HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2021-01

RESOLUTION FOR THE ANNUAL REVIEW AND APPROVAL OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY INVESTMENT POLICY

THIS RESOLUTION is adopted this 26th day of January, 2021 by the Board of Director of the Hidalgo County Regional Mobility Authority.

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

WHEREAS, the Authority was created by Order of Hidalgo County (the "County") dated October 26, 2004; Petition of the County dated April 21, 2005; and a Minute Order of the Texas Transportation Commission (the "Commission") dated November 17, 2005, pursuant to provisions under the Act the Authority; and

WHEREAS, the Board of Directors of the Authority has been constituted in accordance with the Act; and

WHEREAS, the prudent and legally permissible management and investment of Authority funds is responsibility of the Board of Directors and its designees; and

WHEREAS, the Authority initially adopted the Investment Policy at a regularly scheduled meeting on April 10, 2008 and reviewed and revised the policy on November 23, 2010 and May 16, 2012; and

WHEREAS, on September 18, 2013, the Authority reviewed the Investment Policy as required by the Public Fund Investment Act annually; and

WHEREAS, on October 16, 2013, the Authority amended the Investment Policy to add Flexible Repurchase Agreements and Brokered Certificate of Deposit Programs as part of allowed investments; and

WHEREAS, on January 22, 2014, the Authority has determined it is necessary to exclude mortgage backed securities from the Investment Policy as authorized investments; and

WHEREAS, on January 27, 2015, the Authority reviewed the Investment Policy and determined that no changes to the Investment Policy were necessary; and

WHEREAS, on February 23, 2016, the Authority reviewed the Investment Policy and determined that no changes to the Investment Policy were necessary; and

WHEREAS, on January 24, 2017, the Authority reviewed the Investment Policy and determined that no changes to the Investment Policy were necessary; and

WHEREAS, on January 23, 2018, the Authority reviewed the Investment Policy and determined that no changes to the Investment Policy were necessary; and

WHEREAS, on January 22, 2019, the Authority reviewed the Investment Policy and determined that no changes to the Investment Policy were necessary; and

WHEREAS, on January 28, 2020, the Authority reviewed the Investment Policy and determined changes to the Investment Policy are necessary to reflect industry name changes and weighted average maturity (WAM) limitations; and

WHEREAS, the Authority has reviewed the Investment Policy as required annually by the Public Fund Investment Act and has determined no changes to the Investment Policy are necessary;

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

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

Section 2. The Board approves the annual review of the Authority's Investment Policy with no changes, hereto attached as Exhibit A.

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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 26th day of January, 2021, at which meeting a quorum was present.

S. David Deanda, Chairman

Attest:

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
INVESTMENT POLICY
ADOPTED
MAY 16, 2012
AND
AMENDED
JANUARY 22, 2014
JANUARY 28, 2020

Investment Policy

I. **Scope**

This policy complies with the Texas Public Funds Investment Act and applies to the investment of short-term operating funds and proceeds from certain bond issues. Longer-term funds, including investments of employees' investment retirement funds, are covered by a separate policy.

1. **Pooling of Funds** Except for cash in certain restricted and special funds, Hidalgo County Regional Mobility Authority (RMA) will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

II. **General Objectives**

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

1. **Safety** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

a. **Credit Risk** Hidalgo County RMA will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

- Limiting investments to the safest types of securities and the highest credit quality investment counterparts
- Qualifying the financial institutions, broker/dealers, intermediaries, counterparties, investment agreement providers, and investment advisers with which Hidalgo County RMA will do business
- Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

b. **Interest Rate Risk** Hidalgo County RMA will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity (matching cash flow requirement with investment cash flow)
- Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools.

Adopted: May 16, 2012
Revised: January 22, 2014; January 28, 2020

2. **Liquidity** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio also may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds. Investment agreements that provide cash flow flexibility may also be used.

3. **Yield** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of subordinated importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

    - A security with declining credit may be sold early to minimize loss of principal.
    - A security swap would improve the quality, yield, or target duration in the portfolio.
    - Liquidity needs of the portfolio require that the security be sold.

III. Standards of Care

1. **Prudence** The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

   Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

2. **Ethics and Conflicts of Interest** Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of Hidalgo County RMA.

3. **Delegation of Authority** Authority to manage the investment program is granted to a designated official as appointed by the Board, hereinafter referred to as “investment officer”, and derived from the following: Texas Public Fund Investment Act. Responsibility for the operation of the investment program is hereby delegated to the investment officer, who shall

act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository investment agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officer. The investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

IV. Financial Dealers and Institutions

1. **Authorized Financial Dealers and Institutions** A list will be maintained of financial institutions authorized to provide investment services. In addition, a list also will be maintained of approved security broker/dealers selected by creditworthiness (e.g., a minimum capital requirement of $10,000,000 and at least five years of operation). These may include, but are not limited to, "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

   All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

   - Audited financial statements
   - Proof of Financial Industry Regulatory Authority (FINRA) certification, as appropriate
   - Proof of state registration, as appropriate
   - Completed broker/dealer questionnaire, as appropriate
   - Certification of having read and understood the Hidalgo County RMA investment policy.

   An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the investment officer.

   From time to time, the investment officer may choose to invest in instruments offered by minority and community financial institutions. In such situations, a waiver to the criteria under Paragraph 1 may be granted. All terms and relationships will be fully disclosed prior to purchase and will be reported to the appropriate entity on a consistent basis and should be consistent with state or local law. These types of investment purchases should be approved by the appropriate legislative or governing body in advance.

2. **Internal Controls** The investment officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of Hidalgo County RMA are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the investment officer shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

- Control of collusion
- Separation of transaction authority from accounting and recordkeeping
- Custodial safekeeping
- Avoidance of physical delivery securities
- Clear delegation of authority to subordinate staff members
- Written confirmation of transactions for investments and wire transfers
- Development of a wire transfer agreement with the lead bank and third-party custodian

3. **Delivery vs. Payment** All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities will be held by a third-party custodian as evidenced by safekeeping receipts.

V. Suitable and Authorized Investments

In accordance with authorizing Federal and State laws, the Trust Agreements, the Authority's depository contract, and appropriate approved collateral provisions, and in furtherance of the Investment Strategy Statement attached hereto, the Authority may utilize the following investments for the investment of the Authority's funds:

Obligations of or Guaranteed by Governmental Entities

a) Obligations of the United States or its agencies and instrumentalities, excluding mortgage-backed securities.

b) Direct obligations of the State of Texas or its agencies and Instrumentalities.

c) Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities.

d) Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.

e) Certificates of Deposit and Share Certificates

A certificate of deposit, or share certificate meeting the requirements of the Act that are issued by or through a depository institution that either has its main office, or a branch in the State of Texas that is (1) guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor or the National Credit Union Share Insurance Fund or its successor; (2) secured by obligations described in clauses (a)-(d) above, excluding mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of

the certificates and those mortgage-backed securities listed in Section 16.0; or (3) secured in any other manner and amount provided by law for deposits of the Authority.

In addition to Hidalgo County RMA to invest funds in certificates of deposit above, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under this policy:

1. The funds are invested by Hidalgo County RMA through: (1) a broker that has its main office or a branch office in the State of Texas and is selected from a list adopted by Hidalgo County RMA as required by Section IV(1) of this Investment Policy; or (2) a depository institution that has its main office or a branch office in the State of Texas and that is selected by the investing entity.

2. The broker or the depository institution selected by the investing entity under subparagraph (i) above arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of Hidalgo County RMA.

3. the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and

4. Hidalgo County RMA appoints the depository institution selected by Hidalgo County RMA under subparagraph (i) above, an entity described by Section 2257.041(d) of the Act, or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.

f) Repurchase Agreements

A fully collateralized repurchase agreement that (1) has a defined termination date; (2) is secured by obligations described in clause (a) above; (3) requires the securities being purchased by the Authority to be pledged to the Authority, held in the Authority's name, and deposited at the time the investment is made with the Authority or with a third party selected and approved by the Authority; and (4) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State of Texas. "Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations described in clause (a) above, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and reverse security repurchase agreement.

Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 180 days after the date the reverse security repurchase agreement is delivered. Money received by the Authority under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement. The Authority requires the execution of a Master Repurchase Agreement in substantially the form as may be prescribed by The Securities Industry and Financial Markets Association (SIFMA).

g) Banker's Acceptance

A Bankers' acceptance that (1) has a stated maturity of 270 days or fewer from the date of its issuance; (2) will be, in accordance with its terms, liquidated in full at maturity; (3) is eligible for collateral for borrowing from a Federal Reserve Bank; and (4) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank,

or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating of at least one nationally recognized credit rating agency. Such transactions shall not exceed 5% of the total Authority's Investment Portfolio, and all such endorsing banks shall come only from a list of entities that are constantly monitored as to financial solvency.

h) Commercial Paper

Commercial Paper that (1) has a stated maturity of 270 days or fewer from the date of its issuance; and (2) is rated not less than A-1 or P-1 or an equivalent rating by at least (A) two nationally recognized credit rating agencies or (B) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any State. Such transactions shall not exceed 25% of the total Authority's Investment Portfolio with no more than 5% in any one issuer or its subsidiaries.

i) Mutual Funds

A no-load money market mutual fund that (1) is registered with and regulated by the Securities and Exchange Commission; (2) provides the Authority with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940; (3) has a dollar-weighted average stated maturity of 60 days or fewer; and (4) includes in its investment objectives the maintenance of a stable net asset value of $1 for each share.

A no-load mutual fund that (1) is registered with the Securities and Exchange Commission; (2) has an average weighted maturity of less than two years; (3) is invested exclusively in obligations described in this Section 14.0; (4) is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and (5) conforms to the requirements set forth in Sections 2256.016(b) and (c) of the Act, relating to the eligibility of investment pools to receive and invest funds of investing entities.

The Authority is not authorized to (1) invest in the aggregate more than 15% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in the immediately preceding paragraph; (2) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in the immediately preceding paragraph; or (3) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in either paragraph above in an amount that exceeds 10% of the total assets of the mutual fund. In addition, the total assets invested in any single mutual fund may not exceed 5% of the Authority’s average fund balance, excluding bond proceeds and reserves and other funds held for debt service.

With regard to Money Market Mutual Funds, the Authority is not authorized to invest its funds in any one money market mutual fund in an amount that exceeds 5% of the total assets of the money market mutual fund.

j) Investment Pools

The Authority may invest its funds and funds under its control through an eligible investment pool if the Board of Directors by official action authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by the Act. The Authority may invest its funds through an eligible investment pool if the pool provides to the Investment Officer an offering circular or other similar disclosure document that contains, at a minimum, the following information:

1) The types of investments in which money is allowed to be invested.

2) The maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool.

3) The maximum stated maturity date any investment security within the portfolio has.

4) The objectives of the pool.

5) The size of the pool.

6) The names of the members of the advisory board of the pool and the dates their terms expire.

7) The custodian bank that will safe keep the pool's assets.

8) Whether the intent of the pool is to maintain a net asset value of $1 and the risk of market price fluctuation.

9) Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment.

10) The name and address of the independent auditor of the pool.

11) The requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool.

12) The performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

To maintain eligibility to receive funds from and invest funds on behalf of the Authority, an investment pool must be continuously rated no lower than AAA, AAA-m, and AAA-f or at an equivalent rating of at least one nationally recognized rating service and must furnish to the Investment Officer: (i) Investment transaction confirmations and (ii) A monthly report that contains, at a minimum, the following information:

1) The types and percentage breakdown of securities in which the pool has invested.

2) The current average dollar-weighted maturity, based on the stated maturity date of the pool.

3) The current percentage of the pool’s portfolio in investments that have stated maturities of more than one year.

4) The book value versus the market value of the pool’s portfolio, using amortized cost valuation.

5) The size of the pool.

6) The number of participants in the pool.

7) The custodian bank that is safekeeping the assets of the pool.

8) A listing of daily transaction activity of the Authority in the pool.

9) The yield and expense ratio of the pool.

10) The portfolio managers of the pool.

11) Any changes or addenda to the offering circular.

The Authority by contract may delegate to an investment pool the Authority to hold legal title as custodian of investments purchased with its local funds.

For purposes of investment in an investment pool, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

To be eligible to receive funds from and invest funds on behalf of the Authority, a public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily, and, to the extent reasonably possible, stabilize at a $1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between 0.995 and 1.005.

To be eligible to receive funds from and invest funds on behalf of the Authority, a public funds investment pool must have an advisory board composed:

1) Equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791, Texas Government Code, and managed by a state agency; or

2) Of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

k) Guaranteed Investment Contracts

A Guaranteed Investment Contract is an authorized investment for bond proceeds if the guaranteed investment contract:

1) Has a defined termination date;

2) Is secured by obligations described by clause (a) above, but excluding those obligations described by Section 16.0 herein in an amount at least equal to the amount of bond proceeds invested under the contract;

3) Is pledged to the Authority and deposited with the Authority or with a third party selected and approved by the Authority; and

4) Meets the following requirements:

a) The Board of Directors of the Authority must specifically authorize guaranteed investment contracts as an eligible investment in the order, ordinance, or resolution authorizing the issuance of bonds;

b) The Authority must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;

c) The Authority must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;

d) The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be reinvested; and

The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

The following are not authorized investments under this Section V:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and.
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

VI. Investment Parameters

1. **Diversification** The investments shall be diversified by:

   - limiting investments to avoid over concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities),
   - limiting investment in securities that have higher credit risks,
   - investing in securities with varying maturities, and
   - continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds or repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

2. **Maximum Maturities** To the extent possible, Hidalgo County RMA shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Hidalgo County RMA will not directly invest in securities maturing more than five (5) years from the date of purchase or in accordance with state and local statutes and ordinances. Hidalgo County RMA shall adopt weighted average maturity limitations (which often range from 60 days to 3 years), consistent with the investment objectives.

   Reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding five (5) years if the maturity of such investments are made to coincide as nearly as practicable with the expected use of funds. The intent to invest in securities with longer maturities shall be disclosed in writing to the legislative body.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as LGIPs, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

VII. Reporting

1. **Methods** The investment officer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow Hidalgo County RMA to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the investment officer, the legislative body, and any pool participants. The report will include the following:

    - Listing of individual securities held at the end of the reporting period.
    - Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration that are not intended to be held until maturity (in accordance with Governmental Accounting Standards Board (GASB) requirements).
    - Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks.
    - Listing of investment by maturity date.
    - Percentage of the total portfolio which each type of investment represents.

2. **Performance Standards** The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates.

3. **Marking to Market** The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly. In defining market value, considerations should be given to the GASB Statement 31 pronouncement.

VIII. Policy Considerations

1. **Exemption** Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy

2. **Amendments** This policy shall be reviewed on an annual basis. Any changes must be approved by the investment officer and any other appropriate authority, as well as the individual(s) charged with maintaining internal controls.

IX. List of Attachments

The following documents, as applicable, are (or may be in the future) attached to this policy:

- Listing of authorized personnel,
- Repurchase agreements and tri-party agreements,
- Listing of authorized broker/dealers and financial institutions,
- Credit studies for securities purchased and financial institutions used,
- Safekeeping agreements,
- Wire transfer agreements,
- Sample investment reports, and
- Methodology for calculating rate of return.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-02

AUTHORIZATION TO PROCURE FOR ADVANCE PROJECT DEVELOPMENT SUPPORT FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR (IBTC) PROJECT

THIS RESOLUTION is adopted this 26th day of January 2021 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, the Authority is developing the Hidalgo County Loop System, which includes the 365 Tollway (365 Toll), International Bridge Trade Corridor (IBTC), State Highway 68, Segment A (West), Segment C, and I-69 Connector; and

WHEREAS, the Authority is nearing submission of final environmental clearance documents for the IBTC Project and finds it necessary to initiate a series of procurements (as needed) for Advance Project Delivery support services that include (but are not limited to): planning, environmental (documentation / mitigation support), surveying (topography / photogrammetry / boundary), and engineering (hydrology & hydraulics / utility relocation / pavement design / geotechnical / traffic management systems / value engineering / PS&E); and

WHERAS, the Authority will formally solicit Statements of Qualifications from professional services firms, rate and rank the firms and develop a short list for consideration by the Board of Directors;

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

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

Section 2. The Board hereby authorizes Executive Director to prepare Requests for Statements of Qualifications for Professional Services for Advance Project Delivery Support (as needed) for the International Bridge Trade Corridor Project and formally advertise for respondents.

Section 3. Upon receipt of formal responses from professional services firms, a committee comprised of HCRMA Staff led by the Executive Director and supported by the Chief Development Engineer and Chief Construction Engineer will rate, rank and recommend a short list of firms for consideration by the Board of Directors at the first available regular meeting.

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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 26th day of January 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ricardo Perez, Secretary/Treasurer

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2021-03

RESOLUTION AUTHORIZING THE REMOVAL OF FORREST RUNNELS, RICK PEREZ, ALONZO CANTU, DAVID GUERRA, PAUL MOXLEY, AND EZEQUIEL REYNAS AS A SIGNATORY ON ALL PLAINSCAPITAL BANK, LOGIC AND WILMINGTON TRUST ACCOUNTS

THIS RESOLUTION is adopted this 23rd day of February, 2021 by the Board of Director of the Hidalgo County Regional Mobility Authority.

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

WHEREAS, the Authority was created by Order of Hidalgo County (the "County") dated October 26, 2004; Petition of the County dated April 21, 2005; and a Minute Order of the Texas Transportation Commission (the "Commission") dated November 17, 2005, pursuant to provisions under the Act the Authority; and

WHEREAS, the Authority has established a certain bank account with PlainsCapital Bank, Logic and Wilmington Trust; and

WHEREAS, it has become necessary to revise the Authority's authorized signatories for the PlainsCapital, Logic and Wilmington Trust accounts;

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

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

Section 2. The Board authorizes the removal of Forrest Runnels, Rick Perez, Alonzo Cantu, David Guerra, Paul Moxley, and Ezequiel Reyna as an authorized signatory on all PlainsCapital Bank, Logic and Wilmington Trust Accounts.

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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 23rd day of February, 2021, at which meeting a quorum was present.

S. David Deanda, Chairman

Attest:

Ezequiel Reyna, Jr., Secretary/Treasurer

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2021-04

APPROVAL OF FISCAL YEAR 2020 FINANCIAL STATEMENT AND INDEPENDENT AUDITORS REPORT

THIS RESOLUTION is adopted this 23rd day of March, 2021, by the Board of Director of the Hidalgo County Regional Mobility Authority.

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

WHEREAS, the Authority was created by Order of Hidalgo County (the "County") dated October 26, 2004; Petition of the County dated April 21, 2005; and a Minute Order of the Texas Transportation Commission (the "Commission") dated November 17, 2005, pursuant to provisions under the Act the Authority; and

WHEREAS, the Authority is required to report to the Texas Department of Transportation the annual financial statement and independent auditors report pursuant to the Texas Administrative Code, Title 43, Part 1, Chapter 26, Subchapter G (Regional Mobility Authority Reports and Audits), as amended; and

WHEREAS, the Authority's 2020 fiscal year commenced on January 1, 2020 and ended on December 31, 2020; and

WHEREAS, the Board accepts the Fiscal Year 2020 Financial Statement and Independent Auditors Report prepared by Burton McCumber & Longoria, LLP;

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

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

Section 2. The Board accepts the Fiscal Year 2020 Financial Statement and Independent Auditors Report, hereto attached as Exhibit A.

*****

Passed and Approved as to be effective immediately this 23rd day of March, 2021, at a regular meeting of the Board of Directors of the Hidalgo County Regional Mobility Authority at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.

S. David Deanda, Jr., Chairman

Attest:

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

FINANCIAL STATEMENT AND INDEPENDENT AUDITORS REPORT
FOR
FISCAL YEAR 2020

AUDITED ANNUAL FINANCIAL REPORT



FOR THE YEAR ENDED
DECEMBER 31, 2020

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY





Hidalgo County Regional Mobility Authority

BOARD OF DIRECTORS

S. David Deanda Jr. - Chairman

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

EXECUTIVE DIRECTOR

Pilar Rodriguez, P.E.

CHIEF FINANCIAL OFFICER

Jose H. Castillo

Audited Annual Financial Report

For the Year Ended
December 31, 2020

Hidalgo County Regional Mobility Authority

AUDITED ANNUAL FINANCIAL REPORT
YEAR ENDED DECEMBER 31, 2020

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FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Hidalgo County Regional Mobility Authority

Report on the Financial Statements

We have audited the accompanying financial statements of the Hidalgo County Regional Mobility Authority, as of and for the year ended December 31, 2020, and the related notes to the financial statements, which collectively comprise the Hidalgo County Regional Mobility Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Authority, as of December 31, 2020, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 7-10 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 15, 2021, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

Barton McClain & Longoria, L.L.P.

McAllen, Texas
March 15, 2021

As management of the Hidalgo County Regional Mobility Authority (the Authority), we offer readers of the Authority's financial statements this narrative overview and analysis of the financial activities of the Authority for the year ended December 31, 2020.

FINANCIAL HIGHLIGHTS

- The Authority's net position grew by nearly $2.3 million or 4.5%. This growth was expected and was due to the continued growth of vehicle registration fees and conservative administrative operational costs.
- Capital assets (net of depreciation) increased by $882K.
- No capital grants were received from the federal or state only $105K in local funding.
- An advanced refunding was issued for the defeasance of the Series 2013 bonds. Further discussion is disclosed in the notes to the financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

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

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

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

FINANCIAL ANALYSIS OF THE AUTHORITY

Net position may serve over time as a useful indicator of the Authority's financial position. In the case of the Authority, assets exceeded liabilities by roughly $53.0 million at the close of the year ended December 31, 2020.

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

Authority's Net Position

Table 1 - Dollars in Millions

	2020	2019
Assets		
Current and other assets	$ 15.5	$ 7.9
Capital assets	128.2	127.3
Total assets	143.7	135.2
Deferred outflows of resources	6.1	-
Liabilities		
Long-term liabilities	94.3	77.4
Other liabilities	2.6	7.2
Total liabilities	96.9	84.6
Net Position		
Net invested in capital assets, net of related debt	43.5	43.1
Restricted	5.8	4.5
Unrestricted	3.7	3.1
Total net position	$ 53.0	$ 50.7

By far the largest portion of the Authority's net position ($53.0 million) is reflected in its net investment in capital assets, mainly in construction in progress, less any related debt used to acquire those assets that is still outstanding. The Authority will use these capital assets to provide services to users; consequently, these assets are not available for future spending. Although the Authority's investments in its capital assets are reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

Net position for debt service totaling $5,710,580 represents resources that are subject to bond covenants. Unrestricted net position represents resources that can be used to finance day-to-day operations without constraints total $3,750,465.

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

Authority's Changes in Net Position

Table 2 - Dollars in Millions

	2020	2019
Revenues		
Program Revenues		
Charges for services	$ 7.4	$ 7.3
Capital grants, contributions and other	1.4	0.4
	8.8	7.7
Expenses		
Other	6.5	6.4
Excess of revenues over expenditures	2.3	1.3
Net position - beginning	50.7	49.4
Net position - ending	$ 53.0	$ 50.7

Authority's net position increased by nearly $2.3 million, mainly due to an increase in overweight fees, vehicle registration fees, and other sources.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

The Authority's capital assets (net of accumulated depreciation) amounts to $128.2 million. This investment in capital assets includes construction in progress as well as land, leasehold improvements, and office equipment. The total increase in the Authority's capital assets for the current year was $880K or .006%. The details of the change in capital assets from last year are reflected in the table below.

Authority's Capital Assets
(Net of Depreciation)

Table 3 - Dollars in thousands

	2020	2019
Leasehold improvements	$ 216	$ 216
Office equipment	26	24
Land	441	441
Construction in progress	127,588	126,710
	$ 128,271	$ 127,391

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

Long-Term Obligations

At the end of the current year, the Authority had total contractually obligated long-term debt of $94.9 million (not including unamortized premium activity). The details of the change in debt from last year are as indicated:

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

	2020	2019
Bonds	$ 94,950	$ 76,932
	$ 94,950	$ 76,932

The net increase in long-term debt was $18,019M, which includes new bond issuance of $67,885M and principal retirement of the current existing debt totaling $1,255M and bond defeasance totaling $49,395M and principal accretion in the amount of $784K as stipulated in loan documents.

ECONOMIC FACTORS AND NEXT YEAR

- The continued growth of vehicle registration fees is expected.
- The continued growth of overweight permit fees usage is expected.
- Continued partnership with Texas Department of Transportation is expected.

All of these factors were considered in preparing the Authority's budget for the year 2021.

REQUESTS FOR INFORMATION

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

BASIC FINANCIAL STATEMENTS

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
STATEMENT OF NET POSITION
DECEMBER 31, 2020

ASSETS		
Current assets:		
Cash	$	120,015
Cash with fiscal agent		112,582
Investments		2,870,811
Receivables (net of allowance for uncollectible):		
Vehicle registration fees receivable		523,520
Promiles- receivable		8,775
Prepaid expense		312,797
Restricted assets:		
Investments		11,525,092
Total current assets		15,473,592
Noncurrent assets:		
Capital assets:		
Land		441,105
Leasehold improvements		266,776
Office equipment		33,136
Construction in progress (nondepreciable)		127,588,194
Accumulated depreciation		(56,858)
Total noncurrent assets		128,272,353
Deferred Outflow of Resources:		
Deferred charges on refunding		6,153,048
Total deferred outflows		6,153,048
Total assets and deferred outflow of resources		149,898,993
LIABILITIES		
Current liabilities payable not from restricted assets:		
Accounts payable	$	133,488
Current portion of long-term debt		2,208,479
Unearned revenue		112,582
Current liabilities payable from restricted assets:		
Accrued interest payable		154,712
Total current liabilities payable		2,609,261
Noncurrent liabilities:		
Long-term debt (net of current portion)		94,248,534
Total noncurrent liabilities		94,248,534
Total liabilities		96,857,795
NET POSITION		
Net invested in capital assets		43,580,153
Restricted for:		
Debt service		5,710,580
Unrestricted		3,750,465
Total net position		53,041,198
Total liabilities and net position	$	149,898,993

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE YEAR ENDED DECEMBER 31, 2020

Operating revenues:		
Charges for sales and services:		
Vehicle registration fees	$	6,422,850
Overweight permit fees		973,080
Total operating revenues		7,395,930
Operating expenses:		
Personnel services		879,122
Supplies		6,915
Other services and charges		370,722
Depreciation expense		32,269
Total operating expenses		1,289,028
Operating income		6,106,902
Non-operating revenues (expenses):		
Miscellaneous		150
Investment earnings-unrestricted		13,822
Investment earnings-restricted		44,367
Intergovernmental		105,000
Interest expense (principal accretion)		(783,514)
Interest expense/fees-bonds		(1,696,945)
Issuance cost		(1,041,663)
Interest on refunding		(512,754)
Premium amortization		79,162
Total non-operating (expenses) revenues		(3,792,375)
Change in net position		2,314,527
Total net position - beginning		50,726,671
Total net position - ending	$	53,041,198

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2020

CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from vehicle registrations, overweight permit fees, and other	$	7,329,085
Payments to employees		(871,974)
Payments to suppliers		(6,915)
Payments for contractual services		(403,928)
Net cash provided by operating activities		6,046,268
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Receipts from other governmental entities		105,000
Net cash provided by noncapital financing activities		105,000
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Acquisition and construction of capital assets		(983,373)
Bond proceeds		69,242,678
Escrow transfer		(57,664,740)
Principal paid on long-term debt		(1,255,000)
Amount paid on liability debt		(5,377,193)
Interest paid on long-term liability		(1,768,758)
Insurance premiums		(312,436)
Issuance cost and other		(1,041,663)
Net cash provided by capital and related financing activities		839,515
CASH FLOWS FROM INVESTING ACTIVITIES		
Net purchase of investments		(6,991,667)
Interest income		58,188
Net cash used by investing activities		(6,933,479)
Net increase in cash		57,304
Cash beginning of fiscal year		62,711
Cash end of fiscal year	$	120,015
Reconciliation of operating income to net cash provided by operating activities:		
Operating income	$	6,106,902
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation expense		32,269
Increase in prepaid expense		(32,314)
Increase in accounts receivable-Vehicle Registration Fees		(58,069)
Increase in accounts receivable-Other		(8,775)
Increase in accounts payable		6,255
Total adjustments		(60,634)
Net cash provided by operating activities	$	6,046,268

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

NOTE I - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

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

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

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

B. Basis of Accounting

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

The operations of the Authority are accounted for within a single proprietary (enterprise) fund on an accrual basis. The accounting and financial reporting treatment applied is determined by measurement focus. The transactions of the Authority are accounted on a flow of economic resources measurement focus.

The financial statements of the Authority measure and report all assets, liabilities, revenues, expenditures, and gains and losses using the economic resources measurement focus and accrual basis of accounting.

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

B. Basis of Accounting – *(Continued)*

Under this basis, revenues are recognized in the period in which they are earned, expenses are recognized in the period in which they are incurred, depreciation of assets is recognized and all assets and liabilities associated with the operation of the Authority are included in the Statement of Net Position. Operating expenses include the cost of administrative expenses. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

C. Cash, Cash with Fiscal Agent, and Investments

Cash and cash with fiscal agent include cash on hand, demand deposits, and cash held by a third party for prepaid overweight permit fees (ProMiles Software Development Corp.). These deposits are fully collateralized or covered by federal deposit insurance.

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

D. Capital Assets

Capital assets are defined by the Authority as assets with an individual cost of $5,000 or more and an estimated useful life in excess of one year. Capital assets at year-end represent capitalized costs for legal, consulting and engineering relating to advance planning on the Loop projects, which prioritize 365 Tollway (formerly TCC), the International Border Trade Corridor, and State Highway 68 (formerly Segment D). It also includes office equipment and land. Depreciation and amortization on construction in progress will not begin until the project is operational.

E. Restricted Assets

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

F. Receivables

All receivables are shown net of allowance for uncollectible balances. The allowance is based on historical activity and there is currently no amount identified as uncollectible.

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

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

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

G. Classification of Operating and Non-operating Revenues and Expenses – *(Continued)*

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

H. Estimates

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

I. Personnel Liabilities

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

J. Income Taxes

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

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

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

L. Rounding Adjustments

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

NOTE II - DETAILED NOTES ON THE AUTHORITY'S ACTIVITY

A. Cash and Investments

Plains Capital Bank maintains the Authority's deposits for safekeeping and secures the funds with pledged securities in an amount sufficient to protect the Authority's funds, currently at 105% of unsecured deposits. The pledge of securities is provided in excess of the deposits above the Federal Deposit Insurance Corporation ("FDIC") insurance. At December 31, 2020, the Authority's deposits were entirely covered by federal deposit insurance or were secured by collateral held by the Authority's agent in the Authority pursuant to the Authority's Depository Agreement with Plains Capital Bank. At December 31, 2020, the bank balance of the Authority's deposit was $120,015.

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

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

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

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

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

A. Cash and Investments – *(Continued)*

The Authority has the following fair value measurement as of December 31, 2020:

		Fair Value Measurement Using		
	Fair Value	Level 1 Inputs	Level 2 Inputs	Level 3 Inputs
LOGIC - Unrestricted	$ 2,852,775	$ 2,852,775	$ -	$ -
Government Securities - Unrestricted	18,036	18,036	-	-
LOGIC - Restricted	5,534,413	5,534,413	-	-
TexStar - Restricted	5,624,489	5,624,489	-	-
Government Securities - Restricted	366,190	366,190	-	-
	$ 14,395,903	$ 14,395,903	$ -	$ -

Interest Rate Risk

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

	Investment Maturities (in Years) at the end of December 31, 2020			
	Fair Value	Less Than 1	1-2	2-3
LOGIC - Unrestricted	$ 2,852,775	$ 2,852,775	$ -	$ -
Government Securities-Unrestricted	18,036	18,036	-	-
LOGIC - Restricted	5,534,413	5,534,413	-	-
TexStar - Restricted	5,624,489	5,624,489		
Government Securities-Restricted	366,190	366,190	-	-
	$14,395,903	$14,395,903	$ -	$ -

Credit Risk

Credit risk is the risk that an issuer or other counter party to an investment will not fulfill its obligation. As of December 31, 2020, the investments in the State's investment pools were rated AAAm by Standards and Poor's.

Custodial Credit Risk

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

The Authority has a process of maintaining contact with the trust department of its depository bank to eliminate all custodial credit risk once a need for an increase in collateral is identified the trust department adjusts the collateral amount accordingly. As of December 31, 2020, the Authority's bank balance was not exposed to custodial credit risk and was over-insured and over-collateralized via Plains Capital's investment in federal securities held by a third party in the name of the Authority to cover the amount of deposits over the FDIC collateral.

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

A. Cash and Investments – (*Continued*)

Concentration of Credit Risk
The Authority's investment holdings at December 31, 2020 were strictly confined to LOGIC, TexStar, and government securities. The investment policy is silent in the concentration of holdings in the various types of securities and investments.

B. Unearned Revenue

The Authority reports unearned revenue in connection with resources that have been received, but not yet earned. As of December 31, 2020, the Authority's unearned revenues totaled $112,582. Unearned revenues totaling $112,582 were due to prepayments by customers who purchase commercial truck overweight permits. The third party who is acting as the Authority's Fiscal Agent is Promiles, the company that owns the software that is used for online overweight permit purchases.

C. Capital Assets

Capital asset activity for the year ended December 31, 2020, was as follows:

	Balance 12/31/2019	Increases	Disposals/ Transfers	Balance 12/31/2020
Capital Assets, not being depreciated:				
Land	$ 441,105	$ -	$ -	$ 441,105
Construction in progress	126,709,798	878,396	-	127,588,194
Total Capital Assets not being depreciated	127,150,903	878,396	-	128,029,299
Capital Assets, being depreciated:				
Leasehold improvements	237,660	29,116		266,776
Office equipment	26,732	6,404	-	33,136
Total Capital Assets being depreciated	264,392	35,520	-	299,912
Less accumulated depreciation for:				
Leasehold improvements	(21,945)	(28,208)	-	(50,153)
Office equipment	(2,643)	(4,062)	-	(6,705)
Total accumulated depreciation	(24,588)	(32,270)	-	(56,858)
Total Capital Assets being depreciated (Net)	239,804	3,250	-	243,054
Net Total Capital Assets	$ 127,390,707	$ 881,646	$ -	$ 128,272,353

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

C. Capital Assets— *(Continued)*

Increase in construction in progress consists of the following:

Consulting and engineering	$ 2,063
Legal and professional	47,113
Loop project: 365 Tollway/IBTC	723,060
Captialized wages	106,160
	$ 878,396

D. Non-capitalized Construction Costs

Non-capitalized construction costs include costs associated with projects which will not be owned or maintained by the Authority once the project is completed. Costs associated with these projects are expensed as incurred. This year the Authority had no non-capitalized construction costs.

E. Long-Term Obligations

1. Revenue Bonds

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

$61,600,000 refunding bonds, Series 2013 due in various installments through 2023 with interest of 4.0% to 5.0%.		$4,090,000
$9,870,000 refunding bonds, Series 2020A due in various installlments through 2050 with interest of 3.0% to 4.0%.		9,870,000
$58,015,000 refunding bonds, Series 2020B due in various installments through 2043 with interest of 2.91% to 2.97%.		58,015,000
$20,000,000 Junior Lien Bond, Series 2016A due in various installments through 2051 with interest of 3.5%.	$20,000,000	
Principal accretion on Junior Lien Bond, Series 2016A.	2,975,440	
Total outstanding balance on Junior Lien Bond, Series 2016A		22,975,440
Total principal outstanding		94,950,440
Bond premium		1,506,575
Total bonds payable		$96,457,015

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

E. Long-Term Obligations - (*Continued*)

1. Revenue bonds - (*Continued*)

The Junior Lien Bond, Series 2016A was executed December 1, 2016 in the amount of $20,000,000. The first principal installment in the amount of $210,000 is due December 1, 2026 and the first interest payment is due December 1, 2021. Interest will accrete at a rate of 3.5% per annum, compounding semi-annually on June 1 and December 1 of each year until June 1, 2021. As of December 31, 2020, accretion to date totaled $2,975,440. Total accretion of interest totaling $402,070 will be recognized in future periods until the final accretion date.

Debt service requirements on long-term obligations at December 31, 2020 including principal accretion are as follows:

Year Ended December 31	Principal	Interest	Total
2021	$ 2,110,000	$ 2,265,651	$ 4,375,651
2022	2,170,000	2,617,817	4,787,817
2023	2,240,000	2,544,317	4,784,317
2024	2,325,000	2,466,530	4,791,530
2025	2,345,000	2,444,117	4,789,117
2026-2030	13,388,000	11,658,548	25,046,548
2031-2035	14,990,000	10,235,433	25,225,433
2036-2040	18,859,000	8,096,904	26,955,904
2041-2045	19,201,000	4,947,369	24,148,369
2046-2050	15,745,000	2,166,290	17,911,290
2051	1,979,510	69,279	2,048,789
	$ 95,352,510	$ 49,512,255	$ 144,864,765
Less: principal accretion*	(402,070)		
	$ 94,950,440		

*Principal accretion will increase principal outstanding balance in future periods.

The Authority and Hidalgo County authorized the pledge of the vehicle registration fee revenues to secure payment of the Hidalgo County Regional Mobility Authority debt in a term not exceeding 40 years. The current net debt service position was $5,710,580 for the year ended December 31, 2020. These funds are required by the bond ordinance to be set aside to pay the bond debt. These funds are managed by a Trustee, Wilmington Trust, and are currently held in the Logic Investment Pool, TexStar Pool and government securities.

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

E. Long-Term Obligations - (*Continued*)

1. Revenue bonds - (*Continued*)

Long-term obligations outstanding at December 31, 2020 are as follows:

	Balance 12/31/2019	Increases	Decreases	Balance 12/31/2020	Due Within One Year
Bonds Payable:					
Revenue Bond Series 2013	$ 54,740,000	$ -	$ 50,650,000	$ 4,090,000	$ 1,305,000
Revenue Bond Series 2020A	-	9,870,000	-	9,870,000	-
Revenue Bond Series 2020B	-	58,015,000	-	58,015,000	805,000
Jr. Lien Bond Series 2016A (1)	22,191,926	783,514	-	22,975,440	-
Premium on Bonds-2013	1,834,837	-	1,674,626	160,211	53,223
Premium on Bonds-2020A	-	1,357,678	11,314	1,346,364	45,256
Total Long-Term Obligations	$ 78,766,763	$ 70,026,192	$ 52,335,940	$ 96,457,015	$ 2,208,479

(1) Future principal accretion--$402,070 not included.

2. Other Payable

The Authority went through a condemnation process to acquire land during the year ended December 31, 2017. At the time the land was acquired, the Authority paid a total of $7,407,616 and the remaining balance totaling $5,377,193 was recognized as a liability. This liability was fully paid during the current year.

3. Arbitrage

In 2013, the Authority issued long-term debt for capital construction projects. These bonds are subject to arbitrage regulations. Arbitrage regulations call for the return of the difference in interest revenue against interest expense. At December 31, 2020, there was no liability of arbitrage that would have been owed to the federal government.

F. Finance-Related Legal and Contractual Provisions

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

Violation	Action Taken
None	Not applicable

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

G. Operating Lease Commitments

Effective March 1, 2018, the Authority entered into a lease agreement with a 60 month term and monthly installments of $4,480. The agreement includes a renewal option for an additional 60 months. Additionally, the Authority leases certain office equipment. All the Authority's leases are accounted for as operating leases. The total costs of the Authority's leases were $64,287 for the year ended December 31, 2020. The future minimum lease payments for these leases are as follows:

December 31,	
2021	$ 60,871
2022	55,312
2023	8,960
	$ 125,143

NOTE III - OTHER INFORMATION

A. City Contributions

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

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

This agreement is subject to an annual budget appropriation by the City. In the event the funds are not appropriated, the City is under no obligation to provide funds. For the year ended December 31, 2020, actual collections from city contributions totaled $105,000.

B. Litigation

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

NOTE III - OTHER INFORMATION - *(Continued)*

C. Project Commitments

At December 31, 2020, the Authority had the following remaining project commitments:

Project	Authorization	Expended	Remaining
Program management	$ 820,373	$ 160,439	$ 659,934
Engineering/surveying	18,107,649	14,946,121	3,161,528
Enviornmental	911,853	811,465	100,388
Material testing	291,390	142,579	148,811
	$ 20,131,265	$ 16,060,604	$ 4,070,661

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

D. Impairment of Assets

The Authority reviews the carrying values of assets for impairment whenever events and circumstances indicate the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use the eventual disposition. In cases where undiscounted expected cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying values exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and other economic factors. The authority recorded no impairments for the year ended December 31, 2020.

E. Letter of Credit

As of December 31, 2020, the authority has not drawn upon the letter of credit, which has been issued in the maximum amount of $50,000 with interest of 1% with Plains Capital Bank.

F. Major Vendors

Four vendors accounted for 26%, 15%, 10% and 9% of vendor payments for the year ended December 31, 2020.

G. New Accounting Pronouncements

No new accounting pronouncements were implemented during 2020. GASB issued Statement No. 95, Postponement of the Effective Dates of Certain Authoritative Guidance. This Statement provides temporary relief to governments in light of the COVID-19 pandemic by posting the effective dates of Statements set to become effective in 2020 and 2021. Management will implement upcoming GASB Statements, where applicable based on the new effective dates.

NOTE III - OTHER INFORMATION - *(Continued)*

H. COVID-19 and Operations

In March 1, 2020, the President of the United States declared a National Emergency and the Governor of the State of Texas declared a State of Disaster as a result of the COVID-19 pandemic. Local disaster orders were put in place within Hidalgo County. These declarations did not have a significant impact on the Authority's operations. As part of the Governor's declaration, certain vehicle registration requirements were temporarily waived until April 14, 2021. This temporary waiver did not significantly affect vehicle registration fees collected during the year.

I. Subsequent Events

The Authority has evaluated subsequent events through March 15, 2021, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of March 15, 2021, have been incorporated into these financial statements herein.

REPORTS REQUIRED UNDER
GOVERNMENT AUDITING STANDARDS

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

To the Board of Directors
Hidalgo County Regional Mobility Authority

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Hidalgo County Regional Mobility Authority ("the Authority"), as of and for the year ended December 31, 2020, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated March 15, 2021.

Internal Control over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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



McAllen, Texas
March 15, 2021

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2021-05

RESOLUTION APPROVING 2020 ANNUAL COMPLIANCE REPORT

THIS RESOLUTION is adopted this 23rd day of March, 2021, by the Board of Director of the Hidalgo County Regional Mobility Authority.

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

WHEREAS, the Authority was created by Order of Hidalgo County (the "County") dated October 26, 2004; Petition of the County dated April 21, 2005; and a Minute Order of the Texas Transportation Commission (the "Commission") dated November 17, 2005, pursuant to provisions under the Act the Authority; and

WHEREAS, the Authority is required to submit to the Texas Department of Transportation the annual compliance report pursuant to the Texas Administrative Code, Title 43, Part 1, Chapter 26, Subchapter G (Regional Mobility Authority Reports and Audits), as amended; and

WHEREAS, the Authority's 2020 fiscal year commences on January 1, 2020 and ended on December 31, 2020; and

WHEREAS, the Authority has reviewed the annual compliance report for Fiscal Year 2020;

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

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

Section 2. The Board approves the annual compliance report for Fiscal Year 2020, hereto attached as Exhibit A.

Section 3. The Board of Directors authorize the Executive Director to submit the 2020 annual compliance report to the Texas Department of Transportation.

*****

Passed and Approved as to be effective immediately this 23rd day of March, 2021, at a regular meeting of the Board of Directors of the Hidalgo County Regional Mobility Authority at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.

S. David Deanda, Jr., Chairman

Attest:

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FISCAL YEAR 2020 COMPLIANCE REPORT

Hidalgo County Regional Mobility Authority

Compliance Report

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

§26.65(a) Annual Reports to the Commission

Compliance Rule	Compliance Statement	Certification
Rule §26.61 Written Reports:		
The annual operating and capital budgets adopted by the RMA year.	HCRMA is in compliance.	HCRMA adopted the FY 2021 Operating & Capital Budget on December 15, 2020.
Any annual financial information and notices of material events required to be disclosed under Rule 15c2-12 of the SEC.	Not applicable.	
To the extent not disclosed in another report required in this compliance report, a statement of any surplus revenue held by the RMA and a summary of how it intends to use the surplus revenue.	Not applicable. HCRMA does not have surplus income at this time.	
An independent auditor's review of the reports of investment transactions prepared under Government Code, §2256.023.	HCRMA is in compliance.	HCRMA Board of Directors accepted the FY 2020 financial statement and independent audit on March 23, 2021, which included a review of investment transactions.
Rule §26.62 Annual Audit:		
The RMA shall maintain its books and records in accordance with generally accepted accounting principles in the United States and shall have an annual financial and compliance audit of such books and records.	HCRMA is in compliance.	HCRMA Board of Directors accepted the FY 2020 financial statement and independent audit on March 23, 2021.
The annual audit shall be submitted to each county or city that is a part of the RMA within 120 days after the end of the fiscal year, and conducted by an independent certified public accountant.	HCRMA is in compliance.	HCRMA has made the financial statement and independent auditors report available to all interested parties.
All work papers and reports shall be retained for a minimum of four years from the date of the audit.	HCRMA is in compliance.	HCRMA's record retention policy in compliance with this requirement.
Rule §26.63 Other Reports to Counties and Cities:		
Provide other reports and information regarding its activities promptly when requested by the counties or cities.	HCRMA is in compliance.	All reports and activities are posted on the HCRMA web site at www.hcrma.net.
Rule §26.64 Operating Records:		
The Department will have access to all operating and financial records of the RMA. The executive director will provide notification if access is desired by the department.	HCRMA is in compliance.	

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-06

APPROVAL OF WORK AUTHORIZATION 19 TO THE PROFESSIONAL SERVICES AGREEMENT WITH SAMES INC. FOR 365 TOLL/HCID2 PARCEL UPDATES

THIS RESOLUTION is adopted this 23rd day of March 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, creating the Technical Committee, comprised of senior level engineers and professionals from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04 authorizing the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on October 16, 2013 the Authority approved Resolution 2013-41 authorizing the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bride Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, on November 20, 2014, the Authority approved Resolution 2013- 53 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms (Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services) to establish a surveying pool for the project; and

WHEREAS, on June 18, 2014, the Authority approved Resolution 2014-53 awarding professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, on February 23, 2016, the Authority approved Resolution 2016- 24 Work Authorization 1 to the Professional Service Agreement with SAMES, Inc. to provide revised survey for the SH 365 Segment 1 & 2 Parcel 16 in the amount of $2,935.00; and

WHEREAS, on March 22, 2016, the Authority approved Resolution 2016-44 Work Authorization 2 to the Professional Service Agreement with SAMES, Inc. to provide revised parcels 13P1, 13P2, 22, 26, 31, 39 and Salinas parcel for State Highway 365 Project in the amount of $13,567.50 for a revised amount of $16,502.50 for Work Authorizations 1 and 2. The maximum payable amount remains at $25,000; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-58 for Work Authorization 3 to the professional service agreement with SAMES Engineering to provide modifications to Parcel(s) 5 Part 5-AQ and 5- Part 5-R; 7 and 15 for State Highway 365 in the amount of $13,085.00; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-59 for Contract Amendment 1 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 3 in the amount of $4,587.50; and

WHEREAS, on May 26, 2016, the Authority approved Resolution 2016-79 Work Authorization 4 to the professional service agreement with SAMES Engineering to provide Parcels 5B, 36B and 80 for State Highway 365 in the amount of $5,085.00 whereas only $4,060.00 were expended; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-81 Work Authorization 5 to the professional service agreement with SAMES Engineering to provide parcels 107-A, 13P2, 102, 20, 108, 110, 111, 112 and 113 for the 365 Tollway Project in the amount of $22,325.00; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-82 Contract Amendment 2 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 4 & 5 in the amount of $26,385.00 for a revised increase of a maximum payable amount of $55,972.50; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-97 for Work Authorization 3 Supplemental 1 to the professional service agreement with SAMES Engineering for a no-cost time extension for parcel revision to the 365 Tollway Project; and

WHEREAS, on July 26, 2016 the Authority approved Resolution 2016-98 for Work Authorization 6 to the professional service agreement with SAMES Engineering to provide parcels 7, 7B, and 9P2 for Segment 2 of the 365 Tollway Project in the amount of $4,080.00; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-99 for Contract Amendment 3 to the professional service agreement with SAMES Engineering for Work Authorization 6 in the amount of $4,080.00 for a revised increase of a maximum payable amount of $60,052.50; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-105 for Work Authorization 7 to the professional service agreement with SAMES Engineering to provide right of way staking for Veterans Road and Hi-Line Road for utility relocations in the amount of $5,650.00; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-106 for Contract Amendment 4 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 7 in the amount of $5,650.00 for a revised increase a maximum payable amount of $65,720.50; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-112 Work Authorization 8 to the professional service agreement with SAMES Engineering to provide revisions to parcel 49 P1 in the amount of $1,625.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-113 Work Authorization 9 to the professional service agreement with SAMES Engineering to provide construction monuments for the 365 Tollway Project in the amount of $26,365.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-114 Contract Amendment 5 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 8 & 9 in the amount of $27,990.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-123 Work Authorization 10 to the professional service agreement with SAMES Engineering to provide parcel sketches for corner clips at Steward Road & US 281/Military Highway as part of the Overpass/BSIF Connector for 365 Tollway Project in the amount of $1,270.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-124 Contract Amendment 6 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 10 in the amount of $1,270.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-125 Work Authorization 11 to the professional service agreement with SAMES Engineering to provide surveys for parcels 21, 22, 22C Lateral D and Pawlik tract as part of the 365 Tollway Project in the amount of $12,030.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-126 Contract Amendment Number 7 to the Professional Service Agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 11 as part of the 365 Tollway Project in the amount of $12,030.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-02 Work Authorization 12 to the professional service agreement with SAMES Engineering to update surveys 22D and 108 as part of the 365 Tollway Project in the amount of $1,840.00;and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-05 Work Authorization 13 to the professional service agreement with SAMES Engineering to update survey 20 and provide surveys for parcels OD2 & OD3 as part of the 365 Tollway Project in the amount of $9,715.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-03 Contact Amendment 8 to the professional services agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 12 & 13 as part of the 365 Tollway Project in the amount of $11,555.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-14 Work Authorization 14 to the professional service agreement with SAMES Engineering to provide parcel sketches for offsite drainage outfall parcels for the 365 Tollway Project in the amount of $83,030.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-15 Work Authorization 15 to the professional service agreement with SAMES Engineering to provide subsurface utility engineering for utility relocation as part of the 365 Tollway Project in the amount of $44,948.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-16 Contract Amendment 9 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Numbers 14 and 15 in the amount of $127,978.00; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-36 Supplemental Number 2 to Work Authorization Number 3 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide surveys for Parcels 5, 5P and 15; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-37 Supplemental Number 1 to Work Authorization Number 9 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide construction control monuments; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-38 to Work Authorization Number 16 to the professional service agreement with SAMES Engineering to provide a survey for parel 36A as part of the 365 Tollway Projet in the amount of $3,230.00; and

WHEREAS, on March 28, 2017 the Authority approved Resolution 2017-39 Contract Amendment 10 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 16 in the amount of $3,230.00; and

WHEREAS, on August 29, 2017 the Authority approved Resolution 2017-74 Approval of Work Authorization 15 – Supplemental 1 to the professional services agreement with SAMES Engineering for additional Subsurface Utility Engineering for the 365 Tollway Project in the amount of $20,926.00; and

WHEREAS, on August 22, 2017 the Authority approved Resolution 2017-75 Contract Amendment 11 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 15 – Supplemental 1 in the amount of $20,926.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-12 – Approval of Work Authorization 3 - Supplemental 3 to the Professional Services Agreement with SAMES Inc. for a no cost-extension to invoice 100% of Parcel 5P5, HVI acquisition; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-13 – Approval of Work Authorization 14 - Supplemental 1 to the Professional Services Agreement with SAMES Inc. for a no cost-extension for the outfall development; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-14 – Approval of Work Authorization 17 with SAMES Inc. for the HCID2 parcel adjacent to Parcel 65P9 near Hi Line Road in the amount of $2,080.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-15 – Contract Amendment 12 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 15 – Supplemental 1 in the amount of $20,926.00;

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-37 Contract Amendment 13 to the professional services agreement with SAMES Engineering for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-56 Work Authorization 14 Supplemental 2 to the professional services agreement with SAMES Engineering for off-site outfalls/irrigation parcels for the 365 Tollway Project in the amount of $4,370.00;

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-04 Work Authorization 18 to the professional services agreement with SAMES Engineering for I-Road parcels for the 365 Tollway Project in the amount of $6,350.00; and

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-05 Contract Amendment 15 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 18 in the amount of $6,350.00; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-06 Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of $1,180.00;

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

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

Section 2. The Board hereby approves Resolution 2021-06 for Work Authorization 19 to the professional service agreement with SAMES Engineering to increase in the amount of $1,180.00; hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Work Authorization 19 to the Professional Services Agreement for Surveying Services with SAMES Engineering as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of March 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Work Authorization # 19

to

Professional Service Agreement with

SAMES, Inc.

for

Surveying Services

ATTACHMENT D-1

WORK AUTHORIZATION NO. 19
AGREEMENT FOR SURVEYING SERVICES

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

PART I. The Surveyor will perform surveying 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 Surveyor 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 a total of $1,180.00 and the method of payment is **Lump Sum**, as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Surveyor'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 Surveyor 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 December 31, 2021, 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 Surveying Services for International Bridge Trade Corridor (IBTC) Segment 0010 project from the Interchange with 365 Tollway (formerly SH 365) to I-2 and from the Valleyview Interchange to FM 493.

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

THE SURVEYOR	**THE AUTHORITY**
(Signature)	(Signature)
Samuel Maldonado, P.E., RPLS	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
Principal	Executive Director
(Title)	(Title)
(Date)	(Date)

LIST OF EXHIBITS

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

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

Project Map.

ROW Map – ROW widths, other land, ownership, survey information.

Ownership information of adjacent tracts.

Intersecting ROW information, documentation, construction plans of existing utilities if available.

Construction plans of existing facilities if available.

Intended use of the survey and required form of deliverables, files required, etc.

Accuracy required and method of display.

Horizontal and vertical datum upon where the survey should be based (if varies from TxDOT).

Research on subject tracts/parcel ownership aerial photographs.

Title Reports for Parent \ Ownership Tracts within Project

Boundary survey, (data files) of Original Survey Lines Subdivision, and Parent Tracts within Project. Includes found monumentation.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

7.0 Right of Way Mapping and Parcel Tract Platting

Preparation of maps, plats, legal descriptions and all documents for the Final ROW Acquisition and monumenting of final Right of Way and Parcels.

Definitions and Concepts for use in this context and derived from the TxDOT and HCRMA Survey Manuals.

Parent Tracts are defined by contiguous ownership, i.e.:

… any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership.

… any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership and not divided by a public way, separate ownership or platted as a subdivision.

… any tract of land comprised of contiguous lots in a platted subdivision under a single ownership.

Parcels are defined and created by ownership and unity of use and are the actual real properties, or tracts, to be acquired by the HCRMA, whether through purchase, donation, or exchange.

… If a Parent Tract of contiguous properties has a unity of use, then two or more properties may be combined into one parcel.

… If a Parent Tract of contiguous properties does not have unity of use, then each property is a separate parcel.

… If a Parent Tract has different and discrete land use areas, then each land use area must be partitioned into separate parcels with a unique number. A Parcel, therefore, does not necessarily have a one-to-one correspondence to the property lines of the parent tract.

… if a Parent Tract is divided or severed by public ways or by separate ownership and does NOT have common underlying ownership then each property must be partitioned into separate parcels with a unique number.

… if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership but does NOT have unity of use then each property must be partitioned into separate parcels with a unique number.

… if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership and DOES have unity of use then each property may be partitioned into ONE Parcel and sub-partitioned into separate PARTS.

Limits for this service:

Parcel 67 Merge (Parcel 67 P1 and Parcel 67 P2)

7.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
HCRMA	Sames, Inc.	7.1.1	Contact and Coordinate with HCRMA for… • FINAL and APPROVED ROW FOOTPRINT prepared by HCRMA Design Engineers. (See Attachment C.4 – Detailed Scope of Services for Boundary Survey). • Any other information or data completed on the project to this point, i.e., final approved schematic, Planimetric Map of Project in MicroStation compatible format, Horizontal and Vertical projection, grid system and datum upon where the survey should be based and all other data the HCRMA has on hand.
HCRMA	Sames, Inc.	7.1.2	Deliver "Abstracts of Title" or "Title Reports" of Parent Tracts prepared by Title Co.
HCRMA	Sames, Inc.	7.1.3	Deliver HCRMA survey monument caps (if applicable)
HCRMA	Sames, Inc.	7.1.4	Review of the HCRMA Survey Manuel and Right of Way requirements and discuss… • Parcel creation and numbering Requirements. The methodology of numbering ROW parcels must be correct and consistent to avoid problems in the appraisal process or with record maintenance through the ROW information system. Communicate regularly with the HCRMA for uniformity of Parcel creation methodology. • ROW MAP Requirements. • Parcel Plats and Parcel Descriptions Requirements.

7.2 Field Work Tasks.

To be provided by:			
	Sames, Inc.	7.2.1	Monument the final project ROW lines… • Set a 5/8" diameter x 24" long rebar, capped with an "HCRMA ROW" aluminum disk along the ROW lines at all corners, angle points, and points of curvature and tangency.
	Sames, Inc.	7.2.2	Monument Parcel corners… • Set 5/8" diameter x 18" long rebar, capped with an "HCRMA ROW" aluminum disk along ROW lines • Set 1/2'' diameter x 18" long rebar, capped with an appropriate cap bearing identification of the sub consultant Surveyor on interior corners (corners inside the taking)
	Sames, Inc.	7.2.3	Verify that all planimetric features of existing topo and planimetrics within the staked parcel are current. • Exercise special care in observing both structure and aerial encroachments such as overhead electric and telephone lines with cross-arms.

7.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	Sames, Inc.	7.3.1	Analyze, define and create final Parcels and Parcel numbering plan. • See Parcel creation definition above.		
	Sames, Inc.	7.3.2	Update existing Planimetric map with any new or missing features or encroachments.		
	Sames, Inc.	7.3.3	Prepare and Create ROW MAP including… • Title Sheet • Parcel Index Sheet • Control Sheet o (BMs set as per Attachment C.8 – Detailed scope of Service for Construction Staking will be the control on this sheet) • Plan Sheets		
	Sames, Inc.	7.3.4	Prepare and create PARCEL PLATS and DESCRIPTIONS Prepare survey plats and metes and bounds descriptions as per HCRMA requirements for each Acquisition Parcel.		

EXHIBIT C
WORK SCHEDULE

SAMES, Inc.

Work Authorization No. 19

HCRMA

Task Description	Start Date	End Date	Duration	2021 JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
Parcel 67 Merge	**1-Mar-21**	**15-Apr-21**	**1.5 Months**			→	→						
Coordination, Admin, Research and Abstracting	**1-Mar-21**	**15-Apr-21**	**1.5 Months**			→	→						
Field Work	**1-Mar-21**	**15-Apr-21**	**1.5 Months**			→	→						
Office Work / Delivery Preparation	**1-Mar-21**	**15-Apr-21**	**1.5 Months**			→	→						

Prime: SAMES, Inc.
Survey Services for the HCRMA
Work Authorization No. 19
Schedule Duration: 1.5 Months

EXHIBIT D - Fee Schedule
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Work Authorization No. 19
Parcel 67 Merge
LIMITS: From the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493 (As-Assigned by the HCRMA)

SURVEY SERVICES DESCRIPTION	Principal / Sr. Manager / Senior survey Manager	Project Surveyor (RPLS)	Senior Survey Tech / SIT	Survey Technician	CADD Operator	Clerical / Admin.	Abstractor	1-Person Survey Crew	2-Person Survey Crew	3-Person Survey Crew	4-Person Survey Crew	Total Labor Hrs.	Remarks	Task Cost
PARCEL PREPARATION:														
Parcel 67 Rev (Merge of Parcel 67P1 and 67P2) :														
Coordination, Admin, Research and Abstracting	1					0.5						3		$ 225.00
Field Work									3.5			4		$ 455.00
Office Work / Delivery Preparation		1.0		4		1						4		$ 500.00
Subtotal	**1**	**1**	**0**	**4**	**0**	**1.5**	**0**	**0**	**3.5**	**0**	**0**	**11**		**$ 1,180.00**
Total Manhours by Classification	**1**	**1**	**0**	**2**	**0**	**1**	**0**	**0**	**2**	**0**	**0**	**5**		
Contract Hourly Rate by Classification	$ 200.00	$ 150.00	$ 105.00	$ 75.00	$ 65.00	$ 50.00	$ 65.00	$ 80.00	$ 130.00	$ 168.00	$ 198.00			
Total Fee by Classification	$ 100.00	$ 75.00	$ -	$ 150.00	$ -	$ 37.50	$ -	$ -	$ 227.50			$ 590.00		
% Utilization by Over 6 months	**0.05%**	**0.05%**	**0.00%**	**0.19%**	**0.00%**	**0.07%**	**0.00%**	**0.00%**	**0.17%**				**CHECK (MHRs):** **6**	
% of Total Labor Hours	**9.52%**	**9.52%**	**0.00%**	**38.10%**	**0.00%**	**14.29%**	**0.00%**	**0.00%**	**33.33%**			**100.00%**	**CHECK (LABOR):**	
% of Total Labor Cost	**16.95%**	**12.71%**	**0.00%**	**25.42%**	**0.00%**	**6.36%**	**0.00%**	**0.00%**	**38.56%**			**100.00%**	**$ 590.00**	
TOTAL DIRECT LABOR COST														**$ 1,180.00**

DIRECT EXPENSES	Rate	Unit	Amount	Total	Remarks
Mileage	$ 0.56	Mile	0	$ -	$ -
Photocopies	$ 0.10	Sheet	0	$ -	$ -
Blueline/Blackline Prints	$ 2.00	Sheet	0	$ -	$ -
Deed/Copies	$ 1.00	Sheet	0	$ -	$ -
Certified Deed Copies	$ 2.00	Sheet	0	$ -	$ -
Mylar (11x17)	$ 3.00	Sheet	0	$ -	$ -
Mylar (22x34)	$ 6.00	Sheet	0	$ -	$ -
TOTAL DIRECT EXPENSES				$ -	$ -

SPECIAL SERVICES FEE (SUBCONSULTANTS)		DBE Participation 0.00%
Name	**Task(s) Summary**	
TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)		**$ -**
GRAND TOTAL		**$ 1,180.00**

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: _____ Assigned Goal: 0.0% Prime Provider SAMES, Inc.

Work Authorization (WA)#: 19 WA Amount: **$1,180.00** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Survey	**$1,180.00**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

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

Provider Name: SAMES, Inc. **Address: 200 S. Cage Blvd., Ste. A Pharr, TX 78577** **VID Number: 12629412888** **PH: (956) 780-7880; FX: (956) 780 -8883** **Email: sam@samengineering-surveying.com**	**Name:** Samuel Maldonado ***(Please Print)*** **Title:** Principal **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH: (XXX) XXX-XXXX; FX: (XXX) XXX-XXXX** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH: FX:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-07

APPROVAL OF CONTRACT AMENDMENT 16 TO THE PROFESSIONAL SERVICE AGREEMENT WITH SAMES, INC. TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 19

THIS RESOLUTION is adopted this 23rd day of March 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, creating the Technical Committee, comprised of senior level engineers and professionals from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04 authorizing the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on October 16, 2013 the Authority approved Resolution 2013-41 authorizing the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bride Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, on November 20, 2014, the Authority approved Resolution 2013- 53 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms (Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services) to establish a surveying pool for the project; and

WHEREAS, on June 18, 2014, the Authority approved Resolution 2014-53 awarding professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, on February 23, 2016, the Authority approved Resolution 2016- 24 Work Authorization 1 to the Professional Service Agreement with SAMES, Inc. to provide revised survey for the SH 365 Segment 1 & 2 Parcel 16 in the amount of $2,935.00; and

WHEREAS, on March 22, 2016, the Authority approved Resolution 2016-44 Work Authorization 2 to the Professional Service Agreement with SAMES, Inc. to provide revised parcels 13P1, 13P2, 22, 26, 31, 39 and Salinas parcel for State Highway 365 Project in the amount of $13,567.50 for a revised amount of $16,502.50 for Work Authorizations 1 and 2. The maximum payable amount remains at $25,000; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-58 for Work Authorization 3 to the professional service agreement with SAMES Engineering to provide modifications to Parcel(s) 5 Part 5-AQ and 5- Part 5-R; 7 and 15 for State Highway 365 in the amount of $13,085.00; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-59 for Contract Amendment 1 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 3 in the amount of $4,587.50; and

WHEREAS, on May 26, 2016, the Authority approved Resolution 2016-79 Work Authorization 4 to the professional service agreement with SAMES Engineering to provide Parcels 5B, 36B and 80 for State Highway 365 in the amount of $5,085.00 whereas only $4,060.00 were expended; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-81 Work Authorization 5 to the professional service agreement with SAMES Engineering to provide parcels 107-A, 13P2, 102, 20, 108, 110, 111, 112 and 113 for the 365 Tollway Project in the amount of $22,325.00; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-82 Contract Amendment 2 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 4 & 5 in the amount of $26,385.00 for a revised increase of a maximum payable amount of $55,972.50; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-97 for Work Authorization 3 Supplemental 1 to the professional service agreement with SAMES Engineering for a no-cost time extension for parcel revision to the 365 Tollway Project; and

WHEREAS, on July 26, 2016 the Authority approved Resolution 2016-98 for Work Authorization 6 to the professional service agreement with SAMES Engineering to provide parcels 7, 7B, and 9P2 for Segment 2 of the 365 Tollway Project in the amount of $4,080.00; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-99 for Contract Amendment 3 to the professional service agreement with SAMES Engineering for Work Authorization 6 in the amount of $4,080.00 for a revised increase of a maximum payable amount of $60,052.50; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-105 for Work Authorization 7 to the professional service agreement with SAMES Engineering to provide right of way staking for Veterans Road and Hi-Line Road for utility relocations in the amount of $5,650.00; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-106 for Contract Amendment 4 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 7 in the amount of $5,650.00 for a revised increase a maximum payable amount of $65,720.50; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-112 Work Authorization 8 to the professional service agreement with SAMES Engineering to provide revisions to parcel 49 P1 in the amount of $1,625.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-113 Work Authorization 9 to the professional service agreement with SAMES Engineering to provide construction monuments for the 365 Tollway Project in the amount of $26,365.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-114 Contract Amendment 5 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 8 & 9 in the amount of $27,990.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-123 Work Authorization 10 to the professional service agreement with SAMES Engineering to provide parcel sketches for corner clips at Steward Road & US 281/Military Highway as part of the Overpass/BSIF Connector for 365 Tollway Project in the amount of $1,270.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-124 Contract Amendment 6 to the professional service agreement with SAMES Engineering to to increase the maximum payable amount for Work Authorization Number 10 in the amount of $1,270.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-125 Work Authorization 11 to the professional service agreement with SAMES Engineering to provide surveys for parcels 21, 22, 22C Lateral D and Pawlik tract as part of the 365 Tollway Project in the amount of $12,030.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-126 Contract Amendment Number 7 to the Professional Service Agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 11 as part of the 365 Tollway Project in the amount of $12,030.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-02 Work Authorization 12 to the professional service agreement with SAMES Engineering to update surveys 22D and 108 as part of the 365 Tollway Project in the amount of $1,840.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-05 Work Authorization 13 to the professional service agreement with SAMES Engineering to update survey 20 and provide surveys for parcels OD2 & OD3 as part of the 365 Tollway Project in the amount of $9,715.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-03 Contact Amendment 8 to the professional services agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 12 & 13 as part of the 365 Tollway Project in the amount of $11,555.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-14 Work Authorization 14 to the professional service agreement with SAMES Engineering to provide parcel sketches for offsite drainage outfall parcels for the 365 Tollway Project in the amount of $83,030.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-15 Work Authorization 15 to the professional service agreement with SAMES Engineering to provide subsurface utility engineering for utility relocation as part of the 365 Tollway Project in the amount of $44,948.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-16 Contract Amendment 9 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Numbers 14 and 15 in the amount of $127,978.00; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-36 Supplemental Number 2 to Work Authorization Number 3 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide surveys for Parcels 5, 5P and 15; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-37 Supplemental Number 1 to Work Authorization Number 9 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide construction control monuments; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-38 to Work Authorization Number 16 to the professional service agreement with SAMES Engineering to provide a survey for parel 36A as part of the 365 Tollway Projet in the amount of $3,230.00; and

WHEREAS, on March 28, 2017 the Authority approved Resolution 2017-39 Contract Amendment 10 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 16 in the amount of $3,230.00; and

WHEREAS, on August 29, 2017 the Authority approved Resolution 2017-74 Approval of Work Authorization 15 – Supplemental 1 to the professional services agreement with SAMES Engineering for additional Subsurface Utility Engineering for the 365 Tollway Project in the amount of $20,926.00; and

WHEREAS, on August 22, 2017 the Authority approved Resolution 2017-75 Contract Amendment 11 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 15 – Supplemental 1 in the amount of $20,926.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-12 – Approval of Work Authorization 3 - Supplemental 3 to the Professional Services Agreement with SAMES Inc. for a no cost-extension to invoice 100% of Parcel 5P5, HVI acquisition; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-13 – Approval of Work Authorization 14 - Supplemental 1 to the Professional Services Agreement with SAMES Inc. for a no cost-extension for the outfall development; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-14 – Approval of Work Authorization 17 with SAMES Inc. for the HCID2 parcel adjacent to Parcel 65P9 near Hi Line Road in the amount of $2,080.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-15 – Contract Amendment 12 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 15 – Supplemental 1 in the amount of $20,926.00; and

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-37 Contract Amendment 13 to the professional services agreement with SAMES Engineering for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-57 Contract Amendment 14 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 14 – Supplemental 2 in the amount of $4,370.00;

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-04 Work Authorization 18 to the professional services agreement with SAMES Engineering for I-Road parcels for the 365 Tollway Project in the amount of $6,350.00; and

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-05 Contract Amendment 15 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 18 in the amount of $6,350.00; and

WHEREAS, the authority finds it necessary to approve Resolution 2021-07 Contract Amendment 16 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 19 in the amount of $1,180.00; 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 2021-07 to the professional service agreement with SAMES Engineering to increase in maximum amount payable for Work Authorization 19 in the amount of $1,180.00 for a revised maximum payable amount of $284,661.50; hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Contract Amendment 16 to the Professional Services Agreement for Surveying Services with SAMES Engineering as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of March 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Contract Amendment # 16
to
Professional Service Agreement with
SAMES, Inc.
for
Surveying Services

CONTRACT AMENDMENT NO. 16
TO PROFESSIONAL SERVICES
AGREEMENT FOR SURVEYING SERVICES

THIS CONTRACT AMENDMENT NO 16 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Article III Compensation and Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Surveying Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and SAMES, Inc. (the Surveyor).

The following terms and conditions of the Agreement are hereby amended as follows:

Article III Compensation
Article III Compensation shall be amended to increase the amount payable under this contract from $283,481.50 to $284,661.50 for a total increase of $1,180.00 due to additional scope and effort outlined in Work Authorization No. 19.

This Contract Amendment No. 16 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

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

THE SURVEYOR	**THE AUTHORITY**
(Signature)	(Signature)
Samuel D. Maldonado, PE, RPLS	Pilar Rodriguez, P.E.
Principal	Executive Director
(Title)	(Title)
(Date)	**(Date)**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-08

CONSIDERATION AND APPROVAL OF FIRST AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING/DESIGN SERVICES WITH SAENZ OIL & GAS SERVICES, LLC INCLUDING WORK AUTHORIZATION 3

THIS RESOLUTION is adopted this 23rd day of March 2021 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 September 26, 2017, the Authority approved Resolution 2017-78, Professional Services Agreement with Saenz Oil & Gas Services, LLC to provide Utility Engineering Services to the Hidalgo County Regional Mobility Authority in the not to exceed amount of $52,091.90;

WHEREAS, the Authority approved Resolution 2019-20 Contract Amendment Number 1 to the Professional Services Agreement with Saenz Oil & Gas Services, LLC for a no cost time extension; and

WHEREAS, the Authority approved Resolution 2019-21 Work Authorization Number 2 in the amount of $21,991.20 for utility engineering service support on the 365 Tollway Project; and

WHEREAS, the underlying project that is the subject of the Professional Services Agreement has been delayed, resulting in a suspension of Work Authorization Number 1 and Number 2; and

WHEREAS, the Authority finds it necessary to amend and restate the Professional Services Agreement for Engineering/Design Services with Saenz Oil & Gas Services, LLC and issue Work Authorization Number 3 in the amount of $2,940.00 for a revised maximum payable amount of $77,023.10;

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

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

Section 2. The Board hereby approves the First Amended and Restated Professional Service Agreement for Engineering/Design Services with Saenz Oil & Gas Services, LLC, hereto attached as Exhibit A, including Work Authorization Number 3 in the amount of $2,940.00 for a revised maximum payable amount of $77,023.10.

Section 3. The Board authorizes the Executive Director to execute the First Amended and Restated Professional Service Agreement for Engineering/Design Services with Saenz Oil & Gas Services, LLC, and Work Authorization 3, as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of March 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

FIRST AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING/DESIGN SERVICES
WITH
SAENZ OIL & GAS SERVICES, LLC.

STATE OF TEXAS §
COUNTY OF HIDALGO §

FIRST AMENDED AND RESTATED
PROFESSIONAL SERVICES AGREEMENT FOR
ENGINEERING / DESIGN SERVICES
WITH SAENZ OIL & GAS SERVICES, LLC

THIS FIRST AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING / DESIGN SERVICES (the "Amended Agreement") made by and between the Hidalgo County Regional Mobility Authority (the "Authority") and Saenz Oil & Gas Services, LLC (the "Engineer") amends and restates that certain Professional Services Agreement for Engineering / Design Services dated October 2, 2017, including Supplemental 1 to that agreement (the "Initial Agreement" attached hereto as Exhibit A).

WITNESSETH

WHEREAS, the 365 Tollway Project (the "Project") that was, in part, the subject of the Initial Agreement has been delayed beyond the term of the Initial Agreement;

WHEREAS, the Initial Agreement terminated under its terms on December 31, 2018 and this term was extended under Supplemental 1 to December 31, 2019; and

WHEREAS, the Initial Agreement has a maximum amount payable of $52,091.90 under Work Authorization No. 1 and $21,991.20 under Work Authorization No. 2;

WHEREAS, the Authority desires to enter into Work Authorization No. 3 (attached hereto as Exhibit B) in the amount of $2,940; and

WHEREAS, the Authority finds it to be in its best interest to make certain amendments to the Initial Agreement and to restate those provisions not otherwise amended;

AMENDMENTS AND RESTATEMENTS

ARTICLE I. SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER. Article I is unchanged.

ARTICLE II. AGREEMENT PERIOD. Article 2 is restated in its entirety as follows:

This Amended Agreement becomes effective when executed by the parties hereto and it shall terminate at the close of business on April 1, 2023 unless the Amended Agreement period is (1) modified by written supplemental agreement prior to the date of termination as set forth in

Attachment A to the Initial Agreement (General Provisions, Section 6, Supplemental Agreements); (2) extended due to a work suspension as provided for in Attachment A to the Initial Agreement (Section 3, Paragraph C); or (3) otherwise terminated in accordance with Attachment A to the Initial Agreement (General Provisions, Section 14, Termination). Any work performed or cost incurred after the Amended Agreement period shall be ineligible for reimbursement.

ARTICLE III. COMPENSATION. Article III is unchanged except for Section 3.1 which is restated in its entirety as follows:

3.1 Maximum Amount Payable. The maximum amount payable under this Amended Agreement is $52,091.90 for Work Authorization No. 1; $21,991.20 for Work Authorization No. 2; and $2,940 for Work Authorization No. 3. The maximum amount payable may be amended if (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A to the Initial Agreement (General Provisions, Section 6, Supplemental Agreements) or (2) modified through a work authorization as set forth in Article V provided that such work authorization is adopted by the Authority's governing body.

ARTICLE IV. PAYMENT REQUIREMENTS. Article IV is unchanged.

ARTICLE V. WORK AUTHORIZATIONS. Article V is unchanged

ARTICLE VI. SIGNATORY WARRANTY. Article VI is unchanged.

ARTICLE VII. NOTICES. Article VII is amended only to reflect revised contact information for the Authority.

Authority:
Hidalgo County Regional Mobility Authority (HCRMA)
203 W. Newcombe Ave.
Pharr, Texas 78577
Attn: Pilar Rodriguez, P.E., Executive Director

ARTICLE VIII. INCORPORATION OF PROVISIONS. Article VIII is unchanged, except that the following attachments shall be updated and attached to this Amended Agreement as Exhibit C: Attachment I – Insurance Certificate; Attachment J – Conflicts Certification; and Attachment K – Debarment Certification. Additionally, the Engineer shall provide a Form 1295.

[signatures follow]

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

AUTHORITY	**ENGINEER**
Hidalgo County Regional Mobility Authority	Saenz Oil & Gas Services, LLC
By: Pilar Rodriguez	By: Alfredo Saenz, Jr., P.E.
Title: Executive Director	Title: General Manager

Exhibit A
Initial Agreement

STATE OF TEXAS §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING / DESIGN SERVICES

THIS CONTRACT FOR ENGINEERING SERVICES is made by and between the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter the "Authority") and SAENZ OIL & GAS SERVICES, LLC (hereinafter the "Engineer"), having its principal business address at 800 TOWN & COUNTRY BOULEVARD, SUITE 300, HOUSTON, TEXAS 77024 for the purpose of contracting for engineering services (hereinafter the "Agreement").

WITNESSETH

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

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

WHEREAS, pursuant to the Procurement and the Authority Board of Director's (the Board's) ranking of respondents thereto, the Board finds it to be in the best interest of the Authority to engage the Engineer to provide preliminary engineering; including development of schematics; drainage studies; utilities; geotechnical; development of PS&E and review of shop drawings as required for the development of the Project as approved by the Authority to wit: the **HCRMA 365 TOLLWAY AND IBTC PROJECTS** (the "Projects");

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

AGREEMENT

ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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

1.2 The Authority and the Engineer will furnish items and perform those services for fulfillment of the Agreement as identified in Attachment B, Services to be provided by the Authority and Attachment C, Services to be provided by the Engineer. All services provided by the Engineer will conform to standard engineering

practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers.

ARTICLE II
AGREEMENT PERIOD

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

ARTICLE III
COMPENSATION

3.1 Maximum Amount Payable. The maximum amount payable under this contract is $52,091.90 unless modified (1) modified written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements or (2) modified through a work authorization as set forth in Article V, provided that such work authorizations is adopted by Board action.

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

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

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

ARTICLE IV
PAYMENT REQUIREMENTS

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

4.2 **Billing Statement**. The billing statement shall show the work authorization number for each work authorization included in the billing, the total amount earned to the date of submission, and the amount due and payable as of the date of the current billing statement for each work authorization. The billing statement shall

indicate if the work has been completed or if the billing is for partial completion of the work. The lump sum fee will be paid in proportion to the percentage of work completed per work authorization.

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

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

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

4.6 **Required Reports.**

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

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

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

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

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

4.9 **Audit.** The Authority auditor may conduct an audit or investigation of any entity receiving funds from the Authority directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the Authority's right or the Authority's auditor right, to conduct an audit or investigation in

connection with those funds. An entity that is the subject of an audit or investigation must provide the Authority auditor with access to any information the Authority auditor considers relevant to the investigation or audit.

ARTICLE V
WORK AUTHORIZATIONS

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

ARTICLE VI
SIGNATORY WARRANTY

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

ARTICLE VII
NOTICES

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

Engineer:	**Authority:**
Saenz Oil & Gas Services, LLC 300 Town & Country Boulevard, Suite 300 Houston, Texas 77024 Attn: Alfredo Saenz, Jr., P.E. General Manager	Hidalgo County Regional Mobility Authority (HCRMA) 118 South Cage Boulevard, 4th Floor Pharr, Texas 78577 Attn: Pilar Rodriguez, P.E., Executive Director

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

ARTICLE VIII
INCORPORATION OF PROVISIONS

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

SIGNATORIES

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

AUTHORITY

By: _____

Name: Pilar Rodriguez

Title: Executive Director

Hidalgo County Regional Mobility Authority

Date: 10/2/2017

ENGINEER

By: _____

Name: Alfredo Saenz, Jr., P.E.

Title: General Manager

Saenz Oil & Gas Services, LLC

Date: 28 Sept. 2017

LIST OF ATTACHMENTS TO AGREEMENT
FOR ENGINEERING SERVICES
INCORPORATED INTO THE AGREEMENT BY REFERENCE

Attachments	Title
A	General Provisions
B	Services to Be Provided by the Authority
C	Services to Be Provided by the Engineer
D	Work Authorization Forms
D-1	Work Authorization Form for Agreement for Engineering Services
D-2	Supplemental Work Authorization Form
E	Fee Schedule
E-1	Final Cost Proposal Form
E-2	Rate Sheets
E-3	Maximum Amount Payable
F	Work Schedule
G	Contract Deliverables/Computer Graphics Files for Document and Information Exchange, if applicable
H	DBE Participation
H-MOU	Memorandum of Understanding
H-Instructions	Instructions As per 49CFR 26.21
H-FG	Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts – See Attachment H Instructions
H–FN	Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts – See Attachment H Instructions
H–SG	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – County of Texas HUB. Subcontracting plan required – See Attachment H Instructions
H–SN	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – No County of Texas HUB
H–1	Subprovider Monitoring System Commitment Worksheet
H–2	Subprovider Monitoring System Commitment Agreement
H–3	Monthly Progress Assessment Report
H-4	Subprovider Monitoring System Final Report
H-5	Federal Subproviders and Supplier Information
H-6	HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report
H-7	DBE Certifications
I	Certificate of Insurance
J	Conflicts of Certification
K	Debarment Certification

ATTACHMENT A
GENERAL PROVISIONS

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-266095

Date Filed:
09/27/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Saenz Oil & Gas Services, LLC
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Regional Mobility Authority

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

07-E40-17-10
Encroachment engineering consulting and project management services.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Saenz, Alfredo	Richmond, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

KEITH RUSSELL WILLIAMS
Notary Public, State of Texas
Comm. Expires 03-29-2020
Notary ID 128936918

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Saenz Oil & Gas Services, this the 28TH day of September, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Keith Williams — Printed name of officer administering oath | Texas Notary — Title of officer administering oath

ATTACHMENT A
GENERAL PROVISIONS

INDEX TO PROVISIONS

Section	Title
1	Work Authorizations
2	Progress
3	Suspension of Work
4	Additional Work
5	Changes in Work
6	Supplemental Agreements
7	Ownership of Data
8	Public Information
9	Personnel, Equipment and Material
10	Subcontracting
11	Inspection of Work
12	Submission of Reports
13	Violation of Contract Terms (Breach of Agreement)
14	Termination
15	Compliance with Laws
16	Indemnification
17	Engineer's Responsibility
18	Non-collusion
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27	Disputes
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33	Certifications

ATTACHMENT A
GENERAL PROVISIONS

SECTION 1. WORK AUTHORIZATIONS

A. Use. The Engineer shall not begin any work until the Authority and the Engineer have signed a work authorization. Costs incurred by the Engineer before or after the completion date specified in the work authorization are not eligible for reimbursement. All work must be completed on or before the completion date specified in the work authorization, and no work authorization completion date shall extend beyond the Agreement period set forth in Article II of the Agreement (Agreement Period).

B. Contents. Each work authorization will include: (1) types of services to be performed; (2) a period of performance with a beginning and ending date; (3) a full description of the work to be performed; (4) a work schedule with milestones; (5) a cost not to exceed amount, (6) the basis of payment whether cost plus fixed fee, unit cost, lump sum, or specified rate; and (7) a work authorization budget calculated using fees set forth in Attachment E, Fee Schedule. The Engineer is not to include additional Agreement terms and conditions in the work authorization. In the event of any conflicting terms and conditions between the work authorization and the Agreement, the terms and conditions of the Agreement shall prevail and govern the work and costs incurred.

C. Work Authorization Budget. A work authorization budget shall set forth in detail (1) the computation of the estimated cost of the work as described in the work authorization, (2) the estimated time (hours/days) required to complete the work at the hourly rates established in Attachment E, Fee Schedule; (3) a work plan that includes a list of the work to be performed, (4) a stated maximum number of calendar days to complete the work, and (5) a cost-not-to-exceed-amount or unit or lump sum cost and the total cost or price of the work authorization. The Authority will not pay items of cost that are not included in or rates that exceed those approved in Attachment E.

D. No Guaranteed Work. Work authorizations are issued at the discretion of the Authority. While it is the Authority's intent to issue work authorizations hereunder, the Engineer shall have no cause of action conditioned upon the lack or number of work authorizations issued.

E. Incorporation into Agreement. Each work authorization shall be signed by both parties and become a part of this Agreement. No work authorization will waive the Authority's or the Engineer's responsibilities and obligations established in this Agreement. The Engineer shall promptly notify the Authority of any event that will affect the schedule or completion of the work authorization.

F. Supplemental Work Authorizations. Before additional work may be performed or additional costs incurred, a change in a work authorization shall be enacted by a written supplemental work authorization in the form identified and attached hereto as Attachment D. Both parties must execute a supplemental work authorization within the period of performance specified in the work authorization. The Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with the performance or prior to the execution of the work authorization. The Engineer shall allow adequate time for review and approval of the supplemental work authorization by the Authority prior to expiration of the work authorization. Any supplemental work authorization must be executed by both parties within the time period established in Article II of the Agreement, (Agreement Period). Under no circumstances will a work authorization be allowed to extend beyond the Agreement's expiration date, unless a supplemental to the Agreement is approved by both parties extending the Agreement date.

F-1. More Time Needed. If the Engineer determines or reasonably anticipates that the work authorized in a work authorization cannot be completed before the specified completion date, the Engineer shall promptly notify the Authority. The Authority may, at its sole discretion, extend the work authorization period by execution of a supplemental to the work authorization, using the form attached hereto as Attachment D.

F-2. Changes in Scope. Changes that would modify the scope of the work authorized in a work authorization must be enacted by a written supplemental to the appropriate work authorization. The Engineer must allow adequate time for the Authority to review and approve any request for a time extension prior to expiration of the work authorization. If the change in scope affects the amount payable under the work authorization, the Engineer shall prepare a revised work authorization budget for the Authority's approval.

G. New Work Authorization. If the Engineer does not complete the services authorized in a work authorization before the specified completion date and has not requested a supplemental to the appropriate work authorization, the work authorization shall terminate on the completion date. At the sole discretion of the Authority, it may issue a new work authorization to the Engineer for the incomplete work using the unexpended balance of the preceding work authorization for the project. If approved by the Authority, the Engineer may calculate any additional cost for the incomplete work using the rates set forth in the preceding work authorization and in accordance with Attachment E, Fee Schedule.

H. Emergency Work Authorizations. The Authority, at its sole discretion, may accept the Engineer's signature on a faxed copy of the work authorization as satisfying the requirements for executing the work authorization, provided that the signed original is received by the Authority within five (5) business days from the date on the faxed copy.

I. Deliverables. Upon satisfactory completion of the work authorization, the Engineer shall submit the deliverables as specified in the executed work authorization to the Authority for review and acceptance.

J. Performance Standards. Unless authorized by the Authority and the Texas Department of Transportation, if applicable, work performed under this Agreement shall be developed in accordance with the latest version of the Texas Department of Transportation's manuals.

SECTION 2. PROGRESS

A. Progress meetings. The Engineer shall from time to time during the progress of the work confer with the Authority. The Engineer shall prepare and present such information as may be pertinent and necessary or as may be requested by the Authority in order to evaluate features of the work.

B. Conferences. At the request of the Authority or the Engineer, conferences shall be provided at the Engineer's office, the office of the Authority, or at other locations designated by the Authority. These conferences shall also include evaluation of the Engineer's services and work when requested by the Authority.

C. Inspections. If federal funds are used to reimburse costs incurred under this Agreement, the work and all reimbursements will be subject to periodic review by the Texas Department of Transportation and the U. S. Department of Transportation.

D. Reports. The Engineer shall promptly advise the Authority in writing of events that have a significant impact upon the progress of a work authorization, including:

1. Problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by Authority judgment of the action taken or contemplated, and any or federal assistance needed to resolve the situation; and
2. Favorable developments or events which enable meeting the work schedule goals sooner than anticipated.

E. Corrective Action. Should the Authority determine that the progress of work does not satisfy the milestone schedule set forth in a work authorization, the Authority shall review the work schedule with the Engineer to determine the nature of corrective action needed.

SECTION 3. SUSPENSION OF WORK AUTHORIZATION

A. Notice. Should the Authority desire to suspend a work authorization but not terminate the Agreement, the Authority may verbally notify the Engineer followed by written confirmation, giving ten (10) day notice. Both parties may waive the ten-day notice in writing.

B. Reinstatement. A work authorization may be reinstated and resumed in full force and effect within sixty (60) business days of receipt of written notice from the Authority to resume the work. Both parties may waive the sixty-day notice in writing.

C. Agreement Period Not Affected. If the Authority suspends a work authorization, the Agreement period as determined in Article II of the Agreement (Agreement Period) is not affected and the Agreement and the work authorization will terminate on the date specified unless the Agreement or work authorization is amended to authorize additional time.

D. Limitation of Liability. The Authority shall have no liability for work performed or costs incurred prior to the date authorized by the Authority to begin work, during periods when work is suspended, or after the completion date of the Agreement or work authorization.

SECTION 4. ADDITIONAL WORK

A. Notice. If the Engineer is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, it shall promptly notify the Authority in writing, presenting the facts of the work authorization and showing how the work authorization constitutes additional work.

B. Supplemental Agreement. If the Authority finds that the work does constitute additional work, the Authority shall so advise the Engineer and a written supplemental agreement will be executed as provided in Attachment A, General Provisions, Section 6, Supplemental Agreements.

C. Limitation of Liability. The Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with or prior to the execution of a supplemental agreement.

SECTION 5. CHANGES IN WORK

A. Work Previously Submitted as Satisfactory. If the Engineer has submitted work in accordance with the terms of this Agreement but the Authority requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Agreement, the Engineer shall make such revisions as requested and as directed by the Authority. This will be considered as additional work and paid for as specified under Attachment A, General Provisions, Section 4, Additional Work.

B. Work Does Not Comply with the Agreement. If the Engineer submits work that does not comply with the terms of this Agreement, the Authority shall instruct the Engineer to make such revision as is necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

C. Errors/Omissions. The Engineer shall make revisions to the work authorized in this Agreement which are necessary to correct errors or omissions appearing therein, when required to do so by the Authority. No additional compensation shall be paid for this work.

SECTION 6. SUPPLEMENTAL AGREEMENTS

A. Need. The terms of this Agreement may be modified if the Authority determines that there has been a significant increase or decrease in the duration, scope, cost, complexity or character of the services to be performed. A supplemental agreement will be executed to authorize such significant increases or decreases.

B. Compensation. Additional compensation, if appropriate, shall be calculated as set forth in Article III of the Agreement (Compensation). Significant changes affecting the cost or maximum amount payable shall be defined to include but not be limited to new work not previously authorized or previously authorized services that will not be performed. The parties may reevaluate and renegotiate costs at this time.

C. When to Execute. Both parties must execute a supplemental agreement within the Agreement period specified in Article II of this Agreement (Agreement Period).

SECTION 7. OWNERSHIP OF DATA

A. Work for Hire. All services provided under this Agreement are considered work for hire and as such all data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this Agreement are the property of the Authority.

B. Disposition of Documents. All documents prepared by the Engineer and all documents furnished to the Engineer by the Authority shall be delivered to the Authority upon request by the Authority. The Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished the Authority under this Agreement, but further use of the data is subject to permission by the Authority.

C. Release of Data. The Engineer (1) will not release any documentation created or collected under this Agreement except to its subproviders as necessary to complete this Agreement; (2) shall include a provision in all subcontracts which acknowledges the Authority's ownership of the documents and prohibits its use for any use other than the project identified in this Agreement; and (3) is responsible for any improper use of the documents by its employees, officers, or subproviders, including costs, damages, or other liability resulting from improper use. Neither the Engineer nor any subprovider may charge a fee for the portion of the design plan created by the Authority.

D. Maintenance of Data. The Engineer and any subconsultant, subcontractor or vendor shall keep and maintain all Data and all other material relating to this Agreement and related projects, and shall make all such material available at any reasonable time during the term of the work on the Agreement and related projects and for five (5) years from the date of final payment to the Engineer for auditing, inspection, and copying upon the Authority's request or, if federal dollars are applied to the Agreement, upon request by the federal government.

SECTION 8. PUBLIC INFORMATION AND CONFIDENTIALITY

A. Public Information. The Authority will comply with Government Code, Chapter 552, the Public Information Act, and 43 Texas Administrative Code §3.10 et seq. in the release of information produced under this Agreement.

B. Confidentiality. The Engineer shall not disclose information obtained from the Authority under this Agreement without the express written consent of the Authority.

SECTION 9. PERSONNEL, EQUIPMENT AND MATERIAL

A. This Agreement is not intended to constitute, create, give up, or otherwise recognize a joint venture agreement or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

B. Engineer Resources. The Engineer shall furnish and maintain quarters for the performance of all services, in addition to providing adequate and sufficient personnel and equipment to perform the services required under this Agreement. The Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this Agreement, or it will be able to obtain such personnel from sources other than the Authority.

C. Removal of Contractor Employee. All employees of the Engineer assigned to this Agreement shall have such knowledge and experience as will enable them to perform the duties assigned to them. The Authority may instruct the Engineer to remove any employee from association with work authorized in this Agreement if, in the sole opinion of the Authority, the work of that employee does not comply with the terms of this Agreement or if the conduct of that employee becomes detrimental to the work.

D. Replacement of Key Personnel. The Engineer must notify the Authority in writing as soon as possible, but no later than three business days after a project manager or other key personnel is removed from association with this Agreement, giving the reason for removal.

E. Authority Approval of Replacement Personnel. The Engineer may not replace the project manager or key personnel without prior consent of the Authority. The Authority must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the Authority determines that the new project manager or key personnel is not acceptable, the Engineer may not use that person in that capacity and shall replace him or her with one satisfactory to the Authority within forty-five (45) days.

F. Ownership of Acquired Property. Except to the extent that a specific provision of this Agreement states to the contrary, the Authority shall own all intellectual property acquired or developed under this Agreement and all equipment purchased by the Engineer or its subcontractors under this Agreement. All intellectual property and equipment owned by the Authority shall be delivered to the Authority when this Agreement terminates, or when it is no longer needed for work performed under this Agreement, whichever occurs first.

G. The Engineer shall furnish and maintain, at its own expense, office space for the performance of all services, and adequate and sufficient personnel and equipment to perform the services as required. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them.

H. The Engineer agrees to maintain (in sufficient detail as will properly reflect all work done and results achieved in the performance of this Agreement) tracings, plans, specifications, maps, basic survey notes and sketches, books, records, reports, research notes, charts, graphs, comments, plans, comparisons, computations, analyses, recordings, photographs, computer programs, and documentations thereof, and other graphic or written data or deliverables generated in connection with the work called for in the Agreement; all such information and documentations to be termed "Data" under this Agreement.

I. All Data is the exclusive property of the Authority and shall be furnished to the Authority upon request and shall not be used or released by the Engineer or any other person except with the prior approval of the Authority. All documents prepared by the Engineer and all documents furnished to the Engineer by the Authority shall be delivered to the Authority upon completion of the relevant milestone for payment and/or termination of this Agreement. Provided, however, that none of the documents or materials are intended or represented by Engineer to be suitable for reuse by the Authority, or others on extensions of the project or on any other project. Any reuse of Data without written verification or adaptation by Engineer for use beyond the specific purpose intended will be at Authority's sole risk and without liability or legal exposure to Engineer.

SECTION 10. SUBCONTRACTING

A. Prior Approval. The Engineer shall not assign, subcontract or transfer any portion of professional services related to the work under this Agreement without prior written approval from the Authority.

B. DBE/HUB Compliance. The Engineer's subcontracting program shall comply with the requirements of Attachment H of the Agreement (DBE/HUB Requirements).

C. Required Provisions. All subcontracts for professional services shall include the provisions included in Attachment A, General Provisions, and any provisions required by law. The Engineer is authorized to pay subproviders in accordance with the terms of the subcontract, and the basis of payment may differ from the basis of payment by the Authority to the Engineer.

D. Prior Review. All subcontracts for professional services shall be approved as to form in writing by the Authority and, if applicable, by the Texas Department of Transportation prior to its execution and performance of work thereunder.

E. Engineer Responsibilities. No subcontract relieves the Engineer of any responsibilities under this Agreement.

SECTION 11. INSPECTION OF WORK

A. Review Rights. The Authority and if appropriate, the Texas Department of Transportation, and when federal funds are involved, the U. S. Department of Transportation, and any of their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

B. Reasonable Access. If any review or evaluation is made on the premises of the Engineer or a subprovider, the Engineer shall provide and require its subproviders to provide all reasonable facilities and assistance for the safety and convenience of the Authority and if appropriate the Authority, State, or federal representatives in the performance of their duties.

SECTION 12. SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by the Authority before a final report is issued. The Authority's comments on the Engineer's preliminary report must be addressed in the final report.

SECTION 13. VIOLATION OF AGREEMENT TERMS (BREACH OF AGREEMENT)

A. Violation. Violation of the Agreement terms or breach of this Agreement by the Engineer shall be grounds for termination of the Agreement. Any additional costs to the Authority that arise from the Engineer's default, breach of Agreement, or violation of Agreement terms shall be paid by the Engineer. This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

B. Venue. Venue for disputes related to this Agreement shall be Hidalgo County, Texas.

C. Applicable Laws. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

SECTION 14. TERMINATION

A. Causes. The Agreement may be terminated before the stated completion date by any of the following conditions.

1. By mutual agreement and consent, in writing from both parties.
2. By the Authority by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By the Authority for reasons of its own, not subject to the mutual consent of the Engineer, by giving ten business days notice of termination in writing to the Engineer.
5. By the Authority, if the Engineer violates the provisions of Attachment A, General Provisions Section 21, Gratuities.
6. By satisfactory completion of all services and obligations described herein.

B. Measurement. Should the Authority terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Engineer. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the Authority terminate this Agreement under Paragraph A (4) or (5) above, the Engineer shall not incur costs during the ten-day notice period in excess of the amount incurred during the preceding ten (10) days.

C. Value of Completed Work. If the Engineer defaults in the performance of this Agreement or if the Authority terminates this Agreement for fault on the part of the Engineer, the Authority will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in Attachment E, Fee Schedule) by the Engineer in performing the work to the date of default; (2) the

amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the Authority; (4) the cost to the Authority of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; and (6) other factors which affect the value to the Authority of the work performed.

D. Calculation of Payments. The Authority shall use the fee schedule set forth in Attachment E to the Agreement (Fee Schedule) in determining the value of the work performed up to the time of termination. In the case of partially completed engineering services, eligible costs will be calculated as set forth in Attachment E, Fee Schedule. The sum of the provisional overhead percentage rate for payroll additives and for general and administrative overhead costs during the years in which work was performed shall be used to calculate partial payments.

E. Excusable Delays. Except with respect to defaults of subproviders, the Engineer shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Engineer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

F. Surviving Requirements. The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the Authority and the Engineer under this Agreement, except for those provisions that establish responsibilities that extend beyond the Agreement period.

G. Payment of Additional Costs. If termination of this Agreement is due to the failure of the Engineer to fulfill its Agreement obligations, the Authority may take over the project and prosecute the work to completion, and the Engineer shall be liable to the Authority for any additional cost to the Authority.

SECTION 15. COMPLIANCE WITH LAWS

The Engineer shall comply with all applicable Authority, federal, County and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, the Engineer shall furnish the Authority with satisfactory proof of its compliance therewith.

SECTION 16. INDEMNIFICATION

A. THE ENGINEER SHALL SAVE AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, AND EMPLOYEES, FROM ALL CLAIMS, LIABILITY, ACTION, AND LOSS (INCLUDING DAMAGE OR INJURY INCLUDING DEATH TO PERSONS OR PROPERTY) DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, SUBCONTRACTORS, OR EMPLOYEES PERFORMED UNDER THIS AGREEMENT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT, INCLUDING ANY VIOLATION OF ANY STATUTES, ORDINANCES, BUILDING CODES OR REGULATIONS, OF THE ENGINEER OR OF ANY PERSON EMPLOYED OR ENGAGED BY THE ENGINEER, AND THE DEFENSE OF ANY SUCH CLAIMS, LIABILITY, ACTION, OR LOSS.

B. THE ENGINEER SHALL ALSO SAVE AND HOLD HARMLESS THE AUTHORITY FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, REASONBLE ATTORNEY FEES WHICH MAY BE INCURRED BY THE AUTHORITY OR LIABILITIES WHICH MAY BE IMPOSED ON THE AUTHORITY AS THE RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACT BY THE ENGINEER, ITS AGENTS, ITS SUBCONTRACTORS, OR EMPLOYEES.

SECTION 17. ENGINEER'S RESPONSIBILITY

A. Accuracy. The Engineer shall be responsible for the accuracy and completeness of work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

B. Errors and Omissions. The Engineer's responsibility for all questions arising from design errors and/or omissions will be determined by the Authority and all decisions shall be in accordance with the Authority's "Errors or Omissions Policy". The Engineer will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

C. Seal. The responsible Engineer shall sign, seal and date all appropriate engineering submissions to the Authority in accordance with the Texas Engineering Practice Act and the rules of the Texas Board of Professional Engineers.

D. Resealing of Documents. Once the work has been sealed and accepted by the Authority, the Authority, as the owner, will notify the party to this Agreement, in writing, of the possibility that a Authority engineer, as a second engineer, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second engineer will affix his seal to any work altered, completed, corrected, revised or added. The second engineer will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original engineer's design.

SECTION 18. NONCOLLUSION

A. Warranty. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer and those consultants, subconsultants, and providers identified in the presentation to the Authority's Board, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

B. Liability. For breach or violation of this warranty, the Authority shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION 19. INSURANCE

A. Insurance Liability Limits. The Engineer shall obtain and maintain insurance limits of liability for each of the types of insurance coverage identified as follows:

1. Workers' Compensation, endorsed with a waiver of subrogation in favor of the Authority in the amount of statutory obligations imposed under the Texas Workers' Compensation Law.

2. Commercial General Liability, endorsed with the Authority as an additional insured and endorsed with a waiver of subrogation in favor of the Authority to the extent of the liabilities assumed by Engineer under **Attachment A, Section 17** of this Agreement, in limits of liability of one million dollars ($1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
3. Professional Liability in limits of one million dollars ($1,000,000) each claim and in the aggregate.

The coverage and amounts designated herein are minimum requirements and do not establish limits of the Engineer's liability. Additional coverage may be provided at the Engineer's option and expense.

The issuer of any policy must have a rating of at least B+ and a financial size of Class VI or better according to the latest *Best's* rating.

B. Insurance Liability Limits. The Engineer shall furnish proof of insurance by means of a completed Attachment I – Certificate of Insurance - Hidalgo County Regional Mobility Authority, attached hereto and made a part thereof with the Project Name and the Engineer's name stated thereon, to be submitted prior to the beginning of the Project. The Engineer will be considered in breach of this Agreement should the Engineer fail to maintain the required insurance coverage during the term of this Agreement. The termination of this Agreement resulting from failure to maintain the required insurance will be carried out in accordance with the termination provisions herein.

C. Engineer's Risk. The services to be provided under this Agreement will be performed entirely at Engineer's risk and Engineer assumes all responsibility for the condition of vehicles or other instrumentalities used in the performance of this Agreement.

D. Work on Texas Department of Transportation Property. To the extent that the Texas Department of Transportation or this Agreement authorizes the Engineer or its subconsultants to perform any work on Texas Department of Transportation right of way, before beginning work the entity performing the work shall provide the Authority and the Texas Department of Transportation with a fully executed copy of the Department's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on Department right of way. This coverage shall be maintained until all work on the Department right of way is complete. If coverage is not maintained, all work on Department right of way shall cease immediately, and, the Authority may recover damages and all costs of completing the work.

SECTION 20. GRATUITIES

Employees of the Authority shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the Authority under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Authority. Any person doing business with or who may reasonably speaking do business with the Authority under this Agreement may not make any offer of benefits, gifts or favors to departmental employees, except as mentioned herein above. Failure on the part of the Engineer to adhere to this policy may result in the termination of this Agreement.

SECTION 21. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS

The Engineer agrees to comply with the requirements set forth in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Subcontracting Plan Requirements with an assigned goal or a zero goal, as determined by the Authority. The Engineer will adhere to the commitment and to participation by certain Disadvantaged Business Enterprises (DBE) agreed to by the Authority during negotiations. Refer to Attachment H-7 for copies of DBE Certifications.

SECTION 22. MAINTENANCE, RETENTION AND AUDIT OF RECORDS

A. Retention Period. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and services provided (hereinafter called the Records). The Engineer shall make the records available at its office during the Agreement period and for five (5) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. The Authority or any of its duly authorized representatives and, if appropriate, the Texas Department of Transportation, the Federal Highway Administration, the United States, Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Engineer's Records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

SECTION 23. CIVIL RIGHTS COMPLIANCE

(1) Compliance with Regulations: The Engineer shall comply with the regulations of the Department of Transportation, Title 49, Code of Federal Regulations, Parts 21, 24, 26 and 60 as they relate to nondiscrimination; 23 CFR 710.405(B); also Executive Order 11246 titled Equal Employment Opportunity as amended by Executive Order 11375.

(2) Nondiscrimination: The Engineer, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

(4) Information and Reports: The Engineer shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Engineer's noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such Agreement sanctions as the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Engineer under this Agreement until the Engineer complies and/or
(b) cancellation, termination, or suspension of this Agreement, in whole or in part.

(6) Incorporation of Provisions: The Engineer shall include the provisions of paragraphs (1) through (5) above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Authority and; if appropriate, the Texas Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Authority; or, if appropriate, the Texas Department of Transportation to enter into such litigation to protect the interests of the Authority; and, in addition, the Engineer, if appropriate, may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 24. PATENT RIGHTS

The Authority; and if appropriate, the Texas Department of Transportation; and the U. S. Department of Transportation shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Engineer under this Agreement.

SECTION 25. COMPUTER GRAPHICS FILES

The Engineer agrees to comply with Attachment G, Computer Graphics Files for Document and Information Exchange, if determined by the Authority to be applicable to this Agreement.

SECTION 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Engineer certifies that the individual or business entity named in this Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Engineer is liable to the Authority for attorney's fees, the cost necessary to complete this Agreement, including the cost of advertising and awarding a second Agreement, and any other damages provided by law or this Agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

SECTION 27. DISPUTES

A. Disputes Not Related to Agreement Services. The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the services authorized herein.

B. Disputes Concerning Work or Cost. Any dispute concerning the work hereunder or additional costs, or any non-procurement issues shall be settled by mediation and if mediation is unsuccessful then parties go to trial under Texas State law.

SECTION 28. SUCCESSORS AND ASSIGNS

The Engineer and the Authority do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. The Engineer shall not assign, subcontract or transfer its interest in this Agreement without the prior written consent of the Authority.

SECTION 29. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 30. PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto for the services authorized herein and supersedes any prior understandings or written or oral Agreements between the parties respecting the subject matter defined herein.

SECTION 31. CONFLICT OF INTEREST

A. Representation by Engineer. The undersigned represents that its firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the Authority or which in any way conflicts with the interests of the Authority. The firm shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Authority's interests.

B. Certification Status. The Engineer certifies that it is not:

1. a person required to register as a lobbyist under Chapter 305, Government Code; or
2. a public relations firm other than the firms identified in the presentation to the RMA Board.

C. Environmental Disclosure. If the Engineer will prepare an environmental impact statement or an environmental assessment under this Agreement, the Engineer certifies by executing this Agreement that it has no financial or other interest in the outcome of the project on which the environmental impact statement or environmental assessment is prepared.

SECTION 32. OFFICE OF MANAGEMENT AND BUDGET (OMB) AUDIT REQUIREMENTS

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

SECTION 33. CERTIFICATIONS

A. The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive Federal funds and, when requested by the Authority, to furnish a copy of the certification.

B. In accordance with Department of Transportation, Title 49, Code of Federal Regulations, Part 29 and by signature on this Agreement and the Debarment Certification attached hereto as Attachment K, the Engineer certifies its compliance and the compliance of any subconsultants or subcontractors present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving federal, state or Authority funds:

(1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
(2) does not have a proposed debarment pending;
(3) has not been suspended debarred, voluntarily excluded, or determined ineligible by an federal agency within the past three (3) years; and
(4) has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years as specified by Title 49, Code of Federal Regulations, paragraph 29.305(a).

C. The Engineer agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code as codified in Title 48, Federal Acquisition Regulations, Subpart 3.8 and subpart 52.203.11, prohibiting federal funds from being expended by a recipient or lower-tier subrecipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract or cooperative agreement. If federal funds are applied to the services under this Agreement, the Engineer and any subconsultants or subcontractors would be required to complete the Certification of Federal Contracts and, if necessary, the Disclosure of Lobbying Activities.

D. If the Project is a federal aid project, Engineer is required to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), which prohibit the use under non-exempt federal contract, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the USEPA Assistant Administrator of Enforcement.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE AUTHORITY

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE AUTHORITY

GENERAL
This contract will include the following items of work which may have overlap due to accelerated schedule:

APD Coordination with **AUTHORITY** for Final Environmental documentation

PS&E P.S. & E. Development

The **AUTHORITY** will provide the following general items.
1. Authorization to begin work.
2. Timely payment for work performed by the **Engineer** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project.
5. Review and approve the **Engineer**'s progress schedule with milestone activities and/or deliverables identified.
6. Provide timely review and decisions.

ROUTE AND DESIGN STUDIES (FC 110)
The **AUTHORITY** will provide the following:

Design Criteria
1. Attend Design Concept Conference to approve design criteria.
2. Review/approve Design Summary Report.
3. Attend and participate in the Value Engineering Study

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

SOC, ECO AND ENVIRON STUDIES & PUBLIC INVOLVEMENT (FC 120)

The **AUTHORITY** will provide the Environmental Document and electronic Constraints map for the project for development of the Environmental Permits, Issues and Commitments (EPIC) sheets and any other compliance issues.

RIGHT-OF-WAY DATA (FC 130)

The **AUTHORITY** will provide the following:

1. Assist the **Engineer**, as necessary, with coordination of any utility relocations that may be required.
2. Ownership Data in a .dgn file
   a. Ownership Information shall be provided for the corridor width.
   b. All utility ownership shall be provided.
3. Parcel plats & Right-of-Way Map.
   a. A ROW map, parcel plats and field notes shall be prepared and furnished.
   b. ROW map and field notes shall be revised as required due to changes in Highway Design, Ownership Changes or Revised Parcel Numbering. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
   c. ROW map must depict all improvements affecting ROW.
   d. ROW map must meet all requirements as specified in TxDOT ROW manuals.
4. Utility Adjustments:
   AUTHORITY (TxDOT as necessary) will execute utility agreements provided by the Engineer for all required utility adjustments.
5. Survey and Stake Right-of-Way
6. Right of Entry to all affected properties located within the project limits.
7. Deliverables: Right of way Map in electronic format (.dgn).

FIELD SURVEYING AND PHOTOGRAMMETRY (FC 150)

The **AUTHORITY** will provide the following:

Deliverables:

1. Survey Control Data Sheets signed and sealed by a RPLS on mylar 11X17 sheets.
2. 2d-planimetric, 3d-digital terrain model in a Microstation (.dgn) format delivered on CD ROM media. Also to be included is the TIN file, and Geopak files utilized and/or generated by Surveyor.
3. One Hard Copy of Field Surveying Book
4. All survey information required for the development of the PS&E for the project.

MANAGEMENT (FC 164)

The **AUTHORITY** will provide the following:

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

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

The Work to be performed by Saenz Oil & Gas Services, LLC (SOGS) (CONSULTANT) under this agreement with the Hidalgo County Regional Mobility Authority (HCRMA) (AUTHORITY) will consist of pipeline encroachment engineering analysis and recommendations for pipeline crossings within the 365 TOLLWAY and IBTC projects. The pipeline crossings discovered to date have been provided at the end of this exhibit. These services will be provided as follows:

BASE ANALYSIS – typical pipeline crossing (generally, smaller diameter) with little to no continued conflict with pipeline operating company. The CONSULTANT will coordinate with the AUTHORITY throughout the review process to provide timely review of the crossing and feedback to crossings issues.

The **CONSULTANT** will provide the following:

1. Engineering Encroachment Review Report;
2. Stress Analysis;
3. Exhibit Drawing markups;
4. Review of material provided by HCRMA.

COMPLEX ANALYSIS – typical pipeline crossing (generally, larger diameter) with continued conflict with pipeline operating company. The CONSULTANT will coordinate with the AUTHORITY throughout the review process to provide timely review of the crossing and feedback to crossings issues.

The **CONSULTANT** will provide the following:

1. Engineering Encroachment Review Report;
2. Stress Analysis;
3. Exhibit Drawing markups;
4. Review of material provided by HCRMA;
5. Discussions with HCRMA legal team and pipeline operating company.

DESIGN SUPPORT – coordination, inclusive of design stress backup and slab/designs, of the approval for pipeline protection from the HCRMA and the pipeline operating company. The CONSULTANT will coordinate with the AUTHORITY throughout the design support timeline to ensure approval.

The **CONSULTANT** will provide the following:

1. Preliminary design calculations;
2. Proposed Slab profile;
3. Proposed Slab layout.

UTILITY RELOCATION SERVICES (for Potential Future Work Authorizations) – project management, encroachment engineering and design services for the relocation of existing utilities within the limits of the PROJECT.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

UTILITY				STATUS
XING NO.	OWNER	SIZE	TYPE	
U-0031-009	Texas Gas Service	5"	Gas Line	Pending Review/Approval
U-0031-012	<ENTITY>	N/A	Gas Line	Pending Analysis
U-0031-013	<ENTITY>	N/A	Gas Line	Pending Analysis
U-0031-017	<ENTITY>	N/A	Gas Line	Pending Analysis
U-0031-026	<ENTITY>	N/A	Gas Line	Pending Analysis
U-0031-031	<ENTITY>	N/A	Gas Line	Pending Analysis
U-0031-032	<ENTITY>	N/A	Gas Line	Pending Analysis
U-0031-039	<ENTITY>	N/A	Gas Line	Pending Analysis
U-0031-040	TEXAS GAS SERVICE	6"	Gas Line	Pending Review/Approval
U-0031-041	<ENTITY>	N/A	Gas Line	Pending Analysis
U-0031-042	TEXAS GAS SERVICE	5"	Gas Line	Pending Review/Approval
U-0032-002	TEXAS GAS SERVICE	4"	Gas Line	Pending Analysis
U-0032-011	TEXAS GAS SERVICE	4"	High Pressure Gas Line	Pending Analysis
U-0032-028	MISSION PIPELINE	8"	High Pressure Gas Line	Pending Analysis
U-0032-038	MISSION PIPELINE	4"	Gas Line	Pending Analysis
U-0032-040	TEXAS GAS SERVICE	6"	Gas Line	Pending Analysis
U-0032-041	DEWBRE PETRO. CO.	2"	High Pressure Gas Line	Pending Analysis
U-0032-042	DEWBRE PETRO. CO.	4" GAS	Gas Line	Pending Analysis
U-0032-043	TEXAS GAS SERVICE	8" GAS	Gas Line	Pending Analysis
U-0032-047	TEXAS GAS SERVICE	4" GAS	Gas Line	Pending Analysis
U-0032-052	DCP MIDSTREAM	8"	Gas Line	Pending Review/Approval
U-0032-055	TEXAS GAS SERVICE	4"	Gas Line	Pending Review/Approval
U-0032-057	MISSION PIPELINE	8" GAS	Gas Line	Pending Analysis
U-0032-059	DEWBRE PETRO. CO.	2"	High Pressure Gas Line	Pending Analysis

ATTACHMENT D

WORK AUTHORIZATION

ATTACHMENT D-1

WORK AUTHORIZATION NO. ____
AGREEMENT FOR ENGINEERING SERVICES

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

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

PART II. The maximum amount payable under this Work Authorization is $_____ and the method of payment is _____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 _____, 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 Utility Engineering / Design Services.

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

AUTHORITY	**ENGINEER**
By: _____	By: _____
Name: Pilar Rodriguez	Name: Alfredo Saenz, Jr., P.E.
Title: Executive Director	Title: General Manager
Hidalgo County Regional Mobility Authority	Saenz Oil & Gas Services, LLC
Date: _____	Date: 28 Sept. 2017

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 Saenz Oil & Gas Services, LLC (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.

AUTHORITY	**ENGINEER**
By: _____	By: _____
Name: Pilar Rodriguez	Name: Alfredo Saenz, Jr., P.E.
Title: Executive Director	Title: General Manager
Hidalgo County Regional Mobility Authority	Saenz Oil & Gas Services, LLC
Date: _____	Date: 28 Sept. 2017

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

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

ATTACHMENT E-2
Rate Sheets

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

PRIME OR SUBPROVIDER NAME: SAENZ OIL & GAS SERVICES, LLC

Direct Labor		Contract Rate			
Labor/Staff Classification	Hourly Base Rate	FY 17/18			
Program Manager	$97.00	$190.12			
Project / Construction Manager	$84.50	$165.62			
Project Engineer	$75.00	$147.00			
Encroachment Engineer, Level 3	$75.00	$147.00			
Encroachment Engineer, Level 2	$60.00	$117.60			
Encroachment Engineer, Level 1	$53.00	$103.88			
Senior Designer	$53.00	$103.88			
Drafting Assoicate	$47.00	$92.12			
Project Controls	$37.50	$73.50			
Administrative Assistant	$28.00	$54.88			

Negotiated Overhead Rate: 75.0%
Negotiated Profit Rate: 12.0%

Contract Rates include labor, overhead, and profit.

All rates are negotiated rates and are not subject to change or adjustment except as shown above.

For Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours required. Rates billed should correspond to the fiscal or calendar year, if applicable, in which the hours were worked. If rates by year are included, the rates for the last year shown apply to all later years. If only one set of rates is included, with no year designation, the rates shown apply to all later years.

For Lump Sum Payment Basis - Physical percent complete to be billed. Documentation of hours not required.

Any staffing or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.

ATTACHMENT E-3
Max Amount Payable

ENGINEERING SERVICES DESCRIPTION	Task Cost	
365 Tollway		
Base Analysis at $1,500 / Analysis for Approx 12 Analyses	$	20,141.94
Complex Analysis at $2,900 / Analysis for Approx 8 Analyses	$	22,884.96
Design Support for Pipeline Protection Slabs for Approx 10 slabs	$	9,065.00
Maximum Amount Payable at Execution	**$**	**52,091.90**

ATTACHMENT F
Work Schedule

ATTACHMENT F
Work Schedule

DELIVERABLE	DURATION
Initial Coordination Meeting	1 month after NTP
Base Analysis	4 days upon receipt
Complex Analysis	8 days upon receipt
Final Report Delivery	2 days upon approval
Design Support	As necessary and required

ATTACHMENT G

Contract Deliverables/Computer Graphics Files for Document and Information Exchange
(if determined by the Authority to be applicable to this Agreement)

ATTACHMENT G

Contract Deliverables/Computer Graphics Files for Document and Information Exchange
(if determined by the Authority to be applicable to this Agreement)

G.1 Project Deliverables

A. Electronic File Deliverables

a. Electronic files shall be submitted to Authority in readable CDs/DVDs or an external hard drive, or alternatively, through a share site provided by the HCRMA (ProjectWise System).
   i. Formatting and document files shall comply with TxDOT manuals, unless the Engineer and the Authority agree in writing to utilize a different format or document file type
   ii. CDs/DVDs shall be labeled to reflect:
      1. CSJ (if required)
      2. County
      3. Highway or Project
      4. Date of production
      5. Status of project (interim or final)
      6. Volume sequence (disc 1 of 3, for example)
   iii. The standard director for each CD/DVD shall be:
      1. CSJ_DIR Structure (XXXXXXX)
      2. ADVANCES PLANNING
      3. ENVIRONMENTAL
      4. PROJECT COORDINATION
         a. County
         b. Cities (by name)
         c. Financial
         d. MPO
      5. ROW
         a. Field notes
         b. Maps
         c. Plats
         d. Utility SUE
      6. SCHEMATIC
         a. Final
         b. Preliminary
      7. SURVEY
         a. Construction
         b. Design
      8. CONSTRUCTION
         a. CHG ORDERS
         b. P3-SCH
            i. Construction
            ii. Design
      9. PROCUREMENT
      10. CORRESPONDENCE
         a. ADVANCED PLANNING
         b. CONSTRUCTION
         c. DESIGN

- d. ENVIRONMENTAL
- e. ROW
  - i. Division
  - ii. Owners
  - iii. SUE

11. UTILITIES
- a. Electric
- b. Gas
- c. Waste Water
  - i. Engineering Firm
- d. Water
  - i. Engineering Firm
- e. Telephone
- f. Cable
- g. TxDOT TMS
- h. MPO
- i. Sponsor Agency

12. DESIGN
- a. Batch plot
- b. Bridge
- c. Drainage
- d. Estimate
  - i. Preliminary
  - ii. Final
- e. General
- f. Geopak
- g. Miscellaneous
- h. Pavement Design
- i. PS&E
- j. REF Files
- k. Roadway
  - i. Driveways
- l. Standards
  - i. Bridge
  - ii. Drainage
  - iii. Illumination
  - iv. Electric
  - v. Pavement Markers
  - vi. Retaining Walls
  - vii. Roadway
  - viii. Signing
  - ix. SW3P
  - x. TCP
  - xi. TMS
  - xii. Traffic Signals

m. Summary
n. TCP
o. Traffic
p. Walls

13. DOCUMENTS
14. MSTN_File Structure
15. OLD FILES

b. Hard copies of maps and reports shall be submitted to the RMA in clean, readable versions with an electronic back up for Authority files

B. A "readme" file shall be created and placed under the "documents" subdirectory. The readme file will be composed of the minimum directory structure detailed above and modified to list particular files that are contained under the various subdirectories. This information will guide the end user to the location of particular files. In addition to the file information, the readme file should contain the general project information such as CSJ, limits of construction, and types of improvements.

C. Formatting
   a. All CADDSEALS placed on finished documents are to remain on that document and should not be removed.
   b. All design file standards are MicroStation drawing files (*.dgn).
   c. Where possible, *.dgn files should have a *pdf companion file.

G.2. PHASE II – Advanced Project Deliverables

Project electronic deliverables for the following types of engineering work will be established in the appropriate work authorization.

A. Geotechnical Deliverables
B. Schematic Deliverables
C. Field Surveying Deliverables
D. Right of Way Deliverables
E. PS&E Deliverables

ATTACHMENT H

DBE PARTICIPATION

ATTACHMENT H-MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN TXDOT AND HCRMA

ATTACHMENT H

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

ATTACHMENT H (CONTINUED)

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 (CONTINUED)

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

ATTACHMENT H (CONTINUED)

**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**

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.

ATTACHMENT H-MOU

MEMORANDUM OF UNDERSTANDING BETWEEN TXDOT AND HCRMA

ATTACHMENT H (CONTINUED)

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

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

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

Date: 3/13/08

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Dennis Burleson
Chairman

Date: 2/13/2008

ATTACHMENT H-MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN TXDOT AND HCRMA

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.

State Funded Contracts

Attachment H-SG, Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts, State of Texas HUB Subcontracting Plan Required

- This provision is applicable to state funded contracts with a HUB goal assigned.
- 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.
- 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.
- 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.
- Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

Attachment H-SN, Historically Underutilized Business (HUB) Participation for State Funded Professional or Technical Services Contracts, No State of Texas HUB Subcontracting Plan Required

- 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.
- 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.
- Attachment H-6 must be submitted monthly to the AUTHORITY Office even though there is no invoice being submitted or subcontracting to report.
- Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

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.

- Required for all State funded contracts.
- 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.
- A copy of Attachment H-6 must be submitted when supplying an invoice to the appropriate agency contact for payment.
- The "Object Code" section(s) on this form should remain blank.

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

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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 **12.2%** 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

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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 .

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.

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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

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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.

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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.

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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 **12.2 %** of the contract amount.

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

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.

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 <u>are required</u> 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: 12.2% Federally Funded _____
County Funded _____
Prime Provider: {Company Name} 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 1st 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 ***
Subprovider(s) Contract or % of Work* Totals					

*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: 0% Prime Provider {Company Name}

Work Authorization (WA)#: _____ WA Amount: **$0** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

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

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

Provider Name: **Address:** **VID Number:** **PH: & FAX:** **Email:**	**Name:** {Signatory Name} ***(Please Print)*** **Title:** {Position} _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

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

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

Contract #: _____
Date of Execution: _____
Prime Provider: {Company Name} Total Contract Amount:
Work Authorization No. : _____

Original Contract Amount: **$0**
Approved Supplemental Agreements: **$0**
$0
Work Authorization Amount: **$0**

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining

Fill out Progress Assessment Report with each estimate/invoice submitted, *for all subcontracts*, and forward as follows:
1 Copy with Invoice - Hidalgo County Regional Mobility Authority Office
I hereby certify that the above is true and correct statement of the amounts paid to the firms listed above.

Print Name - Company Official /DBE Liaison Officer | Signature | Phone | Date

Email | | Fax

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: 12.2 % **OR** HUB Goal: ____%

Total Contract Amount: **$0** Total Contract Amount: ${Contract Amt}

Contract Number:

Vendor ID #	**Subprovider**	**Total $ Amount Paid to Date**
TOTAL		

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.

Name	Address	Phone Number

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

HUB Subcontracting Plan (HSP)
Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Contract/Requisition Number: _____ Date of Award: _____ (mm/dd/yyyy) Object Code: _____ (Agency Use Only)

Contracting Agency/University Name: _____

Contractor (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

Reporting (Month) Period: _____ Total Amount Paid this Reporting Period to $ _____ -

Report HUB and Non-HUB subcontractor information

Subcontractor's Name	Subcontractor's VID or HUB Certificate Number	*Texas Certified HUB? (Yes or No)	Total Contract $ Amount from HSP with Subcontractor	Total $ Amount Paid This Reporting Period to Subcontractor	Total Contract $ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	

ATTACHMENT H-7

DBE CERTIFICATIONS

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1462587257800**
File/Vendor Number:	**504044**
Approval Date:	**22-AUG-2017**
Scheduled Expiration Date:	**22-AUG-2021**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

SAENZ OIL & GAS SERVICES, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 25-AUG-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Rev. 06/16

ATTACHMENT I

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McDonald & Wessendorff Insurance
611 Morton Street
Richmond TX 77469

CONTACT NAME: Linda Hernandez
PHONE (A/C, No, Ext): (281) 342-2857 **FAX (A/C, No):** (281) 342-7367
E-MAIL ADDRESS: linda.cruz@mcwess-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Crum & Forster Specialty Ins	44520
INSURER B: Texas Mutual Insurance Company	22945
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Saenz Oil & Gas Services, LLC
800 Town & Country Blvd
Suite 300
Houston TX 77024

COVERAGES **CERTIFICATE NUMBER:** CL1722119639 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			EPK115890	2/23/2017	2/23/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 50,000 5,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			EPK115890	2/23/2017	2/23/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ N/A			EFX106966	2/23/2017	2/23/2018	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SBP0001248782	2/23/2017	2/23/2018	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
A	Errors & Omissions			EPK115890	2/23/2017	2/23/2018	Each Claim		$1,000,000

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

CERTIFICATE HOLDER

Hidalgo County Regional Mobility Authority (HCRMA)
118 South Cage Boulevard, 4th
Pharr, TX 78577

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Dan McDonald/LCH

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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). 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: _____

BY: Scott A. Shelburne

DATE: 05 July 2017

ATTACHMENT K
DEBARMENT CERTIFICATION

Texas Department of Transportation

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

(1) The **PROVIDER** certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

SAENZ OIL & GAS SERVICES, LLC
Name of Provider

Signature of Certifying Official

SENIOR ASSOCIATE
Title of Certifying Official

06 JULY 2017
Date

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

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

* federal, state or local

♦Contract No. 07-E40-17-10♦

Hidalgo County Regional Mobility Authority (HCRMA)(Authority)

Utility/Pipeline Encroachment Engineering Analysis

Contract Amendment No. 1

April 8, 2019

Saenz Oil & Gas Services, LLC

ATTACHMENT D-2

SUPPLEMENTAL AGREEMENT NO. 1

**TO PROFESSIONAL SERVICES
AGREEMENT FOR ENGINEERING SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO 1 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Attachment A General Provisions, Section 6, Supplemental Agreements of that certain Professional Services Agreement for Engineering Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Saenz Oil & Gas Services, LLC (the Engineer).

The following terms and conditions of the Agreement are hereby amended as follows:

Article II Agreement Period
This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2019.

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

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

AUTHORITY	**ENGINEER**
By: P-R	By:
Name: Pilar Rodriguez	Name: Alfredo Saenz, Jr., P.E.
Title: Executive Director	Title: President/General Manager
Hidalgo County Regional Mobility Authority	Saenz Oil & Gas Services, LLC
Date: 4/29/2019	Date: 25 April 2019

Exhibit B
Work Authorization No. 3

♦Contract No. 07-E40-17-10♦

Hidalgo County Regional Mobility Authority (HCRMA)(Authority)

Utility/Pipeline Encroachment Engineering Analysis

Work Authorization No. 3

March 5, 2021

Saenz Oil & Gas Services, LLC

ATTACHMENT D-1

WORK AUTHORIZATION NO. __3__
AGREEMENT FOR ENGINEERING SERVICES

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

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

PART II. The maximum amount payable under this Work Authorization is **$2,940.00** and the method of payment is LUMP SUM as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Proposal, which is attached and made a part of this Work Authorization.

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

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on **December 31, 2021**, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

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

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

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	Name: Alfredo Saenz, Jr., P.E.
(Printed Name)	(Printed Name)
_____	Title: President
(Title)	(Title)
_____	5 March 2021
(Date)	(Date)

LIST OF EXHIBITS

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

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

GENERAL

This contract will include the following items of work which may have overlap due to accelerated schedule:

APD Coordination with **AUTHORITY** for Final Environmental documentation

PS&E P.S. & E. Development

The **AUTHORITY** will provide the following general items.

1. Authorization to begin work.
2. Timely payment for work performed by the **Engineer** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project.
5. Review and approve the **Engineer**'s progress schedule with milestone activities and/or deliverables identified.
6. Provide timely review and decisions in accordance with **TxDOT's Advanced Funding Agreement for SH365** in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule identified in Attachment F.
7. Request Project CSJ's from TxDOT.

ROUTE AND DESIGN STUDIES (FC 110)

The **AUTHORITY** will provide the following:

Design Criteria

1. Attend Design Concept Conference to approve design criteria.
2. Review/approve Design Summary Report.
3. Attend and participate in the Value Engineering Study

Schematic Update

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

SOC, ECO AND ENVIRON STUDIES & PUBLIC INVOLVEMENT (FC 120)

The **AUTHORITY** will provide the Environmental Document and electronic Constraints map for the project for development of the Environmental Permits, Issues and Commitments (EPIC) sheets and any other compliance issues.

RIGHT-OF-WAY DATA (FC 130)

The **AUTHORITY** will provide the following:

1. Assist the **Engineer**, as necessary, with coordination of any utility relocations that may be required.
2. Ownership Data in a .dgn file
   a. Ownership Information shall be provided for the corridor width.
   b. All utility ownership shall be provided.
3. Parcel plats & Right-of-Way Map.
   a. A ROW map, parcel plats and field notes shall be prepared and furnished.
   b. ROW map and field notes shall be revised as required due to changes in Highway Design, Ownership Changes or Revised Parcel Numbering. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
   c. ROW map must depict all improvements affecting ROW.
   d. ROW map must meet all requirements as specified in TxDOT ROW manuals.
4. Utility Adjustments:
   AUTHORITY (TxDOT as necessary) will execute utility agreements provided by the Engineer for all required utility adjustments.
5. Survey and Stake Right-of-Way
6. Right of Entry to all affected properties located within the project limits.
7. Deliverables: Right of way Map in electronic format (.dgn).

FIELD SURVEYING AND PHOTOGRAMMETRY (FC 150)

The **AUTHORITY** will provide the following:

Deliverables:

1. Survey Control Data Sheets signed and sealed by a RPLS on mylar 11X17 sheets.
2. 2d-planimetric, 3d-digital terrain model in a Microstation (.dgn) format delivered on CD ROM media. Also to be included is the TIN file, and Geopak files utilized and/or generated by Surveyor.
3. One Hard Copy of Field Surveying Book
4. All survey information required for the development of the PS&E for the project.

DRAINAGE (FC 161)

The **AUTHORITY** will provide the following:

1. Timely review/approval of the Hydraulic Study.

MISCELLANEOUS ROADWAY (FC 163)

The **AUTHORITY** will provide the following:

1. Timely review and approval of TCP in coordination with TxDOT.
2. Provide Aesthetic plans and details for project.

MANAGEMENT (FC 164)

The **AUTHORITY** will provide the following:

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

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

The Work to be performed by Saenz Oil & Gas Services, LLC (SOGS) (CONSULTANT) under this agreement with the Hidalgo County Regional Mobility Authority (HCRMA) (AUTHORITY) will consist of encroachment engineering analysis and recommendations for pipeline and utility crossings within Segments 1, 2 and 3 of the 365 TOLLWAY project. The pipeline and utility crossings discovered to date have been provided at the end of this exhibit. These services will be provided as follows:

PRE-CONSTRUCTION BASE ANALYSIS – typical pipeline and utility crossing (generally, smaller diameter) with little to no continued conflict with pipeline operating company or with the utility company. The CONSULTANT will coordinate with the AUTHORITY throughout the review process to provide timely review of the crossing and feedback to crossings issues.

The **CONSULTANT** will provide the following:

1. Engineering Encroachment Review Report;
2. Stress Analysis (if applicable);
3. Exhibit Drawing markups;
4. Review of material provided by HCRMA.

PRE-CONSTRUCTION COMPLEX ANALYSIS – typical pipeline and utility crossing (generally, larger diameter) with continued conflict with pipeline operating company or with the utility company. The CONSULTANT will coordinate with the AUTHORITY throughout the review process to provide timely review of the crossing and feedback to crossings issues.

The **CONSULTANT** will provide the following:

1. Engineering Encroachment Review Report;
2. Stress Analysis (if applicable);
3. Exhibit Drawing markups;
4. Review of material provided by HCRMA;
5. Discussions with HCRMA legal team, utility company and pipeline operating company.

DESIGN PHASE **SUPPORT** – coordination, inclusive of design stress backup and slab/designs, of the approval for pipeline protection from the HCRMA, utility company and the pipeline operating company. The CONSULTANT will coordinate with the AUTHORITY throughout the design support timeline to ensure approval.

The **CONSULTANT** will provide the following:

1. Preliminary design calculations;
2. Proposed Slab profile;
3. Proposed Slab layout.

CONSTRUCTION PHASE SUPPORT – coordination and review associated with any pipeline or utility found during the construction phase. The CONSULTANT will coordinate with the AUTHORITY throughout the construction phase.

The **CONSULTANT** will provide the following:

1. Engineering Encroachment Review Report;

2. Stress Analysis (if applicable);
3. Exhibit Drawing markups;
4. Review of material provided by HCRMA;
5. Discussions with HCRMA legal team, utility company and pipeline operating company.

UTILITY RELOCATION SERVICES – project management, encroachment engineering and design services for the relocation of existing pipelines or utilities within the limits of the PROJECT.

PIPELINE/UTILITY				STATUS
XING NO.	OWNER	SIZE	TYPE	
U-0031-034	TENNESSE GAS (Kinder Morgan)	24"	High Pressure Pipeline	Encroachment Report Submitted

Note:
The encroachment report associated with this Kinder Morgan 24" pipeline was previously submitted on July 21st, 2017 as final. Per recent correspondence and coordination, Kinder Morgan has provided comments which requires further encroachment evaluation and revision to the stress analysis. The effort associated with this WA No. 3 is to reevaluate the encroachment, redo the stress analysis, and amend the report for resubmittal.

EXHIBIT C

WORK SCHEDULE

The CONSULTANT anticipates that work will be performed within 1 month of the Notice to Proceed (NTP).

DELIVERABLE	DURATION
Initial Coordination Meeting	4 Hours
Complex Analysis	16 Hours
Final Report Delivery	2 Weeks Upon NTP

EXHIBIT D

FEE PROPOSAL

Place Holder

SAENZ OIL & GAS SERVICES, LLC
Encroachment Engineering Services

(Contract No. 07-E40-17-10/ WA No. 3)
Schedule Duration: 31 December 2021

Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Provide Utility/Pipeline Encroachment Analysis

(Contract No. 07-E40-17-10)

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Program Manager	Projet / Construction Manager	Project Engineer	Encroachment Engineer, Level 3	Encroachment Engineering, Level 2	Encroachment Engineering, Level 1	Senior Designer	Drafting Associate	Project Controls	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
365 Tollway: Segments 1, 2, & 3													
Base Analysis at $1,500 / Analysis for Approx 12 Analyses				0					0	0	0		$ -
Complex Analysis at $2,900 / Analysis for Approx 8 Analyses				16					2	8	26		$ 2,938.04
Design Support for Pipeline Protection Slabs for Approx 10 slabs	0	0	0				0	0	0	0	0		$ -
Construction Phase - Pipeline & Utility Discovered - Complex Analysis at $2,900 / Analysis for Approx 10 Analyses				0					0	0	0		$ -
Item 5											0		$ -
Item 6											0		$ -
Item 7											0		$ -
Item 8											0		$ -
Item 9											0		$ -
Item 10											0		$ -
Subtotal	**0**	**0**	**0**	**16**	**0**	**0**	**0**	**0**	**2**	**8**	**26**		**$ 2,938.04**
LABOR MANHOURS TOTAL	**0**	**0**	**0**	**16**	**0**	**0**	**0**	**0**	**2**	**8**	**26**	**CHECK (MHRs):**	
LABOR RATE PER HOUR	$ 190.12	$ 165.62	$ 147.00	$ 147.00	$ 117.60	$ 103.88	$ 103.88	$92.12	$73.50	$ 54.88		**26**	
TOTAL DIRECT LABOR COSTS	$ -	$ -	$ -	$ 2,352.00	$ -	$ -	$ -	$ -	$ 147.00	$ 439.04	$ 2,938.04	CHECK (LABOR): 2,938.04	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	**0.00%**	**0.00%**	**0.00%**	**80.05%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**		**14.94%**	**95.00%**		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	**0.00%**	**0.00%**	**0.00%**	**61.54%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**		**30.77%**	**92.31%**		
TOTAL DIRECT LABOR COST													**$ 2,938.04**
TOTAL DIRECT EXPENSES				**$ -**								**$ -**	**$ -**
GRAND TOTAL													**$ 2,938.04**

ASSUMPTIONS
NONE

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: ___07-E40-17-10___ Assigned Goal: 12.2% Prime Provider Saenz Oil & Gas Services, LLC

Work Authorization (WA)#: 3 WA Amount: $2,940.00 Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Utility/Pipeline Encroachment Engineering Analysis	**$2,940.00**
Total Commitment Amount *(Including all additional pages.)*	**$2,940.00**

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

Provider Name: Saenz Oil & Gas Services, LLC **Address:** P.O. Box 1108, Rosenberg, Texas 77471 **VID Number:** **PH: & FAX:** (832) 491-8656 **Email:** alfredo@saenzoilgas.com	**Name:** Alfredo Saenz, Jr., P.E. ***(Please Print)*** **Title:** President 5 March 2021 **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-482722

Date Filed:
04/26/2019

Date Acknowledged:
04/29/2019

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Saenz Oil & Gas Services, LLC
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Regional Mobility Authority

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
07-E40-17-10
Consulting engineering and project managment services associated with utility/pipeline encroachment engineering. Contract Amendment No. 1 & Work Authorization No. 2

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Shelburne, A., Scott	Magnolia, TX United States	X	
Saenz, Jr., Alfredo	Richmond, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Alfredo Saenz Jr., and my date of birth is 29 Oct. 1975.

My address is PO Box 1108 (street), Rosenberg (city), TX (state), 77471 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fort Bend County, State of Texas, on the 5 day of March (month), 2021 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Exhibit C
Updated Compliance Forms

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/05/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Linda Hernandez	
McDonald & Wessendorff Insurance	PHONE (A/C, No, Ext): (281) 342-2857	FAX (A/C, No): (281) 342-7367
611 Morton Street	E-MAIL ADDRESS: linda.hernandez@mcwess-insurance.com	
Richmond TX 77469	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Crum and Forster Specialty Insurance Company	44520
INSURED	INSURER B : Texas Mutual	22945
Saenz Oil & Gas Services, LLC	INSURER C :	
PO Box 1108	INSURER D :	
	INSURER E :	
Rosenberg TX 77471	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL212421863 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			EPK133942	02/23/2021	02/23/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Services	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			EPK133942	02/23/2021	02/23/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $			EFX116927	02/23/2021	02/23/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001248782	02/23/2021	02/23/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

The general liability and auto package liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The general liability policy contains a special endorsement with “primary and non-contributory” wording.The general liability, auto liability & worker’s compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The umbrella follows form.

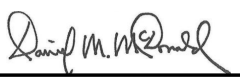
CERTIFICATE HOLDER

Hidalgo County Regional Mobility Authority (HCRMA)
203 W. Newcombe Ave.
Pharr TX 78577

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021 – 09

APPROVAL OF HIDALGO COUNT REGIONAL MOBILITY AUTHORITY'S 87TH LEGISLATIVE PROGRAM

THIS RESOLUTION is adopted this 23rd day of March, 2021 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

WHERAS, the Authority is concerned about long-term transportation infrastructure funding; and

WHEREAS, the Authority has determined the priorities for the Texas 87th Legislative Session; and

WHEREAS, the Authority supports statewide and local options that will allow the development of transportation infrastructure needed;

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 Hidalgo County Regional Mobility Authority's 87th Legislative Program to promote additional transportation financing, including but not limited to Exhibit A.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of March, 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A
HIDALGO COUNTY REGIONAL MOBILITY AUTHOIRITY
87th LEGISLATIVE PROGRAM

87R14834 TYPED

By: Thompson of Brazoria H.B. No. 3968

A BILL TO BE ENTITLED
AN ACT

relating to the development, construction, and operation of toll projects.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 1. COMPREHENSIVE DEVELOPMENT AGREEMENTS FOR CERTAIN TOLL PROJECTS

SECTION 1.01. Subchapter E, Chapter 223, Transportation Code, is amended by adding Sections 223.2014 and 223.2015 to read as follows:

Sec. 223.2014. COMPREHENSIVE DEVELOPMENT AGREEMENTS WITH PRIVATE ENTITY FOR TOLL PROJECT. (a) The department may enter into a comprehensive development agreement with a private entity for a project described by Section 223.201(a)(1) or (2) if:

(1) the estimated capital costs for construction of the project exceed $1 billion;

(2) the department demonstrates that state funding for the project is not available without significant reprioritization of existing funds that are designated for other highway improvement projects; and

(3) the construction of the project does not require the use of money in the state highway fund.

(b) The department may enter into not more than two comprehensive development agreements under this section during each fiscal year.

Sec. 223.2015. VOTER APPROVAL OF CERTAIN PROJECTS REQUIRED; ELECTION. (a) This section applies only to a project that is the subject of a comprehensive development agreement under Section 223.2014.

(b) Notwithstanding any other law, the department or a private entity may not construct or operate a project described by Subsection (a) unless the project is approved by a majority of voters voting:

(1) in all counties in which a portion of the project is to be located at an election held for that purpose, subject to Subdivision (2); or

(2) in each county in which a portion of the project is to be located at an election held for that purpose, if the project is to be located in:

(A) at least one county that has a population of 500,000 or more; and

(B) at least one county that has a population of not more than 50,000.

(c) On request of the department, the commissioners court of each county in which a portion of a project described by Subsection (a) is to be located shall order an election under this section, provided that the election may not be ordered until the scope of the project has been finalized, including:

(1) the route of the project;

(2) the number of lanes of the project or, if the project is an improvement, extension, or expansion of an existing highway, the number of new or modified lanes;

(3) the number of tolled lanes added by the project; and

(4) the method of financing for the project.

(d) An election under this section must be held on the first November uniform election date that allows sufficient time to comply with other requirements of law.

(e) The ballot at an election held under this section must state specific information about the project, including:

(1) the information described by Subsections (c)(1)-(4); and

(2) for each tolled lane added by the project, whether the toll charged will be at a variable or static toll rate.

(f) The department shall contract with each county in which a portion of the project is to be located in a manner prescribed by Subchapter D, Chapter 31, Election Code.

(g) At an election under this section, the ballot must be printed to provide for voting for or against the approval of the project.

(h) An election under this section may not be held earlier than the fifth anniversary of the date of a previous election to approve the same or a substantially similar project, provided that an election under this section may be held for a different project regardless of whether the project involves the same private entity or some or all of the counties involved in a previous election held under this section.

ARTICLE 2. REPEALERS

SECTION 2.01. The following provisions of the Transportation Code are repealed:

(1) Section 223.2011;

(2) Sections 228.001(3-a), 228.054, 228.0545, 228.0546, 228.0547, 228.055, and 228.056;

(3) Sections 284.070, 284.0701, 284.0702, 284.202, 284.203, 284.2031(b), 284.2032, 284.204, 284.205, 284.206, 284.207, 284.208, 284.209, 284.210, 284.211, and 284.212;

(4) Section 366.178;

(5) Section 370.177;

(6) Sections 372.105(c), (d), (e), and (f);

(7) Sections 372.106, 372.107, 372.108, 372.109, 372.110, 372.111, 372.112, 372.113, 372.114, and 372.115; and

(8) Section 502.011.

ARTICLE 3. EFFECTIVE DATE

SECTION 3.01. This Act takes effect September 1, 2021.

Increase in Vehicle Registration Fee (VRF)
Bill to come

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021 - 10

APPROVAL OF A MASTER INTER LOCAL COOPERATIVE AGREEMENT BETWEEN THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND THE CITY OF MISSION TO PROVIDE RIGHT OF WAY ACQUISITION SERVICES TO THE CITY OF MISSION

THIS RESOLUTION is adopted this 23rd day of March 2021 by the Board of Directors ofthe 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, Section 370.261 of the Act requires that the Authority, every even numbered year, develop a five-year strategic plan;

WHEREAS, on December 27, 2016 the Authority approved the 2017-2021 Strategic Plan Update for the Hidalgo County Loop System, which includes the 365 Tollway Project; and

WHEREAS, the City of Mission recognizes the importance of mobility to the region's economic vitality through the efficient movement of goods, services and people and the Authority will assist the City of Mission in advancing the project; and

WHEREAS, the Authority has agreed to provide the City with right of way acquisition services for the proposed Mission/Madero-Reynosa International Bridge Rail Crossing Project; and

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

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

Section 2. The Board hereby approves the master interlocal agreement with the City of Mission for right of way acquisition services for the proposed Mission/Madero-Reynosa International Bridge Rail Crossing Project as part of the Hidalgo County Loop System hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the master interlocal agreement with the City of Mission.

*****

PASSED A ND 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 23rd day of March 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

MASTER INTER LOCAL COOPERATIVE AGREEMENT BETWEEN THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND THE CITY OF MISSION TO PROVIDE RIGHT OF WAY ACQUISITION SERVICES FOR THE PROPOSED MISSION/MADERO-REYNOSA INTERNATIONAL BORDER RAIL CROSSING PROJECT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

MASTER INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF MISSION, TEXAS AND
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS MASTER INTERLOCAL COOPERATION AGREEMENT (the "**Agreement**") is made and entered into effective as of the _____ day of December, 2020, by and between the **CITY OF MISSION**, Texas, a home rule municipality (the "**City**") and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas operating pursuant to Chapter 370, Texas Transportation Code (the "**Authority**"), each situated in Hidalgo County, Texas.

The initial addresses of each of the parties, which either party may change by given written notice to the other, are as follows:

AUTHORITY	CITY
Hidalgo County Regional Mobility Authority	City of Mission
203 Newcome Ave	1200 E. 8th Street
Pharr, Texas 78577	Mission, Texas 78752
Attn: Pilar Rodriguez, Executive Director	Attn: Randy Perez, City Manager

WHEREAS, Chapter 791, Texas Government Code (the "**Texas Interlocal Cooperation Act**") provides that one or more public agency may contract with each other for the performance of a governmental functions or services in which the contracting parties are mutually interested;

WHEREAS, Section 370.033, Texas Transportation Code provides that a regional mobility authority may enter into interlocal agreements with one or more governmental entities for project development related services, including the acquisition of real property, rights of way, property rights, easements and other interests in real property;

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

WHEREAS, the City is the U.S. project sponsor for an existing Presidential Permit for a proposed Mission/Madero-Reynosa International Border Crossing (the "**Border Crossing**"); the City has conducted limited feasibility studies; and the City has preliminarily identified alignments for study in pursuit of the Madero International Bridge rail project extending from the Border Crossing to an inland point (the "**Project**");

WHEREAS, the parties entered into that certain Interlocal Agreement on January 29, 2020 whereby the Authority agreed to perform certain program management support services, including oversight of the environmental clearance process for a portion of the Project located within the City;

WHEREAS, the City is additionally in need of certain preliminary development and right-of-way acquisition services required for the Project within and outside of the City's jurisdictional limits (the "**Acquisition Services**");

WHEREAS, Section 370.161, Texas Transportation Code provides that the Authority may acquire, construct, and extend a transportation project in a county which is part of the Authority (like Hidalgo County), in a county adjacent to the Authority's jurisdiction, and in other counties in Texas that are not part of the Authority with the approval of Texas Department of Transportation, provided that any such county and the Authority enter into an interlocal agreement;

WHEREAS, the Authority, through its own resources or third party contractors is available and willing to assist the City by providing such Acquisition Services to the City and, where outside of the City's jurisdictional limits, other counties (the "**Local Project Sponsors**");

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement and that the benefits to each are reasonable; and

WHEREAS, by addenda hereto, other Local Project Sponsors may also enter into this Agreement, allowing the Authority to participate in Acquisition Services in other jurisdictions;

NOW THEREFORE, the City and the Authority, in consideration of the mutual covenants expressed hereinafter, agree as follows:

I. City Responsibilities.

A. The City has a valid Presidential Permit for the Border Crossing.

B. The City attests that a sponsor on the United Mexican States side of the Project is or will be available to lead the Mexican permitting efforts.

C. Prior to commencement of the Acquisition Services, the City, along with applicable Local Project Sponsors, will undertake a multi-jurisdictional environmental impact statement and receive a Record of Decision under the National Environment Protection Act ("NEPA") for the Project.

D. The City agrees to contract and fund costs of the Acquisition Services. The Authority shall not be responsible for any costs related to this Agreement.

E. After environmental clearance, the City will provide the Authority a right-of-way strip map indicating where Acquisition Services are required. The right of way strip map for the Project will be provided in a timely manner as to allow the Authority sufficient time to acquire right-of-way as required by the Project so as not to delay the development schedule of the Project.

F. The City will provide the Authority any and all maps, parcel sketches, title reports, appraisals, deeds, and title commitments required by the Authority for the Project relating to acquisition of right-of-way as specified above.

G. The City, after receiving notice from the Authority of the approval of the Project's acquisition schedule, may issue a notice to proceed to the Authority for all or part of the Acquisition Services.

H. The City will approve all final offers to acquire right-of-way, within its jurisdiction, as specified herein and will prepare all closing documents. The City will also process all payments for right-of-way acquired, within its jurisdiction. Right of Way acquired outside of the City's jurisdiction may be funded by the City or a consortium of entities and political subdivisions created to fund the Acquisition Services and conduct other pre-development work for the Project.

II. Authority Responsibilities.

A. The Authority may request clarification and/or additional information and documents from the City prior to approving the Project's acquisition schedule.

B. The Authority will adhere to the Texas Department of Transportation State Purchase of Right of Way Policies and Procedures in undertaking the Acquisition Services.

C. For acquisition, the Authority shall bill the City at a cost per parcel for Acquisition Services as specified in Exhibit A attached hereto, an amount established to cover direct overhead costs to the Authority.

D. Upon receipt of a written notice to proceed by the City, the Authority shall begin performing the Acquisition Services.

E. Following commencement, on or before the 15th day of each month, the Authority shall provide the City with a monthly progress report of the preceding month, including all activities carried out in pursuit of this Agreement.

III. Acquisition Services.

A. Subject to the terms of this Agreement, the Authority shall manage and supervise the professional services required to perform the Acquisition Services, which shall be directly contracted by the City. The Authority will oversee the City's procurement for such services; and, in doing so, the Authority agrees to abide by all state and federal procurement guidelines for such services. The Authority shall evaluate respondents and make recommendations to the City for engagement. Similarly, the Authority shall negotiate and make recommendations to the City for related professional services contracts; and, shall manage the contracts and certify milestones.

B. On behalf of the City, after the receipt of a work authorization, the Authority shall manage the procurement, negotiations, and contracts for professional services. Contracts shall be provided to the City Manager of the City to be agreed to and authorized by the City Council, if necessary. The Authority shall not be a party to such contracts.

C. Unless otherwise agreed to with the City, the Authority shall develop and manage task orders under professional services contracts for Acquisition Services and shall review and approve bill payment on task order invoices pursuant to the provisions of the contracts and acceptance of the work. After preliminary review of task billing is made, copies of task order invoices shall be submitted to the City. Within thirty (30) days of receipt of such copies and certifications, the City shall make payment of the same amount directly to the service provider.

IV. Term and Termination.

A. This Agreement shall be for a period of two (2) years after the date first written above and may be renewed for three (3) additional one (1) year terms under the same terms and conditions upon written agreement between the parties.

B. Either party may terminate this Agreement without cause on thirty (30) days' written notice to the other party. If terminated, the Authority shall be paid all

services and expenses rendered through the date of termination.

C. Should either party elect to terminate this Agreement prior to the end of the term but after Notice to Proceed and before the Acquisition Services are complete, the Authority shall perform a final reconciliation upon notice of termination based on parcels purchased through the date of such notice of termination.

V. **Miscellaneous.**

A. **Conflict of Applicable Law**. Nothing in this Agreement shall be construed so as to require the City or the Authority to perform any act contrary to law; and, whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

B. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

C. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto with regard to Acquisition Services and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and the Authority, and not otherwise.

D. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

E. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have

been theretofore specified by written notice delivered in accordance with the notice provisions above.

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

F. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

G. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective, legal representatives, successors, and assigns where permitted by this Agreement.

H. **Assignment.** This Agreement shall not be assignable by either party, without the written consent of the other. It is anticipated that City may enter into one or more agreement with the Texas Department of Transportation and/or one or Local Project Sponsors to accomplish the Project; and, this Agreement may amended to include to any such contract parties (or an organization of contract parties, like a local government corporation) to provide for coordinated Acquisition Services.

I. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

J. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

K. **Authority to Execute.** The execution and performance of this Agreement by the City and the Authority have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and the Authority in accordance with its terms.

L. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

M. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days' written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

N. **Dispute Resolution.** Any dispute between the parties concerning the services or costs hereunder shall be settled by mediation. If mediation is unsuccessful, then the parties shall go to trial in a district court in Hidalgo County under Texas State law.

[signatures to follow]

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF MISSION

By:_____
Randy Perez, City Manager

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By:_____
Pilar Rodriguez, Executive Director

Exhibit A

COST OF ACQUISITION SERVICES

Addendum A
To Master Interlocal Cooperation Agreement Between the City of Mission, Texas and Hidalgo County Regional Mobility Authority

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF JIM HOGG, TEXAS, CITY OF MISSION, TEXAS AND HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS ADDENDUM A TO THAT CERTAIN MASTER INTERLOCAL COOPERATION AGREEMENT (the "**Master Agreement**") is an Interlocal Cooperation Agreement (the "**Agreement**") made and entered into effective as of the _____ day of _____, 2021, by and between the **COUNTY OF JIM HOGG**, a political subdivision of the State of Texas (the "**County**"), **CITY OF MISSION**, Texas, a home rule municipality (the "**City**") and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas operating pursuant to Chapter 370, Texas Transportation Code (the "**Authority**"), each situated in Hidalgo County, Texas. Capitalized terms not otherwise defined herein, shall have the meaning ascribed to them in the Master Agreement

The initial addresses of each of the parties, which either party may change by given written notice to the other, are as follows:

AUTHORITY
Hidalgo County Regional Mobility Authority
203 Newcome Ave
Pharr, Texas 78577
Attn: Pilar Rodriguez, Executive Director

CITY
City of Mission
1200 E. 8th Street
Mission, Texas 78752
Attn: Randy Perez, City Manager

COUNTY
Jim Hogg County
Po Box 729/E. Tilley
Hebbronville Texas 78531
Juan Carlos Guerra, County Judge

WHEREAS, the County desires to support the Project;

WHEREAS, the County has an interest in the Acquisition under the Master Agreement and finds it to be beneficial to be a Local Sponsor for the Acquisition in its jurisdiction;

WHEREAS, because the County is not adjacent to the Authority's jurisdiction, the Authority's participation in this Agreement requires consent from the Texas Department of Transportation (the "Consent"); and, the parties agree to cooperate in obtaining the Consent prior to the County's issuance of any notice to proceed to the Authority;

WHEREAS, with regard to the Acquisition in the County's jurisdiction, the County agrees to acquire and fund the Acquisition pursuant to Section 1 and Exhibit A of the Master Agreement;

WHEREAS, with regard to the Acquisition Services, the Authority agrees undertake the services pursuant to Section 2 and Section 3 of the Master Agreement;

WHEREAS, the parties agree that other terms and provisions of Section 4 and Section 5 the Master Agreement apply to this Addendum 1.

[signatures to follow]

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

JIM HOGG COUNTY

By:_____
Juan Carlos Guerra, County Judge

CITY OF MISSION

By:_____
Randy Perez, City Manager

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By:_____
Pilar Rodriguez, Executive Director

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-11

APPROVAL OF SUPPLEMENTAL AGREEMENT 1 TO WORK AUTHORIZATION 19 TO THE PROFESSIONAL SERVICES AGREEMENT WITH SAMES INC. FOR 365 TOLL/HCID2 PARCEL UPDATES

THIS RESOLUTION is adopted this 27th day of April 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, creating the Technical Committee, comprised of senior level engineers and professionals from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04 authorizing the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on October 16, 2013 the Authority approved Resolution 2013-41 authorizing the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bride Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, on November 20, 2014, the Authority approved Resolution 2013- 53 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms (Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services) to establish a surveying pool for the project; and

WHEREAS, on June 18, 2014, the Authority approved Resolution 2014-53 awarding professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, on February 23, 2016, the Authority approved Resolution 2016- 24 Work Authorization 1 to the Professional Service Agreement with SAMES, Inc. to provide revised survey for the SH 365 Segment 1 & 2 Parcel 16 in the amount of $2,935.00; and

WHEREAS, on March 22, 2016, the Authority approved Resolution 2016-44 Work Authorization 2 to the Professional Service Agreement with SAMES, Inc. to provide revised parcels 13P1, 13P2, 22, 26, 31, 39 and Salinas parcel for State Highway 365 Project in the amount of $13,567.50 for a revised amount of $16,502.50 for Work Authorizations 1 and 2. The maximum payable amount remains at $25,000; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-58 for Work Authorization 3 to the professional service agreement with SAMES Engineering to provide modifications to Parcel(s) 5 Part 5-AQ and 5- Part 5-R; 7 and 15 for State Highway 365 in the amount of $13,085.00; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-59 for Contract Amendment 1 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 3 in the amount of $4,587.50; and

WHEREAS, on May 26, 2016, the Authority approved Resolution 2016-79 Work Authorization 4 to the professional service agreement with SAMES Engineering to provide Parcels 5B, 36B and 80 for State Highway 365 in the amount of $5,085.00 whereas only $4,060.00 were expended; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-81 Work Authorization 5 to the professional service agreement with SAMES Engineering to provide parcels 107-A, 13P2, 102, 20, 108, 110, 111, 112 and 113 for the 365 Tollway Project in the amount of $22,325.00; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-82 Contract Amendment 2 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 4 & 5 in the amount of $26,385.00 for a revised increase of a maximum payable amount of $55,972.50; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-97 for Work Authorization 3 Supplemental 1 to the professional service agreement with SAMES Engineering for a no-cost time extension for parcel revision to the 365 Tollway Project; and

WHEREAS, on July 26, 2016 the Authority approved Resolution 2016-98 for Work Authorization 6 to the professional service agreement with SAMES Engineering to provide parcels 7, 7B, and 9P2 for Segment 2 of the 365 Tollway Project in the amount of $4,080.00; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-99 for Contract Amendment 3 to the professional service agreement with SAMES Engineering for Work Authorization 6 in the amount of $4,080.00 for a revised increase of a maximum payable amount of $60,052.50; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-105 for Work Authorization 7 to the professional service agreement with SAMES Engineering to provide right of way staking for Veterans Road and Hi-Line Road for utility relocations in the amount of $5,650.00; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-106 for Contract Amendment 4 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 7 in the amount of $5,650.00 for a revised increase a maximum payable amount of $65,720.50; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-112 Work Authorization 8 to the professional service agreement with SAMES Engineering to provide revisions to parcel 49 P1 in the amount of $1,625.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-113 Work Authorization 9 to the professional service agreement with SAMES Engineering to provide construction monuments for the 365 Tollway Project in the amount of $26,365.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-114 Contract Amendment 5 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 8 & 9 in the amount of $27,990.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-123 Work Authorization 10 to the professional service agreement with SAMES Engineering to provide parcel sketches for corner clips at Steward Road & US 281/Military Highway as part of the Overpass/BSIF Connector for 365 Tollway Project in the amount of $1,270.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-124 Contract Amendment 6 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 10 in the amount of $1,270.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-125 Work Authorization 11 to the professional service agreement with SAMES Engineering to provide surveys for parcels 21, 22, 22C Lateral D and Pawlik tract as part of the 365 Tollway Project in the amount of $12,030.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-126 Contract Amendment Number 7 to the Professional Service Agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 11 as part of the 365 Tollway Project in the amount of $12,030.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-02 Work Authorization 12 to the professional service agreement with SAMES Engineering to update surveys 22D and 108 as part of the 365 Tollway Project in the amount of $1,840.00;and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-05 Work Authorization 13 to the professional service agreement with SAMES Engineering to update survey 20 and provide surveys for parcels OD2 & OD3 as part of the 365 Tollway Project in the amount of $9,715.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-03 Contact Amendment 8 to the professional services agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 12 & 13 as part of the 365 Tollway Project in the amount of $11,555.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-14 Work Authorization 14 to the professional service agreement with SAMES Engineering to provide parcel sketches for offsite drainage outfall parcels for the 365 Tollway Project in the amount of $83,030.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-15 Work Authorization 15 to the professional service agreement with SAMES Engineering to provide subsurface utility engineering for utility relocation as part of the 365 Tollway Project in the amount of $44,948.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-16 Contract Amendment 9 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Numbers 14 and 15 in the amount of $127,978.00; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-36 Supplemental Number 2 to Work Authorization Number 3 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide surveys for Parcels 5, 5P and 15; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-37 Supplemental Number 1 to Work Authorization Number 9 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide construction control monuments; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-38 to Work Authorization Number 16 to the professional service agreement with SAMES Engineering to provide a survey for parel 36A as part of the 365 Tollway Projet in the amount of $3,230.00; and

WHEREAS, on March 28, 2017 the Authority approved Resolution 2017-39 Contract Amendment 10 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 16 in the amount of $3,230.00; and

WHEREAS, on August 29, 2017 the Authority approved Resolution 2017-74 Approval of Work Authorization 15 – Supplemental 1 to the professional services agreement with SAMES Engineering for additional Subsurface Utility Engineering for the 365 Tollway Project in the amount of $20,926.00; and

WHEREAS, on August 22, 2017 the Authority approved Resolution 2017-75 Contract Amendment 11 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 15 – Supplemental 1 in the amount of $20,926.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-12 – Approval of Work Authorization 3 - Supplemental 3 to the Professional Services Agreement with SAMES Inc. for a no cost-extension to invoice 100% of Parcel 5P5, HVI acquisition; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-13 – Approval of Work Authorization 14 - Supplemental 1 to the Professional Services Agreement with SAMES Inc. for a no cost-extension for the outfall development; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-14 – Approval of Work Authorization 17 with SAMES Inc. for the HCID2 parcel adjacent to Parcel 65P9 near Hi Line Road in the amount of $2,080.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-15 – Contract Amendment 12 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 15 – Supplemental 1 in the amount of $20,926.00;

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-37 Contract Amendment 13 to the professional services agreement with SAMES Engineering for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-56 Work Authorization 14 Supplemental 2 to the professional services agreement with SAMES Engineering for off-site outfalls/irrigation parcels for the 365 Tollway Project in the amount of $4,370.00;

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-04 Work Authorization 18 to the professional services agreement with SAMES Engineering for I-Road parcels for the 365 Tollway Project in the amount of $6,350.00; and

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-05 Contract Amendment 15 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 18 in the amount of $6,350.00; and

WHEREAS, on March 23, 2021 the Authority approved Resolution 2021-06 Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of $1,180.00; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-11 Supplemental Agreement 1 to Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of $2,330.00;

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

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

Section 2. The Board hereby approves Resolution 2021-11 for Supplemental Agreement 1 to Work Authorization 19 to the professional service agreement with SAMES Engineering to increase in the amount of $2,330.00; hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Supplemental Agreement 1 to Work Authorization 19 to the Professional Services Agreement for Surveying Services with SAMES Engineering as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 27th day of April 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Supplemental Agreement 1 to
Work Authorization # 19
to
Professional Service Agreement with
SAMES, Inc.
for
Surveying Services

ATTACHMENT D-2

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 19
AGREEMENT FOR SURVEYING SERVICES

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

The following terms and conditions of Work Authorization No. 19 are hereby amended as follows:

Part I: Supplemental Work Authorization Scope of Services to be provided by the Engineer and amended as noted within the attached Exhibit B. Exhibit C is provided to show the work plan for the execution of the Supplemental Work Authorization scope contained herein.

Part II: The maximum amount payable under Part II of Work Authorization No. 19 is increased by $2,330.00 as shown in Exhibit D bringing the revised maximum amount payable under Work Authorization No. 19 to $3,510.00.

Part IV: Work Authorization No. 19 shall now terminate on June 31, 2021 and a revised Work Schedule will be supplied to document the revised date of work activity.

Exhibit H-2: Subprovider Monitoring System Commitment Agreement is amended as noted in Exhibit H-2

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

THE SURVEYOR	**THE AUTHORITY**
(Signature)	(Signature)
Samuel Maldonado, P.E., RPLS	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
Principal	Executive Director
(Title)	(Title)
(Date)	(Date)

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

7.0 Right of Way Mapping and Parcel Tract Platting

Preparation of maps, plats, legal descriptions and all documents for the Final ROW Acquisition and monumenting of final Right of Way and Parcels.

Definitions and Concepts for use in this context and derived from the TxDOT and HCRMA Survey Manuals.

Parent Tracts are defined by contiguous ownership, i.e.:

… any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership.

… any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership and not divided by a public way, separate ownership or platted as a subdivision.

… any tract of land comprised of contiguous lots in a platted subdivision under a single ownership.

Parcels are defined and created by ownership and unity of use and are the actual real properties, or tracts, to be acquired by the HCRMA, whether through purchase, donation, or exchange.

… If a Parent Tract of contiguous properties has a unity of use, then two or more properties may be combined into one parcel.

… If a Parent Tract of contiguous properties does not have unity of use, then each property is a separate parcel.

… If a Parent Tract has different and discrete land use areas, then each land use area must be partitioned into separate parcels with a unique number. A Parcel, therefore, does not necessarily have a one-to-one correspondence to the property lines of the parent tract.

… if a Parent Tract is divided or severed by public ways or by separate ownership and does NOT have common underlying ownership then each property must be partitioned into separate parcels with a unique number.

… if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership but does NOT have unity of use then each property must be partitioned into separate parcels with a unique number.

… if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership and DOES have unity of use then each property may be partitioned into ONE Parcel and sub-partitioned into separate PARTS.

Limits for this service:

Development of Irrigation District Parcel 2 (ID2)

7.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
HCRMA	Sames, Inc.	7.1.1	Contact and Coordinate with HCRMA for… • FINAL and APPROVED ROW FOOTPRINT prepared by HCRMA Design Engineers. (See Attachment C.4 – Detailed Scope of Services for Boundary Survey). • Any other information or data completed on the project to this point, i.e., final approved schematic, Planimetric Map of Project in MicroStation compatible format, Horizontal and Vertical projection, grid system and datum upon where the survey should be based and all other data the HCRMA has on hand.
HCRMA	Sames, Inc.	7.1.2	Deliver "Abstracts of Title" or "Title Reports" of Parent Tracts prepared by Title Co.
HCRMA	Sames, Inc.	7.1.3	Deliver HCRMA survey monument caps (if applicable)
HCRMA	Sames, Inc.	7.1.4	Review of the HCRMA Survey Manuel and Right of Way requirements and discuss… • Parcel creation and numbering Requirements. The methodology of numbering ROW parcels must be correct and consistent to avoid problems in the appraisal process or with record maintenance through the ROW information system. Communicate regularly with the HCRMA for uniformity of Parcel creation methodology. • ROW MAP Requirements. • Parcel Plats and Parcel Descriptions Requirements.

7.2 Field Work Tasks.

To be provided by:			
	Sames, Inc.	7.2.1	Monument the final project ROW lines… • Set a 5/8" diameter x 24" long rebar, capped with an "HCRMA ROW" aluminum disk along the ROW lines at all corners, angle points, and points of curvature and tangency.
	Sames, Inc.	7.2.2	Monument Parcel corners… • Set 5/8" diameter x 18" long rebar, capped with an "HCRMA ROW" aluminum disk along ROW lines • Set 1/2'' diameter x 18" long rebar, capped with an appropriate cap bearing identification of the sub consultant Surveyor on interior corners (corners inside the taking)
	Sames, Inc.	7.2.3	Verify that all planimetric features of existing topo and planimetrics within the staked parcel are current. • Exercise special care in observing both structure and aerial encroachments such as overhead electric and telephone lines with cross-arms.

7.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	Sames, Inc.	7.3.1	Analyze, define and create final Parcels and Parcel numbering plan. • See Parcel creation definition above.		
	Sames, Inc.	7.3.2	Update existing Planimetric map with any new or missing features or encroachments.		
	Sames, Inc.	7.3.3	Prepare and Create ROW MAP including… • Title Sheet • Parcel Index Sheet • Control Sheet o (BMs set as per Attachment C.8 – Detailed scope of Service for Construction Staking will be the control on this sheet) • Plan Sheets		
	Sames, Inc.	7.3.4	Prepare and create PARCEL PLATS and DESCRIPTIONS Prepare survey plats and metes and bounds descriptions as per HCRMA requirements for each Acquisition Parcel.		

EXHIBIT C
WORK SCHEDULE

SAMES, Inc.

Supplemental Agreement 1 to Work Authorization No. 19

HCRMA

Task Description	Start Date	End Date	Duration	2021 JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
Parcel ID2 Development	**26-Mar-21**	**14-May-21**	**1.5 Months**				→	→					
Coordination, Admin, Research and Abstracting	**26-Mar-21**	**14-May-21**	**1.5 Months**				→	→					
Field Work	**26-Mar-21**	**14-May-21**	**1.5 Months**				→	→					
Office Work / Delivery Preparation	**26-Mar-21**	**14-May-21**	**1.5 Months**				→	→					

Prime: SAMES, Inc.
Survey Services for the HCRMA
Supplemental Agreement 1 to Work Authorization No. 19
Schedule Duration: 1.5 Months

EXHIBIT D - Fee Schedule
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Supplemental Agreement 1 to Work Authorization No. 19
Parcel ID2
LIMITS: From the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493 (As-Assigned by the HCRMA)

SURVEY SERVICES DESCRIPTION	Principal / Sr. Manager / Senior survey Manager	Project Surveyor (RPLS)	Senior Survey Tech / SIT	Survey Technician	CADD Operator	Clerical / Admin.	Abstractor	1-Person Survey Crew	2-Person Survey Crew	3-Person Survey Crew	4-Person Survey Crew	Total Labor Hrs.	Remarks	Task Cost
PARCEL PREPARATION:														
Parcel ID2 :														
Coordination, Admin, Research and Abstracting	1					0.5						3		$ 225.00
Field Work									6			4		$ 780.00
Office Work / Delivery Preparation		2.5		12		1						4		$ 1,325.00
Subtotal	**1**	**2.5**	**0**	**12**	**0**	**1.5**	**0**	**0**	**6**	**0**	**0**	**11**		**$ 2,330.00**
Total Manhours by Classification	**1**	**1**	**0**	**6**	**0**	**1**	**0**	**0**	**3**	**0**	**0**	**5**		
Contract Hourly Rate by Classification	$ 200.00	$ 150.00	$ 105.00	$ 75.00	$ 65.00	$ 50.00	$ 65.00	$ 80.00	$ 130.00	$ 168.00	$ 198.00			
Total Fee by Classification	$ 100.00	$ 187.50	$ -	$ 450.00	$ -	$ 37.50	$ -	$ -	$ 390.00			$ 1,165.00		
% Utilization by Over 6 months	**0.05%**	**0.12%**	**0.00%**	**0.58%**	**0.00%**	**0.07%**	**0.00%**	**0.00%**	**0.29%**				**CHECK (MHRs):** **12**	
% of Total Labor Hours	**9.52%**	**23.81%**	**0.00%**	**114.29%**	**0.00%**	**14.29%**	**0.00%**	**0.00%**	**57.14%**			**100.00%**	**CHECK (LABOR):**	
% of Total Labor Cost	**8.58%**	**16.09%**	**0.00%**	**38.63%**	**0.00%**	**3.22%**	**0.00%**	**0.00%**	**33.48%**			**100.00%**	**$ 1,165.00**	
TOTAL DIRECT LABOR COST														**$ 2,330.00**

DIRECT EXPENSES	Rate	Unit	Amount	Total	Remarks
Mileage	$ 0.56	Mile	0	$ -	$ -
Photocopies	$ 0.10	Sheet	0	$ -	$ -
Blueline/Blackline Prints	$ 2.00	Sheet	0	$ -	$ -
Deed/Copies	$ 1.00	Sheet	0	$ -	$ -
Certified Deed Copies	$ 2.00	Sheet	0	$ -	$ -
Mylar (11x17)	$ 3.00	Sheet	0	$ -	$ -
Mylar (22x34)	$ 6.00	Sheet	0	$ -	$ -
TOTAL DIRECT EXPENSES				$ -	$ -

SPECIAL SERVICES FEE (SUBCONSULTANTS) — **DBE Participation 0.00%**

Name	Task(s) Summary	
TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)		**$ -**
GRAND TOTAL		**$ 2,330.00**

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: _____ Assigned Goal: 0.0% Prime Provider SAMES, Inc.

Work Authorization (WA)#: 19 WA Amount: **$1,180.00** Date: _____
Supplemental Work Authorization (SWA) #: 1 to WA #: 19 SWA Amount: $2,330.00
Revised WA Amount: $3,510.00

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Survey	**$2,330.00**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

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

Provider Name: SAMES, Inc. **Address: 200 S 10th Street, Suite 1607, McAllen, Texas 78501** **VID Number: 12629412888** **PH: (956) 702-8880; FX: (956) 702 -8883** **Email: sam@samengineering-surveying.com**	**Name:** Samuel Maldonado ***(Please Print)*** **Title:** Principal **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH: (XXX) XXX-XXXX; FX: (XXX) XXX-XXXX** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH: FX:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-12

APPROVAL OF CONTRACT AMENDMENT 17 TO THE PROFESSIONAL SERVICE AGREEMENT WITH SAMES, INC. TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR SUPPLEMENTAL AGREEMENT 1 TO WORK AUTHORIZATION NUMBER 19

THIS RESOLUTION is adopted this 27th day of April 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, creating the Technical Committee, comprised of senior level engineers and professionals from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04 authorizing the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on October 16, 2013 the Authority approved Resolution 2013-41 authorizing the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bride Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, on November 20, 2014, the Authority approved Resolution 2013- 53 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms (Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services) to establish a surveying pool for the project; and

WHEREAS, on June 18, 2014, the Authority approved Resolution 2014-53 awarding professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, on February 23, 2016, the Authority approved Resolution 2016- 24 Work Authorization 1 to the Professional Service Agreement with SAMES, Inc. to provide revised survey for the SH 365 Segment 1 & 2 Parcel 16 in the amount of $2,935.00; and

WHEREAS, on March 22, 2016, the Authority approved Resolution 2016-44 Work Authorization 2 to the Professional Service Agreement with SAMES, Inc. to provide revised parcels 13P1, 13P2, 22, 26, 31, 39 and Salinas parcel for State Highway 365 Project in the amount of $13,567.50 for a revised amount of $16,502.50 for Work Authorizations 1 and 2. The maximum payable amount remains at $25,000; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-58 for Work Authorization 3 to the professional service agreement with SAMES Engineering to provide modifications to Parcel(s) 5 Part 5-AQ and 5- Part 5-R; 7 and 15 for State Highway 365 in the amount of $13,085.00; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-59 for Contract Amendment 1 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 3 in the amount of $4,587.50; and

WHEREAS, on May 26, 2016, the Authority approved Resolution 2016-79 Work Authorization 4 to the professional service agreement with SAMES Engineering to provide Parcels 5B, 36B and 80 for State Highway 365 in the amount of $5,085.00 whereas only $4,060.00 were expended; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-81 Work Authorization 5 to the professional service agreement with SAMES Engineering to provide parcels 107-A, 13P2, 102, 20, 108, 110, 111, 112 and 113 for the 365 Tollway Project in the amount of $22,325.00; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-82 Contract Amendment 2 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 4 & 5 in the amount of $26,385.00 for a revised increase of a maximum payable amount of $55,972.50; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-97 for Work Authorization 3 Supplemental 1 to the professional service agreement with SAMES Engineering for a no-cost time extension for parcel revision to the 365 Tollway Project; and

WHEREAS, on July 26, 2016 the Authority approved Resolution 2016-98 for Work Authorization 6 to the professional service agreement with SAMES Engineering to provide parcels 7, 7B, and 9P2 for Segment 2 of the 365 Tollway Project in the amount of $4,080.00; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-99 for Contract Amendment 3 to the professional service agreement with SAMES Engineering for Work Authorization 6 in the amount of $4,080.00 for a revised increase of a maximum payable amount of $60,052.50; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-105 for Work Authorization 7 to the professional service agreement with SAMES Engineering to provide right of way staking for Veterans Road and Hi-Line Road for utility relocations in the amount of $5,650.00; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-106 for Contract Amendment 4 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 7 in the amount of $5,650.00 for a revised increase a maximum payable amount of $65,720.50; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-112 Work Authorization 8 to the professional service agreement with SAMES Engineering to provide revisions to parcel 49 P1 in the amount of $1,625.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-113 Work Authorization 9 to the professional service agreement with SAMES Engineering to provide construction monuments for the 365 Tollway Project in the amount of $26,365.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-114 Contract Amendment 5 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 8 & 9 in the amount of $27,990.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-123 Work Authorization 10 to the professional service agreement with SAMES Engineering to provide parcel sketches for corner clips at Steward Road & US 281/Military Highway as part of the Overpass/BSIF Connector for 365 Tollway Project in the amount of $1,270.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-124 Contract Amendment 6 to the professional service agreement with SAMES Engineering to to increase the maximum payable amount for Work Authorization Number 10 in the amount of $1,270.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-125 Work Authorization 11 to the professional service agreement with SAMES Engineering to provide surveys for parcels 21, 22, 22C Lateral D and Pawlik tract as part of the 365 Tollway Project in the amount of $12,030.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-126 Contract Amendment Number 7 to the Professional Service Agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 11 as part of the 365 Tollway Project in the amount of $12,030.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-02 Work Authorization 12 to the professional service agreement with SAMES Engineering to update surveys 22D and 108 as part of the 365 Tollway Project in the amount of $1,840.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-05 Work Authorization 13 to the professional service agreement with SAMES Engineering to update survey 20 and provide surveys for parcels OD2 & OD3 as part of the 365 Tollway Project in the amount of $9,715.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-03 Contact Amendment 8 to the professional services agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 12 & 13 as part of the 365 Tollway Project in the amount of $11,555.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-14 Work Authorization 14 to the professional service agreement with SAMES Engineering to provide parcel sketches for offsite drainage outfall parcels for the 365 Tollway Project in the amount of $83,030.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-15 Work Authorization 15 to the professional service agreement with SAMES Engineering to provide subsurface utility engineering for utility relocation as part of the 365 Tollway Project in the amount of $44,948.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-16 Contract Amendment 9 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Numbers 14 and 15 in the amount of $127,978.00; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-36 Supplemental Number 2 to Work Authorization Number 3 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide surveys for Parcels 5, 5P and 15; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-37 Supplemental Number 1 to Work Authorization Number 9 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide construction control monuments; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-38 to Work Authorization Number 16 to the professional service agreement with SAMES Engineering to provide a survey for parel 36A as part of the 365 Tollway Projet in the amount of $3,230.00; and

WHEREAS, on March 28, 2017 the Authority approved Resolution 2017-39 Contract Amendment 10 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 16 in the amount of $3,230.00; and

WHEREAS, on August 29, 2017 the Authority approved Resolution 2017-74 Approval of Work Authorization 15 – Supplemental 1 to the professional services agreement with SAMES Engineering for additional Subsurface Utility Engineering for the 365 Tollway Project in the amount of $20,926.00; and

WHEREAS, on August 22, 2017 the Authority approved Resolution 2017-75 Contract Amendment 11 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 15 – Supplemental 1 in the amount of $20,926.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-12 – Approval of Work Authorization 3 - Supplemental 3 to the Professional Services Agreement with SAMES Inc. for a no cost-extension to invoice 100% of Parcel 5P5, HVI acquisition; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-13 – Approval of Work Authorization 14 - Supplemental 1 to the Professional Services Agreement with SAMES Inc. for a no cost-extension for the outfall development; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-14 – Approval of Work Authorization 17 with SAMES Inc. for the HCID2 parcel adjacent to Parcel 65P9 near Hi Line Road in the amount of $2,080.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-15 – Contract Amendment 12 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 15 – Supplemental 1 in the amount of $20,926.00; and

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-37 Contract Amendment 13 to the professional services agreement with SAMES Engineering for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-57 Contract Amendment 14 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 14 – Supplemental 2 in the amount of $4,370.00;

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-04 Work Authorization 18 to the professional services agreement with SAMES Engineering for I-Road parcels for the 365 Tollway Project in the amount of $6,350.00; and

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-05 Contract Amendment 15 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 18 in the amount of $6,350.00; and

WHEREAS, on March 23, 2021 the authority approved Resolution 2021-07 Contract Amendment 16 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 19 in the amount of $1,180.00; and

WHEREAS, the authority finds it necessary to approve Resolution 2021-12 Contract Amendment 17 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 1 to Work Authorization 19 in the amount of $2,330.00;

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

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

Section 2. The Board hereby approves Resolution 2021-12 to the professional service agreement with SAMES Engineering to increase in maximum amount payable for Supplemental Agreement 1 to Work Authorization 19 in the amount of $2,330.00 for a revised maximum payable amount of $286,991.50; hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Contract Amendment 17 to the Professional Services Agreement for Surveying Services with SAMES Engineering as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 27th day of April 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Contract Amendment # 17
to
Professional Service Agreement with
SAMES, Inc.
for
Surveying Services

CONTRACT AMENDMENT NO. 17
TO PROFESSIONAL SERVICES
AGREEMENT FOR SURVEYING SERVICES

THIS CONTRACT AMENDMENT NO 17 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Article III Compensation and Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Surveying Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and SAMES, Inc. (the Surveyor).

The following terms and conditions of the Agreement are hereby amended as follows:

Article III Compensation
Article III Compensation shall be amended to increase the amount payable under this contract from $284,661.50 to $286,991.50 for a total increase of $2,330.00 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 19.

This Contract Amendment No. 17 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

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

THE SURVEYOR	**THE AUTHORITY**
(Signature)	(Signature)
Samuel D. Maldonado, PE, RPLS	Pilar Rodriguez, P.E.
Principal	Executive Director
(Title)	(Title)
(Date)	**(Date)**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021 – 13

APPROVAL OF CONTRACT AMENDMENT 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH TERRACON CONSULTANTS IN A DEDUCT AMOUNT FOR FINAL RECONCILIATION AND CLOSE OUT OF WORK AUTHORIZATION 1

THIS RESOLUTION is adopted this 27th day of April, 2021 by the Board ofDirectors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on February 22, 2012 the Authority Approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, Resolution 2014-30 authorized the use and structure of the Technical Committee to rate, rank and recommend a short list for Construction Materials Testing and ITS/Toll Integrator Services to the Board of Directors for the Statements of Qualifications for the State Highway 365 and International Bride Trade Corridor Project; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the State Highway 365 and International Bridge Trade Corridor Project for Construction Materials Testing and Geotechnical Services and recommends that Board of Directors interview Raba Kistner, L&G Laboratory and Terracon; and

WHEREAS, on March 25, 2014, Resolution 2014-30 the Board of Directors formally interviewed all the short listed firms for Construction Materials Testing and Geotechnical Services for the State Highway 365 and International Bridge Trade Corridor Project, determine a final ranking and authorize HCRMA Staff to negotiate withthe top ranked firms of Raba Kistner, L&G Laboratory and Terracon; and

WHEREAS, staff has negotiated Professional Service Agreements with Raba Kistner, L&G Laboratory and Terracon for Construction Materials Testing and Geotechnical Services; and

WHEREAS, the Authority has determined it is necessary to Professional Service Agreements with Raba Kistner, L&G Laboratory and Terracon for Construction Materials Testing and Geotechnical Services for the State Highway 365 and International Bridge Trade Corridor Project; and

WHEREAS, on January 26, 2016 the Authority approved Resolution 2016-09 Work Authorization Number 1 to the Professional Service Agreement with Terracon to provide Construction Materials Testing Services for the US281 / Military Highway Overpass / BSIF Connector Project in the amount of $291,390.00; and

WHEREAS, the authority finds it necessary to approve Resolution 2021-13 Contract Amendment 1 to the Professional Service Agreement with Terracon Consultants in a deduct in the amount of ($148,811.19) for final reconciliation and close out of Work Authorization 1.

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

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

Section 2. The Board hereby approves Contract Amendment 1 to the Professional Service Agreement with Terracon Consultants in a deduct in the amount of ($148,811.19) for the final reconciliation and close out of Work Authorization Number 1 for a new contract amount of $142,578.81, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Contract Amendment 1 to the Professional Service Agreement with Terracon Consultants.

.

*****

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 27th day of April 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Contract Amendment 1 to the

Professional Service Agreement

With

Terracon Consultants

For

Geotechnical Engineering Services

for the

International Bridge Trade Corridor

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PAYMENT SUMMARY

Terracon Consultants
Constuction Material Testing
US 281/Military Highway Overpass/BSIF Connector

		Invoice Date											WA	WA
	Approved WA Amount	3/28/2016	4/25/2016	7/11/2016	7/18/2016	8/15/2016	9/12/2016	10/10/2016	11/7/2016	12/5/2016	1/3/2017	10/30/2017	Total Billed	Balance
WA#1	$291,390.00	$2,170.14	$2,524.94	$1,706.75	$1,097.67	$14,035.59	$8,063.83	$1,728.99	$7,474.13	$7,084.82	$1,745.24	$10,900.50	$58,532.60	$232,857.40
	$291,390.00	$2,170.14	$2,524.94	$1,706.75	$1,097.67	$14,035.59	$8,063.83	$1,728.99	$7,474.13	$7,084.82	$1,745.24	**$10,900.50**	$58,532.60	$232,857.40
														$291,390.00

		Invoice Date											WA	WA
	Approved WA Amount	2/27/2017	3/27/2017	4/24/2017	6/7/2017	7/6/2017	7/17/2017	8/14/2017	9/11/2017	10/9/2017	11/6/2017	12/4/2017	Total Billed	Balance
WA#1	$291,390.00	$9,269.02	$3,397.71	$6,100.68	$13,685.72	$12,428.21	$9,300.25	$9,733.74	$8,687.79	$5,384.47	$2,541.11	$1,647.40	$140,708.70	$150,681.30
	$291,390.00	$9,269.02	$3,397.71	$6,100.68	$13,685.72	$12,428.21	$9,300.25	$9,733.74	$8,687.79	$5,384.47	$2,541.11	$1,647.40	$140,708.70	$150,681.30
														$291,390.00

		Invoice Date			WA	WA
	Approved WA Amount	1/2/2018	4/23/2018	7/16/2018	Total Billed	Balance
WA#1	$291,390.00	$766.58	$803.53	$300.00	$142,578.81	$148,811.19
	$291,390.00	$766.58	$803.53	**$300.00**	$142,578.81	$148,811.19
		Amount Approved for Payment				$291,390.00

WA#1 approved January 26, 2016 to provide Construction Material Testing for the US 281/Military Highway Overpass/BSIF Connector in the amount of $291,390.00

Approved for Payment
Ramon Navarro IV, PE
Interim Executive Director

8/17/18
Date

Prepared by:
Ramon Navarro IV, PE
Tx PE #97470
8/17/2018

CONTRACT AMENDMENT NO. 1
TO PROFESSIONAL SERVICES
AGREEMENT FOR CONSTRUCTION AND MATERIALS TESTING SERVICES

THIS CONTRACT AMENDMENT NO 1 TO WORK AUTHORIZATION 1 is made pursuant to the terms and conditions of "Article III Compensation and Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Surveying Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and TERRACON CONSULTANTS, Inc. (the Engineer).

The following terms and conditions of the Agreement are hereby amended as follows:

Article III Compensation
Article III Compensation shall be amended to decrease the amount payable under this contract from $291,390 to $142,578.81 for a total decrease of $148,811.19 due to lesser scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 1.

This Contract Amendment No. 1 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

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

THE SURVEYOR	**THE AUTHORITY**
(Signature)	(Signature)
Jorge A. Flores, P.G.	Pilar Rodriguez, P.E.
Principal **(Title)**	Executive Director **(Title)**
(Date)	**(Date)**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-14

APPROVAL OF SUPPLEMENTAL AGREEMENT 1 WORK AUTHORIZATION 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BLANTON & ASSOCIATES, INC. FOR A NO-COST TIME EXTENSION

THIS RESOLUTION is adopted this 25th day of May 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County, including the International Bridge Trade Connector project (the "IBTC");

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HEREAS, the Authority approved Resolution 2020-30 Contract Amendment Number 6 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by $66,168.15 for due Work Authorization Number 7; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-14 Supplemental Agreement 1 Work Authorization Number 2 to the Professional Service Agreement with Blanton & Associates, Inc. for a no-cost time extension.

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 Supplemental 1 Work Authorization Number 2 to the Professional Service Agreement with Blanton & Associates, Inc. for a no-cost time, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Supplemental 1 Work Authorization Number 2 to the Professional Services Agreement for the 365 Tollway Project hereby approved.

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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 25th day of May 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Supplemental Agreement 1 Work Authorization Number 2

to the Professional Services Agreement with

Blanton & Associates, Inc. for

No-Cost Time Extension

ATTACHMENT D-2

SUPPLEMENTAL WORK AUTHORIZATION NO. __1__
TO WORK AUTHORIZATION NO. __2__
FOR ENVIRONMENTAL CONSULTING SERVICES

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

The following terms and conditions of Work Authorization No. __2__ are hereby amended as follows:

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on August 31, 2022, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. __2__ not hereby amended are to remain in full force and effect.

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

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-15

APPROVAL OF SUPPLEMENTAL AGREEMENT 1 WORK AUTHORIZATION 6 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BLANTON & ASSOCIATES, INC. FOR A NO-COST TIME EXTENSION

THIS RESOLUTION is adopted this 25th day of May 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County, including the International Bridge Trade Connector project (the "IBTC");

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Authority approved Resolution 2020-30 Contract Amendment Number 6 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by $66,168.15 for due Work Authorization Number 7; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-15 Supplemental Agreement 1 Work Authorization Number 6 to the Professional Service Agreement with Blanton & Associates, Inc. for a no-cost time extension.

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 Supplemental 1 Work Authorization Number 6 to the Professional Service Agreement with Blanton & Associates, Inc. for a no-cost time, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Supplemental 1 Work Authorization Number 6 to the Professional Services Agreement for the 365 Tollway Project hereby approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 25th day of May 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Supplemental Agreement 1 Work Authorization Number 6

to the Professional Services Agreement with

Blanton & Associates, Inc. for

No-Cost Time Extension

ATTACHMENT D-2

SUPPLEMENTAL WORK AUTHORIZATION NO. __1__
TO WORK AUTHORIZATION NO. __6__
FOR ENVIRONMENTAL CONSULTING SERVICES

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

The following terms and conditions of Work Authorization No. __6__ are hereby amended as follows:

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on August 31, 2022, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

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. __6__ not hereby amended are to remain in full force and effect.

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

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-16

APPROVAL OF SUPPLEMENTAL AGREEMENT 2 TO WORK AUTHORIZATION 19 TO THE PROFESSIONAL SERVICES AGREEMENT WITH SAMES INC. FOR 365 TOLL/HCID2 PARCEL UPDATES

THIS RESOLUTION is adopted this 25th day of May 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, creating the Technical Committee, comprised of senior level engineers and professionals from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04 authorizing the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on October 16, 2013 the Authority approved Resolution 2013-41 authorizing the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bride Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, on November 20, 2014, the Authority approved Resolution 2013- 53 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms (Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services) to establish a surveying pool for the project; and

WHEREAS, on June 18, 2014, the Authority approved Resolution 2014-53 awarding professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, on February 23, 2016, the Authority approved Resolution 2016- 24 Work Authorization 1 to the Professional Service Agreement with SAMES, Inc. to provide revised survey for the SH 365 Segment 1 & 2 Parcel 16 in the amount of $2,935.00; and

WHEREAS, on March 22, 2016, the Authority approved Resolution 2016-44 Work Authorization 2 to the Professional Service Agreement with SAMES, Inc. to provide revised parcels 13P1, 13P2, 22, 26, 31, 39 and Salinas parcel for State Highway 365 Project in the amount of $13,567.50 for a revised amount of $16,502.50 for Work Authorizations 1 and 2. The maximum payable amount remains at $25,000; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-58 for Work Authorization 3 to the professional service agreement with SAMES Engineering to provide modifications to Parcel(s) 5 Part 5-AQ and 5- Part 5-R; 7 and 15 for State Highway 365 in the amount of $13,085.00; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-59 for Contract Amendment 1 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 3 in the amount of $4,587.50; and

WHEREAS, on May 26, 2016, the Authority approved Resolution 2016-79 Work Authorization 4 to the professional service agreement with SAMES Engineering to provide Parcels 5B, 36B and 80 for State Highway 365 in the amount of $5,085.00 whereas only $4,060.00 were expended; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-81 Work Authorization 5 to the professional service agreement with SAMES Engineering to provide parcels 107-A, 13P2, 102, 20, 108, 110, 111, 112 and 113 for the 365 Tollway Project in the amount of $22,325.00; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-82 Contract Amendment 2 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 4 & 5 in the amount of $26,385.00 for a revised increase of a maximum payable amount of $55,972.50; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-97 for Work Authorization 3 Supplemental 1 to the professional service agreement with SAMES Engineering for a no-cost time extension for parcel revision to the 365 Tollway Project; and

WHEREAS, on July 26, 2016 the Authority approved Resolution 2016-98 for Work Authorization 6 to the professional service agreement with SAMES Engineering to provide parcels 7, 7B, and 9P2 for Segment 2 of the 365 Tollway Project in the amount of $4,080.00; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-99 for Contract Amendment 3 to the professional service agreement with SAMES Engineering for Work Authorization 6 in the amount of $4,080.00 for a revised increase of a maximum payable amount of $60,052.50; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-105 for Work Authorization 7 to the professional service agreement with SAMES Engineering to provide right of way staking for Veterans Road and Hi-Line Road for utility relocations in the amount of $5,650.00; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-106 for Contract Amendment 4 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 7 in the amount of $5,650.00 for a revised increase a maximum payable amount of $65,720.50; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-112 Work Authorization 8 to the professional service agreement with SAMES Engineering to provide revisions to parcel 49 P1 in the amount of $1,625.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-113 Work Authorization 9 to the professional service agreement with SAMES Engineering to provide construction monuments for the 365 Tollway Project in the amount of $26,365.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-114 Contract Amendment 5 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 8 & 9 in the amount of $27,990.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-123 Work Authorization 10 to the professional service agreement with SAMES Engineering to provide parcel sketches for corner clips at Steward Road & US 281/Military Highway as part of the Overpass/BSIF Connector for 365 Tollway Project in the amount of $1,270.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-124 Contract Amendment 6 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 10 in the amount of $1,270.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-125 Work Authorization 11 to the professional service agreement with SAMES Engineering to provide surveys for parcels 21, 22, 22C Lateral D and Pawlik tract as part of the 365 Tollway Project in the amount of $12,030.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-126 Contract Amendment Number 7 to the Professional Service Agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 11 as part of the 365 Tollway Project in the amount of $12,030.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-02 Work Authorization 12 to the professional service agreement with SAMES Engineering to update surveys 22D and 108 as part of the 365 Tollway Project in the amount of $1,840.00;and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-05 Work Authorization 13 to the professional service agreement with SAMES Engineering to update survey 20 and provide surveys for parcels OD2 & OD3 as part of the 365 Tollway Project in the amount of $9,715.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-03 Contact Amendment 8 to the professional services agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 12 & 13 as part of the 365 Tollway Project in the amount of $11,555.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-14 Work Authorization 14 to the professional service agreement with SAMES Engineering to provide parcel sketches for offsite drainage outfall parcels for the 365 Tollway Project in the amount of $83,030.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-15 Work Authorization 15 to the professional service agreement with SAMES Engineering to provide subsurface utility engineering for utility relocation as part of the 365 Tollway Project in the amount of $44,948.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-16 Contract Amendment 9 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Numbers 14 and 15 in the amount of $127,978.00; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-36 Supplemental Number 2 to Work Authorization Number 3 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide surveys for Parcels 5, 5P and 15; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-37 Supplemental Number 1 to Work Authorization Number 9 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide construction control monuments; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-38 to Work Authorization Number 16 to the professional service agreement with SAMES Engineering to provide a survey for parel 36A as part of the 365 Tollway Projet in the amount of $3,230.00; and

WHEREAS, on March 28, 2017 the Authority approved Resolution 2017-39 Contract Amendment 10 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 16 in the amount of $3,230.00; and

WHEREAS, on August 29, 2017 the Authority approved Resolution 2017-74 Approval of Work Authorization 15 – Supplemental 1 to the professional services agreement with SAMES Engineering for additional Subsurface Utility Engineering for the 365 Tollway Project in the amount of $20,926.00; and

WHEREAS, on August 22, 2017 the Authority approved Resolution 2017-75 Contract Amendment 11 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 15 – Supplemental 1 in the amount of $20,926.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-12 – Approval of Work Authorization 3 - Supplemental 3 to the Professional Services Agreement with SAMES Inc. for a no cost-extension to invoice 100% of Parcel 5P5, HVI acquisition; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-13 – Approval of Work Authorization 14 - Supplemental 1 to the Professional Services Agreement with SAMES Inc. for a no cost-extension for the outfall development; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-14 – Approval of Work Authorization 17 with SAMES Inc. for the HCID2 parcel adjacent to Parcel 65P9 near Hi Line Road in the amount of $2,080.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-15 – Contract Amendment 12 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 15 – Supplemental 1 in the amount of $20,926.00;

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-37 Contract Amendment 13 to the professional services agreement with SAMES Engineering for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-56 Work Authorization 14 Supplemental 2 to the professional services agreement with SAMES Engineering for off-site outfalls/irrigation parcels for the 365 Tollway Project in the amount of $4,370.00;

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-57 Contract Amendment 14 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 14 – Supplemental 2 in the amount of $4,370.00; and

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-04 Work Authorization 18 to the professional services agreement with SAMES Engineering for I-Road parcels for the 365 Tollway Project in the amount of $6,350.00; and

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-05 Contract Amendment 15 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 18 in the amount of $6,350.00; and

WHEREAS, on March 23, 2021 the Authority approved Resolution 2021-06 Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of $1,180.00; and

WHEREAS, on March 23, 2021 the Authority approved Resolution 2021-07 Contract Amendment 16 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 19 in the amount of $1,180.00; and

WHEREAS, on April 27, 2021 the Authority approve Resolution 2021-11 Supplemental Agreement 1 to Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of $2,330.00; and

WHEREAS, on April 27, 2021 the Authority approved Resolution 2021-12 Contract Amendment 17 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 1 to Work Authorization 19 in the amount of $2,330.00; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-16 Supplemental Agreement 2 to Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of $3,180.00.

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

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

Section 2. The Board hereby approves Resolution 2021-16 for Supplemental Agreement 2 to Work Authorization 19 to the professional service agreement with SAMES Engineering to increase in the amount of $3,180.00; hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Supplemental Agreement 2 to Work Authorization 19 to the Professional Services Agreement for Surveying Services with SAMES Engineering as approved.

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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 25th day of May 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Supplemental Agreement 2 to
Work Authorization # 19
to
Professional Service Agreement with
SAMES, Inc.
for
Surveying Services

ATTACHMENT D-2

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO WORK AUTHORIZATION NO. 19
AGREEMENT FOR SURVEYING SERVICES

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

The following terms and conditions of Work Authorization No. 19 are hereby amended as follows:

Part I: Supplemental Work Authorization Scope of Services to be provided by the Engineer and amended as noted within the attached Exhibit B. Exhibit C is provided to show the work plan for the execution of the Supplemental Work Authorization scope contained herein.

Part II: The maximum amount payable under Part II of Work Authorization No. 19 is increased by $3,180.00 as shown in Exhibit D bringing the revised maximum amount payable under Work Authorization No. 19 to $6,690.00.

Part IV: Work Authorization No. 19 shall now terminate on December 31, 2021 and a revised Work Schedule will be supplied to document the revised date of work activity.

Exhibit H-2: Subprovider Monitoring System Commitment Agreement is amended as noted in Exhibit H-2

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

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Samuel Maldonado, P.E., RPLS	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
Principal	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

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

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

7.0 Right of Way Mapping and Parcel Tract Platting

Preparation of maps, plats, legal descriptions and all documents for the Final ROW Acquisition and monumenting of final Right of Way and Parcels.

Definitions and Concepts for use in this context and derived from the TxDOT and HCRMA Survey Manuals.

Parent Tracts are defined by contiguous ownership, i.e.:

… any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership.

… any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership and not divided by a public way, separate ownership or platted as a subdivision.

… any tract of land comprised of contiguous lots in a platted subdivision under a single ownership.

Parcels are defined and created by ownership and unity of use and are the actual real properties, or tracts, to be acquired by the HCRMA, whether through purchase, donation, or exchange.

… If a Parent Tract of contiguous properties has a unity of use, then two or more properties may be combined into one parcel.

… If a Parent Tract of contiguous properties does not have unity of use, then each property is a separate parcel.

… If a Parent Tract has different and discrete land use areas, then each land use area must be partitioned into separate parcels with a unique number. A Parcel, therefore, does not necessarily have a one-to-one correspondence to the property lines of the parent tract.

… if a Parent Tract is divided or severed by public ways or by separate ownership and does NOT have common underlying ownership then each property must be partitioned into separate parcels with a unique number.

… if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership but does NOT have unity of use then each property must be partitioned into separate parcels with a unique number.

… if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership and DOES have unity of use then each property may be partitioned into ONE Parcel and sub-partitioned into separate PARTS.

Limits for this service:

Development of HCID2 P1, P2, and P3 needed for full delineation of Parcel ID2

7.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
HCRMA	Sames, Inc.	7.1.1	Contact and Coordinate with HCRMA for… • FINAL and APPROVED ROW FOOTPRINT prepared by HCRMA Design Engineers. (See Attachment C.4 – Detailed Scope of Services for Boundary Survey). • Any other information or data completed on the project to this point, i.e., final approved schematic, Planimetric Map of Project in MicroStation compatible format, Horizontal and Vertical projection, grid system and datum upon where the survey should be based and all other data the HCRMA has on hand.
HCRMA	Sames, Inc.	7.1.2	Deliver "Abstracts of Title" or "Title Reports" of Parent Tracts prepared by Title Co.
HCRMA	Sames, Inc.	7.1.3	Deliver HCRMA survey monument caps (if applicable)
HCRMA	Sames, Inc.	7.1.4	Review of the HCRMA Survey Manuel and Right of Way requirements and discuss… • Parcel creation and numbering Requirements. The methodology of numbering ROW parcels must be correct and consistent to avoid problems in the appraisal process or with record maintenance through the ROW information system. Communicate regularly with the HCRMA for uniformity of Parcel creation methodology. • ROW MAP Requirements. • Parcel Plats and Parcel Descriptions Requirements.

7.2 Field Work Tasks.

To be provided by:			
	Sames, Inc.	7.2.1	Monument the final project ROW lines… • Set a 5/8" diameter x 24" long rebar, capped with an "HCRMA ROW" aluminum disk along the ROW lines at all corners, angle points, and points of curvature and tangency.
	Sames, Inc.	7.2.2	Monument Parcel corners… • Set 5/8" diameter x 18" long rebar, capped with an "HCRMA ROW" aluminum disk along ROW lines • Set 1/2'' diameter x 18" long rebar, capped with an appropriate cap bearing identification of the sub consultant Surveyor on interior corners (corners inside the taking)
	Sames, Inc.	7.2.3	Verify that all planimetric features of existing topo and planimetrics within the staked parcel are current. • Exercise special care in observing both structure and aerial encroachments such as overhead electric and telephone lines with cross-arms.

7.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	Sames, Inc.	7.3.1	Analyze, define and create final Parcels and Parcel numbering plan. • See Parcel creation definition above.		
	Sames, Inc.	7.3.2	Update existing Planimetric map with any new or missing features or encroachments.		
	Sames, Inc.	7.3.3	Prepare and Create ROW MAP including… • Title Sheet • Parcel Index Sheet • Control Sheet o (BMs set as per Attachment C.8 – Detailed scope of Service for Construction Staking will be the control on this sheet) • Plan Sheets		
	Sames, Inc.	7.3.4	Prepare and create PARCEL PLATS and DESCRIPTIONS Prepare survey plats and metes and bounds descriptions as per HCRMA requirements for each Acquisition Parcel.		

EXHIBIT C
WORK SCHEDULE

SAMES, Inc.

Supplemental Agreement 2 to Work Authorization No. 19

HCRMA

Task Description	Start Date	End Date	Duration	2021 JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
Parcel ID2 Development	**26-May-21**	**24-Jun-21**	**1.0 Month(s)**						→				
Coordination, Admin, Research and Abstracting	**26-May-21**	**24-Jun-21**	**1.0 Month(s)**						→				
Field Work	**26-May-21**	**24-Jun-21**	**1.0 Month(s)**						→				
Office Work / Delivery Preparation	**26-May-21**	**24-Jun-21**	**1.0 Month(s)**						→				

Prime: SAMES, Inc.
Survey Services for the HCRMA
Supplemental Agreement 2 to Work Authorization No. 19
Schedule Duration: 1.0 Months

EXHIBIT D - Fee Schedule
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Supplemental Agreement 2 to Work Authorization No. 19
HCID2 P1, P2, and P3 Parcels
LIMITS: From the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493 (As-Assigned by the HCRMA)

SURVEY SERVICES DESCRIPTION	Principal / Sr. Manager / Senior survey Manager	Project Surveyor (RPLS)	Senior Survey Tech / SIT	Survey Technician	CADD Operator	Clerical / Admin.	Abstractor	1-Person Survey Crew	2-Person Survey Crew	3-Person Survey Crew	4-Person Survey Crew	Total Labor Hrs.	Remarks	Task Cost
PARCEL PREPARATION:														
Parcel HCID2_P1:														
Coordination, Admin, Research and Abstracting	1					0.5						3		$ 225.00
Field Work									2			4		$ 260.00
Office Work / Delivery Preparation		1.0		5		1						4		$ 575.00
Parcel HCID2_P2:														
Coordination, Admin, Research and Abstracting	1					0.5						3		$ 225.00
Field Work									2			4		$ 260.00
Office Work / Delivery Preparation		1.0		5		1						4		$ 575.00
Parcel HCID2_P3:														
Coordination, Admin, Research and Abstracting	1					0.5						3		$ 225.00
Field Work									2			4		$ 260.00
Office Work / Delivery Preparation		1.0		5		1						4		$ 575.00
Subtotal	**3**	**3**	**0**	**15**	**0**	**4.5**	**0**	**0**	**6**	**0**	**0**	**32**		**$ 3,180.00**
Total Manhours by Classification	**2**	**2**	**0**	**8**	**0**	**2**	**0**	**0**	**3**	**0**	**0**	**16**		
Contract Hourly Rate by Classification	$ 200.00	$ 150.00	$ 105.00	$ 75.00	$ 65.00	$ 50.00	$ 65.00	$ 80.00	$ 130.00	$ 168.00	$ 198.00			
Total Fee by Classification	$ 300.00	$ 225.00	$ -	$ 562.50	$ -	$ 112.50	$ -	$ -	$ 390.00			$ 1,590.00		
													CHECK (MHRs):	
% Utilization by Over 6 months	**0.14%**	**0.14%**	**0.00%**	**0.72%**	**0.00%**	**0.22%**	**0.00%**	**0.00%**	**0.29%**				**16**	
% of Total Labor Hours	**9.52%**	**9.52%**	**0.00%**	**47.62%**	**0.00%**	**14.29%**	**0.00%**	**0.00%**	**19.05%**			**100.00%**	**CHECK (LABOR):**	
% of Total Labor Cost	**18.87%**	**14.15%**	**0.00%**	**35.38%**	**0.00%**	**7.08%**	**0.00%**	**0.00%**	**24.53%**			**100.00%**	**$ 1,590.00**	
TOTAL DIRECT LABOR COST														**$ 3,180.00**

DIRECT EXPENSES	Rate	Unit	Amount	Total									
Mileage	$ 0.56	Mile	0	$ -									**$ -**
Photocopies	$ 0.10	Sheet	0	$ -									**$ -**
Blueline/Blackline Prints	$ 2.00	Sheet	0	$ -									**$ -**
Deed/Copies	$ 1.00	Sheet	0	$ -									**$ -**
Certified Deed Copies	$ 2.00	Sheet	0	$ -									**$ -**
Mylar (11x17)	$ 3.00	Sheet	0	$ -									**$ -**
Mylar (22x34)	$ 6.00	Sheet	0	$ -									**$ -**
TOTAL DIRECT EXPENSES				$ -									**$ -**

SPECIAL SERVICES FEE (SUBCONSULTANTS)		**DBE Participation 0.00%**
Name	**Task(s) Summary**	
TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)		**$ -**
GRAND TOTAL		**$ 3,180.00**

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: _____ Assigned Goal: 0.0% Prime Provider SAMES, Inc.

Work Authorization (WA)#: 19 WA Amount: **$1,180.00** Date: _____
Supplemental Work Authorization (SWA) #: 2 to WA #: 19 SWA Amount: $3,180.00
Revised WA Amount: $6,690.00

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Survey	**$3,180.00**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

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

Provider Name: SAMES, Inc. **Address: 200 S 10th Street, Suite 1607, McAllen, Texas 78501** **VID Number: 12629412888** **PH: (956) 702-8880; FX: (956) 702 -8883** **Email: sam@samengineering-surveying.com**	**Name:** Samuel Maldonado ***(Please Print)*** **Title:** Principal **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH: (XXX) XXX-XXXX; FX: (XXX) XXX-XXXX** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH: FX:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-17

APPROVAL OF CONTRACT AMENDMENT 18 TO THE PROFESSIONAL SERVICE AGREEMENT WITH SAMES, INC. TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR SUPPLEMENTAL AGREEMENT 2 TO WORK AUTHORIZATION NUMBER 19

THIS RESOLUTION is adopted this 25th day of May 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, creating the Technical Committee, comprised of senior level engineers and professionals from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04 authorizing the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on October 16, 2013 the Authority approved Resolution 2013-41 authorizing the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bride Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, on November 20, 2014, the Authority approved Resolution 2013- 53 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms (Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services) to establish a surveying pool for the project; and

WHEREAS, on June 18, 2014, the Authority approved Resolution 2014-53 awarding professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, on February 23, 2016, the Authority approved Resolution 2016- 24 Work Authorization 1 to the Professional Service Agreement with SAMES, Inc. to provide revised survey for the SH 365 Segment 1 & 2 Parcel 16 in the amount of $2,935.00; and

WHEREAS, on March 22, 2016, the Authority approved Resolution 2016-44 Work Authorization 2 to the Professional Service Agreement with SAMES, Inc. to provide revised parcels 13P1, 13P2, 22, 26, 31, 39 and Salinas parcel for State Highway 365 Project in the amount of $13,567.50 for a revised amount of $16,502.50 for Work Authorizations 1 and 2. The maximum payable amount remains at $25,000; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-58 for Work Authorization 3 to the professional service agreement with SAMES Engineering to provide modifications to Parcel(s) 5 Part 5-AQ and 5- Part 5-R; 7 and 15 for State Highway 365 in the amount of $13,085.00; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-59 for Contract Amendment 1 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 3 in the amount of $4,587.50; and

WHEREAS, on May 26, 2016, the Authority approved Resolution 2016-79 Work Authorization 4 to the professional service agreement with SAMES Engineering to provide Parcels 5B, 36B and 80 for State Highway 365 in the amount of $5,085.00 whereas only $4,060.00 were expended; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-81 Work Authorization 5 to the professional service agreement with SAMES Engineering to provide parcels 107-A, 13P2, 102, 20, 108, 110, 111, 112 and 113 for the 365 Tollway Project in the amount of $22,325.00; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-82 Contract Amendment 2 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 4 & 5 in the amount of $26,385.00 for a revised increase of a maximum payable amount of $55,972.50; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-97 for Work Authorization 3 Supplemental 1 to the professional service agreement with SAMES Engineering for a no-cost time extension for parcel revision to the 365 Tollway Project; and

WHEREAS, on July 26, 2016 the Authority approved Resolution 2016-98 for Work Authorization 6 to the professional service agreement with SAMES Engineering to provide parcels 7, 7B, and 9P2 for Segment 2 of the 365 Tollway Project in the amount of $4,080.00; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-99 for Contract Amendment 3 to the professional service agreement with SAMES Engineering for Work Authorization 6 in the amount of $4,080.00 for a revised increase of a maximum payable amount of $60,052.50; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-105 for Work Authorization 7 to the professional service agreement with SAMES Engineering to provide right of way staking for Veterans Road and Hi-Line Road for utility relocations in the amount of $5,650.00; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-106 for Contract Amendment 4 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 7 in the amount of $5,650.00 for a revised increase a maximum payable amount of $65,720.50; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-112 Work Authorization 8 to the professional service agreement with SAMES Engineering to provide revisions to parcel 49 P1 in the amount of $1,625.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-113 Work Authorization 9 to the professional service agreement with SAMES Engineering to provide construction monuments for the 365 Tollway Project in the amount of $26,365.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-114 Contract Amendment 5 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 8 & 9 in the amount of $27,990.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-123 Work Authorization 10 to the professional service agreement with SAMES Engineering to provide parcel sketches for corner clips at Steward Road & US 281/Military Highway as part of the Overpass/BSIF Connector for 365 Tollway Project in the amount of $1,270.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-124 Contract Amendment 6 to the professional service agreement with SAMES Engineering to to increase the maximum payable amount for Work Authorization Number 10 in the amount of $1,270.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-125 Work Authorization 11 to the professional service agreement with SAMES Engineering to provide surveys for parcels 21, 22, 22C Lateral D and Pawlik tract as part of the 365 Tollway Project in the amount of $12,030.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-126 Contract Amendment Number 7 to the Professional Service Agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 11 as part of the 365 Tollway Project in the amount of $12,030.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-02 Work Authorization 12 to the professional service agreement with SAMES Engineering to update surveys 22D and 108 as part of the 365 Tollway Project in the amount of $1,840.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-05 Work Authorization 13 to the professional service agreement with SAMES Engineering to update survey 20 and provide surveys for parcels OD2 & OD3 as part of the 365 Tollway Project in the amount of $9,715.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-03 Contact Amendment 8 to the professional services agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 12 & 13 as part of the 365 Tollway Project in the amount of $11,555.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-14 Work Authorization 14 to the professional service agreement with SAMES Engineering to provide parcel sketches for offsite drainage outfall parcels for the 365 Tollway Project in the amount of $83,030.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-15 Work Authorization 15 to the professional service agreement with SAMES Engineering to provide subsurface utility engineering for utility relocation as part of the 365 Tollway Project in the amount of $44,948.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-16 Contract Amendment 9 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Numbers 14 and 15 in the amount of $127,978.00; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-36 Supplemental Number 2 to Work Authorization Number 3 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide surveys for Parcels 5, 5P and 15; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-37 Supplemental Number 1 to Work Authorization Number 9 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide construction control monuments; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-38 to Work Authorization Number 16 to the professional service agreement with SAMES Engineering to provide a survey for parel 36A as part of the 365 Tollway Projet in the amount of $3,230.00; and

WHEREAS, on March 28, 2017 the Authority approved Resolution 2017-39 Contract Amendment 10 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 16 in the amount of $3,230.00; and

WHEREAS, on August 29, 2017 the Authority approved Resolution 2017-74 Approval of Work Authorization 15 – Supplemental 1 to the professional services agreement with SAMES Engineering for additional Subsurface Utility Engineering for the 365 Tollway Project in the amount of $20,926.00; and

WHEREAS, on August 22, 2017 the Authority approved Resolution 2017-75 Contract Amendment 11 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 15 – Supplemental 1 in the amount of $20,926.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-12 Approval of Work Authorization 3 - Supplemental 3 to the Professional Services Agreement with SAMES Inc. for a no cost-extension to invoice 100% of Parcel 5P5, HVI acquisition; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-13 Approval of Work Authorization 14 - Supplemental 1 to the Professional Services Agreement with SAMES Inc. for a no cost-extension for the outfall development; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-14 Approval of Work Authorization 17 with SAMES Inc. for the HCID2 parcel adjacent to Parcel 65P9 near Hi Line Road in the amount of $2,080.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-15 Contract Amendment 12 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 17 in the amount of $2,080.00; and

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-37 Contract Amendment 13 to the professional services agreement with SAMES Engineering for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-56 Work Authorization 14 Supplemental 2 to the professional services agreement with SAMES Engineering for Off-Site Outfalls/Irrigation Parcels for the 365 Toll Project in the amount of $4,370.00; and

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-57 Contract Amendment 14 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 14 – Supplemental 2 in the amount of $4,370.00; and

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-04 Work Authorization 18 to the professional services agreement with SAMES Engineering for I-Road parcels for the 365 Tollway Project in the amount of $6,350.00; and

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-05 Contract Amendment 15 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 18 in the amount of $6,350.00; and

WHEREAS, on March 23, 2021 the Authority approved Resolution 2021-06 Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of $1,180.00; and

WHEREAS, on March 23, 2021 the Authority approved Resolution 2021-07 Contract Amendment 16 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 19 in the amount of $1,180.00; and

WHEREAS, on April 27, 2021 the Authority approve Resolution 2021-11 Supplemental Agreement 1 to Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of $2,330.00; and

WHEREAS, on April 27, 2021 the Authority approved Resolution 2021-12 Contract Amendment 17 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 1 to Work Authorization 19 in the amount of $2,330.00; and

WHEREAS, the authority finds it necessary to approve Resolution 2021-17 Contract Amendment 18 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 2 to Work Authorization 19 in the amount of $3,180.00.

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

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

Section 2. The Board hereby approves Resolution 2021-17 to the professional service agreement with SAMES Engineering to increase in maximum amount payable for Supplemental Agreement 2 to Work Authorization 19 in the amount of $3,180.00 for a revised maximum payable amount of $290,171.50; hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Contract Amendment 18 to the Professional Services Agreement for Surveying Services with SAMES Engineering as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 25th day of May 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Contract Amendment # 18

to

Professional Service Agreement with

SAMES, Inc.

for

Surveying Services

CONTRACT AMENDMENT NO. 18
TO PROFESSIONAL SERVICES
AGREEMENT FOR SURVEYING SERVICES

THIS CONTRACT AMENDMENT NO 18 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Article III Compensation and Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Surveying Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and SAMES, Inc. (the Surveyor).

The following terms and conditions of the Agreement are hereby amended as follows:

Article III Compensation
Article III Compensation shall be amended to increase the amount payable under this contract from $286,991.50 to $290,171.50 for a total increase of $3,180.00 due to additional scope and effort outlined in Supplemental Agreement 2 to Work Authorization No. 19.

This Contract Amendment No. 18 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

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

THE SURVEYOR	**THE AUTHORITY**
(Signature)	(Signature)
Samuel D. Maldonado, PE, RPLS	Pilar Rodriguez, P.E.
Principal	Executive Director
(Title)	(Title)
(Date)	**(Date)**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2021-18

APPROVAL OF THE FIRST AMENDMENT TO THE PROJECT DEVELOPMENT, OPERATION, AND MAINTENANCE AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE HIDALGO COUNTY REGIONAL MOBILTY AUTHORITY FOR 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 22nd day of June, 2021 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 Commission determined that the Authority would benefit the State by constructing needed roadway projects as identified by the County, including the approximately 104-mile Hidalgo County Loop (the "Loop System") and the US 83 La Joya Relief Route; and

WHEREAS, the Authority has identified an independent project suitable for initial development under the Loop System: State Highway 365 from FM 396/Anzalduas Highway to US 281/Military Highway and the US 281/Military Highway Overpass at San Juan Road, including the reconstruction and widening of US 281/Military Highway from 0.45 mile east of SP 600 to FM 2557/Stewart Road, with a new grade separated interchange at SH 365/US 281 Intersection; and

WHEREAS, Section 228.011, Texas Transportation Code, provides for local toll project entities, including the Authority, to develop toll projects and Sections 201.103 and 222.052 of the Code establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, on April 29, 2010, by Minute Order 112250, the Texas Transportation Commission designated the Project and on July 27, 2010, by Resolution 2010-17, the Authority asserted its option to develop the Project; and

WHEREAS, by Minute Order 112391, the Commission, and by Resolution Number 2010-55, the Authority entered into that certain agreement for pass-through financing for the Project, pursuant to the provisions of Section 222.104 of the Texas Transportation Code; and

WHEREAS, by Resolution 2014-88, the Authority revised its strategic plan with regard to the Project, changing the boundaries of the Project as well as the proposed funding plan;

WHEREAS, by Minute Order 11320, the Commission canceled the pass-through funding agreement for the Project in order to restructure the designated scope of and funding for the Project to reflect revisions to the Authority's strategic plan;

WHEREAS, by Resolution 2015-01, the Authority approved the Project Development, Operation, and Maintenance Agreement between the Texas Department of Transportation and the Hidalgo County Regional Mobility Authority for the State Highway 365 project; and

WHEREAS, the Board finds it to be in the best interest of the Authority and Hidalgo County to enter into a revised Project Development Agreement for the 365 Tollway Project.

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

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

Section 2. The Board hereby approves the First Amendment to the Project Development, Operation and Maintenance Agreement between the Texas Department of Transportation and the Hidalgo County Regional Mobility Authority for the 365 Tollway Project, attached hereto in substantially final form as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the First Amendment to the Project Development, Operation and Maintenance Agreement.

*****

EXHIBIT A

FIRST AMENDMENT TO THE PROJECT DEVELOPMENT, OPERATION AND MAINTENANCE AGREEMENT FOR THE 365 TOLLWAY PROJECT

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 22nd day of June 2021, at which meeting a quorum was present.

Forrest Runnels, Vice Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

FIRST AMENDMENT TO
PROJECT DEVELOPMENT, OPERATION,
AND MAINTENANCE AGREEMENT

365 TOLLWAY

TEXAS DEPARTMENT OF TRANSPORTATION

AND

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

JUNE 22, 2021

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FIRST AMENDMENT TO
365 TOLLWAY
PROJECT DEVELOPMENT, OPERATION,
AND MAINTENANCE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

THIS FIRST AMENDMENT TO THE 365 TOLLWAY PROJECT DEVELOPMENT, OPERATION, AND MAINTENANCE AGREEMENT (the "Amendment"), by and between the **TEXAS DEPARTMENT OF TRANSPORTATION** ("TxDOT"), an agency of the State of Texas, as authorized by the Texas Transportation Commission (the "Commission"), and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** (the "Authority"), a regional mobility authority and political subdivision of the State of Texas, as authorized by its governing body (the "Board"), is effective on the date on which this Amendment has been fully executed and delivered by all parties.

W I T N E S S E T H

I. RECITALS

The following recitals are part of this Amendment:

1. TxDOT and the Authority have previously executed the 365 Tollway Project Development, Operation, and Maintenance Agreement (the "Agreement"), effective as of October 18, 2016;

2. The Agreement addressed the design, construction, operation and maintenance of the Project, which was described in the Agreement as "Segments 1 and 2 of SH 365 (SH 365 as designated in Minute Order 112250 and as amended by Minute Order 113199), from FM 396 (Anzalduas Highway) eastward to FM 3072, approximately 0.9 miles west of FM 2557, and then southward to US 281 (Military Highway), a distance of approximately 13.38 miles";

3. Since the execution of the Agreement, the parties thereto have determined that the length of the Project is 12.2 miles, not 13.38 miles as stated in the Agreement;

4. For the purpose of this Amendment and the Agreement, "Project" shall mean Segments 1 and 2 of SH 365 (SH 365 as designated in Minute Order 112250 and as amended by Minute Order 113199), from FM 396 (Anzalduas Highway) eastward to FM 3072, approximately 0.9 miles west of FM 2557, and then southward to US 281 (Military Highway), a distance of approximately 12.2 miles;

5. In Section VI.1. of the Agreement, the Parties agreed that the PTT Agreement would be terminated by the Parties upon execution of the Financial Assistance Agreement; however, the PTT Agreement was not terminated at that time;

6. In Minute Order 114625 dated June 30, 2016, the Commission, pursuant to § 370.187 of the RMA Act and § 26.31 of the RMA Rules, approved the Project;

7. In Board Resolution No. 2020-21, adopted on August 25, 2020, the Authority reasserted the exercise of its option to develop the Project pursuant to Texas Transportation Code § 373.052;

8. Since the execution of the Agreement, the timing for the development of the Project has changed, and as a consequence, the parties desire to amend the Agreement;

9. Section 17 of the Agreement permits the amendment thereof through a written amendment executed by both TxDOT and the Authority; and

10. The Authority has approved entering into this Amendment by Resolution _2021-18_ dated _June 22, 2021__, which is attached to and made part of this Amendment as Exhibit A.

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and promises of the parties as described in this Amendment, TxDOT and the Authority agree as follows:

II. EFFECTIVE DATE OF AMENDMENT

This Amendment shall be effective on the first date on which this Amendment has been fully executed and delivered by all parties.

III. DEFINITIONS

The definitions of terms provided in the Agreement shall apply to the use of those same terms in this Amendment, unless that definition is changed in this Amendment, in which case, the amended definition shall apply to both this Amendment and to the Agreement.

IV. AMENDMENTS TO THE AGREEMENT

1. Section IV.1. of the Agreement is replaced in its entirety with the following:

1. **Primacy**. Pursuant to § 373.055 of the Texas Transportation Code, the parties agree to alter the deadline provided under § 373.052(c)(1) of the Transportation Code by which the Authority must advertise for the initial procurement of required services including, at a minimum, design services. The parties agree to extend that deadline to the later of (i) December 31, 2016, or (ii) 360 days after the date on which all environmental approvals necessary for the development of the Project were secured and all legal challenges to development are concluded. The parties also agree to alter the deadline provided under § 373.052(c)(2) of the Transportation Code by which the Authority must enter into

a contract for the construction of the Project, and agree that the deadline shall be May 1, 2022.

2. Section IV.7.c. of the Agreement is replaced in its entirety with the following:

> c. **Preliminary Plan Review**. The Authority has submitted and TxDOT has approved the design package for Design Work at thirty percent, sixty percent, and ninety percent, complete. Subsequent to those approvals, the Authority submitted to the TxDOT Chief Engineer the final Plans, Specifications, & Estimate for the Project, which the TxDOT Chief Engineer approved on May 20, 2021.

3. For the purposes of the Agreement and this Amendment, "Project" is defined as set forth in the above recitals.

4. In addition to these amendments to the Agreement, the Parties agree that simultaneously with the execution of this Amendment, they will execute and deliver documents necessary to effect the termination of the PTT Agreement.

5. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, TxDOT and the Authority have executed this Amendment by four multiple counterparts on the dates shown herein below, effective on the date listed above.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY	**TEXAS DEPARTMENT OF TRANSPORTATION**
By:_____	By: _____
Pilar Rodriguez	[Name]
Executive Director	[Title]
Date:_____	Date:_____

EXHIBIT A

HCRMA RESOLUTION APPROVING THIS AMENDMENT

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-19

APPROVAL OF SUPPLEMENTAL AGREEMENT 3 TO WORK AUTHORIZATION 19 TO THE PROFESSIONAL SERVICES AGREEMENT WITH SAMES INC. FOR RE-ISSUING HCDD #1 OUTFALL PARCELS

THIS RESOLUTION is adopted this 22nd day of June 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, creating the Technical Committee, comprised of senior level engineers and professionals from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04 authorizing the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on October 16, 2013 the Authority approved Resolution 2013-41 authorizing the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bride Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, on November 20, 2014, the Authority approved Resolution 2013- 53 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms (Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services) to establish a surveying pool for the project; and

WHEREAS, on June 18, 2014, the Authority approved Resolution 2014-53 awarding professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, on February 23, 2016, the Authority approved Resolution 2016- 24 Work Authorization 1 to the Professional Service Agreement with SAMES, Inc. to provide revised survey for the SH 365 Segment 1 & 2 Parcel 16 in the amount of $2,935.00; and

WHEREAS, on March 22, 2016, the Authority approved Resolution 2016-44 Work Authorization 2 to the Professional Service Agreement with SAMES, Inc. to provide revised parcels 13P1, 13P2, 22, 26, 31, 39 and Salinas parcel for State Highway 365 Project in the amount of $13,567.50 for a revised amount of $16,502.50 for Work Authorizations 1 and 2. The maximum payable amount remains at $25,000; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-58 for Work Authorization 3 to the professional service agreement with SAMES Engineering to provide modifications to Parcel(s) 5 Part 5-AQ and 5- Part 5-R; 7 and 15 for State Highway 365 in the amount of $13,085.00; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-59 for Contract Amendment 1 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 3 in the amount of $4,587.50; and

WHEREAS, on May 26, 2016, the Authority approved Resolution 2016-79 Work Authorization 4 to the professional service agreement with SAMES Engineering to provide Parcels 5B, 36B and 80 for State Highway 365 in the amount of $5,085.00 whereas only $4,060.00 were expended; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-81 Work Authorization 5 to the professional service agreement with SAMES Engineering to provide parcels 107-A, 13P2, 102, 20, 108, 110, 111, 112 and 113 for the 365 Tollway Project in the amount of $22,325.00; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-82 Contract Amendment 2 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 4 & 5 in the amount of $26,385.00 for a revised increase of a maximum payable amount of $55,972.50; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-97 for Work Authorization 3 Supplemental 1 to the professional service agreement with SAMES Engineering for a no-cost time extension for parcel revision to the 365 Tollway Project; and

WHEREAS, on July 26, 2016 the Authority approved Resolution 2016-98 for Work Authorization 6 to the professional service agreement with SAMES Engineering to provide parcels 7, 7B, and 9P2 for Segment 2 of the 365 Tollway Project in the amount of $4,080.00; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-99 for Contract Amendment 3 to the professional service agreement with SAMES Engineering for Work Authorization 6 in the amount of $4,080.00 for a revised increase of a maximum payable amount of $60,052.50; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-105 for Work Authorization 7 to the professional service agreement with SAMES Engineering to provide right of way staking for Veterans Road and Hi-Line Road for utility relocations in the amount of $5,650.00; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-106 for Contract Amendment 4 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 7 in the amount of $5,650.00 for a revised increase a maximum payable amount of $65,720.50; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-112 Work Authorization 8 to the professional service agreement with SAMES Engineering to provide revisions to parcel 49 P1 in the amount of $1,625.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-113 Work Authorization 9 to the professional service agreement with SAMES Engineering to provide construction monuments for the 365 Tollway Project in the amount of $26,365.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-114 Contract Amendment 5 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 8 & 9 in the amount of $27,990.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-123 Work Authorization 10 to the professional service agreement with SAMES Engineering to provide parcel sketches for corner clips at Steward Road & US 281/Military Highway as part of the Overpass/BSIF Connector for 365 Tollway Project in the amount of $1,270.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-124 Contract Amendment 6 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 10 in the amount of $1,270.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-125 Work Authorization 11 to the professional service agreement with SAMES Engineering to provide surveys for parcels 21, 22, 22C Lateral D and Pawlik tract as part of the 365 Tollway Project in the amount of $12,030.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-126 Contract Amendment Number 7 to the Professional Service Agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 11 as part of the 365 Tollway Project in the amount of $12,030.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-02 Work Authorization 12 to the professional service agreement with SAMES Engineering to update surveys 22D and 108 as part of the 365 Tollway Project in the amount of $1,840.00;and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-05 Work Authorization 13 to the professional service agreement with SAMES Engineering to update survey 20 and provide surveys for parcels OD2 & OD3 as part of the 365 Tollway Project in the amount of $9,715.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-03 Contact Amendment 8 to the professional services agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 12 & 13 as part of the 365 Tollway Project in the amount of $11,555.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-14 Work Authorization 14 to the professional service agreement with SAMES Engineering to provide parcel sketches for offsite drainage outfall parcels for the 365 Tollway Project in the amount of $83,030.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-15 Work Authorization 15 to the professional service agreement with SAMES Engineering to provide subsurface utility engineering for utility relocation as part of the 365 Tollway Project in the amount of $44,948.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-16 Contract Amendment 9 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Numbers 14 and 15 in the amount of $127,978.00; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-36 Supplemental Number 2 to Work Authorization Number 3 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide surveys for Parcels 5, 5P and 15; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-37 Supplemental Number 1 to Work Authorization Number 9 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide construction control monuments; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-38 to Work Authorization Number 16 to the professional service agreement with SAMES Engineering to provide a survey for parel 36A as part of the 365 Tollway Projet in the amount of $3,230.00; and

WHEREAS, on March 28, 2017 the Authority approved Resolution 2017-39 Contract Amendment 10 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 16 in the amount of $3,230.00; and

WHEREAS, on August 29, 2017 the Authority approved Resolution 2017-74 Approval of Work Authorization 15 – Supplemental 1 to the professional services agreement with SAMES Engineering for additional Subsurface Utility Engineering for the 365 Tollway Project in the amount of $20,926.00; and

WHEREAS, on August 22, 2017 the Authority approved Resolution 2017-75 Contract Amendment 11 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 15 – Supplemental 1 in the amount of $20,926.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-12 – Approval of Work Authorization 3 - Supplemental 3 to the Professional Services Agreement with SAMES Inc. for a no cost-extension to invoice 100% of Parcel 5P5, HVI acquisition; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-13 – Approval of Work Authorization 14 - Supplemental 1 to the Professional Services Agreement with SAMES Inc. for a no cost-extension for the outfall development; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-14 – Approval of Work Authorization 17 with SAMES Inc. for the HCID2 parcel adjacent to Parcel 65P9 near Hi Line Road in the amount of $2,080.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-15 – Contract Amendment 12 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 15 – Supplemental 1 in the amount of $20,926.00;

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-37 Contract Amendment 13 to the professional services agreement with SAMES Engineering for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-56 Work Authorization 14 Supplemental 2 to the professional services agreement with SAMES Engineering for off-site outfalls/irrigation parcels for the 365 Tollway Project in the amount of $4,370.00;

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-57 Contract Amendment 14 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 14 – Supplemental 2 in the amount of $4,370.00; and

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-04 Work Authorization 18 to the professional services agreement with SAMES Engineering for I-Road parcels for the 365 Tollway Project in the amount of $6,350.00; and

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-05 Contract Amendment 15 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 18 in the amount of $6,350.00; and

WHEREAS, on March 23, 2021 the Authority approved Resolution 2021-06 Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of $1,180.00; and

WHEREAS, on March 23, 2021 the Authority approved Resolution 2021-07 Contract Amendment 16 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 19 in the amount of $1,180.00; and

WHEREAS, on April 27, 2021 the Authority approve Resolution 2021-11 Supplemental Agreement 1 to Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of $2,330.00; and

WHEREAS, on April 27, 2021 the Authority approved Resolution 2021-12 Contract Amendment 17 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 1 to Work Authorization 19 in the amount of $2,330.00; and

WHEREAS, on May 26, 2021 the Authority approved Resolution 2021-16 Supplemental Agreement 2 to Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of $3,180.00. and

WHEREAS, on May 26, 2021 the Authority approved Resolution 2021-17 Contract Amendment 18 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 2 to Work Authorization 19 in the amount of $3,180.00; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-19 Supplemental Agreement 3 to Work Authorization 19 to the professional services agreement with SAMES Engineering for re-issuing HCDD #1 Outfall parcels updates for the 365 Tollway Project in the amount of $3,595.00

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

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

Section 2. The Board hereby approves Resolution 2021-19 for Supplemental Agreement 3 to Work Authorization 19 to the professional service agreement with SAMES Engineering to increase in the amount of $3,595.00; hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Supplemental Agreement 3 to Work Authorization 19 to the Professional Services Agreement for Surveying Services with SAMES Engineering as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 22nd day of June 2021, at which meeting a quorum was present.

Forrest Runnels, Vice Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Supplemental Agreement 3 to
Work Authorization # 19
to
Professional Service Agreement with
SAMES, Inc.
for
Surveying Services

ATTACHMENT D-2

SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO WORK AUTHORIZATION NO. 19
AGREEMENT FOR SURVEYING SERVICES

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

The following terms and conditions of Work Authorization No. 19 are hereby amended as follows:

Part I: Supplemental Work Authorization Scope of Services to be provided by the Engineer and amended as noted within the attached Exhibit B. Exhibit C is provided to show the work plan for the execution of the Supplemental Work Authorization scope contained herein.

Part II: The maximum amount payable under Part II of Work Authorization No. 19 is increased by $3,595.00 as shown in Exhibit D bringing the revised maximum amount payable under Work Authorization No. 19 to $10,285.00.

Exhibit H-2: Subprovider Monitoring System Commitment Agreement is amended as noted in Exhibit H-2

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

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Samuel Maldonado, P.E., RPLS	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
Principal	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

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

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

7.0 Right of Way Mapping and Parcel Tract Platting

Preparation of maps, plats, legal descriptions and all documents for the Final ROW Acquisition and monumenting of final Right of Way and Parcels.

Definitions and Concepts for use in this context and derived from the TxDOT and HCRMA Survey Manuals.

Parent Tracts are defined by contiguous ownership, i.e.:

… any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership.

… any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership and not divided by a public way, separate ownership or platted as a subdivision.

… any tract of land comprised of contiguous lots in a platted subdivision under a single ownership.

Parcels are defined and created by ownership and unity of use and are the actual real properties, or tracts, to be acquired by the HCRMA, whether through purchase, donation, or exchange.

… If a Parent Tract of contiguous properties has a unity of use, then two or more properties may be combined into one parcel.

… If a Parent Tract of contiguous properties does not have unity of use, then each property is a separate parcel.

… If a Parent Tract has different and discrete land use areas, then each land use area must be partitioned into separate parcels with a unique number. A Parcel, therefore, does not necessarily have a one-to-one correspondence to the property lines of the parent tract.

… if a Parent Tract is divided or severed by public ways or by separate ownership and does NOT have common underlying ownership then each property must be partitioned into separate parcels with a unique number.

… if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership but does NOT have unity of use then each property must be partitioned into separate parcels with a unique number.

… if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership and DOES have unity of use then each property may be partitioned into ONE Parcel and sub-partitioned into separate PARTS.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

Limits for this service:

"Update of Ownership" Revisions to Outfall Parcels for HCDD1 Acquisition of OD-1A, OD-1B, and OD-3

7.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
HCRMA	Sames, Inc.	7.1.1	Contact and Coordinate with HCRMA for… • FINAL and APPROVED ROW FOOTPRINT prepared by HCRMA Design Engineers. (See Attachment C.4 – Detailed Scope of Services for Boundary Survey). • Any other information or data completed on the project to this point, i.e., final approved schematic, Planimetric Map of Project in MicroStation compatible format, Horizontal and Vertical projection, grid system and datum upon where the survey should be based and all other data the HCRMA has on hand.
HCRMA	Sames, Inc.	7.1.2	Deliver "Abstracts of Title" or "Title Reports" of Parent Tracts prepared by Title Co.
HCRMA	Sames, Inc.	7.1.3	Deliver HCRMA survey monument caps (if applicable)
HCRMA	Sames, Inc.	7.1.4	Review of the HCRMA Survey Manuel and Right of Way requirements and discuss… • Parcel creation and numbering Requirements. The methodology of numbering ROW parcels must be correct and consistent to avoid problems in the appraisal process or with record maintenance through the ROW information system. Communicate regularly with the HCRMA for uniformity of Parcel creation methodology. • ROW MAP Requirements. • Parcel Plats and Parcel Descriptions Requirements.

7.2 Field Work Tasks.

To be provided by:			
	Sames, Inc.	7.2.1	Monument the final project ROW lines… • Set a 5/8" diameter x 24" long rebar, capped with an "HCRMA ROW" aluminum disk along the ROW lines at all corners, angle points, and points of curvature and tangency.
	Sames, Inc.	7.2.2	Monument Parcel corners… • Set 5/8" diameter x 18" long rebar, capped with an "HCRMA ROW" aluminum disk along ROW lines • Set 1/2'' diameter x 18" long rebar, capped with an appropriate cap bearing identification of the sub consultant Surveyor on interior corners (corners inside the taking)
	Sames, Inc.	7.2.3	Verify that all planimetric features of existing topo and planimetrics within the staked parcel are current. • Exercise special care in observing both structure and aerial encroachments such as overhead electric and telephone lines with cross-arms.

7.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	Sames, Inc.	7.3.1	Analyze, define and create final Parcels and Parcel numbering plan. • See Parcel creation definition above.		
	Sames, Inc.	7.3.2	Update existing Planimetric map with any new or missing features or encroachments.		
	Sames, Inc.	7.3.3	Prepare and Create ROW MAP including… • Title Sheet • Parcel Index Sheet • Control Sheet o (BMs set as per Attachment C.8 – Detailed scope of Service for Construction Staking will be the control on this sheet) • Plan Sheets		
	Sames, Inc.	7.3.4	Prepare and create PARCEL PLATS and DESCRIPTIONS Prepare survey plats and metes and bounds descriptions as per HCRMA requirements for each Acquisition Parcel.		

EXHIBIT C
WORK SCHEDULE

SAMES, Inc.

Supplemental Agreement 3 to Work Authorization No. 19

HCRMA

Task Description	Start Date	End Date	Duration	2021 JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
Parcel ID2 Development	**23-Jun-21**	**23-Jul-21**	**1.0 Month(s)**						→				
Coordination, Admin, Research and Abstracting	**23-Jun-21**	**23-Jul-21**	**1.0 Month(s)**						→				
Field Work	**23-Jun-21**	**23-Jul-21**	**1.0 Month(s)**						→				
Office Work / Delivery Preparation	**23-Jun-21**	**23-Jul-21**	**1.0 Month(s)**						→				

Prime: SAMES, Inc.
Survey Services for the HCRMA
Supplemental Agreement 3 to Work Authorization No. 19
Schedule Duration: 1.0 Months

EXHIBIT D - Fee Schedule
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Supplemental Agreement 3 to Work Authorization No. 19
HCDD#1 Outfall Drainage Parcels OD-1A, OD-1B, and OD-3
LIMITS: From the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493 (As-Assigned by the HCRMA)

SURVEY SERVICES DESCRIPTION	Principal / Sr. Manager / Senior survey Manager	Project Surveyor (RPLS)	Senior Survey Tech / SIT	Survey Technician	CADD Operator	Clerical / Admin.	Abstractor	1-Person Survey Crew	2-Person Survey Crew	3-Person Survey Crew	4-Person Survey Crew	Total Labor Hrs.	Remarks	Task Cost
PARCEL PREPARATION:														
Parcel OD-1A														
Coordination, Admin, Research and Abstracting	1			5		0.5						3		$ 600.00
Field Work									1			4		$ 130.00
Office Work / Delivery Preparation		0.5		3		1						4		$ 350.00
Parcel OD-1B														
Coordination, Admin, Research and Abstracting	1			5		0.5						3		$ 600.00
Field Work									1			4		$ 130.00
Office Work / Delivery Preparation		0.5		3		1						4		$ 350.00
Parcel OD-3														
Coordination, Admin, Research and Abstracting	1			8		0.5						3		$ 825.00
Field Work									2			4		$ 260.00
Office Work / Delivery Preparation		0.5		3		1						4		$ 350.00
Subtotal	**3**	**1.5**	**0**	**27**	**0**	**4.5**	**0**	**0**	**4**	**0**	**0**	**32**		**$ 3,595.00**
Total Manhours by Classification	**2**	**1**	**0**	**14**	**0**	**2**	**0**	**0**	**2**	**0**	**0**	**16**		
Contract Hourly Rate by Classification	$ 200.00	$ 150.00	$ 105.00	$ 75.00	$ 65.00	$ 50.00	$ 65.00	$ 80.00	$ 130.00	$ 168.00	$ 198.00			
Total Fee by Classification	$ 300.00	$ 112.50	$ -	$ 1,012.50	$ -	$ 112.50	$ -	$ -	$ 260.00			$ 1,797.50		
													CHECK (MHRs):	
% Utilization by Over 6 months	**0.14%**	**0.07%**	**0.00%**	**1.30%**	**0.00%**	**0.22%**	**0.00%**	**0.00%**	**0.19%**				**20**	
% of Total Labor Hours	**9.52%**	**4.76%**	**0.00%**	**85.71%**	**0.00%**	**14.29%**	**0.00%**	**0.00%**	**12.70%**			**100.00%**	**CHECK (LABOR):**	
% of Total Labor Cost	**16.69%**	**6.26%**	**0.00%**	**56.33%**	**0.00%**	**6.26%**	**0.00%**	**0.00%**	**14.46%**			**100.00%**	**$ 1,797.50**	
TOTAL DIRECT LABOR COST														**$ 3,595.00**

DIRECT EXPENSES	Rate	Unit	Amount	Total	
Mileage	$ 0.56	Mile	0	$ -	**$ -**
Photocopies	$ 0.10	Sheet	0	$ -	**$ -**
Blueline/Blackline Prints	$ 2.00	Sheet	0	$ -	**$ -**
Deed/Copies	$ 1.00	Sheet	0	$ -	**$ -**
Certified Deed Copies	$ 2.00	Sheet	0	$ -	**$ -**
Mylar (11x17)	$ 3.00	Sheet	0	$ -	**$ -**
Mylar (22x34)	$ 6.00	Sheet	0	$ -	**$ -**
TOTAL DIRECT EXPENSES				$ -	**$ -**

SPECIAL SERVICES FEE (SUBCONSULTANTS) — **DBE Participation 0.00%**

Name	Task(s) Summary	
TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)		**$ -**
GRAND TOTAL		**$ 3,595.00**

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: _____ Assigned Goal: 0.0% Prime Provider SAMES, Inc.

Work Authorization (WA)#: 19 WA Amount: **$1,180.00** Date: _____
Supplemental Work Authorization (SWA) #: 3 to WA #: 19 SWA Amount: $3,595.00
Revised WA Amount: $10,285.00

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Survey	**$3,180.00**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

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

Provider Name: SAMES, Inc. **Address: 200 S 10th Street, Suite 1607, McAllen, Texas 78501** **VID Number: 12629412888** **PH: (956) 702-8880; FX: (956) 702 -8883** **Email: sam@samengineering-surveying.com**	**Name:** Samuel Maldonado ***(Please Print)*** **Title:** Principal **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH: (XXX) XXX-XXXX; FX: (XXX) XXX-XXXX** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH: FX:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-20

APPROVAL OF CONTRACT AMENDMENT 19 TO THE PROFESSIONAL SERVICE AGREEMENT WITH SAMES, INC. TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR SUPPLEMENTAL AGREEMENT 3 TO WORK AUTHORIZATION NUMBER 19

THIS RESOLUTION is adopted this 22nd day of June 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, creating the Technical Committee, comprised of senior level engineers and professionals from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04 authorizing the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on October 16, 2013 the Authority approved Resolution 2013-41 authorizing the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bride Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, on November 20, 2014, the Authority approved Resolution 2013- 53 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms (Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services) to establish a surveying pool for the project; and

WHEREAS, on June 18, 2014, the Authority approved Resolution 2014-53 awarding professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, on February 23, 2016, the Authority approved Resolution 2016- 24 Work Authorization 1 to the Professional Service Agreement with SAMES, Inc. to provide revised survey for the SH 365 Segment 1 & 2 Parcel 16 in the amount of $2,935.00; and

WHEREAS, on March 22, 2016, the Authority approved Resolution 2016-44 Work Authorization 2 to the Professional Service Agreement with SAMES, Inc. to provide revised parcels 13P1, 13P2, 22, 26, 31, 39 and Salinas parcel for State Highway 365 Project in the amount of $13,567.50 for a revised amount of $16,502.50 for Work Authorizations 1 and 2. The maximum payable amount remains at $25,000; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-58 for Work Authorization 3 to the professional service agreement with SAMES Engineering to provide modifications to Parcel(s) 5 Part 5-AQ and 5- Part 5-R; 7 and 15 for State Highway 365 in the amount of $13,085.00; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-59 for Contract Amendment 1 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 3 in the amount of $4,587.50; and

WHEREAS, on May 26, 2016, the Authority approved Resolution 2016-79 Work Authorization 4 to the professional service agreement with SAMES Engineering to provide Parcels 5B, 36B and 80 for State Highway 365 in the amount of $5,085.00 whereas only $4,060.00 were expended; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-81 Work Authorization 5 to the professional service agreement with SAMES Engineering to provide parcels 107-A, 13P2, 102, 20, 108, 110, 111, 112 and 113 for the 365 Tollway Project in the amount of $22,325.00; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-82 Contract Amendment 2 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 4 & 5 in the amount of $26,385.00 for a revised increase of a maximum payable amount of $55,972.50; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-97 for Work Authorization 3 Supplemental 1 to the professional service agreement with SAMES Engineering for a no-cost time extension for parcel revision to the 365 Tollway Project; and

WHEREAS, on July 26, 2016 the Authority approved Resolution 2016-98 for Work Authorization 6 to the professional service agreement with SAMES Engineering to provide parcels 7, 7B, and 9P2 for Segment 2 of the 365 Tollway Project in the amount of $4,080.00; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-99 for Contract Amendment 3 to the professional service agreement with SAMES Engineering for Work Authorization 6 in the amount of $4,080.00 for a revised increase of a maximum payable amount of $60,052.50; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-105 for Work Authorization 7 to the professional service agreement with SAMES Engineering to provide right of way staking for Veterans Road and Hi-Line Road for utility relocations in the amount of $5,650.00; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-106 for Contract Amendment 4 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 7 in the amount of $5,650.00 for a revised increase a maximum payable amount of $65,720.50; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-112 Work Authorization 8 to the professional service agreement with SAMES Engineering to provide revisions to parcel 49 P1 in the amount of $1,625.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-113 Work Authorization 9 to the professional service agreement with SAMES Engineering to provide construction monuments for the 365 Tollway Project in the amount of $26,365.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-114 Contract Amendment 5 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 8 & 9 in the amount of $27,990.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-123 Work Authorization 10 to the professional service agreement with SAMES Engineering to provide parcel sketches for corner clips at Steward Road & US 281/Military Highway as part of the Overpass/BSIF Connector for 365 Tollway Project in the amount of $1,270.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-124 Contract Amendment 6 to the professional service agreement with SAMES Engineering to to increase the maximum payable amount for Work Authorization Number 10 in the amount of $1,270.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-125 Work Authorization 11 to the professional service agreement with SAMES Engineering to provide surveys for parcels 21, 22, 22C Lateral D and Pawlik tract as part of the 365 Tollway Project in the amount of $12,030.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-126 Contract Amendment Number 7 to the Professional Service Agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 11 as part of the 365 Tollway Project in the amount of $12,030.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-02 Work Authorization 12 to the professional service agreement with SAMES Engineering to update surveys 22D and 108 as part of the 365 Tollway Project in the amount of $1,840.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-05 Work Authorization 13 to the professional service agreement with SAMES Engineering to update survey 20 and provide surveys for parcels OD2 & OD3 as part of the 365 Tollway Project in the amount of $9,715.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-03 Contact Amendment 8 to the professional services agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 12 & 13 as part of the 365 Tollway Project in the amount of $11,555.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-14 Work Authorization 14 to the professional service agreement with SAMES Engineering to provide parcel sketches for offsite drainage outfall parcels for the 365 Tollway Project in the amount of $83,030.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-15 Work Authorization 15 to the professional service agreement with SAMES Engineering to provide subsurface utility engineering for utility relocation as part of the 365 Tollway Project in the amount of $44,948.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-16 Contract Amendment 9 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Numbers 14 and 15 in the amount of $127,978.00; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-36 Supplemental Number 2 to Work Authorization Number 3 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide surveys for Parcels 5, 5P and 15; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-37 Supplemental Number 1 to Work Authorization Number 9 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide construction control monuments; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-38 to Work Authorization Number 16 to the professional service agreement with SAMES Engineering to provide a survey for parel 36A as part of the 365 Tollway Projet in the amount of $3,230.00; and

WHEREAS, on March 28, 2017 the Authority approved Resolution 2017-39 Contract Amendment 10 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 16 in the amount of $3,230.00; and

WHEREAS, on August 29, 2017 the Authority approved Resolution 2017-74 Approval of Work Authorization 15 – Supplemental 1 to the professional services agreement with SAMES Engineering for additional Subsurface Utility Engineering for the 365 Tollway Project in the amount of $20,926.00; and

WHEREAS, on August 22, 2017 the Authority approved Resolution 2017-75 Contract Amendment 11 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 15 – Supplemental 1 in the amount of $20,926.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-12 Approval of Work Authorization 3 - Supplemental 3 to the Professional Services Agreement with SAMES Inc. for a no cost-extension to invoice 100% of Parcel 5P5, HVI acquisition; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-13 Approval of Work Authorization 14 - Supplemental 1 to the Professional Services Agreement with SAMES Inc. for a no cost-extension for the outfall development; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-14 Approval of Work Authorization 17 with SAMES Inc. for the HCID2 parcel adjacent to Parcel 65P9 near Hi Line Road in the amount of $2,080.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-15 Contract Amendment 12 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 17 in the amount of $2,080.00; and

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-37 Contract Amendment 13 to the professional services agreement with SAMES Engineering for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-56 Work Authorization 14 Supplemental 2 to the professional services agreement with SAMES Engineering for Off-Site Outfalls/Irrigation Parcels for the 365 Toll Project in the amount of $4,370.00; and

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-57 Contract Amendment 14 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 14 – Supplemental 2 in the amount of $4,370.00; and

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-04 Work Authorization 18 to the professional services agreement with SAMES Engineering for I-Road parcels for the 365 Tollway Project in the amount of $6,350.00; and

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-05 Contract Amendment 15 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 18 in the amount of $6,350.00; and

WHEREAS, on March 23, 2021 the Authority approved Resolution 2021-06 Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of $1,180.00; and

WHEREAS, on March 23, 2021 the Authority approved Resolution 2021-07 Contract Amendment 16 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 19 in the amount of $1,180.00; and

WHEREAS, on April 27, 2021 the Authority approve Resolution 2021-11 Supplemental Agreement 1 to Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of $2,330.00; and

WHEREAS, on April 27, 2021 the Authority approved Resolution 2021-12 Contract Amendment 17 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 1 to Work Authorization 19 in the amount of $2,330.00; and

WHEREAS, on May 26, 2021 the Authority approved Resolution 2021-16 Supplemental Agreement 2 to Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of $3,180.00. and

WHEREAS, on May 26, 2021 the Authority approved Resolution 2021-17 Contract Amendment 18 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 2 to Work Authorization 19 in the amount of $3,180.00; and

WHEREAS, the authority finds it necessary to approve Resolution 2021-20 Contract Amendment 19 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 3 to Work Authorization 19 in the amount of $3,595.00.

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

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

Section 2. The Board hereby approves Resolution 2021-20 to the professional service agreement with SAMES Engineering to increase in maximum amount payable for Supplemental Agreement 3 to Work Authorization 19 in the amount of $3,595.00 for a revised maximum payable amount of $293,766.50; hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Contract Amendment 19 to the Professional Services Agreement for Surveying Services with SAMES Engineering as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 22nd day of June 2021, at which meeting a quorum was present.

Forrest Runnels, Vice Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Contract Amendment # 19

to

Professional Service Agreement with

SAMES, Inc.

for

Surveying Services

CONTRACT AMENDMENT NO. _ 19 _
TO PROFESSIONAL SERVICES
AGREEMENT FOR SURVEYING SERVICES

THIS CONTRACT AMENDMENT NO 19 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Article III Compensation and Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Surveying Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and SAMES, Inc. (the Surveyor).

The following terms and conditions of the Agreement are hereby amended as follows:

Article III Compensation
Article III Compensation shall be amended to increase the amount payable under this contract from $290,171.50 to $293,766.50 for a total increase of $3,595.00 due to additional scope and effort outlined in Supplemental Agreement 3 to Work Authorization No. 19.

This Contract Amendment No. 18 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

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

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Samuel D. Maldonado, PE, RPLS	Pilar Rodriguez, P.E.
Principal	Executive Director
(Title)	(Title)
_____	_____
(Date)	**(Date)**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-21

APPROVAL OF WORK AUTHORIZATION 4 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR FOR GENERAL ENGINEERING CONSULTANT SERVICES FOR IBTC FINAL SCHEMATIC SUPPORT FOR THE ENVIRONMENTAL CLEARANCE

THIS RESOLUTION is adopted this 22nd day of June 2021, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of $488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. Project Management for the 365 Tollway Project in the amount of $171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of $301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of $299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from $488,657.91 to $820,372.60 for a total increase of $331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on the Authority finds it necessary to approve Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of $197,746.02.

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 4 to the Professional Services Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of $197,746.02, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization 4 to the Professional Services Agreement for Program Management Support.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 22nd day of June 2021, at which meeting a quorum was present.

Forrest Runnels, Vice Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION 4
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GGENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

ATTACHMENT D-1

WORK AUTHORIZATION NO. 4
AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES

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

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

PART II. The maximum amount payable under this Work Authorization is $197,746.02 and the method of payment is Lump Sum as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

PART III. Payment to the GEC for the services established under this Work Authorization shall be made in accordance with Articles 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 August 31, 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 General Engineering Consulting Services.

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

THE GEC	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
David C. Weston	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
Gulf Coast Area Manager	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

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

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

The **AUTHORITY** will provide the following general items.

1. Authorization to begin work.
2. Timely payment for work performed by the **Engineer** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project.
5. Review and approve the **Engineer**'s progress schedule with milestone activities and/or deliverables identified.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

1. Task 1 – Project Development Support

1.1. International Bridge Trade Corridor (IBTC) schematic review/revisions

1.1.1. Schematic design standards versus current standards

The GEC shall review the existing schematic prepared by others to evaluate if current TxDOT, HCRMA, and applicable governmental agency criteria and standards are met. The GEC shall provide a report of its findings and recommendations for a determination of the next steps.

1.1.2. Drainage (Atlas 14 impacts)

The GEC shall review existing hydraulic/drainage schematic information to evaluate if current Atlas 14 drainage criteria and standards are met. The GEC shall provide a report of its findings and recommendations for next steps.

1.1.3. Address TxDOT comments

The GEC shall review TxDOT comments concerning the existing schematic and recommend responses and revisions. Once responses have been agreed with TxDOT and the HCRMA, the GEC shall update the schematic, including any drainage and standard revisions, as necessary to provide TxDOT approval.

1.2. IBTC environmental documentation review/revisions

The GEC shall perform quality assurance quality control (QA/QC) reviews of the existing environmental documentation prepared by others to determine whether the documents:

- Have been correctly revised as requested by HCRMA and/or other governmental agencies as requested,
- Meet current state and federal laws, regulations, policies, guidance, and agreements

1.3. ROW Mapping Survey Support – deferred to future supplemental

1.3.1. Procurement for Surveyors

The GEC will assist the HCRMA with the procurement of professional services for surveying which includes:

- Assisting the HCRMA with developing procurement documents
- Review submissions to the HCRMA in response to a “Request for Services”
- Provide the HCRMA a recommendation of qualified surveyors.

1.3.2. Survey Management and Submittal Oversight

The GEC will assist the HCRMA in providing surveying oversight services related to surveying boundaries, survey control, construction stake-out tasks and any other surveying activities associated with the IBTC project.

The GEC shall perform quality assurance quality control (QA/QC) reviews of surveying documents prepared by others to determine whether the documents:

- Correspond with the existing right-of-way strip map
- Have been correctly revised as requested by HCRMA and/or other governmental agencies as requested, and
- Meet current state and federal laws, regulations, policies, guidance, and agreements.

