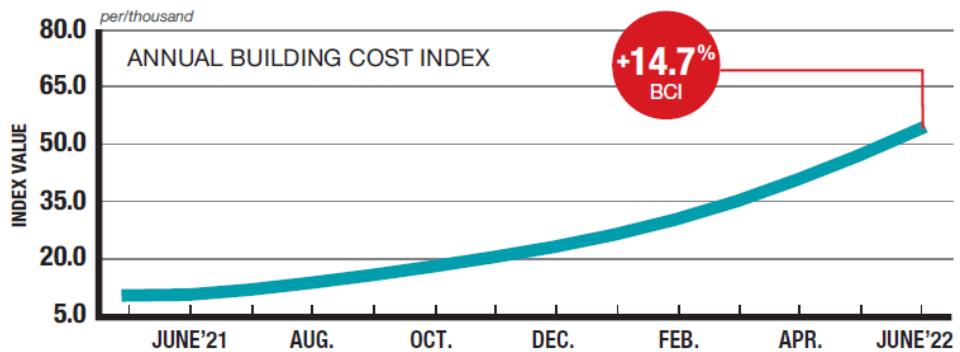
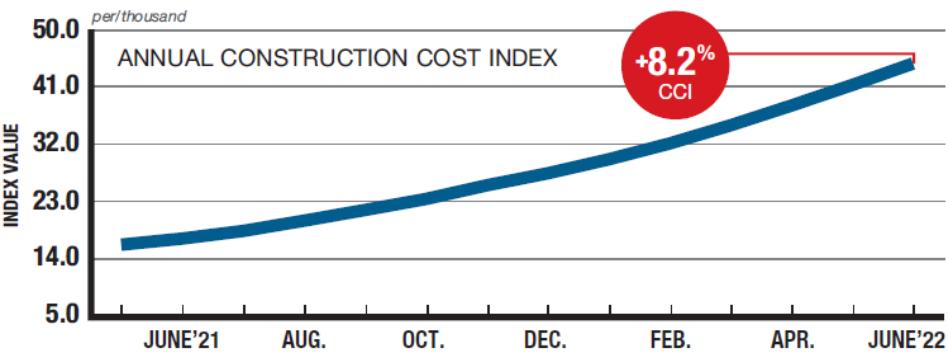
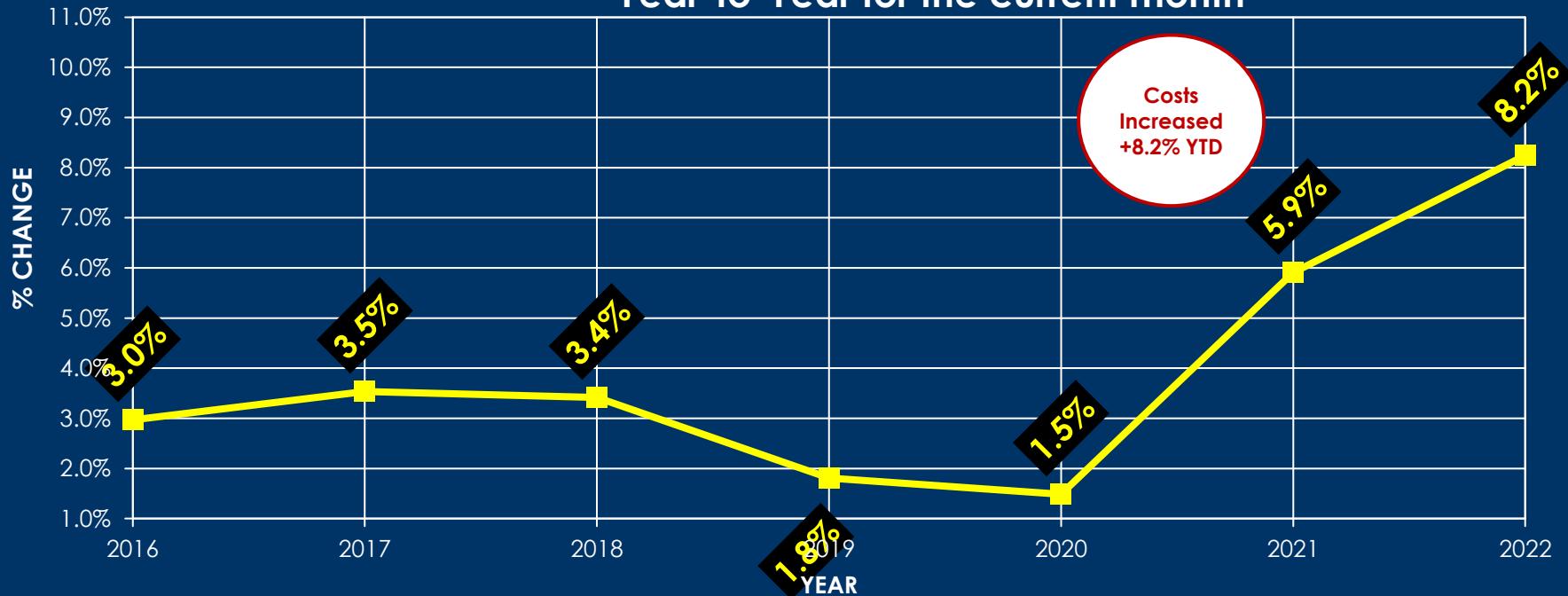
## Notes:

1. The permit count for 2021 (39,273) ended with a +9.0% (increase) compared to 2020 (36,040).
2. Monthly permit count of 4,270 represents a +4.8% (increase) compared to the same month in 2021.

# ► CONSTR. ECONOMICS JUNE 2022

CE

## Construction Cost Index (CCI) Change (%) Year-to-Year for the current month





## 20-CITY AVERAGE

ITEM	UNIT	\$PRICE	%MONTH	%YEAR
<b>ASPHALT PAVING</b>				
PG 58	TON	572.58	+5.8	+35.3
Cutback, MC800	TON	399.61	0.0	+3.3
Emulsion, RAPID SET	TON	372.80	+0.1	+3.4
Emulsion, SLOW SET	TON	387.39	+0.4	+4.2
<b>PORTLAND CEMENT</b>				
Type one	TON	167.30	+3.2	+0.3
<b>MASONRY CEMENT</b>				
70-lb bag	TON	12.31	+2.1	+10.2
<b>CRUSHED STONE</b>				
Base course	TON	16.42	+3.0	+29.3
Concrete course	TON	16.59	+1.7	+40.7
Asphalt course	TON	17.90	+0.6	+26.0
<b>SAND</b>				
Concrete	TON	15.55	+4.5	+42.1
Masonry	TON	16.75	+1.9	+25.9
<b>READY-MIX CONCRETE</b>				
3,000 psi	CY	144.70	+1.7	+12.0
4,000 psi	CY	153.65	+1.5	+7.5
5,000 psi	CY	188.34	+0.9	+1.0
<b>CONCRETE BLOCK</b>				
Normal weight: 8" x 8" x 16"	C	194.66	+1.2	+19.7
Lightweight: 8" x 8" x 16"	C	178.30	+1.1	+12.1
12" x 8" x 16"	C	270.11	-0.1	+32.3

Item 1B

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS  
PLANNING COMMITTEE  
FINANCE COMMITTEE  
TECHNICAL COMMITTEE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AGENDA ITEM  
DATE SUBMITTED  
MEETING DATE

**1B**  
6/22/22  
6/28/22

1. Agenda Item: **REPORT ON CONSTRUCTION ACTIVITY FOR THE 365 TOLLWAY PROJECT.**
2. Nature of Request: (Brief Overview) Attachments:  Yes  No  
Report on 365 Tollway Project Construction Activities.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:  Yes  No  N/A
5. Staff Recommendation: Report only.
6. Program Manager's Recommendation:  Approved  Disapproved  None
7. Planning Committee's Recommendation:  Approved  Disapproved  None
8. Board Attorney's Recommendation:  Approved  Disapproved  None
9. Chief Auditor's Recommendation:  Approved  Disapproved  None
10. Chief Financial Officer's Recommendation:  Approved  Disapproved  None
11. Chief Development Engineer's Recommendation:  Approved  Disapproved  None
12. Chief Construction Engineer's Recommendation:  Approved  Disapproved  None
13. Executive Director's Recommendation:  Approved  Disapproved  None



# HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



## PROJECT: DMO2013(420)

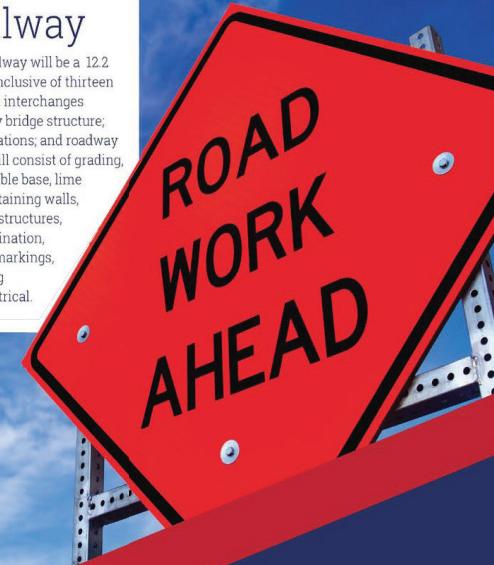
### CSJ# 0921-02-368

JUNE 2022 4/42



## ABOUT 365 Tollway

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



## HCRMA 365 Tollway



### Questions of Comments About the Project?

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

**PULICE**

### PROJECT DATA



**Owner:** Hidalgo County Regional Mobility Authority (HCRMA)

**Location:** Hidalgo County, TX

**Contract Time:** 1,264 days

**Project Budget:** \$281,723,797.95

### 365 TOLLWAY: BY THE NUMBERS

Representative Items	Quantity
Excavation	336,770 CY
Embankment	3,584,211 CY
Lime Treatment (Existing Material)	1,150,652 SY
Concrete Pavement	814,670 SY
Pre-Stressed Concrete Pilings	9,668 LF
Drilled Shafts	31,881 LF
Reinforced Concrete Slabs	448,042 SF
Retaining (MSE) Wall	463,168 SF
Concrete Girders	52,124 LF
Concrete Rail	45,458 LF
Drainage (RCB & RCP)	49,217 LF

## Major Project Components

### Production and Performance

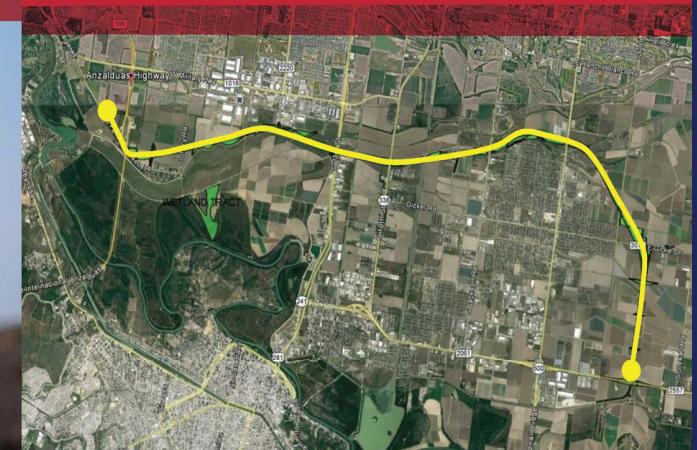
To meet scheduled deadlines, working days will be seven days a week, including all holidays (with the exception of: New Year's Day, Independence Day, Labor Day, Thanksgiving Day (and following Friday), and Christmas Eve and Christmas Day), regardless of weather conditions, material availability, or other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

### Environmental

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

### Community Key Issues/Concerns

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



# EXECUTIVE SUMMARY

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

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

- ❖ The total construction cost submitted \$295,932,420.25.

# SCHEDEULE & CONSTRUCTION COSTS

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

CO#1 11/11/21 entering VECP process	+000 days	\$000,000,000.00	.0%
CO#2 12/21/21 VECP Plan Revisions	+000 days	\$(38,010,382.63)	(12.84%)
CO#3 04/26/22 VECP Contractor Risk	+000 days	\$000,000,000.00	(0%)

- CHANGE ORDERS:

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

◊

- Change Order No. 2 Summary: December 21, 2021
  - Change Order No. 2 amended the contract price from \$ 295,932,420.25 to \$ 281,723,797.95.
  - By execution of Change Order No. 1, the contractor completed a 30% design to an effort to estimate cost savings for the project. Payment for the contractor's initial design work is \$ 613,285.06 in accordance with the calculations presented in Change Order No. 1. This is the only cost due to the contractor based on the execution of Change Order No. 2, and is non-participating.
  - Notice to Proceed was issued 2/15/22, the HCRMA reimburse the contractor for the remaining design costs to not exceed 5% of the total cost savings. Payments made will be based upon design milestones at 60%, 90%, and 100% completion and acceptance.

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 \$35,521,555.76
• 60% Contractor Savings: \$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

- As provided for Contract Amendment #1 and Change Order No. 2, the Contractor's share of the net Savings includes the "Contractor's Risk" that the actual costs of implementing the approved VECP concepts in Change Order No. 2 may not result in the Savings 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 Contractors 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, oversights, omissions, 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").

- 1. Contractor VECP Savings Payments.

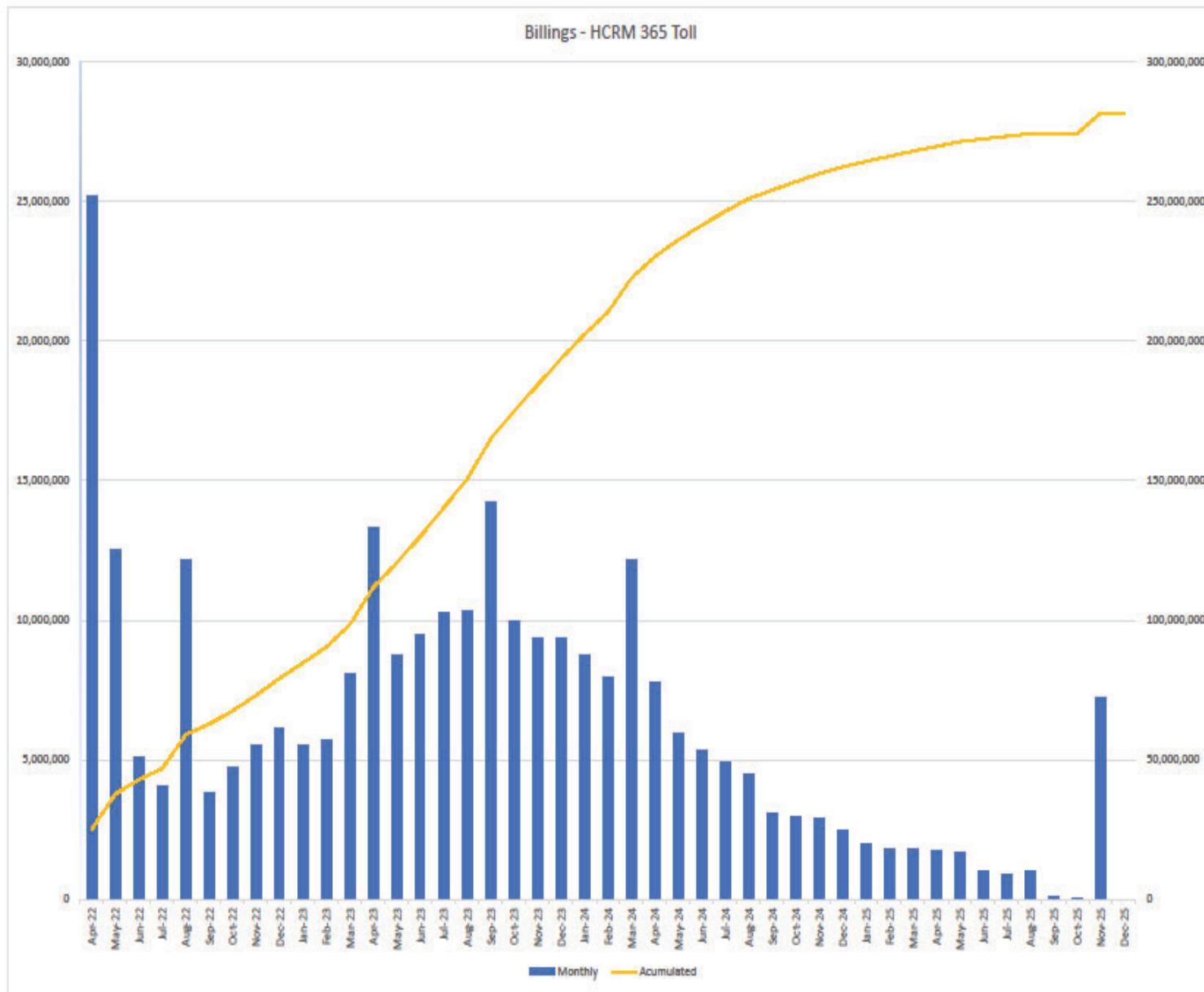
- Contractor's share of the Savings shall be calculated and paid out as progress payments under the terms of the Contract, as follows:

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	\$4,262,586.69
	\$21,312,933.45

- The parties agree 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 (ii) reduced to reflect the Contractor's Risk for unrealized Savings/overages.

## HCRMA 365 Toll

Month	Monthly	Acumulated
Apr-22	25,190,826.29	25,190,826.29
May-22	12,526,793.47	37,717,619.76
Jun-22	5,103,839.57	42,821,459.33
Jul-22	4,056,720.86	46,878,180.19
Aug-22	12,181,968.13	59,060,148.31
Sep-22	3,793,093.38	62,853,241.89
Oct-22	4,718,652.82	67,571,894.71
Nov-22	5,528,169.37	73,100,064.07
Dec-22	6,119,629.60	79,219,693.67
Jan-23	5,521,167.39	84,740,861.26
Feb-23	5,709,652.94	90,430,514.20
Mar-23	8,074,926.11	98,523,440.31
Apr-23	13,322,093.69	111,847,534.00
May-23	8,762,128.14	120,609,662.14
Jun-23	9,480,363.85	130,100,027.99
Jul-23	10,304,103.38	140,404,131.37
Aug-23	10,345,339.66	150,749,471.03
Sep-23	14,260,954.13	165,010,425.15
Oct-23	9,998,367.44	175,008,792.59
Nov-23	9,353,306.19	184,362,198.78
Dec-23	9,390,270.67	193,732,369.45
Jan-24	8,746,433.61	202,499,023.06
Feb-24	7,983,281.24	210,482,304.30
Mar-24	12,142,217.24	222,624,521.54
Apr-24	7,734,648.47	230,379,170.00
May-24	5,926,137.47	236,305,307.48
Jun-24	5,355,704.31	241,661,011.99
Jul-24	4,923,264.38	246,384,276.37
Aug-24	4,301,426.39	251,083,702.77
Sep-24	3,076,833.05	254,162,333.82
Oct-24	2,989,963.41	257,152,499.23
Nov-24	2,903,093.77	260,053,592.99
Dec-24	2,467,906.96	262,523,499.95
Jan-25	1,968,990.08	264,492,490.03
Feb-25	1,804,964.39	266,297,434.62
Mar-25	1,798,391.38	268,096,046.20
Apr-25	1,798,391.38	269,854,637.78
May-25	1,698,391.38	271,553,229.36
Jun-25	1,002,352.02	272,553,581.38
Jul-25	863,055.74	273,418,637.12
Aug-25	1,002,352.02	274,420,989.14
Sep-25	72,982.79	274,493,971.93
Oct-25	7,915.13	274,501,887.06
Nov-25	7,221,910.89	281,723,797.95
Dec-25	0.00	281,723,797.95



## 365 TOLL PROJECT CSJ:0921-02-368 Construction

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

### Overview

[Edit](#)

#### General Information

##### [Project](#)

Work Type  
Heavy Highway

##### [Location](#)



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

Created By  
Sergio Mandujano

#### Awarded Amount

\$295,932,420.25

#### Authorized Amount

\$257,922,037.62

#### Approved Changes

-\$38,010,382.63

#### Description

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

#### Amount Paid

Amount paid so far  
\$23,634,811.32

8%  
of your  
Awarded  
\$295,932,420.25

9%  
of your  
Authorized  
\$257,922,037.62

59%  
of your  
Approved  
Payments  
\$40,000,844.53

#### Important Dates

Date Created  
Apr 22, 2022

Notice to Proceed  
Feb 15, 2022

Construction Start  
Mar 17, 2022

Work Completion  
Sep 22, 2025

#### Progress

Time Complete: 99 Days

Time Remaining: 1165 Days

8%

Amount Posted: \$39,286,011.24

Awarded Amount: \$295,932,420.25

13%

Amount Posted: \$39,286,011.24

Authorized Amount: \$257,922,037.62

15%

Total Retainage

\$0.00

Retainage Released

\$0.00

Liquidated Damages

\$0.00



# Hidalgo County Regional Mobility Authority

## Project Status

365 TOLL PROJECT CSJ:0921-02-368

---

### Project General Information

<b>Description</b>	GREENFIELD PROJECT, PRINCIPAL ARTERIAL, CONTROLLED ACCESS HIGHWAY, TOLL IMPROVEMENT, CSJ: 0921-02-368
<b>Project Manager</b>	Ramon Navarro, IV., P.E.
<b>Managing Office</b>	HCRMA Construction Department
<b>Prime Contractor</b>	PULICE CONSTRUCTION, INC. 8660 E. Hartford Drive, Suite 305 Scottsdale, AZ 85255
<b>Project Subcontractors</b>	A.H. BECK FOUNDATION CO, INC. CERTIFIED PLACERS, LLC. IOC COMPANY, LLC L&R PRECAST CONCRETE WORKS, INC. SCOTT DERR PAINTING COMPANY, LLC SICE, INC. TEXAS HIGHWAY SYSTEMS, INC. TEXAS ICON CONSTRUCTION, LLC. US-MENARD, INC.
<b>Notice to Proceed Date</b>	02/15/2022
<b>Construction Start Date</b>	03/17/2022
<b>Work Completion Date</b>	09/22/2025

### Project Financials

<b>Awarded Project Amount</b>	\$295,932,420.25
<b>Authorized Project Amount</b>	\$257,922,037.62
<b>Amount Paid To Date</b>	\$23,634,811.32
<b>Approved Change Orders To Date</b>	-\$38,010,382.63
<b>Original % Complete</b>	7.730%
<b>Current % Complete</b>	8.869%

## Project Funding

Fund Packages:	Default Fund Package
Original Fund Amount:	\$295,932,420.25
Approved Change Orders:	-\$38,010,382.63
Authorized Amount:	\$257,922,037.62
Amount Paid to Date:	\$22,874,978.03
Amount Remaining:	\$235,047,059.59
Current % Complete:	8.869%

## Time Charges

### 1264 CALENDAR DAY PROJECT Primary

Type	Calendar Days	Status	In Progress
Start Date	03/17/2022	Expected End Date	08/31/2025
Original Days Allowed	1,264.0	Authorized Days Allowed	1,264.0
Days Charged	99.0	Liquidated Damages/Day	\$16,500.00
Days Remaining	1,165.0	Liquidated Damages To Date	\$0.00

1 time limit



# Hidalgo County Regional Mobility Authority

## Payment History

365 TOLL PROJECT CSJ:0921-02-368

<b>Description</b>	GREENFIELD PROJECT, PRINCIPAL ARTERIAL, CONTROLLED ACCESS HIGHWAY, TOLL IMPROVEMENT, CSJ: 0921-02-368
<b>Prime Contractor</b>	PULICE CONSTRUCTION, INC. 8660 E. Hartford Drive, Suite 305 Scottsdale, AZ 85255
<b>Notice to Proceed Date</b>	02/15/2022
<b>Construction Start Date</b>	03/17/2022
<b>Awarded Project Amount</b>	\$295,932,420.25
<b>Net Change by Change Orders</b>	-\$38,010,382.63
<b>Authorized Project Amount</b>	\$257,922,037.62
<b>% Complete Paid Awarded Amount</b>	7.987%
<b>% Complete Paid Authorized Amount</b>	9.164%

## Payment History

Payment Number	Pay Period	Payment Amount	Payment To Date	Payment Status
3	06/01/2022 to 06/20/2022	\$2,336,832.39	\$40,000,844.53	Approved
2	05/01/2022 to 05/31/2022	\$14,029,200.82	\$37,664,012.14	Approved
1	02/15/2022 to 04/30/2022	\$23,634,811.32	\$23,634,811.32	Paid
<b>Total:</b>				<b>\$40,000,844.53</b>



RNIV

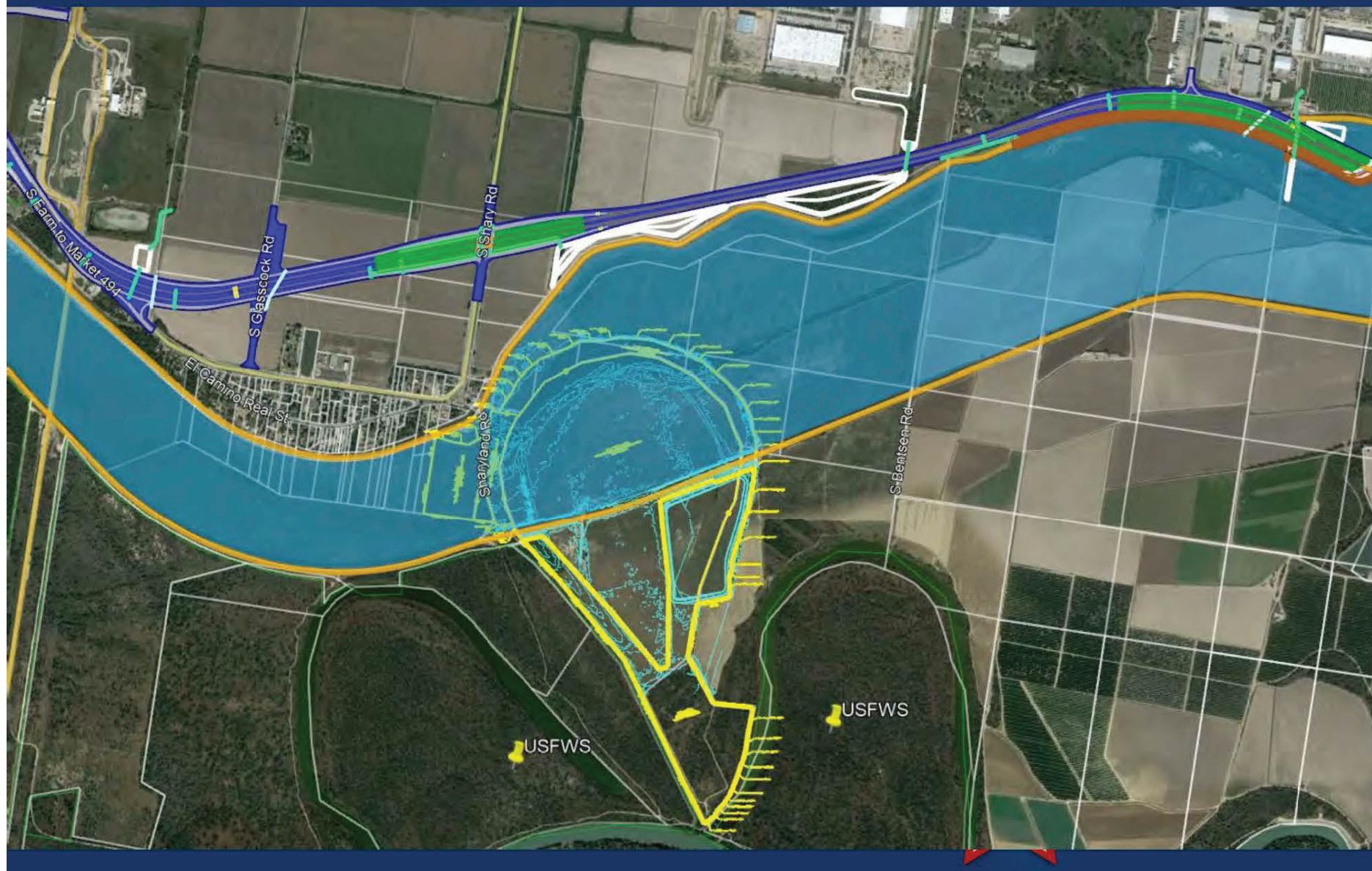


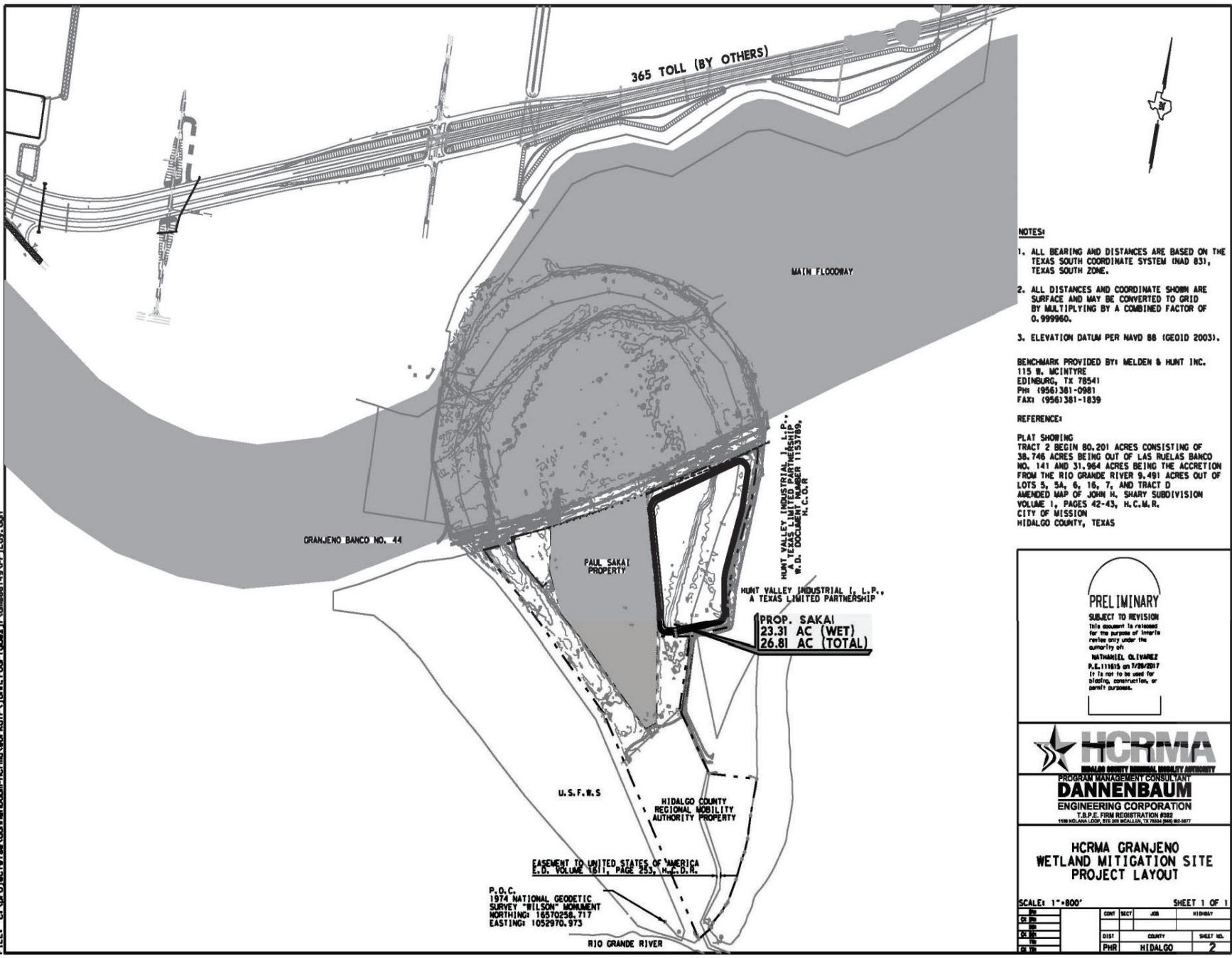
RNIV

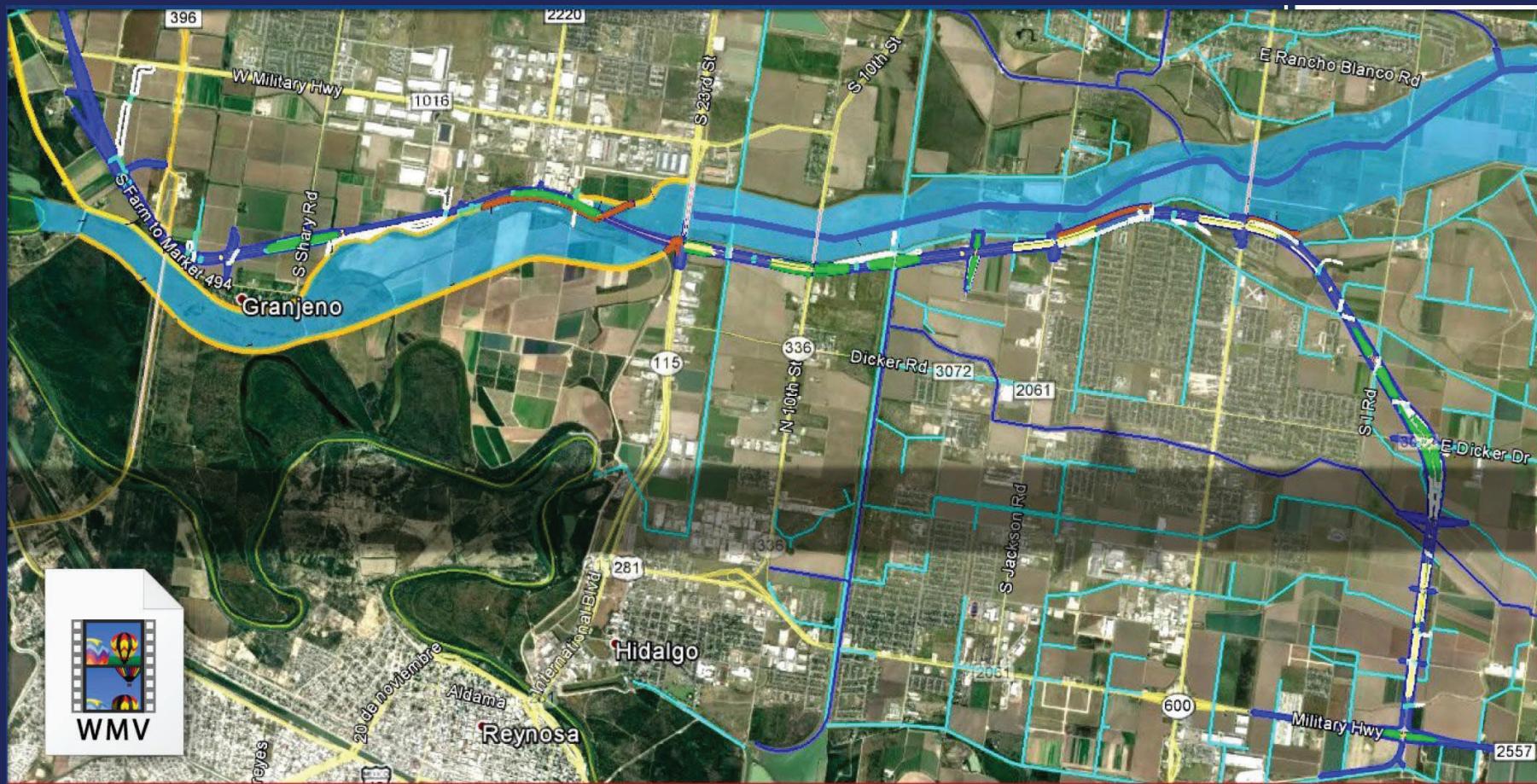




# WETLAND MITIGATION SITE







This Page  
Intentionally  
Left Blank

Item 2A

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>X</u>	AGENDA ITEM	<u>2A</u>
PLANNING COMMITTEE	<u>      </u>	DATE SUBMITTED	<u>06/17/22</u>
FINANCE COMMITTEE	<u>      </u>	MEETING DATE	<u>06/28/22</u>
TECHNICAL COMMITTEE	<u>      </u>		