1.4. Preliminary Railroad Exhibits submittal and coordination – deferred to future supplemental

The GEC shall coordinate meetings between RR companies, HCRMA, and other local agencies related to the interaction of rail and highway operations within the IBTC Corridor.

The GEC shall coordinate with HCRMA and RR companies to accomplish the following:

- Field investigations to determine equipment, utilities, and other potential conflicts within the RR ROW,
- Assembling and submittal of railroad crossing exhibits for all rail and highway at-grade and grade separated crossings, and
- Support development for applicable railroad agreements

1.5. Review and develop preliminary IBTC cost estimates, based on schematics – deferred to future supplemental

The GEC shall review the existing preliminary IBTC cost estimates prepared by others to evaluate if current quantities, bid items and unit costs are applicable, accurate and up to date. The GEC shall provide a report of its findings and recommendations and update the cost estimates as applicable

1.6. Public Outreach

The GEC shall participate in a public hearing upon approval of the draft environmental document. The public hearing will be run and managed by others.

The GEC shall perform quality assurance quality control (QA/QC) reviews of the draft and final public hearing documentation reports that will be prepared by others.

The GEC will support HCRMA relative to materials that need to be assembled and posted to its website.

2. Task 2 – Utility Coordination Support– deferred to future supplemental

2.1. Correspondence, Documentation, and Tracking of utility relocations

The GEC shall provide oversight and coordination for utility crossing activities within the IBTS corridor. The GEC shall review existing utility data and develop a utility tracking process for the corridor, including the identification of utility conflicts, utility coordination, compliance with the Utility Accommodation Rules (UAR), resolution of utility conflicts, and coordination of monitoring and verification activities by utility accompanies and others.

The GEC shall coordinate and facilitate meetings with HCRMA and/or utility partners as necessary to advance utility activities.

3. Task 3 – PS&E Development Plan – deferred to future supplemental

3.1. Review of existing IBTC plans and design criteria for conformance to 2021 standards and policies

The GEC shall review the existing 30% plans prepared by others to evaluate if current TxDOT, HCRMA, and applicable governmental agency criteria and standards are met. The GEC shall provide a report of its findings and recommendations for a determination of the next steps.

3.2. Delivery Method(s) and Recommendations of appropriate PS&E packages

The GEC will collaborate with the HCRMA on:

- recommendations for potential procurement delivery methods for the ITCB project, and
- The number of logical contracts and begin/ending points of potential PS&E packages

4. Pavement design – deferred to future supplemental

The GEC shall review and validate existing pavement design prepared by others. Activities include:

- Review of the current traffic volumes and future traffic projections,
- Review of current overweight/oversize technical and financial requirements, and any recommendations, if necessary.

5. Baseline Master Schedule for Project Development.

The GEC shall review any existing project schedules prepared by others and update as necessary. The GEC shall develop two types of schedules:

- Detailed master P6 schedule for design, construction, pre- and post-construction tasks.
- A 'Road Map' schedule which serves as a one-page, high-level version of the master program to be available to HCRMA board members and internal and/or external partners. Major tasks would include program management, ROW acquisition, utility coordination and development of agreements, design, letting, and construction activities.

EXHIBIT C
WORK SCHEDULE

IBTC Initial Startup

Task 1 – Project Development Support – items in grey deferred to future supplemental

1.1. IBTC schematic review/revisions	**July 2021 thru December 2021**
1.2. IBTC environmental documentation review/revisions	**July 2021 thru December 2021**
1.3. ROW Mapping Survey Support	**July 2021 thru July 2022**
1.4. Preliminary Railroad Exhibits submittal/coordination	**August 2021 thru July 2022**
1.5. Review and develop preliminary IBTC cost estimates	**October 2021 thru July 2022**
1.6. Public Outreach	**July 2021 thru December 2021**

Task 2 – Utility Coordination Support – deferred to future supplemental

2.1. Correspondence, documentation, and tracking utility relocations	**July 2021 thru July 2022**

Task 3 – PS&E Development Plan – deferred to future supplemental

3.1. Review of existing IBTC plans & criteria	**December 2021 thru July 2022**
3.2. Delivery Method(s) and Recommendation	**December 2021 thru July 2022**

Task 4 – Pavement Design – deferred to future supplemental

Review existing design & overweight technical & financial requirements	**December 2021 thru February 2022**

Task 5 – Baseline Master Schedule for Project Development

Develop master P6 and roadmap schedule	**July 2021 thru July 2022**

Summary

Exhibit D

Prime Provider: HDR Engineering, Inc.
Subconsultant: N/A
Work Authorization: 03

	WA 04 TOTALS		Total by Firm	% by Firm
	Labor	ODE		
HDR	$192,375.02	$5,371.00	$197,746.02	100%
Melden and Hunt	$0.00	$0.00	$0.00	0%
<blank>			$0.00	0%
<blank>			$0.00	0%
<blank>			$0.00	0%
<blank>			$0.00	0%
<blank>			$0.00	0%
<blank>			$0.00	0%
Sub-Total by Task	$192,375.02	$5,371.00	Total WA	100%
Total by Task	$197,746.02		$197,746.02	

Prime Provider: HDR Engineering, Inc.
Subconsultant: N/A
Work Authorization: 04
Legend: reocurring every X months = ~Xmos

Sam

Labor Categories	Project Manager	Deputy Project Manager	Sr Technical Advisor	Technical Advisor	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	Sr Structural Engineer	Scheduler	Admin III	Total Task Hours	Line Item Fee
Negotiated Rate	$220.62	$254.57	$296.99	$234.77	$240.42	$198.00	$169.71	$141.43	$231.94	$161.23	$84.86		
DESCRIPTION OF TASKS/DETAILS													
1 - Project Development Support													
1.1 - IBTC schematic review and revisions													
Review of schematic													
Review to determine if current criteria/standards are met	2	1			6	104	72		4			189	$35,877.21
Report of findings (draft)	4	2			4	48	24					82	$15,930.34
Report of findings (final)	2	1			2	16	8				4	33	$6,041.77
Review of existing hydraulic/drainage information													
Review to determine if Atlas 14 criteria/standards are met	4	2	28		6	104	72					216	$43,960.98
Report of findings (draft)	8	4	4		4	48	24				4	96	$18,849.36
Report of findings (final)	2	1	2		2	16	8				8	39	$6,975.19
Address TxDOT comments related to schematic (comments)	2	1			2	24		52				81	$13,283.01
Address TxDOT comments related to schematic (bike/ped memo)	1				1	24		52				78	$12,567.40
1.2 - IBTC environmental documentation review													
Perform QA/QC on environmental doc by others	2			24	4						2	32	$7,207.12
1.3 - ROW mapping surveying suport	DEFERRED TO FUTURE SUPPLEMENT												
Procurement for surveyors												0	$0.00
Survey management and submittal oversight												0	$0.00
1.4 - preliminary railroad exhibits submittal/coordination													
Coordination/meetings (assume 10 meetings)												0	$0.00
Coordination/field investigations (assume 2 trips)												0	$0.00
Coordination/RR exhibits												0	$0.00
Coordination/support												0	$0.00
1.5 - Cost estimates													
Review of existing schematic IBTC cost estimates												0	$0.00
Report of findings (draft)												0	$0.00
Report of findings (final)												0	$0.00
Revise cost estimate												0	$0.00
1.6 - Public Outreach													
Participation in public hearing	8			8								16	$3,643.12
Perform QA/QC on public hearing docs. by others	8			8	2							18	$4,123.96
Assemble/support HCRMA concerning website materials	1	1					16				16	34	$4,548.31
2 - Utility coordination support													
Review existing utility data												0	$0.00
Develop utility tracking process (draft)												0	$0.00
Develop utility tracking process (final and revisions)												0	$0.00
Coordinate/facilitate meetings												0	$0.00
3 - Review of IBTC plans													

Prime Provider: HDR Engineering, Inc.
Subconsultant: N/A
Work Authorization: 04
Legend: reocurring every X months = ~Xmos

Sam

Labor Categories	Project Manager	Deputy Project Manager	Sr Technical Advisor	Technical Advisor	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	Sr Structural Engineer	Scheduler	Admin III	Total Task Hours	Line Item Fee
Negotiated Rate	$220.62	$254.57	$296.99	$234.77	$240.42	$198.00	$169.71	$141.43	$231.94	$161.23	$84.86		
DESCRIPTION OF TASKS/DETAILS													
3.1 - IBTC 30% review and revisions													
Review to determine if current criteria/standards are met												0	$0.00
Report of findings (draft)												0	$0.00
Report of findings (final)												0	$0.00
3.2 - Delivery Methods													
Recommendations for delivery methods												0	$0.00
Determine appropriate const. and design packages												0	$0.00
4 - Pavement Design													
Review of existing pavement report												0	$0.00
Review of current/future traffic volumes												0	$0.00
Review of overweight/oversize requirements												0	$0.00
Recommendation Report (draft)												0	$0.00
Recommendation Report (final)												0	$0.00
5 - Schedule													
Detailed master P6 schedule	4	2			2	18				49	1	76	$13,421.59
Road Map	4	2			2	8		8			16	40	$5,945.66
Labor Hours Total	52	17	34	40	37	410	224	112	4	49	51	1030	hours check
Labor Cost Total	$11,472.24	$4,327.69	$10,097.66	$9,390.80	$8,895.54	$81,180.00	$38,015.04	$15,840.16	$927.76	$7,900.27	$4,327.86	**$192,375.02**	cost check
% Staff Distribution	5%	2%	3%	4%	4%	40%	22%	11%	0%	5%	5%	100%	

DEFERRED TO FUTURE SUPPLEMENT

Prime Provider: HDR Engineering, Inc.
Subconsultant: Melden and Hunt
Work Authorization: 04
Legend: reocurring every X months = ~Xmos

more appropriate for production work

Labor Categories	Project Manager	Senior CADD Operator	CADD Operator	Junior CADD Operator	Scheduler	Land Surveyor	Surveyor In Training	Senior GIS Operator	GIS Operator	Accounting	Admin / Clerical III	Admin / Clerical I/II	Total Task Hours	Line Item Fee
Negotiated Rate	$220.00	$103.95	$83.16	$68.31	$68.75	$196.02	$115.83	$95.04	$83.16	$68.31	$66.83	$55.00		
DESCRIPTION OF TASKS/DETAILS														
Review IBTC Strip Map	DEFERRED TO FUTURE SUPPLEMENT												0	$0.00
Review Title Reports (Verify if current)													0	$0.00
Coordination with HCRMA													0	$0.00
Assign Parcel to Surveyor													0	$0.00
Review Submitted Parcels													0	$0.00
Coordination with Surveyors													0	$0.00
Compare Submitted Parcel with Strip Map													0	$0.00
Parcel Closeout													0	$0.00
HCRMA Reporting													0	$0.00
													0	$0.00
													0	$0.00
													0	$0.00
													0	$0.00
													0	$0.00
													0	$0.00
													0	$0.00
Labor Hours Total	0	0	0	0	0	0	0	0	0	0	0	0	0	hours check
Labor Cost Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**	cost check
% Staff Distribution	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

Prime Provider: HDR Engineering, Inc.
Subconsultant: N/A
Work Authorization: 04

Legend: Current State Rate = CSR, Actual Cost = AC, Fixed = F, Max = M

OTHER DIRECT EXPENSE	UNIT	MAX RATE BASIS	FIXED / MAX	ODE RATE	TOTAL FOR WA04	Sub-Total per ODE
Lodging/Hotel - Taxes and Fees	day/person	n/a	M	$32.00	**16**	$512.00
Lodging/Hotel (Taxes/fees not included)	day/person	CSR	M	$94.00	**16**	$1,504.00
Meals (Excluding alcohol & tips) (Overnight stay required)	Day/person	CSR	M	$55.00	**32**	$1,760.00
Mileage	mile	CSR	F	$0.545	**1000**	$545.00
Rental Car Fuel	gallon	n/a	M	$3.75		$0.00
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day	n/a	M	$75.00		$0.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person	n/a	M	$580.00		$0.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person	n/a	M	$450.00		$0.00
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/person	n/a	M	$600.00		$0.00
Air Travel - Out of State - Short Notice (Coach)	Rd Trip/person	n/a	M	$900.00		$0.00
Oversize, special handling or extra baggage airline fees	each	n/a	M	$45.00	**2**	$90.00
Taxi/Cab fare	each/person	n/a	M	$30.00		$0.00
Parking	day	n/a	M	$20.00		$0.00
Toll Charges	each	n/a	M	$10.00		$0.00
Standard Postage	letter	CSR	F	$0.47		$0.00
Certified Letter Return Receipt	each	CSR	F	$6.20		$0.00
Overnight Mail - letter size	each	CSR	M	$22.00	**5**	$110.00
Overnight Mail - oversized box	each	CSR	M	$85.00	**10**	$850.00
				Total ODE Cost	**$5,371.00**	**$5,371.00**

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: 07-E36-19-04 Assigned Goal: 12.2% Prime Provider HDR Engineering, Inc.

Work Authorization (WA)#: 4 WA Amount: **$197,746.02** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

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

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

Provider Name: HDR Engineering, Inc. **Address:** 4828 Loop Central Drive, Ste. 800, Houston, TX 77081 **VID Number:** 14706805687 **PH:** 713-622-9264 **& FAX:** **Email:** David.Weston@hdrinc.com	**Name:** David C. Weston ***(Please Print)*** **Title:** Gulf Coast Area Manager _____ **Signature** **Date**
DBE/HUB Sub Provider: **Subprovider Name:** Melden & Hunt, Inc. **VID Number:** 17417379595 **Address:** 227 FM-3167, Rio Grande City, TX 78582 **PH:** 956-381-0981 **Email:** Robert@meldenandhunt.com	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-22

APPROVAL OF CONTRACT AMENDMENT 2 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION 4

THIS RESOLUTION is adopted this 22nd day of June 2021, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.; and

WHEREAS, on March 5, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority with a maximum amount payable of $488,657.91; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from $488,657.91 to $820,372.60 for a total increase of $331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from $820,372.60 to $1,018,118.62 for a total increase of $197,746.02 for Work Authorization No. 4.

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

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

Section 2. The Board hereby approves the Contract Amendment 2 to the Professional Services Agreement with HDR Engineering, Inc. to increase the maximum amount payable to $1,018,118.62 (hereto attached as Exhibit A).

Section 3. The Board authorizes the Executive Director to execute the Contract Amendment 2 to the Professional Services Agreement for General Engineering Consultant Services after review by counsel.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 22nd day of June 2021, at which meeting a quorum was present.

Forrest Runnels, Vice Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

CONTRACT AMENDMENT 2
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

CONTRACT AMENDMENT NO. _2_
TO PROFESSIONAL SERVICES AGREEMENT
FOR GENERAL ENGINEERING CONSULTING SERVICES

THIS CONTRACT AMENDMENT is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for General Engineering Consulting Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and HDR Engineering Inc. (the GEC).

Article II Agreement Period
This revised Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on August 21, 2022.

Article III Compensation
Article III Compensation shall be amended to increase the amount payable under this contract from $820,372.60 to $1,018,118.62 for a total increase of $197,746.02 due to additional scope and effort outlined in Work Authorization No. 4.

This Contract Amendment No. 2 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

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

AUTHORITY	**GEC**
By: _____	By: _____
Name: Pilar Rodriguez	Name: David Weston
Title: Executive Director	Title: Gulf Coast Area Manager
Hidalgo County Regional Mobility Authority	HDR Engineering, Inc.
Date: _____	Date: _____

HIDALGO COUNTY REGIONAL MOBILITY

AUTHORITY BOARD RESOLUTION No. 2021-23

APPROVAL OF WORK AUTHORIZATION NO. 6 TO THE PROFESSIONAL SERVICE AGREEMENT WITH L&G ENGINEERING FOR RE-DESIGN EFFORT PERTAINING TO HCID 2 ACCESS

THIS RESOLUTION is adopted this 27th of July 2021 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 April 13, 2011, the Authority awarded a Professional Service Agreement for engineering services to L&G Engineering (the "Consultant") for design work, including plans, specifications, and estimates, for the Trade Corridor Connector ("SH 365/TCC") and on May 2, 2012, by Resolution 2012-10, the Authority amended and restated that agreement (the "Amended and Restated Agreement") in the maximum payable amount of $5,887,542.43; and

WHEREAS, on May 2, 2012, the Authority Approved Resolution 2012-10 Work Authorization 1 under the Amended and Restated Agreement in the amount of $998,837.67; and

WHEREAS, on October 28, 2012, the Authority approved Resolution 2012-30 Work Authorization 1 Supplemental 1 to the Amended and Restated Agreement to perform preliminary engineering services for SH 365 from FM 396 to FM 1016 in the amount of $310,893.87; and

WHEREAS, on November 21, 2012, the Authority approved Resolution 2012-36 the Amended and Restated professional service agreement with the Consultant to prepare plans, specifications and estimates for the revised SH 365 project limits from FM 1016 to East of McColl Road (Project Station 986+00) and to revise the DBE/HUB reporting requirements in the amount of $27,558.89 for a revised maximum payable amount of $5,915,101.32; and

WHEREAS, on November 20, 2013, the Authority approved Resolution 2013-58 Work Authorization 2 to the Amended and Restated Professional Service Agreement with the Consultant to provide bridge layouts and geotechnical investigation for the proposed structure over the International Boundaries and Water Commission Interior Floodway in the amount of $288,223.86 was approved; whereas only $283,023.23 was expended ; and

WHEREAS, on December 18, 2013, the Authority approved Resolution 2013-64 Work Authorization 3 to the Professional Service Agreement in the amount of $3,719,885.81 for final plans, specifications and estimates for the State Highway 365 Project from McColl Road to FM 396; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-42 Work Authorization 2 Supplemental 1 to the Professional Service Agreement with the Consultant for a no-cost time extension to provide bridge layouts and geotechnical investigation for the proposed structure over the International Boundaries and Water Commission Interior Floodway; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-43 Work Authorization 3 Supplemental 1 to the Professional Service Agreement with the Consultant for a no-cost time extension to provide final plans, specifications and estimates for the State Highway 365 Project; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-81 Work Authorization 2 Supplemental 2 to the Professional Service Agreement with the Consultant for a no-cost time extension to provide bridge layouts and geotechnical investigation for the proposed structure over the International Boundaries and Water Commission Interior Floodway; and

WHEREAS, on December 15, 2015, the Authority approved Resolution 2015-82 Work Authorization 3 Supplemental 2 to the Professional Service Agreement with the Consultant for a no-cost time extension to provide final plans, specifications and estimates for the State Highway 365 Project; and

WHEREAS, on February 23, 2016 the Authority has approved Resolution 2016-18 Work Authorization 3 Supplemental 3 to the Professional Service Agreement with L&G Engineering to revise the Plans, Specifications and Estimates to include concrete pavement for the State Highway 365 Segment 2 Project in the amount of $117,011.65; and

WHEREAS, on June 28, 2016 the Authority approved Resolution 2016-84 Work Authorization 3 Supplemental 4 to the Professional Service Agreement with L&G Engineering to revise the Final Plans, Specifications and Estimates for the State Highway 365 Segment 2 Project in the amount of $34,839.78; and

WHEREAS, on June 28, 2016 the Authority approved Resolution 2016-103 Work Authorization 2 Supplemental 3 to the Professional Service Agreement with L&G Engineering for a no-cost time extension to provide the International Boundaries and Water Commission bridge layouts for the 365 Tollway Project; and

WHEREAS, on January 28, 2017 the Authority approved Resolution 2017-04 Work Authorization 3 Supplemental 5 to the Professional Service Agreement with L&G Engineering for Anzalduas Bridge Proposed Illumination for the 365 Tollway Segment 2 Project in the amount of $27,301.03; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-12 Work Authorization 3 Supplemental 6 to the Professional Service Agreement with L&G Engineering for a no cost time extension; and

WHEREAS, on March 28, 2017 the Authority approved Resolution 2017-33 Work Authorization 2 Supplemental 4 to the Professional Service Agreement with L&G Engineering for a no cost time extension; and

WHEREAS, on October 24, 2017 the Authority approved Resolution 2017-86 Approval of Work Authorization Number 5 to the Professional Service Agreement with L&G Engineering to provide digital cross-section for use as part of the 365 Tollway bid documents in the amount of $5,470.88; and

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-26 Approval of Contract Amendment Number 1 to the Professional Service Agreement with L&G Engineering for a no-cost time extension to provide plans, specifications, and estimates for the 365 Tollway Project, Segments 2 & 4; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-23 Approval of Work Authorization Number 6 to the Professional Service Agreement with L&G Engineering for re-design effort pertaining to HCID 2 Access in the amount of $440,070.95.

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 2021-23 to the Professional Service Agreement with L&G Engineering for $440,070.95, attached hereto as Exhibit A.

Section 3. The Board hereby authorizes the Executive Director to execute Work Authorization 6 as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 27th of July 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION NO. 6
TO PROFESSIONAL SERVICE AGREEMENT
WITH L&G ENGINEERING FOR PS&E FOR THE
365 TOLLWAY PROJECT

TO THE AMENDED AND RESTATED
PROFESSIONAL SERVICE AGREEMENT WITH
L&G ENGINEERING

EXHIBIT D-1
WORK AUTHORIZATION NO. 6
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, Inc. (the Engineer).

PART I. The Engineer will perform preliminary 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 **$440,070.95** and the method of payment is **Lump Sum** as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee 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 August 31, 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 for SH 365 Segments 0032/0034 from just West of FM 1016 to Just East of McColl Road".

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

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(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

EXHIBIT A

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

The **AUTHORITY** will provide the following general items.

1. Authorization to begin work.
2. Timely payment for work performed by the Engineer and accepted by the AUTHORITY.
3. Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the Engineer cannot easily obtain.
4. Provide any available relevant data the AUTHORITY may have on file concerning the project.
5. Review and approve the Engineer's progress schedule with milestone activities and/or deliverables identified.
6. Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed-upon work schedule identified in Exhibit C.

EXHIBIT C

WORK SCHEDULE

1. The Engineer will conduct the scope outlined in Exhibit B and provide final project deliverables associated with the PS&E update at the area where 365 Tollway meets HCID2 Main Canal by September 6, 2021.

EXHIBIT D
FEE SCHEDULE FOR SH 365 TOLL PROJECT - UPDATE PS+E SERVICES
LIMITS:Approx Sta. 956+00 (1,500 feet to either side)
L G CONSULTING ENGINEERS, INC.

365 TOLL PROJECT (CSJ: 0921-02-368)
PLANS, SPECIFICATIONS AND ESTIMATE SERVICES
Develop PS&E for Proposed 365 Toll Project
L&G CONSULTING ENGINEERS, INC.

BASIC SERVICES **DESCRIPTION**	**Senior Project Manager**	**Senior Engineer**	**Project Engineer**	**Senior Engineering Tech**	**Engineering Tech**	**Admin/Clerical**	**Total Labor Hrs.**	**Task Cost**
FC 145 - PROJECT MANAGEMENT (FC 160 TO FC 190) (PS&E SERVICES)								
PREPARE/MANAGE WORK AUTHORIZATIONS (PS&E DEVELOPMENT) (INCLUDING RECORD KEEPING, FILING, ADMINISTRATION, ETC) AND OVERALL QA/QC	6	2	0	0	0	4	12	$ 2,185.50
COORDINATION/PREPARE SUB WORK AUTHORIZATIONS/MANAGE SUBCONSULTANTS	2	1	0	0	0	2	5	$ 838.55
PREPARATION OF INVOICES AND PROGRESS REPORTS (TOTAL = 6 EA)	3	2	0	0	0	8	13	$ 1,695.70
PREPARE & ASSEMBLE PRELIMINARY COST ESTIMATES (1 @ 60% AND 1 @ 100%)	1	2	4	2	0	0	9	$ 1,584.10
QC/QA - OVERALL 30% SUBMITTAL (1 SUBMITTAL)	4	1	1	1	0	0	7	$ 1,508.15
QC/QA - OVERALL 60% SUBMITTAL (1 SUBMITTAL)	7	1	1	1	0	0	10	$ 2,270.75
QC/QA - OVERALL 90% SUBMITTAL (1 SUBMITTAL)	7	2	4	1	0	0	14	$ 2,985.30
QC/QA - OVERALL 100% SUBMITTAL (1 SUBMITTAL)	7	2	4	8	0	0	21	$ 3,853.30
ORGANIZE AND DOWNLOAD ELECTRONIC FILE DELIVERABLES	0	0	1	1	1	0	3	$ 381.30
COMPLETION OF CPM SCHEDULE (FORMS 1823 & 1002 NOT INCLUDED)	1	1	1	1	0	0	4	$ 745.55
								$ -
SUB-TOTAL - FC 145 - PROJECT MANAGEMENT (FC 160 TO FC 190) (PS&E SERVICES)	**38**	**14**	**16**	**15**	**1**	**14**	**98**	**$ 18,048.20**
I. GENERAL								
FC 163 - MISCELLANEOUS (ROADWAY)								
UPDATE TITLE SHEET		1	1	2	1		5	$ 699.05
UPDATE INDEX OF SHEETS	1	2	2	2	8		15	$ 1,906.50
UPDATE PROJECT LAYOUT	1	2	2	3	4		12	$ 1,695.70
UPDATE PROP TYPICAL SECTIONS	1	2	12		16		31	$ 4,064.10
UPDATE GENERAL NOTES & SPECIFICATION DATA	1	2	4	8	5		20	$ 2,746.60

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365 TOLL PROJECT (CSJ: 0921-02-368)
PLANS, SPECIFICATIONS AND ESTIMATE SERVICES
Develop PS&E for Proposed 365 Toll Project
L&G CONSULTING ENGINEERS, INC.

BASIC SERVICES **DESCRIPTION**	**Senior Project Manager**	**Senior Engineer**	**Project Engineer**	**Senior Engineering Tech**	**Engineering Tech**	**Admin/Clerical**	**Total Labor Hrs.**	**Task Cost**
UPDATE ESTIMATE & QUANTITY SHEETS	1	2	4	8	8		23	$ 2,997.70
UPDATE SUMMARY OF ROADWAY QUANTITIES			2	6	4		12	$ 1,426.00
UPDATE SUMMARY OF RETAINING WALL QUANTITIES			1	1	1		3	$ 381.30
UPDATE SUMMARY OF BRIDGES			1	2	1		4	$ 505.30
UPDATE SUMMARY OF ILLUMINATION QUANTITIES			1	1	1		3	$ 381.30
UPDATE SUMMARY OF EARTHWORK QUANTITIES **(INCORPORATE GEOPAK EARTHWORK RUN INTO PLAN SHEETS)**			4	10	5		19	$ 2,352.90
UPDATE SUMMARY OF PAVEMENT MARKINGS			1	1	1		3	$ 381.30
SUB-TOTAL - FC 163 - MISCELLANEOUS (ROADWAY) (L&G ENGINEERING)	**5**	**11**	**35**	**44**	**55**	**0**	**150**	**$ 19,537.75**
0 - III. ROADWAY DETAILS								
0 - FC 160 - ROADWAY DESIGN CONTROLS								
PLAN AND PROFILE								
UPDATE ROADWAY P & P SHEETS - EB & WB MAIN LANES TOGETHER	1	11	18	58	76		164	$ 19,063.45
UPDATE DRIVEWAY LAYOUTS	0	2	2	4	4		12	$ 1,565.50
UPDATE MISCELLANEOUS ROADWAY DETAILS		1	1	4	4		10	$ 1,198.15
UPDATE & PREPARE PLANS ELECTRONIC DELIVERABLES			1	1	1		3	$ 381.30
SUB-TOTAL - FC 160 - ROADWAY DESIGN CONTROLS (L&G ENGINEERING)	**1**	**14**	**22**	**67**	**85**	**0**	**189**	**$ 22,208.40**
V. DRAINAGE DETAILS								
FC 161 - DRAINAGE								
UPDATE PREPARE LARGE AND SMALL DRAINAGE AREA MAPS:	1	2	2	4	8		17	$ 2,154.50

EXHIBIT D
FEE SCHEDULE FOR SH 365 TOLL PROJECT - UPDATE PS+E SERVICES
LIMITS:Approx Sta. 956+00 (1,500 feet to either side)
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365 TOLL PROJECT (CSJ: 0921-02-368)
PLANS, SPECIFICATIONS AND ESTIMATE SERVICES
Develop PS&E for Proposed 365 Toll Project
L&G CONSULTING ENGINEERS, INC.

BASIC SERVICES **DESCRIPTION**	**Senior Project Manager**	**Senior Engineer**	**Project Engineer**	**Senior Engineering Tech**	**Engineering Tech**	**Admin/Clerical**	**Total Labor Hrs.**	**Task Cost**
UPDATE HYDROLOGY CALCULATIONS (STORM SEWER, CULVERTS, DITCHES):	1	2	1	1	1		6	$ 1,023.00
UPDATE HYDRAULIC COMPUTATIONS SHEETS (STORM SEWER, CULVERTS, DITCHES):	1	2	4	4	6		17	$ 2,334.30
COORDINATE WITH IRRIGATION DISTRICTS	1	10	10		2	8	31	$ 4,640.70
UPDATE ROADSIDE DITCH P&P'S (34 SHEETS)/DETENTION AREAS	1	2	8	16	20		47	$ 5,688.50
UPDATE CULVERT LAYOUT SHEETS	1	2	2	4	5		14	$ 1,903.40
UPDATE UTILITIES & DRAINAGE P&P SHEETS (STORM SEWER & DITCHES)	1	2	6	6	10		25	$ 3,264.30
UPDATE PREPARE MISCELLANEOUS DETAILS	1	2	1	1	2		7	$ 1,106.70
SUB-TOTAL - 0 - FC 161 - DRAINAGE	**8**	**24**	**34**	**36**	**54**	**8**	**164**	**$ 18,937.90**
FC 170 - BRIDGE DESIGN								
WEST BOUND MAIN LANE CANAL BRIDGE								
1 - BRIDGE LAYOUTS	1	26		18			45	$ 7,523.70
1 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	1	14	26		20		61	$ 9,154.30
2 - FOUNDATION LAYOUTS		10	16	20	18		64	$ 8,701.70
4 - ABUTMENTS		26	38	18			82	$ 13,866.30
2- INTERIOR BENTS		18	26		16		60	$ 9,340.30
2 - CONC SLAB SPAN		12	12	12	10		46	$ 6,733.20
1 - CONC FRAMING PLAN & BENT REPORT		10	18	8			36	$ 6,054.30
1 - CONC TYPICAL SECTIONS AND DEFLECTIONS		18	10	8	10		46	$ 7,052.50
1 - PRESTR CONC I-GIRDER DESIGN		12	26		20		58	$ 8,512.60

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PLANS, SPECIFICATIONS AND ESTIMATE SERVICES
Develop PS&E for Proposed 365 Toll Project
L&G CONSULTING ENGINEERS, INC.

BASIC SERVICES **DESCRIPTION**	**Senior Project Manager**	**Senior Engineer**	**Project Engineer**	**Senior Engineering Tech**	**Engineering Tech**	**Admin/Clerical**	**Total Labor Hrs.**	**Task Cost**
1 - DRAIN DETAILS		26	16	24	16		82	$ 12,130.30
1 - BRIDGE BORING LOGS		4	2	6	14		26	$ 3,038.00
SUB-TOTAL SHEETS - WEST BOUND MAIN LANE CANAL BRIDGE	**2**	**176**	**190**	**114**	**124**	**0**	**606**	**$ 92,107.20**
EAST BOUND MAIN LANE CANAL BRIDGE								
1 - BRIDGE LAYOUTS	1	30	0	20	0		51	$ 8,546.70
1 -SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	1	18	26		18		63	$ 9,761.90
2 - FOUNDATION LAYOUTS		24	8	18	16		66	$ 9,610.00
4 - ABUTMENTS		14	20	12			46	$ 7,672.50
2- INTERIOR BENTS		10	4	6			20	$ 3,375.90
2 - CONC SLAB SPAN		6	6	6	4		22	$ 3,282.90
1 - CONC FRAMING PLAN & BENT REPORT		10	18	10	8		46	$ 6,971.90
1 - CONC TYPICAL SECTIONS AND DEFLECTIONS		8	4	5			17	$ 2,864.40
1 - PRESTR CONC I-GIRDER DESIGN		12	24	7	18		61	$ 8,866.00
1 - DRAIN DETAILS		12	8	14	8		42	$ 6,119.40
1 - BRIDGE BORING LOGS		4	2	6	12		24	$ 2,870.60
SUB-TOTAL SHEETS - EAST BOUND MAIN LANE CANAL BRIDGE	**2**	**148**	**120**	**104**	**84**	**0**	**458**	**$ 69,942.20**
BRIDGE STANDARDS (FOR BOTH L&G AND B2Z)								
BAS-C BRIDGE APPROACH SLAB					1		1	$ 83.70
FD FOUNDATION DETAILS (1 OF 2)					1		1	$ 83.70

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365 TOLL PROJECT (CSJ: 0921-02-368)
PLANS, SPECIFICATIONS AND ESTIMATE SERVICES
Develop PS&E for Proposed 365 Toll Project
L&G CONSULTING ENGINEERS, INC.

BASIC SERVICES **DESCRIPTION**	**Senior Project Manager**	**Senior Engineer**	**Project Engineer**	**Senior Engineering Tech**	**Engineering Tech**	**Admin/Clerical**	**Total Labor Hrs.**	**Task Cost**
FD FOUNDATION DETAILS (2 OF 2)					1		1	$ 83.70
MEBRS MINIMUM ERECTION					1		1	$ 83.70
ODSR OPTIONAL DRILLED SHAFT REINFORCING					1		1	$ 83.70
PCP PRESTRESSED CONCRETE PANELS (1 OF 4)					1		1	$ 83.70
PCP PRESTRESSED CONCRETE PANELS (2 OF 4)					1		1	$ 83.70
PCP PRESTRESSED CONCRETE PANELS (3 OF 4)					1		1	$ 83.70
PCP PRESTRESSED CONCRETE PANELS (4 OF 4)					1		1	$ 83.70
PMDF PERMANENT METAL DECK FORMS (1 OF 2)					1		1	$ 83.70
PMDF PERMANENT METAL DECK FORMS (2 OF 2)					1		1	$ 83.70
SBTS THICKENED SLAB STEEL GIRDERS					1		1	$ 83.70
SBMS MISCELLANEOUS SLAB DETAIL STEEL GIRDERS					1		1	$ 83.70
SEJ-A SEALED EXPANSION JOINT					1		1	$ 83.70
SGEB ELASTOMERIC BEARING STEEL GIRDERS (1 OF 3)					1		1	$ 83.70
SGEB ELASTOMERIC BEARING STEEL GIRDERS (2 OF 3)					1		1	$ 83.70
SGEB ELASTOMERIC BEARING STEEL GIRDERS (3 OF 3)					1		1	$ 83.70
SGMD MISCELLANEOUS DETAILS STEEL GIRDERS (1 OF 3)					1		1	$ 83.70
SGMD MISCELLANEOUS DETAILS STEEL GIRDERS (2 OF 3)					1		1	$ 83.70
SGMD MISCELLANEOUS DETAILS STEEL GIRDERS (3 OF 3)					1		1	$ 83.70
T551 CONCRETE SAFTEY F-SHAPE RAIL (1 OF 2)					1		1	$ 83.70

EXHIBIT D
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365 TOLL PROJECT (CSJ: 0921-02-368)
PLANS, SPECIFICATIONS AND ESTIMATE SERVICES
Develop PS&E for Proposed 365 Toll Project
L&G CONSULTING ENGINEERS, INC.

BASIC SERVICES **DESCRIPTION**	**Senior Project Manager**	**Senior Engineer**	**Project Engineer**	**Senior Engineering Tech**	**Engineering Tech**	**Admin/Clerical**	**Total Labor Hrs.**	**Task Cost**
T551 CONCRETE SAFTEY F-SHAPE RAIL (2 OF 2)					1		1	$ 83.70
BD-1 BRIDGE DRAIN					1		1	$ 83.70
IGCS CONTINUOUS SLAB DETAILS					1		1	$ 83.70
IGD PRESTRESSED CONCRETE I-GIRDER DETAILS (1 OF 2)					1		1	$ 83.70
IGD PRESTRESSED CONCRETE I-GIRDER DETAILS (2 OF 2)					1		1	$ 83.70
IGEB ELASTOMERIC BEARING AND GRDER END (1 OF 2)					1		1	$ 83.70
IGEB ELASTOMERIC BEARING AND GRDER END (2 OF 2)					1		1	$ 83.70
IGMS MISCELLANEOUS SLAB DETAIL					1		1	$ 83.70
IGTS THICKEND SLAB END DETAILS					1		1	$ 83.70
MEBRC MINIMUM ERECTION					1		1	$ 83.70
BL BRIDGE LIGHTING DETAILS					1		1	$ 83.70
CSAB CEMENT STABILIZED ABUTMENT BACKFILL					1		1	$ 83.70
CLF-RO 8 FT CHAINLINK FENCE FOR RAILROAD OVERPASS (1 OF 2)					1		1	$ 83.70
CLF-RO 8 FT CHAINLINK FENCE FOR RAILROAD OVERPASS (2 OF 2)					1		1	$ 83.70
CRR CONCRETE RIP RAP (TYPE RR 8 AND RR9)					1		1	$ 83.70
SUB-TOTAL SHEETS - BRIDGE STANDARDS (FOR BOTH L&G AND B2Z)	**0**	**0**	**0**	**0**	**36**	**0**	**36**	**$ 3,013.20**
SUB-TOTAL BRIDGE SHEETS	**4**	**324**	**310**	**218**	**244**	**0**	**1100**	**$ 165,062.60**
VIII. TRAFFIC ITEMS								
FC 162 - SIGNING, PAVEMENT MARKINGS, SIGNALIZATION, AND ILLUMINATION								

EXHIBIT D
FEE SCHEDULE FOR SH 365 TOLL PROJECT - UPDATE PS+E SERVICES
LIMITS:Approx Sta. 956+00 (1,500 feet to either side)
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365 TOLL PROJECT (CSJ: 0921-02-368)
PLANS, SPECIFICATIONS AND ESTIMATE SERVICES
Develop PS&E for Proposed 365 Toll Project
L&G CONSULTING ENGINEERS, INC.

BASIC SERVICES **DESCRIPTION**	**Senior Project Manager**	**Senior Engineer**	**Project Engineer**	**Senior Engineering Tech**	**Engineering Tech**	**Admin/Clerical**	**Total Labor Hrs.**	**Task Cost**
UPDATE SIGNING, PAVEMENT MARKINGS, SIGNALIZATION, AND ILLUMINATION SHEETS AS NEEDED	6	8	12	38	58	8	**130**	**$ 15,270.60**
SUB-TOTAL SHEETS - FC 162 - SIGNING, PAVEMENT MARKINGS, SIGNALIZATION, AND ILLUMINATION	**6**	**8**	**12**	**38**	**58**	**8**	**130**	**$ 15,270.60**
XI. CROSS SECTIONS								
FC 163 - MISCELLANEOUS - CROSS SECTIONS								
154 - CROSS SECTIONS (RDWY & DETENTION) (11X17 SHEETS) **(INCLUDES GEOPAK WORK WITH EARTHWORK CALCULATIONS)**	**20**	**38**	**168**	**0**	**168**		**394**	**$ 55,672.90**
SUB-TOTAL - FC 163 - MISCELLANEOUS - CROSS SECTIONS (L&G ENGINEERING)	**20**	**38**	**168**	**0**	**168**	**0**	**394**	**$ 55,672.90**
GRAND TOTAL	**82**	**433**	**597**	**418**	**665**	**30**	**2225**	**$ 314,738.35**
HOURS SUB-TOTALS	**82**	**433**	**597**	**418**	**665**	**30**	**2,225**	
LABOR RATE PER HOUR	$ 254.20	$ 193.75	$ 173.60	$ 124.00	$ 83.70	$ 68.20		
DIRECT LABOR COSTS	$ 20,844.40	$ 83,893.75	$ 103,639.20	$ 51,832.00	$ 55,660.50	$ 2,046.00	$ 317,915.85	
TOTAL	**$ 20,844.40**	**$ 83,893.75**	**$ 103,639.20**	**$ 51,832.00**	**$ 55,660.50**	**$ 2,046.00**	**$ 317,915.85**	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	**6.56%**	**26.39%**	**32.60%**	**16.30%**	**17.51%**	**0.64%**	**100.00%**	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	**3.69%**	**19.46%**	**26.83%**	**18.79%**	**29.89%**	**1.35%**	**100.00%**	

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365 TOLL PROJECT (CSJ: 0921-02-368)
PLANS, SPECIFICATIONS AND ESTIMATE SERVICES
Develop PS&E for Proposed 365 Toll Project
L&G CONSULTING ENGINEERS, INC.

BASIC SERVICES **DESCRIPTION**	**Senior Project Manager**	**Senior Engineer**	**Project Engineer**	**Senior Engineering Tech**	**Engineering Tech**	**Admin/Clerical**	**Total Labor Hrs.**	**Task Cost**
SUB-CONSULTANTS SUMMARY								
L&G SPECIAL SERVICES AND DIRECT EXPENSES								
TOTAL SPL SRVCS-L&G ENGINEERING (SCHEMATIC RE-DESIGN) (SEE ATTACHMENT E-1)								**$ 125,271.00**
TOTAL DIRECT EXPENSES (FROM BELOW)								**$ 61.60**
GRAND TOTAL - INCLUDING DIRECT EXPENSES								**$ 440,070.95**
DIRECT EXPENSES								
MILEAGE 4 TRIP x 28 MI / TRIP @ $0.55/mile								**$ 61.60**
TOTAL DIRECT EXPENSES								**$ 61.60**

EXHIBIT D

FEE SCHEDULE FOR 365 TOLL PROJECT - UPDATE PS+E SERVICES

LIMITS: Approx. Sta. 956+00 (1,500 feet to either side)

L G CONSULTING ENGINEERS, INC.

365 TOLL PROJECT (CSJ: 0921-02-368)

PLANS, SPECIFICATIONS AND ESTIMATE SERVICES

Update PS&E for Proposed 365 Toll Project

L&G CONSULTING ENGINEERS, INC.

SPECIAL SERVICES (SCHEMATIC RE-DESIGN : VE & PM RECOMMENDATIONS) **DESCRIPTION**	**Senior Project Manager**	**Senior Engineer**	**Senior Engineering Tech**	**Engineering Tech**	**Admin/Clerical**	**Total Labor Hrs.**	**Task Cost**
FC 160 - SCHEMATIC REDESIGN (VE & PM RECOMMENDATIONS)							
ADJUSTMENTS NEEDED AT HCID#2 Irrigation Crossing (ML & FR)	10	14	36			60	$ 9,718.50
MODIFY BRIDGE TYPICAL SECTIONS (ML & FR)	8	10	36	56		110	$ 13,122.30
REVISED CROSS SECTIONS (ML & FR)	16	20	60	142		238	$ 27,267.60
REVISE PLAN VIEW (BRIDGE SPANS & LANE RECONFIGURATIONS)	12	18	40	56		126	$ 16,185.10
REVISE PROFILE (BRIDGE SPANS & LANE RECONFIGURATIONS)	20	16	58	36		130	$ 18,389.20
REVISE SCHEMATIC TO DISPLAY ULTIMATE & PHASE I	20	26	76	128		250	$ 30,259.10
MEETINGS & COORDINATION w/ TxDOT, HCID#2, HCRMA	10	16	18		36	80	$ 10,329.20
SUB-TOTAL - FC 160 - SCHEMATIC REDESIGN (VE & PM RECOMMENDATIONS)	**96**	**120**	**324**	**418**	**36**	**994**	**$ 125,271.00**
GRAND TOTAL	**96**	**120**	**324**	**418**	**36**	**994**	**$ 125,271.00**
HOURS SUB-TOTALS	**96**	**120**	**324**	**418**	**36**	**994**	
LABOR RATE PER HOUR	$ 254.20	$ 193.75	$ 124.00	$ 83.70	$ 68.20		
DIRECT LABOR COSTS	$ 24,403.20	$ 23,250.00	$ 40,176.00	$ 34,986.60	$ 2,455.20	$ 125,271.00	
TOTAL	**$ 24,403.20**	**$ 23,250.00**	**$ 40,176.00**	**$ 34,986.60**	**$ 2,455.20**	**$ 125,271.00**	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	**19.48%**	**18.56%**	**32.07%**	**27.93%**	**1.96%**	**100.00%**	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	**9.66%**	**12.07%**	**32.60%**	**42.05%**	**3.62%**	**100.00%**	
GRAND TOTAL							**$ 125,271.00**

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: _____ Assigned Goal: 12.2% Prime Provider L&G Consulting Engineers, Inc.

Work Authorization (WA) #: 6 WA Amount: **$440,070.95** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
FC 160's – Misc Roadway / Brg / Drn / XSs	**$ 440,070.95**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$ 440,070.95**

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

Provider Name: L&G Consulting Engineers, Inc. **Address: 2100 W. Expressway 83, Mercedes, TX 78570** **VID Number:** **PH: (956) 565-9813 FX: (956) 565-9018** **Email:**	**Name:** Jacinto Garza, P.E ***(Please Print)*** **Title:** President **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH:; FX:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**

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

HIDALGO COUNTY REGIONAL MOBILITY

AUTHORITY BOARD RESOLUTION No. 2021-24

APPROVAL OF CONTRACT AMENDMENT NUMBER 2 TO THE PROFESSIONAL SERVICE AGREEMENT WITH L&G ENGINEERING TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 6

THIS RESOLUTION is adopted this 27th of July 2021 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 April 13, 2011, the Authority awarded a Professional Service Agreement for engineering services to L&G Engineering (the "Consultant") for design work, including plans, specifications, and estimates, for the Trade Corridor Connector ("SH 365/TCC") and on May 2, 2012, by Resolution 2012-10, the Authority amended and restated that agreement (the "Amended and Restated Agreement") in the maximum payable amount of $5,887,542.43; and

WHEREAS, on May 2, 2012, the Authority Approved Resolution 2012-10 Work Authorization 1 under the Amended and Restated Agreement in the amount of $998,837.67; and

WHEREAS, on October 28, 2012, the Authority approved Resolution 2012-30 Work Authorization 1 Supplemental 1 to the Amended and Restated Agreement to perform preliminary engineering services for SH 365 from FM 396 to FM 1016 in the amount of $310,893.87; and

WHEREAS, on November 21, 2012, the Authority approved Resolution 2012-36 the Amended and Restated professional service agreement with the Consultant to prepare plans, specifications and estimates for the revised SH 365 project limits from FM 1016 to East of McColl Road (Project Station 986+00) and to revise the DBE/HUB reporting requirements in the amount of $27,558.89 for a revised maximum payable amount of $5,915,101.32; and

WHEREAS, on November 20, 2013, the Authority approved Resolution 2013-58 Work Authorization 2 to the Amended and Restated Professional Service Agreement with the Consultant to provide bridge layouts and geotechnical investigation for the proposed structure over the International Boundaries and Water Commission Interior Floodway in the amount of $288,223.86 was approved; whereas only $283,023.23 was expended ; and

WHEREAS, on December 18, 2013, the Authority approved Resolution 2013-64 Work Authorization 3 to the Professional Service Agreement in the amount of $3,719,885.81 for final plans, specifications and estimates for the State Highway 365 Project from McColl Road to FM 396; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-42 Work Authorization 2 Supplemental 1 to the Professional Service Agreement with the Consultant for a no-cost time extension to provide bridge layouts and geotechnical investigation for the proposed structure over the International Boundaries and Water Commission Interior Floodway; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-43 Work Authorization 3 Supplemental 1 to the Professional Service Agreement with the Consultant for a no-cost time extension to provide final plans, specifications and estimates for the State Highway 365 Project; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-81 Work Authorization 2 Supplemental 2 to the Professional Service Agreement with the Consultant for a no-cost time extension to provide bridge layouts and geotechnical investigation for the proposed structure over the International Boundaries and Water Commission Interior Floodway; and

WHEREAS, on December 15, 2015, the Authority approved Resolution 2015-82 Work Authorization 3 Supplemental 2 to the Professional Service Agreement with the Consultant for a no-cost time extension to provide final plans, specifications and estimates for the State Highway 365 Project; and

WHEREAS, on February 23, 2016 the Authority has approved Resolution 2016-18 Work Authorization 3 Supplemental 3 to the Professional Service Agreement with L&G Engineering to revise the Plans, Specifications and Estimates to include concrete pavement for the State Highway 365 Segment 2 Project in the amount of $117,011.65; and

WHEREAS, on June 28, 2016 the Authority has approved Resolution 2016-84 Work Authorization 3 Supplemental 4 to the Professional Service Agreement with L&G Engineering to revise the Final Plans, Specifications and Estimates for the State Highway 365 Segment 2 Project in the amount of $34,839.78; and

WHEREAS, on June 28, 2016 the Authority approved Resolution 2016-103 Work Authorization 2 Supplemental 3 to the Professional Service Agreement with L&G Engineering for a no-cost time extension to provide the International Boundaries and Water Commission bridge layouts for the 365 Tollway Project; and

WHEREAS, on January 28, 2017 the Authority approved Resolution 2017-04 Work Authorization 3 Supplemental 5 to the Professional Service Agreement with L&G Engineering for Anzalduas Bridge Proposed Illumination for the 365 Tollway Segment 2 Project in the amount of $27,301.03; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-12 Work Authorization 3 Supplemental 6 to the Professional Service Agreement with L&G Engineering for a no cost time extension; and

WHEREAS, on March 28, 2017 the Authority approved Resolution 2017-33 Work Authorization 2 Supplemental 4 to the Professional Service Agreement with L&G Engineering for a no cost time extension; and

WHEREAS, on October 24, 2017 the Authority approved Resolution 2017-86 Approval of Work Authorization Number 5 to the Professional Service Agreement with L&G Engineering to provide digital cross-section for use as part of the 365 Tollway bid documents in the amount of $5,470.88; and

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-26 Approval of Contract Amendment Number 1 to the Professional Service Agreement with L&G Engineering for a no-cost time extension to provide plans, specifications, and estimates for the 365 Tollway Project, Segments 2 & 4; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-24 Approval of Contract Amendment Number 2 to the Professional Service Agreement with L&G Engineering to increase and the maximum payable amount for Work Authorization Number 6 in the amount of $22,233.55.

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

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

Section 2. The Board hereby approves Resolution 2021-24 to the Professional Service Agreement with L&G Engineering for Contract Amendment 2 for $22,233.55 and Work Authorization 6 in the amount of $440,070.95, for a revised maximum payable amount of $5,937,334.87; hereto attached as Exhibit A.

Section 3. The Board hereby authorizes the Executive Director to execute Contract Amendment 2 as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 27th of July 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

CONTRACT AMENDMENT NO. 2
TO PROFESSIONAL SERVICE AGREEMENT
WITH L&G ENGINEERING
FOR PS&E FOR THE 365 TOLLWAY PROJECT

TO THE AMENDED AND RESTATED
PROFESSIONAL SERVICE AGREEMENT
WITH L&G ENGINEERING

SUPPLEMENTAL AGREEMENT NO. 2
TO PROFESSIONAL SERVICES
AGREEMENT FOR ENGINEERING / DESIGN SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 2 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Attachment A General Provisions Section 6 Supplemental Agreements 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 the Agreement are hereby amended as follows:

Article II Agreement Period
This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on August 31, 2022.

Article III Compensation
The maximum amount payable under this contract amended from $5,915,101.32 to $5,937,334.87 (a $22,233.55 increase) due to inclusion of updated rate sheets in Amended Attachment E-2 and additional scope in Work Authorization No. 6 in the amount of $440,070.95.

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

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

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
_____	Executive Director
(Title)	(Title)
_____	_____
(Date)	**(Date)**

Amended Attachment E-2 Rate Sheets

Amended

ATTACHMENT E-2. RATE SHEETS

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

PRIME OR SUBPROVIDER NAME: L&G Consulting Engineers, Inc.

Audited Overhead Rate FY 2019

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 20
Senior Project Manager	$ 82.00	$ 254.20
Right-of-Way Administrator	$ 63.00	$ 195.30
Engineer - Senior Engineer	$ 62.50	$ 193.75
Geotechnical Engineer	$ 56.00	$ 173.60
Senior Environmental Scientist / Specialist	$ 56.00	$ 173.60
Engineer - Project Engineer	$ 56.00	$ 173.60
Right-of-Way Negotiator	$ 43.00	$ 133.30
Senior Engineer Tech	$ 40.00	$ 124.00
Engineering Lab Manager	$ 38.00	$ 117.80
Utility Coordinator	$ 38.00	$ 117.80
Senior Project Inspector	$ 38.00	$ 117.80
Record Keeper	$ 32.00	$ 99.20
Project Inspector	$ 30.00	$ 93.00
Environmental Planner/Specialist	$ 29.00	$ 89.90
Engineering Tech / GIS	$ 27.00	$ 83.70
Admin/Clerical	$ 22.00	$ 68.20
Soil & Aggregate Technician	$ 22.00	$ 68.20
Concrete Technician	$ 22.00	$ 68.20
Asphalt Technician	$ 22.00	$ 68.20

Negotiated Overhead Rate: 176.60%
Negotiated Profit Rate: 12.00%
Multiplier: 3.10

Other Direct Expenses:	Cost:
Lodging	$96/night
Meals	$55/day
Mileage	$0.575/mile
Car Rental	$75.00/day
8 1/2" X 11" copies (B&W)	$.50/ea
11" X 17" copies (B&W)	$.75/ea
11" X 17" Mylar	$2.00/ea
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$38.00/Each
Air Travel	At Cost

Direct Labor			100.00%
Overhead Rate			**176.60%**
1). Direct Labor + Overhead	276.60		276.60%
2). Profit Rate	0.12		**12.00%**
3). Profit on DL and OH = [1). X 2).] =	33.192	33.192	33.1920
4). Multiplier = [1). + 3).]/100	3.09792	3.09792	3.097920
5). Multiplier = Round to 2 Sig. Digits for Rounding Errors			**3.1000**

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING SERVICES			
Direct Expenses			
Geotechnical Field Services			**2020**
Mobilization (Drill Rig and Crew)			$468.56/Day
Stand-By Time			$206.01/Hr
Texas Cone Penetration Test (Tex-132)			$5.89/Ea.
Soil Boring / Solid Stem			$32.97/Lf
Soil Boring / Hollow Stem			$32.97/Lf
Soil Boring / Mud Rotary			$32.97/Lf
Support Truck			$1.75/Mi.
Piezometer / Monitoring Well			**By Quote**
Soil Testing			**2020**
Determination of Liquid Limit of Soils - Tex-104-E			$56.38/Ea.
Determination of Plastic Limit of Soils - Tex-105-E			$56.62/Ea.
Atterberg Limits of Soils - ASTM D 4318/Tex-106-E			$84.51/Ea.
Bar Linear Shrinkage of Soils - Tex-107-E			$70.51/Ea.
Particle Size Analysis of Soils (Gradation) - ASTM D 422/Tex-110-E			$101.59/Ea.
Material Finer #200 Sieve - ASTM D 1140/Tex-111-E			$70.51/Ea.
Lime Series Testing (PI Relation) - Tex-112-E			$507.07/Ea.
Lime Series Testing (pH Relation) - Tex-121-E (Part III)			$549.97/Ea.
Moisture-Density Relationship (TxDOT) - Tex-113-E /Tex-114-E			$225.54/Ea.
Standard Proctor - ASTM D 698			$218.35/Ea.
Standard Proctor Soil-Cement - ASTM D 558			$257.50/Ea.
Modified Proctor - ASTM D 1557			$225.45/Ea.
Field Density Test (Nuclear) - ASTM D 6938/Tex-115-E			$25.37/Ea.
Compressive Strength Soil-Cement Cyl. – ASTM D 1633 (Method A)			$87.55/Ea.
Determination of Soil pH - Tex-128-E			$91.66/Ea.
Soil-Lime Testing - Tex-121-E (Part I)			$169.15/Ea.
Resistivity of Soils - Tex-129-E			$102.54/Ea.
Sulfate Content of Soils - Tex-145-E			$91.66/Ea.
Texas Wet Ball Mill (Material Quality) - Tex-116-E			$246.72/Ea.
Triaxial Compression (Dist. Soil & Base) - Tex-117-E			$371.32/Ea.
Unconfined Compression-Soil - ASTM D 2166			$52.99/Ea.
Uniaxial Compression-Rock - ASTM D 7012			$56.52/Ea.
Consolidation Test - ASTM D 2435			$553.27/Ea.
Organic Content – ASTM D 2974 (Method C)			$87.55/Ea.
Dispersive Charateristics of Soil (Double Hydrometer) – ASTM D4221			$154.50/Ea.
Dispersive Charateristics of Soil (Crumb Test) – ASTM D6572			$56.55/Ea.
Classification Of Dispersive Clay (Pinhole Test) – ASTM D4647			$154.50/Ea.
Coarse & Fine Aggregate Quality Testing			**2020**
Sieve Analysis (Dry)(4 Sieves) - ASTM C 136/Tex-200-F			$63.37/Ea.
Sieve Analysis (Washed)(4 Sieve) - ASTM C 136/Tex-200-F			$76.67/Ea.
Sieve Analysis (Conc. Aggregate)(5 Sieve) - Tex-401-A			$90.18/Ea.
Sieve Analysis (Additional Sieves) - All Methods			$14.12/Ea.
Deleterious Material (Coarse Aggr.) - Tex-217-F (Part I)			$49.34/Ea.
Deleterious Material (Concrete Aggr.) - Tex-413-A			$49.34/Ea.
Decantation (Coarse Aggr.) - Tex-217-F (Part II)			$49.34/Ea.
Decantation Test (Fine Aggr. - Conc.) - ASTM C 117/Tex-406-A			$49.34/Ea.
Specific Gravity/Absorp. (Conc. Aggr) - ASTM C127/Tex-403-A			$77.44/Ea.
L.A. Abrasion - ASTM C131/ Tex-410-A			$598.93/Ea.
Soundness (5 Cycle Magnesium Sulfate) - ASTM C 88/Tex-411-A			$598.93/Ea.
SSD Unit Weight of Aggregates - ASTM C29/Tex-404-A			$70.51/Ea.

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

Percent Voids/Solids in Conc. Aggr. - Tex-405-A			$14.06/Ea
*(In Conjunction w/ SSD Unit Wt of Aggregates)			
Sand Equivalent - ASTM D 2419/Tex-203-F			$77.44/Ea.
Specific Gravity / Absorption (Fine Aggr.) - ASTM C 128/Tex -403-A			$84.52/Ea.
Organic Impurities in Fine Aggregate -ASTM C 87/Tex -408-A			$49.34/Ea.
Fineness Modulus of Fine Aggregate - Tex-402-A			$16.92/Ea.
Flat & Elongated Particles (Coarse Aggr.) - Tex-280-F			$63.65/Ea.
Coarse Aggr. Crushed Face (Coarse Aggr.) - Tex-460-A (Part I)			$84.87/Ea.
Acid Insoluble of Fine Aggregate - Tex-612-J			$91.66/Ea.
Pavement Testing (Mix & Roadway) / Asphalt Quality			**2019**
Sieve Analysis (Paving Mix Gradation) - Tex-236-F/Tex-200-F			$95.48/Ea.
Asphalt Content - Tex-236-F			$95.48/Ea.
Voids in Mineral Aggr. (VMA) - Tex-207-F			$116.70/Ea.
Boil Test (Effect of Water on Paving Mix) - Tex-530-C/Tex-531-C			$91.66/Ea.
Indirect Tensile Strength Test - Tex-226-F			$636.54/Ea.
Moisture Content (Paving Mix) - Tex-212-F (Part II)			$15.91/Ea.
Lab Molded Density - Tex-207-F			$84.87/Ea.
Hamburg Wheel Tracker - Tex-242-F			$954.81/Ea.
Field Coring – ACP Thickness - ASTM D 3549			$70.51/Ea.
Pavement Thickness Det. (Full Depth) - ASTM D 3549			$93.83/Ea.
Density of Cores (4 or 6 inch) (Set of 2) - Tex-207-F			$77.49/Ea.
In-Place Air Voids - Tex-207-F			$26.52/Ea.
Maximum Theoretical SPG (Rice Gravity) - Tex-227-F			$95.48/Ea.
Extraction/Sieve Analysis/Asphalt Content - Tex-210-F/Tex-200-F			$246.63/Ea.
Asphalt Rolling Pattern (Nuclear Method) - Tex-207-F (Part IV)			$42.29/Ea.
Segregation Profile - Tex-207-F (Part V)			$318.27/Ea.
Joint Density - Tex-207-F (Part VII)			$318.27/Ea.
Tack Coat Adhesion - Tex-243-F			$106.09/Ea.
Thermal Profile - Tex-244-F			$185.66/Ea.
Ride Quality - Tex-1001-S			**By Quote**
Pavement Investigation (All Inclusive – QA Verification Field Sample) ~			
Includes Core Exist. Asphalt for Thick. Perform Caliche Base Thick.,			
Sieve Analysis & P.I., Stabilized Subgrade Thickness & P.I			$528.41/Ea.
Concrete/Masonry Field & Laboratory Testing			**2020**
Temperature Test (Fresh Mix Conc.) – ASTM C 1064/Tex-422-A			No Charge
Slump Test - ASTM C 143/Tex-415-A			No Charge
Air Content (Pressure Method) - ASTM C 231/Tex-416-A			$25.32/Ea.
Air Content (Volumetric) - ASTM C 173			$28.18/Ea.
Casting of Concrete Cylinders - ASTM C 31/Tex-447-A			No Charge
Cylindrical Specimen Prep./Hold/Cure - ASTM C 192/ Tex-447-A			$12.73/Ea.
Compressive Strength of Cyl. Specimen - ASTM C 39/Tex-418-A			$16.89/Ea.
Casting of Grout Prisms - ASTM C 1019			No Charge
Grout Prism Prep./Cure/Comp. Strength - ASTM C 39			$35.26/Ea.
Casting of Mortar Cubes - ASTM C 780			No Charge
Mortar Cube Prep./Cure/Comp. Strength - ASTM C 109			$34.45/Ea.
Masonry Unit Prep. /Comp. Str. (Set of 3) - ASTM C 140			$246.56/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3) - ASTM C 140			$246.56/Ea.
***(In Conjunction w/ Field Inspection)**			
Miscellaneous Testing			**2020**
Drilled Shaft Slurry Density - Tex-130-E (Part II)			$26.52/Ea.
Drilled Shaft Slurry Sand Content - Tex-130-E (Part III)			$21.22/Ea.
Drilled Shaft Slurry Viscosity - Tex-130-E (Part IV)			$26.53/Ea.
Engineering Review, Evaluation, Management & Administration			**2020**
Test Report			$25.03/Ea.

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

The specific hourly rate within each classification listed under Labor/Staff Classification depends on the experience, training and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.			
Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.			
All other project specific, third-party costs will be charged at cost plus 10 percent.			

Contract Rates include labor, overhead, and profit.

All rates are negotiated rates and are not subject to change or adjustment except as shown above.

For Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours required. Rates billed should correspond to the fiscal or calendar year, if applicable, in which the hours were worked. If rates by year are are included, the rates for the last year shown apply to all later years. If only one set of rates is included, with no year designation, the rates shown apply to all later years.

For Lump Sum Payment Basis - Physical percent complete to be billed. Documentation of hours not required. Any staffing or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-25

CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION 4 TO THE PROFESSIONAL SERVICE AGREEMNT WITH SAENZ OIL & GAS SERVICES, LLC FOR LONESTAR PIPELINE RELOCATION MITIGATION IN THE 365 TOLLWAY PROJECT.

THIS RESOLUTION is adopted this 22nd day of June 2021 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 September 26, 2017, the Authority approved Resolution 2017-78, Professional Services Agreement with Saenz Oil & Gas Services, LLC to provide Utility Engineering Services to the Hidalgo County Regional Mobility Authority in the not to exceed amount of $52,091.90;

WHEREAS, the Authority approved Resolution 2019-20 Contract Amendment Number 1 to the Professional Services Agreement with Saenz Oil & Gas Services, LLC for a no cost time extension; and

WHEREAS, the Authority approved Resolution 2019-21 Work Authorization Number 2 in the amount of $21,991.20 for utility engineering service support on the 365 Tollway Project; and

WHEREAS, the underlying project that is the subject of the Professional Services Agreement has been delayed, resulting in a suspension of Work Authorization Number 1 and Number 2; and

WHEREAS, on March 23, 2021, the Authority approved Resolution 2021-08, to amend and restate the Professional Services Agreement for Engineering/Design Services with Saenz Oil & Gas Services, LLC and issue Work Authorization Number 3 in the amount of $2,940.00 for a revised maximumpayable amount of $77,023.10;

WHEREAS, the Authority finds it necessary to approve Resolution 2021-25 Approval of Work Authorization 4 to the Professional Service Agreement with Saenz Oil & Gas Services, LLC for Lonestar Pipeline Relocation Mitigation in the 365 Tollway Project in the amount of $ 465,740.75.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORSOF 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 Resolution 2021-25 for Work Authorization 4 to the Professional Service Agreement with Saenz Oil & Gas Services, LLC to increase in the amount of $ 465,740.75 ; hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Work Authorization 4 to the Professional Service Agreement with Saenz Oil & Gas Services LLC.,as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 22nd day of June 2021, at which meeting a quorum was present.

Forrest Runnels, Vice Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

WORK AUTHORIZATION #4

TO

PROFESSIONAL SERVICE AGREEMENT WITH

SAENZ OIL & GAS SERVICES, LLC.

♦Contract No. 07-E40-17-10♦

Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)

High Pressure Gas Line
Relocation
Engineering, Design, &
Inspection Services

Work Authorization No. 4

June 22, 2021

Saenz Oil & Gas Services, LLC

ATTACHMENT D-1

WORK AUTHORIZATION NO.___4__
AGREEMENT FOR ENGINEERING SERVICES

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

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

PART II. The maximum amount payable under this Work Authorization is $465,740.75 and the method of payment is LUMP SUM as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Proposal, which is attached and made a part of this Work Authorization.

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

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on January 21, 2022, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

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

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

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	Name: Alfredo Saenz, Jr., P.E.
(Printed Name)	(Printed Name)
_____	Title: President
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

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

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

GENERAL

This contract will include the following items of work which may have overlap due to accelerated schedule:

APD Coordination with **AUTHORITY** for Final Environmental documentation

PS&E P.S. & E. Development

The **AUTHORITY** will provide the following general items.

1. Authorization to begin work.
2. Timely payment for work performed by the **Engineer** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project.
5. Review and approve the **Engineer**'s progress schedule with milestone activities and/or deliverables identified.
6. Provide timely review and decisions in accordance with **TxDOT's Advanced Funding Agreement for SH365** in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule identified in Attachment F.
7. Request Project CSJ's from TxDOT.

ROUTE AND DESIGN STUDIES (FC 110)

The **AUTHORITY** will provide the following:

Design Criteria

1. Attend Design Concept Conference to approve design criteria.
2. Review/approve Design Summary Report.
3. Attend and participate in the Value Engineering Study

Schematic Update

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

SOC, ECO AND ENVIRON STUDIES & PUBLIC INVOLVEMENT (FC 120)
The **AUTHORITY** will provide the Environmental Document and electronic Constraints map for the project for development of the Environmental Permits, Issues and Commitments (EPIC) sheets and any other compliance issues.

RIGHT-OF-WAY DATA (FC 130)
The **AUTHORITY** will provide the following:

1. Assist the **Engineer**, as necessary, with coordination of any utility relocations that may be required.
2. Ownership Data in a .dgn file
   a. Ownership Information shall be provided for the corridor width.
   b. All utility ownership shall be provided.
3. Parcel plats & Right-of-Way Map.
   a. A ROW map, parcel plats and field notes shall be prepared and furnished.
   b. ROW map and field notes shall be revised as required due to changes in Highway Design, Ownership Changes or Revised Parcel Numbering. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
   c. ROW map must depict all improvements affecting ROW.
   d. ROW map must meet all requirements as specified in TxDOT ROW manuals.
4. Utility Adjustments:
   AUTHORITY (TxDOT as necessary) will execute utility agreements provided by the Engineer for all required utility adjustments.
5. Survey and Stake Right-of-Way
6. Right of Entry to all affected properties located within the project limits.
7. Deliverables: Right of way Map in electronic format (.dgn).

FIELD SURVEYING AND PHOTOGRAMMETRY (FC 150)
The **AUTHORITY** will provide the following:
Deliverables:

1. Survey Control Data Sheets signed and sealed by a RPLS on mylar 11X17 sheets.
2. 2d-planimetric, 3d-digital terrain model in a Microstation (.dgn) format delivered on CD ROM media. Also to be included is the TIN file, and Geopak files utilized and/or generated by Surveyor.
3. One Hard Copy of Field Surveying Book
4. All survey information required for the development of the PS&E for the project.

DRAINAGE (FC 161)
The **AUTHORITY** will provide the following:

1. Timely review/approval of the Hydraulic Study.

MISCELLANEOUS ROADWAY (FC 163)

The **AUTHORITY** will provide the following:

1. Timely review and approval of TCP in coordination with TxDOT.
2. Provide Aesthetic plans and details for project.

MANAGEMENT (FC 164)

The **AUTHORITY** will provide the following:

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

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

The Work to be performed by Saenz Oil & Gas Services, LLC (SOGS) (CONSULTANT) under this agreement with the Hidalgo County Regional Mobility Authority (HCRMA) (AUTHORITY) will cover surveying, engineering, environmental analysis, geotechnical analysis, project/construction management phase services during the length of this Project from design phase to construction phase. This proposal excludes construction phase services and will be submitted via separate proposal agreement. In addi□on, this proposal will cover additional effort associated with any further encroachment evaluations needed to review any changes to the Project as provided by HCRMA.

The **CONSULTANT** will provide the following:

1. **SURVEY PHASE SERVICES:**

A. SURVEY (BOUNDARY & EASEMENT PLATS)

- Boundary site survey to establish existing easement and temporary easement for work space. Each property owner will require easement plat illustrating the existing easement and the temporary work space easement for use during construction. [Assumed. 4 days of Field Boundary Survey: 9 easement plats based on potentially 9 different property owners where the easement traverses].

B. SURVEY (DESIGN, CONSTRUCTION, & AS-BUILT)

- Planimetric/Topo survey, to include one-call needed to have the pipeline Operators field verify via flagging and probing their associated pipeline. It is our understanding that there are other pipelines and utilities within the vicinity of this Project. Survey will not be responsible for probing and or sweeping work area for utility locations, but can be provided as an additional service. One calls will be performed accordingly. [Assumed 4 days of Planimetric Survey].

- Upon NTP for Construction, we will coordinate with the Contractor on Construction staking of the pipeline easement, additional temporary workspace limits, pipeline alignment, and limits of the HDD entry/exit area. [Assumed 2 days of Construction Staking].

- During construction, an as-built survey will be initiated and the plan & profile as-built will be prepared for submittal. This survey process will require onsite survey crew to field survey circumferential welds and pull-back of pipeline; in addition, survey crew will survey cold cut piece and tie-in locations. This scope can be clarified further upon coordination with Lonestar per their specifications. [Assumed 6 days of As-Built, contingent on the construction contractor's progress].

2. **ENGINEERING DESIGN PHASE SERVICES & PROJECT MANAGEMENT:**

A. HDD PIPELINE RELOCATION

- Design plan & profile HDD limits and associated appurtenances; and, submit IFR plans.
- Preparation of civil plan and profile drawing to include associate specifications, associated bill of materials, identification of work areas, and reference to associated industry and/or Lonestar/CAMS standards.
-

B. ASSIST LONESTAR IN THEIR PREPARATION OF THE BID PACKAGE; TO INCLUDE, SUBMITTAL OF IFB DRAWINGS.

- Participation in bid meeting and addressing technical design questions.

C. **ASSIST LONESTAR IN THEIR PREPARATION OF THE CONSTRUCTION PACKAGE; TO INCLUDE, SUBMITTAL OF IFC DRAWINGS**.

- Participation in preconstruction meeting and addressing technical design questions.

D. BID PACKAGE AND CONSTRUCTION MANAGEMENT

- On behalf of Lonestar, CAMS will be preparing the complete bid package and construction package, except SOGS will be providing the HDD design drawings and bill of materials per CAMS review and comments. Refer to the attached proposal from CAMS dated June 9, 2021.

E. GEOTECHNICAL ANALYSIS & REPORT:

- Refer to attached estimate from Tolunay-Wong Engineers, Inc dated May 14, 2021.

F. ENVIRONMENTAL ANALYSIS & REPORT:

- Refer to attached estimate from Landhawk Consulting, LLC dated June 8, 2021.

F. BID PACKAGE, CONSTRUCTION PACKAGE, & CONSTRUCTION

- Refer to attached estimate from CAMS dated June 9, 2021 with detailed task.

EXHIBIT C

WORK SCHEDULE

The CONSULTANT anticipates that work will be performed within 6 months of the Notice to Proceed (NTP).

Deliverable	Duration
Initial Coordination Meeting	W/In 2 Weeks from NTP (July 13, 2021)
Survey Phase Services (Planimetric/Topo & Boundary Survey)	W/In 30 Days from Kick-off Meeting (August 13, 2021)
Geotechnical Field Work & Report	W/In 30 Days from Kick-off Meeting (August 13, 2021)
Environmental Field & Report (IBWC May Require More Duration)	W/In 30 Days from Kick-off Meeting (August 13, 2021)
Engineering Design Phase (HDD IFR Submittal)	30 Days from Survey Topo & Geotech. Report (September 13, 2021)
IBWC Permit Approval (Amendment to Existing Permit)	Tentatively 60 to 90 Days from IFR Submittal (December 12, 2021)
Bid Package Phase	TBD
Construction Package Phase	TBD
NTP for Construction	TBD
Construction Final Acceptance	TBD
As Build & Job Book Submittal	TBD

Notes:
1. Initial survey, geotech, and environmental field work are subject to assistance from HCRMA to coordinate with Land Owners on right of entry permission to access their property to perform these task. HCRMA will provide property documents and easement documents.

EXHIBIT D

SOGS proposes to provide the indicated Scope of Services and Deliverables described above on a Lump Sum Basis for the amount delineated below in accordance with Contract No. 07-E40-17-10.

Survey (Preliminary, Construc□on, & As-Built)	**$43,750.00**
Survey (Boundary & Easement Plats)	**$22,990.00**
Engineering (HDD Design IFR, IFB, & IFC Alignment Drawings)	**$38,500.75**
Engineering (HDD Design IFR, IFB, & IFC Alignment Drawings)	**$285,800.00**
Geotechnical Analysis & Report	**$12,860.00**
Environmental Analysis & Report	**$18,970.00**
Subtotal Project Fee =	**$422,870.75**
SOGS 15% Markup (CAMS Effort Only) =	**$42,870.00**
Total Project Fee =	**$465,740.75**

Our fee for these services does not include sales tax or reimbursable expenses, as applicable. For project related travel expenses, fees and out-of-pocket material expenses such as prin□ng, postage, courier costs, etc., the charges will be billed and paid in accordance with Contract No. 07-E40-17-10.

Mileage will be charged at the current IRS approved rate.

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: 07-E40-17-10 Assigned Goal: 12.2% Prime Provider Saenz Oil & Gas Services, LLC

Work Authorization (WA)#: **4** WA Amount: **$465,740.75** Date: ___ Supplemental Work Authorization (SWA) #:_____ to WA #:_____ SWA Amount: _____

Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Utility/Pipeline Encroachment Engineering Analysis	**$ 465,740.75**
Total Commitment Amount *(Including all additional pages.)*	**$ 465,740.75**

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

Provider Name: Saenz Oil & Gas Services, LLC **Address:** P.O. Box 1108, Rosenberg, Texas 77471**VID Number:** **PH: & FAX:** (832) 491-8656 **Email:** alfredo@saenzoilgas.com	**Name:** Alfredo Saenz, Jr., P.E. ***(Please Print)*** **Title:** President **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**

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

ENGINEERING & SURVEY SERVICES PROPOSAL

HCRMA Toll 365 - Lonestar Pipeline Relocation - Hidalgo Co., Texas

Survey, Engineering, & Project Management for Pipeline Encroachment Mitigation

Prepared For

Hidalgo County Regional Mobility Authority

Prepared By

SAENZ OIL & GAS SERVICES LLC

TBPE FIRM NO. 15144

MAILING ADDRESS:
P.O. BOX 1108
ROSENBERG, TEXAS 77471

PHYSICAL ADDRESS:
11960 BARKER CYPRESS ROAD, SUITE 100
CYPRESS, TEXAS 77433

Date: June 14, 2021

To: Ramon Navarro IV, P.E., C.F.M.
Hidalgo County Regional Mobility Authority
Chief Construction Engineer

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

RE: Engineering & Survey Services Proposal_Rev02
HCRMA Toll 365 - Lonestar Pipeline Relocation - Hidalgo Co., Texas
Survey, Engineering, & Project Management Services for Pipeline Encroachment Mitigation
SOGS Project No. H01-21001

Saenz Oil & Gas Services, LLC (SOGS) appreciates the opportunity to offer the Hidalgo County Regional Mobility Authority (HCRMA) our services for the surveying, engineering design, & project management mitigation associated with adverse impacts on Lonestar Pipeline Company, LLC (Lonestar) 8-inch high-pressure natural gas pipeline. These adverse impacts to the pipeline are caused by the proposed Toll 365 highway construction and drainage improvements crossing the referenced pipeline near Toll 365 Station 818+00 in Hidalgo County, Texas ("Project" hereafter). This proposal covers surveying, engineering, environmental analysis, geotechnical analysis, project/construction management phase services during the length of this Project from design phase to construction phase. This proposal excludes construction phase services and will be submitted via separate proposal agreement. In addition, this proposal will cover additional effort associated with any further encroachment evaluations needed to review any changes to the Project as provided by HCRMA.

BACKGROUND, PURPOSE AND AUTHORIZATION

It is our understanding that the proposed Toll 365 highway consists of elevated embankment fill to construct 70-foot wide total pavement width, proposed frontage roads, and associated combination of open drainage ditches and storm pipe crossing Lonestar's 8-inch pipeline. As part of the Project, the existing North Floodway Levee will be removed, and a new levee will be constructed parallel the Toll 365 highway embankment. The mitigation option selected is to install a new pipeline at a lower elevation via HDD method and remove the existing pipeline where applicable. The relocation is anticipated to be approximately 800 to 1,000 linear feet, subject to preliminary design survey and site visit to evaluate field conditions for constructability assessment.

It is assumed that the Lonestar 8-inch pipeline will be temporarily placed out-of-service per industry safe procedures to allow for new pipeline tie-ins to be performed.

The expectation is to provide a design that is safe for construction, minimizes environmental impacts, and is cost effective for all stakeholders; in accordance with, CFR 192, TAC 21.40, API 1102, and associated Lonestar/CAMS Construction Specification for Land Pipeline Construction; specifically the following sections, LP-02 Survey, LP-011 Road & Rail Crossings, and certain aspects associated with HDD design in section LP-017.

SCOPE OF SERVICE & DELIVERABLES

Based on information gathered from the scope of work description we received, we propose that our scope of services include the services described as follows:

SURVEY PHASE SERVICES:

1. **SURVEY (DESIGN, CONSTRUCTION, & AS-BUILT) = $43,750**
   a) Planimetric/Topo survey, to include one-call needed to have the pipeline Operators field verify via flagging and probing their associated pipeline. It is our understanding that there are other pipelines and utilities within the vicinity of this Project. Survey will not be responsible for probing and or sweeping work area for utility locations, but can be provided as an additional service. One calls will be performed accordingly.
      - Assumed 4 days of Planimetric Survey.

   b) Upon NTP for Construction, we will coordinate with the Contractor on Construction staking of the pipeline easement, additional temporary workspace limits, pipeline alignment, and limits of the HDD entry/exit area.
      - Assumed 2 days of Construction Staking.

   c) During construction, an as-built survey will be initiated and the plan & profile as-built will be prepared for submittal. This survey process will require onsite survey crew to field survey circumferential welds and pull-back of pipeline; in addition, survey crew will survey cold cut piece and tie-in locations. This scope can be clarified further upon coordination with Lonestar per their specifications.
      - Assumed 6 days of As-Built, contingent on the construction contractor's progress.

2. **SURVEY (BOUNDARY & EASEMENT PLATS) = $22,990 (TAXABLE SERVICE)**
   a) Boundary site survey to establish existing easement and temporary easement for work space. Each property owner will require easement plat illustrating the existing easement and the temporary work space easement for use during construction.
      - Assumed 4 days of Field Boundary Survey.
      - Assumed 9 easement plats based on potentially 9 different property owners where the easement traverses.

ENGINEERING DESIGN PHASE SERVICES & PROJECT MANAGEMENT:

3. **HDD PIPELINE RELOCATION = ITEMS 3 THRU 5 = $38,500.75**
   a) Design plan & profile HDD limits and associated appurtenances; and, submit IFR plans.
   b) Preparation of civil plan and profile drawing to include associate specifications, associated bill of materials, identification of work areas, and reference to associated industry and/or Lonestar/CAMS standards.
4. Assist Lonestar in their preparation of the bid package; to include, submittal of IFB drawings.
   a) Participation in bid meeting and addressing technical design questions.
5. Assist Lonestar in their preparation of the construction package; to include, submittal of IFC drawings.
   b) Participation in preconstruction meeting and addressing technical design questions.
6. **Bid Package and Construction Management**
   a) On behalf of Lonestar, CAMS will be preparing the complete bid package and construction package, except SOGS will be providing the HDD design drawings and bill of materials per

CAMS review and comments. Refer to the attached proposal from CAMS dated June 9, 2021 and Item 9 noted below.

GEOTECHNICAL ANALYSIS & REPORT:

7. **GEOTECHNICAL = $12,860**

a) Refer to attached estimate from Tolunay-Wong Engineers, Inc dated May 14, 2021.

ENVIRONMENTAL ANALYSIS & REPORT:

8. **ENVIRONMENTAL = $18,970**

a) Refer to attached estimate from Landhawk Consulting, LLC dated June 8, 2021.

BID PACKAGE, CONSTRUCTION PACKAGE, & CONSTRUCTION MANAGEMENT:

9. **CAMS = $285,800**

a) Refer to attached estimate from CAMS dated June 9, 2021 with detailed task.

PROJECT SCHEDULE:

We are prepared to strive forward toward the achievement of any reasonable project schedule that may be determined appropriate for the Project. We are prepared to begin work immediately after receipt of an executed Work Authorization.

CLIENT PROVIDED INFORMATION

The following items are required from to initiate the Scope of Services and Deliverables on this project, including but not limited to:

1. HCRMA to provide executed issuance of a Work Authorization upon review and approval of this proposal.
2. Lonestar/CAMS shall provide associated in-house standards to be implemented in the design accordingly.
3. Lonestar/CAMS shall provide pipeline alignment and/or as-built drawings, to include pipeline easement document information.
4. HCRMA will provide Land support for temporary work space easement acquisition and site access, to include establishment of existing pipeline easement. SOGS will provide temporary work space plats submitted to HCRMA for their effort in coordination with Land Owner(s).
5. HCRMA to provide CAD files for reference of proposed Toll 365 appurtenances and right of way limits.
6. HCRMA will execute construction contract with selected Contractor and CAMS will perform bid phase services and construction management phase services.

FEES

SOGS proposes to provide the indicated Scope of Services and Deliverables described above on a Lump Sum Basis for the amount delineated below in accordance with Contract No. 07-E40-17-10.

Survey (Preliminary, Construction, & As-Built)	**$43,750.00**
Survey (Boundary & Easement Plats)	**$22,990.00**

Engineering (HDD Design IFR, IFB, & IFC Alignment Drawings)	**$38,500.75**
Engineering (HDD Design IFR, IFB, & IFC Alignment Drawings)	**$285,800.00**
Geotechnical Analysis & Report	**$12,860.00**
Environmental Analysis & Report	**$18,970.00**
	Subtotal Project Fee = $422,870.75
	SOGS 15% Markup (CAMS Effort Only) = $42,870.00
	Total Project Fee = $465,740.75

Our fee for these services does not include sales tax or reimbursable expenses, as applicable. For project-related travel expenses, fees and out-of-pocket material expenses such as printing, postage, courier costs, etc., the charges will be billed and paid in accordance with Contract No. 07-E40-17-10. Mileage will be charged at the current IRS approved rate.

ADDITIONAL SERVICES, IF NEEDED:

Any 'Additional Services', which would require additional compensation to SOGS, must have prior written, and/or electronic, approval by HCRMA.

Regards,
Saenz Oil & Gas Services, LLC

Alfredo Saenz Jr., PE
Project Manager
alfredo@saenzoilgas.com
Cell: (832) 491-8656

HCRMA/Lonestar Pipe
Toll 365 - 8" Lonestar Pipeline Replacement via HDD
SURVEY, ENGINEERING, AND CONSULTING SERVICES
ESTIMATED WORK HOUR / COST BREAKDOWN

	HDD ENGINEERING Design Effort								Sub Consultants & SOGS Management Effort					
	ENGINEERING			DRAFTING										
TASK / DELIVERABLES	Program Manager	PROJECT MANAGER	PROJECT ENGINEER	SENIOR DESIGNER	DRAFTING ASSOCIATE	Project Controls	ADMIN	Total Engineering	Survey (SAM)	Geotech (Tolunay-Wong)	Environmental (Landhawk)	CAMS	Sub Total Cost Per Subconsultants & Per Task	SOGS 15% Markup (CAMS Effort Only)
Preliminary Engineering Assessment	8	20	10	10		8	8	64						
Planimetric Survey (Design Survey)									$ 14,000.00				$ 14,000.00	
Boundary Survey (Easement Plats)									$ 11,495.00				$ 11,495.00	
CAMS Task 1a - Review Prelim Plat & Provide Docs.												$ 8,574.00	$ 8,574.00	$ 1,286.10
Geotech Analysis & Report										$ 12,860.00			$ 12,860.00	
CAMS Task 2b - Review Geotech. Report												$ 5,716.00	$ 5,716.00	$ 857.40
Envi (Threatened/Endangered Species Report)											$ 4,192.00		$ 4,192.00	
Envi (Wetlands Survey & Report)											$ 4,588.00		$ 4,588.00	
Envi (Cultural Resources & Invest. Report)											$ 5,272.00		$ 5,272.00	
Envi (IBWC License Obtainment)											$ 1,634.00		$ 1,634.00	
Envi (GIS Work)											$ 1,650.00		$ 1,650.00	
												Preliminary Engineering Assessment =	**$ 69,981.00**	**$ 2,143.50**
Engineering Design Package Submittal (IFR)	4	13	10	10	15	5	3	60						
Survey (IFR HDD Alignment Drawing)									$ 1,250.00				$ 1,250.00	
CAMS Task 2a - Review IFR, Calcs. & Provide Docs.												$ 14,290.00	$ 14,290.00	$ 2,143.50
Boundary Survey (Easement Plats)									$ 11,495.00				$ 11,495.00	
CAMS Task 1b - Review Final Plat												$ 8,574.00	$ 8,574.00	$ 1,286.10
Envi (IBWC License Obtainment)											$ 1,634.00		$ 1,634.00	
CAMS Task 2c - Review Final Environmental Report												$ 5,716.00	$ 5,716.00	$ 857.40
												Engineering Design Package Submittal (IFR) =	**$ 42,959.00**	**$ 4,287.00**
Bid Package Submittal (IFB)	12	33	20	10	15	13	9	112						
Survey (IFB HDD Alignment Drawing)									$ 1,250.00				$ 1,250.00	
CAMS Task 3a - Review IFB & Calcs.												$ 11,432.00	$ 11,432.00	$ 1,714.80
CAMS Task 3b - Prepare Bid Docs. & Bidders List												$ 34,296.00	$ 34,296.00	$ 5,144.40
CAMS Task 3c - Pre-bid Mtg. & Bid Clarifications												$ 14,290.00	$ 14,290.00	$ 2,143.50
CAMS Task 3d - Bid Evaluation & Recommendation												$ 20,006.00	$ 20,006.00	$ 3,000.90
												Bid Package Submittal (IFB) =	**$ 81,274.00**	**$ 12,003.60**
Construction Package Submittal (IFC)	8	15	10	9	10	10	6	68						
Survey (IFC HDD Alignment Drawing)									$ 1,250.00				$ 1,250.00	
CAMS Task 4a - Review IFC & Calcs.												$ 14,290.00	$ 14,290.00	$ 2,143.50
CAMS Task 3e - Review Construction Contract												$ 20,006.00	$ 20,006.00	$ 3,000.90
CAMS Task 3f - Pre-construction Mtg. & Clarifications												$ 14,290.00	$ 14,290.00	$ 2,143.50
												Construction Package Submittal (IFC) =	**$ 49,836.00**	**$ 7,287.90**
Construction Phase														
CAMS Task 4b.i - Contractor Mobilization												$ 28,580.00	$ 28,580.00	$ 4,287.00
Survey (Construction Staking)									$ 7,000.00				$ 7,000.00	
CAMS Task 4b.ii - Complete Pre-pullback Hydrotest												$ 28,580.00	$ 28,580.00	$ 4,287.00
CAMS Task 4b.iii - Complete All Field Work												$ 28,580.00	$ 28,580.00	$ 4,287.00
Survey (As-Built)									$ 19,000.00				$ 19,000.00	
CAMS Task 4b.iiii - Final Acceptance												$ 28,580.00	$ 28,580.00	$ 4,287.00
												Construction Phase =	**$ 140,320.00**	**$ 17,148.00**
Total Man-Hours (HDD Engineering)	**32**	**80**	**50**	**39**	**40**	**36**	**26**	**Engineering**	**Survey**	**Geotech**	**Environmental**	**CAMS**	**Total Subs**	**Total Project**
Labor Rate	$ 190.12	$ 165.62	$ 147.00	$ 103.88	$ 92.12	$ 73.50	$ 54.88							
Project Labor Cost	$ 6,083.84	$ 13,249.60	$ 7,350.00	$ 4,059.63	$ 3,684.80	$ 2,646.00	$ 1,426.88		$ 66,740.00	$ 12,860.00	$ 18,970.00	$ 285,800.00	$ 384,370.00	$ 42,870.00
Non-Labor Cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -							
Expenses (Per Diem, Repro, CAD, Travel, Supplies, Etc)														
Total Project Cost	**$ 6,083.84**	**$ 13,249.60**	**$ 7,350.00**	**$ 4,059.63**	**$ 3,684.80**	**$ 2,646.00**	**$ 1,426.88**	**$ 38,500.75**	**$ 66,740.00**	**$ 12,860.00**	**$ 18,970.00**	**$ 285,800.00**	**$ 384,370.00**	**$ 465,740.75**

Description:

1. **Effort includes time to manage subs and overhead to prepare invoices for processing payment.**
2. **CAMS's task are per proposal dated June 9, 2021 and associated clarifications noted by CAMS in this proposal.**
3. **Invoicing will be based on percent complete per each task and deliverable.**

CAMS
Consolidated Asset Management Services

June 14, 2021 **REVISED PROPOSAL**

Mr. Alfredo Saenz Jr., PE
Saenz Oil & Gas Services
PO Box 1108
Rosenberg, TX 77471

RE: ENGINEERING, QA/QC, CONSTRUCTION AND PROJECT MANAGEMENT SERVICES FOR THE RELOCATION OF LONESTAR PIPELINE – HCRMA SH-365 TOLL ROAD PROJECT

Mr. Saenz:

This revised letter and proposal is in response to the request of Saenz Oil & Gas (SOGS) on behalf of the HCRMA for the relocation of the Lonestar Pipeline due to the proposed SH-365 Toll Project. CAMS Midstream Services (CAMS) and M&H Engineering Services (as a subcontractor to CAMS Midstream) propose to provide the various services outlined in your request for proposal dated May 24, 2021. CAMS is pleased to provide the following proposal for services and costs to support the engineering, QA/QC, construction and project management for the subject relocation.

Based on scope of work provided by SOGS to CAMS on May 24th, CAMS' proposal shall include the following, except as clarified below, some of which shall be provide by a licensed Texas Professional Engineer:

ISSUED FOR REVIEW PHASE:

1. **SURVEY (PLANIMETRIC/TOPO & BOUNDARY FOR CONSTRUCTION EASEMENT PLAT)**
   a) **Task(s):** Review the initial draft easement plat as it relates to the existing permanent easement description and temporary work space limits as noted on the plat. Provide recorded documents of the existing easement within this project limits and any other pertinent permits/right-of-way agreements. Provide pipeline alignment and/or as-built drawings.
   b) **Task(s):** Review the final easement plat as it relates to the existing permanent easement description and temporary work space limits as noted on the plat; and, verify all previous comments were addressed.

2. **ALIGNMENT DRAWING (HDD DESIGN), GEOTECHNICAL REPORT, & ENVIRONMENTAL REPORT**
   a) **Task(s):** Review and provide comments on the IFR HDD design drawing to verify accordance with specifications, standards, applicable regulatory requirements, constructability, stress analysis, and other CAMS applied QA/QC specifications per current standards. Provide internal bid documents to be applied in IFB phase.

b) **Task(s):** Review and provide comments on the geotechnical report.
c) **Task(s):** Review and provide comments on the environmental report.

ISSUED FOR BID PHASE:

3. **ALIGNMENT DRAWING (HDD DESIGN) & BID DOCUMENTS**
   a) **Task(s):** Review and provide comments on the IFB HDD design drawing to verify accordance with specifications per IFR comments, bill of materials and other CAMS applied QA/QC specifications per current standards.
   b) **Task(s):** Review and provide comments on bid documents and other CAMS applied QA/QC specifications for bidding process. Provide recommended list of Contractors and provide documents that selected Contractors are on CAMS approved vendor list.
   c) **Task(s):** Participate in pre-bid meeting and in addressing questions/clarifications from Contractors.
   d) **Task(s):** Review and approve qualified selected Contractor; to include, provide bid tabulation and letter of recommendation for the selected Contractor. Selected Contractor shall provide construction schedule for review and approval by SOGS, HCRMA, and CAMS.
   e) **Task(s):** Assist in reviewing the contract for construction between the selected Contractor and HCRMA.
   f) **Task(s):** Participate in pre-construction meeting and in addressing questions/clarifications from Contractors.

ISSUED FOR CONSTRUCTION PHASE:

4. **ALIGNMENT DRAWING (HDD DESIGN) & BID DOCUMENTS**
   a) **Task(s):** Review and provide comments on the IFC HDD design drawing to verify accordance with specifications per IFB comments, bill of materials and other CAMS applied QA/QC specifications per current standards. These changes to the IFC are either based on comments or clarifications presented during the bid phase. Any major changes to the IFC drawings will be amendment and may require a scope change in the Contractor's bid.
   b) **Task(s):** CAMS will provide Construction Management services (construction manager and qualified site inspector(s)).
      i. As per CAMS "Construction Specification for Land Pipeline Construction", CAMS's construction manager and/or site inspector will be responsible for assuring project Contractor and construction activities are in accordance with bid construction documents and all applicable construction standards; to include, industry regulations standards, preparation of job plan, and safety of the on-site project.
      ii. Coordinate progress meetings with SOGS, Surveyor, Inspector, and Contractor regarding work reports, schedule, billing statements, redlined drawings for assembly of final as-built construction documents.
      iii. Responsibly execute Final Acceptance of the project construction; to include but not limited to acceptance of welding procedures performed and hydrostatic testing performed in coordination between the Contractor and CAMS.

SOGS Provided Information

The following items and services will be provided by SOGS as requested:

1. During Construction Phase, SOGS will provide timely engineering assistance in tasks associated specifically with the HDD design. For example, after pilot hole is completed, CAMS shall provide SOGS the drill profile for review and approval to verify stress analysis and other HDD aspects are in compliance.

    a) Upon NTP for Construction, SOGS will coordinate with CAMS on Construction staking of the pipeline easement, additional temporary workspace limits, pipeline alignment, and limits of the HDD entry/exit area.
        - Not to exceed 2 days of Construction Staking.

    b) During construction, an as-built survey will be initiated and the plan & profile as-built will be prepared for submittal. This survey process will require onsite survey crew to field survey circumferential welds and pull-back of pipeline; in addition, survey crew will survey cold cut piece and tie-in locations. This scope can be clarified further upon coordination with CAMS per their specifications.
        - Not to exceed 6 days of As-Built, contingent on the construction Contractor's progress. If it is anticipated that the 6 days will be exceeded, meeting shall be held to evaluate and discuss efficiency of the Contractor's progress.

The above scope of work for this project is modified **and agreed** based on the clarifications below:

- "Design" and "Bid" phase work has been estimated based on Saenz' task descriptions.
- "Construction" phase work has been estimated based on a recently completed HDD project for the pipeline, and includes job books as project documentation.
- Coordination of IBWC license amendment for the levee crossing has been added to the scope of Task 3b. Progress measurement for this task shall be based on submittal of all required documentation to IBWC, rather than on receipt of approval from IBWC.
- CAMS will now prepare the construction scope of work and bid package and provide input to the construction contract package as part of the scope of Task 3b. The actual construction package will be prepared by HCRMA since the Contractor selected will be compensated by HCRMA. SOGS and CAMS will have input on the construction contract; to include, providing the IFC drawings, scope of work, job plan, etc.
- The construction scope of work needs to clarify that HCRMA has designated CAMS/M&H as Construction Manager, and that each shall have authority to direct the contractor on behalf of HCRMA. CAMS and M&H will align with HCRMA on any major decisions, if any may arise.
- The construction contractor will place all purchase orders for materials based on approved bills of material, drawings and specifications.
- SOGS provided the following clarifications of the expected invoice payment process, and cycle times for HCRMA. Such payment terms must be incorporated in the agreement between CAMS and SOGS.
    - CAMS will submit invoice to SOGS during the 1st week of month. SOGS will review and prepare invoice package in accordance with its MSA with

HCRMA. SOGS will submit by mid-month for HCRMA initial review. If no comments, the HCRMA board meets on 4th Tuesday of every month to approve invoices. Upon approval, on the 4th Tuesday, SOGS typically receives payment by month's end. Once SOGS receives payment from HCRMA, SOGS will submit payment by wire-transfer or ACH to CAMS as soon as reasonably possible, but in no event beyond two (2) business days after receipt of funds from HCRMA.

- Payments shall be made in accordance with the Lump Sum progress payment schedule attached hereto.

CAMS Midstream would envision implementing the aforementioned services for SOGS in the following manner:

- Execute a Contract between SOGS and CAMS Midstream to provide the selected services for the subject relocation project; and
- Coordinate with SOGS and HCRMA regarding the proposed project and CAMS services;
- Provide the services outlined in the scope of work in conjunction with the clarifications provided above.

Thank you for the opportunity to submit this proposal for the subject Lonestar Pipeline relocation services for Saenz Oil & Gas Services. We look forward to receiving your comments on the proposed Professional Services Agreement provided by CAMS.

Best regards,

W. Colin Harper
Sr. Vice President
CAMS Midstream Services, LLC

Attachments

Proposed Lump Sum for Outlined Scope of Services

Proposed Lump Sum Project Amount: $285,799

CAMS Lonestar Pipeline 365 Toll Project
QA/QC and Construction Management Estimate

Item	Task(s)	$285,799	Progress Payments
	Design Phase		
1a	Review initial plat, provide documents	3%	$8,574
1b	Review final plat	3%	$8,574
2a	Review IFR drawings/calcs, provide documents	5%	$14,290
2b	Review geotechnical report	2%	$5,716
2c	Review environmental report	2%	$5,716
	Bid Phase		
3a	Review IFB drawings/calculations	4%	$11,432
3b	Prepare bid documents; bidders list	12%	$34,296
3c	Pre-bid meeting, bid clarifications	5%	$14,290
3d	Bid evaluation/recommendation	7%	$20,006
3e	Review construction contract	7%	$20,006
3f	Pre-construction meeting/clarifications	5%	$14,290
	Construction Phase		
4a	Review IFC drawings	5%	$14,290
4b.i	Contractor Mobilization	10%	$28,580
4b.ii	Complete pre-pullback hydrotest	10%	$28,580
4b.iii	Complete all field work	10%	$28,580
4b.iv	Final Acceptance, project documentation	10%	$28,580
		100%	**$285,799**

6/8/2021

Proposed Budget for Lonestar Pipeline Relocation (Environmental)

IBWC License

Task 1. Threatened and Endangered Species Survey and Report

Senior Wildlife Biologist: $75/hour
Wildlife Biologist $67/ hour

Field Survey/Travel Time: 8 hours x $75 =$600.00
8 hours x $67 = $536.00

Mileage: 100 miles x $0.56 = $56.00

Field work total: $1,192.00

Report development: 40 hours x $75 = $3,000.00

Reporting work total: $3,000.00

Task 1 Total: $4,192.00

Task 2 Wetlands Survey and Report
Senior Wetland Scientist: $95/hour

Field Survey/Travel Time: 8 hours x $95 = $760.00

Mileage: 50 miles x $0.56 = $28.00

Field work total: $788.00

Report Development: 40 hours x $95 = $3,800.00

Reporting work total: $3,800.00

Task 2 Total: $4,588.00

GIS work
GIS technician: $55 x 30 = $1,650.00

GIS work total: $1,650.00

Task 3 Cultural Resources Investigations and Report
Senior Archaeologist: $95/hour
Archaeologist: $75/hour

Field survey/Travel time: 8 hours x $95 = $760.00
8 hours x $75 = $600.00
Mileage: 200 x $0.56 = $112.00

Field work total: $1,472.00

Report development: 40 hours x $95 = $3,800.00

Reporting work total: $3,800.00

Task 3 Total: $5,272.00

Task 4 IBWC License Obtainment
Coordination with USACE: 4 hours x $57.00 = $228.00
Coordination with USFWS: 4 hours x $57.00 = $228.00
Coordination with THC: 4 hours x $57.00 = $228.00
Coordination with TPWD: 4 hours x $57.00 = $228.00
Coordination with TCEQ: 4 hours x $57.00 = $228.00
Coordination with IBWC: 4 hours x $57.00 = $228.00
Coordination total: $1,368.00

Overall project management: 20 hours x $95 = $1,900.00

Task 4 Total: $3,268.00

Grand total: $18,970.00

Thank you,

J.D. Cortez
President/Senior Wildlife Biologist
Landhawk Consulting, LLC
jcortez@landhawkconsulting.com
956.463.6729

Tolunay-Wong Engineers, Inc.

2455 West Cardinal Drive, Suite A - Beaumont, Texas 77705 - Phone (409) 840-4214

Proposed Budget Estimate					
	Description	Unit	Quantity	Rate	Extension
Pre-Commencement Activities					
1	Senior Project Manager	hour	2	$200.00	$400.00
2	Project Professional	hour	2	$130.00	$260.00
3	Field Services Supervisor	hour	2	$95.00	$190.00
4	Support Vehicle	trip	1	$75.00	$75.00
Field Program					
5	Transports of Geotechnical Equipment	each	2	$700.00	$1,400.00
6	2-man Crew/Equipment	day	1	$2,800.00	$2,800.00
7	Senior Technician	day	1	$1,050.00	$1,050.00
8	Grouting	foot	150	$4.00	$600.00
9	Support Vehicle	day	1	$75.00	$75.00
10	Crew Per Diem	day	1	$350.00	$350.00
11	Field Services Supervisor	hour	4	$95.00	$380.00
Laboratory Testing					
12	Geotechnical Index/Strength Testing	foot	150	$12.00	$1,800.00
Log Compilation/Factual Report Preparation					
13	Senior Project Manager	hour	4	$200.00	$800.00
14	Project Professional	hour	16	$130.00	$2,080.00
15	Staff Professional	hour	6	$100.00	$600.00
Total Budget Estimate					**$12,860.00**

General Notes:

1) TWE's scope of services includes a geotechnical study for the relocation of the 8-in Lonestar Pipeline in McAllen, Texas using HDD methods. Two (2) test borings are proposed to depths of 75-ft below grade. The boring locations are shown on TWE Drawing No. P21-B175.1 and will be identified in the field using a hand-held GPS unit.

2) TWE will subcontract a conventional highland buggy-mounted geotechnical drilling rig and two (2) person crew to perform standard dry auger and wash-rotary drilling and sampling services. A TWE Geotechnician will be provided for site coordination and logging of the boreholes.

3) Laboratory testing on soil samples will include standard geotechnical index and strength properties including moisture content, unit weight, Atterberg limits, grain size distribution and compressive strength.

4) Engineering analysis will be performed using the information obtained from the field and laboratory programs to provide the Client with the geotechnical data needed to assist them with the calculation of maximum mud pressures during HDD activities and appropriate factor of safety against hydrofracture. Our final report will include a discussion regarding the subsurface conditions encountered, detailed boring logs, geotechnical design parameters and allowable formation limit pressures associated with the project site.

5) Pre-commencement will require five (5) to ten (10) working days. The field program will require one (1) working day. Laboratory testing will require three (3) to five (5) working days. Engineering analysis and reporting will require five (5) to ten (10) working days. Our overall project duration is expected to be three (3) to four (4) weeks from field commencement to report submittal.

Exclusions:

1) Environmental assessments for the presence or absence of hazardous or toxic materials within or on the soil, air or water at the site.

2) Surveying to provide precise geographical, state plane or plant coordinates and ground surface elevations at each test boring location.

3) Pre-clearance hydroexcavation or geophysical explorations using ground penetrating radar (GPR), electromagnetic (EM) or radio-detection (RD) utility locating equipment at each boring location to identify possible unknown subsurface utilities, pipelines, obstructions or anomalies.

4) Isolation casing and/or environmental drilling methods [i.e. hollow-stem auger (HSA) methods] within environmentally sensitive or impacted soils.

5) Containment and/or handling of cuttings and fluids generated from the test boring activities or decontamination of equipment.

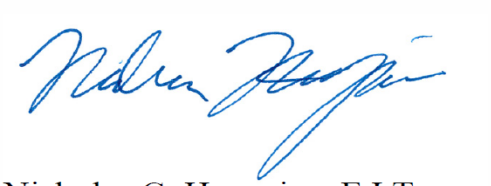
6) Traffic control plans, equipment or personnel.

Closing:

If you have any questions regarding this revised budget estimate, please contact us at (713) 722-7064. We appreciate your consideration for this project and we look forward to continuing our working relationship with Saenz Oil and Gas Services, LLC.

Sincerely,

TOLUNAY-WONG ENGINEERS, INC.
TBPELS Firm Registration Number F-000124



Nicholas G. Hacopian, E.I.T.
Geotechnical Engineer



Tyler G. Henneke, P.E.
Vice President

NGH/TGH/ngh

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-26

CONSIDERATION AND APPROVAL OF CONTRACT AMENDMENT 2 TO THE PROFESSIONAL SERVICE AGREEMNT WITH SAENZ OIL & GAS SERVICES, LLC TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION 4.

THIS RESOLUTION is adopted this 22nd day of June 2021 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 September 26, 2017, the Authority approved Resolution 2017-78, Professional Services Agreement with Saenz Oil & Gas Services, LLC to provide Utility Engineering Services to the Hidalgo County Regional Mobility Authority in the not to exceed amount of $52,091.90;

WHEREAS, the Authority approved Resolution 2019-20 Contract Amendment Number 1 to the Professional Services Agreement with Saenz Oil & Gas Services, LLC for a no cost time extension; and

WHEREAS, the Authority approved Resolution 2019-21 Work Authorization Number 2 in theamount of $21,991.20 for utility engineering service support on the 365 Tollway Project; and

WHEREAS, the underlying project that is the subject of the Professional Services Agreement has been delayed, resulting in a suspension of Work Authorization Number 1 and Number 2; and

WHEREAS, on March 23, 2021, the Authority approved Resolution 2021-08, to amend and restate the Professional Services Agreement for Engineering/Design Services with Saenz Oil & Gas Services, LLC and issue Work Authorization Number 3 in the amount of $2,940.00 for a revised maximumpayable amount of $77,023.10;

WHEREAS, on June 22, 2021, the Authority deems to approve Resolution 2021-26, to amend and extend the Professional Services Agreement for Engineering/Design Services with Saenz Oil & Gas Services, LLC and issue Work Authorization Number 4 in the amount of $465,740.75 for a revised maximum payable amount of $542,763.85;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORSOF 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 Resolution 2021-26 for Contract Amendment 2 to the Professional Service Agreement with Saenz Oil & Gas Services, LLC to increase in the amount of $ 465,740.75 ; hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Contract Amendment 2 to the Professional Service Agreement with Saenz Oil & Gas Services LLC., as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 22nd day of June 2021, at which meeting a quorum was present.

Forrest Runnels, Vice Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

CONTRACT AMENDMENT #2

TO

PROFESSIONAL SERVICE AGREEMENT WITH

SAENZ OIL & GAS SERVICES, LLC.

♦Contract No. 07-E40-17-10♦

Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)

Utility/Pipeline Encroachment
Engineering Analysis

Contract Amendment No. 2

June 22, 2021

Saenz Oil & Gas Services, LLC

ATTACHMENT D-2

SUPPLEMENTAL AGREEMENT NO. 2

**TO PROFESSIONAL SERVICES
AGREEMENT FOR ENGINEERING SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO 1 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Attachment A General Provisions, Section 6, Supplemental Agreements of that certain Professional Services Agreement for Engineering Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Saenz Oil & Gas Services, LLC (the Engineer).

The following terms and conditions of the Agreement are hereby amended as follows:

Article II Agreement Period
This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on April 1, 2023.

Article III Compensation
Article III Compensation shall be amended to increase the maximum amount payable under this contract from $77,023.10 to $542,763.85 for a total increase of $465,740.75 due to additional scope and effort outlined in Work Authorization No.4 for "Professional Services Agreement for Engineering Services" in the amount of $465,740.75.

This Contract Amendment 2 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

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

AUTHORITY	**ENGINEER**
By: _____	By: _____
Name: Pilar Rodriguez	Name: Alfredo Saenz, Jr., P.E.
Title: Executive Director	Title: President/General Manager
Hidalgo County Regional Mobility Authority	Saenz Oil & Gas Services, LLC
Date: _____	Date: _____

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2021-27

APPROVAL OF THE FINANCIAL ASSISTANCE AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE HIDALGO COUNTY REGIONAL MOBILTY AUTHORITY FOR A GRANT TO BE USED IN THE CONSTRUCTION OF THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 6th day of July, 2021 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 Commission determined that the Authority would benefit the State by constructing needed roadway projects as identified by the County, including the approximately 104-mile Hidalgo County Loop (the "Loop System") and the US 83 La Joya Relief Route; and

WHEREAS, the Authority has identified an independent project suitable for initial development under the Loop System: State Highway 365 from FM 396/Anzalduas Highway to US 281/Military Highway and the US 281/Military Highway Overpass at San Juan Road, including the reconstruction and widening of US 281/Military Highway from 0.45 mile east of SP 600 to FM 2557/Stewart Road, with a new grade separated interchange at SH 365/US 281 Intersection; and

WHEREAS, Section 228.011, Texas Transportation Code, provides for local toll project entities, including the Authority, to develop toll projects and Sections 201.103 and 222.052 of the Code establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, on April 29, 2010, by Minute Order 112250, the Texas Transportation Commission designated the Project and on July 27, 2010, by Resolution 2010-17, the Authority asserted its option to develop the Project; and

WHEREAS, by Minute Order 112391, the Commission, and by Resolution Number 2010-55, the Authority entered into that certain agreement for pass-through financing for the Project, pursuant to the provisions of Section 222.104 of the Texas Transportation Code; and

WHEREAS, by Resolution 2014-88, the Authority revised its strategic plan with regard to the Project, changing the boundaries of the Project as well as the proposed funding plan;

WHEREAS, by Minute Order 11320, the Commission canceled the pass-through funding agreement for the Project in order to restructure the designated scope of and funding for the Project to reflect revisions to the Authority's strategic plan;

WHEREAS, by Resolution 2015-01, the Authority approved the Project Development, Operation, and Maintenance Agreement between the Texas Department of Transportation and the Hidalgo County Regional Mobility Authority for the State Highway 365 project; and

WHEREAS, on June 22, 2021, by Resolution 2021-18, the Board approved the First Amendment to the Project Development, Operation, and Maintenance Agreement between the Texas Department of Transportation and the Hidalgo County Regional Mobility Authority for the 365 Tollway Project; and

WHEREAS, on June 30, 2021, by Minute Order 116038, the Texas Transportation Commission approved the Financial Assistance Agreement between the Texas Department of Transportation and the Hidalgo County Regional Mobility Authority for a grant in the amount of $27,000,000 to be used in the construction of the 365 Tollway Project ; and

WHEREAS, the Board finds it to be in the best interest of the Authority and Hidalgo County to enter into a Financial Assistance Agreement for construction of the 365 Tollway Project.

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

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

Section 2. The Board hereby approves the Financial Assistance Agreement between the Texas Department of Transportation and the Hidalgo County Regional Mobility Authority for a grant in the amount of $27,000,000 to be used in the construction of the 365 Tollway Project, attached hereto in substantially final form as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Financial Assistance Agreement between the Texas Department of Transportation and the Hidalgo County Regional Mobility Authority.

*****

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 6th day of July, 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

APPROVAL OF THE FINANCIAL ASSISTANCE AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE HIDALGO COUNTY REGIONAL MOBILTY AUTHORITY FOR A GRANT TO BE USED IN THE CONSTRUCTION OF THE 365 TOLLWAY PROJECT

FINANCIAL ASSISTANCE AGREEMENT

TEXAS DEPARTMENT OF TRANSPORTATION GRANT TO THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY FOR CONSTRUCTION OF THE 365 TOLLWAY PROJECT

This Agreement is made by and between the Texas Department of Transportation, an agency of the State of Texas ("TxDOT"), and Hidalgo County Regional Mobility Authority, a political subdivision of the State of Texas ("HCRMA"), for the purpose of providing financial assistance in the form of a grant in the amount of up to $27,000,000 to pay certain costs of constructing a toll project in Hidalgo County, consisting of the construction of a controlled access toll facility from FM 396 (Anzalduas Highway) and extending east and south to US 281, a distance of approximately 12.2 miles, as depicted in Exhibit "A" to this Agreement (the "365 Tollway Project").

RECITALS

The parties acknowledge the following:

A. The Texas Department of Transportation (TxDOT) and the Hidalgo County Regional Mobility Authority (HCRMA) have been proceeding with the development of projects within the State Highway (SH) 365 corridor in Hidalgo County. As planned, the SH 365 project included the construction of three segments, comprised of both toll and non-toll improvements. Segments 1 and 2 included the construction of toll road improvements from FM 396 (Anzalduas Highway) eastward to FM 3072, approximately 0.9 miles west of FM 2557, and then southward to US 281 (Military Highway). Segment 3, which constitutes US 281 and the Border Safety Inspection Facility (BSIF) Connector, includes the construction of non-toll highway improvements to US 281 (Military Highway) from 0.45 mile east of Spur 600 (Cage Blvd.) to FM 2557 (Stewart Rd.), and construction of non-toll highway improvements called the BSIF Connector from Spur 29 (S. Veterans Drive) to US 281 (Military Highway) below the San Juan Road overpass.

B. On April 29, 2010, the Texas Transportation Commission (Commission), by Minute Order No. 112250, designated the limits of State Highway 365 along a new location in Hidalgo County, with the initial limits of the project from FM 1016, 1.7 miles south of US 83, eastward to FM 3072, 0.9 miles west of FM 2557, a distance of approximately 12.73 miles.

C. On July 26, 2012, the Commission, by Minute Order 113199, amended Minute Order 112250 by extending the limits of the SH 365 designation from FM 1016, 1.7 miles south of US 83, eastward to FM 3072, approximately 0.9 miles west of FM 2557, and then southward to US 281 (Military Highway), a distance of approximately 14.31 miles.

D. TxDOT and the HCRMA, pursuant to former Section 228.0111 of the Transportation Code, agreed on market valuation business terms for the Trade Corridor Connector ("TCC") project, which included Segments 1 and 2 of the SH 365 project, and the HCRMA, in Board Resolution No. 2010-38, adopted on July 27, 2010, exercised its option to develop the project. In Board Resolution No. 2016-73, adopted on May 17, 2016, the HCRMA exercised its option to

develop the project pursuant to Texas Transportation Code §373.052, which superseded the Authority's exercise of its option to develop the project in Resolution 2010-38. In Board Resolution No. 2020-21, adopted August 25, 2020, the HCRMA reasserted its primacy and exercised its option to develop the 365 Tollway Project, a toll project within the limits of Segments 1 and 2 of the SH 365 project.

E. The HCRMA is proceeding with plans to construct the 365 Tollway Project. The 365 Tollway Project consists of the construction of a controlled access toll facility from FM 396 (Anzalduas Highway) and extending east and south to US 281, a distance of approximately 12.2 miles. In a separate project, HCRMA is reconstructing and widening US 281 as a non-tolled facility from 0.45 mile east of SP 600 to FM 2557 (Stewart Road). On May 28, 2015 and June 25, 2015, the commission passed Minute Order 112605 and Minute Order 114288, approving a request for financial assistance from HCRMA in an amount up to $127,935,862 for construction costs associated with Segments 1 and 2 of the SH 365 project.

F. On June 30, 2016, in Minute Order 114625, the Commission rescinded the state highway system designation of SH 365 from FM 1016, 1.7 miles south of US 83, eastward to FM 3072, approximately 0.9 miles west of FM 2557, and then southward to US 281 (Military Highway), a distance of approximately 14.31 miles.

G. On October 18, 2016, HCRMA and TxDOT entered into a financial assistance agreement for $127,935,862 to be used on a reimbursement basis for costs associated with construction for the 365 Tollway project.

H. Transportation Code §370.301 authorizes TxDOT to provide for or contribute to the payment of costs of the design, financing, construction, operation, or maintenance of a turnpike project by a regional mobility authority (RMA) on terms agreed to by TxDOT and the RMA. Transportation Code §222.103 authorizes TxDOT to participate, by spending money from any available source, in the acquisition, construction, maintenance, or operation of a toll facility of a public or private entity on terms and conditions established by the Commission.

I. Pursuant to Transportation Code §222.103, the Commission adopted Title 43, Texas Administrative Code, §§27.50-27.58 (financial assistance rules) to prescribe conditions for the commission's financing of a toll facility of a public or private entity.

J. In accordance with Section 27.53 of the financial assistance rules, the HCRMA has submitted a request for $27,000,000 in financial assistance, in the form of a grant, to cover certain costs of constructing the 365 Toll Project. The HCRMA proposes to expend its own funds to pay actual eligible expenses and seek reimbursement from TxDOT from the financial assistance. The information and data required by Section 27.53 is either contained in the request for financing, is already in TxDOT's possession, or may be waived.

K. In accordance with Sections 27.53 and 27.54(a) of the financial assistance rules, the commission, in Minute Order 116038 dated June 30, 2021, granted preliminary and final approval of financial assistance in the amount of $27,000,000, in the form of a grant, to pay for only the costs of constructing the 365 Tollway Project.

L. In Resolution No. _____ adopted on _____ (Exhibit "B"), the HCRMA approved the terms of financial assistance and authorized the execution of this Agreement with TxDOT.

AGREEMENT

In light of the foregoing recitals, and for good and other valuable consideration, the parties agree as follows:

1. Use of Grant Funds.

a. TxDOT will provide financial assistance to HCRMA, in the form of a grant, in an amount not to exceed $27,000,000 (the "Grant"), to be provided on a reimbursement basis, to be used for construction costs of the 365 Tollway Project in accordance with this Agreement. The financial assistance may not be used for purchase of right-of-way or other development costs. This financial assistance is committed by TxDOT and is not subject to future discretionary actions of TxDOT or the Commission; provided, however, HCRMA acknowledges and agrees that TxDOT's obligation to make any disbursements of the Grant occurring after the end of the current fiscal biennium of the State of Texas (August 31, 2021) shall be subject in each case to the appropriation by the Texas Legislature of funds for such purposes. Any "non-appropriation" by the Texas Legislature as described in the preceding sentence shall not constitute a default by TxDOT under this Agreement. The parties recognize that this funding commitment is an integral part of the overall plan of finance for the 365 Tollway Project.

b. 365 Tollway Project costs paid by or reimbursed to HCRMA using funds granted under this Agreement shall be paid or reimbursed in accordance with applicable policies of HCRMA, the Financial Assistance Rules, and other applicable state and federal laws, including the applicable requirements of OMB Circular A-87 (now at 2 CFR Part 225 - Cost Principles for State, Local, and Indian Tribal Governments).

2. Availability of Grant Funds. All Grant funds governed by this Agreement that have not been provided to HCRMA as of the effective date of this Agreement are available for disbursement by TxDOT, provided that HCRMA is in compliance with the terms of this Agreement and all prerequisites for the disbursement of funds are satisfied, including authorizations for the use of federal funds by the Federal Highway Administration.

3. Disbursement of Grant Funds.

a. HCRMA will deliver to TxDOT prior to each disbursement a certificate in which HCRMA accounts for all Grant funds disbursed under this agreement and certifies that the disbursement, when added to the amount of all prior disbursements under this Agreement, will not exceed the total amount of funding authorized under this Agreement.

b. Funds to be made available pursuant to this Agreement shall be disbursed within thirty (30) days of receipt and formal acceptance by TxDOT of a request for reimbursement from HCRMA in a format acceptable to TxDOT which complies with the requirements in this Agreement and which shall also include the following:

i. the amount requested;

ii. a description of the use of the funds requested; and

iii. copies of proposals, invoices, fee statements, or other documentation showing the intended use of the funds requested.

c. TxDOT shall have the right to deny all or part of a request for funds proposed to be used for purposes not authorized by this Agreement or due to a lack of adequate documentation. In either event, HCRMA will have the right to submit additional information to clarify the use of funds requested or to provide any missing documentation. The parties will use their best efforts to resolve any disputes over the requested use of funds in a manner which recognizes the need for HCRMA to advance the 365 Tollway Project and meet its obligations.

d. HCRMA shall submit to TxDOT an annual budget of 365 Tollway Project costs payable from the Grant funds for the upcoming fiscal year of HCRMA that includes monthly estimates of expenditures, such budget and cash flows to be in a form and in sufficient detail as may be reasonably required by TxDOT (the "Budget"). If HCRMA determines that it will incur costs that were not included in the Budget, HCRMA shall provide a revised Budget to TxDOT.

e. TXDOT has thirty (30) calendar days from receipt of a revised Budget to notify HCRMA in writing of TXDOT's approval of the revised Budget. Failure to notify HCRMA of approval or disapproval of the Budget within thirty (30) calendar days shall be considered deemed approval of the Budget. Budget approval by TXDOT is conditioned on verification by TxDOT that the anticipated Grant disbursements can be made in the anticipated timeframe.

f. If TXDOT disapproves the revised Budget it shall specify, in writing (issued within the initial thirty (30) calendar day review period) the reasons for disapproval. HCRMA may resubmit the revised Budget in a manner which addresses the issues raised by TXDOT. TXDOT shall have ten (10) business days from receipt of the resubmittal to review and approve, or disapprove, of the resubmittal. If TXDOT disapproves the resubmittal, it shall specify, in writing (issued within the ten (10) business day review period) the reasons for disapproval. Additional resubmittals will be processed in the same manner.

g. To the extent funds disbursed hereunder are utilized to procure tangible work product consistent with the authorized purposes under this Agreement, TxDOT shall have the right to review such work product as a condition to making a requested disbursement.

4. Reporting Requirements. HCRMA shall provide the following information to TXDOT within the time frames prescribed herein:

a. a Budget, no later than three months prior to the start of HCRMA's fiscal year;

b. HCRMA's annual audited financial statements, no later than thirty (30) days after acceptance of the statements by HCRMA's Board of Directors;

c. if applicable, any other annual financial information and notices of material events disclosed under Rule 15c2-12 of the United States Securities and Exchange Commission relating to any publicly-offered financing for the 365 Tollway Project, no later than ten (10) days after disclosure; and

d. a written report detailing specific expenditures made or reimbursed with Grant disbursements during the previous Fiscal Year, no later than thirty (30) days after the end of the Fiscal Year.

e. HCRMA will maintain transaction level expenditure information relating to expenditures paid or reimbursed with funds provided under this Agreement, and will provide, on a quarterly basis, a written report prepared by its General Engineering Consultant detailing the status of the 365 Tollway Project construction and the specific use of the granted funds during the previous quarter, including without limitation the use of those funds to reimburse costs incurred in anticipation of the receipt of those funds.

5. Notices and Communications.

a. All notices and other communications to either party under this Agreement shall be delivered personally, sent by email followed by a hard copy sent by U.S. mail, sent by overnight mail or courier service, or sent by certified U.S. mail, to the addresses set forth in subsections (b) and (c) of this section.

b. All notices or other communications to TxDOT shall be delivered to the following address or as otherwise directed by TxDOT:

Texas Department of Transportation
Project Finance, Debt, and Strategic Contracts Division
125 E. 11th Street
Austin, TX 78701
Attn: Director, Project Finance, Debt, and Strategic Contracts Division
Email: Benjamin.Asher@txdot.gov

with copies mailed to:

Texas Department of Transportation
Attn: General Counsel Division
125 East 11th Street
Austin TX 78701-2483

c. All notices or other communications to HCRMA shall be delivered to the following address or as otherwise directed by HCRMA:

Hidalgo County Regional Mobility Authority

Attn: Executive Director
118 S. Cage Blvd, 4th Floor
Pharr, Texas 78577
Email address: prodriguez@HCRMA.net

With a copy to:
Hidalgo County Regional Mobility Authority
Attn: Chief Financial Officer
118 S. Cage Blvd, 4th Floor
Pharr, Texas 78577
Email address: jcastillo@HCRMA.net

d. All personally delivered notices or other communications shall be deemed received on the date so delivered. Any notice or other communication by email shall be deemed received on the date of confirmation of receipt of the email, provided such communication is also deposited in the U.S. mail. All notices or other communications delivered by overnight mail or courier service shall be deemed received on the date shown on the receipt of private carrier or courier service.

7. Compliance With Laws.

a. Each party will comply with applicable state and federal law in the performance of their obligations under this Agreement and any other agreements executed by the parties in relation to the 365 Tollway Project.

b. TxDOT or the Texas State Auditor may conduct an audit or investigation of any aspect of the Grant. HCRMA must provide TxDOT or the Texas State Auditor with access to any information TxDOT or the Texas State Auditor consider relevant to the investigation or audit. An audit by either TxDOT or the Texas State Auditor can include, but is not limited to, any contract for the performance of work authorized by this Agreement. Additionally, HCRMA will maintain its books and records relating to the 365 Tollway Project and the financial assistance provided under this Agreement in accordance with the requirements of 43 Texas Administrative Code §27.55(b)(2), and will comply with the audit, retention, and other requirements relating to records regarding the 365 Tollway Project in 43 Texas Administrative Code §27.55(b). Generally Accepted Accounting Principles (GAAP) will be followed. "GAAP" means those principles of accounting promulgated by the Financial Accounting Standards Board, the Governmental Accounting Standards Board or the standards of the Office of Management and Budget Circular A-133, Audits of States, Local Government and Non-profit Organizations, as applicable, or which have other substantial authoritative support and are applicable in the circumstances as of the date of a report, as such principles are from time to time supplemented and amended.

c. HCRMA shall comply with all environmental permits, issues and commitments necessary for development, construction, operation, or maintenance of the 365 Tollway Project.

8. Project Completion, Default, Remedies, and Indemnity

a. In the event HCRMA is not able to complete the 365 Tollway Project as described in Exhibit "A" then: (i) HCRMA shall return to TxDOT all funds that were disbursed to HCRMA under this Agreement; and (ii) HCRMA shall retain ownership of all work product associated with the 365 Tollway Project procured with funds disbursed under this Agreement.

b. If HCRMA defaults in the performance of any obligation described in this Agreement, TxDOT may exercise any rights and remedies granted by law or this Agreement.

c. **TO THE EXTENT PERMITTED BY LAW, HCRMA HEREBY INDEMNIFIES AND HOLDS TXDOT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ADVISORS OF ANY OF THE FOREGOING PERSONS (EACH SUCH PERSON BEING CALLED AN "INDEMNITEE") AGAINST, AND HOLD EACH INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS OR EXPENSES (INCLUDING REASONABLE FEES, CHARGES AND DISBURSEMENTS OF COUNSEL OF THE INDEMNITEE'S CHOICE) WHICH SUCH INDEMNITEE MAY INCUR OR WHICH MAY BE CLAIMED AGAINST SUCH INDEMNITEE BY ANY PERSON OR ENTITY:**

1) **BY REASON OF ANY INACCURACY OR ALLEGED INACCURACY IN ANY MATERIAL RESPECT, OR ANY UNTRUE STATEMENT OR ALLEGED UNTRUE STATEMENT OF ANY MATERIAL FACT, CONTAINED IN CONTINUING DISCLOSURE DOCUMENTATION FILED BY OR ON BEHALF OF HCRMA OR IN ANY FUTURE OFFERING DOCUMENT OR ANY AMENDMENT OR SUPPLEMENT THERETO, OR BY REASON OF THE OMISSION OR ALLEGED OMISSION TO STATE THEREIN A MATERIAL FACT NECESSARY TO MAKE SUCH STATEMENTS, IN LIGHT OF THE CIRCUMSTANCES UNDER WHICH THEY WERE MADE, NOT MISLEADING, IN EACH CASE TO THE EXTENT SUCH STATEMENTS AND FACTS RELATE TO HCRMA OR THE 365 TOLLWAY PROJECT; PROVIDED THAT, TO THE EXTENT ANY STATEMENTS OR FACTS DO NOT RELATE TO HCRMA OR THE 365 TOLLWAY PROJECT, ARE OTHERWISE KNOWN, FOLLOWING REASONABLY DILIGENT INQUIRY, TO HCRMA AND HAVE BEEN PROVIDED OR APPROVED BY HCRMA FOR INCLUSION THEREIN; OR**

2) **BY REASON OF OR IN CONNECTION WITH THE EXECUTION, DELIVERY OR PERFORMANCE BY HCRMA OF ANY LOAN DOCUMENT OR ANY AGREEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED THEREBY; OR**

3) **BY REASON OF ANY BREACH BY HCRMA OF ANY REPRESENTATION, WARRANTY, COVENANT, TERM OR CONDITION IN, OR THE OCCURRENCE OF AN EVENT OF DEFAULT UNDER, THIS AGREEMENT, INCLUDING ALL REASONABLE FEES AND EXPENSES RESULTING FROM THE SETTLEMENT OR DEFENSE OF ANY CLAIMS OR LIABILITIES ARISING AS A RESULT OF ANY SUCH BREACH OR DEFAULT; OR**

4) **BY REASON OF ANY ACTUAL OR ALLEGED PRESENCE OR RELEASE OF A HAZARDOUS SUBSTANCE ON OR FROM THE 365 TOLLWAY PROJECT, OR ANY LIABILITY IN RESPECT OF ANY ENVIRONMENTAL CLAIM RELATED TO THE 365 TOLLWAY PROJECT; OR**

5) **BY REASON OF ANY ACTUAL CLAIM, LITIGATION, INVESTIGATION OR PROCEEDING RELATING TO ANY OF THE FOREGOING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY AND REGARDLESS OF WHETHER ANY INDEMNITEE IS A PARTY THERETO;**

PROVIDED THAT THE INDEMNITIES IN THIS SECTION SHALL NOT, AS TO ANY INDEMNITEE, BE AVAILABLE TO THE EXTENT THAT SUCH LOSSES, CLAIMS, DAMAGES, LIABILITIES OR RELATED EXPENSES ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION BY FINAL AND NONAPPEALABLE JUDGMENT TO HAVE RESULTED FROM THE NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE.

9. Miscellaneous

a. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

b. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

c. This Agreement does not constitute TxDOT approval of the 365 Tollway Project or TxDOT approval for HCRMA to construct the 365 Tollway Project.

10. Effective Date. This Agreement shall be effective as of the date on which the last party to execute this Agreement does so.

11. Termination.

a. This Agreement may be terminated by written agreement of the parties.

b. If HCRMA fails to issue toll revenue bonds and execute a construction contract by May 1, 2022, the financial assistance may not be disbursed and this Agreement shall automatically terminate unless this deadline is extended by TxDOT at its sole discretion.

c. If this Agreement is terminated, neither party shall have any obligation to the other pursuant to such agreement except as provided for in Section 12 below.

12. Survival. The obligation of a party related to any losses, costs, expenses, penalties, claims, and liabilities due to the activities of a party, or any agent, employee, official, or contractor of a party shall survive the termination of the Financial Assistance Agreement to the extent provided for in any agreement giving rise to such obligation.

IN WITNESS WHEREOF, TxDOT and HCRMA have executed this Agreement in four multiple counterparts on the dates shown herein below.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By:_____
Pilar Rodriguez, P.E.
Executive Director

Date: _____

TEXAS DEPARTMENT OF TRANSPORTATION

By:_____
Marc D. Williams, P.E.
Executive Director

Date: _____

EXHIBIT A

MAP OF PROJECT

Project Description:

The 365 Tollway Project (within the limits of Segments 1 and 2 of the SH 365 project) includes the construction of a controlled access toll facility from FM 396 (Anzalduas Highway) and extending east and south to US 281, a distance of approximately 12.2 miles.

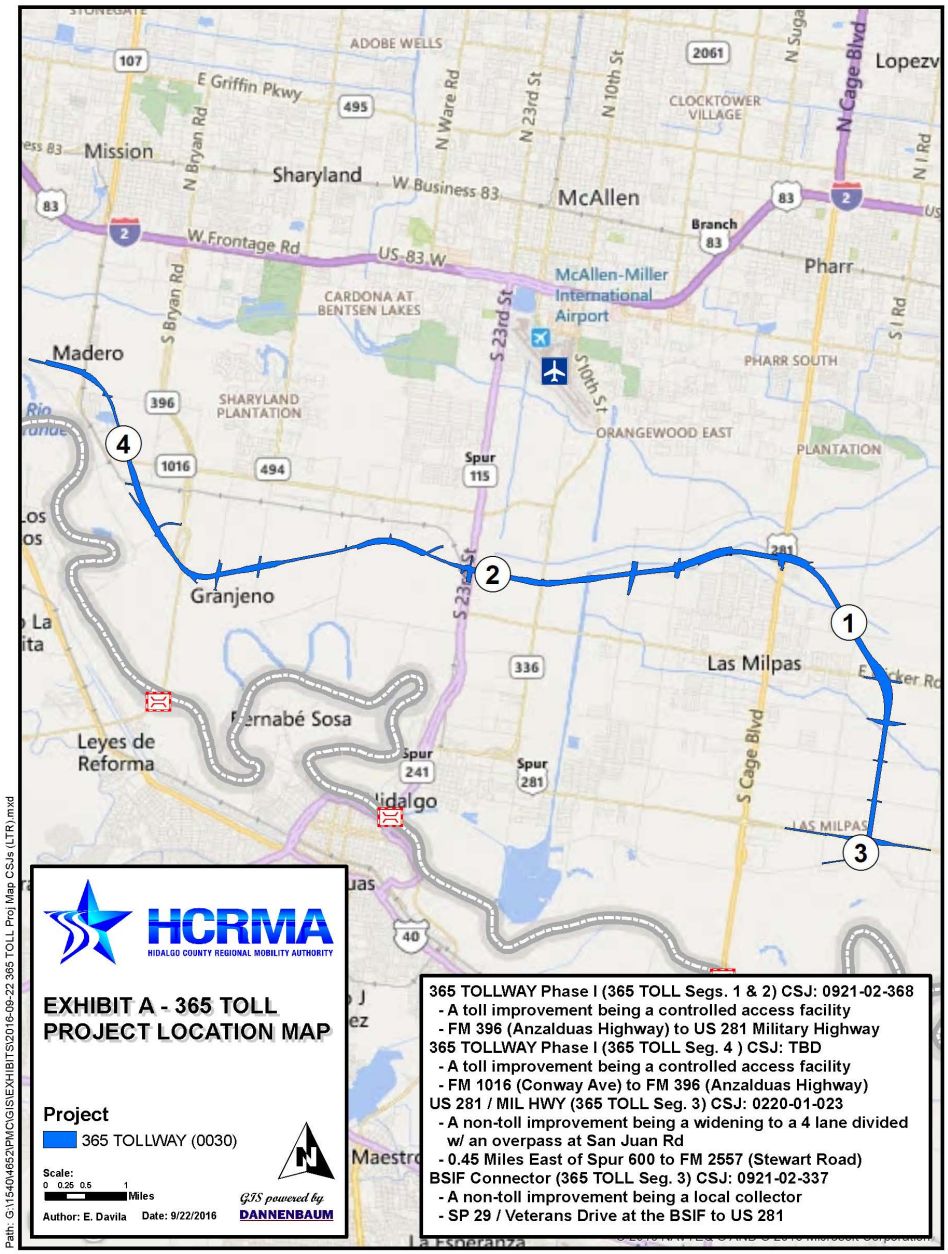


EXHIBIT B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

RESOLUTION

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION 2021- 28

APPROVING THE THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR ADMINISTRATIVE SERVICES WITH THE CITY OF PHARR

THIS RESOLUTION is adopted this 28th day of September, 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, the Authority requires administrative support and staffing to undertake its duties and responsibilities;

WHEREAS, the Authority entered into an Interlocal Agreement with the City of Pharr for administrative services, effective on June 20, 2012 and amended and restated on April 4, 2014; and, again amended and restated on July 28,2015; and

WHEREAS, the Board now finds it to be in the best interest of the Authority to provide critical clarifications to the Agreement with regard to administrative support and staffing:

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

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

Section 2. The Board hereby authorizes the Chairman to execute the Third Amended and Restated Agreement with the City of Pharr, attached hereto in substantially final form as Exhibit A.

* * *

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 28th day of September, 2021 at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary / Treasurer

Exhibit A

THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR ADMINISTRATIVE SERVICES

THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR ADMINISTRATIVE SERVICES

STATE OF TEXAS §
COUNTY OF HIDALGO §

This Third Amended and Restated Interlocal Agreement for Administrative Services (the "**Agreement**") made and entered into this 28th day of September, 2021 further amends and restates that certain Second Amended and Restated Interlocal Agreement for Administrative Services dated July 28, 2015 and the First Amended and Restated Interlocal Agreement for Administrative Services entered into on April 4, 2014, by and between the **CITY OF PHARR**, Texas, a home rule municipality (hereinafter referred to as the "**CITY**") and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** (hereinafter referred to as "**HCRMA**"), a political subdivision of the State of Texas operating pursuant to Chapter 370, Texas Transportation Code, both situated in Hidalgo County in the Rio Grande Valley of Texas.

WITNESSETH:

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

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

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

WHEREAS, the CITY provides an Office Site under the Lease, certain Administrative Services, and Staffing Services to the HCRMA; and

WHEREAS, the CITY and the HCRMA desire to clarify the benefits provided to HCRMA staff members under this Agreement, specifically related to retirement benefits, and have undertaken the amended language herein for that purpose in Section II.B.1.e.(i)-(ii); and

WHEREAS, the CITY and the HCRMA desire to further clarify in Section VI.H. that the exhibits and schedules to this Agreement may be amended administratively by the City Manager of the CITY and the Executive Director of the HCRMA;

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

I. Definitions
II. Duties of the CITY
III. Duties of the HCRMA
IV. Default
V. Term and Termination
VI. Miscellaneous

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

* * *

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

CITY OF PHARR

_____
Ambrosio "Amos" Hernandez, Mayor

Date: _____

Attest**:**

_____
Imelda Barrera, Assistant City Clerk

Approved as to form:

_____
City Attorney

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

_____
S. David Deanda, Jr., Chairman

Date: _____

Attest:

_____
Forrest Runnels, Vice Chair

Approved as to form:

_____
Blakely L. Fernandez, Board Attorney - HCRMA

I. DEFINITIONS

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

"**Administrative Services**" means services that support the HCRMA and allow for the completion of its duties as defined in Chapter 370 of the Texas Transportation Code, to wit: management, financial management, personnel, human resources, purchasing and procurement services, information technology services and network systems maintenance, facilities services, and other administrative services agreed to by the parties in writing from time to time. The Administrative Services provided by the CITY to the HCRMA shall be identified in Schedule A, attached hereto and incorporated herein, as may be amended from time to time by the parties.

"**Agreement**" means this Third Amended and Restated Interlocal Agreement by and between the CITY and the HCRMA.

"**CITY**" means the City of Pharr, a home rule municipality.

"**Eligible Employee**" means employees eligible for certain retirement benefits described in Section II.B.1.e.(i)-(ii).

"**Governing Board**" means the City Commission of the City of Pharr.

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

"**Lease**" means that certain lease, including the First Amendment, by and between the CITY and the HCRMA for the Office Site, as may be amended or restated from time to time.

"**Office Site**" means the office space, related common space and services leased by the HCRMA at 203 W Newcombe Ave, Pharr, TX 78577.

"**Staffing Services**" means the provision of CITY staff to serve the HCRMA in the capacity of an Executive Director and other staff required by the HCRMA, which may include, but is not limited to an Administrative Assistant, Auditor, and Land Acquisition Manager, Engineering Manager, and may also include a Chief Development Officer, Chief Construction Engineer, Chief Auditor/Compliance Officer, Chief Financial Officer, Construction Manager, Public Affairs Manager, and any related support staff.

II. DUTIES OF THE CITY

A. Administrative Services.

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

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

B. Staff and Management Services.

1. **CITY Employees**. The CITY shall provide the HCRMA with CITY Staffing Services to meet the RMA's staffing requirements, as requested by the HCRMA from time to time.

a. CITY will provide an employee, approved by the Board of Directors of the HCRMA, to serve as the Executive Director of the Authority.

b. Executive Director shall receive the same benefits and services as similarly-classified CITY employees, including health, life, dental, long term disability, retirement, wellness program, unemployment compensation benefits, and leave accruals and unless otherwise stated herein shall be subject to all rules and requirements of CITY employees.

c. Executive Director shall be a senior administrator at the CITY, reporting directly to the CITY Manager and the Board of Directors of the HCRMA.

d. CITY shall not change or replace Executive Director without written consent from the HCRMA Board Chairman.

e. Upon request by the Executive Director and approval of the HCRMA Board, the CITY shall provide additional administrative and management staff to the HCRMA under the terms and conditions of this Agreement. Executive Director shall approve any additional administrative or management staff provided by the CITY to the HCRMA as Staffing Services.

i. Any administrative or management staff provided by the CITY to the HCRMA shall receive the same benefits and services as similarly-classified CITY employees, including health, life, dental, long term disability, retirement, wellness program, unemployment compensation benefits, and leave accruals and unless otherwise stated herein shall be subject to all rules and requirements of CITY employees.

ii. For clarification, benefits referenced in subsection (i) above include retirement health coverage contribution eligibility for administrative and management staff who have a start date with the HCRMA prior to January 1, 2021 and have not less than twenty (20) years of participation in the Texas Municipal Retirement System (the "**Eligible Employees**").

1. The Eligible Employees shall be eligible upon retirement to receive continued health coverage at the expense of the HCRMA not to exceed $615.00 per month for the retiree.

2. Any Eligible Employee shall comply with the procedural requirements as may be applicable, and shall further execute any necessary authorizations allowing the HCRMA and/or the City to withdraw any payments owed on monthly premiums. Any Eligible Employee shall be subject to forfeiture or cancellation of continued coverage, at the expense of the municipality, upon becoming delinquent for monthly premiums. Should such cancellation or termination occur, the person will not be eligible for continued coverage. (See Chapter 37, Section 8 of Pharr Personnel Policy Manual – Retirement.)

3. If a retired Eligible Employee elects to voluntarily discontinue, cancel, or terminate coverage, the retired person is no longer eligible for coverage. Dependents are not eligible for health benefit coverage once the Eligible Employee is separated from the City.

4. Except as stated herein, all other provisions of Chapter 38, Section 3 of the Pharr Personnel Policy Manual apply.

f. The initial staff provided to the HCRMA shall include those persons currently serving the HCRMA in a full time capacity. Additional staff members for the HCRMA shall be hired as CITY employees pursuant to CITY policy and practices. The Executive Director, or his designee, shall be responsible for the solicitation, interviewing, and selection of any additional staff members.

2. **Executive Director**. In addition to any employment requirements maintained by the CITY and outlined in Chapter 171, Texas Local Government Code, any Executive Director for the HCRMA must comply with and be qualified under the requirements of Section 370.252, Texas Transportation Code and Title 43 of the Texas Administrative Code, unless an exception is granted by the Commission, to wit:

i. The Executive Director may not accept or solicit any gift, favor, or service that might reasonably influence him in the discharge of an official duty or that he knows is being offered with the intent to influence his official conduct.

ii. The Executive Director may not accept other employment or engage in a business or professional activity that he might reasonably expect would require or induce him to disclose confidential information acquired by reason of his position as Executive Director.

iii. The Executive Director may not accept other employment or compensation that could reasonably be expected to impair his independence or judgment in the performance of his official duties.

iv. The Executive Director may not make personal investments, including investments of his spouse, which could reasonably be expected to create a substantial conflict between his private interests and the interests of the HCRMA.

v. The Executive Director may not intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised his official duties in favor of another.

vi. The Executive Director may not have a personal interest in an agreement executed by the HCRMA.

vii. A person is not eligible to serve as the Executive Director of the HCRMA if he or his spouse is employed or participates in the management of a business entity or other organization, other than a political subdivision, that is regulated by or received funds directly from the HCRMA**,** the Texas Department of Transportation, or the County.

viii. A person is not eligible to serve as the Executive Director of the HCRMA if he or his spouse directly or indirectly owns or controls more than ten percent (10%) interest in a business or other organization that is regulated by or receive funds from the HCRMA, the Texas Department of Transportation, or the County.

ix. A person is not eligible to serve as the Executive Director of the HCRMA if he or his spouse uses or receives a substantial amount of tangible goods, services, or funds from the HCRMA, the Texas Department of Transportation, or the County.

x. A person is not eligible to serve as the Executive Director of the HCRMA if he or his spouse is required to register as a lobbyist under Chapter 305, Government Code, because of the person's activities for compensation on behalf of a profession related to the operation of the HCRMA, the Texas Department of Transportation, or the County.

xi. A person is not eligible to serve as the Executive Director of the HCRMA if he or his spouse is an officer, employee, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation, or aviation, or if the person's spouse is an officer, manager, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation, or aviation.

xii. A person is not eligible to serve as the Executive Director of the HCRMA if he or his spouse has received funds from the Texas Department of Transportation for acquisition of highway right-of-way unless the acquisition was for a project of the HCRMA and properly disclosed as such.

3. **Work on behalf of the CITY or other Political Subdivisions**.

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

ii. CITY does hereby release, indemnify, and promise to defend and save harmless the HCRMA, its officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the HCRMA, its officials, officers, employees, and agents in defense thereof, asserting or arising directly or indirectly on account of or out of Executive Director or other CITY staff member's performance of service to, for, or on behalf of the CITY.

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

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

III. DUTIES OF THE HCRMA

A. **Reimbursement for Administrative Services**. The HCRMA will reimburse the CITY for Administrative Services based on costs provided in Schedule A. Administrative Services provided to the HCRMA but not listed on Schedule A shall be reimbursed based on actual cost plus a five percent (5%) administrative fee. Actual cost shall include out-of-pocket expenses (as in the purchase of software) undertaken by the CITY and/or hourly costs of CITY employees to accomplish the Administrative Services. CITY employees shall bill their time to the HCRMA in quarter of an hour increments.

B. Reimbursement for Staffing Services. HCRMA shall assume all costs and expenses for the dedicated Executive Director and any other staff assigned to the HCRMA, including costs of fringe benefits and professional obligations, and shall pay the CITY an administrative fee of $75.00 per employee per pay period (the "Staffing Fee").

C. Timely Payment.

1. **Administrative Services.** The HCRMA shall reimburse the CITY on a monthly basis for administrative services performed during the Term of this Agreement. The CITY will invoice the HCRMA following the end of each month for administrative services

performed during that prior month. Payments will be made in full by the HCRMA within thirty (30) days after receipt of the invoice. Any questions or disputes about amounts invoiced will be submitted to the CITY by the HCRMA within fifteen (15) days of the HCRMA's receipt of such invoice. The HCRMA agrees to timely pay amounts not in dispute. The parties agree to use best efforts to resolve amounts in dispute within fifteen (15) days of notice of such dispute.

2. **Staffing Services.** The HCRMA shall reimburse the CITY on a monthly basis for staffing services performed during the term of this Agreement. The CITY will invoice the HCRMA following the end of each month for Staffing Services, including the Staffing Fee. Payments will be made in full by the HCRMA within thirty (30) days after receipt of the invoice. The CITY shall provide a complete accounting of current costs, including benefit details and administrative fees, to the HCRMA. Any increases in such costs must be approved by the HCRMA Board of Directors.

D. Executive Director and other CITY Staff dedicated to the HCRMA.

1. The Board of Directors of the HCRMA shall approve the CITY employee designated as Executive Director and shall, in conjunction with the CITY Manager, supervise the Executive Director in the performance of the administrative tasks of the HCRMA.

2. The Board of Directors of the HCRMA shall provide an annual performance evaluation of the Executive Director. A copy of this evaluation shall be provided to the CITY.

3. The Executive Director shall select and/or approve any staff members provided by the CITY. Such staff members designated as HCRMA staff shall report directly to the Executive Director and the Executive Director shall supervise and perform annual evaluations on all such staff. If the City requires annual evaluations of City employees, the Executive Director will provide copies of such evaluations to the City's human resources department.

4. The HCRMA shall compensate CITY for all costs related to Executive Director and any other staff assigned to the HCRMA as described herein.

5. HCRMA shall directly reimburse Executive Director and any other staff assigned to the HCRMA for any expenses incurred in pursuit of official HCRMA business, including any licensing or training requirements, mileage and other business expenses. Any expenses incurred by Executive Director or other staff assigned to the HCRMA in pursuit of CITY business will be reimbursed by CITY.

6. HCRMA does hereby release, indemnify, and promise to defend and save harmless the CITY, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the CITY, its elected officials, officers, employees, and agents in defense thereof, asserting or arising directly or indirectly on account of or out of Executive Director or other CITY staff's performance of service to the HCRMA pursuant to this Agreement.

IV. DEFAULT

A. HCRMA Default. The HCRMA is in default of this Agreement if it fails to timely reimburse the CITY for administrative services provided or prompt pre-payment of personnel services as described herein.

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

2. If payment has not been received by the CITY forty five (45) days after the date the HCRMA received the invoice, the CITY shall deliver written notice of such breach to the HCRMA. If the HCRMA does not cure that breach within forty five (45) days of receiving the written notice of breach, the HCRMA is in default and the Governing Board shall deliver a written notice of default to the HCRMA that specifies the following:

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

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

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

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

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

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

3. If the CITY fails to perform administrative services or fails to perform to the standards agreed to by the parties, the HCRMA may terminate this Agreement without

impacting the term of the Lease.

V. TERM AND TERMINATION

A. This Agreement commences on the date of execution of final signature, and shall remain in effect until terminated by the Parties.

B. This Agreement may be terminated upon thirty (30) calendar days' written notice to the other party.

C. In the event of termination of this Agreement, the parties agree to utilize best efforts to reduce or eliminate the impact on the CITY employees dedicated to the HCRMA, including assisting with the transition of benefits.

VI. MISCELLANEOUS

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

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

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

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

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

E. Applicable Laws. This Agreement is subject to all laws of the State of Texas, the CITY Charter and Ordinances of the CITY, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officer having relevant jurisdiction, including the Texas Department of Transportation. Venue for any litigation relating to this Agreement shall be Hidalgo County, Texas. Any dispute between **CITY** and **HCRMA** regarding this Agreement will be governed by Texas Government Code, Chapter 2009, *Alternative Dispute Resolution for Use by Governmental Bodies*, and any applicable Model Rules promulgated by the Office of the Attorney General, the State of Texas.

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

G. Parties in Interest. This Contract shall not bestow any rights upon any third party, but rather shall bind and benefit the CITY and HCRMA only.

H. Amendments and Modifications. This Agreement may not be amended or modified except in writing and executed by both parties to this Agreement and authorized by their respective governing bodies. Exhibits and schedules to this Agreement may be amended administratively by the City Manager of the CITY and the Executive Director of the HCRMA.

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

J. Notice. Notices required under this Agreement may be delivered by United States Postal Service regular surface mail, certified mail, registered mail, overnight delivery, or hand delivery. Notices should be addressed as follows:

CITY: City of Pharr

Pharr City Hall
118 South Cage
Pharr, TX 78577
Attn: City Manager

With a copy to:
City Attorney at the same location

HCRMA: Hidalgo County Regional Mobility Authority
203 W. Newcombe Ave
Pharr, TX 78577

With a copy to:
Blakely Fernandez
Bracewell & Giuliani LLP
300 Convent St., Ste. 1500
San Antonio, TX 78205

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

* * *

SCHEDULE A

updated as of September 28, 2021

Administrative Services Requested by the HCRMA and Approved by the City

$180.00	Monthly/Internet/Phone Connection
$20.00	Monthly/ Each Extension
$5.00	Monthly/ Fax line
$30.00	Monthly/ Each Email Account (with Outlook Sync/SPAM Protection/Email Anti-virus)
$75.00	Monthly/ Conference Bridge Access
$75.00	Monthly/ Video Conference System Access
$150.00	Monthly /200 GB Network storage / $75.00 each additional 100 GB of storage (backup included – weekly)
$100.00	Monthly/ General IT Service Support/Server Management
$20.00	Monthly/ hosting of RMA website (4GB Max) _ Requires utilization of city web contractors for security purposes.
$400.00	Monthly/ Video Production & Archive of Meetings

SCHEDULE B

updated as of September 28, 2021

Staffing Services Requested by the HCRMA and Provided by the City

Current Staff

Pilar Rodriguez, Executive Director (TMRS State Date 5/1/1992)
Eric Davila, Chief Development Engineer (TMRS Start Date 5/1/2017)
Ramon Navarro, Chief Construction Engineer (TMRS Start Date 9/1/2007)
Celia Gaona, Chief Auditor/Compliance Officer (TMRS Start Date 10/1/1999)
Jose Castillo, Chief Financial Officer (Retired through TMRS; part time)
Sergio Mandujano, Construction Records Keeper (TMRS Start Date 1/1/2016)
Maria Alaniz, Administrative Assistant III (TMRS Start Date 7/27/2016)
Ivonne Rodriguez, Administrative Assistant II (TMRS Start Date 9/1/2012)

Initial Staff

Pilar Rodriguez, Executive Director

Celia Gaona, Chief Auditor/Compliance Officer

Carlos "CJ" Moreno, Land Acquisition Coordinator

Flor E. Koll, Administrative Assistant

EXHIBIT A

LEASE AND FIRST AMENDMENT

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021 – 29

APPROVAL OF ONE YEAR EXTENSION TO THE PROFESSIONAL SERVICE AGREEMENT WITH HILLTOP SECURITIES, INC. (FIRST SOUTHWEST) TO PROVIDE FINANCIAL ADVISORY SERVICES TO THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 27th day of July 2021, 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 May 14, 2009 the Authority entered into a Financial Advisory Services Agreement with First Southwest Company to advise the Authority regarding financial issues affecting the Authority and its operations and regarding the issuance and sale of all evidence of indebtedness or debt obligation that may be authorized and issued or otherwise created or assumed by the Authority from time to time during the period the Agreement is in effect; and

WHEREAS, the agreement was entered into for an initial three-year period with provisions to exercise one-year extensions after the three-year period; and

WHEREAS, on July 18, 2012, the Authority extended the Financial Advisory Service Agreement with First Southwest Company for one year; and

WHEREAS, on August 21, 2013, the Authority extended the Financial Advisory Service Agreement with First Southwest Company for one year; and

WHEREAS, on May 21, 2014, the Authority extended the Financial Advisory Service Agreement with First Southwest Company for one year; and

WHEREAS, on June 23, 2015, the Authority extended the Financial Advisory Service Agreement with First Southwest Company for one year; and

WHEREAS, on May 24, 2016, the Authority extended the Financial Advisory Service Agreement with Hill top Securities (formerly First Southwest Company) for one year; and

WHEREAS, on May 23, 2017, the Authority extended the Financial Advisory Service Agreement with Hilltop Securities for one year; and

WHEREAS, on May 22, 2018, the Authority extended the Financial Advisory Service Agreement with Hilltop Securities for one year; and

WHEREAS, on April 23, 2019, the Authority extended the Financial Advisory Service Agreement with Hilltop Securities for one year; and

WHEREAS, on July 28, 2020, the Authority extended the Financial Advisory Service Agreement with Hilltop Securities for six (6) months; and

WHEREAS, on December 15, 2020, the Authority extended the Financial Advisory Service Agreement with Hilltop Securities for six (6) months; and

WHEREAS, the Board has determined it is necessary to exercise a one-year extension to the Financial Advisory Service Agreement with Hilltop Securities (First Southwest);

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 a one-year extension to the Financial Advisory Services Agreement with Hilltop Securities (First Southwest) hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the one-year extension to the Professional Service Agreement with Hilltop Securities (First Southwest) to provide Financial Advisory Services to the Hidalgo County Regional Mobility Authority, as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 27th day of July, 2021, at which meeting a quorum was present.

S. David Deanda Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A
ONE (1) YEAR EXTENSION TO FINANCIAL ADVISORY SERVICE AGREEMENT
WITH
HILLTOP SECURITIES, INC. (FIRST SOUTHWEST)
DATED
July 27, 2021

EXHIBIT B
FINANCIAL ADVISORY SERVICE AGREEMENT WITH
FIRST SOUTHWEST COMPANY
DATED
MAY 14, 2009

ONE YEAR EXTENSION TO FINANCIAL ADVISORY SERVICE AGREEMENT

BETWEEN HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND

HILLTOP SECURITIES, INC. (FORMERLY FIRST SOUTHWEST)

DATED MAY 14, 2009

INTIAL AGREEMENT PERIOD FOR THREE YEARS

ADDITIONAL ONE-YEAR TERMS

1ST EXTENSION DATED JULY 18, 2012

2ND EXTENSION DATED MAY 14, 2013

3RD EXTENSION DATED MAY 21, 2014

4TH EXTENSION DATED JUNE 23, 2015

5TH EXTENSION DATED MAY 24, 2016

6TH EXTENSION DATED MAY 23, 2017

7TH EXTENSION DATED MAY 22, 2018

8th EXTENSION DATED MAY 23, 2019

9TH EXTENSION DATED JULY 28, 2020 (6-MONTHS)

10th EXTENSION DATED JANUARY 29, 2021 (6-MONTHS)

ONE-YEAR EXTENSION EFFECTIVE JULY 30, 2021

HILLTOP SECURITIES, INC.

By:_____
Richard M. Ramirez, Regional Managing Director

Date:_____

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By:_____
Pilar Rodriguez, Executive Director

Date: _____

FINANCIAL ADVISORY SERVICES AGREEMENT

This Financial Advisory Services Agreement (the "Agreement") is made and entered into by and between Hidalgo County Regional Mobility Authority ("HCRMA") and First Southwest Company effective as of the date executed by the HCRMA as set forth on the signature page hereof. First Southwest Company shall serve as Financial Advisor (hereafter, the "Financial Advisor").

WITNESSETH:

WHEREAS, the HCRMA will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, HCRMA desires to retain an independent financial advisor; and

WHEREAS, the HCRMA desires to obtain the professional services of the Financial Advisor to advise the HCRMA regarding financial issues affecting the HCRMA and its operations and regarding the issuance and sale of all evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the HCRMA (hereinafter referred to collectively as the "Debt Instruments") from time to time during the period in which this Agreement shall be effective; and

WHEREAS, the HCRMA solicited proposals from firms interested in providing financial advisory services and Financial Advisor was among the respondents; and

WHEREAS, based on the representations and experience reflected in the response to the request for qualifications submitted by Financial Advisor, the HCRMA selected Financial Advisor as the best qualified firm to provide it with financial advisory services; and

WHEREAS, the Financial Advisor is willing to provide its professional services and its facilities as financial advisor in connection with all programs of financing as may be considered and authorized by HCRMA during the period in which this Agreement shall be effective.

NOW, THEREFORE, the HCRMA and the Financial Advisor, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I
DESCRIPTION OF SERVICES

Upon the request of an authorized representative of the HCRMA, the Financial Advisor agrees to perform the financial advisory services stated in the following provisions of this Section I; and for having rendered such services, the HCRMA agrees to pay to the Financial Advisor the compensation as provided in Section V hereof.

A. Financial Planning. At the direction of HCRMA, the Financial Advisor shall:

1. Survey and Analysis. Conduct a survey of the financial resources of the HCRMA to determine the extent of its capacity to authorize, issue and service any Debt Instruments contemplated. This survey will include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power (if applicable) and present and future taxing requirements of the HCRMA and the counties which formed the HCRMA. In the event revenues of existing or projected facilities operated by the HCRMA are to be pledged to repayment of the Debt Instruments then under consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues to be available from any proposed toll rate or other user fee increases and additional revenues, as reasonably projected by consulting engineers employed by the HCRMA, resulting from improvements to be financed by the Debt Instruments under consideration.

2. Future Financings. Consider and analyze future financing needs as projected by the HCRMA's staff and consulting engineers or other experts, if any, engaged by the HCRMA.

3. Recommendations for Debt Instruments. On the basis of the information developed by the survey described above, the Financial Advisor's experience, and other information available, submit to the HCRMA recommendations regarding the Debt Instruments under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while

achieving the objectives of the HCRMA. All recommendations will be consistent with the goal of designing the Debt Instruments to be sold on terms which are advantageous to the HCRMA, including the lowest interest cost consistent with all other considerations.

4. Market Information. Advise HCRMA of current bond market conditions, other related forthcoming bond issues, and general information, with economic data, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a favorable time.

5. Elections. In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, the Financial Advisor will assist in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to a firm of public finance attorneys ("Bond Counsel") retained by the HCRMA.

B. Debt Management and Financial Implementation. At the direction of HCRMA, the Financial Advisor shall:

1. Method of Sale. Evaluate the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make recommendations as to an appropriate method of sale, and:

   a. If the Debt Instruments are to be sold by an advertised competitive sale, the Financial Advisor will:

      (1) Supervise the sale of Debt Instruments;

      (2) Assist the staff of the HCRMA in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids; and

      (3) Advise the HCRMA regarding the best bid and provide advice regarding acceptance or rejection of the bids.

b. If the Debt Instruments are to be sold by negotiated sale, the Financial Advisor will:

(1) Recommend for HCRMA's consideration one or more investment banking firms as managers of an underwriting syndicate for the purpose of negotiating the purchase of the Debt Instruments.

(2) Cooperate with and assist any selected managing underwriter and their counsel in connection with their efforts to prepare any Official Statement or Offering Memorandum. The Financial Advisor will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriter's agreement, and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the HCRMA's agreement with the underwriters, but shall not be or become an obligation of the Financial Advisor, except to the extent specifically provided otherwise in this Agreement or assumed in writing by the Financial Advisor.

(3) Assist the staff of the HCRMA in the safekeeping of any good faith checks, to the extent there are any such, and provide a cost comparison, for both expenses and interest which are suggested by the underwriters, to the then current market.

(4) Advise the HCRMA as to the fairness of the price offered by the underwriters.

2. Offering Documents. Coordinate the preparation of the notice of sale and bidding instructions, official statement, official bid form and such other documents as may be required and submit all such documents to the HCRMA for examination, approval and certification. After such examination, approval and certification, the Financial Advisor shall provide the HCRMA with a supply of all such documents sufficient to its needs and distribute by mail or, where appropriate, by electronic delivery, sets of the same to prospective purchasers of the Debt Instruments. Also, the Financial Advisor shall provide copies of the final Official Statement to the purchaser of the Debt Instruments in accordance with the Notice of Sale and Bidding Instructions.

3. Credit Ratings. Make recommendations to the HCRMA as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments and, when directed by the HCRMA,

coordinate the preparation of such information as may be appropriate for submission to the rating agency, or agencies. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, the Financial Advisor will arrange for such personal presentations, utilizing such composition of representatives from the HCRMA as may be finally approved or directed by the HCRMA.

4. Trustee, Paying Agent, Registrar. Upon request, counsel with the HCRMA in the selection of a Trustee and/or Paying Agent/Registrar for the Debt Instruments, and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.

5. Financial Publications. When appropriate, advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.

6. Consultants. After consulting with and receiving directions from the HCRMA, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Debt Instruments.

7. Auditors. In the event formal verification by an independent auditor of any calculations incident to the Debt Instruments is required and upon receipt of authorization from the HCRMA, make arrangements for such services.

8. HCRMA Meetings. When requested attend meetings of the HCRMA board of directors, its committees, staff meetings, and other meetings pertaining to the business of the authority.

9. Printing. To the extent authorized by the HCRMA, coordinate all work incident to printing of the offering documents and the Debt Instruments.

10. Bond Counsel. Maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instrument provided that the Financial Advisor shall not authorize or direct Bond Counsel to undertake any work without approval of the HCRMA.

11. Changes in Laws. Provide to the HCRMA copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the

municipal bond market of which the Financial Advisor becomes aware in the ordinary course of its business, it being understood that the Financial Advisor does not and may not act as an attorney for, or provide legal advice or services to, the HCRMA.

12. Delivery of Debt Instruments. As soon as a bid or purchase agreement for the Debt Instruments is accepted by the HCRMA, coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible and assist the HCRMA in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.

13. Debt Service Schedule; Authorizing Resolution. After the closing of the sale and delivery of the Debt Instruments, deliver to the HCRMA a schedule of annual debt service requirements for the Debt Instruments and, in coordination with Bond Counsel, assure that the paying agent/registrar and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.

14. Investment of Funds. From time to time, as an incident to the other services provided hereunder as financial advisor, the Financial Advisor may purchase such investments as may be directed and authorized by HCRMA to be purchased, it being understood that the Financial Advisor will be compensated in the normal and customary manner for each such transaction. In any instance wherein the Financial Advisor may become entitled to receive fees or other compensation in any form from a third party with respect to these investment activities on behalf of HCRMA, we will disclose to HCRMA the nature and, to the extent such is known, the amount of any such compensation so that HCRMA may consider the information in making its investment decision. It is understood and agreed that the Financial Advisor is a duly licensed broker/dealer and is affiliated with First Southwest Asset Management, Inc. ("FSAMI"), a duly registered investment/advisor. HCRMA may, from time to time, utilize the broker/dealer services of the Financial Advisor and/or the investment advisory services of FSAMI with respect to matters which do not involve or affect the financial advisory services referenced in this Agreement. The terms and conditions of the engagement of the Financial Advisor and/or FSAMI to provide such services shall be determined by mutual agreement at the time such services are requested.

SECTION II

OTHER AVAILABLE SERVICES

In addition to the services set forth and described in Section I herein above, the Financial Advisor agrees to make available to HCRMA the following services, when so requested by the HCRMA and subject to the agreement by HCRMA and the Financial Advisor regarding the compensation, if any, to be paid for such services, it being understood and agreed that the services set forth in this Section II shall require further agreement as to the compensation to be received by the Financial Advisor for such services:

1. Exercising Calls and Refunding. Provide advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.

2. Capital Improvement Programs. Provide advice and assistance in the development of any capital improvements programs of the HCRMA.

3. Long-Range Planning. Provide advice and assistance in the development of other long-range financing plans of the HCRMA.

4. Post-Sale Services. Subsequent to the sale and delivery of Debt Instruments, review the transaction and transaction documentation with legal counsel for the HCRMA, Bond Counsel, auditors and other experts and consultants retained by the HCRMA and assist in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters.

SECTION III
TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the HCRMA as set forth on the signature page hereof and, unless terminated by either party pursuant to Section IV of this Agreement, shall remain in effect thereafter for a period of three (3) years from such date. The Parties may elect to renew this Agreement for additional one year terms.

SECTION IV
TERMINATION

This Agreement may be terminated with or without cause by the HCRMA or the Financial Advisor upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due the Financial Advisor for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

SECTION V
COMPENSATION AND EXPENSE REIMBURSEMENT

The fees due to the Financial Advisor for the services set forth and described in Section I of this Agreement with respect to each issuance of Debt Instruments during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between HCRMA and the Financial Advisor, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which the Financial Advisor is entitled to reimbursement, shall become due and payable concurrently with and contingent to the receipt of consideration for the Debt Instruments from the purchaser.

Payments due to the Financial Advisor shall be made to:

First Southwest Company
300 West 6th Street, Suite 1940
Austin, Texas 78701

Such fees in Appendix A are for customary services provided in processing or preparing transactions for market issuance and related customary services. HCRMA may request Financial Advisor to provide analysis or advice which would require significant time commitment on the part of Financial Advisor prior to a debt issuance or request work to done outside of the scope contemplated herein. In such case, HCRMA and Financial Advisor shall negotiate a reasonable fee to be paid monthly to Financial Advisor.

SECTION VI
COVENANTS OF THE PARTIES

1. Covenants of HCRMA.

a. Upon reasonable request from Financial Advisor, HCRMA will provide or cause to be provided to Financial Advisor information relating to the HCRMA relating to matters necessary for Financial Advisor to perform its duties hereunder. HCRMA acknowledges that Financial Advisor shall be entitled to reasonably rely upon the accuracy of such information provided by or on behalf of the HCRMA.

b. HCRMA shall indemnify and hold harmless Financial Advisor, its directors, officers, agents and/or employees from and against any and all liability and costs (including reasonable attorney's fees) incurred in connection with any claims or demands for damages of any nature whatsoever, arising from Financial Advisor's provision of services to HCRMA under this Agreement; provided, however, that HCRMA need not indemnify or hold harmless Financial Advisor, its directors, officers, agents and/or employees from actual damages directly resulting from the gross negligence or willful misconduct of Financial Advisor, its directors, officers, agents and/or employee.

2. Covenants of Financial Advisor.

a. Financial Advisor will not submit a bid, either independently or as a member of a syndicate, for any issues of Debt Instruments sold by HCRMA at a negotiated sale, competitive sale, or any other type of sale during the term of this Agreement.

b. All information provided to Financial Advisor by the HCRMA shall be used and disseminated only for the purpose of providing the professional services described herein. Financial Advisor shall not disseminate or disclose any information that the HCRMA has identified as confidential or proprietary.

c. Financial Advisor shall conduct its business and affairs in compliance with all laws, regulations and orders applicable to Financial Advisor (including, without limitation, those related to securities laws). In performing the services described under this Agreement, Financial Advisor acknowledges that it holds a position of trust and confidence with the HCRMA; that the HCRMA will be relying on the expertise of Financial Advisor; and that Financial Advisor shall perform all of its obligations in accordance with the highest professional standards and in furtherance of the HCRMA's

best interests. Financial Advisor shall use its best efforts so as not to permit any conflict of interest to occur with respect to its performance under this Agreement and its obligations under any other agreement or to any other party.

d. Upon request by the HCRMA, Financial Advisor will furnish a copy of any report that may adversely impact the ability of Financial Advisor to perform its duties pursuant to this Agreement (including, without limitation, reports on Forms 8-K, 10-Q and 10-K), proxy statement, or other filing made by Financial Advisor with the Securities and Exchange Commission, any states' securities agency, or any national stock exchange or quotation system.

SECTION VII
MISCELLANEOUS

1. **Limitations on Liability**. HCRMA hereby acknowledges and agrees that in any event regardless of the cause of action, except for damages directly resulting from Financial Advisor's negligence, Financial Advisor's total liability and obligations (including loss and expenses) for providing services to HCRMA shall not exceed the gross amount of the fees received by Financial Advisor pursuant to this Agreement. The limitations on liability set forth in this Agreement are fundamental elements of the bargain between HCRMA and Financial Advisor, and the pricing for the services set forth on Appendix A reflect such limitations.

2. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas and the venue for any proceeding shall be the County of Hidalgo.

3. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the HCRMA and the Financial Advisor, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

4. Notices. Any notices provided under this Agreement must be sent to:

Financial Advisor:

First Southwest Company

4. Notices. Any notices provided under this Agreement must be sent to:

Financial Advisor:

First Southwest Company
300 West 6th Street, Suite 1940
Austin, TX 78701
Attn: Richard M. Ramirez

HCRMA:

Dennis Burleson, Chairman
Hidalgo County Regional Mobility Authority
510 S. Pleasantview Drive
Weslaco, TX 78596

With a copy to:
Tuggey Rosenthal Pauerstein Sandoloski Agather LLP
755 E. Mulberry, Ste. 200
San Antonio, TX 78212
Attention: Blakely Fernandez

5. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.

FIRST SOUTHWEST COMPANY

By: _____
Hill A. Feinberg, Chairman and
Chief Executive Officer

By: _____
Richard M. Ramirez
Senior Vice President

Date: 5/14/09

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Dennis Burleson
Chairman

Date: 5-14-09

APPENDIX A

The Transaction Fees applicable to separate series of debt issues due the Financial Advisor for issuance of all Debt Instruments will not exceed those contained in the fee schedule as listed below.

First $5.00 per $1,000 up to	$5,000,000 or a total of $25,000	for $5,000,000 Debt Instruments
Plus $4.00 per $1,000 next	$15,000,000 or a total of $85,000	for $20,000,000 Debt Instruments
Plus $3.00 per $1,000 next	$20,000,000 or a total of $145,000	for $40,000,000 Debt Instruments
Plus $2.00 per $1,000 next	$10,000,000 or a total of $165,000	for $50,000,000 Debt Instruments
Plus $1.00 per $1,000 next	$25,000,000 or a total of $190,000	for $75,000,000 Debt Instruments
Plus $0.75 per $1,000 over	$75,000,000 Debt Instruments	

The charges for ancillary services, including computer structuring and official statement printing, shall be levied only for those services which are reasonably necessary in completing the transaction and which are reasonable in amount, unless such charges were incurred at the specific direction of the HCRMA.

The payment of Transaction Fees for financial advisory services described in Section I of the foregoing Agreement shall be contingent upon the delivery of Debt Instruments and shall be due at the time that Debt Instruments are delivered. The payment of charges for services described in Section II of the foregoing Agreement shall be due and payable in accordance with the mutual agreement therefore between the Financial Advisor and HCRMA, which agreement must be entered into prior to the rendition of services for which payment is requested.

The HCRMA shall be responsible for the following expenses, if and when applicable, whether they are charged to the HCRMA directly as expenses or charged to the HCRMA by the Financial Advisor as reimbursable expenses:

Bond counsel
Bond printing
Bond ratings
Credit enhancement
CPA fees for refunding
Official statement printing
Paying agent/registrar/trustee
Travel expenses for authorized travel
Underwriter and underwriter's counsel

The payment of reimbursable expenses that the Financial Advisor has assumed on behalf of the HCRMA shall NOT be contingent upon the delivery of Debt Instruments and shall be due at the time that services are rendered and payable upon receipt of an invoice therefore submitted by the Financial Advisor.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2021-30

APPROVAL OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY'S AWARD OF CONTRACT FOR THE PURCHASE AND INSTALLATION OF AN EMERGENCY POWER GENERATOR FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY ADMINISTRATIVE FACILITY TO WAUKESHA_PEARCE INDUSTRIES UTILIZING STATE BUYBOARD.

THIS RESOLUTION is adopted this 27th day of July, 2021 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; and

WHEREAS, on June 15th through July 12, 2021 the HCRMA published a notice to bid on the BuyBoard Purchasing Cooperative Program; and

WHEREAS, on July 13, 2021, the Authority received two (2) bids $47,543.00 and $51,440.00; and

WHEREAS, Waukesha Pearce provided the lowest Project bid in the amount of $47,543.00; and

WHEREAS, the Board of Directors of the Hidalgo County Regional Mobility Authority the Board finds it to be in the best interest of the Authority to approve the purchase and installation of one (1) Generac Industrial gaseous 9.0L V-8 engine driven, 130kW Natural Gas Generator; (1) Generac 400Amp automatic transfer switch; and pertinent appurtenances and labor for installation;

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 approve the purchase and installation of one (1) Generac Industrial gaseous 9.0L V-8 engine driven, 130kW Natural Gas Generator; (1) Generac 400Amp automatic transfer switch; and pertinent appurtenances and labor for installation, attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the agreements for purchase and installation of emergency power generator for the HCRMA administrative facility.

*****

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 27th day of July 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

Selected bid Proposal submitted by Waukesha Pearce

Texas Association of School Boards

BUYBOARD Quotation

Quote Date	July 7, 2021	WPI Quote Number	070721-002TL
		Contract No.	597-19
Quotation To		Vendor ID	837
End User	HCRMA	Waukesha-Pearce Industries Inc.	
Contact	Maria Alaniz	Generator Division	
Phone	(956) 402-4762	Contact	Thomas Lawrence
Fax		Phone	(281) 928-0469
Email	maria.alaniz@hcrma.net	Fax	(713) 551-0799
		Email	Virgil.Aniceto@wpi.com

Pricing Based On Maunufacturer's Price List Dated:	12/01/19	Contract Discount	33.0%
		Factor	67.0%

A. Base Unit:

Manufacturer	Model No.	Description	List Price	Net Price
Generac	SG0130	130kW Natural Gas Generator	$ 59,750.00	$ 40,032.50

Includes All Standard equipment & attachments as listed in attached brochures.

B. Factory options and attachments

Part No.	Description	List Price	Net Price
			$ -
SAE-16	Level 1 Natural Gas Sound Attenuated Enclosure	$ 9,918.00	$ 6,645.06
			$ -
ATS-400-3	400 Amp ATS Three Phase	$ 8,072.00	$ 5,408.24
			$ -
			$ -
			$ -
			$ -
		Sub Total	$ 12,053.30

C. Non-Factory options and attachments

Part No.	Description	Net Price
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
	Sub Total	$ -

D. Other applicable charges. Allowances, Trade-Ins, Special Discounts, etc.

Description	Net Price
WPI Terms and Conditions Apply to this Quote	$ -
Freight to job site and start up testing	$ 3,778.00
	$ -
Additional Discount	$ (8,320.80)
Sub Total	$ (4,542.80)

TOTAL PURCHASE PRICE:	$ 47,543.00

Delivery: 14-16 Weeks

Pricing valid for sixty (60) days from this date. Orders after that period must be re-quoted.

Transmit copy of quotation with purchase order issued to WPI to:
Texas Association of School Boards, BuyBoard, PO Box 400, Austin, TX 78764-0400 email: buyboard@tasb.org

Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

Date:	Wednesday, July 7, 2021
Company:	HCRMA
Attention:	Maria Alaniz
Quote Number:	070721-002TL
Reference:	Standby Genset and ATS
Spec Number:	DWG ES1.0, E1.0, E2.0

Dear Maria,

Thank you for considering WPI for your Power Generation needs. We are pleased to offer the following bill of material based on your recent request and the above referenced project.

Generac SG0130 130kW Natural Gas Generator Generac 400Amp Automatic Transfer Switch	$47,543.00

Your cost is $47,543.00 **dollars, plus any required taxes.**

Lead time is 14-16 weeks ARO and approval by WPI Credit Department.

Quantity 1 - Generac Industrial gaseous 9.0L V-8 engine-driven generator, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 130 kW Rating, wired for 120/208 VAC three phase, 60 Hz
- Permanent Magnet Excitation
- Level 1 Acoustic Enclosure, Steel
  - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Certified
- H-100 Control Panel
  - Meets NFPA 99 and 110 requirements
  - Temp Range -40 to 70 degrees C
  - Digital Microprocessor:
    - Two 4-line x 20 displays, full system status
    - 3 Phase sensing, +/-0.25% digital voltage regulation
    - RS232, RS485 and Canbus remote ports
    - Waterproof connections

        - All engine sensors are 4-20ma for minimal interference
        - Programmable I/O
        - Built-in PLC for special applications
    - Engine function monitoring and control:
        - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
        - Isochronous Governor, +/-0.25% frequency regulation
        - Full system status on all AC output and engine function parameters
        - Service reminders, trending, fault history (alarm log)
        - I2T function for full generator protection
        - Selectable low-speed exercise
    - HTS transfer switch function monitoring and control
    - 2-wire start controls for any 2-wire transfer switch
- 21 Light Annunciator - Surface
- Natural Gas fuel system (7-11")
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 120VAC
- Std set of 3 Manuals
- 120V GFCI and 240V Outlet
- 8 Position 1PH Load Center
- Alternator Strip Heater
- Extreme Cold Weather Kit
- Flex Fuel Line
- Flush Mount Annunciator Kit
- MLCB, 100% rated, LSI Electronic Trip
    - 400 Amp
- 1 Hour factory load test at reactive (0.8) power factor
- 5-Year Comprehensive Warranty
- SG0130GG269.0S18HPSYE

Quantity 1 - 9.0 5.4 6.8 GAS 5C 5 YR P/L/T

Quantity 1 - PSTS Series Automatic Transfer Switch consisting of the following features and accessories:

- Standard Open Transition
- 32F - Inphase Transfer
- Contactor-Based Design
- 400 Amp, 3 Pole, 120/208 VAC three phase

- CSA C22.2 Certified
- CUL Listed
- UL1008 Listed
- NEMA 3R Enclosure
- ATC-300+ Microprocessor-Based Controller
    - 2-Line, 32-Character Alphanumeric LCD Display
    - Front Panel Mimic Diagram with colored LEDs for Source/Load Indication
    - Standard Features:
        - Sensing and Programmable Setpoints for both Normal (S1) and Emergency (S2): Under-voltage/Under-frequency, Over-voltage/Over-frequency; Voltage Unbalance Sensing and Phase Reversal for all phases
        - Adjustable Time Delays: Engine Start, Transfer Normal to Emergency & Emergency to Normal, Engine Cooldown, Emergency Fail
        - Pushbutton for Bypassing Time Delays on Transfer/Retransfer
        - Test Pushbutton
        - Contacts for Go to Emergency (S2)
        - MODBUS Communication
        - Digital Programmable Plant Exerciser:
            - Off, 1-Day, 7-Day, 14-Day, 28-Day Intervals
            - Adjustable 0-600 Minutes Run Time
            - Selectable for Load or No Load
        - Auxiliary Contacts:
            - Normal (S1) Source Present (2 Form C)
            - Emergency (S2) Source Present (2 Form C)
            - Normal (S1) Position Indication (1 Form C)
            - Emergency (S2) Position Indication (1 Form C)
            - Pre-Transfer Signal Contacts (1 Form C)
- 32F - In-Phase Transition
- 41A - 100W Space Heater with Adjustable Thermostat
- 42 - IBC/CBC Seismic Qualified
- 36 - Load Shed from Emergency
- Normal Terminal Mechanical Lugs, Customer Connection: (2) 1/0-250MCM or (1) 1/0-750MCM per phase
- Emergency Terminal Mechanical Lugs, Customer Connection: (1) 1/0-750MCM or (2) 1/0-250MCM per phase
- Load Terminal Mechanical Lugs, Customer Connection: (1) 1/0-750MCM or (2) 1/0-250MCM per phase
- Neutral Terminal Mechanical Lugs, Customer Connection: (6) 250MCM-500MCM

- 5-Year Extended Warranty
- ATC3C2X30400BRU

Quantity 1 - PSTS 400-800 - 5C 5 YR P/L/T

Quantity 1 – WPI Standard Factory Start-Up & Warranty Registration

FOB Shipping Point

Project Specific Clarifications:

- Any Factory witness test expenses by others
- Offering manufacturers standard materials of construction by Generac Power Systems.
- External plumbing and gas train accessories by others.
- Offering standard open transition automatic transfer switch per one line diagram.
- Offering Natural Gas genset per drawings, email, and spec. (one line mentions propane; this unit will need to be requoted in that case)

Standard Clarifications:

- Sales Tax is NOT Included.
- Offering manufacturers' standard field testing, Startup & Warranty Registration unless specifically noted above only
- Quotation is limited to the quantity and description listed above
- All Fuel to be provided by others.
- Startup/commissioning must be done within 1 year of factory shipment.
- Responsibility of freight claims to be done by others.
- Jobsite Offloading/Setting is to be done by others.
- Installation & External Wiring is to be done by others.
- Assumes that all work will be done during Normal Business Hours (M-F 8-5)
- Manufacturers' standard literature available upon request.
- This quotation is subject to WPI Terms & Conditions.
- Quotation is valid for 30 days.

Please contact your representative to learn more about our Optional Remote Monitoring Systems, Preventative Maintenance Agreements, Fuel Maintenance

Services, Annual Load Testing, Multi-Purpose Docking Stations and other Power Generation Needs.

Best Regards,

Thomas Lawrence
Sales Representative
Power Generation Products
Waukesha-Pearce Industries
Cell: (281) 928-0469
Email: Thomas.Lawrence@wpi.com

1. Acceptance

All quotations offered by WPI are subject to acceptance within thirty (30) days from the quoted date.

2. Payment Terms

Subject to WPI Credit Department approval, WPI's payment terms are Net-30 Days from date of invoice. WPI does NOT allow for the buyer to withhold "Retainage" from final payment. In the event that WPI requires progress payments the following milestone achievements are:

50% upon submittal approval and release of order to the factory
50% upon completion of equipment, shipment from the factory and prior to delivery to customer site

3. Cancellation or Termination

The Buyer, only upon payment of reasonable cancellation charges related to expenses already incurred and/or commitments made by WPI, may cancel any order placed with WPI. Cancellation charges for Generac Power Systems equipment purchases are subject to the following charges:

- **8+ weeks prior to ship date……25%**
- **6-8 weeks prior to ship date……40%**
- **4-6 weeks prior to ship date……50%**
- **2-4 weeks prior to ship date……75%**
- **At scheduled ship date……100%**

Product purchased with special engineering requirements or discontinued engines are subject to 100% cancellation charge.

4. Change Orders

No alterations in specifications, either for total quantity, delivery, mechanical, electrical or other details may be made without written consent of WPI and readjustment of price and estimated delivery. Change order requests are subject to the following fees and based on factory shipping windows:

- **4-6 weeks prior to ship date……4%**
- **2-3 weeks prior to ship date……6%**
- **Less than 2 weeks……No Changes Accepted**

Depending on the nature and timing of the changes requested, it may be necessary to reschedule production to a later date.

5. Taxes

In addition to the prices stated in the quote, Buyer shall reimburse WPI for any excise, sales, diesel fuel surcharge or use tax incident to this transaction for which WPI may be liable or compelled to collect.

6. Shipping Dates

Any shipment date provided in the quote is approximate and is estimated based on the advised lead-times provided by the manufacturer(s) of the equipment quoted. Upon receipt of a Purchase Order from Buyer, along with complete specifications and drawings approval, if required, and after receipt of WPI's Purchase Order to the manufacturer the estimated delivery will again be advised by the manufacturer to WPI and WPI will update Buyer on the new estimated delivery. WPI shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, acts of the Buyer or by reason of Force Majeure, which shall be deemed to mean all other causes whatsoever not reasonably within the control of WPI, including, but not limited to Acts of God, war, riots or insurrection, blockades, embargoes, sabotage, epidemics, fires, strikes, lockouts or other industrial disturbances, delays of carriers, the inability to secure materials, labor shortages or manufacturing delays. Any delay resulting from any such cause shall extend shipping dates correspondingly. WPI shall in no event be liable for any special, direct or indirect or consequential damages arising from delay(s) irrespective of the reason.

7. Shipping and Delivery Acceptance

It is the responsibility of the buyer or the buyer's representative to inspect all equipment at time of delivery for visible or concealed freight damage. Apparent and concealed damage must be noted on the driver's delivery ticket and subsequent freight claims must be completed and filed directly with the drayage company by the Buyer. In most cases, buyer has up to 30 days to file freight claims when damage is noted with the freight carrier at time of delivery. In most cases, buyer has up to 5 days to file freight claims on damage found after equipment is delivered but not noted at time of delivery. WPI is NOT responsible for damages incurred to equipment during shipment nor is responsible for filing freight claims on damaged equipment incurred in shipment.

8. Equipment Storage

It is hereby understood and agreed that the customer will accept delivery of all purchased equipment within 30 days of fabrication completion. WPI may, at the customers written request, store or stage all or part of, the customers purchased equipment at one of our strategic facilities provided the customer submits an acceptable "Bill & Hold" letter to WPI Inventory Control Department. Buyer hereby agrees to pay WPI in full for all stored equipment within the terms of the contract (Net 30) otherwise the order will subject to incur storage fees of 3% of the contracted sales price per month.

9. Indemnity

Buyer agrees that it will indemnify and hold harmless WPI, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, forfeiture of an oil, gas or mineral lease, damage to a producing reservoir or lease operations of lost production, denied certificate of occupancy or "Green Tag" from the local "AHJ", arising out of, or in any way connected with the failure of, or the operation of the equipment sold by WPI, unless WPI is proven in court to be 100% solely negligent in its responsibilities.

10. Consequential Damages and Other Charges

WPI will not be responsible or liable for any special, direct, indirect or consequential damages or for any operational interruptions or delays, production loss, or other damages or claims of whatever kind caused by or arising out of the fabrication, manufacture, sale, delivery, installation, use, breakage or performance of equipment sold or any part thereof, except only to the extent and in the manner set out in Item 12 below having to do with warranty.

11. Performance Guarantee

Performance is subject to manufacturer's guarantees for horsepower and capacities and is subject to de-rating for actual site conditions.

12. Comments and Exceptions

When Buyer's specifications are attached to or referenced in an invitation to quote, WPI makes a thorough and sincere effort to review these and provide a quote based on WPI's interpretation of the Buyer's specification. WPI's quote will clearly state what is included and what our interpretation is of Buyer's requirements. It is the Buyer's responsibility to review WPI's quote carefully and advise WPI of any discrepancies between Buyer's specification and WPI's quote. WPI's quote constitutes WPI's total offer and only those items; procedures, scope and content clearly stated in the quote are included and WPI makes no guarantee that the products quoted will meet the Buyer's specifications.

13. Warranty

WPI warrants that the equipment of its own fabrication shall be free from defects in design, material, workmanship and title, under normal use, service, and operating conditions, for the period of one (1) year from date of start-up or commissioning or eighteen (18) months from date of shipment. WPI's exclusive remedy for breach of this warranty shall be repair or replacement of any defective parts packaged by WPI, F.O.B. Houston, Texas. Accessories or equipment furnished by WPI, but manufactured by others, shall carry that manufacturer's warranty, which will be passed-on to Buyer. WPI shall not be liable for any repairs, replacements, or adjustments to the equipment or any costs of labor performed by the Buyer or others without WPI's prior written approval. WPI will serve the Buyer by acting as Buyer's representative in regard to warranty claims for items not manufactured by WPI. However, warranty in all cases is limited to the manufacturers' warranty. Any part(s) found to be defective will be replaced at no charge subject to each manufacturers' respective warranty policy, which WPI will administer. Any part(s) replaced that are not subsequently found to be defective by the manufacturer will be charged to the Buyer. Warranty labor for replacement or repair is on site only. Buyer is responsible for travel time, transportation and expenses to and from the closest WPI location, to the location of the subjected equipment. Should WPI travel to the location and find that the cause is not warrantable, all expenses incurred by WPI, to include travel and labor, will be billed to the Buyer at WPI's posted rates. WPI will not be responsible for crane, barge, or special transportation charges associated with warranty repairs.

14. Literature

WPI will provide upon request, the manufacturers standard literature. This includes Spec Sheets, Bill of Materials, Drawings, Operation and Maintenance Manuals and/or Factory Test Reports. WPI takes exception to all specification requirements & requests for non-standard factory literature.

15. Hours of Operation

This bid assumes all work will be done during normal business hours. Normal hours of operation for WPI are 8 am – 5 pm Monday-Friday. Any work performed outside of the normal operating hours will be billed at 1.5 times our current labor rate.

16. Start-Up

When factory start-up services and field testing are included as part of a quoted package it is understood that the equipment will be made available by the buyer for WPI to perform the factory services within six (6) months of shipment. Additional charges may be required for factory services performed beyond the six (6) month window. Customer has one year (365 days) from the initial ship date of a Generac generator to be started up/commissioned and filed online via GENservice. Registration will then activate the warranty start date. If the product is not started up/commissioned within the first year of the ship date, the warranty start date will revert back to the initial ship date. In addition, any product not started up in the first year must have the Long Term Preservation and Storage Procedure performed and the form completed. Forms must be submitted BEFORE the first year after the initial ship date has expired.

SUBMITTAL COMMENTS

VME ENGINEERING	HCRMA Generator	1615 Laurel CT Donna, TX 78537 956-472-5161

Submittal: Emergency Generator

Specification Section:

Reviewed by: Fernando Gallegos **Date:**07-15-2021

Reviewing is only for conformance with the design concept of the project. The contractor is responsible for dimension; for information that pertains solely to the job processed or to the means, methods, techniques, sequences and procedures of construction; and for coordination of the work of all trades. The contractor shall not be relieved of the responsibility for any deviation from the requirements of the Contract Documents by the Engineer's review of Shop Drawings

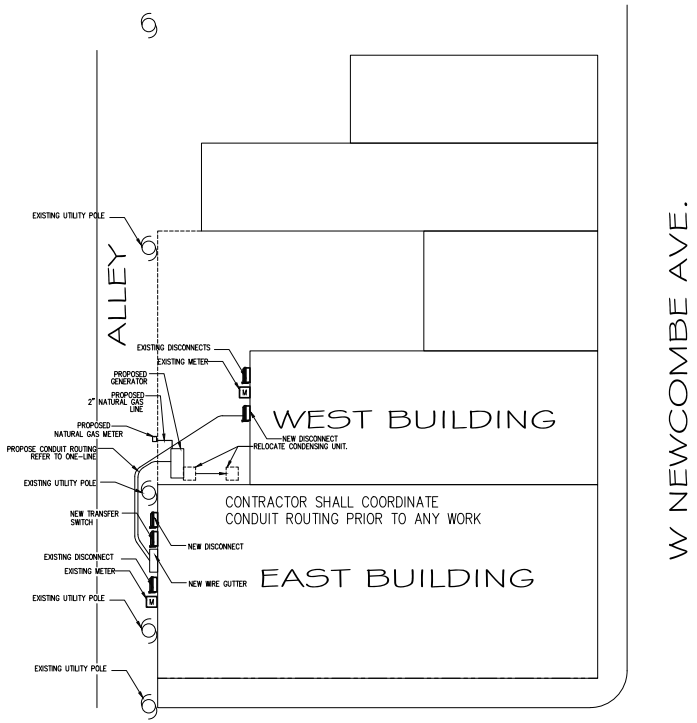
Actions:

- **A.** ☒ **Reviewed**
- **B.** ☐ **Reviewed as Noted**
- **C.** ☐ **Not Approved**
- **D.** ☐ **Revise and Resubmit**
- **E.** ☐ **Revise and Resubmit Items Noted**
- **F.** ☐ **Contractor's Certification Required**
- **G.** ☐ **Manufacturer Not as Specified**

Comments (additional comments may be noted in submittal):

Comments reflect the equipment submitted quantities should be verified with drawings, details, and notes.

Waukesha-Pearce Industries. 130KW Approved. Contractor to coordinate transfer switch. One line shows transfer switch but it will be supplied with Generator.



1 ES1.0 ELECTRICAL SITE PLAN
Scale: APPROXIMATELY 1/16" = 1'-0"

ENGINEERING
Valley Mechanical Electrical
1615 Laurel CT, Donna, Texas 78537
P: 956.472.5161 www.vme-engineering.com
Texas Registered Engineering Firm - F14031
Project number: 034.21

5/11/21

STATE OF TEXAS
FERNANDO GALLEGOS
109882
LICENSED PROFESSIONAL ENGINEER

ISSUED FOR CONSTRUCTION
ISSUED: 06-02-2021

HCRMA GENERATOR DESIGN

203 W. Newcombe Ave. Pharr, TX 78577

REVISIONS

PROJECT #	034.21
DRAWN BY:	JJR
CHECKED BY:	FG

SHEET NAME:
ELECTRICAL SITE PLAN

SHEET
ES1.0

Occupancy Schedule Business				
Number	Name	Occupancy	Area	Occupant Load
BUSINESS				
203	MAIN LOBBY	BUSINESS	283 SF	2
A101	CORRIDOR	BUSINESS	192 SF	1
203A	OFFICE	BUSINESS	246SF	2
203B	SHARED OFFICE	BUSINESS	220 SF	2
203C	OFFICE	BUSINESS	148 SF	1
203D	CENTRAL FILES	BUSINESS	231 SF	2
203E	OFFICE	BUSINESS	101 SF	1
203F	OFFICE	BUSINESS	113 SF	1
A109	HALL	BUSINESS	50 SF	0
A111	CORRIDOR	BUSINESS	111 SF	1
203I	WOMEN'S RESTROOM	BUSINESS	126 SF	1
203J	MEN'S RESTROOM	BUSINESS	119 SF	1
A115	CORRIDOR	BUSINESS	154 SF	1
201G	OFFICE	BUSINESS	118 SF	1
201F	OFFICE	BUSINESS	214 SF	2
201E	OFFICE	BUSINESS	231 SF	2
201D	PLOTTER	BUSINESS	156 SF	1
201A	SMALL CONFERENCE ROOM	BUSINESS	500 SF	4
201C	OFFICE	BUSINESS	214 SF	2
201B	OFFICE	BUSINESS	177 SF	1
A124	FOYER	BUSINESS	172 SF	1
201K	STORAGE	BUSINESS	119 SF	1
201I	LOUNGE	BUSINESS	154 SF	1
A127	CORRIDOR	BUSINESS	58 SF	0
BUSINESS			4210 SF	31

UTILITY				
203G	MECH	UTILITY	75 SF	0
203H	STORAGE	UTILITY	55 SF	0
201H	JAN	UTILITY	32 SF	0
UTILITY			161 SF	0

ASSEMBLY				
201J	CONFERENCE ROOM	ASSEMBLY	825 SF	54
ASSEMBLY			825 SF	

TOTAL OCCUPANCY LOAD: 85 PPL



1 FURNITURE LAYOUT PLAN
3/16" = 1'-0"

NOTE: FURNITURE BY OWNER UNLESS OTHERWISE NOTED OR DETAILED

ARKIFORM
ARCHITECTURE + MANAGEMENT
810 N Alton Blvd, Alton, TX 78573
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REGISTERED ARCHITECT JOSE GARCIA III STATE OF TEXAS

JOSE C GARCIA III, RA, AIA
ARKIFORM LLC

SIGNED: 4/11/18
EXPIRES: 6/5/18

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY OFFICE RELOCATION & REMODEL

PHARR, TX

REVISION:

DRAWN BY: CG3
CHECKED BY: CG3
DATE: 04/11/18

FURNITURE LAYOUT PLAN & DETAILS

A900


LOBBY AREA
CONFERENCE AREA
TABLE 6'-0"X4'-0"
24'-2"
WORK STATION 7'-5"X5'-0"
EIT 305 SQ. FT.
19'-4"
14'-9"
16'-1"
7'-0"
FILE CABINETS
SHELVES
SHELF
PRINTER 5'-6"X3'-0"
DESK 5'-6"X3'-0"
OPTO. TABLE 6'-0"X3'-0"
WORK STATION 7'-5"X5'-0"
SHELF
SHELF
SHELF
EIT / INSPECTOR 450 SQ.FT.
28'-0"
DIRECTOR 289 SQ.FT
DESK 6'-0"X2'-0"
19'-7"
TABLE Ø 3'-0"
WORK STATION 7'-5"X5'-0"
DESK 6'-0"X3'-0"
CADD TECH 172 SQ.FT
ROUTER 5'-10"X2'-4"
DESK 6'-0"X2'-0"
11'-8"
SHELF
OPTO. TABLE 6'-3"X3'-0"
DESK 6'-0"X3'-0"
GIS MANAGER 186 SQ.FT.
11'-7"
SHELF
LOUNGE 290 SQ.FT.
TABLE Ø 4'-0"
TABLE Ø 4'-0"
19'-8"
STORAGE 59 SQ. FT.
STORAGE 36 SQ.FT.
MECH. 47 SQ.FT.
5'-4"
STORAGE 46 SQ.FT.
STORAGE 109 SQ.FT.
12'-7"
SHELF
FRIDGE
RR 46 SQ.FT.
WORK STATION 5'-0"X3'-0"
SHELF
STORAGE 166 SQ.FT.
13'-1"
RR 29 SQ.FT.
5'-11"
97'-10"
5'-3"
17'-9"
14'-5"
37'-9"
49'-3"

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2021-31

APPROVAL OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY'S QUALITY ASSURANCE PROGRAM.

THIS RESOLUTION is adopted this 27th day of July, 2021 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 Commission determined that the Authority would benefit the State by constructing needed roadway projects as identified by the County, including the approximately I 04-mile Hidalgo County Loop (the "Loop System") and the US 83 La Joya Relief Route; and

WHEREAS, the Authority has identified an independent project suitable for initial development under the Loop System: State Highway 365 from FM 396/Anzalduas Highway to US 281/Military Highway and the US 281/Military Highway Overpass at San Juan Road, including the reconstruction and widening of US 28I/Military Highway from 0.45 mile east of SP 600 to FM 2557/Stewart Road, with a new grade separated interchange at SH 365/US 281 Intersection; and

WHEREAS, Section 228.01 I, Texas Transportation Code, provides for local toll project entities, including the Authority, to develop toll projects and Sections 201.103 and 222.052 of the Code establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, on June 23, 2015 the HCRMA Board found it to be in the best interest of the Authority to approve the adoption of the Texas Department of Transportation Quality Assurance Program to ensure that materials and workmanship incorporated into any highway construction project are in reasonable conformity with the requirements of the approved plans and specifications, including any approved changes; and

WHEREAS, in May of 2019, the Texas Department of Transportation revised the QAP and individualized requirements for Deign Bid Build Projects, the Board of Directors of the Hidalgo County Regional Mobility Authority the Board finds it to be in the best interest of the Authority to approve the adoption of the updated and revised 2019 Quality Assurance Program for Design Bid Build Projects to ensure that materials and workmanship incorporated into any highway construction project are in reasonable conformity with the requirements of the approved plans and specifications, including any approved changes.

WHEREAS, the Quality Assurance Program adopted by the Authority conforms with 23 CFR 637(b) and consists of and Acceptance Program and Independent Assurance Program based on test results obtained by a qualified person or equipment;

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

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

Section 2. The Board hereby approves the adoption of the Texas Department of Transportation Quality Assurance Program for Design Bid Build Projects to be utilized on Capital Improvement Projects for the Hidalgo County Regional Mobility Authority, attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to implement the adopted Quality Assurance Program for all Capital Improvement project for the Hidalgo County Regional Mobility Authority as applicable.

*****

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 27th day of July 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A
2019 QUALITY ASSURANCE PROGRAM
FOR
DESIGN BID BUILD PROJECTS



Quality Assurance Program for Design-Bid-Build Projects

May 2019

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SECTION 1 - INTRODUCTION

1.1 Overview

The Texas Department of Transportation (TxDOT) established the Quality Assurance Program (QAP) for Design-Bid-Build (D-B-B) Projects to ensure that materials and workmanship incorporated into highway construction projects are in reasonable conformity with the requirements of the approved plans and specifications, including any approved changes. This program conforms to the criteria in 23 CFR 637 B, where the Materials and Tests Division (MTD) central laboratory will be accredited under the AASHTO Accreditation Program (AAP) which oversees the statewide qualification program.

It consists of an "Acceptance Program" and "Independent Assurance (IA) Program" based on test results obtained by qualified persons and equipment.

The QAP allows for the use of validated Contractor-performed quality control (QC) test results as part of an acceptance decision. It also allows for the use of test results obtained by commercial laboratories in acceptance decisions. The acceptance of all materials and workmanship is the responsibility of the Engineer.

1.2 Support

For more information regarding the information and procedures in the program, contact the Materials and Tests Division (MTD) Administration at 512/506-5843.

SECTION 2 - ACCEPTANCE PROGRAM

2.1 Overview

The Quality Assurance Program (QAP) assures materials, incorporated into any highway construction project, are subject to verification sampling and testing, as well as quality control (QC) sampling and testing when required by the specifications.

The District Engineer will delegate an individual at the district level for the accountability of certification verification in SiteManager (SM) and at the laboratory for various project delivery options applicable to the DBB program.

The delegation of authority should encompass a mechanism that provides oversight authority and an audit function to ensure compliance. Additional information can be found in Section 6.7 – Dispute Resolution.

2.2 Sampling and Testing Frequency and Location

Verification sampling and testing will be performed at the location and frequency established in the Department's Guide Schedule of Sampling and Testing for Design-Bid-Build (DBB) Projects (DBB Guide Schedule) or specifications specific to each project.

2.3 Documentation

Testing will be documented within SiteManager on the department approved excel templates. When the tester does not enter test results directly into SM, the hardcopy will need to be scanned and attached to the SM sample documenting the tester's name.

2.4 Quality Control Sampling and Testing

Contractor-performed QC sampling and testing may be used as part of an acceptance decision when required or allowed by specification.

QC sampling and testing personnel, laboratories, and equipment will be qualified in accordance with Section 6 – Technician Qualification Program and Section 7 – Laboratory Qualification Program and will be evaluated under the Independent Assurance Program, as described in Section 3 of this document.

QC test results will be validated by verification test results obtained from independently taken samples. Qualified TxDOT personnel or their designated agents will perform verification sampling and testing.

2.5 Dispute Resolution

When QC test results are used in the acceptance decision, the MTD central laboratory or an accredited independent laboratory approved by MTD will perform the referee testing. The referee laboratory decision will be final.

SECTION 3 - INDEPENDENT ASSURANCE PROGRAM

3.1 Overview

The Independent Assurance (IA) program evaluates all sampling and testing procedures, personnel, and equipment used as part of an acceptance decision.

The IA program evaluates the qualified sampling and testing personnel and testing equipment and is established using the system approach. The system approach bases frequency of IA activities on time—regardless of the number of tests, quantities of materials, or numbers of projects tested by the individual being evaluated.

3.2 Required Frequencies and Activities

Table 1 gives the frequencies and activities required for evaluating sampling and testing personnel and equipment under the system approach to IA.

Table 1

Frequencies and Activities Required Under IA System Approach

Time	Activity
Before performing acceptance sampling and testing.	Qualification required under Section 6 and Section 7 of this QAP.
Within 12 months after Observation and Qualification, not to exceed 15 months.	Each qualified technician is required to participate in the first available proficiency or split sample for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 24 months after Observation and Qualification, not to exceed 27 months.	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 36 months of Qualification. (Only required for certifications issued by TxDOT or TXAPA with a 3-year cycle.)	Qualification is again required under Section 6 and Section 7 of this QAP.
Within 36 months after Observation and Qualification, not to exceed 39 months. (Only required for ACI, which has a 5-year certification cycle.)	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 48 months after Observation and Qualification, not to exceed 51 months. (Only required for ACI, which has a 5-year certification cycle.)	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.

Within 60 months of qualification (Only required for certifications issued by ACI with a 5-year cycle.)	Qualification is again required under Section 6 and Section 7 of this QAP.

Maintaining technician qualification under the IA system approach requires continuation of the above cycle of qualification and successful split or proficiency sample testing.

3.3 Testing Equipment

MTD will qualify district laboratory testing equipment used for acceptance sampling and testing, in accordance with Section 7 – Laboratory Qualification Program. Any non-TxDOT commercial laboratory used for acceptance sampling and testing must be accredited in accordance with Section 7.3 – Qualification.

MTD may designate the district laboratory to qualify commercial laboratory testing equipment, used for acceptance sampling and testing, in accordance with corresponding calibration test procedures. MTD or TxDOT district laboratory may hire a third-party entity to perform calibration or verification in accordance with corresponding calibration test procedures.

The qualifying authority will qualify testing equipment in accordance with the following guidelines.

A. Frequency for qualifying sampling and testing equipment must not exceed 1 year.
B. Calibration or verification is required whenever the laboratory or equipment is moved.

The qualifying authority will evaluate any equipment used to perform verification and QC sampling and testing in making an acceptance decision. This evaluation includes calibration checks and split or proficiency sample tests. The Department test procedures referenced in Section 7.4 – Calibration Standards and Frequencies for Laboratory Equipment give the requirements for, and frequency of, equipment calibrations.

3.4 Testing Personnel

MTD will qualify district and commercial laboratory personnel performing IA activities, in accordance with Section 6 – Technician Qualification Program.

MTD may designate a district laboratory to qualify other Department personnel and accredited commercial laboratory personnel performing IA activities. When a district qualifies commercial laboratory personnel, they must notify MTD in writing.

Individuals performing IA activities will be other than those performing verification or QC testing.

IA personnel will evaluate any individual performing verification or QC sampling and testing. This evaluation includes observations and split or proficiency sample testing.

3.5 Comparing Test Results

Comparison of the split sample test results can be used if equipment or procedures issues are suspected. Appendix B gives the acceptable tolerance limits for comparing test results from split and proficiency samples.

If the comparisons of the test results do not comply with the tolerances, an engineering review of the test procedures and equipment will be performed immediately to determine the source of the discrepancy.

3.6 Annual Report of IA Program Results

MTD will compose and submit an annual report to the Federal Highway Administration (FHWA) summarizing the results of TxDOT's systems approach IA program. See Appendix C for the annual report form.

This report identifies:

- number of sampling and testing personnel evaluated by the systems approach IA testing;
- number of IA evaluations found to meet tolerances in Appendix B;
- number of IA evaluations found to not meet tolerances in Appendix B; and
- summary of any significant system-wide corrective actions taken.

SECTION 4 - MATERIALS CERTIFICATION

4.1 Overview

The TxDOT District Area Engineer or Director of Construction will submit a materials certification letter, conforming in substance to the examples shown in Appendix D or E, as applicable.

For projects with federal oversight, submit the materials certification letter (Appendix D) to the FHWA division administrator, with a copy to MTD.

For non-federal oversight projects, submit the material certification letter (Appendix E) to the TxDOT District Engineer, with a copy to MTD.

Either letter must be submitted at final acceptance of the project.

SECTION 5 - CONFLICT OF INTEREST

5.1 Overview

To avoid an appearance of a conflict of interest, any qualified non-TxDOT laboratory will perform only one of the following functions on the same project:

- verification sampling and testing;
- QC sampling and testing;
- IA testing; or
- referee testing.

SECTION 6 - TECHNICIAN QUALIFICATION PROGRAM

6.1 Purpose

This program provides uniform statewide procedures for technician qualification to ensure that tests required by the specifications are performed according to the prescribed sampling and testing methods.

6.2 Technician Qualification

Sampling and testing personnel will be qualified to perform sampling and testing for the acceptance of materials in the areas of soils, bituminous, aggregate, and concrete materials.

The test methods for which individuals can be qualified are included in the following series of the TxDOT Test Procedures.

- 100-E Series (Soils)
- 200-F Series (Bituminous)
- 400-A Series (Aggregates and Concrete)
- 500-C Series (Asphalt – Tex-500-C and Tex-530-C)

6.3 Who Must Be Qualified?

Any individual who performs sampling and testing on the materials listed in Section 6.2 – Technician Qualification, for acceptance, must be qualified in each test procedure they perform.

NOTE—Reciprocity may be granted to individuals who have been successfully qualified under another state's program. These situations will be considered on a case-by-case basis and must meet the approval of the Materials and Tests (MTD) Division Director.

6.4 Who Can Qualify Sampling and Testing Personnel?

The following personnel may qualify an individual to perform the required sampling and testing of materials:

- MTD personnel;
- qualified district materials engineer or laboratory supervisor (except as noted below);
- qualified district laboratory personnel who have been authorized by the district materials engineer or laboratory supervisor to qualify others; and
- department-approved entities such as the Texas Asphalt Pavement Association (TXAPA) and the American Concrete Institute (ACI). Certifications received from these institutions may be used to satisfy the written exam and observation part of the Technician Qualification Program.

NOTE—Each district laboratory will maintain a minimum of one individual qualified by MTD or its designated agent, for each test procedure performed within the district. To perform testing and qualify district personnel for TxDOT concrete test methods, at least one individual from the district laboratory must have the corresponding ACI Field and Strength certifications issued by MTD.

6.5 Required Certifications for Commercial Laboratory and Contractor Personnel

Non-TxDOT laboratory personnel performing sampling and testing for TxDOT, or as required by specification, must obtain and keep current the following certifications pertinent to their scope of testing:

- ACI Concrete Field Testing Technician – Grade I,
- ACI Concrete Strength Testing Technician,
- TXAPA HMA Level 1A – Plant Production Specialist,
- TXAPA HMA Level 1B – Roadway Specialist,
- TXAPA HMA Level 2 – Mix Design Specialist,
- TXAPA SB 101 – Property Specialist,
- TXAPA SB 102 – Field Specialist,
- TXAPA SB 103 – Materials Analysis Specialist,
- TXAPA SB 201 – Strength Specialist,
- TXAPA SB 202 – Compressive Strength Specialist, and
- TXAPA AGG101 -– Aggregate Specialists.

For testing procedures not covered by the above certifications, the following personnel may qualify an individual to perform the required sampling and testing of materials:

- district laboratory personnel who have been authorized by MTD to perform technician qualifications, and
- MTD personnel.

6.6 Qualification Procedure

To qualify, an authorized evaluator must witness an individual successfully perform the specific test and the necessary calculations required to determine specification compliance. Successful performance is defined as demonstrating the ability to properly perform the key elements for each test method. If the individual fails to demonstrate the ability to perform a test, the individual will be allowed one retest per test method at the evaluator's

convenience. The maximum number of attempts cannot exceed three trials in a 90-day period of time.

In addition to successful performance of a test method, the individual must pass a written examination (minimum score of 80%) administered by an authorized evaluator. The maximum amount of time allocated per test will be one hour. If an individual cannot complete the written test in an hour, it will result in failure. An individual failing the written examination may request a retest. The retest must be scheduled and administered within 30 days of notification of failure; however, the maximum number of attempts cannot exceed three trials in a 90-day period of time.

Under unique circumstances, the qualification authority may grant a verbal examination upon request. The reasons for requesting a verbal examination must be presented and documented before the individual is allowed to take the examination. Should the technician fail the retest examination, the technician will not be allowed to test again unless a written notification is received from the technician's employer or supervisor stating that the technician has received additional training. MTD or its representative will determine the adequacy of the additional training. Failure to pass the third written examination will be considered as failing the entire qualification.

Successful qualification is defined as passing both the written and performance examinations.

In addition, the individual must participate in split or proficiency samples administered by the qualifying authority to validate the qualification as defined in Appendix B. MTD determines the qualifying authority for the split or proficiency sample.

Unless otherwise stated, qualification of an individual is valid for not more than 3 years, after which the individual must be re-qualified. Under the IA system approach, annual split or proficiency evaluations will be required as specified in Section 3.2 – Required Frequencies and Activities. Failure to satisfactorily complete annual split or proficiency testing will result in certification revocation.

6.7 Provisional Certifications

If the required certifications, listed in the Section 6.5 – Required Certifications for Commercial Laboratories and Contractor Personnel, cannot be readily obtained due to course availability, schedule conflicts, or other extenuating circumstances, provisional certifications administered by MTD or TxDOT's district laboratory will be allowed, per the following stipulations:

- provisional certifications must be approved by MTD or TxDOT district laboratory supervisor;
- provisional certifications will be valid for one month after the TXAPA and ACI examination dates; and
- the candidate must show evidence of having enrolled in the required ACI or TXAPA course.

6.8 Responsibility and Documentation

MTD and the district materials engineer, laboratory supervisor, or designee are responsible for maintaining documentation of all individuals qualified under their authority who perform required tests for acceptance of materials. The CE&I firm shall identify a coordinator with the responsibility to communicate with the Area Office who will then coordinate with the district level person to satisfy the requirements for qualified testers. SiteManager shall be used to send email notification on certification status to the owner (technician) as well as the district level responsible person. TxDOT's SiteManager will be the official system of record for qualified or certified TxDOT and commercial laboratory personnel.

Issuance of qualification certificates by the TxDOT qualifying authority is not required. A qualification summary listing all tests for which an individual is qualified is available in SiteManager and may be printed and signed at the district's discretion. Documentation is to be maintained through the Object Linking and Embedding (OLE) attachment window. This function allows all qualified personnel supporting documentation to be viewed in SM which includes:

- copies of certificates issued by ACI and TXAPA; or
- copies of certificates issued by MTD or TxDOT district laboratory, if issued;
- Quality Assurance Test (QAT) report with clear identification of technician's name, qualifier's name, score, and date taken; and
- original performance examinations for test procedures administered to each technician by the TxDOT qualifying authority, with clear identification of technician's name, qualifier's name, qualification status, and date.

Documentation retention will be for the life of the qualification, as detailed in the State of Texas Records Retention Schedule.

Results of annual proficiency testing administered by MTD or TXAPA will be stored in their respective central repositories through SharePoint. Annual split sample evaluations should be stored in SiteManager.

6.9 Disqualification

Accusations of misconduct by testing technicians are made to the responsible TxDOT district representative and reported to MTD. Table 2 defines the 3 levels of misconduct: neglect, abuse, and breach of trust.

Table 2

Levels of Misconduct

Term	Definition
Neglect	Unintentional deviations from testing procedures or specifications.
Abuse	Careless or deliberate deviation from testing procedures or specifications.
Breach of Trust	Violation of the trust placed in the certified technician including, but not limited to, acts such as: • falsification of records; • being aware of improprieties in sampling, testing, or production by others and not reporting them to appropriate supervisors involved in the project; • re-sampling or retesting without awareness and consent of appropriate supervisors involved in the project; and • manipulating compensation or production.

The certification steering committee will investigate accusations of misconduct with the assistance of the responsible district. Depending on the severity of the misconduct, MTD may impose penalties ranging from a written reprimand, a temporary suspension, or a permanent revocation of the certification, contingent upon the findings of the investigation. A technician with a revoked certification will be removed from the project and will not be allowed to be employed on any TxDOT project statewide.

SECTION 7 - LABORATORY QUALIFICATION PROGRAM

7.1 Purpose

This program provides uniform statewide procedures to ensure that laboratory facilities and equipment are qualified for the performance of required sampling and testing methods.

7.2 Laboratory Responsibility

The responsibilities are spread among varying roles and are defined below to achieve a level of quality and to maintain program compliance.

7.2.1 CE&I

The CE&I firm shall:

- determine all test methods and certification requirements for a project and submit to the area office coordinator within ten (10) days after the execution of the contract and before the kick off meeting;
- submit required technician certifications and commercial lab requests submittals to the AO; and
- provide a quality plan to the AO that will demonstrate how quality is to be achieved through acceptance testing, per project. Include how the firm will track and ensure that only certified technicians perform acceptance on equipment that is calibrated and in good working order.

7.2.2 District AO Personnel

The Area Engineer will delegate the District AO coordinator. The AO coordinator shall:

- provide the district lab personnel with monthly status of the CE&I projects;
- provide the district lab contacts for CE&I firms and their commercial labs;
- invite the district lab personnel to the kick off and associated preconstruction meetings;
- will forward all CE&I technician certifications and laboratory submittals or requests to the district lab;
- will review the CE&I project specific testing, certification, and equipment needs; and
- submit the CE&I's quality plan to the district lab.

7.2.3 District lab coordinator

The district lab coordinator shall:

- review and make recommendations to the AO coordinator for approval or rejection of the CE&I quality plan;
- coordinate the inspection of the commercial lab facility and equipment once the quality plan has been approved;
- communicate the status of the inspection with the CE&I firm;
- use SM to auto notify the owner (technician) and the district lab designee before certification expiration; and
- conduct an internal review for continual compliance for all levels of certifications annually.

7.3 Qualification

All laboratories performing sampling and testing for TxDOT require qualification. These include, but are not limited to the following:

- Materials and Tests Division (MTD) central laboratory;
- District laboratories;
- area or project laboratories (including field laboratories at hot mix and concrete plants);
- MTD field laboratories; and
- commercial laboratories.

7.3.1 District Lab Accreditation

MTD is responsible for accrediting the district and MTD field laboratories. Upon completion of the laboratory accreditation process, the district lab is assigned a rating. The rating system identified in Table 3 is based on the associated risks to the department.

Table 3
Rating Legend

Number	Rating Legend
1	Excellent review with minor or no deficiencies notated.
2	Several deficiencies or repetitive observation were notated.
3	A level of negligence was found programmatically violating compliance requirements.

Each laboratory inspection summarizes the accreditation visit where a finding is classified as either a deficiency or an observation, defined as follows:

Deficiency: A finding that indicates policy or practice contrary to the requirements of the applicable test methods or documented quality procedures.

Observation: Observations are intended as comments for improvements relating to specific technical information to offer recommendations for best practice. Specifically, observations are noted for any technically related deficiencies where judgment and experience indicate it is not likely to affect the laboratory's ability to produce valid and accurate test results.

Resolution of Findings

A corrective action report (CAR) and supporting documentation is collectively submitted to MTD to address the findings notated in the report. The CAR will document actions that have been taken to prevent reoccurrence and to show a formal resolution to the findings.

Deficiencies:
Deficiencies require a formal written response describing the corrective actions taken or planned and enough documentation, i.e., records, copies of new or revised procedures, equipment invoices, or photographs to substantiate actions taken. Corrective actions should be permanently implemented to prevent recurrence of the problem.

Observations:
No written response is required for findings identified as observations. The laboratory should; however, take necessary corrective action to address the observation to prevent possible recurrence. Repeat observations may result in deficiencies.

The resolution should be completed in 21 days from the issuance of the report. If the laboratory cannot satisfy the findings in the report, an extension may be requested for additional time to resolve any outstanding or pending findings. Additional time extensions may be granted on a case by case scenario but should not exceed 90 days. When the findings cannot be resolved within the 90-day period, the MTD Division Director (DD) will escalate the outstanding issues at his discretion to the DOC or DE as needed. See Section 7.5 – Non-Compliance.

7.3.2 Commercial Lab and CE&I Qualification Process

At the district level, the district laboratory will be the qualifying authority for area office and commercial laboratories, only in the areas for which the district laboratory is accredited. They are also responsible for participating and conducting a peer review that will include a minimum of two projects conducted by CE&I firms to ensure program compliance. The peer review shall be documented and conducted within 12-24 months after MTD conducts the QAP district accreditation.

When a district qualifies a commercial laboratory, they must notify MTD in writing and submit a copy of the laboratory qualification certificate. A directory of all TxDOT-qualified laboratories is available through the MTD crossroads intranet.

The laboratory qualifying authority will use Form 2682, "Quality System Inspection – Commercial Laboratory," to document the following:

- identify the scope of testing to be performed;
- verify that test methods used to perform tests are available and current;
- document that the laboratory has the required equipment to perform the tests;
- check the calibration or verification records for each piece of equipment, to include:
    - description of equipment,
    - identification of any traceable standard used,
    - frequency of calibration,
    - date of calibration,
    - date of last calibration,
    - date of next calibration,
    - calibrating technician,
    - procedure used to calibrate or verify equipment, and
    - detailed results of calibration; and
- verify that the laboratory has qualified or certified technicians to perform required testing.

In addition, all equipment may be subject to calibration verification or other inspection by the qualifying authority. Laboratories performing acceptance sampling and testing should use results from TxDOT's Material Producer List (MPL), and perform materials sampling and testing in accordance with TxDOT's DBB Guide Schedule. Materials that are not monitored or not pre-approved by TxDOT are subject to sampling and testing as part of the acceptance program, except as noted in the DBB Guide Schedule remarks.

NOTE—Project or field laboratories performing Tex-113-E, Tex-117-E, and Tex-242-F tests must be an approved laboratory from TxDOT's MPL.

Laboratories are qualified every 3 years, at a minimum, although accreditation may be an ongoing process. Calibration or verification is required whenever laboratory or equipment is moved or per the minimum laboratory standards defined in Section 7.4 – Calibration Standards and Frequencies for Laboratory Equipment.

An annual internal audit should be conducted by designated staff to ensure continual compliance with technician records and equipment intervals. The following are tools and resources available to aid in managing the program for compliance:

- SM Material Users Query that allows filtering to determine expiring certifications, and
- Form 2682.

7.4 Calibration Standards and Frequencies for Laboratory Equipment

The standards for calibration and the frequencies for laboratory equipment calibrations are shown in:

- Tex-198-E, "Minimum Standards for Acceptance of a Laboratory for Soils and Flexible Base Testing,"
- Tex-237-F, "Minimum Standards for Acceptance of a Laboratory for Hot Mix Testing,"
- Tex-498-A, "Minimum Standards for Acceptance of a Laboratory for Concrete and Aggregate Testing," and
- Tex-900-K Series, procedures for calibrating, verifying, and certifying equipment and devices.

7.5 Non-Compliance

A laboratory that does not meet all the above requirements is subject to disqualification or suspension.
Any equipment in a qualified laboratory failing to meet specified equipment requirements for a specific test method will not be used for that test method. MTD or the TxDOT district laboratory responsible for the certification or audit will immediately notify all applicable Area Offices of non-conformance for those test methods.

7.6 Documentation

The qualifying authority is responsible for verifying that laboratories are qualified to perform sampling and testing. Documentation will be required to be kept by the qualifying authority and the qualified laboratory. Calibration records will be maintained for a minimum of 10 years. Upon satisfactory completion of the laboratory qualification process, the qualifying authority will issue a certificate within 14 days covering the scope of testing in which the laboratory has been qualified, with a copy to MTD.

Laboratory qualification documentation to be maintained by the qualifying authority includes:

- availability and calibration or verification records for each piece of equipment;
- personnel qualified or certified to perform required testing; and

- copy of laboratory qualification certificate issued.

7.7 Dispute Resolution

The next higher qualification authority will resolve disputes concerning calibration and verification of equipment. For disputes that cannot be resolved at the district level, MTD will be the final authority.

Appendix A
Acronyms and Definitions

The following terms and definitions are referenced in this document and have the meanings set forth below.

AAP	AASHTO Accreditation Program (AASHTO re:source and CCRL)
AASHTO	American Association of State Highway Transportation Officials
ACI	American Concrete Institute
AO	Area Office
AQMP	Aggregate Quality Monitoring Program
CAR	Corrective Action Report
CCRL	Concrete and Cement Reference Laboratory
CE&I	Construction Engineering and Inspection
CFR	Code of Federal Regulations
MTD	Materials and Tests Division
CMEC	Construction Materials Engineering Council
FHWA	Federal Highway Administration
HMA	Hot-Mix Asphalt
HMAC	Hot-Mix Asphalt Center
IA	Independent Assurance
L-A-B	Laboratory Accreditation Bureau
MPL	Material Producer List
QAP	Quality Assurance Program
QAT	Quality Assurance Test
QC	Quality Control
SM	SiteManager
TXAPA	Texas Asphalt Pavement Association
TxDOT	Texas Department of Transportation

Abuse—Careless or deliberate deviation from testing procedures or specifications.

Acceptance Program—All factors that comprise TxDOT's program to determine the quality of the product as specified in the contract requirements. These factors include verification sampling, testing, and inspection and may include results of QC sampling and testing.

Accredited Laboratories—Laboratories that are recognized by a formal accrediting body as meeting quality system requirements including demonstrated competence to perform standard test procedures.

Breach of Trust—Violation of the trust placed in the certified technician including, but not limited to, acts such as: falsification of records; being aware of improprieties in sampling, testing, or production by others and not reporting them to appropriate supervisors involved in the project; re-sampling or retesting without awareness and consent of appropriate supervisors involved in the project; and manipulating compensation or production.

Certified Technician—A technician certified by some agency as proficient in performing certain duties.

Independent Assurance (IA) Program—Activities that are an unbiased and independent evaluation of all the sampling and testing procedures, equipment, and personnel qualifications used in the acceptance program.

Material Producer List (MPL)—TxDOT-approved products and materials from various manufacturers and producers are located at:
http://www.txdot.gov/business/resources/producer-list.html

Neglect—Unintentional deviations from testing procedures or specifications.

Proficiency Samples—Homogenous samples that are distributed and tested by 2 or more laboratories or personnel. The test results are compared to assure that the laboratories or personnel are obtaining the same results.

Qualified Laboratories—Laboratories that are capable as defined by appropriate programs established by TxDOT. As a minimum, the qualification program must include provisions for checking testing equipment, and the laboratory must keep records of calibration checks.

Qualified Sampling and Testing Personnel—Personnel who are capable as defined by appropriate programs established by TxDOT.

Quality Assurance (QA)—All planned and systematic actions necessary to provide confidence that a product or service will satisfy given requirements for quality.

Quality Control (QC)—All Contractor operational techniques and activities performed or conducted to fulfill the contract requirements.

TxDOT Standard Specifications—the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the Texas Department of Transportation, including all revisions thereto applicable on the effective date of the contract documents.

Verification Sampling and Testing—Sampling and testing performed to verify the quality of the product.

Appendix B
Test Methods for Split or Proficiency Evaluation

After observation and qualification, each qualified technician is required to participate annually in one proficiency or split sample test for each test method requiring independent assurance. Split sample test results must compare to the independent assurance test results below. Proficiency sample test results must be within ±2 standard deviations of the proficiency sample mean.

Laboratory Testing Procedures and Tolerance Limits

Test Procedure	Description	Tolerance
Tex-104-E	Liquid Limit of Soils	15% of mean[1]
Tex-105-E	Plastic Limit of Soils	15% of mean[1]
Tex-106-E	Plasticity Index of Soils	20% of mean[1]
Tex-107-E	Bar Linear Shrinkage of Soils	± 2%
Tex-110-E	Particle Size Analysis of Soils, Part I	> No. 4 sieve: ± 5% points
		≤ No. 4 sieve: ± 3% points
Tex-113-E	Moisture-Density Relationship of Base Materials	Density ± 2.0 PCF
		Moisture Content ± 0.5%
Tex-117-E	Triaxial Compression for Disturbed Soils and Base Materials, Part II	Strength ± 15 psi
		Moisture Content ± 0.5%
Tex-200-F	Asphaltic Concrete Combined Aggregate	>5/8" sieve: ± 5.0% points (individual % retained)
		≤5/8" sieve–No. 200: ± 3.0% (individual % retained)
		Passing No. 200: ± 1.6% points
Tex-206-F	Compacting Test Specimens of Bituminous Mixtures	± 1.0% laboratory-molded density in accordance with Tex-207-F
Tex-207-F	Determining Density of Compacted Bituminous Mixtures	Laboratory-Molded Density: ± 1.0%
		Laboratory-Molded Bulk Specific Gravity: ± 0.020
		In-place air voids (cores): ± 1.0%
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	± 0.020
Tex-236-F	Asphalt Content of Asphalt Paving Mixtures by the Ignition Method	± 0.3%

Test Procedure	Description	Tolerance
Tex-241-F	Compacting Bituminous Specimens Using the Superpave Gyratory Compactor (SGC)	± 1.0% laboratory-molded density in accordance with Tex-207-F
Tex-418-A	Compressive Strength of Cylindrical Concrete Specimens	17% of mean[1] (4 × 8" specimen)
		14% of mean[1] (6 × 12" specimen)

1. The difference between compared test results must not exceed the indicated percentage of the mean of the compared test results, where the mean is the average of the two test results.

EXAMPLE: Plasticity Index

Tolerance = 20% of the mean

Technician test value	18
IA technician test value	22
Mean	20
20% difference	4

Both values are within 20% of the mean.

Appendix C
IA Annual Report

{Date}

Thomas L. Smith
Independent Assurance Program Manager
Materials and Tests Division (MTD)
Texas Department of Transportation
125 East 11th Street
Austin, TX 78701

RE: Annual Report of Independent Assurance (IA) Program Results – {Project Name}

Dear Mr. Smith:

In accordance with the requirements set forth in the TxDOT Quality Assurance Program for Design-Bid-Build Projects, the information below summarizes the results of system approach independent assurance (IA) testing conducted by our firm on the {Project Name} project for calendar year {XXXX}.

Independent Assurance Program Results – {Year}	
IA Activities	{Project Name}
1. Number of personnel evaluated under system approach.	
2. Number of IA evaluations meeting tolerance.	
3. Number of IA evaluations not meeting tolerance.	
4. Corrective actions:	

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

Appendix D
Materials Certification Example Letter for Projects with Federal Oversight

{Date}

Al Alonzi
FHWA Texas Division Administration
FHWA Texas Division Office
300 East 8th Street
Austin, TX 78701

RE: Materials Certification Letter

Project: SH Contract No.:
CSJ:
HWY:
County:
Federal-Aid Project No.:

Dear Mr. Alonzi:

This letter is to certify:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and in the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications.

Both the Acceptance and Verification results were evaluated by an independent assurance sampling and testing program, the results of which were submitted to FHWA by the department in the Annual Report of Independent Assurance Program Results and independent of this materials certification.

☐ Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet).
☐ There are no exceptions to the plans and specifications on this project.

Sincerely,
{TxDOT District Area Engineer or Director of Construction}, P.E.
{Title}

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

Appendix E
Materials Certification Example Letter for Projects with Non-Federal Oversight

{Date}

{TxDOT District Engineer}
{Title}

RE: Materials Certification Letter

Project: SH Contract No.:
CSJ:
HWY:
County:

Dear Mr. {District Engineer}:

This letter is to certify:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and in the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications.

Both the Acceptance and Verification results were evaluated by an independent assurance sampling and testing program, the results of which were submitted to MTD in the Annual Report of Independent Assurance Program Results and independent of this materials certification.

☐ Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet).
☐ There are no exceptions to the plans and specifications on this project.

Sincerely,
{TxDOT District Area Engineer or Director of Construction}, P.E.
{Title}

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

Appendix F
Archived Versions

The following archived versions of this document are available.

- Effective January 2016–April 2018:
  ftp://ftp.dot.state.tx.us/pub/txdot-info/cst/qap_dbb_0116.pdf

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-32

APPROVAL OF WORK AUTHORIZATION NUMBER 9 THE PROFESSIONAL SERVICE AGREEMENT WITH C&M ASSOCIATES FOR A TRAFFIC AND REVENUE BRING-DOWN LETTER FOR THE 365 TOLLWAY PROJECT FINANCING

THIS RESOLUTION is adopted this 24th day of August 2021 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; and

WHEREAS, the Authority approved Resolution 2017-59 – Approval of Work Authorization Number 1 to the Professional Services Agreement with C&M Associates, Inc. to provide updated ESALS for the Environmental Clearance Document for the International Bridge Trade Corridor Project. in the amount of $18,173.08; and

WHEREAS, the Authority approved Resolution 2017-88 – Approval of Work Authorization Number 2 with C&M Associates to provide a scenario planning for the 365 Tollway Project in the amount of $10,096.16; and

WHEREAS, the Authority approved Resolution 2017-96 – Approval of Supplemental Number 1 to Work Authorization Number 2 with C&M Associates to provide a scenario planning for the 365 Tollway Project in the amount of $18,375.00; and

WHEREAS, the Authority approved Resolution 2018-03 – Approval of Supplemental Number 2 to Work Authorization Number 2 the Professional Service Agreement with C&M Associates to provide a Traffic & Revenue analysis of Scenario "G" for the 365 Tollway Project in the amount of $18,375.00; and

WHEREAS, the Authority approved Resolution 2018-23 – Approval of Work Authorization Number 3 to the Professional Services Agreement with C&M Associates, Inc. to provide International Bridge Trade Corridor Traffic Projections utilizing Texas Department of Transportation Planning and Programming (TxDOT TPP) Procedures in the amount of $35,019.23; and

WHEREAS, the Authority approved Resolution 2018-64 Approval of Work Authorization Number 4 with C&M Associates, Inc. to provide the 365 Tollway Project – Traffic and Revenue Update (2018) including an update to the Bringdown Letter in the amount of $49,223.08; and

WHEREAS, the Authority approved Resolution 2018-69 Approval of Work Authorization Number 5 to the Professional Service Agreement with C&M Associates, Inc. for traffic & revenue analysis of scenario "I" for the 365 Tollway Project, in the amount of $18,375.00; and

WHEREAS, the Authority approved Resolution 2018-70 Approval of Contract Amendment Number 6 to the Professional Service Agreement with C&M Associates to increase the maximum payable amount by $18,375.00 for Work Authorization Number 5 for a revised maximum payable amount of $167,363.55; and

WHEREAS, the Authority approved Resolution 2019-08 Approval of Work Authorization Number 6 to the Professional Service Agreement with C&M Associates, Inc. for traffic and revenue analysis of scenarios "J" & "K" for the 365 Tollway rescope and rebid, in the amount of $17,250.00; and

WHEREAS, the Authority approved Resolution 2019-09 Approval of Contract Amendment Number 7 with C&M Associates to increase the maximum payable amount by $17,250.00 for Work Authorization Number 6 for a revised maximum payable amount of $184,886.55; and

WHEREAS, the Authority approved Resolution 2019-22 Approval of Work Authorization Number 7 to the Professional Services Agreement with C&M Associates for IBTC Traffic Projection Update using the latest update of the Lower Rio Grande (LRGV) Travel Demand Model (TDM) for 2019 in the amount of $15,896.71; and

WHEREAS, the Authority approved Resolution 2019-23 Contract Amendment 8 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 7 in the amount of $15,896.71 for a revised maximum payable amount of $200,783.26; and

WHEREAS, the Authority approved Resolution 2019-35 Approval of Work Authorization Number 8 to the Professional Services Agreement with C&M Associates for the Investment Grade Traffic and Revenue Study for the 365 Tollway Project in the amount of $390,634.80; and

WHEREAS, the Authority approved Resolution 2019-36 Contract Amendment 9 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 8 in the amount of $390,634.80 for a revised maximum payable amount of $591,418.06; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-32 Approval of Work Authorization Number 9 to the Professional Service Agreement with C&M Associates, Inc. for a Traffic and Revenue Bring-Down letter for the 365 Tollway project financing in the amount of $35,598.24.

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

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

Section 2. The Board hereby approves Work Authorization Number 9 to the Professional Services Agreement with C&M Associates, Inc., in the amount of $35,598.24 hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization Number 9 to the Professional Services Agreement with C&M Associates as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 24th day of August 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

♦Contract♦

Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)

Investment Grade Traffic
and Revenue Projections for the
365 Tollway Project

Work Authorization No. 9

August 24, 2021

C&M ASSOCIATES, INC.

WORK AUTHORIZATION NO. 9
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 C&M Associates, Inc. (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 $35,598.24 and the method of payment is Lump Sum as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee 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 May 31, 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 HCRMA Systemwide Traffic and Revenue Services for HCRMA Systemwide Projects including the 0010 IBTC and 0030 365 TOLL."

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

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Carlos M. Contreras	Pilar Rodriguez
(Printed Name)	(Printed Name)
President	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

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

EXHIBIT A

SERVICES TO BE PROVIDED BY THE AUTHORITY

The AUTHORITY will provide the following general items.

1. Authorization to begin work.
2. Timely payment for work performed by the Engineer and accepted by the AUTHORITY on a monthly basis.
3. Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the Engineer cannot easily obtain.
4. Provide any available relevant data the AUTHORITY may have on file concerning the project.
5. Review and approve the Engineer's progress schedule with milestone activities and/or deliverables identified.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

In January 2021, C&M completed an Investment Grade Traffic and Revenue (T&R) Study for 365 TOLL. The proposed work will confirm the validity of the assumptions and inputs used in the Investment Grade Study and the potential impacts of any changes to those assumptions as well as the economic and traffic recoveries from the COVID-19 pandemic. C&M will produce a Bring Down Letter to document the review and provide edits to the original study report as necessary for inclusion in bond documents and provide any traffic engineer certification as needed. C&M will also provide support to the 365 TOLL financing team.

Task 1: Review of Socioeconomic Assumptions Used in the 2020–21 Study

Due to the COVID-19 pandemic's impact on travel and other behaviors, C&M will review the socioeconomic data analysis that was part of its previous T&R study, including socioeconomic variables at the traffic analysis zone (TAZ) level for use in the adopted Lower Rio Grande Valley (LRGV) regional travel demand model (TDM). Due to continuing changes in the current situation regarding the pandemic, it is important for C&M to review its previous pandemic assumptions from half a year ago. It is important to have a clear understanding of the potential short- and long-term implications of the pandemic's impacts and its effects on future developments within the study area, particularly the potential growth of the maquiladora, warehousing, and distribution centers in Hidalgo and Cameron Counties.

Possible changed to forecasted variables like Consumer Price Index (CPI) and Gross Regional Product (GRP) of Texas or/and Hidalgo County will be documented to show potential changes in the estimated short- and long-term COVID-19 impacts on the economy for the study area, reflecting the changes that occurred in the last 6 month after finalizing the investment grade T&R study.

Task 2: Border Crossing Update

C&M will begin this task with a review of the previously provided border demand forecasts for 365 TOLL as part of the investment grade T&R study. In this process, C&M will review, analyze, and update the forecasts of the independent variables that changed due the impact of the COVID-19 pandemic.

These impacts include the extended border restrictions to essential border crossings for passenger vehicles and possible shifts in commodities for commercial vehicles that might impact the long- and short-term demand forecasts of the Hidalgo County international bridges that connect to 365 TOLL.

Task 3: T&R Forecast Review

After carefully reviewing the possible changes to the modeling data, C&M might estimate updated daily T&R projections by employing the adopted LRGV TDM for the corresponding project opening year and horizon model years. The resulting model year will be the base for forecasting updated annual T&R figures. C&M will review and, if necessary, update its T&R assumptions, including future regional growth of the warehousing/distribution centers, revenue days, ramp-up, ETC penetration, etc.

Task 4: Bring Down Letter Production

C&M deliverables will be electronically submitted to HCRMA. C&M's Bring Down Letter to support the investment grade T&R study will include, at a minimum, the following:

1. Documentation of the socioeconomic data review.
2. Existing travel conditions and border crossing trends within Hidalgo County and Reynosa, Tamaulipas that have changed in the last 6 month.
3. Discussion of the COVID-19 pandemic's impact to travel on Hidalgo County international bridges.
4. Documentation of any changes to T&R assumptions.
5. Updated T&R forecasts, if necessary.
6. Concluding remarks.

C&M will address any comments from HCRMA staff regarding the Draft Bring Down Letter and submit a final version reflecting any necessary changes.

Task 5: Support for Financing

During the financing of the project, C&M will be available to conduct the following:

- Presentations of C&M's T&R Study and Bring Down Letter to Boards of Directors, policy makers and elected officials.
- Presentations to financial advisor, underwriters, and bond counsel
- Responses to peer reviews of the T&R Study and Bring Down Letter by audit consultants and lender's advisors.
- Modifications and excerptions of the T&R Study and/or Bring Down Letter for inclusion in official statements.
- Preparation, due-diligence practice sessions, and coordination meetings with underwriters.
- Face-to-face presentations, teleconferences, written Q&A sessions, and stress scenario development with ratings agencies Moody's, S&P, Fitch Rating, and/or DBRS.
- Investor presentations in Hidalgo County and on-site to pension funds and other institutional investors.
- Providing a guided tour of the proposed location of the facility and competing facilities for investors.
- Scripting and recording of virtual roadshow presentations.
- One-on-one sessions with investors to answer questions.

This task will be limited to three (3) in-person meetings and five (5) on-call meetings attended by two C&M personnel.

EXHIBIT C
WORK SCHEDULE

This update will be finalized no later than four (4) weeks after receiving the Notice to Proceed (NTP), tentatively requested for August 25th with Bring Down Letter delivery four (4) weeks later.

EXHIBIT 'D'

Fee Schedule/Budget for

Professional Engineering Services for the HCRMA

Hidalgo County Regional Mobility Authority (HCRMA)

Traffic and Revenue Consultant

Consultant: C&M ASSOCIATES, INC.

Work Authorization No.9

Schedule Duration: 4 Weeks after NTP

365 T&R Bring-Down Letter

CONSULTANT SERVICES DESCRIPTION	Principal/Project Director	Project Manager	Senior Transportation Modeler	Transportation Modeler			Total Labor Hrs.	Remarks	Task Cost
Task 1. Review of socioeconomic assumptions	4	8	24	24			60		$ 6,847.68
Task 2. Border crossing update	4	4	8				16		$ 2,420.04
Task 3. T&R forecast review		12	24						$ 4,207.56
Task 4. Bring-down letter production	8	16	24	16			64		$ 8,195.20
Task 5. Support for financing	24	24	8	4			60		$ 10,477.76
Subtotal	40	64	88	44			200	0	$ 32,148.24
HOURS TOTAL	40	64	88	44			200		
LABOR RATE PER HOUR	$254.38	$130.63	$110.00	$89.38					
TOTAL DIRECT LABOR COSTS	$ 10,175.20	$ 8,360.32	$ 9,680.00	$ 3,932.72			$ 32,148.24		
% LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	31.65%	26.01%	30.11%	12.23%			100.00%	CHECK	
% LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON HOURS)	20.00%	32.00%	44.00%	22.00%			100.00%	$ 32,148.24	
TOTAL DIRECT LABOR COST	Unit	Unit Price	QTY						$ 32,148.24
Socioeconomic data purchase	Set	$ 2,000.00	1.00						$ 2,000.00
Air Ticket	Round Trip/Pe	$ 500.00	2.00						$ 1,000.00
Transportation	Per ride	$ 50.00	1.00						$ 50.00
Lodging	Per Day	$ 100.00	2.00						$ 200.00
Food	Per day	$ 50.00	4.00						$ 200.00
TOTAL DIRECT EXPENSE COST									$ 3,450.00
GRAND TOTAL									$ 35,598.24

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: 02-TR32-17-02 Assigned Goal: 12.2% Prime Provider C&M Associates, Inc.

Work Authorization (WA)#: 9 WA Amount: $35,598.24 Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Investment Grade T&R Projections 365 Tollway (Bringdown Letter)	**$35,598.24**
	$0
Total Commitment Amount *(Including all additional pages.)*	**$0**

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

Provider Name: C&M Associates, Inc. **Address: 15770 Dallas Parkway,** **VID Number: 20-1113510** **PH: 214-245-5300 & FAX:** **Email: cmcontreras@candm-associates.com**	**Name:** Carlos M. Contreras ***(Please Print)*** **Title:** President _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-33

APPROVAL OF CONTRACT AMENDMENT 10 TO THE PROFESSIONAL SERVICE AGREEMENT WITH C&M ASSOCIATES, INC. TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 9

THIS RESOLUTION is adopted this 24th day of August 2021 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; and

WHEREAS, the Authority approved Resolution 2017-59 – Approval of Work Authorization Number 1 to the Professional Services Agreement with C&M Associates, Inc. to provide updated ESALS for the Environmental Clearance Document for the International Bridge Trade Corridor Project. in the amount of $18,173.08; and

WHEREAS, the Authority approved Resolution 2017-88 – Approval of Work Authorization Number 2 with C&M Associates to provide a scenario planning for the 365 Tollway Project in the amount of $10,096.16; and

WHEREAS, the Authority approved Resolution 2017-96 – Approval of Supplemental Number 1 to Work Authorization Number 2 with C&M Associates to provide a scenario planning for the 365 Tollway Project in the amount of $18,375.00; and

WHEREAS, the Authority approved Resolution 2018-03 – Approval of Supplemental Number 2 to Work Authorization Number 2 the Professional Service Agreement with C&M Associates to provide a Traffic & Revenue analysis of Scenario "G" for the 365 Tollway Project in the amount of $18,375.00; and

WHEREAS, the Authority approved Resolution 2018-23 – Approval of Work Authorization Number 3 to the Professional Services Agreement with C&M Associates, Inc. to provide International Bridge Trade Corridor Traffic Projections utilizing Texas Department of Transportation Planning and Programming (TxDOT TPP) Procedures in the amount of $35,019.23; and

WHEREAS, the Authority approved Resolution 2018-64 Approval of Work Authorization Number 4 with C&M Associates, Inc. to provide the 365 Tollway Project – Traffic and Revenue Update (2018) including an update to the Bringdown Letter in the amount of $49,223.08; and

WHEREAS, the Authority approved Resolution 2018-69 Approval of Work Authorization Number 5 to the Professional Service Agreement with C&M Associates, Inc. for traffic & revenue analysis of scenario "I" for the 365 Tollway Project, in the amount of $18,375.00; and

WHEREAS, the Authority approved Resolution 2018-70 Approval of Contract Amendment Number 6 to the Professional Service Agreement with C&M Associates to increase the maximum payable amount by $18,375.00 for Work Authorization Number 5 for a revised maximum payable amount of $167,363.55; and

WHEREAS, the Authority approved Resolution 2019-08 Approval of Work Authorization Number 6 to the Professional Service Agreement with C&M Associates, Inc. for traffic and revenue analysis of scenarios "J" & "K" for the 365 Tollway rescope and rebid, in the amount of $17,250.00; and

WHEREAS, the Authority approved Resolution 2019-09 Approval of Contract Amendment Number 7 with C&M Associates to increase the maximum payable amount by $17,250.00 for Work Authorization Number 6 for a revised maximum payable amount of $184,886.55; and

WHEREAS, the Authority approved Resolution 2019-22 Approval of Work Authorization Number 7 to the Professional Services Agreement with C&M Associates for IBTC Traffic Projection Update using the latest update of the Lower Rio Grande (LRGV) Travel Demand Model (TDM) for 2019 in the amount of $15,896.71; and

WHEREAS, the Authority approved Resolution 2019-23 Contract Amendment 8 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 7 in the amount of $15,896.71 for a revised maximum payable amount of $200,783.26; and

WHEREAS, the Authority approved Resolution 2019-35 Approval of Work Authorization Number 8 to the Professional Services Agreement with C&M Associates for the Investment Grade Traffic and Revenue Study for the 365 Tollway Project in the amount of $390,634.80; and

WHEREAS, the Authority approved Resolution 2019-36 Contract Amendment 9 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 8 in the amount of $390,634.80 for a revised maximum payable amount of $591,418.06; and

WHEREAS, the Authority approved Resolution 2021-32 Approval of Work Authorization Number 9 to the Professional Services Agreement with C&M Associates for a Traffic and Revenue Bring-Down letter for the 365 Tollway Project financing in the amount of $35,598.24; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-33 Contract Amendment 10 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 9 in the amount of $35,598.24 for a revised maximum payable amount of $627,016.30.

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

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

Section 2. The Board hereby approves Contract Amendment Number 10 to the Professional Services Agreement with C&M Associates, Inc., for a revised maximum amount payable of $627,016.30 hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 10 to the Professional Services Agreement with C&M Associates as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 24th day of August 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Contract
Amendment 10
to
Professional Service Agreement
with
C&M
Associates, Inc.
for
Traffic
Engineering
Services for the
365 TOLL
Project

♦Contract♦

Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)

Investment Grade Traffic

and Revenue Projections for the

365 Tollway Project

Contract Amendment No. 10

August 24, 2021

C&M ASSOCIATES, INC.

SUPPLEMENTAL AGREEMENT NO. 10

TO PROFESSIONAL SERVICES
AGREEMENT FOR ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 10 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Attachment A General Provisions, Section 6, Supplemental Agreements of that certain Professional Services Agreement for Engineering Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and C&M Associates, Inc. (the Engineer).

The following terms and conditions of the Agreement are hereby amended as follows:

Article II Agreement Period
This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2022.

Article III Compensation
Article III Compensation shall be amended to increase the maximum amount payable under this contract from $591,418.06 to $627,016.30 for a total increase of $35,598.24 due to additional scope and effort outlined in Work Authorization No. 9 for the "Bringdown Letter for the 365 Tollway Project T&R Report".

This Supplemental Agreement No. 10 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

THE ENGINEER	**THE AUTHORITY**
(Signature)	(Signature)
Carlos Contreras	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
President	Executive Director
(Title)	(Title)
(Date)	**(Date)**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION 2021- 34

APPROVING THE 365 TOLLWAY WETLAND MITIGATION CONSERVATION EASEMENT IN FAVOR OF THE VALLEY LAND FUND

THIS RESOLUTION is adopted this 24th day of August, 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County, including the development of the 365 Toll project (the "Project");

WHEREAS, the Project was environmentally cleared in 2015;

WHEREAS, the U.S. Army Corps of Engineers issued Individual Permit No. SWG-2013-00175 (the "Permit") for the Project;

WHEREAS, the Permit requires the Authority to conduct a compensatory wetland mitigation (the "Mitigation Plan");

WHEREAS, the Permit additionally requires that the area on which the Mitigation Plan is to be conducted be covered by a conservation easement held by an approved wildlife conservation organization in perpetuity, which easement is to be recorded in the real property records of Hidalgo County, Texas (the "Conservation Easement");

WHEREAS, the Valley Land Fund Inc., a Texas non-profit corporation, is a wildlife conservation organization established to preserve, enhance, and expand the native wildlife habitat of the Rio Grande Valley;

WHEREAS, the governing body of the Valley Land Fund Inc. has or will approve its acceptance of the Conservation Easement; and

WHEREAS, the Board now finds it to be in the best interest of the Authority to provide the open space and environmental values described in the Conservation Easement;

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

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

Section 2. The Board hereby authorizes the Executive Director, upon notice of the Valley Land Fund Inc.'s authorization to accept the Conservation Easement, to execute the Conservation Easement, attached hereto in substantially final form as Exhibit A, and have the same recorded in the real property records of Hidalgo County, Texas.

* * *

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 24th day of August, 2021 at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary / Treasurer

Exhibit A

CONSERVATION EASEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CONSERVATION EASEMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

THIS CONSERVATION EASEMENT (the "Easement") is made this _____ day of _____, 2021, by **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, a governmental body empowered to hold an interest in real property under the laws of the state of Texas, acting by and through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370 of the Texas Transportation Code**, qualified to do business in the State of Texas ("Grantor' and/or Owner"), and its successors and assigns in favor of **VALLEY LAND FUND, INC., a Texas non-profit corporation**, qualified to do business in the State of Texas ("Grantee and/or Conservator"), and its successors and assigns.

RECITALS

WHEREAS, Grantor is the owner in fee simple of the surface estate of certain real property located in Hidalgo County, Texas, being a tract of land more particularly described on **Exhibit "A"**, attached to and incorporated herein by reference (the "Easement Area") and as shown on the diagram attached hereto at **Exhibit "A-1"**;

WHEREAS, Grantor desires to construct a shared, multi-modal road, namely the 365 Tollway (formerly SH 365) on Grantor's other property, (the "Project");

WHEREAS, the U.S. Army Corps of Engineers ("USACE") issued Permit No. SWG-2013-00175 (collectively, the "Permit") in March 2012 to allow Grantor to carry out the Project;

WHEREAS, USACE, via the Permit, required Grantor to conduct compensatory mitigation (the "Mitigation Plan") as a result of the Project to: (1) open farm land to wetlands; and (2) to preserve a portion of the natural environmental habitat on Grantor's property;

WHEREAS, the Permit required the area on which the Mitigation Plan is to be conducted to be covered by a conservation easement held by an approved wildlife conservation organization, which is easement is to be recorded in the real property records of Hidalgo County, Texas, and which easement is to protect the area on which the Mitigation is to be conducted in perpetuity;

WHEREAS, the Grantor has designated the Easement Area as the site of the Mitigation Plan;

WHEREAS, the purpose of this Conservation Easement includes, without limitation, one or more of the following:

(a) retaining or protecting natural, scenic, or open-space aspects of real property;

(b) ensuring the availability of real property for recreational, educational, or open-space use;

(c) protecting natural resources;

(d) maintaining or enhancing air and water quality;

(e) preserving the historical, architectural, archaeological, or cultural aspects of real property;

WHEREAS, Grantee is a wildlife conservation organization that is qualified to hold conservation easements;

WHEREAS, the purpose of the Grantor in entering into this easement is to ensure compliance with the terms and conditions of the USACE permit;

WHEREAS, Grantor will not seek federal income or estate tax benefits as a result of this conveyance other than the deduction of costs and expenses;

WHEREAS, the Easement Area possesses open space and environmental values (collectively, "Conservation Values") of great importance to Grantor, Grantee, the people of the South Texas area and the people of the State of Texas;

WHEREAS, Grantor intends that the Conservation Values of the Easement Area be preserved, improved, and maintained in perpetuity by permitting only those land uses on the Easement Area that are permitted by USACE and the Permit and that do not significantly interfere with the Conservation Values of the Easement Area;

WHEREAS, the specific Conservation Values of the Easement Area are documented in an inventory of relevant features of the Easement Area, dated _____, and incorporated herein as **Exhibit "B"** (the "Baseline Inventory Report"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Easement Area at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant;

WHEREAS, Grantor further intends, as owner of the Easement Area, to convey to Grantee the right to preserve and protect the Conservation Values of the Easement Area in perpetuity;

WHEREAS, the terms of the Permit required Grantor to protect the Conservation Values of the Easement Area by entering into this Easement within six (6) months following the date of the Permit;

WHEREAS, Grantor desires to convey a formal conservation easement covering the Easement Area in order to formally comply with the terms of the Permit;

WHEREAS, Grantee is a publicly supported organization pursuant to Section 509(a)(2) of the Internal Revenue Code and is a tax-exempt, nonprofit organization qualified under Section 50l(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is to preserve, enhance and expand the native wildlife habitat of the Rio Grande Valley through education, land ownership and the creation of economic incentives for preservation;

WHEREAS, the approval for the Easement was granted by the Board of the Valley Land Fund on _____; and

WHEREAS, Grantee agrees, by accepting the grant of this Easement, to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Easement Area for the benefit of this generation and the generations to come.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Texas and, in particular, Chapter 183 of the Texas Natural Resources Code, Grantor hereby voluntarily grants and conveys to Grantee a perpetual and assignable conservation easement, said Easement being on, over and across all of a certain parcel of land known as the Easement Area of the nature and character and to the extent hereinafter set forth.

1. Purpose.

(a) It is the purpose of this Easement to comply with the terms and provisions of the Permit, to protect the Conservation Values of the Easement Area, and to ensure that the Easement Area will remain undeveloped and will be perpetually preserved in its predominately natural, scenic, wetland, and open space condition. The Conservation Values protected by this Easement include the natural resource and watershed values, biodiversity, and relatively natural and high-quality habitat for native plants and animals documented in **Exhibit "B"**. In establishing this Easement, Grantor and Grantee will prevent any use of the Easement Area that will impair or interfere with the Conservation Values of the Easement Area or violate the terms of the Permit. Use of the Easement Area will be confined to those activities described and limited in Section 4 and that are consistent with the purpose of this Easement.

(b) Grantor will not perform, nor knowingly allow others to perform, any act on or affecting the Easement Area that is inconsistent with the purposes of this Easement. Unless otherwise specified below, nothing in this Easement shall require Grantor to take any action to restore the condition of the Easement Area after any act of God or other event over which Grantor has no control. Grantor understands that nothing in this Easement relieves Grantor of any obligation or restriction on the use of the Easement Area imposed by law.

2. Rights of Grantee. To accomplish the purpose of this Easement, the following rights are hereby conveyed to Grantee and with respect to the Easement Area;

(a) To preserve and protect the Conservation Values of the Easement Area;

(b) To enter upon the Easement Area at reasonable times in order to advance its mission through controlled educational site visits, and to monitor Grantor's compliance with and otherwise enforce the terms of this Easement, the Mitigation Plan, and the Permit. Such entry shall be upon prior written (including facsimile) and reasonable notice to Grantor, except when immediate entry is necessary or desirable in order to prevent, terminate, or mitigate a violation of this Easement, in which case Grantee will notify Grantor as soon as practicable, and Grantee shall not unreasonably interfere with Grantor's permitted use of the Easement Area;

(c) To prevent any activity on or use of the Easement Area that is inconsistent with the purposes of this Easement and to require, pursuant to Section 6, the restoration

of such areas or features of the Easement Area that may be damaged by any inconsistent activity or use;

(d) To erect signs on the Easement Area, as reasonably necessary, that prohibit trespassing, enhance educational uses, or that identify the Easement Area as protected by this Easement; and

(e) To inspect, plant, sample, test and survey the Easement Area to ensure compliance with the Easement, the Mitigation Plan, and the Permit.

Furthermore, Grantor grants to Grantee the right, but not the obligation, to control, manage or destroy exotic non-native species or invasive species of plants and animals that threaten the Conservation Values of the Easement Area. In exercising this right, Grantee will consult with Grantor prior to implementing management activities and will comply with all the terms of this Easement and all applicable governmental laws and requirements including, without limitation, the Permit.

3. Prohibited Uses. The Easement Area shall be used in a manner consistent with the terms and conditions of this Easement. Any activity on or use of the Easement Area inconsistent with the purpose of this Easement is prohibited. Grantor reserves all rights accruing from Landowner's ownership of the Easement Area, including Grantor's Reserved Rights and the right to engage in, or to permit or invite others to engage in, all uses of the Easement Area that are permitted herein or are neither expressly prohibited herein nor inconsistent with the purposes of this Easement. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited or limited as set forth.

(a) No subdivision. The Easement Area may not be further partitioned, divided or subdivided. The division, subdivision, de facto subdivision, or partition of the Easement Area, whether by physical, legal, or any other process, is prohibited. Grantor shall not grant any easements or rights of way in the Easement Area without first obtaining the written consent of the Grantee.

(b) No hunting. The Easement Area serves or may serve as a refuge to various species of game birds and other wildlife. Commercial hunting is expressly prohibited. Other than the permitted removal of invasive feral species, there shall be no ongoing predator control programs. The limited removal of non-native or invasive species is permitted when performed for the benefit of native species on the Easement Area.

(c) No industrial or manufacturing activities. Any industrial, commercial, or manufacturing activities or uses of the Easement Area, other than those specifically related to recreation, as permitted herein, are expressly prohibited.

(d) No excavation. Except for those rights specifically reserved by Grantor herein and specifically in Grantor's Reserved Rights, there shall be no alteration of the surface of the land, including, without limitation, ditching, draining, filling, excavating, dredging, mining or drilling of sand, gravel, caliche or other materials. Surface mining is expressly prohibited.

(e) No destruction of habitat. Except as required to maintain, restore, replace or improve native vegetation on the Easement Area, and as reserved in Grantor's Reserved Rights, there shall be no substantial removal, harvesting, destruction or cutting

of trees and shrubs, or disturbance or change in the natural habitat. Grantor retains the right to remove dead or diseased vegetation and to maintain or remove any vegetation that is dangerous for the health or safety of the wildlife or the Grantor.

(f) No construction. Subject to the limited provisions under Reserved Rights, no permanent structures may be constructed, located, placed or installed on the Easement Area without the prior written consent of the Grantee. However, Grantor may construct photography blinds so as to view, enjoy and practice low impact camping, thereby allowing accessibility to the interpretation of wildlife and the habitat on the Easement Area.

(g) No trash or dumping. There shall be no storage, burning or dumping of trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, nor any placement of underground storage tanks in, on, or under the Easement Area. There shall be no changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils, nor shall activities be conducted on the Easement Area or on any adjacent property owned by Grantor that could cause erosion or siltation on the Easement Area.

(h) No soil disturbance. Any use or activity that causes or is likely to cause significant soil degradation or erosion, soil compaction, or the pollution, degradation, or depletion of any surface or subsurface waters, or the degradation of native vegetation communities or any other native habitats on the Easement Area is prohibited. No geothermal exploration or development is permitted.

(j) No surface mining. The removal and extraction of soil, sand, gravel, rock, uranium or any other mineral substance by surface mining or any similar method requiring destruction or excavation of the surface of the land, is prohibited.

(k) Inconsistent Activities. All other activities or uses which are inconsistent with the protection and enhancement of the Easement Area's conservation values and not permitted in Grantor’s Reserved Rights are prohibited, including but not limited to, any activity that may operate to conflict with or invalidate USACE’s permit requirements

4. Reserved Rights. Grantor reserves to itself, and its successors, and assigns, all rights accruing from its ownership of the Easement Area, including the right to engage in or permit or invite others to engage in, all uses of the Easement Area that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Ownership rights include the right to sell, lease, or otherwise transfer the Easement Area to anyone Grantor chooses, as well as the right to privacy and the right to exclude any member of the public from trespassing on the Easement Area. Without limiting the generality of the foregoing, the following rights are expressly reserved:

(a) The right to maintain, enhance, expand and improve any existing roadways, paths, fences, and such manmade structures currently located on the Easement Area (including the right to replace with substantially similar structures used for the same or similar purposes with written permission of the Grantee). Fences may be relocated or built in order to facilitate other uses permitted hereunder or to mark property boundary lines. In consultation with the Grantee, Grantor may open and close any existing roads and paths as needed.

(b) The right to build minor structures and/or install infrastructure as well as for other permitted uses on the Easement Area, including but not limited to water pumps facilities, pipes, utilities, berms, and/or other minor building structures in order to ensure compliance with the requirements of USACE and the Permit, and to ensure the maintenance, operation, ingress/egress, safety, security and/or emergency management of the Easement Area consistent with the purpose of this Easement. Grantor also reserves the right to dismantle or remove existing structures without replacing same, provided, however, that any improvements permitted do not materially adversely impact the Easement Area's Conservation Values. The location of such structures and infrastructure improvements shall be shown and/or described on Exhibit "A-2".

(c) The right to manage, enhance and alter the vegetation and plant life on the Easement Area; including planting trees, shrubs, grasses and removing noxious or diseased or non-native invasive species, provided, however, that such activities are done with the intention of and the purpose of promoting and enhancing the Easement Area's Conservation Values. Grantor may also remove natural vegetation in areas deemed by Grantor as non-sensitive habitat.

(d) The right to conduct recreational activities, commercial or otherwise, on the Easement Area which are consistent with the purposes of this Easement and are in compliance with all applicable federal, state and local statutes and regulations, including, but not limited to: nature photography, wildlife viewing, bird watching, and other such similar activities, including the right to construct and maintain associated improvements sufficient to support these allowed uses on the Easement Area, including settings, driving and walking trails, sanitation facilities, parking, water features, feeding stations and blinds.

(e) The right to control, destroy, or trap problem feral animals, such as feral cats, dogs or hogs, which pose a material threat to native wildlife found on the Easement Area, humans, and/or the Conservation Values, provided, however, such activities do not materially adversely impact the Conservation Values and provided further, that such activities are done in a manner which is consistent with accepted and recognized wildlife management practices for the South Texas area.

(f) The right to retain any financial remuneration derived from any of the retained rights enumerated.

5. Notice and Approval.

(a) Notice of Intention to Undertake Certain Permitted Actions. In order to ensure that a proposed action is authorized in accordance with Section 4 of this Easement and to enable Grantee to ensure that any such activities are designed and will be carried out in a manner not inconsistent with the purposes of this Easement, the Grantor shall receive prior written approval from USACE and provide advanced notice to the Grantee whenever the Grantor proposes to adversely impact a Conservation Value in order to advance another Conservation Value, to perform restoration and enhancement activities outside the scope of the Permit and Mitigation Plan, to alter perimeter fencing outside the scope of the Permit and Mitigation Plan, or to remove wildlife from the Easement Area. Whenever notice is required, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to the proposed activity's consistency with the purpose of this Easement. In

addition, the Grantor shall notify Grantee and USACE in writing within no less than thirty (30) days prior to the closing of the sale or gift of the Easement Area to any other party.

(b) It shall be the responsibility of the Grantor (i) to notify in writing not less than thirty (30) days after any owner or authorized lessee of mineral rights has begun any on-site exploration for or extraction from the Easement Area of any type of subsurface mineral and (ii) to also notify Grantee in writing not less than thirty (30) days after Grantor receives any notice of cessation of any such activity. To the extent the Grantor is legally able to control the activities of mineral interest owners, it shall act to incorporate into any lease providing access to the surface of the Easement Area a requirement for the lessee to reclaim any surface damage that may have resulted from any exploration for or extraction of subsurface minerals such that the vegetative cover of the reclaimed area is consistent with the purposes of this Easement.

6. Grantee's Remedies.

(a) Notice of Violation: Corrective Action. If either party hereto (a "Notifying Party") determines that a violation of the terms of this Easement has occurred or is threatened, such Notifying Party shall give written notice to the non-complying party of such violation and request corrective action sufficient to cure the violation and, where the violation involves injury to the Easement Area resulting from any use or activity inconsistent with the purposes of this Easement, to restore the portion of the Easement Area so injured to its prior condition in accordance with a plan approved by USACE.

(b) Injunctive Relief. If the non-complying party fails to cure the violation within thirty (30) days after receipt of notice thereof from the Notifying Party, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the Notifying Party may, in its discretion but at the non-complying party's expense, undertake such actions, including appropriate legal proceedings, as are reasonably necessary to effect such corrections; and may recover the reasonable cost of such correction, including attorney's fees.

(c) Damages. To the extent permitted by Texas law, Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, as well as all costs and expenses, including court costs and reasonable attorney's fees, incurred in the enforcement of this Easement. Grantee must apply any damages recovered toward habitat protection or restoration of the Easement Area.

(d) Scope of Relief. Grantor acknowledges that actual or threatened events of non-compliance under this Easement constitute immediate and irreparable harm. Grantee is entitled to invoke the competent jurisdiction of the courts to enforce this Easement. Grantor also acknowledges that Grantee's right to monetary relief may not be adequate for all types of violations and that Grantee is entitled to injunctive relief described in Section 6(b) in addition to such other relief and remedies now or hereafter existing at law or in equity. Further, Grantee's remedies described in this Section 6 shall be cumulative.

(e) Forbearance. Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach

of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(f) Waiver of Certain Defenses. Grantor hereby waives any defense of laches (i.e., undue delay), estoppel (i.e., prior statement or act that is deceptively inconsistent with the claim being asserted), or prescription (i.e., adverse possession) with respect to Grantee's rights to enforce the terms of this Easement. Grantor acknowledges Grantee's requirement for this provision due to the Grantee's limited presence on the Easement Area.

(g) Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Easement Area resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, or earth movement, except acts caused by Grantor's lessees or invitees.

(h) Third Party Enforcement. Grantor and Grantee may execute an addendum to this Easement by mutual consent, which consent shall not be unreasonably withheld, after its creation to authorize an appropriate third party under Federal and Texas law to enforce the terms of this Easement. Any such addendum shall not diminish the enforcement rights of the Grantee.

7. Access. No right of access by the general public to any portion of the Easement Area is conveyed by this Easement.

8. Costs, Legal Requirements and Liabilities. Grantor retains all responsibilities related to the ownership, operation, upkeep, and maintenance of the Easement Area. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state and local laws, regulations, and requirements. Grantor shall carry commercial general liability insurance on the Easement Area.. Grantor shall keep the Easement Area free of any liens. Grantee and its members, directors, officers, employees, agents and contractors entering the Easement Area shall maintain a general liability insurance policy with a minimum limit of $1,000,000.00, as well as evidence of workers' compensation and a waiver of subrogation in favor of Grantor

9. Taxes. Grantor represents that no taxes, assessments, fees, or charges of any kind are currently due and owing against the Easement Area. Grantor shall pay before delinquency all taxes, assessments, fee and charges of whatever description levied on or assessed against the Easement Area by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

10. Representations and Warranties. Grantor represents and warrants that, to the best of its knowledge, information and belief.

(a) There are not now any underground storage tanks located on the Easement Area, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Easement Area in a

manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

(b) There is no pending or threatened litigation directly related to the Easement Area; and

(c) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of; or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Easement Area or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

11. Remediation. If, at any time, there occurs a release in, on, or about the Easement Area of any substance which would present an imminent or substantial endangerment to human health or the environment, and for which Grantor is a responsible party under applicable state or federal law, Grantor agrees to take all steps necessary to assure its containment and remediation.

12. Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Easement Area, or any of Grantor's activities on the Easement Area, or otherwise to become an operator with respect to the Easement Area within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"); the Texas Solid Waste Disposal Act (Texas Health and Safety Code Annotated, Section 361); or any other federal , state or local law or regulation.

13. Extinguishment and Condemnation.

(a) Extinguishment. If circumstances arise in the future that render the purposes of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction.

(b) Condemnation. If all or any part of the Easement Area is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly using their best reasonable efforts to realize the action most favored by the Grantee to the extent practicable according to the following hierarchy;

1. Avoiding the property and preserving it in its present condition; both parties shall jointly take actions to formally request that the intended proceeding completely avoid the taking of this Easement Area;

2. Minimizing and supplementing the loss to the property; if the Easement Area cannot be wholly preserved as a result of the intended proceeding, both parties shall jointly take actions to formally request the intended proceeding minimize its taking of this Easement Area and supplement, on at least a 1:1 acreage basis of nearby land possessing equivalent conservation values, the loss

of the Easement Area with a supplemental conservation easement conveyed to the Grantee within one year of notice of the intended proceeding;

3. Mitigating the loss of the property; if options (1) and (2) are not acceptable to the Grantee, both parties shall jointly take actions to formally request that the intended proceeding mitigate its taking of this Easement Area, on at least a 1:1 acreage basis of nearby land possessing equivalent conservation values, by conveying a replacement conservation easement to the Grantee within two years of the intended proceedings; or

4. Recover full value; if options (1) through (3) are not acceptable to the Grantee, both parties shall jointly take actions to recover full value of the interest in the Easement Area subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom.

5. In any joint action under this section, Grantee and Grantor shall each be responsible for their own legal costs incurred in realizing the outcome.

(c) Application of Proceeds. Grantee shall use any proceeds received under the circumstances described in this Section 14 in a manner consistent with its conservation purposes, which are exemplified by this Easement.

14. Amendments. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, the Grantor and the Grantee are free to jointly agree to amend this Easement provided that the express written consent of USACE shall be required before any such amendment becomes effective. Furthermore, no amendment shall be allowed that will affect the qualification of this Easement or the status of the Conservancy under any applicable laws, including Chapter 183 of the Texas Natural Resources Code or Section 170(h) of the Internal Revenue Code. Further, any amendment shall be consistent with the Purpose of this Easement, shall not diminish the Conservation Values of the Property, and shall not affect the perpetual duration of this Conservation Easement. Any such amendment together with the required USACE consent shall be recorded in the Official Records of Hidalgo County, Texas, and at the expense of the party initiating the amendment.

15. Assignment. Grantee may assign its rights and obligations under this Easement to any organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold conservation easements under Chapter 183 of the Texas Natural Resources Code (or any successor provision then applicable) and any applicable laws of the United States. As a condition of such transfer, Grantee shall (a) provide advance written notice to Grantor in accordance with Section 5 of this Easement, (b) require that the conservation purposes for which this grant is intended to advance continue to be carried out, and (c) transfer to the assignee the balance of easement stewardship funds allocated to this Easement. Notwithstanding any other provision of this Easement, Grantee covenants and agrees that it will not assign this Easement without the express written consent of Grantor and USACE, which consent shall not be unreasonably withheld.

16. Subsequent Transfers. After the effective date of this Easement, Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Easement Area, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee and USACE of the

transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this section shall not affect the validity of this Easement or limit its enforceability in any way.

17. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally, sent by overnight delivery, sent by facsimile, or sent by certified first class mail, return receipt requested, postage prepaid, addressed as follows:

To Grantor: **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**
ATTN: Pilar Rodriguez, PE, Executive Director
203 W. Newcombe Avenue
Pharr, Texas 78577

To Grantee: **Valley Land Fund**
ATTN: Debralee Rodriguez
2400 North 10th Street, Suite A
McAllen, Texas 78501

or to such other address as either party from time to time shall designate by written notice to the other.

18. Recordation. Grantor shall record, at Grantor's expense, within fifteen (15) days of the execution of this Easement by all parties hereto, this instrument in the Official Records of Hidalgo County, Texas. Pursuant to Section 15, any amendment to this Easement shall be recorded in the Official Records of Hidalgo County, Texas, and at the expense of the party initiating the amendment. Grantee shall receive within thirty (30) days of recording the original signed and recorded instrument.

19. General Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Texas.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the purposes of this Easement and the policy and purposes or Chapter 183 of the Texas Natural Resources Code (or any successor provision then applicable). If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of the Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument, including Exhibits, sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of

which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 15.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Easement Area. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its personal representatives, heirs, successors, and assigns the above-named Grantee and its personal representatives, staff people, board members, successors and assigns.

(g) Termination of Rights and Obligations. Unless provided otherwise in the transfer agreement, a party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement of Easement Area, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of his instrument ad shall have no effect upon construction or interpretation.

(i) Counterparts. The parties will execute this instrument in three counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

EXECUTED by Grantor and Grantee on the day and year first above written.

GRANTOR:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
PILAR RODRIGUEZ, PE,
Its: Executive Director

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the _____ day of _____, 2021, by **PILAR RODRIGUEZ**, in his capacity as Executive Director of **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**.

Notary Public, State of Texas

GRANTEE:

VALLEY LAND FUND, INC., a Texas non-profit corporation

By: _____
DEBRALEE RODRIGUEZ, Executive Director

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the _____ day of _____, 2021, by **DEBRALEE RODRIGUEZ**, in her capacity as Executive Director of **VALLEY LAND FUND, INC., a Texas non-profit corporation**.

_____
Notary Public, State of Texas

PREPARED BY:

_____
_____
_____

AFTER RECORDING RETURN TO:

VALLEY LAND FUND, INC.
Attn: Debralee Rodriguez
2400 North 10th Street, Suite A
McAllen, Texas 78501

Exhibit "A"
The Easement Area

Exhibit "A"
The Easement Area

METES AND BOUNDS DESCRIPTION
80.201 ACRES CONSISTING OF
38.746 ACRES BEING OUT OF
LAS RUELAS BANCO NO. 141
31.964 ACRES BEING THE ACCRETION
FROM THE RIO GRANDE RIVER
9.491 ACRES OUT OF LOTS 5, 5A, 6, 7, 16 AND TRACT D
AMENDED MAP OF JOHN H. SHARY SUBDIVISION
CITY OF MISSION
HIDALGO COUNTY, TEXAS

A tract of land containing 80.201 acres situated in the City of Mission, Hidalgo County, Texas, consisting of 38.746 acres being out of Banco No. 141, 31.964 acres being the accretion from the Rio Grande River, 9.491 acres out of Lots 5, 5A, 6, 7, 16 and Tract D, Amended Map of John H. Shary Subdivision, according to the plat thereof recorded in Volume 1, Pages 42-43, Hidalgo County Map Records, said 80.201 acres were conveyed to Paul Andrew Sakai by virtue of a Warranty Deed recorded under Document Number 2488271, Hidalgo County Official Records, said 80.201 acres also being more particularly described as follows:

COMMENCING at the 1974 National Geodetic Survey (NGS) "Wilson" concrete monument found [Northing: 16570258.717, Easting: 1052970.973];

THENCE, S 46° 08' 26" E a distance of 179.77 feet;

THENCE, S 70° 44' 52" E a distance of 183.17 feet;

THENCE, N 52° 00' 02" E a distance of 54.01 feet to a No. 4 rebar set on the Southwest corner of the accretion from the Rio Grande River, for the Southwest corner and POINT OF BEGINNING of this herein described tract;

1. THENCE, N 25° 58' 49" W along the West line of the accretion from the Rio Grande River and the line 1-2 of said Banco No. 141, at a distance of 1,752.60 feet pass a No. 4 rebar set on corner Number 1 of said Banco No. 141, according to the plat of the International Boundary Commission United States and Mexico, continuing a total distance of 2,223.46 feet to a No. 4 rebar set [Northing: 16572105.787, Easting: 1052341.614] on corner Number 2 of said Banco No. 141 for an inside corner of this tract;

2. THENCE, N 39° 32' 49" W along the line 2-3 of said Banco No. 141, a distance of 1,263.71 feet to a No. 4 rebar set [Northing: 16573080.241, Easting: 1051536.995] on corner Number 3 of said Banco No. 141 for an angle point of this tract;

3. THENCE, N 42° 31' 49" W along the line 3-4 of said Banco No. 141, a distance of 647.57 feet to a No. 4 rebar set for the Northwest corner of this tract;

4. THENCE, N 77° 19' 54" E a distance of 244.45 feet to a No. 4 rebar set for an outside corner of this tract;

5. THENCE, S 42° 33' 35" E a distance of 1,278.53 feet to a No. 4 rebar set for an angle point of this tract;

6. THENCE, S 39° 35' 12" E a distance of 894.26 feet to a No. 4 rebar set for an inside corner of this tract;

7. THENCE, N 64° 42' 19" E a distance of 111.48 feet to a No. 4 rebar set for an inside corner of this tract;

8. THENCE, N 00° 43' 31" E a distance of 995.58 feet to a No. 4 rebar set for an angle point of this tract;

9. THENCE, N 06° 14' 00" W a distance of 1,048.08 feet to a No. 4 rebar set for an outside corner of this tract;

10. THENCE, S 21° 23' 10" E a distance of 15.00 feet to a No. 4 rebar set for an inside corner of this tract;

11. THENCE, N 68° 36' 50" E a distance of 700.00 feet to a No. 4 rebar set for an outside corner of this tract;

12. THENCE, S 21° 23' 10" E a distance of 40.00 feet to a No. 4 rebar set for an inside corner of this tract;

13. THENCE, N 68° 36' 50" E a distance of 524.98 feet to a No. 4 rebar set for the Northeast corner of this tract;

14. THENCE, S 05° 12' 46" W a distance of 161.99 feet to a No. 4 rebar set for an outside corner of this tract;

15. THENCE, S 09° 57' 46" W a distance of 330.00 feet to a No. 4 rebar set for an outside corner of this tract;

16. THENCE, S 20° 27' 46" W a distance of 170.00 feet to a No. 4 rebar set for an inside corner of this tract;

17. THENCE, S 16° 42' 46" W a distance of 565.00 feet to a No. 4 rebar set for an inside corner of this tract;

18. THENCE, S 16° 07' 14" E a distance of 60.00 feet to a No. 4 rebar set for an outside corner of this tract;

19. THENCE, S 24° 12' 46" W a distance of 90.00 feet to a No. 4 rebar set for an inside corner of this tract;

20. THENCE, S 01° 52' 14" E a distance of 266.00 feet to a No. 4 rebar set for an outside corner of this tract;

21. THENCE, S 78° 09' 11" W a distance of 414.40 feet to a No. 4 rebar set for an inside corner of this tract;

22. THENCE, S 09° 04' 11" W along the line 20-21 of said Banco No. 141 a distance of 646.98 feet to a No. 4 rebar set on corner Number 21 of said Banco No. 141 for an inside corner of this tract;

23. THENCE, S 28° 07' 35" E a distance of 646.35 feet to a No. 4 rebar set for an inside corner of this tract;

24. THENCE, S 84° 24' 19" E a distance of 490.55 feet to a No. 4 rebar set for the Southeast corner of this tract;

25. THENCE, along the high Bank of the Old Rio Grande River, following the meanders as follow:

S 11° 12' 49" W a distance of 330.59 feet to a No. 4 rebar set for an angle point of this tract;

S 08° 04' 48" W a distance of 206.35 feet to a No. 4 rebar set for an outside corner of this tract;

S 14° 55' 19" W a distance of 123.41 feet to a No. 4 rebar set for an outside corner of this tract;

S 24° 25' 34" W a distance of 66.09 feet to a No. 4 rebar set for an angle point of this tract;

S 18° 15' 01" W a distance of 190.92 feet to a No. 4 rebar set for an angle point of this tract;

S 22° 54' 41" W a distance of 217.76 feet to a No. 4 rebar set for an outside corner of this tract;

S 40° 43' 42" W a distance of 37.85 feet to a No. 4 rebar set for an angle point of this tract;

S 33° 58' 09" W a distance of 64.62 feet to a No. 4 rebar set for an outside corner of this tract;

S 43° 03' 39" W a distance of 138.47 feet to a No. 4 rebar set for an inside corner of this tract;

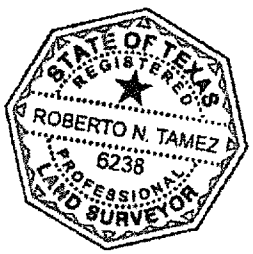
S 16° 29' 25" W a distance of 45.00 feet to a No. 4 rebar set for an outside corner of this tract;

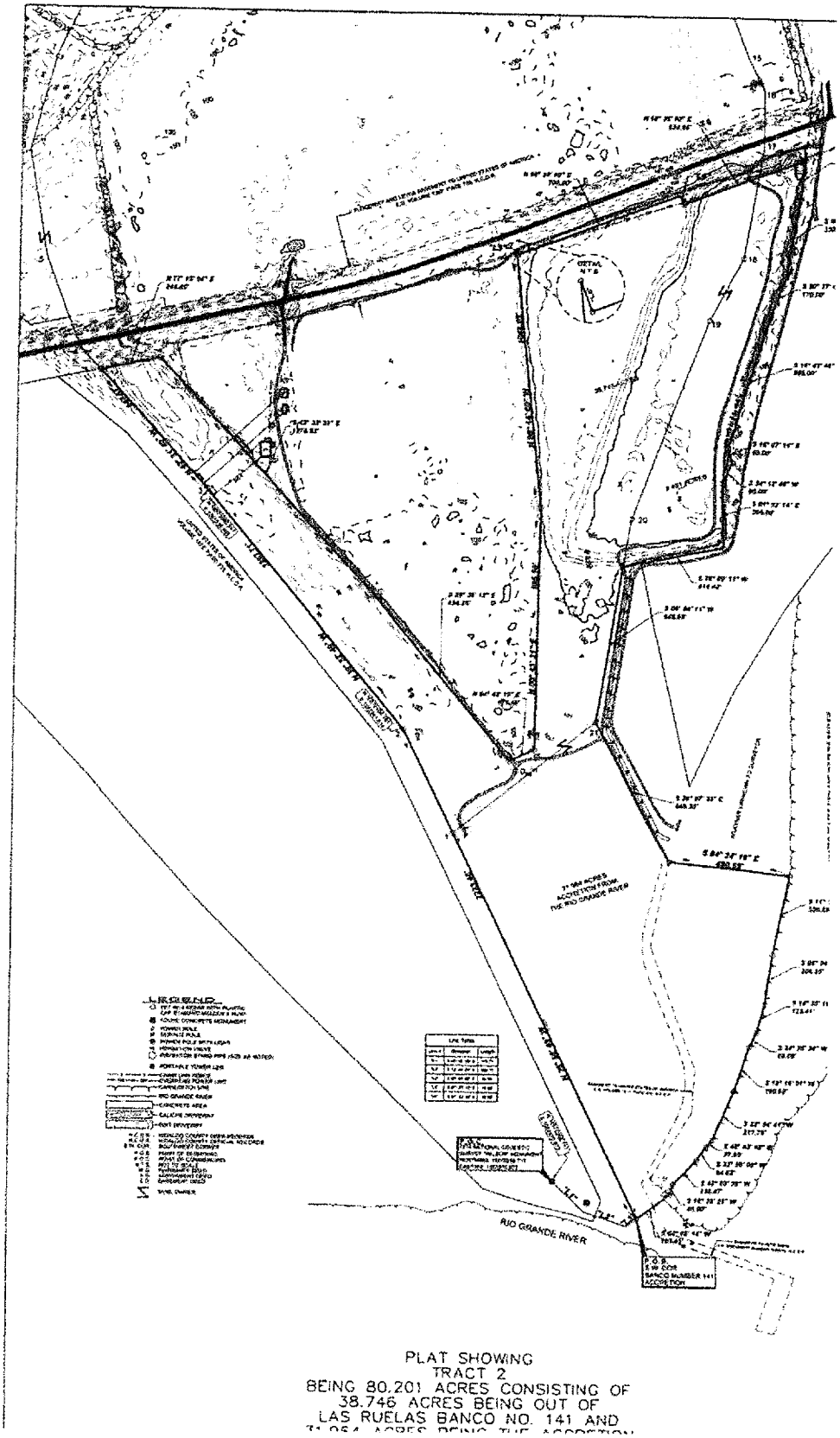
26. THENCE, S 52° 02' 14" W a distance of 167.42 feet to the POINT OF BEGINNING and containing 80.201 acres of land, more or less.

NOTE: ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 5/16/2016 UNDER MY DIRECTION AND SUPERVISION.

ROBERTO N. TAMEZ, R.P.L.S. #6238 DATE: 02/06/17





PLAT SHOWING
TRACT 2
BEING 80.201 ACRES CONSISTING OF
38.746 ACRES BEING OUT OF
LAS RUELAS BANCO NO. 141 AND

Exhibit "A-1"
Diagram of the Easement Area

METES AND BOUNDS DESCRIPTION
30.123 ACRES CONSISTING OF:
20.632 ACRES BEING OUT OF LAS RUELAS BANCO NO. 141
AND 9.491 ACRES OUT OF ACCRETION FROM
THE RIO GRANDE RIVER
CITY OF MISSION,
HIDALGO COUNTY, TEXAS

A tract of land containing 30.123 acres situated in the City of Mission, Hidalgo County, Texas, consisting of 20.632 acres being out of Banco No. 141 and 9.491 acres out accretion from the Rio Grande River, said 30.123 acres are out of a certain tract conveyed to Hidalgo County Regional Mobility Authority, by virtue of a Deed recorded under Document Number 2820273, Hidalgo County Official Records, said 30.123 acres also being more particularly described as follows:

COMMENCING at the 1974 National Geodetic Survey (NGS) "Wilson" concrete monument found [Northing: 16570258.717, Easting: 1052970.973];

THENCE, S 46° 08' 26" E a distance of 179.77 feet;

THENCE, S 70° 44' 52" E a distance of 183.17 feet;

THENCE, N 52° 00' 02" E a distance of 54.01 feet;

THENCE, N 25° 58' 49" W a distance of 1,752.57 feet;

THENCE, N 51° 04' 31" E a distance of 735.11 feet;

THENCE, N 09° 04' 11" E a distance of 646.98 feet to a No. 4 rebar set for an outside corner and POINT OF BEGINNING of this herein described tract;

1. THENCE, N 89° 16' 29" W a distance of 339.04 feet to an outside corner of this tract;
2. THENCE, N 00° 43' 31" E a distance of 235.77 feet to a No. 4 rebar set for an angle point of this tract;
3. THENCE, N 06° 14' 00" W a distance of 1,048.08 feet to a No. 4 rebar set for an outside corner of this tract;
4. THENCE, S 21° 23' 10" E a distance of 15.00 feet to a No. 4 rebar set for an inside corner of this tract;
5. THENCE, N 68° 36' 50" E a distance of 700.00 feet to a No. 4 rebar set for an outside corner of this tract;
6. THENCE, S 21° 23' 10" E a distance of 40.00 feet to a No. 4 rebar set for an inside corner of this tract;
7. THENCE, N 68° 36' 50" E a distance of 524.98 feet to a No. 4 rebar set for the Northeast corner of this tract;
8. THENCE, S 05° 12' 46" W a distance of 161.99 feet to a No. 4 rebar set for an outside corner of this tract;
9. THENCE, S 09° 57' 46" W a distance of 330.00 feet to a No. 4 rebar set for an outside corner of this tract;

10. THENCE, S 20° 27' 46" W a distance of 170.00 feet to a No. 4 rebar set for an inside corner of this tract;

11. THENCE, S 16° 42' 46" W a distance of 565.00 feet to a No. 4 rebar set for an inside corner of this tract;

12. THENCE, S 16° 07' 14" E a distance of 60.00 feet to a No. 4 rebar set for an outside corner of this tract;

13. THENCE, S 24° 12' 46" W a distance of 90.00 feet to a No. 4 rebar set for an inside corner of this tract;

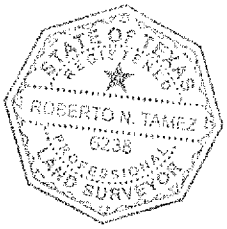
14. THENCE, S 01° 52' 14" E a distance of 266.00 feet to a No. 4 rebar set for an outside corner of this tract;

15. THENCE, S 78° 09' 11" W a distance of 414.40 feet to the POINT OF BEGINNING and containing 30.123 acres of land, more or less

NOTE: ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 5/16/2016 UNDER MY DIRECTION AND SUPERVISION.

ROBERTO N. TAMEZ, R.P.L.S. #6238 DATE: 11/17/2016



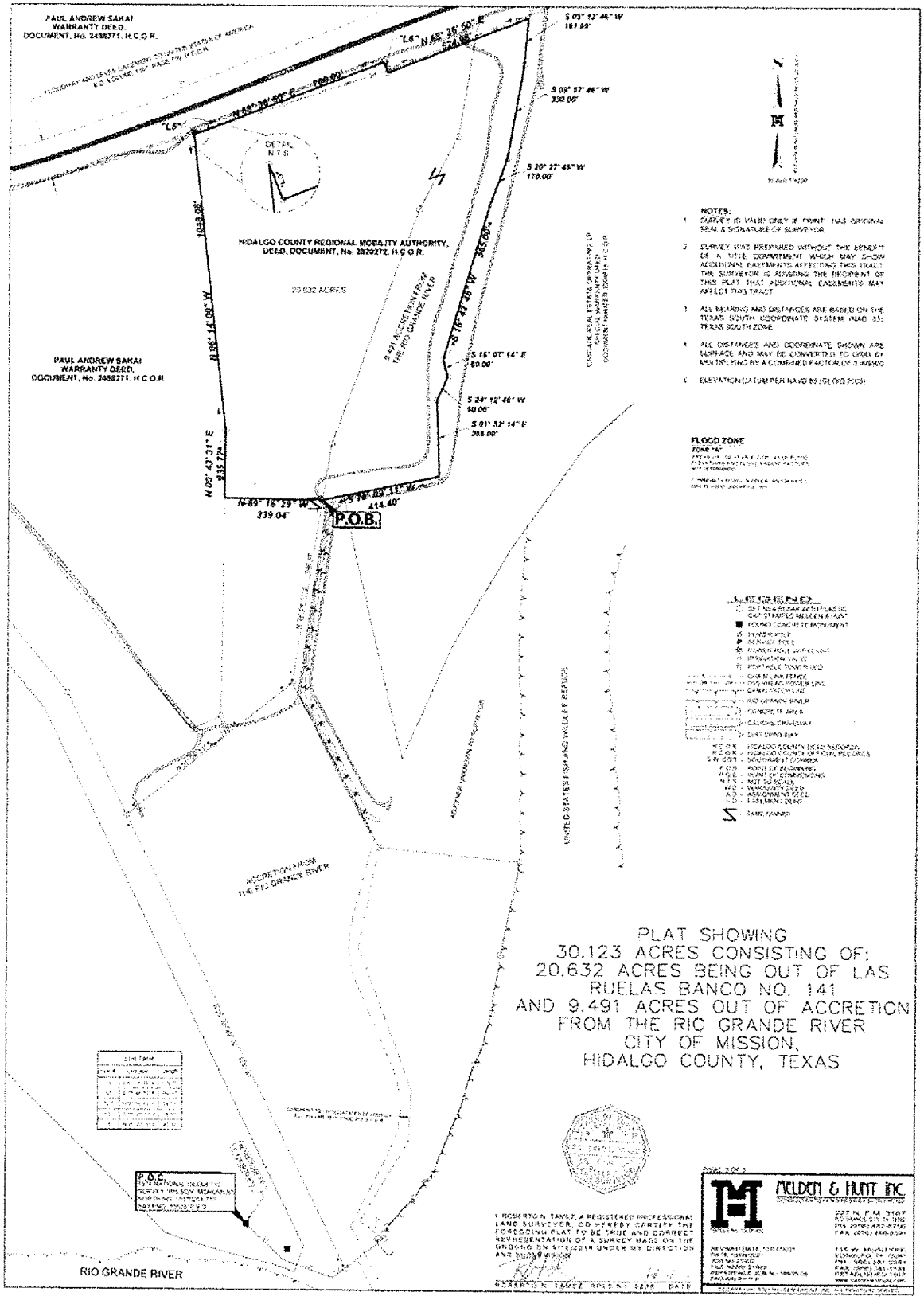

PAUL ANDREW SAKAI
WARRANTY DEED
DOCUMENT, No. 2458271, H.C.O.R.
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY,
DEED, DOCUMENT, No. 2820272, H.C.O.R.
20.632 ACRES
9.491 ACRES OUT OF ACCRETION FROM THE RIO GRANDE RIVER
P.O.B.
NOTES:
FLOOD ZONE
PLAT SHOWING
30.123 ACRES CONSISTING OF:
20.632 ACRES BEING OUT OF LAS
RUELAS BANCO NO. 141
AND 9.491 ACRES OUT OF ACCRETION
FROM THE RIO GRANDE RIVER
CITY OF MISSION,
HIDALGO COUNTY, TEXAS
RIO GRANDE RIVER
MELDEN & HUNT INC.

Exhibit "B"
Baseline Inventory Report

Exhibit "A-1"
Diagram of the Easement Area

Exhibit "B"
Baseline Inventory Report

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-35

APPROVAL OF AWARD OF CONTRACT FOR INSURANCE BROKER SERVICES FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 28th day of September, 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, on April 21, 2005, Hidalgo County (the "County") petitioned the Texas Transportation Commission (the "Commission") for authorization to create the Hidalgo County Regional Mobility Authority (the "Authority") pursuant to the provisions of the Texas Transportation Code; and

WHEREAS, the Commission authorized the creation of the Authority on November 17, 2005; and

WHEREAS, the Authority now operates pursuant to, among other statutory provisions, Chapters 370 and 502, Texas Transportation Code, and the corresponding Commission regulations, policies and procedures, as amended from time to time (collectively, the "Authorizing Law"); and

WHEREAS, the Authority is required in the State Infrastructure Bank loan agreement to keep Authority System and its use and operation insured at all times in such amounts, subject to such exceptions and deductibles and against such risks, as are customary for similar organizations, including business interruption insurance; and

WHEREAS, the Authority has determined to seek the services of a licensed Insurance Broker to advice on insurance coverage for the Authority; and

WHEREAS, on August 19, 2016 and September 21, 2016, the Authority solicited Requests for Proposals to provide Insurance Broker Services to the Authority; and

WHEREAS, on November 15, 2016, the Board of Directors ranked Cameron Investment Company, Inc. dba Shepard Walton King Insurance Group (SWK) the top firm and authorized the Executive Director to execute an agreement;

WHEREAS, the agreement with SWK was entered into for an initial three-year period with provisions to exercise two (2) one-year extensions after the three-year period; and

WHEREAS, on September 22, 2020, the Authority extended the Insurance Broker Service Agreement with SWK for one year; and

WHEREAS, the Authority has determined it is necessary to exercise a one-year extension to the Insurance Broker Service Agreement with SWK;

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

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

Section 2. The Board hereby approves a one (1) year extension to the Insurance Broker Services Agreement with Cameron Investment Company, Inc. dba Shepard Walton King Insurance Group hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the one (1) year extension to the Professional Service Agreement with Cameron Investment Company, Inc. dba Shepard Walton King Insurance Group to provide Insurance Broker Services to the Hidalgo County Regional Mobility Authority, as approved.

* * *

PASSED AND APPROVED AS TO BE EFFETIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 28th day of September 2021, at which meeting a quorum was present.

S. David Deanda Jr, Chairman

Ezequiel Reyna, Jr., Secretary / Treasurer

EXHIBIT A
ONE (1) YEAR EXTESNION TO THE INSURANCE BROKER SERVICE AGREEMENT WITH
CAMERON INVESTMENT COMPANY, INC.
DBASHEPARD WALTON KING INSURANCE GROUP
DATED
SEPTEMBER 28, 2021

EXHIBIT B
INSURANCE BROKER SERVICE AGREEMENT WITH
CAMERON INVESTMENT COMPANY, INC.
DBASHEPARD WALTON KING INSURANCE GROUP
DATED
JANUARY 1, 2017

AMENDMENT NO. 1 TO THE INSURANCE BROKER SERVICE AGREEMENT WITH
CAMERON INVESTMENT COMPANY, INC.
DBASHEPARD WALTON KING INSURANCE GROUP
DATED
JUNE 5, 2018

ONE YEAR EXTENSION TO INSURANCE BROKER SERVICE AGREEMENT

BETWEEN HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND

CAMERON INVESTMENT COMPANY, INC

DBA SHEPARD WALTON KING INSURANCE GROUP

DATED JANUARY 1, 2017

INITIAL AGREEMENT PERIOD FOR THREE YEARS

ADDITIONAL ONE-YEAR TERMS

1ST EXTENSION DATED SEPTEMBER 22, 2020

ONE YEAR EXTENSION EFFECTIVE OCTOBER 1, 2021

CAMERON INVESTMENT COMPANCY, INC. **SHEPARD WALTON KING INSURACE GROUP**	**HIDALGO COUNTY REGIONAL** **MOBILITY AUTHORITY**
By:_____	By:_____
Raul Cabaza III, President	Pilar Rodriguez, Executive Director
Date:_____	Date: _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY §

INSURANCE BROKER SERVICE AGREEMENT

This Insurance Broker Services Agreement ("AGREEMENT") is entered into by and between the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, a political subdivision of the State of Texas ("RMA") and CAMERON INVESTMENT COMPANY, INC. dba Shepard Walton King Insurance Group, a Texas corporation ("SWK"), pursuant to the RMA's authority under the Texas Transportation Code, Chapter 370 ("Regional Mobility Authority Act").

RECITALS

WHEREAS, RMA has obtained proposals for professional insurance brokerage services relating to the evaluation and placement of the RMAs insurance coverage; and

WHEREAS, SWK presented a proposal and was selected by the Board of Directors of the RMA to provide such services;

NOW THEREFORE, for and in consideration of the provisions and conditions set forth in this AGREEMENT, the RMA and SWK agree as follows:

Section 1. PURPOSE

The purpose of this AGREEMENT is to engage SWK to provide insurance broker services to the RMA, specifically to provide advice and expertise to assist the RMA in identifying insurance needs and requirements, selecting appropriate insurance coverage, limits, and carriers, and handling of insurance claims. SWK and RMA acknowledge that RMA is relying on SWK's advice and expertise in governmental liability, risk analysis, and insurance coverage.

Section 2. DESCRIPTION OF SERVICES

2.01 SWK will provide the services shown below:

Service Hours	Description of Service
10	I. • Meet with RMA personnel to discuss operations, assets, and projects, and determine exposures of risk. • Review existing insurance policy terms and conditions, including third party coverage, recommend coverage required and design desired insurance program. • Provide analysis of cybersecurity risks to the RMA, as a governmental entity and toll collection authority, and recommend coverage.
40	II. • Obtain needed underwriting data from the RMA in order to prepare submissions to underwriters. • Review carrier provided loss runs and prepare recap of losses and details on large

	losses. • Develop submission and approach markets for quotes on behalf of the RMA.
20	**III.** • Prepare and present report on proposals, including alternative program comparison, where applicable and negotiate with selected carriers. • Make recommendations regarding placement of coverage and present comparison of carrier coverage.
20	**IV.** • Answer questions regarding use of insurance clauses in contracts. • Attend meetings with board members or employees to discuss insurance program and needs. • Establish the claims reporting process for the RMA, determine the type of claims history reports that are necessary and coordinate claims reporting data accordingly, provide claims history information to RMA on an agreed upon basis, and monitor claims activity and provide periodic reviews with carriers. • When requested review third party insurance certificates for compliance with RMA contract requirements.
10	**V.** • Coordinate communications process among RMA, SWK, and the carriers. • Assist the RMA with insurance budget figures. • Meet with the RMA prior to each renewal to develop renewal strategy, discuss markets, desired changes in coverage, best practices, etc.

2.02 SWK agrees to immediately notify the RMA if any conflict or potential conflict of interest with regard to its representation of the RMA that may arise after the execution of this AGREEMENT. SWK agrees to operate at all times under and in conformance with the laws and regulations of the State of Texas and federal government.

Section 3. CONSIDERATION

3.01 In consideration of the broker services rendered by SWK as described above, the RMA agrees to pay SWK an annual fee of thirty-two thousand dollars ($32,000.00) for one hundred (100) service hours. Should the service hours exceed one hundred (100) for any given calendar year, the RMA agrees to pay SWK an hourly rate of three hundred twenty dollars ($320.00) until end of that annual term. Services described in Section 2.01 will be billed monthly on a percentage complete basis.

3.02 SWK shall be entitled to reimbursement for out-of-pocket expenses which are reasonable and necessary and incurred incident to the performance of insurance services requested hereunder, including delivery charges, travel expenses (outside of County), and long distance telephone calls. SWK agrees that they will bill for such out-of-pocket expense at direct cost with no added profit. Any individual out-of-pocket expense exceeding five hundred ($500.00) must have prior approval of the Executive Director of the RMA in order to be eligible for reimbursement.

3.03 Billing statements shall submitted to the RMA for review and approval. Monthly invoices will be billed as a percentage complete for services described in Section 2.01. Requests for reimbursements of allowable expenses should be accompanied by receipts. The approved invoices shall be forwarded for payment within thirty (30) days. Reimbursable mileage (mileage for travel outside of the County) will be paid at the IRS standard rate.

3.04 SWK understands and agrees that it will not accept any compensation from any third party for any services provided by SWK pursuant to this AGREEMENT, including, but not limited to any commissions that might otherwise be earned for the sale of insurance coverage to RMA, it being the intent of the parties that Broker's sole compensation shall be the fees paid by RMA as provided herein.

Section 4. INSURANCE

At all times during the term of this AGREEMENT, SWK is required to maintain professional liability insurance coverage in an amount not less than one million dollars ($1,000,000.00) per occurrence. The coverage must extend a minimum of three years beyond the completion of the services. SWK will provide the RMA proof of current insurance coverage annually prior to the expiration date of previous year's insurance certificate on file. SWK's insurance coverage must provide that it shall not be terminated or decreased below the minimum required coverage amounts with less than thirty (30) days' notice to the RMA.

Section 5. TERM

The term of this AGREEMENT is three years, beginning January 1, 2017with an option to extend for two (2) one (1) year terms; provided that SWK may give thirty (30) days' written notice to the other party of termination of the AGREEMENT prior to end of the term. RMA may terminate this AGREEMENT with seven (7) days' written notice to SWK.

Section 6. INSPECTION OF BOOKS AND RECORDS

The RMA, or any duly authorized representative of the RMA, may at all reasonable times inspect and examine the books and records of SWK for the purpose of (a) checking the costs and other expenses described and/or contemplated in the AGREEMENT; (b) gathering records of carrier proposals, contracts, and claim histories; or (c) otherwise confirming SWK's compliance with the terms of the AGREEMENT. SWK shall maintain said books and records and other evidence pertaining to costs and shall make such materials available at their respective offices, during the term of the AGREEMENT and for a period of three (3) years after the date of final payment for insurance brokerage services.

Section 7. ENTIRE AGREEMENT

This AGREEMENT supersedes any and all other agreements, either oral or in writing, between the parties hereto, and no other agreement, statement, or promise, which is not contained herein, shall be valid or binding

Section 8. SUCCESSORS & ASSIGNMENT

This AGREEMENT and all covenants, rights, benefits and privileges hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns. SWK shall not assign this AGREEMENT or duties or obligations hereunder without the prior written consent of the RMA.

Section 9. AMENDMENTS

This AGREEMENT may be amended by the mutual agreement of the parties in writing to be attached to and incorporated into this AGREEMENT.

Section 10. LEGAL CONSTRUCTION

CAMERON INVESTMENT COMPANY, INC.
dba SHEPARD WALTON KING INSURANCE GROUP

By: _____
Raul Cabaza III, ~~Vice~~ President

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Pilar Rodriguez, Executive Director

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-145443

Date Filed:
12/12/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Cameron Investment Company, Inc. dba Shepard Walton King Insurance Group
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
5363548.1
Provide insurance broker services.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

JENNIFER ANN OLIVARES
Notary Public, State of Texas
My Commission Expires
September 01, 2019

Raul Cabaza III
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Raul Cabaza III, this the 3rd day of January, 20 17, to certify which, witness my hand and seal of office.

Jennifer Olivares — Signature of officer administering oath
Jennifer Olivares — Printed name of officer administering oath
Marketing Exec. — Title of officer administering oath

AMENDMENT NO. 1
DATED JUNE 5, 2018

PROFESSIONAL SERVICE AGREEMENT ENTERED INTO BY AND BETWEEN THE HIDALGO COUNTY REGIONALY MOBILITY AUTHORITY (RMA) AND CAMERON INVESTMENT COMPANY, INC dba SHEPARD WALTON KING INSURANCE GROUP (SWK)

SECTION 3. CONSIDERATION

Section 3.01
In consideration of the broker services rendered by SWK, as described above, the RMA agrees to pay SWK an annual retainer of five thousand dollars ($5,000.00) and an hourly rate of three hundred twenty dollars ($320.00).

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Pilar Rodriguez, PE, Executive Director — Date: 6/27/2018

CAMERON INVESTMENT COMPANY, INC
dba SHEPARD WALTON KING INSURANCE GROUP

Raul Cabaza III, President — Date: 6/27/18

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-36

APPROVAL OF AWARD OF CONTRACT WITH L&G CONSULTING ENGINEERS, INC. FOR CONSTRUCTION MATERIAL TESTING SERVICES FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 28th day of September, 2021, 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 the Authority finds it necessary to approve Resolution 2021-36 Approval of Award of Contract by and between the L&G Consulting Engineers, Inc., and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services.

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

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

Section 2. The Board hereby approves Award of Contract by and between L&G Consulting Engineers, Inc, and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services in the amount of $2,765,349.03, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Professional Service Agreement for Construction Material Testing with L&G Consulting Engineers, Inc., as approved by the Board.

*****

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 28th day of September 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Main
Professional Service
Agreement with
L&G Consulting Engineers, Inc.
For
Construction Material Testing Services

STATE OF TEXAS §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING / DESIGN SERVICES

THIS CONTRACT FOR ENGINEERING SERVICES is made by and between the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter the "Authority") and L&G Consulting Engineers, Inc. (hereinafter the "Engineer"), having its principal business address at 2100 W. Expressway 83 Mercedes, TX 78570 for the purpose of contracting for engineering services (hereinafter the "Agreement").

WITNESSETH

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

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

WHEREAS, pursuant to the Procurement and the Authority Board of Director's (the Board's) ranking of respondents thereto, the Board finds it to be in the best interest of the Authority to engage the Engineer to provide verification sampling and testing services as required by the 2019 TxDOT Guide Schedule of Sampling & Testing for Design Bid-Build Projects and adopted Quality Assurance Program (QAP) to assure that materials and workmanship incorporated into highway construction projects are in reasonable conformity with the requirements of the approved plans and specifications, including any approved changes as required for the development of the Project, as approved by the Authority to wit: the **{ PROVIDE CONSTRUCTION MATERIALS TESTING TO ASSURE THE MATERIALS INCORPORATED INTO 5.85 MILES OF SEGMENT 1 [FROM MCCOLL ROAD TO US281] ON PHASE II OF 365 TOLL HIGHWAY CONSTRUCTION PROJECT ARE SUBJECT TO VERIFICATION SAMPLING AND TESTING WHEN REQUIRED AND MEET PROJECT PLANS AND SPECIFICATIONS; AND ADMINISTERING QUALITY MONITORING AND QUALITY ASSURANCE PROGRAM. OVERALL PROJECT CONSISTS OF CONSTRUCTION OF A 12.4 MILE TOLLED FACILITY FROM FM 396 & GSA CONNECTOR TO US 281 (MILITARY HIGHWAY), WHICH CONSISTS OF: OF GRADING, FLEXIBLE BASE, LIME TREATED SUBGRADE, ASPHALTIC CONCRETE PAVEMENT, CONCRETE PAVEMENT, SIGNING AND PAVEMENT MARKINGS, CROSS CULVERTS, BRIDGE STRUCTURES, RETAINING WALLS, ILLUMINATION AND TOLL EQUIPMENT.**

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

AGREEMENT

ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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

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

ARTICLE II
AGREEMENT PERIOD

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 13, 2025 unless the Agreement period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Section 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Section 14, Termination. Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

ARTICLE III
COMPENSATION

3.1 Maximum Amount Payable. The maximum amount payable under this contract is $2,765,349.03 unless modified (1) modified written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements or (2) modified through a work authorization as set forth in Article V, provided that such work authorizations is adopted by Board action.

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

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

3.4 **Engineer Payment of Subproviders**. No later than ten (10) days after receiving payment from the Authority, the Engineer shall pay all subproviders for work performed under a subcontract authorized hereunder. The Authority may withhold all payments that have or may become due if the Engineer fails to comply with the ten-day payment requirement. The Authority may also suspend the work under this Agreement

or any work authorization until subproviders are paid. This requirement also applies to all lower tier subproviders, and this provision must be incorporated into all subcontracts related to the project.

ARTICLE IV
PAYMENT REQUIREMENTS

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

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

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

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

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

4.6 **Required Reports.**

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

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

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

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

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

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

ARTICLE V
WORK AUTHORIZATIONS

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

ARTICLE VI
SIGNATORY WARRANTY

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

ARTICLE VII
NOTICES

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

Engineer:	**Authority:**
L&G Consulting Engineers, Inc. 2100 W. Expressway 83 Mercedes, Texas 78570 Attn: Jacinto Garza, P.E., President / CEO	Hidalgo County Regional Mobility Authority (HCRMA) 203 W. Newcombe Ave./PO BOX 1766 Pharr, Texas 78577 Attn: Pilar Rodriguez, P.E., Executive Director

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

ARTICLE VIII

INCORPORATION OF PROVISIONS

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

SIGNATORIES

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

AUTHORITY	**ENGINEER**
By: _____	By: _____
Name: Pilar Rodriguez	Name: Jacinto Garza, P.E.
Title: Executive Director	Title: President / CEO
Hidalgo County Regional Mobility Authority	L & G Consulting Engineers., Inc.
Date: _____	Date: _____

:

LIST OF ATTACHMENTS TO AGREEMENT
FOR ENGINEERING SERVICES
INCORPORATED INTO THE AGREEMENT BY REFERENCE

Attachments	Title
A	General Provisions
B	Services to Be Provided by the Authority
C	Services to Be Provided by the Engineer
D	Work Authorization Forms
D-1	Work Authorization Form for Agreement for Engineering Services
D-2	Supplemental Work Authorization Form
E	Fee Schedule
E-1	Final Cost Proposal Form
E-2	Rate Sheets
E-3	Maximum Amount Payable
F	Work Schedule
G	Contract Deliverables/Computer Graphics Files for Document and Information Exchange, if applicable
H	DBE Participation
H-MOU	Memorandum of Understanding
H-Instructions	Instructions As per 49CFR 26.21
H-FG	Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts – See Attachment H Instructions
H–FN	Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts – See Attachment H Instructions
H–SG	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – County of Texas HUB. Subcontracting plan required – See Attachment H Instructions
H–SN	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – No County of Texas HUB
H–1	Subprovider Monitoring System Commitment Worksheet
H–2	Subprovider Monitoring System Commitment Agreement
H–3	Monthly Progress Assessment Report
H-4	Subprovider Monitoring System Final Report
H-5	Federal Subproviders and Supplier Information
H-6	HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report
H-7	DBE Certifications
I	Certificate of Insurance
J	Conflicts of Certification
K	Debarment Certification
L	2019 Quality Assurance Program for Design Bid Build Projects
M	2019 Guide Schedule of Sampling & Testing for Design Bid-Build Projects

ATTACHMENT A
GENERAL PROVISIONS

INDEX TO PROVISIONS

Section	Title
1	Work Authorizations
2	Progress
3	Suspension of Work
4	Additional Work
5	Changes in Work
6	Supplemental Agreements
7	Ownership of Data
8	Public Information
9	Personnel, Equipment and Material
10	Subcontracting
11	Inspection of Work
12	Submission of Reports
13	Violation of Contract Terms (Breach of Agreement)
14	Termination
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16	Indemnification
17	Engineer's Responsibility
18	Non-collusion
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25	Computer Graphics Files
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30	Prior Agreements Superseded
31	Conflict of Interest
32	Office of Management and Budget (OMB) Audit Requirements
33	Certifications

ATTACHMENT A
GENERAL PROVISIONS

SECTION 1. WORK AUTHORIZATIONS

A. Use. The Engineer shall not begin any work until the Authority and the Engineer have signed a work authorization. Costs incurred by the Engineer before or after the completion date specified in the work authorization are not eligible for reimbursement. All work must be completed on or before the completion date specified in the work authorization, and no work authorization completion date shall extend beyond the Agreement period set forth in Article II of the Agreement (Agreement Period).

B. Contents. Each work authorization will include: (1) types of services to be performed; (2) a period of performance with a beginning and ending date; (3) a full description of the work to be performed; (4) a work schedule with milestones; (5) a cost not to exceed amount, (6) the basis of payment whether cost plus fixed fee, unit cost, lump sum, or specified rate; and (7) a work authorization budget calculated using fees set forth in Attachment E, Fee Schedule. The Engineer is not to include additional Agreement terms and conditions in the work authorization. In the event of any conflicting terms and conditions between the work authorization and the Agreement, the terms and conditions of the Agreement shall prevail and govern the work and costs incurred.

C. Work Authorization Budget. A work authorization budget shall set forth in detail (1) the computation of the estimated cost of the work as described in the work authorization, (2) the estimated time (hours/days) required to complete the work at the hourly rates established in Attachment E, Fee Schedule; (3) a work plan that includes a list of the work to be performed, (4) a stated maximum number of calendar days to complete the work, and (5) a cost-not-to-exceed-amount or unit or lump sum cost and the total cost or price of the work authorization. The Authority will not pay items of cost that are not included in or rates that exceed those approved in Attachment E.

D. No Guaranteed Work. Work authorizations are issued at the discretion of the Authority. While it is the Authority's intent to issue work authorizations hereunder, the Engineer shall have no cause of action conditioned upon the lack or number of work authorizations issued.

E. Incorporation into Agreement. Each work authorization shall be signed by both parties and become a part of this Agreement. No work authorization will waive the Authority's or the Engineer's responsibilities and obligations established in this Agreement. The Engineer shall promptly notify the Authority of any event that will affect the schedule or completion of the work authorization.

F. Supplemental Work Authorizations. Before additional work may be performed or additional costs incurred, a change in a work authorization shall be enacted by a written supplemental work authorization in the form identified and attached hereto as Attachment D. Both parties must execute a supplemental work authorization within the period of performance specified in the work authorization. The Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with the performance or prior to the execution of the work authorization. The Engineer shall allow adequate time for review and approval of the supplemental work authorization by the Authority prior to expiration of the work authorization. Any supplemental work authorization must be executed by both parties within the time period established in Article II of the Agreement, (Agreement Period). Under no circumstances will a work authorization be allowed to extend beyond the Agreement's expiration date, unless a supplemental to the Agreement is approved by both parties extending the Agreement date.

F-1. More Time Needed. If the Engineer determines or reasonably anticipates that the work authorized in a work authorization cannot be completed before the specified completion date, the Engineer shall promptly notify the Authority. The Authority may, at its sole discretion, extend the work authorization period by execution of a supplemental to the work authorization, using the form attached hereto as Attachment D.

F-2. Changes in Scope. Changes that would modify the scope of the work authorized in a work authorization must be enacted by a written supplemental to the appropriate work authorization. The Engineer must allow adequate time for the Authority to review and approve any request for a time extension prior to expiration of the work authorization. If the change in scope affects the amount payable under the work authorization, the Engineer shall prepare a revised work authorization budget for the Authority's approval.

G. New Work Authorization. If the Engineer does not complete the services authorized in a work authorization before the specified completion date and has not requested a supplemental to the appropriate work authorization, the work authorization shall terminate on the completion date. At the sole discretion of the Authority, it may issue a new work authorization to the Engineer for the incomplete work using the unexpended balance of the preceding work authorization for the project. If approved by the Authority, the Engineer may calculate any additional cost for the incomplete work using the rates set forth in the preceding work authorization and in accordance with Attachment E, Fee Schedule.

H. Emergency Work Authorizations. The Authority, at its sole discretion, may accept the Engineer's signature on a faxed copy of the work authorization as satisfying the requirements for executing the work authorization, provided that the signed original is received by the Authority within five (5) business days from the date on the faxed copy.

I. Deliverables. Upon satisfactory completion of the work authorization, the Engineer shall submit the deliverables as specified in the executed work authorization to the Authority for review and acceptance.

J. Performance Standards. Unless authorized by the Authority and the Texas Department of Transportation, if applicable, work performed under this Agreement shall be developed in accordance with the latest version of the Texas Department of Transportation's manuals.

SECTION 2. PROGRESS

A. Progress meetings. The Engineer shall from time to time during the progress of the work confer with the Authority. The Engineer shall prepare and present such information as may be pertinent and necessary or as may be requested by the Authority in order to evaluate features of the work.

B. Conferences. At the request of the Authority or the Engineer, conferences shall be provided at the Engineer's office, the office of the Authority, or at other locations designated by the Authority. These conferences shall also include evaluation of the Engineer's services and work when requested by the Authority.

C. Inspections. If federal funds are used to reimburse costs incurred under this Agreement, the work and all reimbursements will be subject to periodic review by the Texas Department of Transportation and the U. S. Department of Transportation.

D. Reports. The Engineer shall promptly advise the Authority in writing of events that have a significant impact upon the progress of a work authorization, including:

1. Problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by Authority judgment of the action taken or contemplated, and any or federal assistance needed to resolve the situation; and
2. Favorable developments or events which enable meeting the work schedule goals sooner than anticipated.

E. Corrective Action. Should the Authority determine that the progress of work does not satisfy the milestone schedule set forth in a work authorization, the Authority shall review the work schedule with the Engineer to determine the nature of corrective action needed.

SECTION 3. SUSPENSION OF WORK AUTHORIZATION

A. Notice. Should the Authority desire to suspend a work authorization but not terminate the Agreement, the Authority may verbally notify the Engineer followed by written confirmation, giving ten (10) day notice. Both parties may waive the ten-day notice in writing.

B. Reinstatement. A work authorization may be reinstated and resumed in full force and effect within sixty (60) business days of receipt of written notice from the Authority to resume the work. Both parties may waive the sixty-day notice in writing.

C. Agreement Period Not Affected. If the Authority suspends a work authorization, the Agreement period as determined in Article II of the Agreement (Agreement Period) is not affected and the Agreement and the work authorization will terminate on the date specified unless the Agreement or work authorization is amended to authorize additional time.

D. Limitation of Liability. The Authority shall have no liability for work performed or costs incurred prior to the date authorized by the Authority to begin work, during periods when work is suspended, or after the completion date of the Agreement or work authorization.

SECTION 4. ADDITIONAL WORK

A. Notice. If the Engineer is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, it shall promptly notify the Authority in writing, presenting the facts of the work authorization and showing how the work authorization constitutes additional work.

B. Supplemental Agreement. If the Authority finds that the work does constitute additional work, the Authority shall so advise the Engineer and a written supplemental agreement will be executed as provided in Attachment A, General Provisions, Section 6, Supplemental Agreements.

C. Limitation of Liability. The Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with or prior to the execution of a supplemental agreement.

SECTION 5. CHANGES IN WORK

A. Work Previously Submitted as Satisfactory. If the Engineer has submitted work in accordance with the terms of this Agreement but the Authority requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Agreement, the Engineer shall make such revisions as requested and as directed by the Authority. This will be considered as additional work and paid for as specified under Attachment A, General Provisions, Section 4, Additional Work.

B. Work Does Not Comply with the Agreement. If the Engineer submits work that does not comply with the terms of this Agreement, the Authority shall instruct the Engineer to make such revision as is necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

C. Errors/Omissions. The Engineer shall make revisions to the work authorized in this Agreement which are necessary to correct errors or omissions appearing therein, when required to do so by the Authority. No additional compensation shall be paid for this work.

SECTION 6. SUPPLEMENTAL AGREEMENTS

A. Need. The terms of this Agreement may be modified if the Authority determines that there has been a significant increase or decrease in the duration, scope, cost, complexity or character of the services to be performed. A supplemental agreement will be executed to authorize such significant increases or decreases.

B. Compensation. Additional compensation, if appropriate, shall be calculated as set forth in Article III of the Agreement (Compensation). Significant changes affecting the cost or maximum amount payable shall be defined to include but not be limited to new work not previously authorized or previously authorized services that will not be performed. The parties may reevaluate and renegotiate costs at this time.

C. When to Execute. Both parties must execute a supplemental agreement within the Agreement period specified in Article II of this Agreement (Agreement Period).

SECTION 7. OWNERSHIP OF DATA

A. Work for Hire. All services provided under this Agreement are considered work for hire and as such all data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this Agreement are the property of the Authority.

B. Disposition of Documents. All documents prepared by the Engineer and all documents furnished to the Engineer by the Authority shall be delivered to the Authority upon request by the Authority. The Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished the Authority under this Agreement, but further use of the data is subject to permission by the Authority.

C. Release of Data. The Engineer (1) will not release any documentation created or collected under this Agreement except to its subproviders as necessary to complete this Agreement; (2) shall include a provision in all subcontracts which acknowledges the Authority's ownership of the documents and prohibits its use for any use other than the project identified in this Agreement; and (3) is responsible for any improper use of the documents by its employees, officers, or subproviders, including costs, damages, or other liability resulting from improper use. Neither the Engineer nor any subprovider may charge a fee for the portion of the design plan created by the Authority.

D. Maintenance of Data. The Engineer and any subconsultant, subcontractor or vendor shall keep and maintain all Data and all other material relating to this Agreement and related projects, and shall make all such material available at any reasonable time during the term of the work on the Agreement and related projects and for five (5) years from the date of final payment to the Engineer for auditing, inspection, and copying upon the Authority's request or, if federal dollars are applied to the Agreement, upon request by the federal government.

SECTION 8. PUBLIC INFORMATION AND CONFIDENTIALITY

A. Public Information. The Authority will comply with Government Code, Chapter 552, the Public Information Act, and 43 Texas Administrative Code §3.10 et seq. in the release of information produced under this Agreement.

B. Confidentiality. The Engineer shall not disclose information obtained from the Authority under this Agreement without the express written consent of the Authority.

SECTION 9. PERSONNEL, EQUIPMENT AND MATERIAL

A. This Agreement is not intended to constitute, create, give up, or otherwise recognize a joint venture agreement or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

B. Engineer Resources. The Engineer shall furnish and maintain quarters for the performance of all services, in addition to providing adequate and sufficient personnel and equipment to perform the services required under this Agreement. The Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this Agreement, or it will be able to obtain such personnel from sources other than the Authority.

C. Removal of Contractor Employee. All employees of the Engineer assigned to this Agreement shall have such knowledge and experience as will enable them to perform the duties assigned to them. The Authority may instruct the Engineer to remove any employee from association with work authorized in this Agreement if, in the sole opinion of the Authority, the work of that employee does not comply with the terms of this Agreement or if the conduct of that employee becomes detrimental to the work.

D. Replacement of Key Personnel. The Engineer must notify the Authority in writing as soon as possible, but no later than three business days after a project manager or other key personnel is removed from association with this Agreement, giving the reason for removal.

E. Authority Approval of Replacement Personnel. The Engineer may not replace the project manager or key personnel without prior consent of the Authority. The Authority must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the Authority determines that the new project manager or key personnel is not acceptable, the Engineer may not use that person in that capacity and shall replace him or her with one satisfactory to the Authority within forty-five (45) days.

F. Ownership of Acquired Property. Except to the extent that a specific provision of this Agreement states to the contrary, the Authority shall own all intellectual property acquired or developed under this Agreement and all equipment purchased by the Engineer or its subcontractors under this Agreement. All intellectual property and equipment owned by the Authority shall be delivered to the Authority when this Agreement terminates, or when it is no longer needed for work performed under this Agreement, whichever occurs first.

G. The Engineer shall furnish and maintain, at its own expense, office space for the performance of all services, and adequate and sufficient personnel and equipment to perform the services as required. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them.

H. The Engineer agrees to maintain (in sufficient detail as will properly reflect all work done and results achieved in the performance of this Agreement) tracings, plans, specifications, maps, basic survey notes and sketches, books, records, reports, research notes, charts, graphs, comments, plans, comparisons, computations, analyses, recordings, photographs, computer programs, and documentations thereof, and other graphic or written data or deliverables generated in connection with the work called for in the Agreement; all such information and documentations to be termed "Data" under this Agreement.

I. All Data is the exclusive property of the Authority and shall be furnished to the Authority upon request and shall not be used or released by the Engineer or any other person except with the prior approval of the Authority. All documents prepared by the Engineer and all documents furnished to the Engineer by the Authority shall be delivered to the Authority upon completion of the relevant milestone for payment and/or termination of this Agreement. Provided, however, that none of the documents or materials are intended or represented by Engineer to be suitable for reuse by the Authority, or others on extensions of the project or on any other project. Any reuse of Data without written verification or adaptation by Engineer for use beyond the specific purpose intended will be at Authority's sole risk and without liability or legal exposure to Engineer.

SECTION 10. SUBCONTRACTING

A. Prior Approval. The Engineer shall not assign, subcontract or transfer any portion of professional services related to the work under this Agreement without prior written approval from the Authority.

B. DBE/HUB Compliance. The Engineer's subcontracting program shall comply with the requirements of Attachment H of the Agreement (DBE/HUB Requirements).

C. Required Provisions. All subcontracts for professional services shall include the provisions included in Attachment A, General Provisions, and any provisions required by law. The Engineer is authorized to pay subproviders in accordance with the terms of the subcontract, and the basis of payment may differ from the basis of payment by the Authority to the Engineer.

D. Prior Review. All subcontracts for professional services shall be approved as to form in writing by the Authority and, if applicable, by the Texas Department of Transportation prior to its execution and performance of work thereunder.

E. Engineer Responsibilities. No subcontract relieves the Engineer of any responsibilities under this Agreement.

SECTION 11. INSPECTION OF WORK

A. Review Rights. The Authority and if appropriate, the Texas Department of Transportation, and when federal funds are involved, the U. S. Department of Transportation, and any of their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

B. Reasonable Access. If any review or evaluation is made on the premises of the Engineer or a subprovider, the Engineer shall provide and require its subproviders to provide all reasonable facilities and assistance for the safety and convenience of the Authority and if appropriate the Authority, State, or federal representatives in the performance of their duties.

SECTION 12. SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by the Authority before a final report is issued. The Authority's comments on the Engineer's preliminary report must be addressed in the final report.

SECTION 13. VIOLATION OF AGREEMENT TERMS (BREACH OF AGREEMENT)

A. Violation. Violation of the Agreement terms or breach of this Agreement by the Engineer shall be grounds for termination of the Agreement. Any additional costs to the Authority that arise from the Engineer's default, breach of Agreement, or violation of Agreement terms shall be paid by the Engineer. This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

B. Venue. Venue for disputes related to this Agreement shall be Hidalgo County, Texas.

C. Applicable Laws. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

SECTION 14. TERMINATION

A. Causes. The Agreement may be terminated before the stated completion date by any of the following conditions.

1. By mutual agreement and consent, in writing from both parties.
2. By the Authority by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By the Authority for reasons of its own, not subject to the mutual consent of the Engineer, by giving ten business days notice of termination in writing to the Engineer.
5. By the Authority, if the Engineer violates the provisions of Attachment A, General Provisions Section 21, Gratuities.
6. By satisfactory completion of all services and obligations described herein.

B. Measurement. Should the Authority terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Engineer. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the Authority terminate this Agreement under Paragraph A (4) or (5) above, the Engineer shall not incur costs during the ten-day notice period in excess of the amount incurred during the preceding ten (10) days.

C. Value of Completed Work. If the Engineer defaults in the performance of this Agreement or if the Authority terminates this Agreement for fault on the part of the Engineer, the Authority will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in Attachment E, Fee Schedule) by the Engineer in performing the work to the date of default;

(2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the Authority; (4) the cost to the Authority of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; and (6) other factors which affect the value to the Authority of the work performed.

D. Calculation of Payments. The Authority shall use the fee schedule set forth in Attachment E to the Agreement (Fee Schedule) in determining the value of the work performed up to the time of termination. In the case of partially completed engineering services, eligible costs will be calculated as set forth in Attachment E, Fee Schedule. The sum of the provisional overhead percentage rate for payroll additives and for general and administrative overhead costs during the years in which work was performed shall be used to calculate partial payments.

E. Excusable Delays. Except with respect to defaults of subproviders, the Engineer shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Engineer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

F. Surviving Requirements. The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the Authority and the Engineer under this Agreement, except for those provisions that establish responsibilities that extend beyond the Agreement period.

G. Payment of Additional Costs. If termination of this Agreement is due to the failure of the Engineer to fulfill its Agreement obligations, the Authority may take over the project and prosecute the work to completion, and the Engineer shall be liable to the Authority for any additional cost to the Authority.

SECTION 15. COMPLIANCE WITH LAWS

The Engineer shall comply with all applicable Authority, federal, County and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, the Engineer shall furnish the Authority with satisfactory proof of its compliance therewith.

SECTION 16. INDEMNIFICATION

A. THE ENGINEER SHALL SAVE AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, AND EMPLOYEES, FROM ALL CLAIMS, LIABILITY, ACTION, AND LOSS (INCLUDING DAMAGE OR INJURY INCLUDING DEATH TO PERSONS OR PROPERTY) DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, SUBCONTRACTORS, OR EMPLOYEES PERFORMED UNDER THIS AGREEMENT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT, INCLUDING ANY VIOLATION OF ANY STATUTES, ORDINANCES, BUILDING CODES OR REGULATIONS, OF THE ENGINEER OR OF ANY PERSON EMPLOYED OR ENGAGED BY THE ENGINEER, AND THE DEFENSE OF ANY SUCH CLAIMS, LIABILITY, ACTION, OR LOSS.

B. THE ENGINEER SHALL ALSO SAVE AND HOLD HARMLESS THE AUTHORITY FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, REASONBLE ATTORNEY FEES WHICH MAY BE INCURRED BY THE AUTHORITY OR LIABILITIES WHICH MAY BE IMPOSED ON THE AUTHORITY AS THE RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACT BY THE ENGINEER, ITS AGENTS, ITS SUBCONTRACTORS, OR EMPLOYEES.

SECTION 17. ENGINEER'S RESPONSIBILITY

A. Accuracy. The Engineer shall be responsible for the accuracy and completeness of work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

B. Errors and Omissions. The Engineer's responsibility for all questions arising from design errors and/or omissions will be determined by the Authority and all decisions shall be in accordance with the Authority's "Errors or Omissions Policy". The Engineer will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

C. Seal. The responsible Engineer shall sign, seal and date all appropriate engineering submissions to the Authority in accordance with the Texas Engineering Practice Act and the rules of the Texas Board of Professional Engineers.

D. Resealing of Documents. Once the work has been sealed and accepted by the Authority, the Authority, as the owner, will notify the party to this Agreement, in writing, of the possibility that a Authority engineer, as a second engineer, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second engineer will affix his seal to any work altered, completed, corrected, revised or added. The second engineer will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original engineer's design.

SECTION 18. NONCOLLUSION

A. Warranty. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer and those consultants, subconsultants, and providers identified in the presentation to the Authority's Board, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

B. Liability. For breach or violation of this warranty, the Authority shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION 19. INSURANCE

A. Insurance Liability Limits. The Engineer shall obtain and maintain insurance limits of liability for each of the types of insurance coverage identified as follows:

1. Workers' Compensation, endorsed with a waiver of subrogation in favor of the Authority in the amount of statutory obligations imposed under the Texas Workers' Compensation Law.

2. Commercial General Liability, endorsed with the Authority as an additional insured and endorsed with a waiver of subrogation in favor of the Authority to the extent of the liabilities assumed by Engineer under **Attachment A, Section 17** of this Agreement, in limits of liability of one million dollars ($1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
3. Professional Liability in limits of two million dollars ($2,000,000) each claim and in the aggregate.

The coverage and amounts designated herein are minimum requirements and do not establish limits of the Engineer's liability. Additional coverage may be provided at the Engineer's option and expense.

The issuer of any policy must have a rating of at least B+ and a financial size of Class VI or better according to the latest *Best's* rating.

B. Insurance Liability Limits. The Engineer shall furnish proof of insurance by means of a completed Attachment I – Certificate of Insurance - Hidalgo County Regional Mobility Authority, attached hereto and made a part thereof with the Project Name and the Engineer's name stated thereon, to be submitted prior to the beginning of the Project. The Engineer will be considered in breach of this Agreement should the Engineer fail to maintain the required insurance coverage during the term of this Agreement. The termination of this Agreement resulting from failure to maintain the required insurance will be carried out in accordance with the termination provisions herein.

C. Engineer's Risk. The services to be provided under this Agreement will be performed entirely at Engineer's risk and Engineer assumes all responsibility for the condition of vehicles or other instrumentalities used in the performance of this Agreement.

D. Work on Texas Department of Transportation Property. To the extent that the Texas Department of Transportation or this Agreement authorizes the Engineer or its subconsultants to perform any work on Texas Department of Transportation right of way, before beginning work the entity performing the work shall provide the Authority and the Texas Department of Transportation with a fully executed copy of the Department's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on Department right of way. This coverage shall be maintained until all work on the Department right of way is complete. If coverage is not maintained, all work on Department right of way shall cease immediately, and, the Authority may recover damages and all costs of completing the work.

SECTION 20. GRATUITIES

Employees of the Authority shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the Authority under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Authority. Any person doing business with or who may reasonably speaking do business with the Authority under this Agreement may not make any offer of benefits, gifts or favors to departmental employees, except as mentioned herein above. Failure on the part of the Engineer to adhere to this policy may result in the termination of this Agreement.

SECTION 21. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS

The Engineer agrees to comply with the requirements set forth in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Subcontracting Plan Requirements with an assigned goal or a zero goal, as determined by the Authority. The Engineer will adhere to the commitment and to participation by certain Disadvantaged Business Enterprises (DBE) agreed to by the Authority during negotiations. Refer to Attachment H-7 for copies of DBE Certifications.

SECTION 22. MAINTENANCE, RETENTION AND AUDIT OF RECORDS

A. Retention Period. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and services provided (hereinafter called the Records). The Engineer shall make the records available at its office during the Agreement period and for five (5) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. The Authority or any of its duly authorized representatives and, if appropriate, the Texas Department of Transportation, the Federal Highway Administration, the United States, Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Engineer's Records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

SECTION 23. CIVIL RIGHTS COMPLIANCE

(1) Compliance with Regulations: The Engineer shall comply with the regulations of the Department of Transportation, Title 49, Code of Federal Regulations, Parts 21, 24, 26 and 60 as they relate to nondiscrimination; 23 CFR 710.405(B); also Executive Order 11246 titled Equal Employment Opportunity as amended by Executive Order 11375.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible."

(2) Nondiscrimination: The Engineer, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a

subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

(4) Information and Reports: The Engineer shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Engineer's noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such Agreement sanctions as the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Engineer under this Agreement until the Engineer complies and/or
(b) cancellation, termination, or suspension of this Agreement, in whole or in part.

(6) Incorporation of Provisions: The Engineer shall include the provisions of paragraphs (1) through (5) above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Authority and; if appropriate, the Texas Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Authority; or, if appropriate, the Texas Department of Transportation to enter into such litigation to protect the interests of the Authority; and, in addition, the Engineer, if appropriate, may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 24. PATENT RIGHTS
The Authority; and if appropriate, the Texas Department of Transportation; and the U. S. Department of Transportation shall have the royalty free, non-exclusive, and irrevocable right to use and to authorize others to use any patents developed by the Engineer under this Agreement.

SECTION 25. COMPUTER GRAPHICS FILES
The Engineer agrees to comply with Attachment G, Computer Graphics Files for Document and Information Exchange, if determined by the Authority to be applicable to this Agreement.

SECTION 26. CHILD SUPPORT CERTIFICATION
Under Section 231.006, Texas Family Code, the Engineer certifies that the individual or business entity named in this Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Engineer is liable to the Authority for attorney's fees, the cost necessary to complete this Agreement, including the cost of advertising and awarding a second

Agreement, and any other damages provided by law or this Agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

SECTION 27. DISPUTES

A. Disputes Not Related to Agreement Services. The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the services authorized herein.

B. Disputes Concerning Work or Cost. Any dispute concerning the work hereunder or additional costs, or any non-procurement issues shall be settled by mediation and if mediation is unsuccessful then parties go to trial under Texas State law.

SECTION 28. SUCCESSORS AND ASSIGNS

The Engineer and the Authority do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. The Engineer shall not assign, subcontract or transfer its interest in this Agreement without the prior written consent of the Authority.

SECTION 29. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 30. PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto for the services authorized herein and supersedes any prior understandings or written or oral Agreements between the parties respecting the subject matter defined herein.

SECTION 31. CONFLICT OF INTEREST

A. Representation by Engineer. The undersigned represents that its firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the Authority or which in any way conflicts with the interests of the Authority. The firm shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Authority's interests.

B. Certification Status. The Engineer certifies that it is not:

1. a person required to register as a lobbyist under Chapter 305, Government Code; or
2. a public relations firm other than the firms identified in the presentation to the RMA Board.

C. Environmental Disclosure. If the Engineer will prepare an environmental impact statement or an environmental assessment under this Agreement, the Engineer certifies by executing this Agreement that it has no financial or other interest in the outcome of the project on which the environmental impact statement or

environmental assessment is prepared.

SECTION 32. OFFICE OF MANAGEMENT AND BUDGET (OMB) AUDIT REQUIREMENTS

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

SECTION 33. CERTIFICATIONS

A. The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive Federal funds and, when requested by the Authority, to furnish a copy of the certification.

B. In accordance with Department of Transportation, Title 49, Code of Federal Regulations, Part 29 and by signature on this Agreement and the Debarment Certification attached hereto as Attachment K, the Engineer certifies its compliance and the compliance of any subconsultants or subcontractors present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving federal, state or Authority funds:

(1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
(2) does not have a proposed debarment pending;
(3) has not been suspended debarred, voluntarily excluded, or determined ineligible by an federal agency within the past three (3) years; and
(4) has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years as specified by Title 49, Code of Federal Regulations, paragraph 29.305(a).

C. The Engineer agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code as codified in Title 48, Federal Acquisition Regulations, Subpart 3.8 and subpart 52.203.11, prohibiting federal funds from being expended by a recipient or lower-tier subrecipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract or cooperative agreement. If federal funds are applied to the services under this Agreement, the Engineer and any subconsultants or subcontractors would be required to complete the Certification of Federal Contracts and, if necessary, the Disclosure of Lobbying Activities.

D. If the Project is a federal aid project, Engineer is required to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), which prohibit the use under non-exempt federal contract, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the USEPA Assistant Administrator of Enforcement.

E. If the value of this Agreement is anticipated to be at least $100,000 and Engineer (i) has at least ten (10) full time employees; and (ii) is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, then Engineer hereby verifies that Engineer:

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association (as defined in Section 2274.001(3), Texas Government Code);
(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association (as defined in Section 2274.001(3), Texas Government Code);
(3) does not boycott energy companies (as defined in Section 809.001, Texas Government Code);
(4) will not boycott energy companies (as defined in Section 809.001, Texas Government Code) during the term of this Agreement;
(5) does not boycott Israel (as defined in Section 808.001, Texas Government Code); and
(6) will not boycott Israel (as defined in Section 808.001, Texas Government Code) during the term of this Agreement

F. Engineer is not engaged in business with Iran, Sudan, or a foreign terrorist organization and Engineer is not on a list prepared and maintained under Sections 806.051, 807.051, or 222.153, Texas Government Code.

ATTACHMENT B
SERVICES TO BE PROVIDE BY THE AUTHORITY

The **AUTHORITY** will provide the following general items.

1. Authorization to begin work with issuance of Notice to Proceed [NTP].
2. Timely payment for work performed by the **Engineer** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project:
   A. Electronic copy of project plans.
   B. Electronic copy of contract Proposal and any Addendums per project.
   C. Limited Access to Appia and ProjectWise.
   D. Storm Water Pollution Prevention Plan (SW3P) information.
   F. SW3P Coordination procedures.
   G. Best Practices coordination procedures (Disadvantaged Business Enterprise, (Materials, General Bookkeeping).
5. Review and approve the **Engineer**'s progress schedule with milestone activities and/or deliverables.
6. The **AUTHORITY** will provide the Environmental Document and electronic Constraints map for the project for development of the Environmental Permits, Issues and Commitments (EPIC) sheets and any other compliance issues.

RIGHT-OF-WAY DATA:

The **AUTHORITY** will provide the following:

1. Assist the **Engineer**, as necessary, with coordination of any utility relocations that may be required.
2. Ownership Data
   a. Ownership Information shall be provided for the corridor width.
   b. All utility ownership shall be provided.
3. Utility Adjustments:
   AUTHORITY (TxDOT as necessary) will provide executed utility agreements to the Engineer for all required utility adjustments.
5. Survey and Stake Right-of-Way
6. Right of Entry to all affected properties located within the project limits.
7. Deliverables: Right of way Map in electronic format (PDF)

MANAGEMENT:

The **AUTHORITY** will provide the following:

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

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

APPLICABILITY:

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

ABBREVIATIONS, ABBREVIATIONS, and DEFINITIONS:

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

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
PROJECT DESCRIPTION

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

County/HCRMA: Hidalgo County

CSJ number: 0921-02-368

Project/Description: Provide construction materials testing to assure the materials incorporated into 5.85 miles of Segment 1 [From McColl Road to US281] on Phase II of 365 Toll highway construction project are subject to verification sampling and testing when required and meet project plans and specifications; and administering Quality Monitoring and Quality Assurance Program. Overall project consists of construction of a 12.4 mile tolled facility from FM 396 & GSA Connector to US 281 (Military Highway), which consists of: of grading, flexible base, lime treated subgrade, asphaltic concrete pavement, concrete pavement, signing and pavement markings, cross culverts, bridge structures, retaining walls, illumination and toll equipment.

.

Length: 5.85 Miles (Approx)

Highway: 365 TOLL (Segment 1)

Limits: From McColl Road to us281] (See Location Map Attached)

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

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

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

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

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

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

The selected Engineer(s) shall have adequate experienced staff and a workload free from constraints to provide the necessary construction material testing for the HCRMA. Staff expertise is to include a Licensed Professional Engineer and certified, experienced staff proficient with TxDOT testing procedures, sampling and testing schedule, and the latest ASSHTO, ASTM and ACI testing requirements [Appendix A] performed and executed as per 2019 TxDOT Quality Assurance Program (~~DB-QAP~~ / DBB-QAP) / 2019 Guide Schedule of Sampling & Testing for Design Bid-Build Projects.

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

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

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

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

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

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

5. The Engineer shall provide technicians certified in accordance with TxDOT Quality Assurance Program for Construction (QAP) or other State approved programs, such as the Texas Asphalt Pavement Association (TxAPA) for Hot Mix Asphalt, and the Soils and Base Certification Program, as listed.

6. The Engineer shall provide certified technicians to perform the following tests:
   - A. Hot Mix Asphalt Testing:
     - a. Level l-A
     - b. Level l-B
     - c. Hot Mix Asphalt Testing • Level II
     - d. All other tests in the Manual of Testing Procedures 200-F Series or ASTM Procedures not covered in Level l-A, Level l-B, or Level II
   - B. Concrete Testing:
     - a. QAP Program for Concrete Testing
     - b. Other tests outlined in the Manual of Testing Procedures 400-A Series or ASTM Procedures that are not included in the QAP Program

7. The Engineer shall perform testing on the project. These tests include all tests listed in State's Guide Schedule of Sampling and Testing dated 2015. Follow the State's Guide Schedule of Sampling and Testing to establish testing frequencies. Testing frequencies may be increased as directed by the HCRMA.
8. The Engineer shall notify the HCRMA, to determine if any tests may be waived
9. The Engineer shall attend preconstruction QA and QC testing meetings prior to beginning work.
10. The Engineer shall:
    - A. Review and recommend approval or rejection of the Quality Control (QC) sampling and testing documentation submitted by the General Contractor for compliance with applicable State and Federal regulations, standards, and contract requirements.
    - B. Verify all tested materials used meet specifications, or identify materials that do not meet specifications and recommend action which should be taken.
    - C. Certify that all tested materials used during construction meet the specifications as outlined in the APPIA Support System.
    - D. Work closely with the HCRMA to resolve all material discrepancies before the next monthly estimate is processed by utilizing the Reporting in APPIA.
    - E. Enter all test data in APPIA.
    - F. Enter all mix designs, concrete and asphalt, provided by the General Contractor into APPIA.
    - G. The Engineer shall report failing tests to the HCRMA within twenty-four (24) hours.

SUMMARY OF DELIVERABLES:

The Engineer shall provide the following:

1. Monthly Progress Reports
2. Quarterly Material Test Reports
3. Sampling and testing personnel qualification
4. Final document file (maintained in project control system during project execution. Final structure of file will be determined during project implementation, an example of content is provided below)
   - A. Construction Oversight Documentation
     - a. Testing reports and Testing documentation as applicable
     - b. Test Exception Letter
     - c. Certification Verifications
     - d. Photographs
   - B. Project Correspondence File (Design and Construction)
     - a. E-mail files
     - b. Letters
     - c. Memos
     - d. Meeting Minutes
     - e. Monthly Deficiency Reports to track material issues (one (1) per month)

f. Misc. correspondence

ATTACHMENT D

WORK AUTHORIZATION

ATTACHMENT D-1

WORK AUTHORIZATION NO. ____
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 $_____ and the method of payment is_____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_____, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

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

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

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Jacinto Garza, P.E.	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
President / CEO	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

Exhibit A	Services to be provided by the Authority
Exhibit B	Services to be provided by the 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	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Jascinto Garza, P.E.	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
President / CEO	Executive Director
(Title)	(Title)
_____	_____
(Date)	**(Date)**

ATTACHMENT E

FEE SCHEDULE

TEST NO.	CMT Firm:L&G ENGINEERING Date: 09/13/2021			2020-23				
	Geotechnical Services		**Unit**	**20210830 FINAL RATES**				**COMMENTS**
1	Mobilization/Demobilization		each	$ 400.00				$6/mile for anything < 67 miles per trip or $400 > 67 miles
	Drilling, Logging, &Recovering Samples (**With** TCP)		per mile	$6				
2A	1. Depth :: 50 feet		Tex-132-E (every 5 feet)	$ 38.00				
2B	2. Depth :?: 50 feet		near foot	$ 40.00				
	Drilling, Logging, &Recovering Samples (**Without** TCP)							
3A	1. Depth :: 50 feet		near foot	$ 30.61				
3B	2. Depth :?: 50 feet		near foot	$ 32.57				
4	Rock Coring (Soft Rock) [2]		near foot	$ 33.00				
5	Rock Coring (Hard Rock) [2]		near foot	$ 36.00				
6	Staking Borings and Utility Locations		hour	$ 121.67				
	Standby Time (sampling)		hour	$ 297.74				
7A	1. Hot Mix Asphalt (minumum of one hour)		each	$ 117.05				
7B	2. Concrete (minumum of one hour)		each	$ 173.34				
8	Piezometer - 2 inch (including well completion and installation)		near foot	$ 48.36				
9	Grouting of Borings		near foot	$ 6.86				
10	Traffic Control - Major		day	$ 3,000.00				
	Laboratory Test	**Test Method**	**Unit**					
11	Volumetric Shrinkage	ASTM D427	each	$ 105.24				
12	Standard Proctor Test	ASTM D698	each	$ 255.00				
13	Modified Proctor Test	ASTM D1557	each	$ 340.00				
14	Standard Penetration Test (SPT)	ASTM D1586	LF	$ 33.00				
15	California Bearing Ratio (Single Sample with Moisture 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 Test 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 Silts 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~~				No need for this rate.
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				
	Laboratory Test	**Test Method**						
	Soils & Base Testing							
40	Sampling	Tex-400-A	hour	$ 66.15				
41	Sample Preparation	Tex-101-E	each	$ 68.00				
42	Determining Slaking 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	each	$ 89.00				
48	Sieve Analysis (Hydrometer with Tex-108-E)	Tex-110-E, Part	each	$ 117.00				
49	Hydrometer with Tex-108-E (concurrent with Tex-110-E, Part)	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 m	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 (G)	Tex-117-E, Part	each	$ 1,650.00				
58	Texas Triaxial Compression (G)	Tex-117-E, Part	each	$ 1,510.00				
59	Quality Assurance (QA) Series for Flexible Base (7) (8)	See Foot Notes	each	$ 2,246.91				
60	Soil- Cement Testing (7)	Tex-120-E, Part	each	$ 439.45				
61	Soil- Lime Testing (7)	Tex-121-E, Part	each	$ 430.11				
61.1	Soil-Lime Test ing Determining Stabilization Ability of Lime by Soil pH	Tex-121-E, Part	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 Recaction (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 (7)	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	Texas Cone Penetration	Tex-132-E	each	$ 46.34				
70	Freezing and Thawing Tests oc 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-148-E	each	$ 231.70				
76	Determining Chloride and Sulfate Contents in Soils	Tex-620-J	each	$ 88.16				
77	Free Swell Test	EM1110-2-1906	each	$ 195.00				
78	Pressure Swell Test	EM1110-2-1906	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~~	~~$ ———~~				Repeated on Line 11
84	Unconfined Compress on Test (Soil)	ASTM D2166	each	$ 80.65				
85	Unconfined Compress on Test (Rock)	ASTM D2938	each	$ 98.00				
86	Unconfined Compress on Test (Rock) (Method D)	ASTM D7012	each	$ 75.00				
	Unconsolidated Undrained (UU) Triaxial Compression Test							
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	Res ent Modu us (f ne-gra ned so s)	AASHT T307	each	$ 1,200.00					
	Hot Mix Asphalt Testing								
97	S eve Ana ys s of F ne and Coarse Aggregates	Tex-200-F	each	$ 95.00					
98	Bu k Spec f c Grav ty and Water Absorpt on of Aggregates	Tex-201-F	each	$ 95.00					
99	Apparent Spec f c Grav ty of Mater a F ner Than 180 µm (No. 80) S eve	Tex-202-F	each	$ 65.00					
100	Sand Equivalent Test	Tex-203-F	each	$ 95.50					
101	Labortory Method of M x ng B tum nous M xtures	Tex-205-F	Set of 3	$ 187.00					
102	Compacting Specimens Using the Texas Gyratory Compactor (TG	Tex-206-F	Set of 3	$ 113.04					
103	Determ n ng Bu k Spec f c Grav ty of Compacted B tum nuous M xtures	Tex-207-F ( )	each	$ 50.00					
104	Determ n ng n-P ace Dens ty of Compacted B tum nuous M xtures (Nuc ear Method)	Tex-207-F ( )	each	$ 45.00					
105	Aspha t Ro ng Pattern (Nuc ear Method)	Tex-207-F (V)	each	$ 88.69					
106	Segregat on Prof e	Tex-207-F (V)	each	$ 250.00					
107	Jo nt Dens ty	Tex-207-F (V)	each	$ 250.00					
108	Test of Stab ometer Va ue of B tum nous M xtures	Tex-208-F	set of 3	$ 175.00					
109	Determ n ng Aspha t Content of B tum nous M xtures by Extract on	Tex-210-F	each	$ 200.00					
110	Recovery of Aspha t from B tum nou M xtures by the Abson Pro	Tex-211-F	each	$ 300.00					
111	Determ n ng Mo sture Content of B tum nous M xtures	Tex-212-F	each	$ 55.79					
112	Determ n ng Hydrocarbon-Vo at e Content of B tum nous M xture	Tex-213-F	each	$ 131.76					
113	Determ n ng De eter ous Mater a and Decantat on Test for Coarse Aggregates	Tex-217-F	each	$ 110.00					
114	nd rect Tens e Strength Test	Tex-226-F	each	$ 520.24					
115	Theoret ca Max mum Spec f c Grav ty of B tum nous M xtures	Tex-227-F	each	$ 105.31					
116	Determ n ng Aspha t Content of B tum nous M xtures by the Nuc ear	Tex-228-F	each	$ 147.05					
117	Combined HMAC Cold-Belt Sampling and Testing Procedure	Tex-229-F	each	$ 83.50					
118	Determining Draindown Characteristics in Bituminous Mixtures	Tex-235-F	each	$ 75.00					
119	Determ n ng Aspha t Content from Aspha t Pav ng M xtures by the gn t on Method	Tex-236-F	each	$ 168.25					
120	Asphalt Release Agents	Tex-239-F	each	$ 90.00					
121	Superpave Gyratory Compact ng of Test Spec mens of B tum nous	Tex-241-F	each	$ 158.11					
122	Hamburg Wheel Tracker	Tex-242-F	each	$ 600.00					
123	Tack Coat Adhesion	Tex-243-F	each	$ 185.00					
124	Threma Prof e	Tex-244-F	each	$ 164.50					
125	Cantabro Loss	Tex-245-F	each	$ 219.67					
126	Permeab ty or Water F ow of Hot M x Aspha t	Tex-246-F	each	$ 83.50					
127	Overlay Test	Tex-248-F	set of 3	$ 762.22					
128	Flat and Elongated Particles	Tex-280-F	each	$ 77.36					
129	Samp ng B tum nous Mater a s, Pre-Mo ded Jo nt F ers, and Jo nt	Tex-500-C	each	$ 87.00					
130	Asphalt Binder Water in Petroleum	Tex-501-C AASHT T55	each	$ 125.25					No original cost presented for consideration
131	Penetrat on of B tum nous Mater a s	Tex-502-C AASHT T49	each	$ 148.83					No original cost presented for consideration
132	Duct ty of Aspha t Mater a s	Tex-503-C AASHT T51	each	$ 141.50					No original cost presented for consideration
133	Flash and Fire Points by Cleveland Open Cup	Tex-504-C AASHT T48	each	$ 70.56					No original cost presented for consideration
134	Soften ng Po nt of B tumen (R ng and Ba Apparatus	Tex-505-C AASHT T53	each	$ 120.27					No original cost presented for consideration
135	So ub ty of B tum nous Mater a s	Tex-507-C AASHT T44	each	$ 147.75					No original cost presented for consideration
136	Spec f c Grav ty	Tex-508-C AASHT T228	each	$ 96.00					No original cost presented for consideration
137	Spot Test of Aspha t c Mater a s	Tex-509-C AASHT T102	each	$ 203.50					No original cost presented for consideration
138	Effect of Heat and A r on Aspha t Mater a s (Th n-F m ven Test)	Tex-510-C AASHT t179	each	$ 169.30					No original cost presented for consideration
139	F ash Po nt w th Tag pen-Cup Apparatus for Use w th Mater a H	Tex-512-C AASHT T79	each	$ 113.88					No original cost presented for consideration
140	Saybolt Viscosity	Tex-513-C AASHT T72	each	$ 89.02					No original cost presented for consideration
141	Cutback Aspha ts - Spec f c Grav ty, AP Grav ty, or Dens ty of Cutback Aspha ts by Hdyrometer Method; Emu s f ed Aspha ts - We ght per Ga on of Emu s f ed Aspha t	Tex-514-C ASTM D3142 ASTM D244	each	$ 423.00					No original cost presented for consideration
142	D st at on of Cutback Aspha t Products	Tex-515-C AASHT T78	each	$ 205.67					No original cost presented for consideration
143	F oat Test for B tum nous Mater a s	Tex-519-C AASHT T50	each	$ 87.83					No original cost presented for consideration
144	Standard Test Method for Emu s f ed Aspha ts	Tex-521-C AASHT T59	each	$ 241.88					No original cost presented for consideration
145	V scos ty of Aspha ts by Vacuum Cap ary V scometer	Tex-528-C AASHT T202	each	$ 47.50					No original cost presented for consideration
146	K nemat c V scos ty of Aspha ts (B tumens)	Tex-529-C AASHT T201	each	$ 89.02					No original cost presented for consideration
147	Bo Test (Effect of Water on Pav ng M x)	Tex-530/531-C	each	$ 153.50					
148	Field Coring - ACP Thickness	ASTM D3549	each	$ 124.25					
149	Pavement Thickness Determin. (Full Depth)	ASTM D3549	each	$ 153.00					
150	Determ n ng Po ymer Add t ve Percentages n Po ymer Mod f ed	Tex-533-C	each	$ 82.50					No original cost presented for consideration
151	Ca cu at ng V scos ty from Penetrat on	Tex-535-C	each	$ 87.06					No original cost presented for consideration
152	E ast c Recovery of Tens e Deformat on Us ng a Duct ometer	Tex-539-C	each	$ 79.13					No original cost presented for consideration
153	Measurement of Po ymer Separat on on Heat ng n Mod f ed Aspha at	Tex-540-C	each	$ 129.50					No original cost presented for consideration
154	Ro ng Th n F m ven Test for Aspha t B nders	Tex-541-C ASSHT T240	each	$ 189.00					No original cost presented for consideration
155	F exura Creep St ffness Us ng the Bend ng Beam Rheometer	AASHTO T313	each	$ 275.00					No original cost presented for consideration
156	Determ n ng Rheo og ca Propert es of Aspha t B nder Us ng a Dy	AASHT T315	each	$ 244.13					No original cost presented for consideration
157	Determ n ng Break ng ndex for Aspha t Emu s ons	Tex-542-C	each	$ 251.89					No original cost presented for consideration
158	Res ence Test for Sea ants and Repa r Mater a s	Tex-547-C	each	$ 305.36					No original cost presented for consideration
159	Tensile Strain to Failure	Tex-548-C	each	$ 84.00					No original cost presented for consideration
160	Cone Flow Test	Tex-549-C	each	$ 87.50					No original cost presented for consideration
161	F ex b ty Test for Sea ants and Repa r Mater a s	Tex-550-C	each	$ 302.50					No original cost presented for consideration
162	Sett ement of Sea ants and Repa r Mater a s	Tex-551-C	each	$ 118.50					No original cost presented for consideration
	Concrete & Aggregate Testing								
163	S eve Ana ys s for Conc. Agg	Tex-401-A	each	$ 95.00					
164	F neness Modu us for Conc. Agg	Tex-402-A	each	$ 58.78					
165	SSD Spec f c Grav ty / Absorpt on Conc. Agg	Tex-403-A	each	$ 88.00					
166	Un t We ght of Conc. Agg	Tex-404-A	each	$ 60.00					
167	Determining Pecent Voids and Solids in Concrete	Tex-405-A	each	$ 75.94					
168	Decantat on for Conc. Agg	Tex-406-A	each	$ 65.00					
169	rgan c mpur t es for Conc. Agg	Tex-408-A	each	$ 65.00					
170	Free Mo sture and Water Absorpt on n Aggregate for Concrete	Tex-409-A	each	$ 66.00					
171	L.A. Abrasion	Tex-410-A	each	$ 520.00					
172	5 Cyc e Magnes um Soundness	Tex-411-A	each	$ 520.48					
173	De eter ous Mater a for Conc. Agg	Tex-413-A	each	$ 77.25					
174	A r Content of Fresh Concrete by Vo umeter c	Tex-414-A	each	$ 33.10					
175	S ump of Fresh Concrete	Tex-415-A	each	$ 29.90					
176	A r Content of Fresh Concrete by Pressure	Tex-416-A	each	$ 34.91					
177	Un t We ght, Y e d and A r Content (Grav metr c) of Concrete	Tex-417-A	each	$ 60.13					
178	Comp. Strength of Cy . Conc. Spec men	Tex-418-A	each	$ 23.00					
179	Measure Temp. of Fresh Conc.	Tex-422-A	each	$ 23.59					
180	Obtaining & Testing Drilled Conc. Cores	Tex-424-A	each	$ 333.73					
181	Absorpt on and Dry Bu k Spec f c Grav ty of L ghtwe ght Coarse	Tex-433-A	each	$ 105.40					No original cost presented for consideration
182	Test F ow of Grout M xtures (F ow Cone Method)	Tex-437-A	each	$ 125.00					No original cost presented for consideration
183	Acce erated Po sh Test for Coarse Aggregate	Tex-438-A	each	$ 891.21					No original cost presented for consideration
184	Det. Comp. Strength of Grouts	Tex-442-A	each	$ 31.00					
185	Making & Curing Conc. Test Specimen	Tex-447-A	each	$ 19.91					
186	F exura Strength of Concrete Us ng S mp e Beam Th rd-Po nt Load	Tex-448-A	each	$ 49.23					No original cost presented for consideration
187	Capping Cyl. Conc. Specimen	Tex-450-A	each	$ 22.25					
188	Degradat on of Coarse Aggregate by M cro-Deve Abras on	Tex-461-A	each	$ 288.80					
189	Un form ty of Concrete	Tex-472-A	each	$ 189.63					
	Additional Testing	**Test Method**	**Unit**						
190	Geogrid Testing	Tex-621-J	each	$ 800.20					
191	Water Quality Testing	Tex-619-J	each	$ 179.25					
192	Lime Testing	Tex-600-J	each	$ 411.24					
193	perat ng nert a Prof ers and Eva uat ng Pavement Prof es	Tex-1001-S	each	$ 1,800.00					No original cost presented for consideration
194	Vane Shear Testing	ASTM D2573	each	$ 338.00					
	Miscellaneous Testing	**Test Method**	**Unit**						
195	Structural Field Welding	**NA**	hour	$ 150.00					No original cost presented for consideration
	E u pmemt & Supp es for MT & UT		day	$ 150.00					No original cost presented for consideration
	Other Direct Expenses		**Unit**						
	Photocopies B/W (8 1/2" X 11")		each	$ 0.15					
	Photocopies B/W (11" X 17")		each	$ 0.23					
	Photocopies Color (8 1/2" X 11")		each	$ 0.82					
	Photocopies Color (11" X 17")		each	$ 1.41					
	Digital Ortho Plotting		sheet	$ 2.43					
	CADD Plotting		near foot	$ 1.00					
	Plots (B/W on Bond)		near foot	$ 0.91					
	Plots (Color on Bond)		near foot	$ 1.75					
	Plots (Color on Photgraphic Paper)		near foot	$ 2.72					
	Reproduct on 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	**$ 186.90**
Senior Geotechnical Engineer	$ 65.00	$ 210.50	**$ 166.32**
Geotechnical Engineer	$ 62.00	$ 192.20	**$ 136.40**
Project Engineer	$ 56.00	$ 173.60	**$ 133.98**
Engineering Lab Manager	$ 40.00	$ 124.00	**$ 94.71**
Utility Coordinator	$ 38.00	$ 117.80	**$ 110.98**
Senior Project Inspector	$ 38.00	$ 117.80	**$ 99.75**
Project Inspector	$ 30.00	$ 93.00	**$ 73.92**
EIT	$ 40.00	$ 124.00	**$ 88.00**
Engineer Tech / GIS	$ 27.00	$ 83.70	**$ 76.60**
Logger	$ 22.00	$ 68.20	**$ 62.00**
Field Technician (Soils, Aggr, Asph, Conc)	$ 22.00	$ 68.20	**$ 68.20**
CADD Operator	$ 22.00	$ 68.20	**$ 77.50**
Admin/Clerical	$ 22.00	$ 68.20	**$ 61.95**

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 laboratorytesting 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 proposer compaction as required by project plans and specifications.

								378kC/3.5MF CY
		TxDOT Test	TxDOT Guide Specs	AdditionalAssumptions	Unit	Qty.	Contract Rate	Total
Liquid Limit		Tex-104-E	PI>15 ~ Every 5,000 CY	included with PI	Each			$0.00
PlasticityIndex		Tex-106-E	PI>15 ~ Every 5,000 CY		Each	780	$95.00	$74,100.00
Gradation (Part I)		Tex-110-E PI	Every 10,000 CY		Each	390	$89.00	$34,710.00
Gradation (Part II)		Tex-110-E PII	Every 10,000 CY		Each	390	$117.00	$45,630.00
Moisture/Density		Tex-114-E	One per Each Material	Assume40 (per 100k CY)	Each	40	$255.00	$10,200.00
In-Place Density		Tex-115-E	Every 5,000 CY or 6,000	Add 20% inc for lifts	Each	850	$68.00	$57,800.00
Tech Time (Reports)				LL/PI, Grad, MD, FD	Hour	820	$68.20	$55,924.00
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 & ApproachSlab ~ (Class S)

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

								14k CY
		TxDOT Test	TxDOT Guide Specs	AdditionalAssumptions	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 Matl.		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
Fineness Mod.		Tex-402-A	Each 1,000 CY(ea source)		Each	14	$58.78	$822.92
Deleterious 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-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 Tine (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	1872	$68.20	$127,670.40
# 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 laboratorytesting of hardened concrete to determine compliance with project plans and specifications.
- Concrete batching as well a the asphalt testing at the plants to insure deliveryof acceptable material to the job site (as required).

								9k CY
		TxDOT Test	TxDOT Guide Specs	AdditionalAssumptions	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 Matl.		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 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-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	$5,027.04
Temperature		Tex-422-A	One per 2 Sets		Each	144	$23.59	$3,396.96
Tech Tine (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 laboratorytesting of hardened concrete to determine compliance with project plans and specifications.
- Concrete batching as well a the asphalt testing at the plants to insure deliveryof acceptable material to the job site (as required).

								9k CY
		TxDOT Test	TxDOT Guide Specs	AdditionalAssumptions	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 Matl.		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	$1,235.00
Fineness Mod.		Tex-402-A	Each 1,000 CY(ea source)		Each	13	$58.78	$764.14
Deleterious 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-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 Tine (Reports)				CA,FA,MF,Conc.	Hour	336	$68.20	$22,915.20
Tech Time (Aggr)					Hour	104	$68.20	$7,092.80
Tech Time (Conc)					Hour	1640	$68.20	$111,848.00
# 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 laboratorytesting of hardened concrete to determine compliance with project plans and specifications.
- Concrete batching as well a the asphalt testing at the plants to insure deliveryof acceptable material to the job site (as required).

								9k CY
		TxDOT Test	TxDOT Guide Specs	AdditionalAssumptions	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 Matl.		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
Deleterious 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-418-A	Each 60 CY(2 Sets = 4 Cyl.)		Each	4	$23.00	$92.00
Slump		Tex-415-A	One per 2 Sets		Each	1	$29.90	$29.90
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 a the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

								4k CY
		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Concrete								
*Strength		Tex-418-A	Each 180 CY(1 Set = 2 Cyl.)	Adjust Per Str & Placement	Each	44	$23.00	$1,012.00
Slump		Tex-415-A	Not Required	Not Required	Each	0	$29.90	$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)	Miles	1100	$6.00	$6,600.00
**Admin/Clerical					Hour	18	$61.95	$1,115.10
							Item Subtotal	$18,497.32

Batching for Hydrulic 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 preperation, holding and curing of strength specimen costs

~ 1 Set is defined as 2 Cylinders (7-day or 28-day)
~ All Structural Concrete requires a minimum2 Sets per Test Location (4 Cyl.)
** Project Administrative Fee is assessed on a per invoice basis and involves engineering review, evaluation, management and administration

Summary

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

ATTACHMENT E-1
Final Cost Proposal Form

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

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

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

EXHIBIT F

WORK SCHEDULE

HCRMA Construction & Materials Testing Services
TOLL365 (SH 365)

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

ATTACHMENT H

DBE PARTICIPATION

ATTACHMENT H-MOU

MEMORANDUM OF UNDERSTANDING REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORATION'S FEDERALY-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

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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.

(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

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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.

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ATTACHMENT H-MOU

**MEMORANDUM OF UNDERSTANDING
REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORATION'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

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

Date: 3/13/08

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Dennis Burleson
Chairman

Date: 2/13/2008

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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 <u>delete the rest</u> 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.

State Funded Contracts

Attachment H-SG, Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts, State of Texas HUB Subcontracting Plan Required

- This provision is applicable to state funded contracts with a HUB goal assigned.
- 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.
- 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.
- 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.
- Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

Attachment H-SN, Historically Underutilized Business (HUB) Participation for State Funded Professional or Technical Services Contracts, No State of Texas HUB Subcontracting Plan Required

- 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.
- 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.
- Attachment H-6 must be submitted monthly to the AUTHORITY Office even though there is no invoice being submitted or subcontracting to report.
- Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

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.

- Required for all State funded contracts.
- 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.
- A copy of Attachment H-6 must be submitted when supplying an invoice to the appropriate agency contact for payment.
- The "Object Code" section(s) on this form should remain blank.

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

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

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 .

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.

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

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.

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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.

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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.

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

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.

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.

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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 <u>are required</u> 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 1st 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 ***
Subprovider(s) Contract or % of Work* Totals					

*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)

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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: _____

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

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

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

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

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

Contract #: _____
Date of Execution: _____
Prime Provider: L&G Consulting Engineers, Inc.
Work Authorization No. :_____

Original Contract Amount: **$0**
Approved Supplemental Agreements: **$0**
Total Contract Amount: **$0**
Work Authorization Amount: **$0**

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining

Fill out Progress Assessment Report with each estimate/invoice submitted, *for all subcontracts*, and forward as follows:
1 Copy with Invoice - Hidalgo County Regional Mobility Authority Office
I hereby certify that the above is true and correct statement of the amounts paid to the firms listed above.

Print Name - Company Official /DBE Liaison Officer	Signature	Phone	Date
Email		Fax	

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:

Vendor ID #	**Subprovider**	**Total $ Amount Paid to Date**
TOTAL		

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.

Name	Address	Phone Number

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

HUB Subcontracting Plan (HSP)
Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Contract/Requisition Number: _____ **Date of Award:** _____ (mm/dd/yyyy) **Object Code:** _____ (Agency Use Only)

Contracting Agency/University Name: _____

Contractor (Company) Name: _____ **State of Texas VID #:** _____

Point of Contact: _____ **Phone #:** _____

Reporting (Month) Period: _____ **Total Amount Paid this Reporting Period to** $ _____ -

Report HUB and Non-HUB subcontractor information

Subcontractor's Name	Subcontractor's VID or HUB Certificate Number	*Texas Certified HUB? (Yes or No)	Total Contract $ Amount from HSP with Subcontractor	Total $ Amount Paid This Reporting Period to Subcontractor	Total Contract $ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
			$ -	$ -	$ -	
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		TOTALS:	$ -	$ -	$ -	

Signature: _____ **Title:** _____ **Date:** _____

***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). 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: _____

ATTACHMENT K
DEBARMENT CERTIFICATION



Quality Assurance Program for Design-Bid-Build Projects

May 2019

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SECTION 1 - INTRODUCTION

1.1 Overview

The Texas Department of Transportation (TxDOT) established the Quality Assurance Program (QAP) for Design-Bid-Build (D-B-B) Projects to ensure that materials and workmanship incorporated into highway construction projects are in reasonable conformity with the requirements of the approved plans and specifications, including any approved changes. This program conforms to the criteria in 23 CFR 637 B, where the Materials and Tests Division (MTD) central laboratory will be accredited under the AASHTO Accreditation Program (AAP) which oversees the statewide qualification program.

It consists of an "Acceptance Program" and "Independent Assurance (IA) Program" based on test results obtained by qualified persons and equipment.

The QAP allows for the use of validated Contractor-performed quality control (QC) test results as part of an acceptance decision. It also allows for the use of test results obtained by commercial laboratories in acceptance decisions. The acceptance of all materials and workmanship is the responsibility of the Engineer.

1.2 Support

For more information regarding the information and procedures in the program, contact the Materials and Tests Division (MTD) Administration at 512/506-5843.

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

SECTION 2 - ACCEPTANCE PROGRAM

2.1 Overview

The Quality Assurance Program (QAP) assures materials, incorporated into any highway construction project, are subject to verification sampling and testing, as well as quality control (QC) sampling and testing when required by the specifications.

The District Engineer will delegate an individual at the district level for the accountability of certification verification in SiteManager (SM) and at the laboratory for various project delivery options applicable to the DBB program.

The delegation of authority should encompass a mechanism that provides oversight authority and an audit function to ensure compliance. Additional information can be found in Section 6.7 – Dispute Resolution.

2.2 Sampling and Testing Frequency and Location

Verification sampling and testing will be performed at the location and frequency established in the Department's Guide Schedule of Sampling and Testing for Design-Bid-Build (DBB) Projects (DBB Guide Schedule) or specifications specific to each project.

2.3 Documentation

Testing will be documented within SiteManager on the department approved excel templates. When the tester does not enter test results directly into SM, the hardcopy will need to be scanned and attached to the SM sample documenting the tester's name.

2.4 Quality Control Sampling and Testing

Contractor-performed QC sampling and testing may be used as part of an acceptance decision when required or allowed by specification.

QC sampling and testing personnel, laboratories, and equipment will be qualified in accordance with Section 6 – Technician Qualification Program and Section 7 – Laboratory Qualification Program and will be evaluated under the Independent Assurance Program, as described in Section 3 of this document.

QC test results will be validated by verification test results obtained from independently taken samples. Qualified TxDOT personnel or their designated agents will perform verification sampling and testing.

2.5 Dispute Resolution

When QC test results are used in the acceptance decision, the MTD central laboratory or an accredited independent laboratory approved by MTD will perform the referee testing. The referee laboratory decision will be final.

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

SECTION 3 - INDEPENDENT ASSURANCE PROGRAM

3.1 Overview

The Independent Assurance (IA) program evaluates all sampling and testing procedures, personnel, and equipment used as part of an acceptance decision.

The IA program evaluates the qualified sampling and testing personnel and testing equipment and is established using the system approach. The system approach bases frequency of IA activities on time—regardless of the number of tests, quantities of materials, or numbers of projects tested by the individual being evaluated.

3.2 Required Frequencies and Activities

Table 1 gives the frequencies and activities required for evaluating sampling and testing personnel and equipment under the system approach to IA.

Table 1

Frequencies and Activities Required Under IA System Approach

Time	Activity
Before performing acceptance sampling and testing.	Qualification required under Section 6 and Section 7 of this QAP.
Within 12 months after Observation and Qualification, not to exceed 15 months.	Each qualified technician is required to participate in the first available proficiency or split sample for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 24 months after Observation and Qualification, not to exceed 27 months.	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 36 months of Qualification. (Only required for certifications issued by TxDOT or TXAPA with a 3-year cycle.)	Qualification is again required under Section 6 and Section 7 of this QAP.
Within 36 months after Observation and Qualification, not to exceed 39 months. (Only required for ACI, which has a 5-year certification cycle.)	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 48 months after Observation and Qualification, not to exceed 51 months. (Only required for ACI, which has a 5-year certification cycle.)	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.

Within 60 months of qualification (Only required for certifications issued by ACI with a 5-year cycle.)	Qualification is again required under Section 6 and Section 7 of this QAP.

Maintaining technician qualification under the IA system approach requires continuation of the above cycle of qualification and successful split or proficiency sample testing.

3.3 Testing Equipment

MTD will qualify district laboratory testing equipment used for acceptance sampling and testing, in accordance with Section 7 – Laboratory Qualification Program. Any non-TxDOT commercial laboratory used for acceptance sampling and testing must be accredited in accordance with Section 7.3 – Qualification.

MTD may designate the district laboratory to qualify commercial laboratory testing equipment, used for acceptance sampling and testing, in accordance with corresponding calibration test procedures. MTD or TxDOT district laboratory may hire a third-party entity to perform calibration or verification in accordance with corresponding calibration test procedures.

The qualifying authority will qualify testing equipment in accordance with the following guidelines.

A. Frequency for qualifying sampling and testing equipment must not exceed 1 year.
B. Calibration or verification is required whenever the laboratory or equipment is moved.

The qualifying authority will evaluate any equipment used to perform verification and QC sampling and testing in making an acceptance decision. This evaluation includes calibration checks and split or proficiency sample tests. The Department test procedures referenced in Section 7.4 – Calibration Standards and Frequencies for Laboratory Equipment give the requirements for, and frequency of, equipment calibrations.

3.4 Testing Personnel

MTD will qualify district and commercial laboratory personnel performing IA activities, in accordance with Section 6 – Technician Qualification Program.

MTD may designate a district laboratory to qualify other Department personnel and accredited commercial laboratory personnel performing IA activities. When a district qualifies commercial laboratory personnel, they must notify MTD in writing.

Individuals performing IA activities will be other than those performing verification or QC testing.

IA personnel will evaluate any individual performing verification or QC sampling and testing. This evaluation includes observations and split or proficiency sample testing.

3.5 Comparing Test Results

Comparison of the split sample test results can be used if equipment or procedures issues are suspected. Appendix B gives the acceptable tolerance limits for comparing test results from split and proficiency samples.

If the comparisons of the test results do not comply with the tolerances, an engineering review of the test procedures and equipment will be performed immediately to determine the source of the discrepancy.

3.6 Annual Report of IA Program Results

MTD will compose and submit an annual report to the Federal Highway Administration (FHWA) summarizing the results of TxDOT's systems approach IA program. See Appendix C for the annual report form.

This report identifies:

- number of sampling and testing personnel evaluated by the systems approach IA testing;
- number of IA evaluations found to meet tolerances in Appendix B;
- number of IA evaluations found to not meet tolerances in Appendix B; and
- summary of any significant system-wide corrective actions taken.

SECTION 4 - MATERIALS CERTIFICATION

4.1 Overview

The TxDOT District Area Engineer or Director of Construction will submit a materials certification letter, conforming in substance to the examples shown in Appendix D or E, as applicable.

For projects with federal oversight, submit the materials certification letter (Appendix D) to the FHWA division administrator, with a copy to MTD.

For non-federal oversight projects, submit the material certification letter (Appendix E) to the TxDOT District Engineer, with a copy to MTD.

Either letter must be submitted at final acceptance of the project.

SECTION 5 - CONFLICT OF INTEREST

5.1 Overview

To avoid an appearance of a conflict of interest, any qualified non-TxDOT laboratory will perform only one of the following functions on the same project:

- verification sampling and testing;
- QC sampling and testing;
- IA testing; or
- referee testing.

SECTION 6 - TECHNICIAN QUALIFICATION PROGRAM

6.1 Purpose

This program provides uniform statewide procedures for technician qualification to ensure that tests required by the specifications are performed according to the prescribed sampling and testing methods.

6.2 Technician Qualification

Sampling and testing personnel will be qualified to perform sampling and testing for the acceptance of materials in the areas of soils, bituminous, aggregate, and concrete materials.

The test methods for which individuals can be qualified are included in the following series of the TxDOT Test Procedures.

- 100-E Series (Soils)
- 200-F Series (Bituminous)
- 400-A Series (Aggregates and Concrete)
- 500-C Series (Asphalt – Tex-500-C and Tex-530-C)

6.3 Who Must Be Qualified?

Any individual who performs sampling and testing on the materials listed in Section 6.2 – Technician Qualification, for acceptance, must be qualified in each test procedure they perform.

NOTE—Reciprocity may be granted to individuals who have been successfully qualified under another state's program. These situations will be considered on a case-by-case basis and must meet the approval of the Materials and Tests (MTD) Division Director.

6.4 Who Can Qualify Sampling and Testing Personnel?

The following personnel may qualify an individual to perform the required sampling and testing of materials:

- MTD personnel;
- qualified district materials engineer or laboratory supervisor (except as noted below);
- qualified district laboratory personnel who have been authorized by the district materials engineer or laboratory supervisor to qualify others; and
- department-approved entities such as the Texas Asphalt Pavement Association (TXAPA) and the American Concrete Institute (ACI). Certifications received from these institutions may be used to satisfy the written exam and observation part of the Technician Qualification Program.

NOTE—Each district laboratory will maintain a minimum of one individual qualified by MTD or its designated agent, for each test procedure performed within the district. To perform testing and qualify district personnel for TxDOT concrete test methods, at least one individual from the district laboratory must have the corresponding ACI Field and Strength certifications issued by MTD.

6.5 Required Certifications for Commercial Laboratory and Contractor Personnel

Non-TxDOT laboratory personnel performing sampling and testing for TxDOT, or as required by specification, must obtain and keep current the following certifications pertinent to their scope of testing:

- ACI Concrete Field Testing Technician – Grade I,
- ACI Concrete Strength Testing Technician,
- TXAPA HMA Level 1A – Plant Production Specialist,
- TXAPA HMA Level 1B – Roadway Specialist,
- TXAPA HMA Level 2 – Mix Design Specialist,
- TXAPA SB 101 – Property Specialist,
- TXAPA SB 102 – Field Specialist,
- TXAPA SB 103 – Materials Analysis Specialist,
- TXAPA SB 201 – Strength Specialist,
- TXAPA SB 202 – Compressive Strength Specialist, and
- TXAPA AGG101 -– Aggregate Specialists.

For testing procedures not covered by the above certifications, the following personnel may qualify an individual to perform the required sampling and testing of materials:

- district laboratory personnel who have been authorized by MTD to perform technician qualifications, and
- MTD personnel.

6.6 Qualification Procedure

To qualify, an authorized evaluator must witness an individual successfully perform the specific test and the necessary calculations required to determine specification compliance. Successful performance is defined as demonstrating the ability to properly perform the key elements for each test method. If the individual fails to demonstrate the ability to perform a test, the individual will be allowed one retest per test method at the evaluator's

convenience. The maximum number of attempts cannot exceed three trials in a 90-day period of time.

In addition to successful performance of a test method, the individual must pass a written examination (minimum score of 80%) administered by an authorized evaluator. The maximum amount of time allocated per test will be one hour. If an individual cannot complete the written test in an hour, it will result in failure. An individual failing the written examination may request a retest. The retest must be scheduled and administered within 30 days of notification of failure; however, the maximum number of attempts cannot exceed three trials in a 90-day period of time.

Under unique circumstances, the qualification authority may grant a verbal examination upon request. The reasons for requesting a verbal examination must be presented and documented before the individual is allowed to take the examination. Should the technician fail the retest examination, the technician will not be allowed to test again unless a written notification is received from the technician's employer or supervisor stating that the technician has received additional training. MTD or its representative will determine the adequacy of the additional training. Failure to pass the third written examination will be considered as failing the entire qualification.

Successful qualification is defined as passing both the written and performance examinations.

In addition, the individual must participate in split or proficiency samples administered by the qualifying authority to validate the qualification as defined in Appendix B. MTD determines the qualifying authority for the split or proficiency sample.

Unless otherwise stated, qualification of an individual is valid for not more than 3 years, after which the individual must be re-qualified. Under the IA system approach, annual split or proficiency evaluations will be required as specified in Section 3.2 – Required Frequencies and Activities. Failure to satisfactorily complete annual split or proficiency testing will result in certification revocation.

6.7 Provisional Certifications

If the required certifications, listed in the Section 6.5 – Required Certifications for Commercial Laboratories and Contractor Personnel, cannot be readily obtained due to course availability, schedule conflicts, or other extenuating circumstances, provisional certifications administered by MTD or TxDOT's district laboratory will be allowed, per the following stipulations:

- provisional certifications must be approved by MTD or TxDOT district laboratory supervisor;
- provisional certifications will be valid for one month after the TXAPA and ACI examination dates; and
- the candidate must show evidence of having enrolled in the required ACI or TXAPA course.

6.8 Responsibility and Documentation

MTD and the district materials engineer, laboratory supervisor, or designee are responsible for maintaining documentation of all individuals qualified under their authority who perform required tests for acceptance of materials. The CE&I firm shall identify a coordinator with the responsibility to communicate with the Area Office who will then coordinate with the district level person to satisfy the requirements for qualified testers. SiteManager shall be used to send email notification on certification status to the owner (technician) as well as the district level responsible person. TxDOT's SiteManager will be the official system of record for qualified or certified TxDOT and commercial laboratory personnel.

Issuance of qualification certificates by the TxDOT qualifying authority is not required. A qualification summary listing all tests for which an individual is qualified is available in SiteManager and may be printed and signed at the district's discretion. Documentation is to be maintained through the Object Linking and Embedding (OLE) attachment window. This function allows all qualified personnel supporting documentation to be viewed in SM which includes:

- copies of certificates issued by ACI and TXAPA; or
- copies of certificates issued by MTD or TxDOT district laboratory, if issued;
- Quality Assurance Test (QAT) report with clear identification of technician's name, qualifier's name, score, and date taken; and
- original performance examinations for test procedures administered to each technician by the TxDOT qualifying authority, with clear identification of technician's name, qualifier's name, qualification status, and date.

Documentation retention will be for the life of the qualification, as detailed in the State of Texas Records Retention Schedule.

Results of annual proficiency testing administered by MTD or TXAPA will be stored in their respective central repositories through SharePoint. Annual split sample evaluations should be stored in SiteManager.

6.9 Disqualification

Accusations of misconduct by testing technicians are made to the responsible TxDOT district representative and reported to MTD. Table 2 defines the 3 levels of misconduct: neglect, abuse, and breach of trust.

Table 2
Levels of Misconduct

Term	Definition
Neglect	Unintentional deviations from testing procedures or specifications.
Abuse	Careless or deliberate deviation from testing procedures or specifications.
Breach of Trust	Violation of the trust placed in the certified technician including, but not limited to, acts such as: • falsification of records; • being aware of improprieties in sampling, testing, or production by others and not reporting them to appropriate supervisors involved in the project; • re-sampling or retesting without awareness and consent of appropriate supervisors involved in the project; and • manipulating compensation or production.

The certification steering committee will investigate accusations of misconduct with the assistance of the responsible district. Depending on the severity of the misconduct, MTD may impose penalties ranging from a written reprimand, a temporary suspension, or a permanent revocation of the certification, contingent upon the findings of the investigation. A technician with a revoked certification will be removed from the project and will not be allowed to be employed on any TxDOT project statewide.

SECTION 7 - LABORATORY QUALIFICATION PROGRAM

7.1 Purpose

This program provides uniform statewide procedures to ensure that laboratory facilities and equipment are qualified for the performance of required sampling and testing methods.

7.2 Laboratory Responsibility

The responsibilities are spread among varying roles and are defined below to achieve a level of quality and to maintain program compliance.

7.2.1 CE&I

The CE&I firm shall:

- determine all test methods and certification requirements for a project and submit to the area office coordinator within ten (10) days after the execution of the contract and before the kick off meeting;
- submit required technician certifications and commercial lab requests submittals to the AO; and
- provide a quality plan to the AO that will demonstrate how quality is to be achieved through acceptance testing, per project. Include how the firm will track and ensure that only certified technicians perform acceptance on equipment that is calibrated and in good working order.

7.2.2 District AO Personnel

The Area Engineer will delegate the District AO coordinator. The AO coordinator shall:

- provide the district lab personnel with monthly status of the CE&I projects;
- provide the district lab contacts for CE&I firms and their commercial labs;
- invite the district lab personnel to the kick off and associated preconstruction meetings;
- will forward all CE&I technician certifications and laboratory submittals or requests to the district lab;
- will review the CE&I project specific testing, certification, and equipment needs; and
- submit the CE&I's quality plan to the district lab.

7.2.3 District lab coordinator

The district lab coordinator shall:

- review and make recommendations to the AO coordinator for approval or rejection of the CE&I quality plan;
- coordinate the inspection of the commercial lab facility and equipment once the quality plan has been approved;
- communicate the status of the inspection with the CE&I firm;
- use SM to auto notify the owner (technician) and the district lab designee before certification expiration; and
- conduct an internal review for continual compliance for all levels of certifications annually.

7.3 Qualification

All laboratories performing sampling and testing for TxDOT require qualification. These include, but are not limited to the following:

- Materials and Tests Division (MTD) central laboratory;
- District laboratories;
- area or project laboratories (including field laboratories at hot mix and concrete plants);
- MTD field laboratories; and
- commercial laboratories.

7.3.1 District Lab Accreditation

MTD is responsible for accrediting the district and MTD field laboratories. Upon completion of the laboratory accreditation process, the district lab is assigned a rating. The rating system identified in Table 3 is based on the associated risks to the department.

Table 3
Rating Legend

Number	Rating Legend
1	Excellent review with minor or no deficiencies notated.
2	Several deficiencies or repetitive observation were notated.
3	A level of negligence was found programmatically violating compliance requirements.

Each laboratory inspection summarizes the accreditation visit where a finding is classified as either a deficiency or an observation, defined as follows:

Deficiency: A finding that indicates policy or practice contrary to the requirements of the applicable test methods or documented quality procedures.

Observation: Observations are intended as comments for improvements relating to specific technical information to offer recommendations for best practice. Specifically, observations are noted for any technically related deficiencies where judgment and experience indicate it is not likely to affect the laboratory's ability to produce valid and accurate test results.

Resolution of Findings

A corrective action report (CAR) and supporting documentation is collectively submitted to MTD to address the findings notated in the report. The CAR will document actions that have been taken to prevent reoccurrence and to show a formal resolution to the findings.

Deficiencies:
Deficiencies require a formal written response describing the corrective actions taken or planned and enough documentation, i.e., records, copies of new or revised procedures, equipment invoices, or photographs to substantiate actions taken. Corrective actions should be permanently implemented to prevent recurrence of the problem.

Observations:
No written response is required for findings identified as observations. The laboratory should; however, take necessary corrective action to address the observation to prevent possible recurrence. Repeat observations may result in deficiencies.

The resolution should be completed in 21 days from the issuance of the report. If the laboratory cannot satisfy the findings in the report, an extension may be requested for additional time to resolve any outstanding or pending findings. Additional time extensions may be granted on a case by case scenario but should not exceed 90 days. When the findings cannot be resolved within the 90-day period, the MTD Division Director (DD) will escalate the outstanding issues at his discretion to the DOC or DE as needed. See Section 7.5 – Non-Compliance.

7.3.2 Commercial Lab and CE&I Qualification Process

At the district level, the district laboratory will be the qualifying authority for area office and commercial laboratories, only in the areas for which the district laboratory is accredited. They are also responsible for participating and conducting a peer review that will include a minimum of two projects conducted by CE&I firms to ensure program compliance. The peer review shall be documented and conducted within 12-24 months after MTD conducts the QAP district accreditation.

When a district qualifies a commercial laboratory, they must notify MTD in writing and submit a copy of the laboratory qualification certificate. A directory of all TxDOT-qualified laboratories is available through the MTD crossroads intranet.

The laboratory qualifying authority will use Form 2682, "Quality System Inspection – Commercial Laboratory," to document the following:

- identify the scope of testing to be performed;
- verify that test methods used to perform tests are available and current;
- document that the laboratory has the required equipment to perform the tests;
- check the calibration or verification records for each piece of equipment, to include:
  - description of equipment,
  - identification of any traceable standard used,
  - frequency of calibration,
  - date of calibration,
  - date of last calibration,
  - date of next calibration,
  - calibrating technician,
  - procedure used to calibrate or verify equipment, and
  - detailed results of calibration; and
- verify that the laboratory has qualified or certified technicians to perform required testing.

In addition, all equipment may be subject to calibration verification or other inspection by the qualifying authority. Laboratories performing acceptance sampling and testing should use results from TxDOT's Material Producer List (MPL), and perform materials sampling and testing in accordance with TxDOT's DBB Guide Schedule. Materials that are not monitored or not pre-approved by TxDOT are subject to sampling and testing as part of the acceptance program, except as noted in the DBB Guide Schedule remarks.

NOTE—Project or field laboratories performing Tex-113-E, Tex-117-E, and Tex-242-F tests must be an approved laboratory from TxDOT's MPL.

Laboratories are qualified every 3 years, at a minimum, although accreditation may be an ongoing process. Calibration or verification is required whenever laboratory or equipment is moved or per the minimum laboratory standards defined in Section 7.4 – Calibration Standards and Frequencies for Laboratory Equipment.

An annual internal audit should be conducted by designated staff to ensure continual compliance with technician records and equipment intervals. The following are tools and resources available to aid in managing the program for compliance:

- SM Material Users Query that allows filtering to determine expiring certifications, and
- Form 2682.

7.4 Calibration Standards and Frequencies for Laboratory Equipment

The standards for calibration and the frequencies for laboratory equipment calibrations are shown in:

- Tex-198-E, "Minimum Standards for Acceptance of a Laboratory for Soils and Flexible Base Testing,"
- Tex-237-F, "Minimum Standards for Acceptance of a Laboratory for Hot Mix Testing,"
- Tex-498-A, "Minimum Standards for Acceptance of a Laboratory for Concrete and Aggregate Testing," and
- Tex-900-K Series, procedures for calibrating, verifying, and certifying equipment and devices.

7.5 Non-Compliance

A laboratory that does not meet all the above requirements is subject to disqualification or suspension.
Any equipment in a qualified laboratory failing to meet specified equipment requirements for a specific test method will not be used for that test method. MTD or the TxDOT district laboratory responsible for the certification or audit will immediately notify all applicable Area Offices of non-conformance for those test methods.

7.6 Documentation

The qualifying authority is responsible for verifying that laboratories are qualified to perform sampling and testing. Documentation will be required to be kept by the qualifying authority and the qualified laboratory. Calibration records will be maintained for a minimum of 10 years. Upon satisfactory completion of the laboratory qualification process, the qualifying authority will issue a certificate within 14 days covering the scope of testing in which the laboratory has been qualified, with a copy to MTD.

Laboratory qualification documentation to be maintained by the qualifying authority includes:

- availability and calibration or verification records for each piece of equipment;
- personnel qualified or certified to perform required testing; and

- copy of laboratory qualification certificate issued.

7.7 Dispute Resolution

The next higher qualification authority will resolve disputes concerning calibration and verification of equipment. For disputes that cannot be resolved at the district level, MTD will be the final authority.

Appendix A
Acronyms and Definitions

The following terms and definitions are referenced in this document and have the meanings set forth below.

AAP	AASHTO Accreditation Program (AASHTO re:source and CCRL)
AASHTO	American Association of State Highway Transportation Officials
ACI	American Concrete Institute
AO	Area Office
AQMP	Aggregate Quality Monitoring Program
CAR	Corrective Action Report
CCRL	Concrete and Cement Reference Laboratory
CE&I	Construction Engineering and Inspection
CFR	Code of Federal Regulations
MTD	Materials and Tests Division
CMEC	Construction Materials Engineering Council
FHWA	Federal Highway Administration
HMA	Hot-Mix Asphalt
HMAC	Hot-Mix Asphalt Center
IA	Independent Assurance
L-A-B	Laboratory Accreditation Bureau
MPL	Material Producer List
QAP	Quality Assurance Program
QAT	Quality Assurance Test
QC	Quality Control
SM	SiteManager
TXAPA	Texas Asphalt Pavement Association
TxDOT	Texas Department of Transportation

Abuse—Careless or deliberate deviation from testing procedures or specifications.

Acceptance Program—All factors that comprise TxDOT's program to determine the quality of the product as specified in the contract requirements. These factors include verification sampling, testing, and inspection and may include results of QC sampling and testing.

Accredited Laboratories—Laboratories that are recognized by a formal accrediting body as meeting quality system requirements including demonstrated competence to perform standard test procedures.

Breach of Trust—Violation of the trust placed in the certified technician including, but not limited to, acts such as: falsification of records; being aware of improprieties in sampling, testing, or production by others and not reporting them to appropriate supervisors involved in the project; re-sampling or retesting without awareness and consent of appropriate supervisors involved in the project; and manipulating compensation or production.

Certified Technician—A technician certified by some agency as proficient in performing certain duties.

Independent Assurance (IA) Program—Activities that are an unbiased and independent evaluation of all the sampling and testing procedures, equipment, and personnel qualifications used in the acceptance program.

Material Producer List (MPL)—TxDOT-approved products and materials from various manufacturers and producers are located at:
http://www.txdot.gov/business/resources/producer-list.html

Neglect—Unintentional deviations from testing procedures or specifications.

Proficiency Samples—Homogenous samples that are distributed and tested by 2 or more laboratories or personnel. The test results are compared to assure that the laboratories or personnel are obtaining the same results.

Qualified Laboratories—Laboratories that are capable as defined by appropriate programs established by TxDOT. As a minimum, the qualification program must include provisions for checking testing equipment, and the laboratory must keep records of calibration checks.

Qualified Sampling and Testing Personnel—Personnel who are capable as defined by appropriate programs established by TxDOT.

Quality Assurance (QA)—All planned and systematic actions necessary to provide confidence that a product or service will satisfy given requirements for quality.

Quality Control (QC)—All Contractor operational techniques and activities performed or conducted to fulfill the contract requirements.

TxDOT Standard Specifications—the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the Texas Department of Transportation, including all revisions thereto applicable on the effective date of the contract documents.

Verification Sampling and Testing—Sampling and testing performed to verify the quality of the product.

Appendix B
Test Methods for Split or Proficiency Evaluation

After observation and qualification, each qualified technician is required to participate annually in one proficiency or split sample test for each test method requiring independent assurance. Split sample test results must compare to the independent assurance test results below. Proficiency sample test results must be within ±2 standard deviations of the proficiency sample mean.

Laboratory Testing Procedures and Tolerance Limits

Test Procedure	Description	Tolerance
Tex-104-E	Liquid Limit of Soils	15% of mean[1]
Tex-105-E	Plastic Limit of Soils	15% of mean[1]
Tex-106-E	Plasticity Index of Soils	20% of mean[1]
Tex-107-E	Bar Linear Shrinkage of Soils	± 2%
Tex-110-E	Particle Size Analysis of Soils, Part I	> No. 4 sieve: ± 5% points
		≤ No. 4 sieve: ± 3% points
Tex-113-E	Moisture-Density Relationship of Base Materials	Density ± 2.0 PCF
		Moisture Content ± 0.5%
Tex-117-E	Triaxial Compression for Disturbed Soils and Base Materials, Part II	Strength ± 15 psi
		Moisture Content ± 0.5%
Tex-200-F	Asphaltic Concrete Combined Aggregate	>5/8" sieve: ± 5.0% points (individual % retained)
		≤5/8" sieve–No. 200: ± 3.0% (individual % retained)
		Passing No. 200: ± 1.6% points
Tex-206-F	Compacting Test Specimens of Bituminous Mixtures	± 1.0% laboratory-molded density in accordance with Tex-207-F
Tex-207-F	Determining Density of Compacted Bituminous Mixtures	Laboratory-Molded Density: ± 1.0%
		Laboratory-Molded Bulk Specific Gravity: ± 0.020
		In-place air voids (cores): ± 1.0%
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	± 0.020
Tex-236-F	Asphalt Content of Asphalt Paving Mixtures by the Ignition Method	± 0.3%

Test Procedure	Description	Tolerance
Tex-241-F	Compacting Bituminous Specimens Using the Superpave Gyratory Compactor (SGC)	± 1.0% laboratory-molded density in accordance with Tex-207-F
Tex-418-A	Compressive Strength of Cylindrical Concrete Specimens	17% of mean[1] (4 × 8" specimen)
		14% of mean[1] (6 × 12" specimen)

1. The difference between compared test results must not exceed the indicated percentage of the mean of the compared test results, where the mean is the average of the two test results.

EXAMPLE: Plasticity Index

Tolerance = 20% of the mean

Technician test value	18
IA technician test value	22
Mean	20
20% difference	4

Both values are within 20% of the mean.

Appendix C
IA Annual Report

{Date}

Thomas L. Smith
Independent Assurance Program Manager
Materials and Tests Division (MTD)
Texas Department of Transportation
125 East 11th Street
Austin, TX 78701

RE: Annual Report of Independent Assurance (IA) Program Results – {Project Name}

Dear Mr. Smith:

In accordance with the requirements set forth in the TxDOT Quality Assurance Program for Design-Bid-Build Projects, the information below summarizes the results of system approach independent assurance (IA) testing conducted by our firm on the {Project Name} project for calendar year {XXXX}.

Independent Assurance Program Results – {Year}	
IA Activities	**{Project Name}**
1. Number of personnel evaluated under system approach.	
2. Number of IA evaluations meeting tolerance.	
3. Number of IA evaluations not meeting tolerance.	
4. Corrective actions:	

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

Appendix D
Materials Certification Example Letter for Projects with Federal Oversight

{Date}

Al Alonzi
FHWA Texas Division Administration
FHWA Texas Division Office
300 East 8th Street
Austin, TX 78701

RE: Materials Certification Letter

Project: SH Contract No.:
CSJ:
HWY:
County:
Federal-Aid Project No.:

Dear Mr. Alonzi:

This letter is to certify:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and in the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications.

Both the Acceptance and Verification results were evaluated by an independent assurance sampling and testing program, the results of which were submitted to FHWA by the department in the Annual Report of Independent Assurance Program Results and independent of this materials certification.

☐ Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet).
☐ There are no exceptions to the plans and specifications on this project.

Sincerely,
{TxDOT District Area Engineer or Director of Construction), P.E.
{Title}

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

Appendix E
Materials Certification Example Letter for Projects with Non-Federal Oversight

{Date}

{TxDOT District Engineer}
{Title}

RE: Materials Certification Letter

Project: SH Contract No.:
CSJ:
HWY:
County:

Dear Mr. {District Engineer}:

This letter is to certify:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and in the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications.

Both the Acceptance and Verification results were evaluated by an independent assurance sampling and testing program, the results of which were submitted to MTD in the Annual Report of Independent Assurance Program Results and independent of this materials certification.

☐ Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet).
☐ There are no exceptions to the plans and specifications on this project.

Sincerely,
{TxDOT District Area Engineer or Director of Construction}, P.E.
{Title}

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

Appendix F
Archived Versions

The following archived versions of this document are available.

- Effective January 2016–April 2018:
  ftp://ftp.dot.state.tx.us/pub/txdot-info/cst/qap_dbb_0116.pdf

GUIDE SCHEDULE OF SAMPLING & TESTING FOR DESIGN BID-BUILD (DBB) PROJECTS - (DBB Guide Schedule)

JUNE 28, 2019

Texas Department of Transportation

Using the Guide Schedule

Research of sampling and testing rates, listed for project tests in the following Guide Schedule, show that the Department's and the Contractor's risk of either rejecting "good" material or accepting "bad" material range from 20% to 40%.

To reduce this risk, we recommend that the sampling rate be increased during initial production. A four-fold increase in testing frequency will generally reduce risk to approximately 5%. The intent of increasing testing, at the start of production, is to insure the Contractor's processes are in control and to establish acceptability requirements early.

There is a need to increase the frequency of testing for high-variability materials and when testing results do not meet specifications. The Engineer may require the Contractor to reimburse the Department for costs resulting from failing test results, in accordance with the specifications.

Materials incorporated in TxDOT projects are subjected to various quality assurance procedures such as testing (as outlined in this document), certification, quality monitoring, approved lists, etc. The Engineer and testing staff should familiarize themselves with materials to be used before work begins by reviewing the specifications and this document. Discuss material testing requirements with the Contractor.

Other testing required by the specifications, but not shown in the DBB Guide Schedule, should be performed at a frequency necessary to provide adequate confidence that materials meet specifications.

NOTE–The TxDOT District Area Engineer or Director of Construction must submit a "Materials Certification Letter" at final acceptance of the project. The intent of this letter is to ensure that the quality of all materials incorporated into the project is in conformance with the plans and specifications, thus ensuring a service life equivalent to the design life. Any material represented by an acceptance test, that does not meet the criteria contained in the plans and specifications, is considered an exception. Exceptions must be listed in the materials certification letter. For projects with federal oversight, submit the materials certification letter (See Appendix D of DBB QAP) to the FHWA division administrator, with a copy to the Materials and Tests Division (MTD). For non-federal oversight projects, submit the material certification letter (Appendix E of DBB QAP) to the TxDOT District Engineer, with a copy to MTD. Refer to section 4.1 of the "Quality Assurance Program for Design-Bid-Build Projects" (DBB QAP).

Assuring the quality of the product and proper incorporation of materials into the project begins with proper sampling practices. Sampling, testing, and construction inspection must be performed collaboratively to assure the specific attributes of the finished product reflect quality workmanship. Sampling guidance for hot-mix asphalt is contained in Tex-225-F, "Random Selection of Bituminous Mixture Samples," and the respective specification for that material. All remaining materials are covered by method and materials specifications, to which the following applies.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for **minimum** sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows:

- Soils/flexible base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed.
- Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
- Concrete (structural and miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Tests for slump, air, and temperature should be done often to ensure the consistent control of the concrete production (not applicable to miscellaneous concrete).

This Guide Schedule is applicable to all contracts associated with the 2014 Standard Specifications.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
EMBANKMENT (CUTS & FILLS)	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or project site (B)	Materials with PI ≤ 15: 10,000 CY	For Type A embankment or when required by the plans. This test may be waived for embankment cuts as directed by the Engineer. Determine a new liquid limit and plasticity index for each different material or notable change in material. Sample in accordance with Tex-100-E.
	Plasticity Index (A)	Tex-106-E		Materials with PI > 15: 5,000 CY	
	Gradation	Tex-110-E		Each 10,000 CY	When shown on plans. This test may be waived for embankment cuts, as directed by the Engineer. Sample in accordance with Tex-100-E.
	Moisture/Density	Tex-114-E		As directed by the Engineer	Not required for ordinary compaction. Determine a new optimum moisture and maximum density for each different material or notable change in material. Sample in accordance with Tex-100-E.
	In-place Density (A)	Tex-115-E	As directed by the Engineer	Fill: each 5,000 CY min. 1 per lift.	Not required for ordinary compaction. Determine a new optimum moisture and maximum density according to Tex-114-E for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.
				Cut: each 6,000 LF	
RETAINING WALL (NON-SELECT BACKFILL)	As shown above for Embankment (Cuts and Fills)		As shown above for Embankment (Cuts and Fills)	As shown above for Embankment (Cuts and Fills)	Sample in accordance with Tex-100-E.
RETAINING WALL (SELECT BACKFILL)	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	Required only for Type CS backfill. Test the fraction of material finer than the No. 200 sieve. Sample in accordance with Tex-400-E.
	Gradation	Tex-110-E			Required only for Drainage Aggregate. Sample in accordance with Tex-400-A.
		Tex-401-A			Required only for Select Backfill. Sample in accordance with Tex-400-A.
	Resistivity (A)	Tex-129-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	For material with resistivity between 1,500 and 3,000 ohm-cm, determine chloride and sulfate content, as specified in Item 423. Sample in accordance with Tex-400-A.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
RETAINING WALL (SELECT BACKFILL) (continued)	pH (A)	Tex-128-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Magnesium Soundness	Tex-411-A	During stockpiling operations, or from completed stockpile	1 per source, per project	Test when backfill sources appear to contain particles such as shale, caliche, or other soft, poor-durability particles. Sample in accordance with Tex-400-A.
	Micro-Deval	Tex-461-A	During stockpiling operations, or from completed stockpile	1 per source, per project	May be used as an alternate to the magnesium soundness only when the % loss from the micro-deval is not greater than 20%. When the % loss from the micro-deval is greater than 20%, the magnesium soundness governs aggregate verification. Sample in accordance with Tex-400-A.
	In-place Density (A)	Tex-115-E	As directed by the Engineer.	1 per backfill lift, per wall	Not required for rock backfill. For walls greater than 500 ft. in length, perform one test per lift for every 500 ft. in length. (F) Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E for each different material or notable change in material and adjust the density accordingly.
UNTREATED BASE COURSES	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	
	Gradation (A)	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Moisture/Density	Tex-113-E	From completed stockpile at the source (E)	Each 20,000 CY	Not required for ordinary compaction. Sample in accordance with Tex-400-A.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

				PROJECT TESTS		
MATERIAL OR PRODUCT		**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (D)**	**FREQUENCY OF SAMPLING (F)**	**REMARKS**
UNTREATED BASE COURSES (Continued)		Wet Ball Mill (A)	Tex-116-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. Sample in accordance with Tex-400-A.
		Strength (A)	Tex-117-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY. Sample in accordance with Tex-400-A.
		In-place Density (A)	Tex-115-E	As directed by the Engineer	Each 3,000 CY, min. 1 per lift	Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.
		Thickness (A)	Tex-140-E	As directed by the Engineer	Each 3,000 CY	Not required where survey grade control documents are compliant.
		Ride Quality (A)	Tex-1001-S Surface Test, Type B	Final riding surface of travel lanes		This applies to the final travel lanes that receive a 1- or 2-course surface treatment for the final surface, unless otherwise shown on the plans.
TREATED SUBGRADE AND BASE COURSES	SUBGRADE BEFORE TREATMENT	Organic Content	Tex-148-E	As directed by the Engineer	1 per project, per source or as directed by the Engineer	Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. Sample in accordance with Tex-100-E.
		Sulfate Content	Tex-145-E	As directed by the Engineer	1 per 500 feet or 5,000 CY	Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. Sample in accordance with Tex-100-E.
	NEW BASE MATERIAL	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	When central mix site or plant is used, windrow sampling may be waived. Sample in accordance with Tex-400-A.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
TREATED SUBGRADE AND BASE COURSES (Continued)	NEW BASE MATERIAL (Continued)	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	
		Gradation (A)	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
		Wet Ball Mill (A)	Tex-116-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. Sample in accordance with Tex-400-A.
		Strength (A)	Tex-117-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY.
	LIME	Compliance with DMS-6350	Tex-600-J	During delivery to project	Commercial Lime Slurry: each 200 tons of lime Carbide Lime Slurry: each 100 tons of lime	Sample in accordance with Tex-600-J. Verify the source is listed on the current Material Producer List for Lime. Only materials appearing on the Material Producer List will be accepted. Sample frequency for Carbide Lime Slurry may be increased as directed by the Engineer. For Hydrated Lime and Quick Lime, project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice.
	CEMENT	Compliance with DMS-4600		Railroad car, truck, or cement bins		Verify the source is listed on the current Material Producer List for Cement. If not, sample and test in accordance with DMS-4600. (C)
	FLY ASH MATERIAL	Compliance with DMS-4615		Project samples at location directed by the Engineer		Verify the source is listed on the current Material Producer List for Fly Ash. Only materials from MTD approved sources appearing on the Material Producer List for Fly Ash will be accepted. Project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice. (C)

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
TREATED SUBGRADE AND BASE COURSES (Continued)	COMPLETE MIXTURE	Pulverization Gradation	Tex-101-E, Part III	Roadway, after pulverization and mixing	As necessary for control	At the beginning of the project, one test must be made for each 4,500 CY or 6,000 tons until the Engineer is satisfied that acceptable pulverization results are being obtained. Sample in accordance with Tex-100-E.
		Moisture/Density Curve and Strength	Tex-120-E, Part II, or Tex-121-E, Part II	From roadway windrow after treatment (E)	Each 20,000 CY	Not required for ordinary compaction. Determine a new moisture/density curve for each different or notable change in material. Perform Tex-120-E, Part II, for Cement Treated Material, and Tex-121-E, Part II, for Lime, Lime-Fly Ash, or Fly Ash Treated Material. If Tex-120-E, Part I, Tex-121-E, Part I, or Tex-127-E is performed before the project, this test may be waived. Sample in accordance with Tex-100-E.
		Moisture/Density Curve and Strength	Tex-120-E, Part I, Tex-121-E, Part I, or Tex-127-E	From roadway before treatment	As necessary for control	Perform Tex-120-E, Part I, on cement treated material, and Tex-121-E, Part I, for lime-fly ash or fly ash treated material. Verifies the field strength by comparing results from the mix design. Performed at the direction of the Engineer and when notable change in material, as described above for Part II of the test procedures. Sample in accordance with Tex-100-E.
		In-place Density (A)	Tex-115-E	As directed by the Engineer	Each 3,000 CY, min 1 per lift	Determine the appropriate moisture/density curve for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Stabilizers and materials such as RAP, gypsum, and iron ore tend to bias the counts for nuclear density gauges.
		Thickness (A)	Tex-140-E	As directed by the Engineer	Each 3,000 CY	Not required where survey grade control documents are used for compliance.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
RECLAIMED ASPHALT PAVEMENT (RAP), CRUSHED CONCRETE, and RECYCLED MATERIALS	Sulfate Content	Tex-145-E	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete. Not required for RAP. Sample in accordance with Tex-400-A.
	Deleterious Material	Tex-413-A		Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete. Sample in accordance with Tex-400-A.
	Decantation	Tex-406-A	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished RAP. Sample in accordance with Tex-400-A.

TABLE I – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager (SM), in the remarks field, and on the end of the Project Materials Certification Letter.
B	Engineer will select any of these locations or any combinations thereof with the provision that the initial sample will be obtained from the completed stockpile at the source and at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Soils/Flexible Base: For gradation, liquid limit, and plastic limit, vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed. • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
E	The Engineer will sample from the completed stockpile at the source and test before placement.
F	Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IA – ASPHALT TREATED BASE (Plant Mix)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or before mixing	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or before mixing	Each 5,000 CY	
	Wet Ball Mill (A)	Tex-116-E	During stockpiling operations, from completed stockpile, or before mixing	1 per project, per source	Sample in accordance with Tex-400-A. (B)
LIME	Compliance with DMS-6350		During delivery to the project	Hydrated Lime: 1 per project Commercial Lime Slurry: each 200 tons of lime (D) Carbide Lime Slurry: each 100 tons of lime (D) Quick Lime: 1 per project	On projects requiring less than 50 tons, material from MTD approved sources may be accepted on the basis of Producer's Certification without sampling.
RECLAIMED ASPHALT PAVEMENT (RAP), and RECYCLED AGGREGATE	Decantation	Tex-406-A, Part I	During stockpiling operations, from completed stockpile, or before mixing	Each 10,000 CY	Sample in accordance with Tex-400-A.
RECYCLED ASPHALT SHINGLES (RAS)	Decantation	Tex-217-F,Part III	During stockpiling operations, from completed stockpile, or before mixing	Each 10,000 CY	Sample in accordance with Tex-400-A.
ASPHALT BINDER	Compliance with Item 300		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SiteManager (SM) Assistant. The Engineer must associate one QM sample per project in SM.

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TABLE IA – ASPHALT TREATED BASE (Plant Mix)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
TACK COAT	Compliance with Item 300		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample per project in SM.
COMPLETE MIXTURE	Gradation **(A)**	Tex-200-F, Part I	Plant Mix (C)	20,000 CY (25,000 tons)	Sample in accordance with Tex-222-F. Determine the gradation of the aggregate from the complete mixture tested in accordance with Tex-236-F.
	Laboratory Density **(A)**	Tex-126-E	Plant Mix **(C)**	20,000 CY (25,000 tons)	Sample in accordance with Tex-222-F.
	Percent Asphalt **(A)**	Tex-236-F	Plant Mix **(C)**	Each 1,500 CY (2,000 tons) or days production	Determine an asphalt content correction factor for ignition oven at a minimum of one per project. Sample in accordance with Tex-222-F.
	Indirect Tensile Strength – Dry	Tex-226-F	Plant Mix	1 per project, per design	Sample in accordance with Tex-222-F.
	Moisture Susceptibility	Tex-530-C	As directed by the Engineer	1 per project, per design	This test may be waived, when shown on the plans. Sample in accordance with Tex-222-F.
ROADWAY	In-Place Air Voids **(A)**	Tex-207-F	Roadway cores, as directed by the Engineer **(C, D)**	Each 3,000 CY, min 1 per lift	Not required for ordinary compaction or when air void requirements are waived. Sample in accordance with Tex-222-F.
	Ride Quality	Tex-1001-S Surface Test, Type A	On Finished Surface		Unless otherwise shown on the plans.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IA – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager (SM), in the remarks field, and on the end of the Project Materials Certification Letter.
B	Engineer will select any of these locations or any combinations thereof with the provision that at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
C	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Soils/Flexible Base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed. • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
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TABLE II – SEAL COAT					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE	Gradation (A)	Tex-200-F, Part I	Stockpile (At source or at point of delivery)	Each 1,000 CY	Rate may be reduced to each 2,000 CY if the Engineer approves a contractor quality control plan. Sample in accordance with Tex-221-F.
	L. A. Abrasion (A)	Tex-410-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. (B)
	Magnesium Soundness (A)	Tex-411-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. (B)
	Surface Aggregate Classification (A)	Tex-612-J, Tex-411-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. (B)
	Pressure Slake (A)	Tex-431-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Freeze Thaw (A)	Tex-432-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Unit Weight	Tex-404-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	24 hr. Water Absorption (A)	Tex-433-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Crushed Face Count	Tex-460-A, Part I	Stockpile	1 per 20,000 CY	Only required for crushed gravel. Sample in accordance with Tex-221-F.
	Deleterious Material (A)	Tex-217-F, Part I	Stockpile	1 per 10,000 CY	Not required for lightweight aggregate. Sample in accordance with Tex-221-F.
	Decantation (A)	Tex-406-A	Stockpile	1 per 10,000 CY	Sample in accordance with Tex-221-F.
	Flakiness Index	Tex-224-F	Stockpile	Frequency as directed by the Engineer	Sample in accordance with Tex-221-F.

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TABLE II – SEAL COAT					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE (Continued)	Micro Deval	Tex-461-A	Stockpile	1 per project or as necessary for control	Compare result to published value listed on the current Material Producer List for BRSQC. Submit sample to MTD for Soundness and L.A. Abrasion testing when results differ by more than 3% points, unless otherwise directed by the Engineer. Sample in accordance with Tex-221-F.
	White Rock Count	Tex-220-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when MTD provides inspection at the plant. Sample in accordance with Tex-221-F.
	Naturally Impregnated Bitumen Content	Tex-236-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when MTD provides inspection at the plant. Sample in accordance with Tex-221-F.
PRECOATED AGGREGATE	Asphalt Content	Tex-210-F	Stockpile	Frequency as directed by the Engineer when a target value is specified	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample asphalt binder in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample per project in SM.

TABLE II – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
C	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation (B)	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Sieve Analysis (A) (B)	Tex-401-A		Each 1,000 CY of concrete (each source)	Test combined aggregate when used. Sample in accordance with Tex-400-A.
		Deleterious Materials (B)	Tex-413-A		1 per project or as necessary for control	Sample in accordance with Tex-400-A.
		Los Angeles Abrasion (A) (B)	Tex-410-A		One, each source	Verify the value of the source, as listed on the current Material Producer list for CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
		Magnesium Soundness (A) (B)	Tex-411-A		One, each source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. (C)
	FINE AGGREGATE	Sand Equivalent (B)	Tex-203-F	From stockpile at concrete plant	1 per project or as necessary for control	Test combined aggregate when used. Sample in accordance with Tex-400-A.
		Organic Impurities (B)	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis (A) (B)	Tex-401-A		Each 1,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Fineness Modulus (B)	Tex-402-A		1 per project or as necessary for control	Test combined aggregate when used. Test to confirm material variability when strength values are in question. Sample in accordance with Tex-400-A.
		Deleterious Material (B)	Tex-413-A		1 per project or as necessary for control	Test to confirm material variability when strength values are in question. Sample in accordance with Tex-400-A.

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MINERAL AGGREGATE (Continued)	FINE AGGREGATE (Continued)	Acid Insoluble Residue (A) (B)	Tex-612-J		Two, each source	Only for concrete subject to direct traffic. Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
SILICA FUME		Compliance with DMS-4630 (A)		Railroad car, truck, bags or silos	1 per project, per class of concrete (For each type and brand)	Provide MTD with one 4 x 8 concrete sample for silica fume dispersion verification. Verify the source is listed on the Material Producer List for Silica Fume. Sample in accordance with Tex-300-D.
METAKAOLIN		Compliance with DMS-4635 (A)		Railroad car, truck or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-300-D.
MIX DESIGN		Compliance with Standard Specification Item 421.4.A		At source (if not approved)	Min. 1 design per class, per source	Verify if cement, fly ash, slag cement, and chemical admixture sources are listed on the Material Producer Lists. If not, sample and submit to MTD for testing. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT). Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash.
JOINT MATERIAL		Compliance with DMS-6300				Verify the source is listed on the Material Producer List for Joint Sealers. If not, sample and test before use in accordance with DMS-6310. (C) Sample in accordance with Tex-500-C.
CURING COMPOUND		Compliance with DMS-4650		Sampled at jobsite; tested by MTD. See remarks.	When requested by MTD	Only products listed on the Material Producer List for Concrete Curing Compounds will be allowed. When sample is requested by MTD, sample in accordance with Tex-718-I. Ensure container has been agitated and mixed before sampling. (C)
EVAPORATION RETARDANTS		Compliance with DMS-4650				Only products listed on the Material Producer list for Evaporation Retardants will be allowed. (C)
REINFORCING STEEL		Compliance with the Std. Specifications & Spec. Provisions	As Specified			Only materials from MTD approved sources listed on the Material Producer Lists for Reinforcing Steel Mills and Seven Wire Steel Strand will be allowed. (C)

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MECHANICAL COUPLERS	Compliance with DMS-4510	Tex-743-I	Sampled at jobsite; Tested by MTD	3 couplers per lot (500 couplers) for each type, model, bar size, and grade	Only materials from MTD approved sources listed on the Material Producer List for Mechanical Couplers will be allowed. **(C)**
LATEX	Compliance with DMS-4640 for concrete chemical admixtures				Verify the Latex is listed on the Material Producer List for Chemical Admixtures.
EPOXY	Compliance with DMS-6100, unless otherwise specified		Sampled at jobsite if not pre-approved by MTD.	1 per batch or shipment	Verify the source is listed on the Material Producer List for Epoxies and Adhesives. If not, sample and test before use in accordance with DMS-6100. Sample in accordance with Tex-734-I. **(C)**
CONCRETE	Compressive Strength **(A)**	Tex-418-A	At point of concrete placement	4 cylinders for each 60 CY per class, per day (For bridge railing and traffic railing, testing may be reduced to 4 cylinders per 180 CY per class regardless of days)	Sampling must be in accordance with Tex-407-A. Making additional cylinders for 56 day testing should be considered when slow strength gain mixtures are being used, or when the approved mix design has a history of failing to meet design strength at 28 days. Test two cylinders at 7 days, and if the average value is below the design strength, as defined in Item 421, Table 8, test the remaining 2 cylinders at 28 days, or 56 days if additional cylinder were not made. If the average value of the 2 cylinders tested at 7 days meets the minimum design strength, listed in Item 421, Table 8, the remaining cylinders are not required to be tested. If the average value of the 7 and 28 day cylinders are below the design strengths, and 56 day cylinders were made, test the remaining set at 56 days.
	Slump	Tex-415-A		1 test, per 4 strength specimens	Sample in accordance with Tex-407-A. Perform slump and temperature tests on the same load from which strength test specimens are made. Perform entrained air test only when entrained air concrete is specified on the plans. Check temperature of every load for bridge slabs and mass concrete placements. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Entrained Air **(A)**	Tex-416-A or Tex-414-A			
	Temperature of Concrete **(A)**	Tex-422-A			

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
CONCRETE (Continued)	Bridge Deck or Culvert Top Slab Thickness and Depth of Reinforcement	Tex-423-A, Part II	During dry run and during concrete placement (Bridge decks and direct traffic culverts)	1 per span	Min 6–Max 18 locations per span.

TABLE III – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	These Project Tests may be used for one or more projects being furnished concrete from the same plant during the same period.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed. • Concrete (structural): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Test often for slump, air, and temperature to ensure the consistent control of the concrete production.
E	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

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TABLE IV – HYDRAULIC CEMENT CONCRETE – NON-STRUCTURAL CONCRETE (Classes: A, B, or E)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (B)	FREQUENCY OF SAMPLING (C)	REMARKS
CONCRETE	Compressive Strength (A)	Tex-418-A	At point of concrete placement	2 cylinders per 180 CY, per class	Sampling must be in accordance with Tex-407-A. Strength will be determined by 7-day specimens.
MIX DESIGN	Compliance with the Standard Specification		At source if not approved	Min. 1 design per class, per source	Verify if cement, fly ash, slag cement, and chemical admixture sources are listed on the Material Producer Lists. If not, sample and submit to MTD for testing. Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).
SILICA FUME	Compliance with DMS-4630		Railroad car, truck, bags, or silos	1 test per project, per class (for each type and brand)	Sample in accordance with Tex-300-D. Provide MTD with one 4 x 8 concrete sample for silica fume dispersion verification. Verify the source is listed on the Material Producer List for Silica Fume.
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck, or silos	1 test per project, per class (for each type and brand)	Sample in accordance with Tex-300-D.

TABLE IV – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Concrete (miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled.
C	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

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TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Sieve Analysis (A)	Tex-401-A		As necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Deleterious Materials	Tex-413-A		Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		L.A. Abrasion (A)	Tex-410-A		One, each source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
		Magnesium Soundness (A)	Tex-411-A			
	FINE AGGREGATE	Sand Equivalent	Tex-203-F	From stockpile at concrete plant	Each 3,000 CY of concrete (Each source or combination of sources)	Sample in accordance with Tex-400-A. Test combined aggregate when used. At least one per week's production.
		Organic Impurities	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis (A)	Tex-401-A		As necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Fineness Modulus (B)	Tex-402-A			
		Deleterious Material (B)	Tex-413-A		Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Acid Insoluble (A)	Tex-612-J		1 per project, per source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
MIX DESIGN		Compliance with the Standard Specifications Item 421.4.A		At source, if not approved	Min. 1 design, per class, per source	Verify if cement, fly ash, ground granulated blast furnace slag, and admixture sources are listed on the Material Producer List. If not, sample and submit to MTD for testing. Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).
SILICA FUME		Compliance with DMS-4630		Railroad car, truck, bags, or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-300-D. Provide MTD with one 4 x 8 concrete sample for silica fume dispersion verification. Verify the source is listed on the Material Producer List for Silica Fume.

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TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck, or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-300-D.
JOINT MATERIAL	Compliance with DMS-6310		Sampled at jobsite if not sampled at source by MTD; tested by MTD. See remarks.	1 per batch or shipment	Sample in accordance with Tex-500-C. Sampling may be waived when the source is listed on the Material Producer List for Joint Sealers. **(C)**
CURING COMPOUND	Compliance with DMS-4650		Sampled at jobsite; tested by MTD. See remarks.	When requested by MTD	Only products listed on the Material Producer List for Concrete Curing Compounds will be allowed. When sample is requested by MTD, sample in accordance with Tex-718-I. Ensure container has been agitated and mixed before sampling. **(C)**
EVAPORATION RETARDANTS	Compliance with DMS-4650				Only products listed on the Material Producer List for Evaporation Retardants will be allowed. **(C)**
REINFORCING STEEL	Compliance with the Std. Specifications & Spec. Provisions	As Specified			Only materials from MTD approved sources listed on the Material Producer List for Reinforcing Steel Mills and Seven Wire Steel Strand will be accepted. **(C)**
MULTIPLE PIECE TIE BARS	Compliance with DMS-4515	Tex-712-I	Sampled at jobsite if not sampled at source by MTD; tested by MTD. See remarks.	Refer to Tex-711-I for sampling rates	Only materials from MTD approved sources listed on the Material Producer List for Multiple Piece Tie-bars for Concrete Pavements will be allowed. Sample in accordance with Tex-711-I.
EPOXY	Compliance with DMS-6100		Sampled at jobsite if not pre-approved by MTD. See remarks.	1 batch per shipment	Verify the source is listed on the Material Producer List for Epoxies and Adhesives. If not, sample and test before use in accordance with DMS-6100. Sample in accordance with Tex-734-I. **(C)**
CONCRETE	Strength **(A) (B)**	Tex-448-A or Tex-418-A	At point of concrete placement	2 cylinders for every 10 contractor job control tests	Sample in accordance with Tex-407-A. When the contract requires the project testing to be by the Engineer, the frequency and job control testing will be in accordance with the item of work. Split sample verification testing used when contractor performs job control testing. When job control testing by the contractor is waived by the plans, the frequency of sampling will be one test (2 specimens) for each 3,000 SY of concrete or fraction thereof or per day and split sample verification testing will be waived. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.

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TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
CONCRETE (Continued)	Slump	Tex-415-A	At time and location strength specimens are made	1 test for every 10 contractor job control tests.	Sample in accordance with Tex-407-A. Slump is not required for slip-formed pavement. Perform slump and temperature tests on the same load from which the strength specimens are made. Perform entrained air test only when entrained air concrete is specified on the plans. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Entrained Air (A)	Tex-416-A or Tex-414-A			
	Temperature	Tex-422-A			
	Pavement Texture	Tex-436-A	Final Riding Surface of travel lanes	1 per day, per driving lane	Perform when carpet drag is the only surface texture required on the plans.
	Thickness	Tex-423-A, Part I	Center of paving machine	Every 500 feet	Methods other than Tex-423-A may be shown on the plans.
	Ride Quality (A)	Tex-1001-S Surface Test, Type B	Final riding surface of travel lanes		Engineer may verify contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.

TABLE V – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	When a project test does not meet the specified strength requirements and a reduced pay factor is assigned, document the analysis on the Letter of Certification of Materials Used.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VI – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347 and 348) (All testing as noted in Table VI may be waived for exempt production as defined by specification.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (C)
	Magnesium Soundness (A)	Tex-411-A			
	Surface Aggregate Classification (A)	Tex-499-A		1 per project, per source	
	Micro Deval	Tex-461-A		1 per project, per aggregate source	Not required when the Rated Source Soundness Magnesium loss is 15 or less as listed on the current published BRSQC. If testing is required, sample in accordance with Tex-221-F.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per project, per source, per design	Does not apply to Item 342. Sample in accordance with Tex-221-F. The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder at hot- mix plant in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VI – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347 and 348)
(All testing as noted in Table VI may be waived for exempt production as defined by specification.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min 1 design, per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted on individual materials, as necessary, for control.
COMPLETE MIXTURE	Asphalt Content (A)	Tex-236-F	Engineer Truck Sample (D)	Minimum 1 per Lot	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project. When Tex-236-F does not yield reliable results, use alternative methods for determining asphalt content, such as, Tex-210-F (ASTM D2172/AASHTO T164) and Tex-228-F (ASTM D4125/AASHTO T287).
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck Sample Plant Produced (D)	1 per Sublot	Sample in accordance with Tex-222-F. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #. Does not apply to Items 342 and 348.
	Gradation (A)	Tex-200-F	Engineer Truck Sample (D)	Minimum 1, per 12 Sublots (E)	Sample in accordance with Tex-222-F. Determine correction factors for ignition oven using Tex-236-F at a minimum of one per project.
	Moisture Susceptibility	Tex-530-C	Truck Sample	1 per project	Sample in accordance with Tex-222-F, unless waived by the Engineer.
	Indirect Tensile Strength – Dry	Tex-226-F			Sample in accordance with Tex-222-F, unless waived by the Engineer. Does not apply to Items 342, 346, 347, and 348.
	Moisture Content	Tex-212-F, Part II	Engineer Truck Sample		Sample in accordance with Tex-222-F.
	Lab Molded Density (A)	Tex-207-F, Part I, VI, VIII	Truck Sample (D)	1 per Sublot 1 per Lot for Item 347	Sample in accordance with Tex-222-F. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Drain Down Test (A)	Tex-235-F	Engineer Truck Sample	1 per 12 Sublots	Sample in accordance with Tex-222-F. Not required for Items 341, 344, and 347.
	Hamburg Wheel Test (A)	Tex-242-F	Engineer Truck Sample	1 per project	Sample in accordance with Tex-222-F. Sample during production. Does not apply to Item 348 PFC-C, PFCR-C, and Thin Bonded Wearing Course –All Types.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VI – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347 and 348) (All testing as noted in Table VI may be waived for exempt production as defined by specification.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
COMPLETE MIXTURE (Continued)	Cantabro Loss (A)	Tex-245-F	Engineer Truck Sample	1 per project	Sample in accordance with Tex-222-F. Sample during production. Does not apply to items 341, 344, 346, and 347.
	Overlay Test (A)	Tex-248-F	Engineer Truck Sample	1 per project	Sample in accordance with Tex-222-F. Does not apply to Items 341, 344, and 348 PFC-C, PFCR-C, and Thin Bonded Wearing Course –All Types.
ROADWAY	In-Place Air Voids (A)	Tex-207-F, Part I, VI, VIII	Roadway (D)	2 cores per Sublot	Two cores taken per Sublot and averaged. Sample in accordance with Tex-222-F. Does not apply to Items 342, 347, and 348.
	Segregation Profile (A)	Tex-207-F, Part V	Roadway	1 per project	Not required when Contractor uses thermal imaging system. Does not apply to Items 342, 347, and 348.
	Joint Density (A)	Tex-207-F, Part VII	Roadway	1 per project	
	Thermal Profile	Tex-244-F	Immediately behind paver	1 per project	Not required when Contractor uses thermal imaging system.
	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes	1 per project	Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results for surface test Type A are not required to be reported.
	Permeability	Tex-246-F	Roadway	1 per project	Permeability is encouraged to use with items 342 and 348. Only applies to Item 347.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by MTD		Sampling must be in accordance with Tex-735-I. Verify the source is listed on the current Material Producer List for Silt Fence, Filter Fabric, and Fabric Underseals. If not, sample and test before use in accordance with DMS-6220.

TABLE VI – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."
E	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VII – HOT-MIX ASPHALT PAVEMENT (Items 334)
(Refer to DMS-9210, "Limestone Rock Asphalt (LRA)," for testing requirements for Item 330.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION**	**FREQUENCY (Per Design) (F)**	**REMARKS**
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (D)
	Magnesium Soundness (A)	Tex-411-A			
	Micro Deval	Tex-461-A			Sample in accordance with Tex-221-F. Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Surface Aggregate Classification (A)	Tex-499-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. SiteManager Quality Monitoring test documentation is accomplished by attaching an approved mix design.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per project, per source	Sample in accordance with Tex-221-F. The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 (A) (C)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VII – HOT-MIX ASPHALT PAVEMENT (Items 334) (Refer to DMS-9210, "Limestone Rock Asphalt (LRA)," for testing requirements for Item 330.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design) (F)	REMARKS
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted in individual materials as necessary for control.
COMPLETE MIXTURE	Asphalt Content (A)	Tex-236-F	Engineer Truck Sample (E)	Minimum of 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck Sample Plant Produced (E)	1 per 5,000 tons	Sample in accordance with Tex-222-F.
	Gradation (A)	Tex-236-F	Truck Sample	Minimum 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
	Moisture Content	Tex-212-F, Part II	Truck Sample	1 per 5,000 tons	Sample in accordance with Tex-222-F. Performed by MTD at the point of production for payment calculations.
	Hydrocarbon-Volatile Content	Tex-213-F		1 per 5,000 tons	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
	Lab Molded Density (A)	Tex-207-F		1 per 5,000 tons	Sample in accordance with Tex-222-F.
	Hveem Stability (A)	Tex-208-F		1 per 5,000 tons	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
ROADWAY	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.

This is a guide for **minimum** sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VII – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project.
C	Or as called for in the Specifications.
D	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
E	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."
F	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII – HOT-MIX ASPHALT PAVEMENT (Item 340)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (C)
	Magnesium Soundness (A)	Tex-411-A			
	Micro Deval	Tex-461-A	Stockpile (B)	1 per project, per source	Sample in accordance with Tex-221-F. Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Surface Aggregate Classification (A)	Tex-499-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (C)
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per project, per design	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min. 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted in individual materials as necessary for control.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII – HOT-MIX ASPHALT PAVEMENT (Item 340)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY	REMARKS
COMPLETE MIXTURE	Asphalt Content	Tex-236-F	Truck Sample (D)	Minimum of 1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck Sample Plant Produced (D)	1 per day	Sample in accordance with Tex-222-F.
	Gradation (A)	Tex-236-F	Truck Sample	Minimum 1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Sample in accordance with Tex-222-F, unless waived by the Engineer.
	Indirect Tensile Strength – Dry	Tex-226-F		1 per project, per design	Sample in accordance with Tex-222-F, unless waived by the Engineer.
	Lab Molded Density (A)	Tex-207-F	Truck Sample	1 per day	Sample in accordance with Tex-222-F.
	Hamburg Wheel Tracker (A)	Tex-242-F		1 per project	Sample in accordance with Tex-222-F. Sample during production.
ROADWAY	Air Voids (A)	Tex-207-F	Selected by the Engineer (D)	1 per day (2 Cores)	Sample in accordance with Tex-222-F.
	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by MTD		Sample in accordance with Tex-735-I. Verify the source is listed on the current Material Producer List for Silt Fence, Filter Fabric, and Fabric Underseals. If not, sample and submit to MTD for testing before use in accordance with DMS-6220.

This is a guide for **minimum** sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

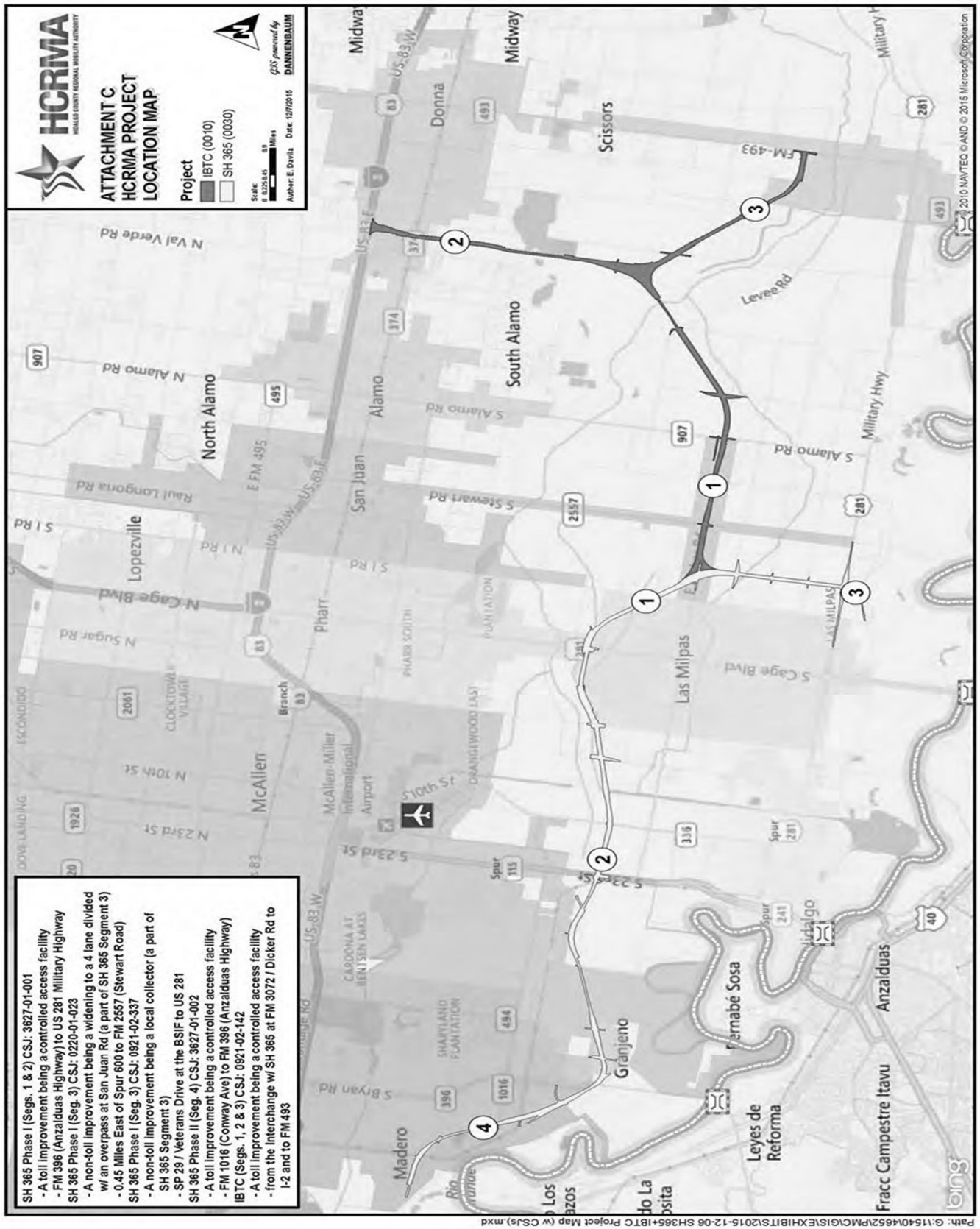
TABLE IX – MICROSURFACING (Item 350)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OF SAMPLING	FREQUENCY (Per Design)	REMARKS
AGGREGATE	Magnesium Soundness (A)	Tex-411-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing at 1 per project, per source. (C)
	Gradation	Tex-200-F, Part II		1 per project, per source	Sample in accordance with Tex-221-F.
	Crushed Face Count	Tex-460-A		1 per project, per source	Sample in accordance with Tex-221-F.
	Acid Insoluble (A)	Tex-612-J		1 per project, per source	Verify the value of the source, as listed on the current BRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-221-F. (C)
	Surface Aggregate Classification	Tex-499-A	Stockpile, or BRSQC (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing at 1 per project, per source. (C)
COMBINED BLEND	Sand Equivalent	Tex-203-F	Stockpile (B)	1 per project, per source	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IX – MICROSURFACING (Item 350)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OF SAMPLING	FREQUENCY (Per Design)	REMARKS
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min. 1 design per project	Submit to MTD for approval.
CEMENT	Compliance with DMS-4600				Verify the source is listed on the current Material Producer List for Cement. If not, sample and submit to MTD for testing before use in accordance with DMS-4600.
COMPLETE MIX	Asphalt Content	Tex-236-F	During production	1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Gradation	Tex-200-F, Part II Tex-236-F			Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven use at a minimum of one per project.

TABLE IX – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

Project Limits Exhibit



APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

I. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Title o(Modal Operating Administration),*** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program **requirements.[***

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds ofrace, color, or national origin. ***[Include Modal Operating Administration specific program requirements.]***

4. **Information and Repo11s:** The contractor will provide all information and reports required by the Acts,the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Title o(Modal Operating Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration),* as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Title o(Modal Operating Administration)*** may determine to be appropriate, including, but not limitedto:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respectto any subcontract or procurement as the Recipient or the ***(Title o(Modal Operating Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes andauthorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

North American Industry Classification System (NAICS) Work Codes
For Federally Funded Contracts

Texas Department of Transportation
Professional Engineering Procurement Services (PEPS) Division
Professional Services Contracts for Engineering, Surveying and Architecture
Pre-Certified Work Categories and North American Industry Classification System (NAICS) Work Codes for Federally Funded contracts

Work Category No.	Category Name	Applicable Disadvantaged Business Enterprise (DBE) NAICS Work Codes
1.1.1	Policy Planning	541330 or 541320
1.2.1	Systems Planning	541330
1.3.1	Subarea/Corridor Planning	541330
1.4.1	Land Planning/Engineering	541330
1.5.1	Feasibility Studies	541330
1.6.1	Major Investment Studies	541330
1.7.1	Traffic Demand Modeling	541330
1.8.1	Public Involvement	541820 or 541330
2.1.1	Traffic Noise Analysis	541330 or 541620
2.2.1	Air Quality Analysis	541330 or 541620
2.3.1	Wetland Delineation	541330 or 541620
2.3.2	Conditional/Functional Assessment	541330 or 541620
2.4.1	Nationwide Permit	541330 or 541620
2.4.2	Clean Water Act Sec. 404 Permits	541330 or 541620
2.4.3	U.S. Coast G. & U.S. Army Corps Of Engr. Permits	541330 or 541620
2.5.1	Geological Assessment for Edwards Aquifer Recharge Zone	541330 or 541360 or 541620
2.6.2	Impact Evaluation Assessments	541330 or 541620
2.6.4	Biological Evaluations/Assessments	541330 or 541620
2.7.1	Sec. 4(F)/6(F) Evaluations	541330 or 541620
2.7.2	Historic Sites Sec. 4(f) Evaluations	541330 or 541620 or 541310
2.10.1	Archaeological Surveys, Doc., Excavation, Testing Rpts	541330 or 541620
2.12.1	Socio-Economic and Environmental Justice Analysis	541330 or 541620
2.13.1	Hazardous Materials Initial Site Assessment	541330 or 541620
2.14.1	Environmental Document Preparation	541330 or 541620
2.15.1	Historical Research of Extant Bldgs, Struct, Landsc., & Obj.	541310 or 541620
2.15.2	Historical Surveys & Doc. of Bldgs, Struct, Landsc., & Obj.	541310 or 541620
3.2.1	Route Studies & Schematic Design	541330
4.2.1	Roadway Design	541330
4.4.1	Freeway Interchanges	541330
4.5.1	Constructability Review	541330
4.6.1	3-D Design Visualization Services	541330 or 541340
5.2.1	Bridge Design	541330
5.3.1	Multi-Level Interchange Design	541330
5.5.1	Bridge & Non-Bridge Class Culvert and Inlet Design	541330
6.1.1	Routine Bridge Inspection Team Leader	541330
6.1.2	Routine Bridge Inspection Project Manager	541330
6.2.1	Complex Bridge Inspection Team Leader	541330
6.2.2	Complex Bridge Inspection Project Manager	541330
6.3.1	Tunnel Inspection Team Leader	541330
6.3.2	Tunnel Inspection Project Manager	541330
6.4.1	Underwater Bridge Inspection Team Leader	541330
6.5.1	Non-Destructive Testing	541330 or 541380
7.1.1	Traffic Engineering Studies (Traffic Counting 541990)	541330
7.3.1	Traffic Signal Timing	541330
7.4.1	Traffic Control Systems Analysis, Design & Implementation	541330
7.5.1	Intelligent Transportation System	541330
8.1.1	Signing, Pavement Marking & Channelization	541330
8.2.1	Illumination	541330
8.3.1	Signalization	541330
8.4.1	ITS Control Systems Analysis, Design & Implementation	541330
8.6.1	Rail-Highway Design	541330

North American Industry Classification System (NAICS) Work Codes
For Federally Funded Contracts

Work Category No.	Category Name	Applicable Disadvantaged Business Enterprise (DBE) NAICS Work Codes
9.1.1	Bicycle & Pedestrian Facility Development	541330
10.1.1	Hydrologic Studies	541330
10.2.1	Roadway Hydraulic Design	541330
10.3.1	Bridge Hydraulic Design	541330
10.4.1	Storm Water Pump Station-Hydraulic Design	541330
10.4.2	Pump Stations-Electrical	541330
10.4.3	Pump Stations-Structures	541330
10.5.1	Bridge Scour Evaluations And Analysis	541330
10.6.1	Coastal Hydraulic Design	541330
10.7.1	Riverine Hydraulic Design	541330
10.8.1	FEMA Regulations and Permits	541330
11.1.1	Roadway Construction Management And Inspection	541330
11.2.1	Bridge Construction Management And Inspection	541330
11.3.1	Construction Superintendent	541330
11.4.1	Environmental Inspections	541330 or 541620
11.5.1	Construction Scheduling Project Manager	541330
11.6.1	Construction Schedule Support- General	541330
11.7.1	Construction Schedule Support- Relating to Scheduling of Roadway Design	541330
11.8.1	Construction Schedule Support- Relating to Construction Management of Projects Including Bridges or Multi-level Interchanges	541330
12.1.1	Asphaltic Concrete Production	541330 or 541380
12.1.2	Portland Cement Concrete	541330 or 541380
12.1.3	Materials Engineering	541330 or 541380
12.1.4	Asphaltic Concrete Placement	541330 or 541380
12.1.5	Portland Cement Concrete Placement	541330 or 541380
12.1.6	Embankment/Subgrade/Backfill/Base Production	541330 or 541380
12.1.7	Embankment/Subgrade/Backfill/Base Placement	541330 or 541380
12.2.1	Plant Inspection And Testing	541330 or 541380
12.3.1	Coatings Inspection and Material Testing Project Manager	541330 or 541380
12.3.2	Coatings Inspection and Material Testing Task Leader	541330 or 541380
14.1.1	Soil Exploration	541330 or 541380
14.2.1	Geotechnical Testing	541330 or 541380
14.3.1	Transportation Foundation Studies	541330 or 541380
14.4.1	Building Foundation Studies	541330 or 541380
14.5.1	Evaluation & Design of Geotechnical Related Structures	541330 or 541380
15.1.1	Right of Way Surveys	541370
15.2.1	Design Survey	541370
15.2.2	Construction Survey	541370
15.3.1	Aerial Photogrammetry	541370
15.3.2	Terrestrial Photogrammetry	541370
15.3.3	Terrestrial LiDAR	541370
15.3.4	Mobile and Airborne LiDAR	541370
15.3.5	Horizontal and Vertical Control	541370
15.5.1	State Land Surveying	541370
16.1.1	Architecture	541310
16.2.1	Building and Facilities Architecture	541310
16.3.1	Landscape Architecture	541320
17.1.1	Structural Engineering	541330
17.2.1	Mechanical Engineering	541330
17.3.1	Plumbing Engineering	541330
17.4.1	Electrical Engineering	541330
17.5.1	Civil Engineering	541330
17.6.1	Hazardous Building Materials Assessment (Asbestos)	541330 or 541620
17.6.2	Hazardous Building Materials Assessment (Lead)	541330 or 541620

North American Industry Classification System (NAICS) Work Codes
For Federally Funded Contracts

Work Category No.	Category Name	Applicable Disadvantaged Business Enterprise (DBE) NAICS Work Codes
18.2.1	Subsurface Utility Engineering	541330
18.3.1	Utility Adjustment Coordination	541330 or 541618
18.4.1	Utility Engineering	541330
18.5.1	Utility Construction Management and Verification	541330
18.6.1	Utility Management & Coordination Oversight	541330
19.1.1	Value Engineering	541330
Services used to support work done under the precertification work categories		
Support	Drilling and Coring Services (for Engineering services)	541330
Support	Boring, Core Drilling, Foundation Drilling, and Soil Test Drilling	238910
Support	Materials Testing (for Engineering services)	541330
Support	Materials Testing (for testing laboratories)	541380
Support	Traffic Control - Flagging	561990
Support	Traffic Control - Sign erection, highway, road, street or bridge	237310
Support	Traffic Counting	541330 or 541990
Non-listed categories (NLC)		
NLCs	NLC - for Engineering	541330
NLCs	NLC - for Materials Testing	541330 or 541380
NLCs	NLC - for Construction Record Keeper	541330
NLCs	NLC - for Non-engineering, Non-architecture, Non-surveying	To Be Determined

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-37

APPROVAL OF WORK AUTHORIZATION 1 WITH L&G Consulting Engineers, Inc., FOR CONSTRUCTION MATERIAL TESTING IN THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 28th day of September, 2021, by the Board of Directors of the HidalgoCounty 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 the Authority finds it necessary to approve Resolution 2021-36 Approval of Award of Contract by and between the L&G Consulting Engineers, Inc., and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services; and

WHEREAS the Authority finds it necessary to approve 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 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 1 to the Professional Service Agreement with L&G Consulting Engineers, Inc., in the amount of $2,765,349.03 for the 365 Tollway Project, hereto attached as Exhibit A, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization 1 with L&G Consulting Engineers, Inc., as approved by the Board.

*****

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 28th day of September 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Work Authorization 1
to the
Professional Service
Agreement with
L&G Consulting Engineers, Inc.
For
Construction Material Testing Services

WORK AUTHORIZATION NO. 1
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 C, E and F which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is $ 2,765,349.03 and the method of payment is unit cost/specified rate basis as set forth in Attachment E of the Agreement. This amount is based upon fees setforth 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.

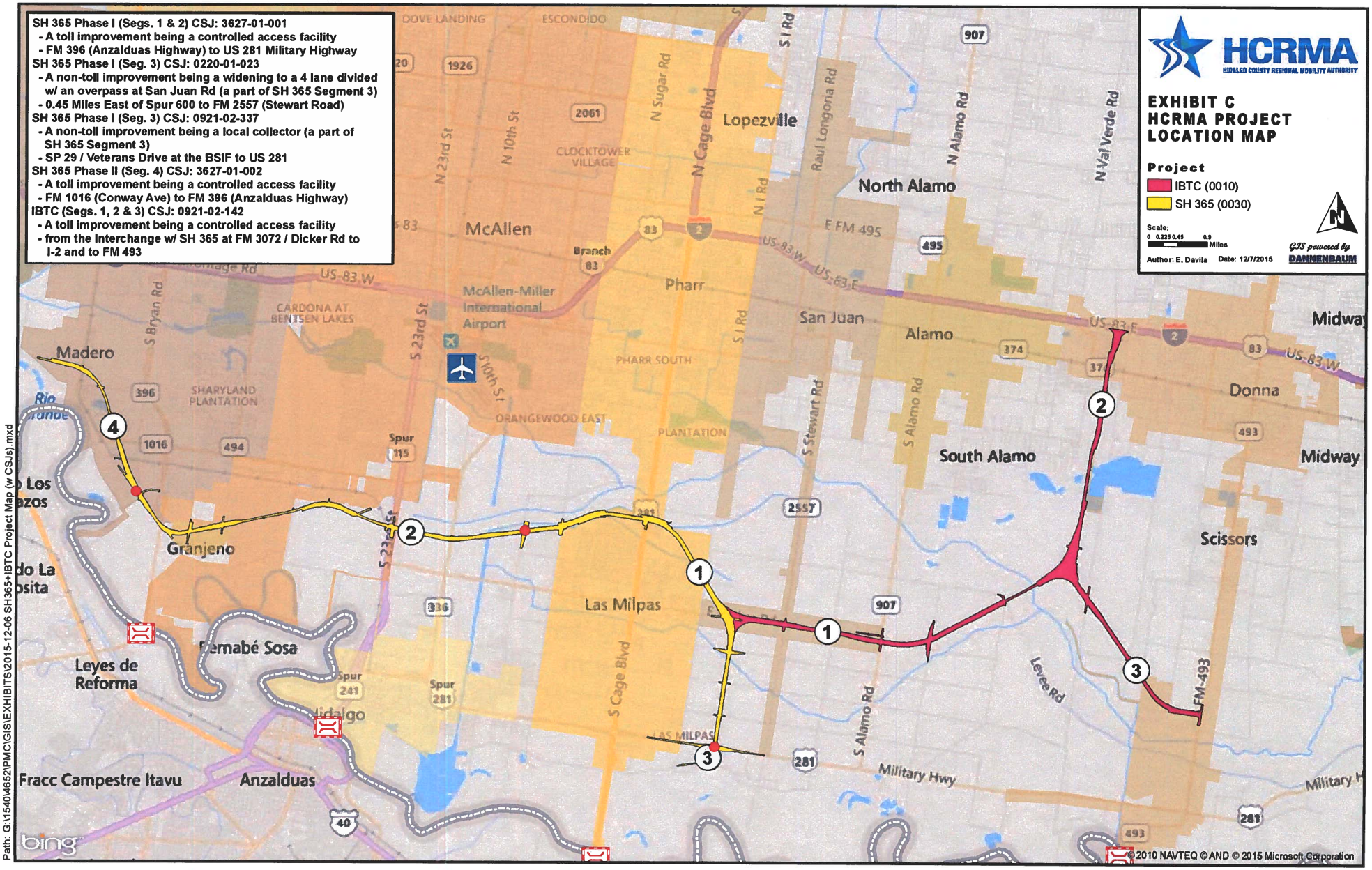
PART III. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Articles III thru V of the Agreement, and Attachment A, Section 1.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on Dec. 13, 2025, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

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

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

THE ENGINEER	**THE AUTHORITY**
(Signature)	(Signature)
Jacinto Garza, P.E.	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
President / CEO	Executive Director
(Title)	(Title)
10-19-21	10/25/2021
(Date)	(Date)


SH 365 Phase I (Segs. 1 & 2) CSJ: 3627-01-001
- A toll improvement being a controlled access facility
- FM 396 (Anzalduas Highway) to US 281 Military Highway
SH 365 Phase I (Seg. 3) CSJ: 0220-01-023
- A non-toll improvement being a widening to a 4 lane divided w/ an overpass at San Juan Rd (a part of SH 365 Segment 3)
- 0.45 Miles East of Spur 600 to FM 2557 (Stewart Road)
SH 365 Phase I (Seg. 3) CSJ: 0921-02-337
- A non-toll improvement being a local collector (a part of SH 365 Segment 3)
- SP 29 / Veterans Drive at the BSIF to US 281
SH 365 Phase II (Seg. 4) CSJ: 3627-01-002
- A toll improvement being a controlled access facility
- FM 1016 (Conway Ave) to FM 396 (Anzalduas Highway)
IBTC (Segs. 1, 2 & 3) CSJ: 0921-02-142
- A toll improvement being a controlled access facility
- from the Interchange w/ SH 365 at FM 3072 / Dicker Rd to I-2 and to FM 493
HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
EXHIBIT C
HCRMA PROJECT
LOCATION MAP
Project
IBTC (0010)
SH 365 (0030)
Scale:
0 0.225 0.45 0.9
Miles
Author: E. Davila
Date: 12/7/2015
GIS powered by
DANNENBAUM
Path: G:\115404652\PM\GIS\EXHIBITS\2015-12-06 SH365+IBTC Project Map (w CSJs).mxd
Lopezville
North Alamo
McAllen
Pharr
San Juan
Alamo
Madero
South Alamo
Donna
Midway
Scissors
Granjeno
Las Milpas
Leyes de Reforma
Fernabé Sosa
Hidalgo
Fracc Campestre Itavu
Anzalduas
Military Hwy
McAllen-Miller International Airport
CARDONA AT BENTSEN LAKES
SHARYLAND PLANTATION
ORANGEWOOD EAST
PHARR SOUTH
PLANTATION
CLOCKTOWER VILLAGE
DOVE LANDING
ESCONDIDO
N Cage Blvd
S Cage Blvd
N Alamo Rd
S Alamo Rd
N Val Verde Rd
Raul Longoria Rd
N Sugar Rd
N 23rd St
N 10th St
S Bryan Rd
S 23rd St
S 10th St
S I Rd
N I Rd
S Stewart Rd
Levee Rd
FM 493
E FM 495
US-83 W
US-83 E
Branch
Spur 115
Spur 241
Spur 281
LAS MILPAS
1
2
3
4
1926
2061
907
495
396
1016
494
336
2557
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493
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ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

APPLICABILITY:

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

ABBREVIATIONS, ABBREVIATIONS, and DEFINITIONS:

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

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
PROJECT DESCRIPTION

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

County/HCRMA: Hidalgo County

CSJ number: 0921-02-368

Project/Description: Provide construction materials testing to assure the materials incorporated into 5.85 miles of Segment 1 [From McColl Road to us281] oN Phase II of 365 Toll highway construction project are subject to verification sampling and testing when required and meet project plans and specifications; and administering Quality Monitoring and Quality Assurance Program. Overall project consists of construction of a 12.4 mile tolled facility from FM 396 & GSA Connector to US 281 (Military Highway), which consists of: of grading, flexible base, lime treated subgrade, asphaltic concrete pavement, concrete pavement, signing and pavement markings, cross culverts, bridge structures, retaining walls, illumination and toll equipment.

Length: 5.85 Miles (Approx)

Highway: 365TOLL (Segment 1)

Limits: From McColl Road to us281 (See Location Map Attached)

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

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

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

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

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

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

The selected Engineer(s) shall have adequate experienced staff and a workload free from constraints to provide the necessary construction material testing for the HCRMA. Staff expertise is to include a Licensed Professional Engineer and certified, experienced staff proficient with TxDOT testing procedures, sampling and testing schedule, and the latest ASSHTO, ASTM and ACI testing requirements [Appendix A] performed and executed as per 2019 TxDOT Quality Assurance Program (~~DB-QAP~~ / DBB-QAP) / 2019 Guide Schedule of Sampling & Testing for Design Bid-Build Projects.

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

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

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

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

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

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

5. The Engineer shall provide technicians certified in accordance with TxDOT Quality Assurance Program for Construction (QAP) or other State approved programs, such as the Texas Asphalt Pavement Association (TxAPA) for Hot Mix Asphalt, and the Soils and Base Certification Program, as listed.

6. The Engineer shall provide certified technicians to perform the following tests:
   - A. Hot Mix Asphalt Testing:
     - a. Level l-A
     - b. Level l-B
     - c. Hot Mix Asphalt Testing • Level II
     - d. All other tests in the Manual of Testing Procedures 200-F Series or ASTM Procedures not covered in Level l-A, Level l-B, or Level II
   - B. Concrete Testing:
     - a. QAP Program for Concrete Testing
     - b. Other tests outlined in the Manual of Testing Procedures 400-A Series or ASTM Procedures that are not included in the QAP Program

7. The Engineer shall perform testing on the project. These tests include all tests listed in State's Guide Schedule of Sampling and Testing dated 2015. Follow the State's Guide Schedule of Sampling and Testing to establish testing frequencies. Testing frequencies may be increased as directed by the HCRMA.
8. The Engineer shall notify the HCRMA, to determine if any tests may be waived
9. The Engineer shall attend preconstruction QA and QC testing meetings prior to beginning work.
10. The Engineer shall:
    - A. Review and recommend approval or rejection of the Quality Control (QC) sampling and testing documentation submitted by the General Contractor for compliance with applicable State and Federal regulations, standards, and contract requirements.
    - B. Verify all tested materials used meet specifications, or identify materials that do not meet specifications and recommend action which should be taken.
    - C. Certify that all tested materials used during construction meet the specifications as outlined in the APPIA Support System.
    - D. Work closely with the HCRMA to resolve all material discrepancies before the next monthly estimate is processed by utilizing the Reports in APPIA.
    - E. Enter all test data in APPIA.
    - F. Enter all mix designs, concrete and asphalt, provided by the General Contractor into APPIA.
    - G. The Engineer shall report failing tests to the HCRMA within twenty-four (24) hours.

SUMMARY OF DELIVERABLES:

The Engineer shall provide the following:

1. Monthly Progress Reports
2. Quarterly Material Test Reports
3. Sampling and testing personnel qualification
4. Final document file (maintained in project control system during project execution. Final structure of file will be determined during project implementation, an example of content is provided below)
   - A. Construction Oversight Documentation
     - a. Testing reports and Testing documentation as applicable
     - b. Test Exception Letter
     - c. Certification Verifications
     - d. Photographs
   - B. Project Correspondence File (Design and Construction)
     - a. E-mail files
     - b. Letters
     - c. Memos
     - d. Meeting Minutes
     - e. Monthly Deficiency Reports to track material issues (one (1) per month)
     - f. Misc. correspondence

EXHIBIT D

ESTIMATED HOURS AND TEST

BREAKDOWN

EXHIBIT D

ESTIMATED MAN-HOURS AND 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 proposer compaction as required by project plans and specifications.

								378kC/3.5MF CY
		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Liquid Limit		Tex-104-E	PI>15 – Every 5,000 CY	Included with PI	Each			$0.00
Plasticity Index		Tex-106-E	PI>15 – Every 5,000 CY		Each	780	$95.00	$74,100.00
Gradation (Part I)		Tex-110-E PI	Every 10,000 CY		Each	390	$89.00	$34,710.00
Gradation (Part II)		Tex-110-E PII	Every 10,000 CY		Each	390	$117.00	$45,630.00
Moisture/Density		Tex-114-E	One per Each Material	Assume40 (per 100k CY)	Each	40	$255.00	$10,200.00
In-Place Density		Tex-115-E	Every 5,000 CY or 6,000	Add 20% inc for lifts	Each	850	$68.00	$57,800.00
Tech Time (Reports)				LL/PI, Grad, MD, FD	Hour	920	$68.20	$58,924.00
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 a 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 Matl.		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
Fineness Mod.		Tex-402-A	Each 1,000 CY(ea source)		Each	14	$58.78	$822.92
Deleterious 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-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	$23.69	$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	1872	$68.20	$127,670.40
# 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 a 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 Matl.		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 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-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	$5,027.04
Temperature		Tex-422-A	One per 2 Sets		Each	144	$23.69	$3,396.96
Tech Time (Reports)				CA,FA,MF,Conc.	Hour	238	$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	$46,900.00
**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 a 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 Matl.		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	$1,235.00
Fineness Mod.		Tex-402-A	Each 1,000 CY(ea source)		Each	13	$58.78	$764.14
Deleterious 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-418-A	Each 60 CY(2 Sets = 4 Cyl.)		Each	920	$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	$23.69	$4,856.95
Tech Time (Reports)				CA,FA,MF,Conc.	Hour	336	$68.20	$22,915.20
Tech Time (Aggr)					Hour	104	$68.20	$7,092.80
Tech Time (Conc)					Hour	1640	$68.20	$111,848.00
# 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 a 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 Matl.		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	$68.78	$68.78
Deleterious 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 CRSOC 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	4	$23.00	$92.00
Slump		Tex-415-A	One per 2 Sets		Each	1	$29.90	$29.90
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	$3,167.38

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 a the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

		TxDOT Test	TxDOT Guide Specs	AdditionalAssumptions	Unit	Qty.	Contract Rate	4k CY Total
Concrete								
*Strength		Tex-418-A	Each 180 CY(1 Set = 2 Cyl.)	AdjustPer Str & Placement	Each	44	$23.00	$1,012.00
Slump		Tex-415-A	Not Required	Not Required	Each	0	$29.90	$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)	Miles	1100	$6.00	$6,600.00
**Admin/Clerical					Hour	18	$61.96	$1,116.10
							Item Subtotal	$18,497.92

Batching for Hydrulic 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	AdditionalAssumptions	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 preperation, holding and curing of strength specimen costs

~ 1 Set is defined as 2 Cylinders (7-day or 28-day)
~ All Structural Concrete requires a minimum2 Sets per Test Location (4 Cyl.)
** Project AdministrativeFee is assessed on a per invoice basis and involves engineering review, evaluation, management and administration

Summary

Sub-Total (CMT Items) =		$2,376,150.38
Engineer (Coor. w/ Client / Rpt. Rev.)	(1036 hrs x 133.98 Hr.)	$138,803.28
Constuction Materials Testing Sub-Total (Road, Brg, Misc.) :		$2,513,953.66
Contingency (Estimated at 10%) :		$251,395.37
Constuction Materials Testing Total (ALL):		**$2,765,349.03**

ATTACHMENT E

FEE SCHEDULE

TEST NO.	CMT Firm: L&G ENGINEERING Date: 09/13/2021			2020-23					
	Geotechnical Services		**Unit**	**20210830 FINAL RATES**					**COMMENTS**
1	Mobilization/Demobilization		each	$ 400.00					$6/mile for anything < 67 miles per trip or $400 > 67 miles
	Drilling, Logging, &Recovering Samples (With TCP)		per mile	$6					
2A	1. Depth ≤ 50 feet		Tex-132-E (every 5 feet)	$ 38.00					
2B	2. Depth ≥ 50 feet		linear foot	$ 40.00					
	Drilling, Logging, &Recovering Samples (Without TCP)								
3A	1. Depth ≤ 50 feet , ,		linear foot	$ 30.61					
3B	2. Depth ≥ 50 feet , ,		linear foot	$ 32.57					
4	Rock Coring (Soft Rock) [2]		linear foot	$ 33.00					
5	Rock Coring (Hard Rock) [2]		linear foot	$ 36.00					
6	Staking Borings and Utility Locations		hour	$ 121.67					
	Standby Time (sampling)		hour	$ 297.74					
7A	1. Hot Mix Asphalt (minumum of one hour)		each	$ 117.05					
7B	2. Concrete (minumum of one hour)		each	$ 173.34					
8	Piezometer - 2 inch (including well completion and installation)		linear foot	$ 48.36					
9	Grouting of Borings		linear foot	$ 6.86					
10	Traffic Control - Major		day	$ 3,000.00					
	Laboratory Test	**Test Method**	**Unit**						
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	Standard 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 Test 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~~					No need for this rate.
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					
	Laboratory Test	**Test Method**							
	Soils & Base Testing								
40	Sampling	Tex-400-A	hour	$ 66.15					
41	Sample Preparation	Tex-101-E	each	$ 68.00					
42	Determining Slaking 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 conjunctin 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 [4]	Tex-117-E, Part I	each	$ 1,650.00					
58	Texas Triaxial Compression [4]	Tex-117-E, Part II	each	$ 1,510.00					
59	Quality Assurance (QA) Series for Flexible Base [7] [8]	See Foot Notes	each	$ 2,246.91					
60	Soil- Cement Testing [7]	Tex-120-E, Part II	each	$ 439.45					
61	Soil- Lime Testing [7]	Tex-121-E, Part II	each	$ 430.11					
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 [5]	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	Texas Cone Penetration	Tex-132-E	each	$ 46.34					
70	Freezing and Thawing Tests oc 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 os 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-148-E	each	$ 231.70					
76	Determining Chotide and Sulfate Contents in Soils	Tex-620-J	each	$ 88.16					
77	Free Swell Test	EM1110-2-1906	each	$ 195.00					
78	Pressure Swell Test	EM1110-2-1906	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~~					Repeated on Line 11
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								
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					
	Hot Mix Asphalt Testing								
97	Sieve Analysis of Fine and Coarse Aggregates	Tex-200-F	each	$ 95.00					
98	Bulk Specific Gravity and Water Absorption of Aggregates	Tex-201-F	each	$ 95.00					
99	Apparent Specific Gravity of Material Finer Than 180 µm (No. 80) Sieve	Tex-202-F	each	$ 65.00					
100	Sand Equivalent Test	Tex-203-F	each	$ 95.50					
101	Labertory Method of Mixing Bituminous Mixtures	Tex-205-F	Set of 3	$ 187.00					
102	Compacting Specimens Using the Texas Gyratory Compactor (TG	Tex-206-F	Set of 3	$ 113.04					
103	Determining Bulk Specific Gravity of Compacted Bituminuous Mixtures	Tex-207-F (I)	each	$ 50.00					
104	Determining In-Place Density of Compacted Bituminuous Mixtures (Nuclear Method)	Tex-207-F (III)	each	$ 45.00					
105	Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (IV)	each	$ 88.69					
106	Segregation Profile	Tex-207-F (V)	each	$ 250.00					
107	Joint Density	Tex-207-F (VII)	each	$ 250.00					
108	Test of Stabilometer Value of Bituminous Mixtures	Tex-208-F	set of 3	$ 175.00					
109	Determining Asphalt Content of Bituminous Mixtures by Extraction	Tex-210-F	each	$ 200.00					
110	Recovery of Asphalt from Bituminou Mixtures by the Abson Pro	Tex-211-F	each	$ 300.00					
111	Determining Moisture Content of Bituminous Mixtures	Tex-212-F	each	$ 55.79					
112	Determining Hydrocarbon-Volatile Content of Bituminous Mixture	Tex-213-F	each	$ 131.76					
113	Determining Deleterious Material and Decantation Test for Coarse Aggregates	Tex-217-F	each	$ 110.00					
114	Indirect Tensile Strength Test	Tex-226-F	each	$ 520.24					
115	Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	each	$ 105.31					
116	Determining Asphalt Content of Bituminous Mixtures by the Nuclear	Tex-228-F	each	$ 147.05					
117	Combined HMAC Cold-Belt Sampling and Testing Procedure	Tex-229-F	each	$ 83.50					
118	Determining Draindown Characteristics in Bituminous Mixtures	Tex-235-F	each	$ 75.00					
119	Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex-236-F	each	$ 168.25					
120	Asphalt Release Agents	Tex-239-F	each	$ 90.00					
121	Superpave Gyratory Compacting of Test Specimens of Bituminous	Tex-241-F	each	$ 158.11					
122	Hamburg Wheel Tracker	Tex-242-F	each	$ 600.00					
123	Tack Coat Adhesion	Tex-243-F	each	$ 185.00					
124	Thermal Profile	Tex-244-F	each	$ 164.50					
125	Cantabro Loss	Tex-245-F	each	$ 219.67					
126	Permeability or Water Flow of Hot Mix Asphalt	Tex-246-F	each	$ 83.50					
127	Overlay Test	Tex-248-F	set of 3	$ 762.22					
128	Flat and Elongated Particles	Tex-280-F	each	$ 77.36					
129	Sampling Bituminous Materials, Pre-Molded Joint Fillers, and Joint	Tex-500-C	each	$ 87.00					
130	Asphalt Binder Water in Petroleum	Tex-501-C AASHTO T55	each	$ 125.25					No original cost presented for consideration
131	Penetration of Bituminous Materials	Tex-502-C AASHTO T49	each	$ 148.83					No original cost presented for consideration
132	Ductility of Asphalt Materials	Tex-503-C AASHTO T51	each	$ 141.50					No original cost presented for consideration
133	Flash and Fire Points by Cleveland Open Cup	Tex-504-C AASHTO T48	each	$ 70.56					No original cost presented for consideration
134	Softening Point of Bitumen (Ring and Ball Apparatus	Tex-505-C AASHTO T53	each	$ 120.27					No original cost presented for consideration
135	Solubility of Bituminous Materials	Tex-507-C AASHTO T44	each	$ 147.75					No original cost presented for consideration
136	Specific Gravity	Tex-508-C AASHTO T228	each	$ 96.00					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 Air 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 T79	each	$ 113.88					No original cost presented for consideration
140	Saybolt Viscosity	Tex-513-C AASHTO T72	each	$ 89.02					No original cost presented for consideration
141	Cutback Asphalts - Specific Gravity, API Gravity, or Density of Cutback Asphalts by Hdyrometer Method; Emulsified Asphalts - Weight per Gallon of Emulsified Asphalt	Tex-514-C ASTM D3142 ASTM D244	each	$ 423.00					No original cost presented for consideration
142	Distillation of Cutback Asphalt Products	Tex-515-C AASHTO T78	each	$ 205.67					No original cost presented for consideration
143	Float Test for Bituminous Materials	Tex-519-C AASHTO T50	each	$ 87.83					No original cost presented for consideration
144	Standard Test Method for Emulsified Asphalts	Tex-521-C AASHTO T59	each	$ 241.88					No original cost presented for consideration
145	Viscosity of Asphalts by Vacuum Capillary Viscometer	Tex-528-C AASHTO T202	each	$ 47.50					No original cost presented for consideration
146	Kinematic Viscosity of Asphalts (Bitumens)	Tex-529-C AASHTO T201	each	$ 89.02					No original cost presented for consideration
147	Boil Test (Effect of Water on Paving Mix)	Tex-530/531-C	each	$ 153.50					
148	Field Coring - ACP Thickness	ASTM D3549	each	$ 124.25					
149	Pavement Thickness Determin. (Full Depth)	ASTM D3549	each	$ 153.00					
150	Determining Polymer Additive Percentages in Polymer Modified	Tex-533-C	each	$ 82.50					No original cost presented for consideration
151	Calculating Viscosity from Penetration	Tex-535-C	each	$ 87.06					No original cost presented for consideration
152	Elastic Recovery of Tensile Deformation Using a Ductilometer	Tex-539-C	each	$ 79.13					No original cost presented for consideration
153	Measurement of Polymer Separation on Heating in Modified Asphalat	Tex-540-C	each	$ 129.50					No original cost presented for consideration
154	Rolling Thin Film Oven Test for Asphalt Binders	Tex-541-C AASHTO T240	each	$ 189.00					No original cost presented for consideration
155	Flexural Creep Stiffness Using the Bending Beam Rheometer	AASHTO T313	each	$ 275.00					No original cost presented for consideration
156	Determining Rheological Properties of Asphalt Binder Using a Dy	AASHTO T315	each	$ 244.13					No original cost presented for consideration
157	Determining Breaking Index for Asphalt Emulsions	Tex-542-C	each	$ 251.89					No original cost presented for consideration
158	Resilience Test for Sealants and Repair Materials	Tex-547-C	each	$ 305.36					No original cost presented for consideration
159	Tensile Strain to Failure	Tex-548-C	each	$ 84.00					No original cost presented for consideration
160	Cone Flow Test	Tex-549-C	each	$ 87.50					No original cost presented for consideration
161	Flexibilty Test for Sealants and Repair Materials	Tex-550-C	each	$ 302.50					No original cost presented for consideration
162	Settlement of Sealants and Repair Materials	Tex-551-C	each	$ 118.50					No original cost presented for consideration
	Concrete & Aggregate Testing								
163	Sieve Analysis for Conc. Agg	Tex-401-A	each	$ 95.00					
164	Fineness Modulus for Conc. Agg	Tex-402-A	each	$ 58.78					
165	SSD Specific Gravity / Absorption Conc. Agg	Tex-403-A	each	$ 88.00					
166	Unit Weight of Conc. Agg	Tex-404-A	each	$ 60.00					
167	Determining Pacent Voids and Solids in Concrete	Tex-405-A	each	$ 75.94					
168	Decantation for Conc. Agg	Tex-406-A	each	$ 65.00					
169	Organic Impurities for Conc. Agg	Tex-408-A	each	$ 65.00					
170	Free Moisture and Water Absorption in Aggregate for Concrete	Tex-409-A	each	$ 66.00					
171	L.A. Abrasion	Tex-410-A	each	$ 520.00					
172	5 Cycle Magnesium Soundness	Tex-411-A	each	$ 520.48					
173	Deleterious Material for Conc. Agg	Tex-413-A	each	$ 77.25					
174	Air Content of Fresh Concrete by Volumeteric	Tex-414-A	each	$ 33.10					
175	Slump of Fresh Concrete	Tex-415-A	each	$ 29.90					
176	Air Content of Fresh Concrete by Pressure	Tex-416-A	each	$ 34.91					
177	Unit Weight, Yield and Air Content (Gravimetric) of Concrete	Tex-417-A	each	$ 60.13					
178	Comp. Strength of Cyl. Conc. Specimen	Tex-418-A	each	$ 23.00					
179	Measure Temp. of Fresh Conc.	Tex-422-A	each	$ 23.59					
180	Obtaining & Testing Drilled Conc. Cores	Tex-424-A	each	$ 333.73					
181	Absorption and Dry Bulk Specific Gravity of Lightweight Coarse	Tex-433-A	each	$ 105.40					No original cost presented for consideration
182	Test Flow of Grout Mixtures (Flow Cone Method)	Tex-437-A	each	$ 125.00					No original cost presented for consideration
183	Accelerated Polish Test for Coarse Aggregate	Tex-438-A	each	$ 891.21					No original cost presented for consideration
184	Det. Comp. Strength of Grouts	Tex-442-A	each	$ 31.00					
185	Making & Curing Conc. Test Specimen	Tex-447-A	each	$ 19.91					
186	Flexural Strength of Concrete Using Simple Beam Third-Point Load	Tex-448-A	each	$ 49.23					No original cost presented for consideration
187	Capping Cyl. Conc. Specimen	Tex-450-A	each	$ 22.25					
188	Degradation of Coarse Aggregate by Micro-Devel Abrasion	Tex-461-A	each	$ 288.80					
189	Uniformity of Concrete	Tex-472-A	each	$ 189.63					
	Additional Testing	**Test Method**	**Unit**						
190	Geogrid Testing	Tex-821-J	each	$ 800.20					
191	Water Quality Testing	Tex-819-J	each	$ 179.25					
192	Lime Testing	Tex-600-J	each	$ 411.24					
193	Operating Inertial Profilers and Evaluating Pavement Profiles	Tex-1001-S	each	$ 1,800.00					No original cost presented for consideration
194	Vane Shear Testing	ASTM D2573	each	$ 338.00					
	Miscellaneous Testing	**Test Method**	**Unit**						
195	Structural Field Welding	NA	hour	$ 150.00					No original cost presented for consideration
	Equipment & Supplies for MT & UT		day	$ 150.00					No original cost presented for consideration
	Other Direct Expenses		**Unit**						
	Photocopies B/W (8 1/2" X 11")		each	$ 0.15					
	Photocopies B/W (11" X 17")		each	$ 0.23					
	Photocopies Color (8 1/2" X 11")		each	$ 0.82					
	Photocopies Color (11" X 17")		each	$ 1.41					
	Digital Ortho Plotting		sheet	$ 2.43					
	CADD Plotting		linear foot	$ 1.00					
	Plots (B/W on Bond)		linear foot	$ 0.91					
	Plots (Color on Bond)		linear foot	$ 1.75					
	Plots (Color on Photgraphic Paper)		linear foot	$ 2.72					
	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	$ 186.90
Senior Geotechnical Engineer	$ 65.00	$ 210.50	$ 166.32
Geotechnical Engineer	$ 62.00	$ 192.20	$ 136.40
Project Engineer	$ 56.00	$ 173.60	$ 133.98
Engineering Lab Manager	$ 40.00	$ 124.00	$ 94.71
Utility Coordinator	$ 38.00	$ 117.80	$ 110.98
Senior Project Inspector	$ 38.00	$ 117.80	$ 99.75
Project Inspector	$ 30.00	$ 93.00	$ 73.92
EIT	$ 40.00	$ 124.00	$ 88.00
Engineer Tech / GIS	$ 27.00	$ 83.70	$ 76.60
Logger	$ 22.00	$ 68.20	$ 62.00
Field Technician (Soils, Aggr, Asph, Conc)	$ 22.00	$ 68.20	$ 68.20
CADD Operator	$ 22.00	$ 68.20	$ 77.50
Admin/Clerical	$ 22.00	$ 68.20	$ 61.95

ATTACHMENT E-1
Final Cost Proposal Form

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

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

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

EXHIBIT F

WORK SCHEDULE

EXHIBIT F

WORK SCHEDULE

HCRMA Construction & Materials Testing Services
TOLL365 (SH 365)

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

ATTACHMENT H-1

Subprovider Monitoring System
Commitment Worksheet

Contract #: 01-M01-21-01 Assigned Goal: 6.0% Federally Funded_____ County Funded _____
Prime Provider: L&G Consulting Engineers, Inc. Total Contract Amount: $2,765,349.03
Prime Provider Info: DBE____HUB___Both ___
Vendor ID #: 1-74-30079289 DBE/HUB Expiration Date: _____
(First 11 Digits Only)

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st 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 ***
B2Z Engineering	CMT - Field Sampling & Test	13715808781	D	12-31-2021	$167,422.38
Subprovider(s) Contract or % of Work* Totals					

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

Total DBE **or** HUB Commitment Dollars $167,422.38 (DBE)

Total DBE **or** HUB Commitment Percentages of Contract 6% (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 #: **01-M01-21-01** Assigned Goal: **6.0%** Prime Provider: L&G Consulting Engineers, Inc.
Work Authorization (WA)#: **1** WA Amount: **$2,765,349.03** Date: _____
Supplemental Work Authorization (SWA) #:_____ to WA #:_____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
FC Hydraulic Cement (Class A, D, C, S, SS) Field Test & Batching	**$165,920.95**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$165,920.95**

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

Provider Name: L&G Consulting Engineers, Inc. **Address: 2100 W. Expressway 83** **Mercedes, TX 78570** **VID Number:** 1-74-3007928900 **PH: & FAX: 956-585-1909** **Email: jacinto@lgengineers.com**	**Name:** Jacinto Garza, P.E. ***(Please Print)*** **Title:** ~~President / CEO~~ 10-19-21 **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** B2Z Engineering, LLC **VID Number:** 13715808781 **Address:** 900 S. Stewart Rd., Ste. 4, Mission, TX 78572 **PH:** 956-585-3773 **Email:** Hector@B2ZEng.com	**Name:** Aisha Gonzalez ***(Please Print)*** **Title:** President 10/6/21 **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**

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

Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a **DBE** in accordance with Federal Regulations 49 CFR, Part 26

B2Z ENGINEERING, LLC (VN 23626)

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month.

Current certification information will be listed in the TUCP Directory.
The TUCP Directory website is www.txdot.gov

Tamela C. Saldana, Ph.D., Director
DBE & SBE Programs
Office of Civil Rights

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-38

APPROVAL OF AWARD OF CONTRACT WITH TERRACON CONSULTANTS, INC. FOR CONSTRUCTION MATERIAL TESTING SERVICES FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 28th day of September, 2021, by the Board of Directors of the HidalgoCounty 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 the Authority finds it necessary to approve Resolution 2021-38 Approval of Award of Contract by and between the Terracon Consultants, Inc., and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services in the amount of $1,950,258.64.

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 Award of Contract by and between Terracon Consultants, Inc., and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services in the amount of $1,950,258.64, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Professional Service Agreement for Construction Material Testing with Terracon Consultants, Inc., as approved by the Board.

*****

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 28th day of September 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Main
Professional Service
Agreement with
Terracon Consultants, Inc.
For
Construction Material Testing Services

STATE OF TEXAS §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING / DESIGN SERVICES

THIS CONTRACT FOR ENGINEERING SERVICES is made by and between the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter the "Authority") and Terracon Consultants, Inc. Engineering, LLC. (hereinafter the "Engineer"), having its principal business address at 1506 Mid-Cities Drive, Pharr, TX 78577 for the purpose of contracting for engineering services (hereinafter the "Agreement").

WITNESSETH

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

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

WHEREAS, pursuant to the Procurement and the Authority Board of Director's (the Board's) ranking of respondents thereto, the Board finds it to be in the best interest of the Authority to engage the Engineer to provide verification sampling and testing services as required by the 2019 TxDOT Guide Schedule of Sampling & Testing for Design Bid-Build Projects and adopted Quality Assurance Program (QAP) to assure that materials and workmanship incorporated into highway construction projects are in reasonable conformity with the requirements of the approved plans and specifications, including any approved changes as required for the development of the Project, as approved by the Authority to wit: **{ PROVIDE CONSTRUCTION MATERIALS TESTING TO ASSURE THE MATERIALS INCORPORATED INTO THE 12.23 MILES OF SEGMENT 1 [FROM MCCOLL ROAD TO US281] AND SEGMENT 2 [FROM FM396, ANZALDUAS HIGHWAY/GSA CONNECTOR] ON PHASE II OF 365 TOLL HIGHWAY CONSTRUCTION PROJECT HIGHWAY CONSTRUCTION PROJECT ARE SUBJECT TO VERIFICATION SAMPLING AND TESTING WHEN REQUIRED AND MEET PROJECT PLANS AND SPECIFICATIONS; AND ADMINISTERING QUALITY MONITORING AND QUALITY ASSURANCE PROGRAM. OVERALL PROJECT CONSISTS OF CONSTRUCTION OF A 12.23 MILE TOLLED FACILITY FROM FM 396 & GSA CONNECTOR TO US 281 (MILITARY HIGHWAY), WHICH CONSISTS OF: OF GRADING, FLEXIBLE BASE, LIME TREATED SUBGRADE, ASPHALTIC CONCRETE PAVEMENT, CONCRETE PAVEMENT, SIGNING AND PAVEMENT MARKINGS, CROSS CULVERTS, BRIDGE STRUCTURES, RETAINING WALLS, ILLUMINATION AND TOLL EQUIPMENT.** (the "Project");

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

AGREEMENT

ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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

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

ARTICLE II
AGREEMENT PERIOD

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 13, 2025 unless the Agreement period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Section 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Section 14, Termination. Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

ARTICLE III
COMPENSATION

3.1 Maximum Amount Payable. The maximum amount payable under this contract is $1,950,258.64 unless modified (1) modified written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements or (2) modified through a work authorization as set forth in Article V, provided that such work authorizations is adopted by Board action.

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

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

3.4 **Engineer Payment of Subproviders**. No later than ten (10) days after receiving payment from the Authority, the Engineer shall pay all subproviders for work performed under a subcontract authorized

hereunder. The Authority may withhold all payments that have or may become due if the Engineer fails to comply with the ten-day payment requirement. The Authority may also suspend the work under this Agreement or any work authorization until subproviders are paid. This requirement also applies to all lower tier subproviders, and this provision must be incorporated into all subcontracts related to the project.

ARTICLE IV
PAYMENT REQUIREMENTS

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

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

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

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

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

4.6 **Required Reports.**

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

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

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

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

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

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

ARTICLE V
WORK AUTHORIZATIONS

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

ARTICLE VI
SIGNATORY WARRANTY

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

ARTICLE VII
NOTICES

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

Engineer:	**Authority:**
Terracon Consultants, Inc. Pharr Office, 1506 Mid Cities Drive Pharr, Texas 78577 Attn: Jorge A Flores, P.G., Client Manager	Hidalgo County Regional Mobility Authority (HCRMA) 203 W. Newcombe Ave. Pharr, Texas 78577 Attn: Pilar Rodriguez, P.E., Executive Director

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

ARTICLE VIII
INCORPORATION OF PROVISIONS

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

SIGNATORIES

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

AUTHORITY	**ENGINEER**
By: _____	By: _____
Name: Pilar Rodriguez	Name: Jorge A Flores, P.G.
Title: Executive Director	Title: Client Manager
Hidalgo County Regional Mobility Authority	Terracon Consultants, Inc.
Date: _____	Date: _____

:

LIST OF ATTACHMENTS TO AGREEMENT
FOR ENGINEERING SERVICES
INCORPORATED INTO THE AGREEMENT BY REFERENCE

Attachments	Title
A	General Provisions
B	Services to Be Provided by the Authority
C	Services to Be Provided by the Engineer
D	Work Authorization Forms
D-1	Work Authorization Form for Agreement for Engineering Services
D-2	Supplemental Work Authorization Form
E	Fee Schedule
E-1	Final Cost Proposal Form
E-2	Rate Sheets
E-3	Maximum Amount Payable
F	Work Schedule
G	Contract Deliverables/Computer Graphics Files for Document and Information Exchange, if applicable
H	DBE Participation
H-MOU	Memorandum of Understanding
H-Instructions	Instructions As per 49CFR 26.21
H-FG	Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts – See Attachment H Instructions
H–FN	Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts – See Attachment H Instructions
H–SG	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – County of Texas HUB. Subcontracting plan required – See Attachment H Instructions
H–SN	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – No County of Texas HUB
H–1	Subprovider Monitoring System Commitment Worksheet
H–2	Subprovider Monitoring System Commitment Agreement
H–3	Monthly Progress Assessment Report
H-4	Subprovider Monitoring System Final Report
H-5	Federal Subproviders and Supplier Information
H-6	HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report
H-7	DBE Certifications
I	Certificate of Insurance
J	Conflicts of Certification
K	Debarment Certification
L	2019 Quality Assurance Program for Design Bid Build Projects
M	2019 Guide Schedule of Sampling & Testing for Design Bid-Build Projects

ATTACHMENT A
GENERAL PROVISIONS

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3	Suspension of Work
4	Additional Work
5	Changes in Work
6	Supplemental Agreements
7	Ownership of Data
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10	Subcontracting
11	Inspection of Work
12	Submission of Reports
13	Violation of Contract Terms (Breach of Agreement)
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16	Indemnification
17	Engineer's Responsibility
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ATTACHMENT A
GENERAL PROVISIONS

SECTION 1. WORK AUTHORIZATIONS

A. Use. The Engineer shall not begin any work until the Authority and the Engineer have signed a work authorization. Costs incurred by the Engineer before or after the completion date specified in the work authorization are not eligible for reimbursement. All work must be completed on or before the completion date specified in the work authorization, and no work authorization completion date shall extend beyond the Agreement period set forth in Article II of the Agreement (Agreement Period).

B. Contents. Each work authorization will include: (1) types of services to be performed; (2) a period of performance with a beginning and ending date; (3) a full description of the work to be performed; (4) a work schedule with milestones; (5) a cost not to exceed amount, (6) the basis of payment whether cost plus fixed fee, unit cost, lump sum, or specified rate; and (7) a work authorization budget calculated using fees set forth in Attachment E, Fee Schedule. The Engineer is not to include additional Agreement terms and conditions in the work authorization. In the event of any conflicting terms and conditions between the work authorization and the Agreement, the terms and conditions of the Agreement shall prevail and govern the work and costs incurred.

C. Work Authorization Budget. A work authorization budget shall set forth in detail (1) the computation of the estimated cost of the work as described in the work authorization, (2) the estimated time (hours/days) required to complete the work at the hourly rates established in Attachment E, Fee Schedule; (3) a work plan that includes a list of the work to be performed, (4) a stated maximum number of calendar days to complete the work, and (5) a cost-not-to-exceed-amount or unit or lump sum cost and the total cost or price of the work authorization. The Authority will not pay items of cost that are not included in or rates that exceed those approved in Attachment E.

D. No Guaranteed Work. Work authorizations are issued at the discretion of the Authority. While it is the Authority's intent to issue work authorizations hereunder, the Engineer shall have no cause of action conditioned upon the lack or number of work authorizations issued.

E. Incorporation into Agreement. Each work authorization shall be signed by both parties and become a part of this Agreement. No work authorization will waive the Authority's or the Engineer's responsibilities and obligations established in this Agreement. The Engineer shall promptly notify the Authority of any event that will affect the schedule or completion of the work authorization.

F. Supplemental Work Authorizations. Before additional work may be performed or additional costs incurred, a change in a work authorization shall be enacted by a written supplemental work authorization in the form identified and attached hereto as Attachment D. Both parties must execute a supplemental work authorization within the period of performance specified in the work authorization. The Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with the performance or prior to the execution of the work authorization. The Engineer shall allow adequate time for review and approval of the supplemental work authorization by the Authority prior to expiration of the work authorization. Any supplemental work authorization must be executed by both parties within the time period established in Article II of the Agreement, (Agreement Period). Under no circumstances will a work authorization be allowed to extend beyond the Agreement's expiration date, unless a supplemental to the Agreement is approved by both parties extending the Agreement date.

F-1. More Time Needed. If the Engineer determines or reasonably anticipates that the work authorized in a work authorization cannot be completed before the specified completion date, the Engineer shall promptly notify the Authority. The Authority may, at its sole discretion, extend the work authorization period by execution of a supplemental to the work authorization, using the form attached hereto as Attachment D.

F-2. Changes in Scope. Changes that would modify the scope of the work authorized in a work authorization must be enacted by a written supplemental to the appropriate work authorization. The Engineer must allow adequate time for the Authority to review and approve any request for a time extension prior to expiration of the work authorization. If the change in scope affects the amount payable under the work authorization, the Engineer shall prepare a revised work authorization budget for the Authority's approval.

G. New Work Authorization. If the Engineer does not complete the services authorized in a work authorization before the specified completion date and has not requested a supplemental to the appropriate work authorization, the work authorization shall terminate on the completion date. At the sole discretion of the Authority, it may issue a new work authorization to the Engineer for the incomplete work using the unexpended balance of the preceding work authorization for the project. If approved by the Authority, the Engineer may calculate any additional cost for the incomplete work using the rates set forth in the preceding work authorization and in accordance with Attachment E, Fee Schedule.

H. Emergency Work Authorizations. The Authority, at its sole discretion, may accept the Engineer's signature on a faxed copy of the work authorization as satisfying the requirements for executing the work authorization, provided that the signed original is received by the Authority within five (5) business days from the date on the faxed copy.

I. Deliverables. Upon satisfactory completion of the work authorization, the Engineer shall submit the deliverables as specified in the executed work authorization to the Authority for review and acceptance.

J. Performance Standards. Unless authorized by the Authority and the Texas Department of Transportation, if applicable, work performed under this Agreement shall be developed in accordance with the latest version of the Texas Department of Transportation's manuals.

SECTION 2. PROGRESS

A. Progress meetings. The Engineer shall from time to time during the progress of the work confer with the Authority. The Engineer shall prepare and present such information as may be pertinent and necessary or as may be requested by the Authority in order to evaluate features of the work.

B. Conferences. At the request of the Authority or the Engineer, conferences shall be provided at the Engineer's office, the office of the Authority, or at other locations designated by the Authority. These conferences shall also include evaluation of the Engineer's services and work when requested by the Authority.

C. Inspections. If federal funds are used to reimburse costs incurred under this Agreement, the work and all reimbursements will be subject to periodic review by the Texas Department of Transportation and the U. S. Department of Transportation.

D. Reports. The Engineer shall promptly advise the Authority in writing of events that have a significant impact upon the progress of a work authorization, including:

1. Problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by Authority judgment of the action taken or contemplated, and any or federal assistance needed to resolve the situation; and
2. Favorable developments or events which enable meeting the work schedule goals sooner than anticipated.

E. Corrective Action. Should the Authority determine that the progress of work does not satisfy the milestone schedule set forth in a work authorization, the Authority shall review the work schedule with the Engineer to determine the nature of corrective action needed.

SECTION 3. SUSPENSION OF WORK AUTHORIZATION

A. Notice. Should the Authority desire to suspend a work authorization but not terminate the Agreement, the Authority may verbally notify the Engineer followed by written confirmation, giving ten (10) day notice. Both parties may waive the ten-day notice in writing.

B. Reinstatement. A work authorization may be reinstated and resumed in full force and effect within sixty (60) business days of receipt of written notice from the Authority to resume the work. Both parties may waive the sixty-day notice in writing.

C. Agreement Period Not Affected. If the Authority suspends a work authorization, the Agreement period as determined in Article II of the Agreement (Agreement Period) is not affected and the Agreement and the work authorization will terminate on the date specified unless the Agreement or work authorization is amended to authorize additional time.

D. Limitation of Liability. The Authority shall have no liability for work performed or costs incurred prior to the date authorized by the Authority to begin work, during periods when work is suspended, or after the completion date of the Agreement or work authorization.

SECTION 4. ADDITIONAL WORK

A. Notice. If the Engineer is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, it shall promptly notify the Authority in writing, presenting the facts of the work authorization and showing how the work authorization constitutes additional work.

B. Supplemental Agreement. If the Authority finds that the work does constitute additional work, the Authority shall so advise the Engineer and a written supplemental agreement will be executed as provided in Attachment A, General Provisions, Section 6, Supplemental Agreements.

C. Limitation of Liability. The Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with or prior to the execution of a supplemental agreement.

ATTACHMENT A
GENERAL PROVISIONS

SECTION 5. CHANGES IN WORK

A. Work Previously Submitted as Satisfactory. If the Engineer has submitted work in accordance with the terms of this Agreement but the Authority requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Agreement, the Engineer shall make such revisions as requested and as directed by the Authority. This will be considered as additional work and paid for as specified under Attachment A, General Provisions, Section 4, Additional Work.

B. Work Does Not Comply with the Agreement. If the Engineer submits work that does not comply with the terms of this Agreement, the Authority shall instruct the Engineer to make such revision as is necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

C. Errors/Omissions. The Engineer shall make revisions to the work authorized in this Agreement which are necessary to correct errors or omissions appearing therein, when required to do so by the Authority. No additional compensation shall be paid for this work.

SECTION 6. SUPPLEMENTAL AGREEMENTS

A. Need. The terms of this Agreement may be modified if the Authority determines that there has been a significant increase or decrease in the duration, scope, cost, complexity or character of the services to be performed. A supplemental agreement will be executed to authorize such significant increases or decreases.

B. Compensation. Additional compensation, if appropriate, shall be calculated as set forth in Article III of the Agreement (Compensation). Significant changes affecting the cost or maximum amount payable shall be defined to include but not be limited to new work not previously authorized or previously authorized services that will not be performed. The parties may reevaluate and renegotiate costs at this time.

C. When to Execute. Both parties must execute a supplemental agreement within the Agreement period specified in Article II of this Agreement (Agreement Period).

SECTION 7. OWNERSHIP OF DATA

A. Work for Hire. All services provided under this Agreement are considered work for hire and as such all data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this Agreement are the property of the Authority.

B. Disposition of Documents. All documents prepared by the Engineer and all documents furnished to the Engineer by the Authority shall be delivered to the Authority upon request by the Authority. The Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished the Authority under this Agreement, but further use of the data is subject to permission by the Authority.

C. Release of Data. The Engineer (1) will not release any documentation created or collected under this Agreement except to its subproviders as necessary to complete this Agreement; (2) shall include a provision in all subcontracts which acknowledges the Authority's ownership of the documents and prohibits its use for any use other than the project identified in this Agreement; and (3) is responsible for any improper use of the documents by its employees, officers, or subproviders, including costs, damages, or other liability resulting from improper use. Neither the Engineer nor any subprovider may charge a fee for the portion of the design plan created by the Authority.

D. Maintenance of Data. The Engineer and any subconsultant, subcontractor or vendor shall keep and maintain all Data and all other material relating to this Agreement and related projects, and shall make all such material available at any reasonable time during the term of the work on the Agreement and related projects and for five (5) years from the date of final payment to the Engineer for auditing, inspection, and copying upon the Authority's request or, if federal dollars are applied to the Agreement, upon request by the federal government.

SECTION 8. PUBLIC INFORMATION AND CONFIDENTIALITY

A. Public Information. The Authority will comply with Government Code, Chapter 552, the Public Information Act, and 43 Texas Administrative Code §3.10 et seq. in the release of information produced under this Agreement.

B. Confidentiality. The Engineer shall not disclose information obtained from the Authority under this Agreement without the express written consent of the Authority.

SECTION 9. PERSONNEL, EQUIPMENT AND MATERIAL

A. This Agreement is not intended to constitute, create, give up, or otherwise recognize a joint venture agreement or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

B. Engineer Resources. The Engineer shall furnish and maintain quarters for the performance of all services, in addition to providing adequate and sufficient personnel and equipment to perform the services required under this Agreement. The Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this Agreement, or it will be able to obtain such personnel from sources other than the Authority.

C. Removal of Contractor Employee. All employees of the Engineer assigned to this Agreement shall have such knowledge and experience as will enable them to perform the duties assigned to them. The Authority may instruct the Engineer to remove any employee from association with work authorized in this Agreement if, in the sole opinion of the Authority, the work of that employee does not comply with the terms of this Agreement or if the conduct of that employee becomes detrimental to the work.

D. Replacement of Key Personnel. The Engineer must notify the Authority in writing as soon as possible, but no later than three business days after a project manager or other key personnel is removed from association with this Agreement, giving the reason for removal.

E. Authority Approval of Replacement Personnel. The Engineer may not replace the project manager or key personnel without prior consent of the Authority. The Authority must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the Authority determines that the new project manager or key personnel is not acceptable, the Engineer may not use that person in that capacity and shall replace him or her with one satisfactory to the Authority within forty-five (45) days.

F. Ownership of Acquired Property. Except to the extent that a specific provision of this Agreement states to the contrary, the Authority shall own all intellectual property acquired or developed under this Agreement and all equipment purchased by the Engineer or its subcontractors under this Agreement. All intellectual property and equipment owned by the Authority shall be delivered to the Authority when this Agreement terminates, or when it is no longer needed for work performed under this Agreement, whichever occurs first.

G. The Engineer shall furnish and maintain, at its own expense, office space for the performance of all services, and adequate and sufficient personnel and equipment to perform the services as required. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them.

H. The Engineer agrees to maintain (in sufficient detail as will properly reflect all work done and results achieved in the performance of this Agreement) tracings, plans, specifications, maps, basic survey notes and sketches, books, records, reports, research notes, charts, graphs, comments, plans, comparisons, computations, analyses, recordings, photographs, computer programs, and documentations thereof, and other graphic or written data or deliverables generated in connection with the work called for in the Agreement; all such information and documentations to be termed "Data" under this Agreement.

I. All Data is the exclusive property of the Authority and shall be furnished to the Authority upon request and shall not be used or released by the Engineer or any other person except with the prior approval of the Authority. All documents prepared by the Engineer and all documents furnished to the Engineer by the Authority shall be delivered to the Authority upon completion of the relevant milestone for payment and/or termination of this Agreement. Provided, however, that none of the documents or materials are intended or represented by Engineer to be suitable for reuse by the Authority, or others on extensions of the project or on any other project. Any reuse of Data without written verification or adaptation by Engineer for use beyond the specific purpose intended will be at Authority's sole risk and without liability or legal exposure to Engineer.

SECTION 10. SUBCONTRACTING

A. Prior Approval. The Engineer shall not assign, subcontract or transfer any portion of professional services related to the work under this Agreement without prior written approval from the Authority.

B. DBE/HUB Compliance. The Engineer's subcontracting program shall comply with the requirements of Attachment H of the Agreement (DBE/HUB Requirements).

C. Required Provisions. All subcontracts for professional services shall include the provisions included in Attachment A, General Provisions, and any provisions required by law. The Engineer is authorized to pay subproviders in accordance with the terms of the subcontract, and the basis of payment may differ from the basis of payment by the Authority to the Engineer.

D. Prior Review. All subcontracts for professional services shall be approved as to form in writing by the Authority and, if applicable, by the Texas Department of Transportation prior to its execution and performance of work thereunder.

E. Engineer Responsibilities. No subcontract relieves the Engineer of any responsibilities under this Agreement.

SECTION 11. INSPECTION OF WORK

A. Review Rights. The Authority and if appropriate, the Texas Department of Transportation, and when federal funds are involved, the U. S. Department of Transportation, and any of their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

B. Reasonable Access. If any review or evaluation is made on the premises of the Engineer or a subprovider, the Engineer shall provide and require its subproviders to provide all reasonable facilities and assistance for the safety and convenience of the Authority and if appropriate the Authority, State, or federal representatives in the performance of their duties.

SECTION 12. SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by the Authority before a final report is issued. The Authority's comments on the Engineer's preliminary report must be addressed in the final report.

SECTION 13. VIOLATION OF AGREEMENT TERMS (BREACH OF AGREEMENT)

A. Violation. Violation of the Agreement terms or breach of this Agreement by the Engineer shall be grounds for termination of the Agreement. Any additional costs to the Authority that arise from the Engineer's default, breach of Agreement, or violation of Agreement terms shall be paid by the Engineer. This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

B. Venue. Venue for disputes related to this Agreement shall be Hidalgo County, Texas.

C. Applicable Laws. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

SECTION 14. TERMINATION

A. Causes. The Agreement may be terminated before the stated completion date by any of the following conditions.

1. By mutual agreement and consent, in writing from both parties.
2. By the Authority by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By the Authority for reasons of its own, not subject to the mutual consent of the Engineer, by giving ten business days notice of termination in writing to the Engineer.
5. By the Authority, if the Engineer violates the provisions of Attachment A, General Provisions Section 21, Gratuities.
6. By satisfactory completion of all services and obligations described herein.

B. Measurement. Should the Authority terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Engineer. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the Authority terminate this Agreement under Paragraph A (4) or (5) above, the Engineer shall not incur costs during the ten-day notice period in excess of the amount incurred during the preceding ten (10) days.

C. Value of Completed Work. If the Engineer defaults in the performance of this Agreement or if the Authority terminates this Agreement for fault on the part of the Engineer, the Authority will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in Attachment E, Fee Schedule) by the Engineer in performing the

work to the date of default; (2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the Authority; (4) the cost to the Authority of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; and (6) other factors which affect the value to the Authority of the work performed.

D. Calculation of Payments. The Authority shall use the fee schedule set forth in Attachment E to the Agreement (Fee Schedule) in determining the value of the work performed up to the time of termination. In the case of partially completed engineering services, eligible costs will be calculated as set forth in Attachment E, Fee Schedule. The sum of the provisional overhead percentage rate for payroll additives and for general and administrative overhead costs during the years in which work was performed shall be used to calculate partial payments.

E. Excusable Delays. Except with respect to defaults of subproviders, the Engineer shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Engineer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

F. Surviving Requirements. The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the Authority and the Engineer under this Agreement, except for those provisions that establish responsibilities that extend beyond the Agreement period.

G. Payment of Additional Costs. If termination of this Agreement is due to the failure of the Engineer to fulfill its Agreement obligations, the Authority may take over the project and prosecute the work to completion, and the Engineer shall be liable to the Authority for any additional cost to the Authority.

SECTION 15. COMPLIANCE WITH LAWS

The Engineer shall comply with all applicable Authority, federal, County and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, the Engineer shall furnish the Authority with satisfactory proof of its compliance therewith.

SECTION 16. INDEMNIFICATION

A. THE ENGINEER SHALL SAVE AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, AND EMPLOYEES, FROM ALL CLAIMS, LIABILITY, ACTION, AND LOSS (INCLUDING DAMAGE OR INJURY INCLUDING DEATH TO PERSONS OR PROPERTY) DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, SUBCONTRACTORS, OR EMPLOYEES PERFORMED UNDER THIS AGREEMENT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT, INCLUDING ANY VIOLATION OF ANY STATUTES, ORDINANCES, BUILDING CODES OR REGULATIONS, OF THE ENGINEER OR OF ANY PERSON EMPLOYED OR ENGAGED BY THE ENGINEER, AND THE DEFENSE OF ANY SUCH CLAIMS, LIABILITY, ACTION, OR LOSS.

B. THE ENGINEER SHALL ALSO SAVE AND HOLD HARMLESS THE AUTHORITY FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, REASONBLE ATTORNEY FEES WHICH MAY BE INCURRED BY THE AUTHORITY OR LIABILITIES WHICH MAY BE IMPOSED ON THE AUTHORITY AS THE RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACT BY THE ENGINEER, ITS AGENTS, ITS SUBCONTRACTORS, OR EMPLOYEES.

SECTION 17. ENGINEER'S RESPONSIBILITY

A. Accuracy. The Engineer shall be responsible for the accuracy and completeness of work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

B. Errors and Omissions. The Engineer's responsibility for all questions arising from design errors and/or omissions will be determined by the Authority and all decisions shall be in accordance with the Authority's "Errors or Omissions Policy". The Engineer will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

C. Seal. The responsible Engineer shall sign, seal and date all appropriate engineering submissions to the Authority in accordance with the Texas Engineering Practice Act and the rules of the Texas Board of Professional Engineers.

D. Resealing of Documents. Once the work has been sealed and accepted by the Authority, the Authority, as the owner, will notify the party to this Agreement, in writing, of the possibility that a Authority engineer, as a second engineer, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second engineer will affix his seal to any work altered, completed, corrected, revised or added. The second engineer will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original engineer's design.

SECTION 18. NONCOLLUSION

A. Warranty. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer and those consultants, subconsultants, and providers identified in the presentation to the Authority's Board, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

B. Liability. For breach or violation of this warranty, the Authority shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION 19. INSURANCE

A. Insurance Liability Limits. The Engineer shall obtain and maintain insurance limits of liability for each of the types of insurance coverage identified as follows:

1. Workers' Compensation, endorsed with a waiver of subrogation in favor of the Authority in the amount of statutory obligations imposed under the Texas Workers' Compensation Law.

2. Commercial General Liability, endorsed with the Authority as an additional insured and endorsed with a waiver of subrogation in favor of the Authority to the extent of the liabilities assumed by Engineer under **Attachment A, Section 17** of this Agreement, in limits of liability of one million dollars ($1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
3. Professional Liability in limits of two million dollars ($2,000,000) each claim and in the aggregate.

The coverage and amounts designated herein are minimum requirements and do not establish limits of the Engineer's liability. Additional coverage may be provided at the Engineer's option and expense.

The issuer of any policy must have a rating of at least B+ and a financial size of Class VI or better according to the latest *Best's* rating.

B. Insurance Liability Limits. The Engineer shall furnish proof of insurance by means of a completed Attachment I – Certificate of Insurance - Hidalgo County Regional Mobility Authority, attached hereto and made a part thereof with the Project Name and the Engineer's name stated thereon, to be submitted prior to the beginning of the Project. The Engineer will be considered in breach of this Agreement should the Engineer fail to maintain the required insurance coverage during the term of this Agreement. The termination of this Agreement resulting from failure to maintain the required insurance will be carried out in accordance with the termination provisions herein.

C. Engineer's Risk. The services to be provided under this Agreement will be performed entirely at Engineer's risk and Engineer assumes all responsibility for the condition of vehicles or other instrumentalities used in the performance of this Agreement.

D. Work on Texas Department of Transportation Property. To the extent that the Texas Department of Transportation or this Agreement authorizes the Engineer or its subconsultants to perform any work on Texas Department of Transportation right of way, before beginning work the entity performing the work shall provide the Authority and the Texas Department of Transportation with a fully executed copy of the Department's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on Department right of way. This coverage shall be maintained until all work on the Department right of way is complete. If coverage is not maintained, all work on Department right of way shall cease immediately, and, the Authority may recover damages and all costs of completing the work.

SECTION 20. GRATUITIES

Employees of the Authority shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the Authority under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Authority. Any person doing business with or who may reasonably speaking do business with the Authority under this Agreement may not make any offer of benefits, gifts or favors to departmental employees, except as mentioned herein above. Failure on the part of the Engineer to adhere to this policy may result in the termination of this Agreement.

SECTION 21. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS

The Engineer agrees to comply with the requirements set forth in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Subcontracting Plan Requirements with an assigned goal or a zero goal, as determined by the Authority. The Engineer will adhere to the commitment and to participation by certain Disadvantaged Business Enterprises (DBE) agreed to by the Authority during negotiations. Refer to Attachment H-7 for copies of DBE Certifications.

SECTION 22. MAINTENANCE, RETENTION AND AUDIT OF RECORDS

A. Retention Period. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and services provided (hereinafter called the Records). The Engineer shall make the records available at its office during the Agreement period and for five (5) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. The Authority or any of its duly authorized representatives and, if appropriate, the Texas Department of Transportation, the Federal Highway Administration, the United States, Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Engineer's Records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

SECTION 23. CIVIL RIGHTS COMPLIANCE

(1) Compliance with Regulations: The Engineer shall comply with the regulations of the Department of Transportation, Title 49, Code of Federal Regulations, Parts 21, 24, 26 and 60 as they relate to nondiscrimination; 23 CFR 710.405(B); also Executive Order 11246 titled Equal Employment Opportunity as amended by Executive Order 11375.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible."

(2) Nondiscrimination: The Engineer, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

(4) Information and Reports: The Engineer shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Engineer's noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such Agreement sanctions as the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Engineer under this Agreement until the Engineer complies and/or
(b) cancellation, termination, or suspension of this Agreement, in whole or in part.

(6) Incorporation of Provisions: The Engineer shall include the provisions of paragraphs (1) through (5) above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Authority and; if appropriate, the Texas Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Authority; or, if appropriate, the Texas Department of Transportation to enter into such litigation to protect the interests of the Authority; and, in addition, the Engineer, if appropriate, may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 24. PATENT RIGHTS
The Authority; and if appropriate, the Texas Department of Transportation; and the U. S. Department of Transportation shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Engineer under this Agreement.

SECTION 25. COMPUTER GRAPHICS FILES
The Engineer agrees to comply with Attachment G, Computer Graphics Files for Document and Information Exchange, if determined by the Authority to be applicable to this Agreement.

SECTION 26. CHILD SUPPORT CERTIFICATION
Under Section 231.006, Texas Family Code, the Engineer certifies that the individual or business entity named in this Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is

inaccurate. If the above certification is shown to be false, the Engineer is liable to the Authority for attorney's fees, the cost necessary to complete this Agreement, including the cost of advertising and awarding a second Agreement, and any other damages provided by law or this Agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

SECTION 27. DISPUTES

A. Disputes Not Related to Agreement Services. The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the services authorized herein.

B. Disputes Concerning Work or Cost. Any dispute concerning the work hereunder or additional costs, or any non-procurement issues shall be settled by mediation and if mediation is unsuccessful then parties go to trial under Texas State law.

SECTION 28. SUCCESSORS AND ASSIGNS

The Engineer and the Authority do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. The Engineer shall not assign, subcontract or transfer its interest in this Agreement without the prior written consent of the Authority.

SECTION 29. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 30. PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto for the services authorized herein and supersedes any prior understandings or written or oral Agreements between the parties respecting the subject matter defined herein.

SECTION 31. CONFLICT OF INTEREST

A. Representation by Engineer. The undersigned represents that its firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the Authority or which in any way conflicts with the interests of the Authority. The firm shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Authority's interests.

B. Certification Status. The Engineer certifies that it is not:

1. a person required to register as a lobbyist under Chapter 305, Government Code; or
2. a public relations firm other than the firms identified in the presentation to the RMA Board.

C. Environmental Disclosure. If the Engineer will prepare an environmental impact statement or an environmental assessment under this Agreement, the Engineer certifies by executing this Agreement that it has

no financial or other interest in the outcome of the project on which the environmental impact statement or environmental assessment is prepared.

SECTION 32. OFFICE OF MANAGEMENT AND BUDGET (OMB) AUDIT REQUIREMENTS

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

SECTION 33. CERTIFICATIONS

A. The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive Federal funds and, when requested by the Authority, to furnish a copy of the certification.

B. In accordance with Department of Transportation, Title 49, Code of Federal Regulations, Part 29 and by signature on this Agreement and the Debarment Certification attached hereto as Attachment K, the Engineer certifies its compliance and the compliance of any subconsultants or subcontractors present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving federal, state or Authority funds:

(1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
(2) does not have a proposed debarment pending;
(3) has not been suspended debarred, voluntarily excluded, or determined ineligible by an federal agency within the past three (3) years; and
(4) has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years as specified by Title 49, Code of Federal Regulations, paragraph 29.305(a).

C. The Engineer agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code as codified in Title 48, Federal Acquisition Regulations, Subpart 3.8 and subpart 52.203.11, prohibiting federal funds from being expended by a recipient or lower-tier subrecipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract or cooperative agreement. If federal funds are applied to the services under this Agreement, the Engineer and any subconsultants or subcontractors would be required to complete the Certification of Federal Contracts and, if necessary, the Disclosure of Lobbying Activities.

D. If the Project is a federal aid project, Engineer is required to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), which prohibit the use under non-exempt federal contract, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the USEPA Assistant Administrator of Enforcement.

E. If the value of this Agreement is anticipated to be at least $100,000 and Engineer (i) has at least ten (10) full time employees; and (ii) is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, then Engineer hereby verifies that Engineer:

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association (as defined in Section 2274.001(3), Texas Government Code);
(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association (as defined in Section 2274.001(3), Texas Government Code);
(3) does not boycott energy companies (as defined in Section 809.001, Texas Government Code);
(4) will not boycott energy companies (as defined in Section 809.001, Texas Government Code) during the term of this Agreement;
(5) does not boycott Israel (as defined in Section 808.001, Texas Government Code); and
(6) will not boycott Israel (as defined in Section 808.001, Texas Government Code) during the term of this Agreement.

F. Engineer is not engaged in business with Iran, Sudan, or a foreign terrorist organization and Engineer is not on a list prepared and maintained under Sections 806.051, 807.051, or 222.153, Texas Government Code.

ATTACHMENT B
SERVICES TO BE PROVIDE BY THE AUTHORITY

The **AUTHORITY** will provide the following general items.

1. Authorization to begin work with issuance of Notice to Proceed [NTP].
2. Timely payment for work performed by the **Engineer** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project:
   A. Electronic copy of project plans.
   B. Electronic copy of contract Proposal and any Addendums per project.
   C. Limited Access to Appia and ProjectWise.
   D. Storm Water Pollution Prevention Plan (SW3P) information.
   F. SW3P Coordination procedures.
   G. Best Practices coordination procedures (Disadvantaged Business Enterprise, (Materials, General Bookkeeping).
5. Review and approve the **Engineer**'s progress schedule with milestone activities and/or deliverables.
6. The **AUTHORITY** will provide the Environmental Document and electronic Constraints map for the project for development of the Environmental Permits, Issues and Commitments (EPIC) sheets and any other compliance issues.

RIGHT-OF-WAY DATA:

The **AUTHORITY** will provide the following:

1. Assist the **Engineer**, as necessary, with coordination of any utility relocations that may be required.
2. Ownership Data
   a. Ownership Information shall be provided for the corridor width.
   b. All utility ownership shall be provided.
3. Utility Adjustments:
   AUTHORITY (TxDOT as necessary) will provide executed utility agreements to the Engineer for all required utility adjustments.
5. Survey and Stake Right-of-Way
6. Right of Entry to all affected properties located within the project limits.
7. Deliverables: Right of way Map in electronic format (PDF)

MANAGEMENT:

The **AUTHORITY** will provide the following:

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

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

APPLICABILITY:

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

ABBREVIATIONS, ABBREVIATIONS, and DEFINITIONS:

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

SERVICES TO BE PROVIDED BY THE ENGINEER
PROJECT DESCRIPTION

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

County/HCRMA: Hidalgo County

CSJ number: 0921-02-368

Project/Description Provide construction materials testing to assure the materials incorporated into the 12.23 miles of concrete pavement section for Segment 1 [From McColl Road to US281] and segment 2 [from fm396, anzalduas highway/gsa connector] on Phase II of 365 Toll highway construction project highway construction project are subject to verification sampling and testing when required and meet project plans and specifications; and administering Quality Monitoring and Quality Assurance Program. Overall project consists of construction of a 12.23 mile tolled facility from FM 396 & GSA Connector to US 281 (Military Highway), which consists: of grading, flexible base, lime treated subgrade, asphaltic concrete pavement, and concrete pavement.

Length: 12.23 Miles (Approx)

Highway: 365 TOLL

Limits: (See Location Map Attached)

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

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

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

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

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

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

The selected Engineer(s) shall have adequate experienced staff and a workload free from constraints to provide the necessary construction material testing for the HCRMA. Staff expertise is to include a Licensed Professional Engineer and certified, experienced staff proficient with TxDOT testing procedures, sampling and testing schedule, and the latest ASSHTO, ASTM and ACI testing requirements [Appendix A] performed and executed

as per 2019 TxDOT Quality Assurance Program (~~DB-QAP~~ / DBB-QAP) / 2019 Guide Schedule of Sampling & Testing for Design Bid-Build Projects.

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

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

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

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

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

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

6. The Engineer shall provide certified technicians to perform the following tests:
   A. Hot Mix Asphalt Testing:

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

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

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

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

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

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

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

E. Enter all test data in APPIA.

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

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

SUMMARY OF DELIVERABLES:

The Engineer shall provide the following:

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

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

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

ATTACHMENT D

WORK AUTHORIZATION

ATTACHMENT D-1

WORK AUTHORIZATION NO. ____
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 Terracon Consultants Inc. (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 $_____ and the method of payment is_____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_____, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

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

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

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Jorge A Flores, P.G.	Pilar Rodriguez
(Printed Name)	(Printed Name)
Client Manager	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

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 Terracon Consultants, 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	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Jorge A Flores, P.G.	Pilar Rodriguez
(Printed Name)	(Printed Name)
Client Manager	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

ATTACHMENT E

FEE SCHEDULE

ATTACH APPROPRIATE RATES AND TESTING SUBMITTALS

Basis of Labor Estimate for HCRMA Bypass

Labor hours are based on the engineer provided schedule, and a 50 hour work week.