1. Agenda Item: APPROVAL OF MINUTES FOR REGULAR MEETING HELD MAY 24, 2022.
2. Nature of Request: (Brief Overview) Attachments:   X   Yes        No  
Consideration and Approval of Minutes for the Hidalgo County Regional Mobility Authority Board of Directors Regular Meeting held May 24, 2022.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:        Yes        No   X   N/A
5. Staff Recommendation: Motion to approve the minutes for the Board of Director's Regular Meeting held May 24, 2022, as presented.
6. Planning Committee's Recommendation:        Approved        Disapproved   X   None
7. Finance Committee's Recommendation:        Approved        Disapproved   X   None
8. Board Attorney's Recommendation:   X   Approved        Disapproved        None
9. Chief Auditor's Recommendation:        Approved        Disapproved   X   None
10. Chief Financial Officer's Recommendation:        Approved        Disapproved   X   None
11. Chief Development Engineer's Recommendation:        Approved        Disapproved   X   None
12. Chief Construction Engineer's Recommendation:        Approved        Disapproved   X   None
13. Executive Director's Recommendation:   X   Approved        Disapproved        None

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

The Hidalgo County Regional Mobility Authority Board of Directors convened for a Regular Meeting on Tuesday, May 24, 2022, 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:	S. David Deanda, Jr., Chairman Forrest Runnels, Vice-Chairman (teleconference) Ezequiel Reyna, Jr., Secretary/Treasurer (teleconference) Alonzo Cantu, Director (teleconference) Frank Pardo, Director Joaquin Spamer, Director
Absent:	Juan Carlos Del Angel, Director
Staff:	Pilar Rodriguez, Executive Director Ramon Navarro, Chief Construction Engineer Celia Gaona, Chief Auditor/Compliance Officer Jose Castillo, Chief Financial Officer Blakely Fernandez, Bracewell LLP, Legal Counsel (teleconference) Colby Eckols, Hilltop Securities, Financial Advisor

**PLEDGE OF ALLEGIANCE**

Chairman Deanda led the Pledge of Allegiance.

**INVOCATION**

Ms. Gaona led the Invocation.

**CALL TO ORDER FOR REGULAR MEETING AND ESTABLISH A QUORUM**

Chairman Deanda called the Regular Meeting to order at 5:30 p.m.

**PUBLIC COMMENT**

*No Comments.*

**1. REPORTS**

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

*Mr. Pilar Rodriguez reported on Program Manager Activity for 365 Tollway Project and IBTC Environmental Clearance Document. 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 Frank Pardo, with a second by Joaquin Spamer, to approve the Consent Agenda. Motion carried unanimously.***

- A. Approval of Minutes for the Regular Meeting held April 26, 2022.  
*Approved the Minutes for the Regular Meeting held April 26, 2022.*
- B. Approval of Project & General Expense Report for the period from April 8, 2022 to May 6, 2022.  
*Approved the Project & General Expense Report for the period from April 8, 2022 to May 6, 2022.*
- C. Approval of Financial Reports for April 2022.  
*Approved the Financial Reports for April 2022.*

## 3. REGULAR AGENDA

- A. Resolution 2022-38 – Approval and Consideration to remove Jose H. Castillo as a signatory and the addition of Ascencion Alonzo as an authorized signatory on all PlainsCapital Bank, TexStar, Logic, and Wilmington Trust accounts.  
***Motion by Forrest Runnels, with a second by Frank Pardo, to approve 2022-38 – Approval and Consideration to remove Jose H. Castillo as a signatory and the addition of Ascencion Alonzo as an authorized signatory on all PlainsCapital Bank, TexStar, Logic, and Wilmington Trust accounts. Motion carried unanimously.***
- B. Resolution 2022-39 – Approval and Consideration to designate Ascencion Alonzo and Pilar Rodriguez as investment officers for the Hidalgo County Regional Mobility Authority.  
***Motion by Joaquin Spamer, with a second by Forrest Runnels, to approve Resolution 2022-39 – Approval and Consideration to designate Ascencion Alonzo and Pilar Rodriguez as investment officers for the Hidalgo County Regional Mobility Authority. Motion carried unanimously.***
- C. Resolution 2022-40 – Approval and Consideration of extension of contract for legal services for the Hidalgo County Regional Mobility Authority with Bracewell, LLP and Escobedo & Cardenas, LLP (including, as a subcontractor, the Law Office of Richard A. Cantu, P.C.), and consenting to the assignment of the agreement with Escobedo & Cardenas, LLP to the Law Office of Richard A. Cantu, P.C. (with Escobedo & Cardenas, LLP as a subcontractor).  
***Motion by Ezequiel Reyna, with a second by Forrest Runnels, to approve Resolution 2022-40 – Approval and Consideration of extension of contract for legal services for the Hidalgo County Regional Mobility Authority with Bracewell, LLP and Escobedo & Cardenas, LLP (including, as a subcontractor, the Law Office of Richard A. Cantu, P.C.), and consenting to the assignment of the agreement with Escobedo & Cardenas, LLP to the Law Office of Richard A. Cantu, P.C. (with Escobedo & Cardenas, LLP as a subcontractor). Motion carried unanimously.***
- D. Resolution 2022- 41 - Adoption of amended Fiscal Year 2022 Operating and Capital Budget for the Hidalgo County Regional Mobility Authority.  
***Motion by Joaquin Spamer, with a second by Alonzo Cantu, to approve Resolution 2022- 41 - Adoption of amended Fiscal Year 2022 Operating and Capital Budget 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)
  - A. Consultation with Attorney on personnel matters related annual evaluation of the Executive Director (551.074 T.G.C.).  
**No action taken**
  - B. Consultation with Attorney on legal issues pertaining to an Interlocal Cooperative Agreement with the City of Mission to provide Right of Way Acquisition Services (Section 551.071 T. G.C.)  
**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 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.**

## ADJOURNMENT

*There being no other business to come before the Board of Directors, motion by Ezequiel Reyna, with a second by Joaquin Spamer, to adjourn the meeting at 5:49 p.m.*

---

*S. David Deanda, Jr, Chairman*

Attest:

---

*Ezequiel Reyna, Jr., Secretary/Treasurer*

This Page  
Intentionally  
Left Blank

Item 2B

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>X</u>	AGENDA ITEM	<u>2B</u>
PLANNING COMMITTEE	<u>      </u>	DATE SUBMITTED	<u>06/21/22</u>
FINANCE COMMITTEE	<u>      </u>	MEETING DATE	<u>06/28/22</u>
TECHNICAL COMMITTEE	<u>      </u>		

1. Agenda Item: APPROVAL OF PROJECT AND GENERAL EXPENSE REPORT FROM MAY 7, 2022 TO JUNE 7, 2022.
2. Nature of Request: (Brief Overview) Attachments: X Yes        No  
Consideration and approval of project and general expense report for the period from May 7, 2022 to June 7, 2022.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: X Yes        No        N/A      Funding Source: VRF Bond

Operating Account	\$ 212,986.01
Toll Revenue Series 2022A&B	\$16,508,598.39
Disbursement Account	\$ 9,272.58
VRF Series 2020A	\$ 96,121.93
<b>Total Project Expenses for Reporting Period</b>	<b>\$16,826,978.91</b>

Fund Balance after Expenses	\$148,793,123.52
-----------------------------	------------------

5. Staff Recommendation: Motion to approve the project and general expense report for the May 7, 2022 to June 7, 2022, as presented.
6. Planning Committee's Recommendation:       Approved       Disapproved X None
7. Finance Committee's Recommendation:       Approved       Disapproved X None
8. Board Attorney's Recommendation:       Approved       Disapproved X None
9. Chief Auditor's Recommendation:       Approved       Disapproved X None
10. Chief Financial Officer's Recommendation: X Approved       Disapproved       None
11. Chief Development Engineer's Recommendation: X Approved       Disapproved       None
12. Chief Construction Engineer's Recommendation: X Approved       Disapproved       None
13. Executive Director's Recommendation: X Approved       Disapproved       None



# Memorandum

**To:** S. David Deanda Jr., Chairman  
**From:** Pilar Rodriguez, PE, Executive Director  
**Date:** June 28, 2022  
**Re:** **Expense Report for the Period from May 7, 2022 to June 7, 2022.**

---

Attached is the expense report for the period commencing on May 7, 2022 to June 7, 2022.

Expenses for the General Account total \$212,986.01, Toll Revenue Series 2022A&B total is \$16,508,598.39, Disbursement Account total \$9,272.58 and the VRF Series 2020A Account is \$96,121.93. The aggregate expense for the reporting period is \$16,826,978.91.

Based on review by this office, **approval of expenses for the reporting period is recommended in the aggregate amount of \$16,826,978.91.**

This leaves a fund balance (all funds) after expenses of \$148,793,123.52.

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

**May. 7 - June 7**  
**June 2022**

Plains Capital 41

Make Check Payable to	Date Work Performed	Amount
City of Pharr	May 2022 \$	128,043.27
Office Depot	May 2022 \$	131.72
Office Depot	May 2022 \$	3,012.71
A-Fast Delivery, LLC	May 2022 \$	155.50
UBEO, LLC. (Copy Zone)	May 2022 \$	1,947.10
Bracewell LLC	May 2022 \$	2,600.00
Pathfinder Public Affairs	June 2022 \$	10,000.00
City of Pharr	May 2022 \$	205.00
City of Pharr	June 2022 \$	4,480.00
City of Pharr	May 2022 \$	5,535.00
City of Pharr	June 2022 \$	650.00
Xerox Financial Services	6/1/22-06/30/22 \$	591.60
Xerox Financial Services	June 2022 \$	194.05
Pena Designs	May 2022 \$	200.00
Bentley	4/1/22-03/31/23 \$	45,285.00
InfoTech	6/7/2022-2/5/2023 \$	2,666.66
Carson Maps	7/17/22-07/16/23 \$	590.00
Juan Jose Aguayo	5/17/2022- \$	342.16
Juan Jose Aguayo	5/28/2022 \$	151.64
Gabriel Molina	5/16/22-6/17/22 \$	435.25
Gabriel Molina	5/28/2022 \$	130.00
Jessica Garcia	6/7/22-6/14/22 \$	16.97
Alejandro Alanis	6/14/22-6/17/22 \$	74.88
CDW Government	5/13/2022 \$	709.83
Credit Card Services	5/04/22-6/03/22 \$	1,689.00
Credit Card Services	5/04/22-6/03/22 \$	878.24
Credit Card Services	5/04/22-6/03/22 \$	2,270.43
		<b>\$ 212,986.01</b>

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

Bracewell, LLP	May 2022 \$	5,600.00
Escobedo & Cardenas, LLP	May 2022 \$	4,814.74
Pulice Construction, Inc.	5/1/22-5/31/22 \$	14,029,200.82
Pulice Construction, Inc.	6/1/22-6/20/22 \$	2,336,832.39
Blanton & Associates, Inc.	5/1/22-5/31/22 \$	7,001.81
Blanton & Associates, Inc.	5/1/22-5/31/22 \$	7,418.64
HDR Engineering, Inc.	4/24/22-5/21/22 \$	16,797.86
HDR Engineering, Inc.	4/24/22-5/21/22 \$	71,257.11
HDR Engineering, Inc.	4/24/22-5/21/22 \$	4,375.97
HDR Engineering, Inc.	4/24/22-5/21/22 \$	21,690.53
Atlas Technical Consultants, LLC	4/30/22-6/3/22 \$	1,283.52
Sendero Acquisitions, LP	May 2022 \$	2,325.00
		<b>\$ 16,508,598.39</b>

Make Check Payable to	Date Work Performed	Amount
<u>Wilmington Trust 45/Capital Projects</u>		
<u>Blanton &amp; Associates, Inc.</u>	<u>4/1/22-5/31/22</u>	<u>985.49</u>
<u>C&amp;M Associates</u>	<u>5/1/22-5/31/22</u>	<u>\$ 3,034.00</u>
<u>HDR Engineering, Inc.</u>	<u>4/24/22-5/21/22</u>	<u>\$ 5,253.09</u>
		<u><b>\$ 9,272.58</b></u>

<u>Wilmington Trust 46/VRF Series 2020A</u>		
<u>Saenz Oil &amp; Gas Services</u>	<u>5/1/2022-5/31/2022</u>	<u>\$ 33,533.50</u>
<u>Strike Operating, LLC</u>	<u>5/02/22-5/06/22</u>	<u>\$ 61,603.00</u>
<u>Sierra Title of Hidalgo County, Inc.</u>	<u>5/24/2022</u>	<u>\$ 985.43</u>
		<u><b>\$ 96,121.93</b></u>

<u>Sub Total - General -41 (Operating)</u>	<u>\$ 212,986.01</u>
<u>Sub Total - Construction/Related Costs-44 (New Bonds A&amp; C)</u>	<u>\$ 16,508,598.39</u>
<u>Sub Total - Capital Projects-45 (Disbursement)</u>	<u>\$ 9,272.58</u>
<u>Sub Total - VRF Series 2020A-46 (VRF Series 2020A)</u>	<u>\$ 96,121.93</u>
<b>Total</b> <u><b>\$ 16,826,978.91</b></u>	

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

**Recommend Approval:** \_\_\_\_\_  
Pilar Rodriguez, Executive Director

**Approved:** \_\_\_\_\_  
Ezequiel Reyna, Jr., Secretary/Treasurer

**Date:** **6/28/2022**

This Page  
Intentionally  
Left Blank

Item 2C

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS  
PLANNING COMMITTEE  
FINANCE COMMITTEE  
TECHNICAL COMMITTEE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AGENDA ITEM  
DATE SUBMITTED  
MEETING DATE

2C  
06/21/22  
06/28/22

1. Agenda Item: **APPROVAL OF THE FINANCIAL REPORT FOR THE MONTHS OF MAY 2022**
2. Nature of Request: (Brief Overview) Attachments:  Yes  No  
Consideration and approval of financial report for the months of May 2022.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:  Yes  No  N/A  
Funding Source:
5. Staff Recommendation: **Motion to approve the Financial Report for the months of May 2022 , as presented.**
6. Planning Committee's Recommendation:  Approved  Disapproved  None
7. Finance Committee's Recommendation:  Approved  Disapproved  None
8. Board Attorney's Recommendation:  Approved  Disapproved  None
9. Chief Auditor's Recommendation:  Approved  Disapproved  None
10. Chief Financial Officer's Recommendation:  Approved  Disapproved  None
11. Chief Development Engineer's Recommendation:  Approved  Disapproved  None
12. Chief Construction Engineer's Recommendation:  Approved  Disapproved  None
13. Executive Director's Recommendation:  Approved  Disapproved  None

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY**  
**STATEMENT OF NET POSITION MAY 31, 2022**

<b>ASSETS</b>	
<b>CURRENT ASSETS</b>	
Cash	\$ 76,214
Cash & equivalents	6,405,212
Investment-Cap. Projects nonrestricted	25,986
Pool Investments	3,834,509
Promiles-Prepaid/Escrow Overweight Permit Fees	122,301
Accounts Receivable - VR Fees	600,350
Accounts Receivable - Promiles	6,831
Prepaid expense	18,198
Prepaid bond insurances	<u>298,229</u>
Total Current Assets	<u>11,387,829</u>
<b>RESTRICTED ASSETS</b>	
Construction 2020A Series	3,118,530
Construction 2022 A&B series	151,759,594
Investment-2020 debt service	1,235,435
Investment-debt service 2013 series	749,833
Cash & equivalents-debt service: 2022 A&B	12,751,672
Cash & equivalents-debt service reserves: 2022 A&B	17,616,046
Investment-debt service jr. lien	<u>174</u>
Total Restricted Assets	<u>187,231,285</u>
<b>CAPITAL ASSETS</b>	
Land-ROW	914,934
Land-environmental	441,105
Leasehold improvements	285,923
Office equipment/other	40,946
Road-BSJF	3,010,637
Construction in progress	125,736,292
Accumulated depreciation	<u>(193,927)</u>
Total Capital Assets	<u>130,235,911</u>
<b>DEFERRED OUTFLOW OF RESOURCES</b>	
Deferred charges on refunding	<u>4,102,032</u>
Total Deferred Outflows	<u>4,102,032</u>
<b>TOTAL ASSETS and DEFERRED OUTFLOWS OF RESOURCES</b>	<b><u>\$ 332,957,057</u></b>
<b>LIABILITIES AND NET POSITION</b>	
<b>CURRENT LIABILITIES</b>	
Accounts payable-City of Pharr	\$ 128,043
Unearned Revenue - Overweight Permit Escrow	122,301
Current Portion of Bond Premium 2013	53,043
Current Portion of Bond Premium 2020A	<u>45,256</u>
Total Current Liabilities	<u>348,643</u>
<b>RESTRICTED LIABILITIES</b>	
Accrued interest payable	149,967
Current Portion of Long-Term 2020 Debt	810,000
Current Portion of Long-Term Debt 2013	<u>1,360,000</u>
Total Restricted Liabilities	<u>2,319,967</u>
<b>LONG-TERM LIABILITIES</b>	
2013 VRF Bonds Payable	1,425,000
2020 Series A Bonds Payable	9,870,000
2020 Series B Bonds Payable	56,400,000
2022 Series A Bonds Payable	151,650,345
2022 Series B Bonds Payable	63,884,707
Bond premium 2013VRF	53,403
Bond premium 2020A	1,255,852
Bond premium 2022A	12,405,048
Bond premium 2022B	<u>4,608,759</u>
Total Long-Term Liabilities	<u>301,553,114</u>
Total Liabilities	<u>304,221,724</u>
<b>NET POSITION</b>	
Investment in Capital Assets, Net of Related Debt	(14,605,346)
Restricted for:	
Debt Service	30,033,194
Capital projects	154,878,124
Unrestricted	<u>(141,570,639)</u>
Total Net Position	<u>28,735,333</u>
<b>TOTAL LIABILITIES AND NET POSITION</b>	<b><u>\$ 332,957,057</u></b>



Pharr, TX

# Balance Sheet

## Account Summary

As Of 05/31/2022

Account	Name	Balance
<b>Fund: 41 - HCRMA-GENERAL</b>		
<b>Assets</b>		
<a href="#">41-1-1100-000</a>	GENERAL OPERATING	76,213.97
<a href="#">41-1-1102-000</a>	POOL INVESTMENTS	2,833,221.29
<a href="#">41-1-1102-001</a>	INVESTMENT-ROAD MAINT,	1,001,287.99
<a href="#">41-1-1102-002</a>	INVESTMENT-GENERAL	6,405,212.21
<a href="#">41-1-1113-000</a>	ACCOUNTS RECEIVABLES-VR FEES	600,350.00
<a href="#">41-1-1113-009</a>	ACCOUNTS RECEIVABLE- PROMILES	6,831.00
<a href="#">41-1-1113-100</a>	PROMILES-PREPAID/ESCROW OVERWE	122,300.56
<a href="#">41-1-1601-000</a>	PREPAID EXPENSE	18,197.70
<a href="#">41-1-1601-001</a>	PREPAID BOND INSURANCE	298,228.97
<a href="#">41-1-1700-001</a>	DEFERRED CHARGES ON REFUNDING	4,102,032.04
<a href="#">41-1-1910-001</a>	LAND - RIGHT OF WAY	914,933.99
<a href="#">41-1-1910-002</a>	LAND - ENVIRONMENTAL	441,105.00
<a href="#">41-1-1920-004</a>	LEASEHOLD IMPROV.	285,923.12
<a href="#">41-1-1922-000</a>	ACCUM DEPR - BUILDINGS	-79,128.53
<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="#">41-1-1942-000</a>	ACCUM DEPR - MACH & EQUIP	-13,444.21
<a href="#">41-1-1950-001</a>	ROADS - BSIF	3,010,636.97
<a href="#">41-1-1952-000</a>	ACCUM DEPR - INFRASTRUCTURE	-101,354.57
<a href="#">41-1-1960-000</a>	CONSTRUCTION IN PROGRESS	125,736,292.49
<b>Total Assets:</b>		<b><u>145,699,786.44</u></b>
<b>Liability</b>		
<a href="#">41-2-1212-001</a>	A/P CITY OF PHARR	128,043.27
<a href="#">41-2-1213-009</a>	CURRENT-UNAMORTIZED PREMIUM	53,043.39
<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	810,000.00
<a href="#">41-2-1213-100</a>	UNEARNED REV.-OVERWEIGHT	122,300.56
<a href="#">41-2-1214-001</a>	BONDS PAYABLE-CURRENT	1,360,000.00
<a href="#">41-2-1214-002</a>	BONDS PAYABLE-LONG TERM PORTIO	1,425,000.00
<a href="#">41-2-1214-003</a>	UNAMORTIZED PREMIUM ON BOND	53,403.39
<a href="#">41-2-1214-004</a>	UNAMORTIZED PREM- 2020A	1,255,851.78
<a href="#">41-2-1214-005</a>	LT UNAMORTIZED PREM 2022 A	12,405,047.85
<a href="#">41-2-1214-006</a>	LT UNAMORTIZED PREM 2022 B	4,608,759.00
<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	56,400,000.00
<a href="#">41-2-1214-013</a>	LT BOND PAY 2022 A	151,650,344.75
<a href="#">41-2-1214-014</a>	LT BOND PAY 2022 B	63,884,707.35
<b>Total Liability:</b>		<b><u>304,071,757.26</u></b>
<b>Equity</b>		
<a href="#">41-3-3400-000</a>	FUND BALANCE	43,859,838.41
<b>Total Beginning Equity:</b>		<b><u>43,859,838.41</u></b>
Total Revenue		10,788,746.36
Total Expense		213,020,555.59
Revenues Over/Under Expenses		<b><u>-202,231,809.23</u></b>
<b>Total Equity and Current Surplus (Deficit):</b>		<b><u>-158,371,970.82</u></b>
<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>		<b><u>145,699,786.44</u></b>



## Income Statement

## Account Summary

For Fiscal: 2022 Period Ending: 05/31/2022

		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	7,000,000.00	7,000,000.00	600,350.00	2,980,750.00	4,019,250.00
<a href="#">41-4-1505-005</a>	PROMILES-OW/OS PERMIT FEES	1,100,000.00	1,100,000.00	106,769.00	397,937.00	702,063.00
<a href="#">41-4-1506-000</a>	INTEREST REVENUE	2,000.00	2,000.00	2,625.86	4,945.13	-2,945.13
<a href="#">41-4-1999-006</a>	TRANSFER IN DEBT SERVICE	0.00	0.00	0.00	7,405,114.23	-7,405,114.23
	<b>Revenue Total:</b>	<b>8,102,000.00</b>	<b>8,102,000.00</b>	<b>709,744.86</b>	<b>10,788,746.36</b>	<b>-2,686,746.36</b>
<b>Expense</b>						
<a href="#">41-52900-1100-000</a>	SALARIES	543,000.00	543,000.00	49,773.32	195,848.62	347,151.38
<a href="#">41-52900-1104-000</a>	OVERTIME	500.00	500.00	8.46	140.02	359.98
<a href="#">41-52900-1105-000</a>	FICA	46,000.00	46,000.00	3,816.93	15,036.19	30,963.81
<a href="#">41-52900-1106-000</a>	HEALTH INSURANCE	37,000.00	37,000.00	14.52	9,909.56	27,090.44
<a href="#">41-52900-1115-000</a>	EMPLOYEES RETIREMENT	45,000.00	45,000.00	5,659.51	22,919.15	22,080.85
<a href="#">41-52900-1116-000</a>	PHONE ALLOWANCE	6,300.00	6,300.00	392.30	1,961.50	4,338.50
<a href="#">41-52900-1117-000</a>	CAR ALLOWANCE	22,800.00	22,800.00	1,200.00	6,000.00	16,800.00
<a href="#">41-52900-1122-000</a>	EAP- ASSISTANCE PROGRAM	0.00	0.00	5.36	26.80	-26.80
<a href="#">41-52900-1178-000</a>	ADMIN FEE	9,750.00	9,750.00	750.00	3,750.00	6,000.00
<a href="#">41-52900-1179-000</a>	CONTINGENCY	50,200.00	50,200.00	0.00	0.00	50,200.00
<a href="#">41-52900-1200-000</a>	OFFICE SUPPLIES	6,000.00	6,000.00	4,054.85	12,933.52	-6,933.52
<a href="#">41-52900-1603-000</a>	BUILDING REMODEL	70,000.00	70,000.00	0.00	0.00	70,000.00
<a href="#">41-52900-1604-000</a>	MAINTENANCE & REPAIR	25,000.00	25,000.00	1,587.60	2,129.63	22,870.37
<a href="#">41-52900-1605-000</a>	JANITORIAL	1,000.00	1,000.00	0.00	311.26	688.74
<a href="#">41-52900-1606-000</a>	UTILITIES	2,800.00	2,800.00	222.70	876.36	1,923.64
<a href="#">41-52900-1607-000</a>	CONTRACTUAL ADM/IT SERVICES	8,500.00	8,500.00	650.00	3,150.00	5,350.00
<a href="#">41-52900-1607-001</a>	CONTRACTUAL SERVICES	0.00	0.00	0.00	195.00	-195.00
<a href="#">41-52900-1610-000</a>	DUES & SUBSCRIPTIONS	18,000.00	18,000.00	399.00	13,324.00	4,676.00
<a href="#">41-52900-1610-001</a>	SUBSCRIPTIONS-SOFTWARE	1,200.00	1,200.00	4.49	17.96	1,182.04
<a href="#">41-52900-1611-000</a>	POSTAGE/FEDEX/COURTIER	2,500.00	2,500.00	156.40	1,136.09	1,363.91
<a href="#">41-52900-1620-000</a>	GENERAL LIABILITY	3,000.00	3,000.00	0.00	4,045.44	-1,045.44
<a href="#">41-52900-1621-000</a>	INSURANCE-E&O	1,500.00	1,500.00	0.00	1,756.16	-256.16
<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	3,800.00	3,800.00	0.00	3,332.00	468.00
<a href="#">41-52900-1623-002</a>	INSURANCE- CYBERSECURITY	3,400.00	3,400.00	4,208.61	4,208.61	-808.61
<a href="#">41-52900-1630-000</a>	BUSINESS MEALS	500.00	500.00	151.75	236.43	263.57
<a href="#">41-52900-1640-000</a>	ADVERTISING	4,000.00	4,000.00	0.00	10.00	3,990.00
<a href="#">41-52900-1650-000</a>	TRAINING	8,000.00	8,000.00	0.00	1,890.00	6,110.00
<a href="#">41-52900-1660-000</a>	TRAVEL	10,000.00	10,000.00	34.05	202.06	9,797.94
<a href="#">41-52900-1662-000</a>	PRINTING & PUBLICATIONS	8,000.00	8,000.00	753.19	3,425.89	4,574.11
<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	36,000.00	36,000.00	205.00	23,820.00	12,180.00
<a href="#">41-52900-1710-000</a>	LEGAL FEES	65,000.00	65,000.00	4,017.50	5,882.50	59,117.50
<a href="#">41-52900-1710-001</a>	LEGAL FEES-GOV.AFFAIRS	120,000.00	120,000.00	10,000.00	50,000.00	70,000.00
<a href="#">41-52900-1712-000</a>	FINANCIAL CONSULTING FEES	6,500.00	6,500.00	0.00	2,400.00	4,100.00
<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	2,958.00	5,542.00
<a href="#">41-52900-1715-002</a>	RENT-OTHER	500.00	500.00	0.00	0.00	500.00
<a href="#">41-52900-1716-000</a>	CONTRACTUAL WEBSITE SERVICES	2,400.00	2,400.00	200.00	800.00	1,600.00
<a href="#">41-52900-1731-000</a>	MISCELLANEOUS	500.00	500.00	0.00	8.47	491.53
<a href="#">41-52900-1732-000</a>	PENALTIES & INTEREST	100.00	100.00	0.00	0.00	100.00
<a href="#">41-52900-1850-000</a>	CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	10,000.00
<a href="#">41-52900-1899-000</a>	NON-CAPITAL	10,000.00	10,000.00	0.00	0.00	10,000.00