Level of Effort Per Work Category	Tech Hours	
Excavation & Embankment w/ Bridge Fills	7213	Field Technician on site for 100% of the anticipated construction time
Lime Treating	1575	Field Technician on site for 75% of the anticipated construction time
Cement Treating Base	1800	Field Technician on site for 100% of the anticipated construction time
Bond Breaker	500	Field Technician on site for 100% of the anticipated construction time
Concrete Paving	740	Field Technician on site for 20% of the anticipated construction time
Side Street Construction	1625	Field Technician on site for 50% of the anticipated construction time

Labor Category	Hours	Raw Rate	Contract Rate	Total
Field Technician	13453	$27.00	$68.02	$915,073.06
Project Engineer	1346	$58.00	$133.98	$180,337.08
Principal	135	$80.00	$186.90	$25,231.50

Total Labor = $1,120,641.64

Mileage		
Weeks on Project	272	
Days per Week	5.25	
Days on Project	1428	
Mileage per Day	49.5	
Mileage Rate	$ 6.00	
Total Miles Anticipated	70686	
Mileage Budget	**$ 424,116.00**	

Labor & Mileage Total = $1,544,757.64

Total Testing = $405,501.00

Grand Total = $1,950,258.64

TEST NO.	CMT Firm: Terracon Date: 01/26/2021			Final as of 3/29/2021	QUANTITY	TOTAL
	Type		**Unit**		**QUANTITY**	**TOTAL**
1	Mobilization/Demobilization		Mile	$ 400.00		$ -
	Drilling, Logging, &Recovering Samples (**With** TCP)					$ -
2A	1. Depth ≤ 50 feet		Tex-132-E (every 5 feet)	$ 30.00		$ -
2B	2. Depth ≥ 50 feet		linear foot	$ 32.00		$ -
	Drilling, Logging, &Recovering Samples (**Without** TCP)					
3A	1. Depth ≤ 50 feet		linear foot	$ 27.00		$ -
3B	2. Depth ≥ 50 feet		linear foot	$ 29.00		$ -
4	Rock Coring (Soft Rock)[2]		linear foot	$ 12.50		$ -
5	Rock Coring (Hard Rock)[2]		linear foot	$ 16.00		$ -
6	Staking Borings and Utility Locations		hour	$ 115.00		$ -
	Standby Time (sampling)		hour	$ 272.00		$ -
7A	1. Hot Mix Asphalt (minumum of one hour)		each	$ 109.00		$ -
7B	2. Concrete (minumum of one hour)		each	$ 218.00		$ -
8	Piezometer - 2 inch (including well completion and installation)		linear foot	$ 44.00		$ -
9	Grouting of Borings		linear foot	$ 5.50		$ -
10	Traffic Control - Major		day	$ 2,500.00		$ -
	Laboratory Test	**Test Method**	**Unit**			
11	Volumetric Shrinkage	ASTM D427	each	$ 104.00		$ -
12	Standard Poor Test	ASTM D698	each	$ 98.00		$ -
13	Modified Poor Test	ASTM D1557	each	$ 340.00		$ -
14	Standard 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 Test of Soils Under Consolidated Drained Conditions	ASTM D3080	set of 3	$ 870.00		$ -
21	Direct Shear Test of Soils Under Consolidated Drained Conditions, SAND	ASTM D3080	set of 3	$ 490.00		$ -
22	Direct Shear Test of Soils Under Consolidated Drained Conditions, CLAY	ASTM D3080	set of 3	$ 655.00		$ -
23	Splitting Tensile of Intact Rock Core	ASTM D3967	each	$ 120.00		$ -
24	Water Stand Pipes	ASTM D4043	each	$ 40.00		$ -
25	Calcium Carbonate Content of Soils	ASTM D4373	LF	$ 62.00		$ -
26	Hydraulic Conductivity Permeability	ASTM D4511	each	$ 490.00		$ -
27	One Dimensional Swell, Methods A&B	ASTM D4546	each	$ 380.00		$ -
28	One Dimensional Swell, Method B Only	ASTM D4546	each	$ 327.00		$ -
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	$ 300.00		$ -
33	Casagrande Type Piezometers Installation	N/A	each	$ 55.00		$ -
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	$ 35.00		$ -
	Laboratory Test	**Test Method**	**Unit**			
	Soils & Base Testing					
40	Sampling	Tex-400-A	hour	$ 60.00	50	$ 3,000.00
41	Sample Preparation	Tex-101-E	each	$ 57.00	24	$ 1,368.00
42	Determining Slaking Time	Tex-102-E	each	$ 50.00		$ -
43	Moisture Content	Tex-103-E	each	$ 13.00	300	$ 3,900.00
44	Atterburg Limits	Tex-104,105&106-E	Set of 3	$ 75.00	224	$ 16,800.00
45	Linear Bar Shrinkage (per bar)	Tex-107-E	each	$ 65.00		$ -
46	Determining the Specific Gravity of Soils	Tex-108-E	each	$ 98.00		$ -
47	Sieve Analysis	Tex-110-E, Part I	each	$ 65.00	433	$ 28,145.00
48	Sieve Analysis (Hydrometer with Tex-108-E)	Tex-110-E, Part II	each	$ 82.00		$ -
49	Hydrometer with Tex-108-E (in conjunctin with Tex-110-E, Part II)	Tex-108-E	each	$ 55.00		$ -
50	Percent Passing No. 200 Sieve	Tex-111-E	each	$ 108.00	224	$ 24,192.00
51	Determining the Amount of Material in Solis Finer than the 75 mi	Tex-111-E	each	$ 49.00		$ -
52	Admixing Lime to Reduce Plasticity Index of Soils	Tex-112-E	each	$ 125.00		$ -
53	Moisture-Density Relationship	Tex-113-E	each	$ 245.00	20	$ 4,900.00
54	Moisture-Density Relationship	Tex-114-E	each	$ 218.00	73	$ 15,914.00
55	Field Density Measurements	Tex-115-E	hour	$ 55.00	0	$ -
56	Wet Ball Mill Test	Tex-116-E	each	$ 250.00	10	$ 2,500.00

57	Texas Triaxial Compression [6]	Tex-117-E, Part I	each	$ 1,650.00	10	$ 16,500.00
58	Texas Triaxial Compression [6]	Tex-117-E, Part II	each	$ 1,500.00		$ -
59	Quality Assurance (QA) Series for Flexible Base [7] [8]	See Foot Notes	each	$ 2,350.00		$ -
60	Soil- Cement Testing [7]	Tex-120-E, Part II	each	$ 436.00	9	$ 3,924.00
61	Soil- Lime Testing [7]	Tex-121-E, Part II	each	$ 436.00	19	$ 8,284.00
61.1	Soil-Lime Testing Determining Stabilization Ability of Lime by Soil pH	Tex-121-E, Part III	each	$ 250.00		$ -
62	Determining the Drainage Factor of Soil Materials (Not Field Test)	Tex-123-E ++	each	$ 600.00		$ -
63	Determining Modulus of Sub-grade Recaction (K Value) (Not Field Test)	Tex-125-E ++	each	$ 150.00		$ -
64	Molding, Testing, and Evaluation Bituminous Black Base Materials	Tex-126-E ++	each	$ 250.00		$ -
65	Lime-Fly Ash Compression [7]	Tex-127-E	each	$ 872.00	28	$ 24,416.00
66	Soil pH	Tex-128-E	each	$ 41.00	77	$ 3,157.00
67	Resistivity of Soils	Tex-129-E	each	$ 98.00		$ -
68	Slurry Testing	Tex-130-E	each	$ 103.00		$ -
69	Texas Cone Penetration	Tex-132-E	each	$ 49.00		$ -
70	Freezing and Thawing Tests oc Compacted Soil-Cement Mixture	Tex-135-E	each	$ 327.00		$ -
71	Thickness of Pavement Layers (4 hour minimum)	Tex-140-E	hour	$ 200.00	184	$ 36,800.00
72	Manual Procedure for Description and Identification of Soils	Tex-141-E	each	$ 55.00		$ -
73	Laboratory Classification os Soils for Engineering Purposes	Tex-142-E	each	$ 55.00		$ -
74	Sulfate Content in Soils	Tex-145-E	each	$ 71.00	77	$ 5,467.00
75	Conductivity Test for Field Detection of Sulfates in Soil	Tex-146-E	each	$ 65.00		$ -
75.1	Organic Content Using UV-VIS Method	Tex-148-E	each	$ 70.00	10	$ 700.00
76	Determining Cholride and Sulfate Contents in Soils	Tex-620-J	each	$ 81.00		$ -
77	Free Swell Test	EM1110-2-1906	each	$ 164.00		$ -
78	Pressure Swell Test	EM1110-2-1906	each	$ 272.00		$ -
79	One-Dimensional Swell	ASTM D4546	each	$ 380.00		$ -
80	One-Dimensional Swell (Method B Only)	ASTM D4546	each	$ 75.00		$ -
81	Potential Vertical Rise Calculation	Tex-124-E	each	$ 71.00		$ -
82	Volumetric Shrinkage	ASTM D4943	each	$ 104.00		$ -
83	Volumetric Shrinkage	ASTM D427	each	$ 98.00		$ -
84	Unconfined Compression Test (Soil)	ASTM D2166	each	$ 81.00		$ -
85	Unconfined Compression Test (Rock)	ASTM D2938	each	$ 98.00		$ -
86	Unconfined Compression Test (Rock) (Method D)	ASTM D7012	each	$ 60.00		$ -
	Unconsolidated Undrained (UU) Triaxial Compression Test					$ -
87	1. Set of Three	Tex-118-E	set	$ 300.00		$ -
88	2. Multistage	Tex-118-E	each	$ 273.00		$ -
	Consolidated Undrained (CU) Triaxial Compression Test					$ -
89	1. Set of Three	Tex-131-E or ASTM D4767	set	$ 1,310.00		$ -
90	2. Multistage	Tex-131-E or ASTM D4767	each	$ 1,090.00		$ -
	Consolidated Drained (CD) Triaxial Compression Test					$ -
91	1. Set of Three	Tex-131-E or ASTM D4767	set	$ 925.00		$ -
92	2. Multistage	Tex-131-E or ASTM D4767	each	$ 872.00		$ -
93	Direct Shear Consolidated Drained (CD), sand	ASTM D3080	set of 3	$ 1,400.00		$ -
94	Direct Shear Consolidated Drained (CD), clay	ASTM D3080	set of 3	$ 1,400.00		$ -
95	One-Dimensional Consolidation Test (7 load increments)	ASTM D2435	each	$ 600.00		$ -
96	Resilient Modulus (fine-grained soils)	AASHTO T307	each	$ 1,035.00		$ -
	Hot Mix Asphalt Testing					$ -
97	Sieve Analysis of Fine and Coarse Aggregates	Tex-200-F	each	$ 95.00	18	$ 1,710.00
98	Bulk Specific Gravity and Water Absorption of Aggregates	Tex-201-F	each	$ 95.00	18	$ 1,710.00
99	Apparent Specific Gravity of Material Finer Than 180 µm (No. 80) Sieve	Tex-202-F	each	$ 65.00		$ -
100	Sand Equivalent Test	Tex-203-F	each	$ 85.00	103	$ 8,755.00
101	Labortory Method of Mixing Bituminous Mixtures	Tex-205-F	Set of 3	$ 92.00		$ -
102	Compacting Specimens Using the Texas Gyratory Compactor (TG	Tex-206-F	Set of 3	$ 98.00		$ -
103	Determining Bulk Specific Gravity of Compacted Bituminuous Mixtures	Tex-207-F (I)	each	$ 27.00	186	$ 5,022.00
104	Determining In-Place Density of Compacted Bituminuous Mixtures (Nuclea Method)	Tex-207-F (III)	each	$ 27.00		$ -
105	Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (IV)	each	$ 87.00		$ -
106	Segregation Profile	Tex-207-F (V)	each	$ 175.00	3	$ 525.00
107	Joint Density	Tex-207-F (VII)	each	$ 175.00	3	$ 525.00
108	Test of Stabilometer Value of Bituminous Mixtures	Tex-208-F	set of 3	$ 120.00		$ -
109	Determining Asphalt Content of Bituminous Mixtures by Extraction	Tex-210-F	each	$ 155.00	20	$ 3,100.00
110	Recovery of Asphalt from Bituminou Mixtures by the Abson Pro	Tex-211-F	each	$ 218.00		$ -
111	Determining Moisture Content of Bituminous Mixtures	Tex-212-F	each	$ 55.00	3	$ 165.00
112	Determining Hydrocarbon-Volatile Content of Bituminous Mixture	Tex-213-F	each	$ 110.00		$ -
113	Determining Deleterious Material and Decantation Test for Coarse Aggregates	Tex-217-F	each	$ 82.00	10	$ 820.00
114	Indirect Tensile Strength Test	Tex-226-F	each	$ 545.00		$ -
115	Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	each	$ 98.00	186	$ 18,228.00
116	Determining Asphalt Content of Bituminous Mixtures by the Nuclear	Tex-228-F	each	$ 190.00		$ -
117	Combined HMAC Cold-Belt Sampling and Testing Procedure	Tex-229-F	each	$ 55.00		$ -
118	Determining Draindown Characteristics in Bituminous Mixtures	Tex-235-F	each	$ 55.00		$ -

119	Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex-236-F	each	$ 142.00	120	$ 17,040.00
120	Asphalt Release Agents	Tex-239-F	each	$ 50.00		$ -
121	Superpave Gyratory Compacting of Test Specimens of Bituminous	Tex-241-F	each	$ 125.00	30	$ 3,750.00
122	Hamburg Wheel Tracker	Tex-242-F	each	$ 245.00	3	$ 735.00
123	Tack Coat Adhesion	Tex-243-F	each	$ 109.00		$ -
124	Thremal Profile	Tex-244-F	each	$ 130.00	3	$ 390.00
125	Cantabro Loss	Tex-245-F	each	$ 190.00	3	$ 570.00
126	Permeability or Water Flow of Hot Mix Asphalt	Tex-246-F	each	$ 76.00		$ -
127	Overlay Test	Tex-248-F	set of 3	$ 545.00	3	$ 1,635.00
128	Flat and Elongated Particles	Tex-280-F	each	$ 61.00		$ -
129	Sampling Bituminous Materials, Pre-Molded Joint Fillers, and Joint	Tex-500-C	each	$ 55.00	4	$ 220.00
130	Asphalt Binder Water in Petroleum	Tex-501-C AASHTO T55	each	$ 93.00		$ -
131	Penetration of Bituminous Materials	Tex-502-C AASHTO T49	each	$ 163.00		$ -
132	Ductility of Asphalt Materials	Tex-503-C AASHTO T51	each	$ 120.00		$ -
133	Flash and Fire Points by Cleveland Open Cup	Tex-504-C AASHTO T48	each	$ 65.00		$ -
134	Softening Point of Bitumen (Riing and Ball Apparatus	Tex-505-C AASHTO T53	each	$ 110.00		$ -
135	Solubility of Bituminous Materials	Tex-507-C AASHTO T44	each	$ 110.00		$ -
136	Specific Gravity	Tex-508-C AASHTO T228	each	$ 82.00		$ -
137	Spot Test of Asphaltic Materials	Tex-509-C AASHTO T102	each	$ 158.00		$ -
138	Effect of Heat and Air on Asphalt Materials (Thin-Film Oven Test)	Tex-510-C AASHTO t179	each	$ 68.00		$ -
139	Flash Point with Tag Open-Cup Apparatus for Use with Material H	Tex-512-C AASHTO T79	each	$ 93.00		$ -
140	Saybolt Viscosity	Tex-513-C AASHTO T72	each	$ 82.00		$ -
141	Cutback Asphalts - Specific Gravity, API Gravity, or Density of Cutback Asphalts by Hdyrometer Method; Emulsified Asphalts - Weight per Gallon of Emulsified Asphalt	Tex-514-C ASTM D3142 ASTM D244	each	$ 136.00		$ -
142	Distillation of Cutback Asphalt Products	Tex-515-C AASHTO T78	each	$ 185.00		$ -
143	Float Test for Bituminous Materials	Tex-519-C AASHTO T50	each	$ 70.00		$ -
144	Standard Test Method for Emulsified Asphalts	Tex-521-C AASHTO T59	each	$ 190.00		$ -
145	Viscosity of Asphalts by Vacuum Capillary Viscometer	Tex-528-C AASHTO T202	each	$ 38.00		$ -
146	Kinematic Viscosity of Asphalts (Bitumens)	Tex-529-C AASHTO T201	each	$ 82.00		$ -
147	Boil Test (Effect of Water on Paving Mix)	Tex-530/531-C	each	$ 136.00	3	$ 408.00
148	Field Coring - ACP Thickness	ASTM D3549	each	$ 109.00		$ -
149	Pavement Thickness Determin. (Full Depth)	ASTM D3549	each	$ 136.00		$ -
150	Determining Polymer Additive Percentages in Polymer Modified	Tex-533-C	each	$ 65.00		$ -
151	Calculating Viscosity from Penetration	Tex-535-C	each	$ 76.00		$ -
152	Elastic Recovery of Tensile Deformation Using a Ductilometer	Tex-539-C	each	$ 65.00		$ -
153	Measurement of Polymer Separation on Heating in Modified Asphalat	Tex-540-C	each	$ 55.00		$ -
154	Rolling Thin Film Oven Test for Asphalt Binders	Tex-541-C ASSHTO T240	each	$ 110.00		$ -
155	Flexural Creep Stiffness Using the Bending Beam Rheometer	AASHTO T313	each	$ 110.00		$ -
156	Determining Rheological Properties of Asphalt Binder Using a Dy	AASHTO T315	each	$ 125.00		$ -
157	Determining Breaking Index for Asphalt Emulsions	Tex-542-C	each	$ 235.00		$ -
158	Resilience Test for Sealants and Repair Materials	Tex-547-C	each	$ 200.00		$ -
159	Tensile Strain to Failure	Tex-548-C	each	$ 65.00		$ -
160	Cone Flow Test	Tex-549-C	each	$ 60.00		$ -
161	Flexibility Test for Sealants and Repair Materials	Tex-550-C	each	$ 190.00		$ -
162	Settlement of Sealants and Repair Materials	Tex-551-C	each	$ 95.00		$ -
	Concrete & Aggregate Testing					
163	Sieve Analysis for Conc. Agg	Tex-401-A	each	$ 85.00	2	$ 170.00
164	Fineness Modulus for Conc. Agg	Tex-402-A	each	$ 75.00	2	$ 150.00
165	SSD Specific Gravity / Absorption Conc. Agg	Tex-403-A	each	$ 80.00		$ -
166	Unit Weight of Conc. Agg	Tex-404-A	each	$ 40.00	2	$ 80.00
167	Determining Pecent Voids and Solids in Concrete	Tex-405-A	each	$ 65.00		$ -
168	Decantation for Conc. Agg	Tex-406-A	each	$ 65.00	17	$ 1,105.00
169	Organic Impurities for Conc. Agg	Tex-408-A	each	$ 65.00	2	$ 130.00
170	Free Moisture and Water Absorption in Aggregate for Concrete	Tex-409-A	each	$ 35.00		$ -
171	L.A. Abrasion	Tex-410-A	each	$ 450.00	3	$ 1,350.00
172	5 Cycle Magnesium Soundness	Tex-411-A	each	$ 500.00	4	$ 2,000.00
173	Deleterious Material for Conc. Agg	Tex-413-A	each	$ 75.00	30	$ 2,250.00
174	Air Content of Fresh Concrete by Volumeteric	Tex-414-A	each	$ 33.00	141	$ 4,653.00
175	Slump of Fresh Concrete	Tex-415-A	each	$ 25.00	141	$ 3,525.00
176	Air Content of Fresh Concrete by Pressure	Tex-416-A	each	$ 27.00		$ -
177	Unit Weight, Yield and Air Content (Gravimetric) of Concrete	Tex-417-A	each	$ 30.00		$ -
178	Comp. Strength of Cyl. Conc. Specimen	Tex-418-A	each	$ 15.00	282	$ 4,230.00
179	Measure Temp. of Fresh Conc.	Tex-422-A	each	$ 20.00	141	$ 2,820.00
180	Obtaining & Testing Drilled Conc. Cores	Tex-424-A	each	$ 250.00		$ -
181	Absorption and Dry Bulk Specific Gravity of Lightweight Coarse	Tex-433-A	each	$ 95.00	2	$ 190.00
182	Test Flow of Grout Mixtures (Flow Cone Method)	Tex-437-A	each	$ 125.00		$ -
183	Accelerated Polish Test for Coarse Aggregate	Tex-438-A	each	$ 355.00		$ -
184	Det. Comp. Strength of Grouts	Tex-442-A	each	$ 18.00		$ -
185	Making & Curing Conc. Test Specimen	Tex-447-A	each	$ 18.00		$ -
186	Flexural Strength of Concrete Using Simple Beam Third-Point Load	Tex-448-A	each	$ 55.00		$ -
187	Capping Cyl. Conc. Specimen	Tex-450-A	each	$ 18.00		$ -
188	Degradation of Coarse Aggregate by Micro-Devel Abrasion	Tex-461-A	each	$ 350.00	2	$ 700.00

189	Uniformity of Concrete	Tex-472-A	each	$ 165.00		$ -
	Additional Testing	**Test Method**	**Unit**			
190	Geogrid Testing	Tex-621-J	each	$ 806.00		$ -
191	Water Quality Testing	Tex-619-J	each	$ 158.00		$ -
192	Lime Testing	Tex-600-J	each	$ 450.00	11	$ 4,950.00
193	Operating Inertial Profilers and Evaluating Pavement Profiles	Tex-1001-S	each	$ 1,500.00	2	$ 3,000.00
194	Vane Shear Testing	ASTM D2573	each	$ 327.00		$ -
	Miscellaneous Testing	**Test Method**	**Unit**			
195	Structural Field Welding	**NA**	hour	$150.00		$ -
	Equipmemt & Supplies for MT & UT		day	$150.00		$ -
	Other Direct Expenses		**Unit**			
	Photocopies B/W (8 1/2" X 11")		each	$ 0.15		$ -
	Photocopies B/W (11" X 17")		each	$ 0.23		$ -
	Photocopies Color (8 1/2" X 11")		each	$ 0.82		$ -
	Photocopies Color (11" X 17")		each	$ 1.41		$ -
	Digital Ortho Plotting		sheet	$ 2.43		$ -
	CADD Plotting		linear foot	$ 1.00		$ -
	Plots (B/W on Bond)		linear foot	$ 0.91		$ -
	Plots (Color on Bond)		linear foot	$ 1.75		$ -
	Plots (Color on Photgraphic Paper)		linear foot	$ 2.72		$ -
	Reproduction of CD/DVD		each	$ 5.00		$ -
	Additional Testing	**Test Method**	**Unit**			
196	Pressure Slake	Tex-431-A	each		2	$ -
197	Freeze Thaw	Tex-432-A	each		2	$ -
198	Determining Crushed Face Particle Count	Tex-460-A	each	$ 91.00	2	$ 182.00
199	Determining Flakiness Index	Tex-224-F	each	$ 90.00	2	$ 180.00
200	White Rock Count	Tex-220-F	each		2	$ -
201	Voids in Mineral Aggregates (VMA)	Tex-204-F	each	$ 2,250.00	48	$ 108,000.00
202	Acid Insoluble Residue for Fine Aggregates	Tex-612-J	each	$ 187.00	3	$ 561.00
					TOTAL TESTING:	**$ 405,501.00**

TEST NO.	CMT Firm:TERRACON CONSULTANTS Date: 09/13/2021			2020-23					
	Geotechnical Services		**Unit**	**20210830 FINAL RATES**					**COMMENTS**
1	Mobilization/Demobilization		each	$ 458.50					$6/mile for anything < 67 miles per trip or $400 > 67 miles
	Drilling, Logging, &Recovering Samples (**With** TCP)		per mile	$ 6.00					
2A	1. Depth ≤ 50 feet		Tex-132-E (every 5 feet)	$ 35.17					
2B	2. Depth ≥ 50 feet		linear foot	$ 37.36					
	Drilling, Logging, &Recovering Samples (**Without** TCP)								
3A	1. Depth ≤ 50 feet		linear foot	$ 30.61					
3B	2. Depth ≥ 50 feet		linear foot	$ 32.57					
4	Rock Coring (Soft Rock) [2]		linear foot	$ 17.52					
5	Rock Coring (Hard Rock) [2]		linear foot	$ 21.28					
6	Staking Borings and Utility Locations		hour	$ 121.67					
	Standby Time (sampling)		hour	$ 297.74					
7A	1. Hot Mix Asphalt (minumum of one hour)		each	$ 117.05					
7B	2. Concrete (minumum of one hour)		each	$ 171.98					
8	Piezometer - 2 inch (including well completion and installation)		linear foot	$ 48.36					
9	Grouting of Borings		linear foot	$ 6.86					
10	Traffic Control - Major		day	$ 1,957.92					
	Laboratory Test	**Test Method**	**Unit**						
11	Volumetric Shrinkage	ASTM D427	each	$ 105.24					
12	Standard Poor Test	ASTM D698	each	$ 205.74					
13	Modified Poor Test	ASTM D1557	each	$ 278.52					
14	Standard Penetration Test (SPT)	ASTM D1586	LF	$ 30.04					
15	California Bearing Ratio (Single Sample without MD Curve)	ASTM D1883	test	$ 302.03					
16	Unconfined Compressive Strength (Soil)	ASTM D2166	each	$ 67.44					
17	Hydraulic Conductivity Permeability	ASTM D2434	each	$ 391.33					
18	One Dimensional Consolidation Properties of Soil	ASTM D2435	each	$ 489.34					
19	Unconfined Compressive Strength (Rock)	ASTM D2938	each	$ 89.11					
20	Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	set of 3	$ 679.23					
21	Direct Shear Test of Soils Under Consolidated Drained Conditions, SAND	ASTM D3080	set of 3	$ 576.27					
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	$ 37.69					
25	Calcium Carbonate Content of Soils	ASTM D4373	LF	$ 68.31					
26	Hydraulic Conductivity Permeability	ASTM D4511	each	$ 324.08					
27	One Dimensional Swell, Methods A&B	ASTM D4546	each	$ 249.47					
28	One Dimensional Swell, Method B Only	ASTM D4546	each	$ 324.66					
29	One Dimensional Swell, Method C	ASTM D4546	each	$ 247.52					
30	Permeability of Silt and Clays	ASTM D5084	each	$ 385.64					
31	Suction Test (Filter Method)	ASTM D5298	each	$ 91.51					
32	Casagrande Type Piezometers	N/A	each	$ 337.82					
33	Casagrande Type Piezometers Installation	N/A	each	$ 339.59					
~~34~~	~~Miscellaneous Testing~~	~~N/A~~	~~each~~	$ 188.62					No need for this rate.
35	Vertical Inclinometer	N/A	each	$ 575.22					
36	Vertical Inclinometer Installation	N/A	each	$ 917.26					
37	Vibrating Wire Piezometer	N/A	each	$ 960.25					
38	Vibrating Wire Piezometer Installation	N/A	each	$ 995.10					
39	Soil Boring with SPT	ASTM D1586	LF	$ 33.48					
	Laboratory Test	**Test Method**							
	Soils & Base Testing								
40	Sampling	Tex-400-A	hour	$ 66.15					
41	Sample Preparation	Tex-101-E	each	$ 67.65					
42	Determining Slaking Time	Tex-102-E	each	$ 72.20					
43	Moisture Content	Tex-103-E	each	$ 15.44					
44	Atterburg Limits	Tex-104,105&106-E	Set of 3	$ 93.10					
45	Linear Bar Shrinkage (per bar)	Tex-107-E	each	$ 69.04					
46	Determining the Specific Gravity of Soils	Tex-108-E	each	$ 80.67					
47	Sieve Analysis	Tex-110-E, Part I	each	$ 83.14					
48	Sieve Analysis (Hydrometer with Tex-108-E)	Tex-110-E, Part II	each	$ 94.61					
49	Hydrometer with Tex-108-E (in conjunctin with Tex-110-E, Part II)	Tex-108-E	each	$ 65.69					
50	Percent Passing No. 200 Sieve	Tex-111-E	each	$ 66.42					
51	Determining the Amount of Material in Solis Finer than the 75 mi	Tex-111-E	each	$ 63.71					
52	Admixing Lime to Reduce Plasticity Index of Soils	Tex-112-E	each	$ 145.84					
53	Moisture-Density Relationship	Tex-113-E	each	$ 274.07					
54	Moisture-Density Relationship	Tex-114-E	each	$ 259.06					
55	Field Density Measurements	Tex-115-E	hour	$ 61.22					
56	Wet Ball Mill Test	Tex-116-E	each	$ 260.00					
57	Texas Triaxial Compression [6]	Tex-117-E, Part I	each	$ 793.37					
58	Texas Triaxial Compression [6]	Tex-117-E, Part II	each	$ 1,451.89					
59	Quality Assurance (QA) Series for Flexible Base [7] [8]	See Foot Notes	each	$ 2,178.60					
60	Soil- Cement Testing [7]	Tex-120-E, Part II	each	$ 439.45					
61	Soil- Lime Testing [7]	Tex-121-E, Part II	each	$ 430.11					
61.1	Soil-Lime Testing Determining Stabilization Ability of Lime by Soil pH	Tex-121-E, Part III	each	$ 395.15					
62	Determining the Drainage Factor of Soil Materials (Not Field Test)	Tex-123-E ++	each	$ 332.34					
63	Determining Modulus of Sub-grade Recaction (K Value) (Not Field Test)	Tex-125-E ++	each	$ 139.15					
64	Molding, Testing, and Evaluation Bituminous Black Base Materials	Tex-126-E ++	each	$ 1,360.40					
65	Lime-Fly Ash Compression [7]	Tex-127-E	each	$ 719.39					
66	Soil pH	Tex-128-E	each	$ 53.94					
67	Resistivity of Soils	Tex-129-E	each	$ 118.20					
68	Slurry Testing	Tex-130-E	each	$ 109.14					
69	Texas Cone Penetration	Tex-132-E	each	$ 41.79					
70	Freezing and Thawing Tests oc Compacted Soil-Cement Mixture	Tex-135-E	each	$ 360.26					
71	Thickness of Pavement Layers (4 hour minimum)	Tex-140-E	hour	$ 107.04					
72	Manual Procedure for Description and Identification of Soils	Tex-141-E	each	$ 51.18					
73	Laboratory Classification os Soils for Engineering Purposes	Tex-142-E	each	$ 65.75					
74	Sulfate Content in Soils	Tex-145-E	each	$ 91.91					
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-148-E	each	$ 231.70					
76	Determining Cholride and Sulfate Contents in Soils	Tex-620-J	each	$ 88.16					
77	Free Swell Test	EM1110-2-1906	each	$ 192.31					
78	Pressure Swell Test	EM1110-2-1906	each	$ 292.08					
79	One-Dimensional Swell	ASTM D4546	each	$ 277.26					
80	One-Dimensional Swell (Method B Only)	ASTM D4546	each	$ 259.35					
81	Potential Vertical Rise Calculation	Tex-124-E	each	$ 85.14					
82	Volumetric Shrinkage	ASTM D4943	each	$ 111.43					
~~83~~	~~Volumetric Shrinkage~~	~~ASTM D427~~	~~each~~	$ 81.35					Repeated on Line 11
84	Unconfined Compression Test (Soil)	ASTM D2166	each	$ 66.79					
85	Unconfined Compression Test (Rock)	ASTM D2938	each	$ 97.80					
86	Unconfined Compression Test (Rock) (Method D)	ASTM D7012	each	$ 72.17					
	Unconsolidated Undrained (UU) Triaxial Compression Test								
87	1. Set of Three	Tex-118-E	set	$ 312.36					
88	2. Multistage	Tex-118-E	each	$ 286.21					
	Consolidated Undrained (CU) Triaxial Compression Test								
89	1. Set of Three	Tex-131-E or ASTM D4767	set	$ 1,484.08					
90	2. Multistage	Tex-131-E or ASTM D4767	each	$ 1,286.81					
	Consolidated Drained (CD) Triaxial Compression Test								
91	1. Set of Three	Tex-131-E or ASTM D4767	set	$ 1,128.69					
92	2. Multistage	Tex-131-E or ASTM D4767	each	$ 1,030.76					
93	Direct Shear Consolidated Drained (CD), sand	ASTM D3080	set of 3	$ 658.05					
94	Direct Shear Consolidated Drained (CD), clay	ASTM D3080	set of 3	$ 834.92					
95	One-Dimensional Consolidation Test (7 load increments)	ASTM D2435	each	$ 597.14					

96	Resilient Modulus (fine-grained soils)	AASHTO T307	each	$ 1,141.53				
	Hot Mix Asphalt Testing							
97	Sieve Analysis of Fine and Coarse Aggregates	Tex-200-F	each	$ 94.54				
98	Bulk Specific Gravity and Water Absorption of Aggregates	Tex-201-F	each	$ 91.88				
99	Apparent Specific Gravity of Material Finer Than 180 µm (No. 80) Sieve	Tex-202-F	each	$ 64.35				
100	Sand Equivalent Test	Tex-203-F	each	$ 95.22				
101	Labortory Method of Mixing Bituminous Mixtures	Tex-205-F	Set of 3	$ 163.82				
102	Compacting Specimens Using the Texas Gyratory Compactor (TG	Tex-206-F	Set of 3	$ 113.04				
103	Determining Bulk Specific Gravity of Compacted Bituminuous Mixtures	Tex-207-F (I)	each	$ 42.46				
104	Determining In-Place Density of Compacted Bituminuous Mixtures (Nuclear Method)	Tex-207-F (III)	each	$ 39.73				
105	Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (IV)	each	$ 88.69				
106	Segregation Profile	Tex-207-F (V)	each	$ 194.17				
107	Joint Density	Tex-207-F (VII)	each	$ 194.17				
108	Test of Stabilometer Value of Bituminous Mixtures	Tex-208-F	set of 3	$ 157.05				
109	Determining Asphalt Content of Bituminous Mixtures by Extraction	Tex-210-F	each	$ 182.13				
110	Recovery of Asphalt from Bituminou Mixtures by the Abson Pro	Tex-211-F	each	$ 289.11				
111	Determining Moisture Content of Bituminous Mixtures	Tex-212-F	each	$ 54.03				
112	Determining Hydrocarbon-Volatile Content of Bituminous Mixture	Tex-213-F	each	$ 131.76				
113	Determining Deleterious Material and Decantation Test for Coarse Aggregates	Tex-217-F	each	$ 99.09				
114	Indirect Tensile Strength Test	Tex-226-F	each	$ 495.02				
115	Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	each	$ 105.31				
116	Determining Asphalt Content of Bituminous Mixtures by the Nuclear	Tex-228-F	each	$ 103.18				
117	Combined HMAC Cold-Belt Sampling and Testing Procedure	Tex-229-F	each	$ 79.85				
118	Determining Draindown Characteristics in Bituminous Mixtures	Tex-235-F	each	$ 69.93				
119	Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex-236-F	each	$ 162.20				
120	Asphalt Release Agents	Tex-239-F	each	$ 86.83				
121	Superpave Gyratory Compacting of Test Specimens of Bituminous	Tex-241-F	each	$ 158.11				
122	Hamburg Wheel Tracker	Tex-242-F	each	$ 451.77				
123	Tack Coat Adhesion	Tex-243-F	each	$ 135.65				
124	Thremal Profile	Tex-244-F	each	$ 159.17				
125	Cantabro Loss	Tex-245-F	each	$ 219.67				
126	Permeability or Water Flow of Hot Mix Asphalt	Tex-246-F	each	$ 81.80				
127	Overlay Test	Tex-248-F	set of 3	$ 762.22				
128	Flat and Elongated Particles	Tex-280-F	each	$ 77.36				
129	Sampling Bituminous Materials, Pre-Molded Joint Fillers, and Joint	Tex-500-C	each	$ 82.52				
130	Asphalt Binder Water in Petroleum	Tex-501-C AASHTO T55	each	$ 120.50				
131	Penetration of Bituminous Materials	Tex-502-C AASHTO T49	each	$ 130.82				
132	Ductility of Asphalt Materials	Tex-503-C AASHTO T51	each	$ 139.55				
133	Flash and Fire Points by Cleveland Open Cup	Tex-504-C AASHTO T48	each	$ 70.56				
134	Softening Point of Bitumen (Riing and Ball Apparatus	Tex-505-C AASHTO T53	each	$ 120.27				
135	Solubility of Bituminous Materials	Tex-507-C AASHTO T44	each	$ 140.33				
136	Specific Gravity	Tex-508-C AASHTO T228	each	$ 94.34				
137	Spot Test of Asphaltic Materials	Tex-509-C AASHTO T102	each	$ 197.57				
138	Effect of Heat and Air on Asphalt Materials (Thin-Film Oven Test)	Tex-510-C AASHTO t179	each	$ 148.60				
139	Flash Point with Tag Open-Cup Apparatus for Use with Material H	Tex-512-C AASHTO T79	each	$ 108.75				
140	Saybolt Viscosity	Tex-513-C AASHTO T72	each	$ 89.02				
141	Cutback Asphalts - Specific Gravity, API Gravity, or Density of Cutback Asphalts by Hdyrometer Method; Emulsified Asphalts - Weight per Gallon of Emulsified Asphalt	Tex-514-C ASTM D3142 ASTM D244	each	$ 365.94				
142	Distillation of Cutback Asphalt Products	Tex-515-C AASHTO T78	each	$ 205.67				
143	Float Test for Bituminous Materials	Tex-519-C AASHTO T50	each	$ 85.65				
144	Standard Test Method for Emulsified Asphalts	Tex-521-C AASHTO T59	each	$ 238.65				
145	Viscosity of Asphalts by Vacuum Capillary Viscometer	Tex-528-C AASHTO T202	each	$ 46.17				
146	Kinematic Viscosity of Asphalts (Bitumens)	Tex-529-C AASHTO T201	each	$ 89.02				
147	Boil Test (Effect of Water on Paving Mix)	Tex-530/531-C	each	$ 147.94				
148	Field Coring - ACP Thickness	ASTM D3549	each	$ 119.16				
149	Pavement Thickness Determin. (Full Depth)	ASTM D3549	each	$ 147.94				
150	Determining Polymer Additive Percentages in Polymer Modified	Tex-533-C	each	$ 79.42				
151	Calculating Viscosity from Penetration	Tex-535-C	each	$ 87.06				
152	Elastic Recovery of Tensile Deformation Using a Ductilometer	Tex-539-C	each	$ 78.21				
153	Measurement of Polymer Separation on Heating in Modified Asphalat	Tex-540-C	each	$ 123.22				
154	Rolling Thin Film Oven Test for Asphalt Binders	Tex-541-C ASSHTO T240	each	$ 171.74				
155	Flexural Creep Stiffness Using the Bending Beam Rheometer	AASHTO T313	each	$ 253.00				
156	Determining Rheological Properties of Asphalt Binder Using a Dy	AASHTO T315	each	$ 218.06				
157	Determining Breaking Index for Asphalt Emulsions	Tex-542-C	each	$ 251.89				
158	Resilience Test for Sealants and Repair Materials	Tex-547-C	each	$ 305.36				
159	Tensile Strain to Failure	Tex-548-C	each	$ 81.65				
160	Cone Flow Test	Tex-549-C	each	$ 80.95				
161	Flexibility Test for Sealants and Repair Materials	Tex-550-C	each	$ 299.70				
162	Settlement of Sealants and Repair Materials	Tex-551-C	each	$ 115.78				
	Concrete & Aggregate Testing							
163	Sieve Analysis for Conc. Agg	Tex-401-A	each	$ 90.10				
164	Fineness Modulus for Conc. Agg	Tex-402-A	each	$ 37.69				
165	SSD Specific Gravity / Absorption Conc. Agg	Tex-403-A	each	$ 85.63				
166	Unit Weight of Conc. Agg	Tex-404-A	each	$ 58.30				
167	Determining Pecent Voids and Solids in Concrete	Tex-405-A	each	$ 75.94				
168	Decantation for Conc. Agg	Tex-406-A	each	$ 62.34				
169	Organic Impurities for Conc. Agg	Tex-408-A	each	$ 59.16				
170	Free Moisture and Water Absorption in Aggregate for Concrete	Tex-409-A	each	$ 62.94				
171	L.A. Abrasion	Tex-410-A	each	$ 403.12				
172	5 Cycle Magnesium Soundness	Tex-411-A	each	$ 520.48				
173	Deleterious Material for Conc. Agg	Tex-413-A	each	$ 73.27				
174	Air Content of Fresh Concrete by Volumeteric	Tex-414-A	each	$ 33.10				
175	Slump of Fresh Concrete	Tex-415-A	each	$ 29.90				
176	Air Content of Fresh Concrete by Pressure	Tex-416-A	each	$ 32.08				
177	Unit Weight, Yield and Air Content (Gravimetric) of Concrete	Tex-417-A	each	$ 55.25				
178	Comp. Strength of Cyl. Conc. Specimen	Tex-418-A	each	$ 20.43				
179	Measure Temp. of Fresh Conc.	Tex-422-A	each	$ 23.16				
180	Obtaining & Testing Drilled Conc. Cores	Tex-424-A	each	$ 303.62				
181	Absorption and Dry Bulk Specific Gravity of Lightweight Coarse	Tex-433-A	each	$ 105.40				
182	Test Flow of Grout Mixtures (Flow Cone Method)	Tex-437-A	each	$ 102.66				
183	Accelerated Polish Test for Coarse Aggregate	Tex-438-A	each	$ 790.55				
184	Det. Comp. Strength of Grouts	Tex-442-A	each	$ 24.84				
185	Making & Curing Conc. Test Specimen	Tex-447-A	each	$ 22.78				
186	Flexural Strength of Concrete Using Simple Beam Third-Point Load	Tex-448-A	each	$ 48.13				
187	Capping Cyl. Conc. Specimen	Tex-450-A	each	$ 19.40				
188	Degradation of Coarse Aggregate by Micro-Devel Abrasion	Tex-461-A	each	$ 252.89				
189	Uniformity of Concrete	Tex-472-A	each	$ 173.12				
	Additional Testing	**Test Method**	**Unit**					
190	Geogrid Testing	Tex-621-J	each	$ 800.20				
191	Water Quality Testing	Tex-619-J	each	$ 175.47				
192	Lime Testing	Tex-600-J	each	$ 367.59				
193	Operating Inertial Profilers and Evaluating Pavement Profiles	Tex-1001-S	each	$ 1,676.76				
194	Vane Shear Testing	ASTM D2573	each	$ 338.00				
	Miscellaneous Testing	**Test Method**	**Unit**					
195	Structural Field Welding	NA	hour	$ 150.00				
	Equipmemt & Supplies for MT & UT		day	$ 150.00				
	Other Direct Expenses		**Unit**					
	Photocopies B/W (8 1/2" X 11")		each	$ 0.15				
	Photocopies B/W (11" X 17")		each	$ 0.23				
	Photocopies Color (8 1/2" X 11")		each	$ 0.82				
	Photocopies Color (11" X 17")		each	$ 1.41				
	Digital Ortho Plotting		sheet	$ 2.43				
	CADD Plotting		linear foot	$ 1.00				
	Plots (B/W on Bond)		linear foot	$ 0.91				
	Plots (Color on Bond)		linear foot	$ 1.75				
	Plots (Color on Photgraphic Paper)		linear foot	$ 2.72				
	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	**$ 186.90**
Senior Geotechnical Engineer	$ 65.00	$ 210.50	**$ 166.32**
Geotechnical Engineer	$ 62.00	$ 192.20	**$ 136.40**
Project Engineer	$ 56.00	$ 173.60	**$ 133.98**
Engineering Lab Manager	$ 40.00	$ 124.00	**$ 94.71**
Utility Coordinator	$ 38.00	$ 117.80	**$ 110.98**
Senior Project Inspector	$ 38.00	$ 117.80	**$ 99.75**
Project Inspector	$ 30.00	$ 93.00	**$ 73.92**
EIT	$ 40.00	$ 124.00	**$ 88.00**
Engineer Tech / GIS	$ 27.00	$ 83.70	**$ 76.60**
Logger	$ 22.00	$ 68.20	**$ 62.00**
Field Technician (Soils, Aggr, Asph, Conc)	$ 22.00	$ 68.20	**$ 68.20**
CADD Operator	$ 22.00	$ 68.20	**$ 77.50**
Admin/Clerical	$ 22.00	$ 68.20	**$ 61.95**

ATTACHMENT E-1
Final Cost Proposal Form

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

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

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

EXHIBIT F

WORK SCHEDULE

HCRMA Construction & Materials Testing Services
TOLL365 (SH 365)

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

ATTACHMENT H-MOU

MEMORANDUM OF UNDERSTANDING REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORATION'S FEDERALY-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

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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.

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(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

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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.

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ATTACHMENT H-MOU

**MEMORANDUM OF UNDERSTANDING
REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORATION'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

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

Date: 3/13/08

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Dennis Burleson
Chairman

Date: 2/13/2008

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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.

State Funded Contracts
Attachment H-SG, Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts, State of Texas HUB Subcontracting Plan Required ♦ This provision is applicable to state funded contracts with a HUB goal assigned. ♦ 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. ♦ 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. ♦ 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. ♦ Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-SN, Historically Underutilized Business (HUB) Participation for State Funded Professional or Technical Services Contracts, No State of Texas HUB Subcontracting Plan Required ♦ 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. ♦ 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. ♦ Attachment H-6 must be submitted monthly to the AUTHORITY Office even though there is no invoice being submitted or subcontracting to report. ♦ Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.
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. ♦ Required for all State funded contracts. ♦ 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. ♦ A copy of Attachment H-6 must be submitted when supplying an invoice to the appropriate agency contact for payment. ♦ The "Object Code" section(s) on this form should remain blank.

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

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

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 .

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.

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

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.

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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.

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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.

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

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.

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.

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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: Terracon Consultants, 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 1st 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 ***
Subprovider(s) Contract or % of Work* Totals					

*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)

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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: 6.0% Prime Provider Terracon Consultants, Inc.

Work Authorization (WA)#:_____ WA Amount: **$0** Date: _____
Supplemental Work Authorization (SWA) #:_____ to WA #:_____ SWA Amount: _____
Revised WA Amount: _____

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

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

Provider Name: Terracon Consultants, Inc. **Address: 1506 Mid-Cities, Pharr, Texas, 78577** **VID Number:** **PH: & FAX: 956-283-8254** **Email: jorge.flores@terracon.com**	**Name:** Jorge A. Flores, P.G. ***(Please Print)*** **Title:** Client Manager **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**

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

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

Contract #: _____
Date of Execution: _____
Prime Provider: Terracon Consultants, Inc.
Work Authorization No. :_____

Original Contract Amount: **$0**
Approved Supplemental Agreements: **$0**
Total Contract Amount: **$0**
Work Authorization Amount: **$0**

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining

Fill out Progress Assessment Report with each estimate/invoice submitted, *for all subcontracts*, and forward as follows:
1 Copy with Invoice - Hidalgo County Regional Mobility Authority Office
I hereby certify that the above is true and correct statement of the amounts paid to the firms listed above.

Print Name - Company Official /DBE Liaison Officer | Signature | Phone | Date

Email | | Fax

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:

Vendor ID #	**Subprovider**	**Total $ Amount Paid to Date**
TOTAL		

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:_____

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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.

Name	Address	Phone Number

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

HUB Subcontracting Plan (HSP)
Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Contract/Requisition Number: _____ Date of Award: _____ (mm/dd/yyyy) Object Code: _____ (Agency Use Only)

Contracting Agency/University Name: _____

Contractor (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

Reporting (Month) Period: _____ Total Amount Paid this Reporting Period to $ _____ -

Report HUB and Non-HUB subcontractor information

Subcontractor's Name	Subcontractor's VID or HUB Certificate Number	*Texas Certified HUB? (Yes or No)	Total Contract $ Amount from HSP with Subcontractor	Total $ Amount Paid This Reporting Period to Subcontractor	Total Contract $ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	

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). 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: Terracon Consultants, Inc.

BY: _____

DATE: _____

ATTACHMENT K
DEBARMENT CERTIFICATION



Quality Assurance Program for Design-Bid-Build Projects

May 2019

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SECTION 1 - INTRODUCTION

1.1 Overview

The Texas Department of Transportation (TxDOT) established the Quality Assurance Program (QAP) for Design-Bid-Build (D-B-B) Projects to ensure that materials and workmanship incorporated into highway construction projects are in reasonable conformity with the requirements of the approved plans and specifications, including any approved changes. This program conforms to the criteria in 23 CFR 637 B, where the Materials and Tests Division (MTD) central laboratory will be accredited under the AASHTO Accreditation Program (AAP) which oversees the statewide qualification program.

It consists of an "Acceptance Program" and "Independent Assurance (IA) Program" based on test results obtained by qualified persons and equipment.

The QAP allows for the use of validated Contractor-performed quality control (QC) test results as part of an acceptance decision. It also allows for the use of test results obtained by commercial laboratories in acceptance decisions. The acceptance of all materials and workmanship is the responsibility of the Engineer.

1.2 Support

For more information regarding the information and procedures in the program, contact the Materials and Tests Division (MTD) Administration at 512/506-5843.

SECTION 2 - ACCEPTANCE PROGRAM

2.1 Overview

The Quality Assurance Program (QAP) assures materials, incorporated into any highway construction project, are subject to verification sampling and testing, as well as quality control (QC) sampling and testing when required by the specifications.

The District Engineer will delegate an individual at the district level for the accountability of certification verification in SiteManager (SM) and at the laboratory for various project delivery options applicable to the DBB program.

The delegation of authority should encompass a mechanism that provides oversight authority and an audit function to ensure compliance. Additional information can be found in Section 6.7 – Dispute Resolution.

2.2 Sampling and Testing Frequency and Location

Verification sampling and testing will be performed at the location and frequency established in the Department's Guide Schedule of Sampling and Testing for Design-Bid-Build (DBB) Projects (DBB Guide Schedule) or specifications specific to each project.

2.3 Documentation

Testing will be documented within SiteManager on the department approved excel templates. When the tester does not enter test results directly into SM, the hardcopy will need to be scanned and attached to the SM sample documenting the tester's name.

2.4 Quality Control Sampling and Testing

Contractor-performed QC sampling and testing may be used as part of an acceptance decision when required or allowed by specification.

QC sampling and testing personnel, laboratories, and equipment will be qualified in accordance with Section 6 – Technician Qualification Program and Section 7 – Laboratory Qualification Program and will be evaluated under the Independent Assurance Program, as described in Section 3 of this document.

QC test results will be validated by verification test results obtained from independently taken samples. Qualified TxDOT personnel or their designated agents will perform verification sampling and testing.

2.5 Dispute Resolution

When QC test results are used in the acceptance decision, the MTD central laboratory or an accredited independent laboratory approved by MTD will perform the referee testing. The referee laboratory decision will be final.

SECTION 3 - INDEPENDENT ASSURANCE PROGRAM

3.1 Overview

The Independent Assurance (IA) program evaluates all sampling and testing procedures, personnel, and equipment used as part of an acceptance decision.

The IA program evaluates the qualified sampling and testing personnel and testing equipment and is established using the system approach. The system approach bases frequency of IA activities on time—regardless of the number of tests, quantities of materials, or numbers of projects tested by the individual being evaluated.

3.2 Required Frequencies and Activities

Table 1 gives the frequencies and activities required for evaluating sampling and testing personnel and equipment under the system approach to IA.

Table 1
Frequencies and Activities Required Under IA System Approach

Time	Activity
Before performing acceptance sampling and testing.	Qualification required under Section 6 and Section 7 of this QAP.
Within 12 months after Observation and Qualification, not to exceed 15 months.	Each qualified technician is required to participate in the first available proficiency or split sample for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 24 months after Observation and Qualification, not to exceed 27 months.	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 36 months of Qualification. (Only required for certifications issued by TxDOT or TXAPA with a 3-year cycle.)	Qualification is again required under Section 6 and Section 7 of this QAP.
Within 36 months after Observation and Qualification, not to exceed 39 months. (Only required for ACI, which has a 5-year certification cycle.)	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 48 months after Observation and Qualification, not to exceed 51 months. (Only required for ACI, which has a 5-year certification cycle.)	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.

Within 60 months of qualification (Only required for certifications issued by ACI with a 5-year cycle.)	Qualification is again required under Section 6 and Section 7 of this QAP.

Maintaining technician qualification under the IA system approach requires continuation of the above cycle of qualification and successful split or proficiency sample testing.

3.3 Testing Equipment

MTD will qualify district laboratory testing equipment used for acceptance sampling and testing, in accordance with Section 7 – Laboratory Qualification Program. Any non-TxDOT commercial laboratory used for acceptance sampling and testing must be accredited in accordance with Section 7.3 – Qualification.

MTD may designate the district laboratory to qualify commercial laboratory testing equipment, used for acceptance sampling and testing, in accordance with corresponding calibration test procedures. MTD or TxDOT district laboratory may hire a third-party entity to perform calibration or verification in accordance with corresponding calibration test procedures.

The qualifying authority will qualify testing equipment in accordance with the following guidelines.

A. Frequency for qualifying sampling and testing equipment must not exceed 1 year.
B. Calibration or verification is required whenever the laboratory or equipment is moved.

The qualifying authority will evaluate any equipment used to perform verification and QC sampling and testing in making an acceptance decision. This evaluation includes calibration checks and split or proficiency sample tests. The Department test procedures referenced in Section 7.4 – Calibration Standards and Frequencies for Laboratory Equipment give the requirements for, and frequency of, equipment calibrations.

3.4 Testing Personnel

MTD will qualify district and commercial laboratory personnel performing IA activities, in accordance with Section 6 – Technician Qualification Program.

MTD may designate a district laboratory to qualify other Department personnel and accredited commercial laboratory personnel performing IA activities. When a district qualifies commercial laboratory personnel, they must notify MTD in writing.

Individuals performing IA activities will be other than those performing verification or QC testing.

IA personnel will evaluate any individual performing verification or QC sampling and testing. This evaluation includes observations and split or proficiency sample testing.

3.5 Comparing Test Results

Comparison of the split sample test results can be used if equipment or procedures issues are suspected. Appendix B gives the acceptable tolerance limits for comparing test results from split and proficiency samples.

If the comparisons of the test results do not comply with the tolerances, an engineering review of the test procedures and equipment will be performed immediately to determine the source of the discrepancy.

3.6 Annual Report of IA Program Results

MTD will compose and submit an annual report to the Federal Highway Administration (FHWA) summarizing the results of TxDOT's systems approach IA program. See Appendix C for the annual report form.

This report identifies:

- number of sampling and testing personnel evaluated by the systems approach IA testing;
- number of IA evaluations found to meet tolerances in Appendix B;
- number of IA evaluations found to not meet tolerances in Appendix B; and
- summary of any significant system-wide corrective actions taken.

SECTION 4 - MATERIALS CERTIFICATION

4.1 Overview

The TxDOT District Area Engineer or Director of Construction will submit a materials certification letter, conforming in substance to the examples shown in Appendix D or E, as applicable.

For projects with federal oversight, submit the materials certification letter (Appendix D) to the FHWA division administrator, with a copy to MTD.

For non-federal oversight projects, submit the material certification letter (Appendix E) to the TxDOT District Engineer, with a copy to MTD.

Either letter must be submitted at final acceptance of the project.

SECTION 5 - CONFLICT OF INTEREST

5.1 Overview

To avoid an appearance of a conflict of interest, any qualified non-TxDOT laboratory will perform only one of the following functions on the same project:

- verification sampling and testing;
- QC sampling and testing;
- IA testing; or
- referee testing.

SECTION 6 - TECHNICIAN QUALIFICATION PROGRAM

6.1 Purpose

This program provides uniform statewide procedures for technician qualification to ensure that tests required by the specifications are performed according to the prescribed sampling and testing methods.

6.2 Technician Qualification

Sampling and testing personnel will be qualified to perform sampling and testing for the acceptance of materials in the areas of soils, bituminous, aggregate, and concrete materials.

The test methods for which individuals can be qualified are included in the following series of the TxDOT Test Procedures.

- 100-E Series (Soils)
- 200-F Series (Bituminous)
- 400-A Series (Aggregates and Concrete)
- 500-C Series (Asphalt – Tex-500-C and Tex-530-C)

6.3 Who Must Be Qualified?

Any individual who performs sampling and testing on the materials listed in Section 6.2 – Technician Qualification, for acceptance, must be qualified in each test procedure they perform.

NOTE—Reciprocity may be granted to individuals who have been successfully qualified under another state's program. These situations will be considered on a case-by-case basis and must meet the approval of the Materials and Tests (MTD) Division Director.

6.4 Who Can Qualify Sampling and Testing Personnel?

The following personnel may qualify an individual to perform the required sampling and testing of materials:

- MTD personnel;
- qualified district materials engineer or laboratory supervisor (except as noted below);
- qualified district laboratory personnel who have been authorized by the district materials engineer or laboratory supervisor to qualify others; and
- department-approved entities such as the Texas Asphalt Pavement Association (TXAPA) and the American Concrete Institute (ACI). Certifications received from these institutions may be used to satisfy the written exam and observation part of the Technician Qualification Program.

NOTE—Each district laboratory will maintain a minimum of one individual qualified by MTD or its designated agent, for each test procedure performed within the district. To perform testing and qualify district personnel for TxDOT concrete test methods, at least one individual from the district laboratory must have the corresponding ACI Field and Strength certifications issued by MTD.

6.5 Required Certifications for Commercial Laboratory and Contractor Personnel

Non-TxDOT laboratory personnel performing sampling and testing for TxDOT, or as required by specification, must obtain and keep current the following certifications pertinent to their scope of testing:

- ACI Concrete Field Testing Technician – Grade I,
- ACI Concrete Strength Testing Technician,
- TXAPA HMA Level 1A – Plant Production Specialist,
- TXAPA HMA Level 1B – Roadway Specialist,
- TXAPA HMA Level 2 – Mix Design Specialist,
- TXAPA SB 101 – Property Specialist,
- TXAPA SB 102 – Field Specialist,
- TXAPA SB 103 – Materials Analysis Specialist,
- TXAPA SB 201 – Strength Specialist,
- TXAPA SB 202 – Compressive Strength Specialist, and
- TXAPA AGG101 -– Aggregate Specialists.

For testing procedures not covered by the above certifications, the following personnel may qualify an individual to perform the required sampling and testing of materials:

- district laboratory personnel who have been authorized by MTD to perform technician qualifications, and
- MTD personnel.

6.6 Qualification Procedure

To qualify, an authorized evaluator must witness an individual successfully perform the specific test and the necessary calculations required to determine specification compliance. Successful performance is defined as demonstrating the ability to properly perform the key elements for each test method. If the individual fails to demonstrate the ability to perform a test, the individual will be allowed one retest per test method at the evaluator's

convenience. The maximum number of attempts cannot exceed three trials in a 90-day period of time.

In addition to successful performance of a test method, the individual must pass a written examination (minimum score of 80%) administered by an authorized evaluator. The maximum amount of time allocated per test will be one hour. If an individual cannot complete the written test in an hour, it will result in failure. An individual failing the written examination may request a retest. The retest must be scheduled and administered within 30 days of notification of failure; however, the maximum number of attempts cannot exceed three trials in a 90-day period of time.

Under unique circumstances, the qualification authority may grant a verbal examination upon request. The reasons for requesting a verbal examination must be presented and documented before the individual is allowed to take the examination. Should the technician fail the retest examination, the technician will not be allowed to test again unless a written notification is received from the technician's employer or supervisor stating that the technician has received additional training. MTD or its representative will determine the adequacy of the additional training. Failure to pass the third written examination will be considered as failing the entire qualification.

Successful qualification is defined as passing both the written and performance examinations.

In addition, the individual must participate in split or proficiency samples administered by the qualifying authority to validate the qualification as defined in Appendix B. MTD determines the qualifying authority for the split or proficiency sample.

Unless otherwise stated, qualification of an individual is valid for not more than 3 years, after which the individual must be re-qualified. Under the IA system approach, annual split or proficiency evaluations will be required as specified in Section 3.2 – Required Frequencies and Activities. Failure to satisfactorily complete annual split or proficiency testing will result in certification revocation.

6.7 Provisional Certifications

If the required certifications, listed in the Section 6.5 – Required Certifications for Commercial Laboratories and Contractor Personnel, cannot be readily obtained due to course availability, schedule conflicts, or other extenuating circumstances, provisional certifications administered by MTD or TxDOT's district laboratory will be allowed, per the following stipulations:

- provisional certifications must be approved by MTD or TxDOT district laboratory supervisor;
- provisional certifications will be valid for one month after the TXAPA and ACI examination dates; and
- the candidate must show evidence of having enrolled in the required ACI or TXAPA course.

6.8 Responsibility and Documentation

MTD and the district materials engineer, laboratory supervisor, or designee are responsible for maintaining documentation of all individuals qualified under their authority who perform required tests for acceptance of materials. The CE&I firm shall identify a coordinator with the responsibility to communicate with the Area Office who will then coordinate with the district level person to satisfy the requirements for qualified testers. SiteManager shall be used to send email notification on certification status to the owner (technician) as well as the district level responsible person. TxDOT's SiteManager will be the official system of record for qualified or certified TxDOT and commercial laboratory personnel.

Issuance of qualification certificates by the TxDOT qualifying authority is not required. A qualification summary listing all tests for which an individual is qualified is available in SiteManager and may be printed and signed at the district's discretion. Documentation is to be maintained through the Object Linking and Embedding (OLE) attachment window. This function allows all qualified personnel supporting documentation to be viewed in SM which includes:

- copies of certificates issued by ACI and TXAPA; or
- copies of certificates issued by MTD or TxDOT district laboratory, if issued;
- Quality Assurance Test (QAT) report with clear identification of technician's name, qualifier's name, score, and date taken; and
- original performance examinations for test procedures administered to each technician by the TxDOT qualifying authority, with clear identification of technician's name, qualifier's name, qualification status, and date.

Documentation retention will be for the life of the qualification, as detailed in the State of Texas Records Retention Schedule.

Results of annual proficiency testing administered by MTD or TXAPA will be stored in their respective central repositories through SharePoint. Annual split sample evaluations should be stored in SiteManager.

6.9 Disqualification

Accusations of misconduct by testing technicians are made to the responsible TxDOT district representative and reported to MTD. Table 2 defines the 3 levels of misconduct: neglect, abuse, and breach of trust.

Table 2
Levels of Misconduct

Term	Definition
Neglect	Unintentional deviations from testing procedures or specifications.
Abuse	Careless or deliberate deviation from testing procedures or specifications.
Breach of Trust	Violation of the trust placed in the certified technician including, but not limited to, acts such as: • falsification of records; • being aware of improprieties in sampling, testing, or production by others and not reporting them to appropriate supervisors involved in the project; • re-sampling or retesting without awareness and consent of appropriate supervisors involved in the project; and • manipulating compensation or production.

The certification steering committee will investigate accusations of misconduct with the assistance of the responsible district. Depending on the severity of the misconduct, MTD may impose penalties ranging from a written reprimand, a temporary suspension, or a permanent revocation of the certification, contingent upon the findings of the investigation. A technician with a revoked certification will be removed from the project and will not be allowed to be employed on any TxDOT project statewide.

SECTION 7 - LABORATORY QUALIFICATION PROGRAM

7.1 Purpose

This program provides uniform statewide procedures to ensure that laboratory facilities and equipment are qualified for the performance of required sampling and testing methods.

7.2 Laboratory Responsibility

The responsibilities are spread among varying roles and are defined below to achieve a level of quality and to maintain program compliance.

7.2.1 CE&I

The CE&I firm shall:

- determine all test methods and certification requirements for a project and submit to the area office coordinator within ten (10) days after the execution of the contract and before the kick off meeting;
- submit required technician certifications and commercial lab requests submittals to the AO; and
- provide a quality plan to the AO that will demonstrate how quality is to be achieved through acceptance testing, per project. Include how the firm will track and ensure that only certified technicians perform acceptance on equipment that is calibrated and in good working order.

7.2.2 District AO Personnel

The Area Engineer will delegate the District AO coordinator. The AO coordinator shall:

- provide the district lab personnel with monthly status of the CE&I projects;
- provide the district lab contacts for CE&I firms and their commercial labs;
- invite the district lab personnel to the kick off and associated preconstruction meetings;
- will forward all CE&I technician certifications and laboratory submittals or requests to the district lab;
- will review the CE&I project specific testing, certification, and equipment needs; and
- submit the CE&I's quality plan to the district lab.

7.2.3 District lab coordinator

The district lab coordinator shall:

- review and make recommendations to the AO coordinator for approval or rejection of the CE&I quality plan;
- coordinate the inspection of the commercial lab facility and equipment once the quality plan has been approved;
- communicate the status of the inspection with the CE&I firm;
- use SM to auto notify the owner (technician) and the district lab designee before certification expiration; and
- conduct an internal review for continual compliance for all levels of certifications annually.

7.3 Qualification

All laboratories performing sampling and testing for TxDOT require qualification. These include, but are not limited to the following:

- Materials and Tests Division (MTD) central laboratory;
- District laboratories;
- area or project laboratories (including field laboratories at hot mix and concrete plants);
- MTD field laboratories; and
- commercial laboratories.

7.3.1 District Lab Accreditation

MTD is responsible for accrediting the district and MTD field laboratories. Upon completion of the laboratory accreditation process, the district lab is assigned a rating. The rating system identified in Table 3 is based on the associated risks to the department.

Table 3
Rating Legend

Number	Rating Legend
1	Excellent review with minor or no deficiencies notated.
2	Several deficiencies or repetitive observation were notated.
3	A level of negligence was found programmatically violating compliance requirements.

Each laboratory inspection summarizes the accreditation visit where a finding is classified as either a deficiency or an observation, defined as follows:

Deficiency: A finding that indicates policy or practice contrary to the requirements of the applicable test methods or documented quality procedures.

Observation: Observations are intended as comments for improvements relating to specific technical information to offer recommendations for best practice. Specifically, observations are noted for any technically related deficiencies where judgment and experience indicate it is not likely to affect the laboratory's ability to produce valid and accurate test results.

Resolution of Findings

A corrective action report (CAR) and supporting documentation is collectively submitted to MTD to address the findings notated in the report. The CAR will document actions that have been taken to prevent reoccurrence and to show a formal resolution to the findings.

Deficiencies:
Deficiencies require a formal written response describing the corrective actions taken or planned and enough documentation, i.e., records, copies of new or revised procedures, equipment invoices, or photographs to substantiate actions taken. Corrective actions should be permanently implemented to prevent recurrence of the problem.

Observations:
No written response is required for findings identified as observations. The laboratory should; however, take necessary corrective action to address the observation to prevent possible recurrence. Repeat observations may result in deficiencies.

The resolution should be completed in 21 days from the issuance of the report. If the laboratory cannot satisfy the findings in the report, an extension may be requested for additional time to resolve any outstanding or pending findings. Additional time extensions may be granted on a case by case scenario but should not exceed 90 days. When the findings cannot be resolved within the 90-day period, the MTD Division Director (DD) will escalate the outstanding issues at his discretion to the DOC or DE as needed. See Section 7.5 – Non-Compliance.

7.3.2 Commercial Lab and CE&I Qualification Process

At the district level, the district laboratory will be the qualifying authority for area office and commercial laboratories, only in the areas for which the district laboratory is accredited. They are also responsible for participating and conducting a peer review that will include a minimum of two projects conducted by CE&I firms to ensure program compliance. The peer review shall be documented and conducted within 12-24 months after MTD conducts the QAP district accreditation.

When a district qualifies a commercial laboratory, they must notify MTD in writing and submit a copy of the laboratory qualification certificate. A directory of all TxDOT-qualified laboratories is available through the MTD crossroads intranet.

The laboratory qualifying authority will use Form 2682, "Quality System Inspection – Commercial Laboratory," to document the following:

- identify the scope of testing to be performed;
- verify that test methods used to perform tests are available and current;
- document that the laboratory has the required equipment to perform the tests;
- check the calibration or verification records for each piece of equipment, to include:
  - description of equipment,
  - identification of any traceable standard used,
  - frequency of calibration,
  - date of calibration,
  - date of last calibration,
  - date of next calibration,
  - calibrating technician,
  - procedure used to calibrate or verify equipment, and
  - detailed results of calibration; and
- verify that the laboratory has qualified or certified technicians to perform required testing.

In addition, all equipment may be subject to calibration verification or other inspection by the qualifying authority. Laboratories performing acceptance sampling and testing should use results from TxDOT's Material Producer List (MPL), and perform materials sampling and testing in accordance with TxDOT's DBB Guide Schedule. Materials that are not monitored or not pre-approved by TxDOT are subject to sampling and testing as part of the acceptance program, except as noted in the DBB Guide Schedule remarks.

NOTE—Project or field laboratories performing Tex-113-E, Tex-117-E, and Tex-242-F tests must be an approved laboratory from TxDOT's MPL.

Laboratories are qualified every 3 years, at a minimum, although accreditation may be an ongoing process. Calibration or verification is required whenever laboratory or equipment is moved or per the minimum laboratory standards defined in Section 7.4 – Calibration Standards and Frequencies for Laboratory Equipment.

An annual internal audit should be conducted by designated staff to ensure continual compliance with technician records and equipment intervals. The following are tools and resources available to aid in managing the program for compliance:

- SM Material Users Query that allows filtering to determine expiring certifications, and
- Form 2682.

7.4 Calibration Standards and Frequencies for Laboratory Equipment

The standards for calibration and the frequencies for laboratory equipment calibrations are shown in:

- Tex-198-E, "Minimum Standards for Acceptance of a Laboratory for Soils and Flexible Base Testing,"
- Tex-237-F, "Minimum Standards for Acceptance of a Laboratory for Hot Mix Testing,"
- Tex-498-A, "Minimum Standards for Acceptance of a Laboratory for Concrete and Aggregate Testing," and
- Tex-900-K Series, procedures for calibrating, verifying, and certifying equipment and devices.

7.5 Non-Compliance

A laboratory that does not meet all the above requirements is subject to disqualification or suspension.
Any equipment in a qualified laboratory failing to meet specified equipment requirements for a specific test method will not be used for that test method. MTD or the TxDOT district laboratory responsible for the certification or audit will immediately notify all applicable Area Offices of non-conformance for those test methods.

7.6 Documentation

The qualifying authority is responsible for verifying that laboratories are qualified to perform sampling and testing. Documentation will be required to be kept by the qualifying authority and the qualified laboratory. Calibration records will be maintained for a minimum of 10 years. Upon satisfactory completion of the laboratory qualification process, the qualifying authority will issue a certificate within 14 days covering the scope of testing in which the laboratory has been qualified, with a copy to MTD.

Laboratory qualification documentation to be maintained by the qualifying authority includes:

- availability and calibration or verification records for each piece of equipment;
- personnel qualified or certified to perform required testing; and

- copy of laboratory qualification certificate issued.

7.7 Dispute Resolution

The next higher qualification authority will resolve disputes concerning calibration and verification of equipment. For disputes that cannot be resolved at the district level, MTD will be the final authority.

Appendix A
Acronyms and Definitions

The following terms and definitions are referenced in this document and have the meanings set forth below.

AAP	AASHTO Accreditation Program (AASHTO re:source and CCRL)
AASHTO	American Association of State Highway Transportation Officials
ACI	American Concrete Institute
AO	Area Office
AQMP	Aggregate Quality Monitoring Program
CAR	Corrective Action Report
CCRL	Concrete and Cement Reference Laboratory
CE&I	Construction Engineering and Inspection
CFR	Code of Federal Regulations
MTD	Materials and Tests Division
CMEC	Construction Materials Engineering Council
FHWA	Federal Highway Administration
HMA	Hot-Mix Asphalt
HMAC	Hot-Mix Asphalt Center
IA	Independent Assurance
L-A-B	Laboratory Accreditation Bureau
MPL	Material Producer List
QAP	Quality Assurance Program
QAT	Quality Assurance Test
QC	Quality Control
SM	SiteManager
TXAPA	Texas Asphalt Pavement Association
TxDOT	Texas Department of Transportation

Abuse—Careless or deliberate deviation from testing procedures or specifications.

Acceptance Program—All factors that comprise TxDOT's program to determine the quality of the product as specified in the contract requirements. These factors include verification sampling, testing, and inspection and may include results of QC sampling and testing.

Accredited Laboratories—Laboratories that are recognized by a formal accrediting body as meeting quality system requirements including demonstrated competence to perform standard test procedures.

Breach of Trust—Violation of the trust placed in the certified technician including, but not limited to, acts such as: falsification of records; being aware of improprieties in sampling, testing, or production by others and not reporting them to appropriate supervisors involved in the project; re-sampling or retesting without awareness and consent of appropriate supervisors involved in the project; and manipulating compensation or production.

Certified Technician—A technician certified by some agency as proficient in performing certain duties.

Independent Assurance (IA) Program—Activities that are an unbiased and independent evaluation of all the sampling and testing procedures, equipment, and personnel qualifications used in the acceptance program.

Material Producer List (MPL)—TxDOT-approved products and materials from various manufacturers and producers are located at:
http://www.txdot.gov/business/resources/producer-list.html

Neglect—Unintentional deviations from testing procedures or specifications.

Proficiency Samples—Homogenous samples that are distributed and tested by 2 or more laboratories or personnel. The test results are compared to assure that the laboratories or personnel are obtaining the same results.

Qualified Laboratories—Laboratories that are capable as defined by appropriate programs established by TxDOT. As a minimum, the qualification program must include provisions for checking testing equipment, and the laboratory must keep records of calibration checks.

Qualified Sampling and Testing Personnel—Personnel who are capable as defined by appropriate programs established by TxDOT.

Quality Assurance (QA)—All planned and systematic actions necessary to provide confidence that a product or service will satisfy given requirements for quality.

Quality Control (QC)—All Contractor operational techniques and activities performed or conducted to fulfill the contract requirements.

TxDOT Standard Specifications—the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the Texas Department of Transportation, including all revisions thereto applicable on the effective date of the contract documents.

Verification Sampling and Testing—Sampling and testing performed to verify the quality of the product.

Appendix B
Test Methods for Split or Proficiency Evaluation

After observation and qualification, each qualified technician is required to participate annually in one proficiency or split sample test for each test method requiring independent assurance. Split sample test results must compare to the independent assurance test results below. Proficiency sample test results must be within ±2 standard deviations of the proficiency sample mean.

Laboratory Testing Procedures and Tolerance Limits

Test Procedure	Description	Tolerance
Tex-104-E	Liquid Limit of Soils	15% of mean[1]
Tex-105-E	Plastic Limit of Soils	15% of mean[1]
Tex-106-E	Plasticity Index of Soils	20% of mean[1]
Tex-107-E	Bar Linear Shrinkage of Soils	± 2%
Tex-110-E	Particle Size Analysis of Soils, Part I	> No. 4 sieve: ± 5% points
		≤ No. 4 sieve: ± 3% points
Tex-113-E	Moisture-Density Relationship of Base Materials	Density ± 2.0 PCF
		Moisture Content ± 0.5%
Tex-117-E	Triaxial Compression for Disturbed Soils and Base Materials, Part II	Strength ± 15 psi
		Moisture Content ± 0.5%
Tex-200-F	Asphaltic Concrete Combined Aggregate	>5/8" sieve: ± 5.0% points (individual % retained)
		≤5/8" sieve–No. 200: ± 3.0% (individual % retained)
		Passing No. 200: ± 1.6% points
Tex-206-F	Compacting Test Specimens of Bituminous Mixtures	± 1.0% laboratory-molded density in accordance with Tex-207-F
Tex-207-F	Determining Density of Compacted Bituminous Mixtures	Laboratory-Molded Density: ± 1.0%
		Laboratory-Molded Bulk Specific Gravity: ± 0.020
		In-place air voids (cores): ± 1.0%
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	± 0.020
Tex-236-F	Asphalt Content of Asphalt Paving Mixtures by the Ignition Method	± 0.3%

Test Procedure	Description	Tolerance
Tex-241-F	Compacting Bituminous Specimens Using the Superpave Gyratory Compactor (SGC)	± 1.0% laboratory-molded density in accordance with Tex-207-F
Tex-418-A	Compressive Strength of Cylindrical Concrete Specimens	17% of mean[1] (4 × 8" specimen)
		14% of mean[1] (6 × 12" specimen)

1. The difference between compared test results must not exceed the indicated percentage of the mean of the compared test results, where the mean is the average of the two test results.

EXAMPLE: Plasticity Index

Tolerance = 20% of the mean

Technician test value	18
IA technician test value	22
Mean	20
20% difference	4

Both values are within 20% of the mean.

Appendix C
IA Annual Report

{Date}

Thomas L. Smith
Independent Assurance Program Manager
Materials and Tests Division (MTD)
Texas Department of Transportation
125 East 11th Street
Austin, TX 78701

RE: Annual Report of Independent Assurance (IA) Program Results – {Project Name}

Dear Mr. Smith:

In accordance with the requirements set forth in the TxDOT Quality Assurance Program for Design-Bid-Build Projects, the information below summarizes the results of system approach independent assurance (IA) testing conducted by our firm on the {Project Name} project for calendar year {XXXX}.

Independent Assurance Program Results – {Year}	
IA Activities	**{Project Name}**
1. Number of personnel evaluated under system approach.	
2. Number of IA evaluations meeting tolerance.	
3. Number of IA evaluations not meeting tolerance.	
4. Corrective actions:	

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

Appendix D
Materials Certification Example Letter for Projects with Federal Oversight

{Date}

Al Alonzi
FHWA Texas Division Administration
FHWA Texas Division Office
300 East 8th Street
Austin, TX 78701

RE: Materials Certification Letter

Project: SH Contract No.:
CSJ:
HWY:
County:
Federal-Aid Project No.:

Dear Mr. Alonzi:

This letter is to certify:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and in the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications.

Both the Acceptance and Verification results were evaluated by an independent assurance sampling and testing program, the results of which were submitted to FHWA by the department in the Annual Report of Independent Assurance Program Results and independent of this materials certification.

☐ Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet).
☐ There are no exceptions to the plans and specifications on this project.

Sincerely,
{TxDOT District Area Engineer or Director of Construction}, P.E.
{Title}

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

Appendix E
Materials Certification Example Letter for Projects with Non-Federal Oversight

{Date}

{TxDOT District Engineer}
{Title}

RE: Materials Certification Letter

Project: SH Contract No.:
CSJ:
HWY:
County:

Dear Mr. {District Engineer}:

This letter is to certify:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and in the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications.

Both the Acceptance and Verification results were evaluated by an independent assurance sampling and testing program, the results of which were submitted to MTD in the Annual Report of Independent Assurance Program Results and independent of this materials certification.

☐ Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet).
☐ There are no exceptions to the plans and specifications on this project.

Sincerely,
{TxDOT District Area Engineer or Director of Construction}, P.E.
{Title}

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

Appendix F
Archived Versions

The following archived versions of this document are available.

- Effective January 2016–April 2018:
  ftp://ftp.dot.state.tx.us/pub/txdot-info/cst/qap_dbb_0116.pdf

GUIDE SCHEDULE OF SAMPLING & TESTING FOR DESIGN BID-BUILD (DBB) PROJECTS - (DBB Guide Schedule)

JUNE 28, 2019

Texas Department of Transportation

Using the Guide Schedule

Research of sampling and testing rates, listed for project tests in the following Guide Schedule, show that the Department's and the Contractor's risk of either rejecting "good" material or accepting "bad" material range from 20% to 40%.

To reduce this risk, we recommend that the sampling rate be increased during initial production. A four-fold increase in testing frequency will generally reduce risk to approximately 5%. The intent of increasing testing, at the start of production, is to insure the Contractor's processes are in control and to establish acceptability requirements early.

There is a need to increase the frequency of testing for high-variability materials and when testing results do not meet specifications. The Engineer may require the Contractor to reimburse the Department for costs resulting from failing test results, in accordance with the specifications.

Materials incorporated in TxDOT projects are subjected to various quality assurance procedures such as testing (as outlined in this document), certification, quality monitoring, approved lists, etc. The Engineer and testing staff should familiarize themselves with materials to be used before work begins by reviewing the specifications and this document. Discuss material testing requirements with the Contractor.

Other testing required by the specifications, but not shown in the DBB Guide Schedule, should be performed at a frequency necessary to provide adequate confidence that materials meet specifications.

NOTE—The TxDOT District Area Engineer or Director of Construction must submit a "Materials Certification Letter" at final acceptance of the project. The intent of this letter is to ensure that the quality of all materials incorporated into the project is in conformance with the plans and specifications, thus ensuring a service life equivalent to the design life. Any material represented by an acceptance test, that does not meet the criteria contained in the plans and specifications, is considered an exception. Exceptions must be listed in the materials certification letter. For projects with federal oversight, submit the materials certification letter (See Appendix D of DBB QAP) to the FHWA division administrator, with a copy to the Materials and Tests Division (MTD). For non-federal oversight projects, submit the material certification letter (Appendix E of DBB QAP) to the TxDOT District Engineer, with a copy to MTD. Refer to section 4.1 of the "Quality Assurance Program for Design-Bid-Build Projects" (DBB QAP).

Assuring the quality of the product and proper incorporation of materials into the project begins with proper sampling practices. Sampling, testing, and construction inspection must be performed collaboratively to assure the specific attributes of the finished product reflect quality workmanship. Sampling guidance for hot-mix asphalt is contained in Tex-225-F, "Random Selection of Bituminous Mixture Samples," and the respective specification for that material. All remaining materials are covered by method and materials specifications, to which the following applies.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows:

- Soils/flexible base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed.
- Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
- Concrete (structural and miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Tests for slump, air, and temperature should be done often to ensure the consistent control of the concrete production (not applicable to miscellaneous concrete).

This Guide Schedule is applicable to all contracts associated with the 2014 Standard Specifications.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
EMBANKMENT (CUTS & FILLS)	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or project site (B)	Materials with PI ≤ 15: 10,000 CY	For Type A embankment or when required by the plans. This test may be waived for embankment cuts as directed by the Engineer. Determine a new liquid limit and plasticity index for each different material or notable change in material. Sample in accordance with Tex-100-E.
	Plasticity Index (A)	Tex-106-E		Materials with PI > 15: 5,000 CY	
	Gradation	Tex-110-E		Each 10,000 CY	When shown on plans. This test may be waived for embankment cuts, as directed by the Engineer. Sample in accordance with Tex-100-E.
	Moisture/Density	Tex-114-E		As directed by the Engineer	Not required for ordinary compaction. Determine a new optimum moisture and maximum density for each different material or notable change in material. Sample in accordance with Tex-100-E.
	In-place Density (A)	Tex-115-E	As directed by the Engineer	Fill: each 5,000 CY min. 1 per lift.	Not required for ordinary compaction. Determine a new optimum moisture and maximum density according to Tex-114-E for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.
				Cut: each 6,000 LF	
RETAINING WALL (NON-SELECT BACKFILL)	As shown above for Embankment (Cuts and Fills)		As shown above for Embankment (Cuts and Fills)	As shown above for Embankment (Cuts and Fills)	Sample in accordance with Tex-100-E.
RETAINING WALL (SELECT BACKFILL)	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	Required only for Type CS backfill. Test the fraction of material finer than the No. 200 sieve. Sample in accordance with Tex-400-E.
	Gradation	Tex-110-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	Required only for Drainage Aggregate. Sample in accordance with Tex-400-A.
		Tex-401-A			Required only for Select Backfill. Sample in accordance with Tex-400-A.
	Resistivity (A)	Tex-129-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	For material with resistivity between 1,500 and 3,000 ohm-cm, determine chloride and sulfate content, as specified in Item 423. Sample in accordance with Tex-400-A.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
RETAINING WALL (SELECT BACKFILL) (continued)	pH (A)	Tex-128-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Magnesium Soundness	Tex-411-A	During stockpiling operations, or from completed stockpile	1 per source, per project	Test when backfill sources appear to contain particles such as shale, caliche, or other soft, poor-durability particles. Sample in accordance with Tex-400-A.
	Micro-Deval	Tex-461-A	During stockpiling operations, or from completed stockpile	1 per source, per project	May be used as an alternate to the magnesium soundness only when the % loss from the micro-deval is not greater than 20%. When the % loss from the micro-deval is greater than 20%, the magnesium soundness governs aggregate verification. Sample in accordance with Tex-400-A.
	In-place Density (A)	Tex-115-E	As directed by the Engineer.	1 per backfill lift, per wall	Not required for rock backfill. For walls greater than 500 ft. in length, perform one test per lift for every 500 ft. in length. (F) Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E for each different material or notable change in material and adjust the density accordingly.
UNTREATED BASE COURSES	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	
	Gradation (A)	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Moisture/Density	Tex-113-E	From completed stockpile at the source (E)	Each 20,000 CY	Not required for ordinary compaction. Sample in accordance with Tex-400-A.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

				PROJECT TESTS		
MATERIAL OR PRODUCT		**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (D)**	**FREQUENCY OF SAMPLING (F)**	**REMARKS**
UNTREATED BASE COURSES (Continued)		Wet Ball Mill (A)	Tex-116-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. Sample in accordance with Tex-400-A.
		Strength (A)	Tex-117-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY. Sample in accordance with Tex-400-A.
		In-place Density (A)	Tex-115-E	As directed by the Engineer	Each 3,000 CY, min. 1 per lift	Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.
		Thickness (A)	Tex-140-E	As directed by the Engineer	Each 3,000 CY	Not required where survey grade control documents are compliant.
		Ride Quality (A)	Tex-1001-S Surface Test, Type B	Final riding surface of travel lanes		This applies to the final travel lanes that receive a 1- or 2-course surface treatment for the final surface, unless otherwise shown on the plans.
TREATED SUBGRADE AND BASE COURSES	SUBGRADE BEFORE TREATMENT	Organic Content	Tex-148-E	As directed by the Engineer	1 per project, per source or as directed by the Engineer	Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. Sample in accordance with Tex-100-E.
		Sulfate Content	Tex-145-E	As directed by the Engineer	1 per 500 feet or 5,000 CY	Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. Sample in accordance with Tex-100-E.
	NEW BASE MATERIAL	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	When central mix site or plant is used, windrow sampling may be waived. Sample in accordance with Tex-400-A.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

				PROJECT TESTS		
MATERIAL OR PRODUCT		**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (D)**	**FREQUENCY OF SAMPLING (F)**	**REMARKS**
TREATED SUBGRADE AND BASE COURSES (Continued)	NEW BASE MATERIAL (Continued)	Plasticity Index **(A)**	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow **(B)**	Each 5,000 CY	
		Gradation **(A)**	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow **(B)**	Each 5,000 CY	Sample in accordance with Tex-400-A.
		Wet Ball Mill **(A)**	Tex-116-E	From completed stockpile at the source **(E)**	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. Sample in accordance with Tex-400-A.
		Strength **(A)**	Tex-117-E	From completed stockpile at the source **(E)**	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY.
	LIME	Compliance with DMS-6350	Tex-600-J	During delivery to project	Commercial Lime Slurry: each 200 tons of lime Carbide Lime Slurry: each 100 tons of lime	Sample in accordance with Tex-600-J. Verify the source is listed on the current Material Producer List for Lime. Only materials appearing on the Material Producer List will be accepted. Sample frequency for Carbide Lime Slurry may be increased as directed by the Engineer. For Hydrated Lime and Quick Lime, project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice.
	CEMENT	Compliance with DMS-4600		Railroad car, truck, or cement bins		Verify the source is listed on the current Material Producer List for Cement. If not, sample and test in accordance with DMS-4600. **(C)**
	FLY ASH MATERIAL	Compliance with DMS-4615		Project samples at location directed by the Engineer		Verify the source is listed on the current Material Producer List for Fly Ash. Only materials from MTD approved sources appearing on the Material Producer List for Fly Ash will be accepted. Project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice. **(C)**

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	PROJECT TESTS: LOCATION OR TIME OF SAMPLING (D)	PROJECT TESTS: FREQUENCY OF SAMPLING (F)	REMARKS
TREATED SUBGRADE AND BASE COURSES (Continued)	COMPLETE MIXTURE	Pulverization Gradation	Tex-101-E, Part III	Roadway, after pulverization and mixing	As necessary for control	At the beginning of the project, one test must be made for each 4,500 CY or 6,000 tons until the Engineer is satisfied that acceptable pulverization results are being obtained. Sample in accordance with Tex-100-E.
		Moisture/Density Curve and Strength	Tex-120-E, Part II, or Tex-121-E, Part II	From roadway windrow after treatment (E)	Each 20,000 CY	Not required for ordinary compaction. Determine a new moisture/density curve for each different or notable change in material. Perform Tex-120-E, Part II, for Cement Treated Material, and Tex-121-E, Part II, for Lime, Lime-Fly Ash, or Fly Ash Treated Material. If Tex-120-E, Part I, Tex-121-E, Part I, or Tex-127-E is performed before the project, this test may be waived. Sample in accordance with Tex-100-E.
		Moisture/Density Curve and Strength	Tex-120-E, Part I, Tex-121-E, Part I, or Tex-127-E	From roadway before treatment	As necessary for control	Perform Tex-120-E, Part I, on cement treated material, and Tex-121-E, Part I, for lime-fly ash or fly ash treated material. Verifies the field strength by comparing results from the mix design. Performed at the direction of the Engineer and when notable change in material, as described above for Part II of the test procedures. Sample in accordance with Tex-100-E.
		In-place Density (A)	Tex-115-E	As directed by the Engineer	Each 3,000 CY, min 1 per lift	Determine the appropriate moisture/density curve for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Stabilizers and materials such as RAP, gypsum, and iron ore tend to bias the counts for nuclear density gauges.
		Thickness (A)	Tex-140-E	As directed by the Engineer	Each 3,000 CY	Not required where survey grade control documents are used for compliance.

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TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
RECLAIMED ASPHALT PAVEMENT (RAP), CRUSHED CONCRETE, and RECYCLED MATERIALS	Sulfate Content	Tex-145-E	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete. Not required for RAP. Sample in accordance with Tex-400-A.
	Deleterious Material	Tex-413-A		Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete. Sample in accordance with Tex-400-A.
	Decantation	Tex-406-A	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished RAP. Sample in accordance with Tex-400-A.

TABLE I – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager (SM), in the remarks field, and on the end of the Project Materials Certification Letter.
B	Engineer will select any of these locations or any combinations thereof with the provision that the initial sample will be obtained from the completed stockpile at the source and at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Soils/Flexible Base: For gradation, liquid limit, and plastic limit, vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed. • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
E	The Engineer will sample from the completed stockpile at the source and test before placement.
F	Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IA – ASPHALT TREATED BASE (Plant Mix)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or before mixing	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or before mixing	Each 5,000 CY	
	Wet Ball Mill (A)	Tex-116-E	During stockpiling operations, from completed stockpile, or before mixing	1 per project, per source	Sample in accordance with Tex-400-A. (B)
LIME	Compliance with DMS-6350		During delivery to the project	Hydrated Lime: 1 per project Commercial Lime Slurry: each 200 tons of lime (D) Carbide Lime Slurry: each 100 tons of lime (D) Quick Lime: 1 per project	On projects requiring less than 50 tons, material from MTD approved sources may be accepted on the basis of Producer's Certification without sampling.
RECLAIMED ASPHALT PAVEMENT (RAP), and RECYCLED AGGREGATE	Decantation	Tex-406-A, Part I	During stockpiling operations, from completed stockpile, or before mixing	Each 10,000 CY	Sample in accordance with Tex-400-A.
RECYCLED ASPHALT SHINGLES (RAS)	Decantation	Tex-217-F,Part III	During stockpiling operations, from completed stockpile, or before mixing	Each 10,000 CY	Sample in accordance with Tex-400-A.
ASPHALT BINDER	Compliance with Item 300		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SiteManager (SM) Assistant. The Engineer must associate one QM sample per project in SM.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IA – ASPHALT TREATED BASE (Plant Mix)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
TACK COAT	Compliance with Item 300		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample per project in SM.
COMPLETE MIXTURE	Gradation (A)	Tex-200-F, Part I	Plant Mix (C)	20,000 CY (25,000 tons)	Sample in accordance with Tex-222-F. Determine the gradation of the aggregate from the complete mixture tested in accordance with Tex-236-F.
	Laboratory Density (A)	Tex-126-E	Plant Mix (C)	20,000 CY (25,000 tons)	Sample in accordance with Tex-222-F.
	Percent Asphalt (A)	Tex-236-F	Plant Mix (C)	Each 1,500 CY (2,000 tons) or days production	Determine an asphalt content correction factor for ignition oven at a minimum of one per project. Sample in accordance with Tex-222-F.
	Indirect Tensile Strength – Dry	Tex-226-F	Plant Mix	1 per project, per design	Sample in accordance with Tex-222-F.
	Moisture Susceptibility	Tex-530-C	As directed by the Engineer	1 per project, per design	This test may be waived, when shown on the plans. Sample in accordance with Tex-222-F.
ROADWAY	In-Place Air Voids (A)	Tex-207-F	Roadway cores, as directed by the Engineer (C, D)	Each 3,000 CY, min 1 per lift	Not required for ordinary compaction or when air void requirements are waived. Sample in accordance with Tex-222-F.
	Ride Quality	Tex-1001-S Surface Test, Type A	On Finished Surface		Unless otherwise shown on the plans.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IA – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager (SM), in the remarks field, and on the end of the Project Materials Certification Letter.
B	Engineer will select any of these locations or any combinations thereof with the provision that at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
C	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Soils/Flexible Base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed. • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE II – SEAL COAT

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE	Gradation (A)	Tex-200-F, Part I	Stockpile (At source or at point of delivery)	Each 1,000 CY	Rate may be reduced to each 2,000 CY if the Engineer approves a contractor quality control plan. Sample in accordance with Tex-221-F.
	L. A. Abrasion (A)	Tex-410-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. (B)
	Magnesium Soundness (A)	Tex-411-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. (B)
	Surface Aggregate Classification (A)	Tex-612-J, Tex-411-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. (B)
	Pressure Slake (A)	Tex-431-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Freeze Thaw (A)	Tex-432-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Unit Weight	Tex-404-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	24 hr. Water Absorption (A)	Tex-433-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Crushed Face Count	Tex-460-A, Part I	Stockpile	1 per 20,000 CY	Only required for crushed gravel. Sample in accordance with Tex-221-F.
	Deleterious Material (A)	Tex-217-F, Part I	Stockpile	1 per 10,000 CY	Not required for lightweight aggregate. Sample in accordance with Tex-221-F.
	Decantation (A)	Tex-406-A	Stockpile	1 per 10,000 CY	Sample in accordance with Tex-221-F.
	Flakiness Index	Tex-224-F	Stockpile	Frequency as directed by the Engineer	Sample in accordance with Tex-221-F.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE II – SEAL COAT					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE (Continued)	Micro Deval	Tex-461-A	Stockpile	1 per project or as necessary for control	Compare result to published value listed on the current Material Producer List for BRSQC. Submit sample to MTD for Soundness and L.A. Abrasion testing when results differ by more than 3% points, unless otherwise directed by the Engineer. Sample in accordance with Tex-221-F.
	White Rock Count	Tex-220-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when MTD provides inspection at the plant. Sample in accordance with Tex-221-F.
	Naturally Impregnated Bitumen Content	Tex-236-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when MTD provides inspection at the plant. Sample in accordance with Tex-221-F.
PRECOATED AGGREGATE	Asphalt Content	Tex-210-F	Stockpile	Frequency as directed by the Engineer when a target value is specified	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample asphalt binder in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample per project in SM.

TABLE II – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
C	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation (B)	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Sieve Analysis (A) (B)	Tex-401-A		Each 1,000 CY of concrete (each source)	Test combined aggregate when used. Sample in accordance with Tex-400-A.
		Deleterious Materials (B)	Tex-413-A		1 per project or as necessary for control	Sample in accordance with Tex-400-A.
		Los Angeles Abrasion (A) (B)	Tex-410-A		One, each source	Verify the value of the source, as listed on the current Material Producer list for CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
		Magnesium Soundness (A) (B)	Tex-411-A		One, each source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. (C)
	FINE AGGREGATE	Sand Equivalent (B)	Tex-203-F	From stockpile at concrete plant	1 per project or as necessary for control	Test combined aggregate when used. Sample in accordance with Tex-400-A.
		Organic Impurities (B)	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis (A) (B)	Tex-401-A		Each 1,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Fineness Modulus (B)	Tex-402-A		1 per project or as necessary for control	Test combined aggregate when used. Test to confirm material variability when strength values are in question. Sample in accordance with Tex-400-A.
		Deleterious Material (B)	Tex-413-A		1 per project or as necessary for control	Test to confirm material variability when strength values are in question. Sample in accordance with Tex-400-A.

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MINERAL AGGREGATE (Continued)	FINE AGGREGATE (Continued)	Acid Insoluble Residue **(A) (B)**	Tex-612-J		Two, each source	Only for concrete subject to direct traffic. Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. **(C)**
SILICA FUME		Compliance with DMS-4630 **(A)**		Railroad car, truck, bags or silos	1 per project, per class of concrete (For each type and brand)	Provide MTD with one 4 x 8 concrete sample for silica fume dispersion verification. Verify the source is listed on the Material Producer List for Silica Fume. Sample in accordance with Tex-300-D.
METAKAOLIN		Compliance with DMS-4635 **(A)**		Railroad car, truck or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-300-D.
MIX DESIGN		Compliance with Standard Specification Item 421.4.A		At source (if not approved)	Min. 1 design per class, per source	Verify if cement, fly ash, slag cement, and chemical admixture sources are listed on the Material Producer Lists. If not, sample and submit to MTD for testing. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT). Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash.
JOINT MATERIAL		Compliance with DMS-6300				Verify the source is listed on the Material Producer List for Joint Sealers. If not, sample and test before use in accordance with DMS-6310. **(C)** Sample in accordance with Tex-500-C.
CURING COMPOUND		Compliance with DMS-4650		Sampled at jobsite; tested by MTD. See remarks.	When requested by MTD	Only products listed on the Material Producer List for Concrete Curing Compounds will be allowed. When sample is requested by MTD, sample in accordance with Tex-718-I. Ensure container has been agitated and mixed before sampling. **(C)**
EVAPORATION RETARDANTS		Compliance with DMS-4650				Only products listed on the Material Producer list for Evaporation Retardants will be allowed. **(C)**
REINFORCING STEEL		Compliance with the Std. Specifications & Spec. Provisions	As Specified			Only materials from MTD approved sources listed on the Material Producer Lists for Reinforcing Steel Mills and Seven Wire Steel Strand will be allowed. **(C)**

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MECHANICAL COUPLERS	Compliance with DMS-4510	Tex-743-I	Sampled at jobsite; Tested by MTD	3 couplers per lot (500 couplers) for each type, model, bar size, and grade	Only materials from MTD approved sources listed on the Material Producer List for Mechanical Couplers will be allowed. **(C)**
LATEX	Compliance with DMS-4640 for concrete chemical admixtures				Verify the Latex is listed on the Material Producer List for Chemical Admixtures.
EPOXY	Compliance with DMS-6100, unless otherwise specified		Sampled at jobsite if not pre-approved by MTD.	1 per batch or shipment	Verify the source is listed on the Material Producer List for Epoxies and Adhesives. If not, sample and test before use in accordance with DMS-6100. Sample in accordance with Tex-734-I. **(C)**
CONCRETE	Compressive Strength **(A)**	Tex-418-A	At point of concrete placement	4 cylinders for each 60 CY per class, per day (For bridge railing and traffic railing, testing may be reduced to 4 cylinders per 180 CY per class regardless of days)	Sampling must be in accordance with Tex-407-A. Making additional cylinders for 56 day testing should be considered when slow strength gain mixtures are being used, or when the approved mix design has a history of failing to meet design strength at 28 days. Test two cylinders at 7 days, and if the average value is below the design strength, as defined in Item 421, Table 8, test the remaining 2 cylinders at 28 days, or 56 days if additional cylinder were not made. If the average value of the 2 cylinders tested at 7 days meets the minimum design strength, listed in Item 421, Table 8, the remaining cylinders are not required to be tested. If the average value of the 7 and 28 day cylinders are below the design strengths, and 56 day cylinders were made, test the remaining set at 56 days.
	Slump	Tex-415-A		1 test, per 4 strength specimens	Sample in accordance with Tex-407-A. Perform slump and temperature tests on the same load from which strength test specimens are made. Perform entrained air test only when entrained air concrete is specified on the plans. Check temperature of every load for bridge slabs and mass concrete placements. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Entrained Air **(A)**	Tex-416-A or Tex-414-A			
	Temperature of Concrete **(A)**	Tex-422-A			

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
CONCRETE (Continued)	Bridge Deck or Culvert Top Slab Thickness and Depth of Reinforcement	Tex-423-A, Part II	During dry run and during concrete placement (Bridge decks and direct traffic culverts)	1 per span	Min 6–Max 18 locations per span.

TABLE III – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	These Project Tests may be used for one or more projects being furnished concrete from the same plant during the same period.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed. • Concrete (structural): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Test often for slump, air, and temperature to ensure the consistent control of the concrete production.
E	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

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TABLE IV – HYDRAULIC CEMENT CONCRETE – NON-STRUCTURAL CONCRETE (Classes: A, B, or E)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (B)	FREQUENCY OF SAMPLING (C)	REMARKS
CONCRETE	Compressive Strength (A)	Tex-418-A	At point of concrete placement	2 cylinders per 180 CY, per class	Sampling must be in accordance with Tex-407-A. Strength will be determined by 7-day specimens.
MIX DESIGN	Compliance with the Standard Specification		At source if not approved	Min. 1 design per class, per source	Verify if cement, fly ash, slag cement, and chemical admixture sources are listed on the Material Producer Lists. If not, sample and submit to MTD for testing. Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).
SILICA FUME	Compliance with DMS-4630		Railroad car, truck, bags, or silos	1 test per project, per class (for each type and brand)	Sample in accordance with Tex-300-D. Provide MTD with one 4 x 8 concrete sample for silica fume dispersion verification. Verify the source is listed on the Material Producer List for Silica Fume.
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck, or silos	1 test per project, per class (for each type and brand)	Sample in accordance with Tex-300-D.

TABLE IV – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Concrete (miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled.
C	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)

				PROJECT TESTS		
MATERIAL OR PRODUCT		**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING**	**FREQUENCY OF SAMPLING (D)**	**REMARKS**
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Sieve Analysis **(A)**	Tex-401-A		As necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Deleterious Materials	Tex-413-A		Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		L.A. Abrasion **(A)**	Tex-410-A		One, each source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. **(C)**
		Magnesium Soundness **(A)**	Tex-411-A			
	FINE AGGREGATE	Sand Equivalent	Tex-203-F	From stockpile at concrete plant	Each 3,000 CY of concrete (Each source or combination of sources)	Sample in accordance with Tex-400-A. Test combined aggregate when used. At least one per week's production.
		Organic Impurities	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis **(A)**	Tex-401-A		As necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Fineness Modulus **(B)**	Tex-402-A			
		Deleterious Material **(B)**	Tex-413-A		Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Acid Insoluble **(A)**	Tex-612-J		1 per project, per source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. **(C)**
MIX DESIGN		Compliance with the Standard Specifications Item 421.4.A		At source, if not approved	Min. 1 design, per class, per source	Verify if cement, fly ash, ground granulated blast furnace slag, and admixture sources are listed on the Material Producer List. If not, sample and submit to MTD for testing. Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).
SILICA FUME		Compliance with DMS-4630		Railroad car, truck, bags, or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-300-D. Provide MTD with one 4 x 8 concrete sample for silica fume dispersion verification. Verify the source is listed on the Material Producer List for Silica Fume.

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TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck, or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-300-D.
JOINT MATERIAL	Compliance with DMS-6310		Sampled at jobsite if not sampled at source by MTD; tested by MTD. See remarks.	1 per batch or shipment	Sample in accordance with Tex-500-C. Sampling may be waived when the source is listed on the Material Producer List for Joint Sealers. **(C)**
CURING COMPOUND	Compliance with DMS-4650		Sampled at jobsite; tested by MTD. See remarks.	When requested by MTD	Only products listed on the Material Producer List for Concrete Curing Compounds will be allowed. When sample is requested by MTD, sample in accordance with Tex-718-I. Ensure container has been agitated and mixed before sampling. **(C)**
EVAPORATION RETARDANTS	Compliance with DMS-4650				Only products listed on the Material Producer List for Evaporation Retardants will be allowed. **(C)**
REINFORCING STEEL	Compliance with the Std. Specifications & Spec. Provisions	As Specified			Only materials from MTD approved sources listed on the Material Producer List for Reinforcing Steel Mills and Seven Wire Steel Strand will be accepted. **(C)**
MULTIPLE PIECE TIE BARS	Compliance with DMS-4515	Tex-712-I	Sampled at jobsite if not sampled at source by MTD; tested by MTD. See remarks.	Refer to Tex-711-I for sampling rates	Only materials from MTD approved sources listed on the Material Producer List for Multiple Piece Tie-bars for Concrete Pavements will be allowed. Sample in accordance with Tex-711-I.
EPOXY	Compliance with DMS-6100		Sampled at jobsite if not pre-approved by MTD. See remarks.	1 batch per shipment	Verify the source is listed on the Material Producer List for Epoxies and Adhesives. If not, sample and test before use in accordance with DMS-6100. Sample in accordance with Tex-734-I. **(C)**
CONCRETE	Strength **(A) (B)**	Tex-448-A or Tex-418-A	At point of concrete placement	2 cylinders for every 10 contractor job control tests	Sample in accordance with Tex-407-A. When the contract requires the project testing to be by the Engineer, the frequency and job control testing will be in accordance with the item of work. Split sample verification testing used when contractor performs job control testing. When job control testing by the contractor is waived by the plans, the frequency of sampling will be one test (2 specimens) for each 3,000 SY of concrete or fraction thereof or per day and split sample verification testing will be waived. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.

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TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
CONCRETE (Continued)	Slump	Tex-415-A	At time and location strength specimens are made	1 test for every 10 contractor job control tests.	Sample in accordance with Tex-407-A. Slump is not required for slip-formed pavement. Perform slump and temperature tests on the same load from which the strength specimens are made. Perform entrained air test only when entrained air concrete is specified on the plans. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Entrained Air (A)	Tex-416-A or Tex-414-A			
	Temperature	Tex-422-A			
	Pavement Texture	Tex-436-A	Final Riding Surface of travel lanes	1 per day, per driving lane	Perform when carpet drag is the only surface texture required on the plans.
	Thickness	Tex-423-A, Part I	Center of paving machine	Every 500 feet	Methods other than Tex-423-A may be shown on the plans.
	Ride Quality (A)	Tex-1001-S Surface Test, Type B	Final riding surface of travel lanes		Engineer may verify contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.

TABLE V – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	When a project test does not meet the specified strength requirements and a reduced pay factor is assigned, document the analysis on the Letter of Certification of Materials Used.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VI – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347 and 348) (All testing as noted in Table VI may be waived for exempt production as defined by specification.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (C)
	Magnesium Soundness (A)	Tex-411-A			
	Surface Aggregate Classification (A)	Tex-499-A		1 per project, per source	
	Micro Deval	Tex-461-A		1 per project, per aggregate source	Not required when the Rated Source Soundness Magnesium loss is 15 or less as listed on the current published BRSQC. If testing is required, sample in accordance with Tex-221-F.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per project, per source, per design	Does not apply to Item 342. Sample in accordance with Tex-221-F. The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder at hot- mix plant in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample. per project in SM.
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.

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TABLE VI – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347 and 348)
(All testing as noted in Table VI may be waived for exempt production as defined by specification.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min 1 design, per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted on individual materials, as necessary, for control.
COMPLETE MIXTURE	Asphalt Content (A)	Tex-236-F	Engineer Truck Sample (D)	Minimum 1 per Lot	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project. When Tex-236-F does not yield reliable results, use alternative methods for determining asphalt content, such as, Tex-210-F (ASTM D2172/AASHTO T164) and Tex-228-F (ASTM D4125/AASHTO T287).
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck Sample Plant Produced (D)	1 per Sublot	Sample in accordance with Tex-222-F. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #. Does not apply to Items 342 and 348.
	Gradation (A)	Tex-200-F	Engineer Truck Sample (D)	Minimum 1, per 12 Sublots (E)	Sample in accordance with Tex-222-F. Determine correction factors for ignition oven using Tex-236-F at a minimum of one per project.
	Moisture Susceptibility	Tex-530-C	Truck Sample	1 per project	Sample in accordance with Tex-222-F, unless waived by the Engineer.
	Indirect Tensile Strength – Dry	Tex-226-F			Sample in accordance with Tex-222-F, unless waived by the Engineer. Does not apply to Items 342, 346, 347, and 348.
	Moisture Content	Tex-212-F, Part II	Engineer Truck Sample		Sample in accordance with Tex-222-F.
	Lab Molded Density (A)	Tex-207-F, Part I, VI, VIII	Truck Sample (D)	1 per Sublot 1 per Lot for Item 347	Sample in accordance with Tex-222-F. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Drain Down Test (A)	Tex-235-F	Engineer Truck Sample	1 per 12 Sublots	Sample in accordance with Tex-222-F. Not required for Items 341, 344, and 347.
	Hamburg Wheel Test (A)	Tex-242-F	Engineer Truck Sample	1 per project	Sample in accordance with Tex-222-F. Sample during production. Does not apply to Item 348 PFC-C, PFCR-C, and Thin Bonded Wearing Course –All Types.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VI – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347 and 348)
(All testing as noted in Table VI may be waived for exempt production as defined by specification.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
COMPLETE MIXTURE (Continued)	Cantabro Loss (A)	Tex-245-F	Engineer Truck Sample	1 per project	Sample in accordance with Tex-222-F. Sample during production. Does not apply to items 341, 344, 346, and 347.
	Overlay Test (A)	Tex-248-F	Engineer Truck Sample	1 per project	Sample in accordance with Tex-222-F. Does not apply to Items 341, 344, and 348 PFC-C, PFCR-C, and Thin Bonded Wearing Course –All Types.
ROADWAY	In-Place Air Voids (A)	Tex-207-F, Part I, VI, VIII	Roadway (D)	2 cores per Sublot	Two cores taken per Sublot and averaged. Sample in accordance with Tex-222-F. Does not apply to Items 342, 347, and 348.
	Segregation Profile (A)	Tex-207-F, Part V	Roadway	1 per project	Not required when Contractor uses thermal imaging system. Does not apply to Items 342, 347, and 348.
	Joint Density (A)	Tex-207-F, Part VII	Roadway	1 per project	
	Thermal Profile	Tex-244-F	Immediately behind paver	1 per project	Not required when Contractor uses thermal imaging system.
	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes	1 per project	Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results for surface test Type A are not required to be reported.
	Permeability	Tex-246-F	Roadway	1 per project	Permeability is encouraged to use with items 342 and 348. Only applies to Item 347.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by MTD		Sampling must be in accordance with Tex-735-I. Verify the source is listed on the current Material Producer List for Silt Fence, Filter Fabric, and Fabric Underseals. If not, sample and test before use in accordance with DMS-6220.

TABLE VI – FOOTNOTES

A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."
E	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VII – HOT-MIX ASPHALT PAVEMENT (Items 334) (Refer to DMS-9210, "Limestone Rock Asphalt (LRA)," for testing requirements for Item 330.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design) (F)	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (D)
	Magnesium Soundness (A)	Tex-411-A			
	Micro Deval	Tex-461-A			Sample in accordance with Tex-221-F. Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Surface Aggregate Classification (A)	Tex-499-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. SiteManager Quality Monitoring test documentation is accomplished by attaching an approved mix design.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per project, per source	Sample in accordance with Tex-221-F. The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 (A) (C)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VII – HOT-MIX ASPHALT PAVEMENT (Items 334)
(Refer to DMS-9210, "Limestone Rock Asphalt (LRA)," for testing requirements for Item 330.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design) (F)	REMARKS
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted in individual materials as necessary for control.
COMPLETE MIXTURE	Asphalt Content (A)	Tex-236-F	Engineer Truck Sample (E)	Minimum of 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck Sample Plant Produced (E)	1 per 5,000 tons	Sample in accordance with Tex-222-F.
	Gradation (A)	Tex-236-F	Truck Sample	Minimum 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
	Moisture Content	Tex-212-F, Part II	Truck Sample	1 per 5,000 tons	Sample in accordance with Tex-222-F. Performed by MTD at the point of production for payment calculations.
	Hydrocarbon-Volatile Content	Tex-213-F		1 per 5,000 tons	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
	Lab Molded Density (A)	Tex-207-F		1 per 5,000 tons	Sample in accordance with Tex-222-F.
	Hveem Stability (A)	Tex-208-F		1 per 5,000 tons	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
ROADWAY	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VII – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project.
C	Or as called for in the Specifications.
D	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
E	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."
F	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII – HOT-MIX ASPHALT PAVEMENT (Item 340)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (C)
	Magnesium Soundness (A)	Tex-411-A			
	Micro Deval	Tex-461-A	Stockpile (B)	1 per project, per source	Sample in accordance with Tex-221-F. Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Surface Aggregate Classification (A)	Tex-499-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (C)
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per project, per design	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min. 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted in individual materials as necessary for control.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII – HOT-MIX ASPHALT PAVEMENT (Item 340)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY	REMARKS
COMPLETE MIXTURE	Asphalt Content	Tex-236-F	Truck Sample (D)	Minimum of 1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck Sample Plant Produced (D)	1 per day	Sample in accordance with Tex-222-F.
	Gradation (A)	Tex-236-F	Truck Sample	Minimum 1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Sample in accordance with Tex-222-F, unless waived by the Engineer.
	Indirect Tensile Strength – Dry	Tex-226-F		1 per project, per design	Sample in accordance with Tex-222-F, unless waived by the Engineer.
	Lab Molded Density (A)	Tex-207-F	Truck Sample	1 per day	Sample in accordance with Tex-222-F.
	Hamburg Wheel Tracker (A)	Tex-242-F		1 per project	Sample in accordance with Tex-222-F. Sample during production.
ROADWAY	Air Voids (A)	Tex-207-F	Selected by the Engineer (D)	1 per day (2 Cores)	Sample in accordance with Tex-222-F.
	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by MTD		Sample in accordance with Tex-735-I. Verify the source is listed on the current Material Producer List for Silt Fence, Filter Fabric, and Fabric Underseals. If not, sample and submit to MTD for testing before use in accordance with DMS-6220.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

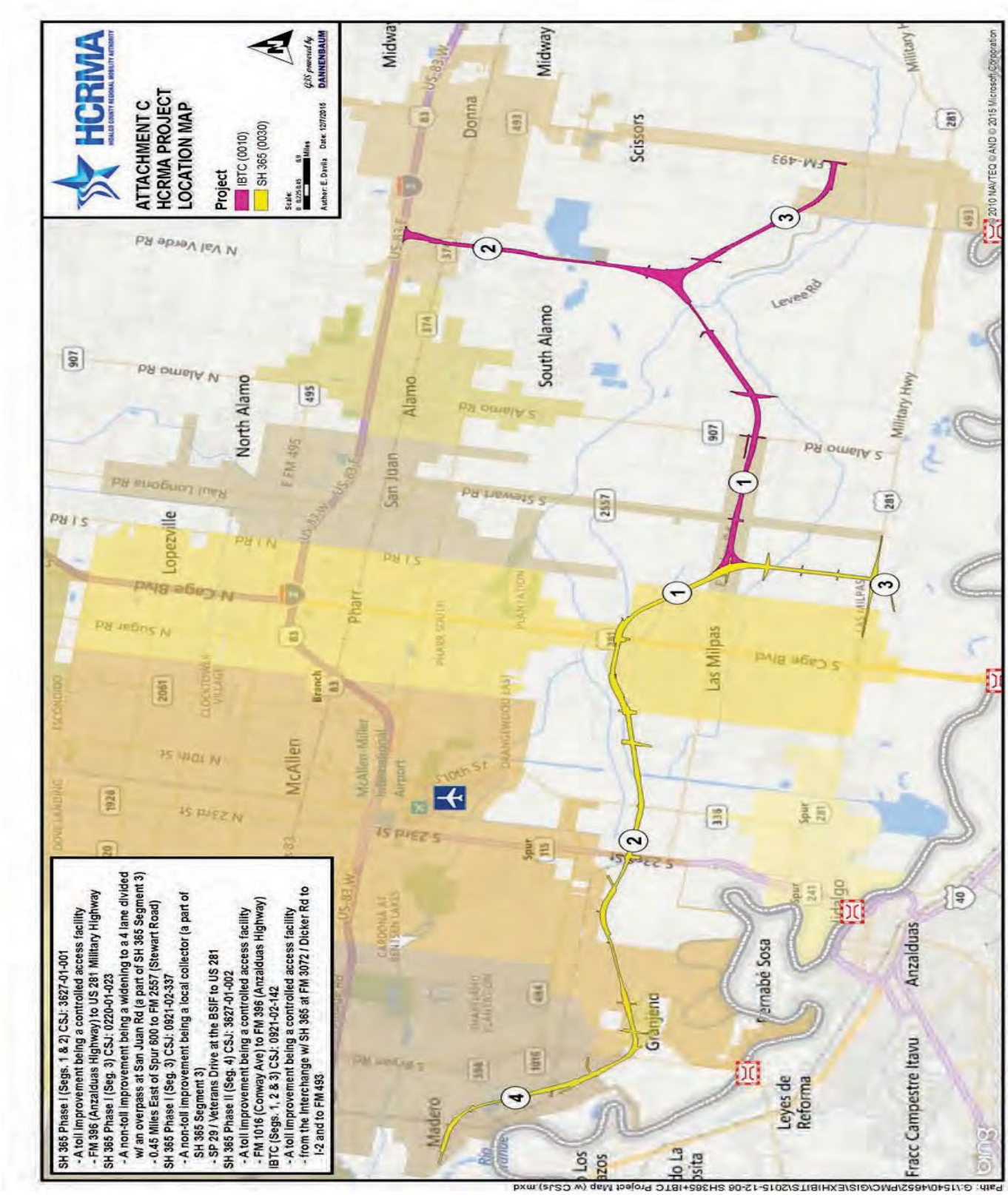
TABLE IX – MICROSURFACING (Item 350)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OF SAMPLING	FREQUENCY (Per Design)	REMARKS
AGGREGATE	Magnesium Soundness (A)	Tex-411-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing at 1 per project, per source. (C)
	Gradation	Tex-200-F, Part II		1 per project, per source	Sample in accordance with Tex-221-F.
	Crushed Face Count	Tex-460-A		1 per project, per source	Sample in accordance with Tex-221-F.
	Acid Insoluble (A)	Tex-612-J		1 per project, per source	Verify the value of the source, as listed on the current BRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-221-F. (C)
	Surface Aggregate Classification	Tex-499-A	Stockpile, or BRSQC (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing at 1 per project, per source. (C)
COMBINED BLEND	Sand Equivalent	Tex-203-F	Stockpile (B)	1 per project, per source	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IX – MICROSURFACING (Item 350)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OF SAMPLING	FREQUENCY (Per Design)	REMARKS
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min. 1 design per project	Submit to MTD for approval.
CEMENT	Compliance with DMS-4600				Verify the source is listed on the current Material Producer List for Cement. If not, sample and submit to MTD for testing before use in accordance with DMS-4600.
COMPLETE MIX	Asphalt Content	Tex-236-F	During production	1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Gradation	Tex-200-F, Part II Tex-236-F			Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven use at a minimum of one per project.

TABLE IX – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

Project Limits Exhibit



APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

I. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Title o(Modal Operating Administration),*** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program* ***requirements.[***

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds ofrace, color, or national origin. ***[Include Modal Operating Administration specific program requirements.]***

4. **Information and Repo11s:** The contractor will provide all information and reports required by the Acts,the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Title o(Modal Operating Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration),* as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Title o(Modal Operating Administration)*** may determine to be appropriate, including, but not limitedto:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respectto any subcontract or procurement as the Recipient or the ***(Title o(Modal Operating Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes andauthorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis ofrace, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discriminationon the basis of age);
- Airport and Airway Improvement Act of1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

North American Industry Classification System (NAICS) Work Codes
For Federally Funded Contracts

Texas Department of Transportation
Professional Engineering Procurement Services (PEPS) Division
Professional Services Contracts for Engineering, Surveying and Architecture
Pre-Certified Work Categories and North American Industry Classification System (NAICS) Work Codes for Federally Funded contracts

Work Category No.	Category Name	Applicable Disadvantaged Business Enterprise (DBE) NAICS Work Codes
1.1.1	Policy Planning	541330 or 541320
1.2.1	Systems Planning	541330
1.3.1	Subarea/Corridor Planning	541330
1.4.1	Land Planning/Engineering	541330
1.5.1	Feasibility Studies	541330
1.6.1	Major Investment Studies	541330
1.7.1	Traffic Demand Modeling	541330
1.8.1	Public Involvement	541820 or 541330
2.1.1	Traffic Noise Analysis	541330 or 541620
2.2.1	Air Quality Analysis	541330 or 541620
2.3.1	Wetland Delineation	541330 or 541620
2.3.2	Conditional/Functional Assessment	541330 or 541620
2.4.1	Nationwide Permit	541330 or 541620
2.4.2	Clean Water Act Sec. 404 Permits	541330 or 541620
2.4.3	U.S. Coast G. & U.S. Army Corps Of Engr. Permits	541330 or 541620
2.5.1	Geological Assessment for Edwards Aquifer Recharge Zone	541330 or 541360 or 541620
2.6.2	Impact Evaluation Assessments	541330 or 541620
2.6.4	Biological Evaluations/Assessments	541330 or 541620
2.7.1	Sec. 4(F)/6(F) Evaluations	541330 or 541620
2.7.2	Historic Sites Sec. 4(f) Evaluations	541330 or 541620 or 541310
2.10.1	Archaeological Surveys, Doc., Excavation, Testing Rpts	541330 or 541620
2.12.1	Socio-Economic and Environmental Justice Analysis	541330 or 541620
2.13.1	Hazardous Materials Initial Site Assessment	541330 or 541620
2.14.1	Environmental Document Preparation	541330 or 541620
2.15.1	Historical Research of Extant Bldgs, Struct, Landsc., & Obj.	541310 or 541620
2.15.2	Historical Surveys & Doc. of Bldgs, Struct, Landsc., & Obj.	541310 or 541620
3.2.1	Route Studies & Schematic Design	541330
4.2.1	Roadway Design	541330
4.4.1	Freeway Interchanges	541330
4.5.1	Constructability Review	541330
4.6.1	3-D Design Visualization Services	541330 or 541340
5.2.1	Bridge Design	541330
5.3.1	Multi-Level Interchange Design	541330
5.5.1	Bridge & Non-Bridge Class Culvert and Inlet Design	541330
6.1.1	Routine Bridge Inspection Team Leader	541330
6.1.2	Routine Bridge Inspection Project Manager	541330
6.2.1	Complex Bridge Inspection Team Leader	541330
6.2.2	Complex Bridge Inspection Project Manager	541330
6.3.1	Tunnel Inspection Team Leader	541330
6.3.2	Tunnel Inspection Project Manager	541330
6.4.1	Underwater Bridge Inspection Team Leader	541330
6.5.1	Non-Destructive Testing	541330 or 541380
7.1.1	Traffic Engineering Studies (Traffic Counting 541990)	541330
7.3.1	Traffic Signal Timing	541330
7.4.1	Traffic Control Systems Analysis, Design & Implementation	541330
7.5.1	Intelligent Transportation System	541330
8.1.1	Signing, Pavement Marking & Channelization	541330
8.2.1	Illumination	541330
8.3.1	Signalization	541330
8.4.1	ITS Control Systems Analysis, Design & Implementation	541330
8.6.1	Rail-Highway Design	541330

North American Industry Classification System (NAICS) Work Codes
For Federally Funded Contracts

Work Category No.	Category Name	Applicable Disadvantaged Business Enterprise (DBE) NAICS Work Codes
9.1.1	Bicycle & Pedestrian Facility Development	541330
10.1.1	Hydrologic Studies	541330
10.2.1	Roadway Hydraulic Design	541330
10.3.1	Bridge Hydraulic Design	541330
10.4.1	Storm Water Pump Station-Hydraulic Design	541330
10.4.2	Pump Stations-Electrical	541330
10.4.3	Pump Stations-Structures	541330
10.5.1	Bridge Scour Evaluations And Analysis	541330
10.6.1	Coastal Hydraulic Design	541330
10.7.1	Riverine Hydraulic Design	541330
10.8.1	FEMA Regulations and Permits	541330
11.1.1	Roadway Construction Management And Inspection	541330
11.2.1	Bridge Construction Management And Inspection	541330
11.3.1	Construction Superintendent	541330
11.4.1	Environmental Inspections	541330 or 541620
11.5.1	Construction Scheduling Project Manager	541330
11.6.1	Construction Schedule Support- General	541330
11.7.1	Construction Schedule Support- Relating to Scheduling of Roadway Design	541330
11.8.1	Construction Schedule Support- Relating to Construction Management of Projects Including Bridges or Multi-level Interchanges	541330
12.1.1	Asphaltic Concrete Production	541330 or 541380
12.1.2	Portland Cement Concrete	541330 or 541380
12.1.3	Materials Engineering	541330 or 541380
12.1.4	Asphaltic Concrete Placement	541330 or 541380
12.1.5	Portland Cement Concrete Placement	541330 or 541380
12.1.6	Embankment/Subgrade/Backfill/Base Production	541330 or 541380
12.1.7	Embankment/Subgrade/Backfill/Base Placement	541330 or 541380
12.2.1	Plant Inspection And Testing	541330 or 541380
12.3.1	Coatings Inspection and Material Testing Project Manager	541330 or 541380
12.3.2	Coatings Inspection and Material Testing Task Leader	541330 or 541380
14.1.1	Soil Exploration	541330 or 541380
14.2.1	Geotechnical Testing	541330 or 541380
14.3.1	Transportation Foundation Studies	541330 or 541380
14.4.1	Building Foundation Studies	541330 or 541380
14.5.1	Evaluation & Design of Geotechnical Related Structures	541330 or 541380
15.1.1	Right of Way Surveys	541370
15.2.1	Design Survey	541370
15.2.2	Construction Survey	541370
15.3.1	Aerial Photogrammetry	541370
15.3.2	Terrestrial Photogrammetry	541370
15.3.3	Terrestrial LiDAR	541370
15.3.4	Mobile and Airborne LiDAR	541370
15.3.5	Horizontal and Vertical Control	541370
15.5.1	State Land Surveying	541370
16.1.1	Architecture	541310
16.2.1	Building and Facilities Architecture	541310
16.3.1	Landscape Architecture	541320
17.1.1	Structural Engineering	541330
17.2.1	Mechanical Engineering	541330
17.3.1	Plumbing Engineering	541330
17.4.1	Electrical Engineering	541330
17.5.1	Civil Engineering	541330
17.6.1	Hazardous Building Materials Assessment (Asbestos)	541330 or 541620
17.6.2	Hazardous Building Materials Assessment (Lead)	541330 or 541620

North American Industry Classification System (NAICS) Work Codes
For Federally Funded Contracts

Work Category No.	Category Name	Applicable Disadvantaged Business Enterprise (DBE) NAICS Work Codes
18.2.1	Subsurface Utility Engineering	541330
18.3.1	Utility Adjustment Coordination	541330 or 541618
18.4.1	Utility Engineering	541330
18.5.1	Utility Construction Management and Verification	541330
18.6.1	Utility Management & Coordination Oversight	541330
19.1.1	Value Engineering	541330
	Services used to support work done under the precertification work categories	
Support	Drilling and Coring Services (for Engineering services)	541330
Support	Boring, Core Drilling, Foundation Drilling, and Soil Test Drilling	238910
Support	Materials Testing (for Engineering services)	541330
Support	Materials Testing (for testing laboratories)	541380
Support	Traffic Control - Flagging	561990
Support	Traffic Control - Sign erection, highway, road, street or bridge	237310
Support	Traffic Counting	541330 or 541990
	Non-listed categories (NLC)	
NLCs	NLC - for Engineering	541330
NLCs	NLC - for Materials Testing	541330 or 541380
NLCs	NLC - for Construction Record Keeper	541330
NLCs	NLC - for Non-engineering, Non-architecture, Non-surveying	To Be Determined

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-39

APPROVAL OF WORK AUTHORIZATION 1 WITH TERRACON CONSULTANTS, INC., FOR CONSTRUCTION MATERIAL TESTING IN THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 28th day of September, 2021, by the Board of Directors of the HidalgoCounty 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 the Authority finds it necessary to approve Resolution 2021-38 Approval of Award of Contract by and between the Terracon Consultants, Inc., and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services; and

WHEREAS the Authority finds it necessary to approve Resolution 2021-39 Approval of Work Authorization 1 to the Professional Service Agreement with Terracon, Inc., for Construction Material Testing in the 365 Tollway Project in the amount of $1,950,258.64.

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 1 to the Professional Service Agreement with Terracon Consultants, Inc., in the amount of $1,950,258.64 for the 365 Tollway Project, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization 1 with Terracon Consultants, Inc., as approved by the Board.

*****

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 28th day of September 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Work Authorization 1
to the
Professional Service
Agreement with
Terracon Consultants, Inc.
For
Construction Material Testing Services

WORK AUTHORIZATION NO. 1___
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 Terracon Consultants Inc. (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 C, E, and F which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is $1,950,258.64 and the method of payment is unit cost/specified rate basis as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

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

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

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

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

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Jorge A Flores, P.G.	Pilar Rodriguez
(Printed Name)	(Printed Name)
Client Manager	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

SH 365 Phase I (Segs. 1 & 2) CSJ: 3627-01-001
- A toll improvement being a controlled access facility
- FM 396 (Anzalduas Highway) to US 281 Military Highway

SH 365 Phase I (Seg. 3) CSJ: 0220-01-023
- A non-toll improvement being a widening to a 4 lane divided w/ an overpass at San Juan Rd (a part of SH 365 Segment 3)
- 0.45 Miles East of Spur 600 to FM 2557 (Stewart Road)

SH 365 Phase I (Seg. 3) CSJ: 0921-02-337
- A non-toll improvement being a local collector (a part of SH 365 Segment 3)
- SP 29 / Veterans Drive at the BSIF to US 281

SH 365 Phase II (Seg. 4) CSJ: 3627-01-002
- A toll improvement being a controlled access facility
- FM 1016 (Conway Ave) to FM 396 (Anzalduas Highway)

IBTC (Segs. 1, 2 & 3) CSJ: 0921-02-142
- A toll improvement being a controlled access facility
- from the Interchange w/ SH 365 at FM 3072 / Dicker Rd to I-2 and to FM 493

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

EXHIBIT C
HCRMA PROJECT LOCATION MAP

Project
- IBTC (0010)
- SH 365 (0030)

Scale: 0 0.225 0.45 0.9 Miles

Author: E. Davila Date: 12/7/2015

GIS powered by DANNENBAUM

Path: G:\1540\4652\PMC\GIS\EXHIBITS\2015-12-06 SH365+IBTC Project Map (w CSJs).mxd

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ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

APPLICABILITY:

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

ABBREVIATIONS, ABBREVIATIONS, and DEFINITIONS:

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

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
PROJECT DESCRIPTION

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

County/HCRMA: Hidalgo County

CSJ number: 0921-02-368

Project/Description: Provide construction materials testing to assure the materials incorporated into 12.23 miles of Segment 1(from McColl Rod to US 281) and Segment 2 (from FM 396, Anzalduas Highway/GSA Connection) on Phase II of 365 Toll Highway Construction Project are subject to verification sampling and testing when required and meet project plans and specifications; And administering quality monitoring and quality assurance program. Overall project consists of construction of a 12.23 mile tolled facility from FM 396 & GSA Connector to US 281 (Military Highway), which consists of: Grading, flexible base, lime treated subgrade, asphaltic concreate pavement, concrete pavement, signing and pavement markings, cross culverts, bridge structures, retaining walls, illumination and toll equipment. (the "Project");

Length: 12.23 Miles (Approx)

Highway: 365 TOLL

Limits: (See Location Map Attached)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Enter all test data in APPIA.

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

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

SUMMARY OF DELIVERABLES:

The Engineer shall provide the following:

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

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

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

EXHIBIT D

BASIS OF LABOR ESTIMATE

Basis of Labor Estimate for HCRMA Bypass

Labor hours are based on the engineer provided schedule, and a 50 hour work week.

	Level of Effort Per Work Category Tech Hours	
Excavation & Embankment w/ Bridge Fills	7213	Field Technician on site for 100% of the anticipated construction time
Lime Treating	1575	Field Technician on site for 75% of the anticipated construction time
Cement Treating Base	1800	Field Technician on site for 100% of the anticipated construction time
Bond Breaker	500	Field Technician on site for 100% of the anticipated construction time
Concrete Paving	740	Field Technician on site for 20% of the anticipated construction time
Side Street Construction	1625	Field Technician on site for 50% of the anticipated construction time

Labor Category	Hours	Raw Rate	Contract Rate	Total
Field Technician	13453	$27.00	$68.02	$915,073.06
Project Engineer	1346	$58.00	$133.98	$180,337.08
Principal	135	$80.00	$186.90	$25,231.50
			Total Labor =	**$1,120,641.64**

Mileage		
Weeks on Project	272	
Days per Week	5.25	
Days on Project	1428	
Mileage per Day	49.5	
Mileage Rate	$ 6.00	
Total Miles Anticipated	70686	
Mileage Budget	**$ 424,116.00**	

Labor & Mileage Total =	**$1,544,757.64**
Total Testing =	**$405,501.00**
Grand Total =	**$1,950,258.64**

TEST NO.	CMT Firm: Terracon Date: 01/26/2021			Final as of 3/29/2021		
	Type		**Unit**		**QUANTITY**	**TOTAL**
1	Mobilization/Demobilization		Mile	$ 400.00		$ -
	Drilling, Logging, &Recovering Samples (**With** TCP)					$ -
2A	1. Depth ≤ 50 feet		Tex-132-E (every 5 feet)	$ 30.00		$ -
2B	2. Depth ≥ 50 feet		linear foot	$ 32.00		$ -
	Drilling, Logging, &Recovering Samples (**Without** TCP)					
3A	1. Depth ≤ 50 feet		linear foot	$ 27.00		$ -
3B	2. Depth ≥ 50 feet		linear foot	$ 29.00		$ -
4	Rock Coring (Soft Rock)[2]		linear foot	$ 12.50		$ -
5	Rock Coring (Hard Rock)[2]		linear foot	$ 16.00		$ -
6	Staking Borings and Utility Locations		hour	$ 115.00		$ -
	Standby Time (sampling)		hour	$ 272.00		$ -
7A	1. Hot Mix Asphalt (minumum of one hour)		each	$ 109.00		$ -
7B	2. Concrete (minumum of one hour)		each	$ 218.00		$ -
8	Piezometer - 2 inch (including well completion and installation)		linear foot	$ 44.00		$ -
9	Grouting of Borings		linear foot	$ 5.50		$ -
10	Traffic Control - Major		day	$ 2,500.00		$ -
	Laboratory Test	**Test Method**	**Unit**			
11	Volumetric Shrinkage	ASTM D427	each	$ 104.00		$ -
12	Standard Poor Test	ASTM D698	each	$ 98.00		$ -
13	Modified Poor Test	ASTM D1557	each	$ 340.00		$ -
14	Standard 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 Test of Soils Under Consolidated Drained Conditions	ASTM D3080	set of 3	$ 870.00		$ -
21	Direct Shear Test of Soils Under Consolidated Drained Conditions, SAND	ASTM D3080	set of 3	$ 490.00		$ -
22	Direct Shear Test of Soils Under Consolidated Drained Conditions, CLAY	ASTM D3080	set of 3	$ 655.00		$ -
23	Splitting Tensile of Intact Rock Core	ASTM D3967	each	$ 120.00		$ -
24	Water Stand Pipes	ASTM D4043	each	$ 40.00		$ -
25	Calcium Carbonate Content of Soils	ASTM D4373	LF	$ 62.00		$ -
26	Hydraulic Conductivity Permeability	ASTM D4511	each	$ 490.00		$ -
27	One Dimensional Swell, Methods A&B	ASTM D4546	each	$ 380.00		$ -
28	One Dimensional Swell, Method B Only	ASTM D4546	each	$ 327.00		$ -
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	$ 300.00		$ -
33	Casagrande Type Piezometers Installation	N/A	each	$ 55.00		$ -
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	$ 35.00		$ -
	Laboratory Test	**Test Method**	**Unit**			
	Soils & Base Testing					
40	Sampling	Tex-400-A	hour	$ 60.00	50	$ 3,000.00
41	Sample Preparation	Tex-101-E	each	$ 57.00	24	$ 1,368.00
42	Determining Slaking Time	Tex-102-E	each	$ 50.00		$ -
43	Moisture Content	Tex-103-E	each	$ 13.00	300	$ 3,900.00
44	Atterburg Limits	Tex-104,105&106-E	Set of 3	$ 75.00	224	$ 16,800.00
45	Linear Bar Shrinkage (per bar)	Tex-107-E	each	$ 65.00		$ -
46	Determining the Specific Gravity of Soils	Tex-108-E	each	$ 98.00		$ -
47	Sieve Analysis	Tex-110-E, Part I	each	$ 65.00	433	$ 28,145.00
48	Sieve Analysis (Hydrometer with Tex-108-E)	Tex-110-E, Part II	each	$ 82.00		$ -
49	Hydrometer with Tex-108-E (in conjunctin with Tex-110-E, Part II)	Tex-108-E	each	$ 55.00		$ -
50	Percent Passing No. 200 Sieve	Tex-111-E	each	$ 108.00	224	$ 24,192.00
51	Determining the Amount of Material in Solis Finer than the 75 mi	Tex-111-E	each	$ 49.00		$ -
52	Admixing Lime to Reduce Plasticity Index of Soils	Tex-112-E	each	$ 125.00		$ -
53	Moisture-Density Relationship	Tex-113-E	each	$ 245.00	20	$ 4,900.00
54	Moisture-Density Relationship	Tex-114-E	each	$ 218.00	73	$ 15,914.00
55	Field Density Measurements	Tex-115-E	hour	$ 55.00	0	$ -
56	Wet Ball Mill Test	Tex-116-E	each	$ 250.00	10	$ 2,500.00

57	Texas Triaxial Compression [6]	Tex-117-E, Part I	each	$ 1,650.00	10	$ 16,500.00
58	Texas Triaxial Compression [6]	Tex-117-E, Part II	each	$ 1,500.00		$ -
59	Quality Assurance (QA) Series for Flexible Base [7] [8]	See Foot Notes	each	$ 2,350.00		$ -
60	Soil- Cement Testing [7]	Tex-120-E, Part II	each	$ 436.00	9	$ 3,924.00
61	Soil- Lime Testing [7]	Tex-121-E, Part II	each	$ 436.00	19	$ 8,284.00
61.1	Soil-Lime Testing Determining Stabilization Ability of Lime by Soil pH	Tex-121-E, Part III	each	$ 250.00		$ -
62	Determining the Drainage Factor of Soil Materials (Not Field Test)	Tex-123-E ++	each	$ 600.00		$ -
63	Determining Modulus of Sub-grade Recaction (K Value) (Not Field Test)	Tex-125-E ++	each	$ 150.00		$ -
64	Molding, Testing, and Evaluation Bituminous Black Base Materials	Tex-126-E ++	each	$ 250.00		$ -
65	Lime-Fly Ash Compression [7]	Tex-127-E	each	$ 872.00	28	$ 24,416.00
66	Soil pH	Tex-128-E	each	$ 41.00	77	$ 3,157.00
67	Resistivity of Soils	Tex-129-E	each	$ 98.00		$ -
68	Slurry Testing	Tex-130-E	each	$ 103.00		$ -
69	Texas Cone Penetration	Tex-132-E	each	$ 49.00		$ -
70	Freezing and Thawing Tests oc Compacted Soil-Cement Mixture	Tex-135-E	each	$ 327.00		$ -
71	Thickness of Pavement Layers (4 hour minimum)	Tex-140-E	hour	$ 200.00	184	$ 36,800.00
72	Manual Procedure for Description and Identification of Soils	Tex-141-E	each	$ 55.00		$ -
73	Laboratory Classification os Soils for Engineering Purposes	Tex-142-E	each	$ 55.00		$ -
74	Sulfate Content in Soils	Tex-145-E	each	$ 71.00	77	$ 5,467.00
75	Conductivity Test for Field Detection of Sulfates in Soil	Tex-146-E	each	$ 65.00		$ -
75.1	Organic Content Using UV-VIS Method	Tex-148-E	each	$ 70.00	10	$ 700.00
76	Determining Cholride and Sulfate Contents in Soils	Tex-620-J	each	$ 81.00		$ -
77	Free Swell Test	EM1110-2-1906	each	$ 164.00		$ -
78	Pressure Swell Test	EM1110-2-1906	each	$ 272.00		$ -
79	One-Dimensional Swell	ASTM D4546	each	$ 380.00		$ -
80	One-Dimensional Swell (Method B Only)	ASTM D4546	each	$ 75.00		$ -
81	Potential Vertical Rise Calculation	Tex-124-E	each	$ 71.00		$ -
82	Volumetric Shrinkage	ASTM D4943	each	$ 104.00		$ -
83	Volumetric Shrinkage	ASTM D427	each	$ 98.00		$ -
84	Unconfined Compression Test (Soil)	ASTM D2166	each	$ 81.00		$ -
85	Unconfined Compression Test (Rock)	ASTM D2938	each	$ 98.00		$ -
86	Unconfined Compression Test (Rock) (Method D)	ASTM D7012	each	$ 60.00		$ -
	Unconsolidated Undrained (UU) Triaxial Compression Test					$ -
87	1. Set of Three	Tex-118-E	set	$ 300.00		$ -
88	2. Multistage	Tex-118-E	each	$ 273.00		$ -
	Consolidated Undrained (CU) Triaxial Compression Test					$ -
89	1. Set of Three	Tex-131-E or ASTM D4767	set	$ 1,310.00		$ -
90	2. Multistage	Tex-131-E or ASTM D4767	each	$ 1,090.00		$ -
	Consolidated Drained (CD) Triaxial Compression Test					$ -
91	1. Set of Three	Tex-131-E or ASTM D4767	set	$ 925.00		$ -
92	2. Multistage	Tex-131-E or ASTM D4767	each	$ 872.00		$ -
93	Direct Shear Consolidated Drained (CD), sand	ASTM D3080	set of 3	$ 1,400.00		$ -
94	Direct Shear Consolidated Drained (CD), clay	ASTM D3080	set of 3	$ 1,400.00		$ -
95	One-Dimensional Consolidation Test (7 load increments)	ASTM D2435	each	$ 600.00		$ -
96	Resilient Modulus (fine-grained soils)	AASHTO T307	each	$ 1,035.00		$ -
	Hot Mix Asphalt Testing					$ -
97	Sieve Analysis of Fine and Coarse Aggregates	Tex-200-F	each	$ 95.00	18	$ 1,710.00
98	Bulk Specific Gravity and Water Absorption of Aggregates	Tex-201-F	each	$ 95.00	18	$ 1,710.00
99	Apparent Specific Gravity of Material Finer Than 180 µm (No. 80) Sieve	Tex-202-F	each	$ 65.00		$ -
100	Sand Equivalent Test	Tex-203-F	each	$ 85.00	103	$ 8,755.00
101	Labortory Method of Mixing Bituminous Mixtures	Tex-205-F	Set of 3	$ 92.00		$ -
102	Compacting Specimens Using the Texas Gyratory Compactor (TG	Tex-206-F	Set of 3	$ 98.00		$ -
103	Determining Bulk Specific Gravity of Compacted Bituminuous Mixtures	Tex-207-F (I)	each	$ 27.00	186	$ 5,022.00
104	Determining In-Place Density of Compacted Bituminuous Mixtures (Nuclear Method)	Tex-207-F (III)	each	$ 27.00		$ -
105	Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (IV)	each	$ 87.00		$ -
106	Segregation Profile	Tex-207-F (V)	each	$ 175.00	3	$ 525.00
107	Joint Density	Tex-207-F (VII)	each	$ 175.00	3	$ 525.00
108	Test of Stabilometer Value of Bituminous Mixtures	Tex-208-F	set of 3	$ 120.00		$ -
109	Determining Asphalt Content of Bituminous Mixtures by Extraction	Tex-210-F	each	$ 155.00	20	$ 3,100.00
110	Recovery of Asphalt from Bituminou Mixtures by the Abson Pro	Tex-211-F	each	$ 218.00		$ -
111	Determining Moisture Content of Bituminous Mixtures	Tex-212-F	each	$ 55.00	3	$ 165.00
112	Determining Hydrocarbon-Volatile Content of Bituminous Mixture	Tex-213-F	each	$ 110.00		$ -
113	Determining Deleterious Material and Decantation Test for Coarse Aggregates	Tex-217-F	each	$ 82.00	10	$ 820.00
114	Indirect Tensile Strength Test	Tex-226-F	each	$ 545.00		$ -
115	Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	each	$ 98.00	186	$ 18,228.00
116	Determining Asphalt Content of Bituminous Mixtures by the Nuclear	Tex-228-F	each	$ 190.00		$ -
117	Combined HMAC Cold-Belt Sampling and Testing Procedure	Tex-229-F	each	$ 55.00		$ -
118	Determining Draindown Characteristics in Bituminous Mixtures	Tex-235-F	each	$ 55.00		$ -

119	Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex-236-F	each	$ 142.00	120	$ 17,040.00
120	Asphalt Release Agents	Tex-239-F	each	$ 50.00		$ -
121	Superpave Gyratory Compacting of Test Specimens of Bituminous	Tex-241-F	each	$ 125.00	30	$ 3,750.00
122	Hamburg Wheel Tracker	Tex-242-F	each	$ 245.00	3	$ 735.00
123	Tack Coat Adhesion	Tex-243-F	each	$ 109.00		$ -
124	Thremal Profile	Tex-244-F	each	$ 130.00	3	$ 390.00
125	Cantabro Loss	Tex-245-F	each	$ 190.00	3	$ 570.00
126	Permeability or Water Flow of Hot Mix Asphalt	Tex-246-F	each	$ 76.00		$ -
127	Overlay Test	Tex-248-F	set of 3	$ 545.00	3	$ 1,635.00
128	Flat and Elongated Particles	Tex-280-F	each	$ 61.00		$ -
129	Sampling Bituminous Materials, Pre-Molded Joint Fillers, and Joint	Tex-500-C	each	$ 55.00	4	$ 220.00
130	Asphalt Binder Water in Petroleum	Tex-501-C AASHTO T55	each	$ 93.00		$ -
131	Penetration of Bituminous Materials	Tex-502-C AASHTO T49	each	$ 163.00		$ -
132	Ductility of Asphalt Materials	Tex-503-C AASHTO T51	each	$ 120.00		$ -
133	Flash and Fire Points by Cleveland Open Cup	Tex-504-C AASHTO T48	each	$ 65.00		$ -
134	Softening Point of Bitumen (Riing and Ball Apparatus	Tex-505-C AASHTO T53	each	$ 110.00		$ -
135	Solubility of Bituminous Materials	Tex-507-C AASHTO T44	each	$ 110.00		$ -
136	Specific Gravity	Tex-508-C AASHTO T228	each	$ 82.00		$ -
137	Spot Test of Asphaltic Materials	Tex-509-C AASHTO T102	each	$ 158.00		$ -
138	Effect of Heat and Air on Asphalt Materials (Thin-Film Oven Test)	Tex-510-C AASHTO t179	each	$ 68.00		$ -
139	Flash Point with Tag Open-Cup Apparatus for Use with Material H	Tex-512-C AASHTO T79	each	$ 93.00		$ -
140	Saybolt Viscosity	Tex-513-C AASHTO T72	each	$ 82.00		$ -
141	Cutback Asphalts - Specific Gravity, API Gravity, or Density of Cutback Asphalts by Hdyrometer Method; Emulsified Asphalts - Weight per Gallon of Emulsified Asphalt	Tex-514-C ASTM D3142 ASTM D244	each	$ 136.00		$ -
142	Distillation of Cutback Asphalt Products	Tex-515-C AASHTO T78	each	$ 185.00		$ -
143	Float Test for Bituminous Materials	Tex-519-C AASHTO T50	each	$ 70.00		$ -
144	Standard Test Method for Emulsified Asphalts	Tex-521-C AASHTO T59	each	$ 190.00		$ -
145	Viscosity of Asphalts by Vacuum Capillary Viscometer	Tex-528-C AASHTO T202	each	$ 38.00		$ -
146	Kinematic Viscosity of Asphalts (Bitumens)	Tex-529-C AASHTO T201	each	$ 82.00		$ -
147	Boil Test (Effect of Water on Paving Mix)	Tex-530/531-C	each	$ 136.00	3	$ 408.00
148	Field Coring - ACP Thickness	ASTM D3549	each	$ 109.00		$ -
149	Pavement Thickness Determin. (Full Depth)	ASTM D3549	each	$ 136.00		$ -
150	Determining Polymer Additive Percentages in Polymer Modified	Tex-533-C	each	$ 65.00		$ -
151	Calculating Viscosity from Penetration	Tex-535-C	each	$ 76.00		$ -
152	Elastic Recovery of Tensile Deformation Using a Ductilometer	Tex-539-C	each	$ 65.00		$ -
153	Measurement of Polymer Separation on Heating in Modified Asphalat	Tex-540-C	each	$ 55.00		$ -
154	Rolling Thin Film Oven Test for Asphalt Binders	Tex-541-C ASSHTO T240	each	$ 110.00		$ -
155	Flexural Creep Stiffness Using the Bending Beam Rheometer	AASHTO T313	each	$ 110.00		$ -
156	Determining Rheological Properties of Asphalt Binder Using a Dy	AASHTO T315	each	$ 125.00		$ -
157	Determining Breaking Index for Asphalt Emulsions	Tex-542-C	each	$ 235.00		$ -
158	Resilience Test for Sealants and Repair Materials	Tex-547-C	each	$ 200.00		$ -
159	Tensile Strain to Failure	Tex-548-C	each	$ 65.00		$ -
160	Cone Flow Test	Tex-549-C	each	$ 60.00		$ -
161	Flexibility Test for Sealants and Repair Materials	Tex-550-C	each	$ 190.00		$ -
162	Settlement of Sealants and Repair Materials	Tex-551-C	each	$ 95.00		$ -
	Concrete & Aggregate Testing					
163	Sieve Analysis for Conc. Agg	Tex-401-A	each	$ 85.00	2	$ 170.00
164	Fineness Modulus for Conc. Agg	Tex-402-A	each	$ 75.00	2	$ 150.00
165	SSD Specific Gravity / Absorption Conc. Agg	Tex-403-A	each	$ 80.00		$ -
166	Unit Weight of Conc. Agg	Tex-404-A	each	$ 40.00	2	$ 80.00
167	Determining Pecent Voids and Solids in Concrete	Tex-405-A	each	$ 65.00		$ -
168	Decantation for Conc. Agg	Tex-406-A	each	$ 65.00	17	$ 1,105.00
169	Organic Impurities for Conc. Agg	Tex-408-A	each	$ 65.00	2	$ 130.00
170	Free Moisture and Water Absorption in Aggregate for Concrete	Tex-409-A	each	$ 35.00		$ -
171	L.A. Abrasion	Tex-410-A	each	$ 450.00	3	$ 1,350.00
172	5 Cycle Magnesium Soundness	Tex-411-A	each	$ 500.00	4	$ 2,000.00
173	Deleterious Material for Conc. Agg	Tex-413-A	each	$ 75.00	30	$ 2,250.00
174	Air Content of Fresh Concrete by Volumeteric	Tex-414-A	each	$ 33.00	141	$ 4,653.00
175	Slump of Fresh Concrete	Tex-415-A	each	$ 25.00	141	$ 3,525.00
176	Air Content of Fresh Concrete by Pressure	Tex-416-A	each	$ 27.00		$ -
177	Unit Weight, Yield and Air Content (Gravimetric) of Concrete	Tex-417-A	each	$ 30.00		$ -
178	Comp. Strength of Cyl. Conc. Specimen	Tex-418-A	each	$ 15.00	282	$ 4,230.00
179	Measure Temp. of Fresh Conc.	Tex-422-A	each	$ 20.00	141	$ 2,820.00
180	Obtaining & Testing Drilled Conc. Cores	Tex-424-A	each	$ 250.00		$ -
181	Absorption and Dry Bulk Specific Gravity of Lightweight Coarse	Tex-433-A	each	$ 95.00	2	$ 190.00
182	Test Flow of Grout Mixtures (Flow Cone Method)	Tex-437-A	each	$ 125.00		$ -
183	Accelerated Polish Test for Coarse Aggregate	Tex-438-A	each	$ 355.00		$ -
184	Det. Comp. Strength of Grouts	Tex-442-A	each	$ 18.00		$ -
185	Making & Curing Conc. Test Specimen	Tex-447-A	each	$ 18.00		$ -
186	Flexural Strength of Concrete Using Simple Beam Third-Point Load	Tex-448-A	each	$ 55.00		$ -
187	Capping Cyl. Conc. Specimen	Tex-450-A	each	$ 18.00		$ -
188	Degradation of Coarse Aggregate by Micro-Devel Abrasion	Tex-461-A	each	$ 350.00	2	$ 700.00

189	Uniformity of Concrete	Tex-472-A	each	$ 165.00		$ -
	Additional Testing	**Test Method**	**Unit**			
190	Geogrid Testing	Tex-621-J	each	$ 806.00		$ -
191	Water Quality Testing	Tex-619-J	each	$ 158.00		$ -
192	Lime Testing	Tex-600-J	each	$ 450.00	11	$ 4,950.00
193	Operating Inertial Profilers and Evaluating Pavement Profiles	Tex-1001-S	each	$ 1,500.00	2	$ 3,000.00
194	Vane Shear Testing	ASTM D2573	each	$ 327.00		$ -
	Miscellaneous Testing	**Test Method**	**Unit**			
195	Structural Field Welding	**NA**	hour	$150.00		$ -
	Equipmemt & Supplies for MT & UT		day	$150.00		$ -
	Other Direct Expenses		**Unit**			
	Photocopies B/W (8 1/2" X 11")		each	$ 0.15		$ -
	Photocopies B/W (11" X 17")		each	$ 0.23		$ -
	Photocopies Color (8 1/2" X 11")		each	$ 0.82		$ -
	Photocopies Color (11" X 17")		each	$ 1.41		$ -
	Digital Ortho Plotting		sheet	$ 2.43		$ -
	CADD Plotting		linear foot	$ 1.00		$ -
	Plots (B/W on Bond)		linear foot	$ 0.91		$ -
	Plots (Color on Bond)		linear foot	$ 1.75		$ -
	Plots (Color on Photgraphic Paper)		linear foot	$ 2.72		$ -
	Reproduction of CD/DVD		each	$ 5.00		$ -
	Additional Testing	**Test Method**	**Unit**			
196	Pressure Slake	Tex-431-A	each		2	$ -
197	Freeze Thaw	Tex-432-A	each		2	$ -
198	Determining Crushed Face Particle Count	Tex-460-A	each	$ 91.00	2	$ 182.00
199	Determining Flakiness Index	Tex-224-F	each	$ 90.00	2	$ 180.00
200	White Rock Count	Tex-220-F	each		2	$ -
201	Voids in Mineral Aggregates (VMA)	Tex-204-F	each	$ 2,250.00	48	$ 108,000.00
202	Acid Insoluble Residue for Fine Aggregates	Tex-612-J	each	$ 187.00	3	$ 561.00
					TOTAL TESTING:	**$ 405,501.00**

ATTACHMENT E

FEE SCHEDULE

TEST NO.	CMT Firm:TERRACON CONSULTANTS Date: 09/13/2021			2020-23					
	Geotechnical Services		**Unit**	**20210830 FINAL RATES**					**COMMENTS**
1	Mobilization/Demobilization		each	$ 458.50					$6/mile for anything < 67 miles per trip or $400 > 67 miles
	Drilling, Logging, &Recovering Samples (**With** TCP)		per mile	$ 6.00					
2A	1. Depth ≤ 50 feet		Tex-132-E (every 5 feet)	$ 35.17					
2B	2. Depth ≥ 50 feet		linear foot	$ 37.36					
	Drilling, Logging, &Recovering Samples (**Without** TCP)								
3A	1. Depth ≤ 50 feet ( )		linear foot	$ 30.61					
3B	2. Depth ≥ 50 feet ( )		linear foot	$ 32.57					
4	Rock Coring (Soft Rock) [2]		linear foot	$ 17.52					
5	Rock Coring (Hard Rock) [2]		linear foot	$ 21.28					
6	Staking Borings and Utility Locations		hour	$ 121.67					
	Standby Time (sampling)		hour	$ 297.74					
7A	1. Hot Mix Asphalt (minumum of one hour)		each	$ 117.05					
7B	2. Concrete (minumum of one hour)		each	$ 171.98					
8	Piezometer - 2 inch (including well completion and installation)		linear foot	$ 48.36					
9	Grouting of Borings		linear foot	$ 6.86					
10	Traffic Control - Major		day	$ 1,957.92					
	Laboratory Test	**Test Method**	**Unit**						
11	Volumetric Shrinkage	ASTM D427	each	$ 105.24					
12	Standard Poor Test	ASTM D698	each	$ 205.74					
13	Modified Poor Test	ASTM D1557	each	$ 278.52					
14	Standard Penetration Test (SPT)	ASTM D1586	LF	$ 30.04					
15	California Bearing Ratio (Single Sample without MD Curve)	ASTM D1883	test	$ 302.03					
16	Unconfined Compressive Strength (Soil)	ASTM D2166	each	$ 67.44					
17	Hydraulic Conductivity Permeability	ASTM D2434	each	$ 391.33					
18	One Dimensional Consolidation Properties of Soil	ASTM D2435	each	$ 489.34					
19	Unconfined Compressive Strength (Rock)	ASTM D2938	each	$ 89.11					
20	Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	set of 3	$ 679.23					
21	Direct Shear Test of Soils Under Consolidated Drained Conditions, SAND	ASTM D3080	set of 3	$ 576.27					
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	$ 37.69					
25	Calcium Carbonate Content of Soils	ASTM D4373	LF	$ 68.31					
26	Hydraulic Conductivity Permeability	ASTM D4511	each	$ 324.08					
27	One Dimensional Swell, Methods A&B	ASTM D4546	each	$ 249.47					
28	One Dimensional Swell, Method B Only	ASTM D4546	each	$ 324.66					
29	One Dimensional Swell, Method C	ASTM D4546	each	$ 247.52					
30	Permeability of Silt and Clays	ASTM D5084	each	$ 385.64					
31	Suction Test (Filter Method)	ASTM D5298	each	$ 91.51					
32	Casagrande Type Piezometers	N/A	each	$ 337.82					
33	Casagrande Type Piezometers Installation	N/A	each	$ 339.59					
~~34~~	~~Miscellaneous Testing~~	~~N/A~~	~~each~~	$ 188.62					No need for this rate.
35	Vertical Inclinometer	N/A	each	$ 575.22					
36	Vertical Inclinometer Installation	N/A	each	$ 917.26					
37	Vibrating Wire Piezometer	N/A	each	$ 960.25					
38	Vibrating Wire Piezometer Installation	N/A	each	$ 995.10					
39	Soil Boring with SPT	ASTM D1586	LF	$ 33.48					
	Laboratory Test	**Test Method**							
	Soils & Base Testing								
40	Sampling	Tex-400-A	hour	$ 66.15					
41	Sample Preparation	Tex-101-E	each	$ 67.65					
42	Determining Slaking Time	Tex-102-E	each	$ 72.20					
43	Moisture Content	Tex-103-E	each	$ 15.44					
44	Atterburg Limits	Tex-104,105&106-E	Set of 3	$ 93.10					
45	Linear Bar Shrinkage (per bar)	Tex-107-E	each	$ 69.04					
46	Determining the Specific Gravity of Soils	Tex-108-E	each	$ 80.67					
47	Sieve Analysis	Tex-110-E, Part I	each	$ 83.14					
48	Sieve Analysis (Hydrometer with Tex-108-E)	Tex-110-E, Part II	each	$ 94.61					
49	Hydrometer with Tex-108-E (in conjunctin with Tex-110-E, Part II)	Tex-108-E	each	$ 65.69					
50	Percent Passing No. 200 Sieve	Tex-111-E	each	$ 66.42					
51	Determining the Amount of Material in Solis Finer than the 75 mi	Tex-111-E	each	$ 63.71					
52	Admixing Lime to Reduce Plasticity Index of Soils	Tex-112-E	each	$ 145.84					
53	Moisture-Density Relationship	Tex-113-E	each	$ 274.07					
54	Moisture-Density Relationship	Tex-114-E	each	$ 259.06					
55	Field Density Measurements	Tex-115-E	hour	$ 61.22					
56	Wet Ball Mill Test	Tex-116-E	each	$ 260.00					
57	Texas Triaxial Compression [6]	Tex-117-E, Part I	each	$ 793.37					
58	Texas Triaxial Compression [6]	Tex-117-E, Part II	each	$ 1,451.89					
59	Quality Assurance (QA) Series for Flexible Base [7] [8]	See Foot Notes	each	$ 2,178.60					
60	Soil- Cement Testing [7]	Tex-120-E, Part II	each	$ 439.45					
61	Soil- Lime Testing [7]	Tex-121-E, Part II	each	$ 430.11					
61.1	Soil-Lime Testing Determining Stabilization Ability of Lime by Soil pH	Tex-121-E, Part III	each	$ 395.15					
62	Determining the Drainage Factor of Soil Materials (Not Field Test)	Tex-123-E ++	each	$ 332.34					
63	Determining Modulus of Sub-grade Recaction (K Value) (Not Field Test)	Tex-125-E ++	each	$ 139.15					
64	Molding, Testing, and Evaluation Bituminous Black Base Materials	Tex-126-E ++	each	$ 1,360.40					
65	Lime-Fly Ash Compression [7]	Tex-127-E	each	$ 719.39					
66	Soil pH	Tex-128-E	each	$ 53.94					
67	Resistivity of Soils	Tex-129-E	each	$ 118.20					
68	Slurry Testing	Tex-130-E	each	$ 109.14					
69	Texas Cone Penetration	Tex-132-E	each	$ 41.79					
70	Freezing and Thawing Tests oc Compacted Soil-Cement Mixture	Tex-135-E	each	$ 360.26					
71	Thickness of Pavement Layers (4 hour minimum)	Tex-140-E	hour	$ 107.04					
72	Manual Procedure for Description and Identification of Soils	Tex-141-E	each	$ 51.18					
73	Laboratory Classification os Soils for Engineering Purposes	Tex-142-E	each	$ 65.75					
74	Sulfate Content in Soils	Tex-145-E	each	$ 91.91					
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-148-E	each	$ 231.70					
76	Determining Cholride and Sulfate Contents in Soils	Tex-620-J	each	$ 88.16					
77	Free Swell Test	EM1110-2-1906	each	$ 192.31					
78	Pressure Swell Test	EM1110-2-1906	each	$ 292.08					
79	One-Dimensional Swell	ASTM D4546	each	$ 277.26					
80	One-Dimensional Swell (Method B Only)	ASTM D4546	each	$ 259.35					
81	Potential Vertical Rise Calculation	Tex-124-E	each	$ 85.14					
82	Volumetric Shrinkage	ASTM D4943	each	$ 111.43					
~~83~~	~~Volumetric Shrinkage~~	~~ASTM D427~~	~~each~~	$ 81.35					Repeated on Line 11
84	Unconfined Compression Test (Soil)	ASTM D2166	each	$ 66.79					
85	Unconfined Compression Test (Rock)	ASTM D2938	each	$ 97.80					
86	Unconfined Compression Test (Rock) (Method D)	ASTM D7012	each	$ 72.17					
	Unconsolidated Undrained (UU) Triaxial Compression Test								
87	1. Set of Three	Tex-118-E	set	$ 312.36					
88	2. Multistage	Tex-118-E	each	$ 286.21					
	Consolidated Undrained (CU) Triaxial Compression Test								
89	1. Set of Three	Tex-131-E or ASTM D4767	set	$ 1,484.08					
90	2. Multistage	Tex-131-E or ASTM D4767	each	$ 1,286.81					
	Consolidated Drained (CD) Triaxial Compression Test								
91	1. Set of Three	Tex-131-E or ASTM D4767	set	$ 1,128.69					
92	2. Multistage	Tex-131-E or ASTM D4767	each	$ 1,030.76					
93	Direct Shear Consolidated Drained (CD), sand	ASTM D3080	set of 3	$ 658.05					
94	Direct Shear Consolidated Drained (CD), clay	ASTM D3080	set of 3	$ 834.92					
95	One-Dimensional Consolidation Test (7 load increments)	ASTM D2435	each	$ 597.14					

96	Resilient Modulus (fine-grained soils)	AASHTO T307	each	$ 1,141.53				
	Hot Mix Asphalt Testing							
97	Sieve Analysis of Fine and Coarse Aggregates	Tex-200-F	each	$ 94.54				
98	Bulk Specific Gravity and Water Absorption of Aggregates	Tex-201-F	each	$ 91.88				
99	Apparent Specific Gravity of Material Finer Than 180 µm (No. 80) Sieve	Tex-202-F	each	$ 64.35				
100	Sand Equivalent Test	Tex-203-F	each	$ 95.22				
101	Labortory Method of Mixing Bituminous Mixtures	Tex-205-F	Set of 3	$ 163.82				
102	Compacting Specimens Using the Texas Gyratory Compactor (TG	Tex-206-F	Set of 3	$ 113.04				
103	Determining Bulk Specific Gravity of Compacted Bituminuous Mixtures	Tex-207-F (I)	each	$ 42.46				
104	Determining In-Place Density of Compacted Bituminuous Mixtures (Nuclear Method)	Tex-207-F (III)	each	$ 39.73				
105	Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (IV)	each	$ 88.69				
106	Segregation Profile	Tex-207-F (V)	each	$ 194.17				
107	Joint Density	Tex-207-F (VII)	each	$ 194.17				
108	Test of Stabilometer Value of Bituminous Mixtures	Tex-208-F	set of 3	$ 157.05				
109	Determining Asphalt Content of Bituminous Mixtures by Extraction	Tex-210-F	each	$ 182.13				
110	Recovery of Asphalt from Bituminou Mixtures by the Abson Pro	Tex-211-F	each	$ 289.11				
111	Determining Moisture Content of Bituminous Mixtures	Tex-212-F	each	$ 54.03				
112	Determining Hydrocarbon-Volatile Content of Bituminous Mixture	Tex-213-F	each	$ 131.76				
113	Determining Deleterious Material and Decantation Test for Coarse Aggregates	Tex-217-F	each	$ 99.09				
114	Indirect Tensile Strength Test	Tex-226-F	each	$ 495.02				
115	Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	each	$ 105.31				
116	Determining Asphalt Content of Bituminous Mixtures by the Nuclear	Tex-228-F	each	$ 103.18				
117	Combined HMAC Cold-Belt Sampling and Testing Procedure	Tex-229-F	each	$ 79.85				
118	Determining Draindown Characteristics in Bituminous Mixtures	Tex-235-F	each	$ 69.93				
119	Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex-236-F	each	$ 162.20				
120	Asphalt Release Agents	Tex-239-F	each	$ 86.83				
121	Superpave Gyratory Compacting of Test Specimens of Bituminous	Tex-241-F	each	$ 158.11				
122	Hamburg Wheel Tracker	Tex-242-F	each	$ 451.77				
123	Tack Coat Adhesion	Tex-243-F	each	$ 135.65				
124	Thremal Profile	Tex-244-F	each	$ 159.17				
125	Cantabro Loss	Tex-245-F	each	$ 219.67				
126	Permeability or Water Flow of Hot Mix Asphalt	Tex-246-F	each	$ 81.80				
127	Overlay Test	Tex-248-F	set of 3	$ 762.22				
128	Flat and Elongated Particles	Tex-280-F	each	$ 77.36				
129	Sampling Bituminous Materials, Pre-Molded Joint Fillers, and Joint	Tex-500-C	each	$ 82.52				
130	Asphalt Binder Water in Petroleum	Tex-501-C AASHTO T55	each	$ 120.50				
131	Penetration of Bituminous Materials	Tex-502-C AASHTO T49	each	$ 130.82				
132	Ductility of Asphalt Materials	Tex-503-C AASHTO T51	each	$ 139.55				
133	Flash and Fire Points by Cleveland Open Cup	Tex-504-C AASHTO T48	each	$ 70.56				
134	Softening Point of Bitumen (Riing and Ball Apparatus	Tex-505-C AASHTO T53	each	$ 120.27				
135	Solubility of Bituminous Materials	Tex-507-C AASHTO T44	each	$ 140.33				
136	Specific Gravity	Tex-508-C AASHTO T228	each	$ 94.34				
137	Spot Test of Asphaltic Materials	Tex-509-C AASHTO T102	each	$ 197.57				
138	Effect of Heat and Air on Asphalt Materials (Thin-Film Oven Test)	Tex-510-C AASHTO t179	each	$ 148.60				
139	Flash Point with Tag Open-Cup Apparatus for Use with Material H	Tex-512-C AASHTO T79	each	$ 108.75				
140	Saybolt Viscosity	Tex-513-C AASHTO T72	each	$ 89.02				
141	Cutback Asphalts - Specific Gravity, API Gravity, or Density of Cutback Asphalts by Hdyrometer Method; Emulsified Asphalts - Weight per Gallon of Emulsified Asphalt	Tex-514-C ASTM D3142 ASTM D244	each	$ 365.94				
142	Distillation of Cutback Asphalt Products	Tex-515-C AASHTO T78	each	$ 205.67				
143	Float Test for Bituminous Materials	Tex-519-C AASHTO T50	each	$ 85.65				
144	Standard Test Method for Emulsified Asphalts	Tex-521-C AASHTO T59	each	$ 238.65				
145	Viscosity of Asphalts by Vacuum Capillary Viscometer	Tex-528-C AASHTO T202	each	$ 46.17				
146	Kinematic Viscosity of Asphalts (Bitumens)	Tex-529-C AASHTO T201	each	$ 89.02				
147	Boil Test (Effect of Water on Paving Mix)	Tex-530/531-C	each	$ 147.94				
148	Field Coring - ACP Thickness	ASTM D3549	each	$ 119.16				
149	Pavement Thickness Determin. (Full Depth)	ASTM D3549	each	$ 147.94				
150	Determining Polymer Additive Percentages in Polymer Modified	Tex-533-C	each	$ 79.42				
151	Calculating Viscosity from Penetration	Tex-535-C	each	$ 87.06				
152	Elastic Recovery of Tensile Deformation Using a Ductilometer	Tex-539-C	each	$ 78.21				
153	Measurement of Polymer Separation on Heating in Modified Asphalat	Tex-540-C	each	$ 123.22				
154	Rolling Thin Film Oven Test for Asphalt Binders	Tex-541-C ASSHTO T240	each	$ 171.74				
155	Flexural Creep Stiffness Using the Bending Beam Rheometer	AASHTO T313	each	$ 253.00				
156	Determining Rheological Properties of Asphalt Binder Using a Dy	AASHTO T315	each	$ 218.06				
157	Determining Breaking Index for Asphalt Emulsions	Tex-542-C	each	$ 251.89				
158	Resilience Test for Sealants and Repair Materials	Tex-547-C	each	$ 305.36				
159	Tensile Strain to Failure	Tex-548-C	each	$ 81.65				
160	Cone Flow Test	Tex-549-C	each	$ 80.95				
161	Flexibility Test for Sealants and Repair Materials	Tex-550-C	each	$ 299.70				
162	Settlement of Sealants and Repair Materials	Tex-551-C	each	$ 115.78				
	Concrete & Aggregate Testing							
163	Sieve Analysis for Conc. Agg	Tex-401-A	each	$ 90.10				
164	Fineness Modulus for Conc. Agg	Tex-402-A	each	$ 37.69				
165	SSD Specific Gravity / Absorption Conc. Agg	Tex-403-A	each	$ 85.63				
166	Unit Weight of Conc. Agg	Tex-404-A	each	$ 58.30				
167	Determining Pecent Voids and Solids in Concrete	Tex-405-A	each	$ 75.94				
168	Decantation for Conc. Agg	Tex-406-A	each	$ 62.34				
169	Organic Impurities for Conc. Agg	Tex-408-A	each	$ 59.16				
170	Free Moisture and Water Absorption in Aggregate for Concrete	Tex-409-A	each	$ 62.94				
171	L.A. Abrasion	Tex-410-A	each	$ 403.12				
172	5 Cycle Magnesium Soundness	Tex-411-A	each	$ 520.48				
173	Deleterious Material for Conc. Agg	Tex-413-A	each	$ 73.27				
174	Air Content of Fresh Concrete by Volumeteric	Tex-414-A	each	$ 33.10				
175	Slump of Fresh Concrete	Tex-415-A	each	$ 29.90				
176	Air Content of Fresh Concrete by Pressure	Tex-416-A	each	$ 32.08				
177	Unit Weight, Yield and Air Content (Gravimetric) of Concrete	Tex-417-A	each	$ 55.25				
178	Comp. Strength of Cyl. Conc. Specimen	Tex-418-A	each	$ 20.43				
179	Measure Temp. of Fresh Conc.	Tex-422-A	each	$ 23.16				
180	Obtaining & Testing Drilled Conc. Cores	Tex-424-A	each	$ 303.62				
181	Absorption and Dry Bulk Specific Gravity of Lightweight Coarse	Tex-433-A	each	$ 105.40				
182	Test Flow of Grout Mixtures (Flow Cone Method)	Tex-437-A	each	$ 102.66				
183	Accelerated Polish Test for Coarse Aggregate	Tex-438-A	each	$ 790.55				
184	Det. Comp. Strength of Grouts	Tex-442-A	each	$ 24.84				
185	Making & Curing Conc. Test Specimen	Tex-447-A	each	$ 22.78				
186	Flexural Strength of Concrete Using Simple Beam Third-Point Load	Tex-448-A	each	$ 48.13				
187	Capping Cyl. Conc. Specimen	Tex-450-A	each	$ 19.40				
188	Degradation of Coarse Aggregate by Micro-Devel Abrasion	Tex-461-A	each	$ 252.89				
189	Uniformity of Concrete	Tex-472-A	each	$ 173.12				
	Additional Testing	**Test Method**	**Unit**					
190	Geogrid Testing	Tex-621-J	each	$ 800.20				
191	Water Quality Testing	Tex-619-J	each	$ 175.47				
192	Lime Testing	Tex-600-J	each	$ 367.59				
193	Operating Inertial Profilers and Evaluating Pavement Profiles	Tex-1001-S	each	$ 1,676.76				
194	Vane Shear Testing	ASTM D2573	each	$ 338.00				
	Miscellaneous Testing	**Test Method**	**Unit**					
195	Structural Field Welding	**NA**	hour	$ 150.00				
	Equipment & Supplies for MT & UT		day	$ 150.00				
	Other Direct Expenses		**Unit**					
	Photocopies B/W (8 1/2" X 11")		each	$ 0.15				
	Photocopies B/W (11" X 17")		each	$ 0.23				
	Photocopies Color (8 1/2" X 11")		each	$ 0.82				
	Photocopies Color (11" X 17")		each	$ 1.41				
	Digital Ortho Plotting		sheet	$ 2.43				
	CADD Plotting		linear foot	$ 1.00				
	Plots (B/W on Bond)		linear foot	$ 0.91				
	Plots (Color on Bond)		linear foot	$ 1.75				
	Plots (Color on Photgraphic Paper)		linear foot	$ 2.72				
	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	**$ 186.90**
Senior Geotechnical Engineer	$ 65.00	$ 210.50	**$ 166.32**
Geotechnical Engineer	$ 62.00	$ 192.20	**$ 136.40**
Project Engineer	$ 56.00	$ 173.60	**$ 133.98**
Engineering Lab Manager	$ 40.00	$ 124.00	**$ 94.71**
Utility Coordinator	$ 38.00	$ 117.80	**$ 110.98**
Senior Project Inspector	$ 38.00	$ 117.80	**$ 99.75**
Project Inspector	$ 30.00	$ 93.00	**$ 73.92**
EIT	$ 40.00	$ 124.00	**$ 88.00**
Engineer Tech / GIS	$ 27.00	$ 83.70	**$ 76.60**
Logger	$ 22.00	$ 68.20	**$ 62.00**
Field Technician (Soils, Aggr, Asph, Conc)	$ 22.00	$ 68.20	**$ 68.20**
CADD Operator	$ 22.00	$ 68.20	**$ 77.50**
Admin/Clerical	$ 22.00	$ 68.20	**$ 61.95**

ATTACHMENT E-1
Final Cost Proposal Form

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

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

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

EXHIBIT F

WORK SCHEDULE

EXHIBIT F

WORK SCHEDULE

HCRMA Construction & Materials Testing Services
TOLL365 (SH 365)

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

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: 01-M07-21-02 Assigned Goal: 6.0% Prime Provider Terracon Consultants, Inc.

Work Authorization (WA)#: 1 WA Amount: **$1,950,258.64** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

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

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

Provider Name: Terracon Consultants, Inc. **Address: 1506 Mid-Cities, Pharr, Texas, 78577** **VID Number:** **PH: & FAX: 956-283-8254** **Email: jorge.flores@terracon.com**	**Name:** Jorge A. Flores, P.G. ***(Please Print)*** **Title:** Client Manager _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-40

APPROVAL OF AWARD OF CONTRACT WITH RABA KISTNER, INC. FOR CONSTRUCTION MATERIAL TESTING SERVICES FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 26th day of October, 2021, by the Board of Directors of the HidalgoCounty 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 the Authority finds it necessary to approve Resolution 2021-40 Approval of Award of Contract by and between the Raba Kistner, Inc., and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services.

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

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

Section 2. The Board hereby approves Award of Contract by and between Raba Kistner, Inc. and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services in the amount of $2,953,477.12, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Professional Service Agreement for Construction Material Testing with Raba Kistner, Inc., as approved by the Board.

*****

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 26th day of October 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

FORREST RAMIREZ

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Main
Professional Service
Agreement with
Raba Kistner, Inc.
For
Construction Material Testing Services

STATE OF TEXAS §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING / DESIGN SERVICES

THIS CONTRACT FOR ENGINEERING SERVICES is made by and between the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter the "Authority") and Raba Kistner, Inc. (herein after the "Engineer"), having its principal business address at 800 East Hackberry McAllen, Texas 78501 for the purpose of contracting for engineering services (hereinafter the "Agreement").

WITNESSETH

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

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

WHEREAS, pursuant to the Procurement and the Authority Board of Director's (the Board's) ranking of respondents thereto, the Board finds it to be in the best interest of the Authority to engage the Engineer to provide verification sampling and testing services as required by the 2019 TxDOT Guide Schedule of Sampling & Testing for Design Bid-Build Projects and adopted Quality Assurance Program (QAP) to assure that materials and workmanship incorporated into highway construction projects are in reasonable conformity with the requirements of the approved plans and specifications, including any approved changes as required for the development of the Project, as approved by the Authority to wit: the **{ PROVIDE CONSTRUCTION MATERIALS TESTING TO ASSURE THE MATERIALS INCORPORATED INTO 6.38 MILES OF SEGMENT 2 [FROM ANZALDUAS HIGHWAY EAST TO MCCOLL ROAD] ON PHASE II OF 365 TOLL HIGHWAY CONSTRUCTION PROJECT ARE SUBJECT TO VERIFICATION SAMPLING AND TESTING WHEN REQUIRED AND MEET PROJECT PLANS AND SPECIFICATIONS; ANDADMINISTERING QUALITY MONITORING AND QUALITY ASSURANCE PROGRAM.**

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

AGREEMENT

ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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

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

ARTICLE II
AGREEMENT PERIOD

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 13, 2025 unless the Agreement period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Section 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Section 14, Termination. Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

ARTICLE III
COMPENSATION

3.1 Maximum Amount Payable. The maximum amount payable under this contract is $2,953,477.12 unless modified (1) modified written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements or (2) modified through a work authorization as set forth in Article V, provided that such work authorizations is adopted by Board action.

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

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

3.4 **Engineer Payment of Subproviders**. No later than ten (10) days after receiving payment from the Authority, the Engineer shall pay all subproviders for work performed under a subcontract authorized hereunder. The Authority may withhold all payments that have or may become due if the Engineer fails to comply with the ten-day payment requirement. The Authority may also suspend the work under this Agreement

or any work authorization until subproviders are paid. This requirement also applies to all lower tier subproviders, and this provision must be incorporated into all subcontracts related to the project.

ARTICLE IV
PAYMENT REQUIREMENTS

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

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

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

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

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

4.6 **Required Reports.**

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

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

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

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

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

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

ARTICLE V
WORK AUTHORIZATIONS

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

ARTICLE VI
SIGNATORY WARRANTY

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

ARTICLE VII
NOTICES

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

Engineer:	**Authority:**
Raba Kistner, Inc. 800 East Hackberry McAllen, Texas 78501 Attn: Katrin M. Leonard, PE, Vice President	Hidalgo County Regional Mobility Authority (HCRMA) 203 W. Newcombe Ave./PO BOX 1766 Pharr, Texas 78577 Attn: Pilar Rodriguez, P.E., Executive Director

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

ARTICLE VIII

INCORPORATION OF PROVISIONS

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

SIGNATORIES

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

AUTHORITY	**ENGINEER**
By: _____	By: _____
Name: Pilar Rodriguez	Name: Gabriel Ornelas, Jr., PE, PMP
Title: Executive Director	Title: Sr. Vice President & COO
Hidalgo County Regional Mobility Authority	Raba Kistner, Inc.
Date: _____	Date: _____

:

LIST OF ATTACHMENTS TO AGREEMENT
FOR ENGINEERING SERVICES
INCORPORATED INTO THE AGREEMENT BY REFERENCE

Attachments	Title
A	General Provisions
B	Services to Be Provided by the Authority
C	Services to Be Provided by the Engineer
D	Work Authorization Forms
D-1	Work Authorization Form for Agreement for Engineering Services
D-2	Supplemental Work Authorization Form
E	Fee Schedule
E-1	Final Cost Proposal Form
E-2	Rate Sheets
E-3	Maximum Amount Payable
F	Work Schedule
G	Contract Deliverables/Computer Graphics Files for Document and Information Exchange, if applicable
H	DBE Participation
H-MOU	Memorandum of Understanding
H-Instructions	Instructions As per 49CFR 26.21
H-FG	Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts – See Attachment H Instructions
H–FN	Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts – See Attachment H Instructions
H–SG	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – County of Texas HUB. Subcontracting plan required – See Attachment H Instructions
H–SN	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – No County of Texas HUB
H–1	Subprovider Monitoring System Commitment Worksheet
H–2	Subprovider Monitoring System Commitment Agreement
H–3	Monthly Progress Assessment Report
H-4	Subprovider Monitoring System Final Report
H-5	Federal Subproviders and Supplier Information
H-6	HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report
H-7	DBE Certifications
I	Certificate of Insurance
J	Conflicts of Certification
K	Debarment Certification
L	2019 Quality Assurance Program for Design Bid Build Projects
M	2019 Guide Schedule of Sampling & Testing for Design Bid-Build Projects

ATTACHMENT A
GENERAL PROVISIONS

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ATTACHMENT A
GENERAL PROVISIONS

SECTION 1. WORK AUTHORIZATIONS

A. Use. The Engineer shall not begin any work until the Authority and the Engineer have signed a work authorization. Costs incurred by the Engineer before or after the completion date specified in the work authorization are not eligible for reimbursement. All work must be completed on or before the completion date specified in the work authorization, and no work authorization completion date shall extend beyond the Agreement period set forth in Article II of the Agreement (Agreement Period).

B. Contents. Each work authorization will include: (1) types of services to be performed; (2) a period of performance with a beginning and ending date; (3) a full description of the work to be performed; (4) a work schedule with milestones; (5) a cost not to exceed amount, (6) the basis of payment whether cost plus fixed fee, unit cost, lump sum, or specified rate; and (7) a work authorization budget calculated using fees set forth in Attachment E, Fee Schedule. The Engineer is not to include additional Agreement terms and conditions in the work authorization. In the event of any conflicting terms and conditions between the work authorization and the Agreement, the terms and conditions of the Agreement shall prevail and govern the work and costs incurred.

C. Work Authorization Budget. A work authorization budget shall set forth in detail (1) the computation of the estimated cost of the work as described in the work authorization, (2) the estimated time (hours/days) required to complete the work at the hourly rates established in Attachment E, Fee Schedule; (3) a work plan that includes a list of the work to be performed, (4) a stated maximum number of calendar days to complete the work, and (5) a cost-not-to-exceed-amount or unit or lump sum cost and the total cost or price of the work authorization. The Authority will not pay items of cost that are not included in or rates that exceed those approved in Attachment E.

D. No Guaranteed Work. Work authorizations are issued at the discretion of the Authority. While it is the Authority's intent to issue work authorizations hereunder, the Engineer shall have no cause of action conditioned upon the lack or number of work authorizations issued.

E. Incorporation into Agreement. Each work authorization shall be signed by both parties and become a part of this Agreement. No work authorization will waive the Authority's or the Engineer's responsibilities and obligations established in this Agreement. The Engineer shall promptly notify the Authority of any event that will affect the schedule or completion of the work authorization.

F. Supplemental Work Authorizations. Before additional work may be performed or additional costsincurred, a change in a work authorization shall be enacted by a written supplemental work authorization in the form identified and attached hereto as Attachment D. Both parties must execute a supplemental work authorization within the period of performance specified in the work authorization. The Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with the performance or prior to the execution of the work authorization. The Engineer shallallow adequate time for review and approval of the supplemental work authorization by the Authority prior to expiration of the work authorization. Any supplemental work authorization must be executed by both parties within the time period established in Article II of the Agreement, (Agreement Period). Under no circumstances will a work authorization be allowed to extend beyond the Agreement's expiration date, unless a supplemental to the Agreement is approved by both parties extending the Agreement date.

F-1. More Time Needed. If the Engineer determines or reasonably anticipates that the work authorized in a work authorization cannot be completed before the specified completion date, the Engineer shall promptly notify the Authority. The Authority may, at its sole discretion, extend the work authorization period by execution of a supplemental to the work authorization, using the form attached hereto as Attachment D.

F-2. Changes in Scope. Changes that would modify the scope of the work authorized in a work authorization must be enacted by a written supplemental to the appropriate work authorization. The Engineer must allow adequate time for the Authority to review and approve any request for a time extension prior to expiration of the work authorization. If the change in scope affects the amount payable under the work authorization, the Engineer shall prepare a revised work authorization budget for the Authority's approval.

G. New Work Authorization. If the Engineer does not complete the services authorized in a work authorization before the specified completion date and has not requested a supplemental to the appropriate workauthorization, the work authorization shall terminate on the completion date. At the sole discretion of the Authority, it may issue a new work authorization to the Engineer for the incomplete work using the unexpendedbalance of the preceding work authorization for the project. If approved by the Authority, the Engineer may calculate any additional cost for the incomplete work using the rates set forth in the preceding work authorization and in accordance with Attachment E, Fee Schedule.

H. Emergency Work Authorizations. The Authority, at its sole discretion, may accept the Engineer's signature on a faxed copy of the work authorization as satisfying the requirements for executing the work authorization, provided that the signed original is received by the Authority within five (5) business days from the date on the faxed copy.

I. Deliverables. Upon satisfactory completion of the work authorization, the Engineer shall submit the deliverables as specified in the executed work authorization to the Authority for review and acceptance.

J. Performance Standards. Unless authorized by the Authority and the Texas Department of Transportation, if applicable, work performed under this Agreement shall be developed in accordance with the latest version of the Texas Department of Transportation's manuals.

SECTION 2. PROGRESS

A. Progress meetings. The Engineer shall from time to time during the progress of the work confer with the Authority. The Engineer shall prepare and present such information as may be pertinent and necessary or as may be requested by the Authority in order to evaluate features of the work.

B. Conferences. At the request of the Authority or the Engineer, conferences shall be provided at the Engineer's office, the office of the Authority, or at other locations designated by the Authority. These conferences shall also include evaluation of the Engineer's services and work when requested by the Authority.

C. Inspections. If federal funds are used to reimburse costs incurred under this Agreement, the work and all reimbursements will be subject to periodic review by the Texas Department of Transportation and the U. S. Department of Transportation.

D. Reports. The Engineer shall promptly advise the Authority in writing of events that have a significant impact upon the progress of a work authorization, including:

1. Problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by Authority judgment of the action taken or contemplated, and any or federal assistance needed to resolve the situation; and
2. Favorable developments or events which enable meeting the work schedule goals sooner than anticipated.

E. Corrective Action. Should the Authority determine that the progress of work does not satisfy the milestone schedule set forth in a work authorization, the Authority shall review the work schedule with the Engineer to determine the nature of corrective action needed.

SECTION 3. SUSPENSION OF WORK AUTHORIZATION

A. Notice. Should the Authority desire to suspend a work authorization but not terminate the Agreement, the Authority may verbally notify the Engineer followed by written confirmation, giving ten (10) day notice. Both parties may waive the ten-day notice in writing.

B. Reinstatement. A work authorization may be reinstated and resumed in full force and effect within sixty (60) business days of receipt of written notice from the Authority to resume the work. Both parties may waive the sixty-day notice in writing.

C. Agreement Period Not Affected. If the Authority suspends a work authorization, the Agreement period as determined in Article II of the Agreement (Agreement Period) is not affected and the Agreement and the work authorization will terminate on the date specified unless the Agreement or work authorization is amended to authorize additional time.

D. Limitation of Liability. The Authority shall have no liability for work performed or costs incurred prior to the date authorized by the Authority to begin work, during periods when work is suspended, or after the completion date of the Agreement or work authorization.

SECTION 4. ADDITIONAL WORK

A. Notice. If the Engineer is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, it shall promptly notify the Authority in writing, presenting the facts of the work authorization and showing how the work authorization constitutes additional work.

B. Supplemental Agreement. If the Authority finds that the work does constitute additional work, the Authority shall so advise the Engineer and a written supplemental agreement will be executed as provided in Attachment A, General Provisions, Section 6, Supplemental Agreements.

C. Limitation of Liability. The Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with or prior to the execution of a supplemental agreement.

SECTION 5. CHANGES IN WORK

A. Work Previously Submitted as Satisfactory. If the Engineer has submitted work in accordance with the terms of this Agreement but the Authority requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Agreement, the Engineer shall make such revisions as requested and as directed by the Authority. This will be considered as additional work and paid for as specified under Attachment A, General Provisions, Section 4, Additional Work.

B. Work Does Not Comply with the Agreement. If the Engineer submits work that does not comply with the terms of this Agreement, the Authority shall instruct the Engineer to make such revision as is necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

C. Errors/Omissions. The Engineer shall make revisions to the work authorized in this Agreement which are necessary to correct errors or omissions appearing therein, when required to do so by the Authority. No additional compensation shall be paid for this work.

SECTION 6. SUPPLEMENTAL AGREEMENTS

A. Need. The terms of this Agreement may be modified if the Authority determines that there has been a significant increase or decrease in the duration, scope, cost, complexity or character of the services to be performed. A supplemental agreement will be executed to authorize such significant increases or decreases.

B. Compensation. Additional compensation, if appropriate, shall be calculated as set forth in Article III of the Agreement (Compensation). Significant changes affecting the cost or maximum amount payable shall be defined to include but not be limited to new work not previously authorized or previously authorized services that will not be performed. The parties may reevaluate and renegotiate costs at this time.

C. When to Execute. Both parties must execute a supplemental agreement within the Agreement period specified in Article II of this Agreement (Agreement Period).

SECTION 7. OWNERSHIP OF DATA

A. Work for Hire. All services provided under this Agreement are considered work for hire and as such all data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this Agreement are the property of the Authority.

B. Disposition of Documents. All documents prepared by the Engineer and all documents furnished to the Engineer by the Authority shall be delivered to the Authority upon request by the Authority. The Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished the Authority under this Agreement, but further use of the data is subject to permission by the Authority.

C. Release of Data. The Engineer (1) will not release any documentation created or collected under this Agreement except to its subproviders as necessary to complete this Agreement; (2) shall include a provision in all subcontracts which acknowledges the Authority's ownership of the documents and prohibits its use for any use other than the project identified in this Agreement; and (3) is responsible for any improper use of the documents by its employees, officers, or subproviders, including costs, damages, or other liability resulting from improper use. Neither the Engineer nor any subprovider may charge a fee for the portion of the design plan created by the Authority.

D. Maintenance of Data. The Engineer and any subconsultant, subcontractor or vendor shall keep and maintain all Data and all other material relating to this Agreement and related projects, and shall make all such material available at any reasonable time during the term of the work on the Agreement and related projects andfor five (5) years from the date of final payment to the Engineer for auditing, inspection, and copying upon the Authority's request or, if federal dollars are applied to the Agreement, upon request by the federal government.

SECTION 8. PUBLIC INFORMATION AND CONFIDENTIALITY

A. Public Information. The Authority will comply with Government Code, Chapter 552, the Public Information Act, and 43 Texas Administrative Code §3.10 et seq. in the release of information produced under this Agreement.

B. Confidentiality. The Engineer shall not disclose information obtained from the Authority under this Agreement without the express written consent of the Authority.

SECTION 9. PERSONNEL, EQUIPMENT AND MATERIAL

A. This Agreement is not intended to constitute, create, give up, or otherwise recognize a joint venture agreement or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

B. Engineer Resources. The Engineer shall furnish and maintain quarters for the performance of all services, in addition to providing adequate and sufficient personnel and equipment to perform the services required underthis Agreement. The Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this Agreement, or it will be able to obtain such personnel from sources other than the Authority.

C. Removal of Contractor Employee. All employees of the Engineer assigned to this Agreement shall have such knowledge and experience as will enable them to perform the duties assigned to them. The Authority may instruct the Engineer to remove any employee from association with work authorized in this Agreement if, in the sole opinion of the Authority, the work of that employee does not comply with the terms of this Agreement or if the conduct of that employee becomes detrimental to the work.

D. Replacement of Key Personnel. The Engineer must notify the Authority in writing as soon as possible, but no later than three business days after a project manager or other key personnel is removed from association with this Agreement, giving the reason for removal.

E. Authority Approval of Replacement Personnel. The Engineer may not replace the project manager or key personnel without prior consent of the Authority. The Authority must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the Authority determines that the new project manager or key personnel is not acceptable, the Engineer may not use that person in that capacity and shall replace him or her with one satisfactory to the Authority within forty-five (45) days.

F. Ownership of Acquired Property. Except to the extent that a specific provision of this Agreement states to the contrary, the Authority shall own all intellectual property acquired or developed under this Agreement and all equipment purchased by the Engineer or its subcontractors under this Agreement. All intellectual property and equipment owned by the Authority shall be delivered to the Authority when this Agreement terminates, or when it is no longer needed for work performed under this Agreement, whichever occurs first.

G. The Engineer shall furnish and maintain, at its own expense, office space for the performance of all services, and adequate and sufficient personnel and equipment to perform the services as required. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them.

H. The Engineer agrees to maintain (in sufficient detail as will properly reflect all work done and results achieved in the performance of this Agreement) tracings, plans, specifications, maps, basic survey notes and sketches, books, records, reports, research notes, charts, graphs, comments, plans, comparisons, computations, analyses, recordings, photographs, computer programs, and documentations thereof, and other graphic or written data or deliverables generated in connection with the work called for in the Agreement; all such information and documentations to be termed "Data" under this Agreement.

I. All Data is the exclusive property of the Authority and shall be furnished to the Authority upon request and shall not be used or released by the Engineer or any other person except with the prior approval of the Authority. All documents prepared by the Engineer and all documents furnished to the Engineer by the Authority shall be delivered to the Authority upon completion of the relevant milestone for payment and/or termination of this Agreement. Provided, however, that none of the documents or materials are intended or represented by Engineer to be suitable for reuse by the Authority, or others on extensions of the project or on any other project. Any reuse of Data without written verification or adaptation by Engineer for use beyond the specific purpose intended will be at Authority's sole risk and without liability or legal exposure to Engineer.

SECTION 10. SUBCONTRACTING

A. Prior Approval. The Engineer shall not assign, subcontract or transfer any portion of professional services related to the work under this Agreement without prior written approval from the Authority.

B. DBE/HUB Compliance. The Engineer's subcontracting program shall comply with the requirements of Attachment H of the Agreement (DBE/HUB Requirements).

C. Required Provisions. All subcontracts for professional services shall include the provisions included in Attachment A, General Provisions, and any provisions required by law. The Engineer is authorized to pay subproviders in accordance with the terms of the subcontract, and the basis of payment may differ from the basis of payment by the Authority to the Engineer.

D. Prior Review. All subcontracts for professional services shall be approved as to form in writing by the Authority and, if applicable, by the Texas Department of Transportation prior to its execution and performance of work thereunder.

E. Engineer Responsibilities. No subcontract relieves the Engineer of any responsibilities under this Agreement.

SECTION 11. INSPECTION OF WORK

A. Review Rights. The Authority and if appropriate, the Texas Department of Transportation, and when federal funds are involved, the U. S. Department of Transportation, and any of their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

B. Reasonable Access. If any review or evaluation is made on the premises of the Engineer or a subprovider, the Engineer shall provide and require its subproviders to provide all reasonable facilities and assistance for the safety and convenience of the Authority and if appropriate the Authority, State, or federal representatives in the performance of their duties.

SECTION 12. SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by the Authority before a final report is issued. The Authority's comments on the Engineer's preliminary report must be addressed in the final report.

SECTION 13. VIOLATION OF AGREEMENT TERMS (BREACH OF AGREEMENT)

A. Violation. Violation of the Agreement terms or breach of this Agreement by the Engineer shall be grounds for termination of the Agreement. Any additional costs to the Authority that arise from the Engineer's default, breach of Agreement, or violation of Agreement terms shall be paid by the Engineer. This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

B. Venue. Venue for disputes related to this Agreement shall be Hidalgo County, Texas.

C. Applicable Laws. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

SECTION 14. TERMINATION

A. Causes. The Agreement may be terminated before the stated completion date by any of the following conditions.

1. By mutual agreement and consent, in writing from both parties.
2. By the Authority by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By the Authority for reasons of its own, not subject to the mutual consent of the Engineer, by giving ten business days notice of termination in writing to the Engineer.
5. By the Authority, if the Engineer violates the provisions of Attachment A, General Provisions Section 21, Gratuities.
6. By satisfactory completion of all services and obligations described herein.

B. Measurement. Should the Authority terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Engineer. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the Authority terminate this Agreement under Paragraph A (4) or (5) above, the Engineer shall not incur costs during the ten-day notice period in excess of the amount incurred during the preceding ten (10) days.

C. Value of Completed Work. If the Engineer defaults in the performance of this Agreement or if the Authority terminates this Agreement for fault on the part of the Engineer, the Authority will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in Attachment E, Fee Schedule) by the Engineer in performing the work to the date of default;

(2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the Authority; (4) the cost to the Authority of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; and (6) other factors which affect the value to the Authority of the work performed.

D. Calculation of Payments. The Authority shall use the fee schedule set forth in Attachment E to the Agreement (Fee Schedule) in determining the value of the work performed up to the time of termination. In the case of partially completed engineering services, eligible costs will be calculated as set forth in Attachment E, Fee Schedule. The sum of the provisional overhead percentage rate for payroll additives and for general and administrative overhead costs during the years in which work was performed shall be used to calculate partial payments.

E. Excusable Delays. Except with respect to defaults of subproviders, the Engineer shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Engineer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

F. Surviving Requirements. The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the Authority and the Engineer under this Agreement, except for those provisions that establish responsibilities that extend beyond the Agreement period.

G. Payment of Additional Costs. If termination of this Agreement is due to the failure of the Engineer to fulfill its Agreement obligations, the Authority may take over the project and prosecute the work to completion, and the Engineer shall be liable to the Authority for any additional cost to the Authority.

SECTION 15. COMPLIANCE WITH LAWS

The Engineer shall comply with all applicable Authority, federal, County and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, the Engineer shall furnish the Authority with satisfactory proof of its compliance therewith.

SECTION 16. INDEMNIFICATION

A. THE ENGINEER SHALL SAVE AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, AND EMPLOYEES, FROM ALL CLAIMS, LIABILITY, ACTION, AND LOSS (INCLUDING DAMAGE OR INJURY INCLUDING DEATH TO PERSONS OR PROPERTY) DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, SUBCONTRACTORS, OR EMPLOYEES PERFORMED UNDER THIS AGREEMENT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT, INCLUDING ANY VIOLATION OF ANY STATUTES, ORDINANCES, BUILDING CODES OR REGULATIONS, OF THE ENGINEER OR OF ANY PERSON EMPLOYED OR ENGAGED BY THE ENGINEER, AND THE DEFENSE OF ANY SUCH CLAIMS, LIABILITY, ACTION, OR LOSS.

B. THE ENGINEER SHALL ALSO SAVE AND HOLD HARMLESS THE AUTHORITY FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, REASONBLE ATTORNEY FEES WHICH MAY BE INCURRED BY THE AUTHORITY OR LIABILITIES WHICH MAY BE IMPOSED ON THE AUTHORITY AS THE RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACT BY THE ENGINEER, ITS AGENTS, ITS SUBCONTRACTORS, OR EMPLOYEES.

SECTION 17. ENGINEER'S RESPONSIBILITY

A. Accuracy. The Engineer shall be responsible for the accuracy and completeness of work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

B. Errors and Omissions. The Engineer's responsibility for all questions arising from design errors and/or omissions will be determined by the Authority and all decisions shall be in accordance with the Authority's "Errors or Omissions Policy". The Engineer will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

C. Seal. The responsible Engineer shall sign, seal and date all appropriate engineering submissions to the Authority in accordance with the Texas Engineering Practice Act and the rules of the Texas Board of Professional Engineers.

D. Resealing of Documents. Once the work has been sealed and accepted by the Authority, the Authority, as the owner, will notify the party to this Agreement, in writing, of the possibility that a Authority engineer, as a second engineer, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second engineer will affix his seal to any work altered, completed, corrected, revised or added. The second engineer will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original engineer's design.

SECTION 18. NONCOLLUSION

A. Warranty. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer and those consultants, subconsultants, and providers identified in the presentation to the Authority's Board, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

B. Liability. For breach or violation of this warranty, the Authority shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION 19. INSURANCE

A. Insurance Liability Limits. The Engineer shall obtain and maintain insurance limits of liability for each of the types of insurance coverage identified as follows:

1. Workers' Compensation, endorsed with a waiver of subrogation in favor of the Authority in the amount of statutory obligations imposed under the Texas Workers' Compensation Law.

2. Commercial General Liability, endorsed with the Authority as an additional insured and endorsed with a waiver of subrogation in favor of the Authority to the extent of the liabilities assumed by Engineer under **Attachment A, Section 17** of this Agreement, in limits of liability of one million dollars ($1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
3. Professional Liability in limits of two million dollars ($2,000,000) each claim and in the aggregate.

The coverage and amounts designated herein are minimum requirements and do not establish limits of the Engineer's liability. Additional coverage may be provided at the Engineer's option and expense.

The issuer of any policy must have a rating of at least B+ and a financial size of Class VI or better according to the latest *Best's* rating.

B. Insurance Liability Limits. The Engineer shall furnish proof of insurance by means of a completed Attachment I – Certificate of Insurance - Hidalgo County Regional Mobility Authority, attached hereto and made a part thereof with the Project Name and the Engineer's name stated thereon, to be submitted prior to the beginning of the Project. The Engineer will be considered in breach of this Agreement should the Engineer fail to maintain the required insurance coverage during the term of this Agreement. The termination of this Agreement resulting from failure to maintain the required insurance will be carried out in accordance with the termination provisions herein.

C. Engineer's Risk. The services to be provided under this Agreement will be performed entirely at Engineer's risk and Engineer assumes all responsibility for the condition of vehicles or other instrumentalities used in the performance of this Agreement.

D. Work on Texas Department of Transportation Property. To the extent that the Texas Department of Transportation or this Agreement authorizes the Engineer or its subconsultants to perform any work on Texas Department of Transportation right of way, before beginning work the entity performing the work shall provide the Authority and the Texas Department of Transportation with a fully executed copy of the Department's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on Department right of way. This coverage shall be maintained until all work on the Department right of way is complete. If coverage is not maintained, all work on Department right of way shall cease immediately, and, the Authority may recover damages and all costs of completing the work.

SECTION 20. GRATUITIES

Employees of the Authority shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the Authority under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Authority. Any person doing business with or who may reasonably speaking do business with the Authority under this Agreement may not make any offer of benefits, gifts or favors to departmental employees, except as mentioned herein above. Failure on the part of the Engineer to adhere to this policy may result in the termination of this Agreement.

SECTION 21. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS

The Engineer agrees to comply with the requirements set forth in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Subcontracting Plan Requirements with an assigned goal or a zero goal, as determined by the Authority. The Engineer will adhere to the commitment and to participation by certain Disadvantaged Business Enterprises (DBE) agreed to by the Authority during negotiations. Refer to Attachment H-7 for copies of DBE Certifications.

SECTION 22. MAINTENANCE, RETENTION AND AUDIT OF RECORDS

A. Retention Period. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and services provided (hereinafter called the Records). The Engineer shall make the records available at its office during the Agreement period and for five (5) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. The Authority or any of its duly authorized representatives and, if appropriate, the Texas Department of Transportation, the Federal Highway Administration, the United States, Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Engineer's Records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

SECTION 23. CIVIL RIGHTS COMPLIANCE

(1) Compliance with Regulations: The Engineer shall comply with the regulations of the Department of Transportation, Title 49, Code of Federal Regulations, Parts 21, 24, 26 and 60 as they relate to nondiscrimination; 23 CFR 710.405(B); also Executive Order 11246 titled Equal Employment Opportunity as amended by Executive Order 11375.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible."

(2) Nondiscrimination: The Engineer, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a

subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

(4) Information and Reports: The Engineer shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Engineer's noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such Agreement sanctions as the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Engineer under this Agreement until the Engineer complies and/or
(b) cancellation, termination, or suspension of this Agreement, in whole or in part.

(6) Incorporation of Provisions: The Engineer shall include the provisions of paragraphs (1) through (5) above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Authority and; if appropriate, the Texas Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Authority; or, if appropriate, the Texas Department of Transportation to enter into such litigation to protect the interests of the Authority; and, in addition, the Engineer, if appropriate, may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 24. PATENT RIGHTS

The Authority; and if appropriate, the Texas Department of Transportation; and the U. S. Department of Transportation shall have the royalty free, non-exclusive, and irrevocable right to use and to authorize others to use any patents developed by the Engineer under this Agreement.

SECTION 25. COMPUTER GRAPHICS FILES

The Engineer agrees to comply with Attachment G, Computer Graphics Files for Document and Information Exchange, if determined by the Authority to be applicable to this Agreement.

SECTION 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Engineer certifies that the individual or business entity named in this Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Engineer is liable to the Authority for attorney's fees, the cost necessary to complete this Agreement, including the cost of advertising and awarding a second

Agreement, and any other damages provided by law or this Agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

SECTION 27. DISPUTES

A. Disputes Not Related to Agreement Services. The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the services authorized herein.

B. Disputes Concerning Work or Cost. Any dispute concerning the work hereunder or additional costs, or any non-procurement issues shall be settled by mediation and if mediation is unsuccessful then parties go totrial under Texas State law.

SECTION 28. SUCCESSORS AND ASSIGNS

The Engineer and the Authority do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. The Engineer shall not assign, subcontract or transfer its interest in this Agreement without the prior written consent of the Authority.

SECTION 29. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 30. PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto for the services authorized herein and supersedes any prior understandings or written or oral Agreements between the parties respecting the subject matter defined herein.

SECTION 31. CONFLICT OF INTEREST

A. Representation by Engineer. The undersigned represents that its firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the Authority or which in any way conflicts with the interests of the Authority. The firm shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Authority's interests.

B. Certification Status. The Engineer certifies that it is not:

1. a person required to register as a lobbyist under Chapter 305, Government Code; or
2. a public relations firm other than the firms identified in the presentation to the RMA Board.

C. Environmental Disclosure. If the Engineer will prepare an environmental impact statement or an environmental assessment under this Agreement, the Engineer certifies by executing this Agreement that it has no financial or other interest in the outcome of the project on which the environmental impact statement or

environmental assessment is prepared.

SECTION 32. OFFICE OF MANAGEMENT AND BUDGET (OMB) AUDIT REQUIREMENTS

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

SECTION 33. CERTIFICATIONS

A. The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive Federal funds and, when requested by the Authority, to furnish a copy of the certification.

B. In accordance with Department of Transportation, Title 49, Code of Federal Regulations, Part 29 and by signature on this Agreement and the Debarment Certification attached hereto as Attachment K, the Engineer certifies its compliance and the compliance of any subconsultants or subcontractors present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving federal, state or Authority funds:

(1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
(2) does not have a proposed debarment pending;
(3) has not been suspended debarred, voluntarily excluded, or determined ineligible by an federal agency within the past three (3) years; and
(4) has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years asspecified by Title 49, Code of Federal Regulations, paragraph 29.305(a).

C. The Engineer agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code as codified in Title 48, Federal Acquisition Regulations, Subpart 3.8 and subpart 52.203.11, prohibiting federal funds from being expended by a recipient or lower-tier subrecipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract or cooperative agreement. If federal funds are applied to the services under this Agreement, the Engineer and any subconsultants or subcontractors would be required to complete the Certification of Federal Contracts and, if necessary, the Disclosure of Lobbying Activities.

D. If the Project is a federal aid project, Engineer is required to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), which prohibit the use under non-exempt federal contract, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the USEPA Assistant Administrator of Enforcement.

E. If the value of this Agreement is anticipated to be at least $100,000 and Engineer (i) has at least ten (10) full time employees; and (ii) is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, then Engineer hereby verifies that Engineer:

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association (as defined in Section 2274.001(3), Texas Government Code);
(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association (as defined in Section 2274.001(3), Texas Government Code);
(3) does not boycott energy companies (as defined in Section 809.001, Texas Government Code);
(4) will not boycott energy companies (as defined in Section 809.001, Texas Government Code) during the term of this Agreement;
(5) does not boycott Israel (as defined in Section 808.001, Texas Government Code); and
(6) will not boycott Israel (as defined in Section 808.001, Texas Government Code) during the term of this Agreement

F. Engineer is not engaged in business with Iran, Sudan, or a foreign terrorist organization and Engineer is not on a list prepared and maintained under Sections 806.051, 807.051, or 222.153, Texas Government Code.

ATTACHMENT B
SERVICES TO BE PROVIDE BY THE AUTHORITY

The **AUTHORITY** will provide the following general items.

1. Authorization to begin work with issuance of Notice to Proceed [NTP].
2. Timely payment for work performed by the **Engineer** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and informationfrom other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project:
   A. Electronic copy of project plans.
   B. Electronic copy of contract Proposal and any Addendums per project.
   C. Limited Access to Appia and ProjectWise.
   D. Storm Water Pollution Prevention Plan (SW3P) information.
   F. SW3P Coordination procedures.
   G. Best Practices coordination procedures (Disadvantaged Business Enterprise, (Materials, General Bookkeeping).

5. Review and approve the **Engineer**'s progress schedule with milestone activities and/or deliverables.
6. The **AUTHORITY** will provide the Environmental Document and electronic Constraints map for the project for development of the Environmental Permits, Issues and Commitments (EPIC) sheets and any other compliance issues.

RIGHT-OF-WAY DATA:

The **AUTHORITY** will provide the following:

1. Assist the **Engineer**, as necessary, with coordination of any utility relocations that may be required.
2. Ownership Data
   a. Ownership Information shall be provided for the corridor width.
   b. All utility ownership shall be provided.
3. Utility Adjustments:
   AUTHORITY (TxDOT as necessary) will provide executed utility agreements to the Engineer for all required utility adjustments.
5. Survey and Stake Right-of-Way
6. Right of Entry to all affected properties located within the project limits.
7. Deliverables: Right of way Map in electronic format (PDF)

MANAGEMENT:

The **AUTHORITY** will provide the following:

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

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

APPLICABILITY:

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

ABBREVIATIONS, ABBREVIATIONS, and DEFINITIONS:

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

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
PROJECT DESCRIPTION

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

County/HCRMA: Hidalgo County

CSJ number: 0921-02-368

Project/Description: Provide construction materials testing to assure the materials incorporated into 6.38 miles of Segment 2 [From Anzalduas Highway east to McColl Road] on Phase II of 365 Toll highway construction project are subject to verification sampling and testing when required and meet project plans and specifications; and administering Quality Monitoring and Quality Assurance Program.

.

Length: 6.38 Miles (Approx)

Highway: 365 TOLL (Segment 1)

Limits: From Anzalduas Highway east to McColl Road (See Location Map Attached)

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

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

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

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

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

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

The selected Engineer(s) shall have adequate experienced staff and a workload free from constraints to provide the necessary construction material testing for the HCRMA. Staff expertise is to include a Licensed Professional Engineer and certified, experienced staff proficient with TxDOT testing procedures, sampling and testing schedule, and the latest ASSHTO, ASTM and ACI testing requirements [Appendix A] performed and executed as per 2019 TxDOT Quality Assurance Program (~~DB-QAP~~ / DBB-QAP) / 2019 Guide Schedule of Sampling & Testing for Design Bid-Build Projects.

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

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

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

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

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

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

5. The Engineer shall provide technicians certified in accordance with TxDOT Quality Assurance Program for Construction (QAP) or other State approved programs, such as the Texas Asphalt Pavement Association (TxAPA) for Hot Mix Asphalt, and the Soils and Base Certification Program, as listed.

6. The Engineer shall provide certified technicians to perform the following tests:
   - A. Hot Mix Asphalt Testing:
     - a. Level l-A
     - b. Level l-B
     - c. Hot Mix Asphalt Testing • Level II
     - d. All other tests in the Manual of Testing Procedures 200-F Series or ASTM Procedures not covered in Level l-A, Level l-B, or Level II
   - B. Concrete Testing:
     - a. QAP Program for Concrete Testing
     - b. Other tests outlined in the Manual of Testing Procedures 400-A Series or ASTM Procedures that are not included in the QAP Program

7. The Engineer shall perform testing on the project. These tests include all tests listed in State's Guide Schedule of Sampling and Testing dated 2015. Follow the State's Guide Schedule of Sampling and Testing to establish testing frequencies. Testing frequencies may be increased as directed by the HCRMA.
8. The Engineer shall notify the HCRMA, to determine if any tests may be waived
9. The Engineer shall attend preconstruction QA and QC testing meetings prior to beginning work.
10. The Engineer shall:
    - A. Review and recommend approval or rejection of the Quality Control (QC) sampling and testing documentation submitted by the General Contractor for compliance with applicable State and Federal regulations, standards, and contract requirements.
    - B. Verify all tested materials used meet specifications or identify materials that do not meet specifications and recommend action which should be taken.
    - C. Certify that all tested materials used during construction meet the specifications as outlined in the APPIA Support System.
    - D. Work closely with the HCRMA to resolve all material discrepancies before the next monthly estimate is processed by utilizing the Reporting in APPIA.
    - E. Enter all test data in APPIA.
    - F. Enter all mix designs, concrete and asphalt, provided by the General Contractor into APPIA.
    - G. The Engineer shall report failing tests to the HCRMA within twenty-four (24) hours.

SUMMARY OF DELIVERABLES:

The Engineer shall provide the following:

1. Monthly Progress Reports
2. Quarterly Material Test Reports
3. Sampling and testing personnel qualification
4. Final document file (maintained in project control system during project execution. Final structure of file will be determined during project implementation, an example of content is provided below)
   - A. Construction Oversight Documentation
     - a. Testing reports and Testing documentation as applicable
     - b. Test Exception Letter
     - c. Certification Verifications
     - d. Photographs
   - B. Project Correspondence File (Design and Construction)
     - a. E-mail files
     - b. Letters
     - c. Memos
     - d. Meeting Minutes
     - e. Monthly Deficiency Reports to track material issues (one (1) per month)
     - f. Misc. correspondence

ATTACHMENT D

WORK AUTHORIZATION

ATTACHMENT D-1

WORK AUTHORIZATION NO. ____
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 Raba Kistner, Inc., (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 $_____ and the method of payment is_____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_____, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

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

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

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Gabriel Ornelas, Jr., PE, PMP	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
Sr. Vice President & COO	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

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

ATTACHMENT D-2

ATTACHMENT D-3

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 Raba Kistner, 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	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Gabriel Ornelas, Jr., PE, PMP	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
Sr. Vice President & COO	Executive Director
(Title)	(Title)
_____	_____
(Date)	**(Date)**

ATTACHMENT D-4

ATTACHMENT E

FEE SCHEDULE

TEST NO.	CMT Firm: Raba-Kistner Fee Schedule Date: 01/26/2021			Final as of 4/21/2021 & 4/28/2021	COMMENTS
	Type		**Unit**		
1	Mobilization/Demobilization		Mile	$ 6.00	**Requesting re-evalution as per mile unit cost**
			each	$ 600.00	
	Drilling, Logging, &Recovering Samples (**With** TCP)				
2A	1. Depth ≤ 50 feet		Tex-132-E (every 5 feet)	$ 38.00	
2B	2. Depth ≥ 50 feet		linear foot	$ 40.00	
	Drilling, Logging, &Recovering Samples (**Without** TCP)				
3A	1. Depth ≤ 50 feet		linear foot	$ 30.61	
3B	2. Depth ≥ 50 feet		linear foot	$ 32.57	
4	Rock Coring (Soft Rock)[2]		linear foot	$ 33.00	
5	Rock Coring (Hard Rock)[2]		linear foot	$ 36.00	
6	Staking Borings and Utility Locations		hour	$ 121.67	
	Standby Time (sampling)		hour	$ 297.74	
7A	1. Hot Mix Asphalt (minumum of one hour)		each	$ 117.05	
7B	2. Concrete (minumum of one hour)		each	$ 171.98	
8	Piezometer - 2 inch (including well completion and installation)		linear foot	$ 48.36	
9	Grouting of Borings		linear foot	$ 6.86	
10	Traffic Control - Major		day	$ 3,000.00	
	Laboratory Test	**Test Method**	**Unit**		
11	Volumetric Shrinkage	ASTM D427	each	$ 105.24	
12	Standard Poor Test	ASTM D698	each	$ 255.00	
13	Modified Poor Test	ASTM D1557	each	$ 279.75	
14	Standard Penetration Test (SPT)	ASTM D1586	LF	$ 30.04	
15	California Bearing Ratio (Single Sample without MD Curve)	ASTM D1883	test	$ 302.03	
16	Unconfined Compressive Strength (Soil)	ASTM D2166	each	$ 67.44	
17	Hydraulic Conductivity Permeability	ASTM D2434	each	$ 392.00	
18	One Dimensional Consolidation Properties of Soil	ASTM D2435	each	$ 500.00	
19	Unconfined Compressive Strength (Rock)	ASTM D2938	each	$ 94.75	
20	Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	set of 3	$ 679.23	
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	$ 37.69	
25	Calcium Carbonate Content of Soils	ASTM D4373	LF	$ 68.31	
26	Hydraulic Conductivity Permeability	ASTM D4511	each	$ 324.08	
27	One Dimensional Swell, Methods A&B	ASTM D4546	each	$ 249.47	
28	One Dimensional Swell, Method B Only	ASTM D4546	each	$ 324.66	
29	One Dimensional Swell, Method C	ASTM D4546	each	$ 247.52	
30	Permeability of Silt and Clays	ASTM D5084	each	$ 390.00	
31	Suction Test (Filter Method)	ASTM D5298	each	$ 92.50	
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	~~Eliminate~~	**No original cost presented for consideration**
35	Vertical Inclinometer	N/A	each	Proposal as needed	
36	Vertical Inclinometer Installation	N/A	each	Proposal as needed	
37	Vibrating Wire Piezometer	N/A	each	Proposal as needed	
38	Vibrating Wire Piezometer Installation	N/A	each	Proposal as needed	
39	Soil Boring with SPT	ASTM D1586	LF	$ 36.00	
	Laboratory Test	**Test Method**	**Unit**		
	Soils & Base Testing				
40	Sampling	Tex-400-A	hour	$ 66.15	
41	Sample Preparation	Tex-101-E	each	$ 68.00	
42	Determining Slaking 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	$ 80.67	
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 conjunctin with Tex-110-E, Part II)	Tex-108-E	each	$ 69.00	
50	Percent Passing No. 200 Sieve	Tex-111-E	each	$ 69.00	

TEST NO.	CMT Firm: Raba-Kistner Fee Schedule Date: 01/26/2021			Final as of 4/21/2021 & 4/28/2021	COMMENTS
51	Determining the Amount of Material in Solis Finer than the 75 mi	Tex-111-E	each		
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 [6]	Tex-117-E, Part I	each	$ 1,075.00	
58	Texas Triaxial Compression [6]	Tex-117-E, Part II	each	$ 1,510.00	
59	Quality Assurance (QA) Series for Flexible Base [7] [8]	See Foot Notes	each	$ 2,180.00	No original cost presented for consideration
60	Soil- Cement Testing [7]	Tex-120-E, Part II	each	$ 439.45	
61	Soil- Lime Testing [7]	Tex-121-E, Part II	each	$ 430.11	
61.1	Soil-Lime Testing Determining Stabilization Ability of Lime by Soil pH	Tex-121-E, Part III	each	$ 431.11	No original cost presented for consideration
62	Determining the Drainage Factor of Soil Materials (Not Field Test)	Tex-123-E ++	each	$ 357.50	
63	Determining Modulus of Sub-grade Recaction (K Value) (Not Field Test)	Tex-125-E ++	each	$ 144.50	
64	Molding, Testing, and Evaluation Bituminous Black Base Materials	Tex-126-E ++	each	$ 1,535.00	
65	Lime-Fly Ash Compression [7]	Tex-127-E	each	$ 719.39	
66	Soil pH	Tex-128-E	each	$ 53.94	
67	Resistivity of Soils	Tex-129-E	each	$ 120.00	
68	Slurry Testing	Tex-130-E	each	$ 109.14	
69	Texas Cone Penetration	Tex-132-E	each	$ 41.79	
70	Freezing and Thawing Tests oc Compacted Soil-Cement Mixture	Tex-135-E	each	$ 365.00	
71	Thickness of Pavement Layers (4 hour minimum)	Tex-140-E	hour	$ 107.04	
72	Manual Procedure for Description and Identification of Soils	Tex-141-E	each	$ 51.18	
73	Laboratory Classification os 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-148-E	each	$ 231.70	
76	Determining Cholride and Sulfate Contents in Soils	Tex-620-J	each	$ 88.16	
77	Free Swell Test	EM1110-2-1906	each	$ 195.00	
78	Pressure Swell Test	EM1110-2-1906	each	$ 293.00	
79	One-Dimensional Swell	ASTM D4546	each	$ 293.00	
80	One-Dimensional Swell (Method B Only)	ASTM D4546	each	$ 280.00	
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		
84	Unconfined Compression Test (Soil)	ASTM D2166	each	$ 66.79	
85	Unconfined Compression Test (Rock)	ASTM D2938	each	$ 97.80	
86	Unconfined Compression Test (Rock) (Method D)	ASTM D7012	each	$ 75.00	
	Unconsolidated Undrained (UU) Triaxial Compression Test				
87	1. Set of Three	Tex-118-E	set	$ 312.36	
88	2. Multistage	Tex-118-E	each	$ 286.21	
	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	$ 665.00	
94	Direct Shear Consolidated Drained (CD), clay	ASTM D3080	set of 3	$ 834.92	
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	
	Hot Mix Asphalt Testing				
97	Sieve Analysis of Fine and Coarse Aggregates	Tex-200-F	each	$ 94.54	
98	Bulk Specific Gravity and Water Absorption of Aggregates	Tex-201-F	each	$ 91.88	
99	Apparent Specific Gravity of Material Finer Than 180 µm (No. 80) Sieve	Tex-202-F	each	$ 65.00	
100	Sand Equivalent Test	Tex-203-F	each	$ 95.50	
101	Labortory Method of Mixing Bituminous Mixtures	Tex-205-F	Set of 3	$ 187.00	
102	Compacting Specimens Using the Texas Gyratory Compactor (TG	Tex-206-F	Set of 3	$ 113.04	
103	Determining Bulk Specific Gravity of Compacted Bituminuous Mixtures	Tex-207-F (I)	each	$ 50.00	
104	Determining In-Place Density of Compacted Bituminuous Mixtures (Nuclear Method)	Tex-207-F (III)	each	$ 45.00	
105	Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (IV)	each	$ 88.69	
106	Segregation Profile	Tex-207-F (V)	each	$ 194.17	
107	Joint Density	Tex-207-F (VII)	each	$ 194.17	
108	Test of Stabilometer Value of Bituminous Mixtures	Tex-208-F	set of 3	$ 157.05	
109	Determining Asphalt Content of Bituminous Mixtures by Extraction	Tex-210-F	each	$ 182.13	

TEST NO.	CMT Firm: Raba-Kistner Fee Schedule Date: 01/26/2021			Final as of 4/21/2021 & 4/28/2021	COMMENTS
110	Recovery of Asphalt from Bituminou Mixtures by the Abson Pro	Tex-211-F	each	$ 289.11	
111	Determining Moisture Content of Bituminous Mixtures	Tex-212-F	each	$ 54.03	
112	Determining Hydrocarbon-Volatile Content of Bituminous Mixture	Tex-213-F	each	$ 131.76	
113	Determining Deleterious Material and Decantation Test for Coarse Aggregates	Tex-217-F	each	$ 110.00	
114	Indirect Tensile Strength Test	Tex-226-F	each	$ 495.02	
115	Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	each	$ 105.31	
116	Determining Asphalt Content of Bituminous Mixtures by the Nuclear	Tex-228-F	each	$ 103.18	
117	Combined HMAC Cold-Belt Sampling and Testing Procedure	Tex-229-F	each	$ 83.50	
118	Determining Draindown Characteristics in Bituminous Mixtures	Tex-235-F	each	$ 75.00	
119	Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex-236-F	each	$ 168.25	
120	Asphalt Release Agents	Tex-239-F	each	$ 90.00	
121	Superpave Gyratory Compacting of Test Specimens of Bituminous	Tex-241-F	each	$ 158.11	
122	Hamburg Wheel Tracker	Tex-242-F	each	$ 600.00	
123	Tack Coat Adhesion	Tex-243-F	each	$ 185.00	
124	Thremal Profile	Tex-244-F	each	$ 164.50	
125	Cantabro Loss	Tex-245-F	each	$ 219.67	
126	Permeability or Water Flow of Hot Mix Asphalt	Tex-246-F	each	$ 83.50	
127	Overlay Test	Tex-248-F	set of 3	$ 762.22	
128	Flat and Elongated Particles	Tex-280-F	each	$ 77.36	
129	Sampling Bituminous Materials, Pre-Molded Joint Fillers, and Joint	Tex-500-C	each	$ 87.00	
130	Asphalt Binder Water in Petroleum	Tex-501-C AASHTO T55	each	$ 125.25	
131	Penetration of Bituminous Materials	Tex-502-C AASHTO T49	each	$ 130.82	
132	Ductility of Asphalt Materials	Tex-503-C AASHTO T51	each	$ 141.50	
133	Flash and Fire Points by Cleveland Open Cup	Tex-504-C AASHTO T48	each	$ 70.56	
134	Softening Point of Bitumen (Riing and Ball Apparatus	Tex-505-C AASHTO T53	each	$ 120.27	
135	Solubility of Bituminous Materials	Tex-507-C AASHTO T44	each	$ 147.75	
136	Specific Gravity	Tex-508-C AASHTO T228	each	$ 96.00	
137	Spot Test of Asphaltic Materials	Tex-509-C AASHTO T102	each	$ 203.50	
138	Effect of Heat and Air on Asphalt Materials (Thin-Film Oven Test)	Tex-510-C AASHTO t179	each	$ 169.30	
139	Flash Point with Tag Open-Cup Apparatus for Use with Material H	Tex-512-C AASHTO T79	each	$ 113.88	
140	Saybolt Viscosity	Tex-513-C AASHTO T72	each	$ 89.02	
141	Cutback Asphalts - Specific Gravity, API Gravity, or Density of Cutback Asphalts by Hdyrometer Method; Emulsified Asphalts - Weight per Gallon of Emulsified Asphalt	Tex-514-C ASTM D3142 ASTM D244	each	$ 423.00	
142	Distillation of Cutback Asphalt Products	Tex-515-C AASHTO T78	each	$ 205.67	
143	Float Test for Bituminous Materials	Tex-519-C AASHTO T50	each	$ 87.83	
144	Standard Test Method for Emulsified Asphalts	Tex-521-C AASHTO T59	each	$ 241.88	
145	Viscosity of Asphalts by Vacuum Capillary Viscometer	Tex-528-C AASHTO T202	each	$ 47.50	
146	Kinematic Viscosity of Asphalts (Bitumens)	Tex-529-C AASHTO T201	each	$ 89.02	
147	Boil Test (Effect of Water on Paving Mix)	Tex-530/531-C	each	$ 153.50	
148	Field Coring - ACP Thickness	ASTM D3549	each	$ 124.25	
149	Pavement Thickness Determin. (Full Depth)	ASTM D3549	each	$ 153.00	
150	Determining Polymer Additive Percentages in Polymer Modified	Tex-533-C	each	$ 82.50	
151	Calculating Viscosity from Penetration	Tex-535-C	each	$ 87.06	
152	Elastic Recovery of Tensile Deformation Using a Ductilometer	Tex-539-C	each	$ 79.13	
153	Measurement of Polymer Separation on Heating in Modified Asphalat	Tex-540-C	each	$ 129.50	
154	Rolling Thin Film Oven Test for Asphalt Binders	Tex-541-C ASSHTO T240	each	$ 189.00	
155	Flexural Creep Stiffness Using the Bending Beam Rheometer	AASHTO T313	each	$ 275.00	
156	Determining Rheological Properties of Asphalt Binder Using a Dy	AASHTO T315	each	$ 244.13	
157	Determining Breaking Index for Asphalt Emulsions	Tex-542-C	each	$ 251.89	
158	Resilience Test for Sealants and Repair Materials	Tex-547-C	each	$ 305.36	
159	Tensile Strain to Failure	Tex-548-C	each	$ 84.00	
160	Cone Flow Test	Tex-549-C	each	$ 87.50	
161	Flexibility Test for Sealants and Repair Materials	Tex-550-C	each	$ 302.50	
162	Settlement of Sealants and Repair Materials	Tex-551-C	each	$ 118.50	
	Concrete & Aggregate Testing				
163	Sieve Analysis for Conc. Agg	Tex-401-A	each	$ 90.10	
164	Fineness Modulus for Conc. Agg	Tex-402-A	each	$ 47.50	
165	SSD Specific Gravity / Absorption Conc. Agg	Tex-403-A	each	$ 88.00	
166	Unit Weight of Conc. Agg	Tex-404-A	each	$ 58.30	
167	Determining Pecent Voids and Solids in Concrete	Tex-405-A	each	$ 75.94	
168	Decantation for Conc. Agg	Tex-406-A	each	$ 63.75	
169	Organic Impurities for Conc. Agg	Tex-408-A	each	$ 59.16	
170	Free Moisture and Water Absorption in Aggregate for Concrete	Tex-409-A	each	$ 66.00	
171	L.A. Abrasion	Tex-410-A	each	$ 403.12	
172	5 Cycle Magnesium Soundness	Tex-411-A	each	$ 520.48	
173	Deleterious Material for Conc. Agg	Tex-413-A	each	$ 77.25	
174	Air Content of Fresh Concrete by Volumeteric	Tex-414-A	each	$ 36.05	
175	Slump of Fresh Concrete	Tex-415-A	each	$ 29.90	

TEST NO.	CMT Firm: Raba-Kistner Fee Schedule Date: 01/26/2021			Final as of 4/21/2021 & 4/28/2021	COMMENTS
176	Air Content of Fresh Concrete by Pressure	Tex-416-A	each	$ 32.08	
177	Unit Weight, Yield and Air Content (Gravimetric) of Concrete	Tex-417-A	each	$ 60.13	
178	Comp. Strength of Cyl. Conc. Specimen	Tex-418-A	each	$ 23.00	
179	Measure Temp. of Fresh Conc.	Tex-422-A	each	$ 23.16	
180	Obtaining & Testing Drilled Conc. Cores	Tex-424-A	each	$ 303.62	
181	Absorption and Dry Bulk Specific Gravity of Lightweight Coarse	Tex-433-A	each	$ 105.40	
182	Test Flow of Grout Mixtures (Flow Cone Method)	Tex-437-A	each	$ 102.66	
183	Accelerated Polish Test for Coarse Aggregate	Tex-438-A	each	$ 912.50	
184	Det. Comp. Strength of Grouts	Tex-442-A	each	$ 31.00	
185	Making & Curing Conc. Test Specimen	Tex-447-A	each	$ 19.91	
186	Flexural Strength of Concrete Using Simple Beam Third-Point Load	Tex-448-A	each	$ 49.63	
187	Capping Cyl. Conc. Specimen	Tex-450-A	each	$ 22.25	
188	Degradation of Coarse Aggregate by Micro-Devel Abrasion	Tex-461-A	each	$ 266.50	
189	Uniformity of Concrete	Tex-472-A	each	$ 189.63	
	Additional Testing	**Test Method**	**Unit**		
190	Geogrid Testing	Tex-621-J	each	$ 800.20	
191	Water Quality Testing	Tex-619-J	each	$ 179.25	
192	Lime Testing	Tex-600-J	each	$ 367.59	
193	Operating Inertial Profilers and Evaluating Pavement Profiles	Tex-1001-S	each	$ 1,800.00	**No original cost presented for consideration**
194	Vane Shear Testing	ASTM D2573	each	$ 338.00	
	Miscellaneous Testing	**Test Method**	**Unit**		
195	Structural Field Welding	**NA**	hour	$ 150.00	**No original cost presented for consideration**
	Equipmemt & Supplies for MT & UT		day	$ 150.00	**No original cost presented for consideration**
	Other Direct Expenses		**Unit**		
	Photocopies B/W (8 1/2" X 11")		each	$ 0.15	
	Photocopies B/W (11" X 17")		each	$ 0.23	
	Photocopies Color (8 1/2" X 11")		each	$ 0.82	
	Photocopies Color (11" X 17")		each	$ 1.41	
	Digital Ortho Plotting		sheet	$ 2.43	
	CADD Plotting		linear foot	$ 1.00	
	Plots (B/W on Bond)		linear foot	$ 0.91	
	Plots (Color on Bond)		linear foot	$ 1.75	
	Plots (Color on Photgraphic Paper)		linear foot	$ 2.72	
	Reproduction of CD/DVD		each	$ 4.55	

ATTACHMENT E: FEE SCHEDULE [SPECIFIED RATE / LUMP SUM PAYMENT BASIS]

Raba Personnel Classification	Hourly Base Rate	Contract Rate FY 2021
Senior Project Manager / Principal	$ 64.73	$ 178.00
Senior Geotechnical Engineer	$ 47.27	$ 130.00
Geotechnical Engineer	$ 36.73	$ 101.00
Project Engineer	$ 45.81	$ 125.98
Engineering Lab Manager	$ 32.00	$ 88.00
Utility Coordinator	$ 40.36	$ 110.98
Senior Project Inspector	$ 34.55	$ 95.00
Project Inspector	$ 23.64	$ 65.00
EIT	$ 31.64	$ 87.00
Engineer Tech / GIS	$ 21.82	$ 60.00
Logger	$ 21.64	$ 59.52
Field Technician (Soils, Aggr, Asph, Conc)	$ 24.73	$ 68.02
CADD Operator	$ 28.44	$ 78.20
Admin/Clerical	$ 22.12	$ 60.82

EXHIBIT D

ESTIMATED MAN HOURS/TEST

BREAKDOWN

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County RMA Toll Road 365 Segment 2

TEST NO.	SERVICE	UNIT RATE		QUANTITY	TOTAL
	Earthwork:				
54	Moisture-Density Relationship (Proctor)	$255.00	each	130	$33,150.00
44	Atterberg Limits Determinations (P.I.) (TxDOT)	$95.00	each	390	$37,050.00
50	Sieve Analysis -200	$69.00	each	130	$8,970.00
47	Sieve Analysis - Gravel / Caliche	$89.00	each	150	$13,350.00
66	Soil PH	$53.94	each	150	$8,091.00
67	Resistivity of soils	$120.00	each	150	$18,000.00
74	Sulfate Content in Soils	$95.00	each	150	$14,250.00
	Field Density Daily Equipment Charge - Embankment - Backfill	$75.00	day	900	$67,500.00
	Subtotal				**$200,361.00**
	Concrete: Footings, Columns, Abutments, Caps, Bridge decks, Approaches, Bridge Rails				
163	Sieve Analysis for Concrete Aggregate	$90.10	each	40	$3,604.00
164	Fineness Modulus for Concrete Aggregate	$47.50	each	20	$950.00
168	Decantation for Concrete Aggregate	$63.75	each	20	$1,275.00
169	Organic Impurities for Concrete Aggregate	$59.16	each	20	$1,183.20
173	Deleterious Material for Concrete Aggregate	$77.25	each	20	$1,545.00
175	Slump of fresh Concrete	$29.90	each	400	$11,960.00
177	Unit Weight, yield and air content (gravimetric)	$60.13	each	400	$24,052.00
178	Concrete Compressive Strength Tests	$23.00	each	1825	$41,975.00
179	Measure Temp. of Fresh Concrete	$23.16	each	400	$9,264.00
176	Air Content of Concrete	$32.08	each	400	$12,832.00
	Subtotal				**$108,640.20**
	Professional Services:				
	Full Time Tech No. 1 - Based off a Construction Duration of 3 1/2 yrs				
	Full time Tech (Assuming no more than 50 hours per wk.)	$68.02	hours	11700	$795,834.00
	Vehicle Travel Charge (Daily Usage Fee)	$125.00	trip	1403	$175,375.00
	Subtotal				**$971,209.00**
	Full Time Tech No. 2- Based off a Construction Duration of 3 1/2 yrs				
	Full time Tech (Assuming no more than 50 hours per wk.)	$68.02	hours	11700	$795,834.00
	Vehicle Travel Charge (Daily Usage Fee)	$125.00	trip	1403	$175,375.00
	Subtotal				**$971,209.00**
	Reinforcing Steel Observer				
	Reinforcing Steel Observation	$95.00	hour	1228	$116,660.00
	Vehicle Travel Charge	$125.00	trip	307	$38,375.00
	Subtotal				**$155,035.00**

RATES CONTINUE ON PAGE 5

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CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County RMA Toll Road 365 Segment 2

	Structural Steel Observer				
195	Structural Steel Observation/Bolts and Weld Certified Welding Inspector	$150.00	hour	352	$52,800.00
	Non- Destructive Testing (Radiographic/Ultrasonic)	Cost + 15%		As requested	
	Vehicle Travel Charge	$125.00	trip	44	$5,500.00
	Subtotal				**$58,300.00**
	Project Coordination	$110.00	hour	600	$66,000.00
	Geotechnical	$130.00	each	450	$58,500.00
	Materials Engineer	$178.00	each	450	$80,100.00
	Vehicle Travel Charge	$125.00	trip	125	$15,625.00
	Subtotal				**$220,225.00**
		TOTAL:			**$2,684,979.20**
		Contingency		10%	$268,497.92
		GRAND TOTAL:			**$2,953,477.12**

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ATTACHMENT E-1
Final Cost Proposal Form

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

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

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

EXHIBIT F

WORK SCHEDULE

EXHIBIT F

WORK SCHEDULE

HCRMA Construction & Materials Testing Services
TOLL365 (SH 365)

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

ATTACHMENT H

DBE PARTICIPATION

ATTACHMENT H-MOU

MEMORANDUM OF UNDERSTANDING REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORATION'S FEDERALY-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

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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.

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(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

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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.

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ATTACHMENT H-MOU

MEMORANDUM OF UNDERSTANDING
REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORATION'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

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

Date: 3/13/08

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Dennis Burleson
Chairman

Date: 2/13/2008

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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 <u>delete the rest</u> 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.

State Funded Contracts

Attachment H-SG, Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts, State of Texas HUB Subcontracting Plan Required

- This provision is applicable to state funded contracts with a HUB goal assigned.
- 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.
- 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.
- 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.
- Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

Attachment H-SN, Historically Underutilized Business (HUB) Participation for State Funded Professional or Technical Services Contracts, No State of Texas HUB Subcontracting Plan Required

- This provision is applicable to state funded contracts with no HUB subcontracting plan requiredand no HUB goal assigned. If no subcontractors are used, the appropriate forms for this provision are Attachments H-1 and H-6.
- 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.
- Attachment H-6 must be submitted monthly to the AUTHORITY Office even though there is no invoice being submitted or subcontracting to report.
- Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

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.

- Required for all State funded contracts.
- 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.
- A copy of Attachment H-6 must be submitted when supplying an invoice to the appropriate agency contact for payment.
- The “Object Code” section(s) on this form should remain blank.

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 thatis 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

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 toDBE 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

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 removesa 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 mayrequest 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 .

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.

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 employedand paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subprovidersmust 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

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.

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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 contractaward, 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.

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

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 mustin 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.

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.

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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 <u>are required</u> 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: Raba Kistner, 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 1st 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 ***
Subprovider(s) Contract or % of Work* Totals					

*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)

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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 workauthorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line:_____ and attach with the work authorization or supplemental work authorization.***

Contract #: 01-M06-21-05 Assigned Goal: 6% Prime Provider RABA Kistner, Inc.

Work Authorization (WA)#: 1 WA Amount: $2,953,477.12 Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

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

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

Provider Name: RABA Kistner, Inc. **Address: 800 East Hackberry Ave.** **McAllen, TX 78501** **VID Number:** **PH: & FAX: 956.682.5332 / 956.682.5487** **Email: gornelas@rkci.com**	**Name:** Gabriel Ornelas, Jr., PE, PMP, ***(Please Print)*** **Title:** Sr. Vice President & COO **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**

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

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

Contract #: _____
Date of Execution: _____
Prime Provider: Raba Kistner, Inc.
Work Authorization No. :_____

Original Contract Amount: **$0**
Approved Supplemental Agreements: **$0**
Total Contract Amount: **$0**
Work Authorization Amount: **$0**

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining

Fill out Progress Assessment Report with each estimate/invoice submitted, *for all subcontracts*, and forward as follows:
1 Copy with Invoice - Hidalgo County Regional Mobility Authority Office
I hereby certify that the above is true and correct statement of the amounts paid to the firms listed above.

Print Name - Company Official /DBE Liaison Officer	Signature	Phone	Date
Email		Fax	

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:

Vendor ID #	**Subprovider**	**Total $ Amount Paid to Date**
TOTAL		

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.

Name	Address	Phone Number

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

HUB Subcontracting Plan (HSP)
Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Contract/Requisition Number: _____ **Date of Award:** _____ (mm/dd/yyyy) **Object Code:** _____ (Agency Use Only)

Contracting Agency/University Name: _____

Contractor (Company) Name: _____ **State of Texas VID #:** _____

Point of Contact: _____ **Phone #:** _____

Reporting (Month) Period: _____ **Total Amount Paid this Reporting Period to** $ -

Report HUB and Non-HUB subcontractor information

Subcontractor's Name	Subcontractor's VID or HUB Certificate Number	*Texas Certified HUB? (Yes or No)	Total Contract $ Amount from HSP with Subcontractor	Total $ Amount Paid This Reporting Period to Subcontractor	Total Contract $ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
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Signature: _____ **Title:** _____ **Date:** _____

***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). 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: Raba Kistner, Inc.

BY: _____

DATE: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT K
DEBARMENT CERTIFICATION



Quality Assurance Program for Design-Bid-Build Projects

May 2019

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SECTION 1 - INTRODUCTION

1.1 Overview

The Texas Department of Transportation (TxDOT) established the Quality Assurance Program (QAP) for Design-Bid-Build (D-B-B) Projects to ensure that materials and workmanship incorporated into highway construction projects are in reasonable conformity with the requirements of the approved plans and specifications, including any approved changes. This program conforms to the criteria in 23 CFR 637 B, where the Materials and Tests Division (MTD) central laboratory will be accredited under the AASHTO Accreditation Program (AAP) which oversees the statewide qualification program.

It consists of an "Acceptance Program" and "Independent Assurance (IA) Program" based on test results obtained by qualified persons and equipment.

The QAP allows for the use of validated Contractor-performed quality control (QC) test results as part of an acceptance decision. It also allows for the use of test results obtained by commercial laboratories in acceptance decisions. The acceptance of all materials and workmanship is the responsibility of the Engineer.

1.2 Support

For more information regarding the information and procedures in the program, contact the Materials and Tests Division (MTD) Administration at 512/506-5843.

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

SECTION 2 - ACCEPTANCE PROGRAM

2.1 Overview

The Quality Assurance Program (QAP) assures materials, incorporated into any highway construction project, are subject to verification sampling and testing, as well as quality control (QC) sampling and testing when required by the specifications.

The District Engineer will delegate an individual at the district level for the accountability of certification verification in SiteManager (SM) and at the laboratory for various project delivery options applicable to the DBB program.

The delegation of authority should encompass a mechanism that provides oversight authority and an audit function to ensure compliance. Additional information can be found in Section 6.7 – Dispute Resolution.

2.2 Sampling and Testing Frequency and Location

Verification sampling and testing will be performed at the location and frequency established in the Department's Guide Schedule of Sampling and Testing for Design-Bid-Build (DBB) Projects (DBB Guide Schedule) or specifications specific to each project.

2.3 Documentation

Testing will be documented within SiteManager on the department approved excel templates. When the tester does not enter test results directly into SM, the hardcopy will need to be scanned and attached to the SM sample documenting the tester's name.

2.4 Quality Control Sampling and Testing

Contractor-performed QC sampling and testing may be used as part of an acceptance decision when required or allowed by specification.

QC sampling and testing personnel, laboratories, and equipment will be qualified in accordance with Section 6 – Technician Qualification Program and Section 7 – Laboratory Qualification Program and will be evaluated under the Independent Assurance Program, as described in Section 3 of this document.

QC test results will be validated by verification test results obtained from independently taken samples. Qualified TxDOT personnel or their designated agents will perform verification sampling and testing.

2.5 Dispute Resolution

When QC test results are used in the acceptance decision, the MTD central laboratory or an accredited independent laboratory approved by MTD will perform the referee testing. The referee laboratory decision will be final.

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

SECTION 3 - INDEPENDENT ASSURANCE PROGRAM

3.1 Overview

The Independent Assurance (IA) program evaluates all sampling and testing procedures, personnel, and equipment used as part of an acceptance decision.

The IA program evaluates the qualified sampling and testing personnel and testing equipment and is established using the system approach. The system approach bases frequency of IA activities on time—regardless of the number of tests, quantities of materials, or numbers of projects tested by the individual being evaluated.

3.2 Required Frequencies and Activities

Table 1 gives the frequencies and activities required for evaluating sampling and testing personnel and equipment under the system approach to IA.

Table 1

Frequencies and Activities Required Under IA System Approach

Time	Activity
Before performing acceptance sampling and testing.	Qualification required under Section 6 and Section 7 of this QAP.
Within 12 months after Observation and Qualification, not to exceed 15 months.	Each qualified technician is required to participate in the first available proficiency or split sample for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 24 months after Observation and Qualification, not to exceed 27 months.	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 36 months of Qualification. (Only required for certifications issued by TxDOT or TXAPA with a 3-year cycle.)	Qualification is again required under Section 6 and Section 7 of this QAP.
Within 36 months after Observation and Qualification, not to exceed 39 months. (Only required for ACI, which has a 5-year certification cycle.)	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 48 months after Observation and Qualification, not to exceed 51 months. (Only required for ACI, which has a 5-year certification cycle.)	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.

Within 60 months of qualification (Only required for certifications issued by ACI with a 5-year cycle.)	Qualification is again required under Section 6 and Section 7 of this QAP.

Maintaining technician qualification under the IA system approach requires continuation of the above cycle of qualification and successful split or proficiency sample testing.

3.3 Testing Equipment

MTD will qualify district laboratory testing equipment used for acceptance sampling and testing, in accordance with Section 7 – Laboratory Qualification Program. Any non-TxDOT commercial laboratory used for acceptance sampling and testing must be accredited in accordance with Section 7.3 – Qualification.

MTD may designate the district laboratory to qualify commercial laboratory testing equipment, used for acceptance sampling and testing, in accordance with corresponding calibration test procedures. MTD or TxDOT district laboratory may hire a third-party entity to perform calibration or verification in accordance with corresponding calibration test procedures.

The qualifying authority will qualify testing equipment in accordance with the following guidelines.

A. Frequency for qualifying sampling and testing equipment must not exceed 1 year.
B. Calibration or verification is required whenever the laboratory or equipment is moved.

The qualifying authority will evaluate any equipment used to perform verification and QC sampling and testing in making an acceptance decision. This evaluation includes calibration checks and split or proficiency sample tests. The Department test procedures referenced in Section 7.4 – Calibration Standards and Frequencies for Laboratory Equipment give the requirements for, and frequency of, equipment calibrations.

3.4 Testing Personnel

MTD will qualify district and commercial laboratory personnel performing IA activities, in accordance with Section 6 – Technician Qualification Program.

MTD may designate a district laboratory to qualify other Department personnel and accredited commercial laboratory personnel performing IA activities. When a district qualifies commercial laboratory personnel, they must notify MTD in writing.

Individuals performing IA activities will be other than those performing verification or QC testing.

IA personnel will evaluate any individual performing verification or QC sampling and testing. This evaluation includes observations and split or proficiency sample testing.

3.5 Comparing Test Results

Comparison of the split sample test results can be used if equipment or procedures issues are suspected. Appendix B gives the acceptable tolerance limits for comparing test results from split and proficiency samples.

If the comparisons of the test results do not comply with the tolerances, an engineering review of the test procedures and equipment will be performed immediately to determine the source of the discrepancy.

3.6 Annual Report of IA Program Results

MTD will compose and submit an annual report to the Federal Highway Administration (FHWA) summarizing the results of TxDOT's systems approach IA program. See Appendix C for the annual report form.

This report identifies:

- number of sampling and testing personnel evaluated by the systems approach IA testing;
- number of IA evaluations found to meet tolerances in Appendix B;
- number of IA evaluations found to not meet tolerances in Appendix B; and
- summary of any significant system-wide corrective actions taken.

SECTION 4 - MATERIALS CERTIFICATION

4.1 Overview

The TxDOT District Area Engineer or Director of Construction will submit a materials certification letter, conforming in substance to the examples shown in Appendix D or E, as applicable.

For projects with federal oversight, submit the materials certification letter (Appendix D) to the FHWA division administrator, with a copy to MTD.

For non-federal oversight projects, submit the material certification letter (Appendix E) to the TxDOT District Engineer, with a copy to MTD.

Either letter must be submitted at final acceptance of the project.

SECTION 5 - CONFLICT OF INTEREST

5.1 Overview

To avoid an appearance of a conflict of interest, any qualified non-TxDOT laboratory will perform only one of the following functions on the same project:

- verification sampling and testing;
- QC sampling and testing;
- IA testing; or
- referee testing.

SECTION 6 - TECHNICIAN QUALIFICATION PROGRAM

6.1 Purpose

This program provides uniform statewide procedures for technician qualification to ensure that tests required by the specifications are performed according to the prescribed sampling and testing methods.

6.2 Technician Qualification

Sampling and testing personnel will be qualified to perform sampling and testing for the acceptance of materials in the areas of soils, bituminous, aggregate, and concrete materials.

The test methods for which individuals can be qualified are included in the following series of the TxDOT Test Procedures.

- 100-E Series (Soils)
- 200-F Series (Bituminous)
- 400-A Series (Aggregates and Concrete)
- 500-C Series (Asphalt – Tex-500-C and Tex-530-C)

6.3 Who Must Be Qualified?

Any individual who performs sampling and testing on the materials listed in Section 6.2 – Technician Qualification, for acceptance, must be qualified in each test procedure they perform.

NOTE—Reciprocity may be granted to individuals who have been successfully qualified under another state's program. These situations will be considered on a case-by-case basis and must meet the approval of the Materials and Tests (MTD) Division Director.

6.4 Who Can Qualify Sampling and Testing Personnel?

The following personnel may qualify an individual to perform the required sampling and testing of materials:

- MTD personnel;
- qualified district materials engineer or laboratory supervisor (except as noted below);
- qualified district laboratory personnel who have been authorized by the district materials engineer or laboratory supervisor to qualify others; and
- department-approved entities such as the Texas Asphalt Pavement Association (TXAPA) and the American Concrete Institute (ACI). Certifications received from these institutions may be used to satisfy the written exam and observation part of the Technician Qualification Program.

NOTE—Each district laboratory will maintain a minimum of one individual qualified by MTD or its designated agent, for each test procedure performed within the district. To perform testing and qualify district personnel for TxDOT concrete test methods, at least one individual from the district laboratory must have the corresponding ACI Field and Strength certifications issued by MTD.

6.5 Required Certifications for Commercial Laboratory and Contractor Personnel

Non-TxDOT laboratory personnel performing sampling and testing for TxDOT, or as required by specification, must obtain and keep current the following certifications pertinent to their scope of testing:

- ACI Concrete Field Testing Technician – Grade I,
- ACI Concrete Strength Testing Technician,
- TXAPA HMA Level 1A – Plant Production Specialist,
- TXAPA HMA Level 1B – Roadway Specialist,
- TXAPA HMA Level 2 – Mix Design Specialist,
- TXAPA SB 101 – Property Specialist,
- TXAPA SB 102 – Field Specialist,
- TXAPA SB 103 – Materials Analysis Specialist,
- TXAPA SB 201 – Strength Specialist,
- TXAPA SB 202 – Compressive Strength Specialist, and
- TXAPA AGG101 -– Aggregate Specialists.

For testing procedures not covered by the above certifications, the following personnel may qualify an individual to perform the required sampling and testing of materials:

- district laboratory personnel who have been authorized by MTD to perform technician qualifications, and
- MTD personnel.

6.6 Qualification Procedure

To qualify, an authorized evaluator must witness an individual successfully perform the specific test and the necessary calculations required to determine specification compliance. Successful performance is defined as demonstrating the ability to properly perform the key elements for each test method. If the individual fails to demonstrate the ability to perform a test, the individual will be allowed one retest per test method at the evaluator's

convenience. The maximum number of attempts cannot exceed three trials in a 90-day period of time.

In addition to successful performance of a test method, the individual must pass a written examination (minimum score of 80%) administered by an authorized evaluator. The maximum amount of time allocated per test will be one hour. If an individual cannot complete the written test in an hour, it will result in failure. An individual failing the written examination may request a retest. The retest must be scheduled and administered within 30 days of notification of failure; however, the maximum number of attempts cannot exceed three trials in a 90-day period of time.

Under unique circumstances, the qualification authority may grant a verbal examination upon request. The reasons for requesting a verbal examination must be presented and documented before the individual is allowed to take the examination. Should the technician fail the retest examination, the technician will not be allowed to test again unless a written notification is received from the technician's employer or supervisor stating that the technician has received additional training. MTD or its representative will determine the adequacy of the additional training. Failure to pass the third written examination will be considered as failing the entire qualification.

Successful qualification is defined as passing both the written and performance examinations.

In addition, the individual must participate in split or proficiency samples administered by the qualifying authority to validate the qualification as defined in Appendix B. MTD determines the qualifying authority for the split or proficiency sample.

Unless otherwise stated, qualification of an individual is valid for not more than 3 years, after which the individual must be re-qualified. Under the IA system approach, annual split or proficiency evaluations will be required as specified in Section 3.2 – Required Frequencies and Activities. Failure to satisfactorily complete annual split or proficiency testing will result in certification revocation.

6.7 Provisional Certifications

If the required certifications, listed in the Section 6.5 – Required Certifications for Commercial Laboratories and Contractor Personnel, cannot be readily obtained due to course availability, schedule conflicts, or other extenuating circumstances, provisional certifications administered by MTD or TxDOT's district laboratory will be allowed, per the following stipulations:

- provisional certifications must be approved by MTD or TxDOT district laboratory supervisor;
- provisional certifications will be valid for one month after the TXAPA and ACI examination dates; and
- the candidate must show evidence of having enrolled in the required ACI or TXAPA course.

6.8 Responsibility and Documentation

MTD and the district materials engineer, laboratory supervisor, or designee are responsible for maintaining documentation of all individuals qualified under their authority who perform required tests for acceptance of materials. The CE&I firm shall identify a coordinator with the responsibility to communicate with the Area Office who will then coordinate with the district level person to satisfy the requirements for qualified testers. SiteManager shall be used to send email notification on certification status to the owner (technician) as well as the district level responsible person. TxDOT's SiteManager will be the official system of record for qualified or certified TxDOT and commercial laboratory personnel.

Issuance of qualification certificates by the TxDOT qualifying authority is not required. A qualification summary listing all tests for which an individual is qualified is available in SiteManager and may be printed and signed at the district's discretion. Documentation is to be maintained through the Object Linking and Embedding (OLE) attachment window. This function allows all qualified personnel supporting documentation to be viewed in SM which includes:

- copies of certificates issued by ACI and TXAPA; or
- copies of certificates issued by MTD or TxDOT district laboratory, if issued;
- Quality Assurance Test (QAT) report with clear identification of technician's name, qualifier's name, score, and date taken; and
- original performance examinations for test procedures administered to each technician by the TxDOT qualifying authority, with clear identification of technician's name, qualifier's name, qualification status, and date.

Documentation retention will be for the life of the qualification, as detailed in the State of Texas Records Retention Schedule.

Results of annual proficiency testing administered by MTD or TXAPA will be stored in their respective central repositories through SharePoint. Annual split sample evaluations should be stored in SiteManager.

6.9 Disqualification

Accusations of misconduct by testing technicians are made to the responsible TxDOT district representative and reported to MTD. Table 2 defines the 3 levels of misconduct: neglect, abuse, and breach of trust.

Table 2
Levels of Misconduct

Term	Definition
Neglect	Unintentional deviations from testing procedures or specifications.
Abuse	Careless or deliberate deviation from testing procedures or specifications.
Breach of Trust	Violation of the trust placed in the certified technician including, but not limited to, acts such as: • falsification of records; • being aware of improprieties in sampling, testing, or production by others and not reporting them to appropriate supervisors involved in the project; • re-sampling or retesting without awareness and consent of appropriate supervisors involved in the project; and • manipulating compensation or production.

The certification steering committee will investigate accusations of misconduct with the assistance of the responsible district. Depending on the severity of the misconduct, MTD may impose penalties ranging from a written reprimand, a temporary suspension, or a permanent revocation of the certification, contingent upon the findings of the investigation. A technician with a revoked certification will be removed from the project and will not be allowed to be employed on any TxDOT project statewide.

SECTION 7 - LABORATORY QUALIFICATION PROGRAM

7.1 Purpose

This program provides uniform statewide procedures to ensure that laboratory facilities and equipment are qualified for the performance of required sampling and testing methods.

7.2 Laboratory Responsibility

The responsibilities are spread among varying roles and are defined below to achieve a level of quality and to maintain program compliance.

7.2.1 CE&I

The CE&I firm shall:

- determine all test methods and certification requirements for a project and submit to the area office coordinator within ten (10) days after the execution of the contract and before the kick off meeting;
- submit required technician certifications and commercial lab requests submittals to the AO; and
- provide a quality plan to the AO that will demonstrate how quality is to be achieved through acceptance testing, per project. Include how the firm will track and ensure that only certified technicians perform acceptance on equipment that is calibrated and in good working order.

7.2.2 District AO Personnel

The Area Engineer will delegate the District AO coordinator. The AO coordinator shall:

- provide the district lab personnel with monthly status of the CE&I projects;
- provide the district lab contacts for CE&I firms and their commercial labs;
- invite the district lab personnel to the kick off and associated preconstruction meetings;
- will forward all CE&I technician certifications and laboratory submittals or requests to the district lab;
- will review the CE&I project specific testing, certification, and equipment needs; and
- submit the CE&I's quality plan to the district lab.

7.2.3 District lab coordinator

The district lab coordinator shall:

- review and make recommendations to the AO coordinator for approval or rejection of the CE&I quality plan;
- coordinate the inspection of the commercial lab facility and equipment once the quality plan has been approved;
- communicate the status of the inspection with the CE&I firm;
- use SM to auto notify the owner (technician) and the district lab designee before certification expiration; and
- conduct an internal review for continual compliance for all levels of certifications annually.

7.3 Qualification

All laboratories performing sampling and testing for TxDOT require qualification. These include, but are not limited to the following:

- Materials and Tests Division (MTD) central laboratory;
- District laboratories;
- area or project laboratories (including field laboratories at hot mix and concrete plants);
- MTD field laboratories; and
- commercial laboratories.

7.3.1 District Lab Accreditation

MTD is responsible for accrediting the district and MTD field laboratories. Upon completion of the laboratory accreditation process, the district lab is assigned a rating. The rating system identified in Table 3 is based on the associated risks to the department.

Table 3
Rating Legend

Number	Rating Legend
1	Excellent review with minor or no deficiencies notated.
2	Several deficiencies or repetitive observation were notated.
3	A level of negligence was found programmatically violating compliance requirements.

Each laboratory inspection summarizes the accreditation visit where a finding is classified as either a deficiency or an observation, defined as follows:

Deficiency: A finding that indicates policy or practice contrary to the requirements of the applicable test methods or documented quality procedures.

Observation: Observations are intended as comments for improvements relating to specific technical information to offer recommendations for best practice. Specifically, observations are noted for any technically related deficiencies where judgment and experience indicate it is not likely to affect the laboratory's ability to produce valid and accurate test results.

Resolution of Findings

A corrective action report (CAR) and supporting documentation is collectively submitted to MTD to address the findings notated in the report. The CAR will document actions that have been taken to prevent reoccurrence and to show a formal resolution to the findings.

Deficiencies:
Deficiencies require a formal written response describing the corrective actions taken or planned and enough documentation, i.e., records, copies of new or revised procedures, equipment invoices, or photographs to substantiate actions taken. Corrective actions should be permanently implemented to prevent recurrence of the problem.

Observations:
No written response is required for findings identified as observations. The laboratory should; however, take necessary corrective action to address the observation to prevent possible recurrence. Repeat observations may result in deficiencies.

The resolution should be completed in 21 days from the issuance of the report. If the laboratory cannot satisfy the findings in the report, an extension may be requested for additional time to resolve any outstanding or pending findings. Additional time extensions may be granted on a case by case scenario but should not exceed 90 days. When the findings cannot be resolved within the 90-day period, the MTD Division Director (DD) will escalate the outstanding issues at his discretion to the DOC or DE as needed. See Section 7.5 – Non-Compliance.

7.3.2 Commercial Lab and CE&I Qualification Process

At the district level, the district laboratory will be the qualifying authority for area office and commercial laboratories, only in the areas for which the district laboratory is accredited. They are also responsible for participating and conducting a peer review that will include a minimum of two projects conducted by CE&I firms to ensure program compliance. The peer review shall be documented and conducted within 12-24 months after MTD conducts the QAP district accreditation.

When a district qualifies a commercial laboratory, they must notify MTD in writing and submit a copy of the laboratory qualification certificate. A directory of all TxDOT-qualified laboratories is available through the MTD crossroads intranet.

The laboratory qualifying authority will use Form 2682, "Quality System Inspection – Commercial Laboratory," to document the following:

- identify the scope of testing to be performed;
- verify that test methods used to perform tests are available and current;
- document that the laboratory has the required equipment to perform the tests;
- check the calibration or verification records for each piece of equipment, to include:
  - description of equipment,
  - identification of any traceable standard used,
  - frequency of calibration,
  - date of calibration,
  - date of last calibration,
  - date of next calibration,
  - calibrating technician,
  - procedure used to calibrate or verify equipment, and
  - detailed results of calibration; and
- verify that the laboratory has qualified or certified technicians to perform required testing.

In addition, all equipment may be subject to calibration verification or other inspection by the qualifying authority. Laboratories performing acceptance sampling and testing should use results from TxDOT's Material Producer List (MPL), and perform materials sampling and testing in accordance with TxDOT's DBB Guide Schedule. Materials that are not monitored or not pre-approved by TxDOT are subject to sampling and testing as part of the acceptance program, except as noted in the DBB Guide Schedule remarks.

NOTE—Project or field laboratories performing Tex-113-E, Tex-117-E, and Tex-242-F tests must be an approved laboratory from TxDOT's MPL.

Laboratories are qualified every 3 years, at a minimum, although accreditation may be an ongoing process. Calibration or verification is required whenever laboratory or equipment is moved or per the minimum laboratory standards defined in Section 7.4 – Calibration Standards and Frequencies for Laboratory Equipment.

An annual internal audit should be conducted by designated staff to ensure continual compliance with technician records and equipment intervals. The following are tools and resources available to aid in managing the program for compliance:

- SM Material Users Query that allows filtering to determine expiring certifications, and
- Form 2682.

7.4 Calibration Standards and Frequencies for Laboratory Equipment

The standards for calibration and the frequencies for laboratory equipment calibrations are shown in:

- Tex-198-E, "Minimum Standards for Acceptance of a Laboratory for Soils and Flexible Base Testing,"
- Tex-237-F, "Minimum Standards for Acceptance of a Laboratory for Hot Mix Testing,"
- Tex-498-A, "Minimum Standards for Acceptance of a Laboratory for Concrete and Aggregate Testing," and
- Tex-900-K Series, procedures for calibrating, verifying, and certifying equipment and devices.

7.5 Non-Compliance

A laboratory that does not meet all the above requirements is subject to disqualification or suspension.
Any equipment in a qualified laboratory failing to meet specified equipment requirements for a specific test method will not be used for that test method. MTD or the TxDOT district laboratory responsible for the certification or audit will immediately notify all applicable Area Offices of non-conformance for those test methods.

7.6 Documentation

The qualifying authority is responsible for verifying that laboratories are qualified to perform sampling and testing. Documentation will be required to be kept by the qualifying authority and the qualified laboratory. Calibration records will be maintained for a minimum of 10 years. Upon satisfactory completion of the laboratory qualification process, the qualifying authority will issue a certificate within 14 days covering the scope of testing in which the laboratory has been qualified, with a copy to MTD.

Laboratory qualification documentation to be maintained by the qualifying authority includes:

- availability and calibration or verification records for each piece of equipment;
- personnel qualified or certified to perform required testing; and

- copy of laboratory qualification certificate issued.

7.7 Dispute Resolution

The next higher qualification authority will resolve disputes concerning calibration and verification of equipment. For disputes that cannot be resolved at the district level, MTD will be the final authority.

Appendix A
Acronyms and Definitions

The following terms and definitions are referenced in this document and have the meanings set forth below.

AAP	AASHTO Accreditation Program (AASHTO re:source and CCRL)
AASHTO	American Association of State Highway Transportation Officials
ACI	American Concrete Institute
AO	Area Office
AQMP	Aggregate Quality Monitoring Program
CAR	Corrective Action Report
CCRL	Concrete and Cement Reference Laboratory
CE&I	Construction Engineering and Inspection
CFR	Code of Federal Regulations
MTD	Materials and Tests Division
CMEC	Construction Materials Engineering Council
FHWA	Federal Highway Administration
HMA	Hot-Mix Asphalt
HMAC	Hot-Mix Asphalt Center
IA	Independent Assurance
L-A-B	Laboratory Accreditation Bureau
MPL	Material Producer List
QAP	Quality Assurance Program
QAT	Quality Assurance Test
QC	Quality Control
SM	SiteManager
TXAPA	Texas Asphalt Pavement Association
TxDOT	Texas Department of Transportation

Abuse—Careless or deliberate deviation from testing procedures or specifications.

Acceptance Program—All factors that comprise TxDOT's program to determine the quality of the product as specified in the contract requirements. These factors include verification sampling, testing, and inspection and may include results of QC sampling and testing.

Accredited Laboratories—Laboratories that are recognized by a formal accrediting body as meeting quality system requirements including demonstrated competence to perform standard test procedures.

Breach of Trust—Violation of the trust placed in the certified technician including, but not limited to, acts such as: falsification of records; being aware of improprieties in sampling, testing, or production by others and not reporting them to appropriate supervisors involved in the project; re-sampling or retesting without awareness and consent of appropriate supervisors involved in the project; and manipulating compensation or production.

Certified Technician—A technician certified by some agency as proficient in performing certain duties.

Independent Assurance (IA) Program—Activities that are an unbiased and independent evaluation of all the sampling and testing procedures, equipment, and personnel qualifications used in the acceptance program.

Material Producer List (MPL)—TxDOT-approved products and materials from various manufacturers and producers are located at:
http://www.txdot.gov/business/resources/producer-list.html

Neglect—Unintentional deviations from testing procedures or specifications.

Proficiency Samples—Homogenous samples that are distributed and tested by 2 or more laboratories or personnel. The test results are compared to assure that the laboratories or personnel are obtaining the same results.

Qualified Laboratories—Laboratories that are capable as defined by appropriate programs established by TxDOT. As a minimum, the qualification program must include provisions for checking testing equipment, and the laboratory must keep records of calibration checks.

Qualified Sampling and Testing Personnel—Personnel who are capable as defined by appropriate programs established by TxDOT.

Quality Assurance (QA)—All planned and systematic actions necessary to provide confidence that a product or service will satisfy given requirements for quality.

Quality Control (QC)—All Contractor operational techniques and activities performed or conducted to fulfill the contract requirements.

TxDOT Standard Specifications—the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the Texas Department of Transportation, including all revisions thereto applicable on the effective date of the contract documents.

Verification Sampling and Testing—Sampling and testing performed to verify the quality of the product.

Appendix B
Test Methods for Split or Proficiency Evaluation

After observation and qualification, each qualified technician is required to participate annually in one proficiency or split sample test for each test method requiring independent assurance. Split sample test results must compare to the independent assurance test results below. Proficiency sample test results must be within ±2 standard deviations of the proficiency sample mean.

Laboratory Testing Procedures and Tolerance Limits

Test Procedure	Description	Tolerance
Tex-104-E	Liquid Limit of Soils	15% of mean[1]
Tex-105-E	Plastic Limit of Soils	15% of mean[1]
Tex-106-E	Plasticity Index of Soils	20% of mean[1]
Tex-107-E	Bar Linear Shrinkage of Soils	± 2%
Tex-110-E	Particle Size Analysis of Soils, Part I	> No. 4 sieve: ± 5% points
		≤ No. 4 sieve: ± 3% points
Tex-113-E	Moisture-Density Relationship of Base Materials	Density ± 2.0 PCF
		Moisture Content ± 0.5%
Tex-117-E	Triaxial Compression for Disturbed Soils and Base Materials, Part II	Strength ± 15 psi
		Moisture Content ± 0.5%
Tex-200-F	Asphaltic Concrete Combined Aggregate	>5/8" sieve: ± 5.0% points (individual % retained)
		≤5/8" sieve–No. 200: ± 3.0% (individual % retained)
		Passing No. 200: ± 1.6% points
Tex-206-F	Compacting Test Specimens of Bituminous Mixtures	± 1.0% laboratory-molded density in accordance with Tex-207-F
Tex-207-F	Determining Density of Compacted Bituminous Mixtures	Laboratory-Molded Density: ± 1.0%
		Laboratory-Molded Bulk Specific Gravity: ± 0.020
		In-place air voids (cores): ± 1.0%
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	± 0.020
Tex-236-F	Asphalt Content of Asphalt Paving Mixtures by the Ignition Method	± 0.3%

Test Procedure	Description	Tolerance
Tex-241-F	Compacting Bituminous Specimens Using the Superpave Gyratory Compactor (SGC)	± 1.0% laboratory-molded density in accordance with Tex-207-F
Tex-418-A	Compressive Strength of Cylindrical Concrete Specimens	17% of mean[1] (4 × 8" specimen)
		14% of mean[1] (6 × 12" specimen)

1. The difference between compared test results must not exceed the indicated percentage of the mean of the compared test results, where the mean is the average of the two test results.

EXAMPLE: Plasticity Index

Tolerance = 20% of the mean

Technician test value	18
IA technician test value	22
Mean	20
20% difference	4

Both values are within 20% of the mean.

Appendix C
IA Annual Report

{Date}

Thomas L. Smith
Independent Assurance Program Manager
Materials and Tests Division (MTD)
Texas Department of Transportation
125 East 11th Street
Austin, TX 78701

RE: Annual Report of Independent Assurance (IA) Program Results – {Project Name}

Dear Mr. Smith:

In accordance with the requirements set forth in the TxDOT Quality Assurance Program for Design-Bid-Build Projects, the information below summarizes the results of system approach independent assurance (IA) testing conducted by our firm on the {Project Name} project for calendar year {XXXX}.

Independent Assurance Program Results – {Year}	
IA Activities	**{Project Name}**
1. Number of personnel evaluated under system approach.	
2. Number of IA evaluations meeting tolerance.	
3. Number of IA evaluations not meeting tolerance.	
4. Corrective actions:	

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

Appendix D
Materials Certification Example Letter for Projects with Federal Oversight

{Date}

Al Alonzi
FHWA Texas Division Administration
FHWA Texas Division Office
300 East 8th Street
Austin, TX 78701

RE: Materials Certification Letter

Project: SH Contract No.:
CSJ:
HWY:
County:
Federal-Aid Project No.:

Dear Mr. Alonzi:

This letter is to certify:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and in the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications.

Both the Acceptance and Verification results were evaluated by an independent assurance sampling and testing program, the results of which were submitted to FHWA by the department in the Annual Report of Independent Assurance Program Results and independent of this materials certification.

☐ Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet).
☐ There are no exceptions to the plans and specifications on this project.

Sincerely,
{TxDOT District Area Engineer or Director of Construction), P.E.
{Title}

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

Appendix E
Materials Certification Example Letter for Projects with Non-Federal Oversight

{Date}

{TxDOT District Engineer}
{Title}

RE: Materials Certification Letter

Project: SH Contract No.:
CSJ:
HWY:
County:

Dear Mr. {District Engineer}:

This letter is to certify:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and in the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications.

Both the Acceptance and Verification results were evaluated by an independent assurance sampling and testing program, the results of which were submitted to MTD in the Annual Report of Independent Assurance Program Results and independent of this materials certification.

☐ Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet).
☐ There are no exceptions to the plans and specifications on this project.

Sincerely,
{TxDOT District Area Engineer or Director of Construction}, P.E.
{Title}

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

Appendix F
Archived Versions

The following archived versions of this document are available.

- Effective January 2016–April 2018:
  ftp://ftp.dot.state.tx.us/pub/txdot-info/cst/qap_dbb_0116.pdf

GUIDE SCHEDULE OF SAMPLING & TESTING FOR DESIGN BID-BUILD (DBB) PROJECTS - (DBB Guide Schedule)

JUNE 28, 2019

Texas Department of Transportation

Using the Guide Schedule

Research of sampling and testing rates, listed for project tests in the following Guide Schedule, show that the Department's and the Contractor's risk of either rejecting "good" material or accepting "bad" material range from 20% to 40%.

To reduce this risk, we recommend that the sampling rate be increased during initial production. A four-fold increase in testing frequency will generally reduce risk to approximately 5%. The intent of increasing testing, at the start of production, is to insure the Contractor's processes are in control and to establish acceptability requirements early.

There is a need to increase the frequency of testing for high-variability materials and when testing results do not meet specifications. The Engineer may require the Contractor to reimburse the Department for costs resulting from failing test results, in accordance with the specifications.

Materials incorporated in TxDOT projects are subjected to various quality assurance procedures such as testing (as outlined in this document), certification, quality monitoring, approved lists, etc. The Engineer and testing staff should familiarize themselves with materials to be used before work begins by reviewing the specifications and this document. Discuss material testing requirements with the Contractor.

Other testing required by the specifications, but not shown in the DBB Guide Schedule, should be performed at a frequency necessary to provide adequate confidence that materials meet specifications.

NOTE–The TxDOT District Area Engineer or Director of Construction must submit a "Materials Certification Letter" at final acceptance of the project. The intent of this letter is to ensure that the quality of all materials incorporated into the project is in conformance with the plans and specifications, thus ensuring a service life equivalent to the design life. Any material represented by an acceptance test, that does not meet the criteria contained in the plans and specifications, is considered an exception. Exceptions must be listed in the materials certification letter. For projects with federal oversight, submit the materials certification letter (See Appendix D of DBB QAP) to the FHWA division administrator, with a copy to the Materials and Tests Division (MTD). For non-federal oversight projects, submit the material certification letter (Appendix E of DBB QAP) to the TxDOT District Engineer, with a copy to MTD. Refer to section 4.1 of the "Quality Assurance Program for Design-Bid-Build Projects" (DBB QAP).

Assuring the quality of the product and proper incorporation of materials into the project begins with proper sampling practices. Sampling, testing, and construction inspection must be performed collaboratively to assure the specific attributes of the finished product reflect quality workmanship. Sampling guidance for hot-mix asphalt is contained in Tex-225-F, "Random Selection of Bituminous Mixture Samples," and the respective specification for that material. All remaining materials are covered by method and materials specifications, to which the following applies.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for **minimum** sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows:

- Soils/flexible base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed.
- Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
- Concrete (structural and miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Tests for slump, air, and temperature should be done often to ensure the consistent control of the concrete production (not applicable to miscellaneous concrete).

This Guide Schedule is applicable to all contracts associated with the 2014 Standard Specifications.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
EMBANKMENT (CUTS & FILLS)	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or project site (B)	Materials with PI ≤ 15: 10,000 CY	For Type A embankment or when required by the plans. This test may be waived for embankment cuts as directed by the Engineer. Determine a new liquid limit and plasticity index for each different material or notable change in material. Sample in accordance with Tex-100-E.
	Plasticity Index (A)	Tex-106-E		Materials with PI > 15: 5,000 CY	
	Gradation	Tex-110-E		Each 10,000 CY	When shown on plans. This test may be waived for embankment cuts, as directed by the Engineer. Sample in accordance with Tex-100-E.
	Moisture/Density	Tex-114-E		As directed by the Engineer	Not required for ordinary compaction. Determine a new optimum moisture and maximum density for each different material or notable change in material. Sample in accordance with Tex-100-E.
	In-place Density (A)	Tex-115-E	As directed by the Engineer	Fill: each 5,000 CY min. 1 per lift.	Not required for ordinary compaction. Determine a new optimum moisture and maximum density according to Tex-114-E for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.
				Cut: each 6,000 LF	
RETAINING WALL (NON-SELECT BACKFILL)	As shown above for Embankment (Cuts and Fills)		As shown above for Embankment (Cuts and Fills)	As shown above for Embankment (Cuts and Fills)	Sample in accordance with Tex-100-E.
RETAINING WALL (SELECT BACKFILL)	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	Required only for Type CS backfill. Test the fraction of material finer than the No. 200 sieve. Sample in accordance with Tex-400-E.
	Gradation	Tex-110-E			Required only for Drainage Aggregate. Sample in accordance with Tex-400-A.
		Tex-401-A			Required only for Select Backfill. Sample in accordance with Tex-400-A.
	Resistivity (A)	Tex-129-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	For material with resistivity between 1,500 and 3,000 ohm-cm, determine chloride and sulfate content, as specified in Item 423. Sample in accordance with Tex-400-A.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
RETAINING WALL (SELECT BACKFILL) (continued)	pH (A)	Tex-128-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Magnesium Soundness	Tex-411-A	During stockpiling operations, or from completed stockpile	1 per source, per project	Test when backfill sources appear to contain particles such as shale, caliche, or other soft, poor-durability particles. Sample in accordance with Tex-400-A.
	Micro-Deval	Tex-461-A	During stockpiling operations, or from completed stockpile	1 per source, per project	May be used as an alternate to the magnesium soundness only when the % loss from the micro-deval is not greater than 20%. When the % loss from the micro-deval is greater than 20%, the magnesium soundness governs aggregate verification. Sample in accordance with Tex-400-A.
	In-place Density (A)	Tex-115-E	As directed by the Engineer.	1 per backfill lift, per wall	Not required for rock backfill. For walls greater than 500 ft. in length, perform one test per lift for every 500 ft. in length. (F) Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E for each different material or notable change in material and adjust the density accordingly.
UNTREATED BASE COURSES	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	
	Gradation (A)	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Moisture/Density	Tex-113-E	From completed stockpile at the source (E)	Each 20,000 CY	Not required for ordinary compaction. Sample in accordance with Tex-400-A.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
UNTREATED BASE COURSES (Continued)		Wet Ball Mill (A)	Tex-116-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. Sample in accordance with Tex-400-A.
		Strength (A)	Tex-117-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY. Sample in accordance with Tex-400-A.
		In-place Density (A)	Tex-115-E	As directed by the Engineer	Each 3,000 CY, min. 1 per lift	Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.
		Thickness (A)	Tex-140-E	As directed by the Engineer	Each 3,000 CY	Not required where survey grade control documents are compliant.
		Ride Quality (A)	Tex-1001-S Surface Test, Type B	Final riding surface of travel lanes		This applies to the final travel lanes that receive a 1- or 2-course surface treatment for the final surface, unless otherwise shown on the plans.
TREATED SUBGRADE AND BASE COURSES	SUBGRADE BEFORE TREATMENT	Organic Content	Tex-148-E	As directed by the Engineer	1 per project, per source or as directed by the Engineer	Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. Sample in accordance with Tex-100-E.
		Sulfate Content	Tex-145-E	As directed by the Engineer	1 per 500 feet or 5,000 CY	Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. Sample in accordance with Tex-100-E.
	NEW BASE MATERIAL	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	When central mix site or plant is used, windrow sampling may be waived. Sample in accordance with Tex-400-A.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

				PROJECT TESTS		
MATERIAL OR PRODUCT		**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (D)**	**FREQUENCY OF SAMPLING (F)**	**REMARKS**
TREATED SUBGRADE AND BASE COURSES (Continued)	NEW BASE MATERIAL (Continued)	Plasticity Index **(A)**	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow **(B)**	Each 5,000 CY	
		Gradation **(A)**	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow **(B)**	Each 5,000 CY	Sample in accordance with Tex-400-A.
		Wet Ball Mill **(A)**	Tex-116-E	From completed stockpile at the source **(E)**	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. Sample in accordance with Tex-400-A.
		Strength **(A)**	Tex-117-E	From completed stockpile at the source **(E)**	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY.
	LIME	Compliance with DMS-6350	Tex-600-J	During delivery to project	Commercial Lime Slurry: each 200 tons of lime Carbide Lime Slurry: each 100 tons of lime	Sample in accordance with Tex-600-J. Verify the source is listed on the current Material Producer List for Lime. Only materials appearing on the Material Producer List will be accepted. Sample frequency for Carbide Lime Slurry may be increased as directed by the Engineer. For Hydrated Lime and Quick Lime, project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice.
	CEMENT	Compliance with DMS-4600		Railroad car, truck, or cement bins		Verify the source is listed on the current Material Producer List for Cement. If not, sample and test in accordance with DMS-4600. **(C)**
	FLY ASH MATERIAL	Compliance with DMS-4615		Project samples at location directed by the Engineer		Verify the source is listed on the current Material Producer List for Fly Ash. Only materials from MTD approved sources appearing on the Material Producer List for Fly Ash will be accepted. Project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice. **(C)**

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
TREATED SUBGRADE AND BASE COURSES (Continued)	COMPLETE MIXTURE	Pulverization Gradation	Tex-101-E, Part III	Roadway, after pulverization and mixing	As necessary for control	At the beginning of the project, one test must be made for each 4,500 CY or 6,000 tons until the Engineer is satisfied that acceptable pulverization results are being obtained. Sample in accordance with Tex-100-E.
		Moisture/Density Curve and Strength	Tex-120-E, Part II, or Tex-121-E, Part II	From roadway windrow after treatment (E)	Each 20,000 CY	Not required for ordinary compaction. Determine a new moisture/density curve for each different or notable change in material. Perform Tex-120-E, Part II, for Cement Treated Material, and Tex-121-E, Part II, for Lime, Lime-Fly Ash, or Fly Ash Treated Material. If Tex-120-E, Part I, Tex-121-E, Part I, or Tex-127-E is performed before the project, this test may be waived. Sample in accordance with Tex-100-E.
		Moisture/Density Curve and Strength	Tex-120-E, Part I, Tex-121-E, Part I, or Tex-127-E	From roadway before treatment	As necessary for control	Perform Tex-120-E, Part I, on cement treated material, and Tex-121-E, Part I, for lime-fly ash or fly ash treated material. Verifies the field strength by comparing results from the mix design. Performed at the direction of the Engineer and when notable change in material, as described above for Part II of the test procedures. Sample in accordance with Tex-100-E.
		In-place Density (A)	Tex-115-E	As directed by the Engineer	Each 3,000 CY, min 1 per lift	Determine the appropriate moisture/density curve for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Stabilizers and materials such as RAP, gypsum, and iron ore tend to bias the counts for nuclear density gauges.
		Thickness (A)	Tex-140-E	As directed by the Engineer	Each 3,000 CY	Not required where survey grade control documents are used for compliance.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
RECLAIMED ASPHALT PAVEMENT (RAP), CRUSHED CONCRETE, and RECYCLED MATERIALS	Sulfate Content	Tex-145-E	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete. Not required for RAP. Sample in accordance with Tex-400-A.
	Deleterious Material	Tex-413-A		Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete. Sample in accordance with Tex-400-A.
	Decantation	Tex-406-A	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished RAP. Sample in accordance with Tex-400-A.

TABLE I – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager (SM), in the remarks field, and on the end of the Project Materials Certification Letter.
B	Engineer will select any of these locations or any combinations thereof with the provision that the initial sample will be obtained from the completed stockpile at the source and at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Soils/Flexible Base: For gradation, liquid limit, and plastic limit, vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed. • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
E	The Engineer will sample from the completed stockpile at the source and test before placement.
F	Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IA – ASPHALT TREATED BASE (Plant Mix)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or before mixing	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or before mixing	Each 5,000 CY	
	Wet Ball Mill (A)	Tex-116-E	During stockpiling operations, from completed stockpile, or before mixing	1 per project, per source	Sample in accordance with Tex-400-A. (B)
LIME	Compliance with DMS-6350		During delivery to the project	Hydrated Lime: 1 per project Commercial Lime Slurry: each 200 tons of lime (D) Carbide Lime Slurry: each 100 tons of lime (D) Quick Lime: 1 per project	On projects requiring less than 50 tons, material from MTD approved sources may be accepted on the basis of Producer's Certification without sampling.
RECLAIMED ASPHALT PAVEMENT (RAP), and RECYCLED AGGREGATE	Decantation	Tex-406-A, Part I	During stockpiling operations, from completed stockpile, or before mixing	Each 10,000 CY	Sample in accordance with Tex-400-A.
RECYCLED ASPHALT SHINGLES (RAS)	Decantation	Tex-217-F,Part III	During stockpiling operations, from completed stockpile, or before mixing	Each 10,000 CY	Sample in accordance with Tex-400-A.
ASPHALT BINDER	Compliance with Item 300		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SiteManager (SM) Assistant. The Engineer must associate one QM sample per project in SM.

This is a guide for minimum sampling and testing.
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TABLE IA – ASPHALT TREATED BASE (Plant Mix)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
TACK COAT	Compliance with Item 300		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample per project in SM.
COMPLETE MIXTURE	Gradation **(A)**	Tex-200-F, Part I	Plant Mix (C)	20,000 CY (25,000 tons)	Sample in accordance with Tex-222-F. Determine the gradation of the aggregate from the complete mixture tested in accordance with Tex-236-F.
	Laboratory Density **(A)**	Tex-126-E	Plant Mix **(C)**	20,000 CY (25,000 tons)	Sample in accordance with Tex-222-F.
	Percent Asphalt **(A)**	Tex-236-F	Plant Mix **(C)**	Each 1,500 CY (2,000 tons) or days production	Determine an asphalt content correction factor for ignition oven at a minimum of one per project. Sample in accordance with Tex-222-F.
	Indirect Tensile Strength – Dry	Tex-226-F	Plant Mix	1 per project, per design	Sample in accordance with Tex-222-F.
	Moisture Susceptibility	Tex-530-C	As directed by the Engineer	1 per project, per design	This test may be waived, when shown on the plans. Sample in accordance with Tex-222-F.
ROADWAY	In-Place Air Voids **(A)**	Tex-207-F	Roadway cores, as directed by the Engineer **(C, D)**	Each 3,000 CY, min 1 per lift	Not required for ordinary compaction or when air void requirements are waived. Sample in accordance with Tex-222-F.
	Ride Quality	Tex-1001-S Surface Test, Type A	On Finished Surface		Unless otherwise shown on the plans.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
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TABLE IA – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager (SM), in the remarks field, and on the end of the Project Materials Certification Letter.
B	Engineer will select any of these locations or any combinations thereof with the provision that at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
C	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Soils/Flexible Base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed. • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

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TABLE II – SEAL COAT					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE	Gradation (A)	Tex-200-F, Part I	Stockpile (At source or at point of delivery)	Each 1,000 CY	Rate may be reduced to each 2,000 CY if the Engineer approves a contractor quality control plan. Sample in accordance with Tex-221-F.
	L. A. Abrasion (A)	Tex-410-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. (B)
	Magnesium Soundness (A)	Tex-411-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. (B)
	Surface Aggregate Classification (A)	Tex-612-J, Tex-411-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. (B)
	Pressure Slake (A)	Tex-431-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Freeze Thaw (A)	Tex-432-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Unit Weight	Tex-404-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	24 hr. Water Absorption (A)	Tex-433-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Crushed Face Count	Tex-460-A, Part I	Stockpile	1 per 20,000 CY	Only required for crushed gravel. Sample in accordance with Tex-221-F.
	Deleterious Material (A)	Tex-217-F, Part I	Stockpile	1 per 10,000 CY	Not required for lightweight aggregate. Sample in accordance with Tex-221-F.
	Decantation (A)	Tex-406-A	Stockpile	1 per 10,000 CY	Sample in accordance with Tex-221-F.
	Flakiness Index	Tex-224-F	Stockpile	Frequency as directed by the Engineer	Sample in accordance with Tex-221-F.

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TABLE II – SEAL COAT					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE (Continued)	Micro Deval	Tex-461-A	Stockpile	1 per project or as necessary for control	Compare result to published value listed on the current Material Producer List for BRSQC. Submit sample to MTD for Soundness and L.A. Abrasion testing when results differ by more than 3% points, unless otherwise directed by the Engineer. Sample in accordance with Tex-221-F.
	White Rock Count	Tex-220-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when MTD provides inspection at the plant. Sample in accordance with Tex-221-F.
	Naturally Impregnated Bitumen Content	Tex-236-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when MTD provides inspection at the plant. Sample in accordance with Tex-221-F.
PRECOATED AGGREGATE	Asphalt Content	Tex-210-F	Stockpile	Frequency as directed by the Engineer when a target value is specified	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample asphalt binder in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample per project in SM.

TABLE II – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
C	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation (B)	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Sieve Analysis (A) (B)	Tex-401-A		Each 1,000 CY of concrete (each source)	Test combined aggregate when used. Sample in accordance with Tex-400-A.
		Deleterious Materials (B)	Tex-413-A		1 per project or as necessary for control	Sample in accordance with Tex-400-A.
		Los Angeles Abrasion (A) (B)	Tex-410-A		One, each source	Verify the value of the source, as listed on the current Material Producer list for CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
		Magnesium Soundness (A) (B)	Tex-411-A		One, each source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. (C)
	FINE AGGREGATE	Sand Equivalent (B)	Tex-203-F	From stockpile at concrete plant	1 per project or as necessary for control	Test combined aggregate when used. Sample in accordance with Tex-400-A.
		Organic Impurities (B)	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis (A) (B)	Tex-401-A		Each 1,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Fineness Modulus (B)	Tex-402-A		1 per project or as necessary for control	Test combined aggregate when used. Test to confirm material variability when strength values are in question. Sample in accordance with Tex-400-A.
		Deleterious Material (B)	Tex-413-A		1 per project or as necessary for control	Test to confirm material variability when strength values are in question. Sample in accordance with Tex-400-A.

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MINERAL AGGREGATE (Continued)	FINE AGGREGATE (Continued)	Acid Insoluble Residue (A) (B)	Tex-612-J		Two, each source	Only for concrete subject to direct traffic. Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
SILICA FUME		Compliance with DMS-4630 (A)		Railroad car, truck, bags or silos	1 per project, per class of concrete (For each type and brand)	Provide MTD with one 4 x 8 concrete sample for silica fume dispersion verification. Verify the source is listed on the Material Producer List for Silica Fume. Sample in accordance with Tex-300-D.
METAKAOLIN		Compliance with DMS-4635 (A)		Railroad car, truck or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-300-D.
MIX DESIGN		Compliance with Standard Specification Item 421.4.A		At source (if not approved)	Min. 1 design per class, per source	Verify if cement, fly ash, slag cement, and chemical admixture sources are listed on the Material Producer Lists. If not, sample and submit to MTD for testing. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT). Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash.
JOINT MATERIAL		Compliance with DMS-6300				Verify the source is listed on the Material Producer List for Joint Sealers. If not, sample and test before use in accordance with DMS-6310. (C) Sample in accordance with Tex-500-C.
CURING COMPOUND		Compliance with DMS-4650		Sampled at jobsite; tested by MTD. See remarks.	When requested by MTD	Only products listed on the Material Producer List for Concrete Curing Compounds will be allowed. When sample is requested by MTD, sample in accordance with Tex-718-I. Ensure container has been agitated and mixed before sampling. (C)
EVAPORATION RETARDANTS		Compliance with DMS-4650				Only products listed on the Material Producer list for Evaporation Retardants will be allowed. (C)
REINFORCING STEEL		Compliance with the Std. Specifications & Spec. Provisions	As Specified			Only materials from MTD approved sources listed on the Material Producer Lists for Reinforcing Steel Mills and Seven Wire Steel Strand will be allowed. (C)

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MECHANICAL COUPLERS	Compliance with DMS-4510	Tex-743-I	Sampled at jobsite; Tested by MTD	3 couplers per lot (500 couplers) for each type, model, bar size, and grade	Only materials from MTD approved sources listed on the Material Producer List for Mechanical Couplers will be allowed. **(C)**
LATEX	Compliance with DMS-4640 for concrete chemical admixtures				Verify the Latex is listed on the Material Producer List for Chemical Admixtures.
EPOXY	Compliance with DMS-6100, unless otherwise specified		Sampled at jobsite if not pre-approved by MTD.	1 per batch or shipment	Verify the source is listed on the Material Producer List for Epoxies and Adhesives. If not, sample and test before use in accordance with DMS-6100. Sample in accordance with Tex-734-I. **(C)**
CONCRETE	Compressive Strength **(A)**	Tex-418-A	At point of concrete placement	4 cylinders for each 60 CY per class, per day (For bridge railing and traffic railing, testing may be reduced to 4 cylinders per 180 CY per class regardless of days)	Sampling must be in accordance with Tex-407-A. Making additional cylinders for 56 day testing should be considered when slow strength gain mixtures are being used, or when the approved mix design has a history of failing to meet design strength at 28 days. Test two cylinders at 7 days, and if the average value is below the design strength, as defined in Item 421, Table 8, test the remaining 2 cylinders at 28 days, or 56 days if additional cylinder were not made. If the average value of the 2 cylinders tested at 7 days meets the minimum design strength, listed in Item 421, Table 8, the remaining cylinders are not required to be tested. If the average value of the 7 and 28 day cylinders are below the design strengths, and 56 day cylinders were made, test the remaining set at 56 days.
	Slump	Tex-415-A		1 test, per 4 strength specimens	Sample in accordance with Tex-407-A. Perform slump and temperature tests on the same load from which strength test specimens are made. Perform entrained air test only when entrained air concrete is specified on the plans. Check temperature of every load for bridge slabs and mass concrete placements. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Entrained Air **(A)**	Tex-416-A or Tex-414-A			
	Temperature of Concrete **(A)**	Tex-422-A			

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
CONCRETE (Continued)	Bridge Deck or Culvert Top Slab Thickness and Depth of Reinforcement	Tex-423-A, Part II	During dry run and during concrete placement (Bridge decks and direct traffic culverts)	1 per span	Min 6–Max 18 locations per span.

TABLE III – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	These Project Tests may be used for one or more projects being furnished concrete from the same plant during the same period.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed. • Concrete (structural): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Test often for slump, air, and temperature to ensure the consistent control of the concrete production.
E	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

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TABLE IV – HYDRAULIC CEMENT CONCRETE – NON-STRUCTURAL CONCRETE (Classes: A, B, or E)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (B)	FREQUENCY OF SAMPLING (C)	REMARKS
CONCRETE	Compressive Strength (A)	Tex-418-A	At point of concrete placement	2 cylinders per 180 CY, per class	Sampling must be in accordance with Tex-407-A. Strength will be determined by 7-day specimens.
MIX DESIGN	Compliance with the Standard Specification		At source if not approved	Min. 1 design per class, per source	Verify if cement, fly ash, slag cement, and chemical admixture sources are listed on the Material Producer Lists. If not, sample and submit to MTD for testing. Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).
SILICA FUME	Compliance with DMS-4630		Railroad car, truck, bags, or silos	1 test per project, per class (for each type and brand)	Sample in accordance with Tex-300-D. Provide MTD with one 4 x 8 concrete sample for silica fume dispersion verification. Verify the source is listed on the Material Producer List for Silica Fume.
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck, or silos	1 test per project, per class (for each type and brand)	Sample in accordance with Tex-300-D.

TABLE IV – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Concrete (miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled.
C	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
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TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Sieve Analysis (A)	Tex-401-A		As necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Deleterious Materials	Tex-413-A		Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		L.A. Abrasion (A)	Tex-410-A		One, each source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
		Magnesium Soundness (A)	Tex-411-A			
	FINE AGGREGATE	Sand Equivalent	Tex-203-F	From stockpile at concrete plant	Each 3,000 CY of concrete (Each source or combination of sources)	Sample in accordance with Tex-400-A. Test combined aggregate when used. At least one per week's production.
		Organic Impurities	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis (A)	Tex-401-A		As necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Fineness Modulus (B)	Tex-402-A			
		Deleterious Material (B)	Tex-413-A		Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Acid Insoluble (A)	Tex-612-J		1 per project, per source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
MIX DESIGN		Compliance with the Standard Specifications Item 421.4.A		At source, if not approved	Min. 1 design, per class, per source	Verify if cement, fly ash, ground granulated blast furnace slag, and admixture sources are listed on the Material Producer List. If not, sample and submit to MTD for testing. Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).
SILICA FUME		Compliance with DMS-4630		Railroad car, truck, bags, or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-300-D. Provide MTD with one 4 x 8 concrete sample for silica fume dispersion verification. Verify the source is listed on the Material Producer List for Silica Fume.

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TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck, or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-300-D.
JOINT MATERIAL	Compliance with DMS-6310		Sampled at jobsite if not sampled at source by MTD; tested by MTD. See remarks.	1 per batch or shipment	Sample in accordance with Tex-500-C. Sampling may be waived when the source is listed on the Material Producer List for Joint Sealers. **(C)**
CURING COMPOUND	Compliance with DMS-4650		Sampled at jobsite; tested by MTD. See remarks.	When requested by MTD	Only products listed on the Material Producer List for Concrete Curing Compounds will be allowed. When sample is requested by MTD, sample in accordance with Tex-718-I. Ensure container has been agitated and mixed before sampling. **(C)**
EVAPORATION RETARDANTS	Compliance with DMS-4650				Only products listed on the Material Producer List for Evaporation Retardants will be allowed. **(C)**
REINFORCING STEEL	Compliance with the Std. Specifications & Spec. Provisions	As Specified			Only materials from MTD approved sources listed on the Material Producer List for Reinforcing Steel Mills and Seven Wire Steel Strand will be accepted. **(C)**
MULTIPLE PIECE TIE BARS	Compliance with DMS-4515	Tex-712-I	Sampled at jobsite if not sampled at source by MTD; tested by MTD. See remarks.	Refer to Tex-711-I for sampling rates	Only materials from MTD approved sources listed on the Material Producer List for Multiple Piece Tie-bars for Concrete Pavements will be allowed. Sample in accordance with Tex-711-I.
EPOXY	Compliance with DMS-6100		Sampled at jobsite if not pre-approved by MTD. See remarks.	1 batch per shipment	Verify the source is listed on the Material Producer List for Epoxies and Adhesives. If not, sample and test before use in accordance with DMS-6100. Sample in accordance with Tex-734-I. **(C)**
CONCRETE	Strength **(A) (B)**	Tex-448-A or Tex-418-A	At point of concrete placement	2 cylinders for every 10 contractor job control tests	Sample in accordance with Tex-407-A. When the contract requires the project testing to be by the Engineer, the frequency and job control testing will be in accordance with the item of work. Split sample verification testing used when contractor performs job control testing. When job control testing by the contractor is waived by the plans, the frequency of sampling will be one test (2 specimens) for each 3,000 SY of concrete or fraction thereof or per day and split sample verification testing will be waived. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.

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TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
CONCRETE (Continued)	Slump	Tex-415-A	At time and location strength specimens are made	1 test for every 10 contractor job control tests.	Sample in accordance with Tex-407-A. Slump is not required for slip-formed pavement. Perform slump and temperature tests on the same load from which the strength specimens are made. Perform entrained air test only when entrained air concrete is specified on the plans. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Entrained Air (A)	Tex-416-A or Tex-414-A			
	Temperature	Tex-422-A			
	Pavement Texture	Tex-436-A	Final Riding Surface of travel lanes	1 per day, per driving lane	Perform when carpet drag is the only surface texture required on the plans.
	Thickness	Tex-423-A, Part I	Center of paving machine	Every 500 feet	Methods other than Tex-423-A may be shown on the plans.
	Ride Quality (A)	Tex-1001-S Surface Test, Type B	Final riding surface of travel lanes		Engineer may verify contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.

TABLE V – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	When a project test does not meet the specified strength requirements and a reduced pay factor is assigned, document the analysis on the Letter of Certification of Materials Used.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VI – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347 and 348) (All testing as noted in Table VI may be waived for exempt production as defined by specification.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (C)
	Magnesium Soundness (A)	Tex-411-A			
	Surface Aggregate Classification (A)	Tex-499-A		1 per project, per source	
	Micro Deval	Tex-461-A		1 per project, per aggregate source	Not required when the Rated Source Soundness Magnesium loss is 15 or less as listed on the current published BRSQC. If testing is required, sample in accordance with Tex-221-F.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per project, per source, per design	Does not apply to Item 342. Sample in accordance with Tex-221-F. The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder at hot- mix plant in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VI – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347 and 348)
(All testing as noted in Table VI may be waived for exempt production as defined by specification.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min 1 design, per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted on individual materials, as necessary, for control.
COMPLETE MIXTURE	Asphalt Content (A)	Tex-236-F	Engineer Truck Sample (D)	Minimum 1 per Lot	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project. When Tex-236-F does not yield reliable results, use alternative methods for determining asphalt content, such as, Tex-210-F (ASTM D2172/AASHTO T164) and Tex-228-F (ASTM D4125/AASHTO T287).
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck Sample Plant Produced (D)	1 per Sublot	Sample in accordance with Tex-222-F. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #. Does not apply to Items 342 and 348.
	Gradation (A)	Tex-200-F	Engineer Truck Sample (D)	Minimum 1, per 12 Sublots (E)	Sample in accordance with Tex-222-F. Determine correction factors for ignition oven using Tex-236-F at a minimum of one per project.
	Moisture Susceptibility	Tex-530-C	Truck Sample	1 per project	Sample in accordance with Tex-222-F, unless waived by the Engineer.
	Indirect Tensile Strength – Dry	Tex-226-F			Sample in accordance with Tex-222-F, unless waived by the Engineer. Does not apply to Items 342, 346, 347, and 348.
	Moisture Content	Tex-212-F, Part II	Engineer Truck Sample		Sample in accordance with Tex-222-F.
	Lab Molded Density (A)	Tex-207-F, Part I, VI, VIII	Truck Sample (D)	1 per Sublot 1 per Lot for Item 347	Sample in accordance with Tex-222-F. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Drain Down Test (A)	Tex-235-F	Engineer Truck Sample	1 per 12 Sublots	Sample in accordance with Tex-222-F. Not required for Items 341, 344, and 347.
	Hamburg Wheel Test (A)	Tex-242-F	Engineer Truck Sample	1 per project	Sample in accordance with Tex-222-F. Sample during production. Does not apply to Item 348 PFC-C, PFCR-C, and Thin Bonded Wearing Course –All Types.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VI – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347 and 348) (All testing as noted in Table VI may be waived for exempt production as defined by specification.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
COMPLETE MIXTURE (Continued)	Cantabro Loss (A)	Tex-245-F	Engineer Truck Sample	1 per project	Sample in accordance with Tex-222-F. Sample during production. Does not apply to items 341, 344, 346, and 347.
	Overlay Test (A)	Tex-248-F	Engineer Truck Sample	1 per project	Sample in accordance with Tex-222-F. Does not apply to Items 341, 344, and 348 PFC-C, PFCR-C, and Thin Bonded Wearing Course –All Types.
ROADWAY	In-Place Air Voids (A)	Tex-207-F, Part I, VI, VIII	Roadway (D)	2 cores per Sublot	Two cores taken per Sublot and averaged. Sample in accordance with Tex-222-F. Does not apply to Items 342, 347, and 348.
	Segregation Profile (A)	Tex-207-F, Part V	Roadway	1 per project	Not required when Contractor uses thermal imaging system. Does not apply to Items 342, 347, and 348.
	Joint Density (A)	Tex-207-F, Part VII	Roadway	1 per project	
	Thermal Profile	Tex-244-F	Immediately behind paver	1 per project	Not required when Contractor uses thermal imaging system.
	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes	1 per project	Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results for surface test Type A are not required to be reported.
	Permeability	Tex-246-F	Roadway	1 per project	Permeability is encouraged to use with items 342 and 348. Only applies to Item 347.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by MTD		Sampling must be in accordance with Tex-735-I. Verify the source is listed on the current Material Producer List for Silt Fence, Filter Fabric, and Fabric Underseals. If not, sample and test before use in accordance with DMS-6220.

TABLE VI – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."
E	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VII – HOT-MIX ASPHALT PAVEMENT (Items 334) (Refer to DMS-9210, "Limestone Rock Asphalt (LRA)," for testing requirements for Item 330.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design) (F)	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (D)
	Magnesium Soundness (A)	Tex-411-A			
	Micro Deval	Tex-461-A			Sample in accordance with Tex-221-F. Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Surface Aggregate Classification (A)	Tex-499-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. SiteManager Quality Monitoring test documentation is accomplished by attaching an approved mix design.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per project, per source	Sample in accordance with Tex-221-F. The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 (A) (C)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VII – HOT-MIX ASPHALT PAVEMENT (Items 334)
(Refer to DMS-9210, "Limestone Rock Asphalt (LRA)," for testing requirements for Item 330.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design) (F)	REMARKS
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted in individual materials as necessary for control.
COMPLETE MIXTURE	Asphalt Content (A)	Tex-236-F	Engineer Truck Sample (E)	Minimum of 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck Sample Plant Produced (E)	1 per 5,000 tons	Sample in accordance with Tex-222-F.
	Gradation (A)	Tex-236-F	Truck Sample	Minimum 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
	Moisture Content	Tex-212-F, Part II	Truck Sample	1 per 5,000 tons	Sample in accordance with Tex-222-F. Performed by MTD at the point of production for payment calculations.
	Hydrocarbon-Volatile Content	Tex-213-F		1 per 5,000 tons	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
	Lab Molded Density (A)	Tex-207-F		1 per 5,000 tons	Sample in accordance with Tex-222-F.
	Hveem Stability (A)	Tex-208-F		1 per 5,000 tons	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
ROADWAY	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.

This is a guide for **minimum** sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VII – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project.
C	Or as called for in the Specifications.
D	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
E	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."
F	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII – HOT-MIX ASPHALT PAVEMENT (Item 340)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (C)
	Magnesium Soundness (A)	Tex-411-A			
	Micro Deval	Tex-461-A	Stockpile (B)	1 per project, per source	Sample in accordance with Tex-221-F. Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Surface Aggregate Classification (A)	Tex-499-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (C)
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per project, per design	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min. 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted in individual materials as necessary for control.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII – HOT-MIX ASPHALT PAVEMENT (Item 340)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY	REMARKS
COMPLETE MIXTURE	Asphalt Content	Tex-236-F	Truck Sample (D)	Minimum of 1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck Sample Plant Produced (D)	1 per day	Sample in accordance with Tex-222-F.
	Gradation (A)	Tex-236-F	Truck Sample	Minimum 1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Sample in accordance with Tex-222-F, unless waived by the Engineer.
	Indirect Tensile Strength – Dry	Tex-226-F		1 per project, per design	Sample in accordance with Tex-222-F, unless waived by the Engineer.
	Lab Molded Density (A)	Tex-207-F	Truck Sample	1 per day	Sample in accordance with Tex-222-F.
	Hamburg Wheel Tracker (A)	Tex-242-F		1 per project	Sample in accordance with Tex-222-F. Sample during production.
ROADWAY	Air Voids (A)	Tex-207-F	Selected by the Engineer (D)	1 per day (2 Cores)	Sample in accordance with Tex-222-F.
	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by MTD		Sample in accordance with Tex-735-I. Verify the source is listed on the current Material Producer List for Silt Fence, Filter Fabric, and Fabric Underseals. If not, sample and submit to MTD for testing before use in accordance with DMS-6220.

This is a guide for **minimum** sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

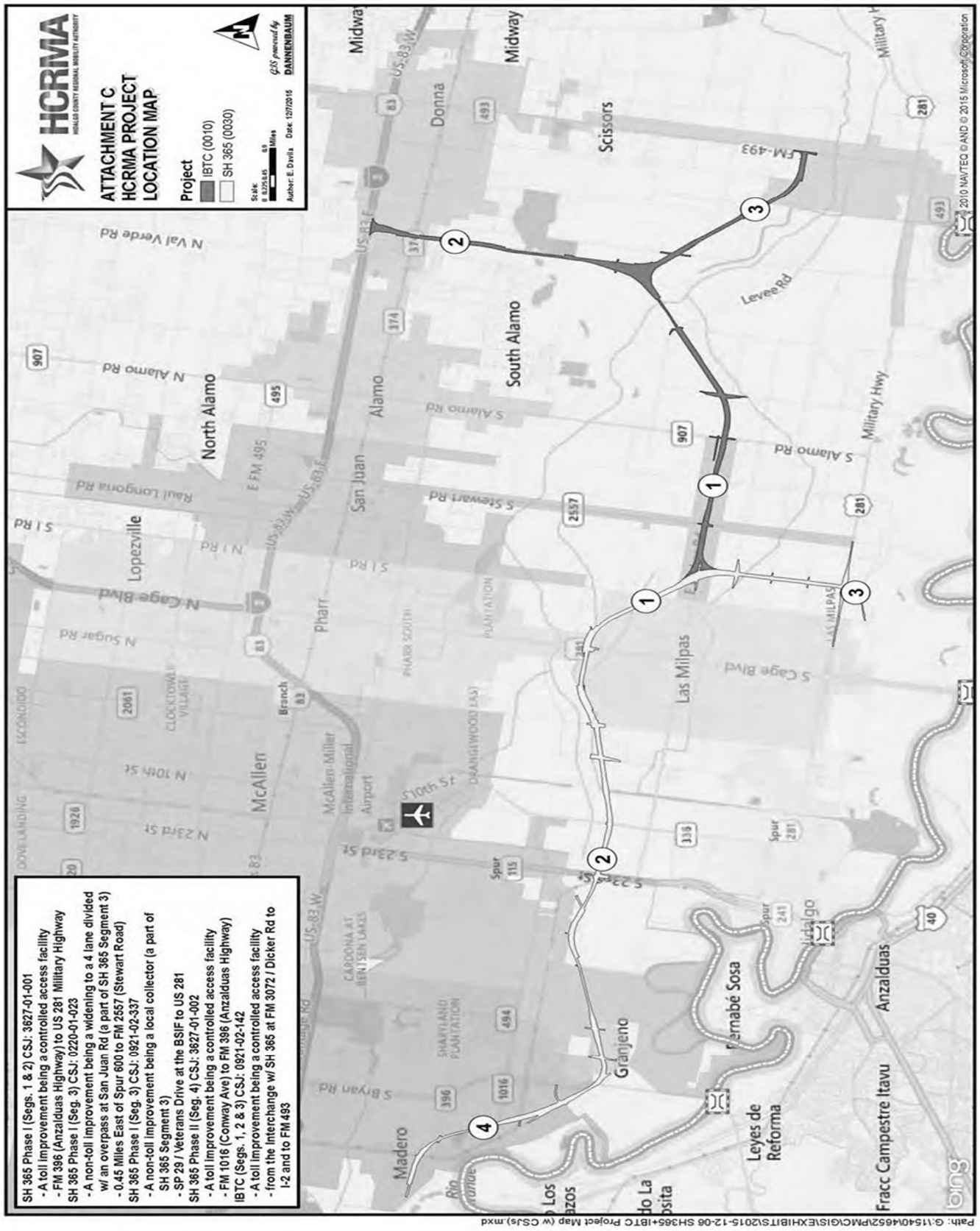
TABLE IX – MICROSURFACING (Item 350)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OF SAMPLING	FREQUENCY (Per Design)	REMARKS
AGGREGATE	Magnesium Soundness (A)	Tex-411-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing at 1 per project, per source. (C)
	Gradation	Tex-200-F, Part II		1 per project, per source	Sample in accordance with Tex-221-F.
	Crushed Face Count	Tex-460-A		1 per project, per source	Sample in accordance with Tex-221-F.
	Acid Insoluble (A)	Tex-612-J		1 per project, per source	Verify the value of the source, as listed on the current BRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-221-F. (C)
	Surface Aggregate Classification	Tex-499-A	Stockpile, or BRSQC (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing at 1 per project, per source. (C)
COMBINED BLEND	Sand Equivalent	Tex-203-F	Stockpile (B)	1 per project, per source	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IX – MICROSURFACING (Item 350)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OF SAMPLING	FREQUENCY (Per Design)	REMARKS
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min. 1 design per project	Submit to MTD for approval.
CEMENT	Compliance with DMS-4600				Verify the source is listed on the current Material Producer List for Cement. If not, sample and submit to MTD for testing before use in accordance with DMS-4600.
COMPLETE MIX	Asphalt Content	Tex-236-F	During production	1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Gradation	Tex-200-F, Part II Tex-236-F			Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven use at a minimum of one per project.

TABLE IX – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

Project Limits Exhibit



APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

I. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Title o(Modal Operating Administration),*** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program* ***requirements.[***

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds ofrace, color, or national origin. ***[Include Modal Operating Administration specific program requirements.]***

4. **Information and Repo11s:** The contractor will provide all information and reports required by the Acts,the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Title o(Modal Operating Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration),* as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Title o(Modal Operating Administration)*** may determine to be appropriate, including, but not limitedto:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respectto any subcontract or procurement as the Recipient or the ***(Title o(Modal Operating Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protectthe interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes andauthorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

North American Industry Classification System (NAICS) Work Codes
For Federally Funded Contracts

Texas Department of Transportation
Professional Engineering Procurement Services (PEPS) Division
Professional Services Contracts for Engineering, Surveying and Architecture
Pre-Certified Work Categories and North American Industry Classification System (NAICS) Work Codes for Federally Funded contracts

Work Category No.	Category Name	Applicable Disadvantaged Business Enterprise (DBE) NAICS Work Codes
1.1.1	Policy Planning	541330 or 541320
1.2.1	Systems Planning	541330
1.3.1	Subarea/Corridor Planning	541330
1.4.1	Land Planning/Engineering	541330
1.5.1	Feasibility Studies	541330
1.6.1	Major Investment Studies	541330
1.7.1	Traffic Demand Modeling	541330
1.8.1	Public Involvement	541820 or 541330
2.1.1	Traffic Noise Analysis	541330 or 541620
2.2.1	Air Quality Analysis	541330 or 541620
2.3.1	Wetland Delineation	541330 or 541620
2.3.2	Conditional/Functional Assessment	541330 or 541620
2.4.1	Nationwide Permit	541330 or 541620
2.4.2	Clean Water Act Sec. 404 Permits	541330 or 541620
2.4.3	U.S. Coast G. & U.S. Army Corps Of Engr. Permits	541330 or 541620
2.5.1	Geological Assessment for Edwards Aquifer Recharge Zone	541330 or 541360 or 541620
2.6.2	Impact Evaluation Assessments	541330 or 541620
2.6.4	Biological Evaluations/Assessments	541330 or 541620
2.7.1	Sec. 4(F)/6(F) Evaluations	541330 or 541620
2.7.2	Historic Sites Sec. 4(f) Evaluations	541330 or 541620 or 541310
2.10.1	Archaeological Surveys, Doc., Excavation, Testing Rpts	541330 or 541620
2.12.1	Socio-Economic and Environmental Justice Analysis	541330 or 541620
2.13.1	Hazardous Materials Initial Site Assessment	541330 or 541620
2.14.1	Environmental Document Preparation	541330 or 541620
2.15.1	Historical Research of Extant Bldgs, Struct, Landsc., & Obj.	541310 or 541620
2.15.2	Historical Surveys & Doc. of Bldgs, Struct, Landsc., & Obj.	541310 or 541620
3.2.1	Route Studies & Schematic Design	541330
4.2.1	Roadway Design	541330
4.4.1	Freeway Interchanges	541330
4.5.1	Constructability Review	541330
4.6.1	3-D Design Visualization Services	541330 or 541340
5.2.1	Bridge Design	541330
5.3.1	Multi-Level Interchange Design	541330
5.5.1	Bridge & Non-Bridge Class Culvert and Inlet Design	541330
6.1.1	Routine Bridge Inspection Team Leader	541330
6.1.2	Routine Bridge Inspection Project Manager	541330
6.2.1	Complex Bridge Inspection Team Leader	541330
6.2.2	Complex Bridge Inspection Project Manager	541330
6.3.1	Tunnel Inspection Team Leader	541330
6.3.2	Tunnel Inspection Project Manager	541330
6.4.1	Underwater Bridge Inspection Team Leader	541330
6.5.1	Non-Destructive Testing	541330 or 541380
7.1.1	Traffic Engineering Studies (Traffic Counting 541990)	541330
7.3.1	Traffic Signal Timing	541330
7.4.1	Traffic Control Systems Analysis, Design & Implementation	541330
7.5.1	Intelligent Transportation System	541330
8.1.1	Signing, Pavement Marking & Channelization	541330
8.2.1	Illumination	541330
8.3.1	Signalization	541330
8.4.1	ITS Control Systems Analysis, Design & Implementation	541330
8.6.1	Rail-Highway Design	541330

North American Industry Classification System (NAICS) Work Codes
For Federally Funded Contracts

Work Category No.	Category Name	Applicable Disadvantaged Business Enterprise (DBE) NAICS Work Codes
9.1.1	Bicycle & Pedestrian Facility Development	541330
10.1.1	Hydrologic Studies	541330
10.2.1	Roadway Hydraulic Design	541330
10.3.1	Bridge Hydraulic Design	541330
10.4.1	Storm Water Pump Station-Hydraulic Design	541330
10.4.2	Pump Stations-Electrical	541330
10.4.3	Pump Stations-Structures	541330
10.5.1	Bridge Scour Evaluations And Analysis	541330
10.6.1	Coastal Hydraulic Design	541330
10.7.1	Riverine Hydraulic Design	541330
10.8.1	FEMA Regulations and Permits	541330
11.1.1	Roadway Construction Management And Inspection	541330
11.2.1	Bridge Construction Management And Inspection	541330
11.3.1	Construction Superintendent	541330
11.4.1	Environmental Inspections	541330 or 541620
11.5.1	Construction Scheduling Project Manager	541330
11.6.1	Construction Schedule Support- General	541330
11.7.1	Construction Schedule Support- Relating to Scheduling of Roadway Design	541330
11.8.1	Construction Schedule Support- Relating to Construction Management of Projects Including Bridges or Multi-level Interchanges	541330
12.1.1	Asphaltic Concrete Production	541330 or 541380
12.1.2	Portland Cement Concrete	541330 or 541380
12.1.3	Materials Engineering	541330 or 541380
12.1.4	Asphaltic Concrete Placement	541330 or 541380
12.1.5	Portland Cement Concrete Placement	541330 or 541380
12.1.6	Embankment/Subgrade/Backfill/Base Production	541330 or 541380
12.1.7	Embankment/Subgrade/Backfill/Base Placement	541330 or 541380
12.2.1	Plant Inspection And Testing	541330 or 541380
12.3.1	Coatings Inspection and Material Testing Project Manager	541330 or 541380
12.3.2	Coatings Inspection and Material Testing Task Leader	541330 or 541380
14.1.1	Soil Exploration	541330 or 541380
14.2.1	Geotechnical Testing	541330 or 541380
14.3.1	Transportation Foundation Studies	541330 or 541380
14.4.1	Building Foundation Studies	541330 or 541380
14.5.1	Evaluation & Design of Geotechnical Related Structures	541330 or 541380
15.1.1	Right of Way Surveys	541370
15.2.1	Design Survey	541370
15.2.2	Construction Survey	541370
15.3.1	Aerial Photogrammetry	541370
15.3.2	Terrestrial Photogrammetry	541370
15.3.3	Terrestrial LiDAR	541370
15.3.4	Mobile and Airborne LiDAR	541370
15.3.5	Horizontal and Vertical Control	541370
15.5.1	State Land Surveying	541370
16.1.1	Architecture	541310
16.2.1	Building and Facilities Architecture	541310
16.3.1	Landscape Architecture	541320
17.1.1	Structural Engineering	541330
17.2.1	Mechanical Engineering	541330
17.3.1	Plumbing Engineering	541330
17.4.1	Electrical Engineering	541330
17.5.1	Civil Engineering	541330
17.6.1	Hazardous Building Materials Assessment (Asbestos)	541330 or 541620
17.6.2	Hazardous Building Materials Assessment (Lead)	541330 or 541620

North American Industry Classification System (NAICS) Work Codes
For Federally Funded Contracts

Work Category No.	Category Name	Applicable Disadvantaged Business Enterprise (DBE) NAICS Work Codes
18.2.1	Subsurface Utility Engineering	541330
18.3.1	Utility Adjustment Coordination	541330 or 541618
18.4.1	Utility Engineering	541330
18.5.1	Utility Construction Management and Verification	541330
18.6.1	Utility Management & Coordination Oversight	541330
19.1.1	Value Engineering	541330
Services used to support work done under the precertification work categories		
Support	Drilling and Coring Services (for Engineering services)	541330
Support	Boring, Core Drilling, Foundation Drilling, and Soil Test Drilling	238910
Support	Materials Testing (for Engineering services)	541330
Support	Materials Testing (for testing laboratories)	541380
Support	Traffic Control - Flagging	561990
Support	Traffic Control - Sign erection, highway, road, street or bridge	237310
Support	Traffic Counting	541330 or 541990
Non-listed categories (NLC)		
NLCs	NLC - for Engineering	541330
NLCs	NLC - for Materials Testing	541330 or 541380
NLCs	NLC - for Construction Record Keeper	541330
NLCs	NLC - for Non-engineering, Non-architecture, Non-surveying	To Be Determined

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-41

APPROVAL OF WORK AUTHORIZATION 1 WITH RABA KISTNER, INC. FOR CONSTRUCTION MATERIAL TESTING IN THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 26th day of October, 2021, by the Board of Directors of the HidalgoCounty 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 the Authority finds it necessary to approve Resolution 2021-40 Approval of Award of Contract by and between the Ra a Kistner, Inc. and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services; and

WHEREAS the Authority finds it necessary to approve Resolution 2021-41 Approval of Work Authorization 1 to the Professional Service Agreement with Ra a Kistner, Inc. for Construction Material Testing in the amount of $2,953,477.12 for the 365 Tollway Project.

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

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

Section 2. The Board hereby approves Work Authorization 1 to the Professional Service Agreement with Ra a Kistner, Inc. in the amount of $2,953,477.12 for the 365 Tollway Project, hereto attached as Exhibit A, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization 1 with Ra a Kistner, Inc., as approved by the Board.

*****

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 26th day of October 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Work Authorization 1
to the
Professional Service
Agreement with
Ra a Kistner, Inc.
For
Construction Material Testing Services

WORK AUTHORIZATION NO. 1
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 Raba Kistner, Inc. (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 C, E and F which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is $ 2,953,477.12 and the method of payment is unit cost/specified rate basis as set forth in Attachment E of the Agreement. This amount is based upon fees setforth 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 Dec. 13, 2025, 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 Construction Material Testing Services 365 Tollway Project / Segment 1 & 2.

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

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Gabriel Ornelas, Jr., PE, PMP,	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
Sr. Vice President & COO	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

SH 365 Phase I (Segs. 1 & 2) CSJ: 3627-01-001
- A toll improvement being a controlled access facility
- FM 396 (Anzalduas Highway) to US 281 Military Highway

SH 365 Phase I (Seg. 3) CSJ: 0220-01-023
- A non-toll improvement being a widening to a 4 lane divided w/ an overpass at San Juan Rd (a part of SH 365 Segment 3)
- 0.45 Miles East of Spur 600 to FM 2557 (Stewart Road)

SH 365 Phase I (Seg. 3) CSJ: 0921-02-337
- A non-toll improvement being a local collector (a part of SH 365 Segment 3)
- SP 29 / Veterans Drive at the BSIF to US 281

SH 365 Phase II (Seg. 4) CSJ: 3627-01-002
- A toll improvement being a controlled access facility
- FM 1016 (Conway Ave) to FM 396 (Anzalduas Highway)

IBTC (Segs. 1, 2 & 3) CSJ: 0921-02-142
- A toll improvement being a controlled access facility
- from the Interchange w/ SH 365 at FM 3072 / Dicker Rd to I-2 and to FM 493

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

EXHIBIT C
HCRMA PROJECT LOCATION MAP

Project

- IBTC (0010)
- SH 365 (0030)

Scale: 0 0.225 0.45 0.9 Miles

Author: E. Davila Date: 12/7/2015

GIS powered by DANNENBAUM

Path: G:\1540\4652\PMC\GIS\EXHIBITS\2015-12-06 SH365+IBTC Project Map (w CSJs).mxd

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ATTACHMENT C

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

APPLICABILITY:

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

ABBREVIATIONS, ABBREVIATIONS, and DEFINITIONS:

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

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
PROJECT DESCRIPTION

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

County/HCRMA: Hidalgo County

CSJ number: 0921-02-368

Project/Description: Provide construction materials testing to assure the materials incorporated into 6.38 miles of Segment 2 [From Anzalduas Highway east to McColl Road] on Phase II of 365 Toll highway construction project are subject to verification sampling and testing when required and meet project plans and specifications; and administering Quality Monitoring and Quality Assurance Program.

.

Length: 6.38 Miles (Approx)

Highway: 365TOLL (Segment 1)

Limits: From Anzalduas Highway east to McColl Road (See Location Map Attached)

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

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

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

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

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

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

The selected Engineer(s) shall have adequate experienced staff and a workload free from constraints to provide the necessary construction material testing for the HCRMA. Staff expertise is to include a Licensed Professional Engineer and certified, experienced staff proficient with TxDOT testing procedures, sampling and testing schedule, and the latest ASSHTO, ASTM and ACI testing requirements [Appendix A] performed and executed as per 2019 TxDOT Quality Assurance Program (~~DB-QAP~~ / DBB-QAP) / 2019 Guide Schedule of Sampling & Testing for Design Bid-Build Projects.

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

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

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

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

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

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

5. The Engineer shall provide technicians certified in accordance with TxDOT Quality Assurance Program for Construction (QAP) or other State approved programs, such as the Texas Asphalt Pavement Association (TxAPA) for Hot Mix Asphalt, and the Soils and Base Certification Program, as listed.

6. The Engineer shall provide certified technicians to perform the following tests:
   - A. Hot Mix Asphalt Testing:
     - a. Level l-A
     - b. Level l-B
     - c. Hot Mix Asphalt Testing • Level II
     - d. All other tests in the Manual of Testing Procedures 200-F Series or ASTM Procedures not covered in Level l-A, Level l-B, or Level II
   - B. Concrete Testing:
     - a. QAP Program for Concrete Testing
     - b. Other tests outlined in the Manual of Testing Procedures 400-A Series or ASTM Procedures that are not included in the QAP Program

7. The Engineer shall perform testing on the project. These tests include all tests listed in State's Guide Schedule of Sampling and Testing dated 2015. Follow the State's Guide Schedule of Sampling and Testing to establish testing frequencies. Testing frequencies may be increased as directed by the HCRMA.
8. The Engineer shall notify the HCRMA, to determine if any tests may be waived
9. The Engineer shall attend preconstruction QA and QC testing meetings prior to beginning work.
10. The Engineer shall:
    - A. Review and recommend approval or rejection of the Quality Control (QC) sampling and testing documentation submitted by the General Contractor for compliance with applicable State and Federal regulations, standards, and contract requirements.
    - B. Verify all tested materials used meet specifications, or identify materials that do not meet specifications and recommend action which should be taken.
    - C. Certify that all tested materials used during construction meet the specifications as outlined in the Appia Support System.
    - D. Work closely with the HCRMA to resolve all material discrepancies before the next monthly estimate is processed by utilizing the Reports in Appia.
    - E. Enter all test data in Appia.
    - F. Enter all mix designs, concrete and asphalt, provided by the General Contractor into Appia.
    - G. The Engineer shall report failing tests to the HCRMA within twenty-four (24) hours.

SUMMARY OF DELIVERABLES:

The Engineer shall provide the following:

1. Monthly Progress Reports
2. Quarterly Material Test Reports
3. Sampling and testing personnel qualification
4. Final document file (maintained in project control system during project execution. Final structure of file will be determined during project implementation, an example of content is provided below)
   - A. Construction Oversight Documentation
     - a. Testing reports and Testing documentation as applicable
     - b. Test Exception Letter
     - c. Certification Verifications
     - d. Photographs
   - B. Project Correspondence File (Design and Construction)
     - a. E-mail files
     - b. Letters
     - c. Memos
     - d. Meeting Minutes
     - e. Monthly Deficiency Reports to track material issues (one (1) per month)

f. Misc. correspondence

ATTACHMENT E

FEE SCHEDULE

TEST NO.	CMT Firm: RABA-Kistner Fee Schedule Date: 01/26/2021			Final as of 4/21/2021 & 4/28/2021	COMMENTS
	Type		**Unit**		
1	Mobilization/Demobilization		Mile	$ 6.00	**Requesting re-evalution as per mile unit cost**
			each	$ 600.00	
	Drilling, Logging, &Recovering Samples (**With** TCP)				
2A	1. Depth ≤ 50 feet		Tex-132-E (every 5 feet)	$ 38.00	
2B	2. Depth ≥ 50 feet		linear foot	$ 40.00	
	Drilling, Logging, &Recovering Samples (**Without** TCP)				
3A	1. Depth ≤ 50 feet		linear foot	$ 30.61	
3B	2. Depth ≥ 50 feet		linear foot	$ 32.57	
4	Rock Coring (Soft Rock)[2]		linear foot	$ 33.00	
5	Rock Coring (Hard Rock)[2]		linear foot	$ 36.00	
6	Staking Borings and Utility Locations		hour	$ 121.67	
	Standby Time (sampling)		hour	$ 297.74	
7A	1. Hot Mix Asphalt (minumum of one hour)		each	$ 117.05	
7B	2. Concrete (minumum of one hour)		each	$ 171.98	
8	Piezometer - 2 inch (including well completion and installation)		linear foot	$ 48.36	
9	Grouting of Borings		linear foot	$ 6.86	
10	Traffic Control - Major		day	$ 3,000.00	
	Laboratory Test	**Test Method**	**Unit**		
11	Volumetric Shrinkage	ASTM D427	each	$ 105.24	
12	Standard Poor Test	ASTM D698	each	$ 255.00	
13	Modified Poor Test	ASTM D1557	each	$ 279.75	
14	Standard Penetration Test (SPT)	ASTM D1586	LF	$ 30.04	
15	California Bearing Ratio (Single Sample without MD Curve)	ASTM D1883	test	$ 302.03	
16	Unconfined Compressive Strength (Soil)	ASTM D2166	each	$ 67.44	
17	Hydraulic Conductivity Permeability	ASTM D2434	each	$ 392.00	
18	One Dimensional Consolidation Properties of Soil	ASTM D2435	each	$ 500.00	
19	Unconfined Compressive Strength (Rock)	ASTM D2938	each	$ 94.75	
20	Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	set of 3	$ 679.23	
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	$ 37.69	
25	Calcium Carbonate Content of Soils	ASTM D4373	LF	$ 68.31	
26	Hydraulic Conductivity Permeability	ASTM D4511	each	$ 324.08	
27	One Dimensional Swell, Methods A&B	ASTM D4546	each	$ 249.47	
28	One Dimensional Swell, Method B Only	ASTM D4546	each	$ 324.66	
29	One Dimensional Swell, Method C	ASTM D4546	each	$ 247.52	
30	Permeability of Silt and Clays	ASTM D5084	each	$ 390.00	
31	Suction Test (Filter Method)	ASTM D5298	each	$ 92.50	
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	~~Eliminate~~	**No original cost presented for consideration**
35	Vertical Inclinometer	N/A	each	Proposal as needed	
36	Vertical Inclinometer Installation	N/A	each	Proposal as needed	
37	Vibrating Wire Piezometer	N/A	each	Proposal as needed	
38	Vibrating Wire Piezometer Installation	N/A	each	Proposal as needed	
39	Soil Boring with SPT	ASTM D1586	LF	$ 36.00	
	Laboratory Test	**Test Method**	**Unit**		
	Soils & Base Testing				
40	Sampling	Tex-400-A	hour	$ 66.15	
41	Sample Preparation	Tex-101-E	each	$ 68.00	
42	Determining Slaking 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	$ 80.67	
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 conjunctin with Tex-110-E, Part II)	Tex-108-E	each	$ 69.00	
50	Percent Passing No. 200 Sieve	Tex-111-E	each	$ 69.00	

TEST NO.	CMT Firm: RABA-Kistner Fee Schedule Date: 01/26/2021			Final as of 4/21/2021 & 4/28/2021	COMMENTS
	Type		**Unit**		
1	Mobilization/Demobilization		Mile	$ 6.00	**Requesting re-evalution as per mile unit cost**
			each	$ 600.00	
	Drilling, Logging, &Recovering Samples (**With** TCP)				
2A	1. Depth ≤ 50 feet		Tex-132-E (every 5 feet)	$ 38.00	
2B	2. Depth ≥ 50 feet		linear foot	$ 40.00	
	Drilling, Logging, &Recovering Samples (**Without** TCP)				
3A	1. Depth ≤ 50 feet		linear foot	$ 30.61	
3B	2. Depth ≥ 50 feet		linear foot	$ 32.57	
4	Rock Coring (Soft Rock)[2]		linear foot	$ 33.00	
5	Rock Coring (Hard Rock)[2]		linear foot	$ 36.00	
6	Staking Borings and Utility Locations		hour	$ 121.67	
	Standby Time (sampling)		hour	$ 297.74	
7A	1. Hot Mix Asphalt (minumum of one hour)		each	$ 117.05	
7B	2. Concrete (minumum of one hour)		each	$ 171.98	
8	Piezometer - 2 inch (including well completion and installation)		linear foot	$ 48.36	
9	Grouting of Borings		linear foot	$ 6.86	
10	Traffic Control - Major		day	$ 3,000.00	
	Laboratory Test	**Test Method**	**Unit**		
11	Volumetric Shrinkage	ASTM D427	each	$ 105.24	
12	Standard Poor Test	ASTM D698	each	$ 255.00	
13	Modified Poor Test	ASTM D1557	each	$ 279.75	
14	Standard Penetration Test (SPT)	ASTM D1586	LF	$ 30.04	
15	California Bearing Ratio (Single Sample without MD Curve)	ASTM D1883	test	$ 302.03	
16	Unconfined Compressive Strength (Soil)	ASTM D2166	each	$ 67.44	
17	Hydraulic Conductivity Permeability	ASTM D2434	each	$ 392.00	
18	One Dimensional Consolidation Properties of Soil	ASTM D2435	each	$ 500.00	
19	Unconfined Compressive Strength (Rock)	ASTM D2938	each	$ 94.75	
20	Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	set of 3	$ 679.23	
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	$ 37.69	
25	Calcium Carbonate Content of Soils	ASTM D4373	LF	$ 68.31	
26	Hydraulic Conductivity Permeability	ASTM D4511	each	$ 324.08	
27	One Dimensional Swell, Methods A&B	ASTM D4546	each	$ 249.47	
28	One Dimensional Swell, Method B Only	ASTM D4546	each	$ 324.66	
29	One Dimensional Swell, Method C	ASTM D4546	each	$ 247.52	
30	Permeability of Silt and Clays	ASTM D5084	each	$ 390.00	
31	Suction Test (Filter Method)	ASTM D5298	each	$ 92.50	
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	~~Eliminate~~	**No original cost presented for consideration**
35	Vertical Inclinometer	N/A	each	Proposal as needed	
36	Vertical Inclinometer Installation	N/A	each	Proposal as needed	
37	Vibrating Wire Piezometer	N/A	each	Proposal as needed	
38	Vibrating Wire Piezometer Installation	N/A	each	Proposal as needed	
39	Soil Boring with SPT	ASTM D1586	LF	$ 36.00	
	Laboratory Test	**Test Method**	**Unit**		
	Soils & Base Testing				
40	Sampling	Tex-400-A	hour	$ 66.15	
41	Sample Preparation	Tex-101-E	each	$ 68.00	
42	Determining Slaking 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	$ 80.67	
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 conjunctin with Tex-110-E, Part II)	Tex-108-E	each	$ 69.00	
50	Percent Passing No. 200 Sieve	Tex-111-E	each	$ 69.00	

TEST NO.	CMT Firm: RABA-Kistner Fee Schedule Date: 01/26/2021			Final as of 4/21/2021 & 4/28/2021	COMMENTS
51	Determining the Amount of Material in Solis Finer than the 75 mi	Tex-111-E	each		
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 [6]	Tex-117-E, Part I	each	$ 1,075.00	
58	Texas Triaxial Compression [6]	Tex-117-E, Part II	each	$ 1,510.00	
59	Quality Assurance (QA) Series for Flexible Base [7] [8]	See Foot Notes	each	$ 2,180.00	No original cost presented for consideration
60	Soil- Cement Testing [7]	Tex-120-E, Part II	each	$ 439.45	
61	Soil- Lime Testing [7]	Tex-121-E, Part II	each	$ 430.11	
61.1	Soil-Lime Testing Determining Stabilization Ability of Lime by Soil pH	Tex-121-E, Part III	each	$ 431.11	No original cost presented for consideration
62	Determining the Drainage Factor of Soil Materials (Not Field Test)	Tex-123-E ++	each	$ 357.50	
63	Determining Modulus of Sub-grade Recaction (K Value) (Not Field Test)	Tex-125-E ++	each	$ 144.50	
64	Molding, Testing, and Evaluation Bituminous Black Base Materials	Tex-126-E ++	each	$ 1,535.00	
65	Lime-Fly Ash Compression [7]	Tex-127-E	each	$ 719.39	
66	Soil pH	Tex-128-E	each	$ 53.94	
67	Resistivity of Soils	Tex-129-E	each	$ 120.00	
68	Slurry Testing	Tex-130-E	each	$ 109.14	
69	Texas Cone Penetration	Tex-132-E	each	$ 41.79	
70	Freezing and Thawing Tests oc Compacted Soil-Cement Mixture	Tex-135-E	each	$ 365.00	
71	Thickness of Pavement Layers (4 hour minimum)	Tex-140-E	hour	$ 107.04	
72	Manual Procedure for Description and Identification of Soils	Tex-141-E	each	$ 51.18	
73	Laboratory Classification os 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-148-E	each	$ 231.70	
76	Determining Cholride and Sulfate Contents in Soils	Tex-620-J	each	$ 88.16	
77	Free Swell Test	EM1110-2-1906	each	$ 195.00	
78	Pressure Swell Test	EM1110-2-1906	each	$ 293.00	
79	One-Dimensional Swell	ASTM D4546	each	$ 293.00	
80	One-Dimensional Swell (Method B Only)	ASTM D4546	each	$ 280.00	
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		
84	Unconfined Compression Test (Soil)	ASTM D2166	each	$ 66.79	
85	Unconfined Compression Test (Rock)	ASTM D2938	each	$ 97.80	
86	Unconfined Compression Test (Rock) (Method D)	ASTM D7012	each	$ 75.00	
	Unconsolidated Undrained (UU) Triaxial Compression Test				
87	1. Set of Three	Tex-118-E	set	$ 312.36	
88	2. Multistage	Tex-118-E	each	$ 286.21	
	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	$ 665.00	
94	Direct Shear Consolidated Drained (CD), clay	ASTM D3080	set of 3	$ 834.92	
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	
	Hot Mix Asphalt Testing				
97	Sieve Analysis of Fine and Coarse Aggregates	Tex-200-F	each	$ 94.54	
98	Bulk Specific Gravity and Water Absorption of Aggregates	Tex-201-F	each	$ 91.88	
99	Apparent Specific Gravity of Material Finer Than 180 µm (No. 80) Sieve	Tex-202-F	each	$ 65.00	
100	Sand Equivalent Test	Tex-203-F	each	$ 95.50	
101	Labortory Method of Mixing Bituminous Mixtures	Tex-205-F	Set of 3	$ 187.00	
102	Compacting Specimens Using the Texas Gyratory Compactor (TG	Tex-206-F	Set of 3	$ 113.04	
103	Determining Bulk Specific Gravity of Compacted Bituminuous Mixtures	Tex-207-F (I)	each	$ 50.00	
104	Determining In-Place Density of Compacted Bituminuous Mixtures (Nuclear Method)	Tex-207-F (III)	each	$ 45.00	
105	Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (IV)	each	$ 88.69	
106	Segregation Profile	Tex-207-F (V)	each	$ 194.17	
107	Joint Density	Tex-207-F (VII)	each	$ 194.17	
108	Test of Stabilometer Value of Bituminous Mixtures	Tex-208-F	set of 3	$ 157.05	
109	Determining Asphalt Content of Bituminous Mixtures by Extraction	Tex-210-F	each	$ 182.13	

TEST NO.	CMT Firm: RABA-Kistner Fee Schedule Date: 01/26/2021			Final as of 4/21/2021 & 4/28/2021	COMMENTS
110	Recovery of Asphalt from Bituminou Mixtures by the Abson Pro	Tex-211-F	each	$ 289.11	
111	Determining Moisture Content of Bituminous Mixtures	Tex-212-F	each	$ 54.03	
112	Determining Hydrocarbon-Volatile Content of Bituminous Mixture	Tex-213-F	each	$ 131.76	
113	Determining Deleterious Material and Decantation Test for Coarse Aggregates	Tex-217-F	each	$ 110.00	
114	Indirect Tensile Strength Test	Tex-226-F	each	$ 495.02	
115	Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	each	$ 105.31	
116	Determining Asphalt Content of Bituminous Mixtures by the Nuclear	Tex-228-F	each	$ 103.18	
117	Combined HMAC Cold-Belt Sampling and Testing Procedure	Tex-229-F	each	$ 83.50	
118	Determining Draindown Characteristics in Bituminous Mixtures	Tex-235-F	each	$ 75.00	
119	Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex-236-F	each	$ 168.25	
120	Asphalt Release Agents	Tex-239-F	each	$ 90.00	
121	Superpave Gyratory Compacting of Test Specimens of Bituminous	Tex-241-F	each	$ 158.11	
122	Hamburg Wheel Tracker	Tex-242-F	each	$ 600.00	
123	Tack Coat Adhesion	Tex-243-F	each	$ 185.00	
124	Thremal Profile	Tex-244-F	each	$ 164.50	
125	Cantabro Loss	Tex-245-F	each	$ 219.67	
126	Permeability or Water Flow of Hot Mix Asphalt	Tex-246-F	each	$ 83.50	
127	Overlay Test	Tex-248-F	set of 3	$ 762.22	
128	Flat and Elongated Particles	Tex-280-F	each	$ 77.36	
129	Sampling Bituminous Materials, Pre-Molded Joint Fillers, and Joint	Tex-500-C	each	$ 87.00	
130	Asphalt Binder Water in Petroleum	Tex-501-C AASHTO T55	each	$ 125.25	
131	Penetration of Bituminous Materials	Tex-502-C AASHTO T49	each	$ 130.82	
132	Ductility of Asphalt Materials	Tex-503-C AASHTO T51	each	$ 141.50	
133	Flash and Fire Points by Cleveland Open Cup	Tex-504-C AASHTO T48	each	$ 70.56	
134	Softening Point of Bitumen (Riing and Ball Apparatus	Tex-505-C AASHTO T53	each	$ 120.27	
135	Solubility of Bituminous Materials	Tex-507-C AASHTO T44	each	$ 147.75	
136	Specific Gravity	Tex-508-C AASHTO T228	each	$ 96.00	
137	Spot Test of Asphaltic Materials	Tex-509-C AASHTO T102	each	$ 203.50	
138	Effect of Heat and Air on Asphalt Materials (Thin-Film Oven Test)	Tex-510-C AASHTO t179	each	$ 169.30	
139	Flash Point with Tag Open-Cup Apparatus for Use with Material H	Tex-512-C AASHTO T79	each	$ 113.88	
140	Saybolt Viscosity	Tex-513-C AASHTO T72	each	$ 89.02	
141	Cutback Asphalts - Specific Gravity, API Gravity, or Density of Cutback Asphalts by Hdyrometer Method; Emulsified Asphalts - Weight per Gallon of Emulsified Asphalt	Tex-514-C ASTM D3142 ASTM D244	each	$ 423.00	
142	Distillation of Cutback Asphalt Products	Tex-515-C AASHTO T78	each	$ 205.67	
143	Float Test for Bituminous Materials	Tex-519-C AASHTO T50	each	$ 87.83	
144	Standard Test Method for Emulsified Asphalts	Tex-521-C AASHTO T59	each	$ 241.88	
145	Viscosity of Asphalts by Vacuum Capillary Viscometer	Tex-528-C AASHTO T202	each	$ 47.50	
146	Kinematic Viscosity of Asphalts (Bitumens)	Tex-529-C AASHTO T201	each	$ 89.02	
147	Boil Test (Effect of Water on Paving Mix)	Tex-530/531-C	each	$ 153.50	
148	Field Coring - ACP Thickness	ASTM D3549	each	$ 124.25	
149	Pavement Thickness Determin. (Full Depth)	ASTM D3549	each	$ 153.00	
150	Determining Polymer Additive Percentages in Polymer Modified	Tex-533-C	each	$ 82.50	
151	Calculating Viscosity from Penetration	Tex-535-C	each	$ 87.06	
152	Elastic Recovery of Tensile Deformation Using a Ductilometer	Tex-539-C	each	$ 79.13	
153	Measurement of Polymer Separation on Heating in Modified Asphalat	Tex-540-C	each	$ 129.50	
154	Rolling Thin Film Oven Test for Asphalt Binders	Tex-541-C ASSHTO T240	each	$ 189.00	
155	Flexural Creep Stiffness Using the Bending Beam Rheometer	AASHTO T313	each	$ 275.00	
156	Determining Rheological Properties of Asphalt Binder Using a Dy	AASHTO T315	each	$ 244.13	
157	Determining Breaking Index for Asphalt Emulsions	Tex-542-C	each	$ 251.89	
158	Resilience Test for Sealants and Repair Materials	Tex-547-C	each	$ 305.36	
159	Tensile Strain to Failure	Tex-548-C	each	$ 84.00	
160	Cone Flow Test	Tex-549-C	each	$ 87.50	
161	Flexibility Test for Sealants and Repair Materials	Tex-550-C	each	$ 302.50	
162	Settlement of Sealants and Repair Materials	Tex-551-C	each	$ 118.50	
	Concrete & Aggregate Testing				
163	Sieve Analysis for Conc. Agg	Tex-401-A	each	$ 90.10	
164	Fineness Modulus for Conc. Agg	Tex-402-A	each	$ 47.50	
165	SSD Specific Gravity / Absorption Conc. Agg	Tex-403-A	each	$ 88.00	
166	Unit Weight of Conc. Agg	Tex-404-A	each	$ 58.30	
167	Determining Pecent Voids and Solids in Concrete	Tex-405-A	each	$ 75.94	
168	Decantation for Conc. Agg	Tex-406-A	each	$ 63.75	
169	Organic Impurities for Conc. Agg	Tex-408-A	each	$ 59.16	
170	Free Moisture and Water Absorption in Aggregate for Concrete	Tex-409-A	each	$ 66.00	
171	L.A. Abrasion	Tex-410-A	each	$ 403.12	
172	5 Cycle Magnesium Soundness	Tex-411-A	each	$ 520.48	
173	Deleterious Material for Conc. Agg	Tex-413-A	each	$ 77.25	
174	Air Content of Fresh Concrete by Volumeteric	Tex-414-A	each	$ 36.05	
175	Slump of Fresh Concrete	Tex-415-A	each	$ 29.90	

ATTACHMENT E: FEE SCHEDULE [SPECIFIED RATE / LUMP SUM PAYMENT BASIS]

Raba Personnel Classification	Hourly Base Rate	Contract Rate FY 2021
Senior Project Manager / Principal	$ 64.73	$ 178.00
Senior Geotechnical Engineer	$ 47.27	$ 130.00
Geotechnical Engineer	$ 36.73	$ 101.00
Project Engineer	$ 45.81	$ 125.98
Engineering Lab Manager	$ 32.00	$ 88.00
Utility Coordinator	$ 40.36	$ 110.98
Senior Project Inspector	$ 34.55	$ 95.00
Project Inspector	$ 23.64	$ 65.00
EIT	$ 31.64	$ 87.00
Engineer Tech / GIS	$ 21.82	$ 60.00
Logger	$ 21.64	$ 59.52
Field Technician (Soils, Aggr, Asph, Conc)	$ 24.73	$ 68.02
CADD Operator	$ 28.44	$ 78.20
Admin/Clerical	$ 22.12	$ 60.82

ATTACHMENT E-1

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

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

EXHIBIT D

ESTIMATE OF MAN -HOURS AND

TEST BREAKDOWN

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County RMA Toll Road 365 Segment 2

TEST NO.	SERVICE	UNIT RATE		QUANTITY	TOTAL
	Earthwork:				
54	Moisture-Density Relationship (Proctor)	$255.00	each	130	$33,150.00
44	Atterberg Limits Determinations (P.I.) (TxDOT)	$95.00	each	390	$37,050.00
50	Sieve Analysis -200	$69.00	each	130	$8,970.00
47	Sieve Analysis - Gravel / Caliche	$89.00	each	150	$13,350.00
66	Soil PH	$53.94	each	150	$8,091.00
67	Resistivity of soils	$120.00	each	150	$18,000.00
74	Sulfate Content in Soils	$95.00	each	150	$14,250.00
	Field Density Daily Equipment Charge - Embankment - Backfill	$75.00	day	900	$67,500.00
	Subtotal				**$200,361.00**
	Concrete: Footings, Columns, Abutments, Caps, Bridge decks, Approaches, Bridge Rails				
163	Sieve Analysis for Concrete Aggregate	$90.10	each	40	$3,604.00
164	Fineness Modulus for Concrete Aggregate	$47.50	each	20	$950.00
168	Decantation for Concrete Aggregate	$63.75	each	20	$1,275.00
169	Organic Impurities for Concrete Aggregate	$59.16	each	20	$1,183.20
173	Deleterious Material for Concrete Aggregate	$77.25	each	20	$1,545.00
175	Slump of fresh Concrete	$29.90	each	400	$11,960.00
177	Unit Weight, yield and air content (gravimetric)	$60.13	each	400	$24,052.00
178	Concrete Compressive Strength Tests	$23.00	each	1825	$41,975.00
179	Measure Temp. of Fresh Concrete	$23.16	each	400	$9,264.00
176	Air Content of Concrete	$32.08	each	400	$12,832.00
	Subtotal				**$108,640.20**
	Professional Services:				
	Full Time Tech No. 1 - Based off a Construction Duration of 3 1/2 yrs				
	Full time Tech (Assuming no more than 50 hours per wk.)	$68.02	hours	11700	$795,834.00
	Vehicle Travel Charge (Daily Usage Fee)	$125.00	trip	1403	$175,375.00
	Subtotal				**$971,209.00**
	Full Time Tech No. 2- Based off a Construction Duration of 3 1/2 yrs				
	Full time Tech (Assuming no more than 50 hours per wk.)	$68.02	hours	11700	$795,834.00
	Vehicle Travel Charge (Daily Usage Fee)	$125.00	trip	1403	$175,375.00
	Subtotal				**$971,209.00**
	Reinforcing Steel Observer				
	Reinforcing Steel Observation	$95.00	hour	1228	$116,660.00
	Vehicle Travel Charge	$125.00	trip	307	$38,375.00
	Subtotal				**$155,035.00**

RATES CONTINUE ON PAGE 5

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CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County RMA Toll Road 365 Segment 2

	Structural Steel Observer				
195	Structural Steel Observation/Bolts and Weld Certified Welding Inspector	$150.00	hour	352	$52,800.00
	Non- Destructive Testing (Radiographic/Ultrasonic)	Cost + 15%		As requested	
	Vehicle Travel Charge	$125.00	trip	44	$5,500.00
	Subtotal				**$58,300.00**
	Project Coordination	$110.00	hour	600	$66,000.00
	Geotechnical	$130.00	each	450	$58,500.00
	Materials Engineer	$178.00	each	450	$80,100.00
	Vehicle Travel Charge	$125.00	trip	125	$15,625.00
	Subtotal				**$220,225.00**
		TOTAL:			**$2,684,979.20**
		Contingency		10%	$268,497.92
		GRAND TOTAL:			**$2,953,477.12**

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EXHIBIT F
WORK SCHEDULE

EXHIBIT F

WORK SCHEDULE

HCRMA Construction & Materials Testing Services
TOLL365 (SH 365)

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

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: 01-M06-21-05 Assigned Goal: 6% Prime Provider RABA Kistner, Inc.

Work Authorization (WA)#: 1 WA Amount: $2,953,477.12 Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

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

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

Provider Name: RABA Kistner, Inc. **Address: 800 East Hackberry Ave.** **McAllen, TX 78501** **VID Number:** **PH: & FAX: 956.682.5332 / 956.682.5487** **Email: gornelas@rkci.com**	**Name:** Gabriel Ornelas, Jr., PE, PMP, ***(Please Print)*** **Title:** Sr. Vice President & COO **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-42

APPROVAL OF AWARD OF CONTRACT WITH B2Z ENGINEERING, LLC FOR CONSTRUCTION MATERIAL TESTING SERVICES FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 28th day of September, 2021, by the Board of Directors of the HidalgoCounty 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 the Authority finds it necessary to approve Resolution 2021-42 Approval of Award of Contract by and between the B2Z Engineering, LLC, and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services in the amount of $201,143.26.

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 Award of Contract by and between B2Z Engineering, LLC, and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services in the amount of $201,143.26, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Professional Service Agreement for Construction Material Testing with B2Z Engineering, LLC, as approved by the Board.

*****

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 28th day of September 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Main
Professional Service
Agreement with
B2Z Engineering, LLC
For
Construction Material Testing Services

STATE OF TEXAS §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING / DESIGN SERVICES

THIS CONTRACT FOR ENGINEERING SERVICES is made by and between the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter the "Authority") and B2Z Engineering, LLC, Inc. Engineering, LLC. (hereinafter the "Engineer"), having its principal business address at 900 S. Stewart Rd., Suite 4 Mission, TX 78572 for the purpose of contracting for engineering services (hereinafter the "Agreement").

WITNESSETH

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

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

WHEREAS, pursuant to the Procurement and the Authority Board of Director's (the Board's) ranking of respondents thereto, the Board finds it to be in the best interest of the Authority to engage the Engineer to provide verification sampling and testing services as required by the 2019 TxDOT Guide Schedule of Sampling & Testing for Design Bid-Build Projects and adopted Quality Assurance Program (QAP) to assure that materials and workmanship incorporated into highway construction projects are in reasonable conformity with the requirements of the approved plans and specifications, including any approved changes as required for the development of the Project, as approved by the Authority to wit: the **PROVIDE CONSTRUCTION MATERIALS TESTING TO ASSURE THE MATERIALS INCORPORATED INTO 2.32 MILES OF LEVEE WORK ON PHASE II OF 365 TOLL HIGHWAY CONSTRUCTION PROJECT ARE SUBJECT TO VERIFICATION SAMPLING AND TESTING WHEN REQUIRED AND MEET PROJECT PLANS AND SPECIFICATIONS; AND ADMINISTERING QUALITY MONITORING AND QUALITY ASSURANCE PROGRAM. OVERALL PROJECT CONSISTS OF CONSTRUCTION OF A 12.4 MILE TOLLED FACILITY FROM FM 396 & GSA CONNECTOR TO US 281 (MILITARY HIGHWAY), WHICH CONSISTS OF: OF GRADING, FLEXIBLE BASE, LIME TREATED SUBGRADE, ASPHALTIC CONCRETE PAVEMENT, CONCRETE PAVEMENT, SIGNING AND PAVEMENT MARKINGS, CROSS CULVERTS, BRIDGE STRUCTURES, RETAINING WALLS, ILLUMINATION AND TOLL EQUIPMENT.**
(the "Project");

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

AGREEMENT

ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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

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

ARTICLE II
AGREEMENT PERIOD

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 13, 2025 unless the Agreement period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Section 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Section 14, Termination. Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

ARTICLE III
COMPENSATION

3.1 Maximum Amount Payable. The maximum amount payable under this contract is $201,143.26 unless modified (1) modified written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements or (2) modified through a work authorization as set forth in Article V, provided that such work authorizations is adopted by Board action.

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

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

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

ARTICLE IV
PAYMENT REQUIREMENTS

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

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

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

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

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

4.6 **Required Reports.**

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

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

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

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

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

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

ARTICLE V
WORK AUTHORIZATIONS

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

ARTICLE VI
SIGNATORY WARRANTY

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

ARTICLE VII
NOTICES

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

Engineer:	Authority:
B2Z Engineering, LLC 900 S. Stewart Rd, Suite 2 Mission, Texas 78572 Attn: Aisha Gonzalez, President	Hidalgo County Regional Mobility Authority (HCRMA) 203 W. Newcombe Ave. / PO BOX 1766 Pharr, Texas 78577 Attn: Pilar Rodriguez, P.E., Executive Director

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

ARTICLE VIII
INCORPORATION OF PROVISIONS

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

SIGNATORIES

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

AUTHORITY	ENGINEER
By: _____	By: _____
Name: Pilar Rodriguez	Name: Aisha Gonzalez
Title: Executive Director	Title: President
Hidalgo County Regional Mobility Authority	B2Z Engineering, LLC.
Date: _____	Date: _____

:

LIST OF ATTACHMENTS TO AGREEMENT
FOR ENGINEERING SERVICES
INCORPORATED INTO THE AGREEMENT BY REFERENCE

Attachments	Title
A	General Provisions
B	Services to Be Provided by the Authority
C	Services to Be Provided by the Engineer
D	Work Authorization Forms
D-1	Work Authorization Form for Agreement for Engineering Services
D-2	Supplemental Work Authorization Form
E	Fee Schedule
E-1	Final Cost Proposal Form
E-2	Rate Sheets
E-3	Maximum Amount Payable
F	Work Schedule
G	Contract Deliverables/Computer Graphics Files for Document and Information Exchange, if applicable
H	DBE Participation
H-MOU	Memorandum of Understanding
H-Instructions	Instructions As per 49CFR 26.21
H-FG	Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts – See Attachment H Instructions
H–FN	Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts – See Attachment H Instructions
H–SG	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – County of Texas HUB. Subcontracting plan required – See Attachment H Instructions
H–SN	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – No County of Texas HUB
H–1	Subprovider Monitoring System Commitment Worksheet
H–2	Subprovider Monitoring System Commitment Agreement
H–3	Monthly Progress Assessment Report
H-4	Subprovider Monitoring System Final Report
H-5	Federal Subproviders and Supplier Information
H-6	HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report
H-7	DBE Certifications
I	Certificate of Insurance
J	Conflicts of Certification
K	Debarment Certification
L	2019 Quality Assurance Program for Design Bid Build Projects
M	2019 Guide Schedule of Sampling & Testing for Design Bid-Build Projects

ATTACHMENT A
GENERAL PROVISIONS

INDEX TO PROVISIONS

Section	Title
1	Work Authorizations
2	Progress
3	Suspension of Work
4	Additional Work
5	Changes in Work
6	Supplemental Agreements
7	Ownership of Data
8	Public Information
9	Personnel, Equipment and Material
10	Subcontracting
11	Inspection of Work
12	Submission of Reports
13	Violation of Contract Terms (Breach of Agreement)
14	Termination
15	Compliance with Laws
16	Indemnification
17	Engineer's Responsibility
18	Non-collusion
19	Insurance
20	Gratuities
21	DBE/HUB Requirements
22	Maintenance, Retention and Audit of Records
23	Civil Rights Compliance
24	Patent Rights
25	Computer Graphics Files
26	Child Support Certification
27	Disputes
28	Successors and Assigns
29	Severability
30	Prior Agreements Superseded
31	Conflict of Interest
32	Office of Management and Budget (OMB) Audit Requirements
33	Certifications

ATTACHMENT A
GENERAL PROVISIONS

SECTION 1. WORK AUTHORIZATIONS

A. Use. The Engineer shall not begin any work until the Authority and the Engineer have signed a work authorization. Costs incurred by the Engineer before or after the completion date specified in the work authorization are not eligible for reimbursement. All work must be completed on or before the completion date specified in the work authorization, and no work authorization completion date shall extend beyond the Agreement period set forth in Article II of the Agreement (Agreement Period).

B. Contents. Each work authorization will include: (1) types of services to be performed; (2) a period of performance with a beginning and ending date; (3) a full description of the work to be performed; (4) a work schedule with milestones; (5) a cost not to exceed amount, (6) the basis of payment whether cost plus fixed fee, unit cost, lump sum, or specified rate; and (7) a work authorization budget calculated using fees set forth in Attachment E, Fee Schedule. The Engineer is not to include additional Agreement terms and conditions in the work authorization. In the event of any conflicting terms and conditions between the work authorization and the Agreement, the terms and conditions of the Agreement shall prevail and govern the work and costs incurred.

C. Work Authorization Budget. A work authorization budget shall set forth in detail (1) the computation of the estimated cost of the work as described in the work authorization, (2) the estimated time (hours/days) required to complete the work at the hourly rates established in Attachment E, Fee Schedule; (3) a work plan that includes a list of the work to be performed, (4) a stated maximum number of calendar days to complete the work, and (5) a cost-not-to-exceed-amount or unit or lump sum cost and the total cost or price of the work authorization. The Authority will not pay items of cost that are not included in or rates that exceed those approved in Attachment E.

D. No Guaranteed Work. Work authorizations are issued at the discretion of the Authority. While it is the Authority's intent to issue work authorizations hereunder, the Engineer shall have no cause of action conditioned upon the lack or number of work authorizations issued.

E. Incorporation into Agreement. Each work authorization shall be signed by both parties and become a part of this Agreement. No work authorization will waive the Authority's or the Engineer's responsibilities and obligations established in this Agreement. The Engineer shall promptly notify the Authority of any event that will affect the schedule or completion of the work authorization.

F. Supplemental Work Authorizations. Before additional work may be performed or additional costs incurred, a change in a work authorization shall be enacted by a written supplemental work authorization in the form identified and attached hereto as Attachment D. Both parties must execute a supplemental work authorization within the period of performance specified in the work authorization. The Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with the performance or prior to the execution of the work authorization. The Engineer shall allow adequate time for review and approval of the supplemental work authorization by the Authority prior to expiration of the work authorization. Any supplemental work authorization must be executed by both parties within the time period established in Article II of the Agreement, (Agreement Period). Under no circumstances will a work authorization be allowed to extend beyond the Agreement's expiration date, unless a supplemental to the Agreement is approved by both parties extending the Agreement date.

F-1. More Time Needed. If the Engineer determines or reasonably anticipates that the work authorized in a work authorization cannot be completed before the specified completion date, the Engineer shall promptly notify the Authority. The Authority may, at its sole discretion, extend the work authorization period by execution of a supplemental to the work authorization, using the form attached hereto as Attachment D.

F-2. Changes in Scope. Changes that would modify the scope of the work authorized in a work authorization must be enacted by a written supplemental to the appropriate work authorization. The Engineer must allow adequate time for the Authority to review and approve any request for a time extension prior to expiration of the work authorization. If the change in scope affects the amount payable under the work authorization, the Engineer shall prepare a revised work authorization budget for the Authority's approval.

G. New Work Authorization. If the Engineer does not complete the services authorized in a work authorization before the specified completion date and has not requested a supplemental to the appropriate work authorization, the work authorization shall terminate on the completion date. At the sole discretion of the Authority, it may issue a new work authorization to the Engineer for the incomplete work using the unexpended balance of the preceding work authorization for the project. If approved by the Authority, the Engineer may calculate any additional cost for the incomplete work using the rates set forth in the preceding work authorization and in accordance with Attachment E, Fee Schedule.

H. Emergency Work Authorizations. The Authority, at its sole discretion, may accept the Engineer's signature on a faxed copy of the work authorization as satisfying the requirements for executing the work authorization, provided that the signed original is received by the Authority within five (5) business days from the date on the faxed copy.

I. Deliverables. Upon satisfactory completion of the work authorization, the Engineer shall submit the deliverables as specified in the executed work authorization to the Authority for review and acceptance.

J. Performance Standards. Unless authorized by the Authority and the Texas Department of Transportation, if applicable, work performed under this Agreement shall be developed in accordance with the latest version of the Texas Department of Transportation's manuals.

SECTION 2. PROGRESS

A. Progress meetings. The Engineer shall from time to time during the progress of the work confer with the Authority. The Engineer shall prepare and present such information as may be pertinent and necessary or as may be requested by the Authority in order to evaluate features of the work.

B. Conferences. At the request of the Authority or the Engineer, conferences shall be provided at the Engineer's office, the office of the Authority, or at other locations designated by the Authority. These conferences shall also include evaluation of the Engineer's services and work when requested by the Authority.

C. Inspections. If federal funds are used to reimburse costs incurred under this Agreement, the work and all reimbursements will be subject to periodic review by the Texas Department of Transportation and the U. S. Department of Transportation.

D. Reports. The Engineer shall promptly advise the Authority in writing of events that have a significant impact upon the progress of a work authorization, including:

1. Problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by Authority judgment of the action taken or contemplated, and any or federal assistance needed to resolve the situation; and
2. Favorable developments or events which enable meeting the work schedule goals sooner than anticipated.
3. Compose and submit an annual report for the Federal Highway Administration (FHWA) summarizing the results of TxDOT's systems approach IA program. See Attachment L, Appendix C for the annual report form.
   This report identifies:
   - number of sampling and testing personnel evaluated by the systems approach IA testing;
   - number of IA evaluations found to meet tolerances in Appendix B;
   - number of IA evaluations found to not meet tolerances in Appendix B; and
   - summary of any significant system-wide corrective actions taken.

E. Corrective Action. Should the Authority determine that the progress of work does not satisfy the milestone schedule set forth in a work authorization, the Authority shall review the work schedule with the Engineer to determine the nature of corrective action needed.

SECTION 3. SUSPENSION OF WORK AUTHORIZATION

A. Notice. Should the Authority desire to suspend a work authorization but not terminate the Agreement, the Authority may verbally notify the Engineer followed by written confirmation, giving ten (10) day notice. Both parties may waive the ten-day notice in writing.

B. Reinstatement. A work authorization may be reinstated and resumed in full force and effect within sixty (60) business days of receipt of written notice from the Authority to resume the work. Both parties may waive the sixty-day notice in writing.

C. Agreement Period Not Affected. If the Authority suspends a work authorization, the Agreement period as determined in Article II of the Agreement (Agreement Period) is not affected and the Agreement and the work authorization will terminate on the date specified unless the Agreement or work authorization is amended to authorize additional time.

D. Limitation of Liability. The Authority shall have no liability for work performed or costs incurred prior to the date authorized by the Authority to begin work, during periods when work is suspended, or after the completion date of the Agreement or work authorization.

SECTION 4. ADDITIONAL WORK

A. Notice. If the Engineer is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, it shall promptly notify the Authority in writing, presenting the facts of the work authorization and showing how the work authorization constitutes additional work.

B. Supplemental Agreement. If the Authority finds that the work does constitute additional work, the Authority shall so advise the Engineer and a written supplemental agreement will be executed as provided in Attachment A, General Provisions, Section 6, Supplemental Agreements.

C. Limitation of Liability. The Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with or prior to the execution of a supplemental agreement.

SECTION 5. CHANGES IN WORK

A. Work Previously Submitted as Satisfactory. If the Engineer has submitted work in accordance with the terms of this Agreement but the Authority requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Agreement, the Engineer shall make such revisions as requested and as directed by the Authority. This will be considered as additional work and paid for as specified under Attachment A, General Provisions, Section 4, Additional Work.

B. Work Does Not Comply with the Agreement. If the Engineer submits work that does not comply with the terms of this Agreement, the Authority shall instruct the Engineer to make such revision as is necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

C. Errors/Omissions. The Engineer shall make revisions to the work authorized in this Agreement which are necessary to correct errors or omissions appearing therein, when required to do so by the Authority. No additional compensation shall be paid for this work.

SECTION 6. SUPPLEMENTAL AGREEMENTS

A. Need. The terms of this Agreement may be modified if the Authority determines that there has been a significant increase or decrease in the duration, scope, cost, complexity or character of the services to be performed. A supplemental agreement will be executed to authorize such significant increases or decreases.

B. Compensation. Additional compensation, if appropriate, shall be calculated as set forth in Article III of the Agreement (Compensation). Significant changes affecting the cost or maximum amount payable shall be defined to include but not be limited to new work not previously authorized or previously authorized services that will not be performed. The parties may reevaluate and renegotiate costs at this time.

C. When to Execute. Both parties must execute a supplemental agreement within the Agreement period specified in Article II of this Agreement (Agreement Period).

SECTION 7. OWNERSHIP OF DATA

A. Work for Hire. All services provided under this Agreement are considered work for hire and as such all data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this Agreement are the property of the Authority.

B. Disposition of Documents. All documents prepared by the Engineer and all documents furnished to the Engineer by the Authority shall be delivered to the Authority upon request by the Authority. The Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished the Authority under this Agreement, but further use of the data is subject to permission by the Authority.

C. Release of Data. The Engineer (1) will not release any documentation created or collected under this Agreement except to its subproviders as necessary to complete this Agreement; (2) shall include a provision in all subcontracts which acknowledges the Authority's ownership of the documents and prohibits its use for any use other than the project identified in this Agreement; and (3) is responsible for any improper use of the documents by its employees, officers, or subproviders, including costs, damages, or other liability resulting from improper use. Neither the Engineer nor any subprovider may charge a fee for the portion of the design

plan created by the Authority.

D. Maintenance of Data. The Engineer and any subconsultant, subcontractor or vendor shall keep and maintain all Data and all other material relating to this Agreement and related projects, and shall make all such material available at any reasonable time during the term of the work on the Agreement and related projects and for five (5) years from the date of final payment to the Engineer for auditing, inspection, and copying upon the Authority's request or, if federal dollars are applied to the Agreement, upon request by the federal government.

SECTION 8. PUBLIC INFORMATION AND CONFIDENTIALITY

A. Public Information. The Authority will comply with Government Code, Chapter 552, the Public Information Act, and 43 Texas Administrative Code §3.10 et seq. in the release of information produced under this Agreement.

B. Confidentiality. The Engineer shall not disclose information obtained from the Authority under this Agreement without the express written consent of the Authority.

SECTION 9. PERSONNEL, EQUIPMENT AND MATERIAL

A. This Agreement is not intended to constitute, create, give up, or otherwise recognize a joint venture agreement or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

B. Engineer Resources. The Engineer shall furnish and maintain quarters for the performance of all services, in addition to providing adequate and sufficient personnel and equipment to perform the services required under this Agreement. The Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this Agreement, or it will be able to obtain such personnel from sources other than the Authority.

C. Removal of Contractor Employee. All employees of the Engineer assigned to this Agreement shall have such knowledge and experience as will enable them to perform the duties assigned to them. The Authority may instruct the Engineer to remove any employee from association with work authorized in this Agreement if, in the sole opinion of the Authority, the work of that employee does not comply with the terms of this Agreement or if the conduct of that employee becomes detrimental to the work.

D. Replacement of Key Personnel. The Engineer must notify the Authority in writing as soon as possible, but no later than three business days after a project manager or other key personnel is removed from association with this Agreement, giving the reason for removal.

E. Authority Approval of Replacement Personnel. The Engineer may not replace the project manager or key personnel without prior consent of the Authority. The Authority must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the Authority determines that the new project manager or key personnel is not acceptable, the Engineer may not use that person in that capacity and shall replace him or her with one satisfactory to the Authority within forty-five (45) days.

F. Ownership of Acquired Property. Except to the extent that a specific provision of this Agreement states to the contrary, the Authority shall own all intellectual property acquired or developed under this Agreement and all equipment purchased by the Engineer or its subcontractors under this Agreement. All intellectual property and equipment owned by the Authority shall be delivered to the Authority when this Agreement terminates, or when it is no longer needed for work performed under this Agreement, whichever occurs first.

G. The Engineer shall furnish and maintain, at its own expense, office space for the performance of all services, and adequate and sufficient personnel and equipment to perform the services as required. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them.

H. The Engineer agrees to maintain (in sufficient detail as will properly reflect all work done and results achieved in the performance of this Agreement) tracings, plans, specifications, maps, basic survey notes and sketches, books, records, reports, research notes, charts, graphs, comments, plans, comparisons, computations, analyses, recordings, photographs, computer programs, and documentations thereof, and other graphic or written data or deliverables generated in connection with the work called for in the Agreement; all such information and documentations to be termed "Data" under this Agreement.

I. All Data is the exclusive property of the Authority and shall be furnished to the Authority upon request and shall not be used or released by the Engineer or any other person except with the prior approval of the Authority. All documents prepared by the Engineer and all documents furnished to the Engineer by the Authority shall be delivered to the Authority upon completion of the relevant milestone for payment and/or termination of this Agreement. Provided, however, that none of the documents or materials are intended or represented by Engineer to be suitable for reuse by the Authority, or others on extensions of the project or on any other project. Any reuse of Data without written verification or adaptation by Engineer for use beyond the specific purpose intended will be at Authority's sole risk and without liability or legal exposure to Engineer.

SECTION 10. SUBCONTRACTING

A. Prior Approval. The Engineer shall not assign, subcontract or transfer any portion of professional services related to the work under this Agreement without prior written approval from the Authority.

B. DBE/HUB Compliance. The Engineer's subcontracting program shall comply with the requirements of Attachment H of the Agreement (DBE/HUB Requirements).

C. Required Provisions. All subcontracts for professional services shall include the provisions included in Attachment A, General Provisions, and any provisions required by law. The Engineer is authorized to pay subproviders in accordance with the terms of the subcontract, and the basis of payment may differ from the basis of payment by the Authority to the Engineer.

D. **Prior Review.** All subcontracts for professional services shall be approved as to form in writing by the Authority and, if applicable, by the Texas Department of Transportation prior to its execution and performance of work thereunder.

E. Engineer Responsibilities. No subcontract relieves the Engineer of any responsibilities under this Agreement.

SECTION 11. INSPECTION OF WORK

A. Review Rights. The Authority and if appropriate, the Texas Department of Transportation, and when federal funds are involved, the U. S. Department of Transportation, and any of their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

B. Reasonable Access. If any review or evaluation is made on the premises of the Engineer or a subprovider, the Engineer shall provide and require its subproviders to provide all reasonable facilities and assistance for the safety and convenience of the Authority and if appropriate the Authority, State, or federal representatives in the

performance of their duties.

SECTION 12. SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by the Authority before a final report is issued. The Authority's comments on the Engineer's preliminary report must be addressed in the final report.

SECTION 13. VIOLATION OF AGREEMENT TERMS (BREACH OF AGREEMENT)

A. Violation. Violation of the Agreement terms or breach of this Agreement by the Engineer shall be grounds for termination of the Agreement. Any additional costs to the Authority that arise from the Engineer's default, breach of Agreement, or violation of Agreement terms shall be paid by the Engineer. This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

B. Venue. Venue for disputes related to this Agreement shall be Hidalgo County, Texas.

C. Applicable Laws. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

SECTION 14. TERMINATION

A. Causes. The Agreement may be terminated before the stated completion date by any of the following conditions.

1. By mutual agreement and consent, in writing from both parties.
2. By the Authority by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By the Authority for reasons of its own, not subject to the mutual consent of the Engineer, by giving ten business days notice of termination in writing to the Engineer.
5. By the Authority, if the Engineer violates the provisions of Attachment A, General Provisions Section 21, Gratuities.
6. By satisfactory completion of all services and obligations described herein.

B. Measurement. Should the Authority terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Engineer. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the Authority terminate this Agreement under Paragraph A (4) or (5) above, the Engineer shall not incur costs during the ten-day notice period in excess of the amount incurred during the preceding ten (10) days.

C. Value of Completed Work. If the Engineer defaults in the performance of this Agreement or if the Authority terminates this Agreement for fault on the part of the Engineer, the Authority will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in Attachment E, Fee Schedule) by the Engineer in performing the work to the date of default; (2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the Authority; (4) the cost to the Authority of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; and (6) other factors which affect the value to the Authority of the work performed.

D. Calculation of Payments. The Authority shall use the fee schedule set forth in Attachment E to the Agreement (Fee Schedule) in determining the value of the work performed up to the time of termination. In the case of partially completed engineering services, eligible costs will be calculated as set forth in Attachment E, Fee Schedule. The sum of the provisional overhead percentage rate for payroll additives and for general and administrative overhead costs during the years in which work was performed shall be used to calculate partial payments.

E. Excusable Delays. Except with respect to defaults of subproviders, the Engineer shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Engineer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

F. Surviving Requirements. The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the Authority and the Engineer under this Agreement, except for those provisions that establish responsibilities that extend beyond the Agreement period.

G. Payment of Additional Costs. If termination of this Agreement is due to the failure of the Engineer to fulfill its Agreement obligations, the Authority may take over the project and prosecute the work to completion, and the Engineer shall be liable to the Authority for any additional cost to the Authority.

SECTION 15. COMPLIANCE WITH LAWS

The Engineer shall comply with all applicable Authority, federal, County and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, the Engineer shall furnish the Authority with satisfactory proof of its compliance therewith.

SECTION 16. INDEMNIFICATION

A. THE ENGINEER SHALL SAVE AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, AND EMPLOYEES, FROM ALL CLAIMS, LIABILITY, ACTION, AND LOSS (INCLUDING DAMAGE OR INJURY INCLUDING DEATH TO PERSONS OR PROPERTY) DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, SUBCONTRACTORS, OR EMPLOYEES PERFORMED UNDER THIS AGREEMENT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT, INCLUDING ANY VIOLATION OF ANY STATUTES, ORDINANCES, BUILDING CODES OR REGULATIONS, OF THE ENGINEER OR OF ANY PERSON EMPLOYED OR ENGAGED BY THE ENGINEER, AND THE DEFENSE OF ANY SUCH CLAIMS, LIABILITY, ACTION, OR LOSS.

B. THE ENGINEER SHALL ALSO SAVE AND HOLD HARMLESS THE AUTHORITY FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, REASONBLE ATTORNEY FEES WHICH MAY BE INCURRED BY THE AUTHORITY OR LIABILITIES WHICH MAY BE IMPOSED ON THE AUTHORITY AS THE RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACT BY THE ENGINEER, ITS AGENTS, ITS SUBCONTRACTORS, OR EMPLOYEES.

SECTION 17. ENGINEER'S RESPONSIBILITY

A. Accuracy. The Engineer shall be responsible for the accuracy and completeness of work and shall promptly

make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

B. Errors and Omissions. The Engineer's responsibility for all questions arising from design errors and/or omissions will be determined by the Authority and all decisions shall be in accordance with the Authority's "Errors or Omissions Policy". The Engineer will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

C. Seal. The responsible Engineer shall sign, seal and date all appropriate engineering submissions to the Authority in accordance with the Texas Engineering Practice Act and the rules of the Texas Board of Professional Engineers.

D. Resealing of Documents. Once the work has been sealed and accepted by the Authority, the Authority, as the owner, will notify the party to this Agreement, in writing, of the possibility that a Authority engineer, as a second engineer, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second engineer will affix his seal to any work altered, completed, corrected, revised or added. The second engineer will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original engineer's design.

SECTION 18. NONCOLLUSION

A. Warranty. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer and those consultants, subconsultants, and providers identified in the presentation to the Authority's Board, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

B. Liability. For breach or violation of this warranty, the Authority shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION 19. INSURANCE

A. Insurance Liability Limits. The Engineer shall obtain and maintain insurance limits of liability for each of the types of insurance coverage identified as follows:

1. Workers' Compensation, endorsed with a waiver of subrogation in favor of the Authority in the amount of statutory obligations imposed under the Texas Workers' Compensation Law.
2. Commercial General Liability, endorsed with the Authority as an additional insured and endorsed with a waiver of subrogation in favor of the Authority to the extent of the liabilities assumed by Engineer under **Attachment A, Section 17** of this Agreement, in limits of liability of one million dollars ($1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
3. Professional Liability in limits of two million dollars ($2,000,000) each claim and in the aggregate.

The coverage and amounts designated herein are minimum requirements and do not establish limits of the Engineer's liability. Additional coverage may be provided at the Engineer's option and expense.

The issuer of any policy must have a rating of at least B+ and a financial size of Class VI or better according to the latest *Best's* rating.

B. Insurance Liability Limits. The Engineer shall furnish proof of insurance by means of a completed Attachment I – Certificate of Insurance - Hidalgo County Regional Mobility Authority, attached hereto and made a part thereof with the Project Name and the Engineer's name stated thereon, to be submitted prior to the beginning of the Project. The Engineer will be considered in breach of this Agreement should the Engineer fail to maintain the required insurance coverage during the term of this Agreement. The termination of this Agreement resulting from failure to maintain the required insurance will be carried out in accordance with the termination provisions herein.

C. Engineer's Risk. The services to be provided under this Agreement will be performed entirely at Engineer's risk and Engineer assumes all responsibility for the condition of vehicles or other instrumentalities used in the performance of this Agreement.

D. Work on Texas Department of Transportation Property. To the extent that the Texas Department of Transportation or this Agreement authorizes the Engineer or its subconsultants to perform any work on Texas Department of Transportation right of way, before beginning work the entity performing the work shall provide the Authority and the Texas Department of Transportation with a fully executed copy of the Department's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on Department right of way. This coverage shall be maintained until all work on the Department right of way is complete. If coverage is not maintained, all work on Department right of way shall cease immediately, and, the Authority may recover damages and all costs of completing the work.

SECTION 20. GRATUITIES

Employees of the Authority shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the Authority under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Authority. Any person doing business with or who may reasonably speaking do business with the Authority under this Agreement may not make any offer of benefits, gifts or favors to departmental employees, except as mentioned herein above. Failure on the part of the Engineer to adhere to this policy may result in the termination of this Agreement.

SECTION 21. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS

The Engineer agrees to comply with the requirements set forth in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Subcontracting Plan Requirements with an assigned goal or a zero goal, as determined by the Authority. The Engineer will adhere to the commitment and to participation by certain Disadvantaged Business Enterprises (DBE) agreed to by the Authority during negotiations. Refer to Attachment H-7 for copies of DBE Certifications.

SECTION 22. MAINTENANCE, RETENTION AND AUDIT OF RECORDS

A. Retention Period. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and services provided (hereinafter called the Records). The Engineer shall make the records available at its office during the Agreement period and for five (5) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely

and fully resolved, whichever occurs last.

B. Availability. The Authority or any of its duly authorized representatives and, if appropriate, the Texas Department of Transportation, the Federal Highway Administration, the United States, Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Engineer's Records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

SECTION 23. CIVIL RIGHTS COMPLIANCE

(1) Compliance with Regulations: The Engineer shall comply with the regulations of the Department of Transportation, Title 49, Code of Federal Regulations, Parts 21, 24, 26 and 60 as they relate to nondiscrimination; 23 CFR 710.405(B); also Executive Order 11246 titled Equal Employment Opportunity as amended by Executive Order 11375.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible."

(2) Nondiscrimination: The Engineer, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

(4) Information and Reports: The Engineer shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Engineer's noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such Agreement sanctions as the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Engineer under this Agreement until the Engineer complies and/or
(b) cancellation, termination, or suspension of this Agreement, in whole or in part.

(6) Incorporation of Provisions: The Engineer shall include the provisions of paragraphs (1) through (5) above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Authority and; if appropriate, the Texas Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Authority; or, if appropriate, the Texas Department of Transportation to enter into such litigation to protect the interests of the Authority; and, in addition, the Engineer, if appropriate, may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 24. PATENT RIGHTS
The Authority; and if appropriate, the Texas Department of Transportation; and the U. S. Department of Transportation shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Engineer under this Agreement.

SECTION 25. COMPUTER GRAPHICS FILES
The Engineer agrees to comply with Attachment G, Computer Graphics Files for Document and Information Exchange, if determined by the Authority to be applicable to this Agreement.

SECTION 26. CHILD SUPPORT CERTIFICATION
Under Section 231.006, Texas Family Code, the Engineer certifies that the individual or business entity named in this Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Engineer is liable to the Authority for attorney's fees, the cost necessary to complete this Agreement, including the cost of advertising and awarding a second Agreement, and any other damages provided by law or this Agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

SECTION 27. DISPUTES
A. Disputes Not Related to Agreement Services. The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the services authorized herein.

B. Disputes Concerning Work or Cost. Any dispute concerning the work hereunder or additional costs, or any non-procurement issues shall be settled by mediation and if mediation is unsuccessful then parties go to

trial under Texas State law.

SECTION 28. SUCCESSORS AND ASSIGNS
The Engineer and the Authority do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. The Engineer shall not assign, subcontract or transfer its interest in this Agreement without the prior written consent of the Authority.

SECTION 29. SEVERABILITY
In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 30. PRIOR AGREEMENTS SUPERSEDED
This Agreement constitutes the sole agreement of the parties hereto for the services authorized herein and supersedes any prior understandings or written or oral Agreements between the parties respecting the subject matter defined herein.

SECTION 31. CONFLICT OF INTEREST
A. Representation by Engineer. The undersigned represents that its firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the Authority or which in any way conflicts with the interests of the Authority. The firm shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Authority's interests.

B. Certification Status. The Engineer certifies that it is not:

1. a person required to register as a lobbyist under Chapter 305, Government Code; or
2. a public relations firm other than the firms identified in the presentation to the RMA Board.

C. Environmental Disclosure. If the Engineer will prepare an environmental impact statement or an environmental assessment under this Agreement, the Engineer certifies by executing this Agreement that it has no financial or other interest in the outcome of the project on which the environmental impact statement or environmental assessment is prepared.

SECTION 32. OFFICE OF MANAGEMENT AND BUDGET (OMB) AUDIT REQUIREMENTS
The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

SECTION 33. CERTIFICATIONS
A. The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive Federal funds and, when

requested by the Authority, to furnish a copy of the certification.

B. In accordance with Department of Transportation, Title 49, Code of Federal Regulations, Part 29 and by signature on this Agreement and the Debarment Certification attached hereto as Attachment K, the Engineer certifies its compliance and the compliance of any subconsultants or subcontractors present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving federal, state or Authority funds:

(1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
(2) does not have a proposed debarment pending;
(3) has not been suspended debarred, voluntarily excluded, or determined ineligible by an federal agency within the past three (3) years; and
(4) has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years as specified by Title 49, Code of Federal Regulations, paragraph 29.305(a).

C. The Engineer agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code as codified in Title 48, Federal Acquisition Regulations, Subpart 3.8 and subpart 52.203.11, prohibiting federal funds from being expended by a recipient or lower-tier subrecipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract or cooperative agreement. If federal funds are applied to the services under this Agreement, the Engineer and any subconsultants or subcontractors would be required to complete the Certification of Federal Contracts and, if necessary, the Disclosure of Lobbying Activities.

D. If the Project is a federal aid project, Engineer is required to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), which prohibit the use under non-exempt federal contract, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the USEPA Assistant Administrator of Enforcement.

ATTACHMENT B
SERVICES TO BE PROVIDE BY THE AUTHORITY

The **AUTHORITY** will provide the following general items.

1. Authorization to begin work with issuance of Notice to Proceed [NTP].
2. Timely payment for work performed by the **Engineer** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project:
   A. Electronic copy of project plans.
   B. Electronic copy of contract Proposal and any Addendums per project.
   C. Limited Access to Appia and ProjectWise.
   D. Storm Water Pollution Prevention Plan (SW3P) information.
   F. SW3P Coordination procedures.
   G. Best Practices coordination procedures (Disadvantaged Business Enterprise, (Materials, General Bookkeeping).
5. Review and approve the **Engineer**'s progress schedule with milestone activities and/or deliverables.
6. The **AUTHORITY** will provide the Environmental Document and electronic Constraints map for the project for development of the Environmental Permits, Issues and Commitments (EPIC) sheets and any other compliance issues.

RIGHT-OF-WAY DATA:

The **AUTHORITY** will provide the following:

1. Assist the **Engineer**, as necessary, with coordination of any utility relocations that may be required.
2. Ownership Data
   a. Ownership Information shall be provided for the corridor width.
   b. All utility ownership shall be provided.
3. Utility Adjustments:
   AUTHORITY (TxDOT as necessary) will provide executed utility agreements to the Engineer for all required utility adjustments.
5. Survey and Stake Right-of-Way
6. Right of Entry to all affected properties located within the project limits.
7. Deliverables: Right of way Map in electronic format (PDF)

MANAGEMENT:

The **AUTHORITY** will provide the following:

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

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

APPLICABILITY:

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

ABBREVIATIONS, ABBREVIATIONS, and DEFINITIONS:

HCRMA OR AUTHORITY shall mean Hidalgo County Regional Mobility Authority
PMC (GEC) shall mean Program Management Consultant (General Engineering Consultant) (Dannenbaum Engineering Corporation)
ENGINEER shall mean B2Z Engineering, LLC
TxDOT shall mean Texas Department of Transportation
FHWA shall mean Federal Highway Administration
IBWC shall mean International Boundary and Water Commission
USFWS shall mean United States Fish & Wildlife Service
THC shall mean Texas Historical Commission
SHPO shall mean State Highway Preservation Office
USACE shall mean United States Army Corps of Engineers
GSA shall mean General Services Administration
HCMPO shall mean Hidalgo County Metropolitan Planning Organization
FAA shall mean Federal Aviation Administration
MTP shall mean Metropolitan Transportation Plan
TIP shall mean Transportation Improvement Program
MUTCD shall mean Manual of Uniform Traffic Control Devices
AASHTO shall mean American Association of State Highway and Transportation Officials
LRFD shall mean Load & Resistance Factor Design
PS&E shall mean Plans, Specifications and Estimate
ACP shall mean Asphaltic Concrete Pavement
CSJ shall mean Control Section Job (highway project designation number)
ADP shall mean Advance Project Development

AAP	AASHTO Accreditation Program (AASHTO re:source and CCRL)
AASHTO	American Association of State Highway Transportation Officials
ACI	American Concrete Institute
AO	Area Office
AQMP	Aggregate Quality Monitoring Program
CAR	Corrective Action Report
CCRL	Concrete and Cement Reference Laboratory
CE&I	Construction Engineering and Inspection
CFR	Code of Federal Regulations
MTD	Materials and Tests Division
CMEC	Construction Materials Engineering Council
FHWA	Federal Highway Administration
HMA	Hot-Mix Asphalt
HMAC	Hot-Mix Asphalt Center
IA	Independent Assurance
L-A-B	Laboratory Accreditation Bureau
MPL	Material Producer List
QAP	Quality Assurance Program
QAT	Quality Assurance Test
QC	Quality Control
SM	SiteManager
TXAPA	Texas Asphalt Pavement Association
TxDOT	Texas Department of Transportation

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
PROJECT DESCRIPTION

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

County/HCRMA: Hidalgo County

CSJ number: 0921-02-368

Project/Description: Provide construction materials testing to assure the materials incorporated into 2.32 miles of levee work on Phase II of 365 Toll highway construction project are subject to verification sampling and testing when required and meet project plans and specifications; and administering Quality Monitoring and Quality Assurance Program. Overall project consists of construction of a 12.4 mile tolled facility from FM 396 & GSA Connector to US 281 (Military Highway), which consists of: of grading, flexible base, lime treated subgrade, asphaltic concrete pavement, concrete pavement, signing and pavement markings, cross culverts, bridge structures, retaining walls, illumination and toll equipment.

Length: 2.32 Miles (Approx)

Highway: 365TOLL

Limits: (See Location Map Attached)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Enter all test data in Site Manager.

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

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

SUMMARY OF DELIVERABLES:

The Engineer shall provide the following:

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

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

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

WORK AUTHORIZATION

ATTACHMENT D-1

WORK AUTHORIZATION NO. ____
AGREEMENT FOR ENGINEERING SERVICES

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

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

PART II. The maximum amount payable under this Work Authorization is $_____ and the method of payment is _____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 _____, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

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

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

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

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 B2Z Engineering, LLC. (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	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Aisha Gonzalez .	Pilar Rodriguez
(Printed Name)	(Printed Name)
President	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

ATTACHMENT E

FEE SCHEDULE

TEST NO.	CMT Firm: B2Z ENGINEERING Date: 09/13/2021			2020-23			
	Geotechnical Services		Unit	FINAL NEGOTIATED RATES 9/3/2021			COMMENTS
1	Mobilization/Demobilization		each	$ 400.00			$6/mile for anything < 67 miles per trip or $400 > 67 miles
	Drilling, Logging, &Recovering Samples (With TCP)		per mile	$ 6.00			
2A	1. Depth ≤ 50 feet		Tex-132-E (every 5 feet)	$ 28.63			
2B	2. Depth ≥ 50 feet		linear foot	$ 30.71			
	Drilling, Logging, &Recovering Samples (Without TCP)			$ -			
3A	1. Depth ≤ 50 feet ( )		linear foot	$ 26.02			
3B	2. Depth ≥ 50 feet ( )		linear foot	$ 28.03			
4	Rock Coring (Soft Rock) [2]		linear foot	$ 12.07			
5	Rock Coring (Hard Rock) [2]		linear foot	$ 16.00			
6	Staking Borings and Utility Locations		hour	$ 109.03			
	Standby Time (sampling)		hour	$ 250.00			
7A	1. Hot Mix Asphalt (minumum of one hour)		each	$ 100.00			
7B	2. Concrete (minumum of one hour)		each	$ 159.30			
8	Piezometer - 2 inch (including well completion and installation)		linear foot	$ 40.00			
9	Grouting of Borings		linear foot	$ 5.00			
10	Traffic Control - Major		day	$ 1,200.00			
	Laboratory Test	Test Method	Unit	$ -			
11	Volumetric Shrinkage	ASTM D427	each	$ 91.00			
12	Standard Poor Test	ASTM D698	each	$ 210.00			
13	Modified Poor Test	ASTM D1557	each	$ 250.00			
14	Standard Penetration Test (SPT)	ASTM D1586	LF	$ 30.04			
15	California Bearing Ratio (Single Sample without MD Curve)	ASTM D1883	test	$ 275.00			
16	Unconfined Compressive Strength (Soil)	ASTM D2166	each	$ 62.00			
17	Hydraulic Conductivity Permeability	ASTM D2434	each	$ 330.00			
18	One Dimensional Consolidation Properties of Soil	ASTM D2435	each	$ 450.00			
19	Unconfined Compressive Strength (Rock)	ASTM D2938	each	$ 76.00			
20	Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	set of 3	$ 625.00			
21	Direct Shear Test of Soils Under Consolidated Drained Conditions, SAND	ASTM D3080	set of 3	$ 475.00			
22	Direct Shear Test of Soils Under Consolidated Drained Conditions, CLAY	ASTM D3080	set of 3	$ 650.00			
23	Splitting Tensile of Intact Rock Core	ASTM D3967	each	$ 120.00			
24	Water Stand Pipes	ASTM D4043	each	$ 37.69			
25	Calcium Carbonate Content of Soils	ASTM D4373	LF	$ 62.00			
26	Hydraulic Conductivity Permeability	ASTM D4511	each	$ 260.00			
27	One Dimensional Swell, Methods A&B	ASTM D4546	each	$ 249.47			
28	One Dimensional Swell, Method B Only	ASTM D4546	each	$ 300.00			
29	One Dimensional Swell, Method C	ASTM D4546	each	$ 247.52			
30	Permeability of Silt and Clays	ASTM D5084	each	$ 350.00			
31	Suction Test (Filter Method)	ASTM D5298	each	$ 80.00			
32	Casagrande Type Piezometers	N/A	each	$ 325.00			
33	Casagrande Type Piezometers Installation	N/A	each	$ 420.00			
~~34~~	~~Miscellaneous Testing~~	~~N/A~~	~~each~~	~~$ 55.00~~			
35	Vertical Inclinometer	N/A	each	$ 400.00			
36	Vertical Inclinometer Installation	N/A	each	$ 700.00			
37	Vibrating Wire Piezometer	N/A	each	$ 760.00			
38	Vibrating Wire Piezometer Installation	N/A	each	$ 800.00			
39	Soil Boring with SPT	ASTM D1586	LF	$ 32.00			
	Laboratory Test	Test Method					
	Soils & Base Testing						
40	Sampling	Tex-400-A	hour	$ 55.00			
41	Sample Preparation	Tex-101-E	each	$ 53.00			
42	Determining Slaking Time	Tex-102-E	each	$ 50.00			
43	Moisture Content	Tex-103-E	each	$ 13.00			
44	Atterburg Limits	Tex-104,105&106-E	Set of 3	$ 75.00			
45	Linear Bar Shrinkage (per bar)	Tex-107-E	each	$ 61.84			
46	Determining the Specific Gravity of Soils	Tex-108-E	each	$ 65.00			
47	Sieve Analysis	Tex-110-E, Part I	each	$ 68.00			
48	Sieve Analysis (Hydrometer with Tex-108-E)	Tex-110-E, Part II	each	$ 78.00			
49	Hydrometer with Tex-108-E (in conjunctin with Tex-110-E, Part II)	Tex-108-E	each	$ 56.00			
50	Percent Passing No. 200 Sieve	Tex-111-E	each	$ 65.00			
51	Determining the Amount of Material in Solis Finer than the 75 mi	Tex-111-E	each	$ 49.00			
52	Admixing Lime to Reduce Plasticity Index of Soils	Tex-112-E	each	$ 110.00			
53	Moisture-Density Relationship	Tex-113-E	each	$ 240.00			
54	Moisture-Density Relationship	Tex-114-E	each	$ 215.00			
55	Field Density Measurements	Tex-115-E	hour	$ 50.00			
56	Wet Ball Mill Test	Tex-116-E	each	$ 230.00			
57	Texas Triaxial Compression [6]	Tex-117-E, Part I	each	$ 425.00			
58	Texas Triaxial Compression [6]	Tex-117-E, Part II	each	$ 1,050.00			
59	Quality Assurance (QA) Series for Flexible Base [7] [8]	See Foot Notes	each	$ 1,800.00			
60	Soil- Cement Testing [7]	Tex-120-E, Part II	each	$ 400.00			
61	Soil- Lime Testing [7]	Tex-121-E, Part II	each	$ 410.00			
61.1	Soil-Lime Testing Determining Stabilization Ability of Lime by Soil pH	Tex-121-E, Part III	each	$ 400.00			
62	Determining the Drainage Factor of Soil Materials (Not Field Test)	Tex-123-E ++	each	$ 70.00			
63	Determining Modulus of Sub-grade Recaction (K Value) (Not Field Test)	Tex-125-E ++	each	$ 110.00			
64	Molding, Testing, and Evaluation Bituminous Black Base Materials	Tex-126-E ++	each	$ 1,490.00			
65	Lime-Fly Ash Compression [7]	Tex-127-E	each	$ 750.00			
66	Soil pH	Tex-128-E	each	$ 45.00			
67	Resistivity of Soils	Tex-129-E	each	$ 100.00			
68	Slurry Testing	Tex-130-E	each	$ 97.00			
69	Texas Cone Penetration	Tex-132-E	each	$ 32.00			
70	Freezing and Thawing Tests oc Compacted Soil-Cement Mixture	Tex-135-E	each	$ 240.00			
71	Thickness of Pavement Layers (4 hour minimum)	Tex-140-E	hour	$ 53.00			
72	Manual Procedure for Description and Identification of Soils	Tex-141-E	each	$ 46.00			
73	Laboratory Classification os Soils for Engineering Purposes	Tex-142-E	each	$ 50.00			
74	Sulfate Content in Soils	Tex-145-E	each	$ 68.33			
75	Conductivity Test for Field Detection of Sulfates in Soil	Tex-146-E	each	$ 65.00			
75.1	Organic Content Using UV-VIS Method	Tex-148-E	each	$ 85.00			
76	Determining Cholride and Sulfate Contents in Soils	Tex-620-J	each	$ 80.00			
77	Free Swell Test	EM1110-2-1906	each	$ 155.00			
78	Pressure Swell Test	EM1110-2-1906	each	$ 255.00			
79	One-Dimensional Swell	ASTM D4546	each	$ 250.00			
80	One-Dimensional Swell (Method B Only)	ASTM D4546	each	$ 275.00			
81	Potential Vertical Rise Calculation	Tex-124-E	each	$ 68.00			
82	Volumetric Shrinkage	ASTM D4943	each	$ 95.00			

~~83~~	~~Volumetric Shrinkage~~	~~ASTM D427~~	~~each~~	~~$ 57.93~~			
84	Unconfined Compression Test (Soil)	ASTM D2166	each	$ 62.00			
85	Unconfined Compression Test (Rock)	ASTM D2938	each	$ 76.00			
86	Unconfined Compression Test (Rock) (Method D)	ASTM D7012	each	$ 57.25			
	Unconsolidated Undrained (UU) Triaxial Compression Test						
87	1. Set of Three	Tex-118-E	set	$ 275.00			
88	2. Multistage	Tex-118-E	each	$ 250.00			
	Consolidated Undrained (CU) Triaxial Compression Test						
89	1. Set of Three	Tex-131-E or ASTM D4767	set	$ 1,220.00			
90	2. Multistage	Tex-131-E or ASTM D4767	each	$ 1,040.00			
	Consolidated Drained (CD) Triaxial Compression Test						
91	1. Set of Three	Tex-131-E or ASTM D4767	set	$ 860.00			
92	2. Multistage	Tex-131-E or ASTM D4767	each	$ 820.00			
93	Direct Shear Consolidated Drained (CD), sand	ASTM D3080	set of 3	$ 475.00			
94	Direct Shear Consolidated Drained (CD), clay	ASTM D3080	set of 3	$ 650.00			
95	One-Dimensional Consolidation Test (7 load increments)	ASTM D2435	each	$ 589.80			
96	Resilient Modulus (fine-grained soils)	AASHTO T307	each	$ 950.00			
	Hot Mix Asphalt Testing						
97	Sieve Analysis of Fine and Coarse Aggregates	Tex-200-F	each	$ 68.33			
98	Bulk Specific Gravity and Water Absorption of Aggregates	Tex-201-F	each	$ 76.00			
99	Apparent Specific Gravity of Material Finer Than 180 µm (No. 80) Sieve	Tex-202-F	each	$ 52.00			
100	Sand Equivalent Test	Tex-203-F	each	$ 78.00			
101	Labortory Method of Mixing Bituminous Mixtures	Tex-205-F	Set of 3	$ 105.00			
102	Compacting Specimens Using the Texas Gyratory Compactor (TG	Tex-206-F	Set of 3	$ 90.00			
103	Determining Bulk Specific Gravity of Compacted Bituminuous Mixtures	Tex-207-F (I)	each	$ 30.00			
104	Determining In-Place Density of Compacted Bituminuous Mixtures (Nuclear Method)	Tex-207-F (III)	each	$ 30.00			
105	Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (IV)	each	$ 82.00			
106	Segregation Profile	Tex-207-F (V)	each	$ 175.00			
107	Joint Density	Tex-207-F (VII)	each	$ 175.00			
108	Test of Stabilometer Value of Bituminous Mixtures	Tex-208-F	set of 3	$ 120.00			
109	Determining Asphalt Content of Bituminous Mixtures by Extraction	Tex-210-F	each	$ 147.81			
110	Recovery of Asphalt from Bituminou Mixtures by the Abson Pro	Tex-211-F	each	$ 218.00			
111	Determining Moisture Content of Bituminous Mixtures	Tex-212-F	each	$ 54.00			
112	Determining Hydrocarbon-Volatile Content of Bituminous Mixture	Tex-213-F	each	$ 110.00			
113	Determining Deleterious Material and Decantation Test for Coarse Aggregates	Tex-217-F	each	$ 78.84			
114	Indirect Tensile Strength Test	Tex-226-F	each	$ 475.00			
115	Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	each	$ 95.00			
116	Determining Asphalt Content of Bituminous Mixtures by the Nuclear	Tex-228-F	each	$ 60.00			
117	Combined HMAC Cold-Belt Sampling and Testing Procedure	Tex-229-F	each	$ 60.00			
118	Determining Draindown Characteristics in Bituminous Mixtures	Tex-235-F	each	$ 55.00			
119	Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex-236-F	each	$ 130.00			
120	Asphalt Release Agents	Tex-239-F	each	$ 75.00			
121	Superpave Gyratory Compacting of Test Specimens of Bituminous	Tex-241-F	each	$ 130.00			
122	Hamburg Wheel Tracker	Tex-242-F	each	$ 236.51			
123	Tack Coat Adhesion	Tex-243-F	each	$ 104.09			
124	Thremal Profile	Tex-244-F	each	$ 126.14			
125	Cantabro Loss	Tex-245-F	each	$ 190.00			
126	Permeability or Water Flow of Hot Mix Asphalt	Tex-246-F	each	$ 68.00			
127	Overlay Test	Tex-248-F	set of 3	$ 675.00			
128	Flat and Elongated Particles	Tex-280-F	each	$ 58.29			
129	Sampling Bituminous Materials, Pre-Molded Joint Fillers, and Joint	Tex-500-C	each	$ 60.00			
130	Asphalt Binder Water in Petroleum	501-C AASHTO	each	$ 93.00			
131	Penetration of Bituminous Materials	502-C AASHTO	each	$ 75.00			
132	Ductility of Asphalt Materials	503-C AASHTO	each	$ 110.00			
133	Flash and Fire Points by Cleveland Open Cup	504-C AASHTO	each	$ 60.00			
134	Softening Point of Bitumen (Riing and Ball Apparatus	505-C AASHTO	each	$ 90.00			
135	Solubility of Bituminous Materials	507-C AASHTO	each	$ 100.00			
136	Specific Gravity	508-C AASHTO	each	$ 70.00			
137	Spot Test of Asphaltic Materials	509-C AASHTO	each	$ 155.00			
138	Effect of Heat and Air on Asphalt Materials (Thin-Film Oven Test)	510-C AASHTO	each	$ 63.00			
139	Flash Point with Tag Open-Cup Apparatus for Use with Material H	512-C AASHTO	each	$ 68.00			
140	Saybolt Viscosity	513-C AASHTO	each	$ 75.00			
141	Cutback Asphalts - Specific Gravity, API Gravity, or Density of Cutback Asphalts by Hdyrometer Method; Emulsified Asphalts - Weight per Gallon of Emulsified Asphalt	Tex-514-C ASTM D3142 ASTM D244	each	$ 130.00			
142	Distillation of Cutback Asphalt Products	515-C AASHTO	each	$ 170.00			
143	Float Test for Bituminous Materials	519-C AASHTO	each	$ 70.00			
144	Standard Test Method for Emulsified Asphalts	521-C AASHTO	each	$ 190.00			
145	Viscosity of Asphalts by Vacuum Capillary Viscometer	528-C AASHTO	each	$ 35.00			
146	Kinematic Viscosity of Asphalts (Bitumens)	529-C AASHTO	each	$ 75.00			
147	Boil Test (Effect of Water on Paving Mix)	Tex-530/531-C	each	$ 130.00			
148	Field Coring - ACP Thickness	ASTM D3549	each	$ 100.00			
149	Pavement Thickness Determin. (Full Depth)	ASTM D3549	each	$ 130.00			
150	Determining Polymer Additive Percentages in Polymer Modified	Tex-533-C	each	$ 60.00			
151	Calculating Viscosity from Penetration	Tex-535-C	each	$ 75.00			
152	Elastic Recovery of Tensile Deformation Using a Ductilometer	Tex-539-C	each	$ 65.00			
153	Measurement of Polymer Separation on Heating in Modified Asphalat	Tex-540-C	each	$ 95.00			
154	Rolling Thin Film Oven Test for Asphalt Binders	541-C ASSHTO	each	$ 110.00			
155	Flexural Creep Stiffness Using the Bending Beam Rheometer	AASHTO T313	each	$ 200.00			
156	Determining Rheological Properties of Asphalt Binder Using a Dy	AASHTO T315	each	$ 120.00			
157	Determining Breaking Index for Asphalt Emulsions	Tex-542-C	each	$ 215.00			
158	Resilience Test for Sealants and Repair Materials	Tex-547-C	each	$ 250.00			
159	Tensile Strain to Failure	Tex-548-C	each	$ 60.00			
160	Cone Flow Test	Tex-549-C	each	$ 55.00			
161	Flexibility Test for Sealants and Repair Materials	Tex-550-C	each	$ 250.00			
162	Settlement of Sealants and Repair Materials	Tex-551-C	each	$ 88.00			
	Concrete & Aggregate Testing						
163	Sieve Analysis for Conc. Agg	Tex-401-A	each	$ 73.58			
164	Fineness Modulus for Conc. Agg	Tex-402-A	each	$ 18.00			
165	SSD Specific Gravity / Absorption Conc. Agg	Tex-403-A	each	$ 78.00			
166	Unit Weight of Conc. Agg	Tex-404-A	each	$ 40.00			
167	Determining Pecent Voids and Solids in Concrete	Tex-405-A	each	$ 65.00			
168	Decantation for Conc. Agg	Tex-406-A	each	$ 54.00			
169	Organic Impurities for Conc. Agg	Tex-408-A	each	$ 52.00			
170	Free Moisture and Water Absorption in Aggregate for Concrete	Tex-409-A	each	$ 65.00			
171	L.A. Abrasion	Tex-410-A	each	$ 400.00			
172	5 Cycle Magnesium Soundness	Tex-411-A	each	$ 450.00			
173	Deleterious Material for Conc. Agg	Tex-413-A	each	$ 60.00			
174	Air Content of Fresh Concrete by Volumeteric	Tex-414-A	each	$ 30.00			
175	Slump of Fresh Concrete	Tex-415-A	each	$ 23.00			
176	Air Content of Fresh Concrete by Pressure	Tex-416-A	each	$ 26.28			
177	Unit Weight, Yield and Air Content (Gravimetric) of Concrete	Tex-417-A	each	$ 35.00			
178	Comp. Strength of Cyl. Conc. Specimen	Tex-418-A	each	$ 15.00			
179	Measure Temp. of Fresh Conc.	Tex-422-A	each	$ 20.00			
180	Obtaining & Testing Drilled Conc. Cores	Tex-424-A	each	$ 250.00			
181	Absorption and Dry Bulk Specific Gravity of Lightweight Coarse	Tex-433-A	each	$ 95.00			
182	Test Flow of Grout Mixtures (Flow Cone Method)	Tex-437-A	each	$ 65.00			
183	Accelerated Polish Test for Coarse Aggregate	Tex-438-A	each	$ 675.00			

184	Det. Comp. Strength of Grouts	Tex-442-A	each	$ 18.00			
185	Making & Curing Conc. Test Specimen	Tex-447-A	each	$ 14.00			
186	Flexural Strength of Concrete Using Simple Beam Third-Point Load	Tex-448-A	each	$ 40.00			
187	Capping Cyl. Conc. Specimen	Tex-450-A	each	$ 14.00			
188	Degradation of Coarse Aggregate by Micro-Devel Abrasion	Tex-461-A	each	$ 266.50			
189	Uniformity of Concrete	Tex-472-A	each	$ 110.00			
	Additional Testing	Test Method	Unit				
190	Geogrid Testing	Tex-621-J	each	$ 740.00			
191	Water Quality Testing	Tex-619-J	each	$ 150.00			
192	Lime Testing	Tex-600-J	each	$ 300.00			
193	Operating Inertial Profilers and Evaluating Pavement Profiles	Tex-1001-S	each	$ 1,750.00			
194	Vane Shear Testing	ASTM D2573	each	$ 300.00			
	Miscellaneous Testing	Test Method	Unit				
~~195~~	~~Structural Field Welding~~	~~NA~~	~~hour~~	$ 150.00			
	~~Equipment & Supplies for MT & UT~~		~~day~~	$ 150.00			
	Other Direct Expenses		Unit				
	Photocopies B/W (8 1/2" X 11")		each	$ 0.15			
	Photocopies B/W (11" X 17")		each	$ 0.23			
	Photocopies Color (8 1/2" X 11")		each	$ 0.82			
	Photocopies Color (11" X 17")		each	$ 1.41			
	Digital Ortho Plotting		sheet	$ 2.43			
	CADD Plotting		linear foot	$ 1.00			
	Plots (B/W on Bond)		linear foot	$ 0.91			
	Plots (Color on Bond)		linear foot	$ 1.75			
	Plots (Color on Photgraphic Paper)		linear foot	$ 2.72			
	Reproduction of CD/DVD		each	$ 5.00			

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

EXHIBIT D

ESTIMATED MAN-HOURS AND TEST BREAKDOWN

Hidalgo County RMA 365 Tollway
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 proposer compaction as required by project plans and specifications.

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Liquid Limit		Tex-104-E	PI>15 ~ Every 5,000 CY	included with PI	Each			
Plasticity Index		Tex-106-E	PI>15 ~ Every 5,000 CY		Each	127	$75.00	$9,525.00
Gradation		Tex-110-E	Every 10,000 CY		Each	64	$68.00	$4,352.00
Moisture/Density		Tex-114-E	One per Each Material		Each	5	$215.00	$1,075.00
In-Place Density		Tex-115-E	Every 5,000 CY or 6,000 Linear Feet (Min. 1 per Lift)		Each	127	$50.00	$6,350.00
Tech Time (Soils)				PI,Gr,MD & FD	Hour	822	$68.02	$55,912.44
# of Trips (Tech)				106 Trips (40 Miles RT)	Mile	4,240	$6.00	$25,440.00
**Admin/Clerical					Hour	244	$61.95	$15,115.80
							Item Subtotal	$117,770.24

Lime (ITEM 260)

- 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.

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Compliance of Lime (DMS 6350)		Tex-600-J	1 per 200 Tons		Each	5	$300.00	$1,500.00
							Item Subtotal	$1,500.00

Existing Material (Lime Treated) (ITEM 260)

- 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 proposer compaction as required by project plans and specifications.

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Pulverization Gradation		Tex-101-E (Part III)	Each 4,500 CY	Inc. to 5 - 1 per Leg (Job)	Each	7	$53.00	$371.00
Liquid Limit		Tex-104-E		included with PI	Each		$0.00	$0.00
Plasticity Index		Tex-106-E	Each 5,000 CY	Inc. to 5 - 1 per Leg (Job)	Each	6	$75.00	$450.00
Gradation		Tex-110-E	Each 5,000 CY	Inc. to 5 - 1 per Leg (Job)	Each	6	$68.00	$408.00
Moisture/Density		Tex-114-E	One per Each Material		Each	2	$215.00	$430.00
In-Place Density		Tex-115-E	Every 3,000 CY		Each	10	$50.00	$500.00
Tech Time (Soils)				PI,Gr,MD & FD	Hour	65	$68.02	$4,421.30
# of Trips (Tech)				15 Trips (40 Miles RT)	Mile	600	$6.00	$3,600.00
**Admin/Clerical					Hour	14	$61.95	$867.30
							Item Subtotal	$11,047.60

Flexible Base (Untreated - Stockpile Testing) (ITEM 247)

- 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.

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Liquid Limit		Tex-104-E		included with PI	Each		$0.00	$0.00
Plasticity Index		Tex-106-E	Each 5,000 CY		Each	2	$75.00	$150.00
Gradation		Tex-110-E	Each 5,000 CY		Each	2	$68.00	$136.00

Moisture/Density		Tex-113-E	Every 20,000 CY		Each	1	$240.00	$240.00
In-Place Density		Tex-115-E	Every 3,000 CY	Inc. to 10 - 2 per Leg (Job)	Each	10	$50.00	$500.00
Wet Ball Mill		Tex-116-E	Every 20,000 CY		Each	1	$230.00	$230.00
Triaxial		Tex-117-E	Every 20,000 CY		Each	1	$1,800.00	$1,800.00
Tech Time (Soils)				PI, MD & WB/Triax.	Hour	23	$68.02	$1,564.46
# of Trips (Tech)				10 Trip (40 Miles RT)	Mile	400	$6.00	$2,400.00
**Admin/Clerical					Hour	10	$61.95	$619.50
							Item Subtotal	$7,639.96

Hydraulic Cement Concrete Gatewell Structure & Foundation (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 a the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

		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	$54.00	$54.00
Sieve Analysis		Tex-401-A	Each 1,000 CY (ea source)	5 Sieve	Each	1	$73.58	$73.58
Deleterious Matl.		Tex-413-A	Each 20,000 CY(or source)		Each	1	$60.00	$60.00
Fine Aggr.				QA Test. (QC by Source)				
Sand Equivalent		Tex-203-F	Each 1,000 CY(ea source)		Each	1	$78.00	$78.00
Organic Imp.		Tex-408-A	One Per Project Per Source		Each	1	$52.00	$52.00
Sieve Analysis		Tex-401-A	Each 1,000 CY(ea source)		Each	1	$73.58	$73.58
Fineness Mod.		Tex-402-A	Each 1,000 CY(ea source)		Each	1	$18.00	$18.00
Deleterious Matl.		Tex-413-A	Each 20,000 CY(or source)		Each	1	$60.00	$60.00
Concrete								
*Strength		Tex-447-A & Tex-418-A	Each 60 CY(1 Sets = 5 Cyl.)		Each	40	$29.00	$1,160.00
Slump		Tex-415-A	One per Set		Each	8	$23.00	$184.00
Entrained Air		Tex-416-A	One per Set		Each	8	$26.28	$210.24
Temperature		Tex-422-A	One per Set		Each	8	$20.00	$160.00
Tech Time (Aggr)					Hour	16	$68.02	$1,088.32
Tech Time (Conc)					Hour	47	$68.02	$3,196.94
# of Trips (Tech)				22 Trips (40 Miles RT)	Mile	880	$6.00	$5,280.00
**Admin/Clerical					Hour	17	$61.95	$1,053.15
							Item Subtotal	$12,801.81

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 a the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Concrete								
*Strength		Tex-447-A & Tex-418-A	Each 180 CY(1 Set = 2 Cyl.)	Adjust Per Str & Placement	Each	24	$29.00	$696.00
								$0.00
Tech Time (Conc)					Hour	66	$68.02	$4,489.32
# of Trips (Tech)				18 Trips (40 Miles RT)	Mile	720	$6.00	$4,320.00
**Admin/Clerical					Hour	34	$61.95	$2,106.30
							Item Subtotal	$11,611.62

Batching for Hydrulic Cement Concrete (Class C) & Asphalt Concrete Pavement (ACP) - 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 as well a the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Concrete								
Tech Time (Conc)					Hour	24	$68.02	$1,632.48

# of Trips (Tech)				**8 Trip (40 Miles RT)**	**Mile**			
****Admin/Clerical**					**Hour**	**12**	**$61.95**	**$743.40**
							Item Subtotal	**$2,375.88**

*** Concrete Strength testing includes strength testing of cylinder specimens (breaks) as well as preperation, holding and curing of strength specimen costs**
~ 1 Set is defined as 2 Cylinders (7-day or 28-day)
~ All Structural Concrete requires a minimum 2 Sets per Test Location (5 Cyl.)
**** Project Administrative Fee is assessed on a per invoice basis and involves engineering review, evaluation, management and administration**

Summary

Sub-Total (CMT Items) =	**$164,747.11**
Engineering Lab Manager (112 hrs x 94.71 Hr.)	**$10,607.52**
Project Engineer (QA/QC of CMT) (56 hrs x 133.98 Hr.)	**$7,502.88**
Total :	**$182,857.51**
Contingency (Estimated at 10%)	**$18,285.751**
Constuction Materials Testing Total	**$201,143.26**

ATTACHMENT E-1
Final Cost Proposal Form

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

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

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

EXHIBIT F

WORK SCHEDULE

HCRMA Construction & Materials Testing Services
TOLL365 (SH 365)

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

ATTACHMENT H-MOU

MEMORANDUM OF UNDERSTANDING REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORATION'S FEDERALY-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

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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.

(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

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 TRANSPORATION'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

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

Date: 3/13/08

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Dennis Burleson
Chairman

Date: 2/13/2008

158111-1 163.000

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.

State Funded Contracts

Attachment H-SG, Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts, State of Texas HUB Subcontracting Plan Required

- This provision is applicable to state funded contracts with a HUB goal assigned.
- 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.
- 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.
- 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.
- Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

Attachment H-SN, Historically Underutilized Business (HUB) Participation for State Funded Professional or Technical Services Contracts, No State of Texas HUB Subcontracting Plan Required

- 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.
- 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.
- Attachment H-6 must be submitted monthly to the AUTHORITY Office even though there is no invoice being submitted or subcontracting to report.
- Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

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.

- Required for all State funded contracts.
- 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.
- A copy of Attachment H-6 must be submitted when supplying an invoice to the appropriate agency contact for payment.
- The “Object Code” section(s) on this form should remain blank.

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

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

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 .

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.

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

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.

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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.

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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.

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

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.

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.

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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 <u>are required</u> 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: B2Z Engineering, LLC Total Contract Amount: $201,143.26
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 1st 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 ***
Subprovider(s) Contract or % of Work* Totals					

*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: 6.0% Prime Provider B2Z Engineering, LLC

Work Authorization (WA)#: _____ WA Amount: **$0** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

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

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

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

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

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

Contract #: _____ Original Contract Amount: **$0**
Date of Execution: _____ Approved Supplemental Agreements: **$0**
Prime Provider: B2Z Engineering LLC. Total Contract Amount: **$0**
Work Authorization No. : _____ Work Authorization Amount: **$0**

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining

Fill out Progress Assessment Report with each estimate/invoice submitted, *for all subcontracts*, and forward as follows:
1 Copy with Invoice - Hidalgo County Regional Mobility Authority Office
I hereby certify that the above is true and correct statement of the amounts paid to the firms listed above.

Print Name - Company Official /DBE Liaison Officer | Signature | Phone | Date

Email | | Fax

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:

Vendor ID #	**Subprovider**	**Total $ Amount Paid to Date**
TOTAL		

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.

Name	Address	Phone Number

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

HUB Subcontracting Plan (HSP)
Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Contract/Requisition Number: _____ **Date of Award:** _____ (mm/dd/yyyy) **Object Code:** _____ (Agency Use Only)

Contracting Agency/University Name: _____

Contractor (Company) Name: _____ **State of Texas VID #:** _____

Point of Contact: _____ **Phone #:** _____

Reporting (Month) Period: _____ **Total Amount Paid this Reporting Period to** $ _____ -

Report HUB and Non-HUB subcontractor information

Subcontractor's Name	Subcontractor's VID or HUB Certificate Number	*Texas Certified HUB? (Yes or No)	Total Contract $ Amount from HSP with Subcontractor	Total $ Amount Paid This Reporting Period to Subcontractor	Total Contract $ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
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		TOTALS:	$ -	$ -	$ -	

Signature: _____ **Title:** _____ **Date:** _____

***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). 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: B2Z Engineering, LLC

BY: _____

DATE: _____

ATTACHMENT K
DEBARMENT CERTIFICATION



Quality Assurance Program for Design-Bid-Build Projects

May 2019

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SECTION 1 - INTRODUCTION

1.1 Overview

The Texas Department of Transportation (TxDOT) established the Quality Assurance Program (QAP) for Design-Bid-Build (D-B-B) Projects to ensure that materials and workmanship incorporated into highway construction projects are in reasonable conformity with the requirements of the approved plans and specifications, including any approved changes. This program conforms to the criteria in 23 CFR 637 B, where the Materials and Tests Division (MTD) central laboratory will be accredited under the AASHTO Accreditation Program (AAP) which oversees the statewide qualification program.

It consists of an "Acceptance Program" and "Independent Assurance (IA) Program" based on test results obtained by qualified persons and equipment.

The QAP allows for the use of validated Contractor-performed quality control (QC) test results as part of an acceptance decision. It also allows for the use of test results obtained by commercial laboratories in acceptance decisions. The acceptance of all materials and workmanship is the responsibility of the Engineer.

1.2 Support

For more information regarding the information and procedures in the program, contact the Materials and Tests Division (MTD) Administration at 512/506-5843.

SECTION 2 - ACCEPTANCE PROGRAM

2.1 Overview

The Quality Assurance Program (QAP) assures materials, incorporated into any highway construction project, are subject to verification sampling and testing, as well as quality control (QC) sampling and testing when required by the specifications.

The District Engineer will delegate an individual at the district level for the accountability of certification verification in SiteManager (SM) and at the laboratory for various project delivery options applicable to the DBB program.

The delegation of authority should encompass a mechanism that provides oversight authority and an audit function to ensure compliance. Additional information can be found in Section 6.7 – Dispute Resolution.

2.2 Sampling and Testing Frequency and Location

Verification sampling and testing will be performed at the location and frequency established in the Department's Guide Schedule of Sampling and Testing for Design-Bid-Build (DBB) Projects (DBB Guide Schedule) or specifications specific to each project.

2.3 Documentation

Testing will be documented within SiteManager on the department approved excel templates. When the tester does not enter test results directly into SM, the hardcopy will need to be scanned and attached to the SM sample documenting the tester's name.

2.4 Quality Control Sampling and Testing

Contractor-performed QC sampling and testing may be used as part of an acceptance decision when required or allowed by specification.

QC sampling and testing personnel, laboratories, and equipment will be qualified in accordance with Section 6 – Technician Qualification Program and Section 7 – Laboratory Qualification Program and will be evaluated under the Independent Assurance Program, as described in Section 3 of this document.

QC test results will be validated by verification test results obtained from independently taken samples. Qualified TxDOT personnel or their designated agents will perform verification sampling and testing.

2.5 Dispute Resolution

When QC test results are used in the acceptance decision, the MTD central laboratory or an accredited independent laboratory approved by MTD will perform the referee testing. The referee laboratory decision will be final.

SECTION 3 - INDEPENDENT ASSURANCE PROGRAM

3.1 Overview

The Independent Assurance (IA) program evaluates all sampling and testing procedures, personnel, and equipment used as part of an acceptance decision.

The IA program evaluates the qualified sampling and testing personnel and testing equipment and is established using the system approach. The system approach bases frequency of IA activities on time—regardless of the number of tests, quantities of materials, or numbers of projects tested by the individual being evaluated.

3.2 Required Frequencies and Activities

Table 1 gives the frequencies and activities required for evaluating sampling and testing personnel and equipment under the system approach to IA.

Table 1
Frequencies and Activities Required Under IA System Approach

Time	Activity
Before performing acceptance sampling and testing.	Qualification required under Section 6 and Section 7 of this QAP.
Within 12 months after Observation and Qualification, not to exceed 15 months.	Each qualified technician is required to participate in the first available proficiency or split sample for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 24 months after Observation and Qualification, not to exceed 27 months.	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 36 months of Qualification. (Only required for certifications issued by TxDOT or TXAPA with a 3-year cycle.)	Qualification is again required under Section 6 and Section 7 of this QAP.
Within 36 months after Observation and Qualification, not to exceed 39 months. (Only required for ACI, which has a 5-year certification cycle.)	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 48 months after Observation and Qualification, not to exceed 51 months. (Only required for ACI, which has a 5-year certification cycle.)	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.

Within 60 months of qualification (Only required for certifications issued by ACI with a 5-year cycle.)	Qualification is again required under Section 6 and Section 7 of this QAP.

Maintaining technician qualification under the IA system approach requires continuation of the above cycle of qualification and successful split or proficiency sample testing.

3.3 Testing Equipment

MTD will qualify district laboratory testing equipment used for acceptance sampling and testing, in accordance with Section 7 – Laboratory Qualification Program. Any non-TxDOT commercial laboratory used for acceptance sampling and testing must be accredited in accordance with Section 7.3 – Qualification.

MTD may designate the district laboratory to qualify commercial laboratory testing equipment, used for acceptance sampling and testing, in accordance with corresponding calibration test procedures. MTD or TxDOT district laboratory may hire a third-party entity to perform calibration or verification in accordance with corresponding calibration test procedures.

The qualifying authority will qualify testing equipment in accordance with the following guidelines.

A. Frequency for qualifying sampling and testing equipment must not exceed 1 year.
B. Calibration or verification is required whenever the laboratory or equipment is moved.

The qualifying authority will evaluate any equipment used to perform verification and QC sampling and testing in making an acceptance decision. This evaluation includes calibration checks and split or proficiency sample tests. The Department test procedures referenced in Section 7.4 – Calibration Standards and Frequencies for Laboratory Equipment give the requirements for, and frequency of, equipment calibrations.

3.4 Testing Personnel

MTD will qualify district and commercial laboratory personnel performing IA activities, in accordance with Section 6 – Technician Qualification Program.

MTD may designate a district laboratory to qualify other Department personnel and accredited commercial laboratory personnel performing IA activities. When a district qualifies commercial laboratory personnel, they must notify MTD in writing.

Individuals performing IA activities will be other than those performing verification or QC testing.

IA personnel will evaluate any individual performing verification or QC sampling and testing. This evaluation includes observations and split or proficiency sample testing.

3.5 Comparing Test Results

Comparison of the split sample test results can be used if equipment or procedures issues are suspected. Appendix B gives the acceptable tolerance limits for comparing test results from split and proficiency samples.

If the comparisons of the test results do not comply with the tolerances, an engineering review of the test procedures and equipment will be performed immediately to determine the source of the discrepancy.

3.6 Annual Report of IA Program Results

MTD will compose and submit an annual report to the Federal Highway Administration (FHWA) summarizing the results of TxDOT's systems approach IA program. See Appendix C for the annual report form.

This report identifies:

- number of sampling and testing personnel evaluated by the systems approach IA testing;
- number of IA evaluations found to meet tolerances in Appendix B;
- number of IA evaluations found to not meet tolerances in Appendix B; and
- summary of any significant system-wide corrective actions taken.

SECTION 4 - MATERIALS CERTIFICATION

4.1 Overview

The TxDOT District Area Engineer or Director of Construction will submit a materials certification letter, conforming in substance to the examples shown in Appendix D or E, as applicable.

For projects with federal oversight, submit the materials certification letter (Appendix D) to the FHWA division administrator, with a copy to MTD.

For non-federal oversight projects, submit the material certification letter (Appendix E) to the TxDOT District Engineer, with a copy to MTD.

Either letter must be submitted at final acceptance of the project.

SECTION 5 - CONFLICT OF INTEREST

5.1 Overview

To avoid an appearance of a conflict of interest, any qualified non-TxDOT laboratory will perform only one of the following functions on the same project:

- verification sampling and testing;
- QC sampling and testing;
- IA testing; or
- referee testing.

SECTION 6 - TECHNICIAN QUALIFICATION PROGRAM

6.1 Purpose

This program provides uniform statewide procedures for technician qualification to ensure that tests required by the specifications are performed according to the prescribed sampling and testing methods.

6.2 Technician Qualification

Sampling and testing personnel will be qualified to perform sampling and testing for the acceptance of materials in the areas of soils, bituminous, aggregate, and concrete materials.

The test methods for which individuals can be qualified are included in the following series of the TxDOT Test Procedures.

- 100-E Series (Soils)
- 200-F Series (Bituminous)
- 400-A Series (Aggregates and Concrete)
- 500-C Series (Asphalt – Tex-500-C and Tex-530-C)

6.3 Who Must Be Qualified?

Any individual who performs sampling and testing on the materials listed in Section 6.2 – Technician Qualification, for acceptance, must be qualified in each test procedure they perform.

NOTE—Reciprocity may be granted to individuals who have been successfully qualified under another state's program. These situations will be considered on a case-by-case basis and must meet the approval of the Materials and Tests (MTD) Division Director.

6.4 Who Can Qualify Sampling and Testing Personnel?

The following personnel may qualify an individual to perform the required sampling and testing of materials:

- MTD personnel;
- qualified district materials engineer or laboratory supervisor (except as noted below);
- qualified district laboratory personnel who have been authorized by the district materials engineer or laboratory supervisor to qualify others; and
- department-approved entities such as the Texas Asphalt Pavement Association (TXAPA) and the American Concrete Institute (ACI). Certifications received from these institutions may be used to satisfy the written exam and observation part of the Technician Qualification Program.

NOTE—Each district laboratory will maintain a minimum of one individual qualified by MTD or its designated agent, for each test procedure performed within the district. To perform testing and qualify district personnel for TxDOT concrete test methods, at least one individual from the district laboratory must have the corresponding ACI Field and Strength certifications issued by MTD.

6.5 Required Certifications for Commercial Laboratory and Contractor Personnel

Non-TxDOT laboratory personnel performing sampling and testing for TxDOT, or as required by specification, must obtain and keep current the following certifications pertinent to their scope of testing:

- ACI Concrete Field Testing Technician – Grade I,
- ACI Concrete Strength Testing Technician,
- TXAPA HMA Level 1A – Plant Production Specialist,
- TXAPA HMA Level 1B – Roadway Specialist,
- TXAPA HMA Level 2 – Mix Design Specialist,
- TXAPA SB 101 – Property Specialist,
- TXAPA SB 102 – Field Specialist,
- TXAPA SB 103 – Materials Analysis Specialist,
- TXAPA SB 201 – Strength Specialist,
- TXAPA SB 202 – Compressive Strength Specialist, and
- TXAPA AGG101 -– Aggregate Specialists.

For testing procedures not covered by the above certifications, the following personnel may qualify an individual to perform the required sampling and testing of materials:

- district laboratory personnel who have been authorized by MTD to perform technician qualifications, and
- MTD personnel.

6.6 Qualification Procedure

To qualify, an authorized evaluator must witness an individual successfully perform the specific test and the necessary calculations required to determine specification compliance. Successful performance is defined as demonstrating the ability to properly perform the key elements for each test method. If the individual fails to demonstrate the ability to perform a test, the individual will be allowed one retest per test method at the evaluator's

convenience. The maximum number of attempts cannot exceed three trials in a 90-day period of time.

In addition to successful performance of a test method, the individual must pass a written examination (minimum score of 80%) administered by an authorized evaluator. The maximum amount of time allocated per test will be one hour. If an individual cannot complete the written test in an hour, it will result in failure. An individual failing the written examination may request a retest. The retest must be scheduled and administered within 30 days of notification of failure; however, the maximum number of attempts cannot exceed three trials in a 90-day period of time.

Under unique circumstances, the qualification authority may grant a verbal examination upon request. The reasons for requesting a verbal examination must be presented and documented before the individual is allowed to take the examination. Should the technician fail the retest examination, the technician will not be allowed to test again unless a written notification is received from the technician's employer or supervisor stating that the technician has received additional training. MTD or its representative will determine the adequacy of the additional training. Failure to pass the third written examination will be considered as failing the entire qualification.

Successful qualification is defined as passing both the written and performance examinations.

In addition, the individual must participate in split or proficiency samples administered by the qualifying authority to validate the qualification as defined in Appendix B. MTD determines the qualifying authority for the split or proficiency sample.

Unless otherwise stated, qualification of an individual is valid for not more than 3 years, after which the individual must be re-qualified. Under the IA system approach, annual split or proficiency evaluations will be required as specified in Section 3.2 – Required Frequencies and Activities. Failure to satisfactorily complete annual split or proficiency testing will result in certification revocation.

6.7 Provisional Certifications

If the required certifications, listed in the Section 6.5 – Required Certifications for Commercial Laboratories and Contractor Personnel, cannot be readily obtained due to course availability, schedule conflicts, or other extenuating circumstances, provisional certifications administered by MTD or TxDOT's district laboratory will be allowed, per the following stipulations:

- provisional certifications must be approved by MTD or TxDOT district laboratory supervisor;
- provisional certifications will be valid for one month after the TXAPA and ACI examination dates; and
- the candidate must show evidence of having enrolled in the required ACI or TXAPA course.

6.8 Responsibility and Documentation

MTD and the district materials engineer, laboratory supervisor, or designee are responsible for maintaining documentation of all individuals qualified under their authority who perform required tests for acceptance of materials. The CE&I firm shall identify a coordinator with the responsibility to communicate with the Area Office who will then coordinate with the district level person to satisfy the requirements for qualified testers. SiteManager shall be used to send email notification on certification status to the owner (technician) as well as the district level responsible person. TxDOT's SiteManager will be the official system of record for qualified or certified TxDOT and commercial laboratory personnel.

Issuance of qualification certificates by the TxDOT qualifying authority is not required. A qualification summary listing all tests for which an individual is qualified is available in SiteManager and may be printed and signed at the district's discretion. Documentation is to be maintained through the Object Linking and Embedding (OLE) attachment window. This function allows all qualified personnel supporting documentation to be viewed in SM which includes:

- copies of certificates issued by ACI and TXAPA; or
- copies of certificates issued by MTD or TxDOT district laboratory, if issued;
- Quality Assurance Test (QAT) report with clear identification of technician's name, qualifier's name, score, and date taken; and
- original performance examinations for test procedures administered to each technician by the TxDOT qualifying authority, with clear identification of technician's name, qualifier's name, qualification status, and date.

Documentation retention will be for the life of the qualification, as detailed in the State of Texas Records Retention Schedule.

Results of annual proficiency testing administered by MTD or TXAPA will be stored in their respective central repositories through SharePoint. Annual split sample evaluations should be stored in SiteManager.

6.9 Disqualification

Accusations of misconduct by testing technicians are made to the responsible TxDOT district representative and reported to MTD. Table 2 defines the 3 levels of misconduct: neglect, abuse, and breach of trust.

Table 2
Levels of Misconduct

Term	Definition
Neglect	Unintentional deviations from testing procedures or specifications.
Abuse	Careless or deliberate deviation from testing procedures or specifications.
Breach of Trust	Violation of the trust placed in the certified technician including, but not limited to, acts such as: • falsification of records; • being aware of improprieties in sampling, testing, or production by others and not reporting them to appropriate supervisors involved in the project; • re-sampling or retesting without awareness and consent of appropriate supervisors involved in the project; and • manipulating compensation or production.

The certification steering committee will investigate accusations of misconduct with the assistance of the responsible district. Depending on the severity of the misconduct, MTD may impose penalties ranging from a written reprimand, a temporary suspension, or a permanent revocation of the certification, contingent upon the findings of the investigation. A technician with a revoked certification will be removed from the project and will not be allowed to be employed on any TxDOT project statewide.

SECTION 7 - LABORATORY QUALIFICATION PROGRAM

7.1 Purpose

This program provides uniform statewide procedures to ensure that laboratory facilities and equipment are qualified for the performance of required sampling and testing methods.

7.2 Laboratory Responsibility

The responsibilities are spread among varying roles and are defined below to achieve a level of quality and to maintain program compliance.

7.2.1 CE&I

The CE&I firm shall:

- determine all test methods and certification requirements for a project and submit to the area office coordinator within ten (10) days after the execution of the contract and before the kick off meeting;
- submit required technician certifications and commercial lab requests submittals to the AO; and
- provide a quality plan to the AO that will demonstrate how quality is to be achieved through acceptance testing, per project. Include how the firm will track and ensure that only certified technicians perform acceptance on equipment that is calibrated and in good working order.

7.2.2 District AO Personnel

The Area Engineer will delegate the District AO coordinator. The AO coordinator shall:

- provide the district lab personnel with monthly status of the CE&I projects;
- provide the district lab contacts for CE&I firms and their commercial labs;
- invite the district lab personnel to the kick off and associated preconstruction meetings;
- will forward all CE&I technician certifications and laboratory submittals or requests to the district lab;
- will review the CE&I project specific testing, certification, and equipment needs; and
- submit the CE&I's quality plan to the district lab.

7.2.3 District lab coordinator

The district lab coordinator shall:

- review and make recommendations to the AO coordinator for approval or rejection of the CE&I quality plan;
- coordinate the inspection of the commercial lab facility and equipment once the quality plan has been approved;
- communicate the status of the inspection with the CE&I firm;
- use SM to auto notify the owner (technician) and the district lab designee before certification expiration; and
- conduct an internal review for continual compliance for all levels of certifications annually.

7.3 Qualification

All laboratories performing sampling and testing for TxDOT require qualification. These include, but are not limited to the following:

- Materials and Tests Division (MTD) central laboratory;
- District laboratories;
- area or project laboratories (including field laboratories at hot mix and concrete plants);
- MTD field laboratories; and
- commercial laboratories.

7.3.1 District Lab Accreditation

MTD is responsible for accrediting the district and MTD field laboratories. Upon completion of the laboratory accreditation process, the district lab is assigned a rating. The rating system identified in Table 3 is based on the associated risks to the department.

Table 3
Rating Legend

Number	Rating Legend
1	Excellent review with minor or no deficiencies notated.
2	Several deficiencies or repetitive observation were notated.
3	A level of negligence was found programmatically violating compliance requirements.

Each laboratory inspection summarizes the accreditation visit where a finding is classified as either a deficiency or an observation, defined as follows:

Deficiency: A finding that indicates policy or practice contrary to the requirements of the applicable test methods or documented quality procedures.

Observation: Observations are intended as comments for improvements relating to specific technical information to offer recommendations for best practice. Specifically, observations are noted for any technically related deficiencies where judgment and experience indicate it is not likely to affect the laboratory's ability to produce valid and accurate test results.

Resolution of Findings

A corrective action report (CAR) and supporting documentation is collectively submitted to MTD to address the findings notated in the report. The CAR will document actions that have been taken to prevent reoccurrence and to show a formal resolution to the findings.

Deficiencies:
Deficiencies require a formal written response describing the corrective actions taken or planned and enough documentation, i.e., records, copies of new or revised procedures, equipment invoices, or photographs to substantiate actions taken. Corrective actions should be permanently implemented to prevent recurrence of the problem.

Observations:
No written response is required for findings identified as observations. The laboratory should; however, take necessary corrective action to address the observation to prevent possible recurrence. Repeat observations may result in deficiencies.

The resolution should be completed in 21 days from the issuance of the report. If the laboratory cannot satisfy the findings in the report, an extension may be requested for additional time to resolve any outstanding or pending findings. Additional time extensions may be granted on a case by case scenario but should not exceed 90 days. When the findings cannot be resolved within the 90-day period, the MTD Division Director (DD) will escalate the outstanding issues at his discretion to the DOC or DE as needed. See Section 7.5 – Non-Compliance.

7.3.2 Commercial Lab and CE&I Qualification Process

At the district level, the district laboratory will be the qualifying authority for area office and commercial laboratories, only in the areas for which the district laboratory is accredited. They are also responsible for participating and conducting a peer review that will include a minimum of two projects conducted by CE&I firms to ensure program compliance. The peer review shall be documented and conducted within 12-24 months after MTD conducts the QAP district accreditation.

When a district qualifies a commercial laboratory, they must notify MTD in writing and submit a copy of the laboratory qualification certificate. A directory of all TxDOT-qualified laboratories is available through the MTD crossroads intranet.

The laboratory qualifying authority will use Form 2682, "Quality System Inspection – Commercial Laboratory," to document the following:

- identify the scope of testing to be performed;
- verify that test methods used to perform tests are available and current;
- document that the laboratory has the required equipment to perform the tests;
- check the calibration or verification records for each piece of equipment, to include:
  - description of equipment,
  - identification of any traceable standard used,
  - frequency of calibration,
  - date of calibration,
  - date of last calibration,
  - date of next calibration,
  - calibrating technician,
  - procedure used to calibrate or verify equipment, and
  - detailed results of calibration; and
- verify that the laboratory has qualified or certified technicians to perform required testing.

In addition, all equipment may be subject to calibration verification or other inspection by the qualifying authority. Laboratories performing acceptance sampling and testing should use results from TxDOT's Material Producer List (MPL), and perform materials sampling and testing in accordance with TxDOT's DBB Guide Schedule. Materials that are not monitored or not pre-approved by TxDOT are subject to sampling and testing as part of the acceptance program, except as noted in the DBB Guide Schedule remarks.

NOTE—Project or field laboratories performing Tex-113-E, Tex-117-E, and Tex-242-F tests must be an approved laboratory from TxDOT's MPL.

Laboratories are qualified every 3 years, at a minimum, although accreditation may be an ongoing process. Calibration or verification is required whenever laboratory or equipment is moved or per the minimum laboratory standards defined in Section 7.4 – Calibration Standards and Frequencies for Laboratory Equipment.

An annual internal audit should be conducted by designated staff to ensure continual compliance with technician records and equipment intervals. The following are tools and resources available to aid in managing the program for compliance:

- SM Material Users Query that allows filtering to determine expiring certifications, and
- Form 2682.

7.4 Calibration Standards and Frequencies for Laboratory Equipment

The standards for calibration and the frequencies for laboratory equipment calibrations are shown in:

- Tex-198-E, "Minimum Standards for Acceptance of a Laboratory for Soils and Flexible Base Testing,"
- Tex-237-F, "Minimum Standards for Acceptance of a Laboratory for Hot Mix Testing,"
- Tex-498-A, "Minimum Standards for Acceptance of a Laboratory for Concrete and Aggregate Testing," and
- Tex-900-K Series, procedures for calibrating, verifying, and certifying equipment and devices.

7.5 Non-Compliance

A laboratory that does not meet all the above requirements is subject to disqualification or suspension.
Any equipment in a qualified laboratory failing to meet specified equipment requirements for a specific test method will not be used for that test method. MTD or the TxDOT district laboratory responsible for the certification or audit will immediately notify all applicable Area Offices of non-conformance for those test methods.

7.6 Documentation

The qualifying authority is responsible for verifying that laboratories are qualified to perform sampling and testing. Documentation will be required to be kept by the qualifying authority and the qualified laboratory. Calibration records will be maintained for a minimum of 10 years. Upon satisfactory completion of the laboratory qualification process, the qualifying authority will issue a certificate within 14 days covering the scope of testing in which the laboratory has been qualified, with a copy to MTD.

Laboratory qualification documentation to be maintained by the qualifying authority includes:

- availability and calibration or verification records for each piece of equipment;
- personnel qualified or certified to perform required testing; and

- copy of laboratory qualification certificate issued.

7.7 Dispute Resolution

The next higher qualification authority will resolve disputes concerning calibration and verification of equipment. For disputes that cannot be resolved at the district level, MTD will be the final authority.

Appendix A
Acronyms and Definitions

The following terms and definitions are referenced in this document and have the meanings set forth below.

AAP	AASHTO Accreditation Program (AASHTO re:source and CCRL)
AASHTO	American Association of State Highway Transportation Officials
ACI	American Concrete Institute
AO	Area Office
AQMP	Aggregate Quality Monitoring Program
CAR	Corrective Action Report
CCRL	Concrete and Cement Reference Laboratory
CE&I	Construction Engineering and Inspection
CFR	Code of Federal Regulations
MTD	Materials and Tests Division
CMEC	Construction Materials Engineering Council
FHWA	Federal Highway Administration
HMA	Hot-Mix Asphalt
HMAC	Hot-Mix Asphalt Center
IA	Independent Assurance
L-A-B	Laboratory Accreditation Bureau
MPL	Material Producer List
QAP	Quality Assurance Program
QAT	Quality Assurance Test
QC	Quality Control
SM	SiteManager
TXAPA	Texas Asphalt Pavement Association
TxDOT	Texas Department of Transportation

Abuse—Careless or deliberate deviation from testing procedures or specifications.

Acceptance Program—All factors that comprise TxDOT's program to determine the quality of the product as specified in the contract requirements. These factors include verification sampling, testing, and inspection and may include results of QC sampling and testing.

Accredited Laboratories—Laboratories that are recognized by a formal accrediting body as meeting quality system requirements including demonstrated competence to perform standard test procedures.

Breach of Trust—Violation of the trust placed in the certified technician including, but not limited to, acts such as: falsification of records; being aware of improprieties in sampling, testing, or production by others and not reporting them to appropriate supervisors involved in the project; re-sampling or retesting without awareness and consent of appropriate supervisors involved in the project; and manipulating compensation or production.

Certified Technician—A technician certified by some agency as proficient in performing certain duties.

Independent Assurance (IA) Program—Activities that are an unbiased and independent evaluation of all the sampling and testing procedures, equipment, and personnel qualifications used in the acceptance program.

Material Producer List (MPL)—TxDOT-approved products and materials from various manufacturers and producers are located at:
http://www.txdot.gov/business/resources/producer-list.html

Neglect—Unintentional deviations from testing procedures or specifications.

Proficiency Samples—Homogenous samples that are distributed and tested by 2 or more laboratories or personnel. The test results are compared to assure that the laboratories or personnel are obtaining the same results.

Qualified Laboratories—Laboratories that are capable as defined by appropriate programs established by TxDOT. As a minimum, the qualification program must include provisions for checking testing equipment, and the laboratory must keep records of calibration checks.

Qualified Sampling and Testing Personnel—Personnel who are capable as defined by appropriate programs established by TxDOT.

Quality Assurance (QA)—All planned and systematic actions necessary to provide confidence that a product or service will satisfy given requirements for quality.

Quality Control (QC)—All Contractor operational techniques and activities performed or conducted to fulfill the contract requirements.

TxDOT Standard Specifications—the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the Texas Department of Transportation, including all revisions thereto applicable on the effective date of the contract documents.

Verification Sampling and Testing—Sampling and testing performed to verify the quality of the product.

Appendix B
Test Methods for Split or Proficiency Evaluation

After observation and qualification, each qualified technician is required to participate annually in one proficiency or split sample test for each test method requiring independent assurance. Split sample test results must compare to the independent assurance test results below. Proficiency sample test results must be within ±2 standard deviations of the proficiency sample mean.

Laboratory Testing Procedures and Tolerance Limits

Test Procedure	Description	Tolerance
Tex-104-E	Liquid Limit of Soils	15% of mean[1]
Tex-105-E	Plastic Limit of Soils	15% of mean[1]
Tex-106-E	Plasticity Index of Soils	20% of mean[1]
Tex-107-E	Bar Linear Shrinkage of Soils	± 2%
Tex-110-E	Particle Size Analysis of Soils, Part I	> No. 4 sieve: ± 5% points
		≤ No. 4 sieve: ± 3% points
Tex-113-E	Moisture-Density Relationship of Base Materials	Density ± 2.0 PCF
		Moisture Content ± 0.5%
Tex-117-E	Triaxial Compression for Disturbed Soils and Base Materials, Part II	Strength ± 15 psi
		Moisture Content ± 0.5%
Tex-200-F	Asphaltic Concrete Combined Aggregate	>5/8" sieve: ± 5.0% points (individual % retained)
		≤5/8" sieve–No. 200: ± 3.0% (individual % retained)
		Passing No. 200: ± 1.6% points
Tex-206-F	Compacting Test Specimens of Bituminous Mixtures	± 1.0% laboratory-molded density in accordance with Tex-207-F
Tex-207-F	Determining Density of Compacted Bituminous Mixtures	Laboratory-Molded Density: ± 1.0%
		Laboratory-Molded Bulk Specific Gravity: ± 0.020
		In-place air voids (cores): ± 1.0%
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	± 0.020
Tex-236-F	Asphalt Content of Asphalt Paving Mixtures by the Ignition Method	± 0.3%

Test Procedure	Description	Tolerance
Tex-241-F	Compacting Bituminous Specimens Using the Superpave Gyratory Compactor (SGC)	± 1.0% laboratory-molded density in accordance with Tex-207-F
Tex-418-A	Compressive Strength of Cylindrical Concrete Specimens	17% of mean[1] (4 × 8" specimen)
		14% of mean[1] (6 × 12" specimen)

1. The difference between compared test results must not exceed the indicated percentage of the mean of the compared test results, where the mean is the average of the two test results.

EXAMPLE: Plasticity Index

Tolerance = 20% of the mean

Technician test value	18
IA technician test value	22
Mean	20
20% difference	4

Both values are within 20% of the mean.

Appendix C
IA Annual Report

{Date}

Thomas L. Smith
Independent Assurance Program Manager
Materials and Tests Division (MTD)
Texas Department of Transportation
125 East 11th Street
Austin, TX 78701

RE: Annual Report of Independent Assurance (IA) Program Results – {Project Name}

Dear Mr. Smith:

In accordance with the requirements set forth in the TxDOT Quality Assurance Program for Design-Bid-Build Projects, the information below summarizes the results of system approach independent assurance (IA) testing conducted by our firm on the {Project Name} project for calendar year {XXXX}.

Independent Assurance Program Results – {Year}	
IA Activities	**{Project Name}**
1. Number of personnel evaluated under system approach.	
2. Number of IA evaluations meeting tolerance.	
3. Number of IA evaluations not meeting tolerance.	
4. Corrective actions:	

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

Appendix D
Materials Certification Example Letter for Projects with Federal Oversight

{Date}

Al Alonzi
FHWA Texas Division Administration
FHWA Texas Division Office
300 East 8th Street
Austin, TX 78701

RE: Materials Certification Letter

Project: SH Contract No.:
CSJ:
HWY:
County:
Federal-Aid Project No.:

Dear Mr. Alonzi:

This letter is to certify:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and in the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications.

Both the Acceptance and Verification results were evaluated by an independent assurance sampling and testing program, the results of which were submitted to FHWA by the department in the Annual Report of Independent Assurance Program Results and independent of this materials certification.

☐ Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet).
☐ There are no exceptions to the plans and specifications on this project.

Sincerely,
{TxDOT District Area Engineer or Director of Construction), P.E.
{Title}

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

Appendix E
Materials Certification Example Letter for Projects with Non-Federal Oversight

{Date}

{TxDOT District Engineer}
{Title}

RE: Materials Certification Letter

Project: SH Contract No.:
CSJ:
HWY:
County:

Dear Mr. {District Engineer}:

This letter is to certify:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and in the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications.

Both the Acceptance and Verification results were evaluated by an independent assurance sampling and testing program, the results of which were submitted to MTD in the Annual Report of Independent Assurance Program Results and independent of this materials certification.

☐ Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet).
☐ There are no exceptions to the plans and specifications on this project.

Sincerely,
{TxDOT District Area Engineer or Director of Construction), P.E.
{Title}

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

Appendix F
Archived Versions

The following archived versions of this document are available.

- Effective January 2016–April 2018:
  ftp://ftp.dot.state.tx.us/pub/txdot-info/cst/qap_dbb_0116.pdf

GUIDE SCHEDULE OF SAMPLING & TESTING FOR DESIGN BID-BUILD (DBB) PROJECTS - (DBB Guide Schedule)

JUNE 28, 2019

Texas Department of Transportation

Using the Guide Schedule

Research of sampling and testing rates, listed for project tests in the following Guide Schedule, show that the Department's and the Contractor's risk of either rejecting "good" material or accepting "bad" material range from 20% to 40%.

To reduce this risk, we recommend that the sampling rate be increased during initial production. A four-fold increase in testing frequency will generally reduce risk to approximately 5%. The intent of increasing testing, at the start of production, is to insure the Contractor's processes are in control and to establish acceptability requirements early.

There is a need to increase the frequency of testing for high-variability materials and when testing results do not meet specifications. The Engineer may require the Contractor to reimburse the Department for costs resulting from failing test results, in accordance with the specifications.

Materials incorporated in TxDOT projects are subjected to various quality assurance procedures such as testing (as outlined in this document), certification, quality monitoring, approved lists, etc. The Engineer and testing staff should familiarize themselves with materials to be used before work begins by reviewing the specifications and this document. Discuss material testing requirements with the Contractor.

Other testing required by the specifications, but not shown in the DBB Guide Schedule, should be performed at a frequency necessary to provide adequate confidence that materials meet specifications.

NOTE—The TxDOT District Area Engineer or Director of Construction must submit a "Materials Certification Letter" at final acceptance of the project. The intent of this letter is to ensure that the quality of all materials incorporated into the project is in conformance with the plans and specifications, thus ensuring a service life equivalent to the design life. Any material represented by an acceptance test, that does not meet the criteria contained in the plans and specifications, is considered an exception. Exceptions must be listed in the materials certification letter. For projects with federal oversight, submit the materials certification letter (See Appendix D of DBB QAP) to the FHWA division administrator, with a copy to the Materials and Tests Division (MTD). For non-federal oversight projects, submit the material certification letter (Appendix E of DBB QAP) to the TxDOT District Engineer, with a copy to MTD. Refer to section 4.1 of the "Quality Assurance Program for Design-Bid-Build Projects" (DBB QAP).

Assuring the quality of the product and proper incorporation of materials into the project begins with proper sampling practices. Sampling, testing, and construction inspection must be performed collaboratively to assure the specific attributes of the finished product reflect quality workmanship. Sampling guidance for hot-mix asphalt is contained in Tex-225-F, "Random Selection of Bituminous Mixture Samples," and the respective specification for that material. All remaining materials are covered by method and materials specifications, to which the following applies.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows:

- Soils/flexible base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed.
- Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
- Concrete (structural and miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Tests for slump, air, and temperature should be done often to ensure the consistent control of the concrete production (not applicable to miscellaneous concrete).

This Guide Schedule is applicable to all contracts associated with the 2014 Standard Specifications.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
EMBANKMENT (CUTS & FILLS)	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or project site (B)	Materials with PI ≤ 15: 10,000 CY	For Type A embankment or when required by the plans. This test may be waived for embankment cuts as directed by the Engineer. Determine a new liquid limit and plasticity index for each different material or notable change in material. Sample in accordance with Tex-100-E.
	Plasticity Index (A)	Tex-106-E		Materials with PI > 15: 5,000 CY	
	Gradation	Tex-110-E		Each 10,000 CY	When shown on plans. This test may be waived for embankment cuts, as directed by the Engineer. Sample in accordance with Tex-100-E.
	Moisture/Density	Tex-114-E		As directed by the Engineer	Not required for ordinary compaction. Determine a new optimum moisture and maximum density for each different material or notable change in material. Sample in accordance with Tex-100-E.
	In-place Density (A)	Tex-115-E	As directed by the Engineer	Fill: each 5,000 CY min. 1 per lift.	Not required for ordinary compaction. Determine a new optimum moisture and maximum density according to Tex-114-E for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.
				Cut: each 6,000 LF	
RETAINING WALL (NON-SELECT BACKFILL)	As shown above for Embankment (Cuts and Fills)		As shown above for Embankment (Cuts and Fills)	As shown above for Embankment (Cuts and Fills)	Sample in accordance with Tex-100-E.
RETAINING WALL (SELECT BACKFILL)	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	Required only for Type CS backfill. Test the fraction of material finer than the No. 200 sieve. Sample in accordance with Tex-400-E.
	Gradation	Tex-110-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	Required only for Drainage Aggregate. Sample in accordance with Tex-400-A.
		Tex-401-A			Required only for Select Backfill. Sample in accordance with Tex-400-A.
	Resistivity (A)	Tex-129-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	For material with resistivity between 1,500 and 3,000 ohm-cm, determine chloride and sulfate content, as specified in Item 423. Sample in accordance with Tex-400-A.

This is a guide for minimum sampling and testing.
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TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
RETAINING WALL (SELECT BACKFILL) (continued)	pH (A)	Tex-128-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Magnesium Soundness	Tex-411-A	During stockpiling operations, or from completed stockpile	1 per source, per project	Test when backfill sources appear to contain particles such as shale, caliche, or other soft, poor-durability particles. Sample in accordance with Tex-400-A.
	Micro-Deval	Tex-461-A	During stockpiling operations, or from completed stockpile	1 per source, per project	May be used as an alternate to the magnesium soundness only when the % loss from the micro-deval is not greater than 20%. When the % loss from the micro-deval is greater than 20%, the magnesium soundness governs aggregate verification. Sample in accordance with Tex-400-A.
	In-place Density (A)	Tex-115-E	As directed by the Engineer.	1 per backfill lift, per wall	Not required for rock backfill. For walls greater than 500 ft. in length, perform one test per lift for every 500 ft. in length. (F) Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E for each different material or notable change in material and adjust the density accordingly.
UNTREATED BASE COURSES	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	
	Gradation (A)	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Moisture/Density	Tex-113-E	From completed stockpile at the source (E)	Each 20,000 CY	Not required for ordinary compaction. Sample in accordance with Tex-400-A.

This is a guide for minimum sampling and testing.
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TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
UNTREATED BASE COURSES (Continued)		Wet Ball Mill (A)	Tex-116-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. Sample in accordance with Tex-400-A.
		Strength (A)	Tex-117-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY. Sample in accordance with Tex-400-A.
		In-place Density (A)	Tex-115-E	As directed by the Engineer	Each 3,000 CY, min. 1 per lift	Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.
		Thickness (A)	Tex-140-E	As directed by the Engineer	Each 3,000 CY	Not required where survey grade control documents are compliant.
		Ride Quality (A)	Tex-1001-S Surface Test, Type B	Final riding surface of travel lanes		This applies to the final travel lanes that receive a 1- or 2-course surface treatment for the final surface, unless otherwise shown on the plans.
TREATED SUBGRADE AND BASE COURSES	SUBGRADE BEFORE TREATMENT	Organic Content	Tex-148-E	As directed by the Engineer	1 per project, per source or as directed by the Engineer	Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. Sample in accordance with Tex-100-E.
		Sulfate Content	Tex-145-E	As directed by the Engineer	1 per 500 feet or 5,000 CY	Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. Sample in accordance with Tex-100-E.
	NEW BASE MATERIAL	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	When central mix site or plant is used, windrow sampling may be waived. Sample in accordance with Tex-400-A.

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TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
TREATED SUBGRADE AND BASE COURSES (Continued)	NEW BASE MATERIAL (Continued)	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	
		Gradation (A)	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
		Wet Ball Mill (A)	Tex-116-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. Sample in accordance with Tex-400-A.
		Strength (A)	Tex-117-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY.
	LIME	Compliance with DMS-6350	Tex-600-J	During delivery to project	Commercial Lime Slurry: each 200 tons of lime Carbide Lime Slurry: each 100 tons of lime	Sample in accordance with Tex-600-J. Verify the source is listed on the current Material Producer List for Lime. Only materials appearing on the Material Producer List will be accepted. Sample frequency for Carbide Lime Slurry may be increased as directed by the Engineer. For Hydrated Lime and Quick Lime, project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice.
	CEMENT	Compliance with DMS-4600		Railroad car, truck, or cement bins		Verify the source is listed on the current Material Producer List for Cement. If not, sample and test in accordance with DMS-4600. (C)
	FLY ASH MATERIAL	Compliance with DMS-4615		Project samples at location directed by the Engineer		Verify the source is listed on the current Material Producer List for Fly Ash. Only materials from MTD approved sources appearing on the Material Producer List for Fly Ash will be accepted. Project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice. (C)

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TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
TREATED SUBGRADE AND BASE COURSES (Continued)	COMPLETE MIXTURE	Pulverization Gradation	Tex-101-E, Part III	Roadway, after pulverization and mixing	As necessary for control	At the beginning of the project, one test must be made for each 4,500 CY or 6,000 tons until the Engineer is satisfied that acceptable pulverization results are being obtained. Sample in accordance with Tex-100-E.
		Moisture/Density Curve and Strength	Tex-120-E, Part II, or Tex-121-E, Part II	From roadway windrow after treatment (E)	Each 20,000 CY	Not required for ordinary compaction. Determine a new moisture/density curve for each different or notable change in material. Perform Tex-120-E, Part II, for Cement Treated Material, and Tex-121-E, Part II, for Lime, Lime-Fly Ash, or Fly Ash Treated Material. If Tex-120-E, Part I, Tex-121-E, Part I, or Tex-127-E is performed before the project, this test may be waived. Sample in accordance with Tex-100-E.
		Moisture/Density Curve and Strength	Tex-120-E, Part I, Tex-121-E, Part I, or Tex-127-E	From roadway before treatment	As necessary for control	Perform Tex-120-E, Part I, on cement treated material, and Tex-121-E, Part I, for lime-fly ash or fly ash treated material. Verifies the field strength by comparing results from the mix design. Performed at the direction of the Engineer and when notable change in material, as described above for Part II of the test procedures. Sample in accordance with Tex-100-E.
		In-place Density (A)	Tex-115-E	As directed by the Engineer	Each 3,000 CY, min 1 per lift	Determine the appropriate moisture/density curve for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Stabilizers and materials such as RAP, gypsum, and iron ore tend to bias the counts for nuclear density gauges.
		Thickness (A)	Tex-140-E	As directed by the Engineer	Each 3,000 CY	Not required where survey grade control documents are used for compliance.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

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TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
RECLAIMED ASPHALT PAVEMENT (RAP), CRUSHED CONCRETE, and RECYCLED MATERIALS	Sulfate Content	Tex-145-E	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete. Not required for RAP. Sample in accordance with Tex-400-A.
	Deleterious Material	Tex-413-A		Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete. Sample in accordance with Tex-400-A.
	Decantation	Tex-406-A	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished RAP. Sample in accordance with Tex-400-A.

TABLE I – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager (SM), in the remarks field, and on the end of the Project Materials Certification Letter.
B	Engineer will select any of these locations or any combinations thereof with the provision that the initial sample will be obtained from the completed stockpile at the source and at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Soils/Flexible Base: For gradation, liquid limit, and plastic limit, vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed. • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
E	The Engineer will sample from the completed stockpile at the source and test before placement.
F	Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

ATTACHMENT M
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TABLE IA – ASPHALT TREATED BASE (Plant Mix)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE	Liquid Limit **(A)**	Tex-104-E	During stockpiling operations, from completed stockpile, or before mixing	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Plasticity Index **(A)**	Tex-106-E	During stockpiling operations, from completed stockpile, or before mixing	Each 5,000 CY	
	Wet Ball Mill **(A)**	Tex-116-E	During stockpiling operations, from completed stockpile, or before mixing	1 per project, per source	Sample in accordance with Tex-400-A. **(B)**
LIME	Compliance with DMS-6350		During delivery to the project	Hydrated Lime: 1 per project Commercial Lime Slurry: each 200 tons of lime **(D)** Carbide Lime Slurry: each 100 tons of lime **(D)** Quick Lime: 1 per project	On projects requiring less than 50 tons, material from MTD approved sources may be accepted on the basis of Producer's Certification without sampling.
RECLAIMED ASPHALT PAVEMENT (RAP), and RECYCLED AGGREGATE	Decantation	Tex-406-A, Part I	During stockpiling operations, from completed stockpile, or before mixing	Each 10,000 CY	Sample in accordance with Tex-400-A.
RECYCLED ASPHALT SHINGLES (RAS)	Decantation	Tex-217-F,Part III	During stockpiling operations, from completed stockpile, or before mixing	Each 10,000 CY	Sample in accordance with Tex-400-A.
ASPHALT BINDER	Compliance with Item 300		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SiteManager (SM) Assistant. The Engineer must associate one QM sample per project in SM.

ATTACHMENT M
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TABLE IA – ASPHALT TREATED BASE (Plant Mix)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
TACK COAT	Compliance with Item 300		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample per project in SM.
COMPLETE MIXTURE	Gradation (A)	Tex-200-F, Part I	Plant Mix (C)	20,000 CY (25,000 tons)	Sample in accordance with Tex-222-F. Determine the gradation of the aggregate from the complete mixture tested in accordance with Tex-236-F.
	Laboratory Density (A)	Tex-126-E	Plant Mix (C)	20,000 CY (25,000 tons)	Sample in accordance with Tex-222-F.
	Percent Asphalt (A)	Tex-236-F	Plant Mix (C)	Each 1,500 CY (2,000 tons) or days production	Determine an asphalt content correction factor for ignition oven at a minimum of one per project. Sample in accordance with Tex-222-F.
	Indirect Tensile Strength – Dry	Tex-226-F	Plant Mix	1 per project, per design	Sample in accordance with Tex-222-F.
	Moisture Susceptibility	Tex-530-C	As directed by the Engineer	1 per project, per design	This test may be waived, when shown on the plans. Sample in accordance with Tex-222-F.
ROADWAY	In-Place Air Voids (A)	Tex-207-F	Roadway cores, as directed by the Engineer (C, D)	Each 3,000 CY, min 1 per lift	Not required for ordinary compaction or when air void requirements are waived. Sample in accordance with Tex-222-F.
	Ride Quality	Tex-1001-S Surface Test, Type A	On Finished Surface		Unless otherwise shown on the plans.

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TABLE IA – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager (SM), in the remarks field, and on the end of the Project Materials Certification Letter.
B	Engineer will select any of these locations or any combinations thereof with the provision that at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
C	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Soils/Flexible Base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed. • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

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TABLE II – SEAL COAT					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE	Gradation (A)	Tex-200-F, Part I	Stockpile (At source or at point of delivery)	Each 1,000 CY	Rate may be reduced to each 2,000 CY if the Engineer approves a contractor quality control plan. Sample in accordance with Tex-221-F.
	L. A. Abrasion (A)	Tex-410-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. (B)
	Magnesium Soundness (A)	Tex-411-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. (B)
	Surface Aggregate Classification (A)	Tex-612-J, Tex-411-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. (B)
	Pressure Slake (A)	Tex-431-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Freeze Thaw (A)	Tex-432-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Unit Weight	Tex-404-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	24 hr. Water Absorption (A)	Tex-433-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Crushed Face Count	Tex-460-A, Part I	Stockpile	1 per 20,000 CY	Only required for crushed gravel. Sample in accordance with Tex-221-F.
	Deleterious Material (A)	Tex-217-F, Part I	Stockpile	1 per 10,000 CY	Not required for lightweight aggregate. Sample in accordance with Tex-221-F.
	Decantation (A)	Tex-406-A	Stockpile	1 per 10,000 CY	Sample in accordance with Tex-221-F.
	Flakiness Index	Tex-224-F	Stockpile	Frequency as directed by the Engineer	Sample in accordance with Tex-221-F.

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TABLE II – SEAL COAT					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE (Continued)	Micro Deval	Tex-461-A	Stockpile	1 per project or as necessary for control	Compare result to published value listed on the current Material Producer List for BRSQC. Submit sample to MTD for Soundness and L.A. Abrasion testing when results differ by more than 3% points, unless otherwise directed by the Engineer. Sample in accordance with Tex-221-F.
	White Rock Count	Tex-220-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when MTD provides inspection at the plant. Sample in accordance with Tex-221-F.
	Naturally Impregnated Bitumen Content	Tex-236-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when MTD provides inspection at the plant. Sample in accordance with Tex-221-F.
PRECOATED AGGREGATE	Asphalt Content	Tex-210-F	Stockpile	Frequency as directed by the Engineer when a target value is specified	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample asphalt binder in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample per project in SM.

TABLE II – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
C	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation (B)	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Sieve Analysis (A) (B)	Tex-401-A		Each 1,000 CY of concrete (each source)	Test combined aggregate when used. Sample in accordance with Tex-400-A.
		Deleterious Materials (B)	Tex-413-A		1 per project or as necessary for control	Sample in accordance with Tex-400-A.
		Los Angeles Abrasion (A) (B)	Tex-410-A		One, each source	Verify the value of the source, as listed on the current Material Producer list for CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
		Magnesium Soundness (A) (B)	Tex-411-A		One, each source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. (C)
	FINE AGGREGATE	Sand Equivalent (B)	Tex-203-F	From stockpile at concrete plant	1 per project or as necessary for control	Test combined aggregate when used. Sample in accordance with Tex-400-A.
		Organic Impurities (B)	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis (A) (B)	Tex-401-A		Each 1,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Fineness Modulus (B)	Tex-402-A		1 per project or as necessary for control	Test combined aggregate when used. Test to confirm material variability when strength values are in question. Sample in accordance with Tex-400-A.
		Deleterious Material (B)	Tex-413-A		1 per project or as necessary for control	Test to confirm material variability when strength values are in question. Sample in accordance with Tex-400-A.

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MINERAL AGGREGATE (Continued)	FINE AGGREGATE (Continued)	Acid Insoluble Residue **(A) (B)**	Tex-612-J		Two, each source	Only for concrete subject to direct traffic. Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. **(C)**
SILICA FUME		Compliance with DMS-4630 **(A)**		Railroad car, truck, bags or silos	1 per project, per class of concrete (For each type and brand)	Provide MTD with one 4 x 8 concrete sample for silica fume dispersion verification. Verify the source is listed on the Material Producer List for Silica Fume. Sample in accordance with Tex-300-D.
METAKAOLIN		Compliance with DMS-4635 **(A)**		Railroad car, truck or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-300-D.
MIX DESIGN		Compliance with Standard Specification Item 421.4.A		At source (if not approved)	Min. 1 design per class, per source	Verify if cement, fly ash, slag cement, and chemical admixture sources are listed on the Material Producer Lists. If not, sample and submit to MTD for testing. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT). Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash.
JOINT MATERIAL		Compliance with DMS-6300				Verify the source is listed on the Material Producer List for Joint Sealers. If not, sample and test before use in accordance with DMS-6310. **(C)** Sample in accordance with Tex-500-C.
CURING COMPOUND		Compliance with DMS-4650		Sampled at jobsite; tested by MTD. See remarks.	When requested by MTD	Only products listed on the Material Producer List for Concrete Curing Compounds will be allowed. When sample is requested by MTD, sample in accordance with Tex-718-I. Ensure container has been agitated and mixed before sampling. **(C)**
EVAPORATION RETARDANTS		Compliance with DMS-4650				Only products listed on the Material Producer list for Evaporation Retardants will be allowed. **(C)**
REINFORCING STEEL		Compliance with the Std. Specifications & Spec. Provisions	As Specified			Only materials from MTD approved sources listed on the Material Producer Lists for Reinforcing Steel Mills and Seven Wire Steel Strand will be allowed. **(C)**

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MECHANICAL COUPLERS	Compliance with DMS-4510	Tex-743-I	Sampled at jobsite; Tested by MTD	3 couplers per lot (500 couplers) for each type, model, bar size, and grade	Only materials from MTD approved sources listed on the Material Producer List for Mechanical Couplers will be allowed. **(C)**
LATEX	Compliance with DMS-4640 for concrete chemical admixtures				Verify the Latex is listed on the Material Producer List for Chemical Admixtures.
EPOXY	Compliance with DMS-6100, unless otherwise specified		Sampled at jobsite if not pre-approved by MTD.	1 per batch or shipment	Verify the source is listed on the Material Producer List for Epoxies and Adhesives. If not, sample and test before use in accordance with DMS-6100. Sample in accordance with Tex-734-I. **(C)**
CONCRETE	Compressive Strength **(A)**	Tex-418-A	At point of concrete placement	4 cylinders for each 60 CY per class, per day (For bridge railing and traffic railing, testing may be reduced to 4 cylinders per 180 CY per class regardless of days)	Sampling must be in accordance with Tex-407-A. Making additional cylinders for 56 day testing should be considered when slow strength gain mixtures are being used, or when the approved mix design has a history of failing to meet design strength at 28 days. Test two cylinders at 7 days, and if the average value is below the design strength, as defined in Item 421, Table 8, test the remaining 2 cylinders at 28 days, or 56 days if additional cylinder were not made. If the average value of the 2 cylinders tested at 7 days meets the minimum design strength, listed in Item 421, Table 8, the remaining cylinders are not required to be tested. If the average value of the 7 and 28 day cylinders are below the design strengths, and 56 day cylinders were made, test the remaining set at 56 days.
	Slump	Tex-415-A		1 test, per 4 strength specimens	Sample in accordance with Tex-407-A. Perform slump and temperature tests on the same load from which strength test specimens are made. Perform entrained air test only when entrained air concrete is specified on the plans. Check temperature of every load for bridge slabs and mass concrete placements. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Entrained Air **(A)**	Tex-416-A or Tex-414-A			
	Temperature of Concrete **(A)**	Tex-422-A			

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
CONCRETE (Continued)	Bridge Deck or Culvert Top Slab Thickness and Depth of Reinforcement	Tex-423-A, Part II	During dry run and during concrete placement (Bridge decks and direct traffic culverts)	1 per span	Min 6–Max 18 locations per span.

TABLE III – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	These Project Tests may be used for one or more projects being furnished concrete from the same plant during the same period.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed. • Concrete (structural): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Test often for slump, air, and temperature to ensure the consistent control of the concrete production.
E	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

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TABLE IV – HYDRAULIC CEMENT CONCRETE – NON-STRUCTURAL CONCRETE (Classes: A, B, or E)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (B)	FREQUENCY OF SAMPLING (C)	REMARKS
CONCRETE	Compressive Strength (A)	Tex-418-A	At point of concrete placement	2 cylinders per 180 CY, per class	Sampling must be in accordance with Tex-407-A. Strength will be determined by 7-day specimens.
MIX DESIGN	Compliance with the Standard Specification		At source if not approved	Min. 1 design per class, per source	Verify if cement, fly ash, slag cement, and chemical admixture sources are listed on the Material Producer Lists. If not, sample and submit to MTD for testing. Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).
SILICA FUME	Compliance with DMS-4630		Railroad car, truck, bags, or silos	1 test per project, per class (for each type and brand)	Sample in accordance with Tex-300-D. Provide MTD with one 4 x 8 concrete sample for silica fume dispersion verification. Verify the source is listed on the Material Producer List for Silica Fume.
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck, or silos	1 test per project, per class (for each type and brand)	Sample in accordance with Tex-300-D.

TABLE IV – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Concrete (miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled.
C	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

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TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Sieve Analysis (A)	Tex-401-A		As necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Deleterious Materials	Tex-413-A		Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		L.A. Abrasion (A)	Tex-410-A		One, each source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
		Magnesium Soundness (A)	Tex-411-A			
	FINE AGGREGATE	Sand Equivalent	Tex-203-F	From stockpile at concrete plant	Each 3,000 CY of concrete (Each source or combination of sources)	Sample in accordance with Tex-400-A. Test combined aggregate when used. At least one per week's production.
		Organic Impurities	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis (A)	Tex-401-A		As necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Fineness Modulus (B)	Tex-402-A			
		Deleterious Material (B)	Tex-413-A		Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Acid Insoluble (A)	Tex-612-J		1 per project, per source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
MIX DESIGN		Compliance with the Standard Specifications Item 421.4.A		At source, if not approved	Min. 1 design, per class, per source	Verify if cement, fly ash, ground granulated blast furnace slag, and admixture sources are listed on the Material Producer List. If not, sample and submit to MTD for testing. Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).
SILICA FUME		Compliance with DMS-4630		Railroad car, truck, bags, or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-300-D. Provide MTD with one 4 x 8 concrete sample for silica fume dispersion verification. Verify the source is listed on the Material Producer List for Silica Fume.

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TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck, or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-300-D.
JOINT MATERIAL	Compliance with DMS-6310		Sampled at jobsite if not sampled at source by MTD; tested by MTD. See remarks.	1 per batch or shipment	Sample in accordance with Tex-500-C. Sampling may be waived when the source is listed on the Material Producer List for Joint Sealers. **(C)**
CURING COMPOUND	Compliance with DMS-4650		Sampled at jobsite; tested by MTD. See remarks.	When requested by MTD	Only products listed on the Material Producer List for Concrete Curing Compounds will be allowed. When sample is requested by MTD, sample in accordance with Tex-718-I. Ensure container has been agitated and mixed before sampling. **(C)**
EVAPORATION RETARDANTS	Compliance with DMS-4650				Only products listed on the Material Producer List for Evaporation Retardants will be allowed. **(C)**
REINFORCING STEEL	Compliance with the Std. Specifications & Spec. Provisions	As Specified			Only materials from MTD approved sources listed on the Material Producer List for Reinforcing Steel Mills and Seven Wire Steel Strand will be accepted. **(C)**
MULTIPLE PIECE TIE BARS	Compliance with DMS-4515	Tex-712-I	Sampled at jobsite if not sampled at source by MTD; tested by MTD. See remarks.	Refer to Tex-711-I for sampling rates	Only materials from MTD approved sources listed on the Material Producer List for Multiple Piece Tie-bars for Concrete Pavements will be allowed. Sample in accordance with Tex-711-I.
EPOXY	Compliance with DMS-6100		Sampled at jobsite if not pre-approved by MTD. See remarks.	1 batch per shipment	Verify the source is listed on the Material Producer List for Epoxies and Adhesives. If not, sample and test before use in accordance with DMS-6100. Sample in accordance with Tex-734-I. **(C)**
CONCRETE	Strength **(A) (B)**	Tex-448-A or Tex-418-A	At point of concrete placement	2 cylinders for every 10 contractor job control tests	Sample in accordance with Tex-407-A. When the contract requires the project testing to be by the Engineer, the frequency and job control testing will be in accordance with the item of work. Split sample verification testing used when contractor performs job control testing. When job control testing by the contractor is waived by the plans, the frequency of sampling will be one test (2 specimens) for each 3,000 SY of concrete or fraction thereof or per day and split sample verification testing will be waived. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.

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TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
CONCRETE (Continued)	Slump	Tex-415-A	At time and location strength specimens are made	1 test for every 10 contractor job control tests.	Sample in accordance with Tex-407-A. Slump is not required for slip-formed pavement. Perform slump and temperature tests on the same load from which the strength specimens are made. Perform entrained air test only when entrained air concrete is specified on the plans. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Entrained Air (A)	Tex-416-A or Tex-414-A			
	Temperature	Tex-422-A			
	Pavement Texture	Tex-436-A	Final Riding Surface of travel lanes	1 per day, per driving lane	Perform when carpet drag is the only surface texture required on the plans.
	Thickness	Tex-423-A, Part I	Center of paving machine	Every 500 feet	Methods other than Tex-423-A may be shown on the plans.
	Ride Quality (A)	Tex-1001-S Surface Test, Type B	Final riding surface of travel lanes		Engineer may verify contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.

TABLE V – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	When a project test does not meet the specified strength requirements and a reduced pay factor is assigned, document the analysis on the Letter of Certification of Materials Used.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

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TABLE VI – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347 and 348)
(All testing as noted in Table VI may be waived for exempt production as defined by specification.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (C)
	Magnesium Soundness (A)	Tex-411-A			
	Surface Aggregate Classification (A)	Tex-499-A		1 per project, per source	
	Micro Deval	Tex-461-A		1 per project, per aggregate source	Not required when the Rated Source Soundness Magnesium loss is 15 or less as listed on the current published BRSQC. If testing is required, sample in accordance with Tex-221-F.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per project, per source, per design	Does not apply to Item 342. Sample in accordance with Tex-221-F. The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder at hot- mix plant in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.

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TABLE VI – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347 and 348)
(All testing as noted in Table VI may be waived for exempt production as defined by specification.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min 1 design, per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted on individual materials, as necessary, for control.
COMPLETE MIXTURE	Asphalt Content (A)	Tex-236-F	Engineer Truck Sample (D)	Minimum 1 per Lot	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project. When Tex-236-F does not yield reliable results, use alternative methods for determining asphalt content, such as, Tex-210-F (ASTM D2172/AASHTO T164) and Tex-228-F (ASTM D4125/AASHTO T287).
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck Sample Plant Produced (D)	1 per Sublot	Sample in accordance with Tex-222-F. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #. Does not apply to Items 342 and 348.
	Gradation (A)	Tex-200-F	Engineer Truck Sample (D)	Minimum 1, per 12 Sublots (E)	Sample in accordance with Tex-222-F. Determine correction factors for ignition oven using Tex-236-F at a minimum of one per project.
	Moisture Susceptibility	Tex-530-C	Truck Sample	1 per project	Sample in accordance with Tex-222-F, unless waived by the Engineer.
	Indirect Tensile Strength – Dry	Tex-226-F			Sample in accordance with Tex-222-F, unless waived by the Engineer. Does not apply to Items 342, 346, 347, and 348.
	Moisture Content	Tex-212-F, Part II	Engineer Truck Sample		Sample in accordance with Tex-222-F.
	Lab Molded Density (A)	Tex-207-F, Part I, VI, VIII	Truck Sample (D)	1 per Sublot 1 per Lot for Item 347	Sample in accordance with Tex-222-F. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Drain Down Test (A)	Tex-235-F	Engineer Truck Sample	1 per 12 Sublots	Sample in accordance with Tex-222-F. Not required for Items 341, 344, and 347.
	Hamburg Wheel Test (A)	Tex-242-F	Engineer Truck Sample	1 per project	Sample in accordance with Tex-222-F. Sample during production. Does not apply to Item 348 PFC-C, PFCR-C, and Thin Bonded Wearing Course –All Types.

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TABLE VI – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347 and 348) (All testing as noted in Table VI may be waived for exempt production as defined by specification.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
COMPLETE MIXTURE (Continued)	Cantabro Loss (A)	Tex-245-F	Engineer Truck Sample	1 per project	Sample in accordance with Tex-222-F. Sample during production. Does not apply to items 341, 344, 346, and 347.
	Overlay Test (A)	Tex-248-F	Engineer Truck Sample	1 per project	Sample in accordance with Tex-222-F. Does not apply to Items 341, 344, and 348 PFC-C, PFCR-C, and Thin Bonded Wearing Course –All Types.
ROADWAY	In-Place Air Voids (A)	Tex-207-F, Part I, VI, VIII	Roadway (D)	2 cores per Sublot	Two cores taken per Sublot and averaged. Sample in accordance with Tex-222-F. Does not apply to Items 342, 347, and 348.
	Segregation Profile (A)	Tex-207-F, Part V	Roadway	1 per project	Not required when Contractor uses thermal imaging system. Does not apply to Items 342, 347, and 348.
	Joint Density (A)	Tex-207-F, Part VII	Roadway	1 per project	
	Thermal Profile	Tex-244-F	Immediately behind paver	1 per project	Not required when Contractor uses thermal imaging system.
	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes	1 per project	Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results for surface test Type A are not required to be reported.
	Permeability	Tex-246-F	Roadway	1 per project	Permeability is encouraged to use with items 342 and 348. Only applies to Item 347.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by MTD		Sampling must be in accordance with Tex-735-I. Verify the source is listed on the current Material Producer List for Silt Fence, Filter Fabric, and Fabric Underseals. If not, sample and test before use in accordance with DMS-6220.

TABLE VI – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."
E	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

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TABLE VII – HOT-MIX ASPHALT PAVEMENT (Items 334) (Refer to DMS-9210, "Limestone Rock Asphalt (LRA)," for testing requirements for Item 330.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design) (F)	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (D)
	Magnesium Soundness (A)	Tex-411-A			
	Micro Deval	Tex-461-A			Sample in accordance with Tex-221-F. Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Surface Aggregate Classification (A)	Tex-499-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. SiteManager Quality Monitoring test documentation is accomplished by attaching an approved mix design.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per project, per source	Sample in accordance with Tex-221-F. The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 (A) (C)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.

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TABLE VII – HOT-MIX ASPHALT PAVEMENT (Items 334) (Refer to DMS-9210, "Limestone Rock Asphalt (LRA)," for testing requirements for Item 330.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION**	**FREQUENCY (Per Design) (F)**	**REMARKS**
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted in individual materials as necessary for control.
COMPLETE MIXTURE	Asphalt Content **(A)**	Tex-236-F	Engineer Truck Sample **(E)**	Minimum of 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck Sample Plant Produced **(E)**	1 per 5,000 tons	Sample in accordance with Tex-222-F.
	Gradation **(A)**	Tex-236-F	Truck Sample	Minimum 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
	Moisture Content	Tex-212-F, Part II	Truck Sample	1 per 5,000 tons	Sample in accordance with Tex-222-F. Performed by MTD at the point of production for payment calculations.
	Hydrocarbon-Volatile Content	Tex-213-F		1 per 5,000 tons	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
	Lab Molded Density **(A)**	Tex-207-F		1 per 5,000 tons	Sample in accordance with Tex-222-F.
	Hveem Stability **(A)**	Tex-208-F		1 per 5,000 tons	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
ROADWAY	Ride Quality Test Type B **(A)**	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.

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TABLE VII – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project.
C	Or as called for in the Specifications.
D	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
E	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."
F	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII – HOT-MIX ASPHALT PAVEMENT (Item 340)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (C)
	Magnesium Soundness (A)	Tex-411-A			
	Micro Deval	Tex-461-A	Stockpile (B)	1 per project, per source	Sample in accordance with Tex-221-F. Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Surface Aggregate Classification (A)	Tex-499-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (C)
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per project, per design	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min. 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted in individual materials as necessary for control.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII – HOT-MIX ASPHALT PAVEMENT (Item 340)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY	REMARKS
COMPLETE MIXTURE	Asphalt Content	Tex-236-F	Truck Sample (D)	Minimum of 1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck Sample Plant Produced (D)	1 per day	Sample in accordance with Tex-222-F.
	Gradation (A)	Tex-236-F	Truck Sample	Minimum 1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Sample in accordance with Tex-222-F, unless waived by the Engineer.
	Indirect Tensile Strength – Dry	Tex-226-F		1 per project, per design	Sample in accordance with Tex-222-F, unless waived by the Engineer.
	Lab Molded Density (A)	Tex-207-F	Truck Sample	1 per day	Sample in accordance with Tex-222-F.
	Hamburg Wheel Tracker (A)	Tex-242-F		1 per project	Sample in accordance with Tex-222-F. Sample during production.
ROADWAY	Air Voids (A)	Tex-207-F	Selected by the Engineer (D)	1 per day (2 Cores)	Sample in accordance with Tex-222-F.
	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by MTD		Sample in accordance with Tex-735-I. Verify the source is listed on the current Material Producer List for Silt Fence, Filter Fabric, and Fabric Underseals. If not, sample and submit to MTD for testing before use in accordance with DMS-6220.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

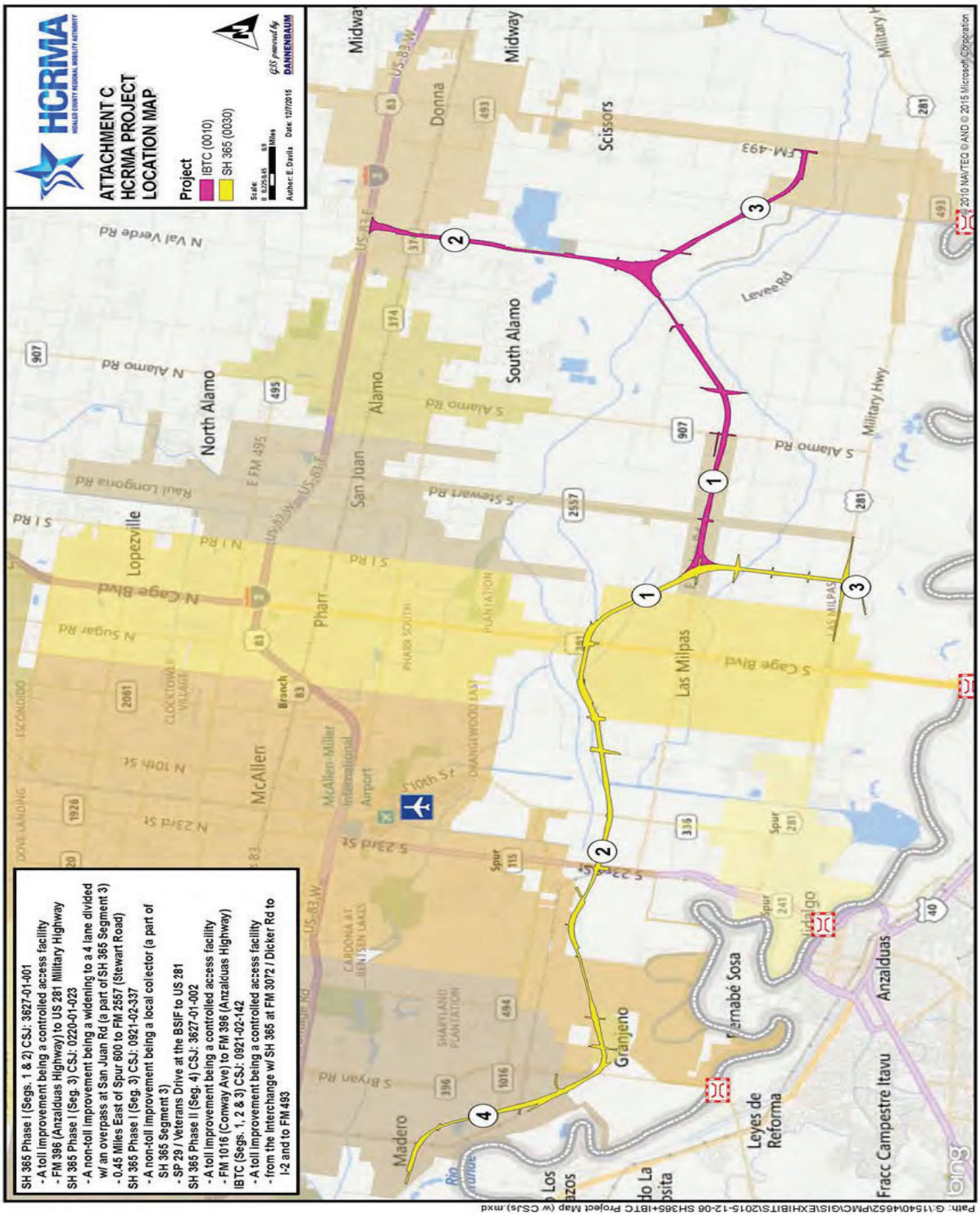
TABLE IX – MICROSURFACING (Item 350)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OF SAMPLING	FREQUENCY (Per Design)	REMARKS
AGGREGATE	Magnesium Soundness (A)	Tex-411-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing at 1 per project, per source. (C)
	Gradation	Tex-200-F, Part II		1 per project, per source	Sample in accordance with Tex-221-F.
	Crushed Face Count	Tex-460-A		1 per project, per source	Sample in accordance with Tex-221-F.
	Acid Insoluble (A)	Tex-612-J		1 per project, per source	Verify the value of the source, as listed on the current BRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-221-F. (C)
	Surface Aggregate Classification	Tex-499-A	Stockpile, or BRSQC (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing at 1 per project, per source. (C)
COMBINED BLEND	Sand Equivalent	Tex-203-F	Stockpile (B)	1 per project, per source	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IX – MICROSURFACING (Item 350)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OF SAMPLING	FREQUENCY (Per Design)	REMARKS
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min. 1 design per project	Submit to MTD for approval.
CEMENT	Compliance with DMS-4600				Verify the source is listed on the current Material Producer List for Cement. If not, sample and submit to MTD for testing before use in accordance with DMS-4600.
COMPLETE MIX	Asphalt Content	Tex-236-F	During production	1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Gradation	Tex-200-F, Part II Tex-236-F			Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven use at a minimum of one per project.

TABLE IX – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

Project Limits Exhibit



APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

I. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Title o(Modal Operating Administration),*** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program* ***requirements.[***

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds ofrace, color, or national origin. ***[Include Modal Operating Administration specific program requirements.]***

4. **Information and Repo11s:** The contractor will provide all information and reports required by the Acts,the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Title o(Modal Operating Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Title o(Modal Operating Administration)*** may determine to be appropriate, including, but not limitedto:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respectto any subcontract or procurement as the Recipient or the ***(Title o(Modal Operating Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes andauthorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis ofrace, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discriminationon the basis of age);
- Airport and Airway Improvement Act of1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

North American Industry Classification System (NAICS) Work Codes
For Federally Funded Contracts

Texas Department of Transportation
Professional Engineering Procurement Services (PEPS) Division
Professional Services Contracts for Engineering, Surveying and Architecture
Pre-Certified Work Categories and North American Industry Classification System (NAICS) Work Codes for Federally Funded contracts

Work Category No.	Category Name	Applicable Disadvantaged Business Enterprise (DBE) NAICS Work Codes
1.1.1	Policy Planning	541330 or 541320
1.2.1	Systems Planning	541330
1.3.1	Subarea/Corridor Planning	541330
1.4.1	Land Planning/Engineering	541330
1.5.1	Feasibility Studies	541330
1.6.1	Major Investment Studies	541330
1.7.1	Traffic Demand Modeling	541330
1.8.1	Public Involvement	541820 or 541330
2.1.1	Traffic Noise Analysis	541330 or 541620
2.2.1	Air Quality Analysis	541330 or 541620
2.3.1	Wetland Delineation	541330 or 541620
2.3.2	Conditional/Functional Assessment	541330 or 541620
2.4.1	Nationwide Permit	541330 or 541620
2.4.2	Clean Water Act Sec. 404 Permits	541330 or 541620
2.4.3	U.S. Coast G. & U.S. Army Corps Of Engr. Permits	541330 or 541620
2.5.1	Geological Assessment for Edwards Aquifer Recharge Zone	541330 or 541360 or 541620
2.6.2	Impact Evaluation Assessments	541330 or 541620
2.6.4	Biological Evaluations/Assessments	541330 or 541620
2.7.1	Sec. 4(F)/6(F) Evaluations	541330 or 541620
2.7.2	Historic Sites Sec. 4(f) Evaluations	541330 or 541620 or 541310
2.10.1	Archaeological Surveys, Doc., Excavation, Testing Rpts	541330 or 541620
2.12.1	Socio-Economic and Environmental Justice Analysis	541330 or 541620
2.13.1	Hazardous Materials Initial Site Assessment	541330 or 541620
2.14.1	Environmental Document Preparation	541330 or 541620
2.15.1	Historical Research of Extant Bldgs, Struct, Landsc., & Obj.	541310 or 541620
2.15.2	Historical Surveys & Doc. of Bldgs, Struct, Landsc., & Obj.	541310 or 541620
3.2.1	Route Studies & Schematic Design	541330
4.2.1	Roadway Design	541330
4.4.1	Freeway Interchanges	541330
4.5.1	Constructability Review	541330
4.6.1	3-D Design Visualization Services	541330 or 541340
5.2.1	Bridge Design	541330
5.3.1	Multi-Level Interchange Design	541330
5.5.1	Bridge & Non-Bridge Class Culvert and Inlet Design	541330
6.1.1	Routine Bridge Inspection Team Leader	541330
6.1.2	Routine Bridge Inspection Project Manager	541330
6.2.1	Complex Bridge Inspection Team Leader	541330
6.2.2	Complex Bridge Inspection Project Manager	541330
6.3.1	Tunnel Inspection Team Leader	541330
6.3.2	Tunnel Inspection Project Manager	541330
6.4.1	Underwater Bridge Inspection Team Leader	541330
6.5.1	Non-Destructive Testing	541330 or 541380
7.1.1	Traffic Engineering Studies (Traffic Counting 541990)	541330
7.3.1	Traffic Signal Timing	541330
7.4.1	Traffic Control Systems Analysis, Design & Implementation	541330
7.5.1	Intelligent Transportation System	541330
8.1.1	Signing, Pavement Marking & Channelization	541330
8.2.1	Illumination	541330
8.3.1	Signalization	541330
8.4.1	ITS Control Systems Analysis, Design & Implementation	541330
8.6.1	Rail-Highway Design	541330

North American Industry Classification System (NAICS) Work Codes
For Federally Funded Contracts

Work Category No.	Category Name	Applicable Disadvantaged Business Enterprise (DBE) NAICS Work Codes
9.1.1	Bicycle & Pedestrian Facility Development	541330
10.1.1	Hydrologic Studies	541330
10.2.1	Roadway Hydraulic Design	541330
10.3.1	Bridge Hydraulic Design	541330
10.4.1	Storm Water Pump Station-Hydraulic Design	541330
10.4.2	Pump Stations-Electrical	541330
10.4.3	Pump Stations-Structures	541330
10.5.1	Bridge Scour Evaluations And Analysis	541330
10.6.1	Coastal Hydraulic Design	541330
10.7.1	Riverine Hydraulic Design	541330
10.8.1	FEMA Regulations and Permits	541330
11.1.1	Roadway Construction Management And Inspection	541330
11.2.1	Bridge Construction Management And Inspection	541330
11.3.1	Construction Superintendent	541330
11.4.1	Environmental Inspections	541330 or 541620
11.5.1	Construction Scheduling Project Manager	541330
11.6.1	Construction Schedule Support- General	541330
11.7.1	Construction Schedule Support- Relating to Scheduling of Roadway Design	541330
11.8.1	Construction Schedule Support- Relating to Construction Management of Projects Including Bridges or Multi-level Interchanges	541330
12.1.1	Asphaltic Concrete Production	541330 or 541380
12.1.2	Portland Cement Concrete	541330 or 541380
12.1.3	Materials Engineering	541330 or 541380
12.1.4	Asphaltic Concrete Placement	541330 or 541380
12.1.5	Portland Cement Concrete Placement	541330 or 541380
12.1.6	Embankment/Subgrade/Backfill/Base Production	541330 or 541380
12.1.7	Embankment/Subgrade/Backfill/Base Placement	541330 or 541380
12.2.1	Plant Inspection And Testing	541330 or 541380
12.3.1	Coatings Inspection and Material Testing Project Manager	541330 or 541380
12.3.2	Coatings Inspection and Material Testing Task Leader	541330 or 541380
14.1.1	Soil Exploration	541330 or 541380
14.2.1	Geotechnical Testing	541330 or 541380
14.3.1	Transportation Foundation Studies	541330 or 541380
14.4.1	Building Foundation Studies	541330 or 541380
14.5.1	Evaluation & Design of Geotechnical Related Structures	541330 or 541380
15.1.1	Right of Way Surveys	541370
15.2.1	Design Survey	541370
15.2.2	Construction Survey	541370
15.3.1	Aerial Photogrammetry	541370
15.3.2	Terrestrial Photogrammetry	541370
15.3.3	Terrestrial LiDAR	541370
15.3.4	Mobile and Airborne LiDAR	541370
15.3.5	Horizontal and Vertical Control	541370
15.5.1	State Land Surveying	541370
16.1.1	Architecture	541310
16.2.1	Building and Facilities Architecture	541310
16.3.1	Landscape Architecture	541320
17.1.1	Structural Engineering	541330
17.2.1	Mechanical Engineering	541330
17.3.1	Plumbing Engineering	541330
17.4.1	Electrical Engineering	541330
17.5.1	Civil Engineering	541330
17.6.1	Hazardous Building Materials Assessment (Asbestos)	541330 or 541620
17.6.2	Hazardous Building Materials Assessment (Lead)	541330 or 541620

North American Industry Classification System (NAICS) Work Codes
For Federally Funded Contracts

Work Category No.	Category Name	Applicable Disadvantaged Business Enterprise (DBE) NAICS Work Codes
18.2.1	Subsurface Utility Engineering	541330
18.3.1	Utility Adjustment Coordination	541330 or 541618
18.4.1	Utility Engineering	541330
18.5.1	Utility Construction Management and Verification	541330
18.6.1	Utility Management & Coordination Oversight	541330
19.1.1	Value Engineering	541330
	Services used to support work done under the precertification work categories	
Support	Drilling and Coring Services (for Engineering services)	541330
Support	Boring, Core Drilling, Foundation Drilling, and Soil Test Drilling	238910
Support	Materials Testing (for Engineering services)	541330
Support	Materials Testing (for testing laboratories)	541380
Support	Traffic Control - Flagging	561990
Support	Traffic Control - Sign erection, highway, road, street or bridge	237310
Support	Traffic Counting	541330 or 541990
	Non-listed categories (NLC)	
NLCs	NLC - for Engineering	541330
NLCs	NLC - for Materials Testing	541330 or 541380
NLCs	NLC - for Construction Record Keeper	541330
NLCs	NLC - for Non-engineering, Non-architecture, Non-surveying	To Be Determined

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-43

APPROVAL OF WORK AUTHORIZATION 1 WITH B2Z ENGINEERING, LLC., FOR CONSTRUCTION MATERIAL TESTING IN THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 28th day of September, 2021, by the Board of Directors of the HidalgoCounty 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 the Authority finds it necessary to approve Resolution 2021-42 Approval of Award of Contract by and between the B2Z Engineering, LLC, and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services; and

WHEREAS the Authority finds it necessary to approve Resolution 2021-43 Approval of Work Authorization 1 to the Professional Service Agreement with B2Z Engineering, LLC, for Construction Material Testing in the 365 Tollway Project in the amount of $201,143.26.

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 1 to the Professional Service Agreement with B2Z Engineering, LLC, in the amount of $201,143.26 for the 365 Tollway Project, hereto attached as Exhibit A.

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

*****

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 28th day of September 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

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

WORK AUTHORIZATION NO. 1
AGREEMENT FOR ENGINEERING SERVICES

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

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

PART II. The maximum amount payable under this Work Authorization is $ 201,143.26 and the method of payment is unit cost/specified as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

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

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

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

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

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

SH 365 Phase I (Segs. 1 & 2) CSJ: 3627-01-001
- A toll improvement being a controlled access facility
- FM 396 (Anzalduas Highway) to US 281 Military Highway

SH 365 Phase I (Seg. 3) CSJ: 0220-01-023
- A non-toll improvement being a widening to a 4 lane divided w/ an overpass at San Juan Rd (a part of SH 365 Segment 3)
- 0.45 Miles East of Spur 600 to FM 2557 (Stewart Road)

SH 365 Phase I (Seg. 3) CSJ: 0921-02-337
- A non-toll improvement being a local collector (a part of SH 365 Segment 3)
- SP 29 / Veterans Drive at the BSIF to US 281

SH 365 Phase II (Seg. 4) CSJ: 3627-01-002
- A toll improvement being a controlled access facility
- FM 1016 (Conway Ave) to FM 396 (Anzalduas Highway)

IBTC (Segs. 1, 2 & 3) CSJ: 0921-02-142
- A toll improvement being a controlled access facility
- from the Interchange w/ SH 365 at FM 3072 / Dicker Rd to I-2 and to FM 493

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

EXHIBIT C
HCRMA PROJECT LOCATION MAP

Project
- IBTC (0010)
- SH 365 (0030)

Scale: 0 0.225 0.45 0.9 Miles

Author: E. Davila Date: 12/7/2015

GIS powered by DANNENBAUM

Path: G:\1540\4652\PMC\GIS\EXHIBITS\2015-12-06 SH365+IBTC Project Map (w CSJs).mxd

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ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

APPLICABILITY:

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

ABBREVIATIONS, ABBREVIATIONS, and DEFINITIONS:

HCRMA OR AUTHORITY shall mean Hidalgo County Regional Mobility Authority
PMC (GEC) shall mean Program Management Consultant (General Engineering Consultant) (Dannenbaum Engineering Corporation)
ENGINEER shall mean B2Z Engineering, LLC
TxDOT shall mean Texas Department of Transportation
FHWA shall mean Federal Highway Administration
IBWC shall mean International Boundary and Water Commission
USFWS shall mean United States Fish & Wildlife Service
THC shall mean Texas Historical Commission
SHPO shall mean State Highway Preservation Office
USACE shall mean United States Army Corps of Engineers
GSA shall mean General Services Administration
HCMPO shall mean Hidalgo County Metropolitan Planning Organization
FAA shall mean Federal Aviation Administration
MTP shall mean Metropolitan Transportation Plan
TIP shall mean Transportation Improvement Program
MUTCD shall mean Manual of Uniform Traffic Control Devices
AASHTO shall mean American Association of State Highway and Transportation Officials
LRFD shall mean Load & Resistance Factor Design
PS&E shall mean Plans, Specifications and Estimate
ACP shall mean Asphaltic Concrete Pavement
CSJ shall mean Control Section Job (highway project designation number)
ADP shall mean Advance Project Development

AAP	AASHTO Accreditation Program (AASHTO re:source and CCRL)
AASHTO	American Association of State Highway Transportation Officials
ACI	American Concrete Institute
AO	Area Office
AQMP	Aggregate Quality Monitoring Program
CAR	Corrective Action Report
CCRL	Concrete and Cement Reference Laboratory
CE&I	Construction Engineering and Inspection
CFR	Code of Federal Regulations
MTD	Materials and Tests Division
CMEC	Construction Materials Engineering Council
FHWA	Federal Highway Administration
HMA	Hot-Mix Asphalt
HMAC	Hot-Mix Asphalt Center
IA	Independent Assurance
L-A-B	Laboratory Accreditation Bureau
MPL	Material Producer List
QAP	Quality Assurance Program
QAT	Quality Assurance Test
QC	Quality Control
SM	SiteManager
TXAPA	Texas Asphalt Pavement Association
TxDOT	Texas Department of Transportation

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
PROJECT DESCRIPTION

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

County/HCRMA: Hidalgo County

CSJ number: 0921-02-368

Project/Description: Provide construction materials testing to assure the materials incorporated into 2.32 miles of levee work on Phase II of 365 Toll highway construction project are subject to verification sampling and testing when required and meet project plans and specifications; and administering Quality Monitoring and Quality Assurance Program. Overall project consists of construction of a 12.4 mile tolled facility from FM 396 & GSA Connector to US 281 (Military Highway), which consists of: of grading, flexible base, lime treated subgrade, asphaltic concrete pavement, concrete pavement, signing and pavement markings, cross culverts, bridge structures, retaining walls, illumination and toll equipment.

Length: 2.32 Miles (Approx)

Highway: 365TOLL

Limits: (See Location Map Attached)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Enter all test data in Site Manager.

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

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

SUMMARY OF DELIVERABLES:

The Engineer shall provide the following:

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

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

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

ATTACHMENT C-1

IBWC REQUIREMENTS

International Boundary and Water Commission

United States and Mexico

United States Section

4191 N. Mesa, El Paso, TX 79902

Requirements for Projects On or Affecting a USIBWC Levee

The purpose of this document is to present additional criteria and guidelines for the application, review, approval, and inspection of construction activities not performed by or for the United States Section, International Boundary and Water Commission (USIBWC) which affects USIBWC levees or flood control structures. See document named *Design and Construction Requirements for Work within USIBWC ROW* for general requirements covering all projects within USIBWC's ROW.

General Conditions for all Projects

- Within this document, levee may mean earthen levee, concrete floodwall, or any combination of such which acts as a flood control structure.
- All materials used shall have National Science Foundation (NSF) 61 rating. Metals, concrete, rocks, and soil are not required to meet this requirement.
- All reports, drawings, specifications, and test results shall be signed and sealed by a professional engineer licensed to practice in the state where the work will be performed.

Work on Levees

Work impacting USIBWC levees and appurtenant structures cannot negatively affect their flood control abilities. Proponents are not required to analyze our levees beyond their project and its impacts, but work must ensure that USIBWC's levee meets and/or exceeds all of the requirements of the Federal Emergency Management Agency's (FEMA) 44 CFR §65.10(b) and of the US Army Corps of Engineers' Engineering Manual (EM) 1110-2-1913 entitled "*Design and Construction of Levees*."

- The entire levee portion impacted by Proponent's project shall be analyzed for concurrence with 44 CFR §65.10(b). All instances where Proponent's project causes or modifies a "break" in the levee caused by a bridge, roadway, or similar structure, Proponent shall certify in their design report that this break has been analyzed and will meet all 44 CFR §65.10(b) requirements.
  - If the "break" will not meet 44 CR §65.10(b) requirements, then modifications shall be designed to ensure compliance. These modifications shall be coordinated with the owner of said "break."
- All concrete structures in USIBWC levees or acting as a flood control structure shall be designed per American Concrete Institute (ACI) 350, Code Requirement for Environmental Engineering Concrete Structures.
- Structures shall not be placed within 15 feet (or USIBWC's ROW whichever is smaller) from the levee toe.
- A minimum of 15 feet (or USIBWC's ROW whichever is smaller) from the levee toe shall slope away from the levee to prevent ponding of water against the levee. Please note that it is not USIBWC's intention to create a "toe road" on the riverside of the levee.
- The Proponent project must meet and/or exceed all of the requirements of the US Army Corps of Engineers' Engineer Pamphlet (EP) 1110-2-18, "*Guidelines for Landscaping Planting and Vegetation Management at Levees, Floodwalls, Embankment Dams, and Appurtenant Structures*."
- Wherever work disturbs the levees, the levees side slopes shall be capped with 6 inches of topsoil. The topsoil shall be of sufficient quality to promote growth of native grasses.
- All areas disturbed by construction shall be revegetated. The areas shall be watered to ensure germination and to maintain vegetative growth until the plants have reached their full height or 6 inches, whichever is smaller. See document named *Project Seed Mixes* for details on required seed mixes and planting guidelines.

Minimum Height of Levee

- USIBWC will provide the base flood elevation (BFE) for the levee impacted by the Proponent's project. The BFE may exceed the 100 year flood water surface elevation.
- The top of the levee's impervious section shall be the higher of the existing ground surface or the calculated BFE plus 3 feet. The 3 feet is measured after settlement is taken into account.
- Hard structures such as floodwalls that cannot be raised if the BFE changes, must be set at least 4 feet above the calculated BFE.
- The gravel O&M road material shall not be considered as part of the impervious section, but shall be considered as part of the levee height when calculating overhead clearances.

Levee Closure Structures

- All levee openings shall be designed to meet 44 CFR §65.10(b). Culverts, pipes, utility crossing, road crossing, and bridges are considered levee openings. Design checks shall be included in the Design Report.
- All structures that pass through or under the levee shall be evaluated to determine if structure and closure device meets 44 CFR §65.10(b). If any closure device requires maintenance or rehabilitation, it shall be included in the construction documents.
- All closure devices must be able to be safely operated when water is at the BFE. If modification is required, it shall be included in the construction requirements.
- If any pipes or boxes that cross the levee require new closure devices, only slide/sluice type gates shall be used. Flap gates are not acceptable.

Levee Side Slopes

- The angle of the levee side slopes shall be determined by the design, but site constraints in some sections of the project must be taken into account. For maintenance, USIBWC prefers slopes 3H:1V or flatter. Slopes steeper than 3H:1V shall be minimized.
- USIBWC equipment cannot mow a slope steeper than 2.5H:1V. Proponent shall take this into account when designing the levee slopes. If slopes are steeper than 2.5H:1V, measures shall be taken whereby the slope does not require mowing.

Levee Alignment

- The levee may not be moved closer to the river without approval of USIBWC.
- Relocating the levee will require Proponent to provide a Drainage Report indicating the base flood water surface elevation does not increase and that the maximum deflection is 5%.
- If USIBWC agrees with the proposal to relocate the levee, concurrence with Mexico must be reached if the work is along an international reach of the levee. This concurrence may require weeks or months of communications. Proponent may continue working on the design during this period, but in no instance, shall construction proceed until concurrence is reached with Mexico.

Utilities

- Utilities include privately, publicly, or cooperatively owned lines, wires, pipelines, facilities, and systems for producing, transmitting, or distributing communications, power, heat, gas, oil, water, waste, stormwater, or irrigation water.
- In no instance shall a utility hinder or impair USIBWC's ability to perform maintenance or flood operations.
- Utilities may be routed on top of the levee. A utility on top of the levee shall be designed to withstand AASHTO HS25 loading and shall be protected from damage from grading and other levee maintenance. The utility or its

associated cover must allow passage of a loaded lowboy semi trailer. The Proponent must acknowledge that they will be required to raise their utility if the USIBWC raises the levee.

- Pipeline utilities crossing the levee shall include closure devices on the landside of each levee.
- Utility excavations shall meet the design and construction requirements for levees including the minimum testing requirements.
- Utilities shall not remain within the levee prism after construction. Proponent shall design for relocation of utilities including coordination with utility owners. The levee prism includes all components above the floodplain elevation as well as the floodplain/landside toe (can be assumed to be 15 feet from levee toe) and subsurface that carries flood seepage under the levee.
    - USIBWC may make rare exceptions when placement of the utility does not affect USIBWC's ability to operate, maintain, and raise the levee. In these instances, the utilities shall be located in the landside half of the levee or completely under the levee.
    - Utility must meet requirements of USACE's EM 1110-2-191 Chapter 8.
    - In no instances shall utility be "plowed" into levee. Installation by tunneling or jacking is also strictly prohibited.
    - The Design Report, including a seepage analysis, shall certify that the utilities within the levee do not expose the levee to any risks associated with 44 CFR §65.10(b)(3) and (4).
- Utilities running parallel to the levee shall be set at least 15 feet off of the existing levee toe. This includes underground utilities.
- Relocated utilities shall be completely removed from USIBWC's ROW instead of being abandoned in place.
    - USIBWC only leaves abandoned utilities within levees if they provide no risk to the levee and are extremely difficult to remove. If utility is abandoned in place, Design Report shall certify that the utility does not expose the levee to any risks associated with 44 CFR §65.10(b). Proponent may need to design changes to utility prior to abandonment (e.g. fill structure with flowable fill).
- The Proponent shall install and maintain suitable markers or signs indicating the location of the utility where it crosses the levee, pilot channel, or river and where the utility changes direction within USIBWC's ROW. The markers or signs should be a minimum height of 5 feet. No markers are to be installed on the levee slopes or within 15 feet from the toe of the levee.
- See document named *Design and Construction Requirements for Work within USIBWC ROW* for bridge and additional utility crossing requirements.

Overhead Wire Utility Crossings

- The overhead transmission lines shall be constructed and maintained in such a manner as to provide a minimum vertical clearance (at the temperature of 60° Fahrenheit) of not less than 28 feet above the levee height and at least 22 feet above the floodway BFE.
- No structure (poles or guy wires) shall be located closer than 35 feet from the toes of any levee. No structure (poles or otherwise) shall be located closer than 15 feet from the top of any channel bank.
- Guy wires may be anchored within the USIBWC ROW and shall be installed in such a manner that they do not interfere with the operation and/or maintenance of the channels, levees, or related structures. A witness post, not less than 5 feet high, shall be installed by each anchor or the cable shall be wrapped up to a point at least 5 feet above the ground with a brightly colored material to make it obviously visible.
- It shall be the Proponent's responsibility to maintain the areas clear of brush within a 10 foot radius of each pole, under the guy wires, and around the anchors on both sides of the levee and within the USIBWC ROW limits.

Utilities Crossing Under Levees

- The Design Report, including a seepage analysis, shall certify that the utilities below the levee do not expose the levee to any risks associated with 44 CFR §65.10(b)(3) and (4).
- When installing utilities by directional drilling, the Proponent shall furnish information addressing the following concerns and give specific dimensions, distances, pressures, weights, and all other pertinent data.

- Comprehensive understanding of the subsurface soil and groundwater conditions to a minimum depth of 20 feet below the lowest pipe elevation
- Locations of the pipe penetration entry and exit
- allowable uplift pressures
- Drilling procedure and onsite quality control monitoring during drilling operation
- Grouting of the pipe annulus, backfilling of any excavated areas, and repair of the construction-staging areas

- When utility installation is under both levees and the river or pilot channel, the entry and exit location, when located landside of a levee, shall be set back sufficiently from the landside levee toe to ensure that: (a) the utility reaches its maximum depth, and (b) the utility is no less than 300 feet landside from the levee centerline. The utility shall be constructed in a straight alignment for a minimum distance of 15 feet beyond the landside of the levee toe.

O&M Road on top of Levee

- The finished gravel O&M road shall be at least 16 feet wide. The O&M road shall be on top of any earthen levees or on the landside of any floodwalls as well as on all ramps.
- The gravel surface of the O&M road shall be a minimum of 6 inches thick and be designed as an aggregate roadway surface (i.e., gravel road), not as general flexbase below asphalt. USIBWC can provide our standard specifications for this gravel but use of this specification is not required. Slag is not allowed as gravel on USIBWC property.
- The finished gravel road shall slope 2% toward the riverside if on an earthen levee and 2% toward the landside if behind a floodwall. A consistent cross slope is preferred to a crown since the crown is not maintained during grading.
- Geotextile cannot be placed between the levee's impervious section and the gravel O&M road material.
- No structure may end within or adjacent to the edge of the O&M road unless it is safe for passing traffic (e.g. headwall parallel to levee) and can be regularly graded with a motor grader. USIBWC may require signs or reflectors (e.g. OM4-3, OM2-2V, or OM3) meeting Federal Highway Administration's (FHWA) Manual of Uniform Traffic Control Devices (MUTCD) adjacent to any such structures.

Ramps

Riverside ramps along the levee shall be designed as sections cut out of the levee instead of as roads skewed away from the levee. See USIBWC Standard Drawing SD-25084 for reference. Some ramps adjacent to structures will have different geometry due to site conditions. Licensed/permitted landside ramps shall be designed to meet the site conditions but in no way shall negatively affect the levees.

Minimum Soil Requirements

Project designers may establish more stringent standards, but soil (clay) used in construction or repair of the levees shall meet at these requirements:

- Soils - Clay (CL or CH per ASTM D2487)
- Flowable fill (controlled low strength materials, CLSM, flowfill, and soil cement) may be used as backfill as long as the Design Report evaluates the seepage through the levee around the flowable fill and it will not affect USIBWC's operations and maintenance of the levee.
- Crumb Test (ASTM D6572) - Grade 1 (non-dispersive)
- Pinhole Test (ASTM D4647) - ND1 or ND2
- Double Hydrometer (ASTM D4221) - Percent dispersive less than thirty (30)
- At least sixty percent (60%) passing a US Standard No. 200 sieve

- One hundred percent (100%) of the dry material passing the one (1) inch sieve
- Borrow source in situ clay shall not be blended with any other material if it meets USIBWC's minimum requirements.
- All material placed at or greater than optimum moisture

Required Reports

- A Design Report shall be provided proving that this project meets 44 CFR §65.10(b) and USACE EM 1110-2-1913 and that it will not negatively affect any USIBWC structures. See document named *Design Report Requirements for USIBWC Review* for guidance on Design Reports.
- If project, or part of project, is within a river floodplain, a Drainage Report is required indicating that the BFE does not increase and that the maximum deflection of flood flows by the project is 5% or less.
- Work within the floodplain will require concurrence with Mexico if work is on an international reach of a river. This concurrence may require weeks or months of communications. Design work may continue during this period, but in no instance, shall construction proceed until concurrence is reached with Mexico.
- See documents named *Technical Drainage Report Requirements for USIBWC Review* and *Two-Dimensional Hydraulic Modeling Methodology* for guidance on Drainage Reports and hydraulic modeling.

Drawings

- USIBWC property (ROW) boundary shall be clearly shown.
- Project coordinate system, survey units used, datum, and grid to ground conversion shall also be shown.
- Any drawings showing project or project component interaction with USIBWC structures shall be drawn to scale.

Geotechnical Testing/Boreholes in Levees

- All boreholes within USIBWC levees shall be backfilled with a bentonite slurry.
- Other geotechnical sampling locations shall be backfilled with existing levee material but Proponent shall remember than levees are topped with a gravel O&M road.
- If new material is required for backfill, it shall meet USIBWC's minimum soil requirements

Construction/Materials Testing

- Minimum Levee Testing Requirements are available in the document named *Minimum Levee Testing Requirements*. These requirements are the minimum; if the project designer determines that more frequent testing or more stringent is requirements are necessary, they shall govern. All tests shall be signed and stamped by a registered engineer. Upon completion of the construction, a copy of all completed tests and associated forms shall be provided to USIBWC.
- Method B shall be used on all Proctors (D698 and D1557).
- Grain Size Analysis (ASTM D7928) shall use sieves sized 2 inch, 1 inch, 3/8 inch, 4, 10, 20, 40, 60, 140 and 200 at a minimum.
- Grain size analysis (ASTM D7928) includes hydrometer testing of material below 200 sieve.

Levee Construction or Repair

- Construction shall be performed by excavating into the existing levee to create a series of keys and benches with the bench placed within the slope rather than constructed at the toe of the slope. Benches shall not exceed a two (2) foot high vertical section.