## Income Statement

For Fiscal: 2022 Period Ending: 05/31/2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<a href="#"><u>41-52900-1999-003</u></a>	TRANSFER OUT TO DEBT	1,499,250.00	1,499,250.00	130,937.50	30,892,704.24	-29,393,454.24
<a href="#"><u>41-52900-1999-005</u></a>	TRANS OUT DEB-JR LIEN	1,148,686.00	1,148,686.00	0.00	1,148,686.00	0.00
<a href="#"><u>41-52900-1999-006</u></a>	TRANS OUT- 2020 DEBT SVC	2,470,354.00	2,470,354.00	205,862.80	1,029,314.00	1,441,040.00
<a href="#"><u>41-52900-1999-008</u></a>	TRANS OUT- 2020 PROJ	0.00	0.00	0.00	19,000.00	-19,000.00
<a href="#"><u>41-52900-1999-009</u></a>	TRANSFER OUT-CAPITAL PROJ	700,000.00	700,000.00	0.00	302,000.00	398,000.00
<a href="#"><u>41-52900-1999-010</u></a>	TRANSFER OUT 2022 PROJECT	0.00	0.00	0.00	178,915,831.64	-178,915,831.64
<a href="#"><u>41-53000-1100-000</u></a>	SALARIES	558,000.00	558,000.00	35,025.98	103,523.97	454,476.03
<a href="#"><u>41-53000-1104-000</u></a>	OVERTIME	26,000.00	26,000.00	0.00	0.00	26,000.00
<a href="#"><u>41-53000-1105-000</u></a>	FICA	51,200.00	51,200.00	2,682.78	7,893.72	43,306.28
<a href="#"><u>41-53000-1106-000</u></a>	HEALTH INSURANCE	59,200.00	59,200.00	14.52	5,582.49	53,617.51
<a href="#"><u>41-53000-1115-000</u></a>	EMPLOYEES RETIREMENT	50,200.00	50,200.00	4,558.34	13,641.81	36,558.19
<a href="#"><u>41-53000-1116-000</u></a>	PHONE ALLOWANCE	9,600.00	9,600.00	369.20	1,292.20	8,307.80
<a href="#"><u>41-53000-1117-000</u></a>	CAR ALLOWANCE	43,200.00	43,200.00	553.84	2,769.20	40,430.80
<a href="#"><u>41-53000-1122-000</u></a>	EAP- ASSISTANCE PROGRAM	0.00	0.00	5.36	18.09	-18.09
<a href="#"><u>41-53000-1178-000</u></a>	ADMN FEE	15,600.00	15,600.00	675.00	2,175.00	13,425.00
<a href="#"><u>41-53000-1179-000</u></a>	CONTINGENCY	41,600.00	41,600.00	0.00	0.00	41,600.00
<a href="#"><u>41-53000-1200-000</u></a>	OFFICE SUPPLIES	5,000.00	5,000.00	236.43	1,164.50	3,835.50
<a href="#"><u>41-53000-1201-000</u></a>	SMALL TOOLS	10,000.00	10,000.00	479.58	1,325.76	8,674.24
<a href="#"><u>41-53000-1604-000</u></a>	MAINTENCE & REPAIRS	0.00	0.00	0.00	232.56	-232.56
<a href="#"><u>41-53000-1605-000</u></a>	JANITORIAL	3,500.00	3,500.00	0.00	0.00	3,500.00
<a href="#"><u>41-53000-1606-001</u></a>	UTILITIES	500.00	500.00	58.52	233.02	266.98
<a href="#"><u>41-53000-1608-000</u></a>	UNIFORMS	6,000.00	6,000.00	301.81	504.67	5,495.33
<a href="#"><u>41-53000-1610-000</u></a>	DUES & SUBSCRIPTIONS	2,000.00	2,000.00	0.00	1,668.32	331.68
<a href="#"><u>41-53000-1610-001</u></a>	SUBSCRIPTIONS - SOFTWARE	20,000.00	20,000.00	1,898.94	11,711.27	8,288.73
<a href="#"><u>41-53000-1611-000</u></a>	POSTAGE/FEDEX/COURTIER	500.00	500.00	8.95	16.33	483.67
<a href="#"><u>41-53000-1640-000</u></a>	ADVERTISING	4,000.00	4,000.00	0.00	1,557.32	2,442.68
<a href="#"><u>41-53000-1650-000</u></a>	TRAINING	12,500.00	12,500.00	0.00	650.00	11,850.00
<a href="#"><u>41-53000-1660-000</u></a>	TRAVEL	20,000.00	20,000.00	611.86	2,075.22	17,924.78
<a href="#"><u>41-53000-1715-001</u></a>	RENTAL - OFFICE EQUIPMENT	2,400.00	2,400.00	194.05	970.25	1,429.75
<a href="#"><u>41-53000-1715-002</u></a>	RENT-OTHER	500.00	500.00	0.00	895.00	-395.00
<a href="#"><u>41-53000-1850-000</u></a>	CAPITAL OUTLAY	62,500.00	62,500.00	0.00	0.00	62,500.00
<a href="#"><u>41-53000-1899-000</u></a>	NON-CAPITALIZED	27,000.00	27,000.00	0.00	44,612.78	-17,612.78
<a href="#"><u>41-54000-1100-000</u></a>	SALARIES	431,000.00	431,000.00	17,987.54	61,593.70	369,406.30
<a href="#"><u>41-54000-1105-000</u></a>	FICA	36,700.00	36,700.00	1,386.45	4,763.89	31,936.11
<a href="#"><u>41-54000-1106-000</u></a>	HEALTH INSURANCE	29,600.00	29,600.00	3.63	2,477.39	27,122.61
<a href="#"><u>41-54000-1115-000</u></a>	EMPLOYEES RETIREMENT	36,000.00	36,000.00	2,362.75	8,219.71	27,780.29
<a href="#"><u>41-54000-1116-000</u></a>	PHONE ALLOWANCE	4,800.00	4,800.00	92.30	461.50	4,338.50
<a href="#"><u>41-54000-1117-000</u></a>	CAR ALLOWANCE	21,600.00	21,600.00	553.84	2,769.20	18,830.80
<a href="#"><u>41-54000-1122-000</u></a>	EAP- ASSISTANCE PROGRAM	0.00	0.00	1.34	6.70	-6.70
<a href="#"><u>41-54000-1178-000</u></a>	ADMN FEE	7,800.00	7,800.00	150.00	750.00	7,050.00
<a href="#"><u>41-54000-1179-000</u></a>	CONTINGENCY	30,200.00	30,200.00	0.00	0.00	30,200.00
<a href="#"><u>41-54000-1200-000</u></a>	OFFICE SUPPLIES	1,000.00	1,000.00	0.00	39.99	960.01
<a href="#"><u>41-54000-1610-000</u></a>	DUES & SUBSCRIPTIONS	2,500.00	2,500.00	108.00	909.00	1,591.00
<a href="#"><u>41-54000-1610-001</u></a>	SUBSCRIPTIONS-SOFTWARE	69,000.00	69,000.00	6,214.86	7,457.36	61,542.64
<a href="#"><u>41-54000-1611-000</u></a>	POSTAGE/FEDEX/COURTIER	100.00	100.00	0.00	17.90	82.10
<a href="#"><u>41-54000-1640-000</u></a>	ADVERTISING	2,500.00	2,500.00	0.00	0.00	2,500.00
<a href="#"><u>41-54000-1650-000</u></a>	TRAINING	3,000.00	3,000.00	0.00	300.00	2,700.00
<a href="#"><u>41-54000-1660-000</u></a>	TRAVEL	2,000.00	2,000.00	0.00	495.65	1,504.35
<a href="#"><u>41-54000-1899-000</u></a>	NON-CAPITALIZED	20,000.00	20,000.00	0.00	0.00	20,000.00
<a href="#"><u>41-58000-1604-001</u></a>	MAINTENANCE AND REPAIR -BSIF	3,000.00	3,000.00	465.00	930.00	2,070.00
<a href="#"><u>41-58000-1606-002</u></a>	UTILITIES - BSIF	1,000.00	1,000.00	67.99	273.02	726.98
<b>Expense Total:</b>		<b>8,813,740.00</b>	<b>8,813,740.00</b>	<b>507,206.30</b>	<b>213,020,555.59</b>	<b>-204,206,815.59</b>
<b>Fund: 41 - HCRMA-GENERAL Surplus (Deficit):</b>		<b>-711,740.00</b>	<b>-711,740.00</b>	<b>202,538.56</b>	<b>-202,231,809.23</b>	
<b>Total Surplus (Deficit):</b>		<b>-711,740.00</b>	<b>-711,740.00</b>	<b>202,538.56</b>	<b>-202,231,809.23</b>	



Pharr, TX

**Bank Statement Register****GENERAL OPERATING**

Period 5/1/2022 - 5/31/2022

*Ca 6/22/2022*

Bank Statement		General Ledger	
Beginning Balance	124,942.32	Account Balance	76,213.97
Plus Debits	1,866,041.94	Less Outstanding Debits	0.00
Less Credits	1,893,412.17	Plus Outstanding Credits	21,358.12
Adjustments	0.00	Adjustments	0.00
Ending Balance	97,572.09	Adjusted Account Balance	97,572.09
		Statement Ending Balance	97,572.09
		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
04/30/2022	<a href="#">DEP0037927</a>	Deposit	RMA WT 106912-000 APRIL 2022	752,230.35
04/30/2022	<a href="#">DEP0038065</a>	Deposit	RMA	421,430.05
05/31/2022	<a href="#">DEP0039945</a>	Deposit	RMA 106912-000 MAY 2022 ACTIVITY	281,470.54
05/31/2022	<a href="#">DEP0040223</a>	Deposit	RMA PLAINS CAPITAL ACTIVITY MAY 2022	27,621.00
05/31/2022	<a href="#">DEP0040224</a>	Deposit	RMA PLAINS CAPITAL ACTIVITY MAY 2022	119.00
05/31/2022	<a href="#">DEP0040225</a>	Deposit	RMA PLAINS CAPITAL ACTIVITY MAY 2022	26,055.00
05/31/2022	<a href="#">DEP0040226</a>	Deposit	RMA PLAINS CAPITAL ACTIVITY MAY 2022	25,974.00
05/31/2022	<a href="#">DEP0040227</a>	Deposit	RMA PLAINS CAPITAL ACTIVITY MAY 2022	27,000.00
Total Cleared Deposits (8)				1,561,899.94

**Cleared Checks**

Item Date	Reference	Item Type	Description	Amount
04/28/2022	<a href="#">2601</a>	Check	4IMPRINT, INC	-622.87
04/28/2022	<a href="#">2602</a>	Check	A FAST DELIVERY	-212.00
04/28/2022	<a href="#">2603</a>	Check	ALLTERRA CENTRAL, INC.	-312.33
04/28/2022	<a href="#">2604</a>	Check	BURTON MCCUMBER & LONGORIA, LLP	-230,000.00
04/28/2022	<a href="#">2605</a>	Check	CDW LLC	-2,447.28
04/28/2022	<a href="#">2606</a>	Check	INFO TECH	-3,500.00
04/28/2022	<a href="#">2607</a>	Check	MOTOROLA SOLUTIONS, INC.	-24,992.10
04/28/2022	<a href="#">2608</a>	Check	OFFICE DEPOT	-795.44
04/28/2022	<a href="#">2609</a>	Check	RIO GRANDE COMMUNICATIONS GROUP	-688.00
04/28/2022	<a href="#">2610</a>	Check	RIO GRANDE VALLEY MOBILITY TASK FORCE	-10,000.00
04/28/2022	<a href="#">2611</a>	Check	SHI GOVERNMENT SOLUTIONS	-2,431.75
04/28/2022	<a href="#">2612</a>	Check	TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	-100.00

### Cleared Checks

Item Date	Reference	Item Type	Description	Amount
04/28/2022	<a href="#">2613</a>	Check	UBEO MIDCO, LLC	-985.27
04/28/2022	<a href="#">2614</a>	Check	XEROX CORPORATION	-194.05
04/28/2022	<a href="#">2615</a>	Check	XEROX CORPORATION	-591.60
04/29/2022	<a href="#">2616</a>	Check	BURTON MCCUMBER & LONGORIA, LLP	-23,000.00
			Total Cleared Checks (16)	-300,872.69

### Cleared Other

Item Date	Reference	Item Type	Description	Amount
04/28/2022	<a href="#">2604</a>	Check Reversal	BURTON MCCUMBER & LONGORIA, LLP Reversal	230,000.00
04/30/2022	<a href="#">MISC0001020</a>	Miscellaneous	RMA WT 106912-000 APRIL 2022	-752,230.35
04/30/2022	<a href="#">MISC0001023</a>	Miscellaneous	TO RECORD PLAINS CAPITAL DEPOSITS	-22,923.00
04/30/2022	<a href="#">MISC0001024</a>	Miscellaneous	TO RECORD PLAINS CAPITAL DEPOSITS	-21,492.00
04/30/2022	<a href="#">MISC0001025</a>	Miscellaneous	TO RECORD PLAINS CAPITAL DEPOSITS	-9,423.00
04/30/2022	<a href="#">MISC0001026</a>	Miscellaneous	TO RECORD PLAINS CAPITAL DEPOSITS	-20,304.00
04/30/2022	<a href="#">MISC0001027</a>	Miscellaneous	TO RECORD PLAINS CAPITAL DEPOSITS	-421,430.05
04/30/2022	<a href="#">MISC0001028</a>	Miscellaneous	RMA DEPOSITS APRIL 2022	22,923.00
04/30/2022	<a href="#">MISC0001029</a>	Miscellaneous	RMA DEPOSITS APRIL 2022	21,492.00
04/30/2022	<a href="#">MISC0001030</a>	Miscellaneous	RMA DEPOSITS APRIL 2022	9,423.00
04/30/2022	<a href="#">MISC0001031</a>	Miscellaneous	RMA DEPOSITS APRIL 2022	20,304.00
05/31/2022	<a href="#">DFT0006396</a>	Bank Draft	CITY OF PHARR	-87,812.47
05/31/2022	<a href="#">DFT0006397</a>	Bank Draft	BRACEWELL LLP ATTORNEYS AT LAW	-3,302.50
05/31/2022	<a href="#">DFT0006398</a>	Bank Draft	BRACEWELL LLP ATTORNEYS AT LAW	-640.00
05/31/2022	<a href="#">DFT0006399</a>	Bank Draft	ESCOBEDO & CARDENAS, LLP	-75.00
05/31/2022	<a href="#">DFT0006400</a>	Bank Draft	PATHFINDER PUBLIC AFFAIRS	-10,000.00
05/31/2022	<a href="#">DFT0006401</a>	Bank Draft	CITY OF PHARR	-205.00
05/31/2022	<a href="#">DFT0006402</a>	Bank Draft	CITY OF PHARR	-4,480.00
05/31/2022	<a href="#">DFT0006403</a>	Bank Draft	CITY OF PHARR	-4,920.00
05/31/2022	<a href="#">DFT0006404</a>	Bank Draft	CITY OF PHARR	-650.00
05/31/2022	<a href="#">DFT0006405</a>	Bank Draft	PENA DESIGNS	-200.00
05/31/2022	<a href="#">DFT0006406</a>	Bank Draft	IVONNE RODRIGUEZ	-34.05
05/31/2022	<a href="#">DFT0006407</a>	Bank Draft	SAN MIGUEL LAWN CARE SERVICES	-465.00
05/31/2022	<a href="#">DFT0006408</a>	Bank Draft	PLAINS CAPITAL-CREDIT CARD SERVICES	-1,631.89
05/31/2022	<a href="#">DFT0006409</a>	Bank Draft	PLAINS CAPITAL-CREDIT CARD SERVICES	-4,709.31
05/31/2022	<a href="#">DFT0006430</a>	Bank Draft	JUAN JOSE AGUAYO	-435.19
05/31/2022	<a href="#">DFT0006431</a>	Bank Draft	GABRIEL MOLINA	-176.67
05/31/2022	<a href="#">EFT0001267</a>	EFT	RMA PLAINS CAPITAL ACTIVITY MAY 2022	-225,000.00
			Total Cleared Other (28)	-1,288,397.48

### Outstanding Checks

Item Date	Reference	Item Type	Description	Amount
05/27/2022	<a href="#">2617</a>	Check	A FAST DELIVERY	-138.50
05/27/2022	<a href="#">2618</a>	Check	BENTLEY SYSTEMS, INC.	-4,714.86

### Outstanding Checks

Item Date	Reference	Item Type	Description	Amount
05/27/2022	<a href="#">2619</a>	Check	CARPET EXPRESS	-1,587.60
05/27/2022	<a href="#">2620</a>	Check	ENVIRONMENTAL SYSTEMS RESEARCH INSTIT	-1,500.00
05/27/2022	<a href="#">2621</a>	Check	INFO TECH	-1,500.00
05/27/2022	<a href="#">2622</a>	Check	OFFICE DEPOT	-169.71
05/27/2022	<a href="#">2623</a>	Check	TEXAS MUNICIPAL LEAGUE INTERGOVERNME	-4,208.61
05/27/2022	<a href="#">2624</a>	Check	UBEO MIDCO, LLC	-753.19
05/27/2022	<a href="#">2625</a>	Check	WILMINGTON TRUST FEE COLLECTIONS	-6,000.00
05/27/2022	<a href="#">2626</a>	Check	XEROX CORPORATION	-591.60
05/27/2022	<a href="#">2627</a>	Check	XEROX CORPORATION	-194.05
Total Outstanding Checks (11)				-21,358.12



Pharr, TX

**Bank Statement Register****POOL INVESTMENTS**

Period 5/1/2022 - 5/31/2022

*Accts 12/2022***Bank Statement**

		General Ledger	
Beginning Balance	2,606,338.56	Account Balance	2,833,221.29
Plus Debits	226,882.73	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	2,833,221.29	Adjusted Account Balance	2,833,221.29
	Statement Ending Balance	2,833,221.29	
	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
05/31/2022	<a href="#">DEP0040222</a>	Deposit	RMA PLAINS CAPITAL ACTIVITY MAY 2022	225,000.00
Total Cleared Deposits (1)				225,000.00

**Cleared Other**

Item Date	Reference	Item Type	Description	Amount
05/31/2022	<a href="#">INT0001177</a>	Interest	RMA LOGIC CONTINGENCY MAY 2022 ACTIVI	1,882.73
Total Cleared Other (1)				1,882.73



Pharr, TX

# Bank Statement Register

RMA LOGIC ROAD MAINT

Period 5/1/2022 - 5/31/2022

*as of 5/2/2022*

Bank Statement		General Ledger	
Beginning Balance	1,000,598.50	Account Balance	1,001,287.99
Plus Debits	689.49	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	1,001,287.99	Adjusted Account Balance	1,001,287.99
		Statement Ending Balance	1,001,287.99
		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
05/31/2022	<a href="#">INT0001178</a>	Interest	RMA LOGIC ROAD MAINT MAY 2022 ACTIVIT	689.49
Total Cleared Other (1)				689.49



Pharr, TX

# Bank Statement Register

## INVESTMENT-GENERAL

Period 5/1/2022 - 5/31/2022

*as of 5/22/2022*

Bank Statement		General Ledger	
Beginning Balance	6,405,159.41	Account Balance	6,405,212.21
Plus Debits	97.98	Less Outstanding Debits	0.00
Less Credits	45.18	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	6,405,212.21	Adjusted Account Balance	6,405,212.21
		Statement Ending Balance	6,405,212.21
		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
05/31/2022	<a href="#">INT0001176</a>	Interest	RMA WT 154037-003 MAY 2022 ACTIVITY	97.98
05/31/2022	<a href="#">MISC0001070</a>	Miscellaneous	RMA MAY 2022 CORRECTION	-45.18
Total Cleared Other (2)				52.80



Pharr, TX

**Balance Sheet**  
**Account Summary**  
As Of 05/31/2022

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	10,034,233.41
<a href="#">42-1-1102-003</a>	INVESTMENTS D/S2022 B SERIES	2,717,439.03
<a href="#">42-1-1102-010</a>	INVESTMENTS RESERVE D/S 2022 A SERIE	12,140,576.23
<a href="#">42-1-1102-011</a>	INVESTMENTS RESERVE D/S 2022 B SERIE	5,475,470.18
<a href="#">42-1-4105-000</a>	WILMINGTON-DEBT SERVICE	749,833.20
<a href="#">42-1-4105-001</a>	DEBT SVC - JR LIEN	173.58
<a href="#">42-1-4105-002</a>	DEBT SERVICE- 2020 SERIES	1,235,435.30
	<b>Total Assets:</b>	<b><u>32,353,160.93</u></b>
<b>Liability</b>		
<a href="#">42-2-4214-006</a>	ACCRUED INTEREST PAY-2013	11,604.17
<a href="#">42-2-4214-007</a>	ACCRUED INTEREST PAY- 2020 SERIES	<u>138,362.83</u>
	<b>Total Liability:</b>	<b><u>149,967.00</u></b>
<b>Equity</b>		
<a href="#">42-3-4400-000</a>	FUND BALANCE	6,368,977.32
	<b>Total Beginning Equity:</b>	<b><u>6,368,977.32</u></b>
Total Revenue		33,340,470.55
Total Expense		<u>7,506,253.94</u>
Revenues Over/Under Expenses		<u>25,834,216.61</u>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b><u>32,203,193.93</u></b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>32,353,160.93</u></b>



Pharr, TX

# Income Statement

## Account Summary

For Fiscal: 2022 Period Ending: 05/31/2022

		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	4.80	26.13	-26.13
<a href="#">42-4-1506-001</a>	INTEREST INCOME-JR LIEN	0.00	0.00	0.05	671.33	-671.33
<a href="#">42-4-1506-002</a>	INTEREST 2020 SERIES	0.00	0.00	7.90	42.61	-42.61
<a href="#">42-4-1506-003</a>	INTEREST 2022 A SERIES	0.00	0.00	82.63	152.29	-152.29
<a href="#">42-4-1506-004</a>	INTEREST 2022 B SERIES	0.00	0.00	-19.14	0.00	0.00
<a href="#">42-4-1506-010</a>	INTEREST RESERVE 2022 A SERIES	0.00	0.00	100.03	185.68	-185.68
<a href="#">42-4-1506-011</a>	INTEREST RESERVE 2022 B SERIES	0.00	0.00	45.13	83.76	-83.76
<a href="#">42-4-1999-000</a>	TRANSFERS IN-FROM GENERAL FUND	0.00	0.00	336,800.30	33,070,704.67	-33,070,704.67
<a href="#">42-4-1999-002</a>	TRANSFER IN BOND CONSTRUCTION	0.00	0.00	0.00	268,604.08	-268,604.08
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>337,021.70</b>	<b>33,340,470.55</b>	<b>-33,340,470.55</b>
<b>Expense</b>						
<a href="#">42-52900-4703-003</a>	INTEREST EXPENSE-SIB BOND	0.00	0.00	0.00	88,639.71	-88,639.71
<a href="#">42-52900-4727-000</a>	FEES	0.00	0.00	6,000.00	12,500.00	-12,500.00
<a href="#">42-52900-8899-002</a>	TRANSFER OUT GEN FUND	0.00	0.00	0.00	7,405,114.23	-7,405,114.23
	<b>Expense Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>6,000.00</b>	<b>7,506,253.94</b>	<b>-7,506,253.94</b>
<b>Fund: 42 - HCRMA-DEBT SERVICE Surplus (Deficit):</b>						
	<b>Total Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>331,021.70</b>	<b>25,834,216.61</b>	
		<b>0.00</b>	<b>0.00</b>	<b>331,021.70</b>	<b>25,834,216.61</b>	



Pharr, TX

**Bank Statement Register**

INVESTMENT D/S 2022A SERIES

Period 5/1/2022 - 5/31/2022

*as of 5/31/2022***Bank Statement****General Ledger**

Beginning Balance	10,034,150.78	Account Balance	10,034,233.41
Plus Debits	152.62	Less Outstanding Debits	0.00
Less Credits	69.99	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	10,034,233.41	Adjusted Account Balance	10,034,233.41

Statement Ending Balance	10,034,233.41
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
05/31/2022	<a href="#">DEP0039950</a>	Deposit	RMA WT 154037-001 MAY 2022 ACTIVITY	152.29
Total Cleared Deposits (1)				152.29

**Cleared Other**

Item Date	Reference	Item Type	Description	Amount
05/31/2022	<a href="#">MISC0001062</a>	Miscellaneous	RMA MAY 2022 CORRECTION	-69.99
05/31/2022	<a href="#">MISC0001063</a>	Miscellaneous	RMA MAY 2022 CORRECTION	0.33
Total Cleared Other (2)				-69.66



Pharr, TX

**Bank Statement Register**

INVESTMENT D/S 2022B SERIES

Period 5/1/2022 - 5/31/2022

*Ca 06/22/2022*

Bank Statement		General Ledger	
Beginning Balance	2,717,458.17	Account Balance	2,717,439.03
Plus Debits	41.47	Less Outstanding Debits	0.00
Less Credits	60.61	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	2,717,439.03	Adjusted Account Balance	2,717,439.03
		Statement Ending Balance	2,717,439.03
		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
05/31/2022	<a href="#">DEP0039951</a>	Deposit	RMA WT 154038-001 MAY 2022 ACTIVITY	41.47
Total Cleared Deposits (1)				41.47

## Cleared Other

Item Date	Reference	Item Type	Description	Amount
05/31/2022	<a href="#">MISC0001064</a>	Miscellaneous	RMA MAY 2022 CORRECTION	-19.14
05/31/2022	<a href="#">MISC0001065</a>	Miscellaneous	RMA MAY 2022 CORRECTION	-41.47
Total Cleared Other (2)				-60.61



Pharr, TX

# Bank Statement Register

## INVESTMENT RESERVE D/S 2022A SERIES

Period 5/1/2022 - 5/31/2022

*06/22/2022*

Bank Statement		General Ledger	
Beginning Balance	12,140,476.20	Account Balance	12,140,576.23
Plus Debits	185.68	Less Outstanding Debits	0.00
Less Credits	85.65	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	12,140,576.23	Adjusted Account Balance	12,140,576.23
Statement Ending Balance		12,140,576.23	
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
05/31/2022	<a href="#">DEP0039952</a>	Deposit	RMA WT 154037-002 MAY 2022 ACTIVITY	185.68
Total Cleared Deposits (1)				185.68

## Cleared Other

Item Date	Reference	Item Type	Description	Amount
05/31/2022	<a href="#">MISC0001066</a>	Miscellaneous	RMA MAY 2022 CORRECTION	-85.65
Total Cleared Other (1)				-85.65



Pharr, TX

# Bank Statement Register

## INVESTMENT RESERVE D/S 2022B SERIES

Period 5/1/2022 - 5/31/2022

*as of 06/22/2022*

Bank Statement		General Ledger	
Beginning Balance	5,475,425.05	Account Balance	5,475,470.18
Plus Debits	83.76	Less Outstanding Debits	0.00
Less Credits	38.63	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	5,475,470.18	Adjusted Account Balance	5,475,470.18
		Statement Ending Balance	5,475,470.18
		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
05/31/2022	<a href="#">DEP0039953</a>	Deposit	RMA WT 154038-002 MAY 2022 ACTIVITY	83.76
Total Cleared Deposits (1)				83.76

## Cleared Other

Item Date	Reference	Item Type	Description	Amount
05/31/2022	<a href="#">MISC0001067</a>	Miscellaneous	RMA MAY 2022 CORRECTION	-38.63
Total Cleared Other (1)				-38.63



Pharr, TX

# Bank Statement Register

WILMINGTON-DEBT SERVICE

Period 5/1/2022 - 5/31/2022

*Act 06/22/2022*

## Bank Statement

	General Ledger		
Beginning Balance	624,890.90	Account Balance	749,833.20
Plus Debits	124,942.30	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	749,833.20	Adjusted Account Balance	749,833.20

Statement Ending Balance	749,833.20
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
05/31/2022	<a href="#">DEP0039948</a>	Deposit	RMA WT 106912-001 MAY ACTIVITY	124,942.30
Total Cleared Deposits (1)				124,942.30



Pharr, TX

# Bank Statement Register

DEBT SVC - JR LIEN

Period 5/1/2022 - 5/31/2022

*Can 06/22/2022*

## Bank Statement

	General Ledger		
Beginning Balance	173.53	Account Balance	173.58
Plus Debits	0.05	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	173.58	Adjusted Account Balance	173.58

Statement Ending Balance	173.58
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 Other

Item Date	Reference	Item Type	Description	Amount
05/31/2022	<a href="#">INT0001179</a>	Interest	RMA LOGIC DEBT SERVICE MAY 2022	0.05
Total Cleared Other (1)				0.05



Pharr, TX

# Bank Statement Register

INVESTMENTS D/S 2020 SERIES -

Period 5/1/2022 - 5/31/2022

6/22/2022

## Bank Statement

## General Ledger

Beginning Balance	1,029,564.60	Account Balance	1,235,435.30
Plus Debits	205,870.70	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	1,235,435.30	Adjusted Account Balance	1,235,435.30
		Statement Ending Balance	1,235,435.30
		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
05/31/2022	<a href="#">DEP0039949</a>	Deposit	RMA WT 143255-001 MAY 2022 ACTIVITY	205,870.70
Total Cleared Deposits (1)				205,870.70



Pharr, TX

**Balance Sheet  
Account Summary  
As Of 05/31/2022**

Account	Name	Balance
<b>Fund: 44 - HCRMA-365 CONSTRUCTION</b>		
<b>Assets</b>		
	POOL INVESTMENTS	-6,495.00
	INVESTMENTS - 2022 A SERIES	140,002,139.90
	INVESTMENTS - 2022 B SERIES	11,757,454.10
	<b>Total Assets:</b>	<b>151,753,099.00</b>
		<b><u>151,753,099.00</u></b>
<b>Liability</b>		
	<b>Total Liability:</b>	<b>0.00</b>
		<b><u>0.00</u></b>
Total Revenue		178,937,517.56
Total Expense		27,184,418.56
<b>Revenues Over/Under Expenses</b>		<b>151,753,099.00</b>
		<b>151,753,099.00</b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>151,753,099.00</b>
		<b><u>151,753,099.00</u></b>



Pharr, TX

# Income Statement

## Account Summary

For Fiscal: 2022 Period Ending: 05/31/2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 44 - HCRMA-365 CONSTRUCTION</b>						
<b>Revenue</b>						
<u>44-4-1506-000</u>	INTEREST REVENUE	0.00	0.00	1,446.42	2,685.92	-2,685.92
<u>44-4-1999-000</u>	TRANSFER IN-GENERAL FUND	0.00	0.00	0.00	178,934,831.64	-178,934,831.64
	Revenue Total:	<b>0.00</b>	<b>0.00</b>	<b>1,446.42</b>	<b>178,937,517.56</b>	<b>-178,937,517.56</b>
<b>Expense</b>						
<u>44-52900-8800-000</u>	CONSULTING AND ENGINEERING	0.00	0.00	155,274.28	312,463.73	-312,463.73
<u>44-52900-8810-003</u>	SH365-ROW	0.00	0.00	28,058.45	66,336.20	-66,336.20
<u>44-52900-8840-000</u>	ISSUANCE COST	0.00	0.00	0.00	2,822,890.14	-2,822,890.14
<u>44-52900-8841-000</u>	PROFESSIONAL SERVICES	0.00	0.00	21,720.00	79,313.09	-79,313.09
<u>44-52900-8844-000</u>	365 PROJECT CONSTRUCTION A	0.00	44,156,663.00	0.00	0.00	44,156,663.00
<u>44-52900-8850-000</u>	365 PROJECT CONSTRUCTION B	0.00	35,843,337.00	23,634,811.32	23,634,811.32	12,208,525.68
<u>44-52900-8999-000</u>	TRANSFER OUT DEBT SERVICE	0.00	0.00	0.00	268,604.08	-268,604.08
	Expense Total:	<b>0.00</b>	<b>80,000,000.00</b>	<b>23,839,864.05</b>	<b>27,184,418.56</b>	<b>52,815,581.44</b>
<b>Fund: 44 - HCRMA-365 CONSTRUCTION Surplus (Deficit):</b>						
	Total Surplus (Deficit):	<b>0.00</b>	<b>-80,000,000.00</b>	<b>-23,838,417.63</b>	<b>151,753,099.00</b>	
		<b>0.00</b>	<b>-80,000,000.00</b>	<b>-23,838,417.63</b>	<b>151,753,099.00</b>	



Pharr, TX

## Bank Statement Register

## INVESTMENT 2022A SERIES

Period 5/1/2022 - 5/31/2022

*Per 06/22/2022*

## Bank Statement

## General Ledger

Beginning Balance	140,000,987.28	Account Balance	140,002,139.90
Plus Debits	2,139.90	Less Outstanding Debits	0.00
Less Credits	987.28	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	140,002,139.90	Adjusted Account Balance	140,002,139.90
		Statement Ending Balance	140,002,139.90
		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
05/31/2022	<a href="#">DEP0039955</a>	Deposit	RMA WT 154037-006 MAY 2022 ACTIVITY	2,139.90
Total Cleared Deposits (1)				2,139.90

## Cleared Other

Item Date	Reference	Item Type	Description	Amount
05/31/2022	<a href="#">MISC0001068</a>	Miscellaneous	RMA MAY 2022 CORRECTION	-987.28
Total Cleared Other (1)				-987.28



Pharr, TX

**Bank Statement Register**

INVESTMENT 2022B SERIES

Period 5/1/2022 - 5/31/2022

*as of 06/22/2022***Bank Statement**

		General Ledger	
Beginning Balance	35,590,529.35	Account Balance	11,757,454.10
Plus Debits	546.02	Less Outstanding Debits	0.00
Less Credits	23,833,621.27	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	11,757,454.10	Adjusted Account Balance	11,757,454.10
		Statement Ending Balance	11,757,454.10
		Bank Difference	0.00
		General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

44-1-1102-002

INVESTMENTS - 2022 B SERIES

**Cleared Deposits**

Item Date	Reference	Item Type	Description	Amount
05/31/2022	<a href="#">DEP0039954</a>	Deposit	RMA WT 154038-003 MAY 2022 ACTIVITY	546.02
Total Cleared Deposits (1)				546.02

**Cleared Other**

Item Date	Reference	Item Type	Description	Amount
05/31/2022	<a href="#">EFT0001254</a>	EFT	TO REFLECT REDUCTION TO INVESTMENT AC	-23,833,369.05
05/31/2022	<a href="#">MISC0001069</a>	Miscellaneous	RMA MAY 2022 CORRECTION	-252.22
Total Cleared Other (2)				-23,833,621.27



Pharr, TX

**Balance Sheet**  
**Account Summary**  
As Of 05/31/2022

Account	Name	Balance
<b>Fund: 45 - HCRMA - CAP.PROJECTS FUND</b>		
<b>Assets</b>		
<a href="#"><u>45-1-1102-000</u></a>	Pool Investment	25,985.64
	<b>Total Assets:</b>	<b>25,985.64</b>
<b>Liability</b>		
	<b>Total Liability:</b>	<b>0.00</b>
<b>Equity</b>		
<a href="#"><u>45-3-1400-000</u></a>	Fund Balance	-122,731.92
	<b>Total Beginning Equity:</b>	<b>-122,731.92</b>
Total Revenue		382,003.79
Total Expense		233,286.23
Revenues Over/Under Expenses		<b>148,717.56</b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>25,985.64</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>25,985.64</u></b>



Pharr, TX

# Income Statement

## Account Summary

For Fiscal: 2022 Period Ending: 05/31/2022

		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	0.17	3.79	-3.79
<a href="#">45-4-1999-000</a>	TRANSFER IN - GENERAL FUND	0.00	0.00	0.00	302,000.00	-302,000.00
<a href="#">45-4-4710-000</a>	CITY CONTRIBUTIONS	0.00	0.00	0.00	80,000.00	-80,000.00
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.17</b>	<b>382,003.79</b>	<b>-382,003.79</b>
<b>Expense</b>						
<a href="#">45-52900-8800-000</a>	Consulting & Engineering	0.00	0.00	57,008.66	188,440.74	-188,440.74
<a href="#">45-52900-8810-003</a>	365 RIGHT OF WAY	0.00	0.00	0.00	625.00	-625.00
<a href="#">45-52900-8820-000</a>	IBTC - Enviormental	0.00	0.00	0.00	7,614.49	-7,614.49
<a href="#">45-52900-8820-003</a>	IBTC - ROW	0.00	0.00	1,450.00	2,900.00	-2,900.00
<a href="#">45-52900-8841-000</a>	LEGAL FEES	0.00	0.00	0.00	33,706.00	-33,706.00
	<b>Expense Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>58,458.66</b>	<b>233,286.23</b>	<b>-233,286.23</b>
<b>Fund: 45 - HCRMA - CAP.PROJECTS FUND Surplus (Deficit):</b>						
	<b>Total Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-58,458.49</b>	<b>148,717.56</b>	
		<b>0.00</b>	<b>0.00</b>	<b>-58,458.49</b>	<b>148,717.56</b>	



Pharr, TX

## Bank Statement Register

## Pool Investment

Period 5/1/2022 - 5/31/2022

2022 - 5/31/2022

## Bank Statement

## General Ledger

Beginning Balance	84,444.13	Account Balance	25,985.64
Plus Debits	0.17	Less Outstanding Debits	0.00
Less Credits	58,458.66	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	25,985.64	Adjusted Account Balance	25,985.64
		Statement Ending Balance	25,985.64
		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 Other

Item Date	Reference	Item Type	Description	Amount
05/31/2022	<a href="#">DFT0006423</a>	Bank Draft	C&M ASSOCIATES, INV.	-37,186.00
05/31/2022	<a href="#">DFT0006424</a>	Bank Draft	HDR	-19,822.66
05/31/2022	<a href="#">DFT0006425</a>	Bank Draft	SAN MIGUEL LAWN CARE SERVICES	-850.00
05/31/2022	<a href="#">DFT0006426</a>	Bank Draft	SAN MIGUEL LAWN CARE SERVICES	-600.00
05/31/2022	<a href="#">INT0001175</a>	Interest	RMA WT 106912-006 MAY 2022 ACTIVITY	0.17
			Total Cleared Other (5)	-58,458.49



Pharr, TX

**Balance Sheet**  
**Account Summary**  
As Of 05/31/2022

Account	Name	Balance
<b>Fund: 46 - HCRMA- VRF SERIES 2020A</b>		
<b>Assets</b>		
<a href="#"><u>46-1-1102-000</u></a>	INVESTMENTS	3,118,530.45
	Total Assets:	<u>3,118,530.45</u>
<b>Liability</b>		
	Total Liability:	0.00
<b>Equity</b>		
<a href="#"><u>46-3-3400-000</u></a>	FUND BALANCE	4,958,578.69
	Total Beginning Equity:	<u>4,958,578.69</u>
Total Revenue		5,214.94
Total Expense		1,845,263.18
Revenues Over/Under Expenses		<u>-1,840,048.24</u>
	Total Equity and Current Surplus (Deficit):	3,118,530.45
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>3,118,530.45</u>



Pharr, TX

## Income Statement

### Account Summary

For Fiscal: 2022 Period Ending: 05/31/2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 46 - HCRMA- VRF SERIES 2020A</b>						
<b>Revenue</b>						
<u>46-4-1506-000</u>	INTEREST REVENUE	0.00	0.00	2,430.63	5,214.94	-5,214.94
	Revenue Total:	<b>0.00</b>	<b>0.00</b>	<b>2,430.63</b>	<b>5,214.94</b>	<b>-5,214.94</b>
<b>Expense</b>						
<u>46-52900-8810-003</u>	365 RIGHT OF WAY	0.00	0.00	0.00	1,189,913.48	-1,189,913.48
<u>46-52900-8810-004</u>	365 UTILITY RELOCATIONS	0.00	0.00	521,149.30	655,349.70	-655,349.70
	Expense Total:	<b>0.00</b>	<b>0.00</b>	<b>521,149.30</b>	<b>1,845,263.18</b>	<b>-1,845,263.18</b>
<b>Fund: 46 - HCRMA- VRF SERIES 2020A Surplus (Deficit):</b>						
	Total Surplus (Deficit):	<b>0.00</b>	<b>0.00</b>	<b>-518,718.67</b>	<b>-1,840,048.24</b>	
		<b>0.00</b>	<b>0.00</b>	<b>-518,718.67</b>	<b>-1,840,048.24</b>	



Pharr, TX

**Bank Statement Register****INVESTMENTS**

Period 5/1/2022 - 5/31/2022

*as of 6/2/2022***Bank Statement****General Ledger**

Beginning Balance	3,637,249.12	Account Balance	3,118,530.45
Plus Debits	2,430.63	Less Outstanding Debits	0.00
Less Credits	521,149.30	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	3,118,530.45	Adjusted Account Balance	3,118,530.45
	Statement Ending Balance	3,118,530.45	
	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
05/31/2022	<a href="#">DFT0006427</a>	Bank Draft	SAENZ OIL & GAS SERVICES	-140,589.40
05/31/2022	<a href="#">DFT0006428</a>	Bank Draft	AIPCF VII STRIKE FUNDING LP	-337,319.00
05/31/2022	<a href="#">DFT0006429</a>	Bank Draft	HIDALGO COUNTY IRRIGATION DISTRICT #2	-43,240.90
05/31/2022	<a href="#">INT0001174</a>	Interest	RMA LOGIC 2020 PROJECT MAY ACTIVITY	2,430.63
			Total Cleared Other (4)	-518,718.67

THIS ITEM WILL BE  
SENT UNDER  
SEPERATE COVER

This Page  
Intentionally  
Left Blank

# Item 3A

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

<b>BOARD OF DIRECTORS</b>	<input checked="" type="checkbox"/>	<b>AGENDA ITEM</b>	<b>3A</b>
<b>PLANNING COMMITTEE</b>	<input type="checkbox"/>	<b>DATE SUBMITTED</b>	<b>06/15/22</b>
<b>FINANCE COMMITTEE</b>	<input type="checkbox"/>	<b>MEETING DATE</b>	<b>06/28/22</b>
<b>TECHNICAL COMMITTEE</b>	<input type="checkbox"/>		

1. Agenda Item: **RESOLUTION 2022-44 - APPROVAL AND CONSIDERATION OF AGREEMENT FOR CONTINUING DISCLOSURE SERVICES BETWEEN HTS CONTINUING DISCLOSURE SERVICES, A DIVISION OF HILLTOP SECURITIES, INC., AN THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**
2. Nature of Request: (Brief Overview) Attachments:  Yes  No  
Approving Resolution 2022-44 -- Approval and Consideration of Agreement for Continuing Disclosure Services between HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., an the Hidalgo County Regional Mobility Authority.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:  Yes  No  N/A
5. Staff Recommendation: **Motion to approve Resolution 2022-44 -- Approval and Consideration of Agreement for Continuing Disclosure Services between HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., an the Hidalgo County Regional Mobility Authority, as presented.**
6. Program Manager's Recommendation:  Approved  Disapproved  None
7. Planning Committee's Recommendation:  Approved  Disapproved  None
8. Board Attorney's Recommendation:  Approved  Disapproved  None
9. Chief Auditor's Recommendation:  Approved  Disapproved  None
10. Chief Financial Officer's Recommendation:  Approved  Disapproved  None
11. Chief Development Engineer's Recommendation:  Approved  Disapproved  None
12. Chief Construction Engineer's Recommendation:  Approved  Disapproved  None
13. Executive Director's Recommendation:  Approved  Disapproved  None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022 – 44

APPROVAL OF AN AGREEMENT FOR CONTINUING  
DISCLOSURE SERVICES BETWEEN HTS CONTINUING  
DISCLOSURE SERVICES, A DIVISION OF HILLTOP SECURITIES  
INC. AND THE HIDALGO COUNTY REGIONAL MOBILITY  
AUTHORITY

THIS RESOLUTION is adopted this 28<sup>th</sup> day of June 2022, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on July 27, 2021, the Authority extended the agreement with Hilltop Securities Inc. (the “Financial Advisor”) to provide Financial Advisory Services; and

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

WHEREAS, the Authority has determined it is necessary to enter into an additional agreement with the Financial Advisor through its affiliate HTS Continuing Disclosure Services, A Division of Hilltop Securities Inc. (the “Contractor”) to provide continuing disclosure services, including the annual, quarterly, and other reports required by the delivery sale and delivery of the Bonds, and any other bonds, notes, certificates, or other obligations of the Authority;

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

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves the Continuing Disclosure Services Agreement (the “Agreement”) between HTS Continuing Disclosure Services, A Division of Hilltop Securities Inc. and the Hidalgo County Regional Mobility Authority hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Agreement.

\*\*\*\*\*

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 June, 2022, at which meeting a quorum was present.

---

S. David Deanda Jr., Chairman

---

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A  
CONTINUING DISCLOSURE SERVICES AGREEMENT

**AGREEMENT  
FOR  
CONTINUING DISCLOSURE SERVICES  
BY AND BETWEEN**

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, TEXAS  
(HEREINAFTER REFERRED TO AS THE “ISSUER”)**

**AND  
HTS CONTINUING DISCLOSURE SERVICES,  
A DIVISION OF HILLTOP SECURITIES INC.**

In connection with the sale and delivery of certain bonds, notes, certificates, or other municipal obligations (the “Bonds”), the Issuer has made certain undertakings to disclose to the investing public, on a periodic and continuing basis, certain information, as more fully set forth in such undertakings and as contemplated by the provisions of Securities and Exchange Commission Rule 15c2-12, as amended (the “Rule”).

The Issuer has agreed to engage HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc. (“Continuing Disclosure Services”), to assist it with these continuing disclosure obligations, for the consideration and on the terms and conditions set forth herein, including the preparation and submission of annual reports (the “Annual Reports”) and the reporting of certain specified events (the “Events”), which are set forth in the Issuer’s undertakings, the Rule and in Subsection 2c. below.

This agreement (the “Agreement”) between the Issuer and the Continuing Disclosure Services shall become effective as of the date of its acceptance as provided for below.

The parties agree as follows:

1. This Agreement shall apply to all issues of Bonds delivered subsequent to the effective date of the continuing disclosure requirements as specified in the Rule, to the extent that any particular issue does not qualify for exceptions to the continuing disclosure requirements of the Rule.
2. Continuing Disclosure Services agrees to perform the following in connection with providing services relating to the Issuer’s continuing disclosure obligations:
  - a. assist the Issuer in compiling data determined or selected by the Issuer to be disclosed;
  - b. assist the Issuer in identifying other information to be considered by Issuer for continuing disclosure reporting purposes;
  - c. assist the Issuer in preparing the presentation of such information, to include Annual Reports and Quarterly Reports containing financial information and operating data of the type provided in the final official statement of applicable issues, and Material Event Notices concerning the occurrence of the specified Events and other items listed below:
    - 1) Principal and interest payment delinquencies
    - 2) Non-payment related defaults
    - 3) Unscheduled draws on debt service reserves reflecting financial difficulties
    - 4) Unscheduled draws on credit enhancements reflecting financial difficulties
    - 5) Substitution of credit or liquidity providers, or their failure to perform

- 6) Adverse tax opinions or events affecting the tax-exempt status of the security
- 7) Modifications to rights of security holders
- 8) Bond calls and tender offers
- 9) Defeasances
- 10) Release, substitution, or sale of property securing repayment of the securities
- 11) Rating changes
- 12) Bankruptcy, insolvency, receivership or similar proceeding
- 13) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated person or their termination
- 14) Appointment of a successor or additional trustee or the change of the name of a trustee
- 15) Incurrence of a financial obligation of the obligated person, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation, any of which affect security holders
- 16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties
- 17) Noncompliance with the Rule

- d. assist the Issuer in distributing or filing, in the Issuer's name, the above mentioned Annual Reports, Quarterly Reports, notices and audited annual financial statements to the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA"), appropriate State Information Depository ("SID"), rating agencies, and other entities, as required by the Issuer's continuing disclosure obligations.
- e. provide to the Issuer confirmation of distribution or dissemination of reports and notices.

**3. Issuer acknowledges and agrees to the following:**

- a. Continuing Disclosure Services will be compensated for the performance of services with respect to assisting the Issuer with preparation and submission of continuing disclosure reports in accordance with the schedule as set forth below:
  - 1. \$3,500 per year for assistance in review of each annual and quarterly report and assistance in distribution of audited annual financial statements, if Issuer is not exempt from filing reports with EMMA, and Material Event Notice Filings, or
  - 2. \$5,000 per year for assistance in preparation and distribution of each annual and quarterly report and assistance in distribution of audited annual financial statements, if Issuer is not exempt from filing reports with EMMA, and Material Event Notice Filings.
- b. Issuer will provide to Continuing Disclosure Services, and Continuing Disclosure Services shall be entitled to rely upon, all information regarding the issuance of the Bonds, including the final official statement and the Issuer's commitment or undertaking regarding continuing disclosure as contained in the resolution authorizing issuance of the Bonds or separate contract or agreement; annual financial information and operating data of the type provided in the final official statement; information concerning the occurrence of an Event or noncompliance with the Rule; and any other information necessary to prepare continuing disclosure reports.

- c. Issuer will provide to Continuing Disclosure Services, and Continuing Disclosure Services shall be entitled to rely upon, annual written confirmation of all outstanding Bond issues for which the Issuer has a continuing disclosure obligation.
- d. Issuer will provide to Continuing Disclosure Services all information required for preparation of each Annual Report, including financial information and operating data of the type provided in the final official statement and other information deemed necessary by Issuer, no later than 45 days prior to the date on which each Annual Report is due.
- e. Issuer will provide full and complete copies of the audited annual financial statement no later than ten (10) days prior to the date on which it is due.
- f. Issuer will notify Continuing Disclosure Services immediately upon the occurrence or immediately upon the Issuer's knowledge of the occurrence of each Event or noncompliance with the Rule, and the Issuer will immediately provide all information necessary for preparation of the notice of occurrence of each such Event or noncompliance with the Rule.
- g. Issuer shall have the sole responsibility for determining the disclosure to be made in all cases. The Issuer shall review and provide approval of the content and form of all continuing disclosure reports and notices, with the exception of the following, which will be filed automatically on the Issuer's behalf, unless the Issuer has notified Continuing Disclosure Services otherwise in writing: bond calls, defeasances, and rating changes. In the event of a disagreement between the Issuer and Continuing Disclosure Services regarding the disclosure to be made, either the Issuer or Continuing Disclosure Services may, but neither is obligated to, terminate this Agreement by written notice to the other party.
- h. A separate Annual Report will be prepared and distributed for each type of security pledge in effect for outstanding financing issues or Bonds of the Issuer.
- i. Issuer will inform Continuing Disclosure Services of the retirement of any Bonds included under the scope of this Agreement within 30 days of such retirement.

4. In the event that Continuing Disclosure Services and the Issuer determine that advice of counsel is appropriate with respect to any question concerning disclosure, then (i) the Issuer may consult with its counsel, or (ii) the Issuer may authorize Continuing Disclosure Services to seek legal advice from independent counsel regarding the disclosure. The Issuer agrees that it shall be responsible for the fees and expenses of its own counsel. The Issuer agrees to reimburse Continuing Disclosure Services the fees and expenses of independent counsel, if paid by Continuing Disclosure Services, for advice rendered pursuant to authorization by the Issuer.

5. The Issuer agrees to hold harmless and to indemnify Continuing Disclosure Services and its employees, affiliates, officers, directors, and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever, including attorneys' fees and expenses ("Losses and Expenses") that Continuing Disclosure Services may incur by reason of or in connection with the distribution of information in the disclosure reports in accordance with this Agreement, except to the extent such Losses and Expenses result directly from Continuing Disclosure Services' willful misconduct or gross negligence in the distribution of such information.

In the event that such Losses and Expenses are attributable to the concurrent negligence or other fault of both the Issuer and Continuing Disclosure Services, each party shall bear proportionate responsibility for the degree of negligence or other fault attributable to each. Notwithstanding the foregoing, Continuing Disclosure Services, shall not be obligated to contribute any amount hereunder that exceeds the amount of fees previously received by Continuing Disclosure Services pursuant to this Agreement.

6. The fees and expenses due to Continuing Disclosure Services in providing Continuing Disclosure Services shall be calculated in accordance with Section 3a. of this Agreement. The fees will be invoiced each year during the term of the Agreement, unless terminated earlier, and fees will be payable within 30 days of receipt of invoice.

In addition, the Issuer agrees to reimburse Continuing Disclosure Services for the following expenses: (i) legal fees and expenses of counsel incurred by Continuing Disclosure Services pursuant to the terms of Section 4. above, and (ii) other out-of-pocket expenses reasonably incurred by Continuing Disclosure Services in performing its obligations hereunder. The Issuer shall remit payment for expenses to Continuing Disclosure Services within 30 days of receipt of invoice.

7. **Bonds Issued Subsequent to Agreement:** The provisions of this Agreement will include additional municipal bonds and financings (including financing lease obligations) issued during the stated term of this Agreement, if such bonds are subject to the continuing disclosure requirements. In this connection, the Issuer agrees that the Issuer will notify Continuing Disclosure Services of any municipal bonds and financing (including financing lease obligations) issued by the Issuer during any fiscal year of the Issuer during the term of this Agreement, and will provide Continuing Disclosure Services with such information as shall be necessary in order for Continuing Disclosure Services to perform the services contracted for hereunder.

8. **Effective Dates of Agreement:** This Agreement shall become effective as of the date of acceptance by the Issuer as set out below and remain in effect thereafter for a period of five (5) years from the date of acceptance. Unless Continuing Disclosure Services or Issuer shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will be automatically renewed on the fifth anniversary of the date hereof for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date for successive one (1) year periods. This agreement may be terminated with or without cause by the Issuer or Continuing Disclosure Services upon thirty (30) days' written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to Continuing Disclosure Services for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated prior to its stated term, all records provided to Continuing Disclosure Services by the Issuer shall be returned to the Issuer as soon as practicable. In addition, the parties hereto agree that upon termination of this Agreement Continuing Disclosure Services shall have no continuing obligation to the Issuer regarding any service contemplated herein. Notwithstanding the foregoing, all indemnification, hold harmless and/or contribution obligations, pursuant to Section 5 of this Agreement, shall survive any termination, regardless of whether the termination occurs as a result of the expiration of the term hereof or the Agreement is terminated sooner by either the Issuer or Continuing Disclosure Services under this Section 8, pursuant to Subsection 3.g., or otherwise.

## **9. Provision of Notices**

Provision of information, delivery of certification and notices of Events and noncompliance with the Rule, unless directed otherwise in writing, shall be sent to:

Hidalgo County Regional Mobility Authority  
203 W. Newcombe Avenue  
Pharr, TX 78577  
Pilar Rodriguez  
Executive Director  
Phone: (956) 402-4762  
Fax: (956) 475-3451  
Email: [prodriuez@hcrma.net](mailto:prodriuez@hcrma.net)

HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc.

717 North Harwood Street, Suite 3400  
Dallas, Texas 75201  
Attention: Tanya Calvit  
Senior Vice President-Continuing Disclosure Manager  
Phone: (214) 953-4037  
Fax: (214) 953-4050  
Email: [tanya.calvit@hilltopsecurities.com](mailto:tanya.calvit@hilltopsecurities.com)

**10. Choice of Law:** This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.

## **11. Acceptance of Agreement**

This Agreement is submitted in triplicate originals. When accepted by the Issuer, it will constitute the entire Agreement between the Issuer and Continuing Disclosure Services for the purposes and the consideration specified above.

Acceptance will be indicated on all copies and returned to Continuing Disclosure Services. An executed original will be returned for your files.

Respectfully submitted,

HTS Continuing Disclosure Services, a Division of Hilltop  
Securities Inc.

By \_\_\_\_\_

Lou Ann Heath  
Managing Director

By \_\_\_\_\_

Tanya Calvit  
Senior Vice President-Continuing Disclosure Manager

Date \_\_\_\_\_

ACCEPTANCE CLAUSE

The above and foregoing is hereby in all things accepted and approved by the Issuer, on this the \_\_\_\_\_  
day of \_\_\_\_\_, 2022.

By \_\_\_\_\_

Authorized Representative

\_\_\_\_\_  
Title

This Page  
Intentionally  
Left Blank

Item 3B

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS  
PLANNING COMMITTEE  
FINANCE COMMITTEE  
TECHNICAL COMMITTEE

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

AGENDA ITEM  
DATE SUBMITTED  
MEETING DATE

3B  
6/20/22  
6/28/22

1. Agenda Item: RESOLUTION 2022-42 CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NUMBER 2 WITH L&G CONSULTING ENGINEERS TO PROVIDE GEOTECHNICAL SERVICES FOR SULFATE TESTING AT PROPOSED BRIDGE LOCATIONS ON 365 TOLLWAY PROJECT SEGMENT 1.
2. Nature of Request: (Brief Overview) Attachments:  Yes  No  
Consideration and Approval of Resolution 2022-42 for specific CMT testing.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:  Yes  No  N/A
5. Staff Recommendation: Motion to approve Resolution 2022-42 for WA#2 with L&G Consulting Engineers to provide specific professional CMT services at each proposed bridge location on 365 Tollway Project, Segment 1, as presented.
6. Program Manager's Recommendation:  Approved  Disapproved  None
7. Planning Committee's Recommendation:  Approved  Disapproved  None
8. Board Attorney's Recommendation:  Approved  Disapproved  None
9. Chief Auditor's Recommendation:  Approved  Disapproved  None
10. Chief Financial Officer's Recommendation:  Approved  Disapproved  None
11. Chief Development Engineer's Recommendation:  Approved  Disapproved  None
12. Chief Construction Engineer's Recommendation:  Approved  Disapproved  None
13. Executive Director's Recommendation:  Approved  Disapproved  None



**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## Memorandum

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

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

**Date:** June 19, 2022

**Subject:** **RESOLUTION 2022-42 CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NUMBER 2 WITH L&G CONSULTING ENGINEERS TO PROVIDE GEOTECHNICAL SERVICES FOR SULFATE TESTING AT PROPOSED BRIDGE LOCATIONS ON 365 TOLLWAY PROJECT SEGMENT 1**

---

### **GOAL**

Approval and authorization to enter into Work Authorization #2 for 2020-2021 Construction Material Testing Services with L&G Consultant Engineers for sampling and testing sulfate content in soils at each bridge location on 365 Tollway Project (segment 1).

### **BASIS**

An apparent lack of fly ash supply in the current market has provoked a scheduling issue for alkali resistant mixes. In an effort to avoid project delay, staff is requesting testing and recommendation on use of straight concrete for drill shafts. HCRMA negotiated with L&G to provide construction materials testing to assure the specific concrete class and type proposed to be incorporated into proposed bridges' drill shafts are sustainable. These were not conducted on Segment I during design and data is needed for immediate referencing.

### **RECOMMENDATION**

Staff recommends award of Work Authorization #2 in the amount of \$51,023.48 with L&G Consultant Engineers for conducting sulfate content in soils at each bridge location on 365 Tollway Project (segment 1).



- CMT Services L&G Laboratories
- Environmental
- Engineering
- Geo-Technical
- Surveying

## WORK AUTHORIZATION SUMMARY

RESOLUTION 2022-42

Work Authorization # 2 Supplemental # \_\_\_\_\_

Amount \$ 51,023.48

### Approved Work Authorizations:

Resolution No.	Description	Amount
2021-37	WA No. 1 CMT TESTING Segment 1, Phase II	\$ 2,765,349.03
WA No.		
	<b>Subtotal from Cont. Page</b>	<u>\$ 0.00</u>
	<b>Total Approved WA</b>	<b>\$ 2,765,349.03</b>

### Proposed Work Authorization and/or Supplemental

2022-42 WA No. 2 Sampling and Testing for Sulfates at + **\$ 51,023.48**

### Goal and Options:

Work Authorization #2 for 2020-2021 Construction Material Testing Services with L&G Consultant Engineers for sampling and testing sulfate content in soils at each bridge location on 365 Tollway Project (segment 1)

**Staff is recommending approval of this request in the amount of \$ 51,023.48**  
**Proposed total approved WA and/or Supplementals \$ 2,816,372.51**

R. Navarro IV, Cons Eng  
Requested By:

HIDALGO COUNTY REGIONAL MOBILITY  
AUTHORITY BOARD RESOLUTION No. 2022-42

**RESOLUTION 2022-42 CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION  
NUMBER 2 WITH L&G CONSULTING ENGINEERS TO PROVIDE GEOTECHNICAL  
SERVICES FOR SULFATE TESTING AT PROPOSED BRIDGE LOCATIONS ON 365  
TOLLWAY PROJECT SEGMENT 1**

THIS RESOLUTION is adopted this 28<sup>th</sup> day of June, 2022, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

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

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

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

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

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

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

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

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

WHEREAS on September 28, 2021 the Authority approved Resolution 2021-36 awarding Contract by and between the L&G Consulting Engineers, INC, and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services on Segment 1 of phase II, 365 Toll project; and,

WHEREAS approved Resolution 2021-37 Approval of Work Authorization 1 to the Professional Service Agreement with L&G Consulting Engineers, Inc., for Construction Material Testing in the amount of \$2,765,349.03 for the 365 Tollway Project; now

WHEREAS the Authority finds it necessary to approve Resolution 2022-42 Approval of Award of Work Authorization 2 to the Professional Service Agreement with L&G Consulting Engineers, Inc., for Construction Material Testing in the amount of \$51,023.48 for the 365 Tollway Project Contract by and between the L&G Consulting Engineers, INC, and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services on Segment 1 of phase II, 365 Toll project.

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

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Work Authorization 2 to the Professional Service Agreement with L&G Consulting Engineers, Inc., in the amount of \$51,023.48 for the 365 Tollway Project Contract by and between L&G Consulting Engineers, INC, and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services, hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute the Professional Service Agreement for Construction Material Testing with between L&G Consulting Engineers, INC, as approved by the Board.

\*\*\*\*\*

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THEBOARD 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 June 2022, at which meeting a quorum was present.

---

S. David Deanda, Jr., Chairman

---

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

WORK AUTHORIZATION NO. 2  
to  
Main  
Professional Service Agreement  
with  
between L&G Consulting Engineers, INC.,  
For  
Construction Material Testing Services

## ATTACHMENT D-1

### WORK AUTHORIZATION NO. 2 AGREEMENT FOR ENGINEERING SERVICES

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

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

**PART II.** The maximum amount payable under this Work Authorization is \$ 51,023.48 and the method of payment is specified rates/unit as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

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

**PART IV.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on July 11, 2022, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

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

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

#### THE ENGINEER

  
(Signature)  
Jascinto Garza, P.E.  
(Printed Name)  
President / CEO  
(Title)  
06/09/2022  
(Date)

#### THE AUTHORITY

  
(Signature)  
Pilar Rodriguez, P.E.  
(Printed Name)  
Executive Director  
(Title)  
(Date)

#### LIST OF EXHIBITS

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

## ATTACHMENT D-2

### SUPPLEMENTAL WORK AUTHORIZATION NO. \_\_\_\_ TO WORK AUTHORIZATION NO. \_\_\_\_ AGREEMENT FOR ENGINEERING SERVICES

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

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

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

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

#### THE ENGINEER

\_\_\_\_\_  
(Signature)  
Jascinto Garza, P.E.  
(Printed Name)  
President / CEO  
(Title)

\_\_\_\_\_  
**(Date)**

#### THE AUTHORITY

\_\_\_\_\_  
(Signature)  
Pilar Rodriguez, P.E.  
(Printed Name)  
Executive Director  
(Title)

\_\_\_\_\_  
**(Date)**

---

**To:** Ramon Navarro, IV, PE, CFM <ramon.navarro@hcrma.net>

**Cc:** Ricardo Gallaga <ricardo@lgengineers.com>

**Subject:** Proposal for Geo Borings and Sulfate Testing on 365 Toll (Jackson Rd to Hi Line Rd)

Please find attached our proposal to provide Geotechnical Services for Sulfate Testing. The following table is a general notation of the depths of the borings to be drilled:

	# of Borings #	Depth LF	Upper 50'	Lower xx'
			LF	LF
Jackson Rd	2	80	50	30
US 281 Cage Blvd	2	89	50	39
I Rd	2	79	50	29
Dicker Rd	2	76	50	26
Drain Ditch	2	78	50	28
Anaya Rd	2	84	50	34
Hi Line Rd	2	77	50	27
Totals	<b>14</b>	<b>1126</b>	<b>700</b>	<b>426</b>

The plan will be to auger down to 3 depths (top – 10', middle – 40-45' and bottom – 75-90') and then push a split spoon for sampling (and subsequent lab testing for sulfate content).

The general locations of the borings have been laid out in the attached Google Earth .kmz file for your review as well.

Noting you have expressed a need for this stuff super quick we will send out our staking team to get this staked and called in tomorrow (and if clear and approved by you all we can begin to knock them out next week).

Let me know.