- Fill shall be placed in horizontal layers only. The levee embankment is to be raised in eight (8) inch loose (six [6] inch compacted) lifts. The fill material placed within the levee embankment slopes shall be compacted as required. If the minimum compaction is not achieved, the lifts shall be reworked. To ensure proper compaction of the sides of the levee, the compacted fill for the levee embankment is to be overbuilt a minimum of two (2) feet past the final slopes and grades and then trimmed to the finished grade. The overbuild is not required within 4 feet of any structure.
- Surfaces to receive fill shall be monitored for moisture content. Whenever the surface to receive fill is either too dry or too wet, the moisture content of the surface shall be appropriately adjusted prior to placing the next fill lift. Once the levee has been placed to required lines and grades and has passed all required soils and density tests, the material shall be allowed to dry out. Levee slopes shall be trimmed to final slopes and grades while clay is still within allowable moisture content for placement. To ensure a competent finished top lift, the completed top lift shall be at least 3 inches thick after compaction. If the final cut reduces the thickness of the top lift to less than 3 inches, re-scarify the top lift to a depth of at least 6 inches and then re-compact the section.
- Ramps shall be constructed in the same manner as the levee.
- The clay may not be covered until the surface has dried and a USIBWC representative has ensured that the requirements listed below are met:
    - The levee shall be cut, graded, and/or finished to a smooth plane surface. The finished levee embankment shall be a hard, competent, solid soil mass. The dried clay shall not be brittle, crumbly, or friable. The final product shall be a hard, competent, solid soil mass. There are some clayey materials that even though they fulfill the levee soil requirements, do not hold together after 24 to 36 hours of drying time. If the levee material becomes soft and/or friable after drying, it shall be removed and replaced with material that produces a hard, competent, solid soil mass.
    - The levee typical sections shall be maintained throughout the work zone. No deviations in cross section shall be greater than 3 inches longitudinally unless shown on the drawings. The sides of the levee shall not have a wavy appearance.
    - Placement practices throughout each fill zone of the levee shall be such that the embankment will be free from lenses, pockets, streaks, and layers of material differing in texture, gradation, or classification from surrounding material of the same material type. If within the same material type lenses, pockets, streaks, or layers are encountered, the clay shall be reworked in order to form a homogeneous blend of the materials.
    - The finished levee embankment shall be homogenous in material and compaction characteristics. No evidence of placement layers/lifts shall be visible in the final product. Each lift of fill shall be thoroughly bounded to the prior lift/subgrade. In no instance shall any two lifts be able to be easily separated.
    - No holes, pop-outs, pockmarks, grooves, depressions, or other voids greater than ½ inch in depth normal to the slope face shall be permitted. Separation of two lifts shall not be allowed. Pop-outs formed during cutting of the levee slope when there is nonuniform compaction of the levee embankment. Areas of holes, pop-outs, pockmarks, grooves, depressions, or other voids less than ½ inch in depth normal to the slope face that are numerous or frequent (longer than one foot or common across the slope) shall also be repaired. Cracking of clay is normal, however, cracking into small fragments that can easily be removed by hand from the levee are not acceptable. Acceptable clay embankment shall crack in a manner that "locks" the cracked pieces together.
- During ASTM D6938 nuclear density tests, the probe shall extend through both the newly added lift and the scarified prior lift (e.g., 6" lift plus 3" scarification equals probe of 9", minimum). Tests into scarified and compacted subgrade shall be taken at a 12 inch depth. Include IBWC Forms 241 for all days when nuclear density tests are performed.
- Excess fill brought on site, contaminated material, and material that does not meet requirements shall be hauled away from the project site and disposed of per Federal, state, and local requirements.
    - No soil or other material shall be left in the floodplain.

Completion of Construction

- Upon completion of any construction with USIBWC ROW, the worksite area shall be left in a clean and neat condition with all debris and excess material removed from the site.

- Upon completion of the construction, complete surveys, signed and stamped by a registered surveyor, shall be provided to USIBWC. Survey data shall be provided in pdf format with supporting data in a comma delimited ASCII file. Data shall be identified (point number, northing, easting, elevation, description) while the coordinate system, datum, name of the individual/company who performed the survey, and date of survey shall be noted. Survey boundaries, breaklines, and other relevant data shall be exported from an AutoCAD Civil 3D file to an xml file.
- Upon completion of construction, as built (record drawings) shall be provided for the whole project. Drawings shall be in pdf and shall be sized at least ANSI B (11"x17") although fullsize drawings are preferred. Drawings shall be provided at a resolution not less than 300 dpi.
- Upon completion of any levee construction work, a copy of all completed tests and associated USIBWC forms shall be provided to USIBWC.

Conditions

- Proponent's project shall not hinder or impair USIBWC's ability to perform maintenance or flood operations.
- The USIBWC does not assume any responsibility regarding damages that could be caused to the work, property, or persons in the project area as a consequence of river flood flows.
- Any damage caused by the proposed works to either the banks of the river, USIBWC's structures, or USIBWC's property shall be repaired by Proponent to the USIBWC's satisfaction.
- The USIBWC will not alter its our normal or flood operations criteria as a result of the proposed works.
- Proponent is responsible for keeping their structures free of debris accumulation at all times. Proponent shall dispose of all debris in accordance with all applicable environment laws and regulations. In addition, Proponent is responsible for all costs associated with debris removal.
- Proponent shall finalize and submit to the USIBWC an Operation and Maintenance (O&M) Plan for their project. It should be noted that the USIBWC will not be the agency responsible for performing operations and maintenance of the Proponent's project.

Forms and standard drawings are available on USIBWC's website at https://www.ibwc.gov/Organization/Engineering/construction.html.

International Boundary and Water Commission

United States and Mexico

United States Section

4191 N. Mesa, El Paso, TX 79902

Minimum Levee Testing Requirements

Established by Design Engineer	USIBWC Minimum	ASTM	Test Name	REQUIREMENT	Minimum Frequency	IBWC Required Forms
X	X	D698 D1557	Proctor	Required for quality control of construction	2,000 cy	
	X	D6913	Grain Size Analysis	≥ 60% passing 200, 100% < 1"	1,000 cy	
	X	D6572	Crumb	Grade 1	1,000 cy	
	X	D4647	Pinhole	ND1 or ND2	1,000 cy	
	X	D4221	Double Hydrometer	Less than 30	1,000 cy	
	X	D2487	USCS	CL or CH only *(CL-ML or any soils other than clay not allowed)*	1,000 cy	
	X	D4318	Atterberg Limits	PI ≥ 15 *(PI and LL range set by Design Engineer)*	1,000 cy	
	X	D6938	Field Density Measurement	Minimum of 95% of max dry density for D698. Minimum of 92% of max dry density for D1557.	2 per day or 1 per every 250 cy placed, whichever greater	
	X	D6938	Field Moisture Content	Minimum at optimum. Usually moisture content between optimum and +2 of optimum.	Whenever field density is taken	
	X	D6938	Nuclear Gauge Standard Count	Verify nuclear gauge readings/stability.	Prior to use of each gauge, each day onsite	Form 241
	X	D2216	Lab Moisture Content	Verify nuclear gauge readings	Every 20 ASTM D6938 tests	Form 240

1. Design Engineer shall increase USIBWC minimum requirements and frequency as required for their project. Requirements can not be reduced.
2. Method B shall be used on all Proctors (D698 and D1557). Use of ASTM D698 or ASTM D1557 shall be determined by Design Engineer.
3. Grain Size Analysis shall use sieves sized 2 inch, 1 inch, 3/8 inch, 4, 10, 20, 40, 60, 140 and 200 at a minimum. **Includes hydrometer testing of material below 200 sieve.**
4. Clay used shall not be blended with any other material if it meets these requirements.
5. Minimum frequency assumes a large project. Small projects shall increase frequency appropriately.
6. The most recent version of ASTM standards shall be used.
7. Forms are available at www.ibwc.gov/Organization/Engineering/construction.html.

ATTACHMENT E

FEE SCHEDULE

TEST NO.	CMT Firm: B2Z ENGINEERING Date: 09/13/2021			2020-23			
	Geotechnical Services		Unit	FINAL NEGOTIATED RATES 9/3/2021			COMMENTS
1	Mobilization/Demobilization		each	$ 400.00			$6/mile for anything < 67 miles per trip or $400 > 67 miles
	Drilling, Logging, &Recovering Samples (With TCP)		per mile	$ 6.00			
2A	1. Depth ≤ 50 feet		Tex-132-E (every 5 feet)	$ 28.63			
2B	2. Depth ≥ 50 feet		linear foot	$ 30.71			
	Drilling, Logging, &Recovering Samples (Without TCP)			$ -			
3A	1. Depth ≤ 50 feet ( )		linear foot	$ 26.02			
3B	2. Depth ≥ 50 feet ( )		linear foot	$ 28.03			
4	Rock Coring (Soft Rock) [2]		linear foot	$ 12.07			
5	Rock Coring (Hard Rock) [2]		linear foot	$ 16.00			
6	Staking Borings and Utility Locations		hour	$ 109.03			
	Standby Time (sampling)		hour	$ 250.00			
7A	1. Hot Mix Asphalt (minumum of one hour)		each	$ 100.00			
7B	2. Concrete (minumum of one hour)		each	$ 159.30			
8	Piezometer - 2 inch (including well completion and installation)		linear foot	$ 40.00			
9	Grouting of Borings		linear foot	$ 5.00			
10	Traffic Control - Major		day	$ 1,200.00			
	Laboratory Test	Test Method	Unit	$ -			
11	Volumetric Shrinkage	ASTM D427	each	$ 91.00			
12	Standard Poor Test	ASTM D698	each	$ 210.00			
13	Modified Poor Test	ASTM D1557	each	$ 250.00			
14	Standard Penetration Test (SPT)	ASTM D1586	LF	$ 30.04			
15	California Bearing Ratio (Single Sample without MD Curve)	ASTM D1883	test	$ 275.00			
16	Unconfined Compressive Strength (Soil)	ASTM D2166	each	$ 62.00			
17	Hydraulic Conductivity Permeability	ASTM D2434	each	$ 330.00			
18	One Dimensional Consolidation Properties of Soil	ASTM D2435	each	$ 450.00			
19	Unconfined Compressive Strength (Rock)	ASTM D2938	each	$ 76.00			
20	Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	set of 3	$ 625.00			
21	Direct Shear Test of Soils Under Consolidated Drained Conditions, SAND	ASTM D3080	set of 3	$ 475.00			
22	Direct Shear Test of Soils Under Consolidated Drained Conditions, CLAY	ASTM D3080	set of 3	$ 650.00			
23	Splitting Tensile of Intact Rock Core	ASTM D3967	each	$ 120.00			
24	Water Stand Pipes	ASTM D4043	each	$ 37.69			
25	Calcium Carbonate Content of Soils	ASTM D4373	LF	$ 62.00			
26	Hydraulic Conductivity Permeability	ASTM D4511	each	$ 260.00			
27	One Dimensional Swell, Methods A&B	ASTM D4546	each	$ 249.47			
28	One Dimensional Swell, Method B Only	ASTM D4546	each	$ 300.00			
29	One Dimensional Swell, Method C	ASTM D4546	each	$ 247.52			
30	Permeability of Silt and Clays	ASTM D5084	each	$ 350.00			
31	Suction Test (Filter Method)	ASTM D5298	each	$ 80.00			
32	Casagrande Type Piezometers	N/A	each	$ 325.00			
33	Casagrande Type Piezometers Installation	N/A	each	$ 420.00			
~~34~~	~~Miscellaneous Testing~~	~~N/A~~	~~each~~	~~$ 55.00~~			
35	Vertical Inclinometer	N/A	each	$ 400.00			
36	Vertical Inclinometer Installation	N/A	each	$ 700.00			
37	Vibrating Wire Piezometer	N/A	each	$ 760.00			
38	Vibrating Wire Piezometer Installation	N/A	each	$ 800.00			
39	Soil Boring with SPT	ASTM D1586	LF	$ 32.00			
	Laboratory Test	Test Method					
	Soils & Base Testing						
40	Sampling	Tex-400-A	hour	$ 55.00			
41	Sample Preparation	Tex-101-E	each	$ 53.00			
42	Determining Slaking Time	Tex-102-E	each	$ 50.00			
43	Moisture Content	Tex-103-E	each	$ 13.00			
44	Atterburg Limits	Tex-104,105&106-E	Set of 3	$ 75.00			
45	Linear Bar Shrinkage (per bar)	Tex-107-E	each	$ 61.84			
46	Determining the Specific Gravity of Soils	Tex-108-E	each	$ 65.00			
47	Sieve Analysis	Tex-110-E, Part I	each	$ 68.00			
48	Sieve Analysis (Hydrometer with Tex-108-E)	Tex-110-E, Part II	each	$ 78.00			
49	Hydrometer with Tex-108-E (in conjunctin with Tex-110-E, Part II)	Tex-108-E	each	$ 56.00			
50	Percent Passing No. 200 Sieve	Tex-111-E	each	$ 65.00			
51	Determining the Amount of Material in Solis Finer than the 75 mi	Tex-111-E	each	$ 49.00			
52	Admixing Lime to Reduce Plasticity Index of Soils	Tex-112-E	each	$ 110.00			
53	Moisture-Density Relationship	Tex-113-E	each	$ 240.00			
54	Moisture-Density Relationship	Tex-114-E	each	$ 215.00			
55	Field Density Measurements	Tex-115-E	hour	$ 50.00			
56	Wet Ball Mill Test	Tex-116-E	each	$ 230.00			
57	Texas Triaxial Compression [6]	Tex-117-E, Part I	each	$ 425.00			
58	Texas Triaxial Compression [6]	Tex-117-E, Part II	each	$ 1,050.00			
59	Quality Assurance (QA) Series for Flexible Base [7] [8]	See Foot Notes	each	$ 1,800.00			
60	Soil- Cement Testing [7]	Tex-120-E, Part II	each	$ 400.00			
61	Soil- Lime Testing [7]	Tex-121-E, Part II	each	$ 410.00			
61.1	Soil-Lime Testing Determining Stabilization Ability of Lime by Soil pH	Tex-121-E, Part III	each	$ 400.00			
62	Determining the Drainage Factor of Soil Materials (Not Field Test)	Tex-123-E ++	each	$ 70.00			
63	Determining Modulus of Sub-grade Recaction (K Value) (Not Field Test)	Tex-125-E ++	each	$ 110.00			
64	Molding, Testing, and Evaluation Bituminous Black Base Materials	Tex-126-E ++	each	$ 1,490.00			
65	Lime-Fly Ash Compression [7]	Tex-127-E	each	$ 750.00			
66	Soil pH	Tex-128-E	each	$ 45.00			
67	Resistivity of Soils	Tex-129-E	each	$ 100.00			
68	Slurry Testing	Tex-130-E	each	$ 97.00			
69	Texas Cone Penetration	Tex-132-E	each	$ 32.00			
70	Freezing and Thawing Tests oc Compacted Soil-Cement Mixture	Tex-135-E	each	$ 240.00			
71	Thickness of Pavement Layers (4 hour minimum)	Tex-140-E	hour	$ 53.00			
72	Manual Procedure for Description and Identification of Soils	Tex-141-E	each	$ 46.00			
73	Laboratory Classification os Soils for Engineering Purposes	Tex-142-E	each	$ 50.00			
74	Sulfate Content in Soils	Tex-145-E	each	$ 68.33			
75	Conductivity Test for Field Detection of Sulfates in Soil	Tex-146-E	each	$ 65.00			
75.1	Organic Content Using UV-VIS Method	Tex-148-E	each	$ 85.00			
76	Determining Cholride and Sulfate Contents in Soils	Tex-620-J	each	$ 80.00			
77	Free Swell Test	EM1110-2-1906	each	$ 155.00			
78	Pressure Swell Test	EM1110-2-1906	each	$ 255.00			
79	One-Dimensional Swell	ASTM D4546	each	$ 250.00			
80	One-Dimensional Swell (Method B Only)	ASTM D4546	each	$ 275.00			
81	Potential Vertical Rise Calculation	Tex-124-E	each	$ 68.00			
82	Volumetric Shrinkage	ASTM D4943	each	$ 95.00			

~~83~~	~~Volumetric Shrinkage~~	~~ASTM D427~~	~~each~~	~~$ 57.93~~			
84	Unconfined Compression Test (Soil)	ASTM D2166	each	$ 62.00			
85	Unconfined Compression Test (Rock)	ASTM D2938	each	$ 76.00			
86	Unconfined Compression Test (Rock) (Method D)	ASTM D7012	each	$ 57.25			
	Unconsolidated Undrained (UU) Triaxial Compression Test						
87	1. Set of Three	Tex-118-E	set	$ 275.00			
88	2. Multistage	Tex-118-E	each	$ 250.00			
	Consolidated Undrained (CU) Triaxial Compression Test						
89	1. Set of Three	Tex-131-E or ASTM D4767	set	$ 1,220.00			
90	2. Multistage	Tex-131-E or ASTM D4767	each	$ 1,040.00			
	Consolidated Drained (CD) Triaxial Compression Test						
91	1. Set of Three	Tex-131-E or ASTM D4767	set	$ 860.00			
92	2. Multistage	Tex-131-E or ASTM D4767	each	$ 820.00			
93	Direct Shear Consolidated Drained (CD), sand	ASTM D3080	set of 3	$ 475.00			
94	Direct Shear Consolidated Drained (CD), clay	ASTM D3080	set of 3	$ 650.00			
95	One-Dimensional Consolidation Test (7 load increments)	ASTM D2435	each	$ 589.80			
96	Resilient Modulus (fine-grained soils)	AASHTO T307	each	$ 950.00			
	Hot Mix Asphalt Testing						
97	Sieve Analysis of Fine and Coarse Aggregates	Tex-200-F	each	$ 68.33			
98	Bulk Specific Gravity and Water Absorption of Aggregates	Tex-201-F	each	$ 76.00			
99	Apparent Specific Gravity of Material Finer Than 180 µm (No. 80) Sieve	Tex-202-F	each	$ 52.00			
100	Sand Equivalent Test	Tex-203-F	each	$ 78.00			
101	Labortory Method of Mixing Bituminous Mixtures	Tex-205-F	Set of 3	$ 105.00			
102	Compacting Specimens Using the Texas Gyratory Compactor (TG	Tex-206-F	Set of 3	$ 90.00			
103	Determining Bulk Specific Gravity of Compacted Bituminuous Mixtures	Tex-207-F (I)	each	$ 30.00			
104	Determining In-Place Density of Compacted Bituminuous Mixtures (Nuclear Method)	Tex-207-F (III)	each	$ 30.00			
105	Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (IV)	each	$ 82.00			
106	Segregation Profile	Tex-207-F (V)	each	$ 175.00			
107	Joint Density	Tex-207-F (VII)	each	$ 175.00			
108	Test of Stabilometer Value of Bituminous Mixtures	Tex-208-F	set of 3	$ 120.00			
109	Determining Asphalt Content of Bituminous Mixtures by Extraction	Tex-210-F	each	$ 147.81			
110	Recovery of Asphalt from Bituminou Mixtures by the Abson Pro	Tex-211-F	each	$ 218.00			
111	Determining Moisture Content of Bituminous Mixtures	Tex-212-F	each	$ 54.00			
112	Determining Hydrocarbon-Volatile Content of Bituminous Mixture	Tex-213-F	each	$ 110.00			
113	Determining Deleterious Material and Decantation Test for Coarse Aggregates	Tex-217-F	each	$ 78.84			
114	Indirect Tensile Strength Test	Tex-226-F	each	$ 475.00			
115	Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	each	$ 95.00			
116	Determining Asphalt Content of Bituminous Mixtures by the Nuclear	Tex-228-F	each	$ 60.00			
117	Combined HMAC Cold-Belt Sampling and Testing Procedure	Tex-229-F	each	$ 60.00			
118	Determining Draindown Characteristics in Bituminous Mixtures	Tex-235-F	each	$ 55.00			
119	Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex-236-F	each	$ 130.00			
120	Asphalt Release Agents	Tex-239-F	each	$ 75.00			
121	Superpave Gyratory Compacting of Test Specimens of Bituminous	Tex-241-F	each	$ 130.00			
122	Hamburg Wheel Tracker	Tex-242-F	each	$ 236.51			
123	Tack Coat Adhesion	Tex-243-F	each	$ 104.09			
124	Thremal Profile	Tex-244-F	each	$ 126.14			
125	Cantabro Loss	Tex-245-F	each	$ 190.00			
126	Permeability or Water Flow of Hot Mix Asphalt	Tex-246-F	each	$ 68.00			
127	Overlay Test	Tex-248-F	set of 3	$ 675.00			
128	Flat and Elongated Particles	Tex-280-F	each	$ 58.29			
129	Sampling Bituminous Materials, Pre-Molded Joint Fillers, and Joint	Tex-500-C	each	$ 60.00			
130	Asphalt Binder Water in Petroleum	501-C AASHTO	each	$ 93.00			
131	Penetration of Bituminous Materials	502-C AASHTO	each	$ 75.00			
132	Ductility of Asphalt Materials	503-C AASHTO	each	$ 110.00			
133	Flash and Fire Points by Cleveland Open Cup	504-C AASHTO	each	$ 60.00			
134	Softening Point of Bitumen (Riing and Ball Apparatus	505-C AASHTO	each	$ 90.00			
135	Solubility of Bituminous Materials	507-C AASHTO	each	$ 100.00			
136	Specific Gravity	508-C AASHTO	each	$ 70.00			
137	Spot Test of Asphaltic Materials	509-C AASHTO	each	$ 155.00			
138	Effect of Heat and Air on Asphalt Materials (Thin-Film Oven Test)	510-C AASHTO	each	$ 63.00			
139	Flash Point with Tag Open-Cup Apparatus for Use with Material H	512-C AASHTO	each	$ 68.00			
140	Saybolt Viscosity	513-C AASHTO	each	$ 75.00			
141	Cutback Asphalts - Specific Gravity, API Gravity, or Density of Cutback Asphalts by Hdyrometer Method; Emulsified Asphalts - Weight per Gallon of Emulsified Asphalt	Tex-514-C ASTM D3142 ASTM D244	each	$ 130.00			
142	Distillation of Cutback Asphalt Products	515-C AASHTO	each	$ 170.00			
143	Float Test for Bituminous Materials	519-C AASHTO	each	$ 70.00			
144	Standard Test Method for Emulsified Asphalts	521-C AASHTO	each	$ 190.00			
145	Viscosity of Asphalts by Vacuum Capillary Viscometer	528-C AASHTO	each	$ 35.00			
146	Kinematic Viscosity of Asphalts (Bitumens)	529-C AASHTO	each	$ 75.00			
147	Boil Test (Effect of Water on Paving Mix)	Tex-530/531-C	each	$ 130.00			
148	Field Coring - ACP Thickness	ASTM D3549	each	$ 100.00			
149	Pavement Thickness Determin. (Full Depth)	ASTM D3549	each	$ 130.00			
150	Determining Polymer Additive Percentages in Polymer Modified	Tex-533-C	each	$ 60.00			
151	Calculating Viscosity from Penetration	Tex-535-C	each	$ 75.00			
152	Elastic Recovery of Tensile Deformation Using a Ductilometer	Tex-539-C	each	$ 65.00			
153	Measurement of Polymer Separation on Heating in Modified Asphalat	Tex-540-C	each	$ 95.00			
154	Rolling Thin Film Oven Test for Asphalt Binders	541-C ASSHTO	each	$ 110.00			
155	Flexural Creep Stiffness Using the Bending Beam Rheometer	AASHTO T313	each	$ 200.00			
156	Determining Rheological Properties of Asphalt Binder Using a Dy	AASHTO T315	each	$ 120.00			
157	Determining Breaking Index for Asphalt Emulsions	Tex-542-C	each	$ 215.00			
158	Resilience Test for Sealants and Repair Materials	Tex-547-C	each	$ 250.00			
159	Tensile Strain to Failure	Tex-548-C	each	$ 60.00			
160	Cone Flow Test	Tex-549-C	each	$ 55.00			
161	Flexibility Test for Sealants and Repair Materials	Tex-550-C	each	$ 250.00			
162	Settlement of Sealants and Repair Materials	Tex-551-C	each	$ 88.00			
	Concrete & Aggregate Testing						
163	Sieve Analysis for Conc. Agg	Tex-401-A	each	$ 73.58			
164	Fineness Modulus for Conc. Agg	Tex-402-A	each	$ 18.00			
165	SSD Specific Gravity / Absorption Conc. Agg	Tex-403-A	each	$ 78.00			
166	Unit Weight of Conc. Agg	Tex-404-A	each	$ 40.00			
167	Determining Pecent Voids and Solids in Concrete	Tex-405-A	each	$ 65.00			
168	Decantation for Conc. Agg	Tex-406-A	each	$ 54.00			
169	Organic Impurities for Conc. Agg	Tex-408-A	each	$ 52.00			
170	Free Moisture and Water Absorption in Aggregate for Concrete	Tex-409-A	each	$ 65.00			
171	L.A. Abrasion	Tex-410-A	each	$ 400.00			
172	5 Cycle Magnesium Soundness	Tex-411-A	each	$ 450.00			
173	Deleterious Material for Conc. Agg	Tex-413-A	each	$ 60.00			
174	Air Content of Fresh Concrete by Volumeteric	Tex-414-A	each	$ 30.00			
175	Slump of Fresh Concrete	Tex-415-A	each	$ 23.00			
176	Air Content of Fresh Concrete by Pressure	Tex-416-A	each	$ 26.28			
177	Unit Weight, Yield and Air Content (Gravimetric) of Concrete	Tex-417-A	each	$ 35.00			
178	Comp. Strength of Cyl. Conc. Specimen	Tex-418-A	each	$ 15.00			
179	Measure Temp. of Fresh Conc.	Tex-422-A	each	$ 20.00			
180	Obtaining & Testing Drilled Conc. Cores	Tex-424-A	each	$ 250.00			
181	Absorption and Dry Bulk Specific Gravity of Lightweight Coarse	Tex-433-A	each	$ 95.00			
182	Test Flow of Grout Mixtures (Flow Cone Method)	Tex-437-A	each	$ 65.00			
183	Accelerated Polish Test for Coarse Aggregate	Tex-438-A	each	$ 675.00			

184	Det. Comp. Strength of Grouts	Tex-442-A	each	$ 18.00			
185	Making & Curing Conc. Test Specimen	Tex-447-A	each	$ 14.00			
186	Flexural Strength of Concrete Using Simple Beam Third-Point Load	Tex-448-A	each	$ 40.00			
187	Capping Cyl. Conc. Specimen	Tex-450-A	each	$ 14.00			
188	Degradation of Coarse Aggregate by Micro-Devel Abrasion	Tex-461-A	each	$ 266.50			
189	Uniformity of Concrete	Tex-472-A	each	$ 110.00			
	Additional Testing	Test Method	Unit				
190	Geogrid Testing	Tex-621-J	each	$ 740.00			
191	Water Quality Testing	Tex-619-J	each	$ 150.00			
192	Lime Testing	Tex-600-J	each	$ 300.00			
193	Operating Inertial Profilers and Evaluating Pavement Profiles	Tex-1001-S	each	$ 1,750.00			
194	Vane Shear Testing	ASTM D2573	each	$ 300.00			
	Miscellaneous Testing	Test Method	Unit				
~~195~~	~~Structural Field Welding~~	~~NA~~	~~hour~~	$ 150.00			
	~~Equipment & Supplies for MT & UT~~		~~day~~	$ 150.00			
	Other Direct Expenses		Unit				
	Photocopies B/W (8 1/2" X 11")		each	$ 0.15			
	Photocopies B/W (11" X 17")		each	$ 0.23			
	Photocopies Color (8 1/2" X 11")		each	$ 0.82			
	Photocopies Color (11" X 17")		each	$ 1.41			
	Digital Ortho Plotting		sheet	$ 2.43			
	CADD Plotting		linear foot	$ 1.00			
	Plots (B/W on Bond)		linear foot	$ 0.91			
	Plots (Color on Bond)		linear foot	$ 1.75			
	Plots (Color on Photgraphic Paper)		linear foot	$ 2.72			
	Reproduction of CD/DVD		each	$ 5.00			

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

ATTACHMENT E-1
Final Cost Proposal Form

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

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

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

EXHIBIT D

ESTIMATED MAN-HOURS AND

TEST BREAKDOWN

EXHIBIT D

ESTIMATED MAN-HOURS AND TEST BREAKDOWN

Hidalgo County RMA 365 Tollway
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 proposer compaction as required by project plans and specifications.

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Liquid Limit		Tex-104-E	PI>15 ~ Every 5,000 CY	included with PI	Each			
Plasticity Index		Tex-106-E	PI>15 ~ Every 5,000 CY		Each	127	$75.00	$9,525.00
Gradation		Tex-110-E	Every 10,000 CY		Each	64	$68.00	$4,352.00
Moisture/Density		Tex-114-E	One per Each Material		Each	5	$215.00	$1,075.00
In-Place Density		Tex-115-E	Every 5,000 CY or 6,000 Linear Feet (Min. 1 per Lift)		Each	127	$50.00	$6,350.00
Tech Time (Soils)				PI,Gr,MD & FD	Hour	822	$68.02	$55,912.44
# of Trips (Tech)				106 Trips (40 Miles RT)	Mile	4,240	$6.00	$25,440.00
**Admin/Clerical					Hour	244	$61.95	$15,115.80
							Item Subtotal	$117,770.24

Lime (ITEM 260)

- 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.

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Compliance of Lime (DMS 6350)		Tex-600-J	1 per 200 Tons		Each	5	$300.00	$1,500.00
							Item Subtotal	$1,500.00

Existing Material (Lime Treated) (ITEM 260)

- 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 proposer compaction as required by project plans and specifications.

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Pulverization Gradation		Tex-101-E (Part III)	Each 4,500 CY	Inc. to 5 - 1 per Leg (Job)	Each	7	$53.00	$371.00
Liquid Limit		Tex-104-E		included with PI	Each		$0.00	$0.00
Plasticity Index		Tex-106-E	Each 5,000 CY	Inc. to 5 - 1 per Leg (Job)	Each	6	$75.00	$450.00
Gradation		Tex-110-E	Each 5,000 CY	Inc. to 5 - 1 per Leg (Job)	Each	6	$68.00	$408.00
Moisture/Density		Tex-114-E	One per Each Material		Each	2	$215.00	$430.00
In-Place Density		Tex-115-E	Every 3,000 CY		Each	10	$50.00	$500.00
Tech Time (Soils)				PI,Gr,MD & FD	Hour	65	$68.02	$4,421.30
# of Trips (Tech)				15 Trips (40 Miles RT)	Mile	600	$6.00	$3,600.00
**Admin/Clerical					Hour	14	$61.95	$867.30
							Item Subtotal	$11,047.60

Flexible Base (Untreated - Stockpile Testing) (ITEM 247)

- 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.

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Liquid Limit		Tex-104-E		included with PI	Each		$0.00	$0.00
Plasticity Index		Tex-106-E	Each 5,000 CY		Each	2	$75.00	$150.00
Gradation		Tex-110-E	Each 5,000 CY		Each	2	$68.00	$136.00

Moisture/Density		Tex-113-E	Every 20,000 CY		Each	1	$240.00	$240.00
In-Place Density		Tex-115-E	Every 3,000 CY	Inc. to 10 - 2 per Leg (Job)	Each	10	$50.00	$500.00
Wet Ball Mill		Tex-116-E	Every 20,000 CY		Each	1	$230.00	$230.00
Triaxial		Tex-117-E	Every 20,000 CY		Each	1	$1,800.00	$1,800.00
Tech Time (Soils)				PI, MD & WB/Triax.	Hour	23	$68.02	$1,564.46
# of Trips (Tech)				10 Trip (40 Miles RT)	Mile	400	$6.00	$2,400.00
**Admin/Clerical					Hour	10	$61.95	$619.50
							Item Subtotal	$7,639.96

Hydraulic Cement Concrete Gatewell Structure & Foundation (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 a the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

		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	$54.00	$54.00
Sieve Analysis		Tex-401-A	Each 1,000 CY (ea source)	5 Sieve	Each	1	$73.58	$73.58
Deleterious Matl.		Tex-413-A	Each 20,000 CY(or source)		Each	1	$60.00	$60.00
Fine Aggr.				QA Test. (QC by Source)				
Sand Equivalent		Tex-203-F	Each 1,000 CY(ea source)		Each	1	$78.00	$78.00
Organic Imp.		Tex-408-A	One Per Project Per Source		Each	1	$52.00	$52.00
Sieve Analysis		Tex-401-A	Each 1,000 CY(ea source)		Each	1	$73.58	$73.58
Fineness Mod.		Tex-402-A	Each 1,000 CY(ea source)		Each	1	$18.00	$18.00
Deleterious Matl.		Tex-413-A	Each 20,000 CY(or source)		Each	1	$60.00	$60.00
Concrete								
*Strength		Tex-447-A & Tex-418-A	Each 60 CY(1 Sets = 5 Cyl.)		Each	40	$29.00	$1,160.00
Slump		Tex-415-A	One per Set		Each	8	$23.00	$184.00
Entrained Air		Tex-416-A	One per Set		Each	8	$26.28	$210.24
Temperature		Tex-422-A	One per Set		Each	8	$20.00	$160.00
Tech Time (Aggr)					Hour	16	$68.02	$1,088.32
Tech Time (Conc)					Hour	47	$68.02	$3,196.94
# of Trips (Tech)				22 Trips (40 Miles RT)	Mile	880	$6.00	$5,280.00
**Admin/Clerical					Hour	17	$61.95	$1,053.15
							Item Subtotal	$12,801.81

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 a the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Concrete								
*Strength		Tex-447-A & Tex-418-A	Each 180 CY(1 Set = 2 Cyl.)	Adjust Per Str & Placement	Each	24	$29.00	$696.00
								$0.00
Tech Time (Conc)					Hour	66	$68.02	$4,489.32
# of Trips (Tech)				18 Trips (40 Miles RT)	Mile	720	$6.00	$4,320.00
**Admin/Clerical					Hour	34	$61.95	$2,106.30
							Item Subtotal	$11,611.62

Batching for Hydrulic Cement Concrete (Class C) & Asphalt Concrete Pavement (ACP) - 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 as well a the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Concrete								
Tech Time (Conc)					Hour	24	$68.02	$1,632.48

# of Trips (Tech)				**8 Trip (40 Miles RT)**	**Mile**			
****Admin/Clerical**					**Hour**	**12**	**$61.95**	**$743.40**
							Item Subtotal	**$2,375.88**

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

~ 1 Set is defined as 2 Cylinders (7-day or 28-day)

~ All Structural Concrete requires a minimum 2 Sets per Test Location (5 Cyl.)

**** Project Administrative Fee is assessed on a per invoice basis and involves engineering review, evaluation, management and administration**

Summary

Sub-Total (CMT Items) =	**$164,747.11**
Engineering Lab Manager (112 hrs x 94.71 Hr.)	**$10,607.52**
Project Engineer (QA/QC of CMT) (56 hrs x 133.98 Hr.)	**$7,502.88**
Total :	**$182,857.51**
Contingency (Estimated at 10%)	**$18,285.751**
Constuction Materials Testing Total	**$201,143.26**

EXHIBIT F

WORK SCHEDULE

EXHIBIT F

WORK SCHEDULE

HCRMA Construction & Materials Testing Services
TOLL365 (SH 365)

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

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #:**01-M53-21-03** Assigned Goal: **6%** Prime Provider B2Z Engineering, LLC

Work Authorization (WA)#: **1** WA Amount: **$201,143.26** Date:_____
Supplemental Work Authorization (SWA) #:_____ to WA #:_____ SWA Amount: _____
Revised WA Amount: _____

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

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

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

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-44

APPROVAL OF WORK AUTHORIZATION 10 TO THE PROFESSIONAL SERVICE AGREEMENT WITH MELDEN & HUNT TO PROVIDE BOUNDARY SURVEY SERVICES FOR THE 365 TOLLWAY WETLAND CONSERVATION EASEMENT

THIS RESOLUTION is adopted this 28th day of September, 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on February 22, 2012 the Authority approved by Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, also authorized by Resolution 2012-04 the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on October 16, 2013 the Authority authorized by Resolution 2012-41 the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bride Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, on November 20, 2013 by Resolution 2013-53 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms (Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services) to establish a surveying pool for the project; and

WHEREAS, on June 18, 2014, by Resolution 2014-53 the Authority awarded professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and

Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, on June 18, 2014, the Authority approved by Resolution 2014-57 Work Authorization Number 1 to the Professional Service Agreement with Melden & Hunt to prepare 8 parcel plats and descriptions in the amount of $26,210.00; and

WHEREAS, on August 27, 2014 the Authority approved by Resolution 2014-83 Work Authorization Number 2 to the Professional Service Agreement with Melden & Hunt to provide select topography along the Donna Irrigation District Main Canal in the amount of $5,542.00;

WHEREAS, on September 27, 2014 the Authority approved by Resolution 2014-95 Amendment Number 1 to the Professional Service Agreement with Melden & Hunt to increase the maximum payable amount to provide select topography along the Donna Irrigation District Main Canal in the amount of $5,542.00.00 for a revised maximum payable amount of
$ 31,752.00; and

WHEREAS, on December 15, 2014, the Authority approved by Resolution 2014-120 Supplemental Number 1 to Work Authorization Number 1 to the Professional Service Agreement with Melden and Hunt to provide revised parcel platting for 6 existing tracts due to an adjustment of the roadway alignment to accommodate both ETT and the Donna Irrigation District as part of the International Bridge Trade Corridor Project in the amount of $4,842.00; and

WHEREAS, on December 15, 2014 the Authority approved by Resolution 2014-121 Amendment Number 2 to the Professional Service Agreement with Melden & Hunt to increase the maximum payable amount for Supplemental Number 1 Work Authorization Number 1 in the amount of $4,842.00 for a revised maximum payable amount of $36,594.00; and

WHEREAS, on January 26, 2016 the Authority approved by Resolution 2016-01 Work Authorization 3 to the Professional Service Agreement with Melden & Hunt to provide metes & bounds for parcel 267 in the amount of $4,968.00; and

WHEREAS, on January 26, 2016 the Authority approved by Resolution 2016-02 Work Authorization 4 to the Professional Service Agreement with Melden & Hunt for Banco 141 Survey as part of the State Highway 365 in the amount of $32,991.00; and

WHEREAS, on January 26, 2016 the Authority approved by Resolution 2016-03 Amendment Number 3 to the Professional Service Agreement with Melden & Hunt to increase the maximum payable amount for Work Authorizations Number 3 & 4 in the amount of $37,959.00; and

WHEREAS, on February 23, 2016 the Authority approved by Resolution 2016-27 Work Authorization 5 to the Professional Service Agreement with Melden & Hunt to provide parcel sketches for Irrigation Easements for the ETT for the Cross Valley Project as part of the of the International Bridge Trade Corridor in the amount of $4,476.50; and

WHEREAS, on February 23, 2016 the Authority approved by Resolution 2016-28 Work Authorization 6 to the Professional Service Agreement with Melden & Hunt to revise parcel 48 into parcel 48A & 48B in the amount of $3,718.50; and

WHEREAS, on February 23, 2016, the Authority approved Resolution 2016-29 Contract Amendment 4 to the Professional Service Agreement with Melden & Hunt to increase the maximum payable amount for Work Authorizations Number 5 & 6 in the amount of $8,195.00; and

WHEREAS, on March 22, 2016 , the Authority approved Resolution 2016-45 Work Authorization 7 to the Professional Service Agreement with Melden & Hunt to revise Parcel 60P3 in the amount of $1,692.00; and

WHEREAS, on March 22, 2016 , the Authority approved Resolution 2016-46 Work Authorization 8 to the Professional Service Agreement with Melden & Hunt to revise Parcel 18 & 48 in the amount of $7,172.50; and

WHEREAS, on March 22, 2016, the Authority approved Resolution 2016-47 Contract Amendment 5 to the Professional Service Agreement with Melden & Hunt to increase the maximum payable amount for Work Authorizations Number 7 & 8 in the amount of $7,172.50 for a revised maximum payable amount of $89,920.50; and

WHEREAS, on February 28, 2016, the Authority approved Resolution 2017-17 Work Authorization 9 to the Professional Service Agreement with Melden & Hunt for surveying of parcels 60 P3-A and 60 P3-B for the 365 Tollway Project in the amount of $1,070.00; and

WHEREAS, on February 28, 2016, the Authority approved Resolution 2017-18 Contract Amendment 6 to the Professional Service Agreement with Melden & Hunt to increase the maximum payable amount for Work Authorizations Number 9 in the amount of $1,070.00 for a revised maximum payable amount of $90,990.50; and

WHEREAS, on June 26, 2018, the Authority approved Resolution 2018-31 Contract Amendment Number 7 to the Professional Service Agreement with Melden & Hunt for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, the Authority determined it necessary to approve Resolution 2021-44 - Work Authorization 10 to the Professional Service Agreement with Melden & Hunt to provide boundary survey services for the 365 Tollway Wetland Conservation Easement in the amount of $2,105.00.

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

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

Section 2. The Board hereby approves Work Authorization 10 to the Professional Service Agreements with Melden & Hunt to provide boundary survey services for the 365 Tollway Project Wetland Conservation Easement, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Work Authorization 10 to the Professional Services Agreement for Surveying Services with Melden & Hunt as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 28th day of September, 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Work Authorization No. 10
to
Professional Service Agreements
with
Melden & Hunt
for
Surveying Services

ATTACHMENT D-1

WORK AUTHORIZATION NO. 10
AGREEMENT FOR SURVEYING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Surveying Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Melden & Hunt, Inc. (the Surveyor).

PART I. The Surveyor will perform surveying 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 Surveyor 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 $2,105.00 and the method of payment is **Lump Sum**, as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Surveyor'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 Surveyor 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 December 31, 2021, 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 Surveying Services for INTERNATIONAL BRIDGE TRADE CORRIDOR (IBTC) Segment 0010 project from the Interchange with 365 Tollway (formerly SH 365) to I-2 and from the Valleyview Interchange to FM 493.

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

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Robert Tamez	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
Vice-President	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

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

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

Project Map.

ROW Map – ROW widths, other land, ownership, survey information.

Ownership information of adjacent tracts.

Intersecting ROW information, documentation, construction plans of existing utilities if available.

Construction plans of existing facilities if available.

Intended use of the survey and required form of deliverables, files required, etc.

Accuracy required and method of display.

Horizontal and vertical datum upon where the survey should be based (if varies from TxDOT).

Research on subject tracts/parcel ownership aerial photographs.

Title Report for Parent\Ownership Tracts within Project.

Boundary Survey, (data files) of Original Survey Lines Subdivisions, and Parent Tracts within Project. Includes found monumentation.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

Survey Scope of Work: Conservation Easement Parcel No. 1 (CE1)

Perform a boundary survey to divide Banco No. 141. Boundary Survey will be provided for the new Parcel.

4.1 Coordination, Admin., Research and Abstracting Tasks

4.1.2 Research Deeds, Maps, and other survey records and Abstract adequate property data and information to support the preparation of a Digital "Working Sketch", or "Deed Draft Record Sketch", to support the determination of the location and the reconstruction of intended boundaries of the land tracts to be field surveyed.

4.1.5 Prepare digital "Working Sketch", or "Deed Draft Record Sketch".

4.2 Field Work Tasks

4.2.1 Locate, recover, and retrace all corners and survey lines of the Land Tracts through which the proposed project route or corridor will pass.

4.2.2 The surveyor will begin by locating or retracing as many corners of the original grants as required to construct the boundaries of the Land Tracts included in the project for future takings.

4.3 Office Work/Delivery Preparation Tasks

4.3.1 Perform final boundary analysis and boundary reconstruction decisions of survey lines for the lands included in the project for future takings in accordance to all Texas Board of Professional Land Surveying rules, standards, and policies.

4.3.2 Prepare and deliver a completed digital Boundary Survey and metes and bounds. This boundary survey will depict all survey evidence recovered in the survey. The surveyor will prepare a boundary survey showing the corners recovered, the courses, and distances of the boundaries. The boundary survey will include all easements, severances, or other exceptions that the "Abstracts of Title" or "Title Reports" yield.

EXHIBIT C
WORK SCHEDULE

Delivery of finished parcel within 14 days of Notice To Proceed (NTP).

Prime: Melden & Hunt, Inc.
Survey Services for the HCRMA
Work Authorization No. 10
Schedule Duration: 14 days from NTP

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Work Authorization No. 10
Surveying Services
LIMITS: Interchange with 365 Tollway (formerly SH 365) to I-2 and from the ValleyView interchange to FM 493: Parcel CE1

SURVEY SERVICES DESCRIPTION	Principal / Sr. Manager / Senior survey Manager	Project Surveyor (RPLS)	Senior Survey Tech / SIT	Survey Technician	CADD Operator	Clerical / Admin.	Abstractor	1-Person Survey Crew	2-Person Survey Crew	3-Person Survey Crew	4-Person Survey Crew	Total Labor Hrs.	Remarks	Task Cost
Coordination, Admin, Research and Abstracting	1											1		$ 200.00
Field Work	1								8			9		$ 1,240.00
Office Work / Delivery Preparation	1		3	2								6		$ 665.00
Subtotal	**3**	**0**	**3**	**2**	**0**	**0**	**0**	**0**	**8**	**0**	**0**	**16**		**$ 2,105.00**
Parcel CE1 (Concervation Easement 1)														
Research												0		$ -
Field Work												0		$ -
CAD Work												0		$ -
Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**$ -**
Total Manhours by Classification	**3**	**0**	**3**	**2**	**0**	**0**	**0**	**0**	**8**	**0**	**0**	**16**		
Contract Hourly Rate by Classification	$ 200.00	$ 150.00	$ 105.00	$ 75.00	$ 65.00	$ 50.00	$ 65.00	$ 80.00	$ 130.00	$ 168.00	$ 198.00			
Total Fee by Classification	$ 600.00	$ -	$ 315.00	$ 150.00	$ -	$ -	$ -	$ -	$ 1,040.00	$ -	$ -	$ 2,105.00		
													CHECK (MHRs):	
% Utilization by Over 6 months	**0.29%**	**0.00%**	**0.29%**	**0.19%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.77%**	**0.00%**	**0.00%**		**16**	
% of Total Labor Hours	**18.75%**	**0.00%**	**18.75%**	**12.50%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**50.00%**	**0.00%**	**0.00%**	**100.00%**	**CHECK (LABOR):**	
% of Total Labor Cost	**28.50%**	**0.00%**	**14.96%**	**7.13%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**49.41%**	**0.00%**	**0.00%**	**100.00%**	**$ 2,105.00**	
TOTAL DIRECT LABOR COST														**$ 2,105.00**
DIRECT EXPENSES	**Rate**	**Unit**	**Amount**	**Total**										
Mileage	$ 0.56	Mile	0	$ -									**$ -**	
Photocopies	$ 0.10	Sheet	0	$ -									**$ -**	
Blueline/Blackline Prints	$ 2.00	Sheet	0	$ -									**$ -**	
Deed/Copies	$ 1.00	Sheet	0	$ -									**$ -**	
Certified Deed Copies	$ 2.00	Sheet	0	$ -									**$ -**	
Mylar (11x17)	$ 3.00	Sheet	0	$ -									**$ -**	
Mylar (22x34)	$ 6.00	Sheet	0	$ -									**$ -**	
TOTAL DIRECT EXPENSES				$ -										**$ -**
SPECIAL SERVICES FEE (SUBCONSULTANTS)														**DBE Participation 0.00%**
Name	**Task(s) Summary**													
TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)														**$ -**
GRAND TOTAL														**$ 2,105.00**

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: 02-S17-14-01 Assigned Goal: 0.0% Prime Provider Melden & Hunt, Inc.

Work Authorization (WA)#: 10 WA Amount: **$2,105.00** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Survey	**$2,105.00**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

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

Provider Name: Melden & Hunt, Inc. **Address: 115 W McIntyre** **Edinburg, Tx 78539** **VID Number: 17417379595** **PH: (956) 381-0981; FX: (956) 381-1839** **Email: robert@meldenandhunt.com**	**Name:** Robert Tamez ***(Please Print)*** **Title:** Vice-President _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH:** **FX:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH:** **FX:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-45

APPROVAL OF CONTRACT AMENDMENT 8 TO THE PROFESSIONAL SERVICE AGREEMENT WITH MELDEN & HUNT TO INCREASE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION 10

THIS RESOLUTION is adopted this 28th day of September, 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on February 22, 2012 the Authority approved by Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, also authorized by Resolution 2012-04 the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on October 16, 2013 the Authority authorized by Resolution 2012-41 the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bride Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, on November 20, 2013 by Resolution 2013-53 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms (Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services) to establish a surveying pool for the project; and

WHEREAS, on June 18, 2014, by Resolution 2014-53 the Authority awarded professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and

Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, on June 18, 2014, the Authority approved by Resolution 2014-57 Work Authorization Number 1 to the Professional Service Agreement with Melden & Hunt to prepare 8 parcel plats and descriptions in the amount of $26,210.00; and

WHEREAS, on August 27, 2014 the Authority approved by Resolution 2014-83 Work Authorization Number 2 to the Professional Service Agreement with Melden & Hunt to provide select topography along the Donna Irrigation District Main Canal in the amount of $5,542.00;

WHEREAS, on September 27, 2014 the Authority approved by Resolution 2014-95 Amendment Number 1 to the Professional Service Agreement with Melden & Hunt to increase the maximum payable amount to provide select topography along the Donna Irrigation District Main Canal in the amount of $5,542.00.00 for a revised maximum payable amount of
$ 31,752.00; and

WHEREAS, on December 15, 2014, the Authority approved by Resolution 2014-120 Supplemental Number 1 to Work Authorization Number 1 to the Professional Service Agreement with Melden and Hunt to provide revised parcel platting for 6 existing tracts due to an adjustment of the roadway alignment to accommodate both ETT and the Donna Irrigation District as part of the International Bridge Trade Corridor Project in the amount of $4,842.00; and

WHEREAS, on December 15, 2014 the Authority approved by Resolution 2014-121 Amendment Number 2 to the Professional Service Agreement with Melden & Hunt to increase the maximum payable amount for Supplemental Number 1 Work Authorization Number 1 in the amount of $4,842.00 for a revised maximum payable amount of $36,594.00; and

WHEREAS, on January 26, 2016 the Authority approved by Resolution 2016-01 Work Authorization 3 to the Professional Service Agreement with Melden & Hunt to provide metes & bounds for parcel 267 in the amount of $4,968.00; and

WHEREAS, on January 26, 2016 the Authority approved by Resolution 2016-02 Work Authorization 4 to the Professional Service Agreement with Melden & Hunt for Banco 141 Survey as part of the State Highway 365 in the amount of $32,991.00; and

WHEREAS, on January 26, 2016 the Authority approved by Resolution 2016-03 Amendment Number 3 to the Professional Service Agreement with Melden & Hunt to increase the maximum payable amount for Work Authorizations Number 3 & 4 in the amount of $37,959.00; and

WHEREAS, on February 23, 2016 the Authority approved by Resolution 2016-27 Work Authorization 5 to the Professional Service Agreement with Melden & Hunt to provide parcel sketches for Irrigation Easements for the ETT for the Cross Valley Project as part of the of the International Bridge Trade Corridor in the amount of $4,476.50; and

WHEREAS, on February 23, 2016 the Authority approved by Resolution 2016-28 Work Authorization 6 to the Professional Service Agreement with Melden & Hunt to revise parcel 48 into parcel 48A & 48B in the amount of $3,718.50; and

WHEREAS, on February 23, 2016, the Authority approved Resolution 2016-29 Contract Amendment 4 to the Professional Service Agreement with Melden & Hunt to increase the maximum payable amount for Work Authorizations Number 5 & 6 in the amount of $8,195.00; and

WHEREAS, on March 22, 2016 , the Authority approved Resolution 2016-45 Work Authorization 7 to the Professional Service Agreement with Melden & Hunt to revise Parcel 60P3 in the amount of $1,692.00; and

WHEREAS, on March 22, 2016 , the Authority approved Resolution 2016-46 Work Authorization 8 to the Professional Service Agreement with Melden & Hunt to revise Parcel 18 & 48 in the amount of $7,172.50; and

WHEREAS, on March 22, 2016, the Authority approved Resolution 2016-47 Contract Amendment 5 to the Professional Service Agreement with Melden & Hunt to increase the maximum payable amount for Work Authorizations Number 7 & 8 in the amount of $7,172.50 for a revised maximum payable amount of $89,920.50; and

WHEREAS, on February 28, 2016, the Authority approved Resolution 2017-17 Work Authorization 9 to the Professional Service Agreement with Melden & Hunt for surveying of parcels 60 P3-A and 60 P3-B for the 365 Tollway Project in the amount of $1,070.00; and

WHEREAS, on February 28, 2016, the Authority approved Resolution 2017-18 Contract Amendment 6 to the Professional Service Agreement with Melden & Hunt to increase the maximum payable amount for Work Authorizations Number 9 in the amount of $1,070.00 for a revised maximum payable amount of $90,990.50; and

WHEREAS, on June 26, 2018, the Authority approved Resolution 2018-31 Contract Amendment Number 7 to the Professional Service Agreement with Melden & Hunt for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, the Authority determined it necessary to approve Resolution 2021-45 – Contract Amendment 8 to the Professional Service Agreement with Melden & Hunt to increase the maximum payable amount for Work Authorization 10 in the amount of $2,105.00.

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

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

Section 2. The Board hereby approves Contract Amendment 8 to the Professional Service Agreements with Melden & Hunt to increase maximum payable amount for Work Authorization 10 in the amount of $2,105.00, for a revised maximum payable amount of $93,095.50; hereto attached as Exhibit A.

ection 3. The Board authorizes the Executive Director to execute the Contract Amendment 8 to the Professional Services Agreement for Surveying Services with Melden & Hunt as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 28th day of September, 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Contract Amendment No. 8
to
Professional Service
Agreements with
Melden & Hunt
for
Surveying Services

SUPPLEMENTAL AGREEMENT NO. _8_
TO PROFESSIONAL SERVICES
AGREEMENT FOR SURVEYING SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 8 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Attachment A General Provisions Section 6 Supplemental Agreements 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 Melden & Hunt, Inc. (the Surveyor).

The following terms and conditions of the Agreement are hereby amended as follows:

Article II Agreement Period
This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2022.

Article III Compensation
Article III Compensation shall be amended to increase the amount payable under this contract from $90,990.50 to $93,095.50 for a total increase of $2,105.00 due to additional scope and effort outlined in Work Authorization No. 10.

This Supplemental Agreement No. 8 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

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

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
_____	Executive Director
(Title)	(Title)
_____	_____
(Date)	**(Date)**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2021-46

APPROVAL OF AWARD OF CONTRACT TO PULICE CONSTRUCTION, INC., FOR CONSTRUCTION OF THE 365 TOLL PROJECT FROM US281/MILITARY HIGHWAY TO FM396 (ANZALDUAS HIGHWAY)

THIS RESOLUTION is adopted this 19th day of October, 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

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

WHEREAS, the Texas Department of Transportation approved the Project's final design, contract letting and award procedures, and form of construction contract; and

WHEREAS, on August 8, 2021, August 11, 2021, August 15, 2021, August 18, 2021, August 22, 2021, and August 25, 2021 the Authority published a solicitation for Bid #2021-001 for the 365 Tollway Project (Segments 1 and 2), 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 2:27 p.m. on October 13, 2021, and the last bid was received at 2:51 pm on October 13, 2021; and

WHEREAS, at 3:05 p.m. on October 13, 2021, the Authority opened and read into the record three (3) formal sealed, electronic bids for the Project from: (i) Pulice Construction, Inc. , (ii) Webber, LLC., (iii) and Anderson Columbia Co., Inc., in amounts ranging from $295,932,420.25 to $340,409,415.64 for construction of the Project; and

WHEREAS, Pulice Construction, Inc. provided the lowest Project bid in the amount of $295,932,420.25; and

WHEREAS, pursuant to the Act the Board finds that awarding the construction contract to Pulice Construction, Inc. in the amount of $295,932,420.25 for construction of the Project is in the best interest 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 construction contract by and between Pulice Construction, Inc and the Authority for construction of the Project in the amount $295,932,420.25 in substantially final form as attached hereto as Exhibit A.

Section 3. The Board hereby approves the contract subject to approval of the low bidder from the Texas Department of Transportation, as provided for in Section IV.8(b) of the Project's Project Development, Operation and Maintenance Agreement.

Section 4. The Board hereby approves the contract provided that no Notice to Proceed ("NTP") shall be issued prior to (i) the issuance of toll revenue bonds providing adequate financing for the Project, including the construction contract, and (ii) concurrence of the NTP by the Board.

Section 5. Subject to Sections 3 and 4 above, the Board hereby authorizes the Executive Director to execute the construction contract with Pulice Construction, Inc.; provided, Pulice Construction, Inc shall not initiate any work for the Project prior to NTP.

Section 6. Upon execution of the construction contract with Pulice Construction, Inc and concurrence by the Texas Department of Transportation, the Executive Director shall initiate a post-award value engineering process in compliance with state and federal laws and guidelines, and with the consent of Pulice Construction, Inc, to identify function oriented techniques to improve the value of the Project or any component thereof, including improvement to schedule, operating costs, constructability, and risk mitigation. Nothing herein authorizes any changes to the Project resulting from such a process that alters any material assumption of the Project's environmental clearance.

*****

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 19th day of October, 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

CONSTUCTION CONTRACT

BETWEEN

PULICE CONSTRUCTION, INC.

AND

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

FOR

CONSTRUCTION OF

365 TOLLWAY PROJECT

365 TOLLWAY SEGMENTS 1 AND 2 (365 TOLL PROJECT)
CONTRACT NO. 0921-02-368

365 TOLL

****

PROPOSAL DOCUMENTS

2021

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A. PROPOSAL DOCUMENT CHECKLIST

Prior to submitting a proposal, prospective bidders should review the checklist below to ensure that the proposal is accepted and not declared nonresponsive.

YES	NO	PROPOSAL DOCUMENT:
☐	☒	Are you aware if your affiliates are bidding on the same project?
YES	**NO**	**PROPOSAL DOCUMENT PREPARATION:**
☒	☐	Is the proposal to be submitted an Official Proposal to a solicitation issued by Hidalgo County Regional Mobility Authority?
☒	☐	Are you submitting only one (1) proposal for this project?
☒	☐	Is the proposal signed by your company representative or each joint venture participant?
☒	☐	Have you entered amounts for all bid items?
☐	☒	If using a computer printout, has it been signed by your company representative or each joint venture participant?
☒	☐	Have you completed the Hidalgo County Regional Mobility Authority Attachments in Section F?
☒	☐	Have you acknowledged every addendum by signing the Receipt of Addenda form?
☒	☐	Does the proposal document (or computer printout) contain the proper number of bid items?
☐	☒	Does the proposal document contain any conditions not included in the proposal document provided to you?
☒	☐	Did you enter prices for all items?

YES	NO	BID BONDS:
☒	☐	Is the bid bond signed by the surety?
☐	☒	Is the bid bond signed by the company representative or each joint venture participant?
☒	☐	Is the exact name of the contractor(s) listed as the principal?
☒	☐	Is the impressed surety seal affixed to the bid bond?
☒	☐	Does the name on the surety seal match the name of the surety on the bond?
☒	☐	Is the bond dated on or earlier than the letting date of the project?
☒	☐	Is the signer for the surety listed on the power of attorney attached to the bond?
☒	☐	Is the surety authorized to issue the bond?
YES	**NO**	**BID GUARANTY CHECKS:**
☐	☒	Is the check a cashier's check, bank money order, or tellers check issued by a state or national bank, savings and loan association, or a state or federally chartered credit union?
☐	☒	Is the check dated on or before the letting date?
☐	☒	Is the check less than ninety (90) days old?
☐	☒	Is the check made payable to Hidalgo County Regional Mobility Authority?
☒	☐	Is the check for at least five percent (5%) percent of the Total Bid Amount
YES	**NO**	**PROPOSAL DOCUMENT SUBMISSION:**
☒	☐	Are you aware of the time and date deadline for submission of proposal?
☒	☐	Are you aware of the proper delivery location for the proposal document?
☒	☐	Are you submitting a complete proposal document?
☐	☒	Is the proposal submitted in a sealed envelope?

YES	NO	SIGNATURES:
☐	☒	If the Bidder is a joint venture, have all the members of the joint venture signed the following documents?
		Company Information (page B-4) and
		Proposal (Section D) and Notice to Bidders (Section E)
		Bidder Certificate (Attachment A)
		No Contact Certificate (Attachment B)
		Delinquent County Tax Questionnaire (Attachment C)
		Conflicts of Interest Questionnaire (Attachment D) and Additional Conflict of Interest Information (Attachment E)
		Debarment Certification (Attachment F)
		Drug Free Workplace Certification (Attachment G)
		Non-Discrimination Certification (Attachment H)
		Record Retention Certification (Attachment I)
		Disclosure of Lobbying and Certificate of Lobbying Activities (Section G)
		Non-Collusion Affidavit (Section I)
		Child Support Statement (Section J)
☐	☒	Have the following certificates been signed and included for all of the other team members?
		No Contact Certificate (Attachment B)
		Delinquent County Tax Questionnaire (Attachment C)
		Conflict of Interest Questionnaire (Attachment D)
		Conflicts Questionnaire (Attachment D) and Additional Conflict of Interest Information (Attachment E)
		Debarment Certification (Attachment F)
		Drug Free Workplace Certification (Attachment G)

		Non-Discrimination Certification (Attachment H)
		Lobbying Disclosure and Certifications (Section G)
YES	**NO**	**BIDDERS DBE UTILIZATION PLAN (SECTION K)**
		DBE Letter demonstrating utilization plan (Section K) to be submitted following bid opening date as outlined in that section
		TxDOT Form SMS.4901 – DBE Commitment Agreement
		TxDOT Form 4000 – Good Faith Effort for Federally Funded Projects (Pre-Award)

B. INVITATION TO BID

For the construction of the 365 Tollway, a tolled facility from FM 396 & GSA Connector to US 281 (Military Highway), which consists of: of grading, flexible base, lime treated subgrade, asphaltic concrete pavement, concrete pavement, signing and pavement markings, cross culverts, bridge structures, retaining walls, illumination and toll equipment.

Payment for the project will be made as defined in the specifications.

Signed / valid Proposals for the above project will be received electronically by Hidalgo County Regional Mobility Authority (HCRMA), Attn: Pilar Rodriguez, PE, 203 W. Newcombe Ave, Pharr, TX 78577, **until 3:00 P.M. C.S.T., Wednesday, October 13, 2021** via CivCAST. Bids will be opened and read aloud at the Large Conference room at the same location at 3:05 P.M. C.S.T. (as per Hidalgo County Regional Mobility Authority time clock) on deadline due date.

The work under this Contract shall be Substantially Complete within one thousand two hundred sixty four (1264) calendar days after the initial notice to proceed ("NTP"). The Contractor will be allowed up to an additional sixty (60) calendar days for Final Acceptance. The contract time includes the mobilization and materials procurement period. The complete list of estimated quantities is in the bid tab. The principal items of work are as follows:

- Excavation
- Embankment
- Flexible Base
- Lime Treat Subgrade
- Cement Treat Flexible Base
- Continually Reinforced Concrete Pavement (CRCP)
- Bridge Structures
- Retaining Walls
- Drainage
- Illumination
- Signage
- Signals
- Pavement Markers
- Irrigation
- Toll Equipment

To receive and subsequently submit Official Proposals for this Contract, prospective bidders shall, meet the following requirements:

- Be registered with the State of Texas.
- Be eligible to work on Federal Projects.
- Be prequalified by TxDOT to perform the work.

Hidalgo County Regional Mobility Authority cannot be held liable in the event a party is unable to submit a valid bid due to delay in the prequalification procedure. Securing prequalification and the timing thereof~~,~~ shall at all times be the sole responsibility of the Prospective Bidder.

- The contract will be awarded in accordance with Hidalgo County Regional Mobility Authority Procurement and Policy Procedures. A copy of the Procurement and Policy Procedures is available online at the Hidalgo County Regional Mobility Authority website at: http://www.hcrma.net/bids.html.

A Pre-bid Meeting will be held for this project on **Tuesday, August 31 at 9:00 A.M. C.S.T.**, at the McAllen Convention Center located 700 Convention Center, Room 102-ABC, McAllen, Texas 78505. The Pre-bid Meeting is **MANDATORY** and prospective bidders must attend in order to have their proposal opened. A DBE Conference will also be held for this project on that same date and in the same room at 11:00 A.M. C.S.T. This session is intended to allow DBE firms and companies the opportunity to meet and discuss potential teaming opportunities with prospective bidders. Although attendance at the DBE networking session is not a requirement for submitting a proposal, Hidalgo County Regional Mobility Authority strongly encourages participation.

Bids received after the above mentioned date and deadline will not be considered and will be returned unopened. The Hidalgo County Regional Mobility Authority Board of Directors reserves the right to accept or reject all or any part of any bid, hold all bids for up to one hundred twenty (120) days from the due date of receipt without action, waive minor technicalities, require statements or evidence of Bidder's qualifications, including financial statements, and award the bid which provides the best value to the HCRMA. Acceptance will be based on both low bid and qualification of Contractor. Award of bid shall be to the lowest responsible bidder.

Plans and proposals will be available from the HCRMA website at http://www.hcrma.net/bids.html.

At the time Bid Documents are obtained, Bidder must provide a working e-mail address, so as to receive any addenda or clarification issued by the HCRMA.

Standard Specifications (Texas Department of Transportation "Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges", 2014), which form an integral part of this Contract, are available online at the Texas Department of Transportation (TxDOT) website at www.txdot.gov.

This project complies with federal regulations and guidelines.

The Hidalgo County Regional Mobility Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations,

hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

PROPOSAL REQUIREMENTS

Each Proposal must be accompanied by a Bid Guaranty consisting of either a Bid Guaranty Check in the amount of at least five percent (5%) of the Total Bid Amount or a Bid Bond (on the form provided) in the amount of at least five percent (5%) of the Total Bid Amount. The Bid Guarantee Check must be a cashier's **check, money order, or teller's check issued by a state or national bank, savings and loan association, or a** state or federally chartered credit union and made payable to Hidalgo County Regional Mobility Authority. The Bid Guarantee Check must be dated on or before the letting date and must be less than ninety (90) days old. The Bid Guarantee Check will be sent to the Authority within one (1) business day of submittal of the bid proposal.

A six percent (6.0%) DBE goal is established for this project.

PUBLIC INFORMATION

The Hidalgo County Regional Mobility Authority considers all responses to this solicitation to be public information subject to the Texas Open Records Act. Any information considered proprietary by the Bidder must be clearly marked as such. If any marked information is requested to be released, it will be submitted to the Texas Attorney General for a determination.

JOINT VENTURES

In submitting a Proposal as a joint venture, the members of the joint venture agree that all obligations as outlined in (i) the solicitation documents and (ii) the Proposal are joint and several of each of the joint venture members. Joint ventures must provide the full names and addresses of all joint venture members and the equity ownership interests, if any, of each. Additional corporate information of entity members may be requested by the Authority. Prior to award, joint ventures must demonstrate a written agreement among the joint venture members (the "JV Agreement"). This JV Agreement must include a provision stating that in the event of a dispute between or among joint venture members (including partners or other owners), no joint venture member shall be entitled to stop, hinder, or delay work on the Project. Each member of the joint venture must independently execute the required forms and certifications in the solicitation, including:

- Company Information and Bid Signature (page B-5 and B-6, Proposal Attachment E, page

F-2)

- Bidder Certificate (Attachment A)
- No Contact Certificate (Attachment B)
- Delinquent County Tax Questionnaire (Attachment C)
- Conflicts of Interest Questionnaire (Attachment D)
- Debarment Certification (Attachment F)
- Drug Free Workplace Certification (Attachment G)
- Non-Discrimination Certification (Attachment H)
- Record Retention Certification (Attachment I)
- Disclosure of Lobbying Activities (pages G-1, G-2)
- Certificate of Lobbying Activities (page G-3)
- Non-Collusion Affidavit (pages I-1, I-2)
- Child Support Statement (pages J-1, J-2)

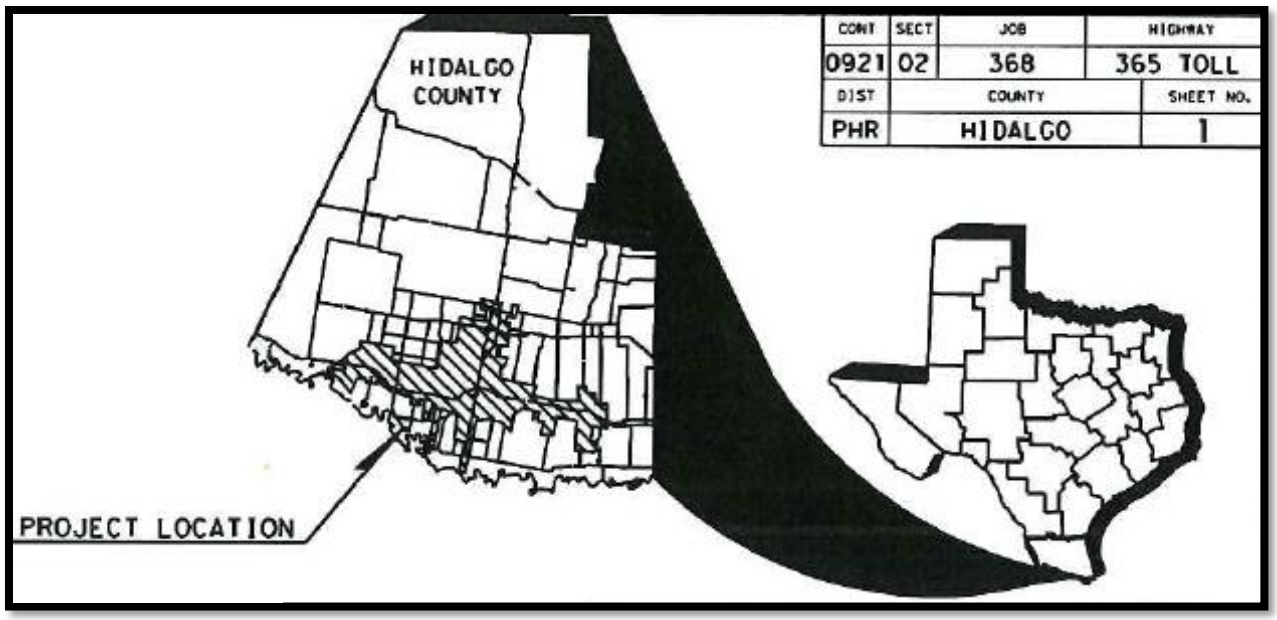
LOWEST QUALIFIED BIDDER

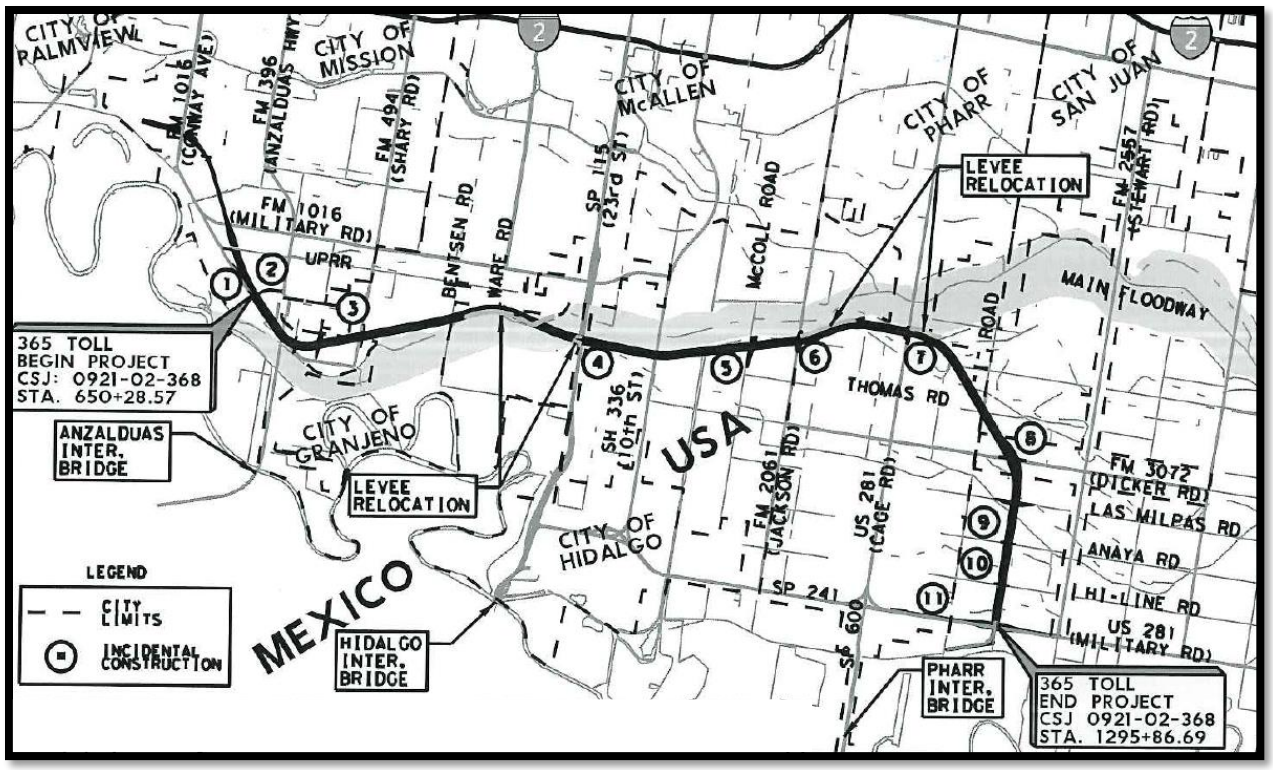
The HCRMA intends to award the contract to the lowest, qualified bidder. A bidder will be evaluated and deemed qualified on the six (6) criteria outlined below. Bidders should be ready to produce documentation to substantiate qualification if they are requested to do so after bid opening:

1. the bidder's ability, capacity, and skill to perform the contract or provide the service required;
2. the bidder's ability to perform the contract or provide the service promptly, or in the time required, without delay or interference;
3. the bidder's character, responsibility, integrity, reputation, and experience;
4. the quality of performance by the bidder of previous contracts or services;
5. the bidder's previous and existing compliance with laws relating to the contract or service; and
6. the sufficiency of the bidder's financial resources and ability to perform the contract or provide the service.

C. PROJECT INFORMATION

C-1 SITE LOCATION





C-2. PROJECT FUNDING AND SCHEDULE

This Project will be financed by bonds which will be issued after the construction contract is awarded and executed. There is no guarantee that the HCRMA will be able to secure bonds in the amount of the proposed Contract.

The Traffic and Revenue Report for this Project, the Rating Agency Proposal, and the Financial Advisor's Presentation are available on the HCRMA website.

NTP cannot be issued until the bond proceeds are available.

The schedule to NTP is estimated to be as follows:

Bids Submitted: 10/13/2021

Bids Opened: 10/13/2021

Bids Reviewed: 10/14/2021 to 10/17/2021

Conditional Award of Contract: 10/19/2021

(120 day guarantee of Bid Period begins)

Selected Contractor Submitted to TxDOT and FHWA for Concurrence: 10/20/2021

Bonds Issued: 12/14/2021

NTP: 01/2022

(no more than 160 days from Bid opening)

D. PROPOSAL

In the space provided below, please enter your total unit price Bid amount for this project. Only this figure will be read publicly by Hidalgo County Regional Mobility Authority at the public Bid opening.

It is understood and agreed by the Bidder in signing this proposal that the total Bid amount entered below is not binding on either the Bidder or Hidalgo County Regional Mobility Authority. It is further agreed that the official total Bid amount for this proposal will be determined by multiplying the unit Bid prices for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.

$ $295,932,420.25
Total Bid Amount

THIS FORM MUST BE RETURNED WITH YOUR BID

BID TOTALS

BASE BID	Total
Empty	$295,932,420.25
Total	$295,932,420.25

Empty

No.	Description	Unit	Qty	Unit Price	Ext Price
100-6002	PREPARING ROW	STATION	887.35	$24,000.00	$21,296,400.00
103-6001	DISPOSAL OF WATER WELLS	EACH	2	$3,228.72	$6,457.44
104-6001	REMOVING CONC (PAV)	SQUARE YARD	518	$6.32	$3,273.76
104-6003	REMOVING CONC (FLOORS)	SQUARE YARD	485	$10.00	$4,850.00
104-6009	REMOVING CONC (RIPRAP)	SQUARE YARD	2262	$5.91	$13,368.42
104-6011	REMOVING CONC (MEDIANS)	SQUARE YARD	11	$4.46	$49.06
104-6013	REMOVING CONC (FOUNDATIONS)	SQUARE YARD	3284	$8.08	$26,534.72
104-6015	REMOVING CONC (SIDEWALKS)	SQUARE YARD	131	$5.11	$669.41
104-6017	REMOVING CONC (DRIVEWAYS)	SQUARE YARD	99	$9.06	$896.94
104-6021	REMOVING CONC (CURB)	LINEAR FOOT	2125	$3.61	$7,671.25
104-6022	REMOVING CONC (CURB AND GUTTER)	LINEAR FOOT	1828	$4.88	$8,920.64
104-6026	REMOVE CONC (GUTTER)	LINEAR FOOT	174	$7.00	$1,218.00
106-6002	OBLITERATING ABANDONED ROAD	SQUARE YARD	75668	$1.25	$94,585.00
110-6001	EXCAVATION (ROADWAY)	CUBIC YARD	294036	$2.50	$735,090.00
110-6002	EXCAVATION (CHANNEL)	CUBIC YARD	68704	$3.50	$240,464.00

132-6005	EMBANKMENT (FINAL)(ORD COMP)(TY C)	CUBIC YARD	11286	$4.00	$45,144.00
132-6006	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CUBIC YARD	3952855	$5.00	$19,764,275.00
164-6036	DRILL SEEDING (PERM) (RURAL) (CLAY)	ACRE	336.46	$2,150.00	$723,389.00
164-6042	DRILL SEEDING (TEMP) (WARM)	ACRE	325.75	$725.00	$236,168.75
168-6001	VEGETATIVE WATERING	1000 GAL	49761	$38.75	$1,928,238.75
169-6004	SOIL RETENTION BLANKETS (CL 1) (TY D)	SQUARE YARD	383206	$1.35	$517,328.10
204-6003	SPRINKLING (DUST CONTROL)	1000 GAL	15123	$15.00	$226,845.00
247-6225	FL BS (RDWY DEL)(TY E GR 4)(FNAL POS)	CUBIC YARD	16380	$40.91	$670,105.80
251-6122	REWORK BS MTL (TY C)(9.5")(DENS CONT)	SQUARE YARD	620	$3.14	$1,946.80
260-6006	LIME TRT (EXST MATL) (6")	SQUARE YARD	167789	$1.25	$209,736.25
260-6011	LIME TRT (EXST MATL) (12")	SQUARE YARD	942799	$2.25	$2,121,297.75
260-6043	LIME (HYD, COM OR QK)(SLURRY)	TON	27938.4	$165.00	$4,609,836.00
260-6054	LIME TRT (NEW BASE)(10")	SQUARE YARD	39964	$3.00	$119,892.00
276-6057	CM TRT(PT MX)(CL L)(TYA)(GR1-2)(FN POS)	CUBIC YARD	147936	$95.00	$14,053,920.00
305-6016	SALV, HAUL & STKPL RCL APH PV (3")	SQUARE YARD	24588	$0.68	$16,719.84
310-6009	PRIME COAT (MC-30)	GALLON	220296	$3.93	$865,763.28
316-6004	ASPH (TIER I)	GALLON	17050	$3.93	$67,006.50
316-6126	AGGR(TY-PB GR-4 SAC-A)	CUBIC YARD	368	$113.50	$41,768.00
341-6039	D-GR HMA TY-D SAC-B PG64-22	TON	53222	$116.50	$6,200,363.00
341-6047	D-GR HMA TY-D SAC-A PG76-22	TON	9028	$127.50	$1,151,070.00
354-6051	PLANE ASPH CONC PAV (0" TO 1 1/2")	SQUARE YARD	7693	$0.75	$5,769.75

360-6004	CONC PVMT (CONT REINF - CRCP) (10")	SQUARE YARD	91398	$57.00	$5,209,686.00
360-6007	CONC PVMT (CONT REINF - CRCP) (13")	SQUARE YARD	551331	$64.00	$35,285,184.00
360-6014	CONC PVMT (CONT REINF - CRCP) (11.5")	SQUARE YARD	168057	$62.00	$10,419,534.00
360-9001	CONC PVMT (CONT REINF - CRCP)(13")SPL	SQUARE YARD	3890	$95.00	$369,550.00
400-6005	CEM STABIL BKFL	CUBIC YARD	4694.3	$50.00	$234,715.00
400-6006	CUT & RESTORING PAV	SQUARE YARD	929	$40.00	$37,160.00
400-6010	STRUCT EXCAV (SPECIAL)	CUBIC YARD	7682	$42.00	$322,644.00
400-6011	SAND BACKFILL	CUBIC YARD	16350	$23.00	$376,050.00
402-6001	TRENCH EXCAVATION PROTECTION	LINEAR FOOT	35396	$1.70	$60,173.20
409-6003	PRESTR CONC PIL (20 IN SQ)	LINEAR FOOT	6992	$119.63	$836,452.96
416-6001	DRILL SHAFT (18 IN)	LINEAR FOOT	1424	$155.41	$221,303.84
416-6003	DRILL SHAFT (30 IN)	LINEAR FOOT	160	$252.78	$40,444.80
416-6004	DRILL SHAFT (36 IN)	LINEAR FOOT	16997	$170.65	$2,900,538.05
416-6005	DRILL SHAFT (42 IN)	LINEAR FOOT	9092	$208.19	$1,892,863.48
416-6008	DRILL SHAFT (60 IN)	LINEAR FOOT	3148	$415.08	$1,306,671.84
416-6010	DRILL SHAFT (72 IN)	LINEAR FOOT	1882	$579.98	$1,091,522.36
416-6012	DRILL SHAFT (84 IN)	LINEAR FOOT	708	$665.00	$470,820.00
416-6016	DRILL SHAFT (SIGN MTS) (12 IN)	LINEAR FOOT	28	$79.97	$2,239.16
416-6018	DRILL SHAFT (SIGN MTS) (24 IN)	LINEAR FOOT	755	$143.94	$108,674.70

416-6020	DRILL SHAFT (SIGN MTS) (36 IN)	LINEAR FOOT	76	$496.34	$37,721.84
416-6021	DRILL SHAFT (SIGN MTS) (42 IN)	LINEAR FOOT	698	$653.22	$455,947.56
416-6022	DRILL SHAFT (SIGN MTS) (48 IN)	LINEAR FOOT	827	$726.21	$600,575.67
416-6023	DRILL SHAFT (SIGN MTS) (54 IN)	LINEAR FOOT	190	$815.25	$154,897.50
416-6026	DRILL SHAFT (HIGH MAST POLE) (60 IN)	LINEAR FOOT	495	$820.45	$406,122.75
416-6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LINEAR FOOT	1320	$233.35	$308,022.00
416-6030	DRILL SHAFT (TRF SIG POLE) (24 IN)	LINEAR FOOT	34.2	$208.37	$7,126.25
416-6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LINEAR FOOT	522.2	$538.05	$280,969.71
416-6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LINEAR FOOT	154	$784.61	$120,829.94
420-6013	CL C CONC (ABUT)	CUBIC YARD	1602.4	$658.00	$1,054,379.20
420-6025	CL C CONC (BENT)	CUBIC YARD	36.4	$833.10	$30,324.84
420-6029	CL C CONC (CAP)	CUBIC YARD	2736.2	$699.31	$1,913,452.02
420-6037	CL C CONC (COLUMN)	CUBIC YARD	1687.8	$765.75	$1,292,432.85
420-6043	CL C CONC (FOOTING)	CUBIC YARD	330.3	$545.45	$180,162.14
420-6066	CL C CONC (RAIL FOUNDATION)	CUBIC YARD	28	$847.83	$23,739.24
420-9001	CLASS CLASS "D" CONC (MISC)	CUBIC YARD	25.9	$1,208.21	$31,292.64
420-9010	CL C CONC (RAIL FOUNDATION)SPL	CUBIC YARD	119	$870.48	$103,587.12
422-6001	REINF CONC SLAB	SQUARE FOOT	451242	$15.20	$6,858,878.40
422-6015	APPROACH SLAB	CUBIC YARD	2102.43	$443.47	$932,364.63

423-6001	RETAINING WALL (MSE)	SQUARE FOOT	470320	$68.66	$32,292,171.20
425-6037	PRESTR CONC GIRDER (TX40)	LINEAR FOOT	4871.72	$174.72	$851,186.92
425-6039	PRESTR CONC GIRDER (TX54)	LINEAR FOOT	48168.24	$169.05	$8,142,840.97
432-6001	RIPRAP (CONC)(4 IN)	CUBIC YARD	10828.3	$360.00	$3,898,188.00
432-6002	RIPRAP (CONC)(5 IN)	CUBIC YARD	477	$360.00	$171,720.00
432-6003	RIPRAP (CONC)(6 IN)	CUBIC YARD	481	$360.00	$173,160.00
432-6006	RIPRAP (CONC)(CL B)	CUBIC YARD	100	$360.00	$36,000.00
432-6009	RIPRAP (CONC) (CL B) (4")	CUBIC YARD	42.51	$360.00	$15,303.60
432-6024	RIPRAP (STONE COMMON)(DRY)(12 IN)	CUBIC YARD	110	$113.48	$12,482.80
432-6044	RIPRAP (CONC)(FLUME)	CUBIC YARD	719	$360.00	$258,840.00
432-6045	RIPRAP (MOW STRIP)(4 IN)	CUBIC YARD	3280.44	$360.00	$1,180,958.40
434-6007	ELASTOMERIC BEARING (EE5)	EACH	10	$2,004.95	$20,049.50
434-6026	ELASTOMERIC BEARING (E7)	EACH	10	$3,418.95	$34,189.50
434-6035	ELASTOMERIC BEARING (F7)	EACH	10	$3,360.95	$33,609.50
434-6042	SLIDING ELASTOMERIC BEARING (ES 5)	EACH	10	$2,916.95	$29,169.50
442-6001	STR STEEL (PLATE GIRDER)	POUND	2931330	$2.33	$6,829,998.90
442-6007	STR STEEL (MISC NON - BRIDGE)	POUND	2573	$5.66	$14,563.18
450-6006	RAIL (TY T223)	LINEAR FOOT	90	$136.47	$12,282.30
450-6023	RAIL (TY SSTR)	LINEAR FOOT	44647.7	$56.92	$2,541,347.08
450-6054	RAIL (TY SSTR) (W/DRAIN SLOTS)	LINEAR FOOT	100	$66.03	$6,603.00
450-9001	RAIL (TY SSTR) (W/DRAIN SLOTS)SPL	LINEAR	848	$67.63	$57,350.24

		FOOT			
450-9002	RAIL (TY SSTR) SPL	LINEAR FOOT	240	$67.59	$16,221.60
454-6001	SEALED EXPANSION JOINT (4 IN) (SEJ - A)	LINEAR FOOT	2633.1	$117.68	$309,863.21
454-6002	SEALED EXPANSION JOINT (5 IN) (SEJ - A)	LINEAR FOOT	169	$168.62	$28,496.78
462-6007	CONC BOX CULV (5 FT X 3 FT)	LINEAR FOOT	313	$201.79	$63,160.27
462-6008	CONC BOX CULV (5 FT X 4 FT)	LINEAR FOOT	812	$220.69	$179,200.28
462-6009	CONC BOX CULV (5 FT X 5 FT)	LINEAR FOOT	373	$237.70	$88,662.10
462-6013	CONC BOX CULV (6 FT X 6 FT)	LINEAR FOOT	620	$337.35	$209,157.00
462-6017	CONC BOX CULV (7 FT X 6 FT)	LINEAR FOOT	172	$417.53	$71,815.16
462-6028	CONC BOX CULV (9 FT X 9 FT)	LINEAR FOOT	1316	$682.82	$898,591.12
462-6032	CONC BOX CULV (10 FT X 8 FT)	LINEAR FOOT	654	$695.29	$454,719.66
462-6044	CONC BOX CULV (12 FT X 12 FT)	LINEAR FOOT	438	$1,141.35	$499,911.30
464-6003	RC PIPE (CL III)(18 IN)	LINEAR FOOT	1671	$53.15	$88,813.65
464-6005	RC PIPE (CL III)(24 IN)	LINEAR FOOT	5160	$53.32	$275,131.20
464-6007	RC PIPE (CL III)(30 IN)	LINEAR FOOT	1545	$77.20	$119,274.00
464-6008	RC PIPE (CL III)(36 IN)	LINEAR FOOT	1557	$97.90	$152,430.30
464-6009	RC PIPE (CL III)(42 IN)	LINEAR FOOT	958	$119.04	$114,040.32
464-6010	RC PIPE (CL III)(48 IN)	LINEAR FOOT	600	$152.65	$91,590.00
464-6026	RC PIPE (CL V)(24 IN)	LINEAR FOOT	4512	$65.99	$297,746.88
464-6038	RC PIPE (CL III)(18 IN)(SPL)	LINEAR	11585	$41.22	$477,533.70

		FOOT			
464-6039	RC PIPE (CL III)(24 IN)(SPL)	LINEAR FOOT	4074	$61.24	$249,491.76
464-6040	RC PIPE (CL III)(30 IN)(SPL)	LINEAR FOOT	1360	$77.81	$105,821.60
464-6041	RC PIPE (CL III)(36 IN)(SPL)	LINEAR FOOT	3103	$101.02	$313,465.06
464-6042	RC PIPE (CL III)(42 IN)(SPL)	LINEAR FOOT	2013	$122.16	$245,908.08
464-6043	RC PIPE (CL III)(48 IN)(SPL)	LINEAR FOOT	1888	$142.34	$268,737.92
464-6044	RC PIPE (CL III)(54 IN)(SPL)	LINEAR FOOT	20	$219.49	$4,389.80
464-6045	RC PIPE (CL III)(60 IN)(SPL)	LINEAR FOOT	2042	$199.27	$406,909.34
464-6049	RC PIPE (CL IV)(21 IN)	LINEAR FOOT	425	$66.74	$28,364.50
464-6059	RC PIPE (CL V)(30 IN)	LINEAR FOOT	1622	$100.90	$163,659.80
464-6060	RC PIPE (CL IV) (24 IN) (SPL)	LINEAR FOOT	394	$59.04	$23,261.76
464-6065	RC PIPE (CL IV) (72 IN) (SPL)	LINEAR FOOT	318	$309.84	$98,529.12
465-6002	MANH (COMPL)(PRM)(48IN)	EACH	5	$5,314.33	$26,571.65
465-6005	JCTBOX(COMPL)(PJB)(3FTX3FT)	EACH	50	$2,652.04	$132,602.00
465-6011	JCTBOX(COMPL)(PJB)(6FTX6FT)	EACH	2	$10,118.07	$20,236.14
465-6012	JCTBOX(COMPL)(PJB)(8FTX8FT)	EACH	5	$19,000.00	$95,000.00
465-6025	INLET (COMPL)(PCO)(6FT)(NONE)	EACH	4	$6,435.74	$25,742.96
465-6051	INLET (COMPL)(POD)(SFG)(3FTX3FT)	EACH	2	$4,874.09	$9,748.18
465-6058	INLET (COMPL)(PSL)(SL)(5FTX5FT)	EACH	10	$5,196.93	$51,969.30
465-6060	INLET (COMPL)(PSL)(SL)(6FTX6FT)	EACH	1	$6,865.22	$6,865.22
465-6074	INLET (COMPL)(PSL)(RC)(5FTX5FT)	EACH	9	$5,837.41	$52,536.69
465-6076	INLET (COMPL)(PSL)(RC)(6FTX6FT)	EACH	2	$9,769.62	$19,539.24
465-6126	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT)	EACH	67	$3,501.76	$234,617.92

465-6130	INLET (COMPL)(PSL)(FG)(3FTX5FT-3FTX5FT)	EACH	12	$4,094.42	$49,133.04
465-6139	INLET (COMPL)(PSL)(FG)(5FTX6FT-3FTX5FT)	EACH	57	$6,853.95	$390,675.15
465-6142	INLET (COMPL)(PSL)(FG)(6FTX6FT-3FTX5FT)	EACH	82	$7,033.94	$576,783.08
465-6145	INLET (COMPL)(PSL)(FG)(8FTX8FT-3FTX5FT)	EACH	4	$15,813.78	$63,255.12
465-9002	INLET (COMPL) (TY L1)	EACH	15	$3,447.04	$51,705.60
466-6002	HEADWALL (CH - FW - 0) (DIA= 15 IN)	EACH	7	$4,429.59	$31,007.13
466-6003	HEADWALL (CH - FW - 0) (DIA= 18 IN)	EACH	1	$6,509.04	$6,509.04
466-6007	HEADWALL (CH - FW - 0) (DIA= 30 IN)	EACH	1	$4,945.07	$4,945.07
466-6015	HEADWALL (CH - FW - 0) (DIA= 72 IN)	EACH	1	$11,700.92	$11,700.92
466-6107	HEADWALL (CH - PW - 0) (DIA= 72 IN)	EACH	2	$11,519.00	$23,038.00
466-6153	WINGWALL (FW - 0) (HW=6 FT)	EACH	2	$12,284.01	$24,568.02
466-6155	WINGWALL (FW - 0) (HW=8 FT)	EACH	2	$13,751.96	$27,503.92
466-6156	WINGWALL (FW - 0) (HW=9 FT)	EACH	2	$14,977.75	$29,955.50
466-6180	WINGWALL (PW - 1) (HW=5 FT)	EACH	2	$7,320.35	$14,640.70
466-6181	WINGWALL (PW - 1) (HW=6 FT)	EACH	7	$10,849.00	$75,943.00
466-6200	WINGWALL (SW - 0) (HW=12 FT)	EACH	1	$13,770.39	$13,770.39
466-6208	WINGWALL (SW - 0) (HW=5 FT)	EACH	1	$6,471.45	$6,471.45
466-6211	WINGWALL (SW - 0) (HW=8 FT)	EACH	2	$11,661.05	$23,322.10
467-6356	SET (TY II) (18 IN) (RCP) (3: 1) (C)	EACH	7	$1,213.53	$8,494.71
467-6358	SET (TY II) (18 IN) (RCP) (4: 1) (C)	EACH	89	$1,213.52	$108,003.28
467-6359	SET (TY II) (18 IN) (RCP) (4: 1) (P)	EACH	12	$1,213.52	$14,562.24
467-6360	SET (TY II) (18 IN) (RCP) (5: 1) (C)	EACH	3	$1,263.53	$3,790.59
467-6362	SET (TY II) (18 IN) (RCP) (6: 1) (C)	EACH	73	$1,263.52	$92,236.96
467-6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	EACH	84	$1,263.52	$106,135.68
467-6388	SET (TY II) (24 IN) (RCP) (3: 1) (C)	EACH	16	$1,473.46	$23,575.36
467-6390	SET (TY II) (24 IN) (RCP) (4: 1) (C)	EACH	4	$1,473.46	$5,893.84
467-6392	SET (TY II) (24 IN) (RCP) (5: 1) (C)	EACH	6	$1,598.46	$9,590.76
467-6394	SET (TY II) (24 IN) (RCP) (6: 1) (C)	EACH	6	$1,598.46	$9,590.76

467-6417	SET (TY II) (30 IN) (RCP) (3: 1) (C)	EACH	4	$1,798.46	$7,193.84
467-6422	SET (TY II) (30 IN) (RCP) (6: 1) (C)	EACH	1	$2,796.92	$2,796.92
467-6439	SET (TY II) (36 IN) (CMP) (3: 1) (C)	EACH	4	$3,446.91	$13,787.64
467-6450	SET (TY II) (36 IN) (RCP) (4: 1) (C)	EACH	2	$3,746.92	$7,493.84
467-6465	SET (TY II) (42 IN) (RCP) (6: 1) (C)	EACH	1	$5,696.92	$5,696.92
472-6015	REMOV & RE - LAY PIPE (60 IN)	LINEAR FOOT	33	$270.57	$8,928.81
476-6015	JACK BOR OR TUN PIPE(24 IN)(RC)(CL V)	LINEAR FOOT	237	$612.89	$145,254.93
476-6017	JACK BOR OR TUN PIPE(24 IN)(STL CASING)	LINEAR FOOT	100	$1,657.72	$165,772.00
476-6021	JACK BOR OR TUN PIPE(30 IN)(RC)(CL V)	LINEAR FOOT	533	$766.77	$408,688.41
476-6054	JACK BOR OR TUN PIPE(72 IN)(RC)(CL IV)	LINEAR FOOT	100	$1,843.66	$184,366.00
479-6001	ADJUSTING MANHOLES	EACH	1	$850.00	$850.00
496-6004	REMOV STR (SET)	EACH	50	$450.00	$22,500.00
496-6005	REMOV STR (WINGWALL)	EACH	1	$2,500.00	$2,500.00
496-6006	REMOV STR (HEADWALL)	EACH	10	$2,800.00	$28,000.00
496-6007	REMOV STR (PIPE)	LINEAR FOOT	10244	$10.00	$102,440.00
496-6008	REMOV STR (BOX CULVERT)	LINEAR FOOT	252	$30.00	$7,560.00
496-6009	REMOV STR (BRIDGE 0 - 99 FT LENGTH)	EACH	1	$25,367.23	$25,367.23
496-6016	REMOV STR (PIPE)	EACH	8	$900.00	$7,200.00
496-6041	REMOV STR (LARGE)	EACH	1	$6,500.00	$6,500.00
496-6042	REMOV STR (SMALL)	EACH	10	$250.00	$2,500.00
496-6043	REMOV STR (SMALL FENCE)	LINEAR FOOT	8271	$3.00	$24,813.00
496-6096	REMOV STR (WELL GATE)	EACH	9	$2,000.00	$18,000.00
496-9001	REMOVE (ROCK RIPRAP)	CUBIC YARD	30	$100.00	$3,000.00
500-6001	MOBILIZATION	LUMP SUM	1	$29,593,242.02	$29,593,242.02

502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MONTH	42	$45,000.00	$1,890,000.00
506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LINEAR FOOT	523	$31.75	$16,605.25
506-6011	ROCK FILTER DAMS (REMOVE)	LINEAR FOOT	523	$16.75	$8,760.25
506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SQUARE YARD	3120	$28.25	$88,140.00
506-6024	CONSTRUCTION EXITS (REMOVE)	SQUARE YARD	3120	$14.50	$45,240.00
506-6031	FRNT END LOADER WORK (ERSN & SEDM CONT)	HOUR	61	$67.36	$4,108.96
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LINEAR FOOT	39560	$2.95	$116,702.00
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LINEAR FOOT	39560	$1.20	$47,472.00
506-6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LINEAR FOOT	28752	$5.55	$159,573.60
506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LINEAR FOOT	28752	$1.20	$34,502.40
508-6001	CONSTRUCTING DETOURS	SQUARE YARD	4138	$20.68	$85,573.84
512-6001	PORT CTB (FUR & INST)(SGL SLOPE)(TY 1)	LINEAR FOOT	334	$77.37	$25,841.58
512-6049	PORT CTB (REMOVE)(SGL SLP)(TY 1)	LINEAR FOOT	64	$2.58	$165.12
514-6001	PERM CTB (SGL SLOPE) (TY 1) (42)	LINEAR FOOT	3458	$66.79	$230,959.82
514-6004	PERM CTB (SGL SLOPE) (TY 4) (42)	LINEAR FOOT	10	$104.88	$1,048.80
514-6005	PERM CTB (SGL SLOPE) (TY 1) (48)	LINEAR FOOT	10082	$77.55	$781,859.10
528-6004	LANDSCAPE PAVERS	SQUARE YARD	12727	$46.80	$595,623.60
529-6002	CONC CURB (TY II)	LINEAR FOOT	2084	$12.50	$26,050.00
529-6006	CONC CURB (MONO) (TY II A)	LINEAR FOOT	613	$14.75	$9,041.75

529-6024	CONC CURB (MOUNTABLE)	LINEAR FOOT	5026	$13.00	$65,338.00
529-6028	CONC CURB & GUTTER (TY B) (MOUNTABLE)	LINEAR FOOT	8121	$13.75	$111,663.75
529-6030	CONC CURB & GUTTER (VALLEY GUTTER)	LINEAR FOOT	640	$28.00	$17,920.00
529-6031	CONC CURB & GUTTER(VALLEY GUTTER)(48")	LINEAR FOOT	19219	$45.00	$864,855.00
530-6002	INTERSECTIONS (ACP)	SQUARE YARD	372	$25.48	$9,478.56
530-6005	DRIVEWAYS (ACP)	SQUARE YARD	7236	$50.00	$361,800.00
531-6001	CONC SIDEWALKS (4")	SQUARE YARD	341	$38.25	$13,043.25
531-6004	CURB RAMPS (TY 1)	EACH	8	$1,100.00	$8,800.00
531-6008	CURB RAMPS (TY 5)	EACH	1	$1,100.00	$1,100.00
531-6010	CURB RAMPS (TY 7)	EACH	3	$1,100.00	$3,300.00
531-6015	CURB RAMPS (TY 20)	EACH	26	$1,100.00	$28,600.00
538-6001	RIGHT OF WAY MARKERS	EACH	2	$458.49	$916.98
540-6001	MTL W-BEAM GD FEN (TIM POST)	LINEAR FOOT	45614	$30.44	$1,388,490.16
540-6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	EACH	96	$1,958.82	$188,046.72
540-6014	SHORT RADIUS	LINEAR FOOT	1295	$34.94	$45,247.30
540-6016	DOWNSTREAM ANCHOR TERMINAL SECTION	EACH	91	$1,334.12	$121,404.92
542-6001	REMOVE METAL BEAM GUARD FENCE	LINEAR FOOT	2988	$0.95	$2,838.60
543-6006	CABLE BARRIER SYSTEM (TL-4) (10'-0")	LINEAR FOOT	46203	$17.47	$807,166.41
543-6020	CABLE BARRIER TERMINAL SECTION (TL-4)	EACH	30	$3,303.53	$99,105.90
544-6001	GUARDRAIL END TREATMENT (INSTALL)	EACH	108	$2,964.70	$320,187.60
545-6001	CRASH CUSH ATTEN (INSTL)	EACH	9	$37,228.22	$335,053.98

550-6001	CHAIN LINK FENCE (INSTALL) (6')	LINEAR FOOT	65	$116.47	$7,570.55
550-6003	CHAIN LINK FENCE (REMOVE)	LINEAR FOOT	1562	$7.41	$11,574.42
550-6006	GATE (REMOVE)	EACH	1	$1,588.23	$1,588.23
556-6007	PIPE UNDERDRAINS (TY 7) (6")	LINEAR FOOT	21120	$17.14	$361,996.80
560-6007	MAILBOX INSTALL-S (WC-POST) TY 3	EACH	3	$175.32	$525.96
560-9001	MAILBOX INSTALL-M (WC-POST) TY 3	EACH	1	$250.00	$250.00
610-6104	IN RD IL (U/P) (TY 1) (150W EQ) LED	EACH	32	$1,484.15	$47,492.80
610-6106	IN RD IL (U/P) (TY 2) (150W EQ) LED	EACH	76	$1,293.65	$98,317.40
610-6188	IN RD IL (TY SP) 38S-4 (250W EQ) LED	EACH	3	$5,301.35	$15,904.05
610-6214	IN RD IL (TY SA) 40T-8 (250W EQ) LED	EACH	26	$3,812.67	$99,129.42
610-6215	IN RD IL (TY SA) 40T-8-8 (250W EQ) LED	EACH	81	$4,393.17	$355,846.77
610-6218	IN RD IL (TY SA) 40T-12 (250W EQ) LED	EACH	42	$3,744.46	$157,267.32
610-6259	IN RD IL (TY ST) 40T-12-12(250W EQ)LED	EACH	11	$6,177.44	$67,951.84
610-6261	IN RD IL (TY SP) 48S-4-4 (400W EQ) LED	EACH	4	$6,222.91	$24,891.64
610-6282	IN RD IL (TY SA) 50S-12 (400W EQ) LED	EACH	4	$4,439.99	$17,759.96
610-6290	IN RD IL (TY SA) 50T-12 (400W EQ) LED	EACH	26	$4,696.78	$122,116.28
613-6006	HI MST IL POLE (150 FT)(100 MPH)	EACH	10	$67,535.62	$675,356.20
614-6002	HI MST IL ASM (12-400W)(ASYM)(TY B)	EACH	5	$31,143.18	$155,715.90
614-6003	HI MST IL ASM (12-400W)(SYM)	EACH	5	$31,143.18	$155,715.90
618-6016	CONDT (PVC) (SCH 40) (1")	LINEAR FOOT	3298	$9.45	$31,166.10
618-6023	CONDT (PVC) (SCH 40) (2")	LINEAR FOOT	49972	$10.44	$521,707.68
618-6024	CONDT (PVC) (SCH 40) (2") (BORE)	LINEAR FOOT	4563	$16.26	$74,194.38
618-6029	CONDT (PVC) (SCH 40) (3")	LINEAR FOOT	707	$13.93	$9,848.51
618-6030	CONDT (PVC) (SCH 40) (3") (BORE)	LINEAR FOOT	320	$21.76	$6,963.20
618-6033	CONDT (PVC) (SCH 40) (4")	LINEAR FOOT	1393	$17.95	$25,004.35

618-6034	CONDT (PVC) (SCH 40) (4") (BORE)	LINEAR FOOT	1591	$26.35	$41,922.85
618-6046	CONDT (PVC) (SCH 80) (2")	LINEAR FOOT	6655	$11.48	$76,399.40
618-6047	CONDT (PVC) (SCH 80) (2") (BORE)	LINEAR FOOT	2545	$19.88	$50,594.60
618-6064	CONDT (RM) (1")	LINEAR FOOT	5661	$26.04	$147,412.44
618-6074	CONDT (RM) (3")	LINEAR FOOT	6800	$95.41	$648,788.00
620-6002	ELEC CONDR (NO.14) INSULATED	LINEAR FOOT	155515	$0.56	$87,088.40
620-6003	ELEC CONDR (NO.12) BARE	LINEAR FOOT	3509	$0.75	$2,631.75
620-6004	ELEC CONDR (NO.12) INSULATED	LINEAR FOOT	7018	$0.73	$5,123.14
620-6007	ELEC CONDR (NO.8) BARE	LINEAR FOOT	48044	$0.75	$36,033.00
620-6008	ELEC CONDR (NO.8) INSULATED	LINEAR FOOT	260663	$1.19	$310,188.97
620-6009	ELEC CONDR (NO.6) BARE	LINEAR FOOT	13884	$1.24	$17,216.16
620-6010	ELEC CONDR (NO.6) INSULATED	LINEAR FOOT	28088	$1.40	$39,323.20
620-6011	ELEC CONDR (NO.4) BARE	LINEAR FOOT	6691	$1.73	$11,575.43
620-6012	ELEC CONDR (NO.4) INSULATED	LINEAR FOOT	13412	$1.99	$26,689.88
620-6013	ELEC CONDR (NO.3) BARE	LINEAR FOOT	3045	$5.18	$15,773.10
620-6014	ELEC CONDR (NO.3) INSULATED	LINEAR FOOT	6090	$3.06	$18,635.40
621-6005	TRAY CABLE (4 CONDR) (12 AWG)	LINEAR FOOT	2761	$2.22	$6,129.42
621-6007	TRAY CABLE (4 CONDR) (8 AWG)	LINEAR FOOT	1899	$4.93	$9,362.07
624-6002	GROUND BOX TY A (122311)W/APRON	EACH	342	$1,307.14	$447,041.88

624-6010	GROUND BOX TY D (162922)W/APRON	EACH	55	$1,481.80	$81,499.00
625-6002	ZINC-COAT STL WIRE STRAND (3/16")	LINEAR FOOT	700	$5.36	$3,752.00
625-6004	ZINC-COAT STL WIRE STRAND (5/16")	LINEAR FOOT	1980	$3.17	$6,276.60
628-6044	ELC SRV TY A 240/480 060(NS)SS(E)PS(U)	EACH	1	$7,456.08	$7,456.08
628-6045	ELC SRV TY A 240/480 060(NS)SS(E)SP(O)	EACH	32	$7,898.18	$252,741.76
628-6145	ELC SRV TY D 120/240 060(NS)SS(E)SP(O)	EACH	5	$6,333.27	$31,666.35
628-6148	ELC SRV TY D 120/240 060(NS)SS(E)TS(O)	EACH	6	$2,977.08	$17,862.48
628-6252	ELC SRV TY D 120/240 100(NS)SS(N)TP(O)	EACH	41	$5,254.12	$215,418.92
628-9001	ELC SRV TY D 120/240 100(NS)SS(L)TP(O)	EACH	10	$5,271.51	$52,715.10
636-6001	ALUMINUM SIGNS (TY A)	SQUARE FOOT	94	$19.73	$1,854.62
636-6002	ALUMINUM SIGNS (TY G)	SQUARE FOOT	8347.25	$27.30	$227,879.93
636-6003	ALUMINUM SIGNS (TY O)	SQUARE FOOT	1564.75	$35.52	$55,579.92
644-6027	IN SM RD SN SUP&AM TYS80(1)SA(P)	EACH	324	$661.06	$214,183.44
644-6030	IN SM RD SN SUP&AM TYS80(1)SA(T)	EACH	185	$825.26	$152,673.10
644-6033	IN SM RD SN SUP&AM TYS80(1)SA(U)	EACH	34	$916.96	$31,176.64
644-6034	IN SM RD SN SUP&AM TYS80(1)SA(U-1EXT)	EACH	3	$1,130.20	$3,390.60
644-6038	IN SM RD SN SUP&AM TYS80(1)SA(U-EXAL)	EACH	14	$1,146.20	$16,046.80
644-6051	IN SM RD SN SUP&AM TYS80(2)SA(P-EXAL)	EACH	2	$2,367.03	$4,734.06
644-6064	IN BRIDGE MNT CLEARANCE SGN ASSM(TY N)	EACH	20	$1,919.21	$38,384.20
644-6065	IN BRIDGE MNT CLEARANCE SGN ASSM(TY S)	EACH	12	$1,919.21	$23,030.52
644-6066	IN SM RD SN SUP&AM (RAIL MOUNT)	EACH	30	$3,411.93	$102,357.90

644-6076	REMOVE SM RD SN SUP&AM	EACH	61	$63.97	$3,902.17
647-6001	INSTALL LRSS (STRUCT STEEL)	POUND	28374	$5.12	$145,274.88
650-6028	INS OH SN SUP(30 FT BAL TEE)	EACH	4	$57,239.87	$228,959.48
650-6032	INS OH SN SUP(30 FT CANT)	EACH	13	$49,930.57	$649,097.41
650-6038	INS OH SN SUP(35 FT CANT)	EACH	4	$71,168.85	$284,675.40
650-6045	INS OH SN SUP(40 FT CANT)	EACH	1	$54,066.34	$54,066.34
650-6079	INS OH SN SUP(70 FT BRDG)	EACH	1	$74,184.66	$74,184.66
650-6139	INS OH SN SUP(130 FT BRDG)	EACH	8	$182,459.95	$1,459,679.60
658-6001	INSTL DEL ASSM (D-SW)SZ 1(FLX)GND	EACH	76	$58.64	$4,456.64
658-6013	INSTL DEL ASSM (D-SW)SZ (BRF)CTB	EACH	97	$26.66	$2,586.02
658-6014	INSTL DEL ASSM (D-SW)SZ (BRF)CTB (BI)	EACH	10	$31.99	$319.90
658-6018	INSTL DEL ASSM (D-SY)SZ 1(FLX)GND	EACH	43	$58.64	$2,521.52
658-6022	INSTL DEL ASSM (D-SY)SZ 1(FLX)GF2	EACH	90	$53.31	$4,797.90
658-6026	INSTL DEL ASSM (D-SY)SZ (BRF)CTB	EACH	42	$26.66	$1,119.72
658-6027	INSTL DEL ASSM (D-SY)SZ (BRF)CTB (BI)	EACH	56	$26.66	$1,492.96
658-6036	INSTL DEL ASSM (D-DW)SZ 1(FLX)GND	EACH	32	$69.31	$2,217.92
658-6048	INSTL OM ASSM (OM-2Z)(FLX)GND	EACH	116	$58.64	$6,802.24
658-6061	INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2	EACH	150	$38.38	$5,757.00
658-6062	INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2(BI)	EACH	221	$42.65	$9,425.65
658-6064	INSTL DEL ASSM (D-SY)SZ 1(BRF)GF2	EACH	141	$42.65	$6,013.65
658-6067	INSTL DEL ASSM (D-DW)SZ 1(BRF)GF2	EACH	42	$42.65	$1,791.30
658-9001	INSTL DEL ASSM (D-DW)SZ (BRF)CTB	EACH	18	$106.62	$1,919.16
662-6004	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	LINEAR FOOT	13612	$0.40	$5,444.80
662-6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	LINEAR FOOT	13612	$0.40	$5,444.80
662-6050	WK ZN PAV MRK REMOV (REFL) TY II-A-A	EACH	323	$4.00	$1,292.00
662-6063	WK ZN PAV MRK REMOV (W)4"(SLD)	LINEAR FOOT	20292	$0.55	$11,160.60

662-6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	LINEAR FOOT	29032	$0.55	$15,967.60
662-6109	WK ZN PAV MRK SHT TERM (TAB)TY W	EACH	16678	$0.98	$16,344.44
662-6111	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	EACH	7121	$1.00	$7,121.00
666-6006	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	LINEAR FOOT	362	$0.32	$115.84
666-6033	REFL PAV MRK TY I (W)8"(LNDP)(100MIL)	LINEAR FOOT	117	$1.00	$117.00
666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LINEAR FOOT	42481	$0.70	$29,736.70
666-6039	REFL PAV MRK TY I (W)12"(LNDP)(100MIL)	LINEAR FOOT	175	$1.50	$262.50
666-6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LINEAR FOOT	4379	$1.05	$4,597.95
666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LINEAR FOOT	2306	$3.00	$6,918.00
666-6138	REFL PAV MRK TY I (Y)8"(SLD)(100MIL)	LINEAR FOOT	1514	$1.00	$1,514.00
666-6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	LINEAR FOOT	1465	$1.50	$2,197.50
666-6147	REFL PAV MRK TY I (Y)24"(SLD)(100MIL)	LINEAR FOOT	3248	$3.00	$9,744.00
666-6159	RE PV MRK TY I(BLACK)4"(SHADOW)(100MIL)	LINEAR FOOT	41650	$0.90	$37,485.00
666-6224	PAVEMENT SEALER 4"	LINEAR FOOT	470953	$0.10	$47,095.30
666-6226	PAVEMENT SEALER 8"	LINEAR FOOT	39979	$0.20	$7,995.80
666-6228	PAVEMENT SEALER 12"	LINEAR FOOT	5571	$0.30	$1,671.30
666-6230	PAVEMENT SEALER 24"	LINEAR FOOT	1045	$0.60	$627.00
666-6231	PAVEMENT SEALER (ARROW)	EACH	40	$4.00	$160.00
666-6232	PAVEMENT SEALER (WORD)	EACH	38	$4.00	$152.00
666-6234	PAVEMENT SEALER (DBL ARROW)	EACH	14	$6.00	$84.00

666-6236	PAVEMENT SEALER (UTURN ARROW)	EACH	9	$6.00	$54.00
666-6243	PAVEMENT SEALER (YLD TRI)	EACH	62	$2.00	$124.00
666-6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LINEAR FOOT	34535	$0.35	$12,087.25
666-6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LINEAR FOOT	237996	$0.32	$76,158.72
666-6312	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	LINEAR FOOT	590	$0.45	$265.50
666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LINEAR FOOT	230623	$0.32	$73,799.36
668-6019	PREFAB PAV MRK TY B (W)(ARROW)	EACH	28	$600.00	$16,800.00
668-6020	PREFAB PAV MRK TY B (W)(DBL ARROW)	EACH	32	$875.00	$28,000.00
668-6022	PREFAB PAV MRK TY B (W)(UTURN ARROW)	EACH	3	$925.00	$2,775.00
668-6027	PREFAB PAV MRK TY B (W)(WORD)	EACH	30	$850.00	$25,500.00
668-6077	PREFAB PAV MRK TY C (W) (ARROW)	EACH	32	$200.00	$6,400.00
668-6078	PREFAB PAV MRK TY C (W) (DBL ARROW)	EACH	4	$350.00	$1,400.00
668-6080	PREFAB PAV MRK TY C (W) (UTURN ARROW)	EACH	6	$400.00	$2,400.00
668-6085	PREFAB PAV MRK TY C (W) (WORD)	EACH	38	$300.00	$11,400.00
668-6092	PREFAB PAV MRK TY C (W) (36")(YLD TRI)	EACH	62	$25.00	$1,550.00
672-6006	REFL PAV MRKR TY I-A	EACH	734	$3.25	$2,385.50
672-6007	REFL PAV MRKR TY I-C	EACH	590	$3.25	$1,917.50
672-6008	REFL PAV MRKR TY I-R	EACH	140	$3.25	$455.00
672-6009	REFL PAV MRKR TY II-A-A	EACH	1413	$3.25	$4,592.25
672-6010	REFL PAV MRKR TY II-C-R	EACH	4110	$3.25	$13,357.50
677-6001	ELIM EXT PAV MRK & MRKS (4")	LINEAR FOOT	19986	$0.20	$3,997.20
677-6003	ELIM EXT PAV MRK & MRKS (8")	LINEAR FOOT	50	$0.60	$30.00
677-6007	ELIM EXT PAV MRK & MRKS (24")	LINEAR FOOT	192	$1.20	$230.40

678-6001	PAV SURF PREP FOR MRK (4")	LINEAR FOOT	470953	$0.08	$37,676.24
678-6004	PAV SURF PREP FOR MRK (8")	LINEAR FOOT	39979	$0.16	$6,396.64
678-6006	PAV SURF PREP FOR MRK (12")	LINEAR FOOT	5571	$0.24	$1,337.04
678-6008	PAV SURF PREP FOR MRK (24")	LINEAR FOOT	1045	$0.48	$501.60
678-6009	PAV SURF PREP FOR MRK (ARROW)	EACH	40	$0.65	$26.00
678-6010	PAV SURF PREP FOR MRK (DBL ARROW)	EACH	14	$0.65	$9.10
678-6012	PAV SURF PREP FOR MRK (UTURN ARR)	EACH	9	$0.65	$5.85
678-6016	PAV SURF PREP FOR MRK (WORD)	EACH	46	$0.65	$29.90
678-6023	PAV SURF PREP FOR MRK (36")(YLD TRI)	EACH	62	$0.65	$40.30
678-6033	PAV SURF PREP FOR MRK (RPM)	EACH	4220	$0.65	$2,743.00
680-6001	INSTALL HWY TRF SIG (FLASH BEACON)	EACH	6	$6,086.76	$36,520.56
680-6003	INSTALL HWY TRF SIG (SYSTEM)	EACH	5	$22,702.60	$113,513.00
682-6001	VEH SIG SEC (12")LED(GRN)	EACH	59	$244.16	$14,405.44
682-6002	VEH SIG SEC (12")LED(GRN ARW)	EACH	7	$260.21	$1,821.47
682-6003	VEH SIG SEC (12")LED(YEL)	EACH	83	$246.84	$20,487.72
682-6004	VEH SIG SEC (12")LED(YEL ARW)	EACH	7	$250.85	$1,755.95
682-6005	VEH SIG SEC (12")LED(RED)	EACH	71	$244.16	$17,335.36
682-6006	VEH SIG SEC (12")LED(RED ARW)	EACH	8	$250.85	$2,006.80
682-6018	PED SIG SEC (LED)(COUNTDOWN)	EACH	10	$395.30	$3,953.00
682-6021	BACK PLATE (12")(1 SEC)	EACH	14	$276.40	$3,869.60
682-6023	BACK PLATE (12")(3 SEC)	EACH	59	$287.11	$16,939.49
682-6024	BACK PLATE (12")(4 SEC)	EACH	3	$305.83	$917.49
684-6010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LINEAR FOOT	9392	$2.69	$25,264.48
684-6012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	LINEAR FOOT	1666	$3.37	$5,614.42

684-6027	TRF SIG CBL (TY A)(14 AWG)(1 CONDR)	LINEAR FOOT	926	$1.66	$1,537.16
684-6028	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	LINEAR FOOT	9867	$1.67	$16,477.89
686-6019	INS TRF SIG PL AM (S)STR(TY D)	EACH	4	$8,916.13	$35,664.52
686-6020	INS TRF SIG PL AM (S)STR(TY D)LUM	EACH	20	$10,765.94	$215,318.80
686-6033	INS TRF SIG PL AM(S)1 ARM(32')	EACH	1	$11,193.10	$11,193.10
686-6042	INS TRF SIG PL AM(S)1 ARM(40')ILSN	EACH	1	$15,833.46	$15,833.46
686-6045	INS TRF SIG PL AM(S)1 ARM(44')	EACH	4	$13,888.69	$55,554.76
686-6047	INS TRF SIG PL AM(S)1 ARM(44')LUM	EACH	4	$17,094.76	$68,379.04
686-6055	INS TRF SIG PL AM(S)1 ARM(50')LUM	EACH	5	$34,343.59	$171,717.95
686-6059	INS TRF SIG PL AM(S)1 ARM(55')LUM	EACH	2	$35,472.47	$70,944.94
687-6001	PED POLE ASSEMBLY	EACH	6	$1,929.67	$11,578.02
688-6001	PED DETECT PUSH BUTTON (APS)	EACH	10	$849.47	$8,494.70
688-6004	VEH LP DETECT (SAWCUT)	LINEAR FOOT	7593	$13.55	$102,885.15
690-6100	REMOVE TRAFFIC SIGNAL	EACH	1	$1,534.00	$1,534.00
772-6001	POST AND CABLE FENCE (REMOVAL)	LINEAR FOOT	156	$10.59	$1,652.04
786-6001	CARBON FIBER REINF POLYMER PROTECTION	SQUARE FOOT	1630	$52.77	$86,015.10
1007-6001	IRRIGATION GATE (18")	EACH	8	$10,000.00	$80,000.00
1007-6002	IRRIGATION GATE (30")	EACH	1	$13,000.00	$13,000.00
1007-6005	IRRIGATION WELL (30")	EACH	3	$7,500.00	$22,500.00
1007-6007	IRRIGATION VALVE (12")	EACH	15	$5,000.00	$75,000.00
1007-6008	IRRIGATION WELL (48")	EACH	1	$6,500.00	$6,500.00
1007-6009	IRRIGATION WELL (36")	EACH	10	$6,000.00	$60,000.00
1007-6013	IRRIGATION GATE (15")	EACH	11	$8,500.00	$93,500.00
1007-9005	IRRIGATION WELL (TYPE A)	EACH	3	$135,000.00	$405,000.00
1007-9006	IRRIGATION GATE (12")	EACH	1	$8,000.00	$8,000.00
1007-9009	ALFALFA VALVE (18")	EACH	3	$6,500.00	$19,500.00
1007-9011	ALFALFA VALVE (12")	EACH	3	$2,000.00	$6,000.00

1007-9012	IRRIGATION VALVE (21")	EACH	1	$15,000.00	$15,000.00
1007-9013	IRRIGATION GATE	EACH	2	$8,750.00	$17,500.00
1007-9014	IRRIGATION WELL (54")	EACH	1	$10,500.00	$10,500.00
1008-6001	PRSSR IRRIG PVC PIPE (18")	LINEAR FOOT	6760	$70.00	$473,200.00
1008-6002	PRSSR IRRIG PVC PIPE (24")	LINEAR FOOT	343	$100.00	$34,300.00
1008-6005	PRSSR IRRIG PVC PIPE (30")	LINEAR FOOT	604	$125.00	$75,500.00
1008-6006	PRSSR IRRIGATION PVC PIPE (15")	LINEAR FOOT	2008	$52.00	$104,416.00
1008-9001	PRSSR IRRIG (PVC) PIPE (21")	LINEAR FOOT	300	$85.00	$25,500.00
1008-9002	PRSSR IRRIG (PVC) PIPE (36")	LINEAR FOOT	1162	$165.58	$192,403.96
4024-6002	RC LOW HEAD PRSSR PIPE (CL III)(18")	LINEAR FOOT	5	$2,210.00	$11,050.00
4024-6005	RC LOW HEAD PRSSR PIPE (CL III)(36")	LINEAR FOOT	740	$170.00	$125,800.00
4024-9001	RC LOW HEAD PRSSR PIPE (CL III) (15")	LINEAR FOOT	12	$125.00	$1,500.00
4024-9002	RC LOW HEAD PRSSR PIPE (CL III) (48")	LINEAR FOOT	742	$195.00	$144,690.00
4024-9003	RC LOW HEAD PRSSR PIPE (CL III) (60")	LINEAR FOOT	1265	$265.00	$335,225.00
4024-9004	RC LOW HEAD PRSSR PIPE (CL III) (72")	LINEAR FOOT	3221	$320.00	$1,030,720.00
4024-9006	RC LOW HEAD PRSSR PIPE (CL V) (48")	LINEAR FOOT	428	$215.00	$92,020.00
4075-9001	WICK DRAINS	LINEAR FOOT	270835	$7.99	$2,163,971.65
5000-6001	GEOGRID REINFORCE EMBANKMENTS (TY A)	SQUARE YARD	40347	$0.99	$39,943.53
5002-6005	WATER MAIN PIPE (PVC)(12IN)(DR18)(C900)	LINEAR FOOT	440	$80.00	$35,200.00
5002-9001	WATER MAIN PIPE (PVC)(24IN) (DR18)(C900)	LINEAR FOOT	420	$250.00	$105,000.00

5002-9002	18" GATE VALVE & BOX	EACH	4	$16,000.00	$64,000.00
5002-9003	24" GATE VALVE & BOX	EACH	2	$26,500.00	$53,000.00
5002-9004	WATER MAIN PIPE (PVC)(18IN)(DR18)(C900)	LINEAR FOOT	308	$140.00	$43,120.00
5002-9005	12 IN 45 DEG MJ BENDS	EACH	13	$1,250.00	$16,250.00
6003-6001	ITS SYSTEM SUPPORT EQUIPMENT	LUMP SUM	1	$25,972.83	$25,972.83
6007-6014	FIBER OPTIC CBL (SNGLE-MODE)(48 FIBER)	LINEAR FOOT	17340	$2.45	$42,483.00
6007-6017	FIBER OPTIC CBL (SNGLE-MODE)(144 FIBER)	LINEAR FOOT	156200	$3.31	$517,022.00
6007-6020	FIBER OPTIC PIGTAIL (12 FIBER)	LINEAR FOOT	24905	$1.87	$46,572.35
6007-6021	FIBER OPTIC SPLICE ENCLOSURE	EACH	165	$2,234.97	$368,770.05
6007-6022	FIBER OPTIC PATCH PANEL (6 POSITION)	EACH	79	$1,118.43	$88,355.97
6007-6023	FIBER OPTIC PATCH PANEL (12 POSITION)	EACH	14	$1,326.21	$18,566.94
6007-6094	FIBER OPTIC FUSION SPLICE	EACH	2842	$61.72	$175,408.24
6008-6027	ITS GRND MNT CAB (TY 4) (CONF 2)	EACH	11	$12,288.80	$135,176.80
6008-6043	ITS GRND MNT CAB (TY 6) (CONF 2)	EACH	2	$17,555.75	$35,111.50
6010-6004	CCTV MOUNT (POLE)	EACH	20	$397.24	$7,944.80
6010-6008	CCTV MOUNT (PENDANT)	EACH	16	$397.24	$6,355.84
6016-6006	ITS MULTI-DUCT CND (PVC-40)	LINEAR FOOT	135055	$42.31	$5,714,177.05
6016-6009	ITS MULTI-DUCT CND (PVC-40)(STL ENCSE)	LINEAR FOOT	150	$163.39	$24,508.50
6016-6010	ITS MULTI-DUCT CND (PVC-80)	LINEAR FOOT	10905	$43.61	$475,567.05
6016-6011	ITS MULTI-DUCT CND (PVC-80)(BORE)	LINEAR FOOT	595	$34.14	$20,313.30
6016-6013	ITS MULTI-DUCT CND (RMC)	LINEAR FOOT	7055	$166.00	$1,171,130.00
6016-6015	FIBER OPTIC CABLE ROAD MARKER	EACH	403	$126.44	$50,955.32
6016-9001	ITS MULTI-DUCT CND (PVC-40)(STL ENCSE)	LINEAR FOOT	2515	$145.63	$366,259.45

6025-6001	RADAR PRESENCE DETECTOR	EACH	4	$8,284.25	$33,137.00
6029-6001	RADAR VEHICLE SENSING DEVICE	EACH	43	$10,518.56	$452,298.08
6057-6001	RADAR ADVANCED DETECTION DEVICE	EACH	4	$8,284.25	$33,137.00
6062-6005	ITS RADIO (SNGL)(900 MHZ)-C-O	EACH	1	$2,882.06	$2,882.06
6062-6006	ITS RADIO (SNGL)(900 MHZ)-C-U	EACH	3	$2,835.25	$8,505.75
6064-6003	ITS POLE (20 FT)(130 MPH)	EACH	25	$11,160.82	$279,020.50
6064-6048	ITS POLE (55 FT)(130 MPH)	EACH	21	$23,762.16	$499,005.36
6064-6084	ITS POLE MNT CAB (TY 2)(CONF 2)	EACH	69	$7,238.62	$499,464.78
6120-6001	DEAD END ROADWAY BARRICADE	LINEAR FOOT	24	$50.70	$1,216.80
6186-6006	ITS GND BOX(PCAST) TY 1 (243660)W/APRN	EACH	238	$5,702.91	$1,357,292.58
6186-6012	ITS GND BOX(PCAST) TY 2 (366060)W/APRN	EACH	165	$8,409.87	$1,387,628.55
7031-9001	BY-PASS PUMPING (IRRIGATION CANAL)	LUMP SUM	2	$604,421.32	$1,208,842.64
HCRMA 3541-01-01	EXCAVATION	CUBIC YARD	31290	$2.84	$88,863.60
HCRMA 3541-01-02	COMPACTED FILL	CUBIC YARD	587256	$7.13	$4,187,135.28
HCRMA 3541-01-03	TOP SOIL	CUBIC YARD	25115	$2.91	$73,084.65
HCRMA 6065-08-01	GATEWELL STRUCTURE	EACH	3	$100,000.00	$300,000.00
HCRMA 6068-09-01	SLUICE GATE	EACH	2	$75,000.00	$150,000.00
HCRMA 9079-90-01	VEHICULAR GATE	EACH	2	$5,000.00	$10,000.00
HCRMA-ITS-01-1	TRAFF MGT CENTER ELECTRONICS & SOFTWARE	LUMP SUM	1	$156,561.68	$156,561.68
HCRMA-ITS-02-1	CCTV ITS POLE FIELD EQUIPMENT (DIGITAL)	EACH	20	$6,867.91	$137,358.20
HCRMA-ITS-02-2	CCTV DOME TRAFFIC SIGNAL POLE FIELD EQUIP (DIGITAL)	EACH	16	$5,717.64	$91,482.24
HCRMA-ITS-03	LIGHTNING PROTECTION	LUMP SUM	18	$15,399.55	$277,191.90

HCRMA-ITS-04-01	BLUETOOTH DETECTION SYSTEM (SINGLE LANE)	EACH	27	$7,541.24	$203,613.48
HCRMA-ITS-04-02	BLUETOOTH DETECTION SYSTEM (MULTIPLE LANES)	EACH	4	$7,541.25	$30,165.00
HCRMA-ITS-05-1	LED DYNAMIC MESSAGE SIGN FULL MATRIX FIELD EQUIP	EACH	4	$138,414.99	$553,659.96
HCRMA-ITS-07-1	ITS SYSTEM INTEGRATION	LUMP SUM	1	$25,971.80	$25,971.80
409-6004	PRESTR CONC PIL (24 IN SQ)	LINEAR FOOT	924	$172.79	$159,657.96
464-6061	RC PIPE (CL IV) (30") (SPL)	LINEAR FOOT	249	$88.64	$22,071.36
					Subtotal: $295,932,420.25

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E. BID

To: Hidalgo County Regional Mobility Authority
Attn: Pilar Rodriguez, P.E.
203 W. Newcombe Ave,
Pharr, Texas 78577

Directors:

I/we, the undersigned, declare:

1. that I/we have carefully examined the Plans, Standard Specifications, Special Provisions, and all other documents pertaining to this Contract which form a part of this Bid as if set forth at length herein;
2. that I/we understand that the quantities of items shown herein below are approximate only;
3. that I/we have examined the location of the proposed work;
4. that I/we agree to bind myself/ ourselves, upon award to me/us by Hidalgo County Regional Mobility Authority under this Bid, to enter into and execute a Contract, with the necessary bonds, for the project named above;
5. that I/we agree to start work not later than the date stated in the written Notice to Proceed, to furnish all necessary materials, provide all necessary labor, equipment, tools and plant, pay for all required insurance, bonds, permits, fees and service, and do all required work in strict compliance with the terms of all documents comprising said Contract, and to substantially complete the entire project within one thousand two hundred sixty four (1264) calendar days after initial notice to proceed (NTP) and up to an additional sixty (60) calendar days for Final Acceptance; and
6. that I/we agree to accept as full compensation for the satisfactory prosecution of this project the attached unit price bid resulting in the Official Total Bid Amount for the various scheduled items of work.

The quantities shown in the electronic schedule of items (provided in the online bid system hosted by CivCAST on behalf of the Authority) are derived from the estimate and quantity (E&Q) sheets contained in the final construction plans. Hidalgo County Regional Mobility Authority may increase or decrease the amount of any item or portion of the work as may be deemed necessary or expedient. Any increase or decrease in the amount of any item or portion of work will be added or deducted from the total contract bid price on the basis of the unit price provided and the associated quantity for that specific item or work. Hidalgo County Regional Mobility Authority reserves the right to delete, in whole or in part, without prejudice prior to the award of the Contract, any items listed in the Bid.

The cost of any work performed, materials furnished, services provided or expenses incurred, whether or not specifically delineated in the Contract document but which are incidental to the scope, intent and completion of this Contract, have been included in the price Bid for the various items scheduled hereinabove.

Accompanying this Bid is a Bid Guaranty consisting of either a Bid Guaranty Check in the amount of at least five percent (5%) of the Total Bid Amount or a Bid Bond (on the form provided) in the amount of at least five percent (5%) of the Total Bid Amount. The Bid Guarantee Check is a cashier's check, money order, or teller's check issued by a state or national bank, savings and loan association, or a state or federally chartered credit union and made payable to Hidalgo County Regional Mobility Authority. The Bid Guarantee Check is dated on or before the letting date and is less than ninety (90) days old. It is hereby understood and agreed that said check or bond is to be forfeited as liquidated damages in the event that, on the basis of this Bid, Hidalgo County Regional Mobility Authority should award this Contract to me/us and that I/we should fail to execute and deliver said Contract and the prescribed Contract Bond, together with the required progress schedule, proof of proper insurance coverage and other necessary documents, all within the fifteen (15) calendar days after award of the contract; otherwise, said check or bond is to be returned to the undersigned.

BIDDER'S CHECK RETURN

IMPORTANT

The space provided for the return address must be completed to facilitate the return of your Bidder's check. Care must be taken to provide a legible, accurate, and complete return address, including zip code. A copy of this sheet should be used for each different return address.

NOTE

Successful Bidder will receive their guaranty check(s) with the executed contract.

RETURN BIDDER'S CHECK TO (PLEASE PRINT):

_____

_____

_____

IMPORTANT

PLEASE RETURN THIS SHEET IN ITS ENTIRETY

Please acknowledge receipt of this check(s) at your earliest convenience by signing below in longhand, in ink, and returning this acknowledgement in the enclosed self-addressed envelope.

Check Received By: _____

Date:_____

Title:_____

For (Contractor's Name): _____

Project _____

HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

Business Name of Bidder PULICE CONSTRUCTION, INC.

Type of Organization:

- Individual ☐
- Partnership ☐
- Corporation ☒
- Company ☐

Texas Business Entity Registration No.: 18602595532

Or

Texas Foreign Entity Registration No.: _____

Address of Bidder: 8660 E Hartford Drive, Suite 305 Scottsdale, AZ 85255

Signature of Authorized Representative: _____

Title: PRESIDENT

Date: 10/07/2021

Witness or Attest _____ (Affix C

NOTE:

1. ONLY A TXDOT PREQUALIFIED BIDDER MAY USE THIS BIDDING FORM. BIDDING FORMS ARE NOT TRANSFERABLE.
2. REFER TO SPECIFICATION ITEM 2L: SECTION 2 "ELIGIBILITY OF BIDDERS" FOR DEFINITION OF PREQUALIFICATION.
3. IF BIDDER IS A JOINT VENTURE, **EACH MEMBER OF THE JOINT VENTURE MUST SEPARATELY COMPLETE AND SIGN THIS BID.**

F. ATTACHMENTS

ATTACHMENT A – BIDDER CERTIFICATE

The undersigned certifies that the Bid prices contained in this Bid have been carefully checked and are submitted as correct and final and if NTP is issued within one hundred sixty (160) days of bid opening, agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications; provided, that Bid prices shall not be guaranteed for more than one hundred sixty (160) days.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of TEXAS this day Personally appeared VICTOR JIMENEZ who, after having first been duly sworn, upon oath did depose and say; That the foregoing Bid submitted by PULICE CONSTRUCTION, INC. hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said Bid has been duly authorized to execute the same. Bidder affirms that it is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other separate Bidder. The Bidder further affirms that Bidder is not a member of any trust, pool, or combination to control the price of products or services Bid on, or to influence any person to Bid or not to Bid thereon. The Bidder additionally affirms that the Bidder has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted Bid. Finally, the Bidder affirms that the contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

Name and Address of Bidder:

VICTOR JIMINEZ

Phone Number (602) 944.2241

8660 E HARTFORD DRIVE, SUITE 305

Fax Number (602) 943.4697

SCOTTSDALE, AZ 85255

Email vmjimeneza@pulice.com

Signature

Name: VICTOR JIMENEZ Title: PRESIDENT

SWORN TO AND SUBSCRIBE BEFORE ME THIS 7th day of October 2021.

Notary Public in and for County

Arizona

State

DAWN D BAXTER
Notary Public - Arizona
Maricopa County
My Comm. Expires Feb 19, 2022

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL JOINT VENTURE MEMBERS.

ATTACHMENT B – NO CONTACT CERTIFICATE

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY EXPRESSLY REQUESTS THAT BIDDERS NOT DISCUSS THIS ENGAGEMENT OR THIS BIDDER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER BIDDERS OR ANY HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BOARD MEMBER, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY. EXCLUDED ARE PRE-BID OR DBE CONFERENCES, EVALUATION COMMITTEE SCHEDULED BIDDER PRESENTATIONS OR BIDDER INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS.

Since 08/01/2021 has any individual with the Bidder submitting this Proposal/Bid/Response made any contact with any HCRMA Board Member (listed on the next page), or an Evaluation Committee member (listed on the next page) concerning this Invitation to Bid, other than questions to the General Engineering Consultant?

NO

Since 08/01/2021 has any individual with the Bidder submitting this Proposal/Bid/Response made any contact with any other Bidder concerning this Invitation to Bid?

NO

Signature of person submitting this Bid: _____ Date: 10/07/2021

Hidalgo County Regional Mobility Authority Board Members:

S. David DeAnda - Chairman

Forrest Runnels - Vice Chairman

Joaquin Spamer - Director

Alonzo Cantu - Director

Paul S. Moxley - Director

Francisco "Frank" Pardo - Director

Ezequiel Reyna, Jr. – Secretary/Treasurer

Evaluation Committee Members:

Pilar Rodriguez, PE – HCRMA, Executive Director

Eric Davila, PE, PMP, CCM – HCRMA, Chief Development Engineer

Ramon Navarro, IV, PE, CFM – HCRMA, Chief Construction Engineer

Celia Gaona, CIA – HCRMA, Chief Auditor / Compliance Officer

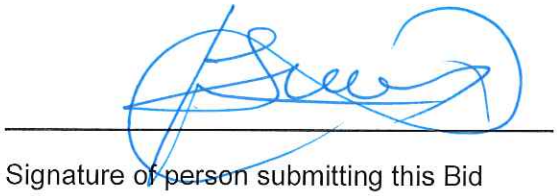
Samuel Saldivar, Jr., PE – HDR, Engineering, Inc., General Engineering Consultant

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

ATTACHMENT C – DELINQUENT TAX QUESTIONNAIRE

BIDDER represents and warrants that BIDDER, including any of its partners, members, or owners, is not delinquent in the payment of any taxes owed to Hidalgo County or the State of Texas.



Signature of person submitting this Bid

Date: 10/07/2021

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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ATTACHMENT D – CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

NONE

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NONE

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

NONE

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

NONE

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

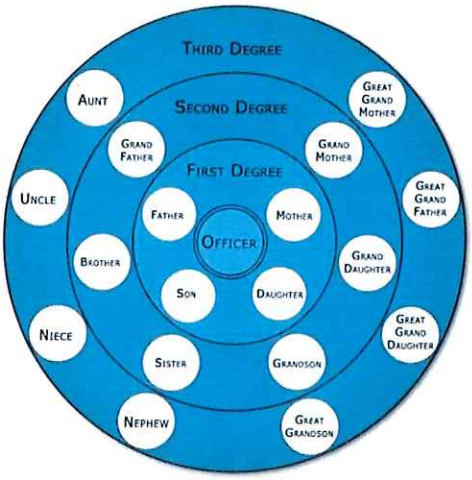
Signature of vendor doing business with the governmental entity

10/07/2021
Date

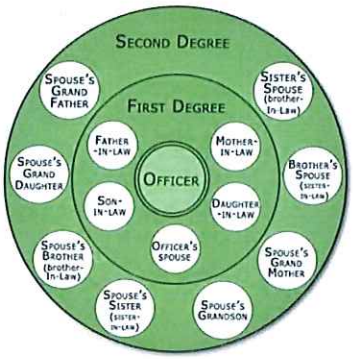
Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

8. Does any individual with the Bidder have any business relationship with any Hidalgo County Regional Mobility Authority Board Member, Official or employee within the third degree of Consanguinity kinship or the second degree of Affinity kinship (as defined by Texas Local Government Code, Section 573.021 and the Consanguinity and Affinity Relationship Chart below)? **YES** ☐ / **NO** ☒

IF DISCLOSING: BIDDER MUST ALSO FILE WITH THE COUNTY CLERK'S OFFICE AS THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY WILL NOT BE FILING ON THE BIDDER'S BEHALF.



CONSANGUINITY KINSHIP
Relationship by Blood



AFFINITY KINSHIP
Relationship by Marriage

Signature of person submitting this Bid: _____ Date: 10/07/2021

THIS FORM MUST BE RETURNED WITH YOUR BID
THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

ATTACHMENT E – ADDITIONAL CONFLICT OF INTEREST INFORMATION

1. Business Relationships: The Hidalgo County Regional Mobility Authority (HCRMA) has adopted a conflict of interest policy which generally requires disclosure of any business relationships with HCRMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy, the list of Board Members and Key Personnel, and the Conflict of Interest Questionnaire can be obtained from the HCRMA website under the "Forms" section (www.hcrma.net/forms.html) and should be returned with your bid. Any subconsultants to the Bidder shall adhere to this policy and provide any required disclosures. This requirement is in addition to the Form CIQ provided as Attachment D.

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

3. Direct and Indirect Interest: During the term of the Agreement, the Bidder, including any of its principals, will have no undisclosed interest, direct or indirect, that would conflict in any manner or degree with the performance of Bidder's obligations under the agreement, including, but not limited to, ownership of property in the right-of-way of any of the independent projects of the Hidalgo County Roadway System. The Bidder warrants that, in the performance of the Agreement, the Bidder shall not employ any person, or subcontractor with any entity, having such known, undisclosed interest.

Signature of person submitting this Bid

10/07/2021
Date

THIS FORM, THE REFERENCED FORM FROM THE HCRMA WEBSITE, & ANY RELEVANT DISCLOSURE STATEMENTS MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

NONE

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

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

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

NONE _____
Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

NONE

4

_____
Signature of person doing business with the governmental entity

10/07/2021
Date

Adopted 06/29/2007

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ATTACHMENT F

Certification Regarding Debarment, Suspension Ineligibility

BIDDER certifies that the responding entity and its principals are eligible to participate in the proposed contract and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the BIDDER is in compliance with the State of Texas statutes and rules relating to procurement and that BIDDER is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

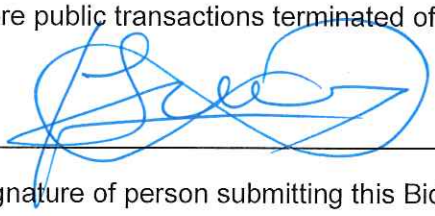
Specifically, as is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three (3)-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three (3)-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.



Signature of person submitting this Bid

10/07/2021

Date

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

DEBARRED VENDOR LIST

The following vendors shown below are debarred from doing business with the State of Texas, effective from the date of debarment for the length of time indicated. Whether they are listed below or not, the debarred vendors include the vendors' successors in interest as defined in Rule §20.102(b)(4).

Last updated: 06/17/21

Vendor ID Number	Vendor Name/Address	Date of Debarment	Length of Debarment
1760677671800	Texas Code Blue 5550 Eastex Fwy, Suite # L Beaumont, TX 77708-5300	October 24, 2016	5 Years
23075463	BRI Supply Inc 9332 N. 95th Way, STE B109 Scottsdale, AZ 85258	April 1, 2021	5 Years

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ATTACHMENT G – DRUG FREE WORKPLACE CERTIFICATION

The BIDDER warrants its compliance with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and represents that it maintains a drug-free work environment. The BIDDER further warrants its compliance with the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 which rule shall be incorporated by reference into any contract with the HCRMA.

Signature of person submitting this Bid

Date: 10/07/2021

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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ATTACHMENT H – NON-DISCRIMINATION CERTIFICATION

The BIDDER agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or regarding, any program or activity funded in whole or in part with funds available under any Contract with the HCRMA.

Signature of person submitting this Bid

Date: 10/07/2021

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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ATTACHMENT I – RECORD RETENTION CERTIFICATION

The BIDDER agrees that if it enters into any contract with the HCRMA, it shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in such contract. The BIDDER warrants that it will retain all such records for a period of four (4) years after the expiration of the contract, or until the HCRMA, TxDOT, or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The BIDDER agrees to grant access to all books, records and documents pertinent to the contract to the HCRMA, TxDOT, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Signature of person submitting this Bid

Date: 10/07/2021

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL JOINT VENTURE MEMBERS.

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G. DISCLOSURE OF LOBBYING ACTIVITIES

CERTIFICATION OF LOBBYING ACTIVITIES

49 CFR Part 20 – Appendix A

CERTIFICATION REGARDING LOBBYING: Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, pursuant to 31 U.S.C. 1352 in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

Signature/Authorized Certifying Official

VICTOR JIMENEZ,, PRESIDENT

Typed Name and Title

PULICE CONSTRUCTION, INC.

Applicant/Organization

10/07/2021

Date Signed

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

CERTIFICATION OF LOBBYING ACTIVITIES

The undersigned certifies, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with their commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature/Authorized Certifying Official	VICTOR JIMENEZ, PRESIDENT Typed Name and Title
PULICE CONSTRUCTION, INC. Applicant/Organization	10/07/2021 Date Signed

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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H. CONTRACTOR'S ASSURANCE

By signing this proposal, the Bidder is giving assurances that all subcontract agreements will incorporate the Standard Specification and Special Provisions to Section 9.9. "Payment Provisions for Subcontractors", all subcontract agreements exceeding $2,000 will incorporate the applicable "Wage Determination Decision", and, all subcontract agreements of $10,000 or more will incorporate the following:

Special Provision	"Certification of Nondiscrimination in Employment" (000-003L)
Special Provision	"Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (000-004L)
Special Provision	"Standard Federal Equal Employment Opportunity Construction Contract Specifications" (000-005L)
Form FHWA 1273	"Required Contract Provisions Federal-aid Construction Contracts" (Form FHWA 1273, May 2012 must also be physically attached to subcontracts and purchase orders of $10,000 or more)

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I. NON-COLLUSION AFFIDAVIT

STATE OF ~~TEXAS~~ ARIZONA

COUNTY OF MARICOPA

I, VICTOR JIMENEZ, of the City of SCOTTSDALE, County of MARICOPA, and State of ARIZONA, being of full age and duly sworn according to law on my oath depose and say:

That I am PRESIDENT (Title) of PULICE CONSTRUCTION, INC. the Bidder making the Bid submitted to Hidalgo County Regional Mobility Authority, on the 13TH day of 20 21, for Contract No. 0921-02-368, Etc. in connection with the 365 Toll Project; that I executed the said Bid with full authority to do so;

The said Bidder has not, directly or indirectly, entered into any combination or arrangement with any person, firm or corporation or entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding or which would increase the cost of construction or maintenance in connection with the said Contract; that no person or agency has been employed or retained to solicit or secure the said Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide full-time employees;

And, that said Bidder is or has been a member of the following highway contractors' association during the preceding twelve (12) months:

NAME OF ASSOCIATION	LOCATION OF PRINCIPAL OFFICE
AGC OF TEXAS	HOUSTON, TEXAS

I further warrant that all statements contained in said Bid and in this Affidavit are true and correct and made with full knowledge that the said Hidalgo County Regional Mobility Authority relies upon the truth of the statements contained in said Bid and in this Affidavit in awarding the said Contract.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 7th DAY OF October, 2021.

Dawn D Baxter
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Feb 19, 2022

BY: _____
PERSON SIGNING BID

PRINT NAME: VICTOR JIMENEZ

TITLE: PRESIDENT

DAWN D BAXTER
Notary Public - Arizona
Maricopa County
My Comm. Expires Feb 19, 2022

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

J. CHILD SUPPORT STATEMENT

Under Section 231.006, Family Code, the Bidder certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

STATE OF TEXAS CHILD SUPPORT BUSINESS OWNERSHIP FORM

County: Hidalgo Project Name: 365 Toll

TxDOT CSJ: 0921-02-368 LG Project Number: 2021-365 Toll-1

Business Entity Submitting Bid: PULICE CONSTRUCTION, INC.

Section 231.006, Family Code, requires a Bid for a contract paid from state funds to include the names and social security number of individuals owning twenty five percent (25%) or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning twenty five percent (25%) or more of the business.

Name	Social Security Number

2. Please check the box below if no individual owns twenty five percent (25%) or more of the business.

☒ No individual own twenty five percent (25%) or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the Bidder certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by the HCRMA. With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

Signature

10·7·2021
Date

VICTOR JIMENEZ
Printed Name

IF THIS PROJECT IS A JOINT VENTURE, ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

K. DBE REQUIREMENTS

CONTROL: 0921-02-368

PROJECT: 365 TOLL

CORRIDOR: 365 TOLL

COUNTY: HIDALGO

The following goal for disadvantaged business enterprises is established:

DBE – 6%

Certification of DBE Goal Attainment

By signing the proposal, the Bidder certifies that the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that the Bidder will provide a good faith effort to substantiate the attempt to meet the goal.

Failure to comply commitments to meet the stated goal or provide a satisfactory good faith effort will be considered a breach of the requirements of the proposal. As a result, the Bid Guaranty or Bid Bond of the bidder will become property of the Hidalgo County Regional Mobility Authority and the Bidder will be excluded for rebidding on the project when it is re-advertised.

In order to meet the five (5) day rule, the Authority will require a DBE Utilization Plan (including TxDOT Form SM-4901 signed by all parties or TxDOT Form 4000 to demonstrate a good faith effort) to be submitted no later than 5:00 P.M. Central Standard Time on Thursday October 14, 2021 by email to contact@hcrma.net and fax 956-468-2176 along with a follow-up confirmation call to 956-402-4763 to confirm receipt (as outlined in Special Provision 000-394L, Section 2.3.3 and Special Provision 002-011L, Article 2.14) in the form of a letter from the Bidder complete with an attachment showing the Proposed Contract Amount (Bid Amount), total DBE Amount (% of the Bid Amount), and a table with the DBE Subcontractor or Supplier, DBE Contract Amount, and overall DBE % Utilization (based on the Bid amount) – the general format of such letter is conveyed in the following page.

[ON COMPANY / JOINT VENTURE LETTER HEAD]

[DATE]

Pilar Rodriguez, PE
HCRMA Executive Director
203 W. Newcombe Ave,
Pharr, Texas 78577

RE: DBE Utilization Plan for the HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGS. 1 AND 2 CSJ: 0921-02-368 (365 Toll)

Dear Mr. Rodriguez,

Enclosed is the DBE Utilization Plan, Form SMS-4901 (or, if DBE goal cannot be met, then Form 4000, Good Faith Effort) for your review and approval. The Bid is in compliance with the six percent (6%) DBE requirement set forth in the Bid proposal documents.

Proposed Contract Amount (Bid Amount)

Total DBE Amount (% of the Bid Amount)

DBE Name	Contractor or Supplier	Item(s)	DBE Contract Amount	DBE % Utilization
[ADD ROWS AS NECESSARY]				

[Add signature block and required form(s) to complete letter/utilization plan for Bid proposal.]

Failure to include a DBE Utilization Plan will result in a proposal being non-responsive. The HCRMA will not receive a non-responsive bid. A Bidder or affiliate of a Bidder that was originally determined as the apparent low Bidder on a project, but was deemed non-responsive, for failure to submit a DBE Utilization Plan is prohibited from rebidding this specific project.

PULICE

Central Division
2050 W. Sam Houston Parkway
South, Suite 1100
Houston, TX 77042

713.324.4045

PULICE.com

October 14. 2021

Pilar Rodriguez, PE
HCRMA Executive Director
203 W. Newcombe Ave.
Pharr, Texas 78577

RE: DBE Utilization Plan for the HCRMA BID #2021-001 FOR THE 365 TOLLWAY SEGS. 1 AND 2 CSJ: 0921-02-368 (365 Toll)

Dear Mr. Rodriguez,

Enclosed is the DBE Utilization Plan, Form SMS-4901 for your review and approval. The Bid is in compliance with the six percent (6%) DBE requirement set forth in the Bid proposal documents.

Proposed Contract Amount $ 295,932,420.25

Total DBE Amount 6.0%

DBE Name	Contractor or Supplier	Item(s)	DBE Contract Amount	DBE % Utilization
A&A Construction	Contractor	Landscape Pavers	$ 595,623.60	0.20%
A.H. Beck / Certified Placers	Contractor	Drill Shafts	$ 320,492.84	0.11%
Izaguirre Construction	Contractor	Riprap & Rail	$ 10,082,068.43	3.41%
Choctaw Erectors	Contractor	STR Steel (Plate Girder)	$ 6,760,320.00	2.28%
			$ 17,758,504.87	**6.00%**

Victor Jimenez, President
Pulice Construction, Inc.

Disadvantaged Business Enterprise (DBE) Program
Commitment Agreement Form

This commitment is subject to the award and receipt of a signed contract from the Texas Department of Transportation for the subject project.

Project #: DMO 2013 (420)	County: Hidalgo	Contract-CSJ: 0921-02-368

Items of work to be performed (attach a list of work items if more room is required):

Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
528-6004	LANDSCAPE PAVERS	SY	$46.80	12,727	$595,623.60
				Total	$595,623.60

The contractor certifies by signature on this agreement that subcontracts will be executed between the prime contractor and the DBE subcontractors as listed on the agreement form. If a DBE Subcontractor is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the Contract DBE Special Provision.

IMPORTANT: The signatures of the prime contractor and the DBE, and the total commitment amount must always be on the same page.

Prime Contractor: Pulice Construction	Name/Title (please print): Brent Spradling / Chief Estimator
Address: 2050 W. Sam Houston Parkway South, Suite 1100, Houston, TX 77042	Signature: B Spradling
Phone: 713-324-4045 Fax:	Date: 10/13/2021
E-mail: bspradling@pulice.com	
DBE: A&A Construction	Name/Title (please print): Hector Garcia / Estimator
Vendor No.: 30666	
Address: P.O. Box 202212, Arlington, TX 76006	Signature:
Phone: 817-267-2757 Fax: 817-267-2887	
E-mail: Hector@aaconstructionco.com	Date: 10/13/2021
Subcontractor (if the DBE will be a second tier sub):	Name/Title (please print):
Address:	Signature:
Phone: Fax:	
E-mail:	Date:

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

To ensure prompt and efficient handling of your project file we are requesting that all commitments to be presented to the Office of Civil Rights, using this basic format.

Contact/Help

Disadvantaged Business Enterprise (DBE) Program
Commitment Agreement Form

This commitment is subject to the award and receipt of a signed contract from the Texas Department of Transportation for the subject project.

Project #: DMO 2013 (420)	County: Hidalgo	Contract-CSJ: 0921-02-368

Items of work to be performed (attach a list of work items if more room is required):

Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
					SEE ATTACHED
				Total	$320,492.84

The contractor certifies by signature on this agreement that subcontracts will be executed between the prime contractor and the DBE subcontractors as listed on the agreement form. If a DBE Subcontractor is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the Contract DBE Special Provision.

IMPORTANT: The signatures of the prime contractor and the DBE, and the total commitment amount must always be on the same page.

Prime Contractor: Pulice Construction	Name/Title (please print): Brent Spradling / Chief Estimator
Address: 2050 W. Sam Houston Parkway South, Suite 1100, Houston, TX 77042	Signature: B Spradling
Phone: 713-324-4045 Fax:	
E-mail: bspradling@pulice.com	Date: 10/14/2021
DBE: Certified Placers, LLC	Name/Title (please print): Jose Castillo / Owner
Vendor No.: 21719	
Address: P.O. Box 367, La Feria, TX 78559	Signature:
Phone: 956-525-3806 Fax:	
E-mail: carlos@certifiedplacers.com	Date: 10-14-21
Subcontractor (if the DBE will be a second tier sub): A.H. Beck Foundation Co., Inc.	Name/Title (please print): Matthew Ewald - Chief Estimator
Address: 9014 Green Rd., Converse, TX 78109	Signature: Matthew Ewald
Phone: 210-342-5261 Fax:	
E-mail: matt.ewald@ahbeck.com	Date: 10-14-2021

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

To ensure prompt and efficient handling of your project file we are requesting that all commitments to be presented to the Office of Civil Rights, using this basic format.

Contact/Help

CSJ: 0921-02-368 PROJECT: DMO 2013 (420) COUNTY: HIDALGO

BID ITEM #	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	QUANTITY	TOTAL PER ITEM
416-6001	DRILL SHAFT (18 IN)	LF	$ 1.94	1,082.00	$ 2,099.08
416-6004	DRILL SHAFT (36 IN)	LF	$ 7.07	12,524.00	$ 88,544.68
416-6005	DRILL SHAFT (42 IN)	LF	$ 9.82	8,552.00	$ 83,980.64
416-6008	DRILL SHAFT (60 IN)	LF	$ 20.85	3,148.00	$ 65,635.80
416-6010	DRILL SHAFT (72 IN)	LF	$ 27.58	1,882.00	$ 51,905.56
416-6012	DRILL SHAFT (84 IN)	LF	$ 40.01	708.00	$ 28,327.08
				27,896.00	$ 320,492.84

Texas Department of Transportation

Disadvantaged Business Enterprise (DBE) Program Commitment Agreement Form

This commitment is subject to the award and receipt of a signed contract from the Texas Department of Transportation for the subject project.

Project #: DMO 2013 (420)	County: Hidalgo	Contract-CSJ: 0921-02-368

Items of work to be performed (attach a list of work items if more room is required):

Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
					SEE ATTACHED
				Total	$10,082,068.43

The contractor certifies by signature on this agreement that subcontracts will be executed between the prime contractor and the DBE subcontractors as listed on the agreement form. If a DBE Subcontractor is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the Contract DBE Special Provision.

IMPORTANT: The signatures of the prime contractor and the DBE, and the total commitment amount must always be on the same page.

Prime Contractor: Pulice Construction	Name/Title (please print): Brent Spradling / Chief Estimator
Address: 2050 W. Sam Houston Parkway South, Suite 1100, Houston, TX 77042	Signature:
Phone: 713-324-4045 Fax:	
E-mail: bspradling@pulice.com	Date: 10/13/2021
DBE: Izaguirre Construction	Name/Title (please print):
Vendor No.: 24903	Osbaldo Izaguirre
Address: 2527 North Lane, Weslaco, TX 78599	Signature:
Phone: 956-463-3011 Fax:	
E-mail: izaguirreconstruction956@gmail.com	Date: 10/13/2021
Subcontractor (if the DBE will be a second tier sub):	Name/Title (please print):
Address:	Signature:
Phone: Fax:	
E-mail:	Date:

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

To ensure prompt and efficient handling of your project file we are requesting that all commitments to be presented to the Office of Civil Rights, using this basic format.

Contact/Help

CSJ: 0921-02-368 PROJECT: DMO 2013 (420) COUNTY: HIDALGO

BID ITEM #	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	QUANTITY	TOTAL PER ITEM
420-6066	CL C CONC (RAIL FOUNDATION)	CY	$ 431.00	28.00	$ 12,068.00
420-9010	CL C CONC (RAIL FOUNDATION)SPL	CY	$ 431.00	119.00	$ 51,289.00
432-6001	RIPRAP (CONC)(4 IN)	CY	$ 360.00	10,828.30	$ 3,898,188.00
432-6002	RIPRAP (CONC)(5 IN)	CY	$ 360.00	477.00	$ 171,720.00
432-6003	RIPRAP (CONC)(6 IN)	CY	$ 360.00	481.00	$ 173,160.00
432-6009	RIPRAP (CONC) (CL B) (4")	CY	$ 360.00	42.51	$ 15,303.60
432-6044	RIPRAP (CONC)(FLUME)	CY	$ 360.00	719.00	$ 258,840.00
432-6045	RIPRAP (MOW STRIP)(4 IN)	CY	$ 360.00	3,280.44	$ 1,180,958.40
450-6023	RAIL (TY SSTR)	LF	$ 47.75	44,647.70	$ 2,131,927.68
450-6054	RAIL (TY SSTR) (W/DRAIN SLOTS)	LF	$ 57.00	100.00	$ 5,700.00
450-9001	RAIL (TY SSTR) (W/DRAIN SLOTS)SPL	LF	$ 57.00	848.00	$ 48,336.00
450-9002	RAIL (TY SSTR) SPL	LF	$ 57.00	240.00	$ 13,680.00
514-6001	PERM CTB (SGL SLOPE) (TY 1) (42)	LF	$ 62.00	3,458.00	$ 214,396.00
514-6004	PERM CTB (SGL SLOPE) (TY 4) (42)	LF	$ 64.00	10.00	$ 640.00
514-6005	PERM CTB (SGL SLOPE) (TY 1) (48)	LF	$ 75.00	10,082.00	$ 756,150.00
529-6002	CONC CURB (TY II)	LF	$ 12.50	2,084.00	$ 26,050.00
529-6006	CONC CURB (MONO) (TY II A)	LF	$ 14.75	613.00	$ 9,041.75
529-6024	CONC CURB (MOUNTABLE)	LF	$ 13.00	5,026.00	$ 65,338.00
529-6028	CONC CURB & GUTTER (TY B) (MOUNTABLE)	LF	$ 13.75	8,121.00	$ 111,663.75
529-6030	CONC CURB & GUTTER (VALLEY GUTTER)	LF	$ 28.00	640.00	$ 17,920.00
529-6031	CONC CURB & GUTTER (VALLEY GUTTER)(48")	LF	$ 45.00	19,219.00	$ 864,855.00
531-6001	CONC SIDEWALKS (4")	SY	$ 38.25	341.00	$ 13,043.25
531-6004	CURB RAMPS (TY 1)	EA	$ 1,100.00	8.00	$ 8,800.00
531-6008	CURB RAMPS (TY 5)	EA	$ 1,100.00	1.00	$ 1,100.00
531-6010	CURB RAMPS (TY 7)	EA	$ 1,100.00	3.00	$ 3,300.00
531-6015	CURB RAMPS (TY 20)	EA	$ 1,100.00	26.00	$ 28,600.00
					$ 10,082,068.43

Disadvantaged Business Enterprise (DBE) Program
Commitment Agreement Form

This commitment is subject to the award and receipt of a signed contract from the Texas Department of Transportation for the subject project.

Project #: DMO 2013 (420)	County: Hidalgo	Contract-CSJ: 0921-02-368

Items of work to be performed (attach a list of work items if more room is required):

Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
422-6001	STR STEEL (PLATE GIRDER)	LB	$2.306	2,931,330.00	$6,760,320.00
				Total	$6,760,320.00

The contractor certifies by signature on this agreement that subcontracts will be executed between the prime contractor and the DBE subcontractors as listed on the agreement form. If a DBE Subcontractor is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the Contract DBE Special Provision.

IMPORTANT: The signatures of the prime contractor and the DBE, and the total commitment amount must always be on the same page.

Prime Contractor: Pulice Construction	Name/Title (please print): Brent Spradling / Chief Estimator
Address: 2050 W. Sam Houston Parkway South, Suite 1100, Houston, TX 77042	Signature: Brent Spradling
Phone: 713-324-4045 Fax:	
E-mail: bspradling@pulice.com	Date: 10/13/2021
DBE: Choctaw Erectors	Name/Title (please print):
Vendor No.: 81864	KEVIN BALL PRESIDENT
Address: P.O. Box 420, Decatur, TX 76234	Signature:
Phone: 972-790-2255 Fax:	
E-mail: kevinb@choctawerectors.com	Date: 10/14/21
Subcontractor (if the DBE will be a second tier sub):	Name/Title (please print):
Address:	Signature:
Phone: Fax:	
E-mail:	Date:

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To ensure prompt and efficient handling of your project file we are requesting that all commitments to be presented to the Office of Civil Rights, using this basic format.

Contact/Help

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L. BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that Pulice Construction, Inc. 8660 E Hartford Dr., Scottsdale, AZ 85255, as Principal/Contractor, and Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116, as Surety, legally authorized to do business in the State of Texas, are held and firmly bounded unto the Hidalgo County Regional Mobility Authority, as Authority, in the amount of at least FIVE PERCENT (5%) OF THE TOTAL BID AMOUNT, on which the Contract is awarded lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents:

WHEREAS, the Contractor is herewith submitting its Bid for Contract No. 0921-02-368, entitled 365 Toll Project; and

NOW, THEREFORE, the condition of this obligation is such, that if the Contractor shall be awarded the Contract upon said Bid and shall, within twenty (20) calendar days after the date of written notice of such award, enter into and deliver a signed Contract and the prescribed Performance Bond for the faithful performance of the Contract, together with the required proof of proper insurance coverage and other necessary documents, then this obligation shall be null and void; otherwise, to remain in full force and effect and in accordance with the terms of such Bid, this bond shall become the property of the Authority, without recourse of the Contractor and/or Surety, not as a penalty but as liquidated damages.

The Bid bond is affixed as an electronic scan at the time of submittal of the Bid proposal to CivCAST, and a hard copy will be provided to the Authority within one (1) business day of submittal of the Bid proposal.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

Signed and Sealed this 13th day of October, 2021.

Principal/Contractor:

Pulice Construction, Inc.
Business Name

Address

Witness or Attest:

by: HR Director
Title

(Affix Corporate Seal)

Surety:

Liberty Mutual Insurance Company
Business Name

175 Berkeley Street, Boston, MA 02116
Address

Witness or Attest:

Marisol Mojica
Marisol Mojica, Witness as to Surety

by: Krystal L. Stravato, Attorney-In-Fact
Title

(Attach evidence of
power of attorney)
(Affix Corporate seal here)

ACKNOWLEDGEMENT OF CONTRACTOR - IF A CORPORATION

STATE OF Arizona

COUNTY OF Maricopa

ON THE 13th DAY OF October, 2021 BEFORE ME PERSONALLY APPEARED Victor Jimenez TO BE KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE President OF Pulice Construction, Inc. THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

DAWN D BAXTER
Notary Public - Arizona
Maricopa County
My Comm. Expires Feb 19, 2022

Notary Public

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF New Jersey

COUNTY OF Morris

ON THE 13th DAY OF October, 2021 BEFORE ME PERSONALLY APPEARED Krystal L. Stravato TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF Liberty Mutual Insurance Company, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

Notary Public

William A. Drayton Jr.
Notary Public
State of New Jersey
My commission expires April 9, 2026

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205705-985316**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Edward Reilly, Kevin T. Walsh, Jr., Krystal L. Stravato, Marisol Mojica, Michael Marino, Thomas MacDonald

all of the city of Whippany state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of June, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of June, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of October, 2021.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Liberty Mutual. SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2020

Assets

Cash and Bank Deposits	$2,058,007,542
*Bonds — U.S Government	2,209,760,437
*Other Bonds	15,902,755,586
*Stocks	18,517,107,230
Real Estate	193,169,809
Agents' Balances or Uncollected Premiums	6,970,170,469
Accrued Interest and Rents	118,399,147
Other Admitted Assets	12,079,597,645
Total Admitted Assets	**$58,048,967,865**

Liabilities

Unearned Premiums		$8,448,706,991
Reserve for Claims and Claims Expense		23,879,216,613
Funds Held Under Reinsurance Treaties		343,068,613
Reserve for Dividends to Policyholders		1,192,716
Additional Statutory Reserve		77,397,000
Reserve for Commissions, Taxes and Other Liabilities		6,279,510,804
Total		**$39,029,092,737**
Special Surplus Funds	$178,155,102	
Capital Stock	10,000,075	
Paid in Surplus	10,945,045,214	
Unassigned Surplus	7,886,674,737	
Surplus to Policyholders		**19,019,875,128**
Total Liabilities and Surplus		**$58,048,967,865**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2020, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2021.

T A Mikolajewski

Assistant Secretary

M.CONTRACT AGREEMENT

THIS AGREEMENT, made this ____day of _____, 20___, between Hidalgo County Regional Mobility Authority, 203 W. Newcombe Ave, Texas 78577, hereinafter called the Authority and _____, a [state] [type of company] or his, its or their successors, executors, administrators and assigns, hereinafter called the Contractor.

WITNESSETH, that the Contractor agrees with Hidalgo County Regional Mobility Authority for the consideration herein mentioned, and at his, its or their own proper cost and expense, to do all the work and furnish all the materials, equipment, teams and labor necessary to prosecute and complete and to extinguish all liens therefore, Contract No. 0921-02-368, entitled 365 Toll Project, in the manner and to the full extent as set forth in the Plans, Standard Specifications, Governing Specifications, Special Provisions, Bid (for the basis of award stated herein below) and other documents related to said Contract which are on file at the office of Hidalgo County Regional Mobility Authority and which are hereby adopted and made part of this Agreement as completely as if incorporated herein, and to the satisfaction of the Authority or its duly authorized representative who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Agreement.

This Contract is awarded on the basis of the Official Total Bid Amount based on the unit price Bid of _____ dollars and _____Cents ($_____).

In consideration of the foregoing premise, the Authority agrees to pay the Contractor for all items of work performed and materials furnished at the amount of the unit prices Bid prices included therefore in the Bid submitted for this Contract, subject to any percentage reductions in the total Contract amount that may be named in the Bid corresponding to the basis of award stated in the above paragraph, and subject to the conditions set forth in the Specifications.

The Contractor agrees as follows:

a. I/WE will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor.

b. I/WE agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

c. I/WE in any solicitations or advertising for employees placed by or on behalf of itself, will state that it is an equal opportunity employer.

d. Notices and advertisements and solicitations placed in accordance with federal law, rule or regulation, shall be deemed sufficient for the purposes of meeting the requirements of this section.

e. Contract Time - The Work will be Substantially Complete within one thousand two hundred sixty four (1264) calendar days after receipt of the initial Notice to Proceed (“NTP”). "Substantial Completion" is defined as all travel lanes open to traffic as approved by the Authority, and no further work is remaining that requires lane closures affecting the mobility of the traveling public on the facility. When the Project reaches Substantial Completion, the Contractor may issue and sign a "Notification of Substantial Completion" certifying that all work has been substantially completed in accordance with the requirements of this agreement, all governmental approvals, and applicable law. Within a period of fifteen (15) days after receipt of this notification, the Authority will decline or accept the Project as Substantially Complete, and if accepted, the Authority will also perform a Substantial Completion inspection and provide to the Contractor a list of items, if any, to be completed prior to Final Acceptance by the Authority. Time charges will be suspended during the Substantial Completion inspection. The Contractor will be allowed up to an additional sixty (60) calendar days for Final Acceptance.

    1. Contractor acknowledges that actual damages for failure to Substantially Complete the Project in the Contract Time are difficult to quantify. If Contractor fails to complete the work on or before the Contract Time, the Contractor agrees to pay the Authority $16,500 per day as liquidated damages to cover losses, expenses, and damages of the Authority for every Working Day which the Contractor fails to achieve Substantial Completion of the Project.

2. Contractor acknowledges that liquidated damages in the amount of $16,500 per Working Day are reasonable for the scope and consequence of the Project and the actual injury to the Authority for late delivery.

f. Failure by Contractor to fulfill these requirements is a material breach of the Contract, which may result in the termination of this Contract, or such other remedy, as the Authority deems appropriate.

g. All notices to Hidalgo County Regional Mobility Authority shall be sent by certified or registered mail, addressed to: Hidalgo County Regional Mobility Authority Executive Director, 203 W. Newcombe Ave, Texas 78577 or at such other address as the Authority may otherwise designate. All notices to Contractor shall be sent certified or registered mail, addressed to: _____ or at such other address as said Contractor may otherwise designate in writing.

h. This Agreement shall be governed by the laws of the State of Texas and venue shall be in the state district courts of Hidalgo County, Texas.

i. I/WE will comply with the required conduct described in Title 43, Texas Administrative Code, Rule 10.101 Required Conduct, to wit, Contractor will:

1. disclose to the Authority in writing the existence of a conflict of interest involving an agreement between the Contractor and the Authority and adequately remedy the conflict:
    i. before the effective date of this Agreement; or
    ii. if the conflict of interest arises after the effective date of this Agreement, within five (5) working days after the date that Contractor know or should have known of the conflict;
2. refrain from offering, giving, or agreeing to give a benefit to a member of the Authority's Board of Directors or an Authority employee;
3. adhere to all civil and criminal laws related to business;
4. maintain good standing with the comptroller, other state agencies, states, and agencies of the federal government, and local governmental entities with which the Contractor has or has had a business relationship;
5. notify the Authority in writing within five (5) working days after the date that Contractor knows or should have known of the existence of, and must adequately

address:

i. a conviction of, a plea of guilty or nolo contendere to, a civil judgment for or a public admission to a crime or offense related to business by the Contractor;

ii. debarment of the Contractor by the comptroller, another state agency, another state, or an agency of the federal government for a reason related to business integrity; or

iii. any behavior of the Contractor that seriously and directly affects Contractor's responsibility to the Authority and that is also a violation of:

1. the law; or

2. the Authority's or the Texas Department of Transportation's rules / guidelines that relate to the Contractor's dealing with the Authority.

j. I/We assert that Contractor has an internal ethics and compliance program that complies with Title 43, Texas Administrative Code, Rule 10.51 and the Authority's Ethics and Compliance Program.

k. I/We agree to file Form 1295 with the Texas Ethics Commission pursuant to Chapter 46, Texas Ethics Commission Rules.

l. This Contract and performance and payment hereunder is subject to State Auditor review.

m. Notwithstanding any contrary provisions hereunder, Contractor acknowledges that documents created under or pursuant to this Contract must be retained for four (4) years.

n. Contractor agrees that anytime the Authority is an "indemnitee" or "additional insured" under this Contract, the Texas Department of Transportation has the same rights and is also an "indemnitee" or "additional insured."

o. Contractor makes the following representations:

1. Contractor has and shall maintain all required authority, license status, professional ability, skills, and capacity to perform Contractor's obligations under this Contract and shall perform such obligations in accordance with the requirements of the Contract Documents.

2. No consent or approval of, filing with, or notice to any Person is required to be obtained to make Contractor, in connection with its execution, delivery, and performance of this Contract and the Contract Documents, or the consummation

of the transactions contemplated hereby or thereby, which if not obtained or made, would prevent Contractor from performing its obligations hereunder or thereunder.

3. The information, statements, certifications, and materials set forth in the Proposal / Bid are true, complete, and accurate in all material respects are not misleading in any material respect.

4. No bankruptcy event has occurred or is continuing with Contractor. Contractor acknowledges that a bankruptcy event shall result in a default of this Agreement.

5. In entering into this Contract, Contractor has not relied on any representation, warranty, promise, or statement, express or implied, of the Authority or any party acting for or on behalf of the Authority, other than as expressly set out in the Specifications. Contractor has agreed to undertake and complete the Work solely based Contractor's own investigation and examinations.

p. Each of the Contract Documents is an essential part of this Contract. The Contract Documents are intended to be complimentary and to describe and provide for a complete Contract. In the event of any conflict among the Contract Documents, the order of precedence shall be:

1. Change orders, Contract amendments, Contract supplements;
2. This Contract Agreement;
3. The Bid, to the extent that it exceeds the requirements of other Contract Documents;
4. Plans and Specifications;
5. Governing Specifications as modified by any Special Provisions; and
6. Contract Bonds.

q. Contractor shall provide appropriate security for the Project and shall take reasonable precautions and provide protection to prevent damage, injury, or loss to the Work, materials, and equipment to be incorporated therein, as well as all other property at or on the site, whether owned by the Contractor, the Authority, or any other person. Contractor, at no additional cost to Authority, shall maintain, repair, rebuild, restore, or replace all Work, documents, deliverables, materials, equipment, or supplies which are created, purchased, or acquired as part of the Project or for use during construction that is injured or damaged prior to Substantial Completion, unless Contractor retains responsibility for

loss and control of certain elements after Final Acceptance.

r. IN ADDITION TO INDEMNIFICATIONS SPECIFICALLY ADDRESSED IN THE CONTRACT DOCUMENTS, CONTRACTOR SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD THE AUTHORITY, ITS EMPLOYEES, OFFICERS, BOARD MEMBERS, AGENTS, CONSULTANTS, AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY ALL LOSSES ARISING OUT OF RELATING TO OR RESULTING FROM: (I) THE BREACH OR ALLEGED BREACH OF THIS CONTRACT OR ANY CONTRACT DOCUMENTS; (II) THE FAILURE OR ALLEGED FAILURE BY ANY MEMBER OF THE CONTRACTOR, INCLUDING ITS SUBCONTRACTORS, TO COMPLY WITH ANY APPLICABLE LAWS OR GOVERNMENTAL APPROVALS; (III) THE ACTS, OMISSIONS, NEGLIGENCE, RECKLESSNESS, WILLFUL MISCONDUCT, BREACH OF CONTRACT OR LAW BY CONTRACTOR OR ITS SUBCONTRACTORS; (IV) ANY AND ALL CLAIMS BY ANY GOVERNMENTAL ENTITY CLAIMING TAXES BASED ON GROSS RECEIPTS, PURCHASES OR SALES, USE OF PROPERTY OR INCOME OF CONTRACTOR OR ITS SUBCONTRACTORS WITH RESPECT TO ANY PAYMENT FOR WORK UNDER THE CONTRACT DOCUMENTS; AND (V) ANY CLAIM, DEMAND, SUIT, PROCEEDING, INVESTIGATION OR CAUSE OF ACTION BROUGHT AGAINST THE AUTHORITY IN CONNECTION WITH ALLEGED WRONGFUL ACTS OR OMISSIONS RELATED TO THE CONSTRUCTION OF THE PROJECT, INCLUDING WITH RESPECT TO CONSTRUCTION ACCIDENTS.

s. In no event shall the Authority, its employees, officers, board members, agents, consultants or representatives be held liable for injury, damage, or death sustained by reason of a defect or want of repair on or within the site during the period Contractor has operation and control of site, nor shall the Authority be liable for any injury, damage, or death cause by the actions, omissions, negligence, willful misconduct, or breach of applicable Law or contract by Contractor. Contractor expressly acknowledges and agrees to Authority's rights under this Contract to take any action with respect to the Project, including the right to review, comment on, disapprove, and/or accept the Work do not create or impose on the Authority any standard or duty of care toward the Contractor or any other Person, all of which are expressly disclaimed.

t. Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action

that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Further, Contractor hereby verifies that it is not engaged in business with Iran, Sudan or terrorist organizations and that it is not a list prepared and maintained by the State of Texas under Texas Government Code, Sections 806.051, 807.051 or 2252.153.

u. In order to protect the Project from early failure, Contractor shall assume responsibility for the actual pavement performance under the Contract specifications for a two (2) year warranty period. Contractor shall not assume any responsibility for the structural design of the Project, but shall be responsible for the mixture design and workmanship. Contractor shall propose a Quality Control Plan to address construction details and procedures. The Authority will evaluate the pavement over the warranty period; final acceptance of the Project with regard to this performance warranty shall not occur until the warranty period has expired.

v. Contractor hereby verifies that it is not subject to a prohibition on contracting with a Texas political subdivision under Chapter 2274, Texas Government Code, and specifically verifies that it (i) does not boycott energy companies and will not boycott energy companies during the term of this Agreement as provided for in that provision and (ii) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association as provided for in that provision.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year written above.

[Signatures to follow].

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____

S. David DeAnda, Jr.
Hidalgo County Regional Mobility Authority Chairman

State of Texas, County of Hidalgo

This instrument was acknowledged before me on the _____ day of _____, 2021 by _____ as Chairman of the Hidalgo County Regional Mobility Authority.

(Personalized Seal)

_____

Notary Public's Signature

Attested By:

_____

Pilar Rodriguez, P.E.
HCRMA Executive Director

EVIDENCE OF CORPORATE AUTHORITY

I,_____, hereby certify that I am Secretary of_____, a [entity] existing under the laws of the State of_____, and that the following resolution was adopted at a meeting of the Board of Directors of the said [Corporation] duly called and held on the___day of_____ _____, 20_____ , and that the same remains in full force and effect:

(Here insert or attach resolution)

I further certify that_____is a corporation duly organized and in good standing in the State of its creation, and is fully authorized to do business in the State of Texas and is in full conformity with the Laws of the State of Texas.

IN WITNESS WHEREOF, I have hereto appended my signature and the seal of the said Corporation on this the_____day of _____, 20_____.

_____

SECRETARY SEAL

State of Texas County, Hidalgo County

This instrument was acknowledged before me on (date) by (name of officer), (title of officer) of (name of corporation acknowledging), a (state of incorporation) corporation, on behalf of said corporation.

(Personalized Seal)

_____
Notary Public's Signature

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N. PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____of the City of_____

County of_____, and State of_____, as Principal

(hereinafter referred to as the "Principal"), and _____

authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as the "Surety"), are held and firmly bound unto Hidalgo County Regional Mobility Authority, (hereinafter referred to as the "Authority"), in the penal sum of _____ Dollars ($_____), lawful money of the United States, well and truly to be paid to Authority, and for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Authority, dated the _____ day of_____, 20_____, to _____ (hereinafter referred to as the "Contract"), attached hereto, and whereas, under the law, said Principal is required before commencing the work provided for in said Contract to execute a bond in the amount of said Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with the plans, specifications, and Contract documents as provided in said Contract, and shall fully indemnify and save harmless the Authority from all costs and damage which the Authority may suffer by reason of Principal's default or failure to do so and shall fully reimburse and repay the Authority all outlay and expense which the Authority may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED FURTHER that the said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same shall, in anyway affect its obligation on this bond. The Surety does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract, or to the work, or to the specifications.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of_____, 20_____.

_____	_____
Principal	Surety
_____	_____
Signature	Signature
_____	_____
Name & Title	Name & Title
_____	_____
Address	Address
_____	_____
(_____)_____	(_____)_____
Phone Number	Phone Number

The name and address of the Resident Agency of Surety is:

_____

_____

(_____)_____ _____

Phone Number SIGNATURE OF LICENSED LOCAL RECORDING AGENT appointed to countersign on behalf of Surety (Required by Article 21.09 of the Insurance Code)

****

I, _____, having executed Bonds

SIGNATURE

for _____do hereby affirm I have

NAME OF SURETY

verified that said Surety is now certified with authority from either: (a) the Secretary of the Treasury of the United States if the project funding includes Federal monies; or (b) the State of Texas if none of the project funding is from Federal sources; and further, said Surety is in no way limited or restricted from furnishing Bond in the State of Texas for the amount and under conditions stated herein.

*NOTE: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Performance Bond in each contract.

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O. PAYMENT BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____of the City of_____

County of_____, and State of_____, as Principal (hereinafter referred to as the "Principal"), and _____ authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as the "Surety"), are held and firmly bound unto Hidalgo County Regional Mobility Authority, (hereinafter referred to as the "Authority"), in the penal sum of _____ Dollars ($_____) lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Authority, dated the _____ day of_____, 20_____, to _____

_____(hereinafter referred to as the "Contract"), which said Contract and the Contract documents incorporated therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein~~.~~, and whereas, under the law, said Principal is required before commencing the work provided for in said Contract to execute a bond in the amount of said Contract solely for the protection of claimants, as defined by the Chapter 2253, Texas Government Code, in the prosecution of the work provided for in said Contract supplying labor and materials, as defined by law, in the prosecution of the work provided for in said Contract, for the use of each such claimant.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to the Principal, his or its heirs, successors, executors, and administrators, or a subcontractor in the prosecution of the work provided for in said Contract and all duly authorized changes to said Contract that may hereafter

be made, then, this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work performed there under, or to the other Contract Documents accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder or to the other Contract Documents accompanying the same.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of_____, 20_____.

_____	_____
PRINCIPAL	Surety
_____	_____
Signature	Signature
_____	_____
Name & Title	Name & Title
_____	_____
Address	Address
_____	_____
(_____)_____	(_____)_____
Phone Number	Phone Number

The name and address of the Resident Agency of Surety is:

_____

_____

(_____)_____ _____

Phone Number

SIGNATURE OF LICENSED LOCAL RECORDING AGENT appointed to countersign on behalf of Surety (Required by Article 21.09 of the Insurance Code)

***NOTE: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.**

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P. WARRANTY BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, that the_____,
a_____, as "Principal" and_____, as "Surety" or as "Co-Sureties", authorized under the laws of the State of Texas to act as Surety on bonds for principals are held and firmly bound unto Hidalgo County Regional Mobility Authority, (hereinafter referred to as the "Authority"), in the penal sum of_____
Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with Hidalgo County Regional Mobility Authority, dated the_____day of_____, 2021 (hereinafter referred to as the "Contract"), which said Agreement, along with the Contract Documents referenced therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal shall promptly and faithfully perform all of its warranty obligations under the Contract Documents, as they may be amended or supplemented, including without limitation the fulfillment of all Warranties, and payment of claims, subcontractors, suppliers, materialmen and mechanics, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, it being expressly understood and agreed that the liability of Surety for any and all claims hereunder shall in no event exceed the Bonded Sum.

The following terms and conditions shall apply with respect to this Bond:

1. The Contract Documents are incorporated by reference herein.
2. Surety's obligations under this Bond shall include the Principal's obligation to pay its subcontractors, suppliers, materialmen and mechanics for warranty-related work or supply.

3. The guarantees contained herein shall survive one year after the final completion of the construction called for in the Contract Documents.

4. Whenever Principal shall be, and is declared by the Hidalgo County Regional Mobility Authority and or representatives to be, in default with respect to its warranty obligations under the Contract Documents, provided that the Hidalgo County Regional Mobility Authority is not then in material default thereunder, Surety shall promptly take one of the following actions with the consent of the Hidalgo County Regional Mobility Authority:

   a) arrange for Principal to perform and complete the warranty obligations of this Agreement;

   b) complete the Warranty Work in accordance with the terms and conditions of the Contract Documents then in effect, through its agents or through independent contractors;

   c) obtain bids or negotiated proposals from qualified contractors acceptable to the Hidalgo County Regional Mobility Authority for a contract for performance and completion of the Warranty Work (as defined in the Agreement), through a procurement process approved by the Hidalgo County Regional Mobility Authority, arrange for a contract to be prepared for execution by the Hidalgo County Regional Mobility Authority and the contractor selected with the Hidalgo County Regional Mobility Authority's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Agreement; or

   d) waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, (i) after investigation, determine the amount for which it may be liable to the Hidalgo County Regional Mobility Authority and, as soon as practicable after the amount its determined, tender payment therefore to the Hidalgo County Regional Mobility Authority, or (ii) deny liability in whole or in part and notify the Hidalgo County Regional Mobility Authority citing reasons therefore.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Hidalgo County Regional Mobility Authority to Surety demanding that Surety perform its obligations under this Bond, and the Hidalgo County Regional Mobility Authority shall be entitled to enforce any remedy available to the Hidalgo County Regional Mobility Authority. If Surety proceeds as provided in Subparagraph 4.d, and the Hidalgo County Regional Mobility Authority refuses the payment tendered or Surety has denied

liability, in whole or in part, without further notice the Hidalgo County Regional Mobility Authority shall be entitled to enforce any remedy available to the Hidalgo County Regional Mobility Authority.

6. After the Hidalgo County Regional Mobility Authority has terminated the Principal's right to complete the Agreement, and if Surety elects to act under Subparagraph 4.a, 4.b, or 4.c above, then the responsibilities of Surety to the Hidalgo County Regional Mobility Authority shall not be greater than those of the Principal under the Agreement, and the responsibilities of the Hidalgo County Regional Mobility Authority to Surety shall not be greater than those of the Hidalgo County Regional Mobility Authority under the Agreement. To the limit of the Bonded Sum, but subject to commitment of the unpaid balance to mitigation costs and damages on the Agreement, Surety is obligated without duplication for:
    a) the responsibilities of the Principal for correction of defective work; and
    b) actual damages, including additional legal, design professional, and delay costs resulting from Principal's default, and resulting from the actions or failure to act of Surety under Paragraph 4.
    c) Liquidated Damages under the Agreement.
7. No alteration, modification or supplement to the Warranty provisions of the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this Bond. Surety waives notice of any alteration, modification, supplement or extension of time.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of_____, 20_____.

_____	_____
PRINCIPAL	Surety
_____	_____
Signature	Signature
_____	_____
Name & Title	Name & Title
_____	_____
Address	Address
_____	_____
(_____)_____	(_____)_____
Phone Number	Phone Number

The name and address of the Resident Agency of Surety is:

_____

_____

(_____)_____	_____
Phone Number	SIGNATURE OF LICENSED LOCAL RECORDING AGENT appointed to countersign on behalf of Surety (Required by Article 21.09 of the Insurance Code)

*NOTE: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

Q. RECEIPT OF ADDENDA

I/We hereby acknowledge receipt of the following addenda and have made the necessary revisions to the Bidder's Proposal, plans, and specifications, etc., and agree that these addenda are included in the Bidder's Proposal.

Addenda #	Signature	Date
1.		09/24/2021
2.		10/04/2021
3.		10/05/2021
4.		10/07/2021
5.		10/11/2021
6.		
7.		
8.		
9.		
10.		

I/WE understand that failure to confirm Receipt of Addenda may result in the bid not being accepted.

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R. ENGINEER'S SEAL

CONTROL: 0921-02-368
PROJECT : 365 Tollway
CORRIDOR: 365 Toll
COUNTY : Hidalgo

The enclosed Texas Department of Transportation Specifications, Special Provisions, General Notes, and Specification data in this document have been selected by me, or under my responsible supervision, as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.

Gustavo O. Lopez, PE for Dannenbaum Engineering Corp. for overall program management.



The seal appearing on this document was authorized by

_____, P.E.

October 3, 2017

Robert Macheska, PE, for L&G Consulting Engineers, Inc. from FM 396 / Anzalduas Hwy to McColl Rd.



The seal appearing on this document was authorized by

_____, P.E.

October 3, 2017

Guillermo Arratia, PE, for S&B Infrastructure, LTD from McColl Rd to US 281.



The seal appearing on this document was authorized by

_____, P.E.

October 3, 2017

Jose A. Sanchez, PE, for TEDSI, Infrastructure Group for toll system components.



The seal appearing on this document was authorized by

_____, P.E.

October 3, 2017

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S. GENERAL NOTES

GENERAL NOTES:

****

1. All work pertaining to this project shall be subject to inspection by the Owner and the Engineer.

2. The Contractor shall coordinate all testing through Engineer and Owner.

3. All improvements shall be constructed in accordance with the attached plans and specifications.

4. The Contractor shall determine the depth and location of existing underground utilities prior to any excavation or trenching and shall be required to take any precautionary measures to protect all lines shown and/or any other underground utilities not of record or not shown on the plans. Contractor shall be responsible for contacting all franchise and utilities prior to construction.

5. The existence and locations of all underground utilities shown on the drawings were obtained from available records and are approximate. Neither the Owner nor the Engineer assumes any responsibility for utilities not shown in the plans.

6. The Contractor will be responsible for coordinating with utility companies the establishing of exact location, depth and size of utility lines. The Contractor will also be responsible for coordinating with the utility companies for replacement or repairs of all cut or broken utility lines.

7. The Contractor shall allow time for utility relocation. There will be no compensation for down time.

8. The HCRMA will conduct the base construction staking as shown on the plans.

9. Any Contractor/SubContractor performing work on this project shall familiarize himself with the site and shall be solely responsible for any damage to existing facilities resulting directly or indirectly from its operation. Said existing improvements shall include but not be limited to berms, ditches, fences, and plants. Any removal or damage to existing improvements shall be replaced or repaired by the Contractor at his expense and shall be approved by the Owner.

10. The Contractor shall comply with the latest edition of OSHA regulations and the State of Texas laws concerning excavation.

11. The Contractor is responsible for keeping roadways adjacent to the project free of construction mud and debris.

12. The Contractor shall clean up and restore areas disturbed during construction to a condition as good or better than that which existed prior to construction.

13. The Contractor shall promptly remove from the project all surplus material. This shall be incidental to the project and not a separate pay item. Surplus material from excavation, including dirt, trash, etc. Shall be properly disposed of at a site acceptable to the County's floodplain administrator. If the Contactor places excess material in the area without written permission, the Contractor will be responsible for all damage resulting from such fill and shall remove the material at its own cost.

14. Surplus dirt is subject to local agreements between the land owner and Owner. The Contractor shall coordinate with Owner, Engineer, and land owner prior to excavating material.

15. The Contractor shall maintain a set of redline drawing recording as-built conditions during construction. These marked drawings shall be submitted to the Owner and Engineer prior to processing of final pay request.

16. De-watering will not be paid for directly but shall be considered subsidiary to the various bid items. If pipe/boxes areas cannot be dewatered, stabilizing material (lean concrete or cement stabilized fill) shall be used to establish working platform. The latter will not be paid for directly but shall be considered subsidiary to the various bid items

17. Trench protection will be paid for directly when it is called out as an explicit pay item, and will be considered subsidiary only wherever the plans say to consider it as such.

~~18. All concrete shall be sulfate resistant including concrete used for fabrication of concrete structures.~~

19. Silt fences and all other temporary erosion sediment control (TESC) measures shall be inspected immediately after each rainfall event greater than 0.1" of rainfall and at least daily during prolonged rainfall events.

20. Sediment deposits shall be removed from all TESC measures and temporary drainage facilities upon reaching a depth of 6".

21. The Contractor is responsible for preparing and obtaining the necessary regulatory permits needed for the project. Permits will not be paid for directly but shall be considered subsidiary to the various bid items. HCRMA will obtain the appropriate nationwide or individual permit(s) when necessary as dictated by project specific conditions and the potential to affect USACE jurisdictional areas to address the work detailed in the plans.

22. The Contractor is responsible for preparing and obtaining the necessary Texas Commission on Environmental Quality (TCEQ) permits. Permits will not be paid for directly but shall be considered subsidiary to the various bid items. Any fines or penalties for failure to implement or maintain TESC measures shall be the responsibility of the Contractor.

23. The Contractor shall be responsible for securing notice of intent, notice of termination and any additional permits required by TCEQ.

24. The Contractor shall be responsible for maintenance of TESC. Damaged/missing TESC shall be replaced by the Contractor at no additional cost. TESC may be shown on plans outside ROW for clarity purposes only. Actual placement shall be done within ROW.

GENERAL REQUIREMENTS AND COVENANTS - ITEM 1 THRU 9

For all pits or quarries, Contractor shall comply with the "Texas Aggregate Quarry and Pit Safety Act."

Contractor shall provide on a weekly basis, a list of equipment, including idle equipment, utilized on the project that week.

The 1-800 call services for utility locations do not include TxDOT facilities. Contact the Pharr District Signal Section (956-702-6225) for coordination regarding TxDOT underground lines.

ITEM 5: Control of the Work

Prior to contract letting, bidders may obtain a free computerized transfer of files (from the Engineer's office) that contains the earthwork information. If copies of the actual cross-sections in additional to, or instead of the electronic files are requested, they will be available at the Engineers office for borrowing by copying companies for the purpose of making copies for the bidder at the bidder's expense.

ITEM 7: Legal Relations and Responsibilities

404 Permit Requirements:

The Contractor shall note that discharge of permanent or temporary fill material into the waters of the United States (U.S.), including jurisdictional wetlands, as necessary for construction, will require specific approval of the U.S. Army Corps of Engineers (USACE) under section 404 of the Clean Water Act.

HCRMA will obtain the appropriate nationwide or individual permit(s) when necessary as dictated by project specific conditions and the potential to affect USACE jurisdictional areas to address the work detailed in the plans. The Contractor may review the permitted plans at the office of the HCRMA Chief Construction Engineer in charge of construction. HCRMA will hold the Contractor responsible for following all conditions of the approved permit. If the Contractor cannot work within the limits or scope of this permit(s), then it becomes the Contractor's entire responsibility to consult with the USACE on the need for changes or amendments to the conditions of the existing permit (s) as originally obtained by the HCRMA. However, the Contractor may request HCRMA to assist in this process by providing complete and specific revised details for HCRMA review and submittal to the USACE. For off Project right of way coordination, the Contractor or his agent shall handle all activities directly with the USACE.

It is essential that any impacts to USACE jurisdictional waters of the U.S., including jurisdictional wetlands, be the minimum necessary to complete the proposed work. If the Contractor needs further explanation of the conditions of the permit, including means of compliance, they may contact the HCRMA Chief Construction Engineer.

Project Specific Locations (PSL's) Coordination

The Contractor shall not initiate activities in a project specific location (PSL) associated with a U.S. Army Corps of Engineers (USACE) permit area that has not been previously evaluated by the USACE as part of the permitting for this project. Such activities include, but are not limited to, haul roads, equipment staging areas, borrow and disposal sites. "Associated" defined here includes materials delivered to or from the PSL. The permit area includes all waters of the U.S. or associated wetlands affected by activities associated with this project. Special restrictions may be required for such work. The Contractor shall be responsible for any and all consultations with the USACE regarding activities, including project specific locations (PSLs) that have not been previously evaluated by the USACE.

The Contractor shall provide the department with a copy of all consultation(s) or approval(s) from the USACE prior to initiating activities.

The Contractor may proceed with activities in PSLs that do not affect a USACE permit area if a self determination has been made that the PSL is non-jurisdictional or proper USACE clearances have been obtained in jurisdictional areas or have been previously evaluated by the USACE as part of the permit review of this project. The Contractor is solely responsible for documenting any determination(s) that their activities do not affect a USACE permit area. The Contractor shall maintain copies of their determination(s) for review by the department or any regulatory agency.
The disturbed area for all project locations in the Contract, and the Contractor project specific locations (PSLs) within 1 mile of the project limits for the Contract, will further establish the authorization requirements for storm water discharges. The Department will obtain an authorization to discharge storm water from the Texas Commission on Environmental Quality (TCEQ) for the construction activities shown on the plans. The Contractor is to obtain required authorization from the TCEQ for Contractor PSLs for construction support activities on or off the ROW. When the total area disturbed in the Contract and PSLs within 1 mile of the project limits exceeds 5 acres, provide a copy of the Contractor NOI for PSLs on the ROW to the Engineer and to the local government that operates a separate storm sewer system.

In order to expedite the approval process for PSL's or to eliminate or minimize potential impacts to project progress, initiate coordination efforts with the USACE **within 30 days from the date of "authorization to begin work".** If this is not done, the Contractor waives the right to request any contract time considerations if project progress is impacted and PSL'S approval is still pending.
Requests submitted to the HCRMA will be evaluated on this basis and will require documentation showing substantial early coordination efforts to expedite the approval process as herein stated. The request shall include a detailed chronological summary status with dates of coordination activities with the resource agencies, including those occurring after the initial coordination, to be reviewed and confirmed by the district's environmental section.

ITEM 8: Prosecution and Progress

Liquidated damages per Calendar Day for this project have been set at $16,500 per day.

Where road closures or detours around structures are necessary to accomplish proposed work, the removal of existing structures and/or cutting of existing pavement will not be permitted until all pre-cast members for the proposed structure have been cast, tested and approved for use.

Calendar Days will be computed and charged in accordance with Item 8L.

Upon issuance of written authorization to begin work, all of Item 100 work that is in conflict with utilities, "Preparing Right of Way" will commence unless otherwise directed by the Engineer.

Contractor shall only perform Prep ROW on the first Phase of construction as much as possible. Item 100 work shall be completed before work begins on other items, unless otherwise authorized by the project Engineer. Item 100 will be charged in accordance with Item 8L Calendar Days.

Prepare progress schedules using the Critical Path Method (CPM).

ITEM 100: Preparing Right of Way

Clearing & grubbing shall be executed in accordance with the Removal Plan Sheet details.

Preparation of ROW will be done in accordance with the construction phasing shown on the Traffic Control Plans. Performance of this item will not be allowed outside of the project's current construction phase without prior approval by the Engineer.

ITEM 132: Embankment

Embankment (DENS CONT) shall be Type C with a max. PI of 40. Material used as embankment material in the top two feet below the bottom of Flexible Base shall meet the following requirements based on preliminary tests and such other tests found necessary by the Engineer.

The material shall be such as to produce a well-bonded embankment and shall have a minimum PI of 8 and a maximum PI of 30.

It is the Contractor's responsibility to advise the Engineer of the location of the source sufficiently in advance to avoid delay.

ITEM 160: Topsoil

Use topsoil as needed and directed by the project Engineer for select problem areas. Unless otherwise approved by the project Engineer, use topsoil from approved sources outside the right of way as per standard specifications. Existing topsoil is to be salvaged and retained for re-use on the project as topsoil. Stockpiles are to be clearly labeled with identification of material and owner of said material.

ITEM 164: Seeding for Erosion Control

During drill seeding operations, application methods shall be in accordance with the method shown in the Standard Specification Book.

SS-1 Tacking Agent shall be a ratio of 2:1, two (Emulsion) to one (water) and applied at a rate of 0.05 gallons per square yard. The SS-1 Tacking Agent required for Drill Seed operations, will not be paid for directly, but will be subsidiary to Item 164 "Drill Seeding." Watering shall not be

used with the Drill Seed Method. A biodegradable tacking agent may be used in lieu of the SS-1 tacking agent in accordance with the manufacturer's recommendations when approved by the engineer.

Cool Season or Warm Season Grasses shall be included as part of Item 164 (See Table 3 and/or Table 4 in the Standard Specification Manual for dates and seed type).

Seed mixture shall be as specified under Item 164.

ITEM 166: Fertilizer

Fertilizer rate is based on a rate of 100 Lbs. of Nitrogen per acre. The Nitrogen-Phosphorous-Potassium (NPK) ratio shall include a minimum of 5 percent phosphorous and 5 percent Potassium. Fertilizer shall be homogenized.

ITEM 169: Soil Retention Blankets

The Contractor shall only select a soil retention product from the TxDOT approved Material Producer List. Soil Retention Blankets shall be installed as per the manufacturer's specifications. The Contractor shall provide to the Engineer a copy of the manufacturers installation specifications for review and approval prior to the installation of any erosion control products. The Contractor is to use only biodegradable material for soil retention blankets.

ITEM 247: Flexible Base

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Flexible Base (TY E GR 4) or (TY D GR 4) crushed concrete shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
½"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 PSI lateral pressure
Triaxial Test	Tex-117-E

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures

may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

For water added under Item 247, the sulfate content will not exceed 3000-ppm and the chloride content will not exceed 3000-ppm.

ITEM 251: Reworking Base Courses

Quantities of Flexible Base to be salvaged, shown on the typical sections, are for estimating purposes only. All acceptable base material encountered in existing base is to be salvaged as directed by the Engineer regardless of the quantities involved.

Salvaged base may be used on any of the proposed driveway sections.

ITEM 260: Lime Treatment (Road Mixed)

The Contractor's attention is called to the fact that certain existing and/or proposed structures are within the limits of the lime-treated Subgrade. Unless otherwise directed by the Engineer, these structures shall be installed before the final rolling of this Subgrade. It shall be the Contractor's responsibility to perform the proper lime treating operation without damage to these structures.

The slurry method of applying lime will be required, except when the lime is to be added to naturally wet materials as directed by the Engineer.

The lime shall be added to the Flexible Base and/or salvage base at a central mixing site or mixing plant away from the construction area. The Engineer shall approve the site or plant location and method of mixing.

For this project, the Engineer will direct a random number of lime trucks to be check weighed.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

Proof roll all constructed lime treated subgrade and bases courses in accordance with Item 216, “Proof Rolling.” Correct soft spots as directed. Correction of soft spots in the subgrade or base courses will be at the Contractor’s expense.

Contractor is to place an underseal and/or pavement course as indicated on plans within 14 calendar days of initial prime coat application. Otherwise, reapply prime coat as directed by the Engineer. Reapplication of the prime coat will be at the Contractor’s expense.

“Allow the mixture to mellow for a minimum period of 48 hours for all types of lime utilized. Additional time might be required due to sulfate and organic testing requirements, as directed by Engineer.”

ITEM 300: Asphalts, Oils and Emulsions

Temporary ramps/detours and driveways may use performance grade binder 64-22.

ITEM 301: Asphalt Antistripping Agents

Hydrated Lime shall be added as an Antistripping additive between the rates of 1% minimum and 2.0% maximum by weight for Items 292, 346, 3076 and 3077. If the Hamburg Wheel Test cannot be met within these limits, Liquid Antistripping agents as approved by the Engineer may be used in conjunction with lime for Items 346, 3076, and 3077.

ITEM 302: Aggregate for Surface Treatments

Loc.	County	CSJ	Highway	Binder	SAC
1	Hidalgo	0921-02-368	365 toll road	SPG 79-13	B

The aggregate for the surface treatment shall be surface dry before application unless otherwise directed by the Engineer.

ITEM 305: Salvaging, Hauling, and Stockpiling Reclaimable Asphalt Concrete

Salvaged material shall belong to the Contractor to be disposed of in an appropriate manner.

ITEM 310: Prime Coat

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

All existing Flexible Base, which may become exposed by the milling operation, shall be primed at the rate of 0.2 Gal/SY.

Do not apply subsequent courses over the initial prime coat any earlier than the day after the prime coat was applied, unless otherwise authorized or directed by the Engineer.

ITEM 316: Surface Treatments

In addition to cleaning by brooming of paved surfaces to be sealed as required by this Item, blading may also be necessary to clean dirt and grass from edges of the pavement and/or turnout areas. The cost of this blading will not be paid for directly but will be considered subsidiary to the various bid Items of the project.

The type and grade of asphalt as shown on the plans and/or as directed by the Engineer, shall be used on these projects. Asphalt cement will be used during the warm season. An emulsified asphalt will be used during the cooler season if permitted in writing by the Engineer. The emulsified asphalt, if used, shall be HFRS 2P. Estimated quantities shown for the bid Item is based on an average of the estimated rates of application for asphaltic cement and emulsified asphalt. These rates should be used for estimating and comparison purposes only.

The one or two-course surface treatment shall be in place for a sufficient period of time in the opinion of the Engineer, for the surface treatment to properly dry and cure before placing the Asphaltic Concrete Pavement.

Traffic will not be permitted on the surface treatment unless authorized by the Engineer.

When emulsified asphalt is used, do not apply subsequent courses over the surface treatment any earlier than the day after the surface treatment was applied, unless otherwise authorized or directed by the Engineer.

ITEM 341: Dense-Graded Hot-Mix Asphalt

The Contractor shall exercise diligence in the application of "Tack Coat" by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

Blading (not to exceed more than 3-ft from the pavement edge) may also be necessary to clean dirt and grass from pavement edges and turnout areas as work under this bid Item. The cost of this blading will not be paid for directly, but shall be considered subsidiary to this bid Item.

This project will require the following minimum surface aggregate Classifications:

County	CSJ	Highway	Classification
Hidalgo	0921-02-368	365 Toll Rd	A

Level-up will be placed before the surface course. An asphaltic concrete spreading and finishing machine and/or motor graders; when approved by the Engineer may be used to place the ACP level-up.

All unconfined longitudinal joints shall be constructed with a joint maker providing a maximum ½-inch vertical edge and a minimum 6:1 edge taper or as approved by the Engineer.

The Hamburg wheel Test requirement for PG 64 binder will be 5,000 passes @ 0.5 inch rut depth.

Target Lab Molded Density for this project shall be 97%.

Public and private driveways need to have a smooth vertical transition between the edge of pavement and the existing driveways. The Contractor is to add a vertical taper if needed which will be subsidiary to Item 341.

The use of RAP and RAS will not be allowed as part of the mix design for the final riding surface.

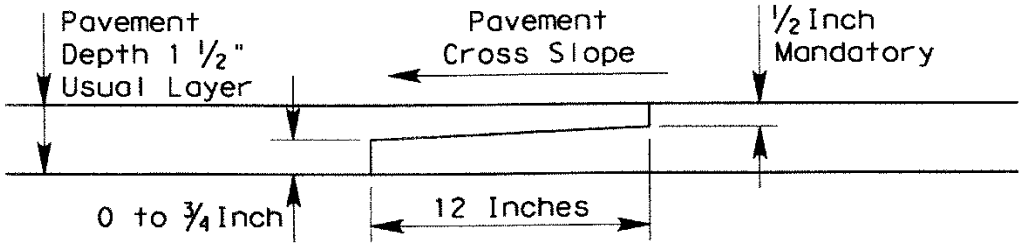
Use a release agent from the Department’s MPL to clean and to coat the inside of truck beds for hauling equipment. Hauling equipment shall be cleaned prior to hauling material to job site. Submit a copy of the bill of lading to the Engineer as part of the QCP. Ensure the pavement is free from any spillage of hydraulic oil or diesel from construction equipment. The Department may reject trucks that contain any foreign material and suspend production if the pavement is contaminated by any pollutants mentioned above.

The percentage of RAS used in the total mix shall not exceed 3% when allowed. The use of only pre-consumer shingles will be permitted when RAS is allowed.

SAC B aggregate must have material properties that require 5 or less on the magnesium sulfate soundness test and 15 or less on the Micro-Deval test.

Level-up will be placed before the surface course. An asphaltic concrete spreading and finishing machine and/or motor graders; when approved by the Engineer may be used to place the ACP level-up.

All unconfined longitudinal joints shall be constructed with a joint maker providing a maximum ½-inch vertical edge and a minimum 6:1 edge taper or as approved by the Engineer. The Engineer may waive this requirement when no impacts to the traveling public are foreseen.



NOTCHED WEDGE JOINT

The engineer may allow for variances to the dimensions shown.

The Hamburg Wheel Test requirement for PG 64 binder will be 5,000 passes @ 0.5-inch rut depth. Design mixture using a Superpave Gyratory Compactor.

Design layers as shown on typical section to 97.5% density.

Public and private driveways need to have a smooth vertical transition between the edge of pavement and the existing driveways. The Contractor is to add a vertical taper if needed which will be subsidiary to Item 3076.

The use of RAP and RAS (recycled asphalt shingles) will not be allowed as part of the mix design for the final riding surface.

Use a release agent from the Department's MPL to clean and to coat the inside of truck beds for hauling equipment. Hauling equipment shall be cleaned prior to hauling material to job site. Submit a copy of the bill of lading to the Engineer as part of the QCP. Ensure the pavement is free from any spillage of hydraulic oil or diesel from construction equipment. The Department may reject trucks that contain any foreign material and suspend production if the pavement is contaminated by any pollutants mentioned above.

The percentage of RAS used in the total mix shall not exceed 3% when allowed.

When SAC B aggregate is used, material properties are required to be 10 or less on the magnesium sulfate soundness test and 20 or less on the Micro-Deval test.

ITEM 354: Planing and Texturing Pavement

Contractor is to place seal coat or ACP layer(s) as indicated on plans within 14-calendar days of planing/milling operation unless otherwise directed by the Engineer.

All planing/milling operation drop offs greater than 1-inch need to have a 3:1 slope taper unless otherwise directed by the Engineer. The cost of the 3:1 slope taper is subsidiary to item 354.

For full width planing/milling locations, Contractor is to place seal coat or ACP layer(s) as indicated on the plans within 2-calendar days of the planing/milling operation unless otherwise directed by the Engineer. Contractor will not be allowed to move onto the next planing/milling location or seal coat/ACP overlay location until the exposed area is covered as per above. Contractor cannot get paid for the planing/milling operation until exposed area is covered as per above.

ITEM 400: Excavation and Backfill for Structures

If the Contractor elects to cut pavement (existing/detour) for structural work beyond that required by the construction phasing shown in the plans and approved by the Engineer, it shall be restored at his expense and backfilled to its original condition or better in accordance with Item 400.

Unless shown otherwise in the plans, use a 1-ft depth for Item 400 Structural Excavation (Special) for gravel bedding needed below drainage structures with unstable material.

ITEM 416: Drilled Shaft Foundations

Payment for furnishing and installing anchor bolts mounted in drill shafts will be included in the unit price bid for the various diameter drill shafts.

The Contractor shall coordinate with the utility companies to verify utility locations before drilling foundations.

The Contractor shall form, or provide a smooth finish, the portions of drilled shaft that project above the ground line. Place a ¾ inch chamfer on the top edge of each pole foundation. This work will not be paid for directly, but will be considered subsidiary to this bid item.

All drilled shaft foundations will be based on the lengths shown on the plans or those established in writing. Adequate calculations for measurements of foundations have been made in accordance with Article 9.1 of the Standard Specifications. Increases or decreases in the quantities required by change in design will be measured as specified and the revised quantities will be the basis for payment.

In the presence of excess ground water and/or unstable conditions in sub-grade soils prevents excavation to the line and depths indicated on the plans for “Drilled Shaft Foundation”, other proposed methods of foundation installation such as casing, etc. shall be submitted for review and approved by the Engineer.

ITEM 420: Concrete Substructures

Pay bent concrete as plan quantity.

ITEM 421: Hydraulic Cement Concrete

Provide Sulfate Resistant Concrete for all concrete piling and drilled shafts.

Provide equipment at the batch plant for determining the free moisture and/or absorption of aggregates in accordance with applicable TXDOT Test.

Provide the following items for concrete batch inspection in accordance with specifications outlined in DMS-10101, “Computer Equipment”:

(1) One Desktop Microcomputer or One Laptop Microcomputer
(2) One Integrated Printer/Scanner/Copier/Fax Unit
(3) Contractor-Furnished Software
(4) Hardware

Submit to the Engineer for approval the project locations for all Portland Cement concrete washout areas prior to starting any concrete work.

Use membrane curing, Type 2, for concrete curb, gutter and combined curb and gutter, concrete medians, directional islands and sidewalks.

ITEM 423: Retaining Wall

For MSE walls, provide a system from one approved suppliers from the Mechanically Stabilized Earth (MSE) wall systems listed at the following Bridge Division website:

http://www.dot.state.tx.us/business/Contractors_consultants/bridge/retaining_wall.htm

Water furnished by the Contractor for sprinkling and compacting backfill shall be from a municipal water supply approved by the State Health Department, or shall meet the requirements for Mixing Water as specified in Item 421.

Provide the following surface finishes to all permanent walls in accordance with Item 427:

(1) Ashlar Stone form liner finish
(2) Opaque Sealer coating (color to be determined by the Engineer)

Provide surface finishes for concrete as follows:

(1) Bridge overpass and underpass structures – surface area I, opaque sealer coating (color to be determined by the Engineer).

(2) Bridge waterway crossings and bridge class box culvert structures – surface area II, opaque sealer coating (color to be determined by the Engineer).

Concrete traffic barrier/railing (roadway and bridge), and retaining wall coping - opaque sealer

coating (color to be determined by the Engineer) to all exposed surfaces.

Furnish Type AS backfill for permanent walls in lieu of Type BS.

ITEM 427: Surface Finishes for Concrete

Provide surface finishes for concrete as follows:

(1) Bridge overpass and underpass structures – surface area I, opaque sealer coating (color to be determined by the Engineer).

Concrete traffic barrier/railing (roadway and bridge), and retaining wall coping - opaque sealer coating (color to be determined by the Engineer) to all exposed surfaces.

ITEM 432: Riprap

Provide Class "A" concrete minimum for riprap aprons placed around all box culvert and pipe safety end treatments. Provide ¼-inch thick dummy joints at least every 15-ft for riprap aprons placed around box and pipe culverts.

Do not use fiber reinforced concrete RIPRAP on side slopes equal to or steeper than 6:1 unless approved by the Engineer.

ITEM 462: Concrete Box Culverts and Drains

Provide joints in pre-cast concrete box culverts using any of the methods specified in Item 464, except mortar joints.

Provide pre-cast concrete boxes to expedite traffic handling unless otherwise shown on the plans.

Provide the Engineer with the casting schedule of all pre-cast concrete boxes prior to beginning any fabrication.

ITEM 464: Reinforced Concrete Pipe

Use tongue and groove pipe where the RCP extends into the lime treated subgrade. The 4-foot depth restriction for heavy equipment passage over pipe structures is voided. The Contractor will be responsible for any construction damage to these facilities.

Do not use mortar joints.

All reinforced concrete pipe shall include rubber gaskets unless shown otherwise on the plans or directed by the Engineer.

ITEM 465: Junction Boxes, Manholes & Inlets

For TY PSL with RG, FG, or SFG lids inlets, provide Class B concrete riprap with (6"x6" W3xW3 (no. 6 gauge) welded wire fabric) for any side that is touching the natural ground. The riprap will be 4-in thick and 3-ft wide with an 8-in deep by 6-in wide toe unless otherwise shown in the

plans. The cost will be subsidiary to Item 465 unless otherwise shown in the plans.

For all inlet extensions, provide a temporary circular curb/inlet extension opening for drainage during construction. The circular opening will be a 4-in Diameter by 2-in deep slot that matches the statewide PCO standard. Fill curb circular curb/inlet extension opening with epoxy and mortar as per Item 429 Concrete Structure Repair specifications. Epoxy and mortar is subsidiary to Item 465.

ITEM 466: Headwalls and Wingwalls

Do not use pre-cast headwalls/wingwalls.

ITEM 467: Safety End Treatment

All Type II SET's shall have riprap, Class "A" minimum, aprons as shown on the plans. The Contractor may submit an alternate precast SET design for approval by the Engineer.

ITEM 471: Frames, Grates, Rings, and Covers

All grates will be tack welded to the frames in a manner satisfactory to the Engineer.

ITEM 502: Barricades, Signs and Traffic Handling

Shadow vehicles equipped with Truck-Mounted Attenuators are required. See notes for Item 6185: Truck Mounted Attenuator/Trailer Attenuator, for additional references pertaining to the TMAs.

Replace/relocate all regulatory signs removed due to construction operations with the same sign on fixed support(s) immediately upon its removal. First obtain project Engineer approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the "Texas Manual on Uniform Traffic Control Devices". In no case will a sign be removed without a replacement sign and support(s) being readily available and a location established. Removal and relocation of these signs required for traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

From the beginning to the end of the project, all traffic control devices need to be in acceptable condition as per the Texas Quality Guidelines for Work Zone Traffic Control Devices.

Contractor is to place temporary traffic control plan bridge clearance signs before any bridge work is open to traffic. The cost of this item will be subsidiary to item 502.

ITEM 504: Field Office and Laboratory

Furnish (1) Field Office (Type C).

The Contractor will furnish a Type D Structure (Asphalt Mix Laboratory) modified by the following.

Laboratory room:

The other room of this building will be used as a laboratory and will include access to a bathroom facility from the interior. The laboratory and bathroom facility will have the walls, ceiling and floor insulated such that the air temperature can be maintained at 76 degrees Fahrenheit at all times.

Furnish for the Department's use in the asphalt laboratory one (1) desktop computer.

ITEM 506: Temporary Erosion, Sedimentation, and Environmental Controls

Before starting each phase of construction, review with the Engineer the SW3P used for temporary erosion control as outlined on the plans. Before construction, place the temporary erosion and sedimentation control features as shown on the SW3P. Location of Construction Exits are to be approved by the Engineer. After completing earthwork operations, restore and reseed the disturbed areas in accordance with the Department's specifications for permanent or temporary erosion control. Before starting grading operations and during the project duration, place the temporary or permanent erosion control measures to prevent sediment from leaving the right of way.

The "Erosion Control Maintenance" is not intended to be used in lieu of bid items established by the contract.

ITEM 508: Constructing Detours

Flexible Base, prime coat, and Asphaltic Concrete Pavement used for detours shall meet the requirements of Items 247, 310 and 341 respectively, except for measurement and payment.

ITEM 512: Portable Traffic Barrier

Contractor is to provide PCTB reflectors and anchor materials as needed. Any needed PCTB reflectors and anchor materials will be subsidiary to Item 512.

During the various construction phases, provide drainage slots in every temporary concrete traffic barrier used for traffic control in order to handle temporary drainage. Provide any additional drainage measures needed as directed by the Engineer.

ITEM 529: Concrete Curb, Gutter and Combined Curb and Gutter

Before final acceptance of the project, remove discoloration caused by tire marks, mud, asphalt, paint or other similar material by any method satisfactory to the Engineer to achieve a uniform color and texture of the finished surface exposed to view.

Curb attached to the MBGF thrie-beam transition section will be subsidiary to the MBGF transition.

ITEM 530: Intersections, Driveways, and Turnouts

Prime coat shall meet the requirements of Item 310.

Daily testing requirements for Hot Mix Asphaltic Concrete Pavements for drives, commercial entrances and/or turnouts may be waived by the Engineer.

Public and private driveways need to have a smooth vertical transition tie-in between the proposed driveway and the existing driveway. The Contractor is to add a vertical taper if needed which will be subsidiary to Item 530.

ITEM 531: Sidewalks

Construct ¼-inch thick score joints at a maximum 6-foot spacing and expansion joints at a maximum
18-foot spacing. Construct a joint in the center of the sidewalk if it is over 15-feet wide. For steel reinforcement, use 6x6-inch spacing with #3 bars or 6x6 – D6 welded wire fabric.

ITEM 540: Metal Beam Guard Fence

The optional terminal anchor post with the terminal connector will be required as shown on the Metal Beam Guard Fence Standard.

Galvanize the rail elements supplied for this project using a Type II Zinc Coating.

ITEM 542: Removing Metal Beam Guard Fence

Dispose all metal beam guard fence materials unless shown otherwise in the plans.

ITEM 544: Guardrail End Treatments

Label “end treatment type” on backside of unit at time of installation.

ITEM 552: Wire Fence

552-1
Contractor is to repair any wire fence that is damaged by the Contractor’s construction operations to insure the retention of livestock, if any, in their respective pastures along the project.

ITEM 560: Mailbox Assemblies

Coordinate and verify final mailbox locations with TxDOT and the US Postmaster.

ITEM 585: Ride Quality for Pavement Surfaces

Use Surface Test Type "B" for service roads and ramps.

Quality control results shall be submitted to HCRMA the next working day after each day’s paving.

Pavement areas with public turnout intersections that carry major traffic volumes will not be subjected to inertial profiler testing. These areas shall be evaluated using the 10-ft.Straightedge.

Diamond grinding shall be used to remove localized roughness.

Use Surface Test Type B pay adjustment schedule 1 to evaluate ride quality of the travel lanes in accordance with Item 585, “Ride Quality for Pavement Surfaces.” This includes ramps and service road travel lanes.

ITEM 610: Roadway Illumination Assemblies

All luminaire poles mounted on Single Slope Concrete Barriers (SSCB) shall use 42 inch anchor bolts in lieu of the varying lengths of anchor bolts shown on the table of Standard Sheet SSCB(4)-10.

Luminaires shown on the proposed Traffic Signal installation layout sheets may be shown at an angle for clarity. All luminaires shown shall be installed perpendicular to the main roadway under construction.

In addition to ED (3)-14, each cable for luminaires on traffic signal poles shall be identified in each ground box, pole base, or other accessible location with yellow electrical tape wrapped around the cable. The tape marking shall be at least 2 inches.

All luminaires on traffic signal poles shall be rated for 240 vac. All safety lighting poles shall be serviced for 480 vac.

Luminaires installed on traffic signal poles will not be paid for directly but shall be considered subsidiary to the various bid items of the project.

Fabricate steel roadway illumination poles in accordance with TxDOT standards RIP-17 (Roadway Illumination Poles -2017). Poles fabricated according to RIP-17 require no shop drawings.

Alternate designs to RIP-17 or the use of aluminum to fabricate poles will require the submission of shop drawings electronically.

For instructions on submitting shop drawings electronically go to TxDOT home page, Business with TxDOT, Bridge information, Shop drawings

Luminaires shown on the proposed Traffic Signal installation layout sheets may be shown at an angle for clarity. All luminaires shown shall be installed perpendicular to the main roadway under construction.

Limitations on Use of the RIP-17 Standard

The Roadway Illumination Pole (RIP-17) standard details were developed for installations in locations where the 3-second gust basic maximum wind speed is 110 mph, and where the elevation of the base of the pole is less than (i.e. not more than) 25’ above the elevation of surrounding terrain, in accordance with the latest edition of the “AASHTO Standard Specifications

for Structural Supports for Highway Signs, Luminaires and Traffic Signals." For poles to be installed in regions where the maximum basic wind speed exceeds 110 mph or to be mounted more than 25' above the surrounding terrain, the Contractor shall provide poles meeting the following requirements:

A. Submittals. Following the electronic shop drawing submittal process (see ftp://ftp.dot.state.tx.us/pub/txdot-info/library/pubs/bus/bridge/e_submit_guide.pdf), the Contractor shall submit to the Engineer, for approval, fabrication drawings and calculations for the poles. The drawings and calculations shall be sealed by a Texas registered or licensed Professional Engineer (P.E.).

B. Luminaire Structural Support Requirements. Lighting poles, arms, and anchor bolt assemblies shall have a 25-year design life to safely resist dead loads, ice loads and the required basic wind speeds at the location of installation in accordance with the current edition of the AASHTO Design Specifications. For transformer base poles, the fabricator shall include transformer base and connecting hardware in calculations and shop drawing submittals. All transformer bases shall have been structurally tested to resist the theoretical plastic moment capacity of the pole. Certification of the plastic moment load test and FHWA breakaway requirement test of the model of base being furnished shall be submitted with the shop drawings. Shop drawings shall show breakaway base model number, and manufacturer's name and logo. Manufacturer's shop drawings shall include the ASTM designations for all materials to be used.

ITEM 613: High Mast Illumination Poles

Pipe joint compound, as used in this Item, is an electrically conducting protective thread lubricant compound to be used on the foundation anchor bolts for high mast illumination poles. (Crouse-Hinds TL-2, 0Z/Gedney Stl, Thomas & Betts Kopr-Sheild).

Construct 100 mph high mast poles of heights 100 ft., 125 ft., and 150 ft. according to HMIP-16 standard sheets. Ground sleeves are required for these poles. Elimination of the ground sleeve will not be allowed.

ITEM 614: High Mast Illumination Assemblies

Fabricate high mast ring assemblies in accordance with the shop drawings approved by the HCRMA. Submit shop drawings for each project or use pre-approved standard shop drawings.

High Mast Illumination fixture housing shall be constructed separate from the fixture reflector. High Mast fixtures shall be natural aluminum or shall be painted gray.

Provide only stainless-steel wire rope pulleys.

ITEM 618: Conduit

All conduit ends in pole bases, controllers and ground boxes shall be plugged with 4 to 6 inches of polyurethane sealant or its equivalent after cables are in place.

Conduit shall be placed in a straight line not to exceed 2.0 feet in any direction that deviates

from the conduit straight line alignment. The depth of the conduit shall be 2.0 feet except when crossing a roadway where the depth shall not be more than 3.0 feet nor less than 1.0 foot below the bottom of the base material in the roadway when placed by the jacking or boring method. Any evidence of damage to the roadway during the jacking or boring operation shall be sufficient grounds to stop the method being used.

Conduit runs under paved roadways or driveways shall be jacked or bored and then pushed across. At these locations, galvanized rigid metal may be used. All other runs shall be made by trenching. Existing pavement which will be removed, reconstructed or overlaid with new pavement may be trenched across. Trenches for conduit runs shall be a minimum 2 feet deep and 4 inches wide. The conduit shall be placed on a 2-inch sand cushion and then backfilled with a minimum of 6 inches sand fill. The remainder of the trench shall be backfilled with flexible base, soil or two-sack concrete as required by location of conduit on the project or as directed. The top 3 inches shall match the existing surface material.

All conduit elbows and rigid extensions required to be installed on PVC conduit systems will not be paid for separately but will be considered subsidiary to the various bid items.

Use materials from prequalified material producers list as shown on the Texas Department of Transportation (TxDOT) - Construction Division's (CST) materials producers list. Category is "Roadway Illumination and Electrical Supplies."

Do not use cast iron junction boxes in concrete traffic barriers and single slope traffic barriers. Use polymer concrete junction boxes instead of the cast iron junction boxes shown on the standard sheets CSB (4), and SSCB (4). Mount the junction boxes flush (+ 0", - ½") with concrete surface of concrete barrier.

Use materials from prequalified Material Producer List as shown on the Texas Department of Transportation (TxDOT) - Construction Division's (CST) Material Producer List. Category is "Roadway Illumination and Electrical Supplies."

The polymer concrete barrier box will not be paid for separately, but will be considered subsidiary to Item 618, "Conduit".

Where PVC, duct cable, and HDPE conduit 1" and larger is allowed and installed as per TxDOT standards, provide a PVC elbow in place of the galvanized rigid metal elbow required by the Electrical Detail standards. Ensure the PVC elbow is of the same schedule rating as the conduit to which it is connected. Ensure only a flat, high tensile strength polyester fiber pull tape is used for pulling conductors through the PVC conduit system.

1. The location of conduit lines are diagrammatic only and may be adjusted by the Engineer to accommodate field conditions.

2. Actual conduit lengths, locations and configurations shall be verified at each intersection and shall be as directed and/or approved by the Engineer.

3. The conduit shall be placed on a 2 inch sand cushion and then backfilled with a minimum of 6" sand fill. The remainder of the trench shall be backfilled with flexible base, soil or 2-sack concrete as required by location of conduit on the project or as directed by the Engineer.

4. Conduit shall be placed in an area not exceeding 2' in any direction from a straight line and the depth of the conduit shall be 2' except when crossing a roadway where the depth shall be more than 3'.

5. The open trench method for placing conduit under pavement will not be allowed unless specified in the plans and approved by the Engineer.

6. When conduit is placed by jacking or boring, conduit shall be placed at least 1' below the bottom of the base material. Any evidence of damage to the roadway during the jacking or boring operation shall be sufficient grounds to stop method being used.

7. All couplings and connections shall be tight and waterproof. All proposed and existing conduits shall be brought into a ground box using 45 degree elbows, unless otherwise shown.

8. In the event any existing conduit shown on these plans proves to be no longer usable due to location or damage, it will be the responsibility of the Contractor to replace such sections of conduit with the size and type indicated on these plans, at the Contractor's expense.

9. At each point where the conduit passes beneath the curb, the Contractor shall place a 3/8" galvanized carriage bolt in the curb as a means of marking the location of the conduit. Payment for furnishing and placing bolts is to be included in the unit bid price for conduit.

10. All exposed conduit shall be rigid metal conduit (RMC)

11. All conduit ends, pole bases, controllers and ground boxes shall be plugged with polyurethane sealant or its equivalent after cables are in place.

12. Polyurethane sealant or equivalent material shall be suitable for curing in the presence of moisture. Sealant shall be suitable for use in sealing ends of PVC pipe with electrical conductor running through the pipe. The sealant shall encapsulate and protect electrical conductors and seal ends of PVC pipe from moisture and dirt. The conduit shall be sealed to a minimum of 3" and a maximum of 6".

13. The Contractor may, at his/her option, substitute HDPE conduit meeting the specifications of item 622 for all bores requiring PVC schedule 40 conduit and, when approved by the Engineer, may substitute HDPE for schedule 80 bored conduit. HDPE shall be the same size as the PVC conduit shown on the plans. HDPE shall be terminated with UL listed fittings. HDPE may be threaded and used with threaded PVC connectors or couplings. HDPE shall be extended through the bore in 1 continuous piece and shall be coupled to RMC elbows or to PVC conduit at the bore pits prior to entering ground boxes (if ground boxes are required by the plans). HDPE shall not contain conductors during installation in this manner. No additional compensation will be paid to the Contractor when HDPE is substituted for this purpose.

14. PVC conduit systems that snap or lock together without glue will be allowed for bored PVC schedule 40 if designed/UL listed for use as bored PVC electrical conduit

applications. When approved by the Engineer, it will be allowed for bored PVC schedule 80. No additional compensation will be paid to the Contractor when these specific purpose conduit systems are substituted for this purpose.

15. Installation of the conduit shall be in accordance with the current edition of the national electrical code (N.E.C.)

16. When backfilling bore pits, the Contractor must ensure that the conduit does not become damaged during installation of due to any settling of the backfill in three equal lifts to the bottom of the conduit, or if sand is used, it must be placed to a point two inches above the conduit. Backfill density shall be equal to the existing soil. Due care should be exercised to prevent any material from entering the conduit.

17. Conduit shall have mylar marking tape above the multiduct conduit and concrete encasement. Extend the tape continuously into the adjacent ground boxes on each conduit run. Imprint the making boxes on each conduit run. Imprint the making tape with "TxDOT conduit and buried cable system call 713-802-5604 before proceeding" every 18 inches. The supplying and installation of the marking tapes is not paid for directly but is considered incidental to the various bid items.

18. Bore pits shall be no closer than 2.5' from edge of the base or pavement.

19. All conductors and conduit to be abandoned shall be removed to one foot below ground level. This work shall be considered incidental to the various bid items and will not be paid for directly.

20. Pulling conductors in PVC conduit shall be accomplished with nonmetallic pull rope.

21. When pulling cables or conductors through conduit, manufacturers recommended pulling tensions shall not be exceeded and the cables or conductors shall be lubricated with a lubricant as recommended by the cable manufacturer.

22. All conduits shall be labeled at each end or wherever the conduit enters/exists a ground box, J-box, pull box, enclosure or building, use 2" round brass tags stating conduit content (AVI, PWR, VES, COM. Video, etc.).

23. If trenching is allowed by the Engineer, prior to backfilling conduit trenches, a detectable underground metalized mylar making tape shall be placed above the conduit. The supplying and installation of the marking tape shall not be paid for directly but shall be considered incidental to the various bid items. No additional compensation will be paid to the Contractor when these specific purpose conduit systems are substituted for this purpose.

ITEM 620: Electrical Conductors

For both transformer and shoe-base type illumination poles, provide double-pole breakaway fuse holder as shown on the Texas Department of Transportation (TxDOT) - Construction Division's (CST) Material Producer List. Category is "Roadway Illumination and Electrical Supplies." Fuse holder is shown on list under Items 610 & 620.

Provide 10-amp time delay fuses.

For Flashing Beacons (Item 685) and Ped poles (Item 687) within the project, provide single-pole breakaway disconnects.

Use Bussman HEBW, Littelfuse LEB, Ferraz-Shawmut FEB, or equal on ungrounded conductors.

For all grounded conductors use Bussman HET, Littelfuse LET, Ferraz-Shawmut FEBN, or equal on ungrounded conductors. For all grounded conductors use Bussman HET, Littelfuse LET, Ferraz Shawmut FEBN, or equal. These breakaway connectors have a white colored marking and a permanently installed solid neutral.

1. A minimum length of conductor of 2' shall be left in each ground box or as otherwise directed by the Engineer. No aluminum conductors will be permitted on this project.

2. A minimum length of 2' for each cable shall be left in each metal pole base. For each conductor terminating in the controller cabinet, a minimum of 5' length shall be provided.

3. All electrical connectors for breakaway poles shall be breakaway (Bussmann HEBW, Littelfuse LEB, or equal) in accordance with standards. All electrical connections for neutrals shall be breakaway and shall have a white color marking and a permanently installed solid neutral (Bussmann HET, Littelfuse LEB, or equal).

4. Each wire of each cable or conductor shall be tested after installation by the Contractor. Any incomplete circuit or any damage to any wire or any cable will be cause for immediate rejection of the entire cable being tested. The Contractor shall remove and replace the entire cable at his/her expense, and the replacement cable shall also be tested after installation.

5. Ends of wires to be attached to terminal posts shall be provided with properly sized self-insulated solderless terminals. These terminals shall be attached to wires with a ratchet type compression crimping tool properly sized to the wire. Pre-numbered identification tags of plastic or tape shall be placed around each wire adjacent to wire ends in the controller, signal heads and signal pole terminal blocks

ITEM 621: Tray Cable

Connect luminaires on traffic signal poles using a 4 conductor tray cable with conductor colors of red, black and green #12 AWG (XHHW). The white (neutral) conductor will not be needed and will be capped.

ITEM 624 -Ground Boxes

1. Ground box locations shown on the plans are approximate. Location of ground boxes may be altered as directed by the Engineer. Ground boxes shall not be placed in driveways or wheelchair ramps.

2. Metal ground box covers shall be grounded. The ground box cover and ground conductors shall be bonded to a ground rod located in the ground box and to the system ground. The grounding strap shall be of the flexible brand type. The strap shall be no less than one (1) inch in width and shall be five (5) feet minimum in length to allow the ground box cover to be removed from the box without disconnecting grounding strap.

3. During construction and until the project is complete, the Contractor shall provide all personnel and equipment necessary to remove ground box lids for inspection by the Engineer. The Contractor shall provide this assistance within 24 hours after notification from the Engineer.

4. Conduit penetrations in walls of floor shall be core-drilled and the outer edges of the conduit shall be waterproof sealed.

ITEM 628: Electrical Service

Arrange for and cooperate with the utility company to provide electrical power for the service(s) shown and as required by the plans. A meter will be required on all electrical services.

1. The proposed electrical service pole shall be constructed as shown on "ED" standards, as shown in the electrical service data and in accordance with item 628, "Electrical Service".

2. The Contractor shall be responsible for making all arrangements for electrical service, and compliance with local standards and practices for proper installations. The Contractor shall coordinate electrical connection or services establishment. Addresses for service poles will be provided by HCRMA.

3. “ED" standards require that the enclosure and disconnect combination be rated as service entrance equipment. The mere assemblage of UL listed components does not meet this specification and will not be accepted. The enclosure and disconnect combination must have a UL label stating "Enclosed Industrial Control Panel" or other wording indicating that the panel assembly is UL listed.

4. The Contractor shall coordinate installation of primary power and proposed service pole with HCRMA’s energy provider. All power shall be single (1) phase and shall run via overhead and underground as directed by the Engineer.

ITEMS 636: Signs

Complete sign blanks and panels shall be handled and stored at the job site in such a manner that corners, edges and faces are not damaged. Finished sign blanks shall be stored in either a weather-proof warehouse or outside and off the ground in a vertical position. All paper, cardboard and chemically treated separators and packaging shall be removed prior to outside storage.

ITEM 644: Small Roadside Sign Assemblies

All signs shall be installed as shown in the plans and in accordance with the current edition of the "Texas Manual on Uniform Traffic Control Devices" and the “Sign Crew Field Book” (SCFB).

All signs shall be erected according to the locations shown on the signing layout sheets except that a sign may be shifted in order to secure a more desirable location. All sign locations will be staked as shown in the plans and as approved. It is the intent of the plans to erect all roadside traffic signs with the sign edge a minimum of 6 feet from the edge of the shoulder, or if none, 12 feet from the edge of the travel lane. In curb and gutter sections the sign edge shall be a minimum of 2 feet from the face of the curb.

For this project, aluminum type sign blanks as provided for under Item 636 will be required for all proposed signing installed under Item 644. Aluminum sign blanks less than 7.5 square feet shall be 0.08 inch thick, sign blanks 7.5 to 15 square feet shall be 0.100 inch thick and sign blanks greater than 15 square feet shall be 0.125 inch thick.

All excess excavation shall be spread uniformly inside the right of way as directed and shall be included in the price of these Items.

Sign types which design details are not shown on the plans shall conform with the latest edition of the TxDOT's "Standard Highway Sign Design for Texas" Manual.

Signs shown to be removed shall include the complete sign installation and separate the sign post at the concrete foundation. The concrete foundation shall be disposed in accordance with this Bid Item. Except for concrete foundations, all removed sign panels, sign posts, and hardware shall remain then property of the Department. All removed sign installations shall be completely disassembled. All salvageable sections of sign panels shall be reverted to original owner. The removed sign material will be required to be hauled to the maintenance yard closest to the project. No signs shall be removed without prior approval.

ITEM 647: Large Roadside Sign Supports and Assemblies

New sign foundation stubs, when left overnight without installing signs and posts, shall be protected with flashing electric lights.

ITEM 656: Foundations for Traffic Control Devices

The dimensions shown on the plans for location of signal pole foundations, conduit and other items may be varied to meet existing conditions as approved.

The work area shall be cleaned up and all loose material resulting from the contract operations shall be removed from the work area each day before work is suspended.

No traffic signal pole shall be placed on the foundations prior to seven (7) days following placement of concrete.

ITEM 658, Delineator and Object Marker Assemblies

Delineator assemblies shall be installed 8 feet from the edge of the shoulder unless restricted by some obstruction, in which case, the delineator assembly shall be placed between 2 and 8 feet from the edge of the shoulder.

Bi-directional object markers shall be in accordance with the D&OM standard sheets. The

Contractor is directed to the standards when instructed where and how to install the object markers.

ITEMS 662 and 666: Work Zone Pavement Markings and Retroreflectorized Pavement Markings

All permanent pavement markings and work zone pavement markings for this project under these Items shall be 0.100 inches (100 mil) thick thermoplastic.

Any permanent pavement markings or non-removal work zone pavement markings lacking reflectivity in accordance with the requirements of Tex 828-B, or that fail to meet minimum retro reflectivity requirements for longitudinal pavement markings when required, will be addressed per the requirements of the specification. The roadway will be re-striped at no additional compensation.

Pavement surface preparation for markings and markers will not be paid for directly, but shall be considered subsidiary to Item 666.

Prior to any striping operations, an on-site coordination meeting between all the parties involved will be required to review striping details and requirements to ensure quality work.

The beads used on this project shall meet the requirements of Departmental Materials Specification DMS-8290, Glass Traffic Beads Texas Type II & III. Use a 50% Type II/ 50% Type III mix utilizing a double drop system with Type III beads dropped first.

For expressway projects, provide channelizing devices at the ramp connections when temporary pavement marking tabs are placed. These channelizing devices will be subsidiary to Item 502.

ITEM 666: REFLECTORIZED PAVEMENT MARKINGS

Contractor to use shadow lane line design on concrete surfaces.
Item 666 6162 RE PV TY I (BLACK)6”(SHADOW) (100 MIL) LF as shown on various plan sheets to be replaced with Item 666 6159 RE PV TY I (BLACK)4”(SHADOW) (100 MIL) LF

ITEM 668: PREFABRICATED PAVEMENT MARKINGS

Item 668 Prefab Pav Mrk 4" white broken w/7” black contrast shown in pavement marking’s legend and sheet quantities to be replaced with the following items:

666 6159 RE PV MRK TY I (BLACK)4"(SHADOW)(100MIL) LF
666 6303 RE PM W/RET REQ TY I (W)4"(SLD)(100MIL) LF

ITEM 677: Eliminating Existing Pavement Markings and Markers

Asphalt and aggregate types and grades shall be as approved in writing when a surface treatment is used to eliminate existing pavement markings.

ITEM 680: Highway Traffic Signals

The installation of highway traffic signals shall consist of the following principal Items:

1. Furnishing and installing 8-phase full traffic actuated controllers, base mounted cabinets, conflict monitors, load switches and loop amplifiers.
2. Furnishing and installing post mounted flashing beacon controllers and cabinets.
3. Furnishing and installing either, steel strain and/or mast arm poles, electrical service, luminaires, signal heads and cables, pedestrian heads and push buttons with signs that meet the "Americans with Disabilities Act" Standards, galvanized steel span wire, loop detectors, ground boxes, conduit runs and controller foundations.
4. Removal and disposal of existing signal material specified in the plans.
5. All other Items not listed above which are needed to provide for complete traffic signal installations and for proper signal operation as called for in the plans and specifications shall be furnished and installed.

Any deviation of location for proposed signal work shall be as approved.

All wiring not covered by the plans and specifications shall be in accordance with the latest edition of the National Electrical Code

Signal controller

The signal installations shall be wired in accordance with the phase diagrams in the plans. The proposed base mounted cabinets shall contain 8-phase conflict monitors, which display the "R-Y-G" and "Walk" phases. In addition to detecting phasing conflicts, the Conflict monitors shall also be able to detect multiple signal head indications within every phase. The conflict monitors shall continue to operate in the event of a power supply failure in the timer and shall be able to retain in memory the time and date of the failure detection. Time changes shall be programmable in the field without replacing components or use of external devices. The full-actuated controllers shall meet N.E.M.A. Specifications. The flasher Controllers shall be solid state.

A controller manufacturer's technician shall be required to load initial timing programs into the controllers as called for in the plans. Once the traffic signals are turned on, the same technician shall monitor the signal operation and traffic movement and shall adjust settings for best signal operation. The technician shall provide the HCRMA with a certification that the timing plan and coordination has been established according to the plans. This certification shall include a record showing all settings and functions programmed into the timer and any related units.

The controller must be delivered with two sets of wiring diagrams and operating manuals enclosed in a weatherproof bag.

All wiring not covered by the plans and specifications shall be in accordance with the latest edition of the National Electrical Code,

Under this Item, the proposed cabinets shall be base mounted or as shown in the plans.

Existing utilities

The exact location of existing underground utilities shall be verified with the utility companies prior to construction to avoid conflict with or damage to these utilities.

The coordination with the utility companies will be required to make any adjustments, due to utility conflicts, as defined in the specifications or deemed necessary.

Uniformity in equipment

1. All traffic signal controllers furnished shall be by the same manufacturer.
2. All flashing beacon controllers furnished shall be by the same manufacturer.
3. All traffic signal heads and flashing beacon heads furnished shall be by the same manufacturer.
4. All signal fittings and pipe brackets shall be of an approved metallic material and of the same design and manufacturer.
5. All traffic signal poles furnished shall be by the same manufacturer.
6. All loop detector amplifiers furnished shall be by the same manufacturer and of the same type.

Handling of traffic

Roads and streets shall be kept open to traffic at all times. The setting of loop detectors shall be arranged so as to close only one lane of a roadway at a time. The installation of signal heads, poles and conduit shall also be arranged so as to permit the continuous movement of traffic in both directions at all times.

All construction operations shall be conducted to provide the least possible interference to traffic as shown on the plans, as provided for in the specifications and/or as directed. All signing, barricading and handling of traffic shall conform to the current edition of the "Texas Manual on Uniform Traffic Control Devices".

Sequence of work

1. The existing traffic signal installations and/or flashing beacon installations shall remain in operation at all times during construction of the proposed traffic signal and/or flashing beacon installations or modifications.
2. The complete removal of the specified existing traffic signal and/or flashing beacon installations or specified Items when the proposed traffic signal and/or flashing beacon installations are in place and operational.
3. All labor, tools, and materials used to remove the specified existing traffic signal material shall not be paid for directly, but shall be considered subsidiary to the various items of work.

ITEM 682: Vehicle and Pedestrian Signal Heads

All signal heads shall be covered with burlap from the time of installation until the signal is placed in operation. All signal heads shall be of polycarbonate material and yellow in color. Signal heads shall have standard detachable visors. LED's shall be furnished for all traffic signal heads.

Signal heads shall be positioned carefully to provide the best view of signal indications to motorists. All signal heads shall be installed to a neat overall appearance.

Nominal height for signal heads above pavement surface shall be 18 feet 6 inches, plus/minus 3 inches.

Pedestrian signal heads shall be positioned carefully to provide the best view to pedestrians.

ITEM 684: Traffic Signal Cables

All signal cable shall be #12 AWG; 2/c loop. Lead-In shall be #14 AWG shielded and loop wires in pavement.

ITEM 686: Traffic Signal Pole Assemblies (Steel)

The locations for the proposed traffic signal poles are approximate. The exact locations will be determined in the field in coordination with the Engineer.

Erection and/or removal of poles and luminaries located near any overhead electrical power lines shall be accomplished using established industry and utility safety practices. The appropriate utility company shall be consulted with prior to beginning such work.

ITEM 688: Pedestrian Detectors and Vehicle Loop Detectors

The Contractor shall install loop vehicle detectors in accordance with the Intersection layouts in the plans or as directed. Each loop detector Lead-In cable shall be tagged inside the controller cabinet with its loop number. The loop amplifiers shall indicate the loop and phase of control or direction of control. Loop wires in street shall be #14 AWG. Pedestrian detectors shall meet the minimum requirements called for by the "Americans with Disabilities Act".

Loop detector lead-in cable shall be continuous from ground box to the controller.

Splices for loop wire will be permitted only at ground boxes or pole base with approved weatherproof splice kits.

A minimum length of 2.0 feet for each cable shall be left in each ground box.

ITEM 6007: Fiber Optic Cable

1. The Contractor shall be responsible for testing of all fiber optic cable on the project.

2. The Contractor shall completely test all strands of the fiber optic cable in accordance with the requirements of the specification. Notify the Engineer no less than 2 weeks prior to the starting of the tests to allow the Engineer’s representative to witness the tests.

3. The Contractor shall provide copies of all optical time-domain reflectometer (OTDR) test results to the Engineer upon completion of the tests. The Contractor shall furnish all software necessary for access and viewing of OTDR results.

4. The Contractor shall document all changes in the fiber optic cable utilization and provide detailed fiber optic cable utilization diagrams to the Engineer upon completion of all changes.

5. The Contractor shall utilize fiber optic splice enclosures designed and fully equipped to accommodate 144 strand fiber optic cables, 48 strand fiber optic cables and 12 fiber optic pigtails, splices, and connectors unless shown otherwise in the plans.

6. The Contractor shall perform all fiber optic testing on this project bi-directionally.

7. The Contractor shall provide communication cables and electrical conductors in each ground/pole mounted cabinets, ground boxes, electrical services and ITS poles. These cables are quantified in the TMS conduit and cable run schedule. Cable lengths installed in excess of shown quantities will not be paid for.

ITEM HCRMA-ITS-01 Traffic Management Center Electronics and Software

1. Contractor to provide a dedicated server

ITEM HCRMA–ITS-02 CCTV Field Equipment

1. In order to prove operability of CCTV systems submitted for use of this project, the Contractor shall deliver 1 complete set of CCTV equipment for testing as part of the equipment submittal and approval process. The equipment submitted for testing must be fully assembled and in a fully operational condition. The Contractor will configure all equipment submitted for testing as is intended for use of the project. Prototype equipment will not be allowed. The equipment will be interconnected to the proposed Traffic Management System. To be considered fully operational, as a minimum, the equipment must correctly respond to the following commands:

    - Pan left
    - Pan right
    - Tilt up
    - Tilt down
    - Zoom in
    - Zoom out
    - Focus near
    - Focus far
    - Iris override
    - Iris open
    - Iris close
    - Camera power (latching)
    - Pan tilt position preset

2. Equipment which in any manner is not fully operational with the control system will be considered as not passing the test. Equipment which does not pass the test will be allowed 1 chance to be retested. The retest must occur within 30 calendar days after the initial test. All issues of non-compliance and all discrepancies must be resolved for the second test. Equipment which is not able to be retested within 30 calendar days or which

does not pass the second test will be rejected and cannot be used on the project. No additional time or compensation will be granted for the testing of or compensation will be granted for the testing of the CCTV equipment. Successful testing of the CCTV equipment must be completed prior to any construction activities at the CCTV locations. Do not install any camera poles, cabinets or any other CCTV related equipment until successful CCTV equipment testing has occurred.

3. Upon completion of installation, the Contractor shall test the communications link installed between the communications hub building and the CCTV field equipment locations. The Contractor to perform the test at all CCTV locations on the project.

4. The Contractor shall use a test signal generator and video monitor to demonstrate the ability of the video signal link to transmit a NTSC compliant video signal from CCTV cabinet to the communications HUB cabinet. After completion of testing with the signal generator, the contractor shall connect the CCTV camera to the link and use a video monitor at the communications hub cabinet to verify the presence of an NTSC compliant video signal. No degradation of the video signal shall be discernible using the video monitor.

5. For the data communications link, the contractor shall perform a bit error rate test (bert). Using a protocol analyzer which will qualify the link with a minimum bit error rate of 10e-9. After successful completion of the bert, the contractor shall connect a laptop computer containing CCTV control software to the link and use to control the CCTV movement and control functions from the communications HUB building utilizing the data link. The Contractor shall demonstrate the ability to control all CCTV functions outlined in the specifications. The Contractor shall supply all test equipment, cabling and connectors necessary for performing the tests. Contractor to furnish CCTV control software at the time of testing.

Misc ITS and Toll

1. Contractor to provide the following data for all its components:
   - X,Y of top of ground boxes
   - Ground box depths
   - X,Y of top of its pole foundation, side nearest to ML edge of pavement
   - X,Y of top of toll gantries OSB/COSS foundations, side nearest to ML edge of pavement
   - X,Y of top of its ground mount cabinet foundations, side nearest to ML edge of pavement
   - X,Y of top of its electrical service poles, side nearest to ML edge of pavement
   - X,Y of conduits at every horizontal break/shift.
   - Z (elevation) of top of conduit for every vertical break/shift

This item shall be subsidiary to the various bid items.

2. Usual depth of conduits as per ITS conduit communication/power conduit trench details.
   - Contractor shall review all portions of plan set i.e. Plan and profiles, culvert layouts, irrigation layouts, U&D, etc. to determine possible conflicts with ITS/Tolling conduits.
   - The Engineer noted in TMS layouts possible conflict points. The Contractor shall be responsible for verifying these conflict points and reviewing/determine possible

conflicts for all proposed structures and existing utilities prior to installation of proposed culvert/irrigation structures and ITS-Toll conduits.

3. Sequence of Construction
   - The Contractor shall coordinate with all utility companies prior to installation of conduits
   - The Contractor shall install conduits under proposed roadway construction during the various phases of construction.
   - The Contractor shall install conduits under proposed irrigation/culvert construction during the various phases of construction.
   - The Contractor may bore, at its own cost, in lieu of installing conduits during the various phases of construction.

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T. GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

PREFACE:

The "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges" of the Texas Department of Transportation, 2014, as amended and augmented by the Supplemental Specifications/Provisions following, shall govern the performance of the Contract. These specifications/provisions hereby are made a part of the Contract as fully and with the same effect as if set forth at length herein.

Attention is directed to the fact that any other documents printed by the Texas Department of Transportation modifying or supplementing said "Standard Specifications", such as Standard Supplemental Specifications, Special Provisions (by the Department), Notice to Bidders, etc., do not form a part of this Contract nor govern its performance, unless specifically so-stated in the Supplemental Specifications/Provisions herein contained.

References to "Proposal" have been changed to "Bid" in the Owner's documents for this contract, including many standard TxDOT terms such as "Examination of Site of Work and Bid [Proposal]". This shall be accounted for when working contract documents prepared by the Owner with those standards prepared by TxDOT.

References made to specific section numbers in these Special Provisions, or in any of the various documents which constitute the complete Contract Documents, shall, unless otherwise denoted, be construed as referenced to the corresponding section of the "Standard Specifications" issued by the Texas Department of Transportation in 2014 and the included "Items 1L-9L General Requirements and Covenants" issued by the HCRMA.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS:
ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014.
STANDARD SPECIFICATIONS

ARE INCORPORATED INTO THE CONTRACT BY REFERENCE

ITEM 1L-9L	GENERAL REQUIREMENTS AND COVENANTS
ITEM 1L	ABBREVIATIONS AND DEFINITIONS
ITEM 2L	INSTRUCTIONS TO BIDDERS
ITEM 3L	AWARD AND EXECUTION OF CONTRACT
ITEM 4L	SCOPE OF WORK
ITEM 5L	CONTROL OF THE WORK
ITEM 6L	CONTROL OF MATERIALS
ITEM 7L	LEGAL RELATIONS AND RESPONSIBILITIES
ITEM 8L	PROSECUTION AND PROGRESS
ITEM 9L	MEASUREMENT AND PAYMENT
ITEM 100	PREPARING RIGHT OF WAY (103)
ITEM 103	DISPOSAL OF WELLS (100)
ITEM 104	REMOVING CONCRETE
ITEM 106	OBLITERATE ABANDONED ROAD
ITEM 110	EXCAVATION (132)
ITEM 132	EMBANKMENT (100)(160)(204)(210)(216)(260)(400)
ITEM 160	TOPSOIL (168)
ITEM 164	SEEDING FOR EROSION CONTROL (162)(166)(168)
ITEM 168	VEGETATIVE WATERING
ITEM 169	SOIL RETENTION BLANKETS
ITEM 204	SPRINKLING
ITEM 210	ROLLING
ITEM 216	PROOF ROLLING
ITEM 300	ASPHALTS, OILS AND EMULSIONS
ITEM 247	FLEXIBLE BASE (105)(204)(210)(216)(520)
ITEM 251	REWORKING BASE COURSES (204)(210)(216)(247)(520)
ITEM 260	LIME TREATMENT (ROAD-MIXED) (105)(132)(204)(210)(216)(247)(300)(310) (520)
ITEM 275	CEMENT (204)(210)(216)(247)(300)(310)(520)
ITEM 305	SALVAGING, HAULING, AND STOCKPILING RECLAIMABLE ASPHALT PVMNT
ITEM 310	PRIME COAT (300)(316)
ITEM 316	SEAL COAT (210)(300)(302)
ITEM 341	DENSE-GRADED HOT-MIX ASPHALT (300)(301)(320)(520)(585)
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REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS
(FORM FHWA 1273, MAY, 2012)
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SPECIAL PROVISION	"NONDISCRIMINATION" (000-002L)
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FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
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IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28

CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect

persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment

opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer

to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and

shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program

does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of

compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant

who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

The wage rates listed are those predetermined by the Secretary of Labor and State Statue to be the minimum wages paid. To determine the applicable wage rate zone, a list entitled "TEXAS COUNTIES IDENTIFIED BY WAGE RATE ZONES" is provided in the contract. Any wage rate that is not listed must be submitted to the Engineer for approval. IMPORTANT NOTICE FOR STATE PROJECTS; only the controlling wage rate zone applies to the contract. Effective 01-01-2021. Hidalgo County is Wage Rate Zone 3 shown on the following page:

CLASS. #	CLASSIFICATION DESCRIPTION	*ZONE TX03 (TX20210003)
1428	Agricultural Tractor Operator	
1300	Asphalt Distributor Operator	$13.48
1303	Asphalt Paving Machine Operator	$12.25
1106	Asphalt Raker	$10.61
1112	Batching Plant Operator, Asphalt	
1115	Batching Plant Operator, Concrete	
1214	Blaster	
1615	Boom Truck Operator	
1444	Boring Machine Operator	
1305	Broom or Sweeper Operator	$10.33
1144	Communications Cable Installer	
1124	Concrete Finisher, Paving and Structures	$12.46
1318	Concrete Pavement Finishing Machine Operator	
1315	Concrete Paving, Curing, Float, Texturing Machine Operator	
1333	Concrete Saw Operator	
1399	Concrete/Gunite Pump Operator	
1344	Crane Operator, Hydraulic 80 tons or less	
1345	Crane Operator, Hydraulic Over 80 Tons	
1342	Crane Operator, Lattice Boom 80 Tons or Less	$14.39
1343	Crane Operator, Lattice Boom Over 80 Tons	
1306	Crawler Tractor Operator	$16.63
1351	Crusher or Screen Plant Operator	
1446	Directional Drilling Locator	
1445	Directional Drilling Operator	
1139	Electrician	
1347	Excavator Operator, 50,000 pounds or less	$12.56
1348	Excavator Operator, Over 50,000 pounds	$15.23
1150	Flagger	$9.10
1151	Form Builder/Setter, Structures	$12.30

CLASS. #	CLASSIFICATION DESCRIPTION	*ZONE TX03 (TX20210003)
1160	Form Setter, Paving & Curb	$12.16
1360	Foundation Drill Operator, Crawler Mounted	
1363	Foundation Drill Operator, Truck Mounted	$16.86
1369	Front End Loader Operator, 3 CY or Less	$13.49
1372	Front End Loader Operator, Over 3 CY	$13.69
1329	Joint Sealer	
1172	Laborer, Common	$9.86
1175	Laborer, Utility	$11.53
1346	Loader/Backhoe Operator	$12.77
1187	Mechanic	$15.47
1380	Milling Machine Operator	$14.64
1390	Motor Grader Operator, Fine Grade	$16.52
1393	Motor Grader Operator, Rough	$14.62
1413	Off Road Hauler	
1196	Painter, Structures	
1396	Pavement Marking Machine Operator	
1443	Percussion or Rotary Drill Operator	
1202	Piledriver	
1205	Pipelayer	$11.87
1384	Reclaimer/Pulverizer Operator	
1500	Reinforcing Steel Worker	$14.07
1402	Roller Operator, Asphalt	
1405	Roller Operator, Other	
1411	Scraper Operator	$11.07
1417	Self-Propelled Hammer Operator	
1194	Servicer	$12.34
1513	Sign Erector	
1708	Slurry Seal or Micro-Surfacing Machine Operator	
1341	Small Slipform Machine Operator	
1515	Spreader Box Operator	
1705	Structural Steel Welder	
1509	Structural Steel Worker	
1339	Subgrade Trimmer	
1143	Telecommunication Technician	
1145	Traffic Signal/Light Pole Worker	
1440	Trenching Machine Operator, Heavy	
1437	Trenching Machine Operator, Light	
1609	Truck Driver Lowboy-Float	$13.63

CLASS. #	CLASSIFICATION DESCRIPTION	*ZONE TX03 (TX20210003)
1612	Truck Driver Transit-Mix	
1600	Truck Driver, Single Axle	$10.82
1606	Truck Driver, Single or Tandem Axle Dump Truck	$14.53
1607	Truck Driver, Tandem Axle Tractor with Semi Trailer	$12.12
1441	Tunneling Machine Operator, Heavy	
1442	Tunneling Machine Operator, Light	
1706	Welder	$14.02
1520	Work Zone Barricade Servicer	$12.88

Notes:

*Represents the USDOL wage decision.