Thanks,

**David A. Saenz, P.E., C.F.M.**  
Project Manager / Project Engineer

**L&G Consulting Engineers, Inc.**

**ATTACHMENT E**

**FEE SCHEDULE**

**ATTACHMENT E-1**  
**Final Cost Proposal Form**

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

“X”	Basis	
_____	Lump Sum	The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and fixed fee. The Engineer shall be paid pro rata based on the percentage of work completed. For payment the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost.
<u>X</u>	Unit Cost	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and fixed fee. The Engineer shall be paid based on the type and number of units fully completed and the respective unit cost. For payment, the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown.
<u>X</u>	Specified Rate Basis	The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. Payment shall be based on the actual hours worked multiplied by the specified rate for each type of labor plus other agreed to special direct cost items. The specified rate includes direct labor and indirect cost and fixed fee. The Authority may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit.
_____	Cost Plus Fixed Fee	<p>Payment shall be based on direct and indirect costs incurred <u>plus</u> a pro rata share of the fixed fee based on the ratio of <u>labor and overhead cost incurred to total estimated labor and overhead cost in the FCP</u> or the percentage of work completed. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Engineer may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, provisional overhead rate and the fixed fee.</p> <p style="margin-left: 40px;">A. Actual Cost Plus Fixed Fee - Actual wages are paid (no minimum, no maximum).</p> <p style="margin-left: 40px;">B. Range of Cost Plus Fixed Fee – Actual wages <u>must</u> be within the allowable range shown on the Final Cost Proposal.</p>

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



TEST NO.	CMT Firm:L&G ENGINEERING Date: 09/13/2021	2020-23	20210830 FINAL RATES	COMMENTS
	<b>Geotechnical Services</b>	<b>Unit</b>		
1	Mobilization/Demobilization	each	\$ 400.00	
	Drilling, Logging, &Recovering Samples (With TCP)	per mile	\$ 6	
		Tex-132-E (every 5 feet)	\$ 38.00	
2A	1. Depth ≤ 50 feet	linear foot	\$ 40.00	
2B	2. Depth ≥ 50 feet	linear foot	\$ 30.61	
	Drilling, Logging, &Recovering Samples (Without TCP)	linear foot	\$ 32.57	
3A	1. Depth ≤ 50 feet	linear foot	\$ 33.00	
3B	2. Depth ≥ 50 feet	linear foot	\$ 36.00	
4	Rock Coring (Soft Rock) <sup>2</sup>	linear foot	\$ 121.67	
5	Rock Coring (Hard Rock) <sup>2</sup>	hour	\$ 297.74	
6	Staking Bores and Utility Locations	hour	\$ 177.05	
	Standby Time (sampling)	hour	\$ 173.34	
7A	1. Hot Mix Asphalt (minimum of one hour)	each	\$ 48.36	
7B	2. Concrete (minimum of one hour)	each	\$ 6.86	
8	Piezometer - 2 inch (including well completion and installation)	linear foot	\$ 2,000.00	
9	Grouting of Bores	linear foot	\$ 3,000.00	
10	Traffic Control - Major	day	\$ 3,000.00	
	<b>Laboratory Test</b>	<b>Test Method</b>	<b>Unit</b>	
11	Volumetric Shrinkage	ASTM D427	each	\$ 105.24
12	Standard Poor Test	ASTM D698	each	\$ 255.00
13	Modified Poor Test	ASTM D1557	each	\$ 340.00
14	Standart Penetration Test (SPT)	ASTM D1586	LF	\$ 33.00
15	California Bearing Ratio (Single Sample without MD Curve)	ASTM D1883	test	\$ 350.00
16	Unconfined Compressive Strength (Soil)	ASTM D2166	each	\$ 75.00
17	Hydraulic Conductivity Permeability	ASTM D2434	each	\$ 450.00
18	One Dimensional Consolidation Properties of Soil	ASTM D2435	each	\$ 550.00
19	Unconfined Compressive Strength (Rock)	ASTM D2938	each	\$ 98.00
20	Direct Shear of Soils Under Consolidated Drained Conditions	ASTM D3080	set of 3	\$ 810.27
21	Direct Shear Test of Soils Under Consolidated Drained Conditions, SAND	ASTM D3080	set of 3	\$ 580.00
22	Direct Shear Test of Soils Under Consolidated Drained Conditions, CLAY	ASTM D3080	set of 3	\$ 708.79
23	Splitting Tensile of Intact Rock Core	ASTM D3967	each	\$ 131.11
24	Water Stand Pipes	ASTM D4043	each	\$ 40.00
25	Calcium Carbonate Content of Soils	ASTM D4373	LF	\$ 68.31
26	Hydraulic Conductivity Permeability	ASTM D4511	each	\$ 419.55
27	One Dimensional Swell, Methods A&B	ASTM D4546	each	\$ 316.53
28	One Dimensional Swell, Method B Only	ASTM D4546	each	\$ 324.66
29	One Dimensional Swell, Method C	ASTM D4546	each	\$ 292.00
30	Permeability of Silt and Clays	ASTM D5084	each	\$ 410.00
31	Suction Test (Filter Method)	ASTM D5298	each	\$ 98.00
32	Casagrande Type Piezometers	N/A	each	\$ 337.82
33	Casagrande Type Piezometers Installation	N/A	each	\$ 450.00
34	Miscellaneous Testing	N/A	each	\$ 55.00
35	Vertical Inclinometer	N/A	each	\$ 490.00
36	Vertical Inclinometer Installation	N/A	each	\$ 900.00
37	Vibrating Wire Piezometer	N/A	each	\$ 980.00
38	Vibrating Wire Piezometer Installation	N/A	each	\$ 1,200.00
39	Soil Boring with SPT	ASTM D1586	LF	\$ 36.00
	<b>Laboratory Test</b>	<b>Test Method</b>		
	<b>Soils &amp; Base Testing</b>			
40	Sampling	Tex-400-A	hour	\$ 66.15
41	Sample Preparation	Tex-101-E	each	\$ 68.00
42	Determining Staking Time	Tex-102-E	each	\$ 72.25
43	Moisture Content	Tex-103-E	each	\$ 15.44
44	Atterburg Limits	Tex-104,105&106-E	Set of 3	\$ 95.00
45	Linear Bar Shrinkage (per bar)	Tex-107-E	each	\$ 69.04
46	Determining the Specific Gravity of Soils	Tex-108-E	each	\$ 90.00
47	Sieve Analysis	Tex-110-E, Part I	each	\$ 89.00
48	Sieve Analysis (Hydrometer with Tex-108-E)	Tex-110-E, Part II	each	\$ 117.00
49	Hydrometer with Tex-108-E (in conjuncion with Tex-110-E, Part II)	Tex-108-E	each	\$ 72.00
50	Percent Passing No. 200 Sieve	Tex-111-E	each	\$ 96.13
51	Determining the Amount of Material in Soils Finer than the 75 mi	Tex-111-E	each	\$ 65.00
52	Admixing Lime to Reduce Plasticity Index of Soils	Tex-112-E	each	\$ 146.00
53	Moisture-Density Relationship	Tex-113-E	each	\$ 275.00
54	Moisture-Density Relationship	Tex-114-E	each	\$ 255.00
55	Field Density Measurements	Tex-115-E	hour	\$ 68.00
56	Wet Ball Mill Test	Tex-116-E	each	\$ 260.00
57	Texas Triaxial Compression <sup>10</sup>	Tex-117-E, Part I	each	\$ 1,650.00
58	Texas Triaxial Compression <sup>10</sup>	Tex-117-E, Part II	each	\$ 1,510.00
59	Quality Assurance (QA) Series for Flexible Base <sup>(7) (8)</sup>	See Foot Notes	each	\$ 2,246.91
60	Soil-Cement Testing <sup>(7)</sup>	Tex-120-E, Part II	each	\$ 439.45
61	Soil-Lime Testing <sup>(7)</sup>	Tex-121-E, Part II	each	\$ 420.11
61.1	Soil-Lime Testing Determining Stabilization Ability of Lime by Soil pH	Tex-121-E, Part III	each	\$ 450.00
62	Determining the Drainage Factor of Soil Materials (Not Field Test)	Tex-123-E ++	each	\$ 506.87
63	Determining Modulus of Sub-grade Reaction (K Value) (Not Field Test)	Tex-125-E ++	each	\$ 150.00
64	Molding, Testing, and Evaluation Bituminous Black Base Materials	Tex-126-E ++	each	\$ 1,750.00
65	Lime-Fly Ash Compression <sup>(7)</sup>	Tex-127-E	each	\$ 751.14
66	Soil pH	Tex-128-E	each	\$ 75.00
67	Resistivity of Soils	Tex-129-E	each	\$ 120.00
68	Slurry Testing	Tex-130-E	each	\$ 109.49
69	Texa Cone Penetration	Tex-132-E	each	\$ 46.34
70	Freezing and Thawing Tests on Compacted Soil-Cement Mixture	Tex-135-E	each	\$ 365.00
71	Thickness of Pavement Layers (4 hour minimum)	Tex-140-E	hour	\$ 155.59
72	Manual Procedure for Description and Identification of Soils	Tex-141-E	each	\$ 52.52
73	Laboratory Classification of Soils for Engineering Purposes	Tex-142-E	each	\$ 70.00
74	Sulfate Content in Soils	Tex-145-E	each	\$ 95.00
75	Conductivity Test for Field Detection of Sulfates in Soil	Tex-146-E	each	\$ 100.96
75.1	Organic Content Using UV-VIS Method	Tex-149-E	each	\$ 231.70
76	Determining Chloride and Sulfate Contents in Soils	Tex-620-J	each	\$ 88.16
77	Free Swell Test	EM110-2-1906	each	\$ 195.00
78	Pressure Swell Test	EM110-2-1906	each	\$ 293.00
79	One-Dimensional Swell	ASTM D4546	each	\$ 316.53
80	One-Dimensional Swell (Method B Only)	ASTM D4546	each	\$ 261.70
81	Potential Vertical Rise Calculation	Tex-124-E	each	\$ 85.14
82	Volumetric Shrinkage	ASTM D4943	each	\$ 119.00
83	Volumetric Shrinkage	ASTM D427	each	\$ 6
84	Unconfined Compression Test (Soil)	ASTM D2166	each	\$ 80.65
85	Unconfined Compression Test (Rock)	ASTM D2938	each	\$ 98.00
86	Unconfined Compression Test (Rock) (Method D)	ASTM D7012	each	\$ 75.00
	Unconsolidated Undrained (UU) Triaxial Compression Test			Repeated on Line 11
87	1. Set of Three	Tex-118-E	set	\$ 312.36
88	2. Multistage	Tex-118-E	each	\$ 286.75
	Consolidated Undrained (CU) Triaxial Compression Test			
89	1. Set of Three	Tex-131-E or ASTM D4767	set	\$ 1,502.50
90	2. Multistage	Tex-131-E or ASTM D4767	each	\$ 1,362.50
	Consolidated Drained (CD) Triaxial Compression Test			
91	1. Set of Three	Tex-131-E or ASTM D4767	set	\$ 1,335.00
92	2. Multistage	Tex-131-E or ASTM D4767	each	\$ 1,261.50
93	Direct Shear Consolidated Drained (CD), sand	ASTM D3080	set of 3	\$ 1,131.55
94	Direct Shear Consolidated Drained (CD), clay	ASTM D3080	set of 3	\$ 1,147.11
95	One-Dimensional Consolidation Test (7 load increments)	ASTM D2435	each	\$ 597.14

96	Resilient Modulus (fine-grained soils)	AASHTO T307	each	\$ 1,200.00			
97	Hot Mix Asphalt Testing						
98	Sieve Analysis of Fine and Coarse Aggregates	Tex-200-F	each	\$ 95.00			
99	Bulk Specific Gravity and Water Absorption of Aggregates	Tex-201-F	each	\$ 95.00			
100	Apparent Specific Gravity of Material Finer Than 180 µm (No. 80) Sieve	Tex-202-F	each	\$ 65.00			
101	Sand Equivalent Test	Tex-203-F	each	\$ 95.50			
102	Laboratory Method of Mixing Bituminous Mixtures	Tex-205-F	Set of 3	\$ 187.00			
103	Compacting Specimens Using the Texas Gyrotary Compactor (TG)	Tex-206-F	Set of 3	\$ 113.04			
104	Determining Bulk Specific Gravity of Compacted Bituminous Mixtures	Tex-207-F (I)	each	\$ 50.00			
105	Determining In-Place Density of Compacted Bituminous Mixtures (Nuclear Method)	Tex-207-F (III)	each	\$ 45.00			
106	Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (IV)	each	\$ 88.69			
107	Segregation Profile	Tex-207-F (V)	each	\$ 250.00			
108	Joint Density	Tex-207-F (VII)	each	\$ 250.00			
109	Test of Stabilometer Value of Bituminous Mixtures	Tex-208-F	set of 3	\$ 175.00			
110	Determining Asphalt Content of Bituminous Mixtures by Extraction	Tex-210-F	each	\$ 200.00			
111	Recovery of Asphalt from Bituminous Mixtures by the Abson Pro	Tex-211-F	each	\$ 300.00			
112	Determining Moisture Content of Bituminous Mixtures	Tex-212-F	each	\$ 55.79			
113	Determining Hydrocarbon-Volatilite Content of Bituminous Mixture	Tex-213-F	each	\$ 131.76			
114	Determining Deleterious Material and Decantation Test for Coarse Aggregates	Tex-217-F	each	\$ 110.00			
115	Indirect Tensile Strength Test	Tex-226-F	each	\$ 520.24			
116	Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	each	\$ 105.31			
117	Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method	Tex-228-F	each	\$ 147.05			
118	Combined HMAC Cold-Belt Sampling and Testing Procedure	Tex-229-F	each	\$ 83.50			
119	Combined Draindown Characteristics in Bituminous Mixtures	Tex-235-F	each	\$ 75.00			
120	Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex-236-F	each	\$ 168.25			
121	Asphalt Release Agents	Tex-239-F	each	\$ 90.00			
122	Superpave Gyrotary Compacting of Test Specimens of Bituminous Hamburg Wheel Tracker	Tex-241-F	each	\$ 158.11			
123	Tack Coat Adhesion	Tex-242-F	each	\$ 600.00			
124	Thermal Profile	Tex-243-F	each	\$ 185.00			
125	Cantabro Loss	Tex-244-F	each	\$ 164.50			
126	Permeability or Water Flow of Hot Mix Asphalt	Tex-245-F	each	\$ 219.67			
127	Overlay Test	Tex-246-F	each	\$ 83.50			
128	Overlay Test	Tex-248-F	set of 3	\$ 762.22			
129	Flat and Elongated Particles	Tex-280-F	each	\$ 77.36			
130	Sampling Bituminous Materials, Pre-Molded Joint Fillers, and Joint Asphalt Binder Water in Petroleum	Tex-500-C	each	\$ 87.00			
131	Penetration of Bituminous Materials	Tex-501-C-AASHTO T155	each	\$ 125.25			No original cost presented for consideration
132	Ductility of Asphalt Materials	Tex-502-C-AASHTO T149	each	\$ 148.83			No original cost presented for consideration
133	Flash and Fire Points by Cleveland Open Cup	Tex-503-C-AASHTO T151	each	\$ 141.50			No original cost presented for consideration
134	Softening Point of Bitumen (Ring and Ball Apparatus)	Tex-504-C-AASHTO T148	each	\$ 70.56			No original cost presented for consideration
135	Solubility of Bituminous Materials	Tex-505-C-AASHTO T153	each	\$ 120.27			No original cost presented for consideration
136	Specific Gravity	Tex-507-C-AASHTO T144	each	\$ 147.75			No original cost presented for consideration
137	Spot Test of Asphaltic Materials	Tex-509-C-AASHTO T102	each	\$ 203.50			No original cost presented for consideration
138	Effect of Heat and on Asphalt Materials (Thin-Film Oven Test)	Tex-510-C-AASHTO T179	each	\$ 169.30			No original cost presented for consideration
139	Flash Point with Tag Open-Cup Apparatus for Use with Material H	Tex-512-C-AASHTO T179	each	\$ 113.88			No original cost presented for consideration
140	Saybolt Viscosity	Tex-513-C-AASHTO T172	each	\$ 89.02			No original cost presented for consideration
141	Constituents - Specific Gravity, API Gravity, or Density of Cutback Asphalts by Hydrometer Method; Emulsified Asphalts - Weight per Gallon of Emulsified Asphalt	Tex-514-C-ASTM D3142	each	\$ 423.00			No original cost presented for consideration
142	Distillation of Cutback Asphalt Products	ASTM D244					No original cost presented for consideration
143	Distillation of Cutback Asphalt Products	Tex-515-C-AASHTO T178	each	\$ 205.67			No original cost presented for consideration
144	Float Test for Bituminous Materials	Tex-519-C-AASHTO T150	each	\$ 87.83			No original cost presented for consideration
145	Standard Test Method for Emulsified Asphalts	Tex-521-C-AASHTO T159	each	\$ 241.88			No original cost presented for consideration
146	Viscosity of Asphalts by Vacuum Capillary Viscometer	Tex-528-C-AASHTO T202	each	\$ 47.50			No original cost presented for consideration
147	Kinematic Viscosity of Asphalts (Bitumens)	Tex-529-C-AASHTO T201	each	\$ 89.02			No original cost presented for consideration
148	Boil Test (Effect of Water on Paving Mix)	Tex-530-531-C	each	\$ 153.50			No original cost presented for consideration
149	Field Coring - ACP Thickness	ASTM D3549	each	\$ 124.25			No original cost presented for consideration
150	Pavement Thickness Determin. (Full Depth)	ASTM D3549	each	\$ 153.00			No original cost presented for consideration
151	Determining Polymer Additive Percentages in Polymer Modified	Tex-533-C	each	\$ 82.50			No original cost presented for consideration
152	Calculating Viscosity from Penetration	Tex-535-C	each	\$ 87.06			No original cost presented for consideration
153	Elastic Recovery of Tensile Deformation Using a Ductilometer	Tex-539-C	each	\$ 79.13			No original cost presented for consideration
154	Measurement of Polymer Separation on Heating in Modified Asphalt	Tex-540-C	each	\$ 129.50			No original cost presented for consideration
155	Rolling Thin Film Oven Test for Asphalt Binders	Tex-541-C-AASHTO T240	each	\$ 189.00			No original cost presented for consideration
156	Flexural Creep Stiffness Using the Bending Beam Rheometer	AASHTO T313	each	\$ 275.00			No original cost presented for consideration
157	Determining Rheological Properties of Asphalt Binder Using a Dy	AASHTO T315	each	\$ 244.13			No original cost presented for consideration
158	Determining Breaking Index for Asphalt Emulsions	Tex-542-C	each	\$ 251.89			No original cost presented for consideration
159	Resilience Test for Sealants and Repair Materials	Tex-547-C	each	\$ 305.36			No original cost presented for consideration
160	Tensile Strain to Failure	Tex-548-C	each	\$ 84.00			No original cost presented for consideration
161	Cone Flow Test	Tex-549-C	each	\$ 87.50			No original cost presented for consideration
162	Flexibility Test for Sealants and Repair Materials	Tex-550-C	each	\$ 302.50			No original cost presented for consideration
163	Settlement of Sealants and Repair Materials	Tex-551-C	each	\$ 118.50			No original cost presented for consideration
164	Concrete & Aggregate Testing						
165	Sieve Analysis for Conc. Agg	Tex-401-A	each	\$ 95.00			
166	Fineness Modulus for Conc. Agg	Tex-402-A	each	\$ 58.78			
167	SSD Specific Gravity / Absorption Conc. Agg	Tex-403-A	each	\$ 88.00			
168	Unit Weight of Conc. Agg	Tex-404-A	each	\$ 60.00			
169	Determining Percent Voids and Solids in Concrete	Tex-405-A	each	\$ 75.94			
170	Decantation for Conc. Agg	Tex-406-A	each	\$ 65.00			
171	Organic Impurities for Conc. Agg	Tex-408-A	each	\$ 65.00			
172	Free Moisture and Water Absorption in Aggregate for Concrete	Tex-409-A	each	\$ 66.00			
173	L.A. Abrasion	Tex-410-A	each	\$ 520.00			
174	5 Cycle Magnesium Soundness	Tex-411-A	each	\$ 520.48			
175	Deleterious Material for Conc. Agg	Tex-413-A	each	\$ 77.25			
176	Air Content of Fresh Concrete by Volumetric	Tex-414-A	each	\$ 33.10			
177	Slump of Fresh Concrete	Tex-415-A	each	\$ 29.90			
178	Air Content of Fresh Concrete by Pressure	Tex-416-A	each	\$ 34.91			
179	Unit Weight, Yield and Air Content (Gravimetric) of Concrete	Tex-417-A	each	\$ 60.13			
180	Comp. Strength of Cyl. Conc. Specimen	Tex-418-A	each	\$ 23.00			
181	Measure Temp. of Fresh Conc.	Tex-422-A	each	\$ 23.59			
182	Obtaining & Testing Drilled Conc. Cores	Tex-424-A	each	\$ 333.73			
183	Absorption and Dry Bulk Specific Gravity of Lightweight Coarse	Tex-433-A	each	\$ 105.40			No original cost presented for consideration
184	Test Flow of Grout Mixtures (Flow Cone Method)	Tex-437-A	each	\$ 125.00			No original cost presented for consideration
185	Accelerated Polish Test for Coarse Aggregate	Tex-438-A	each	\$ 891.21			No original cost presented for consideration
186	Det. Comp. Strength of Grouts	Tex-442-A	each	\$ 31.00			
187	Making & Curing Conc. Test Specimen	Tex-447-A	each	\$ 19.91			
188	Flexural Strength of Concrete Using Simple Beam Third-Point Load	Tex-449-A	each	\$ 49.23			No original cost presented for consideration
189	Capping Cyl. Conc. Specimen	Tex-450-A	each	\$ 22.25			
190	Degradation of Coarse Aggregate by Micro-Devel Abrasion	Tex-461-A	each	\$ 288.80			
191	Uniformity of Concrete	Tex-472-A	each	\$ 189.63			
192	Additional Testing		Test Method	Unit			
193	Geogrid Testing	Tex-821-J	each	\$ 800.20			
194	Water Quality Testing	Tex-819-J	each	\$ 179.25			
195	Lime Testing	Tex-600-J	each	\$ 411.24			
196	Operating Inertial Profilers and Evaluating Pavement Profiles	Tex-1001-S	each	\$ 1,800.00			No original cost presented for consideration
197	Vane Shear Testing	ASTM D2573	each	\$ 338.00			
198	Miscellaneous Testing		Test Method	Unit			
199	Structural Field Welding	NA	hour	\$ 150.00			No original cost presented for consideration
200	Equipment & Supplies for MT & UT		day	\$ 150.00			No original cost presented for consideration
201	Other Direct Expenses		Unit				
202	Photocopies B/W (8 1/2" X 11")		each	\$ 0.15			
203	Photocopies B/W (11" X 17")		each	\$ 0.23			
204	Photocopies Color (8 1/2" X 11")		each	\$ 0.82			
205	Photocopies Color (11" X 17")		each	\$ 1.41			
206	Digital Ortho Plotting		sheet	\$ 2.43			
207	CADD Plotting		linear foot	\$ 1.00			
208	Plots (B/W on Bond)		linear foot	\$ 0.91			
209	Plots (Color on Bond)		linear foot	\$ 1.75			
210	Plots (Color on Photographic Paper)		linear foot	\$ 2.72			
211	Reproduction of CD/DVD		each	\$ 5.00			

--	--	--	--	--	--	--

L&G Personnel Classification	Hourly Base Rate	Contract Rate FY 2020-2023	20210830 FINAL RATES
Senior Project Manager / Principal	\$ 83.00	\$ 257.30	<b>\$ 186.90</b>
Senior Geotechnical Engineer	\$ 65.00	\$ 210.50	<b>\$ 166.32</b>
Geotechnical Engineer	\$ 62.00	\$ 192.20	<b>\$ 136.40</b>
Project Engineer	\$ 56.00	\$ 173.60	<b>\$ 133.98</b>
Engineering Lab Manager	\$ 40.00	\$ 124.00	<b>\$ 94.71</b>
Utility Coordinator	\$ 38.00	\$ 117.80	<b>\$ 110.98</b>
Senior Project Inspector	\$ 38.00	\$ 117.80	<b>\$ 99.75</b>
Project Inspector	\$ 30.00	\$ 93.00	<b>\$ 73.92</b>
EIT	\$ 40.00	\$ 124.00	<b>\$ 88.00</b>
Engineer Tech / GIS	\$ 27.00	\$ 83.70	<b>\$ 76.60</b>
Logger	\$ 22.00	\$ 68.20	<b>\$ 62.00</b>
Field Technician (Soils, Aggr, Asph, Conc)	\$ 22.00	\$ 68.20	<b>\$ 68.20</b>
CADD Operator	\$ 22.00	\$ 68.20	<b>\$ 77.50</b>
Admin/Clerical	\$ 22.00	\$ 68.20	<b>\$ 61.95</b>

**EXHIBIT D**  
ESTIMATEDMAN-HOURSAND TEST BREAKDOWN

**HCRMA - 365 Toll Project - Segment 1 (From 987+00 to 1350+00) - CSJ: 3627-01-001 Construction Materials Testing**

**Embankment(Test All Fill Material Including Cut From Job) (ITEM 132)**

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.

378kC/3.5MFCY

	TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Liquid Limit	Tex-104-E	Pb15 - Every 5,000 CY included with PI		Each	780	\$90.00	\$70,200.00
Plasticity Index	Tex-104-E	Pb15 - Every 5,000 CY		Each	300	\$90.00	\$27,100.00
Gradation (Part I)	Tex-110-E PI	Every 10,000 CY		Each	390	\$117.00	\$45,630.00
Gradation (Part II)	Tex-110-E PI	Every 10,000 CY		Each	40	\$255.00	\$10,200.00
Moisture/Density	Tex-114-E	One per Each Material	Assume 40 (per 100k CY)	Each	850	\$68.00	\$57,800.00
In-Place Density	Tex-115-E	Every 5,000 CY or 6,000	Add 20% inc for lifts	Each	820	\$68.20	\$55,924.00
Tech Time (Reports)			LL/PI, Grad, MD, FD	Hour			
Tech Time (Soils)			4 hrs - PI,Gr,MD, 2 hrs - FD	Hour	4980	\$68.20	\$339,636.00
# of Trips (Tech)			1205 Trips (50 Miles RT)	Mile	60250	\$6.00	\$361,500.00
**Admin/Clerical				Hour	1050	\$61.95	\$65,047.50
						Item Subtotal	\$1,044,547.50

**Hydraulic Cement Concrete Bridge Slab & Approach Slab - (Class S)**

- Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

14k CY

	TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Coarse Aggr.			QA Test. (QC by Source)				
Decantation	Tex-406-A	Each 20,000 CY (or source)		Each	1	\$65.00	\$65.00
Sieve Analysis	Tex-401-A	Each 1,000 CY (ea source)	5 Sieve	Each	14	\$95.00	\$1,330.00
Deleterious Mat.	Tex-413-A	Each 20,000 CY (or source)		Each	1	\$77.25	\$77.25
L.A. Abrasion	Tex-410-A	Two Each Source	if CRSQC meets Project Spec -	Each	0	\$520.00	\$0.00
Soundness	Tex-411-A	Two Each Source	if CRSQC meets Project Spec -	Each	0	\$520.48	\$0.00
Fine Aggr.			QA Test. (QC by Source)				
Sand Equivalent	Tex-203-F	Each 1,000 CY (ea source)		Each	14	\$95.50	\$1,337.00
Organic Imp.	Tex-408-A	One Per Project Per Source		Each	1	\$65.00	\$65.00
Sieve Analysis	Tex-401-A	Each 1,000 CY (ea source)	9 Sieve	Each	14	\$95.00	\$1,330.00
Decantation	Tex-406-A	Each 1,000 CY (ea source)		Each	14	\$58.75	\$822.50
Deleterious Mat.	Tex-413-A	Each 20,000 CY (or source)		Each	1	\$77.25	\$77.25
Acid/Insoluble	Tex-612-J	Two Each Source	if CRSQC meets Project Spec -	Each	0	\$0.00	
Mineral Filler			QA Test. (QC by Source)				
Sieve Analysis	Tex-401-A	Two Each Source	if No Mineral Filler utilized in	Each	0	\$95.00	\$0.00
Concrete							
*Strength	Tex-418-A	Each 60 CY(2 Sets = 4 Cyl.)		Each	934	\$23.00	\$21,482.00
Slump	Tex-415-A	One per 2 Sets		Each	234	\$29.90	\$6,996.60
Entrained Air	Tex-416-A	One per 2 Sets		Each	234	\$34.91	\$8,168.94
Temperature	Tex-422-A	One per 2 Sets		Each	234	\$23.59	\$5,520.06
Tech Time (Reports)			CA,FA,MF,Conc.	Hour	382	\$68.20	\$26,052.40
Tech Time (Aggr)				Hour	112	\$68.20	\$7,638.40
Tech Time (Conc)				Hour	1072	\$68.20	\$74,000.40
# of Trips (Tech)			248 Trips (50 Miles RT)	Mile	12400	\$6.00	\$74,400.00
**Admin/Clerical				Hour	350	\$61.95	\$21,682.50
						Item Subtotal	\$304,715.72

**Hydraulic Cement Concrete Bridge Sub & Super Str Components - (Class C)**

- Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

9k CY

	TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Coarse Aggr.			QA Test. (QC by Source)				
Decantation	Tex-406-A	Each 20,000 CY (or source)		Each	1	\$65.00	\$65.00
Sieve Analysis	Tex-401-A	Each 1,000 CY (ea source)	5 Sieve	Each	9	\$95.00	\$855.00
Deleterious Mat.	Tex-413-A	Each 20,000 CY (or source)		Each	1	\$77.25	\$77.25
L.A. Abrasion	Tex-410-A	Two Each Source	if CRSQC meets Project Spec -	Each	0	\$520.00	\$0.00
Soundness	Tex-411-A	Two Each Source	if CRSQC meets Project Spec -	Each	0	\$520.48	\$0.00
Fine Aggr.			QA Test. (QC by Source)				
Sand Equivalent	Tex-203-F	Each 1,000 CY (ea source)		Each	9	\$95.50	\$859.50
Organic Imp.	Tex-408-A	One Per Project Per Source		Each	1	\$65.00	\$65.00
Sieve Analysis	Tex-401-A	Each 1,000 CY (ea source)	9 Sieve	Each	9	\$95.00	\$855.00
Fineness Mod.	Tex-402-A	Each 1,000 CY (ea source)		Each	9	\$58.78	\$529.02
Deleterious Mat.	Tex-413-A	Each 20,000 CY (or source)		Each	1	\$77.25	\$77.25
Acid/Insoluble	Tex-612-J	Two Each Source	if CRSQC meets Project Spec -	Each	0	\$0.00	
Mineral Filler			QA Test. (QC by Source)				
Sieve Analysis	Tex-401-A	Two Each Source	if No Mineral Filler utilized in	Each	0	\$95.00	\$0.00
Concrete							
*Strength	Tex-418-A	Each 60 CY(2 Sets = 4 Cyl.)		Each	575	\$23.00	\$13,225.00
Slump	Tex-415-A	One per 2 Sets		Each	144	\$29.90	\$4,305.60
Entrained Air	Tex-416-A	One per 2 Sets		Each	144	\$34.91	\$5,027.44
Temperature	Tex-422-A	One per 2 Sets		Each	144	\$23.59	\$3,395.96
Tech Time (Reports)			CA,FA,MF,Conc.	Hour	236	\$68.20	\$16,095.20
Tech Time (Aggr)				Hour	72	\$68.20	\$4,910.40
Tech Time (Conc)				Hour	1152	\$68.20	\$78,566.40
# of Trips (Tech)			153 Trips (50 Miles RT)	Mile	7650	\$6.00	\$45,900.00
**Admin/Clerical				Hour	215	\$61.95	\$13,319.25
						Item Subtotal	\$188,128.87

**Hydraulic Cement Concrete Drilled Shafts (Brg) - (Class SS)**

- Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

9k CY

	TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Coarse Aggr.			QA Test. (QC by Source)				
Decantation	Tex-406-A	Each 20,000 CY (or source)		Each	1	\$65.00	\$65.00
Sieve Analysis	Tex-401-A	Each 1,000 CY (ea source)	5 Sieve	Each	13	\$95.00	\$1,235.00
Deleterious Mat.	Tex-413-A	Each 20,000 CY (or source)		Each	1	\$77.25	\$77.25
L.A. Abrasion	Tex-410-A	Two Each Source	if CRSQC meets Project Spec -	Each	0	\$520.00	\$0.00
Soundness	Tex-411-A	Two Each Source	if CRSQC meets Project Spec -	Each	0	\$520.48	\$0.00
Fine Aggr.			QA Test. (QC by Source)				
Sand Equivalent	Tex-203-F	Each 1,000 CY (ea source)		Each	13	\$95.50	\$1,241.50
Organic Imp.	Tex-408-A	One Per Project Per Source		Each	1	\$65.00	\$65.00
Sieve Analysis	Tex-401-A	Each 1,000 CY (ea source)	9 Sieve	Each	13	\$95.00	\$1,230.00
Fineness Mod.	Tex-402-A	Each 1,000 CY (ea source)		Each	13	\$58.78	\$764.14
Deleterious Mat.	Tex-413-A	Each 20,000 CY (or source)		Each	1	\$77.25	\$77.25
Acid/Insoluble	Tex-612-J	Two Each Source	if CRSQC meets Project Spec -	Each	0	\$0.00	
Mineral Filler			QA Test. (QC by Source)				
Sieve Analysis	Tex-401-A	Two Each Source	if No Mineral Filler utilized in	Each	0	\$95.00	\$0.00
Concrete							
*Strength	Tex-418-A	Each 60 CY(2 Sets = 4 Cyl.)		Each	820	\$23.00	\$18,860.00
Slump	Tex-415-A	One per 2 Sets		Each	205	\$29.90	\$6,129.50
Entrained Air	Tex-416-A	One per 2 Sets		Each	205	\$34.91	\$7,156.55
Temperature	Tex-422-A	One per 2 Sets		Each	205	\$23.59	\$4,835.95
Tech Time (Reports)			CA,FA,MF,Conc.	Hour	335	\$68.20	\$22,915.20
Tech Time (Aggr)				Hour	104	\$68.20	\$7,096.80
Tech Time (Conc)				Hour	1640	\$68.20	\$114,840.00
# of Trips (Tech)			218 Trips (50 Miles RT)	Mile	10900	\$6.00	\$65,400.00
**Admin/Clerical				Hour	305	\$61.95	\$18,894.75
						Item Subtotal	\$267892.89

**Hydraulic Cement Concrete Unknown - (Class D)**

- Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

9k CY

	TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Coarse Aggr.			QA Test. (QC by Source)				
Decantation	Tex-406-A	Each 20,000 CY (or source)		Each	1	\$65.00	\$65.00
Sieve Analysis	Tex-401-A	Each 1,000 CY (ea source)	5 Sieve	Each	1	\$95.00	\$95.00
Deleterious Mat.	Tex-413-A	Each 20,000 CY (or source)		Each	1	\$77.25	\$77.25
L.A. Abrasion	Tex-410-A	Two Each Source	if CRSQC meets Project Spec -	Each	0	\$520.00	\$0.00
Soundness	Tex-411-A	Two Each Source	if CRSQC meets Project Spec -	Each	0	\$520.48	\$0.00
Fine Aggr.			QA Test. (QC by Source)				
Sand Equivalent	Tex-203-F	Each 1,000 CY (ea source)		Each	1	\$95.50	\$95.50
Organic Imp.	Tex-408-A	One Per Project Per Source		Each	1	\$65.00	\$65.00
Sieve Analysis	Tex-401-A	Each 1,000 CY (ea source)	9 Sieve	Each	1	\$95.00	\$95.00

Fineness Mod.	Tex-402-A	Each 1,000 CY (ea source)		Each	1	\$58.78	\$58.78
Deteriorous Matl.	Tex-413-A	Each 20,000 CY (or source)		Each	1	\$77.25	\$77.25
Acid Insoluble	Tex-612-J	Two Each Source	if CRSQC meets Project Spec -	Each	0		\$0.00
Mineral Filler			QA Test. (QC by Source)				
Sieve Analysis	Tex-401-A	Two Each Source	if No Mineral Filler utilized in	Each	0	\$95.00	\$0.00
Concrete							
Strength	Tex-419-A	Each 60 CY (2 Sets = 4 Cyl.)		Each	4	\$20.00	\$20.00
Slump	Tex-415-A	One per 2 Sets		Each	1	\$20.00	\$20.00
Entrained Air	Tex-416-A	One per 2 Sets		Each	1	\$34.91	\$34.91
Temperature	Tex-422-A	One per 2 Sets		Each	1	\$23.59	\$23.59
Tech Time (Reports)			CA,FA,MF,Conc.	Hour	6	\$68.20	\$409.20
Tech Time (Aggr)				Hour	8	\$68.20	\$545.60
Tech Time (Conc)				Hour	8	\$68.20	\$545.60
# of Trips (Tech)			2 Trips (50 Miles RT)	Mile	100	\$6.00	\$600.00
**Admin/Clerical				Hour	4	\$61.95	\$247.80
						Item Subtotal	\$3,157.38

#### Hydraulic Cement Concrete Misc. - Riprap (Class A)

• Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.

• Concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

						4k CY	
							Total
Concrete							
*Strength	Tex-418-A	Each 180 CY (1 Set = 2 Cyl.)	Adjust Per Str & Placement	Each	44	\$21.00	\$1,012.00
Slump	Tex-415-A	Not Required	Not Required	Each	0	\$20.00	\$0.00
Entrained Air	Tex-416-A	One per Set		Each	22	\$34.91	\$768.02
Temperature	Tex-422-A	Not Required	Not Required	Each	0	\$23.59	\$0.00
Tech Time (Reports)			Conc.	Hour	44	\$68.20	\$3,000.80
Tech Time (Aggr)		Not Required		Hour	0	\$68.20	\$0.00
Tech Time (Conc)				Hour	88	\$68.20	\$6,001.60
# of Trips (Tech)			22 Trips (50 Miles RT)	Mile	1100	\$6.00	\$6,600.00
**Admin/Clerical				Hour	16	\$61.95	\$1,115.10
						Item Subtotal	\$18,497.32

#### Batching for Hydraulic Cement Concrete - Inspection of Batching at Plant (1 Tech per Plant, Reports)

• Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.

• Concrete batching at the plants to insure delivery of acceptable material to the job site (as required). Exception is Concrete for Pavement (Class P)

	TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Concrete							
Tech Time (Conc)				Hour	4664	\$68.20	\$318,084.80
# of Trips (Tech)			583 Trips (50 Miles RT)	Mile	29150	\$6.00	\$174,900.00
Tech Time (Reports)				Hour	292	\$68.20	\$19,914.40
**Admin/Clerical				Hour	570	\$61.95	\$35,311.50
						Item Subtotal	\$548,210.70

\* Concrete Strength testing includes strength testing of cylinder specimens (breaks) as well as preparation, holding and curing of strength specimen costs

#### Summary

Sub-Total (CMT Items) =		\$2,375,150.38
Engineer(Coor. w/ Client / Rpt. Rev.)	(1036 hrs x 133.98 Hr.)	\$138,803.28
Construction Materials Testing Sub-Total (Road, Brdg, Misc.)		\$2,513,953.66
Contingency (Estimated at 10%)		\$251,395.37
Construction Materials Testing Total (ALL):		\$2,765,349.03

**ATTACHMENT F****WORK SCHEDULE**

HCRMA Construction & Materials Testing Services  
TOLL365 (SH 365)

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

## **ATTACHMENT H**

### **DBE PARTICIPATION**

## ATTACHMENT H-MOU

### MEMORANDUM OF UNDERSTANDING REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS ENTERPRISE PROGRAM BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

This Memorandum of Understanding is by and between the **TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT")**, an agency of the State of Texas; and the Hidalgo County Regional Mobility Authority, a mobility authority created under the provisions of Chapter 370, Texas Transportation Code (the "RMA").

Whereas, from time to time from the Authority receives federal funds from the Federal Highway Administration ("FHWA") through TxDOT to assist the Authority with the construction and design of projects partially or wholly funded through FHWA; and

Whereas, the Authority, as a sub-recipient of federal funds, is required by 49 CFR 26, to implement a program for disadvantaged business enterprises ("DBEs"), as defined by 49 CFR 26 ("DBE Program"); and

Whereas, TxDOT has implemented a DBE Program that is approved by the Federal Highway Administration (FHWA) pursuant to 49 CFR part 26; and

Whereas, as a condition of receiving federal funds from FHWA through TxDOT, certain aspects of the Authority's procurement of construction and design services are subject to review and/or concurrence by TxDOT; and

Whereas, the Authority and TxDOT undertake substantially similar roadway construction projects and design projects and construct and design their respective projects using substantially the same pool of contractors; and

Whereas, the Authority desires to implement a federally compliant DBE Program by adopting the TxDOT approved program, as recommended by FHWA; and

Whereas, TxDOT and the Authority find it appropriate to enter into this Memorandum of Understanding to memorialize the obligations, expectations and rights each has as related to the Authority's adoption of the TxDOT DBE Program to meet the federal requirements;

Now, therefore, TxDOT and the Authority, in consideration of the mutual promises, covenants and conditions made herein, agree to and acknowledge the following:

(1) TxDOT has developed a DBE Program and annually establishes a DBE goal for Texas that are federally approved and compliant with 49 CFR 26 and other applicable laws and regulations.

(2) The Authority anticipates being a sub-recipient of federal assistance for construction projects and design projects and, in accordance with 49 CFR § 26.21, must implement a federally approved DBE Program. The Authority receives its federal assistance through TxDOT. As a sub-recipient, the Authority has the option of developing its own program or adopting and operating under TxDOT's federally approved DBE Program. The FHWA recommends that sub-recipients, such as the Authority, adopt the DBE program, administered through TxDOT, and the Authority by its prescribed protocol adopted the TxDOT DBE Program on August 8, 2007.

(3) This Memorandum of Understanding evidences FHWA's and TxDOT's consent to the adoption of the TxDOT DBE Program by the Authority to achieve its DBE participation in federally assisted Construction  
158111-1 163.000

## ATTACHMENT H-MOU

### MEMORANDUM OF UNDERSTANDING REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS ENTERPRISE PROGRAM BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

and Design Projects.

(4) The parties will work together in good faith to assure effective and efficient implementation of the DBE Program for the Authority and for TxDOT.

(5) the Authority and TxDOT have agreed upon the following delegation of responsibilities and obligations in the administration of the DBE Program adopted by the Authority:

(a) The Authority will be responsible for project monitoring and data reporting to TxDOT. The Authority will furnish to TxDOT any required DBE contractor compliance reports, documents or other information as may be required from time to time to comply with federal regulations. TxDOT will provide the necessary and appropriate reporting forms, if any, to the Authority.

(b) The Authority will recommend contract-specific DBE goals, if any, consistent with TxDOT's DBE guidelines and in consideration of the local market, project size, and nature of the good(s) or service(s) to be acquired. The Authority's recommendation may be that no DBE goals are set on any particular project or portion of a project or that proposed DBE goals be modified. The Authority and TxDOT will work together to achieve a mutually acceptable goal; however, TxDOT will retain final decision-making authority on those issues.

(c) TxDOT will cooperate with the Authority in an effort to meet the timing and other requirements of the Authority's projects.

(d) The Authority will be solely responsible for the solicitation and structuring of bids and bid documents to procure goods and services for its Construction and Design Projects and will be responsible for all costs and expenses incurred in its procurements.

(e) The DBEs eligible to participate on TxDOT construction projects or design projects also will be eligible to participate on the Authority's construction projects or design projects subject to the DBE Program, unless otherwise prohibited from bidding on a the Authority's project under applicable law or the Authority's procurement policy. The DBEs will be listed on TxDOT's website under the Texas Unified Certification Program (TUCP).

(f) The Authority will conduct investigations and provide reports with recommendations to TxDOT concerning any DBE Program compliance issues that may arise due to project specific requirements such as Good Faith Effort (GFE), Commercially Useful Function (CUF), etc. The Authority and TxDOT will work together to achieve a mutually acceptable goal; however, TxDOT will retain final decision-making authority on those issues and reserves the right to perform compliance reviews by TxDOT's Office of Civil Rights (OCR).

(g) The Authority will designate a liaison officer to coordinate efforts with TxDOT's DBE Program administrators and to respond to questions from the public and private sector regarding the Authority's administration of the DBE Program through TxDOT.

(h) The Authority will be responsible for providing TxDOT with DBE project awards and DBE Commitments, monthly DBE reports, DBE Final Reports, DBE shortfall reports, and annual and updated goal analysis and reports.

(i) TxDOT will be responsible for maintaining a directory of firms eligible to participate in the DBE Program, and providing business development and outreach programs. The Authority and TxDOT will work cooperatively to provide supportive services and outreach to DBE firms in the Hidalgo County area.

## ATTACHMENT H-MOU

### MEMORANDUM OF UNDERSTANDING REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS ENTERPRISE PROGRAM BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

(j) The Authority will submit DBE semi-annual progress reports to TxDOT.

(k) The Authority will participate in TxDOT sponsored training classes to include topics on DBE Annual Goals, DBE Goal Setting for Construction Projects and Design Projects, DBE Contract Provisions, and DBE Contract Compliance, which may include issues such as DBE Commitments, DBE Substitution, and Final DBE Clearance. TxDOT will include DBE contractors performing work on the Authority projects in the DBE Education and Outreach Programs.

(6) In the event there is a disagreement between TxDOT and the Authority about the implementation of the TxDOT DBE Program by the Authority, the parties agree to meet within ten (10) days of receiving a written request from the other party of a desire to meet to resolve any disagreement. The parties will make good faith efforts to resolve any disagreement as efficiently as is reasonably possible in consultation with FHWA. Non-compliance by the Authority can result in restitution of federal funds to TxDOT and withholding of further federal funds upon consultation with FHWA.

(7) This Memorandum of Understanding becomes effective upon execution by all parties and automatically renews each year unless a party notifies the other parties of its intent to terminate the agreement.

(8) If this Memorandum of Understanding is terminated for any reason, the Authority will be allowed reasonable time in which to seek approval from FHWA for an alternative DBE Program, without being deemed non-compliant with 49 CFR Part 26.

(9) This Memorandum of Understanding applies only to projects for which the Authority is a sub-recipient of federal funds through TxDOT. The Authority may also implement a Minority and Women-Owned Small Business Enterprise (M/W/SBE) policy and program that applies to projects for which it is not a sub-recipient of federal funds through TxDOT and which are not subject to the TxDOT DBE Program. The Authority may, at its option, use some aspects of the TxDOT DBE Program and other similar programs in implementing its other policies and programs for its non-federally funded projects.

(10) The following attachments to this Memorandum of Understanding ("MOU") are incorporated as if fully set out herein for all purposes: Attachment A - FHWA Memorandum HCR-1/HIF-1 (relating to access required by the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973); Attachment B - SPECIAL PROVISION 000-461; Attachment C - Comprehensive Development Agreement (CDA) DBE Provisions (with TxDOT's DBE Program attached); and Attachment D - 49 CFR §26.13 (contractual assurances). In the case of any conflict between the SPECIAL PROVISION and CDA DBE Provisions and TxDOT's DBE Program, the provisions of the first two documents shall prevail in regard to CDAs only.

(11) The following procedure shall be observed by the parties in regard to any notifications:

(a) Any notice required or permitted to be given under this Memorandum of Understanding shall be in writing and may be effected by personal delivery, by hand delivery through a courier or a delivery service, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party, at the following address:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY:

Dennis Burleson  
Chairman  
c/o LRGVDC  
311 N. 15th Street

158111-1 163.000

## ATTACHMENT H-MOU

### MEMORANDUM OF UNDERSTANDING REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORTATION'S FEDERALY-APPROVED DISADVANTAGED BUSINESS ENTERPRISE PROGRAM BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

McAllen, Texas 78501-4705

With a copy to:

Blakely L. Fernandez  
Tuggey Rosenthal Pauerstein Sandoloski Agather LLP  
755 E. Mulberry, Ste. 200  
San Antonio, Texas 78212

TEXAS DEPARTMENT OF TRANSPORTATION

Amadeo Saenz, Jr. P.E.  
Executive Director  
125 E. 11th Street  
Austin, Texas 78701

(b) Notice by personal delivery or hand delivery shall be deemed effective immediately upon delivery, provided notice is given as required by Paragraph (a) hereof. Notice by registered or certified mail shall be deemed effective three (3) days after deposit in a U.S. mailbox or U.S. Post Office, provided notice is given as required by Paragraph (a) hereof.

(c) Either party hereto may change its address by giving notice as provided herein.

(12) This Memorandum of Understanding may be modified or amended only by written instrument, signed by both the Authority and the TxDOT and dated subsequent to the date(s) of this MOU. Except as authorized by the respective parties, no official, employee, agent, or representative of the parties has any authority, either express or implied, to modify or amend this MOU.

(13) The provisions of this MOU are severable. If any clause, sentence, provision, paragraph, or article of this MOU, or the application of this MOU to any person or circumstance is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not impair, invalidate, nullify, or otherwise affect the remainder of this MOU, but the effect thereof shall be limited to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or unenforceable, and the application of such clause, sentence, provision, paragraph, or article to other persons or circumstances shall not be affected; provided, however, the Authority and TxDOT may mutually agree to terminate this Memorandum of Understanding.

(14) The following provisions apply in regard to construction of this MOU:

(a) Words of any gender in this MOU shall be construed to include the other, and words in either number shall be construed to include the other, unless the context in this MOU clearly requires otherwise.

(b) When any period of time is stated in this MOU, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday, or national holiday, or state or county holiday, these days shall be omitted from the computation. All hours stated in this MOU are stated in Central Standard Time or in Central Daylight Savings Time, as applicable.

(15) This Memorandum of Understanding shall not be construed in any way as a waiver by the parties of any immunities from suit or liability that parties may have by operation of law, and the parties hereby retain all of their respective affirmative defenses.

158111-1 163.000

ATTACHMENT H-MOU

**MEMORANDUM OF UNDERSTANDING  
REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF  
TRANSPORTATION'S FEDERALY-APPROVED DISADVANTAGED BUSINESS  
ENTERPRISE PROGRAM BY  
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

EXECUTED by TxDOT and the Authority, acting through each duly authorized official and effective on the latest date signed.

The signatories below confirm that they have the authority to execute this MOU and bind their principles.

TEXAS DEPARTMENT OF TRANSPORTATION

HIDALGO COUNTY REGIONAL MOBILITY  
AUTHORITY

By: Amadeo Saenz  
Amadeo Saenz, Jr. P.E.  
Executive Director

Date: 3/13/08

By: Dennis Burleson  
Dennis Burleson  
Chairman

Date: 2/13/2008

**Attachment H-Instructions**  
**As Per 49CFR 26.21**

The following pages contain six (6) different Attachments to Attachment H covering participation of HUB and DBE providers and subproviders. The correct form to use is determined by whether the Agreement is funded in whole or part by federal funds State funds or Authority funds, and whether or not a HUB/DBE goal has been set for the Agreement. The following pages contain separate reporting forms for federally funded DBE participation and Authority funded HUB participation. **Select the forms that are appropriate for your Agreement and delete the rest along with these instructions from the final Agreement.**

**Federally Funded Contracts**

**Attachment H-FG, Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts**

- ◆ This provision is applicable to federally funded contracts with assigned DBE goals.
- ◆ The appropriate forms for this provision are Attachments H-1, H-2, H-3 and H-4 and H-5. A copy of each form is required in the contract.
- ◆ Note: if the contract requires work authorizations, a completed Attachment H-2 will be required with each Work Authorization, if a DBE will be performing work. If a non-DBE subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form.
- ◆ Attachment H-3 must be submitted monthly to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report.
- ◆ Attachment H-3 must be submitted with each invoice to the appropriate agency contact for payment.

**Attachment H-FN, Disadvantaged Business Enterprise (DBE) for Race Neutral Professional or Technical Services Contracts**

- ◆ This provision is applicable to federally funded contracts with no DBE goal assigned.
- ◆ If no subcontractors will be used, the appropriate forms for this provision are Attachments H-3 and H-5. A copy of each form is required in the contract.
- ◆ Note: If subcontractors are used, the required forms would be Attachments H-1, H-2, H-3, H-4 and H-5. A copy of each form is required in the contract.
- ◆ Attachment H-3 must be submitted monthly to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report.
- ◆ Attachment H-3 must be submitted with each invoice to the appropriate agency contact for payment.

**Attachment H-3, Texas Department of Transportation Subprovider Monitoring System for Federally Funded Contracts. This is a Monthly Progress Assessment Report.**

- ◆ Required for all federally funded contracts.
- ◆ This form is required monthly and must be submitted to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report.
- ◆ This form must be submitted with each invoice to the appropriate agency contact for payment.

**Attachment H-5, Federal Subprovider and Supplier Information**

Required for all federally funded contracts.

## Attachment H-Instructions (Continued)

<b>State Funded Contracts</b>
<b>Attachment H-SG, Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts, State of Texas HUB Subcontracting Plan Required</b> <ul style="list-style-type: none"><li>◆ This provision is applicable to state funded contracts with a HUB goal assigned.</li><li>◆ The appropriate reporting forms for this provision are Attachments H-1, H-2, H-4, and H-6 (Texas Building and Procurement Commission [TBPC] State of Texas HUB Subcontracting Plan (HSP), Prime Contractor Assessment Report). A copy of each form is required in the contract.</li><li>◆ Note: if the contract requires work authorizations, a completed Attachment H-2 will be required with each Work Authorization, if a HUB will be performing work. If a non-HUB subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form.</li><li>◆ Attachment H-6 will be required monthly and must be submitted to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report.</li><li>◆ Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.</li></ul>
<b>Attachment H-SN, Historically Underutilized Business (HUB) Participation for State Funded Professional or Technical Services Contracts, No State of Texas HUB Subcontracting Plan Required</b> <ul style="list-style-type: none"><li>◆ This provision is applicable to state funded contracts with no HUB subcontracting plan required and no HUB goal assigned. If no subcontractors are used, the appropriate forms for this provision are Attachments H-1 and H-6.</li><li>◆ Note: If subcontractors are used, the required forms would be Attachments H-1, H-2, H-4 and H-6. A copy of each form is required in the contract.</li><li>◆ Attachment H-6 must be submitted monthly to the AUTHORITY Office even though there is no invoice being submitted or subcontracting to report.</li><li>◆ Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.</li></ul>
<b>Attachment H-6, HUB Subcontracting Plan (HSP) Prime Contractor Professional Assessment Report. This is a Monthly Progress Assessment Report. This is a Texas Building and Procurement Commission (TBPC) form and cannot be altered.</b> <ul style="list-style-type: none"><li>◆ Required for all State funded contracts.</li><li>◆ Attachment H-6 is required monthly and should be submitted to the AUTHORITY Office. This is a requirement even though there is no invoice being submitted or subcontracting to report.</li><li>◆ A copy of Attachment H-6 must be submitted when supplying an invoice to the appropriate agency contact for payment.</li><li>◆ The “Object Code” section(s) on this form should remain blank.</li></ul>

**ATTACHMENT H-FG**  
**Disadvantaged Business Enterprise (DBE)**  
**for Federal-Aid Professional or Technical Services Contracts**

- 1) **PURPOSE.** The purpose of this attachment is to carry out the Authority and the U.S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of the AUTHORITY and DOT assisted contracts and creating a level playing field on which firms owned and controlled by minority or socially and economically disadvantaged individuals can compete fairly for the AUTHORITY and DOT assisted contracts.
- 2) **POLICY.** It is the policy of the AUTHORITY and DOT and the Texas Department of Transportation (henceforth the "Department") that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, Subpart A and the Department's Disadvantaged Business Enterprise Program, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, and the Department's Disadvantaged Business Enterprise Program, apply to this contract as follows.
  - a. The Provider will offer Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, Subpart A and the Authority/Department Disadvantaged Business Enterprise Program, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Provider shall make a good faith effort to meet the Disadvantaged Business Enterprise goal for this contract.
  - b. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. The requirements of this Special Provision shall be physically included in any subcontract.
  - c. When submitting the contract for execution by the Authority, the Provider must complete and furnish Attachment H-1 which lists the commitments made to certified DBE subprovider(s) that are to meet the contract goal and Attachment H-2 which is a commitment agreement(s) containing the original signatures of the Provider and the proposed DBE(s). For Work Authorization Contracts, Attachment H-1 is required at the time of submitting the contract for execution by the Authority/Department. Attachment H-2 will be required to be completed and attached with each work authorization number that is submitted for execution, if the DBE will be performing work. Any substitutions or changes to the DBE subcontract amount shall be subject to prior written approval by the Authority/Department. If non-DBE subprovider is performing work, insert N/A (not applicable) on the line provided.
  - d. Failure to carry out the requirements set forth above shall constitute a material breach of this contract and may result; in termination of the contract by the Authority/Department; in a deduction of the amount of DBE goal not accomplished by DBEs from the money due or to become due to the Provider, not as a penalty but as liquidated damages to the Authority/Department; or such other remedy or remedies as the Authority/Department deems appropriate.
- 3) **DEFINITIONS.**
  - a. "Authority/Department" means Hidalgo County Regional Mobility Authority (HCRMA) and the Texas Department of Transportation (TxDOT).
  - b. "Federal-Aid Contract" is any contract between the Texas Department of Transportation and a Provider which is paid for in whole or in part with U. S. Department of Transportation (DOT) financial assistance.
  - c. "Provider" is any individual or company that provides professional or technical services.
  - d. "DBE Joint Venture" means an association a DBE firm and one (1) or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work

**ATTACHMENT H-FG**  
**Disadvantaged Business Enterprise (DBE)**  
**for Federal-Aid Professional or Technical Services Contracts**

of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest.

- e. "Disadvantaged Business Enterprise (DBE)" means a firm certified as such by the Authority/Department in accordance with 49 CFR Part 26.
- f. "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.
- g. "Race-neutral DBE Participation" means any participation by a DBE through customary competitive procurement procedures.

4) **PERCENTAGE GOAL.** The goal for Disadvantaged Business Enterprise (DBE) participation in the work to be performed under this Agreement is **6.0%** of the Agreement amount.

5) **PROVIDER'S RESPONSIBILITIES.** A DBE prime may receive credit toward the DBE goal for work performed by his/her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported to the Authority/Department.

- a. A Provider who cannot meet the contract goal, in whole or in part, shall document the "Good Faith Efforts" taken to obtain DBE participation. The following is a list of the types of actions that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
  - (1) Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.
  - (2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Provider might otherwise prefer to perform the work items with its own forces.
  - (3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - (4) Negotiating in good faith with interested DBEs by making a portion of the work available to DBE subproviders and suppliers and selecting those portions of the work or material needs consistent with the available DBE subproviders and suppliers.
  - (5) The ability or desire of the Provider to perform the work of a contract with its own organization does not relieve the Provider's responsibility to make a good faith effort. Additional costs involved in finding and using DBEs is not in itself sufficient reason for a Provider's failure to meet the contract DBE goal, as long as such costs are reasonable. Providers are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
  - (6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
  - (7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Provider.
  - (8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
  - (9) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, County, State and Federal minority/women business

**ATTACHMENT H-FG**  
**Disadvantaged Business Enterprise (DBE)**  
**for Federal-Aid Professional or Technical Services Contracts**

assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

(10) If the Authority/Department's Director of the Business Opportunity Programs Office determines that the Provider has failed to meet the good faith effort requirements, the Provider will be given an opportunity for reconsideration by the Director of the appropriate Division.

NOTE: The Provider must not cause or allow subproviders to bid their services.

- b. The preceding information shall be submitted directly to the Chair of the Hidalgo County Regional Mobility Authority (Authority) responsible for the project.
- c. The Provider shall make all reasonable efforts to honor commitments to DBE subproviders named in the commitment submitted under Section 2.c. of this attachment. Where the Provider terminates or removes a DBE subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Authority/Department that the originally designated DBE was not able or willing to perform.
- d. The Provider shall make a good faith effort to replace a DBE subprovider that is unable or unwilling to perform successfully with another DBE, to the extent needed to meet the contract goal. The Provider shall submit a completed Attachment H-2 Form for the substitute firm(s). Any substitution of DBEs shall be subject to prior written approval by the Authority /Department. The Authority /Department may request a statement from the firm being replaced concerning its replacement prior to approving the substitution.
- e. The Provider shall designate a DBE liaison officer who will administer the DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.
- f. Providers are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

**6) ELIGIBILITY OF DBEs.**

- a. The Authority/Department certifies the eligibility of DBEs, DBE joint ventures and DBE truck-owner operators to perform DBE subcontract work on DOT financially assisted contracts.
- b. This certification will be accomplished through the use of the appropriate certification schedule contained in this Authority/Department's DBE program.
- c. The Authority/Department publishes a Directory of Disadvantaged Business Enterprises containing the names of firms that have been certified to be eligible to participate as DBEs on DOT financially assisted contracts. The directory is available from the Authority's/Department's Business Opportunity Programs Office. The Texas Unified Certification Program DBE Directory can be found on the Internet at: [http://www.dot.state.tx.us/services/business\\_opportunity\\_programs/tucp\\_dbe\\_directory.htm](http://www.dot.state.tx.us/services/business_opportunity_programs/tucp_dbe_directory.htm) .
- d. Only DBE firms certified at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. and 5.d. above. For purposes of the DBE goal on this contract, DBEs will only be allowed to perform work in the categories of work for which they were certified.

**7) DETERMINATION OF DBE PARTICIPATION.**

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subprovider is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

**ATTACHMENT H-FG**  
**Disadvantaged Business Enterprise (DBE)**  
**for Federal-Aid Professional or Technical Services Contracts**

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract in order for payments to be credited toward meeting the contract goal. A DBE performs a commercially useful function when it is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider may count toward its DBE goal a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Authority/Department's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department.

**8) RECORDS AND REPORTS.**

- a. After submission of the initial commitment reported (Attachment H-1), required by Section 2.c. of this attachment, the Provider shall submit Monthly Progress Assessment Reports (Attachment H-3), after contract work begins, on DBE involvement to meet the goal and for race-neutral participation. One copy of each report is to be sent to the Authority/Department's Business Opportunity Programs Office monthly, in addition one copy is to be submitted with the Provider's invoice. **Only actual payments made to subproviders are to be reported.** These reports will be required until all subprovider activity is completed. The Authority/Department may verify the amounts being reported as paid to DBEs by requesting copies of canceled checks paid to DBEs on a random basis.
- b. DBE subproviders should be identified on the report by name, type of work being performed, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount. These reports will be due within fifteen (15) days after the end of a calendar month. Reports are required even when no DBE activity has occurred in a billing period.
- c. All such records must be retained for a period of four (4) years following final payment or until any investigation, audit, examination, or other review undertaken during the four (4) years is completed, and shall be available at reasonable times and places for inspection by authorized representatives of the Authority or Texas Department of Transportation or the DOT.
- d. Prior to receiving final payment, the Provider shall submit a Final Report (Attachment H-4), detailing the DBE payments. The Final Report is to be sent to the Authority/Department's Business Opportunity Programs Office and one (1) copy to be submitted with the Provider's final invoice. If the DBE goal requirement is not met, documentation of the good faith efforts made to meet the goal must be submitted with the Final Report.

**9) COMPLIANCE OF PROVIDER.** To ensure that DBE requirements of this DOT-assisted contract are complied with, the Authority/Department will monitor the Provider's efforts to involve DBEs during the performance of this contract. This will be accomplished by a review of Monthly Progress Assessment Reports (Attachment H-3), submitted to the Authority/Department's Business Opportunity Programs Office

**ATTACHMENT H-FG**  
**Disadvantaged Business Enterprise (DBE)**  
**for Federal-Aid Professional or Technical Services Contracts**

by the Provider indicating his progress in achieving the DBE contract goal, and by compliance reviews conducted by the Authority/Department. The Monthly Progress Assessment Report (Attachment H-3) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the DBE goal based on actual payments to the DBE subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice. The Provider shall contact the Authority/Department if he/she withholds or reduces payment to any DBE subprovider.

- (1) A DBE firm is paid but does not assume contractual responsibility for performing the service;
- (2) A DBE firm does not perform a commercially useful function;
- (3) Payment is made to a DBE that cannot be linked by an invoice or canceled check to the contract under which credit is claimed;
- (4) Payment is made to a broker or a firm with a brokering-type operation;
- (5) Partial credit is allowed, in the amount of the fee or commission provided the fee or commission does not exceed that customarily allowed for similar services, for a bona fide service, such as professional, technical, consultant, or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract.

A Provider's failure to comply with the requirements of this Special Provision shall constitute a material breach of this contract. In such a case, the Authority/Department reserves the right to terminate the contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Provider, not as a penalty but as liquidated damages to the Authority/Department; or such other remedy or remedies as the Authority/Department deems appropriate.

12/06  
DBE-FED.ATT

## ATTACHMENT H-FN

### **Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts**

It is the policy of the U. S. Department of Transportation (DOT) that DBEs as defined in 49 CFR Part 26, Subpart A, be given the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds and that a maximum feasible portion of the Department's overall DBE goal be met using race-neutral means. Consequently, if there is no DBE goal, the DBE requirements of 49 CFR Part 26, apply to this contract as follows:

The Provider will offer DBEs as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with federal funds. Race-Neutral DBE participation on projects with no DBE goal should be reported on the Attachment H-3 Form. Payments to DBEs reported on Attachment H-3 are subject to the following requirements:

#### **DETERMINATION OF DBE PARTICIPATION.**

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces must be reported as race-neutral DBE participation. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work should not be reported unless the subcontractor is itself a DBE.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider must report a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Authority's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority.

The Provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a material breach of this contract and, may result in termination of the contract by the Authority/Department or other such remedy as the Authority/Department deems appropriate.

12/06

DH-0GOAL.ATT

## ATTACHMENT H-SG (NOT APPLICABLE)

### **Historically Underutilized Business for State Funded Professional or Technical Services Contracts HUB Goal Assigned-State of Texas Subcontracting Plan Required**

- 1) **POLICY.** It is the policy of the Authority/Department to ensure that HUBs shall have an equal opportunity to participate in the performance of contracts; to create a level playing field on which HUBs can compete fairly for contracts and subcontracts; to ensure nondiscrimination on the basis of race, color, national origin, or gender in the award and administration of contracts; to help remove barriers to the participation of HUBs in department contracts; and, to assist in the development of firms that can compete successfully in the market place outside the HUB program. Consequently, the HUB requirements of the Authority/Department's HUB Program apply to this contract as follows:
  - (1) The Provider agrees to insure that they shall take all necessary and reasonable steps to meet the HUB goal for this contract.
    - a. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.
    - b. When submitting the contract for execution by the Authority, the Provider must complete and furnish Attachment H-1 which lists the commitments made to all subproviders, including certified HUB subprovider(s) that are to meet the contract goal, and Attachment H-2 which is a commitment agreement(s) containing the original signatures of the Provider and HUB(s) that were indicated in the original submitted Authority/State of Texas HUB Subcontracting Plan (HSP) in Section 8. For Work Authorization Contracts, Attachment H-1 is required at the time of submitting the contract for execution by the Department. Attachment H-2 will be required to be completed and attach with each work authorization number that is submitted for execution, if the HUB will be performing work. If non-HUB subprovider is performing work, insert N/A (not applicable) on the line provided. A prime must allow a HUB maximum opportunity to perform the work by not creating unnecessary barriers or artificial requirements for the purpose of hindering a HUB's performance under the contract. Any substitutions or changes to the HSP, in addition to any changes to the original contract award, shall be subject to prior written approval by the Department. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.
    - c. Failure to carry out the requirements set forth above shall constitute a breach of contract and may result in a letter of reprimand; in termination of the contract by the Authority; in a deduction from money due or to become due to the Provider, not as a penalty but as damages to the Department's HUB Program; or such other remedy or remedies as the Department deems appropriate.
- 2) **DEFINITIONS.**
  - g. "Authority/Department" means Hidalgo County Regional Mobility Authority (HCRMA) and the Texas Department of Transportation (TxDOT).
  - a. "Agreement" is the agreement between the Authority and a Provider.
  - b. "Provider" is any individual or company that provides professional or technical services.
  - c. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit which combines their property, capital, efforts, skills and knowledge.
  - d. "Historically Underutilized Business (HUB)" means any business so certified by the Texas Building and Procurement Commission.
- 3) **PERCENTAGE GOAL.** The goal for Historically Underutilized Business (HUB) participation in the work to be performed under this contract is 6.0% of the contract amount.