Any worker employed on this project shall be paid at the rate of one and one half (1-1/2) times the regular rate for every hour worked in excess of forty (40) hours per week.

For reference, the titles and descriptions for the classifications listed here are detailed further in the AGC of Texas' *Standard Job Classifications and Descriptions for Highway, Heavy, Utilities, and Industrial Construction in Texas* posted on the AGC's Web site for any contractor.

U. SPECIAL SPECIFICATIONS

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V. VALUE ENGINEERING CHANGE PROPOSALS (VECP)

This Contract is subject to Value Engineering Change Proposals.

1. Owner may accept, in whole or in part, any Contractor proposed VECP by issuing a Change Order. Owner shall not be liable to Contractor for failure to accept or act upon any VECP submitted pursuant to these requirements. Any schedule impacts resulting from a VECP proposal will be identified in an agreed upon Change Order. Until a proposal is affected by a Change Order, the Contractor shall remain obligated to the terms and conditions of the existing Contract.
2. If an executed Change Order has not been issued by the date upon which the Contractor's proposal specifies that a decision should be made, or any other date as the Contractor may subsequently have specified in writing, the proposal shall be deemed rejected. Owner reserves the right to include in the agreement any conditions it deems appropriate for consideration, approval, and implementation of the proposal provided such conditions are reflected in an agreed upon Change Order.
3. The Change Order affecting the necessary Contract modification will establish the net savings agreed upon, will provide for adjustment in the Contract prices or Contract time, and will indicate the net savings to be rationed between Contractor and Owner. In the event a VECP is accepted by Owner, the provisions of the Contract Documents that pertain to adjustment of Contract unit prices due to alterations of Contract quantities will not apply to the items adjusted or deleted as a result of implementing the VECP by Change Order.
4. Acceptance of a VECP and performance of the additional work will not change the Contract time limit, unless specifically provided for in the Change Order authorizing the Final VECP.
5. Owner expressly reserves the right to adopt a VECP for general use in contracts administered by Owner when it determines that the proposal is suitable for application to other contracts. VECPs identical or similar to previously submitted proposals will be eligible for consideration and compensation under these provisions if such proposals were not previously adopted for general application to other contracts administered by Owner. When a VECP is adopted for general use, compensation pursuant to these requirements will be applied only to those contracts awarded and for which the subject VECP has been submitted prior to the date of adoption of the specific VECP. Owner or any other public agency will have the right to use all or part of any accepted VECP on other projects without obligation or compensation of any

kind to the Contractor. Contractor shall have no obligation related to, or liability resulting from, the use of a VECP or VECP-related concept by Owner utilized outside of the Contract. If VECP is accepted, Contractor hereby grants Owner unlimited rights in the VECP and supporting data.

6. Contractor's direct costs for preparation of the VECP and Owner's reasonable costs to review and administer the VECP shall be deducted from the gross savings.
7. The gross savings of any accepted Final VECP under this Contract shall be shared between the Owner and the Contractor as follows: Owner 40% and Contractor 60%.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-47

APPROVAL OF AWARD OF CONTRACT WITH ATLAS TECHNICAL CONSULTANTS FOR CONSTRUCTION MATERIAL TESTING SERVICES FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 26th day of October, 2021, by the Board of Directors of the HidalgoCounty 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 the Authority finds it necessary to approve Resolution 2021-47 Approval of Award of Contract by and between the Atlas Technical Consultants formerly known as Pavetex Engineering, LLC, and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services.

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

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

Section 2. The Board hereby approves Award of Contract by and between Atlas Technical Consultants and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services in the amount of $402,877.44, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Professional Service Agreement for Construction Material Testing with Atlas Technical Consultants., as approved by the Board.

*****

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 26th day of October 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Main
Professional Service
Agreement with
Atlas Technical Consultants.
For
Construction Material Testing Services

STATE OF TEXAS §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING / DESIGN SERVICES

THIS CONTRACT FOR ENGINEERING SERVICES is made by and between the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter the "Authority") and Atlas Technical Consultants LLC. (hereinafter the "Engineer"), having its principal business address at 1959 Saratoga Blvd., building 12, Corpus Christi, TX 78417 for the purpose of contracting for engineering services (hereinafter the "Agreement").

WITNESSETH

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

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

WHEREAS, pursuant to the Procurement and the Authority Board of Director's (the Board's) ranking of respondents thereto, the Board finds it to be in the best interest of the Authority to engage the Engineer to provide verification sampling and testing services as required by the 2019 TxDOT Guide Schedule of Sampling & Testing for Design Bid-Build Projects and adopted Quality Assurance Program (QAP) to assure that materials and workmanship incorporated into highway construction projects are in reasonable conformity with the requirements of the approved plans and specifications, including any approved changes as required for the development of the Project, as approved by the Authority to wit: **PROVIDE CONSTRUCTION MATERIALS TESTING TO ASSURE MATERIALS, INCORPORATED INTO THE 12.23 MILES OF SEGMENT 1 [FROM MCCOLL ROAD TO US281] AND SEGMENT 2 [FROM FM396, ANZALDUAS HIGHWAY/GSA CONNECTOR] ON PHASE II OF 365 TOLL HIGHWAY CONSTRUCTION PROJECT ARE SUBJECT TO VERIFICATION SAMPLING AND TESTING WHEN REQUIRED AND MEET PROJECT PLANS AND SPECIFICATIONS; AND ADMINISTERING QUALITY MONITORING AND QUALITY ASSURANCE PROGRAM. OVERALL PROJECT CONSISTS OF CONSTRUCTION OF A 12.23 MILE TOLLED FACILITY FROM FM 396 & GSA CONNECTOR TO US 281 (MILITARY HIGHWAY), WHICH CONSISTS OF: OF GRADING, FLEXIBLE BASE, LIME TREATED SUBGRADE, ASPHALTIC CONCRETE PAVEMENT, CONCRETE PAVEMENT, SIGNING AND PAVEMENT MARKINGS, CROSS CULVERTS, BRIDGE STRUCTURES, RETAINING WALLS, ILLUMINATION AND TOLL EQUIPMENT.** (the "Project");

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

AGREEMENT

ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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

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

ARTICLE II
AGREEMENT PERIOD

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on {December 13, 2025} unless the Agreement period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Section 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Section 14, Termination. Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

ARTICLE III
COMPENSATION

3.1 Maximum Amount Payable. The maximum amount payable under this contract is $402,877.44 unless modified (1) modified written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements or (2) modified through a work authorization as set forth in Article V, provided that such work authorizations is adopted by Board action.

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

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

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

ARTICLE IV
PAYMENT REQUIREMENTS

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

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

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

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

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

4.6 **Required Reports.**

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

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

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

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

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

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

ARTICLE V
WORK AUTHORIZATIONS

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

ARTICLE VI
SIGNATORY WARRANTY

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

ARTICLE VII
NOTICES

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

Engineer:	**Authority:**
Atlas Technical Consultants LLC 1959 Saratoga Blvd., Building 12 Corpus, Christi, Texas 78417 Attn: Marvin Garcia P.E, Senior Vice President/ Director of Operations	Hidalgo County Regional Mobility Authority (HCRMA) 203 W. Newcombe, Ave. Pharr, Texas 78577 Attn: Pilar Rodriguez, P.E., Executive Director

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

ARTICLE VIII

INCORPORATION OF PROVISIONS

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

SIGNATORIES

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

AUTHORITY	**ENGINEER**
By: _____	By: _____
Name: Pilar Rodriguez	Name: Marvin Garcia, P.E.
Title: Executive Director	Title: Senior Vice President-Regional Director of Operations
Hidalgo County Regional Mobility Authority	ATLAS TECHNICAL CONSULTANTS, LLC
Date: _____	Date: _____

:

LIST OF ATTACHMENTS TO AGREEMENT
FOR ENGINEERING SERVICES
INCORPORATED INTO THE AGREEMENT BY REFERENCE

Attachments	Title
A	General Provisions
B	Services to Be Provided by the Authority
C	Services to Be Provided by the Engineer
D	Work Authorization Forms
D-1	Work Authorization Form for Agreement for Engineering Services
D-2	Supplemental Work Authorization Form
E	Fee Schedule
E-1	Final Cost Proposal Form
E-2	Rate Sheets
E-3	Maximum Amount Payable
F	Work Schedule
G	Contract Deliverables/Computer Graphics Files for Document and Information Exchange, if applicable
H	DBE Participation
H-MOU	Memorandum of Understanding
H-Instructions	Instructions As per 49CFR 26.21
H-FG	Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts – See Attachment H Instructions
H–FN	Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts – See Attachment H Instructions
H–SG	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – County of Texas HUB. Subcontracting plan required – See Attachment H Instructions
H–SN	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – No County of Texas HUB
H–1	Subprovider Monitoring System Commitment Worksheet
H–2	Subprovider Monitoring System Commitment Agreement
H–3	Monthly Progress Assessment Report
H-4	Subprovider Monitoring System Final Report
H-5	Federal Subproviders and Supplier Information
H-6	HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report
H-7	DBE Certifications
I	Certificate of Insurance
J	Conflicts of Certification
K	Debarment Certification
L	2019 Quality Assurance Program for Design Bid Build Projects
M	2019 Guide Schedule of Sampling & Testing for Design Bid-Build Projects

ATTACHMENT A
GENERAL PROVISIONS

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SECTION 1. WORK AUTHORIZATIONS

A. Use. The Engineer shall not begin any work until the Authority and the Engineer have signed a work authorization. Costs incurred by the Engineer before or after the completion date specified in the work authorization are not eligible for reimbursement. All work must be completed on or before the completion date specified in the work authorization, and no work authorization completion date shall extend beyond the Agreement period set forth in Article II of the Agreement (Agreement Period).

B. Contents. Each work authorization will include: (1) types of services to be performed; (2) a period of performance with a beginning and ending date; (3) a full description of the work to be performed; (4) a work schedule with milestones; (5) a cost not to exceed amount, (6) the basis of payment whether cost plus fixed fee, unit cost, lump sum, or specified rate; and (7) a work authorization budget calculated using fees set forth in Attachment E, Fee Schedule. The Engineer is not to include additional Agreement terms and conditions in the work authorization. In the event of any conflicting terms and conditions between the work authorization and the Agreement, the terms and conditions of the Agreement shall prevail and govern the work and costs incurred.

C. Work Authorization Budget. A work authorization budget shall set forth in detail (1) the computation of the estimated cost of the work as described in the work authorization, (2) the estimated time (hours/days) required to complete the work at the hourly rates established in Attachment E, Fee Schedule; (3) a work plan that includes a list of the work to be performed, (4) a stated maximum number of calendar days to complete the work, and (5) a cost-not-to-exceed-amount or unit or lump sum cost and the total cost or price of the work authorization. The Authority will not pay items of cost that are not included in or rates that exceed those approved in Attachment E.

D. No Guaranteed Work. Work authorizations are issued at the discretion of the Authority. While it is the Authority's intent to issue work authorizations hereunder, the Engineer shall have no cause of action conditioned upon the lack or number of work authorizations issued.

E. Incorporation into Agreement. Each work authorization shall be signed by both parties and become a part of this Agreement. No work authorization will waive the Authority's or the Engineer's responsibilities and obligations established in this Agreement. The Engineer shall promptly notify the Authority of any event that will affect the schedule or completion of the work authorization.

F. Supplemental Work Authorizations. Before additional work may be performed or additional costs incurred, a change in a work authorization shall be enacted by a written supplemental work authorization in the form identified and attached hereto as Attachment D. Both parties must execute a supplemental work authorization within the period of performance specified in the work authorization. The Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with the performance or prior to the execution of the work authorization. The Engineer shall allow adequate time for review and approval of the supplemental work authorization by the Authority prior to expiration of the work authorization. Any supplemental work authorization must be executed by both parties within the time period established in Article II of the Agreement, (Agreement Period). Under no circumstances will a work authorization be allowed to extend beyond the Agreement's expiration date, unless a supplemental to the Agreement is approved by both parties extending the Agreement date.

F-1. More Time Needed. If the Engineer determines or reasonably anticipates that the work authorized in a work authorization cannot be completed before the specified completion date, the Engineer shall promptly notify the Authority. The Authority may, at its sole discretion, extend the work authorization period by execution of a supplemental to the work authorization, using the form attached hereto as Attachment D.

F-2. Changes in Scope. Changes that would modify the scope of the work authorized in a work authorization must be enacted by a written supplemental to the appropriate work authorization. The Engineer must allow adequate time for the Authority to review and approve any request for a time extension prior to expiration of the work authorization. If the change in scope affects the amount payable under the work authorization, the Engineer shall prepare a revised work authorization budget for the Authority's approval.

G. New Work Authorization. If the Engineer does not complete the services authorized in a work authorization before the specified completion date and has not requested a supplemental to the appropriate work authorization, the work authorization shall terminate on the completion date. At the sole discretion of the Authority, it may issue a new work authorization to the Engineer for the incomplete work using the unexpended balance of the preceding work authorization for the project. If approved by the Authority, the Engineer may calculate any additional cost for the incomplete work using the rates set forth in the preceding work authorization and in accordance with Attachment E, Fee Schedule.

H. Emergency Work Authorizations. The Authority, at its sole discretion, may accept the Engineer's signature on a faxed copy of the work authorization as satisfying the requirements for executing the work authorization, provided that the signed original is received by the Authority within five (5) business days from the date on the faxed copy.

I. Deliverables. Upon satisfactory completion of the work authorization, the Engineer shall submit the deliverables as specified in the executed work authorization to the Authority for review and acceptance.

J. Performance Standards. Unless authorized by the Authority and the Texas Department of Transportation, if applicable, work performed under this Agreement shall be developed in accordance with the latest version of the Texas Department of Transportation's manuals.

SECTION 2. PROGRESS

A. Progress meetings. The Engineer shall from time to time during the progress of the work confer with the Authority. The Engineer shall prepare and present such information as may be pertinent and necessary or as may be requested by the Authority in order to evaluate features of the work.

B. Conferences. At the request of the Authority or the Engineer, conferences shall be provided at the Engineer's office, the office of the Authority, or at other locations designated by the Authority. These conferences shall also include evaluation of the Engineer's services and work when requested by the Authority.

C. Inspections. If federal funds are used to reimburse costs incurred under this Agreement, the work and all reimbursements will be subject to periodic review by the Texas Department of Transportation and the U. S. Department of Transportation.

D. Reports. The Engineer shall promptly advise the Authority in writing of events that have a significant impact upon the progress of a work authorization, including:

1. Problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by Authority judgment of the action taken or contemplated, and any or federal assistance needed to resolve the situation; and
2. Favorable developments or events which enable meeting the work schedule goals sooner than anticipated.

E. Corrective Action. Should the Authority determine that the progress of work does not satisfy the milestone schedule set forth in a work authorization, the Authority shall review the work schedule with the Engineer to determine the nature of corrective action needed.

SECTION 3. SUSPENSION OF WORK AUTHORIZATION

A. Notice. Should the Authority desire to suspend a work authorization but not terminate the Agreement, the Authority may verbally notify the Engineer followed by written confirmation, giving ten (10) day notice. Both parties may waive the ten-day notice in writing.

B. Reinstatement. A work authorization may be reinstated and resumed in full force and effect within sixty (60) business days of receipt of written notice from the Authority to resume the work. Both parties may waive the sixty-day notice in writing.

C. Agreement Period Not Affected. If the Authority suspends a work authorization, the Agreement period as determined in Article II of the Agreement (Agreement Period) is not affected and the Agreement and the work authorization will terminate on the date specified unless the Agreement or work authorization is amended to authorize additional time.

D. Limitation of Liability. The Authority shall have no liability for work performed or costs incurred prior to the date authorized by the Authority to begin work, during periods when work is suspended, or after the completion date of the Agreement or work authorization.

SECTION 4. ADDITIONAL WORK

A. Notice. If the Engineer is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, it shall promptly notify the Authority in writing, presenting the facts of the work authorization and showing how the work authorization constitutes additional work.

B. Supplemental Agreement. If the Authority finds that the work does constitute additional work, the Authority shall so advise the Engineer and a written supplemental agreement will be executed as provided in Attachment A, General Provisions, Section 6, Supplemental Agreements.

C. Limitation of Liability. The Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with or prior to the execution of a supplemental agreement.

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SECTION 5. CHANGES IN WORK

A. Work Previously Submitted as Satisfactory. If the Engineer has submitted work in accordance with the terms of this Agreement but the Authority requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Agreement, the Engineer shall make such revisions as requested and as directed by the Authority. This will be considered as additional work and paid for as specified under Attachment A, General Provisions, Section 4, Additional Work.

B. Work Does Not Comply with the Agreement. If the Engineer submits work that does not comply with the terms of this Agreement, the Authority shall instruct the Engineer to make such revision as is necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

C. Errors/Omissions. The Engineer shall make revisions to the work authorized in this Agreement which are necessary to correct errors or omissions appearing therein, when required to do so by the Authority. No additional compensation shall be paid for this work.

SECTION 6. SUPPLEMENTAL AGREEMENTS

A. Need. The terms of this Agreement may be modified if the Authority determines that there has been a significant increase or decrease in the duration, scope, cost, complexity or character of the services to be performed. A supplemental agreement will be executed to authorize such significant increases or decreases.

B. Compensation. Additional compensation, if appropriate, shall be calculated as set forth in Article III of the Agreement (Compensation). Significant changes affecting the cost or maximum amount payable shall be defined to include but not be limited to new work not previously authorized or previously authorized services that will not be performed. The parties may reevaluate and renegotiate costs at this time.

C. When to Execute. Both parties must execute a supplemental agreement within the Agreement period specified in Article II of this Agreement (Agreement Period).

SECTION 7. OWNERSHIP OF DATA

A. Work for Hire. All services provided under this Agreement are considered work for hire and as such all data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this Agreement are the property of the Authority.

B. Disposition of Documents. All documents prepared by the Engineer and all documents furnished to the Engineer by the Authority shall be delivered to the Authority upon request by the Authority. The Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished the Authority under this Agreement, but further use of the data is subject to permission by the Authority.

C. Release of Data. The Engineer (1) will not release any documentation created or collected under this Agreement except to its subproviders as necessary to complete this Agreement; (2) shall include a provision in all subcontracts which acknowledges the Authority's ownership of the documents and prohibits its use for any use other than the project identified in this Agreement; and (3) is responsible for any improper use of the documents by its employees, officers, or subproviders, including costs, damages, or other liability resulting from improper use. Neither the Engineer nor any subprovider may charge a fee for the portion of the design plan created by the Authority.

D. Maintenance of Data. The Engineer and any subconsultant, subcontractor or vendor shall keep and maintain all Data and all other material relating to this Agreement and related projects, and shall make all such material available at any reasonable time during the term of the work on the Agreement and related projects and for five (5) years from the date of final payment to the Engineer for auditing, inspection, and copying upon the Authority's request or, if federal dollars are applied to the Agreement, upon request by the federal government.

SECTION 8. PUBLIC INFORMATION AND CONFIDENTIALITY

A. Public Information. The Authority will comply with Government Code, Chapter 552, the Public Information Act, and 43 Texas Administrative Code §3.10 et seq. in the release of information produced under this Agreement.

B. Confidentiality. The Engineer shall not disclose information obtained from the Authority under this Agreement without the express written consent of the Authority.

SECTION 9. PERSONNEL, EQUIPMENT AND MATERIAL

A. This Agreement is not intended to constitute, create, give up, or otherwise recognize a joint venture agreement or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

B. Engineer Resources. The Engineer shall furnish and maintain quarters for the performance of all services, in addition to providing adequate and sufficient personnel and equipment to perform the services required under this Agreement. The Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this Agreement, or it will be able to obtain such personnel from sources other than the Authority.

C. Removal of Contractor Employee. All employees of the Engineer assigned to this Agreement shall have such knowledge and experience as will enable them to perform the duties assigned to them. The Authority may instruct the Engineer to remove any employee from association with work authorized in this Agreement if, in the sole opinion of the Authority, the work of that employee does not comply with the terms of this Agreement or if the conduct of that employee becomes detrimental to the work.

D. Replacement of Key Personnel. The Engineer must notify the Authority in writing as soon as possible, but no later than three business days after a project manager or other key personnel is removed from association with this Agreement, giving the reason for removal.

E. Authority Approval of Replacement Personnel. The Engineer may not replace the project manager or key personnel without prior consent of the Authority. The Authority must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the Authority determines that the new project manager or key personnel is not acceptable, the Engineer may not use that person in that capacity and shall replace him or her with one satisfactory to the Authority within forty-five (45) days.

F. Ownership of Acquired Property. Except to the extent that a specific provision of this Agreement states to the contrary, the Authority shall own all intellectual property acquired or developed under this Agreement and all equipment purchased by the Engineer or its subcontractors under this Agreement. All intellectual property and equipment owned by the Authority shall be delivered to the Authority when this Agreement terminates, or when it is no longer needed for work performed under this Agreement, whichever occurs first.

G. The Engineer shall furnish and maintain, at its own expense, office space for the performance of all services, and adequate and sufficient personnel and equipment to perform the services as required. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them.

H. The Engineer agrees to maintain (in sufficient detail as will properly reflect all work done and results achieved in the performance of this Agreement) tracings, plans, specifications, maps, basic survey notes and sketches, books, records, reports, research notes, charts, graphs, comments, plans, comparisons, computations, analyses, recordings, photographs, computer programs, and documentations thereof, and other graphic or written data or deliverables generated in connection with the work called for in the Agreement; all such information and documentations to be termed "Data" under this Agreement.

I. All Data is the exclusive property of the Authority and shall be furnished to the Authority upon request and shall not be used or released by the Engineer or any other person except with the prior approval of the Authority. All documents prepared by the Engineer and all documents furnished to the Engineer by the Authority shall be delivered to the Authority upon completion of the relevant milestone for payment and/or termination of this Agreement. Provided, however, that none of the documents or materials are intended or represented by Engineer to be suitable for reuse by the Authority, or others on extensions of the project or on any other project. Any reuse of Data without written verification or adaptation by Engineer for use beyond the specific purpose intended will be at Authority's sole risk and without liability or legal exposure to Engineer.

SECTION 10. SUBCONTRACTING

A. Prior Approval. The Engineer shall not assign, subcontract or transfer any portion of professional services related to the work under this Agreement without prior written approval from the Authority.

B. DBE/HUB Compliance. The Engineer's subcontracting program shall comply with the requirements of Attachment H of the Agreement (DBE/HUB Requirements).

C. Required Provisions. All subcontracts for professional services shall include the provisions included in Attachment A, General Provisions, and any provisions required by law. The Engineer is authorized to pay subproviders in accordance with the terms of the subcontract, and the basis of payment may differ from the basis of payment by the Authority to the Engineer.

D. **Prior Review.** All subcontracts for professional services shall be approved as to form in writing by the Authority and, if applicable, by the Texas Department of Transportation prior to its execution and performance of work thereunder.

E. Engineer Responsibilities. No subcontract relieves the Engineer of any responsibilities under this Agreement.

SECTION 11. INSPECTION OF WORK

A. Review Rights. The Authority and if appropriate, the Texas Department of Transportation, and when federal funds are involved, the U. S. Department of Transportation, and any of their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

B. Reasonable Access. If any review or evaluation is made on the premises of the Engineer or a subprovider, the Engineer shall provide and require its subproviders to provide all reasonable facilities and assistance for the safety and convenience of the Authority and if appropriate the Authority, State, or federal representatives in the performance of their duties.

SECTION 12. SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by the Authority before a final report is issued. The Authority's comments on the Engineer's preliminary report must be addressed in the final report.

SECTION 13. VIOLATION OF AGREEMENT TERMS (BREACH OF AGREEMENT)

A. Violation. Violation of the Agreement terms or breach of this Agreement by the Engineer shall be grounds for termination of the Agreement. Any additional costs to the Authority that arise from the Engineer's default, breach of Agreement, or violation of Agreement terms shall be paid by the Engineer. This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

B. Venue. Venue for disputes related to this Agreement shall be Hidalgo County, Texas.

C. Applicable Laws. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

SECTION 14. TERMINATION

A. Causes. The Agreement may be terminated before the stated completion date by any of the following conditions.

1. By mutual agreement and consent, in writing from both parties.
2. By the Authority by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By the Authority for reasons of its own, not subject to the mutual consent of the Engineer, by giving ten business days notice of termination in writing to the Engineer.
5. By the Authority, if the Engineer violates the provisions of Attachment A, General Provisions Section 21, Gratuities.
6. By satisfactory completion of all services and obligations described herein.

B. Measurement. Should the Authority terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Engineer. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the Authority terminate this Agreement under Paragraph A (4) or (5) above, the Engineer shall not incur costs during the ten-day notice period in excess of the amount incurred during the preceding ten (10) days.

C. Value of Completed Work. If the Engineer defaults in the performance of this Agreement or if the Authority terminates this Agreement for fault on the part of the Engineer, the Authority will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in Attachment E, Fee Schedule) by the Engineer in performing the work to the date of default;

(2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the Authority; (4) the cost to the Authority of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; and (6) other factors which affect the value to the Authority of the work performed.

D. Calculation of Payments. The Authority shall use the fee schedule set forth in Attachment E to the Agreement (Fee Schedule) in determining the value of the work performed up to the time of termination. In the case of partially completed engineering services, eligible costs will be calculated as set forth in Attachment E, Fee Schedule. The sum of the provisional overhead percentage rate for payroll additives and for general and administrative overhead costs during the years in which work was performed shall be used to calculate partial payments.

E. Excusable Delays. Except with respect to defaults of subproviders, the Engineer shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Engineer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

F. Surviving Requirements. The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the Authority and the Engineer under this Agreement, except for those provisions that establish responsibilities that extend beyond the Agreement period.

G. Payment of Additional Costs. If termination of this Agreement is due to the failure of the Engineer to fulfill its Agreement obligations, the Authority may take over the project and prosecute the work to completion, and the Engineer shall be liable to the Authority for any additional cost to the Authority.

SECTION 15. COMPLIANCE WITH LAWS

The Engineer shall comply with all applicable Authority, federal, County and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, the Engineer shall furnish the Authority with satisfactory proof of its compliance therewith.

SECTION 16. INDEMNIFICATION

A. THE ENGINEER SHALL SAVE AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, AND EMPLOYEES, FROM ALL CLAIMS, LIABILITY, ACTION, AND LOSS (INCLUDING DAMAGE OR INJURY INCLUDING DEATH TO PERSONS OR PROPERTY) DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, SUBCONTRACTORS, OR EMPLOYEES PERFORMED UNDER THIS AGREEMENT TO THE EXTENT THAT SUCH CLAIMS, LIABILITIES, ACTIONS AND LOSSES ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT, INCLUDING ANY VIOLATION OF ANY STATUTES, ORDINANCES, BUILDING CODES OR REGULATIONS, OF THE ENGINEER OR OF ANY PERSON EMPLOYED OR ENGAGED BY THE ENGINEER.

B. THE ENGINEER SHALL REIMBURSE, IN PROPORTION TO ENGINEER'S LIABILITY, THE AUTHORITY'S REASONABLE ATTORNEY'S FEES INCURRED DEFENDING THE AUTHORITY AGAINST A CLAIM BASED WHOLLY OR PARTLY ON THE ERROR, OMISSION, OR NEGLIGENT ACT OF THE ENGINEER, ITS AGENTS, ITS SUBCONTRACTORS, OR EMPLOYEES.

C. In no event shall either party be liable to the other party for any consequential, incidental, punitive, or indirect damages or losses regardless of the cause of such damages. Notwithstanding any other provision to the contrary contained in this Agreement, Engineer's total liability for all claims or causes of action of any kind shall not exceed the amounts recoverable from the insurance limits set forth in this Agreement.

SECTION 17. ENGINEER'S RESPONSIBILITY

A. Accuracy. The Engineer shall be responsible for the accuracy and completeness of work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

B. Errors and Omissions. The Engineer's responsibility for all questions arising from design errors and/or omissions will be determined by the Authority and all decisions shall be in accordance with the Authority's "Errors or Omissions Policy". The Engineer will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

C. Seal. The responsible Engineer shall sign, seal and date all appropriate engineering submissions to the Authority in accordance with the Texas Engineering Practice Act and the rules of the Texas Board of Professional Engineers.

D. Resealing of Documents. Once the work has been sealed and accepted by the Authority, the Authority, as the owner, will notify the party to this Agreement, in writing, of the possibility that a Authority engineer, as a second engineer, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second engineer will affix his seal to any work altered, completed, corrected, revised or added. The second engineer will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original engineer's design.

SECTION 18. NONCOLLUSION

A. Warranty. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer and those consultants, subconsultants, and providers identified in the presentation to the Authority's Board, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

B. Liability. For breach or violation of this warranty, the Authority shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION 19. INSURANCE

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A. Insurance Liability Limits. The Engineer shall obtain and maintain insurance limits of liability for each of the types of insurance coverage identified as follows:

1. Workers' Compensation, endorsed with a waiver of subrogation in favor of the Authority in the amount of statutory obligations imposed under the Texas Workers' Compensation Law.
2. Commercial General Liability, endorsed with the Authority as an additional insured and endorsed with a waiver of subrogation in favor of the Authority to the extent of the liabilities assumed by Engineer under **Attachment A, Section 17** of this Agreement, in limits of liability of one million dollars ($1,000,000) each occurrence and in the aggregate for bodily injury and property damage.
3. Professional Liability in limits of two million dollars ($2,000,000) each claim and in the aggregate.

The coverage and amounts designated herein are minimum requirements and do not establish limits of the Engineer's liability. Additional coverage may be provided at the Engineer's option and expense.

The issuer of any policy must have a rating of at least B+ and a financial size of Class VI or better according to the latest *Best's* rating.

B. Insurance Liability Limits. The Engineer shall furnish proof of insurance by means of a completed Attachment I – Certificate of Insurance - Hidalgo County Regional Mobility Authority, attached hereto and made a part thereof with the Project Name and the Engineer's name stated thereon, to be submitted prior to the beginning of the Project. The Engineer will be considered in breach of this Agreement should the Engineer fail to maintain the required insurance coverage during the term of this Agreement. The termination of this Agreement resulting from failure to maintain the required insurance will be carried out in accordance with the termination provisions herein.

C. Engineer's Risk. The services to be provided under this Agreement will be performed entirely at Engineer's risk and Engineer assumes all responsibility for the condition of vehicles or other instrumentalities used in the performance of this Agreement.

D. Work on Texas Department of Transportation Property. To the extent that the Texas Department of Transportation or this Agreement authorizes the Engineer or its subconsultants to perform any work on Texas Department of Transportation right of way, before beginning work the entity performing the work shall provide the Authority and the Texas Department of Transportation with a fully executed copy of the Department's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on Department right of way. This coverage shall be maintained until all work on the Department right of way is complete. If coverage is not maintained, all work on Department right of way shall cease immediately, and, the Authority may recover damages and all costs of completing the work.

SECTION 20. GRATUITIES

Employees of the Authority shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the Authority under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Authority. Any person doing business with or who may reasonably speaking do business with the Authority under this Agreement may not make any offer of benefits, gifts or favors to departmental employees, except as mentioned herein above. Failure on the part of the Engineer to adhere to this policy may result in the termination of this Agreement.

SECTION 21. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS

The Engineer agrees to comply with the requirements set forth in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Subcontracting Plan Requirements with an assigned goal or a zero goal, as determined by the Authority. The Engineer will adhere to the commitment and to participation by certain Disadvantaged Business Enterprises (DBE) agreed to by the Authority during negotiations. Refer to Attachment H-7 for copies of DBE Certifications.

SECTION 22. MAINTENANCE, RETENTION AND AUDIT OF RECORDS

A. Retention Period. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and services provided (hereinafter called the Records). The Engineer shall make the records available at its office during the Agreement period and for five (5) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. The Authority or any of its duly authorized representatives and, if appropriate, the Texas Department of Transportation, the Federal Highway Administration, the United States, Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Engineer's Records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

SECTION 23. CIVIL RIGHTS COMPLIANCE

(1) Compliance with Regulations: The Engineer shall comply with the regulations of the Department of Transportation, Title 49, Code of Federal Regulations, Parts 21, 24, 26 and 60 as they relate to nondiscrimination; 23 CFR 710.405(B); also Executive Order 11246 titled Equal Employment Opportunity as amended by Executive Order 11375.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible."

(2) Nondiscrimination: The Engineer, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

(4) Information and Reports: The Engineer shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Engineer's noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such Agreement sanctions as the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Engineer under this Agreement until the Engineer complies and/or
(b) cancellation, termination, or suspension of this Agreement, in whole or in part.

(6) Incorporation of Provisions: The Engineer shall include the provisions of paragraphs (1) through (5) above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Authority and; if appropriate, the Texas Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Authority; or, if appropriate, the Texas Department of Transportation to enter into such litigation to protect the interests of the Authority; and, in addition, the Engineer, if appropriate, may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 24. PATENT RIGHTS
The Authority; and if appropriate, the Texas Department of Transportation; and the U. S. Department of Transportation shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Engineer under this Agreement.

SECTION 25. COMPUTER GRAPHICS FILES
The Engineer agrees to comply with Attachment G, Computer Graphics Files for Document and Information Exchange, if determined by the Authority to be applicable to this Agreement.

SECTION 26. CHILD SUPPORT CERTIFICATION
Under Section 231.006, Texas Family Code, the Engineer certifies that the individual or business entity named in this Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is

inaccurate. If the above certification is shown to be false, the Engineer is liable to the Authority for attorney's fees, the cost necessary to complete this Agreement, including the cost of advertising and awarding a second Agreement, and any other damages provided by law or this Agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

SECTION 27. DISPUTES

A. Disputes Not Related to Agreement Services. The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the services authorized herein.

B. Disputes Concerning Work or Cost. Any dispute concerning the work hereunder or additional costs, or any non-procurement issues shall be settled by mediation and if mediation is unsuccessful then parties go to trial under Texas State law.

SECTION 28. SUCCESSORS AND ASSIGNS

The Engineer and the Authority do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. The Engineer shall not assign, subcontract or transfer its interest in this Agreement without the prior written consent of the Authority.

SECTION 29. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 30. PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto for the services authorized herein and supersedes any prior understandings or written or oral Agreements between the parties respecting the subject matter defined herein.

SECTION 31. CONFLICT OF INTEREST

A. Representation by Engineer. The undersigned represents that its firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the Authority or which in any way conflicts with the interests of the Authority. The firm shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Authority's interests.

B. Certification Status. The Engineer certifies that it is not:

1. a person required to register as a lobbyist under Chapter 305, Government Code; or
2. a public relations firm other than the firms identified in the presentation to the RMA Board.

C. Environmental Disclosure. If the Engineer will prepare an environmental impact statement or an environmental assessment under this Agreement, the Engineer certifies by executing this Agreement that it has no financial or other interest in the outcome of the project on which the environmental impact statement or environmental assessment is prepared.

SECTION 32. OFFICE OF MANAGEMENT AND BUDGET (OMB) AUDIT REQUIREMENTS

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

SECTION 33. CERTIFICATIONS

A. The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive Federal funds and, when requested by the Authority, to furnish a copy of the certification.

B. In accordance with Department of Transportation, Title 49, Code of Federal Regulations, Part 29 and by signature on this Agreement and the Debarment Certification attached hereto as Attachment K, the Engineer certifies its compliance and the compliance of any subconsultants or subcontractors present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving federal, state or Authority funds:

(1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
(2) does not have a proposed debarment pending;
(3) has not been suspended debarred, voluntarily excluded, or determined ineligible by an federal agency within the past three (3) years; and
(4) has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years as specified by Title 49, Code of Federal Regulations, paragraph 29.305(a).

C. The Engineer agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code as codified in Title 48, Federal Acquisition Regulations, Subpart 3.8 and subpart 52.203.11, prohibiting federal funds from being expended by a recipient or lower-tier subrecipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract or cooperative agreement. If federal funds are applied to the services under this Agreement, the Engineer and any subconsultants or subcontractors would be required to complete the Certification of Federal Contracts and, if necessary, the Disclosure of Lobbying Activities.

D. If the Project is a federal aid project, Engineer is required to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), which prohibit the use under non-exempt federal contract, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the USEPA Assistant Administrator of Enforcement.

E. If the value of this Agreement is anticipated to be at least $100,000 and Engineer (i) has at least ten (10) full time employees; and (ii) is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, then Engineer hereby verifies that Engineer:

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association (as defined in Section 2274.001(3), Texas Government Code);
(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association (as defined in Section 2274.001(3), Texas Government Code);
(3) does not boycott energy companies (as defined in Section 809.001, Texas Government Code);

(4) will not boycott energy companies (as defined in Section 809.001, Texas Government Code) during the term of this Agreement;
(5) does not boycott Israel (as defined in Section 808.001, Texas Government Code); and
(6) will not boycott Israel (as defined in Section 808.001, Texas Government Code) during the term of this Agreement

F. Engineer is not engaged in business with Iran, Sudan, or a foreign terrorist organization and Engineer is not on a list prepared and maintained under Sections 806.051, 807.051, or 222.153, Texas Government Code.

ATTACHMENT B
SERVICES TO BE PROVIDE BY THE AUTHORITY

The **AUTHORITY** will provide the following general items.

1. Authorization to begin work with issuance of Notice to Proceed [NTP].
2. Timely payment for work performed by the **Engineer** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project:
   A. Electronic copy of project plans.
   B. Electronic copy of contract Proposal and any Addendums per project.
   C. Limited Access to Appia and ProjectWise.
   D. Storm Water Pollution Prevention Plan (SW3P) information.
   F. SW3P Coordination procedures.
   G. Best Practices coordination procedures (Disadvantaged Business Enterprise, (Materials, General Bookkeeping).
5. Review and approve the **Engineer**'s progress schedule with milestone activities and/or deliverables.
6. The **AUTHORITY** will provide the Environmental Document and electronic Constraints map for the project for development of the Environmental Permits, Issues and Commitments (EPIC) sheets and any other compliance issues.

RIGHT-OF-WAY DATA:

The **AUTHORITY** will provide the following:

1. Assist the **Engineer**, as necessary, with coordination of any utility relocations that may be required.
2. Ownership Data
   a. Ownership Information shall be provided for the corridor width.
   b. All utility ownership shall be provided.
3. Utility Adjustments:
   AUTHORITY (TxDOT as necessary) will provide executed utility agreements to the Engineer for all required utility adjustments.
5. Survey and Stake Right-of-Way
6. Right of Entry to all affected properties located within the project limits.
7. Deliverables: Right of way Map in electronic format (PDF)

MANAGEMENT:

The **AUTHORITY** will provide the following:

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

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

APPLICABILITY:

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

ABBREVIATIONS, ABBREVIATIONS, and DEFINITIONS:

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

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
PROJECT DESCRIPTION

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

County/HCRMA: Hidalgo County

CSJ number: 0921-02-368

Project/Description: Provide construction materials testing to assure the materials incorporated into highway construction project, are subject to verification sampling and testing when required and meet project plans and specifications; and administering the Quality Monitoring and Quality Assurance Programs. Overall project consists of construction of a 12.2 mile tolled facility from FM 396 & GSA Connector to US 281 (Military Highway), which consists of: of grading, flexible base, lime treated subgrade, asphaltic concrete pavement, concrete pavement, signing and pavement markings, cross culverts, bridge structures, retaining walls, illumination and toll equipment.

Length: 12.2 Miles (Approx)

Highway: 365TOLL

Limits: (See Location Map Attached)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. The Engineer shall provide certified technicians to perform the following tests:
   A. Hot Mix Asphalt Testing:
      a. Level l-A
      b. Level l-B
      c. Hot Mix Asphalt Testing • Level II
      d. All other tests in the Manual of Testing Procedures 200-F Series or ASTM Procedures not covered in Level l-A, Level l-B, or Level II
   B. Concrete Testing:
      a. QAP Program for Concrete Testing
      b. Other tests outlined in the Manual of Testing Procedures 400-A Series or ASTM Procedures that are not included in the QAP Program
7. The Engineer shall perform testing on the project. These tests include all tests listed in State's Guide Schedule of Sampling and Testing dated 2015. Follow the State's Guide Schedule of Sampling and Testing to establish testing frequencies. Testing frequencies may be increased as directed by the HCRMA.
8. The Engineer shall notify the HCRMA, to determine if any tests may be waived
9. The Engineer shall attend preconstruction QA and QC testing meetings prior to beginning work.
10. The Engineer shall:
   A. Review and recommend approval or rejection of the Quality Control (QC) sampling and testing documentation submitted by the General Contractor for compliance with applicable State and Federal regulations, standards, and contract requirements.
   B. Verify all tested materials used meet specifications, or identify materials that do not meet specifications and recommend action which should be taken.
   C. Certify that all tested materials used during construction meet the specifications as outlined in the Appia Support System.
   D. Work closely with the HCRMA to resolve all material discrepancies before the next monthly estimate is processed by utilizing the Report in Appia.
   E. Enter all test data in Appia.
   F. Enter all mix designs, concrete and asphalt, provided by the General Contractor into Appia.
   G. The Engineer shall report failing tests to the HCRMA within twenty-four (24) hours.

SUMMARY OF DELIVERABLES:

The Engineer shall provide the following:

1. Monthly Progress Reports
2. Quarterly Material Test Reports
3. Sampling and testing personnel qualification
4. Final document file (maintained in project control system during project execution. Final structure of file will be determined during project implementation, an example of content is provided below)
   A. Construction Oversight Documentation
      a. Testing reports and Testing documentation as applicable
      b. Test Exception Letter
      c. Certification Verifications
      d. Photographs

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

ATTACHMENT D

WORK AUTHORIZATION

ATTACHMENT D-1

WORK AUTHORIZATION NO. ____
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 Atlas Technical Consultants LLC (the Engineer).

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

PART II. The maximum amount payable under this Work Authorization is $_____ and the method of payment is _____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 _____, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

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

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

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Marvin Garcia, P.E._____	Pilar Rodriguez, P.E._____
(Printed Name)	(Printed Name)
Senior Vice President- _____	Executive Director_____
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

Exhibit A	Services to be provided by the Authority
Exhibit B	Services to be provided by the 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 Atlas Technical Consultants LLC (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	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
.Marvin Garcia, P.E._____	Pilar Rodriguez , P.E._____
(Printed Name)	(Printed Name)
Senior Vice President- _____	Executive Director_____
(Title)	(Title)
_____	_____
(Date)	(Date)

ATTACHMENT E

FEE SCHEDULE

ATTACH APPROPRIATE RATES AND -TESTING SUBMITTALS

TEST NO.	CMT Firm: Atlas Technical Consultants [ATLAS] Date: 09/07/2021			2020-23	
	Geotechnical Services		**Unit**	**FINAL NEGOTIATED RATES 9/3/2021**	**COMMENTS**
1	Mobilization/Demobilization		each	**$ 550.00**	
	Drilling, Logging, &Recovering Samples (**With** TCP)		per mile	**$ 6.00**	**$6/mile for anything < 67**
2A	1. Depth ≤ 50 feet		Tex-132-E (every 5 feet)	**$ 27.50**	
2B	2. Depth ≥ 50 feet		linear foot	**$ 29.50**	
	Drilling, Logging, &Recovering Samples (**Without** TCP)				
3A	1. Depth ≤ 50 feet		linear foot	**$ 25.00**	
3B	2. Depth ≥ 50 feet		linear foot	**$ 28.00**	
4	Rock Coring (Soft Rock)[(2)]		linear foot	**$ 12.50**	
5	Rock Coring (Hard Rock)[(2)]		linear foot	**$ 16.00**	
6	Staking Borings and Utility Locations		hour	**$ 109.03**	
	Standby Time (sampling)		hour	**$ 250.00**	
7A	1. Hot Mix Asphalt (minumum of one hour)		each	**$ 80.50**	
7B	2. Concrete (minumum of one hour)		each	**$ 86.25**	
8	Piezometer - 2 inch (including well completion and installation)		linear foot	**$ 40.00**	
9	Grouting of Borings		linear foot	**$ 5.00**	
10	Traffic Control - Major		day	**$ 2,500.00**	
	Laboratory Test	**Test Method**	**Unit**		
11	Volumetric Shrinkage	ASTM D427	each	**$ 70.00**	
12	Standard Poor Test	ASTM D698	each	**$ 210.00**	
13	Modified Poor Test	ASTM D1557	each	**$ 250.00**	
14	Standard Penetration Test (SPT)	ASTM D1586	LF	**$ 26.00**	
15	California Bearing Ratio (Single Sample without MD Curve)	ASTM D1883	test	**$ 250.00**	
16	Unconfined Compressive Strength (Soil)	ASTM D2166	each	**$ 62.00**	
17	Hydraulic Conductivity Permeability	ASTM D2434	each	**$ 330.00**	
18	One Dimensional Consolidation Properties of Soil	ASTM D2435	each	**$ 350.00**	
19	Unconfined Compressive Strength (Rock)	ASTM D2938	each	**$ 70.00**	
20	Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	set of 3	**$ 600.00**	
21	Direct Shear Test of Soils Under Consolidated Drained Conditions, SAND	ASTM D3080	set of 3	**$ 450.00**	
22	Direct Shear Test of Soils Under Consolidated Drained Conditions, CLAY	ASTM D3080	set of 3	**$ 600.00**	
23	Splitting Tensile of Intact Rock Core	ASTM D3967	each	**$ 125.00**	
24	Water Stand Pipes	ASTM D4043	each	**$ 30.00**	
25	Calcium Carbonate Content of Soils	ASTM D4373	LF	**$ 50.00**	
26	Hydraulic Conductivity Permeability	ASTM D4511	each	**$ 260.00**	
27	One Dimensional Swell, Methods A&B	ASTM D4546	each	**$ 110.00**	
28	One Dimensional Swell, Method B Only	ASTM D4546	each	**$ 300.00**	
29	One Dimensional Swell, Method C	ASTM D4546	each	**$ 205.00**	
30	Permeability of Silt and Clays	ASTM D5084	each	**$ 300.00**	
31	Suction Test (Filter Method)	ASTM D5298	each	**$ 70.00**	
32	Casagrande Type Piezometers	N/A	each	**$ 350.00**	
33	Casagrande Type Piezometers Installation	N/A	each	**$ 430.00**	
~~**34**~~	~~Miscellaneous Testing~~	~~N/A~~	~~each~~	~~**$ 250.00**~~	**Item has been eliminated**
35	Vertical Inclinometer	N/A	each	**$ 350.00**	
36	Vertical Inclinometer Installation	N/A	each	**$ 600.00**	
37	Vibrating Wire Piezometer	N/A	each	**$ 750.00**	
38	Vibrating Wire Piezometer Installation	N/A	each	**$ 750.00**	
39	Soil Boring with SPT	ASTM D1586	LF	**$ 25.00**	
	Laboratory Test	**Test Method**			
	Soils & Base Testing				
40	Sampling	Tex-400-A	hour	**$ 55.00**	
41	Sample Preparation	Tex-101-E	each	**$ 53.00**	
42	Determining Slaking Time	Tex-102-E	each	**$ 50.00**	
43	Moisture Content	Tex-103-E	each	**$ 13.00**	
44	Atterburg Limits	Tex-104,105&106-E	Set of 3	**$ 75.00**	
45	Linear Bar Shrinkage (per bar)	Tex-107-E	each	**$ 60.00**	
46	Determining the Specific Gravity of Soils	Tex-108-E	each	**$ 62.00**	
47	Sieve Analysis	Tex-110-E, Part I	each	**$ 65.00**	
48	Sieve Analysis (Hydrometer with Tex-108-E)	Tex-110-E, Part II	each	**$ 75.00**	

49	Hydrometer with Tex-108-E (in conjunctin with Tex-110-E, Part II)	Tex-108-E	each	**$ 50.00**	
50	Percent Passing No. 200 Sieve	Tex-111-E	each	**$ 42.00**	
51	Determining the Amount of Material in Solis Finer than the 75 mi	Tex-111-E	each	**$ 42.00**	
52	Admixing Lime to Reduce Plasticity Index of Soils	Tex-112-E	each	**$ 87.00**	
53	Moisture-Density Relationship	Tex-113-E	each	**$ 240.00**	
54	Moisture-Density Relationship	Tex-114-E	each	**$ 215.00**	
55	Field Density Measurements	Tex-115-E	hour	**$ 50.00**	
56	Wet Ball Mill Test	Tex-116-E	each	**$ 230.00**	
57	Texas Triaxial Compression [6]	Tex-117-E, Part I	each	**$ 400.00**	
58	Texas Triaxial Compression [6]	Tex-117-E, Part II	each	**$ 1,050.00**	
59	Quality Assurance (QA) Series for Flexible Base [7] [8]	See Foot Notes	each	**$ 1,800.00**	
60	Soil- Cement Testing [7]	Tex-120-E, Part II	each	**$ 300.00**	
61	Soil- Lime Testing [7]	Tex-121-E, Part II	each	**$ 400.00**	
61.1	Soil-Lime Testing Determining Stabilization Ability of Lime by Soil pH	Tex-121-E, Part III	each	**$ 350.00**	
62	Determining the Drainage Factor of Soil Materials (Not Field Test)	Tex-123-E ++	each	**$ 68.00**	
63	Determining Modulus of Sub-grade Recaction (K Value) (Not Field Test)	Tex-125-E ++	each	**$ 95.00**	
64	Molding, Testing, and Evaluation Bituminous Black Base Materials	Tex-126-E ++	each	**$ 250.00**	
65	Lime-Fly Ash Compression [7]	Tex-127-E	each	**$ 719.39**	
66	Soil pH	Tex-128-E	each	**$ 41.00**	
67	Resistivity of Soils	Tex-129-E	each	**$ 90.00**	
68	Slurry Testing	Tex-130-E	each	**$ 95.00**	
69	Texas Cone Penetration	Tex-132-E	each	**$ 32.00**	
70	Freezing and Thawing Tests oc Compacted Soil-Cement Mixture	Tex-135-E	each	**$ 240.00**	
71	Thickness of Pavement Layers (4 hour minimum)	Tex-140-E	hour	**$ 50.00**	
72	Manual Procedure for Description and Identification of Soils	Tex-141-E	each	**$ 45.00**	
73	Laboratory Classification os Soils for Engineering Purposes	Tex-142-E	each	**$ 50.00**	
74	Sulfate Content in Soils	Tex-145-E	each	**$ 75.00**	
75	Conductivity Test for Field Detection of Sulfates in Soil	Tex-146-E	each	**$ 65.00**	
75.1	Organic Content Using UV-VIS Method	Tex-148-E	each	**$ 150.00**	
76	Determining Cholride and Sulfate Contents in Soils	Tex-620-J	each	**$ 80.00**	
77	Free Swell Test	EM1110-2-1906	each	**$ 150.00**	
78	Pressure Swell Test	EM1110-2-1906	each	**$ 250.00**	
79	One-Dimensional Swell	ASTM D4546	each	**$ 110.00**	
80	One-Dimensional Swell (Method B Only)	ASTM D4546	each	**$ 150.00**	
81	Potential Vertical Rise Calculation	Tex-124-E	each	**$ 65.00**	
82	Volumetric Shrinkage	ASTM D4943	each	**$ 95.00**	
~~83~~	~~Volumetric Shrinkage~~	~~ASTM D427~~	~~each~~	**$ 50.00**	
84	Unconfined Compression Test (Soil)	ASTM D2166	each	**$ 50.00**	
85	Unconfined Compression Test (Rock)	ASTM D2938	each	**$ 70.00**	
86	Unconfined Compression Test (Rock) (Method D)	ASTM D7012	each	**$ 55.00**	
	Unconsolidated Undrained (UU) Triaxial Compression Test				
87	1. Set of Three	Tex-118-E	set	**$ 275.00**	
88	2. Multistage	Tex-118-E	each	**$ 250.00**	
	Consolidated Undrained (CU) Triaxial Compression Test				
89	1. Set of Three	Tex-131-E or ASTM D4767	set	**$ 1,200.00**	
90	2. Multistage	Tex-131-E or ASTM D4767	each	**$ 1,000.00**	
	Consolidated Drained (CD) Triaxial Compression Test				
91	1. Set of Three	Tex-131-E or ASTM D4767	set	**$ 850.00**	
92	2. Multistage	Tex-131-E or ASTM D4767	each	**$ 370.00**	
93	Direct Shear Consolidated Drained (CD), sand	ASTM D3080	set of 3	**$ 425.00**	
94	Direct Shear Consolidated Drained (CD), clay	ASTM D3080	set of 3	**$ 650.00**	
95	One-Dimensional Consolidation Test (7 load increments)	ASTM D2435	each	**$ 589.80**	
96	Resilient Modulus (fine-grained soils)	AASHTO T307	each	**$ 950.00**	
	Hot Mix Asphalt Testing				
97	Sieve Analysis of Fine and Coarse Aggregates	Tex-200-F	each	**$ 68.33**	
98	Bulk Specific Gravity and Water Absorption of Aggregates	Tex-201-F	each	**$ 75.00**	
99	Apparent Specific Gravity of Material Finer Than 180 µm (No. 80) Sieve	Tex-202-F	each	**$ 48.25**	
100	Sand Equivalent Test	Tex-203-F	each	**$ 85.00**	
101	Labortory Method of Mixing Bituminous Mixtures	Tex-205-F	Set of 3	**$ 85.00**	

102	Compacting Specimens Using the Texas Gyratory Compactor (TG	Tex-206-F	Set of 3	**$ 80.00**	
103	Determining Bulk Specific Gravity of Compacted Bituminuous Mixtures	Tex-207-F (I)	each	**$ 27.00**	
104	Determining In-Place Density of Compacted Bituminuous Mixtures (Nuclear Method)	Tex-207-F (III)	each	**$ 40.00**	
105	Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (IV)	each	**$ 80.00**	
106	Segregation Profile	Tex-207-F (V)	each	**$ 160.00**	
107	Joint Density	Tex-207-F (VII)	each	**$ 160.00**	
108	Test of Stabilometer Value of Bituminous Mixtures	Tex-208-F	set of 3	**$ 110.00**	
109	Determining Asphalt Content of Bituminous Mixtures by Extraction	Tex-210-F	each	**$ 142.00**	
110	Recovery of Asphalt from Bituminou Mixtures by the Abson Pro	Tex-211-F	each	**$ 210.00**	
111	Determining Moisture Content of Bituminous Mixtures	Tex-212-F	each	**$ 43.00**	
112	Determining Hydrocarbon-Volatile Content of Bituminous Mixture	Tex-213-F	each	**$ 105.00**	
113	Determining Deleterious Material and Decantation Test for Coarse Aggregates	Tex-217-F	each	**$ 78.84**	
114	Indirect Tensile Strength Test	Tex-226-F	each	**$ 475.00**	
115	Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	each	**$ 90.00**	
116	Determining Asphalt Content of Bituminous Mixtures by the Nuclear	Tex-228-F	each	**$ 60.00**	
117	Combined HMAC Cold-Belt Sampling and Testing Procedure	Tex-229-F	each	**$ 68.33**	
118	Determining Draindown Characteristics in Bituminous Mixtures	Tex-235-F	each	**$ 55.00**	
119	Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex-236-F	each	**$ 130.00**	
120	Asphalt Release Agents	Tex-239-F	each	**$ 50.00**	
121	Superpave Gyratory Compacting of Test Specimens of Bituminous	Tex-241-F	each	**$ 125.00**	
122	Hamburg Wheel Tracker	Tex-242-F	each	**$ 380.00**	
123	Tack Coat Adhesion	Tex-243-F	each	**$ 100.00**	
124	Thremal Profile	Tex-244-F	each	**$ 126.14**	
125	Cantabro Loss	Tex-245-F	each	**$ 175.00**	
126	Permeability or Water Flow of Hot Mix Asphalt	Tex-246-F	each	**$ 63.00**	
127	Overlay Test	Tex-248-F	set of 3	**$ 625.00**	
128	Flat and Elongated Particles	Tex-280-F	each	**$ 56.00**	
129	Sampling Bituminous Materials, Pre-Molded Joint Fillers, and Joint	Tex-500-C	each	**$ 55.00**	
130	Asphalt Binder Water in Petroleum	501-C AASHTO	each	**$ 93.00**	
131	Penetration of Bituminous Materials	502-C AASHTO	each	**$ 75.00**	
132	Ductility of Asphalt Materials	503-C AASHTO	each	**$ 110.00**	
133	Flash and Fire Points by Cleveland Open Cup	504-C AASHTO	each	**$ 60.00**	
134	Softening Point of Bitumen (Riing and Ball Apparatus	505-C AASHTO	each	**$ 90.00**	
135	Solubility of Bituminous Materials	507-C AASHTO	each	**$ 100.00**	
136	Specific Gravity	508-C AASHTO	each	**$ 70.00**	
137	Spot Test of Asphaltic Materials	509-C AASHTO	each	**$ 155.00**	
138	Effect of Heat and Air on Asphalt Materials (Thin-Film Oven Test)	510-C AASHTO	each	**$ 63.00**	
139	Flash Point with Tag Open-Cup Apparatus for Use with Material H	512-C AASHTO	each	**$ 68.00**	
140	Saybolt Viscosity	513-C AASHTO	each	**$ 75.00**	
141	Cutback Asphalts - Specific Gravity, API Gravity, or Density of Cutback Asphalts by Hdyrometer Method; Emulsified Asphalts - Weight per Gallon of Emulsified Asphalt	Tex-514-C ASTM D3142 ASTM D244	each	**$ 130.00**	
142	Distillation of Cutback Asphalt Products	515-C AASHTO	each	**$ 170.00**	
143	Float Test for Bituminous Materials	519-C AASHTO	each	**$ 70.00**	
144	Standard Test Method for Emulsified Asphalts	521-C AASHTO	each	**$ 190.00**	
145	Viscosity of Asphalts by Vacuum Capillary Viscometer	528-C AASHTO	each	**$ 35.00**	
146	Kinematic Viscosity of Asphalts (Bitumens)	529-C AASHTO	each	**$ 75.00**	
147	Boil Test (Effect of Water on Paving Mix)	Tex-530/531-C	each	**$ 125.00**	
148	Field Coring - ACP Thickness	ASTM D3549	each	**$ 100.00**	
149	Pavement Thickness Determin. (Full Depth)	ASTM D3549	each	**$ 125.00**	
150	Determining Polymer Additive Percentages in Polymer Modified	Tex-533-C	each	**$ 60.00**	
151	Calculating Viscosity from Penetration	Tex-535-C	each	**$ 75.00**	
152	Elastic Recovery of Tensile Deformation Using a Ductilometer	Tex-539-C	each	**$ 65.00**	
153	Measurement of Polymer Separation on Heating in Modified Asphalat	Tex-540-C	each	**$ 55.00**	
154	Rolling Thin Film Oven Test for Asphalt Binders	541-C ASSHTO	each	**$ 100.00**	
155	Flexural Creep Stiffness Using the Bending Beam Rheometer	AASHTO T313	each	**$ 110.00**	
156	Determining Rheological Properties of Asphalt Binder Using a Dy	AASHTO T315	each	**$ 120.00**	
157	Determining Breaking Index for Asphalt Emulsions	Tex-542-C	each	**$ 215.00**	
158	Resilience Test for Sealants and Repair Materials	Tex-547-C	each	**$ 200.00**	
159	Tensile Strain to Failure	Tex-548-C	each	**$ 60.00**	
160	Cone Flow Test	Tex-549-C	each	**$ 55.00**	
161	Flexibility Test for Sealants and Repair Materials	Tex-550-C	each	**$ 190.00**	
162	Settlement of Sealants and Repair Materials	Tex-551-C	each	**$ 88.00**	
	Concrete & Aggregate Testing				
163	Sieve Analysis for Conc. Agg	Tex-401-A	each	**$ 73.58**	
164	Fineness Modulus for Conc. Agg	Tex-402-A	each	**$ 18.00**	
165	SSD Specific Gravity / Absorption Conc. Agg	Tex-403-A	each	**$ 70.00**	

166	Unit Weight of Conc. Agg	Tex-404-A	each	**$ 40.00**	
167	Determining Pecent Voids and Solids in Concrete	Tex-405-A	each	**$ 65.00**	
168	Decantation for Conc. Agg	Tex-406-A	each	**$ 50.00**	
169	Organic Impurities for Conc. Agg	Tex-408-A	each	**$ 44.00**	
170	Free Moisture and Water Absorption in Aggregate for Concrete	Tex-409-A	each	**$ 55.00**	
171	L.A. Abrasion	Tex-410-A	each	**$ 300.00**	
172	5 Cycle Magnesium Soundness	Tex-411-A	each	**$ 450.00**	
173	Deleterious Material for Conc. Agg	Tex-413-A	each	**$ 60.00**	
174	Air Content of Fresh Concrete by Volumeteric	Tex-414-A	each	**$ 30.00**	
175	Slump of Fresh Concrete	Tex-415-A	each	**$ 40.00**	
176	Air Content of Fresh Concrete by Pressure	Tex-416-A	each	**$ 26.28**	
177	Unit Weight, Yield and Air Content (Gravimetric) of Concrete	Tex-417-A	each	**$ 30.00**	
178	Comp. Strength of Cyl. Conc. Specimen	Tex-418-A	each	**$ 20.00**	
179	Measure Temp. of Fresh Conc.	Tex-422-A	each	**$ 20.00**	
180	Obtaining & Testing Drilled Conc. Cores	Tex-424-A	each	**$ 250.00**	
181	Absorption and Dry Bulk Specific Gravity of Lightweight Coarse	Tex-433-A	each	**$ 80.00**	
182	Test Flow of Grout Mixtures (Flow Cone Method)	Tex-437-A	each	**$ 65.00**	
183	Accelerated Polish Test for Coarse Aggregate	Tex-438-A	each	**$ 875.00**	
184	Det. Comp. Strength of Grouts	Tex-442-A	each	**$ 18.00**	
185	Making & Curing Conc. Test Specimen	Tex-447-A	each	**$ 14.00**	
186	Flexural Strength of Concrete Using Simple Beam Third-Point Load	Tex-448-A	each	**$ 40.00**	
187	Capping Cyl. Conc. Specimen	Tex-450-A	each	**$ 25.00**	
188	Degradation of Coarse Aggregate by Micro-Devel Abrasion	Tex-461-A	each	**$ 266.50**	
189	Uniformity of Concrete	Tex-472-A	each	**$ 110.00**	
	Additional Testing	**Test Method**	**Unit**		
190	Geogrid Testing	Tex-621-J	each	**$ 740.00**	
191	Water Quality Testing	Tex-619-J	each	**$ 145.00**	
192	Lime Testing	Tex-600-J	each	**$ 300.00**	
193	Operating Inertial Profilers and Evaluating Pavement Profiles	Tex-1001-S	each	**$ 1,800.00**	
194	Vane Shear Testing	ASTM D2573	each	**$ 300.00**	
	Miscellaneous Testing	**Test Method**	**Unit**		
195	Structural Field Welding	**NA**	hour	**$ 150.00**	
	Equipmemt & Supplies for MT & UT		day	**$ 150.00**	
	Other Direct Expenses		**Unit**		
	Photocopies B/W (8 1/2" X 11")		each	**$ 0.15**	
	Photocopies B/W (11" X 17")		each	**$ 0.20**	
	Photocopies Color (8 1/2" X 11")		each	**$ 0.70**	
	Photocopies Color (11" X 17")		each	**$ 1.25**	
	Digital Ortho Plotting		sheet	**$ 2.00**	
	CADD Plotting		linear foot	**$ 1.00**	
	Plots (B/W on Bond)		linear foot	**$ 0.75**	
	Plots (Color on Bond)		linear foot	**$ 1.75**	
	Plots (Color on Photgraphic Paper)		linear foot	**$ 2.00**	
	Reproduction of CD/DVD		each	**$ 5.00**	

	Atlas Personnel Classification	**Hourly Base Rate**	**Contract Rate FY 2020**	**FINAL NEGOTIATED RATES 9/14/2021**
	Senior Project Manager / Principal	$ 80.00	$ 240.29	$ 186.90
	Senior Geotechnical Engineer	$ 68.00	$ 204.25	**$ 148.10**
	Geotechnical Engineer	$ 60.00	$ 180.22	**$ 117.96**
	Project Engineer	$ 55.00	$ 165.20	$ 133.98
	Engineering Lab Manager	$ 43.00	$ 129.16	**$ 86.38**
	Utility Coordinator	$ 40.00	$ 120.14	**$ 91.74**
	Senior Project Inspector	$ 40.00	$ 120.14	$ 99.75
	Project Inspector	$ 32.00	$ 96.12	$ 73.92
	EIT	$ 30.00	$ 90.11	$ 88.00
	Engineer Tech / GIS	$ 28.00	$ 84.10	$ 76.70
	Logger	$ 23.00	$ 69.08	**$ 52.81**
	Field Technician (Soils, Aggr, Asph, Conc)	$ 23.00	$ 69.08	**$ 62.34**
	CADD Operator	$ 23.00	$ 69.08	**$ 71.00**
	Admin/Clerical	$ 22.00	$ 66.08	$ 61.95

ATTACHMENT E: FEE SCHEDULE [SPECIFIED RATE / LUMP SUM PAYMENT BASIS]

Atlas Personnel Classification	Hourly Base Rate	Contract Rate FY 2020	HCRMA counter 9/7/2021	Atlas Counter 9/14/21	FINAL HCRMA counter 9/14/2021
Senior Project Manager / Principal	$ 72.00	204.4	**$ 170.80**	$ 195.00	$ 186.90
Senior Geotechnical Engineer	$ 62.58	202.81	**$ 148.10**	accept	**$ 148.10**
Geotechnical Engineer	$ 48.56	157.37	**$ 117.96**	accept	**$ 117.96**
Project Engineer	$ 54.00	187.37	**$ 126.59**	$ 142.00	$ 133.98
Engineering Lab Manager	$ 33.00	90.94	**$ 86.38**	accept	**$ 86.38**
Utility Coordinator	$ 40.91	116.14	**$ 91.74**	accept	**$ 91.74**
Senior Project Inspector	$ 42.00	115.74	**$ 93.79**	$ 110.00	$ 99.75
Project Inspector	$ 33.00	90.94	**$ 70.48**	$ 85.00	$ 73.92
EIT	$ 36.00	102.2	**$ 84.45**	$ 91.00	$ 88.00
Engineer Tech / GIS	$ 31.75	90.13	**$ 69.76**	$ 79.00	$ 76.70
Logger	$ 18.80	60.93	**$ 52.81**	accept	**$ 52.81**
Field Technician (Soils, Aggr, Asph, Conc)	$ 24.50	67.52	**$ 62.34**	accept	**$ 62.34**
CADD Operator	$ 30.00	85.17	**$ 71.00**	accept	**$ 71.00**
Admin/Clerical	$ 24.56	69.72	**$ 57.40**	Recommend	$ 61.95

ATTACHMENT E-1
Final Cost Proposal Form

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

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

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

ATTACHMENT F

WORK SCHEDULE

TOLL365 (SH 365) Segments 1, 2,
HCRMA Construction & Materials Testing Services

ATTACHMENT F

WORK SCHEDULE

HCRMA Construction & Materials Testing Services
TOLL365 (SH 365)

Task Name	Start	Finish
Material Testing	11/1/2021	12/13/2025
Geotechnical	11/1/2021	12/13/2025
Other Analyses	11/1/2021	12/13/2025
All sampling and testing of components and materials	11/1/2021	12/13/2025
Hot Mix Asphalt Testing	11/1/2021	12/13/2025
Concrete Testing	11/1/2021	12/13/2025
Construction Oversight Documentation	11/1/2021	12/13/2025
Project Correspondence File (Design and Construction)	11/1/2021	12/13/2025

ATTACHMENT H

DBE PARTICIPATION

ATTACHMENT H-MOU

MEMORANDUM OF UNDERSTANDING REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORATION'S FEDERALY-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

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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.

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(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

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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.

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ATTACHMENT H-MOU

MEMORANDUM OF UNDERSTANDING
REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORATION'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

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

Date: 3/13/08

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Dennis Burleson
Chairman

Date: 2/13/2008

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ATTACHMENT H-MOU

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

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.

State Funded Contracts

Attachment H-SG, Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts, State of Texas HUB Subcontracting Plan Required

- This provision is applicable to state funded contracts with a HUB goal assigned.
- 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.
- 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.
- 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.
- Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

Attachment H-SN, Historically Underutilized Business (HUB) Participation for State Funded Professional or Technical Services Contracts, No State of Texas HUB Subcontracting Plan Required

- 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.
- 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.
- Attachment H-6 must be submitted monthly to the AUTHORITY Office even though there is no invoice being submitted or subcontracting to report.
- Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

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.

- Required for all State funded contracts.
- 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.
- A copy of Attachment H-6 must be submitted when supplying an invoice to the appropriate agency contact for payment.
- The "Object Code" section(s) on this form should remain blank.

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

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

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 .

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.

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

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.

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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.

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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.

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

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.

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.

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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 <u>are required</u> 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: Atlas Technical Consultants LLC Total Contract Amount: $402,877.44
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 1st 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 ***
Subprovider(s) Contract or % of Work* Totals					

*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)

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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: 6.0% Prime Provider Atlas Technical Consultants LLC

Work Authorization (WA)#: _____WA Amount: **$0** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

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

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

Provider Name: Atlas Technical Consultants LLC **Address: 1959 Saratoga Blvd., Bld. 12** **Corpus Christi, TX 78417** **VID Number:** **PH: & FAX: 361-510-9317** **Email: marvin.garcia@oneatlas.com**	**Name:** Marvin Garcia P.E. ***(Please Print)*** **Title:** Senior Vice President-Regional Director of Operations. _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

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

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

Contract #: _____
Date of Execution: _____
Prime Provider: Atlas Technical Consultants LLC
Work Authorization No. : _____

Original Contract Amount: **$402,877.44**
Approved Supplemental Agreements: **$0**
Total Contract Amount: **$0**
Work Authorization Amount: **$0**

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining

Fill out Progress Assessment Report with each estimate/invoice submitted, *for all subcontracts*, and forward as follows:
1 Copy with Invoice - Hidalgo County Regional Mobility Authority Office
I hereby certify that the above is true and correct statement of the amounts paid to the firms listed above.

Print Name - Company Official /DBE Liaison Officer | Signature | Phone | Date

Email | Fax

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: $402,877.44

Contract Number:

Vendor ID #	**Subprovider**	**Total $ Amount Paid to Date**
TOTAL		

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.

Name	**Address**	**Phone Number**

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

HUB Subcontracting Plan (HSP)
Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Contract/Requisition Number: _____ Date of Award: _____ (mm/dd/yyyy) Object Code: _____ (Agency Use Only)

Contracting Agency/University Name: _____

Contractor (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

Reporting (Month) Period: _____ Total Amount Paid this Reporting Period to $ _____ -

Report HUB and Non-HUB subcontractor information

Subcontractor's Name	Subcontractor's VID or HUB Certificate Number	*Texas Certified HUB? (Yes or No)	Total Contract $ Amount from HSP with Subcontractor	Total $ Amount Paid This Reporting Period to Subcontractor	Total Contract $ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
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		TOTALS:	$ -	$ -	$ -	

Signature: _____ Title: _____ Date: _____

*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). 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: Atlas Technical Consultants LLC_____

BY:_____

DATE: _____

ATTACHMENT K
DEBARMENT CERTIFICATION

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

Texas Department of Transportation

Quality Assurance Program for Design-Bid-Build Projects

May 2019

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SECTION 1 - INTRODUCTION

1.1 Overview

The Texas Department of Transportation (TxDOT) established the Quality Assurance Program (QAP) for Design-Bid-Build (D-B-B) Projects to ensure that materials and workmanship incorporated into highway construction projects are in reasonable conformity with the requirements of the approved plans and specifications, including any approved changes. This program conforms to the criteria in 23 CFR 637 B, where the Materials and Tests Division (MTD) central laboratory will be accredited under the AASHTO Accreditation Program (AAP) which oversees the statewide qualification program.

It consists of an "Acceptance Program" and "Independent Assurance (IA) Program" based on test results obtained by qualified persons and equipment.

The QAP allows for the use of validated Contractor-performed quality control (QC) test results as part of an acceptance decision. It also allows for the use of test results obtained by commercial laboratories in acceptance decisions. The acceptance of all materials and workmanship is the responsibility of the Engineer.

1.2 Support

For more information regarding the information and procedures in the program, contact the Materials and Tests Division (MTD) Administration at 512/506-5843.

SECTION 2 - ACCEPTANCE PROGRAM

2.1 Overview

The Quality Assurance Program (QAP) assures materials, incorporated into any highway construction project, are subject to verification sampling and testing, as well as quality control (QC) sampling and testing when required by the specifications.

The District Engineer will delegate an individual at the district level for the accountability of certification verification in SiteManager (SM) and at the laboratory for various project delivery options applicable to the DBB program.

The delegation of authority should encompass a mechanism that provides oversight authority and an audit function to ensure compliance. Additional information can be found in Section 6.7 – Dispute Resolution.

2.2 Sampling and Testing Frequency and Location

Verification sampling and testing will be performed at the location and frequency established in the Department's Guide Schedule of Sampling and Testing for Design-Bid-Build (DBB) Projects (DBB Guide Schedule) or specifications specific to each project.

2.3 Documentation

Testing will be documented within SiteManager on the department approved excel templates. When the tester does not enter test results directly into SM, the hardcopy will need to be scanned and attached to the SM sample documenting the tester's name.

2.4 Quality Control Sampling and Testing

Contractor-performed QC sampling and testing may be used as part of an acceptance decision when required or allowed by specification.

QC sampling and testing personnel, laboratories, and equipment will be qualified in accordance with Section 6 – Technician Qualification Program and Section 7 – Laboratory Qualification Program and will be evaluated under the Independent Assurance Program, as described in Section 3 of this document.

QC test results will be validated by verification test results obtained from independently taken samples. Qualified TxDOT personnel or their designated agents will perform verification sampling and testing.

2.5 Dispute Resolution

When QC test results are used in the acceptance decision, the MTD central laboratory or an accredited independent laboratory approved by MTD will perform the referee testing. The referee laboratory decision will be final.

SECTION 3 - INDEPENDENT ASSURANCE PROGRAM

3.1 Overview

The Independent Assurance (IA) program evaluates all sampling and testing procedures, personnel, and equipment used as part of an acceptance decision.

The IA program evaluates the qualified sampling and testing personnel and testing equipment and is established using the system approach. The system approach bases frequency of IA activities on time—regardless of the number of tests, quantities of materials, or numbers of projects tested by the individual being evaluated.

3.2 Required Frequencies and Activities

Table 1 gives the frequencies and activities required for evaluating sampling and testing personnel and equipment under the system approach to IA.

Table 1
Frequencies and Activities Required Under IA System Approach

Time	Activity
Before performing acceptance sampling and testing.	Qualification required under Section 6 and Section 7 of this QAP.
Within 12 months after Observation and Qualification, not to exceed 15 months.	Each qualified technician is required to participate in the first available proficiency or split sample for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 24 months after Observation and Qualification, not to exceed 27 months.	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 36 months of Qualification. (Only required for certifications issued by TxDOT or TXAPA with a 3-year cycle.)	Qualification is again required under Section 6 and Section 7 of this QAP.
Within 36 months after Observation and Qualification, not to exceed 39 months. (Only required for ACI, which has a 5-year certification cycle.)	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 48 months after Observation and Qualification, not to exceed 51 months. (Only required for ACI, which has a 5-year certification cycle.)	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.

Within 60 months of qualification (Only required for certifications issued by ACI with a 5-year cycle.)	Qualification is again required under Section 6 and Section 7 of this QAP.

Maintaining technician qualification under the IA system approach requires continuation of the above cycle of qualification and successful split or proficiency sample testing.

3.3 Testing Equipment

MTD will qualify district laboratory testing equipment used for acceptance sampling and testing, in accordance with Section 7 – Laboratory Qualification Program. Any non-TxDOT commercial laboratory used for acceptance sampling and testing must be accredited in accordance with Section 7.3 – Qualification.

MTD may designate the district laboratory to qualify commercial laboratory testing equipment, used for acceptance sampling and testing, in accordance with corresponding calibration test procedures. MTD or TxDOT district laboratory may hire a third-party entity to perform calibration or verification in accordance with corresponding calibration test procedures.

The qualifying authority will qualify testing equipment in accordance with the following guidelines.

A. Frequency for qualifying sampling and testing equipment must not exceed 1 year.
B. Calibration or verification is required whenever the laboratory or equipment is moved.

The qualifying authority will evaluate any equipment used to perform verification and QC sampling and testing in making an acceptance decision. This evaluation includes calibration checks and split or proficiency sample tests. The Department test procedures referenced in Section 7.4 – Calibration Standards and Frequencies for Laboratory Equipment give the requirements for, and frequency of, equipment calibrations.

3.4 Testing Personnel

MTD will qualify district and commercial laboratory personnel performing IA activities, in accordance with Section 6 – Technician Qualification Program.

MTD may designate a district laboratory to qualify other Department personnel and accredited commercial laboratory personnel performing IA activities. When a district qualifies commercial laboratory personnel, they must notify MTD in writing.

Individuals performing IA activities will be other than those performing verification or QC testing.

IA personnel will evaluate any individual performing verification or QC sampling and testing. This evaluation includes observations and split or proficiency sample testing.

3.5 Comparing Test Results

Comparison of the split sample test results can be used if equipment or procedures issues are suspected. Appendix B gives the acceptable tolerance limits for comparing test results from split and proficiency samples.

If the comparisons of the test results do not comply with the tolerances, an engineering review of the test procedures and equipment will be performed immediately to determine the source of the discrepancy.

3.6 Annual Report of IA Program Results

MTD will compose and submit an annual report to the Federal Highway Administration (FHWA) summarizing the results of TxDOT's systems approach IA program. See Appendix C for the annual report form.

This report identifies:

- number of sampling and testing personnel evaluated by the systems approach IA testing;
- number of IA evaluations found to meet tolerances in Appendix B;
- number of IA evaluations found to not meet tolerances in Appendix B; and
- summary of any significant system-wide corrective actions taken.

SECTION 4 - MATERIALS CERTIFICATION

4.1 Overview

The TxDOT District Area Engineer or Director of Construction will submit a materials certification letter, conforming in substance to the examples shown in Appendix D or E, as applicable.

For projects with federal oversight, submit the materials certification letter (Appendix D) to the FHWA division administrator, with a copy to MTD.

For non-federal oversight projects, submit the material certification letter (Appendix E) to the TxDOT District Engineer, with a copy to MTD.

Either letter must be submitted at final acceptance of the project.

SECTION 5 - CONFLICT OF INTEREST

5.1 Overview

To avoid an appearance of a conflict of interest, any qualified non-TxDOT laboratory will perform only one of the following functions on the same project:

- verification sampling and testing;
- QC sampling and testing;
- IA testing; or
- referee testing.

SECTION 6 - TECHNICIAN QUALIFICATION PROGRAM

6.1 Purpose

This program provides uniform statewide procedures for technician qualification to ensure that tests required by the specifications are performed according to the prescribed sampling and testing methods.

6.2 Technician Qualification

Sampling and testing personnel will be qualified to perform sampling and testing for the acceptance of materials in the areas of soils, bituminous, aggregate, and concrete materials.

The test methods for which individuals can be qualified are included in the following series of the TxDOT Test Procedures.

- 100-E Series (Soils)
- 200-F Series (Bituminous)
- 400-A Series (Aggregates and Concrete)
- 500-C Series (Asphalt – Tex-500-C and Tex-530-C)

6.3 Who Must Be Qualified?

Any individual who performs sampling and testing on the materials listed in Section 6.2 – Technician Qualification, for acceptance, must be qualified in each test procedure they perform.

NOTE—Reciprocity may be granted to individuals who have been successfully qualified under another state's program. These situations will be considered on a case-by-case basis and must meet the approval of the Materials and Tests (MTD) Division Director.

6.4 Who Can Qualify Sampling and Testing Personnel?

The following personnel may qualify an individual to perform the required sampling and testing of materials:

- MTD personnel;
- qualified district materials engineer or laboratory supervisor (except as noted below);
- qualified district laboratory personnel who have been authorized by the district materials engineer or laboratory supervisor to qualify others; and
- department-approved entities such as the Texas Asphalt Pavement Association (TXAPA) and the American Concrete Institute (ACI). Certifications received from these institutions may be used to satisfy the written exam and observation part of the Technician Qualification Program.

NOTE—Each district laboratory will maintain a minimum of one individual qualified by MTD or its designated agent, for each test procedure performed within the district. To perform testing and qualify district personnel for TxDOT concrete test methods, at least one individual from the district laboratory must have the corresponding ACI Field and Strength certifications issued by MTD.

6.5 Required Certifications for Commercial Laboratory and Contractor Personnel

Non-TxDOT laboratory personnel performing sampling and testing for TxDOT, or as required by specification, must obtain and keep current the following certifications pertinent to their scope of testing:

- ACI Concrete Field Testing Technician – Grade I,
- ACI Concrete Strength Testing Technician,
- TXAPA HMA Level 1A – Plant Production Specialist,
- TXAPA HMA Level 1B – Roadway Specialist,
- TXAPA HMA Level 2 – Mix Design Specialist,
- TXAPA SB 101 – Property Specialist,
- TXAPA SB 102 – Field Specialist,
- TXAPA SB 103 – Materials Analysis Specialist,
- TXAPA SB 201 – Strength Specialist,
- TXAPA SB 202 – Compressive Strength Specialist, and
- TXAPA AGG101 -– Aggregate Specialists.

For testing procedures not covered by the above certifications, the following personnel may qualify an individual to perform the required sampling and testing of materials:

- district laboratory personnel who have been authorized by MTD to perform technician qualifications, and
- MTD personnel.

6.6 Qualification Procedure

To qualify, an authorized evaluator must witness an individual successfully perform the specific test and the necessary calculations required to determine specification compliance. Successful performance is defined as demonstrating the ability to properly perform the key elements for each test method. If the individual fails to demonstrate the ability to perform a test, the individual will be allowed one retest per test method at the evaluator's

convenience. The maximum number of attempts cannot exceed three trials in a 90-day period of time.

In addition to successful performance of a test method, the individual must pass a written examination (minimum score of 80%) administered by an authorized evaluator. The maximum amount of time allocated per test will be one hour. If an individual cannot complete the written test in an hour, it will result in failure. An individual failing the written examination may request a retest. The retest must be scheduled and administered within 30 days of notification of failure; however, the maximum number of attempts cannot exceed three trials in a 90-day period of time.

Under unique circumstances, the qualification authority may grant a verbal examination upon request. The reasons for requesting a verbal examination must be presented and documented before the individual is allowed to take the examination. Should the technician fail the retest examination, the technician will not be allowed to test again unless a written notification is received from the technician's employer or supervisor stating that the technician has received additional training. MTD or its representative will determine the adequacy of the additional training. Failure to pass the third written examination will be considered as failing the entire qualification.

Successful qualification is defined as passing both the written and performance examinations.

In addition, the individual must participate in split or proficiency samples administered by the qualifying authority to validate the qualification as defined in Appendix B. MTD determines the qualifying authority for the split or proficiency sample.

Unless otherwise stated, qualification of an individual is valid for not more than 3 years, after which the individual must be re-qualified. Under the IA system approach, annual split or proficiency evaluations will be required as specified in Section 3.2 – Required Frequencies and Activities. Failure to satisfactorily complete annual split or proficiency testing will result in certification revocation.

6.7 Provisional Certifications

If the required certifications, listed in the Section 6.5 – Required Certifications for Commercial Laboratories and Contractor Personnel, cannot be readily obtained due to course availability, schedule conflicts, or other extenuating circumstances, provisional certifications administered by MTD or TxDOT's district laboratory will be allowed, per the following stipulations:

- provisional certifications must be approved by MTD or TxDOT district laboratory supervisor;
- provisional certifications will be valid for one month after the TXAPA and ACI examination dates; and
- the candidate must show evidence of having enrolled in the required ACI or TXAPA course.

6.8 Responsibility and Documentation

MTD and the district materials engineer, laboratory supervisor, or designee are responsible for maintaining documentation of all individuals qualified under their authority who perform required tests for acceptance of materials. The CE&I firm shall identify a coordinator with the responsibility to communicate with the Area Office who will then coordinate with the district level person to satisfy the requirements for qualified testers. SiteManager shall be used to send email notification on certification status to the owner (technician) as well as the district level responsible person. TxDOT's SiteManager will be the official system of record for qualified or certified TxDOT and commercial laboratory personnel.

Issuance of qualification certificates by the TxDOT qualifying authority is not required. A qualification summary listing all tests for which an individual is qualified is available in SiteManager and may be printed and signed at the district's discretion. Documentation is to be maintained through the Object Linking and Embedding (OLE) attachment window. This function allows all qualified personnel supporting documentation to be viewed in SM which includes:

- copies of certificates issued by ACI and TXAPA; or
- copies of certificates issued by MTD or TxDOT district laboratory, if issued;
- Quality Assurance Test (QAT) report with clear identification of technician's name, qualifier's name, score, and date taken; and
- original performance examinations for test procedures administered to each technician by the TxDOT qualifying authority, with clear identification of technician's name, qualifier's name, qualification status, and date.

Documentation retention will be for the life of the qualification, as detailed in the State of Texas Records Retention Schedule.

Results of annual proficiency testing administered by MTD or TXAPA will be stored in their respective central repositories through SharePoint. Annual split sample evaluations should be stored in SiteManager.

6.9 Disqualification

Accusations of misconduct by testing technicians are made to the responsible TxDOT district representative and reported to MTD. Table 2 defines the 3 levels of misconduct: neglect, abuse, and breach of trust.

Table 2
Levels of Misconduct

Term	Definition
Neglect	Unintentional deviations from testing procedures or specifications.
Abuse	Careless or deliberate deviation from testing procedures or specifications.
Breach of Trust	Violation of the trust placed in the certified technician including, but not limited to, acts such as: • falsification of records; • being aware of improprieties in sampling, testing, or production by others and not reporting them to appropriate supervisors involved in the project; • re-sampling or retesting without awareness and consent of appropriate supervisors involved in the project; and • manipulating compensation or production.

The certification steering committee will investigate accusations of misconduct with the assistance of the responsible district. Depending on the severity of the misconduct, MTD may impose penalties ranging from a written reprimand, a temporary suspension, or a permanent revocation of the certification, contingent upon the findings of the investigation. A technician with a revoked certification will be removed from the project and will not be allowed to be employed on any TxDOT project statewide.

SECTION 7 - LABORATORY QUALIFICATION PROGRAM

7.1 Purpose

This program provides uniform statewide procedures to ensure that laboratory facilities and equipment are qualified for the performance of required sampling and testing methods.

7.2 Laboratory Responsibility

The responsibilities are spread among varying roles and are defined below to achieve a level of quality and to maintain program compliance.

7.2.1 CE&I

The CE&I firm shall:

- determine all test methods and certification requirements for a project and submit to the area office coordinator within ten (10) days after the execution of the contract and before the kick off meeting;
- submit required technician certifications and commercial lab requests submittals to the AO; and
- provide a quality plan to the AO that will demonstrate how quality is to be achieved through acceptance testing, per project. Include how the firm will track and ensure that only certified technicians perform acceptance on equipment that is calibrated and in good working order.

7.2.2 District AO Personnel

The Area Engineer will delegate the District AO coordinator. The AO coordinator shall:

- provide the district lab personnel with monthly status of the CE&I projects;
- provide the district lab contacts for CE&I firms and their commercial labs;
- invite the district lab personnel to the kick off and associated preconstruction meetings;
- will forward all CE&I technician certifications and laboratory submittals or requests to the district lab;
- will review the CE&I project specific testing, certification, and equipment needs; and
- submit the CE&I's quality plan to the district lab.

7.2.3 District lab coordinator

The district lab coordinator shall:

- review and make recommendations to the AO coordinator for approval or rejection of the CE&I quality plan;
- coordinate the inspection of the commercial lab facility and equipment once the quality plan has been approved;
- communicate the status of the inspection with the CE&I firm;
- use SM to auto notify the owner (technician) and the district lab designee before certification expiration; and
- conduct an internal review for continual compliance for all levels of certifications annually.

7.3 Qualification

All laboratories performing sampling and testing for TxDOT require qualification. These include, but are not limited to the following:

- Materials and Tests Division (MTD) central laboratory;
- District laboratories;
- area or project laboratories (including field laboratories at hot mix and concrete plants);
- MTD field laboratories; and
- commercial laboratories.

7.3.1 District Lab Accreditation

MTD is responsible for accrediting the district and MTD field laboratories. Upon completion of the laboratory accreditation process, the district lab is assigned a rating. The rating system identified in Table 3 is based on the associated risks to the department.

Table 3
Rating Legend

Number	Rating Legend
1	Excellent review with minor or no deficiencies notated.
2	Several deficiencies or repetitive observation were notated.
3	A level of negligence was found programmatically violating compliance requirements.

Each laboratory inspection summarizes the accreditation visit where a finding is classified as either a deficiency or an observation, defined as follows:

Deficiency: A finding that indicates policy or practice contrary to the requirements of the applicable test methods or documented quality procedures.

Observation: Observations are intended as comments for improvements relating to specific technical information to offer recommendations for best practice. Specifically, observations are noted for any technically related deficiencies where judgment and experience indicate it is not likely to affect the laboratory's ability to produce valid and accurate test results.

Resolution of Findings

A corrective action report (CAR) and supporting documentation is collectively submitted to MTD to address the findings notated in the report. The CAR will document actions that have been taken to prevent reoccurrence and to show a formal resolution to the findings.

Deficiencies:
Deficiencies require a formal written response describing the corrective actions taken or planned and enough documentation, i.e., records, copies of new or revised procedures, equipment invoices, or photographs to substantiate actions taken. Corrective actions should be permanently implemented to prevent recurrence of the problem.

Observations:
No written response is required for findings identified as observations. The laboratory should; however, take necessary corrective action to address the observation to prevent possible recurrence. Repeat observations may result in deficiencies.

The resolution should be completed in 21 days from the issuance of the report. If the laboratory cannot satisfy the findings in the report, an extension may be requested for additional time to resolve any outstanding or pending findings. Additional time extensions may be granted on a case by case scenario but should not exceed 90 days. When the findings cannot be resolved within the 90-day period, the MTD Division Director (DD) will escalate the outstanding issues at his discretion to the DOC or DE as needed. See Section 7.5 – Non-Compliance.

7.3.2 Commercial Lab and CE&I Qualification Process

At the district level, the district laboratory will be the qualifying authority for area office and commercial laboratories, only in the areas for which the district laboratory is accredited. They are also responsible for participating and conducting a peer review that will include a minimum of two projects conducted by CE&I firms to ensure program compliance. The peer review shall be documented and conducted within 12-24 months after MTD conducts the QAP district accreditation.

When a district qualifies a commercial laboratory, they must notify MTD in writing and submit a copy of the laboratory qualification certificate. A directory of all TxDOT-qualified laboratories is available through the MTD crossroads intranet.

The laboratory qualifying authority will use Form 2682, "Quality System Inspection – Commercial Laboratory," to document the following:

- identify the scope of testing to be performed;
- verify that test methods used to perform tests are available and current;
- document that the laboratory has the required equipment to perform the tests;
- check the calibration or verification records for each piece of equipment, to include:
  - description of equipment,
  - identification of any traceable standard used,
  - frequency of calibration,
  - date of calibration,
  - date of last calibration,
  - date of next calibration,
  - calibrating technician,
  - procedure used to calibrate or verify equipment, and
  - detailed results of calibration; and
- verify that the laboratory has qualified or certified technicians to perform required testing.

In addition, all equipment may be subject to calibration verification or other inspection by the qualifying authority. Laboratories performing acceptance sampling and testing should use results from TxDOT's Material Producer List (MPL), and perform materials sampling and testing in accordance with TxDOT's DBB Guide Schedule. Materials that are not monitored or not pre-approved by TxDOT are subject to sampling and testing as part of the acceptance program, except as noted in the DBB Guide Schedule remarks.

NOTE—Project or field laboratories performing Tex-113-E, Tex-117-E, and Tex-242-F tests must be an approved laboratory from TxDOT's MPL.

Laboratories are qualified every 3 years, at a minimum, although accreditation may be an ongoing process. Calibration or verification is required whenever laboratory or equipment is moved or per the minimum laboratory standards defined in Section 7.4 – Calibration Standards and Frequencies for Laboratory Equipment.

An annual internal audit should be conducted by designated staff to ensure continual compliance with technician records and equipment intervals. The following are tools and resources available to aid in managing the program for compliance:

- SM Material Users Query that allows filtering to determine expiring certifications, and
- Form 2682.

7.4 Calibration Standards and Frequencies for Laboratory Equipment

The standards for calibration and the frequencies for laboratory equipment calibrations are shown in:

- Tex-198-E, "Minimum Standards for Acceptance of a Laboratory for Soils and Flexible Base Testing,"
- Tex-237-F, "Minimum Standards for Acceptance of a Laboratory for Hot Mix Testing,"
- Tex-498-A, "Minimum Standards for Acceptance of a Laboratory for Concrete and Aggregate Testing," and
- Tex-900-K Series, procedures for calibrating, verifying, and certifying equipment and devices.

7.5 Non-Compliance

A laboratory that does not meet all the above requirements is subject to disqualification or suspension.
Any equipment in a qualified laboratory failing to meet specified equipment requirements for a specific test method will not be used for that test method. MTD or the TxDOT district laboratory responsible for the certification or audit will immediately notify all applicable Area Offices of non-conformance for those test methods.

7.6 Documentation

The qualifying authority is responsible for verifying that laboratories are qualified to perform sampling and testing. Documentation will be required to be kept by the qualifying authority and the qualified laboratory. Calibration records will be maintained for a minimum of 10 years. Upon satisfactory completion of the laboratory qualification process, the qualifying authority will issue a certificate within 14 days covering the scope of testing in which the laboratory has been qualified, with a copy to MTD.

Laboratory qualification documentation to be maintained by the qualifying authority includes:

- availability and calibration or verification records for each piece of equipment;
- personnel qualified or certified to perform required testing; and

- copy of laboratory qualification certificate issued.

7.7 Dispute Resolution

The next higher qualification authority will resolve disputes concerning calibration and verification of equipment. For disputes that cannot be resolved at the district level, MTD will be the final authority.

Appendix A
Acronyms and Definitions

The following terms and definitions are referenced in this document and have the meanings set forth below.

AAP	AASHTO Accreditation Program (AASHTO re:source and CCRL)
AASHTO	American Association of State Highway Transportation Officials
ACI	American Concrete Institute
AO	Area Office
AQMP	Aggregate Quality Monitoring Program
CAR	Corrective Action Report
CCRL	Concrete and Cement Reference Laboratory
CE&I	Construction Engineering and Inspection
CFR	Code of Federal Regulations
MTD	Materials and Tests Division
CMEC	Construction Materials Engineering Council
FHWA	Federal Highway Administration
HMA	Hot-Mix Asphalt
HMAC	Hot-Mix Asphalt Center
IA	Independent Assurance
L-A-B	Laboratory Accreditation Bureau
MPL	Material Producer List
QAP	Quality Assurance Program
QAT	Quality Assurance Test
QC	Quality Control
SM	SiteManager
TXAPA	Texas Asphalt Pavement Association
TxDOT	Texas Department of Transportation

Abuse—Careless or deliberate deviation from testing procedures or specifications.

Acceptance Program—All factors that comprise TxDOT's program to determine the quality of the product as specified in the contract requirements. These factors include verification sampling, testing, and inspection and may include results of QC sampling and testing.

Accredited Laboratories—Laboratories that are recognized by a formal accrediting body as meeting quality system requirements including demonstrated competence to perform standard test procedures.

Breach of Trust—Violation of the trust placed in the certified technician including, but not limited to, acts such as: falsification of records; being aware of improprieties in sampling, testing, or production by others and not reporting them to appropriate supervisors involved in the project; re-sampling or retesting without awareness and consent of appropriate supervisors involved in the project; and manipulating compensation or production.

Certified Technician—A technician certified by some agency as proficient in performing certain duties.

Independent Assurance (IA) Program—Activities that are an unbiased and independent evaluation of all the sampling and testing procedures, equipment, and personnel qualifications used in the acceptance program.

Material Producer List (MPL)—TxDOT-approved products and materials from various manufacturers and producers are located at:
http://www.txdot.gov/business/resources/producer-list.html

Neglect—Unintentional deviations from testing procedures or specifications.

Proficiency Samples—Homogenous samples that are distributed and tested by 2 or more laboratories or personnel. The test results are compared to assure that the laboratories or personnel are obtaining the same results.

Qualified Laboratories—Laboratories that are capable as defined by appropriate programs established by TxDOT. As a minimum, the qualification program must include provisions for checking testing equipment, and the laboratory must keep records of calibration checks.

Qualified Sampling and Testing Personnel—Personnel who are capable as defined by appropriate programs established by TxDOT.

Quality Assurance (QA)—All planned and systematic actions necessary to provide confidence that a product or service will satisfy given requirements for quality.

Quality Control (QC)—All Contractor operational techniques and activities performed or conducted to fulfill the contract requirements.

TxDOT Standard Specifications—the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the Texas Department of Transportation, including all revisions thereto applicable on the effective date of the contract documents.

Verification Sampling and Testing—Sampling and testing performed to verify the quality of the product.

Appendix B
Test Methods for Split or Proficiency Evaluation

After observation and qualification, each qualified technician is required to participate annually in one proficiency or split sample test for each test method requiring independent assurance. Split sample test results must compare to the independent assurance test results below. Proficiency sample test results must be within ±2 standard deviations of the proficiency sample mean.

Laboratory Testing Procedures and Tolerance Limits

Test Procedure	Description	Tolerance
Tex-104-E	Liquid Limit of Soils	15% of mean[1]
Tex-105-E	Plastic Limit of Soils	15% of mean[1]
Tex-106-E	Plasticity Index of Soils	20% of mean[1]
Tex-107-E	Bar Linear Shrinkage of Soils	± 2%
Tex-110-E	Particle Size Analysis of Soils, Part I	> No. 4 sieve: ± 5% points
		≤ No. 4 sieve: ± 3% points
Tex-113-E	Moisture-Density Relationship of Base Materials	Density ± 2.0 PCF
		Moisture Content ± 0.5%
Tex-117-E	Triaxial Compression for Disturbed Soils and Base Materials, Part II	Strength ± 15 psi
		Moisture Content ± 0.5%
Tex-200-F	Asphaltic Concrete Combined Aggregate	>5/8" sieve: ± 5.0% points (individual % retained)
		≤5/8" sieve–No. 200: ± 3.0% (individual % retained)
		Passing No. 200: ± 1.6% points
Tex-206-F	Compacting Test Specimens of Bituminous Mixtures	± 1.0% laboratory-molded density in accordance with Tex-207-F
Tex-207-F	Determining Density of Compacted Bituminous Mixtures	Laboratory-Molded Density: ± 1.0%
		Laboratory-Molded Bulk Specific Gravity: ± 0.020
		In-place air voids (cores): ± 1.0%
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	± 0.020
Tex-236-F	Asphalt Content of Asphalt Paving Mixtures by the Ignition Method	± 0.3%

Test Procedure	Description	Tolerance
Tex-241-F	Compacting Bituminous Specimens Using the Superpave Gyratory Compactor (SGC)	± 1.0% laboratory-molded density in accordance with Tex-207-F
Tex-418-A	Compressive Strength of Cylindrical Concrete Specimens	17% of mean[1] (4 × 8" specimen)
		14% of mean[1] (6 × 12" specimen)

1. The difference between compared test results must not exceed the indicated percentage of the mean of the compared test results, where the mean is the average of the two test results.

EXAMPLE: Plasticity Index

Tolerance = 20% of the mean

Technician test value	18
IA technician test value	22
Mean	20
20% difference	4

Both values are within 20% of the mean.

Appendix C
IA Annual Report

{Date}

Thomas L. Smith
Independent Assurance Program Manager
Materials and Tests Division (MTD)
Texas Department of Transportation
125 East 11th Street
Austin, TX 78701

RE: Annual Report of Independent Assurance (IA) Program Results – {Project Name}

Dear Mr. Smith:

In accordance with the requirements set forth in the TxDOT Quality Assurance Program for Design-Bid-Build Projects, the information below summarizes the results of system approach independent assurance (IA) testing conducted by our firm on the {Project Name} project for calendar year {XXXX}.

Independent Assurance Program Results – {Year}	
IA Activities	**{Project Name}**
1. Number of personnel evaluated under system approach.	
2. Number of IA evaluations meeting tolerance.	
3. Number of IA evaluations not meeting tolerance.	
4. Corrective actions:	

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

Appendix D
Materials Certification Example Letter for Projects with Federal Oversight

{Date}

Al Alonzi
FHWA Texas Division Administration
FHWA Texas Division Office
300 East 8th Street
Austin, TX 78701

RE: Materials Certification Letter

Project: SH Contract No.:
CSJ:
HWY:
County:
Federal-Aid Project No.:

Dear Mr. Alonzi:

This letter is to certify:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and in the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications.

Both the Acceptance and Verification results were evaluated by an independent assurance sampling and testing program, the results of which were submitted to FHWA by the department in the Annual Report of Independent Assurance Program Results and independent of this materials certification.

☐ Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet).
☐ There are no exceptions to the plans and specifications on this project.

Sincerely,
{TxDOT District Area Engineer or Director of Construction), P.E.
{Title}

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

Appendix E
Materials Certification Example Letter for Projects with Non-Federal Oversight

{Date}

{TxDOT District Engineer}
{Title}

RE: Materials Certification Letter

Project: SH Contract No.:
CSJ:
HWY:
County:

Dear Mr. {District Engineer}:

This letter is to certify:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and in the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications.

Both the Acceptance and Verification results were evaluated by an independent assurance sampling and testing program, the results of which were submitted to MTD in the Annual Report of Independent Assurance Program Results and independent of this materials certification.

☐ Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet).
☐ There are no exceptions to the plans and specifications on this project.

Sincerely,
{TxDOT District Area Engineer or Director of Construction}, P.E.
{Title}

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

Appendix F
Archived Versions

The following archived versions of this document are available.

- Effective January 2016–April 2018:
  ftp://ftp.dot.state.tx.us/pub/txdot-info/cst/qap_dbb_0116.pdf

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

GUIDE SCHEDULE OF SAMPLING & TESTING FOR DESIGN BID-BUILD (DBB) PROJECTS - (DBB Guide Schedule)

JUNE 28, 2019



ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

Using the Guide Schedule

Research of sampling and testing rates, listed for project tests in the following Guide Schedule, show that the Department's and the Contractor's risk of either rejecting "good" material or accepting "bad" material range from 20% to 40%.

To reduce this risk, we recommend that the sampling rate be increased during initial production. A four-fold increase in testing frequency will generally reduce risk to approximately 5%. The intent of increasing testing, at the start of production, is to insure the Contractor's processes are in control and to establish acceptability requirements early.

There is a need to increase the frequency of testing for high-variability materials and when testing results do not meet specifications. The Engineer may require the Contractor to reimburse the Department for costs resulting from failing test results, in accordance with the specifications.

Materials incorporated in TxDOT projects are subjected to various quality assurance procedures such as testing (as outlined in this document), certification, quality monitoring, approved lists, etc. The Engineer and testing staff should familiarize themselves with materials to be used before work begins by reviewing the specifications and this document. Discuss material testing requirements with the Contractor.

Other testing required by the specifications, but not shown in the DBB Guide Schedule, should be performed at a frequency necessary to provide adequate confidence that materials meet specifications.

NOTE—The TxDOT District Area Engineer or Director of Construction must submit a "Materials Certification Letter" at final acceptance of the project. The intent of this letter is to ensure that the quality of all materials incorporated into the project is in conformance with the plans and specifications, thus ensuring a service life equivalent to the design life. Any material represented by an acceptance test, that does not meet the criteria contained in the plans and specifications, is considered an exception. Exceptions must be listed in the materials certification letter. For projects with federal oversight, submit the materials certification letter (See Appendix D of DBB QAP) to the FHWA division administrator, with a copy to the Materials and Tests Division (MTD). For non-federal oversight projects, submit the material certification letter (Appendix E of DBB QAP) to the TxDOT District Engineer, with a copy to MTD. Refer to section 4.1 of the "Quality Assurance Program for Design-Bid-Build Projects" (DBB QAP).

Assuring the quality of the product and proper incorporation of materials into the project begins with proper sampling practices. Sampling, testing, and construction inspection must be performed collaboratively to assure the specific attributes of the finished product reflect quality workmanship. Sampling guidance for hot-mix asphalt is contained in Tex-225-F, "Random Selection of Bituminous Mixture Samples," and the respective specification for that material. All remaining materials are covered by method and materials specifications, to which the following applies.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows:

- Soils/flexible base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed.
- Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
- Concrete (structural and miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Tests for slump, air, and temperature should be done often to ensure the consistent control of the concrete production (not applicable to miscellaneous concrete).

This Guide Schedule is applicable to all contracts associated with the 2014 Standard Specifications.

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TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (D)**	**FREQUENCY OF SAMPLING (F)**	**REMARKS**
EMBANKMENT (CUTS & FILLS)	Liquid Limit **(A)**	Tex-104-E	During stockpiling operations, from completed stockpile, or project site **(B)**	Materials with PI ≤ 15: 10,000 CY	For Type A embankment or when required by the plans. This test may be waived for embankment cuts as directed by the Engineer. Determine a new liquid limit and plasticity index for each different material or notable change in material. Sample in accordance with Tex-100-E.
	Plasticity Index **(A)**	Tex-106-E		Materials with PI > 15: 5,000 CY	
	Gradation	Tex-110-E		Each 10,000 CY	When shown on plans. This test may be waived for embankment cuts, as directed by the Engineer. Sample in accordance with Tex-100-E.
	Moisture/Density	Tex-114-E		As directed by the Engineer	Not required for ordinary compaction. Determine a new optimum moisture and maximum density for each different material or notable change in material. Sample in accordance with Tex-100-E.
	In-place Density **(A)**	Tex-115-E	As directed by the Engineer	Fill: each 5,000 CY min. 1 per lift	Not required for ordinary compaction. Determine a new optimum moisture and maximum density according to Tex-114-E for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.
				Cut: each 6,000 LF	
RETAINING WALL (NON-SELECT BACKFILL)	As shown above for Embankment (Cuts and Fills)		As shown above for Embankment (Cuts and Fills)	As shown above for Embankment (Cuts and Fills)	Sample in accordance with Tex-100-E.
RETAINING WALL (SELECT BACKFILL)	Plasticity Index **(A)**	Tex-106-E	During stockpiling operations, from completed stockpile, or project site **(B)**	Each 5,000 CY	Required only for Type CS backfill. Test the fraction of material finer than the No. 200 sieve. Sample in accordance with Tex-400-E.
	Gradation	Tex-110-E			Required only for Drainage Aggregate. Sample in accordance with Tex-400-A.
		Tex-401-A			Required only for Select Backfill. Sample in accordance with Tex-400-A.
	Resistivity **(A)**	Tex-129-E	During stockpiling operations, from completed stockpile, or project site **(B)**	Each 5,000 CY	For material with resistivity between 1,500 and 3,000 ohm-cm, determine chloride and sulfate content, as specified in Item 423. Sample in accordance with Tex-400-A.

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			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
RETAINING WALL (SELECT BACKFILL) (continued)	pH (A)	Tex-128-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Magnesium Soundness	Tex-411-A	During stockpiling operations, or from completed stockpile	1 per source, per project	Test when backfill sources appear to contain particles such as shale, caliche, or other soft, poor-durability particles. Sample in accordance with Tex-400-A.
	Micro-Deval	Tex-461-A	During stockpiling operations, or from completed stockpile	1 per source, per project	May be used as an alternate to the magnesium soundness only when the % loss from the micro-deval is not greater than 20%. When the % loss from the micro-deval is greater than 20%, the magnesium soundness governs aggregate verification. Sample in accordance with Tex-400-A.
	In-place Density (A)	Tex-115-E	As directed by the Engineer.	1 per backfill lift, per wall	Not required for rock backfill. For walls greater than 500 ft. in length, perform one test per lift for every 500 ft. in length. (F) Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E for each different material or notable change in material and adjust the density accordingly.
UNTREATED BASE COURSES	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	
	Gradation (A)	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Moisture/Density	Tex-113-E	From completed stockpile at the source (E)	Each 20,000 CY	Not required for ordinary compaction. Sample in accordance with Tex-400-A.

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TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

				PROJECT TESTS		
MATERIAL OR PRODUCT		**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (D)**	**FREQUENCY OF SAMPLING (F)**	**REMARKS**
UNTREATED BASE COURSES (Continued)		Wet Ball Mill (A)	Tex-116-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. Sample in accordance with Tex-400-A.
		Strength (A)	Tex-117-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY. Sample in accordance with Tex-400-A.
		In-place Density (A)	Tex-115-E	As directed by the Engineer	Each 3,000 CY, min. 1 per lift	Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.
		Thickness (A)	Tex-140-E	As directed by the Engineer	Each 3,000 CY	Not required where survey grade control documents are compliant.
		Ride Quality (A)	Tex-1001-S Surface Test, Type B	Final riding surface of travel lanes		This applies to the final travel lanes that receive a 1- or 2-course surface treatment for the final surface, unless otherwise shown on the plans.
TREATED SUBGRADE AND BASE COURSES	SUBGRADE BEFORE TREATMENT	Organic Content	Tex-148-E	As directed by the Engineer	1 per project, per source or as directed by the Engineer	Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. Sample in accordance with Tex-100-E.
		Sulfate Content	Tex-145-E	As directed by the Engineer	1 per 500 feet or 5,000 CY	Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. Sample in accordance with Tex-100-E.
	NEW BASE MATERIAL	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	When central mix site or plant is used, windrow sampling may be waived. Sample in accordance with Tex-400-A.

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TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
TREATED SUBGRADE AND BASE COURSES (Continued)	NEW BASE MATERIAL (Continued)	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	
		Gradation (A)	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
		Wet Ball Mill (A)	Tex-116-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. Sample in accordance with Tex-400-A.
		Strength (A)	Tex-117-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY.
	LIME	Compliance with DMS-6350	Tex-600-J	During delivery to project	Commercial Lime Slurry: each 200 tons of lime Carbide Lime Slurry: each 100 tons of lime	Sample in accordance with Tex-600-J. Verify the source is listed on the current Material Producer List for Lime. Only materials appearing on the Material Producer List will be accepted. Sample frequency for Carbide Lime Slurry may be increased as directed by the Engineer. For Hydrated Lime and Quick Lime, project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice.
	CEMENT	Compliance with DMS-4600		Railroad car, truck, or cement bins		Verify the source is listed on the current Material Producer List for Cement. If not, sample and test in accordance with DMS-4600. (C)
	FLY ASH MATERIAL	Compliance with DMS-4615		Project samples at location directed by the Engineer		Verify the source is listed on the current Material Producer List for Fly Ash. Only materials from MTD approved sources appearing on the Material Producer List for Fly Ash will be accepted. Project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice. (C)

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TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
TREATED SUBGRADE AND BASE COURSES (Continued)	COMPLETE MIXTURE	Pulverization Gradation	Tex-101-E, Part III	Roadway, after pulverization and mixing	As necessary for control	At the beginning of the project, one test must be made for each 4,500 CY or 6,000 tons until the Engineer is satisfied that acceptable pulverization results are being obtained. Sample in accordance with Tex-100-E.
		Moisture/Density Curve and Strength	Tex-120-E, Part II, or Tex-121-E, Part II	From roadway windrow after treatment (E)	Each 20,000 CY	Not required for ordinary compaction. Determine a new moisture/density curve for each different or notable change in material. Perform Tex-120-E, Part II, for Cement Treated Material, and Tex-121-E, Part II, for Lime, Lime-Fly Ash, or Fly Ash Treated Material. If Tex-120-E, Part I, Tex-121-E, Part I, or Tex-127-E is performed before the project, this test may be waived. Sample in accordance with Tex-100-E.
		Moisture/Density Curve and Strength	Tex-120-E, Part I, Tex-121-E, Part I, or Tex-127-E	From roadway before treatment	As necessary for control	Perform Tex-120-E, Part I, on cement treated material, and Tex-121-E, Part I, for lime-fly ash or fly ash treated material. Verifies the field strength by comparing results from the mix design. Performed at the direction of the Engineer and when notable change in material, as described above for Part II of the test procedures. Sample in accordance with Tex-100-E.
		In-place Density (A)	Tex-115-E	As directed by the Engineer	Each 3,000 CY, min 1 per lift	Determine the appropriate moisture/density curve for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Stabilizers and materials such as RAP, gypsum, and iron ore tend to bias the counts for nuclear density gauges.
		Thickness (A)	Tex-140-E	As directed by the Engineer	Each 3,000 CY	Not required where survey grade control documents are used for compliance.

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			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
RECLAIMED ASPHALT PAVEMENT (RAP), CRUSHED CONCRETE, and RECYCLED MATERIALS	Sulfate Content	Tex-145-E	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete. Not required for RAP. Sample in accordance with Tex-400-A.
	Deleterious Material	Tex-413-A		Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete. Sample in accordance with Tex-400-A.
	Decantation	Tex-406-A	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished RAP. Sample in accordance with Tex-400-A.

TABLE I – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager (SM), in the remarks field, and on the end of the Project Materials Certification Letter.
B	Engineer will select any of these locations or any combinations thereof with the provision that the initial sample will be obtained from the completed stockpile at the source and at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Soils/Flexible Base: For gradation, liquid limit, and plastic limit, vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed. • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
E	The Engineer will sample from the completed stockpile at the source and test before placement.
F	Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

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TABLE IA – ASPHALT TREATED BASE (Plant Mix)

			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (C)**	**FREQUENCY OF SAMPLING (D)**	**REMARKS**
AGGREGATE	Liquid Limit **(A)**	Tex-104-E	During stockpiling operations, from completed stockpile, or before mixing	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Plasticity Index **(A)**	Tex-106-E	During stockpiling operations, from completed stockpile, or before mixing	Each 5,000 CY	
	Wet Ball Mill **(A)**	Tex-116-E	During stockpiling operations, from completed stockpile, or before mixing	1 per project, per source	Sample in accordance with Tex-400-A. **(B)**
LIME	Compliance with DMS-6350		During delivery to the project	Hydrated Lime: 1 per project Commercial Lime Slurry: each 200 tons of lime **(D)** Carbide Lime Slurry: each 100 tons of lime **(D)** Quick Lime: 1 per project	On projects requiring less than 50 tons, material from MTD approved sources may be accepted on the basis of Producer's Certification without sampling.
RECLAIMED ASPHALT PAVEMENT (RAP), and RECYCLED AGGREGATE	Decantation	Tex-406-A, Part I	During stockpiling operations, from completed stockpile, or before mixing	Each 10,000 CY	Sample in accordance with Tex-400-A.
RECYCLED ASPHALT SHINGLES (RAS)	Decantation	Tex-217-F,Part III	During stockpiling operations, from completed stockpile, or before mixing	Each 10,000 CY	Sample in accordance with Tex-400-A.
ASPHALT BINDER	Compliance with Item 300		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SiteManager (SM) Assistant. The Engineer must associate one QM sample per project in SM.

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			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
TACK COAT	Compliance with Item 300		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample per project in SM.
COMPLETE MIXTURE	Gradation (A)	Tex-200-F, Part I	Plant Mix (C)	20,000 CY (25,000 tons)	Sample in accordance with Tex-222-F. Determine the gradation of the aggregate from the complete mixture tested in accordance with Tex-236-F.
	Laboratory Density (A)	Tex-126-E	Plant Mix (C)	20,000 CY (25,000 tons)	Sample in accordance with Tex-222-F.
	Percent Asphalt (A)	Tex-236-F	Plant Mix (C)	Each 1,500 CY (2,000 tons) or days production	Determine an asphalt content correction factor for ignition oven at a minimum of one per project. Sample in accordance with Tex-222-F.
	Indirect Tensile Strength – Dry	Tex-226-F	Plant Mix	1 per project, per design	Sample in accordance with Tex-222-F.
	Moisture Susceptibility	Tex-530-C	As directed by the Engineer	1 per project, per design	This test may be waived, when shown on the plans. Sample in accordance with Tex-222-F.
ROADWAY	In-Place Air Voids (A)	Tex-207-F	Roadway cores, as directed by the Engineer (C, D)	Each 3,000 CY, min 1 per lift	Not required for ordinary compaction or when air void requirements are waived. Sample in accordance with Tex-222-F.
	Ride Quality	Tex-1001-S Surface Test, Type A	On Finished Surface		Unless otherwise shown on the plans.

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TABLE IA – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager (SM), in the remarks field, and on the end of the Project Materials Certification Letter.
B	Engineer will select any of these locations or any combinations thereof with the provision that at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
C	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Soils/Flexible Base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed. • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

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TABLE II – SEAL COAT					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE	Gradation (A)	Tex-200-F, Part I	Stockpile (At source or at point of delivery)	Each 1,000 CY	Rate may be reduced to each 2,000 CY if the Engineer approves a contractor quality control plan. Sample in accordance with Tex-221-F.
	L. A. Abrasion (A)	Tex-410-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. (B)
	Magnesium Soundness (A)	Tex-411-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. (B)
	Surface Aggregate Classification (A)	Tex-612-J, Tex-411-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. (B)
	Pressure Slake (A)	Tex-431-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Freeze Thaw (A)	Tex-432-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Unit Weight	Tex-404-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	24 hr. Water Absorption (A)	Tex-433-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Crushed Face Count	Tex-460-A, Part I	Stockpile	1 per 20,000 CY	Only required for crushed gravel. Sample in accordance with Tex-221-F.
	Deleterious Material (A)	Tex-217-F, Part I	Stockpile	1 per 10,000 CY	Not required for lightweight aggregate. Sample in accordance with Tex-221-F.
	Decantation (A)	Tex-406-A	Stockpile	1 per 10,000 CY	Sample in accordance with Tex-221-F.
	Flakiness Index	Tex-224-F	Stockpile	Frequency as directed by the Engineer	Sample in accordance with Tex-221-F.

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			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE (Continued)	Micro Deval	Tex-461-A	Stockpile	1 per project or as necessary for control	Compare result to published value listed on the current Material Producer List for BRSQC. Submit sample to MTD for Soundness and L.A. Abrasion testing when results differ by more than 3% points, unless otherwise directed by the Engineer. Sample in accordance with Tex-221-F.
	White Rock Count	Tex-220-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when MTD provides inspection at the plant. Sample in accordance with Tex-221-F.
	Naturally Impregnated Bitumen Content	Tex-236-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when MTD provides inspection at the plant. Sample in accordance with Tex-221-F.
PRECOATED AGGREGATE	Asphalt Content	Tex-210-F	Stockpile	Frequency as directed by the Engineer when a target value is specified	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample asphalt binder in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample per project in SM.

TABLE II – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
C	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation (B)	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Sieve Analysis (A) (B)	Tex-401-A		Each 1,000 CY of concrete (each source)	Test combined aggregate when used. Sample in accordance with Tex-400-A.
		Deleterious Materials (B)	Tex-413-A		1 per project or as necessary for control	Sample in accordance with Tex-400-A.
		Los Angeles Abrasion (A) (B)	Tex-410-A		One, each source	Verify the value of the source, as listed on the current Material Producer list for CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
		Magnesium Soundness (A) (B)	Tex-411-A		One, each source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. (C)
	FINE AGGREGATE	Sand Equivalent (B)	Tex-203-F	From stockpile at concrete plant	1 per project or as necessary for control	Test combined aggregate when used. Sample in accordance with Tex-400-A.
		Organic Impurities (B)	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis (A) (B)	Tex-401-A		Each 1,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Fineness Modulus (B)	Tex-402-A		1 per project or as necessary for control	Test combined aggregate when used. Test to confirm material variability when strength values are in question. Sample in accordance with Tex-400-A.
		Deleterious Material (B)	Tex-413-A		1 per project or as necessary for control	Test to confirm material variability when strength values are in question. Sample in accordance with Tex-400-A.

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MINERAL AGGREGATE (Continued)	FINE AGGREGATE (Continued)	Acid Insoluble Residue **(A) (B)**	Tex-612-J		Two, each source	Only for concrete subject to direct traffic. Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. **(C)**
SILICA FUME		Compliance with DMS-4630 **(A)**		Railroad car, truck, bags or silos	1 per project, per class of concrete (For each type and brand)	Provide MTD with one 4 x 8 concrete sample for silica fume dispersion verification. Verify the source is listed on the Material Producer List for Silica Fume. Sample in accordance with Tex-300-D.
METAKAOLIN		Compliance with DMS-4635 **(A)**		Railroad car, truck or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-300-D.
MIX DESIGN		Compliance with Standard Specification Item 421.4.A		At source (if not approved)	Min. 1 design per class, per source	Verify if cement, fly ash, slag cement, and chemical admixture sources are listed on the Material Producer Lists. If not, sample and submit to MTD for testing. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT). Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash.
JOINT MATERIAL		Compliance with DMS-6300				Verify the source is listed on the Material Producer List for Joint Sealers. If not, sample and test before use in accordance with DMS-6310. **(C)** Sample in accordance with Tex-500-C.
CURING COMPOUND		Compliance with DMS-4650		Sampled at jobsite; tested by MTD. See remarks.	When requested by MTD	Only products listed on the Material Producer List for Concrete Curing Compounds will be allowed. When sample is requested by MTD, sample in accordance with Tex-718-I. Ensure container has been agitated and mixed before sampling. **(C)**
EVAPORATION RETARDANTS		Compliance with DMS-4650				Only products listed on the Material Producer list for Evaporation Retardants will be allowed. **(C)**
REINFORCING STEEL		Compliance with the Std. Specifications & Spec. Provisions	As Specified			Only materials from MTD approved sources listed on the Material Producer Lists for Reinforcing Steel Mills and Seven Wire Steel Strand will be allowed. **(C)**

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MECHANICAL COUPLERS	Compliance with DMS-4510	Tex-743-I	Sampled at jobsite; Tested by MTD	3 couplers per lot (500 couplers) for each type, model, bar size, and grade	Only materials from MTD approved sources listed on the Material Producer List for Mechanical Couplers will be allowed. **(C)**
LATEX	Compliance with DMS-4640 for concrete chemical admixtures				Verify the Latex is listed on the Material Producer List for Chemical Admixtures.
EPOXY	Compliance with DMS-6100, unless otherwise specified		Sampled at jobsite if not pre-approved by MTD.	1 per batch or shipment	Verify the source is listed on the Material Producer List for Epoxies and Adhesives. If not, sample and test before use in accordance with DMS-6100. Sample in accordance with Tex-734-I. **(C)**
CONCRETE	Compressive Strength **(A)**	Tex-418-A	At point of concrete placement	4 cylinders for each 60 CY per class, per day (For bridge railing and traffic railing, testing may be reduced to 4 cylinders per 180 CY per class regardless of days)	Sampling must be in accordance with Tex-407-A. Making additional cylinders for 56 day testing should be considered when slow strength gain mixtures are being used, or when the approved mix design has a history of failing to meet design strength at 28 days. Test two cylinders at 7 days, and if the average value is below the design strength, as defined in Item 421, Table 8, test the remaining 2 cylinders at 28 days, or 56 days if additional cylinder were not made. If the average value of the 2 cylinders tested at 7 days meets the minimum design strength, listed in Item 421, Table 8, the remaining cylinders are not required to be tested. If the average value of the 7 and 28 day cylinders are below the design strengths, and 56 day cylinders were made, test the remaining set at 56 days.
	Slump	Tex-415-A		1 test, per 4 strength specimens	Sample in accordance with Tex-407-A. Perform slump and temperature tests on the same load from which strength test specimens are made. Perform entrained air test only when entrained air concrete is specified on the plans. Check temperature of every load for bridge slabs and mass concrete placements. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Entrained Air **(A)**	Tex-416-A or Tex-414-A			
	Temperature of Concrete **(A)**	Tex-422-A			

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
CONCRETE (Continued)	Bridge Deck or Culvert Top Slab Thickness and Depth of Reinforcement	Tex-423-A, Part II	During dry run and during concrete placement (Bridge decks and direct traffic culverts)	1 per span	Min 6–Max 18 locations per span.

TABLE III – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	These Project Tests may be used for one or more projects being furnished concrete from the same plant during the same period.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed. • Concrete (structural): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Test often for slump, air, and temperature to ensure the consistent control of the concrete production.
E	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

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TABLE IV – HYDRAULIC CEMENT CONCRETE – NON-STRUCTURAL CONCRETE (Classes: A, B, or E)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (B)	FREQUENCY OF SAMPLING (C)	REMARKS
CONCRETE	Compressive Strength (A)	Tex-418-A	At point of concrete placement	2 cylinders per 180 CY, per class	Sampling must be in accordance with Tex-407-A. Strength will be determined by 7-day specimens.
MIX DESIGN	Compliance with the Standard Specification		At source if not approved	Min. 1 design per class, per source	Verify if cement, fly ash, slag cement, and chemical admixture sources are listed on the Material Producer Lists. If not, sample and submit to MTD for testing. Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).
SILICA FUME	Compliance with DMS-4630		Railroad car, truck, bags, or silos	1 test per project, per class (for each type and brand)	Sample in accordance with Tex-300-D. Provide MTD with one 4 x 8 concrete sample for silica fume dispersion verification. Verify the source is listed on the Material Producer List for Silica Fume.
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck, or silos	1 test per project, per class (for each type and brand)	Sample in accordance with Tex-300-D.

TABLE IV – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Concrete (miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled.
C	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

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TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Sieve Analysis (A)	Tex-401-A		As necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Deleterious Materials	Tex-413-A		Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		L.A. Abrasion (A)	Tex-410-A		One, each source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
		Magnesium Soundness (A)	Tex-411-A			
	FINE AGGREGATE	Sand Equivalent	Tex-203-F	From stockpile at concrete plant	Each 3,000 CY of concrete (Each source or combination of sources)	Sample in accordance with Tex-400-A. Test combined aggregate when used. At least one per week's production.
		Organic Impurities	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis (A)	Tex-401-A		As necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Fineness Modulus (B)	Tex-402-A			
		Deleterious Material (B)	Tex-413-A		Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Acid Insoluble (A)	Tex-612-J		1 per project, per source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
MIX DESIGN		Compliance with the Standard Specifications Item 421.4.A		At source, if not approved	Min. 1 design, per class, per source	Verify if cement, fly ash, ground granulated blast furnace slag, and admixture sources are listed on the Material Producer List. If not, sample and submit to MTD for testing. Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).
SILICA FUME		Compliance with DMS-4630		Railroad car, truck, bags, or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-300-D. Provide MTD with one 4 x 8 concrete sample for silica fume dispersion verification. Verify the source is listed on the Material Producer List for Silica Fume.

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TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck, or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-300-D.
JOINT MATERIAL	Compliance with DMS-6310		Sampled at jobsite if not sampled at source by MTD; tested by MTD. See remarks.	1 per batch or shipment	Sample in accordance with Tex-500-C. Sampling may be waived when the source is listed on the Material Producer List for Joint Sealers. **(C)**
CURING COMPOUND	Compliance with DMS-4650		Sampled at jobsite; tested by MTD. See remarks.	When requested by MTD	Only products listed on the Material Producer List for Concrete Curing Compounds will be allowed. When sample is requested by MTD, sample in accordance with Tex-718-I. Ensure container has been agitated and mixed before sampling. **(C)**
EVAPORATION RETARDANTS	Compliance with DMS-4650				Only products listed on the Material Producer List for Evaporation Retardants will be allowed. **(C)**
REINFORCING STEEL	Compliance with the Std. Specifications & Spec. Provisions	As Specified			Only materials from MTD approved sources listed on the Material Producer List for Reinforcing Steel Mills and Seven Wire Steel Strand will be accepted. **(C)**
MULTIPLE PIECE TIE BARS	Compliance with DMS-4515	Tex-712-I	Sampled at jobsite if not sampled at source by MTD; tested by MTD. See remarks.	Refer to Tex-711-I for sampling rates	Only materials from MTD approved sources listed on the Material Producer List for Multiple Piece Tie-bars for Concrete Pavements will be allowed. Sample in accordance with Tex-711-I.
EPOXY	Compliance with DMS-6100		Sampled at jobsite if not pre-approved by MTD. See remarks.	1 batch per shipment	Verify the source is listed on the Material Producer List for Epoxies and Adhesives. If not, sample and test before use in accordance with DMS-6100. Sample in accordance with Tex-734-I. **(C)**
CONCRETE	Strength **(A) (B)**	Tex-448-A or Tex-418-A	At point of concrete placement	2 cylinders for every 10 contractor job control tests	Sample in accordance with Tex-407-A. When the contract requires the project testing to be by the Engineer, the frequency and job control testing will be in accordance with the item of work. Split sample verification testing used when contractor performs job control testing. When job control testing by the contractor is waived by the plans, the frequency of sampling will be one test (2 specimens) for each 3,000 SY of concrete or fraction thereof or per day and split sample verification testing will be waived. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.

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TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
CONCRETE (Continued)	Slump	Tex-415-A	At time and location strength specimens are made	1 test for every 10 contractor job control tests.	Sample in accordance with Tex-407-A. Slump is not required for slip-formed pavement. Perform slump and temperature tests on the same load from which the strength specimens are made. Perform entrained air test only when entrained air concrete is specified on the plans. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Entrained Air (A)	Tex-416-A or Tex-414-A			
	Temperature	Tex-422-A			
	Pavement Texture	Tex-436-A	Final Riding Surface of travel lanes	1 per day, per driving lane	Perform when carpet drag is the only surface texture required on the plans.
	Thickness	Tex-423-A, Part I	Center of paving machine	Every 500 feet	Methods other than Tex-423-A may be shown on the plans.
	Ride Quality (A)	Tex-1001-S Surface Test, Type B	Final riding surface of travel lanes		Engineer may verify contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.

TABLE V – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	When a project test does not meet the specified strength requirements and a reduced pay factor is assigned, document the analysis on the Letter of Certification of Materials Used.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

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TABLE VI – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347 and 348) (All testing as noted in Table VI may be waived for exempt production as defined by specification.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (C)
	Magnesium Soundness (A)	Tex-411-A			
	Surface Aggregate Classification (A)	Tex-499-A		1 per project, per source	
	Micro Deval	Tex-461-A		1 per project, per aggregate source	Not required when the Rated Source Soundness Magnesium loss is 15 or less as listed on the current published BRSQC. If testing is required, sample in accordance with Tex-221-F.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per project, per source, per design	Does not apply to Item 342. Sample in accordance with Tex-221-F. The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder at hot- mix plant in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.

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TABLE VI – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347 and 348)
(All testing as noted in Table VI may be waived for exempt production as defined by specification.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min 1 design, per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted on individual materials, as necessary, for control.
COMPLETE MIXTURE	Asphalt Content (A)	Tex-236-F	Engineer Truck Sample (D)	Minimum 1 per Lot	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project. When Tex-236-F does not yield reliable results, use alternative methods for determining asphalt content, such as, Tex-210-F (ASTM D2172/AASHTO T164) and Tex-228-F (ASTM D4125/AASHTO T287).
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck Sample Plant Produced (D)	1 per Sublot	Sample in accordance with Tex-222-F. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #. Does not apply to Items 342 and 348.
	Gradation (A)	Tex-200-F	Engineer Truck Sample (D)	Minimum 1, per 12 Sublots (E)	Sample in accordance with Tex-222-F. Determine correction factors for ignition oven using Tex-236-F at a minimum of one per project.
	Moisture Susceptibility	Tex-530-C	Truck Sample	1 per project	Sample in accordance with Tex-222-F, unless waived by the Engineer.
	Indirect Tensile Strength – Dry	Tex-226-F			Sample in accordance with Tex-222-F, unless waived by the Engineer. Does not apply to Items 342, 346, 347, and 348.
	Moisture Content	Tex-212-F, Part II	Engineer Truck Sample		Sample in accordance with Tex-222-F.
	Lab Molded Density (A)	Tex-207-F, Part I, VI, VIII	Truck Sample (D)	1 per Sublot 1 per Lot for Item 347	Sample in accordance with Tex-222-F. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Drain Down Test (A)	Tex-235-F	Engineer Truck Sample	1 per 12 Sublots	Sample in accordance with Tex-222-F. Not required for Items 341, 344, and 347.
	Hamburg Wheel Test (A)	Tex-242-F	Engineer Truck Sample	1 per project	Sample in accordance with Tex-222-F. Sample during production. Does not apply to Item 348 PFC-C, PFCR-C, and Thin Bonded Wearing Course –All Types.

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TABLE VI – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347 and 348) (All testing as noted in Table VI may be waived for exempt production as defined by specification.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
COMPLETE MIXTURE (Continued)	Cantabro Loss (A)	Tex-245-F	Engineer Truck Sample	1 per project	Sample in accordance with Tex-222-F. Sample during production. Does not apply to items 341, 344, 346, and 347.
	Overlay Test (A)	Tex-248-F	Engineer Truck Sample	1 per project	Sample in accordance with Tex-222-F. Does not apply to Items 341, 344, and 348 PFC-C, PFCR-C, and Thin Bonded Wearing Course –All Types.
ROADWAY	In-Place Air Voids (A)	Tex-207-F, Part I, VI, VIII	Roadway (D)	2 cores per Sublot	Two cores taken per Sublot and averaged. Sample in accordance with Tex-222-F. Does not apply to Items 342, 347, and 348.
	Segregation Profile (A)	Tex-207-F, Part V	Roadway	1 per project	Not required when Contractor uses thermal imaging system. Does not apply to Items 342, 347, and 348.
	Joint Density (A)	Tex-207-F, Part VII	Roadway	1 per project	
	Thermal Profile	Tex-244-F	Immediately behind paver	1 per project	Not required when Contractor uses thermal imaging system.
	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes	1 per project	Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results for surface test Type A are not required to be reported.
	Permeability	Tex-246-F	Roadway	1 per project	Permeability is encouraged to use with items 342 and 348. Only applies to Item 347.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by MTD		Sampling must be in accordance with Tex-735-I. Verify the source is listed on the current Material Producer List for Silt Fence, Filter Fabric, and Fabric Underseals. If not, sample and test before use in accordance with DMS-6220.

TABLE VI – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."
E	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

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TABLE VII – HOT-MIX ASPHALT PAVEMENT (Items 334)
(Refer to DMS-9210, "Limestone Rock Asphalt (LRA)," for testing requirements for Item 330.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design) (F)	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (D)
	Magnesium Soundness (A)	Tex-411-A			
	Micro Deval	Tex-461-A			Sample in accordance with Tex-221-F. Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Surface Aggregate Classification (A)	Tex-499-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. SiteManager Quality Monitoring test documentation is accomplished by attaching an approved mix design.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per project, per source	Sample in accordance with Tex-221-F. The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 (A) (C)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VII – HOT-MIX ASPHALT PAVEMENT (Items 334) (Refer to DMS-9210, "Limestone Rock Asphalt (LRA)," for testing requirements for Item 330.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design) (F)	REMARKS
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted in individual materials as necessary for control.
COMPLETE MIXTURE	Asphalt Content (A)	Tex-236-F	Engineer Truck Sample (E)	Minimum of 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck Sample Plant Produced (E)	1 per 5,000 tons	Sample in accordance with Tex-222-F.
	Gradation (A)	Tex-236-F	Truck Sample	Minimum 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
	Moisture Content	Tex-212-F, Part II	Truck Sample	1 per 5,000 tons	Sample in accordance with Tex-222-F. Performed by MTD at the point of production for payment calculations.
	Hydrocarbon-Volatile Content	Tex-213-F		1 per 5,000 tons	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
	Lab Molded Density (A)	Tex-207-F		1 per 5,000 tons	Sample in accordance with Tex-222-F.
	Hveem Stability (A)	Tex-208-F		1 per 5,000 tons	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
ROADWAY	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VII – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project.
C	Or as called for in the Specifications.
D	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
E	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."
F	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII – HOT-MIX ASPHALT PAVEMENT (Item 340)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (C)
	Magnesium Soundness (A)	Tex-411-A			
	Micro Deval	Tex-461-A	Stockpile (B)	1 per project, per source	Sample in accordance with Tex-221-F. Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Surface Aggregate Classification (A)	Tex-499-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (C)
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per project, per design	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min. 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted in individual materials as necessary for control.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII – HOT-MIX ASPHALT PAVEMENT (Item 340)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY	REMARKS
COMPLETE MIXTURE	Asphalt Content	Tex-236-F	Truck Sample (D)	Minimum of 1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck Sample Plant Produced (D)	1 per day	Sample in accordance with Tex-222-F.
	Gradation (A)	Tex-236-F	Truck Sample	Minimum 1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Sample in accordance with Tex-222-F, unless waived by the Engineer.
	Indirect Tensile Strength – Dry	Tex-226-F		1 per project, per design	Sample in accordance with Tex-222-F, unless waived by the Engineer.
	Lab Molded Density (A)	Tex-207-F	Truck Sample	1 per day	Sample in accordance with Tex-222-F.
	Hamburg Wheel Tracker (A)	Tex-242-F		1 per project	Sample in accordance with Tex-222-F. Sample during production.
ROADWAY	Air Voids (A)	Tex-207-F	Selected by the Engineer (D)	1 per day (2 Cores)	Sample in accordance with Tex-222-F.
	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by MTD		Sample in accordance with Tex-735-I. Verify the source is listed on the current Material Producer List for Silt Fence, Filter Fabric, and Fabric Underseals. If not, sample and submit to MTD for testing before use in accordance with DMS-6220.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

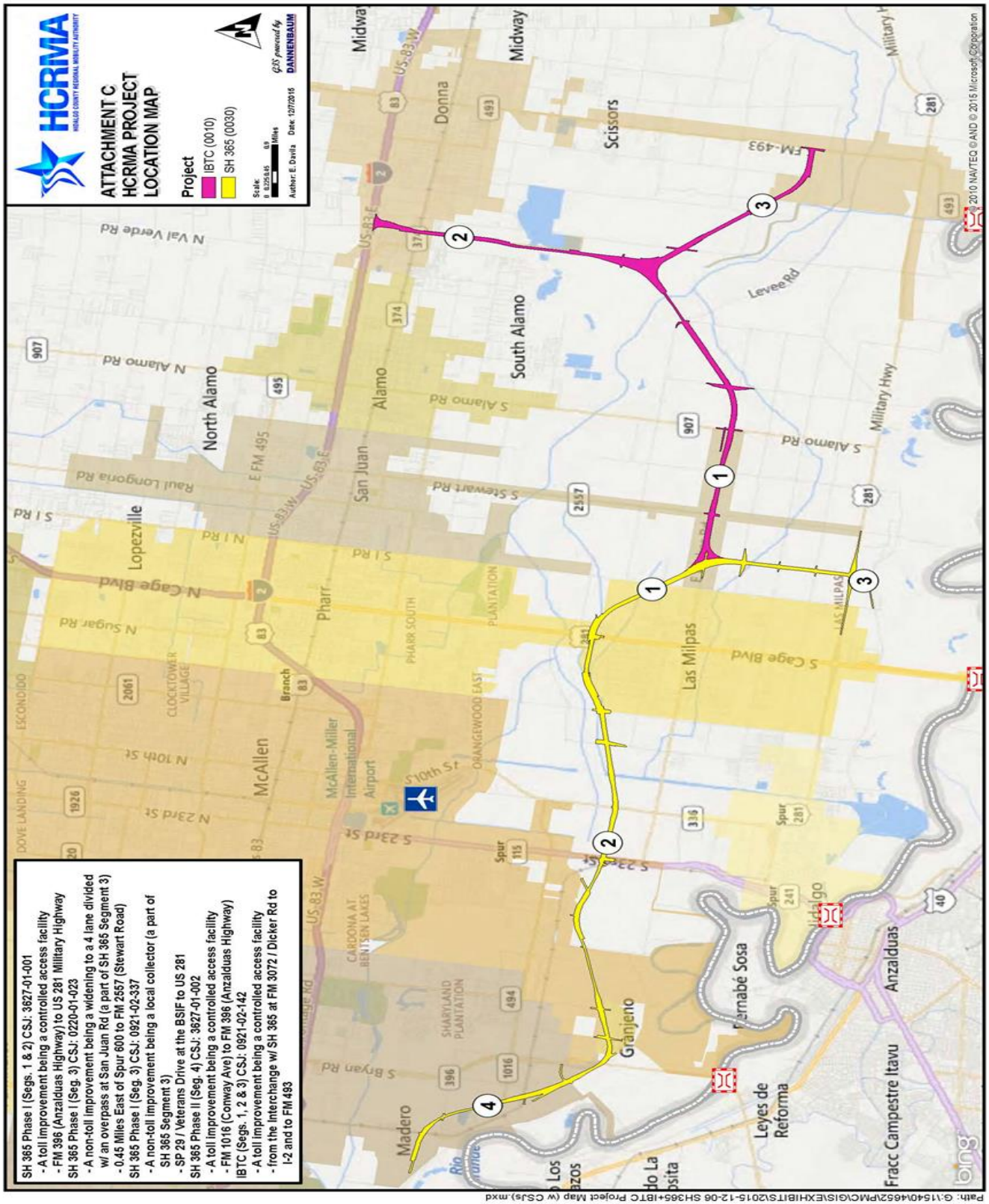
TABLE IX – MICROSURFACING (Item 350)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OF SAMPLING	FREQUENCY (Per Design)	REMARKS
AGGREGATE	Magnesium Soundness **(A)**	Tex-411-A	Stockpile **(B)**	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing at 1 per project, per source. **(C)**
	Gradation	Tex-200-F, Part II		1 per project, per source	Sample in accordance with Tex-221-F.
	Crushed Face Count	Tex-460-A		1 per project, per source	Sample in accordance with Tex-221-F.
	Acid Insoluble **(A)**	Tex-612-J		1 per project, per source	Verify the value of the source, as listed on the current BRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-221-F. **(C)**
	Surface Aggregate Classification	Tex-499-A	Stockpile, or BRSQC **(B)**	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing at 1 per project, per source. **(C)**
COMBINED BLEND	Sand Equivalent	Tex-203-F	Stockpile **(B)**	1 per project, per source	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300 **(A)**		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 **(A)**		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

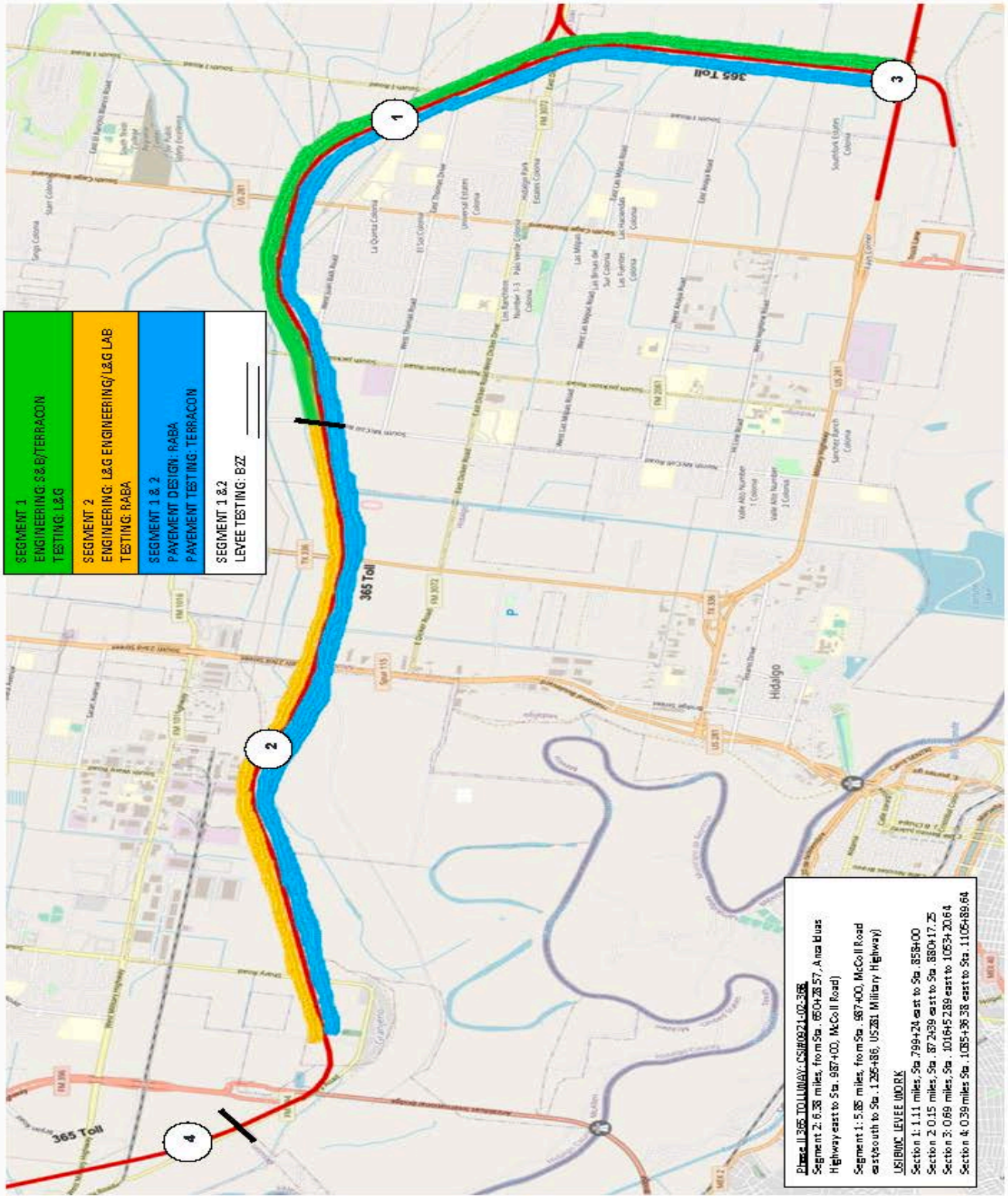
TABLE IX – MICROSURFACING (Item 350)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OF SAMPLING	FREQUENCY (Per Design)	REMARKS
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min. 1 design per project	Submit to MTD for approval.
CEMENT	Compliance with DMS-4600				Verify the source is listed on the current Material Producer List for Cement. If not, sample and submit to MTD for testing before use in accordance with DMS-4600.
COMPLETE MIX	Asphalt Content	Tex-236-F	During production	1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Gradation	Tex-200-F, Part II Tex-236-F			Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven use at a minimum of one per project.

TABLE IX – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

Project Limits Exhibit



Project Limits Exhibit



APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

I. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Title o(Modal Operating Administration),*** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program* ***requirements.[***

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds ofrace, color, or national origin. ***[Include Modal Operating Administration specific program requirements.]***

4. **Information and Repo11s:** The contractor will provide all information and reports required by the Acts,the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Title o(Modal Operating Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Title o(Modal Operating Administration)*** may determine to be appropriate, including, but not limitedto:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respectto any subcontract or procurement as the Recipient or the ***(Title o(Modal Operating Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the

contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes andauthorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis ofrace, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discriminationon the basis of age);
- Airport and Airway Improvement Act of1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

North American Industry Classification System (NAICS) Work Codes
For Federally Funded Contracts

Texas Department of Transportation
Professional Engineering Procurement Services (PEPS) Division
Professional Services Contracts for Engineering, Surveying and Architecture
Pre-Certified Work Categories and North American Industry Classification System (NAICS) Work Codes for Federally Funded contracts

Work Category No.	Category Name	Applicable Disadvantaged Business Enterprise (DBE) NAICS Work Codes
1.1.1	Policy Planning	541330 or 541320
1.2.1	Systems Planning	541330
1.3.1	Subarea/Corridor Planning	541330
1.4.1	Land Planning/Engineering	541330
1.5.1	Feasibility Studies	541330
1.6.1	Major Investment Studies	541330
1.7.1	Traffic Demand Modeling	541330
1.8.1	Public Involvement	541820 or 541330
2.1.1	Traffic Noise Analysis	541330 or 541620
2.2.1	Air Quality Analysis	541330 or 541620
2.3.1	Wetland Delineation	541330 or 541620
2.3.2	Conditional/Functional Assessment	541330 or 541620
2.4.1	Nationwide Permit	541330 or 541620
2.4.2	Clean Water Act Sec. 404 Permits	541330 or 541620
2.4.3	U.S. Coast G. & U.S. Army Corps Of Engr. Permits	541330 or 541620
2.5.1	Geological Assessment for Edwards Aquifer Recharge Zone	541330 or 541360 or 541620
2.6.2	Impact Evaluation Assessments	541330 or 541620
2.6.4	Biological Evaluations/Assessments	541330 or 541620
2.7.1	Sec. 4(F)/6(F) Evaluations	541330 or 541620
2.7.2	Historic Sites Sec. 4(f) Evaluations	541330 or 541620 or 541310
2.10.1	Archaeological Surveys, Doc., Excavation, Testing Rpts	541330 or 541620
2.12.1	Socio-Economic and Environmental Justice Analysis	541330 or 541620
2.13.1	Hazardous Materials Initial Site Assessment	541330 or 541620
2.14.1	Environmental Document Preparation	541330 or 541620
2.15.1	Historical Research of Extant Bldgs, Struct, Landsc., & Obj.	541310 or 541620
2.15.2	Historical Surveys & Doc. of Bldgs, Struct, Landsc., & Obj.	541310 or 541620
3.2.1	Route Studies & Schematic Design	541330
4.2.1	Roadway Design	541330
4.4.1	Freeway Interchanges	541330
4.5.1	Constructability Review	541330
4.6.1	3-D Design Visualization Services	541330 or 541340
5.2.1	Bridge Design	541330
5.3.1	Multi-Level Interchange Design	541330
5.5.1	Bridge & Non-Bridge Class Culvert and Inlet Design	541330
6.1.1	Routine Bridge Inspection Team Leader	541330
6.1.2	Routine Bridge Inspection Project Manager	541330
6.2.1	Complex Bridge Inspection Team Leader	541330
6.2.2	Complex Bridge Inspection Project Manager	541330
6.3.1	Tunnel Inspection Team Leader	541330
6.3.2	Tunnel Inspection Project Manager	541330
6.4.1	Underwater Bridge Inspection Team Leader	541330
6.5.1	Non-Destructive Testing	541330 or 541380
7.1.1	Traffic Engineering Studies (Traffic Counting 541990)	541330
7.3.1	Traffic Signal Timing	541330
7.4.1	Traffic Control Systems Analysis, Design & Implementation	541330
7.5.1	Intelligent Transportation System	541330
8.1.1	Signing, Pavement Marking & Channelization	541330
8.2.1	Illumination	541330
8.3.1	Signalization	541330
8.4.1	ITS Control Systems Analysis, Design & Implementation	541330
8.6.1	Rail-Highway Design	541330

North American Industry Classification System (NAICS) Work Codes
For Federally Funded Contracts

Work Category No.	Category Name	Applicable Disadvantaged Business Enterprise (DBE) NAICS Work Codes
9.1.1	Bicycle & Pedestrian Facility Development	541330
10.1.1	Hydrologic Studies	541330
10.2.1	Roadway Hydraulic Design	541330
10.3.1	Bridge Hydraulic Design	541330
10.4.1	Storm Water Pump Station-Hydraulic Design	541330
10.4.2	Pump Stations-Electrical	541330
10.4.3	Pump Stations-Structures	541330
10.5.1	Bridge Scour Evaluations And Analysis	541330
10.6.1	Coastal Hydraulic Design	541330
10.7.1	Riverine Hydraulic Design	541330
10.8.1	FEMA Regulations and Permits	541330
11.1.1	Roadway Construction Management And Inspection	541330
11.2.1	Bridge Construction Management And Inspection	541330
11.3.1	Construction Superintendent	541330
11.4.1	Environmental Inspections	541330 or 541620
11.5.1	Construction Scheduling Project Manager	541330
11.6.1	Construction Schedule Support- General	541330
11.7.1	Construction Schedule Support- Relating to Scheduling of Roadway Design	541330
11.8.1	Construction Schedule Support- Relating to Construction Management of Projects Including Bridges or Multi-level Interchanges	541330
12.1.1	Asphaltic Concrete Production	541330 or 541380
12.1.2	Portland Cement Concrete	541330 or 541380
12.1.3	Materials Engineering	541330 or 541380
12.1.4	Asphaltic Concrete Placement	541330 or 541380
12.1.5	Portland Cement Concrete Placement	541330 or 541380
12.1.6	Embankment/Subgrade/Backfill/Base Production	541330 or 541380
12.1.7	Embankment/Subgrade/Backfill/Base Placement	541330 or 541380
12.2.1	Plant Inspection And Testing	541330 or 541380
12.3.1	Coatings Inspection and Material Testing Project Manager	541330 or 541380
12.3.2	Coatings Inspection and Material Testing Task Leader	541330 or 541380
14.1.1	Soil Exploration	541330 or 541380
14.2.1	Geotechnical Testing	541330 or 541380
14.3.1	Transportation Foundation Studies	541330 or 541380
14.4.1	Building Foundation Studies	541330 or 541380
14.5.1	Evaluation & Design of Geotechnical Related Structures	541330 or 541380
15.1.1	Right of Way Surveys	541370
15.2.1	Design Survey	541370
15.2.2	Construction Survey	541370
15.3.1	Aerial Photogrammetry	541370
15.3.2	Terrestrial Photogrammetry	541370
15.3.3	Terrestrial LiDAR	541370
15.3.4	Mobile and Airborne LiDAR	541370
15.3.5	Horizontal and Vertical Control	541370
15.5.1	State Land Surveying	541370
16.1.1	Architecture	541310
16.2.1	Building and Facilities Architecture	541310
16.3.1	Landscape Architecture	541320
17.1.1	Structural Engineering	541330
17.2.1	Mechanical Engineering	541330
17.3.1	Plumbing Engineering	541330
17.4.1	Electrical Engineering	541330
17.5.1	Civil Engineering	541330
17.6.1	Hazardous Building Materials Assessment (Asbestos)	541330 or 541620
17.6.2	Hazardous Building Materials Assessment (Lead)	541330 or 541620

North American Industry Classification System (NAICS) Work Codes
For Federally Funded Contracts

Work Category No.	Category Name	Applicable Disadvantaged Business Enterprise (DBE) NAICS Work Codes
18.2.1	Subsurface Utility Engineering	541330
18.3.1	Utility Adjustment Coordination	541330 or 541618
18.4.1	Utility Engineering	541330
18.5.1	Utility Construction Management and Verification	541330
18.6.1	Utility Management & Coordination Oversight	541330
19.1.1	Value Engineering	541330
Services used to support work done under the precertification work categories		
Support	Drilling and Coring Services (for Engineering services)	541330
Support	Boring, Core Drilling, Foundation Drilling, and Soil Test Drilling	238910
Support	Materials Testing (for Engineering services)	541330
Support	Materials Testing (for testing laboratories)	541380
Support	Traffic Control - Flagging	561990
Support	Traffic Control - Sign erection, highway, road, street or bridge	237310
Support	Traffic Counting	541330 or 541990
Non-listed categories (NLC)		
NLCs	NLC - for Engineering	541330
NLCs	NLC - for Materials Testing	541330 or 541380
NLCs	NLC - for Construction Record Keeper	541330
NLCs	NLC - for Non-engineering, Non-architecture, Non-surveying	To Be Determined

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-48

APPROVAL OF WORK AUTHORIZATION 1 WITH ATLAS TECHNICAL CONSULTANTS FOR CONSTRUCTION MATERIAL TESTING IN THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 26th day of October, 2021, by the Board of Directors of the HidalgoCounty 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 now Atlas Technical Consultants, 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 the Authority finds it necessary to approve Resolution 2021-47 Approval of Award of Contract by and between the Atlas Technical Consultants formerly known as Pavetex Engineering, LLC, and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services; and

WHEREAS the Authority finds it necessary to approve Resolution 2021-48 Approval of Work Authorization 1 to the Professional Service Agreement with Atlas Technical Consultants formerly known as Pavetex Engineering, LLC, for Construction Material Testing in the amount of $402,877.44 for the 365 Tollway Project.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Work Authorization 1 to the Professional Service Agreement with Atlas Technical Consultants, in the amount of $402,877.44 for the 365 Tollway Project, hereto attached as Exhibit A, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization 1 with Atlas Technical Consultants., as approved by the Board.

*****

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 26th day of October 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Work Authorization 1
to the
Professional Service
Agreement with
Atlas Technical Consultants
For
Construction Material Testing Services

WORK AUTHORIZATION NO. 1
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 Atlas Technical Consultants (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 C, E and F which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is $ 402,877.44 and the method of payment is unit cost/specified rate basis as set forth in Attachment E of the Agreement. This amount is based upon fees setforth 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 Dec. 13, 2025, 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 Construction Material Testing Services 365 Tollway Project / Segment 1 & 2.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Marvin Garcia, PE.	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
Vice President	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

SH 365 Phase I (Segs. 1 & 2) CSJ: 3627-01-001
- A toll improvement being a controlled access facility
- FM 396 (Anzalduas Highway) to US 281 Military Highway

SH 365 Phase I (Seg. 3) CSJ: 0220-01-023
- A non-toll improvement being a widening to a 4 lane divided w/ an overpass at San Juan Rd (a part of SH 365 Segment 3)
- 0.45 Miles East of Spur 600 to FM 2557 (Stewart Road)

SH 365 Phase I (Seg. 3) CSJ: 0921-02-337
- A non-toll improvement being a local collector (a part of SH 365 Segment 3)
- SP 29 / Veterans Drive at the BSIF to US 281

SH 365 Phase II (Seg. 4) CSJ: 3627-01-002
- A toll improvement being a controlled access facility
- FM 1016 (Conway Ave) to FM 396 (Anzalduas Highway)

IBTC (Segs. 1, 2 & 3) CSJ: 0921-02-142
- A toll improvement being a controlled access facility
- from the Interchange w/ SH 365 at FM 3072 / Dicker Rd to I-2 and to FM 493

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

EXHIBIT C
HCRMA PROJECT LOCATION MAP

Project

- IBTC (0010)
- SH 365 (0030)

Scale: 0 0.225 0.45 0.9 Miles

Author: E. Davila Date: 12/7/2015

GIS powered by DANNENBAUM

Path: G:\1540\4652\PMC\GIS\EXHIBITS\2015-12-06 SH365+IBTC Project Map (w CSJs).mxd

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ATTACHMENT C

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

APPLICABILITY:

Wherever the following terms are used in this attachment or other contract documents, the intent and meaning will be interpreted as indicated below.

ABBREVIATIONS, ABBREVIATIONS, and DEFINITIONS:

HCRMA OR AUTHORITY shall mean Hidalgo County Regional Mobility Authority
PMC (GEC) shall mean Program Management Consultant (General Engineering Consultant) (HDR Engineering Inc.)
ENGINEER shall mean Atlas Technical Consultants
TxDOT shall mean Texas Department of Transportation
FHWA shall mean Federal Highway Administration
IBWC shall mean International Boundary and Water Commission
USFWS shall mean United States Fish & Wildlife Service
THC shall mean Texas Historical Commission
SHPO shall mean State Highway Preservation Office
USACE shall mean United States Army Corps of Engineers
GSA shall mean General Services Administration
HCMPO shall mean Hidalgo County Metropolitan Planning Organization
FAA shall mean Federal Aviation Administration
MTP shall mean Metropolitan Transportation Plan
TIP shall mean Transportation Improvement Program
MUTCD shall mean Manual of Uniform Traffic Control Devices
AASHTO shall mean American Association of State Highway and Transportation Officials
LRFD shall mean Load & Resistance Factor Design
PS&E shall mean Plans, Specifications and Estimate
ACP shall mean Asphaltic Concrete Pavement
CSJ shall mean Control Section Job (highway project designation number)
ADP shall mean Advance Project Development
AAP AASHTO Accreditation Program (AASHTO re:source and CCRL)
AASHTO American Association of State Highway Transportation Officials
ACI shall mean American Concrete Institute
AO shall mean Area Office
AQMP shall mean Aggregate Quality Monitoring Program
CAR shall mean Corrective Action Report
CCRL shall mean Concrete and Cement Reference Laboratory
CE&I shall mean Construction Engineering and Inspection
CFR shall mean Code of Federal Regulations
MTD shall mean Materials and Tests Division
CMEC shall mean Construction Materials Engineering Council
FHWA shall mean Federal Highway Administration
HMA shall mean Hot-Mix Asphalt
HMAC shall mean Hot-Mix Asphalt Center
IA shall mean Independent Assurance
L-A-B shall mean Laboratory Accreditation Bureau
MPL shall mean Material Producer List
QAP shall mean Quality Assurance Program
QAT shall mean Quality Assurance Test
QC shall mean Quality Control
SM shall mean SiteManager
TXAPA shall mean Texas Asphalt Pavement Association
TxDOT shall mean Texas Department of Transportation

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
PROJECT DESCRIPTION

The services designated herein as "Services provided by the Engineer" shall include the performance of all engineering services for the following described facility:

County/HCRMA: Hidalgo County

CSJ number: 0921-02-368

Project/Description: Provide construction materials testing to assure the materials incorporated into 12.23 miles of Segment 1 and 2 [From Anzalduas Highway east to US Hwy 281] on Phase II of 365 Toll highway construction project are subject to verification sampling and testing when required and meet project plans an specifications; and administering Quality Monitoring and Quality Assurance Program.

Length: 12.23 Miles (Approx)

Highway: 365TOLL (Segment 1 & 2)

Limits: From Anzalduas Highway east to US 281 Military Hwy (See Location Map Attached)

Contract is for "indefinite delivery/indefinite quantity [IDIQ] set for a proposed three (3) year fixed period of time, during that period of time the Engineer will be responsible for an unlimited number of separate projects, or additional work on a current project to be issued on an individual work order basis.

The Engineer agency(s) must be accredited by one of the following FHWA- and TxDOT-approved accrediting bodies:

A. AASHTO Accreditation Program (AAP);
B. Construction Materials Engineering Council (CMEC); or
C. Laboratory Accreditation Bureau (L-A-B)

The Engineer shall have Texas Department of Transportation or Toll Authority/Regional Mobility Authority as well U.S. Army Corps of Engineers' construction material testing experience and is expected to work directly with the HCRMA Construction Division, namely, the Chief Construction Engineer for the Authority. The selected Engineer(s) may also perform certain tasks under the oversight of the HCRMA's General Engineering Consultant (Currently HDR Engineering Inc.).

To avoid an appearance of a conflict of interest, any qualified Engineer agency (laboratory) shall perform only one of the following types of testing on the same project:

A. Quality control testing;
B. Quality acceptance testing;
C. Owner verification testing;
D. Independent assurance testing; or
E. Referee testing.

The selected Engineer(s) shall have adequate experienced staff and a workload free from constraints to provide the necessary construction material testing for the HCRMA. Staff expertise is to include a Licensed Professional Engineer and certified, experienced staff proficient with TxDOT testing procedures, sampling and testing schedule, and the latest ASSHTO, ASTM and ACI testing requirements [Appendix A] performed and executed as per 2019 TxDOT Quality Assurance Program (~~DB-QAP~~ / DBB-QAP) / 2019 Guide Schedule of Sampling & Testing for Design Bid-Build Projects.

Engineer will compose and submit an annual report to the Federal Highway Administration (FHWA) summarizing the results of HCRMA's project specific systems approach program. This report identifies:

A. Number of sampling and testing personnel evaluated by the systems approach IA testing;
B. Number of IA evaluations found to be acceptable;
C. Number of IA evaluations found to be unacceptable; and
D. Summary of any significant system-wide corrective actions taken.

The Engineer will be responsible for maintaining documentation of all individuals qualified under their authority who perform required tests for acceptance of materials. A qualification summary listing all tests for which an individual is qualified will be available and printed at HCRMA's request. Documentation to be maintained for all qualified personnel includes:

A. Copies of any certificates issued by ACI and TXAPA ;
B. Original written examinations for test procedures administered to each technician by the TxDOT qualifying authority, with clear identification of technician's name, qualifier's name, score, and date taken;
C. Original performance examinations for test procedures administered to each technician by the TxDOT qualifying authority, with clear identification of technician's name, qualifier's name, qualification status, and date;
D. Results of annual split/proficiency testing administered by the TxDOT qualifying authority for each technician.

Engineer shall perform Quality Control / Quality Assurance sampling and testing and comply with Laboratory Qualification Program and will be evaluated under the Independent Assurance Program, as described in the 2019 QAPDBB [Attachment L]. Quality Control test results will be validated by verification test results obtained from independently taken samples. IA personnel or their designated agents will perform Quality Assurance verification sampling and testing.

1. The Engineer shall perform all sampling and testing of components and materials in accordance with the standard specifications, and all other standard and special specifications and special provisions applicable in this agreement. Meet the minimum sampling frequencies set out in the TxDOT 2019 Guide Schedule for Sampling and Testing forDesign Bid-Build Projects. The testing shall include the following materials and all the components of the materials listed. The estimated number of samples and tests are based on quantities in the executed construction contract.
2. The Engineer shall ensure the testing is completed and input into ProjectWise. NOTE: The General Contractor is responsible for Quality Control (QC) testing of Item 360, Concrete Paving. The Engineer shall be responsible for Quality Assurance (QA) testing of Item 360, Concrete Paving.
3. The Engineer shall provide certified personnel, outlined in their internal, AASHTO-approved, Quality Control (QC) Manual that are knowledgeable of all materials testing procedures. All personnel performing acceptance tests must provide certifications and must maintain the certifications throughout the project. The HCRMA reserves the right to require replacement of any technician during this contract if performance is determined to be unsatisfactory or the technician fails to maintain appropriate certifications.
4. Engineer's laboratory will be qualified by the HCRMA qualifying authority in accordance with Section 3, Laboratory Qualification Responsibility of the Texas Department of Transportation (TxDOT) Quality Assurance Program (Manual Notice: 2005-1), and be AASHTO accredited under the AASHTO Accreditation Program (AAP) throughout the life of the project. Engineer shall transmit, to the HCRMA, a copy of AAP accreditation certificate(s) upon receipt by the testing laboratory.

5. The Engineer shall provide technicians certified in accordance with TxDOT Quality Assurance Program for Construction (QAP) or other State approved programs, such as the Texas Asphalt Pavement Association (TxAPA) for Hot Mix Asphalt, and the Soils and Base Certification Program, as listed.

6. The Engineer shall provide certified technicians to perform the following tests:
   - A. Hot Mix Asphalt Testing:
     - a. Level l-A
     - b. Level l-B
     - c. Hot Mix Asphalt Testing • Level II
     - d. All other tests in the Manual of Testing Procedures 200-F Series or ASTM Procedures not covered in Level l-A, Level l-B, or Level II
   - B. Concrete Testing:
     - a. QAP Program for Concrete Testing
     - b. Other tests outlined in the Manual of Testing Procedures 400-A Series or ASTM Procedures that are not included in the QAP Program

7. The Engineer shall perform testing on the project. These tests include all tests listed in State's Guide Schedule of Sampling and Testing dated 2015. Follow the State's Guide Schedule of Sampling and Testing to establish testing frequencies. Testing frequencies may be increased as directed by the HCRMA.
8. The Engineer shall notify the HCRMA, to determine if any tests may be waived
9. The Engineer shall attend preconstruction QA and QC testing meetings prior to beginning work.
10. The Engineer shall:
    - A. Review and recommend approval or rejection of the Quality Control (QC) sampling and testing documentation submitted by the General Contractor for compliance with applicable State and Federal regulations, standards, and contract requirements.
    - B. Verify all tested materials used meet specifications, or identify materials that do not meet specifications and recommend action which should be taken.
    - C. Certify that all tested materials used during construction meet the specifications as outlined in the Appia Support System.
    - D. Work closely with the HCRMA to resolve all material discrepancies before the next monthly estimate is processed by utilizing the Reports in Appia.
    - E. Enter all test data in Appia.
    - F. Enter all mix designs, concrete and asphalt, provided by the General Contractor into Appia.
    - G. The Engineer shall report failing tests to the HCRMA within twenty-four (24) hours.

SUMMARY OF DELIVERABLES:

The Engineer shall provide the following:

1. Monthly Progress Reports
2. Quarterly Material Test Reports
3. Sampling and testing personnel qualification
4. Final document file (maintained in project control system during project execution. Final structure of file will be determined during project implementation, an example of content is provided below)
   - A. Construction Oversight Documentation
     - a. Testing reports and Testing documentation as applicable
     - b. Test Exception Letter
     - c. Certification Verifications
     - d. Photographs
   - B. Project Correspondence File (Design and Construction)
     - a. E-mail files
     - b. Letters
     - c. Memos
     - d. Meeting Minutes
     - e. Monthly Deficiency Reports to track material issues (one (1) per month)

f. Misc. correspondence

ATTACHMENT E

FEE SCHEDULE

TEST NO.	CMT Firm: Atlas Technical Consultants [ATLAS] Date: 09/07/2021			2020-23	
	Geotechnical Services		**Unit**	**FINAL NEGOTIATED RATES 9/3/2021**	**COMMENTS**
1	Mobilization/Demobilization		each	**$ 550.00**	
	Drilling, Logging, &Recovering Samples (**With** TCP)		per mile	**$ 6.00**	**$6/mile for anything < 67**
2A	1. Depth ≤ 50 feet		Tex-132-E (every 5 feet)	**$ 27.50**	
2B	2. Depth ≥ 50 feet		linear foot	**$ 29.50**	
	Drilling, Logging, &Recovering Samples (**Without** TCP)				
3A	1. Depth ≤ 50 feet		linear foot	**$ 25.00**	
3B	2. Depth ≥ 50 feet		linear foot	**$ 28.00**	
4	Rock Coring (Soft Rock)[(2)]		linear foot	**$ 12.50**	
5	Rock Coring (Hard Rock)[(2)]		linear foot	**$ 16.00**	
6	Staking Borings and Utility Locations		hour	**$ 109.03**	
	Standby Time (sampling)		hour	**$ 250.00**	
7A	1. Hot Mix Asphalt (minumum of one hour)		each	**$ 80.50**	
7B	2. Concrete (minumum of one hour)		each	**$ 86.25**	
8	Piezometer - 2 inch (including well completion and installation)		linear foot	**$ 40.00**	
9	Grouting of Borings		linear foot	**$ 5.00**	
10	Traffic Control - Major		day	**$ 2,500.00**	
	Laboratory Test	**Test Method**	**Unit**		
11	Volumetric Shrinkage	ASTM D427	each	**$ 70.00**	
12	Standard Poor Test	ASTM D698	each	**$ 210.00**	
13	Modified Poor Test	ASTM D1557	each	**$ 250.00**	
14	Standard Penetration Test (SPT)	ASTM D1586	LF	**$ 26.00**	
15	California Bearing Ratio (Single Sample without MD Curve)	ASTM D1883	test	**$ 250.00**	
16	Unconfined Compressive Strength (Soil)	ASTM D2166	each	**$ 62.00**	
17	Hydraulic Conductivity Permeability	ASTM D2434	each	**$ 330.00**	
18	One Dimensional Consolidation Properties of Soil	ASTM D2435	each	**$ 350.00**	
19	Unconfined Compressive Strength (Rock)	ASTM D2938	each	**$ 70.00**	
20	Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	set of 3	**$ 600.00**	
21	Direct Shear Test of Soils Under Consolidated Drained Conditions, SAND	ASTM D3080	set of 3	**$ 450.00**	
22	Direct Shear Test of Soils Under Consolidated Drained Conditions, CLAY	ASTM D3080	set of 3	**$ 600.00**	
23	Splitting Tensile of Intact Rock Core	ASTM D3967	each	**$ 125.00**	
24	Water Stand Pipes	ASTM D4043	each	**$ 30.00**	
25	Calcium Carbonate Content of Soils	ASTM D4373	LF	**$ 50.00**	
26	Hydraulic Conductivity Permeability	ASTM D4511	each	**$ 260.00**	
27	One Dimensional Swell, Methods A&B	ASTM D4546	each	**$ 110.00**	
28	One Dimensional Swell, Method B Only	ASTM D4546	each	**$ 300.00**	
29	One Dimensional Swell, Method C	ASTM D4546	each	**$ 205.00**	
30	Permeability of Silt and Clays	ASTM D5084	each	**$ 300.00**	
31	Suction Test (Filter Method)	ASTM D5298	each	**$ 70.00**	
32	Casagrande Type Piezometers	N/A	each	**$ 350.00**	
33	Casagrande Type Piezometers Installation	N/A	each	**$ 430.00**	
~~**34**~~	~~Miscellaneous Testing~~	~~N/A~~	~~each~~	~~**$ 250.00**~~	**Item has been eliminated**
35	Vertical Inclinometer	N/A	each	**$ 350.00**	
36	Vertical Inclinometer Installation	N/A	each	**$ 600.00**	
37	Vibrating Wire Piezometer	N/A	each	**$ 750.00**	
38	Vibrating Wire Piezometer Installation	N/A	each	**$ 750.00**	
39	Soil Boring with SPT	ASTM D1586	LF	**$ 25.00**	
	Laboratory Test	**Test Method**			
	Soils & Base Testing				
40	Sampling	Tex-400-A	hour	**$ 55.00**	
41	Sample Preparation	Tex-101-E	each	**$ 53.00**	
42	Determining Slaking Time	Tex-102-E	each	**$ 50.00**	
43	Moisture Content	Tex-103-E	each	**$ 13.00**	
44	Atterburg Limits	Tex-104,105&106-E	Set of 3	**$ 75.00**	
45	Linear Bar Shrinkage (per bar)	Tex-107-E	each	**$ 60.00**	
46	Determining the Specific Gravity of Soils	Tex-108-E	each	**$ 62.00**	
47	Sieve Analysis	Tex-110-E, Part I	each	**$ 65.00**	
48	Sieve Analysis (Hydrometer with Tex-108-E)	Tex-110-E, Part II	each	**$ 75.00**	

49	Hydrometer with Tex-108-E (in conjunctin with Tex-110-E, Part II)	Tex-108-E	each	**$ 50.00**	
50	Percent Passing No. 200 Sieve	Tex-111-E	each	**$ 42.00**	
51	Determining the Amount of Material in Solis Finer than the 75 mi	Tex-111-E	each	**$ 42.00**	
52	Admixing Lime to Reduce Plasticity Index of Soils	Tex-112-E	each	**$ 87.00**	
53	Moisture-Density Relationship	Tex-113-E	each	**$ 240.00**	
54	Moisture-Density Relationship	Tex-114-E	each	**$ 215.00**	
55	Field Density Measurements	Tex-115-E	hour	**$ 50.00**	
56	Wet Ball Mill Test	Tex-116-E	each	**$ 230.00**	
57	Texas Triaxial Compression [6]	Tex-117-E, Part I	each	**$ 400.00**	
58	Texas Triaxial Compression [6]	Tex-117-E, Part II	each	**$ 1,050.00**	
59	Quality Assurance (QA) Series for Flexible Base [7] [8]	See Foot Notes	each	**$ 1,800.00**	
60	Soil- Cement Testing [7]	Tex-120-E, Part II	each	**$ 300.00**	
61	Soil- Lime Testing [7]	Tex-121-E, Part II	each	**$ 400.00**	
61.1	Soil-Lime Testing Determining Stabilization Ability of Lime by Soil pH	Tex-121-E, Part III	each	**$ 350.00**	
62	Determining the Drainage Factor of Soil Materials (Not Field Test)	Tex-123-E ++	each	**$ 68.00**	
63	Determining Modulus of Sub-grade Recaction (K Value) (Not Field Test)	Tex-125-E ++	each	**$ 95.00**	
64	Molding, Testing, and Evaluation Bituminous Black Base Materials	Tex-126-E ++	each	**$ 250.00**	
65	Lime-Fly Ash Compression [7]	Tex-127-E	each	**$ 719.39**	
66	Soil pH	Tex-128-E	each	**$ 41.00**	
67	Resistivity of Soils	Tex-129-E	each	**$ 90.00**	
68	Slurry Testing	Tex-130-E	each	**$ 95.00**	
69	Texas Cone Penetration	Tex-132-E	each	**$ 32.00**	
70	Freezing and Thawing Tests oc Compacted Soil-Cement Mixture	Tex-135-E	each	**$ 240.00**	
71	Thickness of Pavement Layers (4 hour minimum)	Tex-140-E	hour	**$ 50.00**	
72	Manual Procedure for Description and Identification of Soils	Tex-141-E	each	**$ 45.00**	
73	Laboratory Classification os Soils for Engineering Purposes	Tex-142-E	each	**$ 50.00**	
74	Sulfate Content in Soils	Tex-145-E	each	**$ 75.00**	
75	Conductivity Test for Field Detection of Sulfates in Soil	Tex-146-E	each	**$ 65.00**	
75.1	Organic Content Using UV-VIS Method	Tex-148-E	each	**$ 150.00**	
76	Determining Cholride and Sulfate Contents in Soils	Tex-620-J	each	**$ 80.00**	
77	Free Swell Test	EM1110-2-1906	each	**$ 150.00**	
78	Pressure Swell Test	EM1110-2-1906	each	**$ 250.00**	
79	One-Dimensional Swell	ASTM D4546	each	**$ 110.00**	
80	One-Dimensional Swell (Method B Only)	ASTM D4546	each	**$ 150.00**	
81	Potential Vertical Rise Calculation	Tex-124-E	each	**$ 65.00**	
82	Volumetric Shrinkage	ASTM D4943	each	**$ 95.00**	
~~83~~	~~Volumetric Shrinkage~~	~~ASTM D427~~	~~each~~	**$ 50.00**	
84	Unconfined Compression Test (Soil)	ASTM D2166	each	**$ 50.00**	
85	Unconfined Compression Test (Rock)	ASTM D2938	each	**$ 70.00**	
86	Unconfined Compression Test (Rock) (Method D)	ASTM D7012	each	**$ 55.00**	
	Unconsolidated Undrained (UU) Triaxial Compression Test				
87	1. Set of Three	Tex-118-E	set	**$ 275.00**	
88	2. Multistage	Tex-118-E	each	**$ 250.00**	
	Consolidated Undrained (CU) Triaxial Compression Test				
89	1. Set of Three	Tex-131-E or ASTM D4767	set	**$ 1,200.00**	
90	2. Multistage	Tex-131-E or ASTM D4767	each	**$ 1,000.00**	
	Consolidated Drained (CD) Triaxial Compression Test				
91	1. Set of Three	Tex-131-E or ASTM D4767	set	**$ 850.00**	
92	2. Multistage	Tex-131-E or ASTM D4767	each	**$ 370.00**	
93	Direct Shear Consolidated Drained (CD), sand	ASTM D3080	set of 3	**$ 425.00**	
94	Direct Shear Consolidated Drained (CD), clay	ASTM D3080	set of 3	**$ 650.00**	
95	One-Dimensional Consolidation Test (7 load increments)	ASTM D2435	each	**$ 589.80**	
96	Resilient Modulus (fine-grained soils)	AASHTO T307	each	**$ 950.00**	
	Hot Mix Asphalt Testing				
97	Sieve Analysis of Fine and Coarse Aggregates	Tex-200-F	each	**$ 68.33**	
98	Bulk Specific Gravity and Water Absorption of Aggregates	Tex-201-F	each	**$ 75.00**	
99	Apparent Specific Gravity of Material Finer Than 180 µm (No. 80) Sieve	Tex-202-F	each	**$ 48.25**	
100	Sand Equivalent Test	Tex-203-F	each	**$ 85.00**	
101	Labortory Method of Mixing Bituminous Mixtures	Tex-205-F	Set of 3	**$ 85.00**	

102	Compacting Specimens Using the Texas Gyratory Compactor (TG	Tex-206-F	Set of 3	**$ 80.00**	
103	Determining Bulk Specific Gravity of Compacted Bituminuous Mixtures	Tex-207-F (I)	each	**$ 27.00**	
104	Determining In-Place Density of Compacted Bituminuous Mixtures (Nuclear Method)	Tex-207-F (III)	each	**$ 40.00**	
105	Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (IV)	each	**$ 80.00**	
106	Segregation Profile	Tex-207-F (V)	each	**$ 160.00**	
107	Joint Density	Tex-207-F (VII)	each	**$ 160.00**	
108	Test of Stabilometer Value of Bituminous Mixtures	Tex-208-F	set of 3	**$ 110.00**	
109	Determining Asphalt Content of Bituminous Mixtures by Extraction	Tex-210-F	each	**$ 142.00**	
110	Recovery of Asphalt from Bituminou Mixtures by the Abson Pro	Tex-211-F	each	**$ 210.00**	
111	Determining Moisture Content of Bituminous Mixtures	Tex-212-F	each	**$ 43.00**	
112	Determining Hydrocarbon-Volatile Content of Bituminous Mixture	Tex-213-F	each	**$ 105.00**	
113	Determining Deleterious Material and Decantation Test for Coarse Aggregates	Tex-217-F	each	**$ 78.84**	
114	Indirect Tensile Strength Test	Tex-226-F	each	**$ 475.00**	
115	Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	each	**$ 90.00**	
116	Determining Asphalt Content of Bituminous Mixtures by the Nuclear	Tex-228-F	each	**$ 60.00**	
117	Combined HMAC Cold-Belt Sampling and Testing Procedure	Tex-229-F	each	**$ 68.33**	
118	Determining Draindown Characteristics in Bituminous Mixtures	Tex-235-F	each	**$ 55.00**	
119	Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex-236-F	each	**$ 130.00**	
120	Asphalt Release Agents	Tex-239-F	each	**$ 50.00**	
121	Superpave Gyratory Compacting of Test Specimens of Bituminous	Tex-241-F	each	**$ 125.00**	
122	Hamburg Wheel Tracker	Tex-242-F	each	**$ 380.00**	
123	Tack Coat Adhesion	Tex-243-F	each	**$ 100.00**	
124	Thremal Profile	Tex-244-F	each	**$ 126.14**	
125	Cantabro Loss	Tex-245-F	each	**$ 175.00**	
126	Permeability or Water Flow of Hot Mix Asphalt	Tex-246-F	each	**$ 63.00**	
127	Overlay Test	Tex-248-F	set of 3	**$ 625.00**	
128	Flat and Elongated Particles	Tex-280-F	each	**$ 56.00**	
129	Sampling Bituminous Materials, Pre-Molded Joint Fillers, and Joint	Tex-500-C	each	**$ 55.00**	
130	Asphalt Binder Water in Petroleum	501-C AASHTO	each	**$ 93.00**	
131	Penetration of Bituminous Materials	502-C AASHTO	each	**$ 75.00**	
132	Ductility of Asphalt Materials	503-C AASHTO	each	**$ 110.00**	
133	Flash and Fire Points by Cleveland Open Cup	504-C AASHTO	each	**$ 60.00**	
134	Softening Point of Bitumen (Riing and Ball Apparatus	505-C AASHTO	each	**$ 90.00**	
135	Solubility of Bituminous Materials	507-C AASHTO	each	**$ 100.00**	
136	Specific Gravity	508-C AASHTO	each	**$ 70.00**	
137	Spot Test of Asphaltic Materials	509-C AASHTO	each	**$ 155.00**	
138	Effect of Heat and Air on Asphalt Materials (Thin-Film Oven Test)	510-C AASHTO	each	**$ 63.00**	
139	Flash Point with Tag Open-Cup Apparatus for Use with Material H	512-C AASHTO	each	**$ 68.00**	
140	Saybolt Viscosity	513-C AASHTO	each	**$ 75.00**	
141	Cutback Asphalts - Specific Gravity, API Gravity, or Density of Cutback Asphalts by Hdyrometer Method; Emulsified Asphalts - Weight per Gallon of Emulsified Asphalt	Tex-514-C ASTM D3142 ASTM D244	each	**$ 130.00**	
142	Distillation of Cutback Asphalt Products	515-C AASHTO	each	**$ 170.00**	
143	Float Test for Bituminous Materials	519-C AASHTO	each	**$ 70.00**	
144	Standard Test Method for Emulsified Asphalts	521-C AASHTO	each	**$ 190.00**	
145	Viscosity of Asphalts by Vacuum Capillary Viscometer	528-C AASHTO	each	**$ 35.00**	
146	Kinematic Viscosity of Asphalts (Bitumens)	529-C AASHTO	each	**$ 75.00**	
147	Boil Test (Effect of Water on Paving Mix)	Tex-530/531-C	each	**$ 125.00**	
148	Field Coring - ACP Thickness	ASTM D3549	each	**$ 100.00**	
149	Pavement Thickness Determin. (Full Depth)	ASTM D3549	each	**$ 125.00**	
150	Determining Polymer Additive Percentages in Polymer Modified	Tex-533-C	each	**$ 60.00**	
151	Calculating Viscosity from Penetration	Tex-535-C	each	**$ 75.00**	
152	Elastic Recovery of Tensile Deformation Using a Ductilometer	Tex-539-C	each	**$ 65.00**	
153	Measurement of Polymer Separation on Heating in Modified Asphalat	Tex-540-C	each	**$ 55.00**	
154	Rolling Thin Film Oven Test for Asphalt Binders	541-C ASSHTO	each	**$ 100.00**	
155	Flexural Creep Stiffness Using the Bending Beam Rheometer	AASHTO T313	each	**$ 110.00**	
156	Determining Rheological Properties of Asphalt Binder Using a Dy	AASHTO T315	each	**$ 120.00**	
157	Determining Breaking Index for Asphalt Emulsions	Tex-542-C	each	**$ 215.00**	
158	Resilience Test for Sealants and Repair Materials	Tex-547-C	each	**$ 200.00**	
159	Tensile Strain to Failure	Tex-548-C	each	**$ 60.00**	
160	Cone Flow Test	Tex-549-C	each	**$ 55.00**	
161	Flexibility Test for Sealants and Repair Materials	Tex-550-C	each	**$ 190.00**	
162	Settlement of Sealants and Repair Materials	Tex-551-C	each	**$ 88.00**	
	Concrete & Aggregate Testing				
163	Sieve Analysis for Conc. Agg	Tex-401-A	each	**$ 73.58**	
164	Fineness Modulus for Conc. Agg	Tex-402-A	each	**$ 18.00**	
165	SSD Specific Gravity / Absorption Conc. Agg	Tex-403-A	each	**$ 70.00**	

166	Unit Weight of Conc. Agg	Tex-404-A	each	**$ 40.00**	
167	Determining Pecent Voids and Solids in Concrete	Tex-405-A	each	**$ 65.00**	
168	Decantation for Conc. Agg	Tex-406-A	each	**$ 50.00**	
169	Organic Impurities for Conc. Agg	Tex-408-A	each	**$ 44.00**	
170	Free Moisture and Water Absorption in Aggregate for Concrete	Tex-409-A	each	**$ 55.00**	
171	L.A. Abrasion	Tex-410-A	each	**$ 300.00**	
172	5 Cycle Magnesium Soundness	Tex-411-A	each	**$ 450.00**	
173	Deleterious Material for Conc. Agg	Tex-413-A	each	**$ 60.00**	
174	Air Content of Fresh Concrete by Volumeteric	Tex-414-A	each	**$ 30.00**	
175	Slump of Fresh Concrete	Tex-415-A	each	**$ 40.00**	
176	Air Content of Fresh Concrete by Pressure	Tex-416-A	each	**$ 26.28**	
177	Unit Weight, Yield and Air Content (Gravimetric) of Concrete	Tex-417-A	each	**$ 30.00**	
178	Comp. Strength of Cyl. Conc. Specimen	Tex-418-A	each	**$ 20.00**	
179	Measure Temp. of Fresh Conc.	Tex-422-A	each	**$ 20.00**	
180	Obtaining & Testing Drilled Conc. Cores	Tex-424-A	each	**$ 250.00**	
181	Absorption and Dry Bulk Specific Gravity of Lightweight Coarse	Tex-433-A	each	**$ 80.00**	
182	Test Flow of Grout Mixtures (Flow Cone Method)	Tex-437-A	each	**$ 65.00**	
183	Accelerated Polish Test for Coarse Aggregate	Tex-438-A	each	**$ 875.00**	
184	Det. Comp. Strength of Grouts	Tex-442-A	each	**$ 18.00**	
185	Making & Curing Conc. Test Specimen	Tex-447-A	each	**$ 14.00**	
186	Flexural Strength of Concrete Using Simple Beam Third-Point Load	Tex-448-A	each	**$ 40.00**	
187	Capping Cyl. Conc. Specimen	Tex-450-A	each	**$ 25.00**	
188	Degradation of Coarse Aggregate by Micro-Devel Abrasion	Tex-461-A	each	**$ 266.50**	
189	Uniformity of Concrete	Tex-472-A	each	**$ 110.00**	
	Additional Testing	**Test Method**	**Unit**		
190	Geogrid Testing	Tex-621-J	each	**$ 740.00**	
191	Water Quality Testing	Tex-619-J	each	**$ 145.00**	
192	Lime Testing	Tex-600-J	each	**$ 300.00**	
193	Operating Inertial Profilers and Evaluating Pavement Profiles	Tex-1001-S	each	**$ 1,800.00**	
194	Vane Shear Testing	ASTM D2573	each	**$ 300.00**	
	Miscellaneous Testing	**Test Method**	**Unit**		
195	Structural Field Welding	**NA**	hour	**$ 150.00**	
	Equipmemt & Supplies for MT & UT		day	**$ 150.00**	
	Other Direct Expenses		**Unit**		
	Photocopies B/W (8 1/2" X 11")		each	**$ 0.15**	
	Photocopies B/W (11" X 17")		each	**$ 0.20**	
	Photocopies Color (8 1/2" X 11")		each	**$ 0.70**	
	Photocopies Color (11" X 17")		each	**$ 1.25**	
	Digital Ortho Plotting		sheet	**$ 2.00**	
	CADD Plotting		linear foot	**$ 1.00**	
	Plots (B/W on Bond)		linear foot	**$ 0.75**	
	Plots (Color on Bond)		linear foot	**$ 1.75**	
	Plots (Color on Photgraphic Paper)		linear foot	**$ 2.00**	
	Reproduction of CD/DVD		each	**$ 5.00**	

	Atlas Personnel Classificatio	Hourly Base Rate	Contract Rate FY 2020	FINAL NEGOTIATED RATES 9/14/2021
	Senior Project Manager / Principal	$ 80.00	$ 240.29	$ 186.90
	Senior Geotechnical Engineer	$ 68.00	$ 204.25	**$ 148.10**
	Geotechnical Engineer	$ 60.00	$ 180.22	**$ 117.96**
	Project Engineer	$ 55.00	$ 165.20	$ 133.98
	Engineering Lab Manager	$ 43.00	$ 129.16	**$ 86.38**
	Utility Coordinator	$ 40.00	$ 120.14	**$ 91.74**
	Senior Project Inspector	$ 40.00	$ 120.14	$ 99.75
	Project Inspector	$ 32.00	$ 96.12	$ 73.92
	EIT	$ 30.00	$ 90.11	$ 88.00
	Engineer Tech / GIS	$ 28.00	$ 84.10	$ 76.70
	Logger	$ 23.00	$ 69.08	**$ 52.81**
	Field Technician (Soils, Aggr, Asph, Conc)	$ 23.00	$ 69.08	**$ 62.34**
	CADD Operator	$ 23.00	$ 69.08	**$ 71.00**
	Admin/Clerical	$ 22.00	$ 66.08	$ 61.95

ATTACHMENT E: FEE SCHEDULE [SPECIFIED RATE / LUMP SUM PAYMENT BASIS]

Atlas Personnel Classification	Hourly Base Rate	Contract Rate FY 2020	HCRMA counter 9/7/2021	Atlas Counter 9/14/21	FINAL HCRMA counter 9/14/2021
Senior Project Manager / Principal	$ 72.00	204.4	**$ 170.80**	$ 195.00	$ 186.90
Senior Geotechnical Engineer	$ 62.58	202.81	**$ 148.10**	accept	**$ 148.10**
Geotechnical Engineer	$ 48.56	157.37	**$ 117.96**	accept	**$ 117.96**
Project Engineer	$ 54.00	187.37	**$ 126.59**	$ 142.00	$ 133.98
Engineering Lab Manager	$ 33.00	90.94	**$ 86.38**	accept	**$ 86.38**
Utility Coordinator	$ 40.91	116.14	**$ 91.74**	accept	**$ 91.74**
Senior Project Inspector	$ 42.00	115.74	**$ 93.79**	$ 110.00	$ 99.75
Project Inspector	$ 33.00	90.94	**$ 70.48**	$ 85.00	$ 73.92
EIT	$ 36.00	102.2	**$ 84.45**	$ 91.00	$ 88.00
Engineer Tech / GIS	$ 31.75	90.13	**$ 69.76**	$ 79.00	$ 76.70
Logger	$ 18.80	60.93	**$ 52.81**	accept	**$ 52.81**
Field Technician (Soils, Aggr, Asph, Conc)	$ 24.50	67.52	**$ 62.34**	accept	**$ 62.34**
CADD Operator	$ 30.00	85.17	**$ 71.00**	accept	**$ 71.00**
Admin/Clerical	$ 24.56	69.72	**$ 57.40**	Recommend	$ 61.95

ATTACHMENT E-1

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.
__X__	Unit Cost	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and fixed fee. The Engineer shall be paid based on the type and number of units fully completed and the respective unit cost. For payment, the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown.
__X	Specified Rate Basis	The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. Payment shall be based on the actual hours worked multiplied by the specified rate for each type of labor plus other agreed to special direct cost items. The specified rate includes direct labor and indirect cost and fixed fee. The Authority may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit.
____	Cost Plus Fixed Fee	Payment shall be based on direct and indirect costs incurred plus a pro rata share of the fixed fee based on the ratio of labor and overhead cost incurred to total estimated labor and overhead cost in the FCP or the percentage of work completed. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Engineer may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, provisional overhead rate and the fixed fee. __A. Actual Cost Plus Fixed Fee - Actual wages are paid (no minimum, no maximum. __B. Range of Cost Plus Fixed Fee – Actual wages must be within the allowable range shown on the Final Cost Proposal.

A. **REFER TO ATTACHMENT E-2 FOR HOURLY SPECIFIED / LUMP SUM RATE SCHEDULE FOR EACH FIRM**

EXHIBIT D

ESTIMATE OF MAN -HOURS AND

TEST BREAKDOWN

CMT Firm: PaveTex [ATLAS]

Calendar Year	Calendar Year
2021-2022	$ 218,588.16
2023	$ 92,144.64
2024	$ 92,144.64
Total	**$ 402,877.44**

CMT Firm: PaveTex [ATLAS]			Calendar Year: 2021-2022	
Personnel Classification	**Contract Rate**	**Unit**	**Quantity**	**Total**
Senior Project Manager / Principal	$ 186.90	Hour	256	$ 47,846.40
Project Engineer	$ 133.98	Hour	512	$ 68,597.76
Senior Project Inspector	$ 99.75	Hour	1024	$ 102,144.00
Subtotal				$ 218,588.16

CMT Firm: PaveTex [ATLAS]			Calendar Year: 2023	
Personnel Classification	**Contract Rate**	**Unit**	**Quantity**	**Total**
Senior Project Manager / Principal	$ 186.90	Hour	128	$ 23,923.20
Project Engineer	$ 133.98	Hour	128	$ 17,149.44
Senior Project Inspector	$ 99.75	Hour	512	$ 51,072.00
Subtotal				$ 92,144.64

CMT Firm: PaveTex [ATLAS]			Calendar Year: 2021-2024	
Personnel Classification	**Contract Rate**	**Unit**	**Quantity**	**Total**
Senior Project Manager / Principal	$ 186.90	Hour	128	$ 23,923.20
Project Engineer	$ 133.98	Hour	128	$ 17,149.44
Senior Project Inspector	$ 99.75	Hour	512	$ 51,072.00
Subtotal				$ 92,144.64

EXHIBIT F
WORK SCHEDULE

ATTACHMENT F

WORK SCHEDULE

HCRMA Construction & Materials Testing Services
TOLL365 (SH 365)

Task Name	Start	Finish
Material Testing	11/1/2021	12/13/2025
Geotechnical	11/1/2021	12/13/2025
Other Analyses	11/1/2021	12/13/2025
All sampling and testing of components and materials	11/1/2021	12/13/2025
Hot Mix Asphalt Testing	11/1/2021	12/13/2025
Concrete Testing	111/2021	12/13/2025
Construction Oversight Documentation	11/1/2021	12/13/2025
Project Correspondence File (Design and Construction)	11/1/2021	12/13/2025

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). ***NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.***

Contract #: _____ Assigned Goal: 6.0% Prime Provider Atlas Technical Consultants LLC

Work Authorization (WA)#: _____WA Amount: **$0** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
FC	**$0**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: Atlas Technical Consultants LLC **Address: 1959 Saratoga Blvd., Bld. 12** **Corpus Christi, TX 78417** **VID Number:** **PH: & FAX: 361-510-9317** **Email: marvin.garcia@oneatlas.com**	**Name:** Marvin Garcia P.E. ***(Please Print)*** **Title:** Senior Vice President-Regional Director of Operations. _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-49

APPROVAL OF WORK AUTHORIZATION 8 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BLANTON & ASSOCIATES, INC. FOR ENVIRONMENTAL SERVICES FOR DEVELOPMENT OF SITE SOILS AND PLANTING STRATEGIES (INCLUDING MONITORING) FOR THE 365 TOLLWAY WETLAND MITIGATION SITE

THIS RESOLUTION is adopted this 20th day of December 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County, including the International Bridge Trade Connector project (the "IBTC");

WHEREAS, the Authority initially approved the retention of Blanton & Associates, Inc. through Resolution 2010-79 to provide professional services, including oversight of the IBTC local environmental assessment process and review of the recommendation as prepared by Atkins (formerly PBS&J) (the "Initial Agreement");

WHEREAS, under the scope of services provided to the Authority through the Initial Agreement, Blanton & Associates, Inc. demonstrated a unique and thorough understanding of the Authority's projects and related environmental issues;

WHEREAS, based on Blanton & Associates demonstrated knowledge and unique qualifications, and to ensure that the Authority did not experience any gap in critical environmental services, the Authority approved Resolutions 2017-71 and 2017-72 retaining Blanton & Associates to provide additional professional environmental services, including support for the federal environmental classification for the IBTC project, to the Authority immediately following the termination of the program manager agreement;

WHEREAS, the Board now (i) found it necessary and desirable to finalize the federal environmental classification of the IBTC project; (ii) finds that Blanton & Associates has demonstrated its qualifications in environmental work; (iii) finds that Blanton & Associates has a unique understanding of and history with the project, creating efficiencies and expertise that would be difficult to replace; and (iv) desires to expand Blanton & Associates, Inc. professional environmental services as described in Work Authorization #2, to finalize the federal environmental classification for the IBTC project;

WHEREAS, the Authority approved Resolution 2018-05 – Approval of Work Authorization 2 to the Professional Services Agreement with Blanton & Associates, Inc. to provide environmental clearance support for the IBTC Project in amount not to exceed $702,075.94; and

WHEREAS, the Authority approved Resolution 2018-06 – Approval of Contract Amendment 1 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount to $727,065.94 due to additional scope outlined in Work Authorization

No. 2 in the amount of $702,075.94.; and

WHEREAS, the Authority approved Resolution 2019-06 – Approval of Work Authorization 3 to the Professional Services Agreement with Blanton & Associates, Inc. for NEPA re-evaluation checklist support for the 365 Toll/ I-Road Interchange redesign in the amount of $8,660.00; and

WHEREAS, the Authority approved Resolution 2019-07 Contract Amendment Number 2 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by $8,660.00 due new scope in Work Authorization Number 3 to a not-to-exceed amount of $735,725.94; and

WHEREAS, the Authority approved Resolution 2019-38 Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for additional biological evaluation support for the International Bridge Trade Corridor Project environmental clearance in the amount of $24,600.00; and

WHEREAS, the Authority approved Resolution 2019-39 Contract Amendment Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by $24,600.00 for Work Authorization Number 4; and

WHEREAS, the Authority approved Resolution 2020-07 Work Authorization Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to provide updated Noise Report for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-08 Contract Amendment Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by $20,129.50 for Work Authorization Number 5; and

WHEREAS, the Authority approved Resolution 2020-10 Work Authorization Number 6 to the Professional Services Agreement with Blanton & Associates, Inc. to provide Archaeological Mitigation Plans for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-11 Contract Amendment Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by $131,398.00 for Work Authorization Number 6; and

WHEREAS, the Authority approved Resolution 2020-15 Supplemental No. 1 to Work Authorization Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. for a no-cost time extension for Environmental Services for the 365 Tollway Project; and

WHEREAS, the Authority approved Resolution 2020-16 Supplemental No. 1 to Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for a no cost time extension for Environmental Services for the IBTC Project; and

WHEREAS, on October 27, 2020, the Authority approved Resolution 2020-29 Work Authorization Number 7 to the Professional Service Agreement with Blanton & Associates, Inc. to provide Wetland Mitigation Support for the 365 Tollway Construction Permitting in the amount of $66,168.15; and

WHEREAS, on October 27, 2020 the Authority approved Resolution 2020-30 Contract Amendment No. 6 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by $66,168.15 for due Work Authorization No. 7; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-49 Work Authorization Number 8 to the Professional Service Agreement with Blanton & Associates, Inc. for environmental services for development of site soils and planting strategies (including monitoring) for the 365 Tollway Wetland Mitigation site in the amount of $400,103.66.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Work Authorization Number 8 to the Professional Service Agreement with Blanton & Associates, Inc. for environmental services for development of site soils and planting strategies (including monitoring) for the 365 Tollway Wetland Mitigation site in the amount of $400,103.66, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to Work Authorization Number 8 to the Professional Services Agreement for the 365 Tollway Project hereby approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 20th day of December 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Work Authorization Number 8

to the Professional Services Agreement with

Blanton & Associates, Inc. for

Environmental Service for the

365 Tollway Project Wetland Mitigation Site

ATTACHMENT D-1

WORK AUTHORIZATION NO. __8__
AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Environmental Consulting Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Blanton & Associates, Inc. (the Consultant).

PART I. The Consultant will perform environmental consulting 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 Consultant 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 $400,103.66 and the method of payment is LUMP SUM as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Consultant's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

PART III. Payment to the Consultant 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 December 31, 2026, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under "Article V of that certain Professional Services Agreement for Environmental Consulting Services for the 365 Tollway / International Bridge Trade Corridor.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

AUTHORITY	**CONSULTANT**
By: _____	**By:** _____
Name: Pilar Rodriguez	**Name: Don Blanton**
Title: Executive Director	**Title: President**
Hidalgo County Regional Mobility Authority	**Blanton & Associates, Inc.**
Date: _____	**Date:** _____

LIST OF EXHIBITS

Exhibit A	Services to be provided by the Authority
Exhibit B	Services to be provided by the Consultant
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Exhibit H-2	Subprovider Monitoring System Commitment Agreement

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

A. SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES

- Data files for all work completed to date.
- Microstation (.dgn) files for the final design / schematics.
- CAD or design files showing proposed and existing ROW and property boundaries as well as acreage calculations for new ROW and/or easements required throughout the project and at individual historic property locations (if applicable).

B. PROJECT MANAGEMENT AND ADMINISTRATION

- Secure permission to enter private property for purposes of environmental surveys.
- Provide written ROE permission signed by the landowner / coordinate all ROE with landowners prior to commencement of fieldwork.

C. WETLAND MITIGATION SITE DEVELOPMENT

- Provide timely coordination for cross-disciplinary reviews by the Consultant and the engineer of record (EOR) developing the site improvement plans.
- Provide material testing / monitoring as specified within Consultant's scope.
- Provide procurement of plants, seedlings, etc. needed to accomplish the planting strategy identified for successful wetland mitigation site creation.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE CONSULTANT
Proposal for HCRMA Granjeño Mitigation Site Management

Project Understanding

The Hidalgo County Regional Mobility Authority (HCRMA) 365 Toll project was approved for development under Environmental Assessment/Finding of No Significant Impact (EA-FONSI) dated July 2, 2015. Under the EA-FONSI, impacts to Waters of the US and wetlands were evaluated and ultimately permitted with an approved mitigation plan under the US Army Corps of Engineers (USACE) Galveston District permit number SWG-2013-00175 signed on September 22, 2016 (Permit). This permit was extended an additional five (5) years on August 26, 2021 and expires on December 31, 2026 (attached for reference). The HCRMA has assigned an Engineer of Record (EOR) to prepare final design and construction oversight for the site's infrastructure (berms/grading, water supply and water control structures, access roads, utilities and site preparation). Blanton & Associates, Inc. (B&A) will participate in cross-discipline collaboration with the EOR to provide scientific expertise and support as described below to effect a successful development, monitoring, and adaptive management of the wetland mitigation site permitted under the USACE Permit for 365 Tollway.

Tasks

Blanton and Associates, Inc (B&A) shall provide HCRMA with implementation and management of USACE Permit compliance and wetland mitigation site development and performance monitoring. Specifically, B&A will conduct the following tasks, which are detailed below:

- Task 1: Provide Mitigation Site Soils and Plants Oversight
- Task 2: Provide Mitigation Site Monitoring
- Task 3: Provide Adaptive Management post-construction

Task 1: Provide Mitigation Site Soils and Plants Oversight

B&A shall provide mitigation site soils and planting area development process oversight; specifically,:

a) Cross-disciplinary collaboration with HCRMA staff and EOR to:
   i) support final infrastructure design refinement by EOR based upon site existing condition (e.g.: review results of site soils and geotechnical tests, collaborate on strategies to attain adequate water retention, such additional clay lining, and adaptions to any water supply constraints),
   ii) coordinate with EOR whom will verify that the contractor's final grading/as-built- plans reflect the physical infrastructure needed to meet the agreed-upon hydrology, soils, and planting needs identified in the Implementation Plan, and
   iii) Coordinate with EOR to verify that the proposed design and construction schedules will be compliant with the USACE Permit Conditions and satisfy Valley Land Fund (VLF) Conservation Easement (CE) Restrictions (if applicable).

b) Coordinate and support:

i) a pre-construction meeting with mitigation site Contractor(s) to educate on terms of project's USACE Permit per Special Condition 2 (see excerpt below and attached permit) of the permit to provide them information on the plan for construction.

> **Special Condition 2** – "The permittee shall conduct a meeting with the construction contractor or contractors detailing the terms and conditions of this permit prior to commencing construction activities of the project. The permittee shall notify the Galveston District of the pre-construction meeting at least two weeks in advance of the scheduled meeting. Within two weeks following the meeting, the permittee will also provide written confirmation to the Corps that the meeting was held."

ii) Assist HCRMA in complying with USACE Permit Special Conditions 3 and 4. B&A shall prepare documentation for Permit Special Condition 3 Item 1) detailing plant survival, document the start and completion of mitigation site construction (based upon Contractor communications and HCRMA / EOR verification), complete the required USACE notifications for mitigation construction, and document the completion date of wetland construction. B&A will further support monitoring and maintenance according the to the mitigation plan (Attachment A of the Permit) as indicated in this proposal. B&A shall assist HCRMA with compliance with Permit Special Condition 4 by supporting preparation of the CE and coordination of final VLF executed CE with the USACE. This proposal assumes that HCRMA will provide land survey and metes and bounds description of the CE boundaries, as well as legal review and filing of the CE.

> **Special Condition 3** – "The permittee must begin construction of the mitigation site within 30 days of initiating work within jurisdictional areas. The mitigation project and all construction, including planting. must be complete within 6 months after start of construction within jurisdictional areas. The permittee will notify the Corps', Corpus Christi Regulatory Field Office (CCRFO) in writing when construction both commences and is completed at both the project site and the mitigation site associated with this permit. The following information must be included: I) Written reports and photo documentation detailing plant survival: 2) as-built plain view drawing in which the boundaries of the depressions were surveyed by a Registered Professional Surveyor or by GPS according to USACE GPS standards. and 3) based on the survey, total acreage of excavated areas. Monitoring and maintenance will proceed according to the mitigation plan included in Attachment A."
>
> **Special Condition 4** – "The permittee must ensure that within 6 months of receipt of the Department of the Army permit that the Permittee will consummate a conservation easement of the specified mitigation area, as outlined in Attachment A. The conservation easement must be held by a qualified third-party entity approved in writing by the Corps. A copy of the draft conservation easement must be provided to the CCRFO for review and concurrence prior to recording."

c) Collaborate with the EOR and construction contractor identified by HCRMA to build the Granjeño Mitigation Site as designed. B&A shall perform soils preparation and planting oversight, including:

i) Review of as-built plans to verify elevations/contours are consistent with EOR design and implementation plans. This has to be done/approved prior to planting. If there are issues due to site conditions that require a modification of the plan, coordinate those changes with the EOR and HCRMA; should modifications be required, support coordination with USACE as needed.

ii) On-site monitoring during construction to monitor soils preparation, monitor herbicide application to eliminate Bermudagrass and sunflowers, monitor removal of existing road(s) and decompaction (if needed), monitor

excavation and grading activities, evaluate topsoils to be brought in (if-any), and monitor other soil amendments/treatments and discing needed to prepare site for planting.

iii) Oversight of installation of a limited number of piezometers and shallow monitoring wells on-site to assure understanding of how hydrology is working on site during the monitoring period to assist with adaptive management. Shallow water wells help with evaluation of shallow water flow and piezometers with moisture content of confining layers that are below the wetland surface.

iv) Identify sources for seeds, containerized plants, plugs, or other plants to be planted at the mitigation site as determined during Task 1 and provide recommendations regarding quantities and regionally available sources, vendor plant/seed/planting warranties, and coordination of needed product delivery schedules to the HCRMA for procurement.

v) Verification that seed and plant stocks selected reflect those identified in the Implementation Plan and are compliant with USACE permit requirements for herbaceous, tree and shrub plantings.

vi) Plant herbaceous species through drill seeding (as appropriate/available) within the Plan-identified wetland areas and upland buffer areas.

vii) Plant trees and shrubs with containerized plants or bare root seedlings (as available) within the Plan-identified upland buffer areas.

Task 1 Assumptions:

1. HCRMA will provide land survey and metes and bounds description of the conservation easement boundaries, as well as legal review and filing of the conservation easement.
2. This proposal does not include design or construction of the mitigation site. Design and construction of the mitigation site will be conducted by engineering and construction contractors selected and contracted by HCRMA.
3. This proposal includes compliance support for USACE Special conditions 2-4 which apply to both the mitigation site and 365 Tollway projects. The effort proposed here applies only to those portions associated with construction of the Mitigation Site except in the case of reporting compliance with the overall project schedule compliance (Mitigation Site Start & Stop of construction relative to 365 Tollway construction schedule, requirements).
4. This proposal does not include soil preparation, herbicide purchase/application, or other soil treatments. These tasks will be conducted by engineering and construction contractors to be selected and contracted by HCRMA.
5. The cost of seeds, containerized plants, plugs, or other plants to be planted at the mitigation site will be determined during Task 1 and recommendations regarding regionally available sources, vendor plant/seed/planting warranties, and coordination of product delivery schedules provided to the HCRMA procurement department.
6. This proposal assumes up to 30 days at the mitigation site to monitor the mitigation site soils and planting areas construction process.

Task 2: Provide Mitigation Site Monitoring

B&A shall monitor the progress and success of the mitigation site according to the monitoring plan and performance standards outlined in Special Conditions 5 through 9 of the USACE Permit (excerpted below) and in the Mitigation Plan.

This includes conducting the following efforts:

a. Conduct a required plant survival survey within 60 days after completing initial planting effort.

b. Conduct an Initial Monitoring Survey within 6 months of planting and then yearly for 5 years, a total of 6 monitoring events..

c. Prepare a report after each monitoring survey containing the information outlined in the USACE Permit, Mitigation Plan, and USACE Regulatory Guidance Letter 08-06.

d. Coordinate with the HCRMA and USACE after each required monitoring survey, if needed, to answer questions about the survey report or discuss adaptive management needs.

e. After each site visit, B&A will identify whether the mitigation site is progressing toward the required performance standards and whether additional planting or other adaptive management activities are needed. Because the need for additional planting or other adaptive management strategies cannot be estimated at this time, this proposal does not include additional planting or implementation of other adaptive management strategies.

> **Special Condition 5** – "If at least 70% survival of the tree and shrub plantings, or establishment of 60% areal density below 6 feet in height around the perimeter of the mitigation site, is not achieved within one year following the initial planting, an additional replanting will be performed within the next 30 days using the original planting specifications. If at least 70% cover by desirable wetland species is not achieved by the end of the first full growing season following planting, an additional replanting will be performed within the next 30 days. Cover requirements do not apply to portions of the mitigation area regularly inundated by water. The mitigation success criteria, as indicated in the mitigation plan included in Attachment A must be achieved for the mitigation requirement to be considered complete."
>
> **Special Condition 6 -** "A transplant survival survey will be conducted within 60 days following completion of the initial planting effort. If 50%survival of transplant material is not achieved, the Corps will be immediately notified in writing and a second planting effort will be made within the next 30 days. All planting efforts will be done in accordance with the criteria included in Attachment A."
>
> **Special Condition 7 -** "A monitoring study will be conducted six months following the planting and then yearly for a period of at least five years. Progress reports containing the following information will be submitted to the Corps within 30 days of each replanting/monitoring effort: percent cover of the various species of vegetation growing within the site, unusual sedimentation variations including depth of soil-sediment accumulations throughout the site, rates of erosion and any other factors that could affect productivity at the site. Replanting will occur annually if 70% coverage of wetland areas is not achieved during any of the additional monitoring efforts. All replanting efforts will be done at the planting densities described in Attachment A."
>
> **Special Condition 8 – "**Monitoring report content and format will be submitted to the CCRFO as outlined in Regulatory Guidance Letter No. 08-06. which is contained on the following website: http://www.usace.army.mil/CECW/Pages/reg_permit.aspx. Mitigation Monitoring Reports must include the following information: I) a summary of the percent ground cover and species composition at fixed pre-established observation points, 2) list of dominant vegetation and their indicator status, and 3) photo documentation of the mitigation area. Content of the mitigation report will also contain information listed in Attachment A, Section 4.2.2.6 (Monitoring and Reporting)."
>
> **Special Condition 9 – "**Should mitigation be determined to be unsuccessful by Corps personnel at the end

of the monitoring period, the permittee will be required to take necessary corrective measures, as approved by the Corps. Once the corrective measures are completed. the permittee will notify the Corps and a determination will be made regarding success of the mitigation."

Task 2 Assumptions:

1. Irrigation and other maintenance activities at the mitigation site will be conducted by HCRMA.
2. This proposal includes up to 6 site visits over the 5-year monitoring period.
3. This proposal assumes that the mitigation site will have met all performance criteria by the end of the 5-year monitoring period, and no subsequent monitoring will be conducted.
4. This proposal assumes a final inspection of the mitigation area with the USACE after it has achieved success for their "sign off".

Task 3: Adaptive Management

Adaptive management strategies may need to be employed (per subsection 4.2.2.6 of the USACE permitted mitigation plan) to address unusual events such as extended flooding and sedimentation. Upon occurrence or discovery, B&A will report to HCRMA and assist with USACE coordination and implementation of adaptive management activities and restoration effort (e.g., sediment removal) and replanting. **Additional tasks such as adaptive management can be performed for a Fixed Fee / Time and Materials NTE amount based upon the event and can be quoted upon request at the time of need.**

EXHIBIT C
WORK SCHEDULE

Task 1 will be complete at the end of approximately 7 months (11/24/2021 through 06/30/2021).

Task 2 will initiate after the construction of the mitigation site which is slated to be completed by 06/30/2021 and will go through 12/31/2026 due to period and then yearly site inspections / reporting (including visits with USACE) to assure wetland site creation success.

Task 3, if needed, will begin after the construction of the mitigation site which is slated to be completed by 06/30/2021 and scoped by supplemental, as needed.

WA No. 8 - Blanton & Associates, Inc.
Exhibit D. Fee Schedule for Env. Support for HCRMA Granjeno Mitigation Site Development

TASKS DESCRIPTION	Project Manager	Env Planner I/II	Senior Env Specialist	Env Specialist	Senior Biologist	Biologist	Geologist	Senior Field Tech / Env. Inspector	Field Tech	Senior GIS	GIS	Admin Assistant	Total Labor Hrs.	Task Hours	Task Costs
1. Mitigation Site Soils & Plants Oversight													0	1646	$169,414.46
a. Collaborate with Engineer for design refinement & Plan compliance													0		
i. collaboration with EOR on soils/subsoils (clay) & topsoil compostion needs	4	10	4	24	18		8					2	70		
ii. Coordinate final soils/hydrology/grading needs are met by EOR final design & as-builts	4	10	4	24	24	32					8	2	108		
iii. Coordinate with EOR on design & construction schedules compliance with USACE needs	4	8	4	24									40		
b. USACE Contractor Meeting and Construction Reporting compliance Spec. Cond. 2-4		8	4	18							8	4	42		
i. Pre-construction meeting with Contractor(S) & notification (Special Condition 2)	4		16					8				2	30		
ii. USACE Schedule Compliance support (Special conditions 3-4)	4		16					8				4	32		
c. Wetland Oversight & Planting:													0		
i. Pre-construction assessment & testing	4		4	16	16	16	16		64				136		
ii. Seed & Plant stock acquisition support	4		24		40	40							108		
iii. Construction Monitoring - Permit compliance:													0		
Construction monitoring - clearing/grubbing & herbicide application	4		8		8	24		48	72				164		
Construction monitoring - Soils	4		8		8	24		48	72				164		
iv. Planting Activities:													0		
Planting - wetland seeding (17 acres)	4				24	48		180	180				436		
Planting - shrub/scrub (trees)(~5 acres upland)	4				24	48		120	120				316		
2. Monitoring and Mitigation Site Performance (five years)													0	1531	$171,060.20
a. Required Monitoring Surveys	24		48		24	144			120	56	120	28	564		
b. Interim Periodic Monitoring Surveys	24		40		40	144			144		56		448		
c. Monitoring Reports	21		28		64	64			64	28	84	28	381		
d. HCRMA & USACE Coordination (includes final Site Visit with USACE)	18		32		40	24			24				138		
													0		
3. Adaptive Management Contingency Tasks (To Be Determined in future)													0	0	$0.00
Adaptive Management Tasks - Supplemental plantings															
Adaptive Management Tasks - Dewatering															
Adaptive Management Tasks - Sediment Removal/dredging															
													0		
													0		
HOURS SUB-TOTALS	131	36	240	106	330	608	24	412	860	84	276	70	3177		
CONTRACT RATE PER HOUR	**$180.00**	**$106.12**	**$145.66**	**$96.45**	**$128.59**	**$107.16**	**$96.45**	**$96.45**	**$85.73**	**$128.59**	**$101.80**	**$80.37**			
TOTAL LABOR COSTS	$23,580.00	$3,820.32	$34,958.40	$10,223.70	$42,434.70	$65,153.28	$2,314.80	$39,737.40	$73,727.80	$10,801.56	$28,096.80	$5,625.90			

ODCS	
TASK 1 - SUBTOTAL	**$37,879.00**
TASK 2 - SUBTOTAL	**$21,750.00**
TASK 3 - SUBTOTAL	**$0.00**
TOTAL DIRECT EXPENSES	**59,629.00**
LABOR	
TASK 1 - SUBTOTAL	**$169,414.46**
TASK 2 - SUBTOTAL	**$171,060.20**
TASK 3 - SUBTOTAL	**$0.00**
TOTAL LABOR COSTS	**$340,474.66**
GRAND TOTAL	**$400,103.66**

ASSUMPTIONS

Task 1

1 - Includes one field visit to evaluate existing plant and soils conditions at the mitigation site and to establish soils amendment/treatment plan and further evaluate potential reference sites if needed (4 days, 3 people, 3 vehicles).

2 - HCRMA will provide access to the mitigation site and coordinate access to potential reference sites.

3 - HCRMA will provide land survey and metes and bounds description of the conservation easement boundaries, as well as legal review and filing of the conservation easement.

4 - This proposal does not include design or construction of the mitigation site. Design and construction of the mitigation site will be conducted by engineering and construction contractors to be selected and contracted by HCRMA.

5 - This proposal does not include soil preparation, herbicide purchase/application, or other soil treatments. These tasks will be conducted by engineering and construction contractors to be selected and contracted by HCRMA.

6 - The cost of seeds, containerized plants, plugs, or other plants recommended to to be planted at the mitigation site will be determined through HCRMA Procurement practices. This equipment costs for drill seeding could be absorbed by HCRMA's earthwork contractor whom performs land clearing & herbicide application under consturciton contract, but need to be identified in one of the budgets.

7. Because the need for additional planting cannot be estimated at this time, this proposal does not include additional planting beyond the initial planting.

8 - This proposal assumes up to 30 days at the mitigation site to monitor the mitigation site construction process related to soils and plants project components. This Task does not include multiple team mobilizations due to plant / materials supply interruptions, unusually long rain or freezing weather events which woud preclude planting or other project delays beyond the control of B&A.

9 - All geotechnical data needed for site developoment monitoring needs (i.e. piezometric measurement of soil moisture or periodic monitoring of wetland cell shallow water table) effort will be preformed by the HCRMA CMT geotechnical contractor and B&A will coordinate those requests through the HCRMA.

WA No. 8 - Blanton & Associates, Inc.
Exhibit D. Fee Schedule for Env. Support for HCRMA Granjeno Mitigation Site Development

TASKS DESCRIPTION	Project Manager	Env Planner I/II	Senior Env Specialist	Env Specialist	Senior Biologist	Biologist	Geologist	Senior Field Tech / Env. Inspector	Field Tech	Senior GIS	GIS	Admin Assistant	Total Labor Hrs.	Task Hours	Task Costs
ASSUMPTIONS															

Task 2

1 - Irrigation and other maintenance activities at the mitigation site will be conducted by HCRMA.

2 - This proposal includes up to 6 monitoring report site visits over the 5-year monitoring period. Up to six additional interim site visits have been budgeted to assess plant survival and wetland site hydrology or potential onset of a site adaptive management need (e.g.: flooding/drought/loss-of-water-supply, freeze impacts, or pestilence) as needed to assure plant survival and wetland function.

3 - This proposal assumes that the mitigation site will have met all performance criteria by the end of the 5-year monitoring period, and no subsequent monitoring will be conducted.

4 - This proposal assumes one site visit with USACE for final sign-off at end of monitoring period.

Task 3 Adaptive Management - To Be Determinined

WA No. 8 - Blanton & Associates, Inc.
Exhibit D. Fee Schedule for Env. Support for HCRMA Granjeno Mitigation Site Development

OTHER DIRECT EXPENSES

TASK 1 - MITIGATION SITE CONSTRUCTION OVERSIGHT	Rate	Unit	Amount	Total
Lodging / Hotel (GSA Day Rate)	$ 100.00	Each	84	$ 8,400.00
Meals (GSA Day Rate)	$ 55.00	Each	84	$ 4,620.00
Rental Car	$ 90.00	Each	46	$ 4,140.00
Air Travel	$ 525.00	Each	12	$ 6,300.00
Parking	$ 14.00	Each	64	$ 896.00
Mileage (REF: 668mi. Lakeway - Granjeno RT)	$ 0.58	Each	6,000	$ 3,480.00
Fuel for Rental Car	$ 25.00	Day	46	$ 1,150.00
Photocopies B/W (8.5 X 11)	$ 0.10	Each	500	$ 50.00
Photocopies B/W (11 X 17)	$ 0.20	Each	120	$ 24.00
Photocopies Color (8.5 X 11)	$ 0.70	Each	120	$ 84.00
Photocopies Color (11 X 17)	$ 1.25	Each	120	$ 150.00
Plots (Color on Photographic Paper)	$ 4.00	Each	120	$ 480.00
Color Graphics on Foam Board	$ 5.00	Each	2	$ 10.00
Presentation Boards 30" X 40" Color Mounted	$ 100.00	Each	2	$ 200.00
4" X 6" Digital Color Print	$ 0.30	Each		$ -
GPS	$ 50.00	Day	30	$ 1,500.00
Mailings/Postage	$ 0.50	Each	50	$ 25.00
Overnight Delivery Services	$ 18.00	Each	15	$ 270.00
Field Supplies	$ 35.00	Trip	60	$ 2,100.00
~~Piezometers & shallow Monitoring wells for soil moisture~~	~~$ 10,000.00~~	each	By HCRMA	
Tractor and Seed Drill Rental	$ 4,000.00	each	1	$ 4,000.00
SUBTOTAL				**$ 37,879.00**

TASK 2. - MITIGATION MONITORING	Rate	Unit	Amount	Total
Lodging / Hotel (GSA Day Rate)	$ 100.00	Each	36	$ 3,600.00
Meals (GSA Day Rate)	$ 55.00	Each	36	$ 1,980.00
Rental Car	$ 90.00	Each	18	$ 1,620.00
Air Travel	$ 525.00	Each	18	$ 9,450.00
Parking	$ 14.00	Each	36	$ 504.00
Mileage (REF: 668mi. Lakeway - Granjeno RT)	$ 0.58	Each	4,200	$ 2,436.00
Fuel for Rental Car	$ 25.00	Day	18	$ 450.00
Photocopies B/W (8.5 X 11)	$ 0.10	Each	600	$ 60.00
Photocopies B/W (11 X 17)	$ 0.20	Each	100	$ 20.00
Photocopies Color (8.5 X 11)	$ 0.70	Each	100	$ 70.00
Photocopies Color (11 X 17)	$ 1.25	Each	100	$ 125.00
Plots (Color on Photographic Paper)	$ 4.00	Each	12	$ 48.00
4" X 6" Digital Color Print	$ 0.30	Each	120	$ 36.00
GPS	$ 50.00	Day	18	$ 900.00
Mailings/Postage	$ 0.50	Each	50	$ 25.00
Overnight Delivery Services	$ 18.00	Each	12	$ 216.00
Field Supplies	$ 35.00	Trip	6	$ 210.00
				$ -
SUBTOTAL				**$ 21,750.00**

TOTAL DIRECT EXPENSES	**$ 59,629.00**

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). ***NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.***

Contract #: 02-E37-17-07 Assigned Goal: 12.2% Prime Provider Blanton & Associates, Inc.

Work Authorization (WA)#: 8 WA Amount: **$400,103.66** Date: 11/23/2021
Supplemental Work Authorization (SWA) #: ___ to WA #: ___ SWA Amount: ___
Revised WA Amount: $0

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
ENV SUPPORT SERVICES FOR WETLAND MITIGATION	**$400,103.66**
	$0
Total Commitment Amount *(Including all additional pages.)*	**$0**

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: Blanton & Associates, Inc. **Address: 5 Lakeway Centre Court, Suite 200, Austin, TX 78734** **VID Number: 74-2845838** **PH: 512-264-1095 & FAX: 512-264-1531** **Email:** dblanton@blantonassociates.com	**Name:** Don Blanton ***(Please Print)*** **Title:** President **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-50

APPROVAL OF CONTRACT AMENDMENT 7 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BLANTON & ASSOCIATES, INC. TO INCREASE THE MAXIMUM PAYABLE AMOUNT DUE WORK AUTHORIZATION NUMBER 8

THIS RESOLUTION is adopted this 20th day of December 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County, including the International Bridge Trade Connector project (the "IBTC");

WHEREAS, the Authority initially approved the retention of Blanton & Associates, Inc. through Resolution 2010-79 to provide professional services, including oversight of the IBTC local environmental assessment process and review of the recommendation as prepared by Atkins (formerly PBS&J) (the "Initial Agreement");

WHEREAS, under the scope of services provided to the Authority through the Initial Agreement, Blanton & Associates, Inc. demonstrated a unique and thorough understanding of the Authority's projects and related environmental issues;

WHEREAS, based on Blanton & Associates demonstrated knowledge and unique qualifications, and to ensure that the Authority did not experience any gap in critical environmental services, the Authority approved Resolutions 2017-71 and 2017-72 retaining Blanton & Associates to provide additional professional environmental services, including support for the federal environmental classification for the IBTC project, to the Authority immediately following the termination of the program manager agreement;

WHEREAS, the Board now (i) found it necessary and desirable to finalize the federal environmental classification of the IBTC project; (ii) finds that Blanton & Associates has demonstrated its qualifications in environmental work; (iii) finds that Blanton & Associates has a unique understanding of and history with the project, creating efficiencies and expertise that would be difficult to replace; and (iv) desires to expand Blanton & Associates, Inc. professional environmental services as described in Work Authorization #2, to finalize the federal environmental classification for the IBTC project;

WHEREAS, the Authority approved Resolution 2018-05 – Approval of Work Authorization 2 to the Professional Services Agreement with Blanton & Associates, Inc. to provide environmental clearance support for the IBTC Project in amount not to exceed $702,075.94; and

WHEREAS, the Authority approved Resolution 2018-06 – Approval of Contract Amendment 1 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount to $727,065.94 due to additional scope outlined in Work Authorization No. 2 in the amount of $702,075.94.; and

WHEREAS, the Authority approved Resolution 2019-06 – Approval of Work Authorization 3 to the Professional Services Agreement with Blanton & Associates, Inc. for NEPA re-evaluation checklist support for the 365 Toll/ I-Road Interchange redesign in the amount of $8,660.00; and

WHEREAS, the Authority approved Resolution 2019-07 Contract Amendment Number 2 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by $8,660.00 due new scope in Work Authorization Number 3 to a not-to-exceed amount of $735,725.94; and

WHEREAS, the Authority approved Resolution 2019-38 Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for additional biological evaluation support for the International Bridge Trade Corridor Project environmental clearance in the amount of $24,600.00; and

WHEREAS, the Authority approved Resolution 2019-39 Contract Amendment Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by $24,600.00 for Work Authorization Number 4; and

WHEREAS, the Authority approved Resolution 2020-07 Work Authorization Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to provide updated Noise Report for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-08 Contract Amendment Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by $20,129.50 for Work Authorization Number 5; and

WHEREAS, the Authority approved Resolution 2020-10 Work Authorization Number 6 to the Professional Services Agreement with Blanton & Associates, Inc. to provide Archaeological Mitigation Plans for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-11 Contract Amendment Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by $131,398.00 for Work Authorization Number 6; and

WHEREAS, the Authority approved Resolution 2020-15 Supplemental No. 1 to Work Authorization Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. for a no-cost time extension for Environmental Services for the 365 Tollway Project; and

WHEREAS, the Authority approved Resolution 2020-16 Supplemental No. 1 to Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for a no cost time extension for Environmental Services for the IBTC Project.

WHEREAS, on October 27, 2020, the Authority approved Resolution 2020-29 Work Authorization Number 7 to the Professional Service Agreement with Blanton & Associates, Inc. to provide Wetland Mitigation Support for the 365 Tollway Construction Permitting in the amount of $66,168.15; and

WHEREAS, on October 27, 2020, the Authority approved Resolution 2020-30 Contract Amendment No. 6 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by $66,168.15 for due Work Authorization No. 7; and

WHEREAS, on December 20, 2021, the Authority approved Resolution 2021-49 Work Authorization Number 8 to the Professional Service Agreement with Blanton & Associates, Inc. for environmental services for development of site soils and planting strategies (including monitoring) for the 365 Tollway Wetland Mitigation site in the amount of $400,103.66; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-50 Contract Amendment No. 7 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by $400,103.66 for due Work Authorization No. 8.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Contract Amendment No. 7 to the Professional Service Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by $400,103.66 for Work Authorization Number 8 hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Contract Amendment 7 to the Professional Services Agreement for the 365 Tollway Project hereby approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 20th day of December 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Contract Amendment No. 7

to the Professional Services Agreement with

Blanton & Associates, Inc. to Increase Maximum Payable Amount for

Work Authorization No. 8 for the

365 Tollway Project

SUPPLEMENTAL AGREEMENT NO. 7

TO PROFESSIONAL SERVICES
AGREEMENT FOR ENVIRONMENTAL SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 7 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Engineering Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Blanton & Associates, Inc. (the Consultant).

The following terms and conditions of the Agreement are hereby amended as follows:

Article II Agreement Period
This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2026.

Article III Compensation
Article III Compensation shall be amended to increase the maximum amount payable under this contract from $978,021.59 to $1,378,125.25 for a total increase of $400,103.66 due to additional scope and effort outlined in Work Authorization No. 8 for Environmental Support (planting design, planting, monitoring, and reporting) of the Wetland Mitigation Site Development for the 365 Tollway Project.

This Supplemental Agreement No. 7 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

AUTHORITY	**CONSULTANT**
By: _____	**By:** _____
Name: Pilar Rodriguez	**Name: Don Blanton**
Title: Executive Director	**Title: President**
Hidalgo County Regional Mobility Authority	**Blanton & Associates, Inc.**
Date: _____	**Date:** _____

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-51

APPROVAL OF WORK AUTHORIZATION 5 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING FOR ENGINEERING SUPPORT FOR THE DESIGN AND CONSTRUCTION OF THE 365 TOLLWAY WETLAND MITIGATION SITE

THIS RESOLUTION is adopted this 20th day of December 2021, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of $488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. Project Management for the 365 Tollway Project in the amount of $171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of $301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of $299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from $488,657.91 to $820,372.60 for a total increase of $331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of $197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from $820,372.60 to $1,018,118.62 for a total increase of $197,746.02 for Work Authorization No. 4; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of $310,039.40.

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 5 to the Professional Services Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of $310,039.40, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization 5 to the Professional Services Agreement for Program Management Support.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 20th day of December 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION 5
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GGENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

ATTACHMENT D-1

WORK AUTHORIZATION NO. 5
AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for General Engineering Consulting Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and HDR Engineering Inc. (the GEC).

PART I. The GEC will perform engineering design services generally described as in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the Authority and the GEC as well as the work schedule are further detailed in exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is $310,039.40 and the method of payment is Lump Sum as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

PART III. Payment to the GEC for the services established under this Work Authorization shall be made in accordance with Articles 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 December 31, 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 General Engineering Consulting Services.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE GEC	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
David C. Weston	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
Gulf Coast Area Manager	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

Exhibit A	Services to be provided by the Authority
Exhibit B	Services to be provided by the GEC
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Exhibit H-2	Subprovider Monitoring System Commitment Agreement

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

The **AUTHORITY** will provide the following general items.

1. Authorization to begin work.
2. Timely payment for work performed by the **Engineer** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project.
5. Review and approve the **Engineer**'s progress schedule with milestone activities and/or deliverables identified.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

General Project Information – The purpose of the Granjeño Mitigation Site project is to fulfill the requirements in the executed permit SWG-2013-00175 (Permit) signed on September 22, 2016 between the HCRMA and United States Army Corps of Engineers (USACE) for the 365 Toll project. In general, the HCRMA has to meet the commitment of restoring 23.88 acres of land, including 17 acres planned specifically for wetland restoration. HCRMA will dedicate 12 of the 17 acres to compensate for impacts resulting from the 365 Toll project (also referred to as the SH 365 roadway project in the mitigation plan). The remaining 5 acres of restored wetland area at the mitigation site will be held in reserve for application toward future projects within the watershed. Per the conditions 2 and 3 of the permit, construction of the mitigation site must begin within 30 days of initiating work within jurisdictional areas of the 365 Toll project., and it must be completed within 6 months of initiating work impacting jurisdictional areas.

HCRMA's permit SWG-2013-00175 and the attached mitigation plan outline the restoration of approximately 24 acres (17 of which is wetland restoration) of the property to provide adequate functional capacity unit (FCU) mitigation for the 365 Toll project plus additional FCUs for future projects such as the International Bridge Trade Corridor (IBTC) project. A separate USACE regulatory permit would be required to permit impacts of the IBTC project and show that required FCUs from impacts could utilize the additional restored wetlands from HCRMA's Permit and mitigation plan. If additional FCUs are required for the IBTC project beyond what is included in HCRMA's permit, a separate mitigation plan would be required whether they are on this property or a separate location. The conservation easement required by condition 4 of the permit and monitoring reporting required by condition 5 through 9 of the Permit apply to the entire proposed 24 acres and should be referenced and utilized by the IBTC project or others if approved for their mitigation use by USACE. HCRMA will obtain and provide the conservation easement to USACE.

Phase 1 – Mitigation requirements today as specified in the Permit to be constructed on the Granjeño mitigation site.

Phase 2 – Future additional mitigation from IBTC jurisdictional impacts – To be determined upon approval of the environmental document and determination of final USACE permitting requirements for that project.

1. Task 1 – Geotechnical Services

   1.1. Review of Geotechnical Report submitted by firm contracted directly by the HCRMA

   GEC will review the Geotechnical Report developed for the Granjeño Site to verify that it meets requirements of industry standards and provides the necessary information for Granjeño emergent wetland design.

   1.2. Design Support

The GEC geotechnical resources will provide guidance to the design team during the Granjeño site design development. They will make themselves available for client questions and meetings.

1.3. Quality Control Review

The GEC geotechnical resources will participate in quality control reviews for design milestone deliverables as noted in Section 4.0 of this scope of services.

2. Task 2 – Environmental Services

The GEC understands that Blanton & Associates (B&A) will be providing regulatory permitting support during design and construction of the Granjeño site including the monitoring period after construction is completed as outlined in conditions 5 through 9 of the Permit.

2.1. Review of Executed Permitting Documents

GEC environmental will review the available executed permitting documents that the HCRMA has in place with government regulatory agencies for the Granjeño site.

2.2. Design Support

The GEC environmental will assist the design team in adhering to permitting requirements during the Granjeño site design development. They will make themselves available for client and B&A questions and meetings.

2.3. Special Conditions Coordination

The GEC environmental will coordinate with B&A regarding USACE Permit Special Conditions 3 and 4.

2.4. Quality Control Review

The GEC environmental will participate in quality control reviews for design milestone deliverables as noted in Section 4.0 of this scope of services.

3. Task 3 - Groundwater Well

A water supply source is required to provide water at a quality and volume necessary to establish and maintain an emergent wetland as stipulated in the USACE permit mitigation documents.

3.1. Due Diligence

The GEC water resources will perform due diligence research on the specifications needed and coordination required to establish a groundwater well. There is no groundwater conservation district for the project area, however Hidalgo County is included in Groundwater Management Area 16. The following is a list of agencies that may require coordination; however it does not constitute a complete list of entities:

- Texas Water Development Board
- International Boundary & Water Commission
- Texas Commission on Environmental Quality
- Groundwater Management Area 16

3.2. Demand Analysis

The GEC water resources will coordinate with geotechnical and environmental resources to determine the volume and quality of groundwater necessary to establish and maintain the emergent wetland based on wetland design, seasonal operation, climate factors, and site-specific hydrogeology (seepage).

A spreadsheet model simulating water needs versus typical weather patterns will be developed and analyzed. Considerations will be given to rainfall, evapotranspiration, and demand over an annual cycle or actual period of years with recorded data (seasonal and annual variations in rainfall and temperature).

3.3. Hydrogeology and Water Quality Investigation

The GEC water resources will perform a hydrogeologic investigation based on existing and available data to determine target source aquifer(s) and potential well depth based on demand analysis findings.

The GEC water resources will perform a water quality investigation based on existing and available water quality data from nearby wells within the target source aquifer(s) to determine if there are water quality concerns with regards to irrigating the emergent wetland.

3.4. Preliminary Well and Pump Design

The GEC water resources will provide a preliminary well and pump design based on results from the demand analysis, hydrogeologic investigation, and water quality investigation. The preliminary design will provide the quantity and quality of water necessary to sustain the emergent wetland including the associated plant species. If water quality concerns are

identified based on water quality needs identified by environmental resources for emerging wetlands, treatment processes will be identified at a preliminary-level (no costs).

3.5. Construction Delivery Options

Consider and advise the HCRMA on the options for constructing the groundwater well, such as:

- Performance Specification – Utilize a performance specification to provide the parameters of the Granjeño Mitigation site project needs to a groundwater driller who will be responsible for the final selection of well depth, pump size, and associated materials including but not limited to the drilling of said well.
- Procure the groundwater well construction separate from the Granjeño civil site plans.
- Include the groundwater well construction in the Granjeño civil site plans.
- Provide advice on timeline for obtaining requisite permit approvals for beginning drilling operations and completing well construction.

4. Task 4 – Emergent Wetland Mitigation Site PS&E

4.1. Preliminary Engineering Report

The GEC will coordinate with HCRMA, B&A, geotechnical, environmental, and water resources to compile a Preliminary Engineering Report that provides the following information:

- Conceptual Site Grading for Phase 1 and 2
- Pond estimated footprint with preliminary elevations (Phase 1)
- Utility Coordination, including the following:
    - Confirm POCs, collect records, send out formal Notification Letters communicating project timelines
    - Create and maintain Utility Communication Log
    - Preparation of Existing Utility Layout (includes proposed features, aerial background with utilities assigned distinct linestyle, does not included ASCE QL-B or ASCE QL-A)
    - Coordinate and Conduct utility coordination meetings (incl. coordination of mtg, agenda, mtg mins – Assume 1)
- Planting layout (Phase 1)
- Tentative groundwater well location
- Opinion of Probable Construction Costs (OPCC)
- Construction delivery options

4.2. Plans, Specifications, and Estimate (Phase 1 only)

The GEC will develop a PS&E package for a civil site plan (Plan) for Granjeño Mitigation Site project consisting of the following:

- OPCC – Updated at milestone deliverable stages.

- Construction Schedule – Updated at milestone deliverable stages.
- Specifications – GEC will select the appropriate source specifications required for the Plan. Potential sources include EJCDC or SpecsIntact.
- Plan set to include:
    - general sheets
    - hydrology and hydraulic calculations and design
    - site grading including 3-D surface
    - location of underground proposed infrastructure (well location, water pipes, connections, and valves)
    - planting layout and schedule (watering, food)
    - SW3P measures
    - miscellaneous details and standards
- GEC QC and Interdisciplinary Review coordination
    - GEC will identify civil senior technical resources to QC the milestone deliverables.
    - Milestone deliverables will also include concurrent interdisciplinary review. The interdisciplinary team is identified as: GEC geotechnical, GEC environmental, and B&A.
    - After QC review and interdisciplinary review comments have been addressed, milestone deliverables will be submitted to HCRMA for their review up to the 100% Plan. Once the HCRMA and GEC agree to resolution of 100% comments, a signed and sealed final version will be submitted to the HCRMA for letting phase.
- Milestone Deliverables are identified as 60%, 90%, 100%, Signed and Sealed – Issued for Construction (IFC).

5. Task 5 – Letting Phase

   GEC will assist the HCRMA with the following:

   - Assembling bid package
   - Pre-bid meeting
   - Request for Information (RFI) from prospective bidders
   - Compilation of Addenda
   - Review of responsive and responsible bidders and provide award recommendation.
   - Review contractor baseline schedule

6. Task 6 – Construction Phase

GEC will support the HCRMA during the construction phase of the Granjeño Mitigation Site project with the following:

- Participate in pre-construction meeting
- Assist with RFIs and contractor submittals
- Plan sheet revisions prompted by RFIs or change orders
- Collaborate with B&A for field visits and construction progress monitoring
- Review of contractor's milestone surveys for pay applications. This involves comparison between contractor provided 3-D surface data and GEC design surface. It requires the contractor to submit their survey in an acceptable format to facilitate the comparison.
- Periodic surveyed spot checks. Assume once a month for 5 months.
- Final as-built survey to be used in-lieu of as-built plans. As-built survey will also be incorporated as part of HCRMA's punch list for items that need to be corrected.
- Participation in substantial completion walk-through (punch list development)

<u>Assumptions and Exclusions</u>

- B&A is responsible for managing the Permit requirements and coordination with the USACE. This includes time extensions for the associated 365 Toll Permit documents.
- B&A is responsible for assisting the HCRMA in complying with USACE Permit Special Conditions 3 and 4 including monitoring and maintenance after completion of the mitigation site construction.
- Despite HDR's efforts to develop a mitigation site design that meets the requirements of the Permit in collaboration with B&A, we have no control over the successful establishment of the vegetation and plant species due to unpredictable extreme weather conditions. Therefore, we cannot be held liable for unsuccessful plant establishment.

EXHIBIT C
WORK SCHEDULE

Schedule start with NTP projected to start 11/24/2021 with contract letting February 2022, construction starting March 2022 with completion of construction 6 months of commencing site construction.

Prime Provider: HDR Engineering, Inc.
Subconsultant: Melden and Hunt
Work Authorization: 05

	Granjeno Site Mitigation		Total by Firm	% by Firm
	Labor	ODE		
HDR	$290,850.50	$3,917.70	$294,768.20	95%
Melden and Hunt	$15,271.20	$0.00	$15,271.20	5%
<blank>			$0.00	0%
<blank>			$0.00	0%
<blank>			$0.00	0%
<blank>			$0.00	0%
<blank>			$0.00	0%
<blank>			$0.00	0%
Sub-Total by Task	$306,121.70	$3,917.70	Total WA	100%
Total by Task	$310,039.40		$310,039.40	

Prime Provider: HDR Engineering, Inc.
Subconsultant: Melden and Hunt
Work Authorization: 05

HDR Engineering, Inc.

05

Labor Categories	Project Manager	Deputy Project Manager	Sr Technical Advisor	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Geotech Engineer	Geotech Engineer	Transportation Planner IV	Senior Environmental Scientist	Environmental Scientist III	GIS Operator	Senior Utility Coord	Utility Coord	Senior Engineer Tech	Estimating Sch Support 2	Scheduler	Sr Project Controller	Project Controller	Accounting	Admin III	Total Task Hours	Line Item Fee
Negotiated Rate	$220.62	$254.57	$296.99	$240.42	$198.00	$169.71	$141.43	$212.14	$141.43	$198.00	$175.37	$113.14	$101.83	$155.57	$115.97	$107.48	$179.61	$161.23	$212.14	$148.50	$115.69	$84.86		
DESCRIPTION OF TASKS/DETAILS																								
1 - Task 1 - Geotechnical Services																							0	$0.00
Review of Geotech Report			1					2	4														7	$1,286.99
Design Support			2					4	8														14	$2,573.98
QC / Interdisciplinary Review	1		2					4	6														13	$2,511.74
Subtotal																							0	$0.00
																							0	$0.00
2 - Task 2 - Environmental Services																							0	$0.00
Review of executed permit documents			2	2							4	6											14	$2,455.14
Design Support			1	2							4	6											13	$2,158.15
Special Conditions Coordination			2	2							4	4											12	$2,228.86
QC / Interdisciplinary Review		1	2	1							2	2											8	$1,665.99
Subtotal																							0	$0.00
																							0	$0.00
3- Task 3 - Groundwater Well																							0	$0.00
Due Diligence/Coordination meetings	3	2	8			12																	25	$5,583.44
Demand Analysis			4			8																	12	$2,545.64
Hydrogeology and Water Quality Investigation			4			16																	20	$3,903.32
Preliminary Well and Pump Design	1		4			16										8							29	$4,983.78
Construction Delivery Options		2	4	4		32																	42	$8,089.50
Subtotal																							0	$0.00
																							0	$0.00
4 - Task 4 - Emergent Wetland Mitigation Site PS&E																							0	$0.00
4.1 Preliminary Engineering Report																							0	$0.00
Setup	2	1																16	4	2	12	8	45	$6,488.21
Coordination Meetings	3	3		1							1	2											10	$2,067.64
Conceptual Site Grading	2		2		4		24									12							44	$6,511.30
Pond design (H&H analysis)	2	4	2		8		16						10			24							66	$9,498.20
Planting Layout				1	4		8				2	3	8			16							42	$5,388.34
Utility Coordination		1	1			4	2						4	24									36	$5,654.26
Letters communicating project timeline, timeline needs of utility relocations		1	2			2								10									15	$2,743.67
Create and Maintain Utility Communication Log tracking correspondence with utility companies						2								10									12	$1,895.12
Preparation of Existing Utility Layout (includes all proposed features, aerial background with all utilities assigned distinct			2			2	2						4	10									20	$3,179.28
Coordinate and Conduct utility coordination meetings (incl. coordination of mtg, agenda, mtg mins – Assume 1)		1	1			2								10									14	$2,446.68
Tentative groundwater well location							2						2			16							20	$2,206.20
Report Writing	2	2	4	1		24					2												35	$6,802.54
OPCC						4	8						6			12							30	$3,711.02
Construction Delivery Options		2	4		8																		14	$3,281.10
Subtotal																							0	$0.00
																							0	$0.00
4.2 PS&E																							0	$0.00
OPCC (60%,90%, 100%)		6	2		6	10	12									16							52	$8,423.34
Construction Schedule	2		2														50						54	$10,015.72
Specifications		4	2	1	16	12					1	2				8						40	86	$11,713.09
Coordination Meetings	12	8	4	1							2	1											28	$6,576.26
60 % PS&E	4	2	6		14	22	36			12			24			52							172	$25,179.54
60% QC and Interdisciplinary Review and address comments				6			16				1		16			16			2			2	59	$7,823.73
90 % PS&E	8	2	4		14	18	28			10			18			42							144	$21,575.98
90% QC and Interdisciplinary Review and address comments				4			12				1		12			12			2			2	45	$5,939.93
100 % PS&E	8	2	2		12	16	22			8			12			34							116	$17,531.18
100% QC and Interdisciplinary Review and address comments				2			8				1		8			8			2			2	31	$4,056.13
Signed and Sealed PS&E Deliverable	2	2																	1			1	6	$1,247.38
Subtotal																							0	$0.00
5 - Task 5 - Letting Phase																							0	$0.00
Assist with assembling of bid package	4																						4	$882.48
Participate in pre-bid meeting	2	2									1	1											6	$1,238.89
Assist with RFIs	8	8			16		4				1	1				4							42	$8,253.67
Assist with addenda compilation						16	16									16			1				49	$6,910.06
Assist with review of responsive and resonsible bidders	2	2	1		2																		7	$1,643.37
Award recommendation	1	1																					2	$475.19
Review contractor baseline schedule			2														6		1				9	$1,883.78
Subtotal																							0	$0.00
																							0	$0.00
6 - Task 6 - Construction Phase																							0	$0.00
Participate in pre-construction meeting	2	2		1							1												6	$1,366.17
Assist with RFIs and submittals	3	3		1		24	6				1					24			2			8	72	$10,445.66
Plan sheet revisions (not E&O related)					8	16	24						16			24							88	$11,902.48
B&A coordination / field visits	16										8	8				24							56	$8,417.52
Review contractor surveys, provide results for pay apps							16									8			4				28	$3,971.28
Survey spot checks (Assume once a month for 5 months)	4	4														8							16	$2,760.60
Final as-built survey	2	2				4										8							16	$2,489.06
Substantial completion walk-through, punch list coordination	8			2							8	8				12			2				40	$6,267.92
Subtotal																							0	$0.00
																							0	$0.00
																							0	$0.00
Labor Hours Total	104	70	79	32	112	262	262	10	18	30	45	44	140	64	0	404	56	16	21	2	12	63	1846	hours check
Labor Cost Total	$22,944.48	$17,819.90	$23,462.21	$7,693.44	$22,176.00	$44,464.02	$37,054.66	$2,121.40	$2,545.74	$5,940.00	$7,891.65	$4,978.16	$14,256.20	$9,956.48	$0.00	$43,421.92	$10,058.16	$2,579.68	$4,454.94	$297.00	$1,388.28	$5,346.18	**$290,850.50**	cost check
% Staff Distribution	6%	4%	4%	2%	6%	14%	14%	1%	1%	2%	2%	2%	8%	3%	0%	22%	3%	1%	1%	0%	1%	3%	100%	

Prime Provider: HDR Engineering, Inc.
Subconsultant: Melden and Hunt
Work Authorization: 05

Labor Categories	Project Manager	Senior CADD Operator	CADD Operator	Junior CADD Operator	Scheduler	Land Surveyor	Surveyor In Training	Senior GIS Operator	GIS Operator	Accounting	Admin / Clerical III	Admin / Clerical I/II	2 Person Crew	3 Person Crew	Total Task Hours
Negotiated Rate	$220.00	$103.95	$83.16	$68.31	$68.75	$196.02	$115.83	$95.04	$83.16	$68.31	$66.83	$55.00	$150.00	$185.00	
DESCRIPTION OF TASKS/DETAILS															
Spot Checks (5)	2.5	10	10		2.5	10				2.5	2.5		40		80
As-Built	1	8	4		1	2				1	1		16		34
															0
															0
															0
															0
															0
															0
															0
															0
															0
															0
															0
															0
															0
															0
Labor Hours Total	3.5	18	14	0	3.5	12	0	0	0	3.5	3.5	0	56	0	114
Labor Cost Total	$770.00	$1,871.10	$1,164.24	$0.00	$240.63	$2,352.24	$0.00	$0.00	$0.00	$239.09	$233.91	$0.00	$8,400.00	$0.00	**$15,271.20**
% Staff Distribution	3%	16%	12%	0%	3%	11%	0%	0%	0%	3%	3%	0%	49%	0%	51%

Prime Provider: HDR Engineering, Inc.
Subconsultant:
Work Authorization: 05

Legend: Current State Rate = CSR, Actual Cost = AC, Fixed = F, Max = M

OTHER DIRECT EXPENSE	UNIT	MAX RATE BASIS	FIXED / MAX	ODE RATE	TOTAL FOR WA04	Sub-Total per ODE
Lodging/Hotel - Taxes and Fees	day/person	n/a	M	$32.00	10	$320.00
Lodging/Hotel (Taxes/fees not included)	day/person	CSR	M	$94.00	10	$940.00
Meals (Excluding alcohol & tips) (Overnight stay required)	Day/person	CSR	M	$55.00	18	$990.00
Mileage	mile	CSR	F	$0.545	3060	$1,667.70
Rental Car Fuel	gallon	n/a	M	$3.75		$0.00
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day	n/a	M	$75.00		$0.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person	n/a	M	$580.00		$0.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person	n/a	M	$450.00		$0.00
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/person	n/a	M	$600.00		$0.00
Air Travel - Out of State - Short Notice (Coach)	Rd Trip/person	n/a	M	$900.00		$0.00
Oversize, special handling or extra baggage airline fees	each	n/a	M	$45.00		$0.00
Taxi/Cab fare	each/person	n/a	M	$30.00		$0.00
Parking	day	n/a	M	$20.00		$0.00
Toll Charges	each	n/a	M	$10.00		$0.00
Standard Postage	letter	CSR	F	$0.47		$0.00
Certified Letter Return Receipt	each	CSR	F	$6.20		$0.00
Overnight Mail - letter size	each	CSR	M	$22.00		$0.00
Overnight Mail - oversized box	each	CSR	M	$85.00		$0.00
Courier Services	each	n/a	M	$28.00		$0.00
Photocopies B/W (11" X 17")	each	n/a	F	$0.25		$0.00
Photocopies B/W (8 1/2" X 11")	Each	n/a	F	$0.12		$0.00
Photocopies Color (11" X 17")	each	n/a	F	$1.50		$0.00
Photocopies Color (8 1/2" X 11")	each	n/a	M	$0.85		$0.00
Digital Ortho Plotting	sheet	n/a	M	$1.25		$0.00
Plots (B/W on Bond)	per sq. ft.	n/a	M	$0.50		$0.00
Plots (Color on Bond)	per sq. ft.	n/a	F	$1.00		$0.00
Plots (Color on Photographic Paper)	per sq. ft.	n/a	F	$4.00		$0.00
Color Graphics on Foam Board	square foot	n/a	F	$5.00		$0.00
Presentation Boards 30" X 40" Color Mounted	each	n/a	M	$125.00		$0.00
Report Printing	each	n/a	M	$65.00		$0.00
Report Binding and tabbing	each	n/a	M	$8.00		$0.00
Notebooks	each	n/a	M	$9.00		$0.00
Reproduction of CD/DVD	each	n/a	M	$5.00		$0.00
CDs	each	n/a	F	$1.75		$0.00
4" X 6" Digital Color Print	picture	n/a	F	$0.25		$0.00
Tx Parks & Wildlife Data Request Fees	each	n/a	M	$50.00		$0.00
Hazardous Materials Database Search	per search	n/a	M	$350.00		$0.00
Noise Meter Rental	per project	n/a	M	$150.00		$0.00
Environmental Database Search	per project	n/a	M	$1,100.00		$0.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	day	n/a	M	$65.00		$0.00
Curator (Drawer & TX Archaeological Research Lab for artifacts & report)	per project	n/a	F	$1,350.00		$0.00
Newspaper Advertisement	per publication	n/a	M	$1,650.00		$0.00
Court Reporter	page	n/a	M	$10.00		$0.00
Court Reporter (Public Meetings, Hearings & Transcription)	day	n/a	M	$500.00		$0.00

Translator (English to Spanish, other language as appropriate, or Sign Language) for Public Involvement	event	n/a	F	$500.00		$0.00
Translator (English to Spanish, other language as appropriate, or Sign Language)	hour	n/a	M	$100.00		$0.00
Custodian for Public Involvement	hour/custodian	n/a	M	$35.00		$0.00
Sound Technician for Public Involvement	event	n/a	M	$1,000.00		$0.00
Public Involvement Facility Rental (estimate)	4 hours	n/a	M	$800.00		$0.00
Public involvement Facility Rental (estimate)	8 hours	n/a	M	$1,600.00		$0.00
Public Involvement Facility Rental (estimate)	hour	n/a	M	$200.00		$0.00
Public Involvement Facility Rental	event	n/a	M	$3,000.00		$0.00
Audio - Equipment Rental	each	n/a	M	$750.00		$0.00
Audio - Visual Equipment Rental	event	n/a	M	$1,250.00		$0.00
Public Notices - Mass Mailing (500 pieces)	per mailing	n/a	M	$550.00		$0.00
Public Notices - Mass Mailing/with Self Addressed Return Envelope (500 pieces)	per mailing	n/a	M	$750.00		$0.00
Electronic Message Signs	day	n/a	M	$240.00		$0.00
Website URL Rental	year	n/a	F	$425.00		$0.00
FEMA FIS (Manual)	each	n/a	M	$7.00		$0.00
FEMA FIS Backup Data Request	each	n/a	M	$400.00		$0.00
FEMA Map Revision Submittal (CLOMR/LOMR) (Submittal Fee Only)	each	n/a	F	$8,250.00		$0.00
FEMA Model/Floodplain Hardcopy	each	n/a	F	$275.00		$0.00
Railroad - Flagger (Service provided by RR)	hour	n/a	M	$80.00		$0.00
Railroad - Insurance in addition to STD Minimum Required (Minimum coverage of $1 Million required by RR.)	each	AC	M	$3,500.00		$0.00
Railroad - Permit	each	n/a	M	$1,000.00		$0.00
Railroad - Safety Training (If required - Heavy Rail Safety Training Certificate, includes classroom training and employee certification card.)	Per Person	n/a	M	$500.00		$0.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Large Project (Includes labor, equipment and fuel)	day	n/a	M	$3,000.00		$0.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Medium Project (Includes labor, equipment and fuel)	day	n/a	M	$2,350.00		$0.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Small Project (Includes labor, equipment and fuel)	Day	n/a	M	$1,500.00		$0.00
Attenuator trucks - (Lane/Shoulder Closure) (Includes labor, equipment and fuel)	day	n/a	M	$650.00		$0.00
Attenuator trucks - (No Lane Closure) (Includes labor, equipment and fuel)	day	n/a	M	$600.00		$0.00
Flashing Arrow Board	day	n/a	F	$500.00		$0.00
Portable Message Board	day	n/a	M	$300.00		$0.00
Law Enforcement/Uniform Officer (including vehicle)	Hour	n/a	M	$75.00		$0.00
Required Permit Fees (non- railroad)	each	n/a	M	$300.00		$0.00
Boat with Motor	day	n/a	M	$275.00		$0.00
Fathometer	day	n/a	M	$90.00		$0.00
Backhoe Rental	day	n/a	M	$1,500.00		$0.00
Map Records	sheet	n/a	M	$6.00		$0.00
Deed Copies	sheet	n/a	F	$2.00		$0.00
Certified Deed Copies	sheet	n/a	F	$2.50		$0.00
Aerial Photographs (1" = 500' scale)	each	n/a	M	$90.00		$0.00
Reprographics	per sq. ft.	n/a	M	$4.00		$0.00
Terrestrial Laser Scanner (rates applied to actual time scanner unit is in use)	Hour	n/a	M	$110.00		$0.00
Ground Target (includes paint, panel material, etc.)	Each	n/a	M	$30.00		$0.00
TARL Curation Fee	site	n/a	M	$1,800.00		$0.00
USB External Drive	each	n/a	M	$40.00		$0.00
Law Enforcement/Uniform Officer (without vehicle)	per hr	n/a	M	$45.00		$0.00
				Total ODE Cost	**$3,917.70**	**$3,917.70**

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). ***NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: N/A and attach with the work authorization or supplemental work authorization.***

Contract #: 07-E36-19-04 Assigned Goal: 12.2% Prime Provider HDR Engineering, Inc.

Work Authorization (WA)#: 5 WA Amount: $310,039.40 Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
WETLAND MITIGATION SITE DESIGN	**$310,039.40**
	$0
Total Commitment Amount *(Including all additional pages.)*	**$0**

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: HDR Engineering, Inc. **Address:** 4828 Loop Central Drive, Ste. 800, Houston, TX 77081 **VID Number:** 14706805687 **PH:** 713-622-9264 **& FAX:** **Email:** David.Weston@hdrinc.com	**Name:** David C. Weston ***(Please Print)*** **Title:** Gulf Coast Area Manager _____ **Signature** **Date**
DBE/HUB Sub Provider: **Subprovider Name:** Melden & Hunt, Inc. **VID Number:** 17417379595 **Address:** 227 FM-3167, Rio Grande City, TX 78582 **PH:** 956-381-0981 **Email:** Robert@meldenandhunt.com	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-52

APPROVAL OF CONTRACT AMENDMENT 3 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION 5

THIS RESOLUTION is adopted this 20th day of December 2021, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.; and

WHEREAS, on March 5, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority with a maximum amount payable of $488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. Project Management for the 365 Tollway Project in the amount of $171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of $301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of $299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from $488,657.91 to $820,372.60 for a total increase of $331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of $197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from $820,372.60 to $1,018,118.62 for a total increase of $197,746.02 for Work Authorization No. 4; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of $310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Approval of a Work Authorization 6 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for review of the 365 Tollway value engineering change proposals in the amount of $79,429.57; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HDR to increase the maximum payable amount from $1,018,118.62 to $1,407,587.59 for a total increase of $389,468.97 for Work Authorization No. 5 & Work Authorization No. 6.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves the Contract Amendment 3 to the Professional Services Agreement with HDR Engineering, Inc. to increase the maximum amount payable to $1,328,158.02 (hereto attached as Exhibit A).