## **ATTACHMENT H-SG (NOT APPLICABLE)**

4) **PROVIDER'S RESPONSIBILITIES.** A Provider (HUB or non-HUB) must perform a minimum of 30% of the contract with its employees (as defined by the Internal Revenue Service). The contract is subject to the HSP Good Faith Effort Requirements.

- a. A Provider who cannot meet the contract goal, in whole or in part, should have documented any of the following and other efforts made as a "Good Faith Effort" to obtain HUB participation.
  - (1) Whether the prime advertised in general circulation, trade association, and/or minority/women focus media concerning subcontracting opportunities.
  - (2) Whether the prime provided written notice to at least three (3) qualified HUBs allowing sufficient time for HUBs to participate effectively.
  - (3) Whether the prime documented reasons for rejection or met with the rejected HUB to discuss the rejection.
  - (4) Whether the prime provided qualified HUBs with adequate information about bonding, insurance, the plans, the specifications, scope of work and requirements of the contract.
  - (5) Whether the prime negotiated in good faith with qualified HUBs, not rejecting qualified HUBs who are also the lowest responsive bidder.
  - (6) Whether the prime used the services of available minority and women community organizations, contractor's groups, local, state, and federal business assistance offices, and other organizations that provide support services to HUBs.

NOTE: The Provider must not cause or allow subproviders to bid their services.

- b. The preceding information shall be submitted directly to the Chair of the Authority responsible for the contract.
- c. The Provider shall make all reasonable efforts to honor commitments to HUB subproviders named in the original HSP in Section 8. Where the Provider terminates or removes a HUB subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Authority/Department that the originally designated HUB was not able or willing to perform. The term "unable" includes, but is not limited to, a firm that does not have the resources and expertise to finish the work and/or a firm that substantially increases the time to complete the project.
- d. The Provider shall make all reasonable efforts to replace a HUB subprovider that is unable or unwilling to perform successfully with another HUB and must meet the HSP Good Faith Effort Requirements. Any substitution of HUBs shall be subject to prior written approval by the Authority. The Authority will request a statement from the firm being replaced concerning its replacement prior to approving the substitution. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.
- e. The Provider shall designate a HUB liaison officer who will administer the Provider's HUB program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with HUBs.

5) **ELIGIBILITY OF HUBs.**

- a. The Texas Building and Procurement Commission (TBPC) certifies the eligibility of HUBs.
- b. The TBPC maintains a directory of certified HUBs. The HUB Directory is available through the TxDOT Department's Business Opportunity Programs Office and through the Internet at the TBPC's Website (<http://www2.tbpc.state.tx.us/cmbl/hubonly.html> ).
- c. Only HUB firms certified and identified in specific categories and classes at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. above.
- d. If during the course of the contract it becomes necessary to substitute another HUB firm for a firm named in the information submitted by the Provider as required by Section 2.c. above, then only certified HUBs will be considered eligible as a substituted firm. The Provider's written request for

## **ATTACHMENT H-SG (NOT APPLICABLE)**

substitutions of HUB subproviders shall be accompanied by a detailed explanation, which should substantiate the need for a substitution. The Authority/Department will verify the explanation with the HUB firm being replaced before giving approval of the substitution. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.

e. The 73rd Legislature passed Texas Civil Statutes, Article 601i, relative to contracts between governmental entities and certain disadvantaged businesses. The Statute provides for civil penalties for persons who falsely claim disadvantaged business status and for the general contractor who knowingly contracts with a person claiming to be a disadvantaged business.

**6) DETERMINATION OF HUB PARTICIPATION.**

A firm must be an eligible HUB and perform a professional or technical function relating to the project. Proof of payment, such as copies of canceled checks, properly identifying the Authority's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department. A HUB subprovider, with prior written approval from the Authority/Department, may subcontract 70% of a contract as long as the HUB subprovider performs a commercially useful function. All subcontracts shall include the provisions required in the subcontract and shall be approved as to form, in writing, by the Authority/Department prior to work being performed under the subcontract. A HUB performs a commercially useful function when it is responsible for a distinct element of the work of a contract; and actually manages, supervises, and controls the materials, equipment, employees, and all other business obligations attendant to the satisfactory completion of contracted work. If the subcontractor uses an employee leasing firm for the purpose of providing salary and benefit administration, the employees must in all other respects be supervised and perform on the job as if they were employees of the subcontractor.

**7) COMPLIANCE OF PROVIDER.**

To ensure that HUB requirements of this contract are complied with, the Authority/Department will monitor the Provider's efforts to involve HUBs during the performance of this contract. This will be accomplished by a review of the monthly Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) submitted to the AUTHORITY Office by the Provider indicating his/her progress in achieving the HUB contract goal, and by compliance reviews conducted by the Authority/Department. The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the HUB goal based on actual payments to the HUB subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice.

- (1) Payments to brokers or firms with a brokering type operation will be credited only for the amount of the commission;
- (2) Payments to a joint venture will not be credited unless all partners in the joint venture are HUBs;
- (3) Payments to a HUB subprovider who has subcontracted a portion of the work required under the subcontract will not be credited unless the HUB performs a commercially useful function;
- (4) Payments to a HUB will not be credited if the firm does not provide the goods or perform the services paid for;
- (5) Payments made to a HUB that cannot be linked by an invoice or canceled check to the contract under which credit is claimed will not be credited.

A Provider must not withhold or reduce payments to any HUB without a reason that is accepted as standard industry practice. A HUB prime or subprovider must comply with the terms of the contract or subcontract. Work products, services, and commodities must meet contract specifications whether performed by a prime or subprovider.

## **ATTACHMENT H-SG (NOT APPLICABLE)**

A Provider's failure to meet the HUB goal and failure to demonstrate to the Authority/Department's satisfaction sufficient "Good Faith Effort" on his/her part to obtain HUB participation shall constitute a breach of contract. In such a case, the Authority/Department reserves the right to issue a letter of reprimand; to deduct the amount of HUB goal not accomplished by HUBs from the money due or to become due the Provider, not as a penalty but as damages to the Authority/Department's HUB program; or such other remedy or remedies as the Authority/Department deems appropriate.

**8) RECORDS AND REPORTS.**

- a. After submission of the initial commitment (Attachment H-1), required by Section 2.c. of this attachment, the Provider shall submit State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) at a minimum monthly, after contract work begins, on subcontracting involvement. One copy of the State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) is to be sent to the Authority/Department's Office monthly. In addition, the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) must be submitted with the Provider's invoice. All payments made to subproviders are to be reported. **The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Reports are required monthly even during months when no payments to subproviders have been made.** The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report will be required until all work on the contract has been completed. The Authority/Department may verify the amounts being reported as paid to HUBs by requesting copies of canceled checks paid to HUBs on a random basis.
- b. Subproviders should be identified on the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) by name, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount.
- c. All such records must be retained for a period of four years following final payment, or until an investigation, audit, examination, or other review undertaken during the four years, and shall be available at reasonable times and places for inspection by authorized representatives of the Authority/Department and other agencies.
- d. Prior to receiving final payment, the Provider shall submit a Final Report (Attachment H-4), detailing the subprovider payments to the AUTHORITY Office of the Authority, and one copy to the Authority/Department with the Provider's final invoice.

12/06  
HUB.ATT

## **ATTACHMENT H-SN (NOT APPLICABLE)**

### **Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts No State of Texas HUB Subcontracting Plan Required**

#### **POLICY**

It is the policy of the Authority/Department to ensure that HUBs shall have an equal opportunity to participate in the performance of contracts; to create a level playing field on which HUBs can compete fairly for contracts and subcontracts; to ensure nondiscrimination on the basis of race, color, national origin, or gender in the award and administration of contracts; to help remove barriers to the participation of HUBs in Authority contracts; and, to assist in the development of firms that can compete successfully in the market place outside the HUB program.

Subcontracting participation on projects with no HUB Subcontracting Plan Required should be reported on the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report, the Attachment H-6 Form. Payment to non-HUBs subproviders must be reported on Attachment H-6. Payments to HUBs reported on Attachment H-6 are subject to the following requirements:

#### **DETERMINATION OF HUB PARTICIPATION.**

A firm must be an eligible HUB and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible HUB, the total amount paid to the HUB should be reported as race-neutral HUB participation.

A HUB subprovider may subcontract no more than 70% of a contract. The HUB subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the HUB; and equipment owned or rented directly by the HUB.

A provider must report a portion of the total value of the contract amount paid to a HUB joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the HUB.

Proof of payment, such as copies of canceled checks, properly identifying the Authority/Department's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department.

The provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

#### **REQUIRED FORMS.**

If subcontractors are used under the contract that has no stated HUB goal, Attachments H-1, H-2, H-4 and H-6 are required. Attachments H-1 and H-6 are required if no subcontractors are being used to perform work under this contract.

Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) **is required monthly even when no subcontracting activity has occurred.** In addition, Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) should be submitted with the Provider's invoice.

## ATTACHMENT H-1

### Subprovider Monitoring System Commitment Worksheet

Contract #: \_\_\_\_\_ Assigned Goal: 6.0% Federally Funded \_\_\_\_\_ County Funded \_\_\_\_\_  
Prime Provider: L&G Consulting Engineers, Inc. Total Contract Amount:  \${Contract Amt}  
Prime Provider Info: DBE \_\_\_\_\_ HUB \_\_\_\_\_ Both \_\_\_\_\_  
Vendor ID #: \_\_\_\_\_ DBE/HUB Expiration Date: \_\_\_\_\_  
(First 11 Digits Only)

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

Subprovider(s) (List All)	Type of Work	Vendor ID # (First 11 Digits Only)	D=DBE H=HUB	Expiration Date	\$ Amount or % of Work *
<b>Subprovider(s) Contract or % of Work* Totals</b>					

\*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total DBE or HUB Commitment Dollars \$0.00 (DBE)

Total DBE or HUB Commitment Percentages of Contract 0% (DBE)  
(Commitment Dollars and Percentages are for Subproviders only)

12/06

DBEH1.AT

**ATTACHMENT H-2**  
**Subprovider Monitoring System Commitment Agreement**

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

Contract #: \_\_\_\_\_ Assigned Goal: % Prime Provider L&G Consulting Engineers, Inc.

Work Authorization (WA)#: \_\_\_\_\_ WA Amount: \$0 Date: \_\_\_\_\_

Supplemental Work Authorization (SWA) #: \_\_\_\_\_ to WA #: \_\_\_\_\_ SWA Amount: \_\_\_\_\_

Revised WA Amount: \_\_\_\_\_

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

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

<b>Provider Name:</b> <u>L&amp;G Consulting Engineers, Inc.</u> <b>Address:</b> <u>900 S. Steward Rd., Ste. 10,</u> <u>Mission, TX 78572</u> <b>VID Number:</b> <b>PH:</b> & <b>FAX:</b> <u>956-585-1909</u> <b>Email:</b> <u>jacinto@lgengineers.com</u>	<b>Name:</b> <u>Jacinto Garza, P.E.</u> <i>(Please Print)</i> <b>Title:</b> <u>President / CEO</u>  <b>Signature</b> <b>Date</b>
<b>DBE/HUB Sub Provider</b> <b>Subprovider Name:</b> <b>VID Number:</b> <b>Address:</b> <b>PH:</b> <b>Email:</b>	<b>Name:</b> _____ <i>(Please Print)</i> <b>Title:</b> _____  <b>Signature</b> <b>Date</b>
<b>Second Tier Sub Provider</b> <b>Subprovider Name:</b> <b>VID Number:</b> <b>Address:</b> <b>Phone #&amp; Fax #:</b> <b>Email:</b>	<b>Name:</b> _____ <i>(Please Print)</i> <b>Title:</b> _____  <b>Signature</b> <b>Date</b>

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

**ATTACHMENT H-3**  
**Subprovider Monitoring System for Federally Funded Contracts**  
**Progress Assessment Report for month of (Mo./Yr.)**

Contract #: \_\_\_\_\_  
Date of Execution: \_\_\_\_\_  
Prime Provider: \_\_\_\_\_  
Work Authorization No.: \_\_\_\_\_  
***If no subproviders are used on this contract, please indicate***

Original Contract Amount:  
Approved Supplemental Agreements:  
Total Contract Amount:  
Work Authorization Amount:  
***st line under Subproviders.***

### *1st line under Subproviders.*

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

11. Copy with Invoice Hidalgo County Regional Mobility Authority, Office

---

Print Name - Company Official /DBE Liaison Officer

Signature

Phone

---

Date

**HCRMA Construction Material Testing Laboratory Services Agreement for L&G Consulting Engineers, Inc  
for 365 Tollway Project / Segment 1 & 2**

**ATTACHMENT H-4**

**Subprovider Monitoring System  
Final Report**

The Final Report Form should be filled out by the Prime Provider and submitted to the Contract Manager and the Business Opportunity Programs Office for review upon completion of the contract. The report should reflect **all subcontract activity** on the project. The report will aid in expediting the final estimate for payment. If the HUB or DBE goal requirements were not met, documentation supporting good faith efforts must be submitted.

DBE Goal: 6.0 %

**OR**

HUB Goal:        %

Total Contract Amount: \$0

Total Contract Amount:   \${Contract Amt}  

Contract Number:

<b>Vendor ID #</b>	<b>Subprovider</b>	<b>Total \$ Amount Paid to Date</b>
<b>TOTAL</b>		

This is to certify that \_\_\_\_\_% of the work was completed by the HUB or DBE subproviders as stated above.

\_\_\_\_\_  
By: Prime Provider

\_\_\_\_\_  
Per: Signature

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public \_\_\_\_\_ County

My Commission expires: \_\_\_\_\_

12/06

DBE-H4.A

## ATTACHMENT H-5

## **Federal Subprovider and Supplier Information**

The Provider shall indicate below the name, address and phone number of all successful and unsuccessful subproviders and/or suppliers that provided proposals/quotes for this contract prior to execution. You may reproduce this form if additional space is needed.

The information must be provided and returned with the contract.

---

**Signature**

---

Date

{Signatory Name, Position}

Printed Name

Email

Phone #

## ATTACHMENT H-6

## Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report

\*Note: HUB certification status can be verified on-line at: <http://www2.cpa.state.tx.us/cmbl/hubonly.html> Rev. 10/07

**ATTACHMENT H-7**  
**DBE CERTIFICATIONS**

**ATTACHMENT I**  
**CERTIFICATE OF INSURANCE**

**ATTACHMENT J**  
**CONFLICTS CERTIFICATION**

## ATTACHMENT J

### CONFLICTS CERTIFICATION

#### 1. Business Relationships:

The RMA has adopted a conflict of interest policy which generally requires disclosure of any business relationships with RMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy for Consultants, the list of Board Members and Key Personnel, and the Disclosure Form can be obtained from the RMA website ([www.hcrma.net](http://www.hcrma.net)). Engineer all any sub consultants to Engineer shall adhere to this policy and provide any required disclosures.

#### 2. Adverse Matters:

Engineer must disclose conflicts of interest by identifying any matter in which the Engineer becomes adverse to the RMA or the Texas Department of Transportation or to the State of Texas or any of its boards, agencies, commissions, universities, elected or appointed officials, or Hidalgo County during the term of the Agreement.

#### 3. Direct and Indirect Interest:

The Engineer shall ensure that, during the term of the Agreement, the Engineer, including any of its principals, will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of Engineer's obligations under the agreement, including, but not limited to, ownership of property in the right-of-way of any of the independent projects of the Hidalgo County Roadway System. The Engineer warrants that, in the performance of the Agreement, the Engineer shall not employ any person, or subcontract with any entity, having such known interest.

ENGINEER: L&G Consulting Engineers, Inc

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

This Page  
Intentionally  
Left Blank

Item 3C

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS  
PLANNING COMMITTEE  
FINANCE COMMITTEE  
TECHNICAL COMMITTEE

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

AGENDA ITEM  
DATE SUBMITTED  
MEETING DATE

3C  
06/20/22  
06/28/22

1. Agenda Item: **RESOLUTION 2022-43 CONSIDERATION OF FINAL CLOSEOUT AND RECONCILIATION TO THE AGREEMENT WITH STRIKE FOR LONESTAR GAS UTILITY RELOCATION SERVICES ON 365 TOLLWAY PROJECT.**
2. Nature of Request: (Brief Overview) Attachments:  Yes  No  
Consideration and Approval of Resolution 2022-43 for final closeout and cost adjustment.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:  Yes  No  N/A
5. Staff Recommendation: **Motion to approve Resolution 2022-43 for final closeout and reconciliation with Strike, LLC for adjustment of 8" Lonestar Gas utility relocation on 365 Tollway Project**
6. Program Manager's Recommendation:  Approved  Disapproved  None
7. Planning Committee's Recommendation:  Approved  Disapproved  None
8. Board Attorney's Recommendation:  Approved  Disapproved  None
9. Chief Auditor's Recommendation:  Approved  Disapproved  None
10. Chief Financial Officer's Recommendation:  Approved  Disapproved  None
11. Chief Development Engineer's Recommendation:  Approved  Disapproved  None
12. Chief Construction Engineer's Recommendation:  Approved  Disapproved  None
13. Executive Director's Recommendation:  Approved  Disapproved  None



**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## Memorandum

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

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

**Date:** June 19, 2022

**Subject:** **RESOLUTION 2022-43 CONSIDERATION AND APPROVAL OF FINAL CLOSEOUT AND RECONCILATION TO THE AGREEMNT WITH STRIKE FOR LONESTAR GAS UTILITY RELOCATION SERVICES ON 365 TOLLWAY PROJECT**

---

### **GOAL**

Approval of final closeout and reconciliation with Strike, LLC for reimbursable adjustment of 8" Lonestar Gas pipeline relocation on 365 Tollway Project.

### **BACKGROUND**

On March 4, 2022, the Authority opened sealed bids for a utility relocation project consisting of an 8" gas pipeline. March 22, 2022 the Board awarded construction contract to the lowest, responsive and responsible bidder STRIKE, LLC. [Resolution 2022-26]. The relocation is directly affiliated with utility adjustment agreement U-0032-028 with Lonestar Pipeline, currently being managed by Saenz Oil and Gas.

### **BASIS**

Strike submitted an original estimate of \$398,922.00 [4.04.22]. Upon project's finalization, an additional lump sum cost for nitrogen and fuel were submitted at \$14,804. Upon final negotiations, justifications and review, an overall total cost increase of \$10,804.00(+2.71%). The utility has right of occupancy in its existing location because it holds an easement, or another real property interest, therefore the eligibility ratio for reimbursement is 100%. There is no declared salvage; nor betterment for this work.

All work has been reviewed, inspected and approved by Saenz Oil and Gas, CAMS and the HCRMA Construction Division. Final quantities and participation are based on the costs of actual work performed. All parties are in concurrence. Total reimbursement due is \$409,726.00.

### **RECOMMENDATION**

Staff recommends approval of CO#1 for \$10,804.00; final acceptance of project at a total cost of \$409,726.00; and closure of agreement U-0032-028 with Lonestar Pipeline.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
BOARD RESOLUTION No. 2022-43

**CONSIDERATION AND APPROVAL OF FINAL CLOSEOUT AND RECONCILIATION  
TO THE AGREEMENT WITH STRIKE FOR LONESTAR GAS UTILITY  
RELOCATION SERVICES ON 365 TOLLWAY PROJECT**

THIS RESOLUTION is adopted this 28<sup>th</sup> day of June, 2022 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, the Act allows the Authority to construct transportation projects within the County, including the 365 Tollway Project (the "Project"); and

WHEREAS, on August 29, 2017 the Authority approved Resolution 2017-73, pursuant to Sections 370.033 and 370.170 of the Act, the Authority has the power and authority to request an implement the relocation of a public utility facility located in, on, along, over, or under the Project;

WHEREAS, Lonestar Pipeline is eligible for Federal Aid cost participation in accordance with the provisions of 23 CFR 645 A&B. The utility has right of occupancy in its existing location as it holds an easement, or another real property interest, therefore the eligibility ratio is 100%;

WHEREAS, on June 27, 2021 the entered into Utility Relocation Agreement with Lonestar Pipeline, where as, the HCRMA will design and construct the Project on behalf of the Utility; provided that the Utility, as the owner, shall approve the design, and oversee construction and accept the Project in accordance with such design. Utility shall issue a notice to proceed with construction only after it provides certification of design compliance within all Applicable Laws, Rules and Regulations. Project acceptance shall be confirmation that the Project is in compliance with the Applicable Laws, Rules and Regulations;

WHEREAS, on February 11, 2022, the Authority published a solicitation for Bid #2022-01 for 8" Lonestar Pipeline Relocation Manitenance Mitigation Project for HCRMA 365 Toll Project, U-0032-028, Contract No. 0921-02-368 for the Project; and

WHEREAS, bids for the Project were submitted electronically via Civcast Bid System; the first bid was received at 8:01a.m. on March 4, 2022, and the last bid was received at 10:59am on March 4, 2022; and

WHEREAS, at 11:05a.m. on March 04, 2022, the Authority opened and read into the record three (3) formal sealed, electronic bids for the Project from: (i) Strike, LLC. (ii) Miller Bros.(iii) and Venables Construction, Inc, in amounts ranging from \$398,922.00 to \$1,517,958.21 for construction of the Project; and

WHEREAS, Strike, LLC. provided the lowest Project bid in the amount of \$398,922.00; and

WHEREAS on March 22, 2022, the Authority approved Resolution 2022-26, the construction contract by and between Strike, LLC and the Authority for construction of the Project in the amount \$398,922.00; and

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

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

Section 2. The Board hereby approves Resolution 2022-43, Change Order#1 for \$10,804.00; final acceptance of project at a total cost of \$409,726.00; and closure of agreement U-0032-028 with Lonestar Pipeline construction contract by and between Strike, LLC.

Section 3. The Board hereby authorizes the Executive Director to execute the construction contract with Strike, LLC.;

• • • •

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS  
OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING  
on the 28<sup>th</sup> day of June, 2022, at which meeting a quorum was present.

---

S. David Deanda, Jr., Chairman

Attest:

---

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

CO#1

BETWEEN

STRIKE, LLC

AND

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

FOR

UTILITY RELOCATION

OF

365 TOLLWAY PROJECT



1800 Hughes Landing Blvd., Suite 500, The Woodlands, TX 77380 281.367.3708 588.353.1444

WWW.STRIKEUSA.COM

## PROJECT CHANGE ORDER

CONTRACTOR NAME AND ADDRESS:	PROJECT NO./WBS #:	CHANGE REQUEST NO.:
Strike Operating Company, LLC 1800 Hughes Landing Blvd., Suite 500 The Woodlands, Texas 77380  Attn: Ramon Navarro IV, P.E.	10122023-100101 HCRMA 8in Lonestar PL Relocation Contract: U-0032-028	1
	ISSUE DATE: 3-31-22	Rev. No. 00

### SCOPE OF CHANGE REQUEST:

#### Change Order Request for:

- Fuel cost increase from time of bid to start of construction: **\$3,500.00**
- Day rate for nitrogen services (1 truck load/8hr day): **\$7,304.00**

### SUMMARY DESCRIPTION:

- N/A

### LIST OF SUPPORTING DOCUMENTATION ATTACHED:

- N/A

<b>COST IMPACT SUMMARY</b>		<b>SCHEDULE IMPACT SUMMARY</b>	
<input type="checkbox"/> NO COST IMPACT		<input checked="" type="checkbox"/> NO SCHEDULE IMPACT (Project End Date *)	
<input type="checkbox"/> COST IMPACT		<input type="checkbox"/> SCHEDULE EXTENTION OF ____ DAYS*	
<input type="checkbox"/> ESTIMATED TOTAL COST \$		<input type="checkbox"/> SCHEDULE REDUCTION OF ____ DAYS*	
<input checked="" type="checkbox"/> LUMP SUM COST \$ <u>10,804.00</u>		<input type="checkbox"/> SCHEDULE IMPACT NOT ASSESSED	
<input type="checkbox"/> COST IMPACT NOT ASSESSED		* Change to the project completion date only. For loss of Float Time and impact to near-critical activities refer to the detail schedule analysis.	
<input type="checkbox"/> APPROVED		<b>STRIKE PREPARER</b>	
<input type="checkbox"/> NOT APPROVED		NAME <u>Juan Salinas</u>	
		TITLE <u>Senior Project Manager</u>	
		SIGNATURE _____ DATE _____	
<b>APPROVAL PROCESS CLOSING COMMENTS</b>		<b>CLIENT APPROVAL</b>	
CLIENT: _____		NAME _____	
STRIKE CONSTRUCTION: _____		TITLE _____	
		SIGNATURE _____ DATE _____	



PO Box 1108  
Rosenberg, Texas 77471

June 5, 2022

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

**RE: Saenz Oil & Gas Services, LLC – Work Authorization No. 4  
Recommendation for Acceptance of Strike CO# 1**

Dear Mr. Navarro:

Attached for your review and approval is our final invoice for services rendered on the subject referenced project. The below referenced work product deliverables were provided accordingly.

In addition, please allow this letter to serve as our recommendation for approval of final construction invoice and associated Change Order No. 1 (CO# 1) from Strike. The said CO# 1 is associated with \$3,500 increased fuel cost calculated from the early bid process to the notice to proceed date of March 22, 2022 and \$7,304.00 cost of nitrogen services required to complete this project.

The following is attached:

- Attachment H-3 – Subprovider Monitoring Monthly Progress Assessment Report
- Strike – Approved Final Construction Invoice

The following is a narrative of the progress for this period.

TASK
<b>Utility / Pipeline Encroachment Coordination</b>
<ul style="list-style-type: none"><li>• U-0032-028 – 8" Lonestar Pipeline: Final completion and certification.</li></ul>

Should you have any questions regarding this submittal, please do not hesitate to call me at (832) 491-8656 or email me at [alfredo@saenzoilgas.com](mailto:alfredo@saenzoilgas.com).

Sincerely,

A handwritten signature in black ink, appearing to read 'Alfredo'.

Alfredo Saenz Jr., P.E.  
President  
Saenz Oil & Gas Services, LLC

EXHIBIT B

CONTRACT AGREEMENT BETWEEN LONESTAR PIPELINE and  
HCRMA

## Ramon Navarro, IV, PE, CFM

---

**From:** Ramon Navarro, IV, PE, CFM  
**Sent:** Friday, April 1, 2022 11:15 AM  
**To:** Pilar Rodriguez, PE  
**Cc:** Sergio Mandujano  
**Subject:** FW: HCRMA Lonestar Pipeline Relocate  
**Attachments:** CO1 (Nitrogen service and fuel cost increase)rev1.pdf; RE: HCRMA Lonestar Pipeline Relocate

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>
	Pilar Rodriguez, PE	
	Sergio Mandujano	Read: 4/1/2022 11:17 AM

As discussed, we shall execute contract, inclusive of CO#1: Fuel Costs \$10,804.00 and adjust contract via final reconciliation. If not in concurrence, please acknowledge or we shall proceed with scheduled adjustments. THANKS

---

**From:** Juan Salinas <Juan.Salinas@strikeusa.com>  
**Sent:** Friday, April 1, 2022 11:08 AM  
**To:** Fritz Ory <Fritz.Ory@mhes.com>; Ramon Navarro, IV, PE, CFM <ramon.navarro@hcrma.net>  
**Cc:** Saenz, Alfredo <alfredo.saenz@nses.com>; Jerome Landry <jerry.landry@mhes.com>; Keven Carmeans <Keven.Carmeans@strikeusa.com>; Jody Welch <Jody.Welch@strikeusa.com>; Harper Harper <CHARPER@CAMSTEX.COM>  
**Subject:** RE: HCRMA Lonestar Pipeline Relocate

Ramon/Fritz,

See attached revised CO#1 (Nitrogen Service and fuel cost increase).

When should we expect NTP? I believe all docs have been executed.

Thanks,

Juan Salinas  
Senior Project Manager  
 10465 N. Conway Avenue, Mission, TX 78573  
Direct: 832.794.8048 | Mobile: 832.794.8048  
[Juan.Salinas@strikeusa.com](mailto:Juan.Salinas@strikeusa.com) | [www.strikeusa.com](http://www.strikeusa.com)

DISCLAIMER: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed and no other third party may rely on any information provided for in this email or any files transmitted with it. If you are not the intended recipient, do not, directly or indirectly, use, disclose, distribute, print, or copy any part of this message. If you receive this message in error, please immediately delete it and all copies of it from your system, destroy any hard copies, and notify the sender. WARNING: Computer viruses can be transmitted via emails; the recipient is responsible for checking for any viruses transmitted by this email.

Please consider the environment before printing this e-mail

---

**From:** Fritz Ory <Fritz.Ory@mhes.com>  
**Sent:** Thursday, March 31, 2022 5:51 PM  
**To:** Juan Salinas <[Juan.Salinas@strikeusa.com](mailto:Juan.Salinas@strikeusa.com)>; Ramon Navarro, IV, PE, CFM <[ramon.navarro@hcrma.net](mailto:ramon.navarro@hcrma.net)>  
**Cc:** Saenz, Alfredo <[alfredo.saenz@nses.com](mailto:alfredo.saenz@nses.com)>; Jerome Landry <[jerry.landry@mhes.com](mailto:jerry.landry@mhes.com)>; Keven Carmeans <[Keven.Carmeans@strikeusa.com](mailto:Keven.Carmeans@strikeusa.com)>; Jody Welch <[Jody.Welch@strikeusa.com](mailto:Jody.Welch@strikeusa.com)>; Harper Harper <[CHARPER@CAMSTEX.COM](mailto:CHARPER@CAMSTEX.COM)>

<CHARPER@CAMSTEX.COM>

**Subject:** RE: HCRMA Lonestar Pipeline Relocate

Juan,

The proposed fuel uplift seems quite a bit high based on your highlighted information below:

- The original bid was based on a total fuel cost of \$7,553 at \$3.79 per gallon. This would mean that the projected diesel use is 1,992.88 gallons.
- If the diesel fuel cost is now \$4.99 per gallon, then the current projected fuel cost would be \$9,944.47 (1992.88 gallons x \$4.99 per gallon ).
- Another way of viewing: 1992.88 gallons x \$1.20 per gallon increase = \$2,391.46
- The fuel uplift would then be more in the neighborhood of \$2,391.46

We may be missing some markups in there somewhere but we do not think enough to bring the fuel uplift to \$7,500?

Fritz R. Ory  
M&H  
337.216.0701, Main  
337.735.3948, Direct  
337.962.4313 Cell  
[fritz.ory@mhes.com](mailto:fritz.ory@mhes.com)  
[www.mhes.com](http://www.mhes.com)



---

**From:** Juan Salinas <[Juan.Salinas@strikeusa.com](mailto:Juan.Salinas@strikeusa.com)>  
**Sent:** Thursday, March 31, 2022 3:47 PM  
**To:** Fritz Ory <[Fritz.Ory@mhes.com](mailto:Fritz.Ory@mhes.com)>; Ramon Navarro, IV, PE, CFM <[ramon.navarro@hcrma.net](mailto:ramon.navarro@hcrma.net)>  
**Cc:** Saenz, Alfredo <[alfredo.saenz@nses.com](mailto:alfredo.saenz@nses.com)>; Jerome Landry <[jerry.landry@mhes.com](mailto:jerry.landry@mhes.com)>; Keven Carmeans <[Keven.Carmeans@strikeusa.com](mailto:Keven.Carmeans@strikeusa.com)>; Jody Welch <[Jody.Welch@strikeusa.com](mailto:Jody.Welch@strikeusa.com)>  
**Subject:** RE: HCRMA Lonestar Pipeline Relocate

Fritz,

See response below.

Thanks,

Juan Salinas

Senior Project Manager



10465 N. Conway Avenue, Mission, TX 78573

Direct: 832.794.8048 | Mobile: 832.794.8048

[Juan.Salinas@strikeusa.com](mailto:Juan.Salinas@strikeusa.com) | [www.strikeusa.com](http://www.strikeusa.com)

DISCLAIMER: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed and no other third party may rely on any information provided for in this email or any files transmitted with it. If you are not the intended recipient, do not, directly or indirectly, use, disclose, distribute, print, or copy any part of this message. If you receive this message in error, please immediately delete it and all copies of it from your system, destroy any hard copies, and notify the sender. WARNING: Computer viruses can be transmitted via emails; the recipient is responsible for checking for any viruses transmitted by this email.

Please consider the environment before printing this e-mail

---

**From:** Fritz Ory <[Fritz.Ory@mhes.com](mailto:Fritz.Ory@mhes.com)>  
**Sent:** Thursday, March 31, 2022 2:50 PM  
**To:** Juan Salinas <[Juan.Salinas@strikeusa.com](mailto:Juan.Salinas@strikeusa.com)>; Ramon Navarro, IV, PE, CFM <[ramon.navarro@hcrma.net](mailto:ramon.navarro@hcrma.net)>  
**Cc:** Saenz, Alfredo <[alfredo.saenz@nses.com](mailto:alfredo.saenz@nses.com)>; Jerome Landry <[jerry.landry@mhes.com](mailto:jerry.landry@mhes.com)>; Keven Carmeans <[Keven.Carmeans@strikeusa.com](mailto:Keven.Carmeans@strikeusa.com)>; Jody Welch <[Jody.Welch@strikeusa.com](mailto:Jody.Welch@strikeusa.com)>  
**Subject:** RE: HCRMA Lonestar Pipeline Relocate

Juan,

The numbers appear to be in line. Can you send basis information for the fuel uplift amount though? I assume something like:

- Diesel price at the time of bid: **\$3.79**
- Diesel price now: **\$4.99**
- Increase per gallon:**\$1.20**
- Number of gallons that we anticipate consuming; **Our bid was based on total estimated fuel cost \$7,553.00 and increased to \$15,053.00 (Including markups) with \$1.20/gal increase = \$7,500.00 (CO)**

Fritz R. Ory  
M&H  
337.216.0701, Main  
337.735.3948, Direct  
337.962.4313 Cell  
[fritz.ory@mhes.com](mailto:fritz.ory@mhes.com)  
[www.mhes.com](http://www.mhes.com)



---

**From:** Juan Salinas <[Juan.Salinas@strikeusa.com](mailto:Juan.Salinas@strikeusa.com)>  
**Sent:** Thursday, March 31, 2022 2:09 PM  
**To:** Ramon Navarro, IV, PE, CFM <[ramon.navarro@hcrma.net](mailto:ramon.navarro@hcrma.net)>  
**Cc:** Saenz, Alfredo <[alfredo.saenz@nses.com](mailto:alfredo.saenz@nses.com)>; Fritz Ory <[Fritz.Ory@mhes.com](mailto:Fritz.Ory@mhes.com)>; Jerome Landry <[jerry.landry@mhes.com](mailto:jerry.landry@mhes.com)>; Keven Carmeans <[Keven.Carmeans@strikeusa.com](mailto:Keven.Carmeans@strikeusa.com)>; Jody Welch <[Jody.Welch@strikeusa.com](mailto:Jody.Welch@strikeusa.com)>  
**Subject:** HCRMA Lonestar Pipeline Relocate

Ramon,

See attached CO#1 (Nitrogen Service and fuel cost increase).

Please let me know if any questions.

Thanks,

Juan Salinas  
Senior Project Manager  
 10465 N. Conway Avenue, Mission, TX 78573  
Direct: 832.794.8048 | Mobile: 832.794.8048  
[Juan.Salinas@strikeusa.com](mailto:Juan.Salinas@strikeusa.com) | [www.strikeusa.com](http://www.strikeusa.com)



### CLARIFICATIONS & QUALIFICATIONS

The following Clarifications and Qualifications will apply to the HRCMA project described as the 8" Lonestar PL Relocation Maintenance Project located in McAllen, TX.

- Proposal is based on working 6days week 10hrs per day.
- Proposal is based on scope of work received.
- Proposal is based backfilling excavations with existing materials.
- Proposal is based on Strike working as long as weather and ground conditions permit.
- This bid submittal is subject to market conditions that may substantially impact project costs before commencement of work. To the extent such market pressures cause an increase in the anticipated cost from the time of this submittal in excess of three percent (3%) for a particular item (e.g. materials, fuel, labor), the parties hereto acknowledge and agree to an upward price adjustment on a pro-rata basis of that particular item. For example, if the ratio of the current cost of fuel and the cost of fuel at the time of bid is greater than 3%, then the total difference will be added to the bid price for fuel.
- Proposal does not include any testing, handling, or disposal of contaminated soils.
- Proposal does not include demo or removal of existing concrete on south side of levee back to the tie-in point.

#### **Subcontractor:**

Arrow Directional: HDD

MoVac: water services



1800 Hughes Landing Blvd., Suite 500, The Woodlands, TX 77380 | 281.362.9708 | 888.353.1444

WWW.STRIKEUSA.COM

## PROJECT CHANGE ORDER

CONTRACTOR NAME AND ADDRESS:	PROJECT NO./WBS #:	CHANGE REQUEST NO.:
Strike Operating Company, LLC 1800 Hughes Landing Blvd., Suite 500 The Woodlands, Texas 77380  Attn: Ramon Navarro IV, P.E.	10122023-100101 HCRMA 8in Lonestar PL Relocation Contract: U-0032-028	1
	ISSUE DATE: 3-31-22	Rev. No. 00

### SCOPE OF CHANGE REQUEST:

#### Change Order Request for:

- Fuel cost increase from time of bid to start of construction: **\$7,500.00**
- Day rate for nitrogen services (1 truck load/8hr day): **\$7,304.00**

### SUMMARY DESCRIPTION:

- N/A

### LIST OF SUPPORTING DOCUMENTATION ATTACHED:

- N/A

<b>COST IMPACT SUMMARY</b>		<b>SCHEDULE IMPACT SUMMARY</b>	
<input type="checkbox"/> NO COST IMPACT <input type="checkbox"/> COST IMPACT <input type="checkbox"/> ESTIMATED TOTAL COST \$ <input checked="" type="checkbox"/> LUMP SUM COST \$ <u>14,804.00</u> <input type="checkbox"/> COST IMPACT NOT ASSESSED		<input checked="" type="checkbox"/> NO SCHEDULE IMPACT (Project End Date *) <input type="checkbox"/> SCHEDULE EXTENTION OF ____ DAYS* <input type="checkbox"/> SCHEDULE REDUCTION OF ____ DAYS* <input type="checkbox"/> SCHEDULE IMPACT NOT ASSESSED	
		* Change to the project completion date only. For loss of Float Time and impact to near-critical activities refer to the detail schedule analysis.	
<input type="checkbox"/> APPROVED <input type="checkbox"/> NOT APPROVED		<b>STRIKE PREPARER</b>	
		NAME	Juan Salinas
		TITLE	Senior Project Manager
		SIGNATURE	DATE
<b>APPROVAL PROCESS CLOSING COMMENTS</b>  CLIENT: <input type="text"/>  STRIKE CONSTRUCTION: <input type="text"/>		<b>CLIENT APPROVAL</b>	
		NAME	
		TITLE	
		SIGNATURE	DATE



## Petroleum & Other Liquids

**Notice:** Petroleum Marketing Survey Form Changes Proposed for 2021

### U.S. Regular Gasoline Prices\*(dollars per gallon)

[full history](#) [XLS](#)

	03/14/22	03/21/22	03/28/22	Change from week ago	Change from year ago
U.S.	4.315	4.239	4.231	↓ -0.008	↑ 1.379
East Coast (PADD1)	4.268	4.127	4.092	↓ -0.035	↑ 1.314
New England (PADD1A)	4.300	4.233	4.194	↓ -0.039	↑ 1.430
Central Atlantic (PADD1B)	4.351	4.215	4.209	↓ -0.006	↑ 1.332
Lower Atlantic (PADD1C)	4.208	4.044	3.991	↓ -0.053	↑ 1.272
Midwest (PADD2)	4.091	4.035	4.053	↑ 0.018	↑ 1.306
Gulf Coast (PADD3)	4.029	3.939	3.884	↓ -0.055	↑ 1.282
Rocky Mountain (PADD4)	4.137	4.110	4.167	↑ 0.057	↑ 1.217
West Coast (PADD5)	5.155	5.222	5.267	↑ 0.045	↑ 1.794
West Coast less California	4.671	4.675	4.707	↑ 0.032	↑ 1.558

### States

	03/14/22	03/21/22	03/28/22	Change from week ago	Change from year ago
California	5.587	5.710	5.764	↑ 0.054	↑ 1.994
Colorado	3.934	3.917	3.928	↑ 0.011	↑ 1.044
Florida	4.286	4.082	4.046	↓ -0.036	↑ 1.211
Massachusetts	4.296	4.200	4.175	↓ -0.025	↑ 1.435
Minnesota	3.945	3.923	3.929	↑ 0.006	↑ 1.197
New York	4.365	4.278	4.236	↓ -0.042	↑ 1.413
Ohio	4.085	4.010	4.073	↑ 0.063	↑ 1.392
Texas	3.980	3.889	3.818	↓ -0.071	↑ 1.259
Washington	4.669	4.618	4.634	↑ 0.016	↑ 1.411

Change from

	03/14/22	03/21/22	03/28/22	week ago	year ago
<b>Cities</b>					
Boston	4.309	4.242	4.213	⬇️ -0.029	⬆️ 1.466
Chicago	4.570	4.531	4.535	⬆️ 0.004	⬆️ 1.530
Cleveland	4.106	4.044	4.145	⬆️ 0.101	⬆️ 1.485
Denver	3.927	3.941	3.953	⬆️ 0.012	⬆️ 1.070
Houston	3.971	3.914	3.878	⬇️ -0.036	⬆️ 1.334
Los Angeles	5.603	5.740	5.831	⬆️ 0.091	⬆️ 2.075
Miami	4.327	4.164	4.127	⬇️ -0.037	⬆️ 1.247
New York City	4.321	4.219	4.161	⬇️ -0.058	⬆️ 1.354
San Francisco	5.697	5.766	5.789	⬆️ 0.023	⬆️ 1.928
Seattle	4.814	4.750	4.766	⬆️ 0.016	⬆️ 1.357

**U.S. On-Highway Diesel Fuel Prices\*(dollars per gallon)**[full history](#) [XLS](#)

	03/14/22	03/21/22	03/28/22	Change from	
	03/14/22	03/21/22	03/28/22	week ago	year ago
U.S.	5.250	5.134	5.185	⬆️ 0.051	⬆️ 2.024
East Coast (PADD1)	5.334	5.179	5.249	⬆️ 0.070	⬆️ 2.119
New England (PADD1A)	5.231	5.125	5.309	⬆️ 0.184	⬆️ 2.218
Central Atlantic (PADD1B)	5.474	5.303	5.400	⬆️ 0.097	⬆️ 2.126
Lower Atlantic (PADD1C)	5.264	5.110	5.145	⬆️ 0.035	⬆️ 2.104
Midwest (PADD2)	5.044	4.959	4.994	⬆️ 0.035	⬆️ 1.890
Gulf Coast (PADD3)	5.110	4.964	4.972	⬆️ 0.008	⬆️ 2.017
Rocky Mountain (PADD4)	4.966	4.887	5.044	⬆️ 0.157	⬆️ 1.750
West Coast (PADD5)	5.867	5.797	5.874	⬆️ 0.077	⬆️ 2.215
West Coast less California	5.416	5.319	5.402	⬆️ 0.083	⬆️ 2.130
California	6.264	6.218	6.289	⬆️ 0.071	⬆️ 2.307

\*prices include all taxes

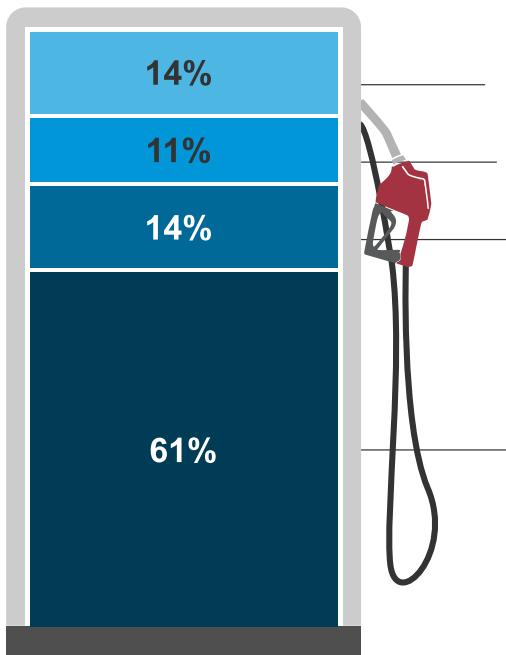
[Download image](#)

# What we pay for in a gallon of:

## Regular Gasoline

February 2022

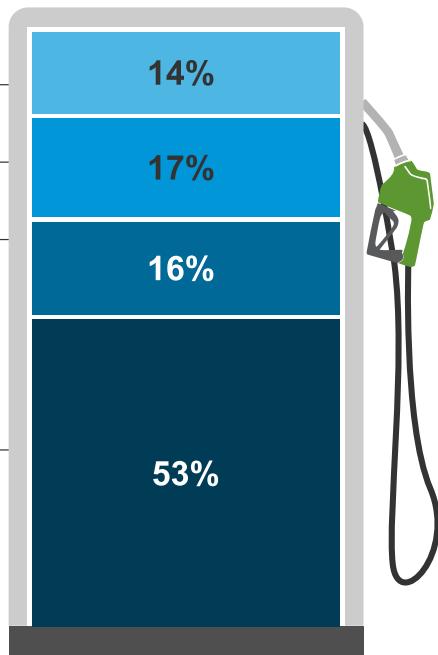
Retail price: \$3.52/gallon



## Diesel

February 2022

Retail price: \$4.03/gallon



Source: U.S. Energy Information Administration, *Gasoline and Diesel Fuel Update*

▲ Top

24-hour hotline: [\(202\) 586-6966](tel:(202)586-6966)

[Sign up for email updates](#)

[Get the RSS feed](#)

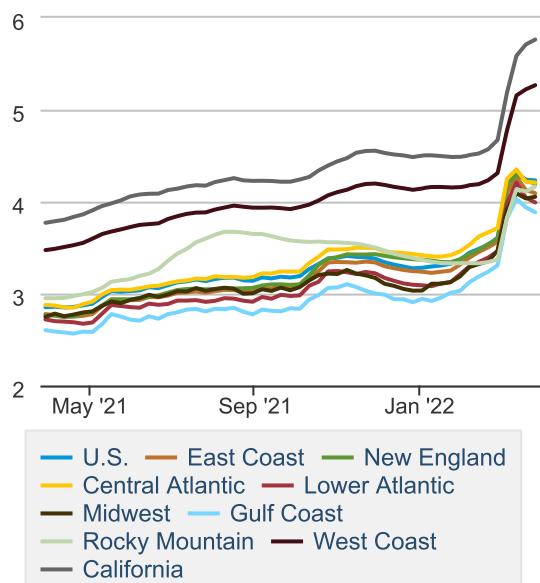
[Release Schedule](#)



[Radio spots](#)

## Regular Gasoline Prices

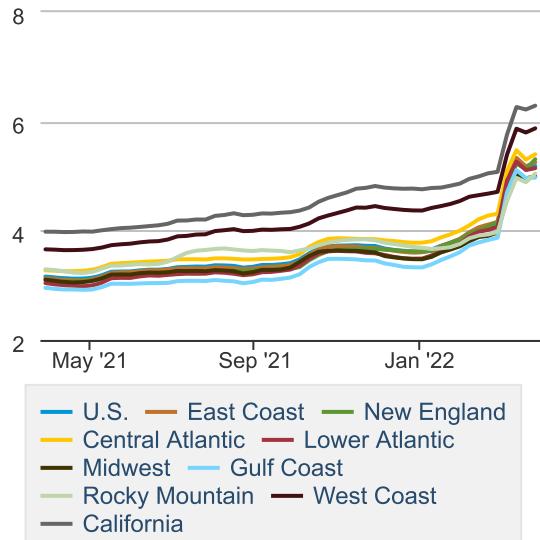
(dollars per gallon)



Source: U.S. Energy Information Administration

## On-Highway Diesel Fuel Prices

(dollars per gallon)



Source: U.S. Energy Information Administration

## Details...

### Procedures, Methodology, & Measures of Sampling Variability

Gasoline

Standard Errors

Diesel fuel  
Coefficients of Variation

### Geographical

Gasoline:

- Gasoline prices by region
- Reformulated gasoline map
- Map of states in each region
- EIA city and state gasoline areas
- Gasoline city definitions

Diesel Fuel:

- Map of states in each region

### Other

Pump methodology and data history

Federal and state motor fuel taxes

Regular gasoline prices adjusted for inflation

Diesel fuel prices adjusted for inflation

---

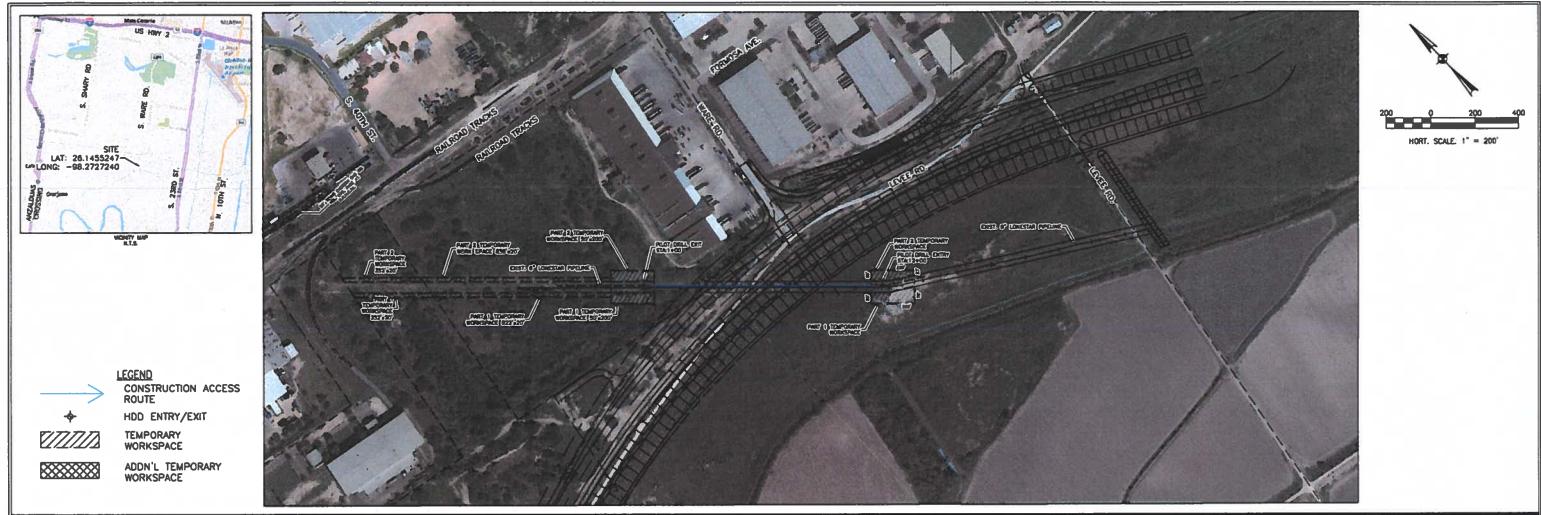
### What's up (and down) with gasoline prices?

---

### How do I calculate/find diesel fuel surcharges?

See all FAQs on Diesel Fuel

FAQs for EIA-888 survey



#### PIPELINE SPECIFICATIONS:

1. EXISTING = 8.625" X 0.250" X API 5L X-42 (SMLS)
2. PROPOSED = 8.625" X 0.322" X API 5L X-52 (SMLS)
3. OPERATING CLASS 1 / DESIGN CLASS 2 PER CFR 192.111
4. MAOP = 1,000 PSI
5. REFER TO HLD PLAN & PROFILE FOR BILL OF MATERIALS.

Pipeline Specifications: 12" Ductile Iron Pipe General Notes: 100% PE Coated

1. EXISTING = 8.625" X 0.250" X API 5L X-42 (SMLS)
2. PROPOSED = 8.625" X 0.327" X API 5L X-52 (SMLS)
3. OPERATING CLASS 1 / DESIGN CLASS 2 PER CFR 192.111
4. MAOP = 1,000 PS
5. REFER TO HHD PLAN & PROFILE FOR BILL OF MATERIALS.

1. PIPELINES TO HAVE A MINIMUM COVER OF 36 INCHES BELOW GRADE AND 48 INCHES COVER BELOW PROPOSED ROADWAY AND DITCH.
2. POWER POLES LOCATED IN THE PROXIMITY OF THE TRENCH SHALL BE SECURED BY THE POWER COMPANY (POWER POLE OWNER) DURING EXCAVATION UNTIL TRENCH HAS BEEN BACKFILLED AND COMPACTED AND/OR THE POWER COMPANY DETERMINES IS SAFE TO UN-SECURE THE POLE. CONTRACTOR RESPONSIBLE TO COORDINATE AND SCHEDULE WORK WITHIN THE POWER COMPANY.
3. THE PLANS IDENTIFY AND PROVIDE LABELS FOR EXISTING UTILITIES (WATER, SANITARY, SEWER, TELEPHONE, CABLE, GAS, POWER, TV CABLE, AND/OR OTHER SPECIFICALLY LABELED UTILITY). LABELED UTILITIES WILL BE PLOTTED UTILIZING DIRECT FIELD INFORMATION AS PROVIDED BY THE UTILITY PROVIDER. CONTRACTOR IS RESPONSIBLE TO REQUEST UTILITY SPOTLIGHTS AND CONTACT ALL UTILITY COMPANIES PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITY LINES LOCATED WITHIN THE CONSTRUCTION AREA EITHER ADJACENT OR ADDED TO THE PROPOSED CONSTRUCTION ALIGNMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH REPAIRING UTILITIES DAMAGED BY THE CONTRACTOR'S EQUIPMENT OR PERSONNEL.
4. EXCAVATION PROTECTION SHALL BE PERFORMED IN ACCORDANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS AND INTERPRETATIONS (OFT) 1926.652, SECTION P, "EXCAVATING." CONTRACTOR TO FURNISH ALL NECESSARY EQUIPMENT, TOOLS, MATERIALS, AND MATERIAL INCLUDING BUT NOT LIMITED TO SHEET PILES, METAL PLATES, TRENCH BOXES, AND/OR OTHER NECESSARY MATERIALS REQUIRED TO INSTALL BRACING TO UNSTABLE GROUND EXCAVATIONS WITH VERTICAL OR UNSTABLE EXCAVATION FACES. THIS ITEM IS APPLICABLE TO TRENCHES FIVE (5) FEET OR DEEPER.

6. SURVEY DATA IS BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH ZONE (4205). U.S. SURVEY FEET. ALL DISTANCES ARE REPRESENTED AS GRID VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED UPON SAME HORIZONTAL DATUM.
7. PRIOR TO PIPE PULL BACK AND INSTALLATION, CONTRACTOR SHALL PROVIDE ACTUAL DRILL PROFILE FOR REVIEW AND APPROVAL.
8. CONTRACTOR SHALL FOLLOW CONSTRUCTION ACCESS AS ILLUSTRATED AND MAINTAIN ACCESS IN SERVICABLE CONDITION.

NOTE: SAUNDZ OIL & GAS SERVICES, LLC AND ITS CLIENTS MAKE NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE LOCATION OR EXISTENCE OF UNDERGROUND UTILITIES, PIPELINES, OR OBSTRUCTIONS. IT SHALL BE THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE CONTRACTORS TO IDENTIFY, LOCATE, AND COORDINATE WITH OWNERS DURING THE CROSSING OF ANY SUCH UNDERGROUND UTILITIES, PIPELINES, OR OBSTRUCTIONS AND PROTECT SUCH UTILITIES, PIPELINES OR OBSTRUCTIONS FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR SHALL COMPLY WITH THE STATE OF TEXAS ONE-CALL REQUIREMENTS.



ONE-CALL NOTIFICATION SYSTEM  
CALL BEFORE YOU DIG!!  
TEXAS 811

P.O. BOX 1108 ROSENBERG, TEXAS 77471 PH. 832-491-6656 TBPE FIRM NO F-15144	B. LONESTAR PIPELINE RELOCATION MAINTENANCE PROJECT MITIGATION FOR 365 TOLL PROJECT - U-032-028 HIDALGO COUNTY, TEXAS
DRAWING SCALE	AS NOTED
CHECKED / APPROV'D	DATE
AS	09/27/2021
CHECKED BY	RBR
AS	09/27/2021
RECORDED BY	AS
AS	09/27/2021

12 January 2022

January 2012

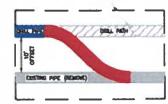
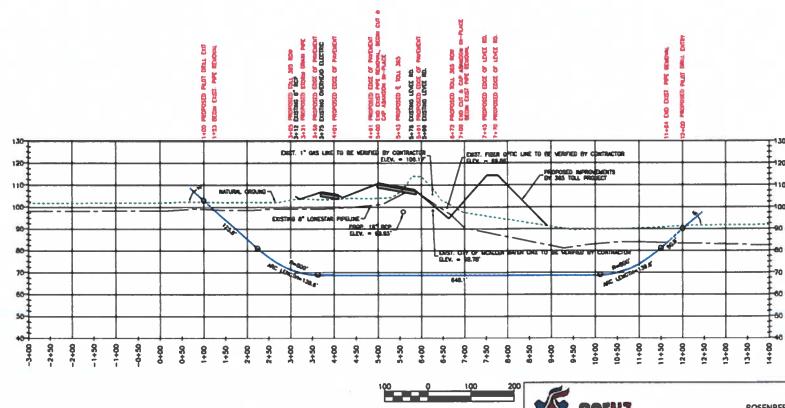
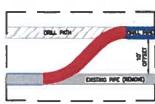
**ISSUED FOR BID**

RELOCATION  
AGGREGATION FOR  
CITY OF DALLAS

-0032-028

APPROVED

08/27/2021 DATE  
08/27/2021 PROJECT #



12 January 2022

ISSUED FOR BID

**RELOCATION**



ONE-CALL NOTIFICATION SYSTEM  
CALL BEFORE YOU DIG!!!

P O BOX 1108  
ROSENBERG TEXAS 77471  
PH - 832-491-8656  
TBPE FIRM NO F-15144

8" LONESTAR PIPELINE RELOCATION  
MAINTENANCE PROJECT MITIGATION FOR  
365 TOLL PROJECT - U-0032-028  
MIDALGO COUNTY, TEXAS

DRAWING NO. 00000000000000000000000000000000

**LONESTAR  
PIPELINE**

NO.	REVISION	DRAWN	CHECKED	APPROVED	DATE	DRAWN BY	REVIS.	AS NOTED	APPROVED
1	REVISION FOR DESIGN	REVIS.	REVIS.	REVIS.	08/17/2021	REVIS.	REVIS.	08/17/2021	DATE
2	REVISION FOR DESIGN	REVIS.	REVIS.	REVIS.	08/17/2022	REVIS.	REVIS.	08/17/2022	PROJECT #

**NOTE:**  
SACK OIL & GAS SERVICES, LLC AND ITS CLIENTS MAKE NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE LOCATION OR EXISTENCE OF UNDERGROUND UTILITIES, PIPELINES, OR OBSTRUCTIONS. IT SHALL BE THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE CONTRACTORS TO IDENTIFY, LOCATE, AND COORDINATE WITH OWNERS DURING THE CROSSING OF ANY SUCH UNDERGROUND UTILITIES, PIPELINES, OR OBSTRUCTIONS AND PROTECT SUCH UTILITIES, PIPELINES OR OBSTRUCTIONS FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR SHALL COMPLY WITH THE STATE OF TEXAS ONE-CALL REQUIREMENTS.

8" LONESTAR PIPE

[General](#) [Edit](#) [Print](#)

## Bid Results

[Download Bid](#)

Apparent L

Bid

1 St

2 M

3 V

[Release](#)[Release](#)

Bid Summary

Estimate: \$

Bidders: 3

AMLT \$: \$2

AMLT %: 5

Avg. Bid: \$

Bids Opened On:

## Bid Folder

### Bidder Contact Information

Company: Strike, LLC

Name: Strike Bids

Phone: 7133893631

Address: 1800 Hughes Landing Blvd., Ste 500, Spring, TX 77380

Email: [bids@strikeusa.com](mailto:bids@strikeusa.com)

### Bid Form\_Bid Total: \$398,922.00

Item No.	Description	Unit	Qty	Unit Price	Extended Price
<b>Base Bid</b>					
<b>Empty</b>					
100	8" X 0.322 API 5L-PSL2 X 52 Line Pipe with FBE + ARO Coating	LF	1,270	\$60.20	\$76,454.00
150	8" X 0.322 API 5L-PSL2 X 52 Line Pipe with FBE Coating	LF	60	\$50.00	\$3,000.00
180	Miscellaneous Materials	LS	1	\$2,860.00	\$2,860.00
200	Freight and Tax	LS	1	\$11,090.00	\$11,090.00
300	Mobilization	LS	1	\$7,500.00	\$7,500.00
400	Direct Labor/ Supervision	LS	1	\$150,152.00	\$150,152.00
500	Direct Equipment	LS	1	\$66,260.00	\$66,260.00
600	Horizontal Directional Drill Contractor	LS	1	\$46,736.00	\$46,736.00
700	Water Supply / Hauling Contractor	LS	1	\$8,625.00	\$8,625.00
800	NDT Inspection Contractor	LS	1	\$8,625.00	\$8,625.00
900	Nitrogen Supply Contractor	LS	1		
1000	Rental Equipment	LS	1	\$10,120.00	\$10,120.00
1100	Demobilization	LS	1	\$7,500.00	\$7,500.00

Empty Subtotal: \$398,922.00

Base Bid Total: \$398,922.00

### Bid Folder

[View](#)[Download](#)[View](#)[Download](#)[View](#)[Download](#)[Add Paper Bid](#)

**PROJECT:**

8" LONESTAR PIPELINE RELOCATION MAINTENANCE MITIGATION PROJECT FOR HCRMA  
365 TOLL PROJECT  
U-0032-028 CSJ: 0921-02-368

**BIDDER:**

Strike, LLC

**TOTAL BID:**

\$398,922.00

**COMPLETION TIME:**

Not Required

**BIDDER INFO:**

1800 Hughes Landing Blvd., Ste 500  
Spring, TX 77380  
P: 7133893631  
F:

**BID TOTALS**

BASE BID	Total
Empty	\$398,922.00
Total	\$398,922.00

Empty					
No.	Description	Unit	Qty	Unit Price	Ext Price
100	8" X 0.322 API 5L-PSL2 X 52 Line Pipe with FBE + ARO Coating	LF	1270	\$60.20	\$76,454.00
150	8" X 0.322 API 5L-PSL2 X 52 Line Pipe with FBE Coating	LF	60	\$50.00	\$3,000.00
180	Miscellaneous Materials	LS	1	\$2,860.00	\$2,860.00
200	Freight and Tax	LS	1	\$11,090.00	\$11,090.00
300	Mobilization	LS	1	\$7,500.00	\$7,500.00
400	Direct Labor/ Supervision	LS	1	\$150,152.00	\$150,152.00
500	Direct Equipment	LS	1	\$66,260.00	\$66,260.00
600	Horizontal Directional Drill Contractor	LS	1	\$46,736.00	\$46,736.00
700	Water Supply / Hauling Contractor	LS	1	\$8,625.00	\$8,625.00
800	NDT Inspection Contractor	LS	1	\$8,625.00	\$8,625.00
900	Nitrogen Supply Contractor	LS	1	\$0.00	\$0.00
1000	Rental Equipment	LS	1	\$10,120.00	\$10,120.00
1100	Demobilization	LS	1	\$7,500.00	\$7,500.00
Subtotal: \$398,922.00					

**ACKNOWLEDGE ADDENDA**

NAME	ACKNOWLEDGEMENT DATE
SOW Addendum 1	03/03/2022 18:18:51 PM
20220221 TOC Specifications - Special Provisions ADDENDUM 2	03/03/2022 18:18:51 PM
ADDENDUM NO. 3	03/03/2022 18:18:52 PM

**REQUIRED DOWNLOADS**

TYPE	NAME	DOWNLOAD DATE
Bid Docs	Bid Proposal Documents (Plans and Specs)	2/11/22 11:10:04 AM
Addenda	SOW Addendum 1	2/21/22 10:35:35 AM
Addenda	20220221 TOC Specifications - Special Provisions ADDENDUM 2	2/21/22 2:47:18 PM
Other	Lonestar Pipeline Relocation Prebid Meeting 20220216	2/16/22 2:47:48 PM
Addenda	ADDENDUM NO. 3	2/28/22 10:48:11 AM