Section 3. The Board authorizes the Executive Director to execute the Contract Amendment 3 to the Professional Services Agreement for General Engineering Consultant Services hereby approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 20th day of December, 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

CONTRACT AMENDMENT 3

TO THE PROFESSIONAL SERVICE AGREEMENT

FOR

GENERAL ENGINEERING CONSULTANT SERVICES

BETWEEN

THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AND

HDR ENGINEERING, INC.

CONTRACT AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
FOR GENERAL ENGINEERING CONSULTING SERVICES

THIS CONTRACT AMENDMENT is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for General Engineering Consulting Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and HDR Engineering Inc. (the GEC).

Article II Agreement Period
This revised Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2022.

Article III Compensation
Article III Compensation shall be amended to increase the amount payable under this contract from $1,018,118.62 to $1,407,587.59 for a total increase of $389,468.97 due to additional scope outlined in Work Authorization No. 5 for $310,039.40 and Work Authorization No. 6 for $79,429.57.

This Contract Amendment No. 3 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

AUTHORITY	**GEC**
By: _____	By: _____
Name: Pilar Rodriguez	Name: David Weston
Title: Executive Director	Title: Gulf Coast Area Manager
Hidalgo County Regional Mobility Authority	HDR Engineering, Inc.
Date: _____	Date: _____

Resolution 2021-53
Not Used

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2021-54

CONSIDERATION AND APPROVAL OF CHANGE ORDER 1 TO THE CONSTRUCTION CONTRACT WITH PULICE CONSTRUCTION INC. FOR THE 365 TOLLWAY PROJECT FROM US 281/MILITARY HIGHWAY TO FM 396 (ANZALDUAS HIGHWAY)

THIS RESOLUTION is adopted this 10th day of November, 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, on November 17, 2005, the Texas Transportation Commission (the "Commission") created the Authority pursuant to (i) the Act; (ii) Title 43, Texas Administrative Code; (iii) a petition of the Hidalgo County Commissioners Court (the "County"); and (iv) findings by the Commission that the creation of the Authority would result in certain direct benefits to the State of Texas (the "State"), local governments, and the traveling public and would improve the State's transportation system; and

WHEREAS, the Act allows the Authority to construct transportation projects within the County, including the 365 Tollway Project (the "Project"); and

WHEREAS, the Texas Department of Transportation approved the Project's final design, contract letting and award procedures, and form of construction contract; and

WHEREAS, on August 8, 2021, August 11, 2021, August 15, 2021, August 18, 2021, August 22, 2021, and August 25, 2021 the Authority published a solicitation for Bid #2021-001 for the 365 Tollway Project (Segments 1 and 2), 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 2:27 p.m. on October 13, 2021, and the last bid was received at 2:51 pm on October 13, 2021; and

WHEREAS, at 3:05 p.m. on October 13, 2021, the Authority opened and read into the record three (3) formal sealed, electronic bids for the Project from: (i) Pulice Construction, Inc. , (ii) Webber, LLC., (iii) and Anderson Columbia Co., Inc., in amounts ranging from $295,932,420.25 to $340,409,415.64 for construction of the Project; and

WHEREAS, Pulice Construction, Inc. provided the lowest Project bid in the amount of $295,932,420.25; and

WHEREAS, on October 19, 2021 the Board approved Resolution 2021-46 awarding the construction contract of the 365 Toll Project to the lowest, response and responsible bidder Pulice Construction, Inc. in the amount of $295,932,420.25; and

WHEREAS, the contract is subject to approval of the low bidder from the Texas Department of Transportation, as provided for in Section IV.8(b) of the Project's Project Development, Operation and Maintenance Agreement; no Notice to Proceed ("NTP") shall be issued prior to (i) the issuance of toll revenue bonds providing adequate financing for the Project, including the construction contract, and (ii) concurrence

of the NTP by the Board; and, Upon execution of the construction contract with Pulice Construction, Inc and concurrence by the Texas Department of Transportation, the Executive Director shall initiate a post-award value engineering process in compliance with state and federal laws and guidelines, and with the consent of Pulice Construction, Inc, to identify function oriented techniques to improve the value of the Project or any component thereof, including improvement to schedule, operating costs, constructability, and risk mitigation. Nothing herein authorizes any changes to the Project resulting from such a process that alters any material assumption of the Project's environmental clearance

WHEREAS, pursuant to the Act the Board finds it in the Authority's best interests to initiate a post-award value engineering process in compliance with state and federal laws and guidelines, and with the consent of Pulice Construction, Inc, to identify function oriented techniques to improve the value of the Project or any component thereof, including improvement to schedule, operating costs, constructability, and risk mitigation; without altering scope or environmental justices, hereby authorize terms of Exhibit A and approve Change Order One to Pulice Construction, Inc.;

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 Change Order Number 1 to the construction contract with Pulice Construction Inc. for construction of the 365 Toll Project in substantially final form as attached hereto as Exhibit A.

Section 3. The Board approves Change Order 1 with no issuance of an NTP to Pulice Construction Inc. until such Project scope of the Value Engineering Proposal is approved by the Board of Directors and TxDOT.

Section 4. If the Project scope is not deemed feasible and additional revenue is not available to fully fund the Project, no NTP shall be issued. If NTP is not issued, the Authority shall terminate the contract without incurring any additional costs other than those approved under Change Order 1.

Section 5. The Board hereby authorizes the Executive Director to execute the Change Orders 1 with Pulice Construction Inc.

*****

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 10th day of November, 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A
CHANGE ORDER NUMBER ONE [CO1]
BETWEEN
PULICE CONSTRUCTION, INC.
AND
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FOR
CONSTRUCTION OF
365 TOLLWAY PROJECT

365 TOLLWAY, SEGMENTS 1 AND 2 (365 TOLL PROJECT)

CHANGE ORDER NO. 1

Project Information	**ISSUANCE DATE: November 10, 2021**
Project	365 Toll Project
CSJ	0921-02-368
Owner	Hidalgo County Regional Mobility Authority (HCRMA)
Description and Reason for the Change Order	

This change order is the result of the conditional contract award requiring:

(i) TxDOT concurrence on award, as required in the Project Development Agreement; and

(ii) Withholding NTP until project financeability has been established and completed by the Financing Deadline (described below).

Value Engineering Change Proposal. Item (ii) triggers the Value Engineering Change Proposal ("VECP") process in the Contract (Section V of the Bid Document). Contractor and Owner agree to enter into a VECP process to achieve a total project cost that is financeable, estimated by the Owner's financial advisor to be $280,000,000 (a reduction in project costs, from materials, scope, schedule, etc. of approximately $37,000,000 as established by 30% design (the "Projected Savings")).

Schedule of VECP. Contractor agrees on or before December 1, 2021 Contractor will present Projected Savings acceptable to the Owner based on 30% design (the "Design Deadline"). Unless Contractor extends unit pricing beyond 120 days from the Date of Award (October 19, 2021), the Financing Deadline is February 15, 2022. The Financing Deadline requires closing on toll revenue bonds supporting the Project, which requires that the Contract be executed with a change order by December 8, 2021 that establishes a total Project cost that is, in the estimation of the financial advisor, financeable by the toll revenue bonds.

Costs of VECP. The cost to the Project from developing the Projected Savings concepts to a 30% (preliminary) level under this Change Order will be calculated as the lesser of (a) the sum (5% of the Projected Savings x 30%), estimated to be $562,000, or (b) the direct costs to the Contractor in developing the acceptable Project Savings (the "Cost"). The Cost will be approved by a separate change order. If the Project is financed, the Cost paid to the Contractor will be deducted from the gross savings of the VECP. If the Project is not financed, Owner shall pay the Costs to Contractor. Owner shall own the preliminary design documents created in support of the Projected Savings.

Final design effort including incidental costs for developing Projected Savings concepts to the issued for construction level (VECPs established by a change order and revising the total Contract amount) shall be deducted from the gross savings of the VECP. Owner shall own the final design documents created under VECP.

VECP Savings. Contractor shall present VECP proposed items to Owner as described in Exhibit A for each of the concepts rated A or B. Items the Owner accepts shall be designed to 30% by the Design Deadline. The Projected Savings shall be established by Contractor based on the preliminary design work, regardless of cost increases or decreases in final design.

Contractor's direct costs for preparation of the VECP and Owner's reasonable costs to review and administer the VECP shall be deducted from the gross savings. The gross savings of any accepted Final VECP under the Contract shall be shared between the Owner and Contractor as follows: Owner 40% and Contractor 60%.

For example and by way of illustration, if the VECP Projected Savings were $1,000,000:

VECP Projected Savings	**$1,000,000**	
Preliminary design	$15,000	
Final Design	$35,000	
Owner Costs	$10,000	Division of Balance
Balance	$940,000	Owner: $376,000
		Contractor: $564,000 (*+/- difference in Projected Savings vs Actual Savings)*

Price and Budget

There will be no cost impact associated with this change order. This change order establishes the framework for VECP to achieve Projected Savings to make the Project financeable by toll revenue bonds.

365 TOLL PROJECT, SEGMENTS 1 AND 2

CHANGE ORDER NO. 1

For TxDOT/HCRMA/FHWA use only:	
Days FHWA Non-Participating Co Portion FHWA Non-Participating	N/A $0.00
Project Schedule	
Substantial Completion Date: Final Acceptance Date:	TBD TBD
Signatures	
ACCEPTED: Pulice	Signature: _____ Date: _____
ACCEPTED: HCRMA	Signature: _____ Pilar Rodriguez, Executive Director Date: _____

Exhibit A

VECP Summary Cover Sheet

Item Number	Description	Sketches	Discipline	Advantages	Challenges	ROM	OWNER Comments	New ROW	NEPA Reval
1	Remove the median reduce EMB and MSE	pict01	ROADWAY	- Reduces the fill	- Entrance and exit ramps in the future	14.5 millions Saving		NO	NO
2	Realignment of 365 Toll at crossing with floodway and SP 115	pict02	ROADWAY	- Reduces the length of the 365 bridge - SP 155 crosses over 365 Toll	- Keep existing access along SP115			YES	YES
3	Alternative Route Between Jackson Rd & E. Thomas Dr	pict16	ROADWAY	- Reduces leeve affection				YES	YES
4	Realignment of WB 365 Toll at Dicker Rd	pict03	ROADWAY	- Reduces footprint and embankment	- Reconfigure proposed			NO	NO
5	Project Start Optimization - Keep current FR from STA 666+00 to 686+00.	pict9	ROADWAY	- Pavement and fill reduction	- Current pavement	2.6 million Savings		NO	NO
6	Reduce number of mainlanes from 2 to 1 around FM 494 (Shary Rd)	pict08	ROADWAY	- Reduces the width of two overpasses - Pavement and fill reduction		1.4 Millions for item 6 and 7		NO	NO
7	To remove one line in 365 TOLL EB MAINLANES from 736+00 to 782+00 aprox.	pict33	ROADWAY	- Reduces pavement and embankment		see above item 6		NO	NO
8	Reduce shoulder with from 12' to 4' in the WB Mainlane Typical Section from STA 803+00 TO STA 835+00	pict05	ROADWAY	- Pavement and fill reduction		260 k		NO	NO
9	Revise Ramp Design Between Jackson Rd and Route 281. Eliminate Auxiliary Lane.	pict11	ROADWAY	- Pavement and fill reduction	- Traffic analysis maybe needed	500 K		NO	NO
10	Replace bridges over drainage ditch with MBCs	pict07	ROADWAY	- Removes four overpasses - Lower mainlane PGL				NO	NO
11	SH336 Reverse Stacking	pict15	ROADWAY	- Reduces embankment				NO	MAYBE
12	Revise Vertical Clearance over S. Depot. Rd & Route 115	pict12	ROADWAY	- Bridge and Wall Surface Reduction				NO	NO
13	Reconfigure I Road (Veterans Blvd) to Cross over 365 Toll	pict04	ROADWAY	Remov[illegible]teel bridge	- Reconfigure Thomas Drive	6.1 Million		YES	MAYBE
14	Reconfigure I Road (Veterans Blvd) to Cross over 365 Toll	pict30	ROA[illegible]WAY						
15	I Road Overpass Remove lateral spans	pict25	ROA[illegible]WAY	- Reduces br[illegible]	- Irrigation structure under			NO	NO
16	Revise U-Turns Design on those Overpasses where it is no[illegible] expected a future widening.	p[illegible]10	ROA[illegible]WA	- Reduces Bridge Surface	- Confirm future/ultimate			NO	NO
17	Replace San Juan Canal bridges with precast[illegible]lverts	pict06	S[illegible]CTURE	- Removes two overpasses - Lower mainlane PGL				NO	NO
18	Reduce pavement th[illegible]ness using sam[illegible]t parameter[illegible] and following [illegible]OT Pavement Design M[illegible]l 21 (TxCRCP-ME)	pict20	PAVEMENT	- Reduce thicness 1"	- Pilar to provide the cross sections and calculations	2.5 million Savings		NO	NO
19	Reduce paveme[illegible]hickness following T[illegible]OT Pavement Design Manual 2[illegible]nd increasing Conc[illegible]te Modulus of Rupture (720 psi)	pict21	PAVEMENT	- Reduce thicness	- Provide docs to show that value of the concrete modulus of rupture	2.5 million Savings		NO	NO
20	Reduce pavement thickness considering as a design period 30 years	pict22	PAVEMENT	- Reduce thicness	- Possible Maintanance increase	2.5 million Savings		NO	NO
21	Change CTB Type from plant mix to road mix		PAVEMENT	- Reduce cost		3.7 Million			
22	Overpass at FM 494 (Shary Rd) Decrease of number of girders	pict18	STRUCTURE	- Reduces girder elements	- Increasing fci'	68 k		NO	NO
23	Overpass at FM 494 (Shary Rd) Equal spans length	pict24	STRUCTURE			100 k		YES	NO
24	Overpass at FM 494 (Shary Rd) optimize abutment piles	pict27	STRUCTURE			100 k		YES	NO
25	Floodway Bridge at SP 115 Decrease of bridge are (removing spans) by means of box underpass and embankment	pict19	STRUCTURE	- Reduces bridge area				NO	MAYBE

EXAMPLE LIST

Exhibit A

This form is to be utilized for each VECP concept identified for further processing A's or B's. All VECP Recommendation write-ups are to be attached to the VECP cover spreadsheet list (sample included).

VECP Recommendation No. *{Insert concept number}*

Baseline

(Brief description of original design impacted by this concept}

Recommendation

(Brief description of value engineering concept being proposed}

Advantages	**Disadvantages**
• *{Summary list of advantages of implementing this VE concept}*	• *{Summary list of disadvantages of implementing this VE concept}*

Exhibit A

Results of Analysis Summary
Potential effects on cost • *{List effects of implementing this VE concept* • • • •
Potential effects on schedule • *{List effects of implementing this VE concept* • • • •
Potential effects on traffic & revenue • *{List effects of implementing this VE concept* • • • •
Potential effects on maintenance • *{List effects of implementing this VE concept* • • • •
Potential effects on quality • *{List effects of implementing this VE concept* • • • •
Potential effects on operations • *{List effects of implementing this VE concept* • • • •

Exhibit A

	Cost (M $)	Const Schedule (Mo)	Design Schedule (Mo)
Baseline	*{Construction Cost of original work items impacted}*	*{only applicable if impact to schedule}*	*{Design duration}*
Recommendation	*{Construction Cost of recommended work items*		
GEC Independent estimate of cost & schedule			
Savings (Added)	*{Construction Cost savings}*		

Exhibit A

Discussion/Sketches/Photos
Baseline Design: *{Detailed description of original design including photos or sketches to allow reader to quickly orient themselves with the context of the engineering to be impacted.}* **Recommendation:** *{Detailed description of value engineering concept being proposed. Include high level sketches or photos to provide the reader enough information to fully grasp the changes being proposed.}*

Exhibit A

Assumptions/Calculations
{Utilize this space for assumptions and minor calculations that are most appropriate to be shown here. More detailed engineering data such as plan sheets, complex calculation workbooks, Geopak data, and electronic files will be submitted under separate cover (i.e. Backup Data) for the HCRMA and GEC to review. It will not be attached to the VECP Summary Document. *Backup Data shall include a description of the QC process being implemented during this initial phase of VE development. In general, the QC process outlines the review process between the originator and reviewer including the level of detail that will be reviewed. A QC cover sheet with signatures from the reviewer and originator (person responsible for VE concept development) is required for each VE concept.}* *{The table below is the detailed breakdown of how the cost savings are realized}*

Item Description	**Unit**	**Baseline**			**Recommendation**		
		Qty.	**Unit Cost**	**Total**	**Qty**	**Unit Cost**	**Total**
Totals		**Baseline**			**Recommendation**		
					Cost Savings (Added)		

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-55

APPROVAL OF CONTRACT AMENDMENT 8 TO THE PROFESSIONAL SERVICES AGREEMENT WITH S&B INFRASTRUCTURE FOR A NO-COST TIME EXTENSION TO PROVIDE PLANS, SPECIFICATIONS AND ESTIMATES FOR THE 365 TOLLWAY PROJECT, SEGMENT 1

THIS RESOLUTION is adopted this 23rd of November 2021 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 October 27, 2011, the Authority awarded a professional service agreement for engineering services to S&B Infrastructure (the "Consultant") for design work, including plans, specifications, and estimates, for the Trade Corridor Connector ("SH 365 TCC") and on May 2, 2012, by Resolution 2012-11, the Authority amended and restated that agreement (the "Amended and Restated Agreement") in the maximum payable amount of $4,363,952.78; and

WHEREAS, on May 2, 2011 the Authority approved by Resolution 2012-11 Work Authorization 1 under the Amended and Restated Agreement in the amount of $887,287.51; and

WHEREAS, on November 21, 2012, the Authority Amended and Restated by Resolution 2012-37 the professional service agreement with the Consultant to perform plans, specifications and estimates for the revised State Highway 365 (SH 365) project limits from East of McColl Road (Project Station 986+00) to US 281/Military Highway and to revise the DBE/HUB reporting requirements in the amount of $350,386.28. The Consultants maximum payable amount was revised from $4,363,952.78 to $4,714,339.28 and Work Authorization 1 remained in the amount of $887,287.51; and

WHEREAS, on December 18, 2013, the Authority approved by Resolution 2013-63 Work Authorization Number 2 to the Professional Service Agreement with S&B Infrastructure for final plans, specifications and estimates for the SH 365 Project from McColl Road to US 281/Military Highway in the amount of $3,611,450.16; and

WHEREAS, on June 23, 2015, the Authority approved Resolution 2015-34 Work Authorization 2 Supplemental 1 to the Professional Service Agreement with S&B Infrastructure to provide irrigation details for the SH365 Project from McColl Road to US 281/Military Highway in the amount of $100,244.60; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-45 Work Authorization 1 Supplemental 1 to the Professional Service Agreement with S&B Infrastructure for a no-cost time extension for State Highway 365 Segment I Schematics and Route Studies; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-53 Work Authorization 2 Supplemental 2 to the Professional Service Agreement with S&B Infrastructure to provide "I" Road Steel Bridge Design for the State Highway 365 Segment I Project in the amount of $415,016.03; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-54 Contract Amendment 1 to the Professional Service Agreement with S&B Infrastructure to increase the maximum payable amount for Work Authorization 1 Supplemental 1 and Work Authorization 2 Supplemental 2 in the amount of $299,599.02 for a revised maximum payable amount of $ 5,013,998.30; and

WHEREAS, on December 15, 2015, the Authority approved Resolution 2015-83 Work Authorization 1 Supplemental 2 to the Professional Service Agreement with S&B Infrastructure for a no-cost time extension; and

WHEREAS, on December 15, 2015, the Authority approved Resolution 2015-84 Work Authorization 2 Supplemental 3 to the Professional Service Agreement with S&B Infrastructure to provide a no-cost time extension; and

WHEREAS, on February 23, 2016, the Authority approved by Resolution 2016-16 Work Authorization 2 Supplemental 4 to the Professional Service Agreement with S&B Infrastructure to revise the Plans, Specifications and Estimates to include concrete pavement for the State Highway 365 Segment 1 Project in the amount of $101,638.21; and

WHEREAS, on February 23, 2016, the Authority approved by Resolution 2016-17 Contract Amendment 2 to the Professional Service Agreement with S&B Infrastructure to increase the maximum payable amount for Work Authorization 2 Supplemental 4 in the amount of $101,638.21 for a revised maximum payable amount of $5,115,636.51; and

WHEREAS, on June 28, 2016 the Authority approved Resolution 2016-85 Work Authorization 2 Supplemental 5 to the Professional Service Agreement with S&B Infrastructure to revise the final plans, specifications and estimates for Segment 1 of the 365 Tollway Project due to off-system designation and plan set consolidation required by the Texas Department of Transportation in the amount of $35, 238.42; and

WHEREAS, on June 28, 2016 the Authority approved Resolution 2016-86 Contract Amendment 3 to the Professional Service Agreement with S&B Infrastructure to increase the maximum payable amount for Work Authorization 2 Supplemental 5 in the amount of $35,238.42 for a revised maximum payable amount of $5,150,874.93; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-104 Work Authorization 1 Supplemental 3 to the Professional Service Agreement with S&B Infrastructure for a no-cost time extension to provide routes to the 365 Tollway Project ; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-115 Work Authorization 2 Supplemental 6 to the Professional Service Agreement with S&B Infrastructure to

provide PS&E due to the addition of signalized intersection at FM 2061/Juan Balli and 365 Tollway in the amount of $26,851.26; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-116 Contract Amendment 4 to the Professional Service Agreement with S&B Infrastructure to increase the maximum payable amount for Work Authorization 2 Supplemental 6 in the amount of $26, 851.26 for a revised maximum payable amount of $5,177,726.19; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-13 Work Authorization 2 Supplemental 7 to the Professional Service Agreement with S&B Infrastructure for a no-cost time extension for the 365 Tollway Project ; and

WHEREAS, on March 28, 2017 the Authority approved Resolution 2017-30 Work Authorization 3 to the Professional Service Agreement with S&B Infrastructure for realignment of Hidalgo County Irrigation District Number 2 Laterals "B" and "C" as part of the 365 Tollway Project in the amount of $274,111.29; and

WHEREAS, on April 25, 2017 the Authority approved Resolution 2017-47 Contract Amendment 5 to the Professional Service Agreement with S&B Infrastructure for Work Authorization 3 in the amount of $274,111.29, for a revised maximum payable amount of $5,451,837.48; and

WHEREAS, on October 24, 2017 the Authority approved Resolution 2017-84 – Approval of Work Authorization Number 4 to the Professional Service Agreement with S&B Infrastructure to provide digital cross-section for use as part of the 365 Tollway bid documents in the amount of $5,576.64;

WHEREAS, on October 24, 2017 the Authority approved Resolution 2017-85 Contract Amendment 6 to the Professional Service Agreement with S&B Infrastructure for Work Authorization 4 in the amount of $5,576.64, for a revised maximum payable amount of $5,457,414.12; and

WHEREAS, on the 26th of June 2018 the Authority approved Resolution 2018-25 – Contract Amendment 7 to the Professional Services Agreement with S&B Infrastructure, Ltd for a no-cost time extension to provide plans, specifications and estimates for the 365 Tollway Project Segment 1; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-55 – Contract Amendment 8 to the Professional Services Agreement with S&B Infrastructure, Ltd for a no-cost time extension to provide plans, specifications and estimates for the 365 Tollway Project Segment 1.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Contract Amendment 8 to the Professional Service Agreement with S&B Infrastructure for a no-cost time extension to provide plans, specifications and estimates for the 365 Tollway Project Segment 1, attached hereto as Exhibit A.

Section 3. The Board hereby authorizes the Executive Director to execute Contract Amendment 8 as approved on November 23, 2021.

*****

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 23rd of November 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

CONTRACT AMENDMENT 8
TO PROFESSIONAL SERVICE AGREEMENT WITH S&B INFRASTRUCTURE
FOR PS&E FOR THE 365 TOLLWAY PROJECT

TO
AMENDED AND RESTATED PROFESSIONAL SERVICE AGREEMENT WITH
S&B INFRASTRUCTURE

SUPPLEMENTAL AGREEMENT NO. 8
TO PROFESSIONAL SERVICES
AGREEMENT FOR ENGINEERING / DESIGN SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 8 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Attachment A General Provisions Section 6 Supplemental Agreements 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 S&B Infrastructure, LTD (the Engineer).

The following terms and conditions of the Agreement are hereby amended as follows:

Article II Agreement Period
This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2023.

This Supplemental Agreement No. 8 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Agreement is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER	**THE AUTHORITY**
(Signature)	(Signature)
Daniel Rios, P.E.	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
President	Executive Director
(Title)	(Title)
(Date)	**(Date)**

HIDALGO COUNTY REGIONAL MOBILITY

AUTHORITY BOARD RESOLUTION No. 2021-56

APPROVAL OF CONTRACT AMENDMENT NUMBER 3 TO THE PROFESSIONAL SERVICE AGREEMENT WITH L&G ENGINEERING FOR A NO-COST TIME EXTENSION TO PROVIDE PLANS, SPECIFICATION AND ESTIMATES FOR THE 365 TOLLWAY PROJECT, SEGMENTS 2 & 4

THIS RESOLUTION is adopted this 23rd of November 2021 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 April 13, 2011, the Authority awarded a Professional Service Agreement for engineering services to L&G Engineering (the "Consultant") for design work, including plans, specifications, and estimates, for the Trade Corridor Connector ("SH 365/TCC") and on May 2, 2012, by Resolution 2012-10, the Authority amended and restated that agreement (the "Amended and Restated Agreement") in the maximum payable amount of $5,887,542.43; and

WHEREAS, on May 2, 2012, the Authority Approved Resolution 2012-10 Work Authorization 1 under the Amended and Restated Agreement in the amount of $998,837.67; and

WHEREAS, on October 28, 2012, the Authority approved Resolution 2012-30 Work Authorization 1 Supplemental 1 to the Amended and Restated Agreement to perform preliminary engineering services for SH 365 from FM 396 to FM 1016 in the amount of $310,893.87; and

WHEREAS, on November 21, 2012, the Authority approved Resolution 2012-36 the Amended and Restated professional service agreement with the Consultant to prepare plans, specifications and estimates for the revised SH 365 project limits from FM 1016 to East of McColl Road (Project Station 986+00) and to revise the DBE/HUB reporting requirements in the amount of $27,558.89 for a revised maximum payable amount of $5,915,101.32; and

WHEREAS, on November 20, 2013, the Authority approved Resolution 2013-58 Work Authorization 2 to the Amended and Restated Professional Service Agreement with the Consultant to provide bridge layouts and geotechnical investigation for the proposed structure over the International Boundaries and Water Commission Interior Floodway in the amount of $288,223.86 was approved; whereas only $283,023.23 was expended; and

WHEREAS, on December 18, 2013, the Authority approved Resolution 2013-64 Work Authorization 3 to the Professional Service Agreement in the amount of $3,719,885.81 for final plans, specifications and estimates for the State Highway 365 Project from McColl Road to FM 396; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-42 Work Authorization 2 Supplemental 1 to the Professional Service Agreement with the Consultant for a no-cost time extension to provide bridge layouts and geotechnical investigation for the proposed structure over the International Boundaries and Water Commission Interior Floodway; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-43 Work Authorization 3 Supplemental 1 to the Professional Service Agreement with the Consultant for a no-cost time extension to provide final plans, specifications and estimates for the State Highway 365 Project; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-81 Work Authorization 2 Supplemental 2 to the Professional Service Agreement with the Consultant for a no-cost time extension to provide bridge layouts and geotechnical investigation for the proposed structure over the International Boundaries and Water Commission Interior Floodway; and

WHEREAS, on December 15, 2015, the Authority approved Resolution 2015-82 Work Authorization 3 Supplemental 2 to the Professional Service Agreement with the Consultant for a no-cost time extension to provide final plans, specifications and estimates for the State Highway 365 Project; and

WHEREAS, on February 23, 2016 the Authority has approved Resolution 2016-18 Work Authorization 3 Supplemental 3 to the Professional Service Agreement with L&G Engineering to revise the Plans, Specifications and Estimates to include concrete pavement for the State Highway 365 Segment 2 Project in the amount of $117,011.65; and

WHEREAS, on June 28, 2016 the Authority has approved Resolution 2016-84 Work Authorization 3 Supplemental 4 to the Professional Service Agreement with L&G Engineering to revise the Final Plans, Specifications and Estimates for the State Highway 365 Segment 2 Project in the amount of $34,839.78; and

WHEREAS, on June 28, 2016 the Authority approved Resolution 2016-103 Work Authorization 2 Supplemental 3 to the Professional Service Agreement with L&G Engineering for a no-cost time extension to provide the International Boundaries and Water Commission bridge layouts for the 365 Tollway Project; and

WHEREAS, on January 28, 2017 the Authority approved Resolution 2017-04 Work Authorization 3 Supplemental 5 to the Professional Service Agreement with L&G Engineering for Anzalduas Bridge Proposed Illumination for the 365 Tollway Segment 2 Project in the amount of $27,301.03; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-12 Work Authorization 3 Supplemental 6 to the Professional Service Agreement with L&G Engineering for a no cost time extension; and

WHEREAS, on March 28, 2017 the Authority approved Resolution 2017-33 Work Authorization 2 Supplemental 4 to the Professional Service Agreement with L&G Engineering for a no cost time extension; and

WHEREAS, on October 24, 2017 the Authority approved Resolution 2017-86 Approval of Work Authorization Number 5 to the Professional Service Agreement with L&G Engineering to provide digital cross-section for use as part of the 365 Tollway bid documents in the amount of $5,470.88; and

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-26 Approval of Contract Amendment Number 1 to the Professional Service Agreement with L&G Engineering for a no-cost time extension to provide plans, specifications, and estimates for the 365 Tollway Project, Segments 2 & 4; and

WHEREAS, on July 27, 2021, the Authority approved Resolution 2021-23 Approval of Work Authorization Number 6 to the Professional Service Agreement with L&G Engineering for re-design effort pertaining to HCID 2 Access in the amount of $440,070.95; and

WHEREAS, on July 27, 2021, the Authority approved Resolution 2021-24 Approval of Contract Amendment Number 2 to the Professional Service Agreement with L&G Engineering to increase and the maximum payable amount for Work Authorization Number 6 in the amount of $22,233.55; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-56 Approval of Contract Amendment Number 3 to the Professional Service Agreement with L&G Engineering for a no-cost time extension to provide plans, specifications sand estimates for the 365 Tollway Project, segments 2&4.

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 2021-56 to the Professional Service Agreement with L&G Engineering for Contract Amendment 3 for a no-cost time extension to provide plans, specifications, and estimates for the 365 Tollway Project; hereto attached as Exhibit A.

Section 3. The Board hereby authorizes the Executive Director to execute Contract Amendment 3 as approved on November 23, 2021

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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 23rd of November 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

CONTRACT AMENDMENT NO. 3
TO PROFESSIONAL SERVICE AGREEMENT
WITH L&G ENGINEERING FOR PS&E FOR THE
365 TOLLWAY PROJECT

TO THE AMENDED AND RESTATED
PROFESSIONAL SERVICE AGREEMENT WITH
L&G ENGINEERING

SUPPLEMENTAL AGREEMENT NO. 3
TO PROFESSIONAL SERVICES
AGREEMENT FOR ENGINEERING / DESIGN SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 3 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Attachment A General Provisions Section 6 Supplemental Agreements 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 the Agreement are hereby amended as follows:

Article II Agreement Period
This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2023.

This Supplemental Agreement No. 3 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Agreement is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
_____	Executive Director
(Title)	(Title)
_____	_____
(Date)	**(Date)**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-57

APPROVAL OF CONTRACT AMENDMENT NUMBER 5 TO PROFESSIONAL SERVICE AGREEMENT WITH TEDSI INFRASTRUCTURE GROUP FOR A NO COST TIME EXTENSION TO PROVIDE INTELLIGENT TRAFFIC SYSTEM AND TOLL INTEGRATION SERVICES

THIS RESOLUTION is adopted this 23rd day of November 2021, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County; and

WHEREAS, on February 22, 2012 the Authority approved by Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, on February 22, 2012, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on March 31, 2014, by Resolution 2014-30 the Board of Directors authorized the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for ITS & Toll Designer Services; and

WHEREAS, on April 23, 2014, by Resolution 2014-39 the Technical Committee has rated and ranked the Statements of Qualifications for the ITS & Toll Designer Services and recommends that the top two firms of TEDSI Infrastructure Group and Maldonado-Burkett be interviewed by the Board of Directors; and

WHEREAS, on April 23, 2014, by Resolution 2014-39 the Board of Directors accepted the Technical Committee short list ranking and authorized staff to schedule formal interviews with TEDSI Infrastructure Group and Maldonado-Burkett at the next available regular meeting: and

WHEREAS, on May 21, 2014, by Resolution 2014-48 the Board of Directors interviewed all the short listed firms for ITS & Toll Designer Services for the Hidalgo County Loop System, determined a final ranking and authorize HCRMA Staff to negotiate with TEDSI Infrastructure Group; and

WHEREAS, on July 23, 2014, by Resolution 2014-75 the Authority approved the Professional Service Agreement with TEDSI Infrastructure Group for ITS and Toll Designer Services for the Hidalgo County Loop System for a maximum payable amount of $270,100.69; and

WHEREAS, on July 23, 2014, the Authority approved by Resolution 2014-76 Work Authorization 1 to the Professional Service Agreement with TEDSI Infrastructure Group to provide Concept of Operations and Business Rules for the Hidalgo County Loop System in the amount of $270,100.69; and

WHEREAS, on May 28, 2015, the Authority approved by Resolution 2015-25 Work Authorization 2 to the Professional Service Agreement with TEDSI Infrastructure Group for detailed toll infrastructure cost estimates for the State Highway 365 Project in the amount of $14,219.84; and

WHEREAS, on June 23, 2015, the Authority approved by Resolution 2015-36 Work Authorization 3 to the Professional Service Agreement with TEDSI Infrastructure Group for toll integration for the State Highway 365 project in the amount of $318,116.48; and

WHEREAS, on June 23, 2015 the Authority approved by Resolution 2015-37 for Contract Amendment 1 and Contract Amendment 2 to the Professional Service Agreement with TEDSI Infrastructure Group to increase the maximum payable amount by $14,219.84 and $318,116.48 for Work Authorization 2 & 3 respectively in the amount of $332,336.32 for a revised maximum payable amount of $602,437.01; and

WHEREAS, on March 22, 2016, the Authority approved by Resolution 2016-41 Work Authorization 4 to the Professional Service Agreement with TEDSI Infrastructure Group to provide toll gantries and related appurtenances for the State Highway 365 Project in the amount of $820,168.30; and

WHEREAS, on March 22, 2016, the Authority approved by Resolution 2016-42 Contract Amendment 3 to the Professional Service Agreement with TEDSI Infrastructure Group to increase the maximum payable amount by $820,168.30 for Work Authorization 4 for a revised maximum payable amount of $1,442,605.31; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-70 Work Authorization 3 Supplemental 1 to the Professional Service Agreement with TEDSI Infrastructure Group for a no cost time extension for the Hidalgo County Loop System; and

WHEREAS, on July 26, 2016 the Authority approved Resolution 2016-100 Work Authorization 4 Supplemental 1 to the Professional Service Agreement with TEDSI Infrastructure Group for a no cost time extension for the 365 Tollway Project; and

WHEREAS, on March 28, 2017 the Authority approved Resolution 2017-31 Work Authorization 3 Supplemental 2 to the Professional Service Agreement with TEDSI Infrastructure Group for toll integration for the State Highway 365 project for a no cost time extension; and

WHEREAS, on March 28, 2017 the Authority approved Resolution 2017-32 Work Authorization 4 Supplemental 2 to the Professional Service Agreement with TEDSI Infrastructure Group to provide toll gantries and related appurtenances for the State Highway 365 Project for a no cost time extension; and

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-27 Contract Amendment Number 4 to the Professional Service Agreement with TEDSI Infrastructure Group for a no-cost time extension to provide Intelligent Traffic System and Toll Integration Services; and

WHEREAS, on the Authority finds it necessary to approve Resolution 2021-57 Contract Amendment Number 5 to the Professional Service Agreement with TEDSI Infrastructure Group for a no-cost time extension to provide Intelligent Traffic System and Toll Integration Services.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Contract Amendment Number 5 to the Professional Service Agreement with TEDSI Infrastructure Group for a no-cost time extension to provide Intelligent Traffic System and Toll Integration Services, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 5 to the Professional Service Agreement with TEDSI Infrastructure Group for ITS & Toll Designer Services as approved by the Board.

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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 23rd day of November 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

Contract
Amendment Number 5

To The

Professional Service
Agreement

With

Tedsi Infrastructure
Group

For

ITS & Toll Designer
Services

SUPPLEMENTAL AGREEMENT NO. 5
TO PROFESSIONAL SERVICES
AGREEMENT FOR ENGINEERING / DESIGN SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 5 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Attachment A General Provisions Section 6 Supplemental Agreements 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 TEDSI Infrastructure Group, Inc. (the Engineer).

The following terms and conditions of the Agreement are hereby amended as follows:

Article II Agreement Period
This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2023.

This Supplemental Agreement No. 5 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Agreement is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
_____	Executive Director
(Title)	(Title)
_____	_____
(Date)	**(Date)**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION 2021-58

APPROVAL OF CONTRACT AMENDMENT NUMBER 2TO THE PROFESSIONAL SERVICE AGREEMENT WITH S&B INFRASTRUCTURE FOR NO-COST TIME EXTENSION FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT

THIS RESOLUTION is adopted this 23rd of November 2021, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies I the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work product; and also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue request for participation; and

WHEREAS, on March 28, 2012 the Authority approved Resolution 2012-06 to adopted a Strategic Plan that prioritizes the State Highway 365 (SH 365), International Bridge Trade Corridor (JBTC) and State Highway 68 (SH 68) Projects; and

WHEREAS, on October 10, 2013, the Authority approved Resolution 2013-41 for the use of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for Statements of Qualifications for the International Bridge on the Technical Committee rated, ranked and recommended a short list to the Board of Directors; and

WHEREAS, on November 20, 2013 the Authority approved Resolution 2013-52 where the Board of Directors short listed TEDSI Infrastructure Group, S&B Infrastructure, Halff & Associates, L&G Engineering and Unites Consulting Engineers for Engineering Services; and

WHEREAS, on November 20, 2013, the Authority approved Resolution 2013-55 to close on the Vehicle Registration Fee Revenue and Refunding Bond Series 2013 and has programmed the funds for the advance project development of the SH 365 and IBTC Projects; and

WHEREAS, on January 22, 2014, the Authority approved Resolution 2013-61 where the Board of Directors interviewed the short listed firms and selected Halff & Associates, TEDSI Infrastructure Group and S&B Infrastructure for Engineering Services and authorized Authority staff to negotiate a Professional Service Agreement with each firm; and

WHEREAS, on April 23, 2014, staff has negotiated a Professional Service Agreement with S&B Infrastructure and the Authority approved Resolution 2014-33 granting a Professional Service Agreement to S&B Infrastructure to prepare plans, specifications and estimates for the IBTC Project in the amount of $1,550,333.15; hereto attached as Exhibit A; and

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-28 Approval of Contract Amendment Number 1 to the Professional Services Agreement with S&B Infrastructure, Ltd for a no-cost time extension to provide plans, specifications and estimates for the International Bridge Trade Corridor Project, Segment 1 (365 Toll Interchange to Approx. STA 350+00); and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-58 Approval of Contract Amendment Number 2 to the Professional Services Agreement with S&B Infrastructure, Ltd for a no-cost time extension to provide plans, specifications and estimates for the International Bridge Trade Corridor Project, Segment 1 (365 Toll Interchange to Approx. STA 350+00);

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Resolution 2021-58 to the Professional Service Agreement with S&B Infrastructure for a no-cost time extension to provide plans, specifications and estimates for the International Bridge Trade Corridor Project, hereto attached as Exhibit A.

Section 3. The Board hereby authorizes the Executive Director to execute Contract Amendment Number 2 to the Professional Service Agreement with S&B Infrastructure as approved by the Board.

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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 23rd day of November 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

CONTRACT AMENDMENT NUMBER 2 TO THE
PROFESSIONAL SERVICE AGREEMENT WITH
S&B INFRASTRUCTURE
FOR
INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT
PLANS, SPECIFICATIONS & ESTIMATES

SUPPLEMENTAL AGREEMENT NO. 2
TO PROFESSIONAL SERVICES
AGREEMENT FOR ENGINEERING / DESIGN SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 2 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Attachment A General Provisions Section 6 Supplemental Agreements 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 S&B Infrastructure, LTD (the Engineer).

The following terms and conditions of the Agreement are hereby amended as follows:

Article II Agreement Period
This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2023.

This Supplemental Agreement No. 2 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Agreement is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
_____	Executive Director
(Title)	(Title)
_____	_____
(Date)	**(Date)**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-59

APPROVAL OF CONTRACT AMENDMENT NUMBER 4 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HALFF & ASSOCIATES FOR A NO-COST TIME EXTENSION TO PROVIDE PLANS, SPECIFICATIONS AND ESTIMATES FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT, SEGMENT 1 (APPROX. STA 350+00 TO VALLEYVIEW INTERCHANGE)

THIS RESOLUTION is adopted this 23rd day of November 2021, 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 March 28, 2012 by Resolution 2012-06 the Authority has adopted a Strategic Plan that prioritizes the State Highway 365 (SH 365), International Bridge Trade Corridor (IBTC) and State Highway 68 (SH 68) Projects; and

WHEREAS, on October 16, 2013, by Resolution 2013-40 the Authority closed on the Vehicle Registration Fee Revenue and Refunding Bond Series 2013 and has programmed the funds for the advance project development of the SH 365 and IBTC Projects; and

WHEREAS, October 16, 2013, the Authority approved by Resolution 2013-41 authorized the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for Engineering Services for the International Bride Trade Corridor Project; and

WHEREAS, on November 20, 2013, by Resolution 2013-52 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Engineering and Geotechnical Services and has recommended a short list of firms to be interviewed by the Board of Directors; and

WHEREAS, on January 22, 2014, by Resolution 2013-61 the Board of Directors interviewed the short listed firms and selected Halff Associates, TEDSI Infrastructure Group and S&B Infrastructure for Engineering Services and authorized Authority staff to negotiate a Professional Service Agreement with each firm; and

WHEREAS, on April 23, 2014, the Authority approved Resolution 2014-35 a Professional Service Agreement with Halff & Associates to prepare plans, specifications and estimates for the IBTC Project in the amount of $1,988,674.98; and

WHEREAS, on July 23, 2014, the Authority approved Resolution 2014-68 Work Authorization Number 2 to the Professional Service Agreement with Halff Associates to prepare plans, specifications and estimates for the relocation of the Valley View Road Lift Station in the amount of $65,000.00; and

WHEREAS, on July 23, 2014, the Authority approved Resolution 2014-77 Contract Amendment 1 to the Professional Service Agreement with Halff Associates to increase the maximum payable amount for Work Authorization Number 2 in the amount of $65,000.00 for a revised maximum payable amount of $2,053,674.98; and

WHEREAS, on November 20, 2014, the Authority approved Resolution 2014-109 Work Authorization Number 1 Supplemental Number 1 to the Professional Service Agreement with Halff Associates for plans, specifications and estimates for the IBTC Project to update the 100 year flood plain elevations in the amount of $46,150.88; and

WHEREAS, on November 20, 2014, the Authority approved Resolution 2014-110 Contract Amendment 2 to the Professional Service Agreement with Halff Associates to increase the maximum payable amount for Work Authorization Number 1 Supplemental Number 1 to in the amount of $46,150.88 for a revised maximum payable amount of $2,099,825.11; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-23 to correct a mathematical error of $0.75 to Contract Amendment Number 2 for a revised amount of $2,099,825.86.

WHEREAS, on February 28, 2017 the Authority of approved Resolution 2017-23 Work Authorization 3 to the Professional Service Agreement with Halff Associates to complete the services on Work Authorization 2 with the remaining $5,000.00 and a new termination date of December 31, 2017; and

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-29 Contract Amendment Number 3 to the Professional Service Agreement with Halff Associates for a no-cost time extension to provide plans, specifications and estimates for the International Bridge Trade Corridor, Segment 1 (Approximately STA. 350+00 to Valleyview Interchange); and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-59 Contract Amendment Number 4 to the Professional Service Agreement with Halff Associates for a no-cost time extension to provide plans, specifications and estimates for the International Bridge Trade Corridor, Segment 1 (Approximately STA. 350+00 to Valleyview Interchange);

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 Resolution 2021-59 Contract Amendment Number 4 to the Professional Service Agreement with Halff Associates for a no-cost time extension to provide plans, specifications and estimates for the International Bridge Trade Corridor Project, Segment 1 (Approx. STA 350+00 to Valleyview Interchange), hereto attached as Exhibit A.

Section 3. The Board hereby approves the Executive Director to execute Contract Amendment Number 4 to the Professional Services Agreement for Engineering with Halff Associates, as approved by the Board.

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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 23rd of November 2021, at which meeting a quorum was present.

S. David Deanda, Jr., CHAIRMAN

Ezequiel Reyna, Jr., SECRETARY/TREASURER

EXHIBIT A

CONTRACT AMENDMENT NUBER 4 TO THE

PROFESSIONAL SERVICES AGREEMENT WITH

HALFF & ASSOCIATES

FOR

INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT,

SEGMENT 1

SUPPLEMENTAL AGREEMENT NO. 4
TO PROFESSIONAL SERVICES
AGREEMENT FOR ENGINEERING / DESIGN SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 4 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Attachment A General Provisions Section 6 Supplemental Agreements 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 Halff Associates, Inc. (the Engineer).

The following terms and conditions of the Agreement are hereby amended as follows:

Article II Agreement Period
This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2023.

This Supplemental Agreement No. 4 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Agreement is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
_____	Executive Director
(Title)	(Title)
_____	_____
(Date)	**(Date)**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-60

APPROVAL OF CONTRACT AMENDMENT NUMBER 2 TO THE PROFESSIONAL SERVICE AGREEMENT WITH TEDSI INFRASTRUCTURE GROUP FOR A NO-COST TIME EXTENSION TO PROVIDE PLANS, SPECIFICATIONS AND ESTIMATES FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT

THIS RESOLUTION is adopted this 23rd day of November 2021, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies I the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work product; and also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue request for participation; and

WHEREAS, on March 28, 2012 the Authority approved Resolution 2012-06 to adopted a Strategic Plan that prioritizes the State Highway 365 (SH 365), International Bridge Trade Corridor (JBTC) and State Highway 68 (SH 68) Projects; and

WHEREAS, on October 10, 2013, the Authority approved Resolution 2013-41 for the use of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for Statements of Qualifications for the International Bridge on the Technical Committee rated, ranked and recommended a short list to the Board of Directors; and

WHEREAS, on November 20, 2013 the Authority approved Resolution 2013-52 where the Board of Directors short listed TEDSI Infrastructure Group, S&B Infrastructure, Halff & Associates, L&G Engineering and Unites Consulting Engineers for Engineering Services; and

WHEREAS, on November 20, 2013, the Authority approved Resolution 2013-55 to close on the Vehicle Registration Fee Revenue and Refunding Bond Series 2013 and has programmed the funds for the advance project development of the SH 365 and IBTC Projects; and

WHEREAS, on January 22, 2014, the Authority approved Resolution 2013-61 where the Board of Directors interviewed the short listed firms and selected Halff & Associates, TEDSI Infrastructure Group and S&B Infrastructure for Engineering Services and authorized Authority staff to negotiate a Professional Service Agreement with each firm; and

WHEREAS, on April 23, 2014 the Authority approved by Resolution 2014-34 a Professional Service Agreement with TEDSI Infrastructure Group for the preparation of plans, specifications and estimates for the IBTC Project in the amount of $1,991,194.23, hereto attached as Exhibit A; and

WHEREAS, on April 23, 2014 the Authority approved by Resolution 2014-34 Work Authorization 1 to the Professional Service Agreement to TEDSI Infrastructure Group to prepare plans, specifications and estimates for the International Bridge Trade Corridor Project in the amount of $1,991,194.23; and

WHEREAS, on June 26, 2018, the Authority approved Resolution 2018-30 – Contract Amendment Number 1 to the Professional Service Agreement with TEDSI Infrastructure Group to prepare plans, specifications and estimates for the International Bridge Trade Corridor Project, Segments 2 & 3; and

WHEREAS, the Authority finds it necessary to approved Resolution 2021-60 – Contract Amendment Number 2 to the Professional Service Agreement with TEDSI Infrastructure Group to prepare plans, specifications and estimates for the International Bridge Trade Corridor Project, Segments 2 & 3.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board approves Resolutions 2021-60 to the Professional Service Agreement with TEDSI Infrastructure Group for a no-cost time extension to provide plans, specifications and estimates for the International Bridge Trade Corridor Project, Segments 2 & 3, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 2 to the Professional Service Agreement with TEDSI Infrastructure Group.

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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 23rd day of November 23, 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

CONTRACT AMENDMENT NUMBER 2 TO THE
PROFESSIONAL SERVICE AGREEMENT WITH
TEDSI INFRASTRUCTURE GROUP
FOR
INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT,
SEGEMENTS 2 & 3

SUPPLEMENTAL AGREEMENT NO. 2
TO PROFESSIONAL SERVICES
AGREEMENT FOR ENGINEERING / DESIGN SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 2 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Attachment A General Provisions Section 6 Supplemental Agreements 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 TEDSI Infrastructure Group, Inc. (the Engineer).

The following terms and conditions of the Agreement are hereby amended as follows:

Article II Agreement Period
This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2023.

This Supplemental Agreement No. 2 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
_____	Executive Director
(Title)	(Title)
_____	_____
(Date)	**(Date)**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-61

APPROVAL OF CONTRACT AMENDMENT 9 TO THE PROFESSIONAL SERVICE AGREEMENT WITH MELDEN & HUNT FOR A NO COST TIME EXTENSION TO PROVIDE SURVEY SERVICES FOR THE 365 TOLLWAY AND INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS

THIS RESOLUTION is adopted this 23rd day of November, 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved by Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, also authorized by Resolution 2012-04 the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on October 16, 2013 the Authority authorized by Resolution 2012-41 the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bride Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, on November 20, 2013 by Resolution 2013-53 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms (Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services) to establish a surveying pool for the project; and

WHEREAS, on June 18, 2014, by Resolution 2014-53 the Authority awarded professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and

Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, on June 18, 2014, the Authority approved by Resolution 2014-57 Work Authorization Number 1 to the Professional Service Agreement with Melden & Hunt to prepare 8 parcel plats and descriptions in the amount of $26,210.00; and

WHEREAS, on August 27, 2014 the Authority approved by Resolution 2014-83 Work Authorization Number 2 to the Professional Service Agreement with Melden & Hunt to provide select topography along the Donna Irrigation District Main Canal in the amount of $5,542.00;

WHEREAS, on September 27, 2014 the Authority approved by Resolution 2014-95 Amendment Number 1 to the Professional Service Agreement with Melden & Hunt to increase the maximum payable amount to provide select topography along the Donna Irrigation District Main Canal in the amount of $5,542.00.00 for a revised maximum payable amount of
$ 31,752.00; and

WHEREAS, on December 15, 2014, the Authority approved by Resolution 2014-120 Supplemental Number 1 to Work Authorization Number 1 to the Professional Service Agreement with Melden and Hunt to provide revised parcel platting for 6 existing tracts due to an adjustment of the roadway alignment to accommodate both ETT and the Donna Irrigation District as part of the International Bridge Trade Corridor Project in the amount of $4,842.00; and

WHEREAS, on December 15, 2014 the Authority approved by Resolution 2014-121 Amendment Number 2 to the Professional Service Agreement with Melden & Hunt to increase the maximum payable amount for Supplemental Number 1 Work Authorization Number 1 in the amount of $4,842.00 for a revised maximum payable amount of $36,594.00; and

WHEREAS, on January 26, 2016 the Authority approved by Resolution 2016-01 Work Authorization 3 to the Professional Service Agreement with Melden & Hunt to provide metes & bounds for parcel 267 in the amount of $4,968.00; and

WHEREAS, on January 26, 2016 the Authority approved by Resolution 2016-02 Work Authorization 4 to the Professional Service Agreement with Melden & Hunt for Banco 141 Survey as part of the State Highway 365 in the amount of $32,991.00; and

WHEREAS, on January 26, 2016 the Authority approved by Resolution 2016-03 Amendment Number 3 to the Professional Service Agreement with Melden & Hunt to increase the maximum payable amount for Work Authorizations Number 3 & 4 in the amount of $37,959.00; and

WHEREAS, on February 23, 2016 the Authority approved by Resolution 2016-27 Work Authorization 5 to the Professional Service Agreement with Melden & Hunt to provide parcel sketches for Irrigation Easements for the ETT for the Cross Valley Project as part of the of the International Bridge Trade Corridor in the amount of $4,476.50; and

WHEREAS, on February 23, 2016 the Authority approved by Resolution 2016-28 Work Authorization 6 to the Professional Service Agreement with Melden & Hunt to revise parcel 48 into parcel 48A & 48B in the amount of $3,718.50; and

WHEREAS, on February 23, 2016, the Authority approved Resolution 2016-29 Contract Amendment 4 to the Professional Service Agreement with Melden & Hunt to increase the maximum payable amount for Work Authorizations Number 5 & 6 in the amount of $8,195.00; and

WHEREAS, on March 22, 2016 , the Authority approved Resolution 2016-45 Work Authorization 7 to the Professional Service Agreement with Melden & Hunt to revise Parcel 60P3 in the amount of $1,692.00; and

WHEREAS, on March 22, 2016 , the Authority approved Resolution 2016-46 Work Authorization 8 to the Professional Service Agreement with Melden & Hunt to revise Parcel 18 & 48 in the amount of $7,172.50; and

WHEREAS, on March 22, 2016, the Authority approved Resolution 2016-47 Contract Amendment 5 to the Professional Service Agreement with Melden & Hunt to increase the maximum payable amount for Work Authorizations Number 7 & 8 in the amount of $7,172.50 for a revised maximum payable amount of $89,920.50; and

WHEREAS, on February 28, 2016, the Authority approved Resolution 2017-17 Work Authorization 9 to the Professional Service Agreement with Melden & Hunt for surveying of parcels 60 P3-A and 60 P3-B for the 365 Tollway Project in the amount of $1,070.00; and

WHEREAS, on February 28, 2016, the Authority approved Resolution 2017-18 Contract Amendment 6 to the Professional Service Agreement with Melden & Hunt to increase the maximum payable amount for Work Authorizations Number 9 in the amount of $1,070.00 for a revised maximum payable amount of $90,990.50; and

WHEREAS, on June 26, 2018, the Authority approved Resolution 2018-31 Contract Amendment Number 7 to the Professional Service Agreement with Melden & Hunt for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, on September 28, 2021 the Authority approved Resolution 2021-44 Work Authorization 10 to the Professional Service Agreement with Melden & Hunt to provide boundary survey services for the 365 Tollway Wetland Conservation Easement in the amount of $2,105.00; and

WHEREAS, on September 28, 2021 the Authority approved Resolution 2021-45 Contract Amendment 8 to the Professional Service Agreement with Melden & Hunt to increase the maximum payable amount for Work Authorization 10 in the amount of $2,105.00; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-61 Contract Amendment 9 to the Professional Service Agreement with Melden & Hunt for a no cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor projects.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Contract Amendment 9 to the Professional Service Agreements with Melden & Hunt for a no cost time extension to provide survey services for the 365 Tollway and International Bride Trade Corridor Projects; hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Contract Amendment 9 to the Professional Services Agreement for Surveying Services with Melden & Hunt as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of November, 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Contract Amendment No. 9
to
Professional Service Agreements
with
Melden & Hunt
for
Surveying Services

SUPPLEMENTAL AGREEMENT NO. 9
TO PROFESSIONAL SERVICES
AGREEMENT FOR SURVEYING SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 9 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Attachment A General Provisions Section 6 Supplemental Agreements 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 Melden & Hunt, Inc. (the Surveyor).

The following terms and conditions of the Agreement are hereby amended as follows:

Article II Agreement Period
This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2023.

This Supplemental Agreement No. 9 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Agreement is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
_____	Executive Director
(Title)	(Title)
_____	_____
(Date)	**(Date)**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION 2021-62

APPROVAL OF CONTRACT AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HALFF ASSOCIATES TO PROVIDE A NO-COST TIME EXTENSION TO PROVIDE SURVEY SERVICES FOR THE 365 TOLLWAY AND INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS

THIS RESOLUTION is adopted this 23rd of November 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012, the Authority approved by Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, on February 22, 2012, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on October 16, 2013, Resolution 2013-41 authorized the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bride Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, on November 20, 2013, by Resolution 2013-53 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommends that HCRMA staff be authorized to negotiate with all qualified Surveying Firms (Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services) to establish a surveying pool for the project; and

WHEREAS, on June 18, 2014, the Authority awarded by Resolution 2014-53 professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, on June 18, 2014, the Authority approved by Resolution 2014-54 Work Authorization Number 1 to the Professional Service Agreement with Half Associates to prepare 34 parcel plats and descriptions in the amount of $40,800.00; and

WHEREAS, on August 24, 2014, the Authority approved by Resolution 2014-86 to Work Authorization Number 1 Supplemental 1 to the Professional Service Agreement with Halff Associates to prepare 33 additional parcel plats and descriptions in the amount of $23,240.00; and

WHEREAS, September 24, 2014 the Authority approved by Resolution 2014-94 Contract Amendment 1 to increase the maximum payable amount of the Professional Service Agreement with Halff Associates to correspond with the approved work authorizations in the revised maximum payable amount of $64,040.00; and

WHEREAS, on June 26, 2021 the Authority approved Resolution 2018-32 Approval of Contract Amendment 2 to the Professional Service Agreement with Halff Associates for a no-cost time extension to provide survey services from the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-62 Approval of Contract Amendment 3 to the Professional Service Agreement with Halff Associates for a no-cost time extension to provide survey services from the 365 Tollway and International Bridge Trade Corridor Projects;

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 2021-62 to the Professional Service Agreements for Surveying Services with Halff Associates for the 365 Tollway and International Bridge Trade Corridor Projects, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Contract Amendment Number 3 to the Professional Services Agreement for Surveying Services with Halff Associates as approved.

*****

EXHIBIT A

CONTRACT AMENDMENT NUMBER 3
TO THE
PROFESSIONAL SERVICES AGREEMENT WITH
HALFF & ASSOCIATES
FOR THE
365 TOLLWAY AND
INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS

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 23rd day of November 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

SUPPLEMENTAL AGREEMENT NO. 3
TO PROFESSIONAL SERVICES
AGREEMENT FOR SURVEYING SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 3 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Attachment A General Provisions Section 6 Supplemental Agreements 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 Halff Associates, Inc. (the Surveyor).

The following terms and conditions of the Agreement are hereby amended as follows:

Article II Agreement Period
This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2023.

This Supplemental Agreement No. 3 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Agreement is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
_____	Executive Director
(Title)	(Title)
_____	_____
(Date)	**(Date)**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-63

APPROVAL OF CONTRACT AMENDMENT NUMBER 7 TO THE PROFESSIONAL SERVICES AGREEMENT WITH QUINTANILLA, HEADLEY & ASSOCIATES FOR A NO-COST TIME EXTENSION TO PROVIDE SURVEY SERVICES FOR THE 365 TOLLWAY AND INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS

THIS RESOLUTION is adopted this 23rd day of November, 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, October 21, 2013 the Authority approved Resolution 2013-41 which authorized the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bride Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms to establish a surveying pool for the project; and

WHEREAS, on November 20, 2013, the Authority approved Resolution 2013-53 to authorize staff to negotiate professional services agreements with Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services; and

WHEREAS, on June 18, 2014, the Authority approved Resolution 2014-53 to award professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, on June 18, 2014, the Authority approved Resolution 2014-55 for Work Authorization Number 1 to the Professional Service Agreement with Quintanilla, Headley & Associates to prepare 13 parcel plats and descriptions in the amount of $25,111.00; and

WHEREAS, on December 15, 2014, the Authority approved Resolution 2014-118 for to Work Authorization 1 Supplemental 1 to the Professional Service Agreement with Quintanilla, Headley & Associates to prepare revised parcel plats for 5 existing tracts due to an adjustment of the roadway alignment to accommodate both ETT and the Donna Irrigation District and revise 11 parcels due to TxDOT clarification for control of access lines in the amount of $17,053.00; and

WHEREAS, on December 15, 2014, the Authority approved Resolution 2014-119 for Contract Amendment 1 to the Professional Service Agreement with Quintanilla, Headley & Associates to increase Work Authorization 1 Supplemental 1 by $17,053 for a revised maximum payable amount of $42,164.00; and

WHEREAS, on May 28, 2015 the Authority approved Resolution 2015-14 for Work Authorization 1 Supplemental 2 to the Professional Service Agreement with Quintanilla, Headley & Associates to revise parcel 268A to accommodate an alignment change for the ETT Transmission Line Project in the amount of $1,700.00; and

WHEREAS, on May 28, 2015, the Authority approved Resolution 2014-15 for Contract Amendment 2 to the Professional Service Agreement with Quintanilla, Headley & Associates to increase Work Authorization 1 Supplemental 2 by $1,700.00 for a revised maximum payable amount of $43,864.00; and

WHEREAS, on July 28, 2015 the Authority approved Resolution 2015-46 for Work Authorization 2 to the Professional Service Agreement with Quintanilla, Headley & Associates to provide a Master Parcel Survey for the ETT Transmission Line acquisition as part of the IBTC Project in the amount of $5,264.00; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2014-47 for Contract Amendment 3 to the Professional Services Agreement with Quintanilla, Headley & Associates to increase Work Authorization 2 by $5,264.00 for a revised maximum payable amount of $49,128.00; and

WHEREAS, on August 25, 2015 the Authority approved Resolution 2015-62 for Work Authorization 2 Supplemental 1 to the Professional Service Agreement with Quintanilla, Headley & Associates to provide a two additional parcels surveys for the ETT Transmission Line acquisition as part of the IBTC Project in the amount of $3,914.00; and

WHEREAS, on August 25, 2015, the Authority approved Resolution 2014-63 for Contract Amendment 4 to the Professional Service Agreement with Quintanilla, Headley & Associates to increase Work Authorization 2 Supplemental 1 by $3,914.00 for a revised maximum payable amount of $3,914.00; and

WHEREAS, on June 26, 2021, the Authority approved Resolution 2018-33 Contract Amendment 5 to the Professional Service Agreement with Quintanilla, Headley & Associates for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, on August 27, 2019 the Authority approved Resolution 2019-31 Approval of Work Authorization 4 to Professional Service Agreement with Quintanilla, Headley &Associates for control and construction staking for the DCP utility adjustment in the 365 Tollway Project in the amount of $4,020.00; and

WHEREAS, on August 27, 2019 the Authority approved Resolution 2019-32 Contract Amendment 6 to Professional Service Agreement with Quintanilla, Headley &Associates for an increase in the amount of $4,020.00, for a revised maximum payable amount of $972,885.00; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-63 Approval of Contract Amendment 7 to the Professional Service Agreement with Quintanilla, Headley & Associates for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects.

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 2021-63 to the Professional Service Agreements for Surveying Services with Quintanilla, Headley & Associates, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 7 to the Professional Services Agreement for Surveying Services with Quintanilla, Headley & Associates as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of November, 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Contract Amendment Number 7
to
Professional Services Agreements
with
Quintanilla, Headley & Associates
for
Surveying Services

SUPPLEMENTAL AGREEMENT NO. 7
TO PROFESSIONAL SERVICES
AGREEMENT FOR SURVEYING SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 7 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Attachment A General Provisions Section 6 Supplemental Agreements 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 Quintanilla, Headley & Associates, Inc. (the Surveyor).

The following terms and conditions of the Agreement are hereby amended as follows:

Article II Agreement Period
This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2023.

This Supplemental Agreement No. 7 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Agreement is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
_____	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-64

APPROVAL OF CONTRACT AMENDMENT NUMBER 9 TO THE PROFESSIONAL SERVICES AGREEMENT WITH R GUTIERREZ ENGINEERING CORPORATION FOR A NO COST TIME EXTENSION TO THE 365 TOLLWAY AND INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS

THIS RESOLUTION is adopted this 23rd day of November 2021, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority Approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04 authorizing the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on October 16, 2013 the Authority approved Resolution 2013-41 authorizing the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bride Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, on November 20, 2013 the Authority approved Resolution 2013-53 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms (Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services) to establish a surveying pool for the project; and

WHEREAS, on June 18, 2014, the Authority approved Resolution 2014-53 professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, on June 18, 2014, the Authority approved Resolution 2014-56 Work Authorization Number 1 to the Professional Service Agreement with R Gutierrez Engineering to prepare 49 parcel plats and descriptions in the amount of $75,560.00 and

WHEREAS, on December 15, 2014, the Authority approved Resolution 2014-116 Work Authorization 1 Supplemental 1 to the Professional Service Agreement with R. Gutierrez Engineering to revise 37 existing tracts due to an adjustment of the roadway alignment to accommodate both ETT and the Donna Irrigation District and revise 58 parcels due to TX DOT clarification for control of access lines as part of the International Bridge Trade Corridor Project in the amount $34,152.00; and

WHEREAS, on December 15, 2014, the Authority approved Resolution 2014-117 Contract Amendment 1 to the Professional Service Agreement with R. Gutierrez Engineering to increase the maximum payable amount for Work Authorization Number 1 Supplemental Number 1 in the amount of $34,152.00 for a revised maximum payable amount of $109,720.00;

WHEREAS, on May 28, 2015, the Authority approved Resolution 2015-16 Work Authorization 2 to the Professional Service Agreement with R. Gutierrez Engineering to provide field staking of right of way and easements on the US 281 Overpass/BSIF Connector Project for the relocation of various utilities in the amount of $13,802.13; and

WHEREAS, on May 28, 2015, the Authority approved Resolution 2015-17 Contract Amendment 2 to the Professional Service Agreement with R. Gutierrez Engineering to increase the maximum payable amount for Work Authorization Number 2 in the amount of $13,802.13 for a revised maximum payable amount of $123,522.13; and

WHEREAS, on July 18, 2015 the Authority approved by Resolution 2015-48 Work Authorization 1 Supplemental 2 to the Professional Service Agreement with R. Gutierrez Engineering to provide a revised survey plat for parcel EA-T-12 for the ETT Transmission Line Acquisition as part of the International Bridge Trade Corridor in the amount of $2,208.95; and

WHEREAS, on July 28, 2015 the Authority approved Resolution 2015-49 Work Authorization 3 to the Professional Service Agreement with R. Gutierrez Engineering to provide a master parcel survey for the ETT Transmission Line Acquisition as part of the International Bridge Trade Corridor in the amount of $8,796.25; and

WHEREAS, on July 28, 2015 the Authority approved Resolution 2015-50 Contract Amendment 3 to the Professional Service Agreement with R. Gutierrez Engineering to increase the maximum payable amount for Work Authorization 1 Supplemental 2 and Work Authorization Number 3 in the amount of $11,005.20; and

WHEREAS, on August 25, 2015 the Authority approved Resolution 2015-58 Work Authorization 4 to the Professional Service Agreement with R. Gutierrez Engineering to provide a revised improvement survey plat for parcel EA-T238 for the ETT Transmission Line Acquisition as part of the International Bridge Trade Corridor in the amount of $3,500.00; and

WHEREAS, on August 25, 2015 the Authority approved Resolution 2015-59 Work Authorization 2 Supplemental 1 to the Professional Service Agreement with R. Gutierrez Engineering to provide Right of Way staking for the US 281/Military Highway Overpass/BSIF Connector for utilities relocations in the amount of $12,254.88; and

WHEREAS, on August 25, 2015 the Authority approved Resolution 2015-61 Contract Amendment 4 to the Professional Service Agreement with R. Gutierrez Engineering to increase the maximum payable amount for Work Authorization 2 Supplemental 1 and Work Authorization 4 in the amount of $15,754.88; and

WHEREAS, on September 22, 2015 the Authority approved Resolution 2015-69 Work Authorization 3 Supplemental 1 to the Professional Service Agreement with R. Gutierrez Engineering for a no-cost time extension for ETT Parcels as part of the International Bridge Trade Corridor Project in the amount of $0.00; and

WHEREAS, on October 27, 2015 the Authority approved Resolution 2015-72 Work Authorization 4 Supplemental 1 to the Professional Service Agreement with R. Gutierrez Engineering to provide a revised metes and bounds parcel 238 for the ETT Transmission Line Acquisition as part of the International Bridge Trade Corridor in the amount of $1,282.08; and

WHEREAS, on November 20, 2015 the Authority approved Resolution 2015-78 Contract Amendment 5 to the Professional Service Agreement with R. Gutierrez Engineering to increase the maximum payable amount for Supplemental Number 1 to Work Authorization Number 4 in the amount of $1,282.08; and

WHEREAS, on December 15, 2015 the Authority approved Resolution 2015-86 Work Authorization 3 Supplemental 2 the Professional Service Agreement with R. Gutierrez Engineering for a no-cost time extension for ETT Parcels as part of the International Bridge Trade Corridor Project in the amount of $0.00; and

WHEREAS, on January 26, 2016, the Authority approved Resolution 2016-04 Work Authorization 2 Supplemental 2 to the Professional Services Agreement with R. Gutierrez Engineering to re-stake Right of Way for the US 281/Military Highway Overpass/BSIF Connector in the amount of $8,370.63; and

WHEREAS, on January 26, 2016, the Authority approved Resolution 2016-05 Contract Amendment 6 to the Professional Services Agreement with R. Gutierrez Engineering to increase the maximum payable amount for Supplemental 2 to Work Authorization Number 2 in the amount of $8,370.63; and

WHEREAS, on February 23, 2016 the Authority approved Resolution 2016-25 Work Authorization 2 Supplemental 3 to the Professional Service Agreement with R. Gutierrez Engineering to re-setting construction staking control points 956 and 958 for the US 281/Military Highway Overpass/BSIF Connector in the amount of $4,674.25; and

WHEREAS, on February 23, 2016 the Authority approved Resolution 2016-26 Contract Amendment 7 to the Professional Service Agreement with R. Gutierrez Engineering to increase the maximum payable amount for Work Authorization Number 2 Supplemental Number 3 in the amount of $4,674.25; and

WHEREAS, on April 26, 2016 the Authority approved Resolution 2016-60 Work Authorization 2 Supplemental 4 to the Professional Service Agreement with R. Gutierrez Engineering for a no cost time extension; the maximum payable amount for WA 2 remains the same ($13,101.89); and

WHEREAS, on April 26, 2016 the Authority approved Resolution 2016-94 to correct a mathematical error in Work Authorization 1 with R. Gutierrez for a revised amount from $75,560.00 to $75,568.00, an increase of $8.00; and

WHEREAS, on April 26, 2016 the Authority approved Resolution 2016-94 to increase the maximum payable amount by $8.00 for Work Authorization 1; and

WHEREAS, on June 26, 2018, the Authority approved Resolution 2018-34 for Contract Amendment Number 8 to the Professional Services Agreement with R Gutierrez Engineering for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-64 for Contract Amendment Number 9 to the Professional Services Agreement with R Gutierrez Engineering for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects.

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 Resolution 2021-64 to the Professional Services Agreement for Surveying Services with R. Gutierrez Engineering Corporation, hereto attached as Exhibit A.

Section 3. The Board hereby authorizes the Executive Director to execute Contract Amendment Number 9 to the Professional Services Agreement for Surveying Services with R. Gutierrez Engineering Corporation as approved.

*****

Exhibit A

Contract Amendment Number 9

to

Professional Services Agreement

with

R. Gutierrez Engineering Corporation

for

Surveying Services

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 23rd day of November, 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

SUPPLEMENTAL AGREEMENT NO. 9
TO PROFESSIONAL SERVICES
AGREEMENT FOR SURVEYING SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 9 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Surveying Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and R. Gutierrez Corporation (the Surveyor).

The following terms and conditions of the Agreement are hereby amended as follows:

Article II Agreement Period
This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2023.

This Supplemental Agreement No. 9 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Agreement is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	Pilar Rodriguez, PE
(Printed Name)	(Printed Name)
_____	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-65

APPROVAL OF CONTRACT AMENDMENT NUMBER 5 TO THE PROFESSIONAL SERVICE AGREEMENT WITH ROW SURVEYING SERVICES FOR A NO COST TIME EXTENSION TO PROVIDE SURVEY SERVICES FOR 365 TOLLWAY AND INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS

THIS RESOLUTION is adopted this 23rd day of November, 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012- 04, creating the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04 authorizing the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on October 16, 2013 the Authority approved Resolution 2013-41 authorizing the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bride Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, on November 20, 2014, the Authority approved Resolution 2013- 53 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms (Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services) to establish a surveying pool for the project; and

WHEREAS, on June 18, 2014, the Authority approved Resolution 2014-53 awarding professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, the Authority to approved Resolution 2016-127, which Awarded a Contract and Work Authorization Number 1 to the professional service agreement with ROW Surveying Services, LLC to provide parcel sketches for existing county road right of ways as part of the 365 Tollway Project in the contract amount of $25,000.00 and Work Authorization Number 1 amount of $8,120.00; and

WHEREAS, Resolution 2016-127 erroneously list the scope of work for Work Authorization Number 1 as providing parcel sketches for existing county road right of ways; and

WHEREAS, the correct scope of work for Work Authorization Number 1 is to provide updated sketches for Parcels 19, 34, 109 and 114 as part of the 365 Tollway Project; and

WHEREAS, approval of Resolution 2017-21 is necessary to correct the scrivener error in Resolution 2016-127; and

WHEREAS, on February 28, 2017, the Authority approved Resolution 2017- 19 Work Authorization Number 2 to the professional service agreement with ROW Surveying Services, LLC to provide parcel sketches for existing county road right of way parcels and gaps as part of the 365 Tollway Project in the amount of $65,115.00; and

WHEREAS, on February 28, 2017, the Authority approved Resolution 2017- 20 Contract Amendment Number 1 to the professional service agreement with ROW Surveying Services, to increase the maximum amount payable for Work Authorization Number 2 in the amount of $48,235.00; and

WHEREAS, on March 28, 2017, the Authority approved Resolution 2017- 40 Work Authorization Number 3 to the professional service agreement with ROW Surveying Services, LLC to provide a survey for parcel 59-B as part of the 365 Tollway Project in the amount of $2,125.00; and

WHEREAS, on March 28, 2017 the Authority approved Resolution 2017- 41 Contract Amendment Number 2 to the professional service agreement with ROW Surveying Services, to increase the maximum amount payable for Work Authorization Number 3 in the amount of $75,360.00; and

WHEREAS, on May 23, 2017, the Authority approved Resolution 2017-56 Work Authorization Number 2 – Supplemental 1 to the professional service agreement with ROW Surveying Services, for a no-cost time extension to provide surveys for parcel gaps as part of the 365 Tollway Project; and

WHEREAS, on April 25, 2017, the Authority approved Resolution 2017-50 Contract Amendment 3 to the professional service agreement with ROW Surveying Services, to increase the amount for Work Authorization 4 for a revised maximum amount payable of $81, 295.00.00; and

WHEREAS, on May 23, 2017, the Authority approved Resolution 2017-57 Work Authorization Number 3 – Supplemental 1 to the professional services agreement with ROW Surveying Services, for a no-cost time extension to provide a survey for the Tanner Property as part of the 365 Tollway Project; and

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-35 Contract Amendment 4 to the Professional Services Agreement with ROW Surveying Services, LLC for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-65 Contract Amendment 5 to the Professional Services Agreement with ROW Surveying Services, LLC for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Contract Amendment Number 5 to the professional service agreement with ROW Surveying for a no cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor projects; hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute, Contract Amendment Number 5 to the Professional Services Agreement for Surveying Services with ROW Surveying as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of November 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Contract Amendment Number 5
to
Professional Service Agreement with
ROW Surveying
for
Surveying Services for the
365 Tollway Project

SUPPLEMENTAL AGREEMENT NO. 5
TO PROFESSIONAL SERVICES
AGREEMENT FOR SURVEYING SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 5 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Surveying Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and ROW Surveying Services, LLC. (the Surveyor).

The following terms and conditions of the Agreement are hereby amended as follows:

Article II Agreement Period
This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2023.

This Supplemental Agreement No. 5 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Agreement is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
_____	Executive Director
(Title)	(Title)
_____	_____
(Date)	**(Date)**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORJTY

BOARD RESOLUTION No. 2021-66

APPROVAL OF CONTRACT AMENDMENT NUMBER 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH RODS SURVEYING, INC. FOR A NO-COST TIME EXTENSION TO PROVIDE SURVEY SERVICES FOR THE 365 TOLLWAY AND INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS

THIS RESOLUTION is adopted this 23rd day of November, 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved by Resolution 2012-04 which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, on February 22, 2012, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on October 16, 2013, Resolution 2013-41 authorized the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bride Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, on November 20, 2013, by Resolution 2013-52 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommends that HCRMA staff be authorized to negotiate with all qualified Surveying Firms (Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services) to establish a surveying pool for the project; and

WHEREAS, on June 18, 2014, the Authority awarded by Resolution 2014-53 professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, on August 27, 2014, the Authority and RODS Surveying, Inc. executed the approved awarded Professional Service Agreement for the International Bridge Trade Corridor Project for the maximum payable amount of $215,527.00; and

WHEREAS, on August 27, 2014, the Authority approved by Resolution 2014-82 Work Authorization 1 to the Professional Service Agreement with RODS Surveying to provide infill topography in the amount of $215,527.00; and

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-36 Contract Amendment Number 1 to the Professional Service Agreement with RODS Surveying, Inc. for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-66 Contract Amendment Number 2 to the Professional Service Agreement with RODS Surveying, Inc. for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects.

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 2021-66 to the Professional Service Agreements with RODS Surveying, Inc. for a no-cost time extension to provide surveying services for the 365 Tollway and International Bridge Trade Corridor Projects, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Contract Amendment Number 2 to the Professional Services Agreement for Surveying Services with RODS Surveying, Inc. as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of November, 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Secretary/Treasurer

Exhibit A

Contract Amendment Number 2

To

Professional Service Agreements

With

RODS Surveying Services Inc.

For

Surveying Services

SUPPLEMENTAL AGREEMENT NO. 2
TO PROFESSIONAL SERVICES
AGREEMENT FOR SURVEYING SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 2 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Attachment A General Provisions Section 6 Supplemental Agreements 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 RODS Surveying, Inc. (the Surveyor).

The following terms and conditions of the Agreement are hereby amended as follows:

Article II Agreement Period
This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2023.

This Supplemental Agreement No. 2 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Agreement is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
_____	Executive Director
(Title)	(Title)
_____	_____
(Date)	**(Date)**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-67

APPROVAL OF CONTRACT AMENDMENT 20 TO THE PROFESSIONAL SERVICE AGREEMENT WITH SAMES, INC. FOR A NO-COST TIME EXTENSION TO PROVIDE SURVEY SERVICES FOR THE 365 TOLLWAY AND INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS

THIS RESOLUTION is adopted this 23rd day of November 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, creating the Technical Committee, comprised of senior level engineers and professionals from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04 authorizing the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on October 16, 2013 the Authority approved Resolution 2013-41 authorizing the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bride Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, on November 20, 2014, the Authority approved Resolution 2013- 53 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms (Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services) to establish a surveying pool for the project; and

WHEREAS, on June 18, 2014, the Authority approved Resolution 2014-53 awarding professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, on February 23, 2016, the Authority approved Resolution 2016- 24 Work Authorization 1 to the Professional Service Agreement with SAMES, Inc. to provide revised survey for the SH 365 Segment 1 & 2 Parcel 16 in the amount of $2,935.00; and

WHEREAS, on March 22, 2016, the Authority approved Resolution 2016-44 Work Authorization 2 to the Professional Service Agreement with SAMES, Inc. to provide revised parcels 13P1, 13P2, 22, 26, 31, 39 and Salinas parcel for State Highway 365 Project in the amount of $13,567.50 for a revised amount of $16,502.50 for Work Authorizations 1 and 2. The maximum payable amount remains at $25,000; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-58 for Work Authorization 3 to the professional service agreement with SAMES Engineering to provide modifications to Parcel(s) 5 Part 5-AQ and 5- Part 5-R; 7 and 15 for State Highway 365 in the amount of $13,085.00; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-59 for Contract Amendment 1 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 3 in the amount of $4,587.50; and

WHEREAS, on May 26, 2016, the Authority approved Resolution 2016-79 Work Authorization 4 to the professional service agreement with SAMES Engineering to provide Parcels 5B, 36B and 80 for State Highway 365 in the amount of $5,085.00 whereas only $4,060.00 were expended; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-81 Work Authorization 5 to the professional service agreement with SAMES Engineering to provide parcels 107-A, 13P2, 102, 20, 108, 110, 111, 112 and 113 for the 365 Tollway Project in the amount of $22,325.00; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-82 Contract Amendment 2 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 4 & 5 in the amount of $26,385.00 for a revised increase of a maximum payable amount of $55,972.50; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-97 for Work Authorization 3 Supplemental 1 to the professional service agreement with SAMES Engineering for a no-cost time extension for parcel revision to the 365 Tollway Project; and

WHEREAS, on July 26, 2016 the Authority approved Resolution 2016-98 for Work Authorization 6 to the professional service agreement with SAMES Engineering to provide parcels 7, 7B, and 9P2 for Segment 2 of the 365 Tollway Project in the amount of $4,080.00; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-99 for Contract Amendment 3 to the professional service agreement with SAMES Engineering for Work Authorization 6 in the amount of $4,080.00 for a revised increase of a maximum payable amount of $60,052.50; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-105 for Work Authorization 7 to the professional service agreement with SAMES Engineering to provide right of way staking for Veterans Road and Hi-Line Road for utility relocations in the amount of $5,650.00; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-106 for Contract Amendment 4 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 7 in the amount of $5,650.00 for a revised increase a maximum payable amount of $65,720.50; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-112 Work Authorization 8 to the professional service agreement with SAMES Engineering to provide revisions to parcel 49 P1 in the amount of $1,625.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-113 Work Authorization 9 to the professional service agreement with SAMES Engineering to provide construction monuments for the 365 Tollway Project in the amount of $26,365.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-114 Contract Amendment 5 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 8 & 9 in the amount of $27,990.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-123 Work Authorization 10 to the professional service agreement with SAMES Engineering to provide parcel sketches for corner clips at Steward Road & US 281/Military Highway as part of the Overpass/BSIF Connector for 365 Tollway Project in the amount of $1,270.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-124 Contract Amendment 6 to the professional service agreement with SAMES Engineering to to increase the maximum payable amount for Work Authorization Number 10 in the amount of $1,270.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-125 Work Authorization 11 to the professional service agreement with SAMES Engineering to provide surveys for parcels 21, 22, 22C Lateral D and Pawlik tract as part of the 365 Tollway Project in the amount of $12,030.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-126 Contract Amendment Number 7 to the Professional Service Agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 11 as part of the 365 Tollway Project in the amount of $12,030.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-02 Work Authorization 12 to the professional service agreement with SAMES Engineering to update surveys 22D and 108 as part of the 365 Tollway Project in the amount of $1,840.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-05 Work Authorization 13 to the professional service agreement with SAMES Engineering to update survey 20 and provide surveys for parcels OD2 & OD3 as part of the 365 Tollway Project in the amount of $9,715.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-03 Contact Amendment 8 to the professional services agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 12 & 13 as part of the 365 Tollway Project in the amount of $11,555.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-14 Work Authorization 14 to the professional service agreement with SAMES Engineering to provide parcel sketches for offsite drainage outfall parcels for the 365 Tollway Project in the amount of $83,030.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-15 Work Authorization 15 to the professional service agreement with SAMES Engineering to provide subsurface utility engineering for utility relocation as part of the 365 Tollway Project in the amount of $44,948.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-16 Contract Amendment 9 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Numbers 14 and 15 in the amount of $127,978.00; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-36 Supplemental Number 2 to Work Authorization Number 3 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide surveys for Parcels 5, 5P and 15; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-37 Supplemental Number 1 to Work Authorization Number 9 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide construction control monuments; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-38 to Work Authorization Number 16 to the professional service agreement with SAMES Engineering to provide a survey for parel 36A as part of the 365 Tollway Projet in the amount of $3,230.00; and

WHEREAS, on March 28, 2017 the Authority approved Resolution 2017-39 Contract Amendment 10 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 16 in the amount of $3,230.00; and

WHEREAS, on August 29, 2017 the Authority approved Resolution 2017-74 Approval of Work Authorization 15 – Supplemental 1 to the professional services agreement with SAMES Engineering for additional Subsurface Utility Engineering for the 365 Tollway Project in the amount of $20,926.00; and

WHEREAS, on August 22, 2017 the Authority approved Resolution 2017-75 Contract Amendment 11 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 15 – Supplemental 1 in the amount of $20,926.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-12 Approval of Work Authorization 3 - Supplemental 3 to the Professional Services Agreement with SAMES Inc. for a no cost-extension to invoice 100% of Parcel 5P5, HVI acquisition; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-13 Approval of Work Authorization 14 - Supplemental 1 to the Professional Services Agreement with SAMES Inc. for a no cost-extension for the outfall development; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-14 Approval of Work Authorization 17 with SAMES Inc. for the HCID2 parcel adjacent to Parcel 65P9 near Hi Line Road in the amount of $2,080.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-15 Contract Amendment 12 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 17 in the amount of $2,080.00; and

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-37 Contract Amendment 13 to the professional services agreement with SAMES Engineering for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-56 Work Authorization 14 Supplemental 2 to the professional services agreement with SAMES Engineering for Off-Site Outfalls/Irrigation Parcels for the 365 Toll Project in the amount of $4,370.00; and

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-57 Contract Amendment 14 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 14 – Supplemental 2 in the amount of $4,370.00; and

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-04 Work Authorization 18 to the professional services agreement with SAMES Engineering for I-Road parcels for the 365 Tollway Project in the amount of $6,350.00; and

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-05 Contract Amendment 15 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 18 in the amount of $6,350.00; and

WHEREAS, on March 23, 2021 the Authority approved Resolution 2021-06 Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of $1,180.00; and

WHEREAS, on March 23, 2021 the Authority approved Resolution 2021-07 Contract Amendment 16 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 19 in the amount of $1,180.00; and

WHEREAS, on April 27, 2021 the Authority approve Resolution 2021-11 Supplemental Agreement 1 to Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of $2,330.00; and

WHEREAS, on April 27, 2021 the Authority approved Resolution 2021-12 Contract Amendment 17 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 1 to Work Authorization 19 in the amount of $2,330.00; and

WHEREAS, on May 26, 2021 the Authority approved Resolution 2021-16 Supplemental Agreement 2 to Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of $3,180.00. and

WHEREAS, on May 26, 2021 the Authority approved Resolution 2021-17 Contract Amendment 18 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 2 to Work Authorization 19 in the amount of $3,180.00; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-19 Supplemental Agreement 3 to Work Authorization 19 to the professional services agreement with SAMES Engineering for re-issuing HCDD #1 Outfall parcels updates for the 365 Tollway Project in the amount of $3,595.00; and

WHEREAS, on June 22, 2021 the authority finds it necessary to approve Resolution 2021-20 Contract Amendment 19 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 3 to Work Authorization 19 in the amount of $3,595.00; and

WHEREAS, the authority finds it necessary to approve Resolution 2021-67 Contract Amendment 20 to the professional services agreement with SAMES Engineering for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor projects.

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 2021-67 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Contract Amendment 20 to the Professional Services Agreement for Surveying Services with SAMES Engineering as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of November 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Contract Amendment # 20

to

Professional Service Agreement with

SAMES, Inc.

for

Surveying Services

SUPPLEMENTAL AGREEMENT NO. 20
TO PROFESSIONAL SERVICES
AGREEMENT FOR SURVEYING SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 20 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Article III Compensation and Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Surveying Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and SAMES, Inc. (the Surveyor).

The following terms and conditions of the Agreement are hereby amended as follows:

Article II Agreement Period
This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2023.

This Supplemental Agreement No. 20 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Agreement is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR	**THE AUTHORITY**
(Signature)	(Signature)
Samuel D. Maldonado, PE, RPLS	Pilar Rodriguez, P.E.
Principal	Executive Director
(Title)	(Title)
(Date)	**(Date)**

BOARD RESOLUTION No. 2021 - 68

CONSIDERATION AND APPROVAL OF ADDENDUM B TO THE MASTER INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF MISSION, TEXAS AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 23rd day of February 2021 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, Section 370.261 of the Act requires that the Authority, every even numbered year, develop a five-year strategic plan;

WHEREAS, on December 27, 2016 the Authority approved the 2017-2021 Strategic Plan Update for the Hidalgo County Loop System, which includes the 365 Tollway Project; and

WHEREAS, the City of Mission recognizes the importance of mobility to the region's economic vitality through the efficient movement of goods, services and people and the Authority will assist the City of Mission in advancing the project; and

WHEREAS, on March 23, 2021, the Authority approved Resolution 2020-10- Approval of a Master Interlocal Cooperative Agreement between the City of Mission and the Authority to provide the City of Mission with right of way acquisition services for the proposed Mission/Madero-Reynosa International Bridge Rail Crossing Project; and

WHEREAS, on March 23, 2021, the Authority approved Addendum A to the Master Interlocal Agreement between the HCRMA and the City of Mission to include right of way acquisition in the County of Jim Hogg.

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 Addendum B to the Master Interlocal Agreement between the HCRMA and the City of Mission to include right of way acquisition in the County of Starr for the proposed Mission/Madero-Reynosa International Bridge Rail Crossing Project as part of the Hidalgo County Loop System hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the master interlocal agreement with the City of Mission.

*****

PASSED A ND 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 23rd day of November 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

ADDENDUM B TO THE MASTER INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF MISSION, TEXAS AND THE
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Addendum B
To Master Interlocal Cooperation Agreement Between the City of Mission, Texas and Hidalgo County Regional Mobility Authority

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF STARR, TEXAS, CITY OF MISSION, TEXAS AND HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS ADDENDUM B TO THAT CERTAIN MASTER INTERLOCAL COOPERATION AGREEMENT (the "**Master Agreement**") is an Interlocal Cooperation Agreement (the "**Agreement**") made and entered into effective as of the 23rd day of August, 2021, by and between the **COUNTY OF STARR**, a political subdivision of the State of Texas (the "**County**"), **CITY OF MISSION**, Texas, a home rule municipality (the "**City**") and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas operating pursuant to Chapter 370, Texas Transportation Code (the "**Authority**"), each situated in Hidalgo County, Texas. Capitalized terms not otherwise defined herein, shall have the meaning ascribed to them in the Master Agreement

The initial addresses of each of the parties, which either party may change by given written notice to the other, are as follows:

AUTHORITY
Hidalgo County Regional Mobility Authority
203 Newcome Ave
Pharr, Texas 78577
Attn: Pilar Rodriguez, Executive Director

CITY
City of Mission
1200 E. 8th Street
Mission, Texas 78752
Attn: Randy Perez, City Manager

COUNTY
Starr County
100 N. FM 3167
Rio Grande City, Texas
Eloy Vera, County Judge

WHEREAS, the County desires to support the Project;

WHEREAS, the County has an interest in the Acquisition under the Master Agreement and finds it to be beneficial to be a Local Sponsor for the Acquisition in its jurisdiction;

WHEREAS, because the County is not adjacent to the Authority's jurisdiction, the Authority's participation in this Agreement requires consent from the Texas Department of Transportation (the "Consent"); and, the parties agree to cooperate in obtaining the Consent prior to the County's issuance of any notice to proceed to the Authority;

WHEREAS, with regard to the Acquisition in the County's jurisdiction, the County agrees to acquire and fund the Acquisition pursuant to Section 1 and Exhibit A of the Master Agreement;

WHEREAS, with regard to the Acquisition Services, the Authority agrees undertake the services pursuant to Section 2 and Section 3 of the Master Agreement;

WHEREAS, the parties agree that other terms and provisions of Section 4 and Section 5 the Master Agreement apply to this Addendum B.

[signatures to follow]

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

STARR COUNTY

By:_____
Eloy Vera, County Judge

CITY OF MISSION

By:_____
Randy Perez, City Manager

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By:_____
Pilar Rodriguez, Executive Director

RESOLUTION: 2021

A RESOLUTION DESIGNATING
RIO GRANDE VALLEY METROPOLITAN PLANNING
ORGANIZATION MEMBERS

WHEREAS, in accordance with the RGV-MPO Bylaws and Operating Procedures; the Judge of the County of Starr serves as the defacto official member of the RGV-MPO Policy Board; and

WHEREAS, the RGV-MPO Bylaws and Operating Procedures; further stipulate that one (1) County of Starr elected official may be appointed to serve as alternate members of the RGV-MPO Board of Directors.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF Starr County that Commissioner Raul Peña, III be appointed as the primary alternate member of the RGV-MPO Policy Board.

BE FURTHER RESOLVED that Commissioner Jose Francisco Perez, Jr. be appointed as the secondary alternate member of the RGV-MPO Policy Board; and that the following three individuals be appointed designate proxies with all appropriate privileges assigned, to included Rose Benavidez, Reyna Guerra, Ramiro Sarabia and copy of this Resolution shall be delivered to the RGV-MPO Office to evidence these appointments.

PASSED AND APPROVED this 13th day of September, 2021 County Of Starr

Eloy Vera
County Judge

Jose Francisco Perez, Jr.
Commissioner Precinct #1

Raul Pena, III
Commissioner Precinct #2

Eloy Garza
Commissioner Precinct #3

Ruben D. Saenz
Commissioner Precinct #4

ATTEST:

Humberto Gonzalez, Jr.
County Clerk

RGV METROPOUTAN PUNNING ORGANIZATION POLICY BOARD
ETHICAL STANDARDS A.FF1DAVIT

I, Eloy Vera , a voting Member of the RGV Metropolitan Planning Organization Policy Board representing, **County of Starr**, hereby swear and affirm that I will uphold the following ethical standards required by voting members of MPO Policy Boards as identified in Texas Senate Bill 585. These standards state that voting members of the MPO Policy Board are prohibited from engaging in the following: 1.) Accepting or soliciting any gift, favor or service that might reasonably tend to influence the voting member in the discharge of official duties or that the voting member knows or should know is being offered with the intent to influence the voting member's official conduct; 2.) Accepting employment or engaging in a business or professional activity that the voting member might reasonably expect would require or induce the voting member to disclose confidential information acquired by reason of the official position; 3.) Accepting employment or compensation that could reasonably be expected to impair the voting member's judgment in the perfonnance of the voting member's official duties; 4.) Making personal investments that could reasonably be expected to create a substantial conflict between the voting member's private interest and the public interest; 5.) Intentionally or knowingly solicit, accept or agree to accept any benefit for having exercised the voting member's official powers or performing the voting member's official duties in favor of another.

I further swear and affirm that in order to prevent a potential conflict of interest, that I will abstain from voting on or engaging in the discussion of any matter of business before the RGV MPO Policy Board that will have a special economic effect on either a business or real property of which I have a substantial interest that is distinguishable from the effect on the public.

I understand that a substantial interest is defined as either 1.) I own 10 percent or more of the voting stock or shares of the business entity or either 10 percent or more, or $15,000 or more of the fair market value of the business entity; or 2.) I have received funds from the business entity exceeding 10 percent of my gross income for the previous year; or 3.) I have a substantial interest in real property defined as an equitable or legal ownership with a fair market value of $2,500 or more; or 4.) I have a family member related to me in the first degree by consanguinity or affinity with a substantial interest in a business entity or real property as defined above.

I agree to notify the RGV MPO Director in writing of any conflict of interest as defined above prior to any vote or discussion of any matter of business which has created the conflict ofinterest.

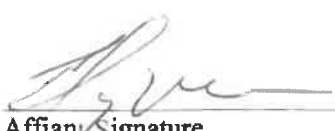
I understand that any violation of these standards or requirements may subject me to removal from the RGV MPO Policy Board and possible prosecution by the Cameron County or Hidalgo County District Attorney.

I further understand that SB 585 requires me to notify the Cameron County or Hidalgo County District Attorney's Office and RGV MPO Policy Board in a timely manner should I have personal knowledge of any violations of these same standards by other voting members of the RGV MPO Policy Board or of the RGV MPO Staff.

I also understand that failure to report violations of these standards by other voting members of the RGV MPO Policy Board or of the RGV MPO staff subjects me to possible removal from the RGV MPO Policy Board and possible prosecution by the Cameron County or Hidalgo County District Attorney.

I hereby swear and affirm that I have read the entire affidavit and that I understand and agree to its contents.

Judge Eloy Vera
Printed Name



Affiant Signature

Starr County Judge
Position

Starr County
Representing

Sworn and subscribed before me
this 17th day of September, 2021.

Sandra Urbano
Notary Public, State of Texas
Notary's Printed Name: Sandra Urbano
My Commission Expires: June 7, 2025

(Seal)

SANDRA URBANO
My Notary ID # 133141485
Expires June 7, 2025

RGV Metropolitan Planning Organization
Technical Advisory Committee
Fiscal Year 2021

Name of City/County/ Entity: Starr

Name of Designee: Jose (Joe) Escamilla

Name of Alternate: Rose Benavidez

The purpose of establishing the Technical Advisory Committee (RGV-TAC} is to assist the RGV - Policy Board In an advisory capacity to review, consider and make recommendations to the RGV - Policy Board on the development and implementation of future projects.

The role of the RGV - TAC is one of making recommendations. The responsibility for decisions on development and implementation resides with the RGV Policy Committee.

Specific duties of the committee include:
- Provide advice for strategic and operational implementation.
- Assist with developing implementation strategies in key areas.
- Ensuring activities of the committee are open and transparent

The following conditions of Membership should be met:
- Members will be allowed (1) one designated alternate in their absence. The designated alternate must be fully versed on the program requirements and will be included in email communications and material distribution.
- Members shall participate fully in Committee discussions
- Each member of the committee will continue to be a member until a successor is appointed.
- Members will adhere to the corresponding roles and responsibilities outlined in this document.
- Members will adhere to all committee guidelines in this document.

The goal of the RGV-TAC Committee will be to function through consensus, however if consensus can't be reached, decisions will be made by simple majority. Any reason for no consensus shall be presented to the RGV-Policy Board of Directors along with the recommendation of the RGV TAC Committee.

Authorization Signature

9/17/21
Date

RGV Metropolitan Planning Organization
Transportation Policy Committee
Fiscal Year 2021

Name of City/County/ Entity: Starr County

Name of Designee: Judge Eloy Vera

Name of Alternate: Commissioner Raul Peña, III

List 3 Proxies: Reyna Guerra

Rose Benavidez

Ramiro Sarabia

In accordance with House Bill (HB) 1883 and Section 1, Chapter 472, Section 472.031 of the Transportation Code,

(a) *A* policy board of a metropolitan planning organization designated or re-designated under23 U.S.C. Section 134 may provide in its bylaw for appointment of voting proxies by its members.

Section 472.032 of the transportation code, further clarifies that:

(a) *A* proxy appointment under section (a):
   1) Acts on behalf of and under the supervision of the policy board member who appointed
   2) Must be appointed in writing; and
   3) Is authorized to vote for the policy board member who appointed the proxy to the extent
      the member has given the proxy the member's voting power.

(b) *A* legislative member of a policy board may not be counted absent at a meeting of the policy board during a legislative session.

(c) *A* legislative member of a policy board may only appoint a proxy under Subsection (a) who is:
   1) The legislative member's employee or staff member;
   2) *A* person related by consanguinity, as determined under subchapter B, Chapter 573, Government Code, who is not required to register as a lobbyist u under Chapter 305, Government Code;
   3) Another legislative member of the policy board; or
   4) *A* locally elected official.

Authorization Signature

9/17/2021
Date

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-69

CONSIDERATION AND APPROVAL OF CONTRACT AMENDMENT NUMBER 3 TO THE PROFESSIONAL SERVICE AGREEMENT WITH SENDERO ACQUISITIONS, LP FOR A TIME EXTENSION AND MILESTONE UNIT COST UPDATE TO PROVIDE RIGHT-OF-WAY ACQUISITION SERVICES TO THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 23rd day of November, 2021, 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, the Authority has adopted a Strategic Plan that prioritizes the State Highway 365 (SH 365), International Bridge Trade Corridor (IBTC) and State Highway 68 (SH 68) Projects; and

WHEREAS, on December 10, 2013, the Authority closed on the Vehicle Registration Fee Revenue and Refunding Bond Series 2013 and has programmed the funds for the advance project development of the SH 365 and IBTC Projects; and

WHEREAS, the Authority solicited Statement of Qualifications for Right of Way Agent Services for the State Highway 365 and International Bridge Trade Corridor Projects; and

WHEREAS, on September 27, 2013, the Authority received a single response to the request for Statement of Qualifications for Right of Way Agent Services for the State Highway 365 and International Bridge Trade Corridor Project; and

WHEREAS, on December 18, 2013, the Authority authorized HCRMA staff to negotiate with the single response to the Statement of Qualifications for Right of Way Agent Services; and

WHEREAS, HCRMA staff has negotiated a Professional Service Agreement with AR\WS Texas LP for Right of Way Agent Services, hereto attached as Exhibit A; and

WHEREAS, on March 19, 2014, the Authority awarded a Professional Service Agreement to AR\WS Texas LP for Right of Way Agent Services; and

WHEREAS, on March 28, 2017, the Board approved Resolution 2017-28 approving Supplemental 1 to the Professional Service Agreement with Sendero Acquisitions, LP., (Assignment of contract from AR/WS Texas LP) for a no-cost time extension (March 31, 2017 to December 31, 2018) to provide Right of Way Services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on December 11, 2018 the Authority approved Resolution 2018-73 for Supplemental 2 to the Professional Service Agreement with Sendero Acquisition, LP, to provide Right of Way Services to the Hidalgo County Regional Mobility Authority for the 365 Tollway and International Bridge Trade Corridor projects;

WHEREAS, the Authority finds it necessary to approve Resolution 2021-69 – Consideration and Approval of Contract Amendment Number 3 to the professional service agreement with Sendero Acquisitions, LP for a time extension and milestone unit cost update to provide Right-of-Way Acquisition Services to the Hidalgo County Regional Mobility 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 full restated.

Section 2. The Board approves Contract Amendment Number 3 to the professional service agreement with Sendero Acquisitions, LP for a time extension and milestone unit cost update to provide Right-of-Way Acquisition Services to the Hidalgo County Regional Mobility Authority, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 3 to the Professional Service Agreement for Right of Way Agent Services with Sendero Acquisitions, LP.

*****

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 23rd day of November 2021, at which meeting a quorum was present.

S. David Deanda, Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

CONTRACT AMENDMENT 3 TO THE PROFESSIONAL SERVICE AGREEMENT

WITH

SENDERO ACQUISITIONS, LP

FOR

ACQUISITION OF RIGHT OF WAY

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PROFESSIONAL RIGHT OF WAY AGENT SERVICES
SUPPLEMENTAL AGREEMENT NO. 03

THIS SUPLEMENTAL AGREEMENT FOR PROFESSIONAL RIGHT OF WAY AGENT SERVICES is made by and between the Hidalgo County Regional Mobility Authority (the "Authority") and Sendero Acquisitions LP herein after called "Consultant" for the purpose of contracting for professional right of way agent services (the "Agreement").

BACKGROUND

The Authority and the Consultant executed a contract on the 3rd day of April 2014; Supplement No. 1 on the 23rd day of February 2017 and Supplement No. 2 on the 18th day of December 2018 concerning the Consultant to contract for acquisition services to obtain right of way and administer all acquisition activities, including but not limited to negotiations to purchase, relocation assistance, property management and eminent domain assistance, in connection with the right of way necessary for highway projects.

AGREEMENT

The Authority and the Consultant agree that the contract is amended as follows:

I. The termination date is extended from December 31, 2021 to December 31, 2023.
II. The Statement of Work – 2.0 FEE SCHEDULE – PAYMENT MILESTONES
III. ATTACHMENT H - Fees

All other provisions are unchanged and remain in full force and effect.

CONSULTANT	**AUTHORITY**
Sendero Acquisitions, L.P.	**Hidalgo County Regional Mobility Authority**
By: _____	By: _____
Name: Carlos Lascurain	Name: Pilar Rodriguez, P.E.
Title: Principal	Title: Executive Director
Date: _____	Date: _____

Hidalgo County Regional Mobility Authority
REVISED Statement of Work

2.0 FEE SCHEDULE - PAYMENT MILESTONES:

2.1 Fee for Title and Closing Service - $1,500

2.1.1 Payment made on per parcel basis

2.1.2 $150 payment milestone paid upon securing initial title commitment or securing update title commitment.

2.3.2.1 The HCRMA R/W Office has the option to provide the initial title commitment at the beginning of the project and therefore the Provider would not be eligible for the first payment milestone for Title and Closing Services. However, if the Provider has to secure an updated title commitment, the Provider becomes eligible for the first payment milestone for Title and Closing Services

2.1.3 $600 payment milestone paid upon submission of acceptable payment package or issuances of final offer letter.

2.1.4 $300 payment milestone paid upon attending closing.

2.1.5 $450 payment milestone paid upon issuance of title policy or alternative method acceptable by the HCRMA (i.e.; Attorney's Certificate).

2.2 Fee for Negotiation Service - $6,000

2.2.1 Payment made on per parcel basis

2.2.2 $425 sending out Intro Letters

2.2.3 $1,375 payment milestone paid upon presentation of initial offer.

2.2.4 $2,625 payment milestone paid upon presentation of final offer with HCRMA concurrence or acceptable payment submission with clear title or confirmation that title will be clear by receipt of warrant.

2.2.5 $1,575 payment milestone paid upon the completed closing of the parcel.

2.3 Fee for Residential Relocation Assistance Service - $7,850

2.3.1 Payment made on per Displacee basis

2.3.2 $3,250 payment milestone paid upon;

2.3.2.1 Submitting to HCRMA R/W Office completed ROW-R-MP, ROW-R-96 and ROW-R-CE signed by Displacee.

2.3.2.2 Delivery of computation, submittal and approval of replacement housing supplement to HCRMA R/W Office.

2.3.2.3 Submitting proof of providing 90-day notice to Displacee after initial interview. Displacee may not receive a 90-day notice prior to an initial interview. If Displacee is not entitled to relocation benefits by virtue of not being legally present in the United States, this milestone would be reduced to a single milestone of $920.

2.3.3 $2,837.50 payment milestone paid upon

2.3.3.1 Submitting memorandum to HCRMA R/W Office reporting the actual date the Displacee vacated parcel and includes detailed documentation (as directed by the HCRMA R/W Office) of the move. This assumes the replacement housing has been acquired and the move was monitored by the Provider.

2.3.4 $1,762.50 payment milestone paid upon;

2.3.4.1 Transmittal of memorandum to the HCRMA R/W Office stating that all relocation assistancehas been completed.

2.3.4.2 Submittal of completed file to HCRMA R/W Office with documents filed by date of activity.Completed file documents must contain; all contacts with the Displacee, completed claim forms, copies of all payment submissions for relocation assistance, and signed form (in a checklist format, as directed and approved by the HCRMA R/W Office) by Displaceeverifying move is completed and all benefits have been explained to them.

2.4 **Fee for Business Relocation Assistance Service - $8,500**

2.4.1 Payment made on per Displacee basis

2.4.2 $2,975 payment milestone paid upon;

2.4.2.1 Submitting to HCRMA R/W Office completed ROW-R-MP, ROW-R-96 and ROW-R-CEsigned by Displacee.

2.4.2.2 Providing 90-day notice to Displacee. Displacee may not receive a 90-day notice prior to aninitial interview. If Displacee is not entitled to relocation benefits by virtue of not being legally present in the United States, this milestone would be reduced to a single milestone of $1,000.

2.4.3 $2,975 payment milestone paid upon;

2.4.3.1 Submitting memorandum to HCRMA R/W Office reporting the actual date the Displacee vacated parcel and includes detailed documentation (as directed by the HCRMA R/W Office) of the move. This assumes the move was monitored.

2.4.4 $2,550 payment milestone paid upon;

2.4.4.1 Transmittal of memorandum to HCRMA R/W Office stating that all relocation assistance hasbeen completed.

2.4.4.2 Submittal of completed file to HCRMA R/W Office with documents filed by date of activity.Completed file documents must contain; all contacts with the Displacee, completed claim forms and copies of all payment submissions for relocation assistance, and signed form (in checklist format, as directed and approved by the HCRMA R/W Office) by the Displacee verifying move is completed and all benefits have been explained to them.

2.5 **Fee for Personal Property and Storage Unit Relocation Assistance Service - $2,250**

2.5.1 Payment made on per Displacee basis

2.5.2 $975 payment milestone paid upon;

2.5.2.1 Submitting to HCRMA R/W Office completed ROW-R-MP, ROW-R-96 and ROW-R-CEsigned by Displacee.

2.5.2.2 Providing 90-day notice to Displacee. Displacee may not receive a 90-day notice prior to an initial interview. If Displacee is not entitled to relocation benefits by virtue of not being legally present in the United States, this milestone would be reduced to a single milestone of $700.

2.5.3 $1,275 payment milestone paid upon;

2.5.3.1 Transmittal of memorandum to HCRMA R/W Office stating that all relocation assistance hasbeen completed.

2.5.3.2 Submittal of completed file to HCRMA *R/W* Office with documents filed by date of activity.Completed file documents must contain; all contacts with the Displacee, completed claim forms and copies of all payment submissions for relocation assistance, and signed form (in checklist format, as directed and approved by the HCRMA *R/W* Office) by the Displaceeverifying move is completed and all benefits have been explained to them.

2.6 Fee for Outdoor Advertising Sign Relocation Assistance Service - $3,750

2.6.1 Payment made on per Displacee basis

2.6.2 $ 1,687.50 payment milestone paid upon;

2.6.2.1 Submitting to HCRMA *R/W* Office, completed ROW-R-MP, ROW-R-96 and ROW-R-CE signed by Displace.

2.6.2.2 Providing 90-day notice to Displacee. Displacee may not receive a 90-day notice prior to an initial interview. If Displacee is not entitled to relocation benefits by virtue of not being legallypresent in the United States, this milestone would be reduced to a single milestone of $300. If necessary, the Provider will obtain moving estimates and submit the fully executed Form R-119 to the HCRMA R/W Office for pre-approval.

2.6.3 $ 2,062.50 payment milestone paid upon;

2.6.3.1 Transmittal of memorandum to HCRMA *R/W* Office stating that all relocation assistance has been completed.

2.6.3.2 Submittal of completed file to HCRMA *R/W* Office with documents filed by date of activity. Completed file documents must contain; all contacts with the Displacee, completed claim forms and copies of all payment submissions for relocation assistance, and signed form (in checklist format, as directed and approved by the HCRMA *R/W* Office) bythe Displacee verifying move is completed and all benefits have been explained to them.

2.7 **Fee for Condemnation Support Services - $7,000**

2.7.1 Payment made on per parcel basis

2.7.2 $2,800 payment milestone paid upon;

2.7.2.1 Receipt of the submission of an RTE-49 acceptable to the HCRMA *R/W* Office.

2.7.2.2 With written approval by HCRMA *R/W* Office, the provider may be instructed to begin the administrative preparation of the ROW-E-49 package after the initial offer letter ispresented to the property owner. In all cases, to receive payment for this milestone, the provider must complete and submit a form ROW-E-49 acceptable to the HCRMA *R/W* Office.

2.7.3 $2,450 payment milestone paid upon;

2.7.3.1 Setting the date for the Special Commissioners Hearing and providing the HCRMA R/WOffice with a copy of the completed order setting the Hearing signed by all Special Commissioners.

2.7.4 $1,050 payment milestone paid upon service of the notice of Hearing.

2.7.5 $700 payment milestone paid upon Notice of Deposit

2.8 **HOURLY BASIS:**

Right of Way Manager	$150 per hour
Senior Right of Way Agent	$125 per hour
Right of Way Agent	$100 per hour
Relocation Manager	$150 per hour
Senior Relocation Agent	$120 per hour
Relocation Agent	$100 per hour
Support Staff	$ 80 per hour

ATTACHMENT H

Fees

Payment made on a per parcel basis:

▪ Right of Way Agent Negotiation Services	$6,000 per parcel
▪ Title and Closing Services	$1,500 per parcel
▪ Residential Relocation Services	$7,850 per parcel
▪ Business Relocation Services	$8,500 per parcel
▪ Personal Property and Relocation Services	$2,250 per parcel
▪ Outdoor Sign Relocation Services	$3,750 per parcel
▪ Condemnation Support Services	$7,000 per parcel

HOURLY BASIS:

▪ Right of Way Manager	$150 per hour
▪ Senior Right of Way Agent	$125 per hour
▪ Right of Way Agent	$100 per hour
▪ Relocation Manager	$150 per hour
▪ Senior Relocation Agent	$120 per hour
▪ Relocation Agent	$100 per hour
▪ Support Staff	$ 80 per hour

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021- 70

CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NUMBER 7 WITH SENDERO ACQUISITIONS, LP TO PROVIDE REMAINING 365 TOLLWAY RIGHT-OF-WAY ACQUISITION SERVICES

THIS RESOLUTION is adopted this 23rd day of November, 2021, 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, the Authority has adopted a Strategic Plan that prioritizes the State Highway 365 (SH 365), International Bridge Trade Corridor (IBTC) and State Highway 68 (SH 68) Projects;

WHEREAS, on December 10, 2013, the Authority closed on the Vehicle Registration Fee Revenue and Refunding Bond Series 2013 and has programmed the funds for the advance project development of the SH 365 and IBTC Projects;

WHEREAS, the Authority solicited Statement of Qualifications for Right of Way Agent Services for the State Highway 365 and International Bridge Trade Corridor Projects;

WHEREAS, on September 27, 2013, the Authority received a single response to the request for Statement of Qualifications for Right of Way Agent Services for the State Highway 365 and International Bridge Trade Corridor Project;

WHEREAS, on December 18, 2013, the Authority authorized HCRMA staff to negotiate with the single response to the Statement of Qualifications for Right of Way Agent Services;

WHEREAS, on March 19, 2014, the Authority awarded a Professional Service Agreement to AR\WS Texas LP for Right of Way Agent Services;

WHEREAS, the Authority executed various scopes for right-of-way acquisitions services for its Capital Improvement Projects of the 365 Tollway (Segments 1, 2, and 3) and International Bridge Trade Corridor (IBTC) over five (5) work authorizations (with supplementals thereto) between September 10, 2014 and February 2, 2017:

- 9/10/2014 WA 1 - Tract 2, 3 Parcel 2 SH 365 South 281 in the amount of $14,400.00
- 9/11/2014 WA 2 - Acquisition & Relocation Services in Quiet Village for the ETT Transmission Project in the amount of $214,600.00
- 12/15/2014 WA 2 Supp 1 - Acquisition & Relocation Services in Quiet Village for the ETT Transmission Project in the amount of $160,000.00
- 12/15/2014 WA 2 Supp 2 - Acquisition & Relocation Services in Quiet Village for the

ETT Transmission Project in the amount of $58,000.00

- 3/16/2015 WA 2 Supp 3 - Acquisition & Relocation Services in Quiet Village for the ETT Transmission Project in the amount of $20,000.00;
- 9/11/2014 WA 3 - Acquisition & Relocation Services in Red River subdivision for the ETT Transmission Project in the amount of $312,600.00;
- 9/19/2014 WA 3 Supp 1 - Acquisition & Relocation Services in Red River subdivision for the ETT Transmission Project in the amount of $168,000.00;
- 12/14/2015 WA 3 Supp 2 - Acquisition & Relocation Services in Red River subdivision for the ETT Transmission Project in the amount of $27,600.00;
- 12/15/2014 WA 4 - Acquisition & Relocation Services Along the IBTC corridor in the amount of $330,400.00;
- 3/16/2015 WA 4 Supp 1 - Acquisition & Relocation Services Along the IBTC corridor in the amount of $78,440.00;
- 7/20/2015 WA 5 - Acquisition & Relocation Services for the 365 Tollway Seg. 1 and 2 in the amount of 998,800.00; and
- 2/23/2017 WA 5 Supp 1 - Acquisition & Relocation Services for the 365 Tollway in the amount of $39,300.00

WHEREAS, on March 28, 2017, the Board approved Resolution 2017-28 approving Supplemental 1 to the Professional Service Agreement with Sendero Acquisitions, LP., (Assignment of contract from AR/WS Texas LP) for a no-cost time extension (March 31, 2017 to December 31, 2018) to provide Right of Way Services to the Hidalgo County Regional Mobility Authority;

WHEREAS, on December 11, 2018 the Authority approved Resolution 2018-73 for Supplemental 2 to the Professional Service Agreement with Sendero Acquisition, LP, to provide Right of Way Services to the Hidalgo County Regional Mobility Authority for the 365 Tollway and International Bridge Trade Corridor projects;

WHEREAS, the Authority executed right-of-way acquisitions services for the 365 Tollway project utility relocations as follows:

- 7/22/2021 WA 6 - Deeds & Acquisitions-Easement Svc Lonestar Pipeline/365 Toll in the amount of $5,400.00

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-69 – Consideration and Approval of Contract Amendment Number 3 to the professional service agreement with Sendero Acquisitions, LP for a time extension and milestone unit cost update to provide Right-of-Way Acquisition Services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on November 23, 2021, the Authority finds it necessary to approve Resolution 2021-70 Consideration and Approval of Work Authorization Number 7 with Sendero Acquisitions, LP to provide Remaining 365 Tollway Right-of-Way Acquisition Services.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. restated. The recital clauses are incorporated in the text of this Resolution as if full

Section 2. The Board approves Work Authorization Number 7 with Sendero Acquisitions, LP to provide Remaining 365 Tollway Right-of-Way Acquisition Service, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 3 to the Professional Service Agreement for Right of Way Agent Services with Sendero Acquisitions, LP.

*****

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 23rd day of November 2021, at which meeting a quorum was present.

S. David Deanda, Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

CONTRACT AMENDMENT 3 TO THE PROFESSIONAL SERVICE AGREEMENT

WITH

SENDERO ACQUISITIONS, LP

FOR

ACQUISITION OF RIGHT OF WAY

WORK AUTHORIZATION No. # 7
FOR ACQUISITION AND RELOCATION SERVICES
H.C.R.M.A SH365
ROW CSJ: 3627-01-001
ROW CSJ: 0921-02-368

1. Identification of parcels to be acquired and all right of way acquisition and relocation services to be completed by the provider are shown on the attached Fee Schedule of this work authorization.

2. Services (if any) to be performed by subcontracts or by third-party vendors and invoiced as pass-through costs must be approved HCRMA Executive Director.

3. The direct cost of preliminary title commitments, title insurance and cost of filing petition in eminent domain cases are not to be considered a pass-through expense, and will be paid directly HCRMA.

4. List all Provider personnel to serve in key roles in the performance of each service of this work authorization. (name, address, phone and service performed):

   Sendero Acquisitions, LP
   Carlos Lascurain, Principal, Project Manager, Negotiator – 956-821-9869
   Eduardo R. DeLeon, Negotiator - 956-739-7407
   Ashleigh Swaim, Condemnation Support Specialist – 956-627-2298
   Johnathan Morrow, Condemnation Support, Relocation, Negotiation – 325-672-5540
   John Reed – Relocation Supervisor QA/QC - 512-468-5097
   Jerry Reavis – Relocation, 210-260-8469
   Natallee Dominguez – Administrative Support – 956-627-2298
   Taylor Carroll – Billing/Administrative Support – 325-672-5540
   Maggie Curington – Billing/Administrative Support – 325-672-5540
   Mendy Baird, Principal – 325-672-5540; 325-518-5380
   Charles Davis, Principal – 325-672-5540

5. Hidalgo County Regional Mobility Authority primary contacts are as follows:

   Pilar Rodriguez, P.E. – Executive Director, phone: 956-402-4762
   Ramon Navarro IV, P.E., C.F.M. – Chief Construction Engineer, 956-402-4763

6. Final Cost: **$210,100.00**

7. Interim Completion Dates (not required): none reported

8. Term: Expires on December 30, 2023

9. Additional Requirements (if any): none reported

WORK AUTHORIZATION No. # 7
FOR ACQUISITION AND RELOCATION SERVICES
H.C.R.M.A SH365
ROW CSJ: 3627-01-001
ROW CSJ: 0921-02-368

Accepted by Acquisition Provider:	Authorized by the HCRMA:
Signature Date	Signature Date
Carlos Lascurain	Pilar Rodriguez, PE
Print Name	Print Name
Principal	Executive Director
Print Title	Print Title
Sendero Acquisitions, LP	Hidalgo County Regional Mobility Authority
Print Company Name	Print Company Name

WORK AUTHORIZATION No. # 7
FOR ACQUISITION AND RELOCATION SERVICES
H.C.R.M.A SH365
ROW CSJ: 3627-01-001
ROW CSJ: 0921-02-368

FEE SCHEDULE - Attached

Specific Parcel Number	ROW CSJ:	Title and Closing Service	Negotiation Service	Relocation Service								Total Cost
				units	Residential	units	Business	units	Outdoor Advertising Sign	units	Personal Property or Storage Units	
PID# 236793 (TE)	0921-02-368	1,500	6,000		0		0		0		0	7,500.00
PID# 584480 (TE)	0921-02-368	1,500	6,000		0		0		0		0	7,500.00
PID# 270199 (TE)	0921-02-368	1,500	6,000		0		0		0		0	7,500.00
PID# 270197 (TE)	0921-02-368	1,500	6,000		0		0		0		0	7,500.00
ID1	3627-01-001	1,500	6,000		0		0		0		0	7,500.00
HCID2-P1	3627-01-001	1,500	6,000		0		0		0		0	7,500.00
HCID2-P2	3627-01-001	1,500	6,000		0		0		0		0	7,500.00
HCID2-P3	3627-01-001	1,500	6,000		0		0		0		0	7,500.00
HCID2-37-P1, 37-P2	3627-01-001	1,350	4,200		0		0		0		0	5,550.00
HCID2-47	3627-01-001	1,350	4,200		0		0		0		0	5,550.00
HCID2-50	3627-01-001	1,350	4,200		0		0		0		0	5,550.00
HCID2-51	3627-01-001	1,350	4,200		0		0		0		0	5,550.00
HCID2-53-P1	3627-01-001	1,350	4,200		0		0		0		0	5,550.00
HCID2-53-P2	3627-01-001	1,350	4,200		0		0		0		0	5,550.00
HCID2-56-P1	3627-01-001	1,350	4,200		0		0		0		0	5,550.00
HCID2-64-P1	3627-01-001	1,350	4,200		0		0		0		0	5,550.00
HCID2-64-P2	3627-01-001	1,350	4,200		0		0		0		0	5,550.00
HCID2-67-P1	3627-01-001	1,350	4,200		0		0		0		0	5,550.00
HCID2-67-P2	3627-01-001	1,350	4,200		0		0		0		0	5,550.00
HCID2-67-P4	3627-01-001	1,350	4,200		0		0		0		0	5,550.00
HCID2-70	3627-01-001	1,350	4,200		0		0		0		0	5,550.00
HCID2-71	3627-01-001	1,350	4,200		0		0		0		0	5,550.00
HCID2-73	3627-01-001	1,350	4,200		0		0		0		0	5,550.00
HCID2-74	3627-01-001	1,350	4,200		0		0		0		0	5,550.00
HCID2-28	3627-01-001	1,350	4,200		0		0		0		0	5,550.00
HCID2-29	3627-01-001	1,350	4,200		0		0		0		0	5,550.00

Specific Parcel Number	ROW CSJ:	Title and Closing Service	Negotiation Service	Relocation Service								Total Cost
				units	Residential	units	Business	units	Outdoor Advertising Sign	units	Personal Property or Storage Units	
HCID2-30	3627-01-001	1,350	4,200		0		0		0		0	5,550.00
HCID2-40-P5	3627-01-001	1,350	4,200		0		0		0		0	5,550.00
HCID2-43	3627-01-001	1,350	4,200		0		0		0		0	5,550.00
HCID2-56-P2	3627-01-001	1,350	4,200		0		0		0		0	5,550.00
30		41,700	140,400	0	$0	0	$0	0	$0	0	$0	182,100.00

Condemnation Support Service is based upon an ***Estimated*** 4 parcels at $7,000 per parcel $28,000.00

Total Fee Schedule for Work Authorization **$210,100.00**

COMMENTS

HCID2 Parcels 37-P1/37-P2, 47, 50, 51, 53-P1, 53-P2, 56-P1, 64-P1, 64-P2, 67-P1, 67-P2, 67-P4, 70, 71, 73, 74, 28, 29, 30, 40-P5, 43, 56-P2 included in this work authorization are for the following partial milestones *only* :

- Title and Closing Service = 1,500 per parcel = Service is for Milestone 2 (600), Milestone 3 (300), Milestone 4 (450) equates to $1,350
- Fee for Negotiation Service = 6,000 per parcel = Service is for Milestone 3 (2,625), Milestone 4 (1,575) equates to $4,200

Specific Parcel Number	ROW CSJ:	Title and Closing Service	Negotiation Service	Relocation Service								Total Cost
				units	Residential	units	Business	units	Outdoor Advertising Sign	units	Personal Property or Storage Units	

Notes regarding the above listed HCID2 parcels:

- *Title and Closing Serivce Milestone 1* for the subject parcels were performed previously on Sendero Acquisitions, LP Work Authorization No. 5 and ***will not*** be billed under this current work authorization.

- *Title and Closing Serivce Milestone 2* for the subject parcels were performed previously on Sendero Acquisitions, LP Work Authorization No. 5 for issuance of final offer letter; Milestone 2 for the subject parcels ***will*** be billed again under this work authorization upon submission of acceptable deed payment package.

- *Negotiation Service Milestone 1 and Milestone 2* for the subject parcels were performed previously on Sendero Acquisitions, LP Work Authorization No. 5 and ***will not*** be billed under this current work authorization.

- *Negotiation Serivce Milestone 3* for the subject parcels were performed previously on Sendero Acquisitions, LP Work Authorization No. 5 for presentation of final offer; Milestone 3 for the subject parcels ***will*** be billed under this work authorization upon submission of acceptable

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-71

APPROVAL OF WORK AUTHORIZATION NUMBER 10 TO THE PROFESSIONAL SERVICE AGREEMENT WITH C&M ASSOCIATES FOR A TRAFFIC AND REVENUE BRING-DOWN LETTER UPDATE AND VALUE ENGINEERING CHANGE PROPOSAL (VECP) MODELING

THIS RESOLUTION is adopted this 23rd day of November 2021 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; and

WHEREAS, the Authority approved Resolution 2017-59 – Approval of Work Authorization Number 1 to the Professional Services Agreement with C&M Associates, Inc. to provide updated ESALS for the Environmental Clearance Document for the International Bridge Trade Corridor Project. in the amount of $18,173.08; and

WHEREAS, the Authority approved Resolution 2017-88 – Approval of Work Authorization Number 2 with C&M Associates to provide a scenario planning for the 365 Tollway Project in the amount of $10,096.16; and

WHEREAS, the Authority approved Resolution 2017-96 – Approval of Supplemental Number 1 to Work Authorization Number 2 with C&M Associates to provide a scenario planning for the 365 Tollway Project in the amount of $18,375.00; and

WHEREAS, the Authority approved Resolution 2018-03 – Approval of Supplemental Number 2 to Work Authorization Number 2 the Professional Service Agreement with C&M Associates to provide a Traffic & Revenue analysis of Scenario "G" for the 365 Tollway Project in the amount of $18,375.00; and

WHEREAS, the Authority approved Resolution 2018-23 – Approval of Work Authorization Number 3 to the Professional Services Agreement with C&M Associates, Inc. to provide International Bridge Trade Corridor Traffic Projections utilizing Texas Department of Transportation Planning and Programming (TxDOT TPP) Procedures in the amount of $35,019.23; and

WHEREAS, the Authority approved Resolution 2018-64 Approval of Work Authorization Number 4 with C&M Associates, Inc. to provide the 365 Tollway Project – Traffic and Revenue Update (2018) including an update to the Bringdown Letter in the amount of $49,223.08; and

WHEREAS, the Authority approved Resolution 2018-69 Approval of Work Authorization Number 5 to the Professional Service Agreement with C&M Associates, Inc. for traffic & revenue analysis of scenario "I" for the 365 Tollway Project, in the amount of $18,375.00; and

WHEREAS, the Authority approved Resolution 2018-70 Approval of Contract Amendment Number 6 to the Professional Service Agreement with C&M Associates to increase the maximum payable amount by $18,375.00 for Work Authorization Number 5 for a revised maximum payable amount of $167,363.55; and

WHEREAS, the Authority approved Resolution 2019-08 Approval of Work Authorization Number 6 to the Professional Service Agreement with C&M Associates, Inc. for traffic and revenue analysis of scenarios "J" & "K" for the 365 Tollway rescope and rebid, in the amount of $17,250.00; and

WHEREAS, the Authority approved Resolution 2019-09 Approval of Contract Amendment Number 7 with C&M Associates to increase the maximum payable amount by $17,250.00 for Work Authorization Number 6 for a revised maximum payable amount of $184,886.55; and

WHEREAS, the Authority approved Resolution 2019-22 Approval of Work Authorization Number 7 to the Professional Services Agreement with C&M Associates for IBTC Traffic Projection Update using the latest update of the Lower Rio Grande (LRGV) Travel Demand Model (TDM) for 2019 in the amount of $15,896.71; and

WHEREAS, the Authority approved Resolution 2019-23 Contract Amendment 8 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 7 in the amount of $15,896.71 for a revised maximum payable amount of $200,783.26; and

WHEREAS, the Authority approved Resolution 2019-35 Approval of Work Authorization Number 8 to the Professional Services Agreement with C&M Associates for the Investment Grade Traffic and Revenue Study for the 365 Tollway Project in the amount of $390,634.80; and

WHEREAS, the Authority approved Resolution 2019-36 Contract Amendment 9 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 8 in the amount of $390,634.80 for a revised maximum payable amount of $591,418.06; and

WHEREAS, on August 24, 2021 the Authority approved Resolution 2021-32 Approval of Work Authorization Number 9 to the Professional Service Agreement with C&M Associates, Inc. for a Traffic and Revenue Bring-Down letter for the 365 Tollway project financing in the amount of $35,598.24; and

WHEREAS, on August 24, 2021 the Authority approved Resolution 2021-33 Contract Amendment 10 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 9 in the amount of $35,598.24 for a revised maximum payable amount of $627,016.30; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-71 Approval of Work Authorization Number 10 to the Professional Service Agreement with C&M Associates, Inc. for a Traffic and Revenue Bring-Down letter update for the 365 Tollway project financing and Value Engineering Change Proposal (VECP) modeling in the amount of $96,952.04.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Work Authorization Number 10 to the Professional Services Agreement with C&M Associates, Inc., in the amount of $96,952.04 hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization Number 10 to the Professional Services Agreement with C&M Associates as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of November 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Work
Authorization
Number 10
to
Professional Service Agreement
with
C&M
Associates, Inc.
for
Traffic
Engineering
Services for the
365 TOLL
Project

WORK AUTHORIZATION NO. 10
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 C&M Associates, Inc. (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 $96,952.04 and the method of payment is Lump Sum as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee 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 December 31, 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 HCRMA Systemwide Traffic and Revenue Services for HCRMA Systemwide Projects including the 0010 IBTC and 0030 365 TOLL."

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Carlos M. Contreras	Pilar Rodriguez
(Printed Name)	(Printed Name)
President	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

Exhibit A	Services to be provided by the Authority
Exhibit B	Services to be provided by the Engineer
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Exhibit H-2	Subprovider Monitoring System Commitment Agreement

EXHIBIT A

SERVICES TO BE PROVIDED BY THE AUTHORITY

The AUTHORITY will provide the following general items.

1. Authorization to begin work.
2. Timely payment for work performed by the Engineer and accepted by the AUTHORITY on a monthly basis.
3. Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the Engineer cannot easily obtain.
4. Provide any available relevant data the AUTHORITY may have on file concerning the project.
5. Review and approve the Engineer's progress schedule with milestone activities and/or deliverables identified.

EXHIBIT C
SERVICES TO BE PROVIDED BY THE ENGINEER – EXTENSION OF SCOPE

In October 2021, C&M completed the 365 TOLL Road Bring Down Letter to support the HCRMA in financing of the 365 TOLL project. The Bring Down Letter was issued to review the traffic and revenue (T&R) assumptions of the 365 TOLL Investment Grade T&R Study submitted in January 2021. The scope extension to the work is related to additional requests from the HCRMA 365 TOLL financial team to revise some T&R assumptions presented in the Investment Grade Study and determine the potential impacts to the T&R forecast. C&M will update the previously submitted Bring Down Letter to reflect these changes.

As part of this extension of the scope of work, C&M will also provide support to the 365 TOLL project team with the following items:

- Support for the Value Engineering (VE) of the 365 TOLL Project
- Support to finalize the General Engineering Contract (GEC) report (T&R operations model)
- Border stakeholder outreach in Hidalgo and Cameron Counties for preliminary talks to coordinate a 365 TOLL Mexican license plate toll enforcement strategy at the U.S./Mexico border.
- Continuous support for financing.

The proposed engineering tasks are described below.

Task 1: Bring Down Letter Update

C&M will update the Bring Down Letter to the latest requests from the HCRMA financial team, including an updated 365 TOLL T&R forecast considering only two (instead of three) main lanes per direction from the year 2040 onwards to the end of the 40-year forecast period. Similar, C&M will not include the expansion of the 365 TOLL frontage roads in the future model years as previously assumed in the T&R Investment Grade Study. C&M will consider only the project alignment of the 365 TOLL project as presented in Phase 1 of the project. Since all future project expansions dependent on potential developer participation or other funding availability that is uncertain.

The update of the Bring Down Letter will include any other changes to the 365 TOLL revenue estimates that will result from changes in the 365 TOLL road alignment per the VE effort undertaken by the HCRMA. Any changes in number of lanes or ramp locations will result in T&R that differs from the forecast presented in the submitted Bring Down Letter.

Task 2: Value Engineering Support

C&M will support the HCRMA value engineering team in identifying possible changes to the design of the 365 TOLL Road that will result in construction cost savings. Changes to the 365 TOLL design that impact the capacity of the project will also impact the project's T&R. Similarly, changes that are related to the

project's access and exit ramp locations or closing/opening ramps must be run through C&M's travel demand model to identify possible changes to the T&R forecast.

There are several ideas presented by the VE team which C&M might consider as scenarios, within this scope C&M will run the scenario to reducing the number of mainlanes on 365 TOLL from two to one around FM 494 (Shary Rd). The reduction of the shoulder lanes, the change of the design of exit ramps or other changes that do not affect directly the projects capacity or the configuration of access and exit ramps to the 365 TOLL road will not affect the T&R forecast.

C&M will develop the required scenarios within its travel demand modeling process, with each scenario including the following sub-tasks:

- Modifying the road-network geometry to reflect the proposed changes for each of the project model years (project opening year 2026 and future years 2030, 2040, and 2045).
- Developing the model attributes for the network links that will have to be added or changed depending on the proposed changes.
- Performing quality assurance and quality control on the coding that was performed for the model year road networks.
- Re-running the four-step travel demand model, including the distribution and trip assignment steps.
- Obtaining and consolidating the daily modeling results and incorporating them in the post-processing model.
- Obtaining annual T&R results for the scenario.

Under this task, C&M will also provide traffic-related information as needed to support the 365 TOLL design team in its pavement design and noise analysis for environmental project clearance. The traffic data will be generated for the T&R scenario that will be presented in the updated 365 TOLL Bring Down Letter.

Task 3: GEC – Operational Model Support

C&M will support the GEC engineering team in their efforts to develop an operational model for the 365 TOLL project, particularly regarding the transaction revenue and cost related to video tolling.

New data provided to C&M from the CCRMA or CTRMA in terms of the toll recovery performance of the 365 TOLL project might change the T&R video toll recovery assumptions and, with that, the T&R results for 365 TOLL. Based on its experience, C&M will support the development of the operational model and will address possible resulting changes to the 365 TOLL T&R results in the updated Bring Down Letter.

Task 4: Stakeholder Outreach

On behalf of the HCRMA, C&M will perform border stakeholder outreach in Hidalgo and Cameron Counties to kick off coordination for a 365 TOLL Mexican license plate toll enforcement program at the U.S./Mexico border, which will enforce video license plate payments of 365 TOLL users entering and exiting the United States.

The discussions will include possible enforcement strategies and coordination. The stakeholder outreach will include cities in Hidalgo and Cameron Counties that have U.S./Mexico border crossings. C&M will contact stakeholders, schedule meeting agendas with HCRMA staff, and provide minutes of each of meeting. Meetings will be held in person or online depending on the preference of the stakeholder, schedules and other meeting logistics.

C&M will prepare a technical memorandum summarizing the findings and results of the stakeholder outreach.

Task 5: Continuous Support for Financing

C&M will continue to give support for the project financing, including the following:

- Presentations of C&M's T&R Study and Bring Down Letter to Boards of Directors, policy makers, and elected officials.
- Presentations to financial advisor, underwriters, and bond counsel.
- Responses to peer reviews of the T&R Study and Bring Down Letter by audit consultants and lender's advisors.
- Modifications and excerptions of the T&R Study and/or Bring Down Letter for inclusion in official statements.
- Preparation, due-diligence practice sessions, and coordination meetings with underwriters.
- Face-to-face presentations, teleconferences, written Q&A sessions, and stress scenario development with ratings agencies Moody's, S&P, Fitch Rating, and/or DBRS.
- Investor presentations in Hidalgo County and on-site to pension funds and other institutional investors.
- Scripting and recording of virtual roadshow presentations.
- One-on-one sessions with investors to answer questions.

EXHIBIT C
WORK SCHEDULE

This update will be finalized no later than four (4) weeks after receiving the Notice to Proceed (NTP), tentatively provided November 16, 2021 in order to expedite delivery of these critical tasks for the project finance deadlines in December.

EXHIBIT 'D'

Fee Schedule/Budget for

Hidalgo County Regional Mobility Authority (HCRMA)

Traffic and Revenue Consultant

Work Authorization No.10

Professional Engineering Services for the HCRMA

Consultant: C&M ASSOCIATES, INC.

Schedule Duration: 4 Weeks after NTP

365 T&R Bring-Down Letter / VECP Analysis / OPEX Model Support / Finance Support

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/Project Director	Project Manager	Senior Transportation Modeler	Transportation Modeler	Analyst	Total Labor Hrs.	Task Cost
Task 1. Bring Down Letter Update	8	28	52	96	120	304	$ 29,893.16
Task 2. Value Engineering Support - First Scenario	8	32	48	88	120	296	$ 29,260.64
Task 3. Operational Model Support	8	16	32			56	$ 7,645.12
Task 4. Stakeholder Outreach	4	24	32	16	32	108	$ 11,742.72
Task 5. Support for financing	32	32	16	16		96	$ 15,510.40
TOTAL	60	132	180	216	272	860	$ 94,052.04
LOADED LABOR RATE PER HOUR	$ 254.38	$ 130.63	$ 110.00	$ 89.38	$ 82.50		
DIRECT LABOR COSTS	$ 15,262.80	$ 17,243.16	$ 19,800.00	$ 19,306.08	$ 22,440.00		
% LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	16.23%	18.33%	21.05%	20.53%	23.86%		
% LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON HOURS)	6.98%	15.35%	20.93%	25.12%	31.63%		
TOTAL LABOR COST							$ 94,052.04

	Unit	Unit Price	QTY	
Air Ticket	Round Trip/Person	$ 500	4	$ 2,000.00
Transportation	Per ride	$ 50	2	$ 100.00
Lodging	Per Day	$ 100	4	$ 400.00
Food	Per day	$ 50	8	$ 400.00
TOTAL DIRECT COST				$ 2,900.00
GRAND TOTAL				$ 96,952.04

EXHIBIT 'D'

Fee Schedule/Budget for

Hidalgo County Regional Mobility Authority (HCRMA)

Traffic and Revenue Consultant

Work Authorization No.10

Professional Engineering Services for the HCRMA

Consultant: C&M ASSOCIATES, INC.

Schedule Duration: 4 Weeks after NTP

365 T&R Bring-Down Letter / VECP Analysis / OPEX Model Support / Finance Support

PROGRAM MANAGEMENT SERVICES DESCRIPTION	**Principal/Project Director**	**Project Manager**	**Senior Transportation Modeler**	**Transportation Modeler**	**Analyst**	**Total Labor Hrs.**	**Task Cost**

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). ***NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.***

Contract #: 02-TR32-17-02 Assigned Goal: 12.2% Prime Provider C&M Associates, Inc.

Work Authorization (WA)#: 10 WA Amount: $96,952.04 Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Investment Grade T&R Projections 365 Tollway (Bringdown/VECP)	**$96,952.04**
	$0
Total Commitment Amount *(Including all additional pages.)*	**$0**

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: C&M Associates, Inc. **Address: 15770 Dallas Parkway,** **VID Number: 20-1113510** **PH: 214-245-5300 & FAX:** **Email: cmcontreras@candm-associates.com**	**Name:** Carlos M. Contreras ***(Please Print)*** **Title:** President _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-72

APPROVAL OF CONTRACT AMENDMENT 11 TO THE PROFESSIONAL SERVICE AGREEMENT WITH C&M ASSOCIATES, INC. TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 10

THIS RESOLUTION is adopted this 23rd day of November 2021 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; and

WHEREAS, the Authority approved Resolution 2017-59 – Approval of Work Authorization Number 1 to the Professional Services Agreement with C&M Associates, Inc. to provide updated ESALS for the Environmental Clearance Document for the International Bridge Trade Corridor Project. in the amount of $18,173.08; and

WHEREAS, the Authority approved Resolution 2017-88 – Approval of Work Authorization Number 2 with C&M Associates to provide a scenario planning for the 365 Tollway Project in the amount of $10,096.16; and

WHEREAS, the Authority approved Resolution 2017-96 – Approval of Supplemental Number 1 to Work Authorization Number 2 with C&M Associates to provide a scenario planning for the 365 Tollway Project in the amount of $18,375.00; and

WHEREAS, the Authority approved Resolution 2018-03 – Approval of Supplemental Number 2 to Work Authorization Number 2 the Professional Service Agreement with C&M Associates to provide a Traffic & Revenue analysis of Scenario "G" for the 365 Tollway Project in the amount of $18,375.00; and

WHEREAS, the Authority approved Resolution 2018-23 – Approval of Work Authorization Number 3 to the Professional Services Agreement with C&M Associates, Inc. to provide International Bridge Trade Corridor Traffic Projections utilizing Texas Department of Transportation Planning and Programming (TxDOT TPP) Procedures in the amount of $35,019.23; and

WHEREAS, the Authority approved Resolution 2018-64 Approval of Work Authorization Number 4 with C&M Associates, Inc. to provide the 365 Tollway Project – Traffic and Revenue Update (2018) including an update to the Bringdown Letter in the amount of $49,223.08; and

WHEREAS, the Authority approved Resolution 2018-69 Approval of Work Authorization Number 5 to the Professional Service Agreement with C&M Associates, Inc. for traffic & revenue analysis of scenario "I" for the 365 Tollway Project, in the amount of $18,375.00; and

WHEREAS, the Authority approved Resolution 2018-70 Approval of Contract Amendment Number 6 to the Professional Service Agreement with C&M Associates to increase the maximum payable amount by $18,375.00 for Work Authorization Number 5 for a revised maximum payable amount of $167,363.55; and

WHEREAS, the Authority approved Resolution 2019-08 Approval of Work Authorization Number 6 to the Professional Service Agreement with C&M Associates, Inc. for traffic and revenue analysis of scenarios "J" & "K" for the 365 Tollway rescope and rebid, in the amount of $17,250.00; and

WHEREAS, the Authority approved Resolution 2019-09 Approval of Contract Amendment Number 7 with C&M Associates to increase the maximum payable amount by $17,250.00 for Work Authorization Number 6 for a revised maximum payable amount of $184,886.55; and

WHEREAS, the Authority approved Resolution 2019-22 Approval of Work Authorization Number 7 to the Professional Services Agreement with C&M Associates for IBTC Traffic Projection Update using the latest update of the Lower Rio Grande (LRGV) Travel Demand Model (TDM) for 2019 in the amount of $15,896.71; and

WHEREAS, the Authority approved Resolution 2019-23 Contract Amendment 8 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 7 in the amount of $15,896.71 for a revised maximum payable amount of $200,783.26; and

WHEREAS, the Authority approved Resolution 2019-35 Approval of Work Authorization Number 8 to the Professional Services Agreement with C&M Associates for the Investment Grade Traffic and Revenue Study for the 365 Tollway Project in the amount of $390,634.80; and

WHEREAS, the Authority approved Resolution 2019-36 Contract Amendment 9 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 8 in the amount of $390,634.80 for a revised maximum payable amount of $591,418.06; and

WHEREAS, on August 24, 2021, the Authority approved Resolution 2021-32 Approval of Work Authorization Number 9 to the Professional Services Agreement with C&M Associates for a Traffic and Revenue Bring-Down letter for the 365 Tollway Project financing in the amount of $35,598.24; and

WHEREAS, on August 24, 2021, the Authority approved Resolution 2021-33 Contract Amendment 10 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 9 in the amount of $35,598.24 for a revised maximum payable amount of $627,016.30.

WHEREAS, the Authority approved Resolution 2021-71 Approval of Work Authorization Number 10 to the Professional Service Agreement with C&M Associates, Inc. for a Traffic and Revenue Bring-Down letter update for the 365 Tollway project financing and Value Engineering Change Proposal (VECP) modeling in the amount of $96,952.04.

WHEREAS, the Authority finds it necessary to approve Resolution 2021-72 Contract Amendment 11 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 10 in the amount of $96,952.04 for a revised maximum payable amount of $723,968.34.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Contract Amendment Number 11 to the Professional Services Agreement with C&M Associates, Inc., for a revised maximum amount payable of $723,968.34 hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 11 to the Professional Services Agreement with C&M Associates as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of November 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Contract
Amendment 11
to
Professional Service Agreement
with
C&M
Associates, Inc.
for
Traffic
Engineering
Services for the
365 TOLL
Project

♦Contract♦

Hidalgo County Regional Mobility Authority (HCRMA)(Authority)

Investment Grade Traffic and Revenue Projections for the 365 Tollway Project

Contract Amendment No. 11

November 23, 2021

C&M ASSOCIATES, INC.

SUPPLEMENTAL AGREEMENT NO. 11

TO PROFESSIONAL SERVICES
AGREEMENT FOR ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 11 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Attachment A General Provisions, Section 6, Supplemental Agreements of that certain Professional Services Agreement for Engineering Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and C&M Associates, Inc. (the Engineer).

The following terms and conditions of the Agreement are hereby amended as follows:

Article II Agreement Period
This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2022.

Article III Compensation
Article III Compensation shall be amended to increase the maximum amount payable under this contract from $627,016.30 to $723,968.34 for a total increase of $96,952.04 due to additional scope and effort outlined in Work Authorization No. 9 for the "Bringdown Letter for the 365 Tollway Project T&R Report".

This Supplemental Agreement No. 11 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
_____	Executive Director
(Title)	(Title)
_____	_____
(Date)	**(Date)**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2021-73

ADOPTION OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FISCAL YEAR 2022 OPERATING AND CAPITAL BUDGET

THIS RESOLUTION is adopted this 20th day of December, 2021 by the Board of Director of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"); is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, the Authority was created by Order of Hidalgo County (the "County") dated October 26, 2004; Petition of the County dated April 21, 2005; and a Minute Order of the Texas Transportation Commission (the "Commission") dated November 17, 2005, pursuant to provisions under the Act the Authority; and

WHEREAS, the Authority is required to report to the Texas Department of Transportation the annual operating and capital budget adopted pursuant to the Texas Administrative Code, Title 43, Part 1, Chapter 26, Subchapter G (Regional Mobility Authority Reports and Audits), as amended; and

WHEREAS, the Authority's fiscal year commences on January 1, 2022 and ends on December 31, 2022; and

WHEREAS, the Authority has reviewed the proposed Fiscal Year 2022 Budget for the necessary operating and capital expenses;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTOR OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board adopts the Fiscal Year 2022 Operating and Capital Budget, hereto attached as Exhibit A.

Section 3. The Board of Directors authorize the Executive Director to manage and administer the Fiscal Year 2022 Operating and Capital Budget.

*****

Passed and Approved as to be effective immediately this 20th day of December 2021, at a regular meeting of the Board of Directors of the Hidalgo County Regional Mobility Authority at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.

S. David Deanda, Jr., Chairman

Attest:

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FISCAL YEAR 2022
OPERATING AND CAPITAL BUDGET

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

October 14, 2021

To: S. David Deanda, Jr., Chairman

From: Pilar Rodriguez, Executive Director
Jose H. Castillo, Chief Financial Officer

Subject: Preliminary Budget for Year 2022

Background

As provided by law and good business practice, the Hidalgo County Regional Mobility Authority preliminary budget as recommended for calendar year 2022 is respectfully submitted to the Board of Directors for consideration, approval and adoption. It consists of three distinct sections (fund types)—namely, the General Fund, the Debt Service Funds and the Capital Project Fund. Presently, this budget doesn't include appropriations for Capital Projects Fund. Once funding sources and uses for the 365 Toll Project are determined an amended budget for the project will be submitted. The only inclusion to the Capital Projects Fund is an estimated transfer of $700K to continue the advance project development.

Overview of the Budget

The budget for 2022 as presented reflects total spending at $8.4M—with $2.9M for operations, $4.7M for combined debt service and 700K for project development. The 2021 adopted budget reflected $7.8M total spending, which consisted: of $2.7M for operations; $4.3M debt services; and $700K for project development.

General Fund – Within the General Fund, a conservative approach was taken regarding the Vehicle Registration Fees and were budgeted at $7.0M as compared to $6.5M in 2021. Permit fees were budgeted at $1.1M as compared to $1M in 2021. Operating appropriations are anticipated to increase by $233,906 or 8.47% from $2.7M in 2021 to $2.9M in 2022.

- The 2022 proposed budget is divided into four (4) Departments:
  - Administration Office with a proposed budget of $1,262,650.
  - Construction Department with a proposed budget of $1,031,000.
  - Program Management Department with a proposed budget of $697,800.

- ROW Operations Department with a proposed budget of $4,000.

- The 2021 budget authorized 17 positions, which remained the same for the 2022 proposed budget. Total compensation, including fringe benefits, and administrative fees amount to $2,212,850. Consisting of:
  - Administration--$760,550.
  - Construction management--$854,600; and
  - Program management--$597,700.

As reflected in the preliminary budget summary, the bond coverage ratio for the VRF Series 2013 Bond and VRF Series 2020A and 2020B is still manageable at 1.76 coverage ratio and the number of days in working capital at 397 days.

Debt Service Funds

Debt service requirement for the remaining revenue bond series 2013 is estimated at $1.5M and the bond series 2020A and 2020B is estimated at $2.4M. Additionally, $1.1M will be transferred from current excess vehicle registration fees as required by the State Infrastructure Bank Loan (SIB) agreement. The SIB Loan will require its second interest payment in the amount of $812,213. No transfer is required, since enough resources are available in its debt service account.

We look forward to presenting this budget to you and welcome any questions, comments and recommendations.

Goal

The goal of this item is to meet the legal requirement as well as provide prudent financial/operational management to the affairs of the HCRMA.

Options

The Board, at its discretion, may wish to modify any part of this recommended budget.

Recommendation

Based upon a review by this Office, it is recommended that the 2022 Preliminary Budget be approved and adopted as presented. A revised budget will be required subject to changes pending the anticipated bond offering during December of the current year.

Hidalgo County Regional Mobility Authority
2022 Combined Preliminary Budget Summary
All Funds

	Beginning Net Position	Projected Revenues	Transfers In	Transfers Out
General Fund				
General Fund	$ 3,966,853	$ 8,102,000	$ -	$ (5,818,290)
Total General Fund	**$ 3,966,853**	**$ 8,102,000**	**$ -**	**$ (5,818,290)**
Debt Service Funds				
Senior Lein Vehicle Registration Fee Series 2013				
Revenue and Refunding Bonds	$ 113,760	$ 5,000	$ 1,499,250	$ -
Senior Lein Vehicle Registration Fee Series 2020				
Revenue and Refunding Bonds	$ 67,384	$ 400	$ 2,470,354	$ -
Junior Lein Revenue Bond, Taxable Series 2016	6,310,468	45,000	1,148,686	-
Tota Debt Service Fund	**$ 6,491,612**	**$ 50,400**	**$ 5,118,290**	**$ -**
Capital Projects-Advance Project Development	$ -	-	$ 700,000	$ -
TOTALS	**$ 10,458,465**	**$ 8,152,400**	**$ 5,818,290**	**$ (5,818,290)**

Operations	Capital Assets	Debt Service	Total Appropriations	Revenue Over/Under Expenses	Estimated Ending Net Position
$ 2,922,950	$ 72,500	$ -	$ 2,995,450	$ (711,740)	$ 3,255,113
$ 2,922,950	**$ 72,500**	**$ -**	**$ 2,995,450**	**$ (711,740)**	**$ 3,255,113**
$ -	$ -	$ 1,499,250	$ 1,499,250	$ 5,000	$ 118,760
$ -	$ -	$ 2,470,354	$ 2,470,354	$ 400	$ 67,784
-	-	812,213	812,213	381,473	6,691,941
			-	-	-
$ -	**$ -**	**$ 4,781,817**	**$ 4,781,817**	**$ 386,873**	**$ 6,878,485**
$ -	$ 700,000	$ -	$ 700,000	$ -	$ -
$ 2,922,950	**$ 772,500**	**$ 4,781,817**	**$ 8,477,267**	**$ (324,867)**	**$ 10,133,598**

Hidalgo County Regional Mobility Authority
General Fund Preliminary Budget Summary
For Year Ending December 31, 2022

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

	Actual 2020	Budget 2021	Estimated 2021	Budget 2022
Beginning Working Capital	$ 3,062,094	$ 3,570,557	$ 3,411,842	$ 3,966,853
Revenues				
Vehicle Registration Fees	6,422,850	6,500,000	6,900,000	7,000,000
Permit fees oversize	973,080	1,000,000	1,000,000	1,100,000
Interest Income	13,329	15,000	2,000	2,000
Other income	150	-	-	-
Total Revenues	7,409,409	7,515,000	7,902,000	8,102,000
Expenditures				
Summary				
Personnel Services	985,282	2,018,944	1,040,152	2,212,850
Supplies	6,914	19,000	5,200	22,000
Other Services and Charges	351,042	480,000	408,930	533,100
Maintenance	34,579	98,000	45,500	98,000
Non-capital Outlay	14,219	48,100	4,500	57,000
Capital Outlay	6,405	97,500	-	72,500
Total Expenditures	1,398,441	2,761,544	1,504,282	2,995,450
Net Increase Before Other Financing Sources (Uses)	6,010,968	4,753,456	6,397,718	5,106,550
Other Financing Sources (Uses):				
Transfers-Out				
Debt Service Fund - VRF 2013 Bonds	(3,325,532)	(1,496,450)	(1,496,450)	(1,499,250)
Debt Service Fund - 2020A/2020B Bonds	(492,607)	(2,470,095)	(2,470,095)	(2,470,354)
Debt Service Fund - SIB Loan	(1,104,081)	(1,126,162)	(1,126,162)	(1,148,686)
Capital Projects-Advance Project Development	(739,000)	(700,000)	(750,000)	(700,000)
Total Other Financing Uses	(5,661,220)	(5,792,707)	(5,842,707)	(5,818,290)
Net Increase (Decrease) After Other Financing Sources (Uses)	349,748	(1,039,251)	555,011	(711,740)
Ending Working Capital	$ 3,411,842	$ 2,531,306	$ 3,966,853	$ 3,255,113
Operating Expenditures per Day	$ 3,831	$ 7,566	$ 4,121	$ 8,207
No. of Days of Operating Expenditures in Working Capital	891	335	963	397
Bond Coverage Ratio: VRF Series 2013 Bonds/2020A Bonds	1.68	1.64	1.74	1.76

Working Capital Calc.(operations only) fund 41:	
Current Assets as per trial balance	$ 3,508,287
Current Liabilities as per trail balance	(96,445)
Working Capital	$ 3,411,842

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

General Fund

www.hcrma.net

Mission Statement:

"To provide our customers with a rapid and reliable alternative for the safe and efficient movement of people, goods and services."

Departments Summary

Expenditure Detail:	Actual 2020	Budget 2021	Estimated 2021	Budget 2022
Personnel Services				
Salaries and Wages	$ 806,472	$ 1,660,882	$ 857,891	$ 1,788,800
Employee Benefits	163,435	324,912	166,061	390,900
Adminstrative Cost	15,375	33,150	16,200	33,150
Supplies	6,914	19,000	5,200	22,000
Other Services and Charges	351,042	480,000	408,930	533,100
Maintenance	34,579	98,000	45,500	98,000
Operations Subtotal	1,377,817	2,615,944	1,499,782	2,865,950
Capital and Non-capital Outlay	20,624	145,600	4,500	129,500
Total Expenditures	**$ 1,398,441**	**$ 2,761,544**	**$ 1,504,282**	**$ 2,995,450**
PERSONNEL				
Exempt	4	8	4	8
Non-Exempt	2	9	3	9
Part-Time	1	-	1	-
Total Positions Authorized	**7**	**17**	**8**	**17**

Contact Us:

Maria E. Alaniz
Administrative Assistant
P.O. Box 1766
Pharr, TX 78577 (956) 402-4762

MAJOR FY 2022 GOALS

1.) Begin construction of the 365 Toll Project
2.) Complete enviornmental clearance document for the International Bridge Trade Corridor Project.
3.) Begin enviornmental clearance document for FM 1925.
4.) Begin enviornmental clearance document for Section A West.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Administration

www.hcrma.net

Mission Statement:

"To provide our customers with a rapid and reliable alternative for the safe and efficient movement of people, goods and services."

Department Summary

Expenditure Detail:	Actual 2020	Budget 2021	Estimated 2021	Budget 2022
COMPENSATION				
Exempt				
Executive Director	$ 211,190	$ 210,000	$ 218,075	$ 210,000
Chief Auditor/Compliance/Officer	115,910	115,514	128,598	120,000
Chief Financial Officer	45,105	130,000	44,544	130,000
Total Exempt	372,205	455,514	391,217	460,000
Non-Exempt				
Admistrative Assistant III	45,464	44,670	48,001	45,000
Admistrative Assistant II	33,314	38,000	39,544	38,000
Contingency	-	28,400	-	50,200
Total Non-Exempt	78,778	111,070	87,545	133,200
Other				
Overtime	49	500	250	500
Vehicle Allowance	15,138	22,800	16,200	22,800
Phone Allowance	4,923	6,300	5,296	6,300
Total Other	20,110	29,600	21,746	29,600
Sub-Total	471,093	596,184	500,508	622,800
Benefits/Other:				
Social Security	27,400	45,608	30,094	46,000
Health Insurance	22,244	29,000	26,964	37,000
Retirement	34,078	45,608	34,690	45,000
Administrative Fee	9,525	9,750	10,125	9,750
Total Compensation and Adm. Fees	564,340	726,150	602,381	760,550
SUPPLIES				
Office Supplies	6,556	12,000	4,500	6,000
Total Supplies	6,556	12,000	4,500	6,000
OTHER SERVICES & CHARGES				
Janitorial	661	1,000	100	1,000
Utilities	2,936	2,800	2,600	2,800
Contractual Adm/IT Services	6,276	8,500	7,000	8,500
Dues & Subscriptions	11,856	15,000	15,000	18,000
Subscriptions-software	-	500	800	1,200
Postage/FedEx/Courier Services	2,393	2,500	2,200	2,500
General Liability	2,902	3,000	3,000	3,000
Insurance - E&O	1,404	1,500	1,500	1,500
Insurance - Surety	693	800	800	800
Insurance - LOC	500	500	500	500
Insurance - Other	5,079	3,000	3,200	3,800
Insurance - Cybersecurity	-	2,500	3,200	3,400
Business Meals	-	500	-	500
Advertising	-	4,000	1,500	4,000
Training	3,948	8,000	5,000	8,000
Travel	4,485	10,000	1,000	10,000

Printing	6,553	8,000	4,500	8,000
Bank service charges	-	100	-	100
Accounting & Auditing	29,210	30,000	30,000	36,000
Legal services	22,415	65,000	40,000	65,000
Legal services-gov. affairs	110,000	120,000	120,000	120,000
Financial consulting fees	3,770	4,000	4,005	6,500
Insurance consultant	12,283	10,000	7,500	10,000
Rental - Office	53,760	54,000	54,000	54,000
Rental - Office Equipment	8,329	8,500	8,200	8,500
Rental- Other	-	500	-	500
Contractual Website Services	2,200	2,400	2,400	2,400
Miscellaneous	27	500	-	500
Penalties & Interest	-	100	-	100
Total Other Services & Charges	291,680	367,200	318,005	381,100
MAINTENANCE				
Building Remodel	29,116	70,000	24,000	70,000
Maintenance and Repairs	3,603	25,000	18,500	25,000
Total Maintenance	32,719	95,000	42,500	95,000
CAPITAL OUTLAY				
Capital outlay	6,405	10,000	-	10,000
Non-capital	4,187	10,000	4,500	10,000
Total Capital Outlay	10,592	20,000	4,500	20,000
Total Expenditures	$ 905,887	$ 1,220,350	$ 971,886	$ 1,262,650

Mission Statement:

"To provide our customers with a rapid and reliable alternative for the safe and efficient movement of people, goods and services."

Department Summary

Expenditure Detail:	Actual 2020	Budget 2021	Estimated 2021	Budget 2022
COMPENSATION				
Exempt				
Construction Engineer	$ 135,571	$ 134,970	$ 144,886	$ 135,000
Total Exempt	135,571	134,970	144,886	135,000
Non-Exempt				
Construction Inspector	-	65,000	-	70,000
Construction Inspectors (4)	-	220,000	-	260,000
Construction Recordkeeper IV	46,299	45,566	48,919	48,000
Construction Recordkeeper	-	31,000	-	45,000
Contingency	-	27,992	-	41,600
Total Non-Exempt and Contingency	46,299	389,558	48,919	464,600
Other				
Overtime	-	10,500	-	26,000
Vehicle Allowance	7,200	43,200	7,477	43,200
Phone Allowance	2,400	9,600	2,492	9,600
Total Other	9,600	63,300	9,969	78,800
Sub-Total	191,470	587,828	203,774	678,400
Benefits/Other:				
Social Security	13,851	44,968	14,747	51,200
Health Insurance	16,565	25,000	13,867	59,200
Retirement	15,324	44,968	15,588	50,200
Administrative Fee	3,900	15,600	4,050	15,600
Total Compensation and Adm. Fees	241,110	718,364	252,026	854,600
SUPPLIES				
Office Supplies	298	1,500	100	5,000
Small Tools	-	5,000	100	10,000
Total Supplies	298	6,500	200	15,000
OTHER SERVICES & CHARGES				
Janitorial	-	-	-	3,500
Utilities	-	-	175	500
Uniforms	-	6,000	-	6,000
Dues & Subscriptions	934	2,000	750	2,000
Subscriptions-software	4,390	7,000	8,900	20,000
Postage	17	500	100	500
Advertising	1,130	5,000	9,000	4,000
Training	524	5,000	1,000	12,500
Travel	610	5,000	1,000	20,000
Rental-Office Equipment	2,329	2,700	2,400	2,400
Rental-Other	-	500	600	500
Total Other Services & Charges	9,934	33,700	23,925	71,900
CAPITAL OUTLAY				
Capital Outlay	-	62,500	-	62,500
Non-Capitalized	3,576	22,000	-	27,000
	3,576	84,500	-	89,500
Total Expenditures	$ 254,918	$ 843,064	$ 276,151	$ 1,031,000

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Program Management

www.hcrma.net

Mission Statement:

"To provide our customers with a rapid and reliable alternative for the safe and efficient movement of people, goods and services."

Department Summary

Expenditure Detail:	Actual 2020	Budget 2021	Estimated 2021	Budget 2022
COMPENSATION				
Exempt				
Deputy ED/Program	$ 135,509	$ 150,000	$ -	$ 158,000
Chief Development Engineer	-	134,970	144,886	135,000
ROW/Utility Coordinator	-	72,000	-	70,000
Designer	-	70,000	-	68,000
Total Exempt	135,509	426,970	144,886	431,000
Non-Exempt				
Contingency	-	23,000	-	30,200
Total Non-Exempt and Contingency	-	23,000	-	30,200
Other				
Overtime	-	500	-	-
Vehicle Allowance	7,200	21,600	7,477	21,600
Phone Allowance	1,200	4,800	1,246	4,800
Total Other	8,400	26,900	8,723	26,400
Sub-Total	143,909	476,870	153,609	487,600
Benefits/Other:				
Social Security	10,538	36,480	11,277	36,700
Health Insurance	11,922	16,800	7,083	29,600
Retirement	11,513	36,480	11,751	36,000
Administrative Fee	1,950	7,800	2,025	7,800
Total Compensation and Adm. Fees	179,832	574,430	185,745	597,700
SUPPLIES				
Office Supplies	60	500	500	1,000
Total Supplies	60	500	500	1,000
OTHER SERVICES & CHARGES				
Dues & Subscriptions	1,297	2,500	500	2,500
Subscriptions-Software	46,133	69,000	65,000	69,000
Postage	-	100	-	100
Advertising	-	1,500	200	2,500
Training	249	3,000	500	3,000
Travel	952	2,000	-	2,000
Total Other Services & Charges	48,631	78,100	66,200	79,100
CAPITAL OUTLAY				
Capital	-	25,000	-	-
Non-capitalized	6,456	16,100	-	20,000
Total Capital Outlay	6,456	41,100	-	20,000
Total Expenditures	$ 234,979	$ 694,130	$ 252,445	$ 697,800

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

ROW Operations

www.hcrma.net

Mission Statement:

"To provide our customers with a rapid and reliable alternative for the safe and efficient movement of people, goods and services."

Department Summary

Expenditure Detail:	Actual 2020	Budget 2021	Estimated 2021	Budget 2022
MAINTENANCE				
Maintenance and Repairs-BSIF	1,860	3,000	3,000	3,000
Total Maintenance	1,860	3,000	3,000	3,000
OTHER SERVICES & CHARGES				
Utilities-BSIF	797	1,000	800	1,000
Total Other Services & Charges	797	1,000	800	1,000
Total Expenditures	$ 2,657	$ 4,000	$ 3,800	$ 4,000

Hidalgo County Regional Mobility Authority
DEBT SERVICE FUND
Senior Lein Vehicle Registration Fee Series 2013 Revenue and Refunding Bonds
Preliminary Fund Balance Summary
For Year Ending December 31, 2022

www.hcrma.net

	Actual 2020	Budget 2021	Estimated 2021	Budget 2022
Beginning Fund Balance	$ 106,124	$ 349,133	$ 108,760	$ 113,760
Revenues:				
Interest	2,636	5,000	5,000	5,000
Total Revenues	2,636	5,000	5,000	5,000
Expenditures:				
Principal	1,255,000	1,305,000	1,305,000	1,360,000
Interest and Fee Expenses	2,070,532	191,450	191,450	139,250
Total Debt Service Expenditures	3,325,532	1,496,450	1,496,450	1,499,250
Total Expenditures	3,325,532	1,496,450	1,496,450	1,499,250
Other Financing Sources:				
Transfer-in General Fund	3,325,532	1,496,450	1,496,450	1,499,250
Total Other Financing Sources	3,325,532	1,496,450	1,496,450	1,499,250
Ending Fund Balance	$ 108,760	$ 354,133	$ 113,760	$ 118,760

Hidalgo County Regional Mobility Authority
DEBT SERVICE FUND
Senior Lein Vehicle Registration Fee Revenue Bonds Series 2020A and 2020B
Preliminary Fund Balance Summary
For Year Ending December 31, 2022

www.hcrma.net

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

	Actual 2020	Budget 2021	Estimated 2021	Budget 2022
Beginning Fund Balance	$ -	$ -	$ 67,084	$ 67,384
Revenues:				
Interest	1	-	300	400
Total Revenues	1	-	300	400
Expenditures:				
Principal	-	805,000	805,000	810,000
Interest and Fee Expenses	425,524	1,665,095	1,665,095	1,660,354
Total Debt Service Expenditures	425,524	2,470,095	2,470,095	2,470,354
Total Expenditures	425,524	2,470,095	2,470,095	2,470,354
Other Financing Sources:				
Transfer-in General Fund	492,607	2,470,095	2,470,095	2,470,354
Total Other Financing Sources	492,607	2,470,095	2,470,095	2,470,354
Ending Fund Balance	$ 67,084	$ -	$ 67,384	$ 67,784

Hidalgo County Regional Mobility Authority
DEBT SERVICE FUND
Junior Lein Revenue Bond, Taxable Series 2016A
Preliminary Fund Balance Summary
For Year Ending December 31, 2022

www.hcrma.net

	Actual 2020	Budget 2021	Estimated 2021	Budget 2022
Beginning Fund Balance	$ 4,389,961	$ 5,550,042	$ 5,534,412	$ 6,310,468
Revenues:				
Interest	40,370	60,000	59,000	45,000
Total Revenues	40,370	60,000	59,000	45,000
Expenditures:				
Principal	-	-	-	-
Interest Expense	-	409,106	409,106	812,213
Total Debt Service Expenditures	-	409,106	409,106	812,213
Other Financing Sources:				
Transfer-in General Fund	1,104,081	1,126,162	1,126,162	1,148,686
Total Other Financing Sources	1,104,081	1,126,162	1,126,162	1,148,686
Ending Fund Balance	$ 5,534,412	$ 6,327,098	$ 6,310,468	$ 6,691,941

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-74

APPROVAL OF WORK AUTHORIZATION 6 WITH HDR ENGINEERING, INC. FOR ENGINEERING SUPPORT FOR REVIEW OF THE 365 TOLLWAY VALUE ENGINEERING CHANGE PROPOSALS

THIS RESOLUTION is adopted this 20th day of December 2021, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of $488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. Project Management for the 365 Tollway Project in the amount of $171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of $301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of $299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from $488,657.91 to $820,372.60 for a total increase of $331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of $197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from $820,372.60 to $1,018,118.62 for a total increase of $197,746.02 for Work Authorization No. 4; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of $310,039.40; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-74 Consideration and Approval of Work Authorization 6 with HDR Engineering, Inc. for engineering support for review of the 365 Tollway Value Engineering Change Proposals in the amount of $79,429.57.

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 6 with HDR Engineering, Inc. for engineering support for review of the 365 Tollway Value Engineering Change Proposals in the amount of $79,429.57, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization 6 to the Professional Services Agreement for Program Management Support.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 20th day of December 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION 6
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

ATTACHMENT D-1

WORK AUTHORIZATION NO. 6
AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for General Engineering Consulting Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and HDR Engineering Inc. (the GEC).

PART I. The GEC will perform engineering design services generally described as in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the Authority and the GEC as well as the work schedule are further detailed in exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is $79,429.57 and the method of payment is Lump Sum as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

PART III. Payment to the GEC for the services established under this Work Authorization shall be made in accordance with Articles 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 December 31, 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 General Engineering Consulting Services.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE GEC	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
David C. Weston	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
Gulf Coast Area Manager	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

Exhibit A	Services to be provided by the Authority
Exhibit B	Services to be provided by the GEC
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Exhibit H-2	Subprovider Monitoring System Commitment Agreement

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

The **AUTHORITY** will provide the following general items.

1. Authorization to begin work.
2. Timely payment for work performed by the **Engineer** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project.
5. Review and approve the **Engineer**'s progress schedule with milestone activities and/or deliverables identified.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

Value Engineering Change Proposal Concept Phase

The scope of services provided herein will be executed between November 15th and December 1st of 2021 in an effort to assist the HCRMA in coordination with Pulice Construction, Inc (Contractor) to develop Change Order No.2 for the 365 Toll project.

1. Task 1 - Coordination

The GEC shall:

a. Participate in Contractor workshops to review and discuss the Contractor's Value Engineering concepts.

b. Participate in owner meetings/workshops related to VE Concepts.

c. Provide requested VE supporting information at HCRMA board meetings.

d. Assist HCRMA with potential 3rd party coordination with respect to VE concepts

2. Task 2 - Evaluation

The GEC shall:

a. Review Contractors Exhibit A (VE concept memo) and provide independent assessments, risk analysis, constructability reviews and recommendations.

b. Review Contractors design/construction cost estimates due to VE concepts to determine overall impacts to costs. An independent design/construction cost estimate will be developed and compared with Contractors estimate.

c. Review Contractors schedule refinements due to VE proposals to determine impacts to overall schedule and critical path. An independent assessment of schedule will be developed. And compared with Contractor's schedule. Original schedule during the procurement phase will be used as the baseline.

3. Task 3 - Impacts to schematics, environmental documents, traffic and revenue and GEC report

The GEC shall:

a. Identify, recommend, and document in a tracking log the schematic refinements, if necessary, that may need to be incorporated into the schematic due to accepted VE concepts. Schematic revisions will be completed in separate work authorizations.

b. Review environmental refinement recommendations provided by Blanton & Associates

c. Review traffic & revenue refinement recommendations provided by C&M

d. Update the latest GEC Report to include the impacts from the VE concepts selected for inclusion into the project.

Deliverables:

The GEC shall provide to HCRMA:

- Records, notes and/or supporting information for Contractor, owner, and 3rd party Workshops
- Supporting information for HCRMA board meetings
- Review and responses of VECP recommendation forms
- Independent cost estimates for VE concepts
- Independent schedules for VE concepts
- Recommendations, if necessary, for schematic, environmental and T&R revisions with supporting engineering documentation for potential implementation. The deliverable shall be one report with a tracking log detailing these comments and proposed revisions.
- Updated GEC Report

Exclusions and Assumptions

- The Engineers of Record (EORs) is defined as the engineers who are responsible for the current 365 Toll design and the Contractor's engineers responsible for the design and incorporation of the VECP concepts into the current design. The EORs will retain liability for the design, quantities, and constructability of the 365 Toll project. HDR is not liable for any negligence, quantity discrepancies, and constructability issues with the EORs' design and construction documents.

EXHIBIT C
WORK SCHEDULE

Schedule started with initial NTP provided 11/16/2021 and finalizes when VEC concepts are accepted (or rejected) and made part of a Change Order #2 to support revised finance plan. These activities are anticipated to finalize at the end of January 2022.

Prime Provider: HDR Engineering, Inc.
Subconsultant:
Work Authorization: 06

	VECP REVIEW / PREP CO#2		Total by Firm	% by Firm
	Labor	ODE		
HDR	$79,331.57	$98.00	$79,429.57	100%
<blank>			$0.00	0%
<blank>			$0.00	0%
<blank>			$0.00	0%
<blank>			$0.00	0%
<blank>			$0.00	0%
<blank>			$0.00	0%
<blank>			$0.00	0%
Sub-Total by Task	$79,331.57	$98.00	Total WA	100%
Total by Task	$79,429.57		$79,429.57	

Prime Provider: HDR Engineering, Inc.
Subconsultant:
Work Authorization: 06

Labor Categories	Project Manager	Deputy Project Manager	Sr Technical Advisor	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Geotech Engineer	Geotech Engineer	Transportation Planner IV	Senior Environmental Scientist	Environmental Scientist III	GIS Operator	Senior Utility Coord	Utility Coord	Senior Engineer Tech	Estimating Sch Support 2	Scheduler	Sr Project Controller	Project Controller	Accounting	Admin III	Total Task Hours	Line Item Fee
Negotiated Rate	$220.62	$254.57	$296.99	$240.42	$198.00	$169.71	$141.43	$212.14	$141.43	$198.00	$175.37	$113.14	$101.83	$155.57	$115.97	$107.48	$179.61	$161.23	$212.14	$148.50	$115.69	$84.86		
DESCRIPTION OF TASKS/DETAILS																								
1 - Task 1 - Coordination																							0	$0.00
Participate in Contractor workshops	10	4																					14	$3,224.48
participate in owner calls/meetings/workshops	10	4																				2	16	$3,394.20
Assemble any Board meeting information necessary	4				8																	2	14	$2,636.20
Assist HCRMA with 3rd party coordination	6		2		8																		16	$3,501.70
Subtotal																							0	$0.00
																							0	$0.00
2 - Task 2 - VE evaluation																							0	$0.00
Review of contractors VE concepts	4	12	10	2	10	5		4														2	49	$11,234.89
Review of contractors cost estimate refinements	1	2		2	4												10						19	$3,798.70
Review of contractors schedule refinements	1	2		2	4													10					19	$3,614.90
Subtotal																							0	$0.00
																							0	$0.00
3- Task 3 - Schematics/env. Documents/T&R/GEC Report Impacts																							0	$0.00
Identify, recommend, document potential schematic refinements	20	10	20	4	40																		94	$21,779.58
Review potential env. refinements (documentation by Blanton)	8	4									16												28	$5,589.16
Review potential T&R refinements (documentation by C&M)	8	4								16													28	$5,951.24
Update GEC Report for VE refinements	8	4	16	4	8					16												16	72	$14,606.52
Subtotal																							0	$0.00
																							0	$0.00
																							0	$0.00
																							0	$0.00
																							0	$0.00
Labor Hours Total	80	46	48	14	82	5	0	4	0	32	16	0	0	0	0	0	10	10	0	0	0	22	369	hours check
Labor Cost Total	$17,649.60	$11,710.22	$14,255.52	$3,365.88	$16,236.00	$848.55	$0.00	$848.56	$0.00	$6,336.00	$2,805.92	$0.00	$0.00	$0.00	$0.00	$0.00	$1,796.10	$1,612.30	$0.00	$0.00	$0.00	$1,866.92	**$79,331.57**	cost check
% Staff Distribution	22%	12%	13%	4%	22%	1%	0%	1%	0%	9%	4%	0%	0%	0%	0%	0%	3%	3%	0%	0%	0%	6%	100%	

Prime Provider: HDR Engineering, Inc.
Subconsultant:
Work Authorization: 06

Legend: Current State Rate = CSR, Actual Cost = AC, Fixed = F, Max = M

OTHER DIRECT EXPENSE	UNIT	MAX RATE BASIS	FIXED / MAX	ODE RATE	TOTAL FOR WA04	Sub-Total per ODE
Lodging/Hotel - Taxes and Fees	day/person	n/a	M	$32.00		$0.00
Lodging/Hotel (Taxes/fees not included)	day/person	CSR	M	$94.00		$0.00
Meals (Excluding alcohol & tips) (Overnight stay required)	Day/person	CSR	M	$55.00		$0.00
Mileage	mile	CSR	F	$0.545		$0.00
Rental Car Fuel	gallon	n/a	M	$3.75		$0.00
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day	n/a	M	$75.00		$0.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person	n/a	M	$580.00		$0.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person	n/a	M	$450.00		$0.00
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/person	n/a	M	$600.00		$0.00
Air Travel - Out of State - Short Notice (Coach)	Rd Trip/person	n/a	M	$900.00		$0.00
Oversize, special handling or extra baggage airline fees	each	n/a	M	$45.00		$0.00
Taxi/Cab fare	each/person	n/a	M	$30.00		$0.00
Parking	day	n/a	M	$20.00		$0.00
Toll Charges	each	n/a	M	$10.00		$0.00
Standard Postage	letter	CSR	F	$0.47		$0.00
Certified Letter Return Receipt	each	CSR	F	$6.20		$0.00
Overnight Mail - letter size	each	CSR	M	$22.00		$0.00
Overnight Mail - oversized box	each	CSR	M	$85.00		$0.00
Courier Services	each	n/a	M	$28.00		$0.00
Photocopies B/W (11" X 17")	each	n/a	F	$0.25	200	$50.00
Photocopies B/W (8 1/2" X 11")	Each	n/a	F	$0.12	400	$48.00
Photocopies Color (11" X 17")	each	n/a	F	$1.50		$0.00
Photocopies Color (8 1/2" X 11")	each	n/a	M	$0.85		$0.00
Digital Ortho Plotting	sheet	n/a	M	$1.25		$0.00
Plots (B/W on Bond)	per sq. ft.	n/a	M	$0.50		$0.00
Plots (Color on Bond)	per sq. ft.	n/a	F	$1.00		$0.00
Plots (Color on Photographic Paper)	per sq. ft.	n/a	F	$4.00		$0.00
Color Graphics on Foam Board	square foot	n/a	F	$5.00		$0.00
Presentation Boards 30" X 40" Color Mounted	each	n/a	M	$125.00		$0.00
Report Printing	each	n/a	M	$65.00		$0.00
Report Binding and tabbing	each	n/a	M	$8.00		$0.00
Notebooks	each	n/a	M	$9.00		$0.00
Reproduction of CD/DVD	each	n/a	M	$5.00		$0.00
CDs	each	n/a	F	$1.75		$0.00
4" X 6" Digital Color Print	picture	n/a	F	$0.25		$0.00
Tx Parks & Wildlife Data Request Fees	each	n/a	M	$50.00		$0.00
Hazardous Materials Database Search	per search	n/a	M	$350.00		$0.00
Noise Meter Rental	per project	n/a	M	$150.00		$0.00
Environmental Database Search	per project	n/a	M	$1,100.00		$0.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	day	n/a	M	$65.00		$0.00
Curator (Drawer & TX Archaeological Research Lab for artifacts & report)	per project	n/a	F	$1,350.00		$0.00
Newspaper Advertisement	per publication	n/a	M	$1,650.00		$0.00
Court Reporter	page	n/a	M	$10.00		$0.00
Court Reporter (Public Meetings, Hearings & Transcription)	day	n/a	M	$500.00		$0.00

Translator (English to Spanish, other language as appropriate, or Sign Language) for Public Involvement	event	n/a	F	$500.00		$0.00
Translator (English to Spanish, other language as appropriate, or Sign Language)	hour	n/a	M	$100.00		$0.00
Custodian for Public Involvement	hour/custodian	n/a	M	$35.00		$0.00
Sound Technician for Public Involvement	event	n/a	M	$1,000.00		$0.00
Public Involvement Facility Rental (estimate)	4 hours	n/a	M	$800.00		$0.00
Public involvement Facility Rental (estimate)	8 hours	n/a	M	$1,600.00		$0.00
Public Involvement Facility Rental (estimate)	hour	n/a	M	$200.00		$0.00
Public Involvement Facility Rental	event	n/a	M	$3,000.00		$0.00
Audio - Equipment Rental	each	n/a	M	$750.00		$0.00
Audio - Visual Equipment Rental	event	n/a	M	$1,250.00		$0.00
Public Notices - Mass Mailing (500 pieces)	per mailing	n/a	M	$550.00		$0.00
Public Notices - Mass Mailing/with Self Addressed Return Envelope (500 pieces)	per mailing	n/a	M	$750.00		$0.00
Electronic Message Signs	day	n/a	M	$240.00		$0.00
Website URL Rental	year	n/a	F	$425.00		$0.00
FEMA FIS (Manual)	each	n/a	M	$7.00		$0.00
FEMA FIS Backup Data Request	each	n/a	M	$400.00		$0.00
FEMA Map Revision Submittal (CLOMR/LOMR) (Submittal Fee Only)	each	n/a	F	$8,250.00		$0.00
FEMA Model/Floodplain Hardcopy	each	n/a	F	$275.00		$0.00
Railroad - Flagger (Service provided by RR)	hour	n/a	M	$80.00		$0.00
Railroad - Insurance in addition to STD Minimum Required (Minimum coverage of $1 Million required by RR.)	each	AC	M	$3,500.00		$0.00
Railroad - Permit	each	n/a	M	$1,000.00		$0.00
Railroad - Safety Training (If required - Heavy Rail Safety Training Certificate, includes classroom training and employee certification card.)	Per Person	n/a	M	$500.00		$0.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Large Project (Includes labor, equipment and fuel)	day	n/a	M	$3,000.00		$0.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Medium Project (Includes labor, equipment and fuel)	day	n/a	M	$2,350.00		$0.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Small Project (Includes labor, equipment and fuel)	Day	n/a	M	$1,500.00		$0.00
Attenuator trucks - (Lane/Shoulder Closure) (Includes labor, equipment and fuel)	day	n/a	M	$650.00		$0.00
Attenuator trucks - (No Lane Closure) (Includes labor, equipment and fuel)	day	n/a	M	$600.00		$0.00
Flashing Arrow Board	day	n/a	F	$500.00		$0.00
Portable Message Board	day	n/a	M	$300.00		$0.00
Law Enforcement/Uniform Officer (including vehicle)	Hour	n/a	M	$75.00		$0.00
Required Permit Fees (non- railroad)	each	n/a	M	$300.00		$0.00
Boat with Motor	day	n/a	M	$275.00		$0.00
Fathometer	day	n/a	M	$90.00		$0.00
Backhoe Rental	day	n/a	M	$1,500.00		$0.00
Map Records	sheet	n/a	M	$6.00		$0.00
Deed Copies	sheet	n/a	F	$2.00		$0.00
Certified Deed Copies	sheet	n/a	F	$2.50		$0.00
Aerial Photographs (1" = 500' scale)	each	n/a	M	$90.00		$0.00
Reprographics	per sq. ft.	n/a	M	$4.00		$0.00
Terrestrial Laser Scanner (rates applied to actual time scanner unit is in use)	Hour	n/a	M	$110.00		$0.00
Ground Target (includes paint, panel material, etc.)	Each	n/a	M	$30.00		$0.00
TARL Curation Fee	site	n/a	M	$1,800.00		$0.00
USB External Drive	each	n/a	M	$40.00		$0.00
Law Enforcement/Uniform Officer (without vehicle)	per hr	n/a	M	$45.00		$0.00
				Total ODE Cost	**$98.00**	**$98.00**

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). ***NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: N/A and attach with the work authorization or supplemental work authorization.***

Contract #: 07-E36-19-04 Assigned Goal: 12.2% Prime Provider HDR Engineering, Inc.

Work Authorization (WA)#: 6 WA Amount: $79,429.57 Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
VECP GEC Support	**$79,429.57**
	$0
Total Commitment Amount *(Including all additional pages.)*	**$0**

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: HDR Engineering, Inc. **Address:** 4828 Loop Central Drive, Ste. 800, Houston, TX 77081 **VID Number:** 14706805687 **PH:** 713-622-9264 **& FAX:** **Email:** David.Weston@hdrinc.com	**Name:** David C. Weston ***(Please Print)*** **Title:** Gulf Coast Area Manager _____ **Signature** **Date**
DBE/HUB Sub Provider: **Subprovider Name:** **VID Number:** **Address:** **PH:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

Resolution No. 2021-75
Not Used

REGULAR MEETING OF THE BOARD OF DIRECTORS
OF THE
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

RESOLUTION NO. 2021-76

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY SENIOR LIEN TOLL AND VEHICLE REGISTRATION FEE REVENUE BONDS, SERIES 2022A AND JUNIOR LIEN TOLL AND VEHICLE REGISTRATION FEE REVENUE AND REFUNDING BONDS, SERIES 2022B; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE MASTER TRUST INDENTURE, THE FIRST SUPPLEMENTAL INDENTURE AND THE SECOND SUPPLEMENTAL INDENTURE; AUTHORIZING CERTAIN DESIGNATED OFFICERS TO APPROVE THE TERMS, INTEREST RATE AND REDEMPTION FEATURES OF SUCH BONDS AND ANY BOND INSURANCE AND/OR RESERVE FUND SURETY POLICIES IN RESPECT TO THE BONDS; AUTHORIZING THE REDEMPTION AND/OR DISCHARGE OF CERTAIN OUTSTANDING OBLIGATIONS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY; AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF BOND PURCHASE AGREEMENT AND ANY AND ALL RELATED DOCUMENTS, AGREEMENTS, CERTIFICATES AND INSTRUMENTS NECESSARY OR DESIRABLE TO BE EXECUTED AND DELIVERED IN CONNECTION WITH THE ISSUANCE AND DELIVERY OF SUCH BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

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WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority") has been created and organized pursuant to and in accordance with the provisions of Chapter 361, Texas Transportation Code, and operates pursuant to the Constitution and laws of the State of Texas (the "State"), including, particularly, Chapter 370, Texas Transportation Code (together, the "Act"), for the purpose of constructing, maintaining and operating transportation projects, including turnpike projects, in Hidalgo County, Texas (the "County"); and

WHEREAS, pursuant to the Act and other applicable laws, including Chapter 1371, Texas Government Code, as amended ("Chapter 1371") and Chapter 1207, Texas Government Code, as amended ("Chapter 1207"), the Authority is authorized to issue revenue obligations to (i) finance all or a portion of the costs to study, evaluate, design, finance, acquire, construct, maintain, repair and operate transportation projects (as defined in the Act), individually or as a system (as defined in the Act); (ii) refund, defease and redeem any outstanding revenue obligations previously issued by the Authority, and (iii) pay the expense of issuing such revenue obligations; and

WHEREAS, the Board of Directors of the Authority (the "Board") desires to authorize the execution and delivery of a certain Master Trust Indenture, dated as of February 1, 2022 (the "Master Indenture"), between the Authority and Wilmington Trust, National Association, as trustee (the "Trustee"), to provide for the issuance from time to time by the Authority of one or more series of its revenue obligations (collectively, the "Obligations"); and

WHEREAS, Sections 3.1, 3.2 and 10.2 of the Master Indenture authorize the Authority and the Trustee to execute and deliver supplemental indentures authorizing the issuance of Obligations, including Senior Lien Obligations and Junior Lien Obligations, and to include in such supplemental indentures the terms, interest rates and other provisions or covenants of such Senior Lien Obligations and Junior Lien Obligations, respectively, and any other matters and things relative to the issuance of such Obligations that are not inconsistent with or conflict with the Master Indenture, to add to the covenants of the Authority, and to pledge other moneys, securities or funds as part of the Trust Estate; and

WHEREAS, the Authority has previously issued its Junior Lien Revenue Bond, Taxable Series 2016A in the original aggregate principal amount of $20,000,000 (the "Refunded Obligation"), pursuant to the a master trust indenture and a supplemental trust indenture adopted thereunder, both dated as of December 1, 2016, and both between the Trustee and the Authority (collectively, the "Prior Indenture"); and

WHEREAS, pursuant to the Act, Chapter 1371 and the Master Indenture, the Board has determined to issue its Senior Lien Toll and Vehicle Registration Fee Revenue Bonds, Series 2022A (the "Series 2022A Senior Bonds") pursuant to a first supplemental trust indenture (including exhibits thereto and incorporated herein), dated as of February 1, 2022, by and between the Trustee and the Authority (the "First Supplemental Indenture"), for the purpose of providing funds to (i) pay a portion of the Costs of the 2022 Project; (ii) pay capitalized interest on a portion of the Series 2022A Senior Bonds; (iii) make a deposit to the Senior Lien Debt Service Reserve Fund; and (iv) pay certain costs of issuance for the Series 2022A Senior Bonds, all under and in accordance with the Constitution and the laws of the State; and

WHEREAS, pursuant to the Act, Chapters 1371 and 1207 and the Master Indenture, the Board has determined to issue its Junior Lien Toll and Vehicle Registration Fee Revenue and Refunding Bonds, Series 2022B (the "Series 2022B Junior Bonds" and together with the Series 2022A Senior Bonds, the "Series 2022 Obligations"), pursuant to a second supplemental trust indenture (including exhibits thereto and incorporated herein), dated as of February 1, 2022, by and between the Trustee and the Authority (the "Second Supplemental Trust Indenture"), for the purpose of providing funds to (i) pay a portion of the Costs of the 2022 Project; (ii) pay capitalized interest on a portion of the Series 2022B Junior Bonds; (iii) make a deposit to the Junior Lien Debt Service Reserve Fund; (iv) refund and redeem the Refunded Obligation; and (v) pay certain costs of issuance for the Series 2022B Junior Bonds, all under and in accordance with the Constitution and the laws of the State; and

WHEREAS, the Board finds and determines that the manner in which the refunding of the Refunded Obligation authorized herein is being executed does not make it practicable to make the determination required by Section 1207.008(a)(2), Texas Government Code; and

WHEREAS, the Board desires to provide for the issuance of the Series 2022 Obligations in accordance with the requirements of the Master Indenture, the First Supplemental Indenture and the Second Supplemental Indenture, as applicable, and to authorize the execution and delivery of the Series 2022 Obligations and such certificates, agreements, instruction letters and other instruments as may be necessary or desirable in connection therewith; and

WHEREAS, the Board has been presented with and examined proposed forms of the Master Indenture, the First Supplemental Indenture and the Second Supplemental Indenture and finds that the form and substance of such documents are satisfactory and the recitals and findings contained therein are true, correct and complete, and hereby adopts and incorporates by reference such recitals and findings as if set forth in full in this Resolution, and finds that it is in the best interest of the public and the Authority to issue the Series 2022 Obligations and to authorize the execution and delivery of such documents;

WHEREAS, the Board now desires to (i) authorize the execution and delivery of the Master Indenture, the First Supplemental Indenture, the Second Supplement Indenture, and such certificates, agreements, instruction letters and other instruments as may be necessary or desirable in connection therewith and to (ii) appoint one or more officers of the Authority to act as the Authorized Representative on behalf of the Authority to determine the final terms and conditions of the Series 2022 Obligations, as provided herein, to make such determinations and findings as may be required by the related First Supplemental Trust Indenture and the Second Supplemental Trust Indenture, as applicable, to carry out the purposes of this Resolution and execute one or more Award Certificates setting forth such determinations and authorizing and approving all other matters relating to the issuance, sale and delivery of the Series 2022 Obligations; and

WHEREAS, the Board desires to approve, ratify and confirm the preparation and distribution of a preliminary official statement and an official statement relating to the offering and sale of the Series 2022 Obligations; and

WHEREAS, the Board desires to authorize the execution and delivery of one or more Purchase Contracts (the "Purchase Contracts" or "Purchase Contract" as applicable), between the Authority and the underwriters named therein relating to the Series 2022 Obligations, as determined by the Authorized Representative in one or more Award Certificates relating thereto; and

WHEREAS, pursuant to Section 370.033, Texas Transportation Code, as amended, the Authority is authorized to enter into contracts or agreements with another governmental entity; and

WHEREAS, on July 9, 2013, the Authority and Hidalgo County entered into that certain Transportation Project and Pledge Agreement (the "Original Pledge Agreement"), to authorize certain projects and make available and transfer certain vehicle registration fees to the Authority, which is authorized to pledge such vehicle registration fees to certain obligations issued to finance such projects; and

WHEREAS, the Board desires to ratify the Original Pledge Agreement and authorize the execution and delivery of an amendment and restatement of the Original Pledge Agreement (the "Amended and Restated Pledge Agreement"), between the Authority and Hidalgo County, to provide, among other things, clarifications relating to the issuance of debt and the term of the Amended and Restated Pledge Agreement; and

WHEREAS, the meeting at which this Resolution is being considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given

as required by Chapter 551, Texas Government Code;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

ARTICLE I

FINDINGS AND DETERMINATIONS

Section 1.1. Findings and Determinations. (a) The findings and determinations set forth in the preamble hereof are hereby incorporated herein for all purposes and are determined to be true and correct. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Master Indenture, the First Supplemental Indenture and the Second Supplemental Indenture, as applicable.

(b) The Board hereby finds and determines that the issuance of the Series 2022 Obligations is in the best interest of the Authority.

ARTICLE II

APPROVAL OF MASTER INDENTURE, FIRST SUPPLEMENT INDENTURE AND SECOND SUPPLEMENTAL INDENTURE

Section 2.1. Approval of Master Indenture. The Master Indenture, in substantially the form attached hereto as Exhibit A, with such changes as may be approved by the Authorized Representative, is hereby approved in accordance with this Resolution and the Act. The Chairman of the Board is authorized to execute the Master Indenture on behalf of the Authority, and the Secretary of the Board is authorized and directed to attest such indenture and impress the seal of the Authority thereon.

Section 2.2. Approval of First Supplemental Indenture. The First Supplemental Indenture, in substantially the form attached hereto as Exhibit B, with such changes as may be approved by the Authorized Representative, is hereby approved in accordance with this Resolution, the Master Indenture and the Act. The Chairman of the Board is authorized to execute the First Supplemental Indenture on behalf of the Authority, and the Secretary of the Board is authorized and directed to attest such indenture and impress the seal of the Authority thereon.

Section 2.3. Approval of the Second Supplemental Indenture. The Second Supplemental Indenture, in substantially the form attached hereto as Exhibit C, with such changes as may be approved by the Authorized Representative, is hereby approved in accordance with this Resolution, the Master Indenture and the Act. The Chairman of the Board is authorized to execute the Second Supplemental Indenture on behalf of the Authority, and the Secretary of the Board is authorized and directed to attest such indenture and impress the seal of the Authority thereon.

Section 2.4. Approval of the Amended and Restated Pledge Agreement. The Original Pledge Agreement is hereby approved and ratified, and the Amended and Restated Pledge Agreement, with such changes as may be approved by the Authorized Representative, is hereby

approved in accordance with this Resolution and the Act. The Chairman of the Board is authorized to execute the Amended and Restated Pledge Agreement on behalf of the Authority, and the Secretary of the Board is authorized and directed to attest such indenture and impress the seal of the Authority thereon. The Authorized Representative is hereby authorized to deliver the Amended and Restated Pledge Agreement to Hidalgo County for approval and to carry out the Authority's obligations and agreements set forth in such document.

ARTICLE III

AUTHORIZATION, ISSUANCE AND DELIVERY OF SERIES 2022 OBLIGATIONS

Section 3.1. Authorization, Issuance and Delivery of Series 2022A Senior Bonds. The Series 2022A Senior Bonds are hereby authorized to be issued and delivered in accordance with this Resolution, the Master Indenture, the First Supplemental Indenture, Chapter 1371 and the Act, all as determined by the Authorized Representative and set forth in one or more Award Certificates, for the purposes described in Section 2.2 of the First Supplemental Indenture. The aggregate principal amount of Series 2022A Senior Bonds to be issued pursuant to the authority of this Resolution shall not exceed $165,000,000.

Section 3.2. Authorization, Issuance and Delivery of Series 2022 Junior Bonds. The Series 2022B Junior Bonds are hereby authorized to be issued and delivered in accordance with this Resolution, the Master Indenture, the Second Supplemental Indenture, Chapters 1371 and 1207 and the Act, all as determined by the Authorized Representative and set forth in one or more Award Certificates, for the purposes described in Section 2.2 of the Second Supplemental Indenture. The aggregate principal amount of Series 2022B Junior Bonds to be issued pursuant to the authority of this Resolution shall not exceed $70,000,000.

ARTICLE IV

APPOINTMENT OF AUTHORIZED REPRESENTATIVE; DELEGATION OF AUTHORITY; SALE AND DELIVERY OF SERIES 2022 OBLIGATIONS

Section 4.1. Appointment of Authorized Representative. The Board hereby appoints the Chairman of the Board, the Executive Director of the Authority and the Chief Financial Officer of the Authority, severally and each of them, to act as an Authorized Representative on behalf of the Board and to perform all acts authorized and required of the Authorized Representative as set forth in this Resolution, the Master Indenture, the First Supplemental Indenture and the Second Supplemental Indenture. The Authorized Representative is hereby authorized and directed to execute one or more Award Certificates, the form of which is attached hereto as Exhibit D, setting forth the information authorized to be stated therein pursuant to this Resolution and required to be stated therein pursuant to the First Supplemental Indenture and the Second Supplemental Indenture.

Section 4.2. Delegation of Authority; Sale of Series 2022 Obligations; Official Statement. (a) The Board hereby authorizes and directs the Authorized Representative to act on

behalf of the Authority to determine the following final terms and conditions of the Series 2022 Obligations, including but not limited to: (i) the dated date of the Series 2022 Obligations; (ii) the prices at which the Series 2022 Obligations will be sold; (iii) any different or additional designation or title for each series of Series 2022 Obligations; (iv) the principal amounts and maturity dates therefor; (v) the per annum interest rates for the Series 2022 Obligations; (vi) the aggregate principal amount of Series 2022 Obligations to be issued as Series 2022A Senior Bonds; (vii) the aggregate principal amount of Series 2022 Obligations to be issued as Series 2022B Junior Bonds; (viii) whether each series of Series 2022 Obligations will be issued as Current Interest Bonds, Capital Appreciation Bonds, Convertible Capital Appreciation Bonds or a combination thereof; (ix) the redemption provisions for the Series 2022 Obligations; (x) the final forms of the Series 2022 Obligations; (xi) the refunding of the Refunded Obligation, the designation of an escrow agent in connection therewith and to approve the form and substance of an escrow agreement in connection therewith; (xii) to designate the underwriters for the Series 2022 Obligations; (xiii) to approve the form and substance of one or more Purchase Contracts providing for the sale of the Series 2022 Obligations and (xiv) to make such findings and determinations as are otherwise authorized herein or as may be required by the First Supplemental Trust Indenture and the Second Supplemental Trust Indenture to carry out the purposes of this Resolution and to execute one or more Award Certificates setting forth such determinations, such other matters as authorized herein, and authorizing and approve all other matters relating to the issuance, sale and delivery of the Series 2022 Obligations and the refunding of the Refunded Obligation, all of which shall be specified in one or more Award Certificates as may be amended by the Authorized Representative, subject to the following conditions:

(i) the Series 2022A Senior Bonds shall not bear a true interest rate greater than 4.5%;

(ii) the Series 2022B Junior Bonds shall not bear a true interest rate greater than 5%;

(iii) the aggregate principal amount of the Series 2022A Senior Bonds authorized to be issued for the purposes described in Section 3.1 of this Resolution shall not exceed the limits described therein;

(iv) the aggregate principal amount of the Series 2022B Junior Bonds authorized to be issued for the purposes described in Section 3.2 of this Resolution shall not exceed the limits described therein; and

(v) no Series 2022 Obligation shall mature more than 40 years from the date of initial delivery thereof.

(b) The Authorized Representative is hereby authorized and directed to execute and deliver on behalf of the Authority one or more Purchase Contracts providing for the sale of the Series 2022 Obligations to the underwriters named therein, in such form as determined by the Authorized Representative. The Authorized Representative is hereby authorized and directed to approve the final terms and provisions of each Purchase Contract in accordance with the terms of the Award Certificate and this Resolution, which final terms shall be determined to be the most advantageous reasonably attainable by the Authority, such approval and determination being

evidenced by the execution of the Purchase Contract by the Authorized Representative.

(c) The Series 2022 Obligations shall be sold at the prices, bearing interest at the rates and having such other terms and provisions, that, based on then current market conditions, result in the best terms reasonably available and advantageous to the Authority, as is determined by the Authorized Representative on the date of sale of each series of the Series 2022 Obligations. The Authorized Representative is hereby authorized and directed to make such findings and determinations in the Award Certificates regarding the terms of the sale of the Series 2022 Obligations and the benefit of such sale to the Authority.

(d) Any finding by the Authorized Representative relating to the sale and delivery of the Series 2022 Obligations shall have the same force and effect as a finding or determination made by the Board.

(e) The authority granted to the Authorized Representative under Article V of this Resolution shall expire at 11:59 p.m., Central Time, on a date one year from the date of this Resolution, unless otherwise extended by the Board by separate action. Series 2022 Obligations sold pursuant to the Purchase Contract(s) executed on or prior to such expiration date may be delivered after such expiration date.

(f) All officers, agents and representatives of the Authority are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out in the Purchase Contract(s) and to provide for the issuance and delivery of the Series 2022 Obligations. The initial Series 2022 Obligations shall initially be registered in the name of the representative of the underwriters or such other entity as may be specified in the Purchase Contract(s) for the Series 2022 Obligations.

(g) The Authorized Representative is hereby authorized and directed to cause to be prepared on behalf of the Authority a "Preliminary Official Statement" to be used by the underwriters in the offering and sale of the Series 2022 Obligations, and to certify or otherwise represent that such Preliminary Official Statement is a "deemed final" Preliminary Official Statement as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, with such changes, modifications and completions as may be required upon pricing and approved by the Authorized Representative (the "Preliminary Official Statement"). The use and distribution of the Preliminary Official Statement in the public offering of the Series 2022 Obligations by the underwriters is hereby authorized. The Authorized Representative is hereby further authorized and directed (i) to cause to be prepared on behalf of the Authority, in accordance with the Authority's disclosure strategy, a final Official Statement (the "Official Statement"), (ii) to use and distribute or authorize the use and distribution of the Official Statement, (iii) to execute the same, if required, and (iv) to deliver appropriate numbers of copies thereof to the underwriters. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Authorized Representative and the underwriters, may be used by the underwriters in the public offering and sale thereof.

(h) The Chairman or Vice Chairman of the Board, the Secretary of the Board, the Authorized Representative and all other officers of the Authority are authorized to take such

actions, to obtain such consents or approvals, to deliver such notices and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Series 2022 Obligations, to pay the costs of issuance of the Series 2022 Obligations, to effectuate the refunding of the Refunded Obligation and to effectuate the terms and provisions of this Resolution.

ARTICLE V

APPROVAL OF ESCROW AGREEMENT; NOTICE OF REDEMPTION; PAYMENT OF REFUNDED OBLIGATION

Section 5.1. Approval of Escrow Agreement. To provide for the security of a portion of the proceeds of the Series 2022B Junior Bonds, until such time as such proceeds are to be paid to the registered owner(s) of the Refunded Obligation, the Authority hereby approves the form and substance of an escrow agreement (the "Escrow Agreement"), between the Authority and the Trustee (the "Escrow Agent"), dated as of the date set forth in an Award Certificate, in the form presented at this meeting, the form, terms and provisions of such Escrow Agreement being hereby authorized and approved. The Authorized Representative is hereby authorized and directed to execute and deliver, or cause the execution and delivery by the Chairman or Vice Chairman and the Secretary of the Board, the Escrow Agreement, having such terms and provisions as are approved by the Authorized Representative as evidenced by his execution thereof or the execution thereof by appropriate officials of the Authority. Alternatively, the Authorized Representative may elect to deposit directly with the Trustee for the Refunded Obligation a portion of the Series 2022B Junior Bond proceeds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Obligation and is hereby authorized to execute and deliver such deposit agreement, if any, in connection with such deposits.

Section 5.2. Notice of Redemption to Owner(s) of Refunded Obligation. The Board hereby authorizes and calls for the redemption of the Refunded Obligation to be refunded on the date and at the price determined by the Authorized Representative and set forth in an Award Certificate. The Authorized Representative shall cause notice of redemption to be given to the registered owner(s) of Refunded Obligation in accordance with the Prior Indenture.

ARTICLE VI

BOND INSURANCE AND RESERVE FUND SURETY POLICIES

Section 6.1. Bond Insurance and Reserve Fund Surety Policies. The Authorized Representative may purchase one or more bond insurance policies and/or reserve fund surety policies, but may only purchase a bond insurance policy if such policy would result in a net interest rate savings to the Authority which is greater than the costs of the premium of such policy, as may be determined in the Award Certificates.

ARTICLE VII

USE AND APPLICATION OF PROCEEDS; LETTERS OF INSTRUCTION; POWER TO REVISE DOCUMENTS

Section 7.1. Use and Application of Proceeds; Letters of Instruction. The proceeds from the sale of the Series 2022 Obligations shall be used for the respective purposes set forth in and in accordance with the terms and provisions of the related First Supplemental Trust Indenture and the Second Supplemental Trust Indenture, as applicable, and the related Award Certificates. The deposit and application of the proceeds from the sale of the Series 2022 Obligations shall be set forth in Letters of Instruction of the Authority executed by the Authorized Representative.

Section 7.2. Execution and Delivery of Other Documents. The Authorized Representative is hereby authorized and directed to execute and deliver from time to time and on an ongoing basis such other documents and agreements, including amendments, modifications, supplements or consents to existing agreements (including any agreements with the Texas Department of Transportation and the United States Department of Transportation), assignments, certificates, instruments, releases, financing statements, written requests, filings with the Internal Revenue Service and letters of instruction, whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution and to comply with the requirements of the Master Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Award Certificates, the Purchase Contract(s) and the Amended and Restated Pledge Agreement.

Section 7.3. Power to Revise Form Documents. Notwithstanding any other provision of this Resolution, the Authorized Representative is hereby authorized to make or approve such revisions in the form of the documents presented at this meeting and any other document, certificate or agreement pertaining to the issuance and delivery of the Series 2022 Obligations in accordance with the terms of the Master Indenture, the First Supplemental Indenture and the Second Supplemental Indenture as, in the judgment of such person, may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution, such approval to be evidenced by the execution thereof.

ARTICLE VIII

APPROVAL AND RATIFICATION OF CERTAIN ACTIONS

Section 8.1. Approval of Submission to the Attorney General of Texas. Bracewell LLP, the Authority's bond counsel, is hereby authorized and directed to submit to the Attorney General of Texas (the "Attorney General"), for his approval, the transcript of the legal proceedings relating to the issuance, sale and delivery of the Series 2022 Obligations as required by law, and to the Comptroller of Public Accounts of the State of Texas for registration. In connection with the submission of the records of proceedings for the Series 2022 Obligations to the Attorney General for examination and approval of such Series 2022 Obligations, the Authorized Representative is hereby authorized and directed to issue one or more checks of the Authority payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code. The initial Series 2022 Obligations shall be delivered to the Trustee for delivery to the underwriters thereof against payment therefor and upon satisfaction of the requirements of the Master Indenture, the First Supplemental Indenture and the Second Supplemental Indenture, as applicable, and the Purchase Contract(s) relating thereto.

Section 8.2. Certification of Minutes and Records. The Secretary of the Board is authorized to certify and authenticate minutes and other records on behalf of the Authority for the issuance of the Series 2022 Obligations and for all other Authority activities.

Section 8.3. Ratifying Other Actions. All other actions taken or to be taken by the Executive Director of the Authority, the Chief Financial Officer of the Authority, the Authorized Representative and the Authority's staff in connection with the issuance of the Series 2022 Obligations are hereby approved, ratified and confirmed.

Section 8.4. Authority to Invest Funds. The Executive Director, the Chief Financial Officer and the Controller are each hereby severally authorized on an ongoing basis to undertake all appropriate actions and to execute such documents, agreements or instruments as they deem necessary or desirable under the Master Indenture, the First Supplemental Indenture and the Second Supplemental Indenture with respect to the investment of proceeds of the Series 2022 Obligations and other funds of the Authority.

Section 8.5. Federal Tax Considerations. In addition to any other authority provided under this resolution, each Authorized Representative is hereby further expressly authorized, acting for and on behalf of the Authority, to determine and designate in the Award Certificate for each series of Series 2022 Obligations whether such bonds will be issued as taxable bonds or tax-exempt bonds for federal income tax purposes and to make all appropriate elections under the Internal Revenue Code of 1986, as amended. Each Authorized Representative is hereby further expressly authorized and empowered from time to time and at any time to perform all such acts and things deemed necessary or desirable and to execute and deliver agreements, certificates, documents or other instrument, whether or not herein mentioned, and to carry out the terms and provisions of this section, including but not limited to, the preparation and making of any filings with the Internal Revenue Service.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1. Changes to the Resolution. The Executive Director of the Authority, the Chief Financial Officer of the Authority and the Authorized Representative, and either of them, singly and individually, are hereby authorized to make such changes to the text of this Resolution as may be necessary or desirable to carry out the purposes hereof or to comply with the requirements of the Attorney General in connection with the issuance of the Series 2022 Obligations herein authorized.

Section 9.2. Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

[Signature Page to Follow]

Adopted, passed and approved by the Board of Directors of the Hidalgo County Regional Mobility Authority on the 20th day of December, 2021.

Submitted and reviewed by:	Approved:
Name: Blakely L. Fernandez	Name: S. David Deanda, Jr.
Title: General Counsel	Title: Chairman, Board of Directors

EXHIBIT A

MASTER INDENTURE

(Please see document included in official Authority records.)

EXHIBIT B

FIRST SUPPLEMENTAL INDENTURE

(Please see document included in official Authority records.)

EXHIBIT C

SECOND SUPPLEMENTAL INDENTURE

(Please see document included in official Authority records.)

EXHIBIT D

FORM OF SERIES 2022 OBLIGATIONS AWARD CERTIFICATE

(Attached)

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

I, the undersigned officer of the Board of Directors of Hidalgo County Regional Mobility Authority do hereby certify as follows:

1. The Board of Directors (the "Board") of the Hidalgo County Regional Mobility Authority (the "Authority"), convened in a regular session on the 20th day of December, 2021 at the regular meeting place thereof, and the roll of the duly constituted officers and members of the Board, to wit:

S. David Deanda, Jr.	Chairman
Forrest Runnels	Vice Chairman
Ezequiel Reyna, Jr.	Secretary/Treasurer
Alonzo Cantu	Director
Francisco "Frank" Pardo	Director
Paul S. Moxley	Director
Joaquin Spamer	Director

and all of said persons were present, except the following absentee(s): None, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION NO. 2021-76

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY SENIOR LIEN TOLL AND VEHICLE REGISTRATION FEE REVENUE BONDS, SERIES 2022A AND JUNIOR LIEN TOLL AND VEHICLE REGISTRATION FEE REVENUE AND REFUNDING BONDS, SERIES 2022B; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE MASTER TRUST INDENTURE, THE FIRST SUPPLEMENTAL INDENTURE AND THE SECOND SUPPLEMENTAL INDENTURE; AUTHORIZING CERTAIN DESIGNATED OFFICERS TO APPROVE THE TERMS, INTEREST RATE AND REDEMPTION FEATURES OF SUCH BONDS AND ANY BOND INSURANCE AND/OR RESERVE FUND SURETY POLICIES IN RESPECT TO THE BONDS; AUTHORIZING THE REDEMPTION AND/OR DISCHARGE OF CERTAIN OUTSTANDING OBLIGATIONS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY; AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF BOND PURCHASE AGREEMENT AND ANY AND ALL RELATED DOCUMENTS, AGREEMENTS, CERTIFICATES AND INSTRUMENTS NECESSARY OR DESIRABLE TO BE EXECUTED AND DELIVERED IN CONNECTION WITH THE ISSUANCE AND DELIVERY OF SUCH BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

was duly introduced for consideration of said Board. It was then duly moved and seconded that said resolution be passed; and, after due discussion, said motion, carrying with it the passage of said resolution prevailed and carried by the following vote:

7 Member(s) shown present voted "Aye."

0 Member(s) shown present voted "No."

0 Member(s) shown present abstained from voting.

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in said Board's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

[Remainder of Page Intentionally Left Blank]

SIGNED AND SEALED this 20th day December, 2021.



Secretary, Board of Directors
Hidalgo County Regional Mobility Authority

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2021-77

APPROVAL OF PUBLIC FUND INVESTMENT ACT TRAINING FOR JOSE CASTILLO, CHIEF FINANCIAL OFFICER, AND PILAR RODRIGUEZ, EXECUTIVE DIRECTOR

THIS RESOLUTION is adopted this 20th day of December, 2021 by the Board of Director of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"); is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, the Authority was created by Order of Hidalgo County (the "County") dated October 26, 2004; Petition of the County dated April 21, 2005; and a Minute Order of the Texas Transportation Commission (the "Commission") dated November 17, 2005, pursuant to provisions under the Act the Authority; and

WHEREAS, the Board of Directors of the Authority has been constituted in accordance with the Act; and

WHEREAS, the prudent and legally permissible management and investment of Authority funds is responsibility of the Board of Directors and its designees; and

WHEREAS, Section 2256.008 – Public Fund Investment, of the Government Code requires 10 hours of training from an independent sources every two years, beginning the first day of the fiscal year; and

WHEREAS, on December 7-8, 2021, the Chief Financial Officer and Executive Director, investment officers for the Authority, attended public funds investment training from the University of North Texas Center for Public Management, which has been authorized to offer the required training;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board approves the University of North Texas Center for Public Management as an independent training source for the Investment Officer.

Section 3. The Board approves the training session taken by the Chief Financial Officer and Executive Director presented by the University of North Texas Center for Public Management held December 7-8, 2021.

****

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 20th day of December 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Attest:

Ezequiel Reyna, Jr., Secretary/Treasurer

University of North Texas Center for Public Management

and

Government Treasurers' Organization of Texas

Co Sponsored by

Certificate of Attendance

presented to

Jose H. Castillo

For completion of training on the Texas Public Funds Investment Act and related investment issues

December 7, 2021 ..... 5 hours
December 8, 2021 ..... 5 hours

Patrick Shinkle
Center for Public Management
TSBPA CPE Sponsor 007716

University of North Texas Center for Public Management

and

Government Treasurers' Organization of Texas

Co Sponsored by

Certificate of Attendance

presented to

Pilar Rodriguez

For completion of training on the Texas Public Funds Investment Act and related investment issues

December 7, 2021 ..... 5 hours
December 8, 2021 ..... 5 hours

Patrick Shinkle
Center for Public Management
TSBPA CPE Sponsor 007716

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2021-78

CONSIDERATION AND APPROVAL OF CHANGE ORDER 2 TO THE CONSTRUCTION CONTRACT WITH PULICE CONSTRUCTION INC. FOR THE 365 TOLLWAY PROJECT FROM US 281/MILITARY HIGHWAY TO FM 396 (ANZALDUAS HIGHWAY)

THIS RESOLUTION is adopted this 20th day of December, 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, on November 17, 2005, the Texas Transportation Commission (the "Commission") created the Authority pursuant to (i) the Act; (ii) Title 43, Texas Administrative Code; (iii) a petition of the Hidalgo County Commissioners Court (the "County"); and (iv) findings by the Commission that the creation of the Authority would result in certain direct benefits to the State of Texas (the "State"), local governments, and the traveling public and would improve the State's transportation system; and

WHEREAS, the Act allows the Authority to construct transportation projects within the County, including the 365 Tollway Project (the "Project"); and

WHEREAS, the Texas Department of Transportation approved the Project's final design, contract letting and award procedures, and form of construction contract; and

WHEREAS, on August 8, 2021, August 11, 2021, August 15, 2021, August 18, 2021, August 22, 2021, and August 25, 2021 the Authority published a solicitation for Bid #2021-001 for the 365 Tollway Project (Segments 1 and 2), 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 2:27 p.m. on October 13, 2021, and the last bid was received at 2:51 pm on October 13, 2021; and

WHEREAS, at 3:05 p.m. on October 13, 2021, the Authority opened and read into the record three (3) formal sealed, electronic bids for the Project from: (i) Pulice Construction, Inc., (ii) Webber, LLC., (iii) and Anderson Columbia Co., Inc., in amounts ranging from $295,932,420.25 to $340,409,415.64 for construction of the Project; and

WHEREAS, Pulice Construction, Inc. provided the lowest Project bid in the amount of $295,932,420.25; and

WHEREAS, on October 19, 2021 the Board approved Resolution 2021-46 awarding the construction contract of the 365 Toll Project to the lowest, response and responsible bidder Pulice Construction, Inc. in the amount of $295,932,420.25; and

WHEREAS, on November 10, 2021 the Board approved Resolution 2021-54, approving Change Order Number 1 to the construction contract with Pulice Construction Inc. with no issuance of an NTP to Pulice Construction Inc. until such Project scope of the Value Engineering Proposal is approved by the Board of Directors and TxDOT. If the Project scope is not deemed feasible and additional revenue is not available to fully fund the Project, no NTP shall be issued and the Authority shall terminate the contract without incurring any additional costs other than those approved under Change Order 1. VECP will identify function oriented techniques to improve the value of the Projector any component thereof, including improvement to schedule, operating costs, constructability, and risk mitigation; without altering scope or environmental justices, hereby authorize terms of Exhibit A

WHEREAS, the Board of Directors deems it in the best interest of the Authority to approve Change Order 2 to the construction contract with Pulice Construction Inc. for the 365 Tollway Project for a revised contract amount of $281,723,797.95 hereto attached as Exhibit A; and

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Change Order Number 2 to the construction contract with Pulice Construction Inc. for construction of the 365 Toll Project in substantially final form as attached hereto as Exhibit A.

Section 3. The Board approves Change Order 2 with no issuance of an NTP to Pulice Construction Inc. until such Project scope of the Value Engineering Proposal is approved by the Board of Directors and TxDOT.

Section 4. If the Project scope is not deemed feasible and additional revenue is not available to fully fund the Project, no NTP shall be issued. If NTP is not issued, the Authority shall terminate the contract without incurring any additional costs other than those approved under Change Order 2.

Section 5. The Board hereby authorizes the Executive Director to execute the Change Orders 2 with Pulice Construction Inc.

*****

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 20th day of December, 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT "A"

CHANGE ORDER NUMBER TWO
BETWEEN
PULICE CONSTRUCTION, INC.
AND
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FOR
CONSTRUCTION OF 365 TOLLWAY PROJECT

365 TOLLWAY, SEGMENTS 1 AND 2 (365 TOLL PROJECT)

CHANGE ORDER NO. 2

Project Information	**ISSUANCE DATE: December 20, 2021**
Project	365 Toll Project
CSJ	0921-02-368
Owner	Hidalgo County Regional Mobility Authority (HCRMA)
Description and Reason for the Change Order	

This change order is the result of the conditional contract award for the Project and further requires:

(i) TxDOT concurrence on Change Order No. 2, as required in the Project Development Agreement; and

(ii) Withholding NTP until project financeability has been established and completed by the Financing Deadline (described below).

1. **Value Engineering Change Proposal**. In Change Order No. 1, the parties agreed to enter into the post award Value Engineering Change Proposal ("VECP") process in the Contract (Section V of the Bid Document). Contractor has submitted and Owner hereby accepts a reduction in Project cost of $38,163,935.40 (the "Savings"), revising the Contract price to: $281,649,312.89 (the "Contract Price"). During the VECP process, Contractor confirmed quantities and unit pricing for each unit in the Contract. Items included in the Savings have been conceptually designed by Contractor to 30% of final design (the "Schematics"). Exhibit A hereto provides the final units, quantities and unit pricing under the Contract.

   Owner agrees to submit the Contract Price for toll revenue bond financing as described in the Bid Document.

2. **Schedule**. As stated in Changer Order No. 1, the Financing Deadline is on or about February 15, 2022. The Financing Deadline requires closing on toll revenue bonds supporting the Project (the "Closing").

3. **Costs of VECP**. The parties previously agreed that the cost of the Schematics will be calculated as the lesser of (a) the sum (5% of the Savings x 30%) or (b) the direct costs to the Contractor in developing the acceptable Project Savings (the "Schematics Cost"). The parties now agree to a Schematics Cost of $613,285.06. The parties agree that the Savings presented by the Contractor is a set number based on the Schematics, regardless of cost increases or decreases in final design.

   If the Project is financed, the Schematics Cost paid to the Contractor will be deducted from the total gross savings of the VECP. If the Project is not financed, Owner shall pay the Schematics Cost directly to Contractor within ten (10) days of the lapsed Financing Deadline. Owner owns the Schematics design documents created in support of the Savings.

If the Project is financed, Contractor shall proceed with the final design effort. The HCRMA shall reimburse Contractor for total design in an amount not to exceed 5% of Savings, less any amount previously paid out for developing the Savings concepts to the construction level. In any event, total design costs creating Savings under VECP shall not exceed $1,943,648.45. This Change Order No. 2 reimburses the Contractor for the Schematics; future design reimbursements shall be made upon design milestones at 60%, 90%, and 100% completion and acceptance. All reimbursements for design shall be deducted from gross savings of the VECP. Owner shall own the final design documents created pursuant to VECP.

Contractor's direct costs for design of the VECP (described above) and Owner's reasonable costs to review and administer the VECP (collectively, the "Costs") shall be deducted from the gross Savings as described below.

4. **VECP Savings.** After costs have been deducted from the gross Savings, the remaining Savings shall be shared between the Owner and Contractor as follows: Owner 40% and Contractor 60%.

This Change Order No. 2 establishes $38,010,382.63 in gross Savings. To establish the amount of net Savings shared between the Contractor and the Owner, first:

- the Schematics Cost of $613,285.06 shall be deducted from the gross Savings; then,
- the Final Design Cost of $1,330,363.39 shall be deducted from the gross Savings (combined with Schematics Cost, the total design cost shall not exceed $1,943,648.45); and, then
- the Owner's administrative fees for VECP, estimated to be $545,178.43 shall be deducted from the gross Savings.

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 financing total*

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").

5. **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.

Price and Budget

This change order establishes the framework for VECP to achieve Savings to make the Project financeable by toll revenue bonds. The Contract Price established by the VECP process is a not-to-exceed Contract amount, except as expressly provided for under the terms of the Contract. The VECP Savings shall be shared between Contractor and Owner as described above.

The Schematic Cost of $613,285.06 is approved through financing or, if Closing does not occur, then directly from Owner. If Closing is achieved, Contractor shall proceed with final design as described above.

The parties agree to submit additional contract language memorializing the Contractor Risk prior to NTP.

***

365 TOLL PROJECT, SEGMENTS 1 AND 2

CHANGE ORDER NO. 2

For TxDOT/HCRMA/FHWA use only:	
Days FHWA Non-Participating Co Portion FHWA Non-Participating	N/A $0.00
Project Schedule	
Substantial Completion Date: Final Acceptance Date:	TBD TBD
Signatures	
ACCEPTED: Pulice	Signature: _____ Date: _____
ACCEPTED: HCRMA	Signature: _____ Pilar Rodriguez, Executive Director Date: _____

EXHIBIT A

CO#2 Exhibit A - Summary (12/20/2021)				
		11/30/2021	12/20/2021	12/20/2021
CONCEPT	**DESCRIPTION**	**PROPOSED SAVINGS**	**PROPOSED SAVINGS**	**ACCEPTED SAVINGS**
VECP 01	Build from the Center	$ 12,397,479.11	$ 13,975,859.20	$ 13,975,859.20
VECP 02	Keep Portion of FM 494 as a Frontage Road	$ 466,782.60	$ 466,780.86	$ -
VECP 03	FM 494 / Shary Rd Take Mainlanes from 2+2 to 1+1	$ 1,123,506.99	$ 1,123,506.99	$ -
VECP 04	Reduce Should between STA 803+00 TO STA 835+00	$ 315,734.24	$ 316,022.79	$ 316,022.79
VECP 05	Optimize Ramp Designs Between FM 2062/Jackson Rd and US 281/Cage Blvd	$ 823,120.60	$ 823,158.26	$ 823,158.26
VECP 06	SH336/10th Street Reverse Grade Seperation	$ -	$ -	$ -
VECP 07	I-Road @ 365 Tollway - Intersection Optimization	$ 7,265,822.37	$ 7,173,355.75	$ 7,173,355.75
VECP 08	Updated Pavement Design (Reduced Pavement Section)	$ 7,350,268.86	$ 7,350,268.86	$ 7,350,268.86
VECP 09	Change in CTB Preparation Method	$ 2,366,976.00	$ 2,366,976.00	$ 2,366,976.00
VECP 10	Optimize Girders (Resize / Optimize)	$ 1,739,299.28	$ 1,739,299.28	$ 1,739,299.28
VECP 11	Optimize Overpass at FM 494/Shary Rd	$ -	$ -	$ -
VECP 12	Floodway Bridge Optimizatrions (Precast Caps, Bridge Shortening, Driven Piles	$ -	$ -	$ -
VECP 13	FM 2062/Jackson Rd Overpass - Bridge Shortening	$ 1,129,041.70	$ 1,129,041.70	$ 1,129,041.70
VECP 14	US281/Cage Blvd Overpass - Bridge Drill Shaft Optimization	$ -	$ -	$ -
VECP 15	ITS Optimizations	$ 1,201,618.30	$ 1,193,666.10	$ 1,193,666.10
VECP 16	Wick Drain Material / Design Change	$ -	$ -	$ -
VECP 17	MSE Backfill Material Change	$ 1,848,357.60	$ 1,284,999.96	$ -
VECP 18	MSE Wall Design	$ 1,942,734.70	$ 1,942,734.70	$ 1,942,734.70
	Cost Savings (Added)	**$ 39,970,742.34**	**$ 40,885,670.44**	**$ 38,010,382.63**
	No data provided, therefore concept was not evaluated			
	Concept reviewed by the HCRMA, but rejected in its current form			
	Concept updated by PCI 12/17/2021 & 12/20/2021			

BACKGROUND INFORMATION

CO#1

365 TOLLWAY, SEGMENTS 1 AND 2 (365 TOLL PROJECT)

CHANGE ORDER NO. 1

Project Information	**ISSUANCE DATE: October 25, 2021**
Project	365 Toll Project
CSJ	0921-02-368
Owner	Hidalgo County Regional Mobility Authority (HCRMA)
Description and Reason for the Change Order	

This change order is the result of the conditional contract award requiring:

(i) TxDOT concurrence on award, as required in the Project Development Agreement; and

(ii) Withholding NTP until project financeability has been established and completed by the Financing Deadline (described below).

Value Engineering Change Proposal. Item (ii) triggers the Value Engineering Change Proposal ("VECP") process in the Contract (Section V of the Bid Document). Contractor and Owner agree to enter into a VECP process to achieve a total project cost that is financeable, estimated by the Owner's financial advisor to be $280,000,0000 (a reduction in project costs, from materials, scope, schedule, etc. of approximately $37,000,000 as established by 30% design (the "Projected Savings")).

Schedule of VECP. Contractor agrees that within 30 days from the date of this Change Order to present Projected Savings acceptable to the Owner based on 30% design (November 24, 2021, the "Design Deadline"). Unless Contractor extends unit pricing beyond 120 days from the Date of Award (October 19, 2021), the Financing Deadline is February 15, 2022. The Financing Deadline requires closing on toll revenue bonds supporting the Project, which requires that the Contract be executed with a change order by December 6, 2021 that establishes a total Project cost that is, in the estimation of the financial advisor, financeable by the toll revenue bonds.

Costs of VECP. The cost to the Project from developing the Projected Savings concepts to a 30% (preliminary) level under this Change Order will be calculated as the lesser of (a) the sum (5% of the Projected Savings x 30%), estimated to be $562,000, or (b) the direct costs to the Contractor in developing the acceptable Project Savings (the "Cost"). The Cost will be approved by a separate change order. If the Project is financed, the Cost paid to the Contractor will be deducted from the gross savings of the VECP. If the Project is not financed, Owner shall pay the Costs to Contractor. Owner shall own the preliminary design documents created in support of theProjected Savings.

*** Is this section intended to reimburse PCI costs for total design? *** Final design effort including incidental costs for developing Projected Savings concepts to the issued for construction level (VECPs established by a change order and revising the total Contract amount) shall be deducted from the gross savings of the VECP. Owner shall own the final design documents created under VECP.

VECP Savings. Contractor shall present VECP proposed items to Owner. Items the Owner accepts shall be designed to 30% by the Design Deadline. The Projected Savings shall be established by Contractor based on the preliminary design work, regardless of cost increases or decreases in final design.

Contractor's direct costs for preparation of the VECP and Owner's reasonable costs to review and administer the VECP shall be deducted from the gross savings. The gross savings of any accepted Final VECP under the Contract shall be shared between the Owner and Contractor as follows: Owner 40% and Contractor 60%.

For example and by way of illustration, if the VECP Projected Savings were $1,000,000:

VECP Projected Savings	**$1,000,000**	
Preliminary design	$15,000	
Final Design	$35,000	
Owner Costs	$10,000	Division of Balance
Balance	$940,000	Owner: $376,000
		Contractor: $564,000 (*+/- difference in Projected Savings vs Actual Savings)*

Price and Budget

There will be no cost impact associated with this change order. This change order establishes the framework for VECP to achieve Projected Savings to make the Project financeable by toll revenue bonds.

365 TOLL PROJECT, SEGMENTS 1 AND 2

CHANGE ORDER NO. 1

For TxDOT/HCRMA/FHWA use only:	
Days FHWA Non-Participating Co Portion FHWA Non-Participating	N/A $0.00
Project Schedule	
Substantial Completion Date: Final Acceptance Date:	TBD
Signatures	
ACCEPTED: Pulice	Signature: _____ Victor M. Jimenez, President Date: 11/02/2021
ACCEPTED: HCRMA	Signature: _____ Pilar Rodriguez, Executive Director Date: _____

V. VALUE ENGINEERING CHANGE PROPOSALS (VECP)

This Contract is subject to Value Engineering Change Proposals.

1. Owner may accept, in whole or in part, any Contractor proposed VECP by issuing a Change Order. Owner shall not be liable to Contractor for failure to accept or act upon any VECP submitted pursuant to these requirements. Any schedule impacts resulting from a VECP proposal will be identified in an agreed upon Change Order. Until a proposal is affected by a Change Order, the Contractor shall remain obligated to the terms and conditions of the existing Contract.
2. If an executed Change Order has not been issued by the date upon which the Contractor's proposal specifies that a decision should be made, or any other date as the Contractor may subsequently have specified in writing, the proposal shall be deemed rejected. Owner reserves the right to include in the agreement any conditions it deems appropriate for consideration, approval, and implementation of the proposal provided such conditions are reflected in an agreed upon Change Order.
3. The Change Order affecting the necessary Contract modification will establish the net savings agreed upon, will provide for adjustment in the Contract prices or Contract time, and will indicate the net savings to be rationed between Contractor and Owner. In the event a VECP is accepted by Owner, the provisions of the Contract Documents that pertain to adjustment of Contract unit prices due to alterations of Contract quantities will not apply to the items adjusted or deleted as a result of implementing the VECP by Change Order.
4. Acceptance of a VECP and performance of the additional work will not change the Contract time limit, unless specifically provided for in the Change Order authorizing the Final VECP.
5. Owner expressly reserves the right to adopt a VECP for general use in contracts administered by Owner when it determines that the proposal is suitable for application to other contracts. VECPs identical or similar to previously submitted proposals will be eligible for consideration and compensation under these provisions if such proposals were not previously adopted for general application to other contracts administered by Owner. When a VECP is adopted for general use, compensation pursuant to these requirements will be applied only to those contracts awarded and for which the subject VECP has been submitted prior to the date of adoption of the specific VECP. Owner or any other public agency will have the right to use all or part of any accepted VECP on other projects without obligation or compensation of any

kind to the Contractor. Contractor shall have no obligation related to, or liability resulting from, the use of a VECP or VECP-related concept by Owner utilized outside of the Contract. If VECP is accepted, Contractor hereby grants Owner unlimited rights in the VECP and supporting data.

6. Contractor's direct costs for preparation of the VECP and Owner's reasonable costs to review and administer the VECP shall be deducted from the gross savings.
7. The gross savings of any accepted Final VECP under this Contract shall be shared between the Owner and the Contractor as follows: Owner 40% and Contractor 60%.

Item Number	Description	Sketches	Discipline	Advantages	Challenges	ROM	OWNER Comments	New ROW	NEPA Reval
1	Remove the median reduce EMB and MSE	pict01	ROADWAY	- Reduces the fill	- Entrance and exit ramps in the future	14.5 millions Saving		NO	NO
2	Realignment of 365 Toll at crossing with floodway and SP 115	pict02	ROADWAY	- Reduces the length of the 365 bridge - SP 155 crosses over 365 Toll	- Keep existing access along SP115			YES	YES
3	Alternative Route Between Jackson Rd & E. Thomas Dr	pict16	ROADWAY	- Reduces leeve affection				YES	YES
4	Realignment of WB 365 Toll at Dicker Rd	pict03	ROADWAY	- Reduces footprint and embankment	- Reconfigure proposed			NO	NO
5	Project Start Optimization - Keep current FR from STA 666+00 to 686+00.	pict9	ROADWAY	- Pavement and fill reduction	- Current pavement	2.6 million Savings		NO	NO
6	Reduce number of mainlanes from 2 to 1 around FM 494 (Shary Rd)	pict08	ROADWAY	- Reduces the width of two overpasses - Pavement and fill reduction		1.4 Millions for item 6 and 7		NO	NO
7	To remove one line in 365 TOLL EB MAINLANES from 736+00 to 782+00 aprox.	pict33	ROADWAY	- Reduces pavement and embankment		see above item 6		NO	NO
8	Reduce shoulder with from 12' to 4' in the WB Mainlane Typical Section from STA 803+00 TO STA 835+00	pict05	ROADWAY	- Pavement and fill reduction		260 k		NO	NO
9	Revise Ramp Design Between Jackson Rd and Route 281. Eliminate Auxiliary Lane.	pict11	ROADWAY	- Pavement and fill reduction	- Traffic analysis maybe needed	500 K		NO	NO
10	Replace bridges over drainage ditch with MBCs	pict07	ROADWAY	- Removes four overpasses - Lower mainlane PGL				NO	NO
11	SH336 Reverse Stacking	pict15	ROADWAY	- Reduces embankment				NO	MAYBE
12	Revise Vertical Clearance over S. Depot. Rd & Route 115	pict12	ROADWAY	- Bridge and Wall Surface Reduction				NO	NO
13	Reconfigure I Road (Veterans Blvd) to Cross over 365 Toll	pict04	ROADWAY	- Remove steel bridge	- Reconfigure Thomas Drive	6.1 Million		YES	MAYBE
14	Reconfigure I Road (Veterans Blvd) to Cross over 365 Toll	pict30	ROADWAY						
15	I Road Overpass Remove lateral spans	pict25	ROADWAY	- Reduces bridge area	- Irrigation structure under			NO	NO
16	Revise U-Turns Design on those Overpasses where it is not expected a future widening.	pict10	ROADWAY	- Reduces Bridge Surface	- Confirm future/ultimate			NO	NO
17	Replace San Juan Canal bridges with precast culverts	pict06	STRUCTURE	- Removes two overpasses - Lower mainlane PGL				NO	NO
18	Reduce pavement thickness using same imput parameters and following TxDOT Pavement Design Manual 21 (TxCRCP-ME)	pict20	PAVEMENT	- Reduce thicness 1"	- Pilar to provide the cross sections and calculations	2.5 million Savings		NO	NO
19	Reduce pavement thickness following TxDOT Pavement Design Manual 21 and increasing Concrete Modulus of Rupture (720 psi)	pict21	PAVEMENT	- Reduce thicness	- Provide docs to show that value of the concrete modulus of rupture	2.5 million Savings		NO	NO
20	Reduce pavement thickness considering as a design period 30 years	pict22	PAVEMENT	- Reduce thicness	- Possible Maintanance increase	2.5 million Savings		NO	NO
21	Change CTB Type from plant mix to road mix		PAVEMENT	- Reduce cost		3.7 Million			
22	Overpass at FM 494 (Shary Rd) Decrease of number of girders	pict18	STRUCTURE	- Reduces girder elements	- Increasing fci'	68 k		NO	NO
23	Overpass at FM 494 (Shary Rd) Equal spans length	pict24	STRUCTURE			100 k		YES	NO
24	Overpass at FM 494 (Shary Rd) optimize abutment piles	pict27	STRUCTURE			100 k		YES	NO
25	Floodway Bridge at SP 115 Decrease of bridge are (removing spans) by means of box underpass and embankment	pict19	STRUCTURE	- Reduces bridge area				NO	MAYBE

Item Number	Description	Sketches	Discipline	Advantages	Challenges	ROM	OWNER Comments	New ROW	NEPA Reval
26	Floodway Bridge at SP 115 girders optimization	pict28	STRUCTURE			1.1 million		NO	NO
27	Floodway Bridge drilled shaft to driven pile	pict34	STRUCTURE	- Eliminate drilled shaft - reduce cost - increase efficiency		TBD			
28	Floodway Bridge pricast caps		STRUCTURE	- reduce cost - increase efficiency		TBD			
29	STRUCTURES OPTIMIZATION	pict32	STRUCTURE					NO	NO
30	Overpass at FM 3072 (Dicker Drive) Decrease of number of girders using Tx62 instead of Tx54		STRUCTURE	- Reduces girder elements	- Check vertical clearance (min 16.5') - Warning: current desing not according with new recommedations	100 k		NO	NO
31	PHARR/San Juan Canal bridge Decrease of number of girders		STRUCTURE	- Reduces girder elements	- Check freeboard	55 K		NO	NO
32	Jackson Road Overpass Not to extend the bridge beyond the crossing Abutmen realignment Decrease of number of girders	pict23	STRUCTURE	- Reduces bridge area	- Irrigation structure under the embakment	1.1 million		NO	NO
33	US281 (Cage Blvd) Underpass Potential drilled shaft diameter optimization Decrease of number of girders in central span		STRUCTURE	- Reduces drilled shaft quantities - Reduces girder elements		140 K		NO	NO
34	Overpass at Anaya Road Decrease of number of girders in central span		STRUCTURE	- Reduces girder elements		40 K		NO	NO
35	HI Line Road Overpass Decrease of number of girders Potential decrease of central span		STRUCTURE	- Reduces girder elements - Reduces bridge area		40 K		NO	NO
36	Reduce one ITS/Tolling trench	pict29	ITS	- Removes the duct bank/trench length	- Is there any redundance requirement	TBD		NO	NO
37	Reduce the number of Electrical Services (up to 4-12 circuits per service)	pict31	ITS	- Reduces the number of Electrical Services point		TBD		NO	NO
38	Replace 12 fixture high masts with 6 fixture high masts	pict31	ITS	- They are using 12 fixture high masts which are not allowed anymore – 6 fixtures are the new norm and are cheaper		TBD		NO	NO
39	Reduce the number of bores except at existing cross streets		ITS	- Reduces the number of conduit bores		TBD		NO	NO
40	Consolidate the trench in the WB to 2-4”		ITS	- Reduction in GB to almost half - Still maintain physical separation of paths - More cost-efficient installation - Material cost saving (Concrete encasing)	Marginally increase # Bores	TBD		NO	NO
41	Change GB material to Polymer concrete and conduits to HDPE, Fiberglass, or thinner wall PVC		ITS	Potentially cheaper materials but same functionalities as current items		TBD		NO	NO

Item Number	Description	Sketches	Discipline	Advantages	Challenges	ROM	OWNER Comments	New ROW	NEPA Reval
42	Fiber Optic optimization: Reduce Fiber count from 144 to 96 SM. (24 for Toll, 48 ITS, 24 Leasing)		ITS	Cheaper fiber, hardware, and less splices. a. lll14 Switches per rings – 8 Fibers per ring -> We have 69 Switches, 73/14 (Switches per ring) = 5 rings, 5*8 (Fibers per ring) = 40 Fibers. b. Reduce hardware and # of splices		TBD		NO	NO
43	Change switches on MVDS/Bluetooth location for Media Converters and Fiber from 144 to 72 (24 Toll +24 ITS +24 Leasing).		ITS	Cheaper communication hardware, cheaper fiber, hardware, and less splices.		TBD		NO	NO
44	Change in the Communication network -> From 73 to 40 switches (20 CCTV + 16 dome CCTV +4 DMS)(33 Switches to Media Converters) 40/14 = 3 rings, 3*8 (Fibers per ring) = 24 Fibers		ITS	This will require to install 2 FO for MVDS & Bluetooth Locations or 4 FO (RX/TX + Spare)		TBD		NO	NO
45	Use 96 SM under option 2.b to increase spare fibers for ITS. 24 Toll + 48 ITS + 24 Leasing		ITS			TBD		NO	NO
46	DMS change to Ambar instead of Full Color		ITS	Cheaper equipment but same functionalities. Color is just an aesthetic feature		TBD			
47	4 locations static signs – ITS equipment	pict26	ITS			TBD			
48	Relocate Walls at edge of Frontage Roads	pict13		- Wall Surface Reduction	- Fill increase			NO	NO
49	MBGF Side Barriers review	pict14						NO	NO
50	Realigment of north leeve at floodway bridge area	pict17		- Reduces the lenght of the 365 bridge	- Check floodway models/capacity			NO	YES
51	Wick drain material and design			- Reduces sand blanket thickness to 1' - Change sand spec to bank sand		1 million		NO	YES
52	MSE backfill material change			- Change material from type AS to CS		3.75 million		NO	YES
53	MSE wall design			- Reduce strap zone and foundation improvement areas		TBD		NO	YES

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-79

APPROVAL OF WORK AUTHORIZATION NUMBER 11 TO THE PROFESSIONAL SERVICE AGREEMENT WITH C&M ASSOCIATES, INC. FOR AN UPDATED TRAFFIC AND REVENUE BRINGDOWN LETTER FOR THE 365 TOLLWAY PROJECT THAT INCORPORATES TOLL COLLECTION FEES ASSOCIATED WITH VIDEO TOLLING

THIS RESOLUTION is adopted this 20th day of December 2021 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; and

WHEREAS, the Authority approved Resolution 2017-59 – Approval of Work Authorization Number 1 to the Professional Services Agreement with C&M Associates, Inc. to provide updated ESALS for the Environmental Clearance Document for the International Bridge Trade Corridor Project. in the amount of $18,173.08; and

WHEREAS, the Authority approved Resolution 2017-88 – Approval of Work Authorization Number 2 with C&M Associates to provide a scenario planning for the 365 Tollway Project in the amount of $10,096.16; and

WHEREAS, the Authority approved Resolution 2017-96 – Approval of Supplemental Number 1 to Work Authorization Number 2 with C&M Associates to provide a scenario planning for the 365 Tollway Project in the amount of $18,375.00; and

WHEREAS, the Authority approved Resolution 2018-03 – Approval of Supplemental Number 2 to Work Authorization Number 2 the Professional Service Agreement with C&M Associates to provide a Traffic & Revenue analysis of Scenario "G" for the 365 Tollway Project in the amount of $18,375.00; and

WHEREAS, the Authority approved Resolution 2018-23 – Approval of Work Authorization Number 3 to the Professional Services Agreement with C&M Associates, Inc. to provide International Bridge Trade Corridor Traffic Projections utilizing Texas Department of Transportation Planning and Programming (TxDOT TPP) Procedures in the amount of $35,019.23; and

WHEREAS, the Authority approved Resolution 2018-64 Approval of Work Authorization Number 4 with C&M Associates, Inc. to provide the 365 Tollway Project – Traffic and Revenue Update (2018) including an update to the Bringdown Letter in the amount of $49,223.08; and

WHEREAS, the Authority approved Resolution 2018-69 Approval of Work Authorization Number 5 to the Professional Service Agreement with C&M Associates, Inc. for traffic & revenue analysis of scenario "I" for the 365 Tollway Project, in the amount of $18,375.00; and

WHEREAS, the Authority approved Resolution 2018-70 Approval of Contract Amendment Number 6 to the Professional Service Agreement with C&M Associates to increase the maximum payable amount by $18,375.00 for Work Authorization Number 5 for a revised maximum payable amount of $167,363.55; and

WHEREAS, the Authority approved Resolution 2019-08 Approval of Work Authorization Number 6 to the Professional Service Agreement with C&M Associates, Inc. for traffic and revenue analysis of scenarios "J" & "K" for the 365 Tollway rescope and rebid, in the amount of $17,250.00; and

WHEREAS, the Authority approved Resolution 2019-09 Approval of Contract Amendment Number 7 with C&M Associates to increase the maximum payable amount by $17,250.00 for Work Authorization Number 6 for a revised maximum payable amount of $184,886.55; and

WHEREAS, the Authority approved Resolution 2019-22 Approval of Work Authorization Number 7 to the Professional Services Agreement with C&M Associates for IBTC Traffic Projection Update using the latest update of the Lower Rio Grande (LRGV) Travel Demand Model (TDM) for 2019 in the amount of $15,896.71; and

WHEREAS, the Authority approved Resolution 2019-23 Contract Amendment 8 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 7 in the amount of $15,896.71 for a revised maximum payable amount of $200,783.26; and

WHEREAS, the Authority approved Resolution 2019-35 Approval of Work Authorization Number 8 to the Professional Services Agreement with C&M Associates for the Investment Grade Traffic and Revenue Study for the 365 Tollway Project in the amount of $390,634.80; and

WHEREAS, the Authority approved Resolution 2019-36 Contract Amendment 9 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 8 in the amount of $390,634.80 for a revised maximum payable amount of $591,418.06; and

WHEREAS, on August 24, 2021 the Authority approved Resolution 2021-32 Approval of Work Authorization Number 9 to the Professional Service Agreement with C&M Associates, Inc. for a Traffic and Revenue Bring-Down letter for the 365 Tollway project financing in the amount of $35,598.24; and

WHEREAS, on August 24, 2021 the Authority approved Resolution 2021-33 Contract Amendment 10 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 9 in the amount of $35,598.24 for a revised maximum payable amount of $627,016.30; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-71 Approval of Work Authorization Number 10 to the Professional Service Agreement with C&M Associates, Inc. for a Traffic and Revenue Bring-Down letter update for the 365 Tollway project financing and Value Engineering Change Proposal (VECP) modeling in the amount of $96,952.04; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-72 Contract Amendment 11 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 10 in the amount of $96,952.04 for a revised maximum payable amount of $723,968.34; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-79 – Approval of Work Authorization Number 11 to the Professional Service Agreement with C&M Associates, Inc. for an updated Traffic and Revenue Bringdown Letter for the 365 Tollway Project that incorporates Toll Collection Fees associated with Video Tolling in the amount of $18,796.82.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Work Authorization Number 11 to the Professional Services Agreement with C&M Associates, Inc., in the amount of $18,796.82 hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization Number 11 to the Professional Services Agreement with C&M Associates as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 20th day of December 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Work
Authorization
Number 11
to
Professional Service Agreement
with
C&M
Associates, Inc.
for
Traffic
Engineering
Services for the
365 TOLL
Project

WORK AUTHORIZATION NO. __11__
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 C&M Associates, Inc. (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 $18,796.82 and the method of payment is Lump Sum as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee 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 December 31, 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 HCRMA Systemwide Traffic and Revenue Services for HCRMA Systemwide Projects including the 0010 IBTC and 0030 365 TOLL."

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Carlos M. Contreras	Pilar Rodriguez
(Printed Name)	(Printed Name)
President	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

Exhibit A	Services to be provided by the Authority
Exhibit B	Services to be provided by the Engineer
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Exhibit H-2	Subprovider Monitoring System Commitment Agreement

EXHIBIT A

SERVICES TO BE PROVIDED BY THE AUTHORITY

The AUTHORITY will provide the following general items.

1. Authorization to begin work.
2. Timely payment for work performed by the Engineer and accepted by the AUTHORITY on a monthly basis.
3. Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the Engineer cannot easily obtain.
4. Provide any available relevant data the AUTHORITY may have on file concerning the project.
5. Review and approve the Engineer's progress schedule with milestone activities and/or deliverables identified.

EXHIBIT C
SERVICES TO BE PROVIDED BY THE ENGINEER

In October 2021, C&M submitted the 365 TOLL Road Bring Down Letter to support the HCRMA in financing the 365 TOLL project. The Bring Down Letter was issued to review the traffic and revenue (T&R) assumptions of the 365 TOLL Investment Grade T&R Study submitted in January 2021. The scope of this work authorization is related to requests from the HCRMA 365 TOLL financial team to provide the estimates of additional revenue from video toll collection fees. C&M will update the previously submitted Bring Down Letter to reflect this request.

The proposed engineering tasks are described below.

Task 1: Bring Down Letter Update – Additional Revenues

C&M will update the Bring Down Letter and include the estimates for additional revenues that results from video toll collection fees. The additional revenue will be presented in annual figures for the entire 365 TOLL forecast period from the opening year 2026 to the final horizon year 2065. The transaction cost and revenue collection assumptions of the video toll model must be the same for the cost and the revenue part of the operation and maintenance (O&M) to produce the final additional project revenue. Therefore, C&M will have to adopt the O&M model provided by the GEC contractor for the 365 TOLL Project to estimate the additional revenues resulting from video toll and ancillary fees.

C&M will revise the existing O&M model and, if necessary, develop its own model. This modeling process includes the following sub-tasks:

- Reviewing the functionality of GEC's revenue model.
- Reviewing the O&M model inputs.
- Reviewing the assumptions that are considered in the cost and revenue model.
- Performing quality assurance and quality control on the provided GEC cost and revenue model.
- Implementing best practice video toll collection assumptions based on publicly available information and our experience in the toll industry.
- Modifying or re-creating the O&M model to obtain additional revenue estimations based on industry standards.
- Obtaining and consolidating additional revenue results.

In previous work authorizations, C&M was scoped to support the GEC engineering team in their efforts to develop an operational O&M model for the 365 TOLL project, particularly regarding the video revenue as estimated in the T&R study and transaction cost related to video tolling. Therefore, C&M has already

interacted with the GEC engineering team and can start this new phase of the process with knowledge about the O&M model's development.

Task 2: Bring Down Letter Production

C&M deliverables will be electronically submitted to HCRMA. C&M's expanded Bring Down Letter will include, as needed, the following:

1. Documentation of the O&M model inputs.
2. Documentation of the O&M model assumptions (incl. T&R Waterfall).
3. Discussion of the O&M model development/modifications.
4. "Additional revenue" forecasts.
5. Final Commentary.

C&M will address any comments from HCRMA staff and the HCRMA financial team regarding the new Draft Bring Down Letter and submit a final version reflecting any necessary changes.

EXHIBIT C
WORK SCHEDULE

This update will be finalized no later than two (2) weeks after receiving the Notice to Proceed (NTP), tentatively provided December 14, 2021 in order to expedite delivery of these critical tasks for the project finance deadlines in December.

EXHIBIT 'D'

Fee Schedule/Budget for

Professional Engineering Services for the HCRMA

Hidalgo County Regional Mobility Authority (HCRMA)

Traffic and Revenue Consultant

Consultant: C&M ASSOCIATES, INC.

Work Authorization No.11

Schedule Duration: 2 Weeks after NTP

365 T&R Bring-Down Letter - Toll Collection Fees Additional Revenue

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/Project Director	Project Manager	Senior Transportation Modeler	Transportation Modeler	Analyst	Total Labor Hrs.	Task Cost
Task 1. Bring Down Letter Update	8	16	32	64		120	$ 13,365.44
Task 2. Bring-down letter production	4	6	8	16	16	50	$ 5,431.38
						0	$ -
						0	$ -
						0	$ -
TOTAL	12	22	40	80	16	170	$ 18,796.82
LOADED LABOR RATE PER HOUR	$ 254.38	$ 130.63	$ 110.00	$ 89.38	$ 82.50		
DIRECT LABOR COSTS	$ 3,052.56	$ 2,873.86	$ 4,400.00	$ 7,150.40	$ 1,320.00		
% LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	16.24%	15.29%	23.41%	38.04%	7.02%		
% LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON HOURS)	7.06%	12.94%	23.53%	47.06%	9.41%		
TOTAL LABOR COST							$ 18,796.82

	Unit	Unit Price	QTY	
Air Ticket	Round Trip/Person	$ 500		$ -
Transportation	Per ride	$ 50		$ -
Lodging	Per Day	$ 100		$ -
Food	Per day	$ 50		$ -
TOTAL DIRECT COST				$ -
GRAND TOTAL				$ 18,796.82

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). ***NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.***

Contract #: 02-TR32-17-02 Assigned Goal: 12.2% Prime Provider C&M Associates, Inc.

Work Authorization (WA)#: 11 WA Amount: $18,796.82 Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Investment Grade T&R Projections 365 Tollway (Bringdown/VECP)	**$96,952.04**
	$0
Total Commitment Amount *(Including all additional pages.)*	**$0**

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: C&M Associates, Inc. **Address: 15770 Dallas Parkway,** **VID Number: 20-1113510** **PH: 214-245-5300 & FAX:** **Email: cmcontreras@candm-associates.com**	**Name:** Carlos M. Contreras ***(Please Print)*** **Title:** President _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-80

CONTRACT AMENDMENT 12 TO THE PROFESSIONAL SERVICES AGREEMENT WITH C&M ASSOCIATES, INC. TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 11

THIS RESOLUTION is adopted this 20th day of December 2021 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; and

WHEREAS, the Authority approved Resolution 2017-59 – Approval of Work Authorization Number 1 to the Professional Services Agreement with C&M Associates, Inc. to provide updated ESALS for the Environmental Clearance Document for the International Bridge Trade Corridor Project. in the amount of $18,173.08; and

WHEREAS, the Authority approved Resolution 2017-88 – Approval of Work Authorization Number 2 with C&M Associates to provide a scenario planning for the 365 Tollway Project in the amount of $10,096.16; and

WHEREAS, the Authority approved Resolution 2017-96 – Approval of Supplemental Number 1 to Work Authorization Number 2 with C&M Associates to provide a scenario planning for the 365 Tollway Project in the amount of $18,375.00; and

WHEREAS, the Authority approved Resolution 2018-03 – Approval of Supplemental Number 2 to Work Authorization Number 2 the Professional Service Agreement with C&M Associates to provide a Traffic & Revenue analysis of Scenario "G" for the 365 Tollway Project in the amount of $18,375.00; and

WHEREAS, the Authority approved Resolution 2018-23 – Approval of Work Authorization Number 3 to the Professional Services Agreement with C&M Associates, Inc. to provide International Bridge Trade Corridor Traffic Projections utilizing Texas Department of Transportation Planning and Programming (TxDOT TPP) Procedures in the amount of $35,019.23; and

WHEREAS, the Authority approved Resolution 2018-64 Approval of Work Authorization Number 4 with C&M Associates, Inc. to provide the 365 Tollway Project – Traffic and Revenue Update (2018) including an update to the Bringdown Letter in the amount of $49,223.08; and

WHEREAS, the Authority approved Resolution 2018-69 Approval of Work Authorization Number 5 to the Professional Service Agreement with C&M Associates, Inc. for traffic & revenue analysis of scenario "I" for the 365 Tollway Project, in the amount of $18,375.00; and

WHEREAS, the Authority approved Resolution 2018-70 Approval of Contract Amendment Number 6 to the Professional Service Agreement with C&M Associates to increase the maximum payable amount by $18,375.00 for Work Authorization Number 5 for a revised maximum payable amount of $167,363.55; and

WHEREAS, the Authority approved Resolution 2019-08 Approval of Work Authorization Number 6 to the Professional Service Agreement with C&M Associates, Inc. for traffic and revenue analysis of scenarios "J" & "K" for the 365 Tollway rescope and rebid, in the amount of $17,250.00; and

WHEREAS, the Authority approved Resolution 2019-09 Approval of Contract Amendment Number 7 with C&M Associates to increase the maximum payable amount by $17,250.00 for Work Authorization Number 6 for a revised maximum payable amount of $184,886.55; and

WHEREAS, the Authority approved Resolution 2019-22 Approval of Work Authorization Number 7 to the Professional Services Agreement with C&M Associates for IBTC Traffic Projection Update using the latest update of the Lower Rio Grande (LRGV) Travel Demand Model (TDM) for 2019 in the amount of $15,896.71; and

WHEREAS, the Authority approved Resolution 2019-23 Contract Amendment 8 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 7 in the amount of $15,896.71 for a revised maximum payable amount of $200,783.26; and

WHEREAS, the Authority approved Resolution 2019-35 Approval of Work Authorization Number 8 to the Professional Services Agreement with C&M Associates for the Investment Grade Traffic and Revenue Study for the 365 Tollway Project in the amount of $390,634.80; and

WHEREAS, the Authority approved Resolution 2019-36 Contract Amendment 9 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 8 in the amount of $390,634.80 for a revised maximum payable amount of $591,418.06; and

WHEREAS, on August 24, 2021, the Authority approved Resolution 2021-32 Approval of Work Authorization Number 9 to the Professional Services Agreement with C&M Associates for a Traffic and Revenue Bring-Down letter for the 365 Tollway Project financing in the amount of $35,598.24; and

WHEREAS, on August 24, 2021, the Authority approved Resolution 2021-33 Contract Amendment 10 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 9 in the amount of $35,598.24 for a revised maximum payable amount of $627,016.30; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-71 Approval of Work Authorization Number 10 to the Professional Service Agreement with C&M Associates, Inc. for a Traffic and Revenue Bring-Down letter update for the 365 Tollway project financing and Value Engineering Change Proposal (VECP) modeling in the amount of $96,952.04; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-72 Contract Amendment 11 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 10 in the amount of $96,952.04 for a revised maximum payable amount of $723,968.34; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-79 – Approval of Work Authorization Number 11 to the Professional Service Agreement with C&M Associates, Inc. for an updated Traffic and Revenue Bringdown Letter for the 365 Tollway Project that incorporates Toll Collection Fees associated with Video Tolling in the amount of $18,796.82; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-80 – Contract Amendment 12 to the Professional Services Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 11 in the amount of $18,796.82 for a revised maximum payable amount of $742,765.16.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Contract Amendment Number 12 to the Professional Services Agreement with C&M Associates, Inc., for a revised maximum amount payable of $742,765.16 hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 12 to the Professional Services Agreement with C&M Associates as approved.

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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 20th day of December 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Contract
Amendment 12
to
Professional Service Agreement
with
C&M
Associates, Inc.
for
Traffic
Engineering
Services for the
365 TOLL
Project

SUPPLEMENTAL AGREEMENT NO. _12_

TO PROFESSIONAL SERVICES
AGREEMENT FOR ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 12 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Attachment A General Provisions, Section 6, Supplemental Agreements of that certain Professional Services Agreement for Engineering Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and C&M Associates, Inc. (the Engineer).

The following terms and conditions of the Agreement are hereby amended as follows:

Article II Agreement Period
This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2022.

Article III Compensation
Article III Compensation shall be amended to increase the maximum amount payable under this contract from $723,968.34 to $742,765.16 for a total increase of $18,796.82 due to additional scope and effort outlined in Work Authorization No. 11 for the "Traffic and Revenue Bringdown Letter for the 365 Tollway Project that incorporates Toll Collection Fees associated with Video Tolling."

This Supplemental Agreement No. 12 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Carlos M. Contreras	Pilar Rodriguez
(Printed Name)	(Printed Name)
President	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)